City of Glendale

5850 West Glendale Avenue
Glendale, AZ 85301

Voting Meeting Agenda

City Council

Mayor Jerry Weiers
Vice Mayor Ian Hugh
Councilmember Jamie Aldama
Councilmember Samuel Chavira
Councilmember Gary Sherwood
Councilmember Lauren Tolmachoff
Councilmember Bart Turner

Tuesday, June 23, 2015 **6:00 PM** **Council Chambers**

Voting Meeting

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

CALL TO ORDER

POSTING OF COLORS

PLEDGE OF ALLEGIANCE

PRAYER/INVOCATION

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

CITIZEN COMMENTS

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

APPROVAL OF THE MINUTES OF JUNE 9, 2015 VOTING MEETING AND JUNE 10, 2015 SPECIAL VOTING MEETING

1. 15-478 APPROVAL OF THE MINUTES OF THE JUNE 9, 2015 VOTING MEETING AND THE JUNE 10, 2015 SPECIAL VOTING MEETING

Staff Contact: Pamela Hanna, City Clerk

Attachments: Meeting Minutes of June 9, 2015

Meeting Minutes of June 10, 2015

BOARDS, COMMISSIONS AND OTHER BODIES

APPROVE RECOMMENDED APPOINTMENTS TO BOARDS, COMMISSIONS AND OTHER BODIES

PRESENTED BY: Vice Mayor Ian Hugh

2. 15-456 BOARDS, COMMISSIONS & OTHER BODIES
Staff Contact: Brent Stoddard, Director, Intergovernmental Programs

PROCLAMATIONS AND AWARDS

3. 15-459 PROCLAIM JULY 2015 AS PARKS AND RECREATION MONTH
Staff Contact: Erik Strunk, Director, Community Services
Presented By: Office of the Mayor
Accepted By: Ms. Barbara R. Cole, Chairperson, Parks and Recreation Commission, and Mr. John Krystek, Commissioner, and Mr. Robert Irons, Commissioner

4. 15-306 PROCLAIM AUGUST 2015 AS DROWNING IMPACT AWARENESS MONTH
Staff Contact: Chris DeChant, Interim Fire Chief
Presented By: Office of the Mayor
Accepted By: Ms. Lori Schmidt, President, Drowning Prevention Coalition of Arizona

CONSENT AGENDA

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

5. 15-389 APPROVE SPECIAL EVENT LIQUOR LICENSES, 100 CLUB OF ARIZONA
Staff Contact: Susan Matousek, Revenue Administrator

Attachments: Application

Calls for Service

6. 15-392 APPROVE SPECIAL EVENT LIQUOR LICENSE, ASSYRIAN CHURCH OF THE EAST
Staff Contact: Susan Matousek, Revenue Administrator

Attachments: Application

Calls for Service

7. 15-414 APPROVE SPECIAL EVENT LIQUOR LICENSE, LEUKEMIA & LYMPHOMA SOCIETY

Staff Contact: Susan Matousek, Revenue Administrator

Attachments: Application

Calls for Service

8. 15-393 APPROVE LIQUOR LICENSE NO. 5-16834, DESERT ROSE
Staff Contact: Susan Matousek, Revenue Administrator

Attachments: Map

Calls for Service

9. 15-394 APPROVE LIQUOR LICENSE NO. 5-16821, SUSHI CATCHER
Staff Contact: Susan Matousek, Revenue Administrator

Attachments: Map

Calls for Service

10. 15-415 APPROVE LIQUOR LICENSE NO. 1-48980, AMC THEATRES WESTGATE 20
Staff Contact: Susan Matousek, Revenue Administrator

Attachments: Map

Calls for Service

11. 15-417 APPROVE LIQUOR LICENSE NO. 1-20682, AMC THEATRES ARROWHEAD TOWNE CENTER 14
Staff Contact: Susan Matousek, Revenue Administrator

Attachments: Map

Calls for Service

12. 15-450 AUTHORIZATION TO ENTER INTO AN AGREEMENT WITH PT ASSET MANAGEMENT, D.B.A. PUBLIC TRUST ADVISORS, FOR INVESTMENT ADVISORY SERVICES
Staff Contact: Vicki Rios, Interim Director, Finance and Technology

Attachments: Agreement

RFP 15-53 Public Trust Proposal

RFP 15-53 Public Trust Best and Final Offer

13. 15-454 AUTHORIZATION TO ENTER INTO A MULTI-YEAR LINKING AGREEMENT WITH W.W. GRAINGER, INC., FOR THE PURCHASE OF RETAIL MAINTENANCE, REPAIR AND OPERATING COMMODITIES AND RELATED SERVICES AND EXPENDITURE OF FUNDS
Staff Contact: Vicki Rios, Interim Director, Finance and Technology

Attachments: Linking Agreement

14. 15-455 AUTHORIZATION TO ENTER INTO A MULTI-YEAR LINKING AGREEMENT WITH HOME DEPOT, U.S.A., INC., FOR THE PURCHASE OF RETAIL MAINTENANCE, REPAIR AND OPERATING COMMODITIES AND RELATED SERVICES AND EXPENDITURE OF FUNDS
Staff Contact: Vicki Rios, Interim Director, Finance and Technology

Attachments: Linking Agreement

15. 15-421 POSITION RECLASSIFICATIONS
Staff Contact: Jim Brown, Director, Human Resources and Risk Management

Attachments: Classification Study Status Report

16. 15-278 AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT WITH HD SUPPLY WATERWORKS GROUP, INC., DOING BUSINESS AS HD SUPPLY WATERWORKS, LTD, FOR THE PURCHASE OF FIRE HYDRANTS AND PARTS UTILIZING A CITY OF CHANDLER COOPERATIVE PURCHASING CONTRACT
Staff Contact: Craig Johnson, P.E., Director, Water Services

Attachments: Linking Agreement

17. 15-289 AUTHORIZATION TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH WILSON ENGINEERS AND APPROVE THE EXPENDITURE OF FUNDS FOR ODOR CONTROL AND DISINFECTION SYSTEM IMPROVEMENTS AT THE WEST AREA WATER RECLAMATION FACILITY
Staff Contact: Craig Johnson, P.E, Director, Water Services

Attachments: Professional Services Agreement

18. 15-351 AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT WITH VULCAN ASPHALT, LLC, FOR THE PURCHASE OF ROAD MATERIALS UTILIZING A CITY OF PEORIA COOPERATIVE PURCHASING CONTRACT
Staff Contact: Craig Johnson, P.E., Director, Water Services

Attachments: Linking Agreement

19. 15-357 AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT WITH POLYDYNE, INC., FOR THE PURCHASE OF POLYMERS UTILIZING A CITY OF SCOTTSDALE COOPERATIVE PURCHASING CONTRACT
Staff Contact: Craig Johnson, P.E., Director, Water Services

Attachments: Linking Agreement

20. 15-358 AUTHORIZATION TO ENTER INTO A CONSTRUCTION MANAGER AT RISK AGREEMENT WITH PCL CONSTRUCTION, INC., FOR DESIGN PHASE SERVICES
Staff Contact: Craig Johnson, P.E., Director, Water Services

Attachments: Construction Manager at Risk Agreement

21. 15-364 AUTHORIZATION TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH PRIMATECH L.L.C., FOR THE LOWER SYSTEM WEST SIDE WASTEWATER MASTER PLAN UPDATE
Staff Contact: Craig Johnson, P.E., Director, Water Services

Attachments: Professional Services Agreement

22. 15-371 AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT WITH DPC ENTERPRISES, L.P., FOR THE PURCHASE OF CHLORINE UTILIZING A CITY OF MESA COOPERATIVE PURCHASING CONTRACT
Staff Contact: Craig Johnson, P.E., Director, Water Services

Attachments: Linking Agreement

23. 15-372 AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT WITH THATCHER COMPANY OF ARIZONA, INC., FOR THE PURCHASE OF 25% CAUSTIC SODA, SODIUM BISULFITE, AND FLUORIDE UTILIZING A CITY OF MESA COOPERATIVE PURCHASING CONTRACT
Staff Contact: Craig Johnson, P.E., Director, Water Services

Attachments: Linking Agreement

24. 15-425 AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT WITH J.R. FILANC CONSTRUCTION COMPANY, INC., AND APPROVE THE EXPENDITURE OF FUNDS FOR THE REPLACEMENT OF A SURGE TANK AT THE HILLCREST RANCH BOOSTER STATION
Staff Contact: Craig Johnson, P.E, Director, Water Services

Attachments: Linking Agreement

25. 15-381 FISCAL YEAR 2015-16 PERFORMING ARTS PARTNERSHIP PROGRAM
Staff Contact: Erik Strunk, Director, Community Services

Attachments: AZ Theatre FY15-16 Agreement
Ballet AZ FY15-16 Agreement
Boys and Girls CLub FY15-16 Agreement
Brelby Theatre FY15-16 Agreement
Center Dance Ensemble FY15-16 Agreement
Ironwood Band FY15-16 Agreement
Jivemind FY15-16 Agreement
Mill Ave. Chamber FY15-16 Agreement
Phoenix Conservatory Fy 15-16 Agreement

26. 15-464 AWARD OF BID AND AUTHORIZATION TO ENTER INTO AN AGREEMENT FOR SERVICES WITH BAKER & TAYLOR, LLC, FOR MEDIA RESOURCES, EBOOKS, AND ERESOURCES
Staff Contact: Erik Strunk, Director, Community Services

Attachments: Agreement

27. 15-465 AWARD OF BID AND AUTHORIZATION TO ENTER INTO AN AGREEMENT FOR SERVICES WITH BRAINFUSE, INC., FOR ELECTRONIC SERVICES
Staff Contact: Erik Strunk, Director, Community Services

Attachments: Agreement

28. 15-463 AWARD OF BID AND AUTHORIZATION TO ENTER INTO AN AGREEMENT

FOR SERVICES WITH MIDWEST TAPE, LLC, FOR MEDIA RESOURCES AND ELECTRONIC RESOURCES
Staff Contact: Erik Strunk, Director, Community Services

Attachments: Agreement

29. 15-466 AWARD OF BID AND AUTHORIZATION TO ENTER INTO AN AGREEMENT FOR SERVICES WITH OVERDRIVE, INC., FOR EBOOKS AND ERESOURCES
Staff Contact: Erik Strunk, Director, Community Services

Attachments: Agreement

30. 15-467 AWARD OF BID AND AUTHORIZATION TO ENTER INTO AN AGREEMENT FOR SERVICES WITH RECORDED BOOKS, INC., FOR MEDIA AND ELECTRONIC RESOURCES
Staff Contact: Erik Strunk, Director, Community Services

Attachments: Agreement

31. 15-460 AWARD OF CONTRACT TO DIAMOND RIDGE DEVELOPMENT CORPORATION FOR TRADE MAINTENANCE SERVICES FOR COMMUNITY HOUSING
Staff Contact: Erik Strunk, Director, Community Services

Attachments: Agreement

32. 15-383 EXPENDITURE AUTHORIZATION FOR LEAGUE OF ARIZONA CITIES AND TOWNS 2015-16 MEMBERSHIP DUES
Staff Contact: Brent Stoddard, Director, Intergovernmental Programs

Attachments: League Dues Invoice

33. 15-445 AUTHORIZATION TO ENTER INTO A CONTRACT FOR HELICOPTER AIR-MEDICAL AND LOGISTIC OPERATIONS (HALO) WITH PETROLEUM HELICOPTERS INCORPORATED AIR MEDICAL, LLC
Staff Contact: Chris DeChant, Interim Fire Chief

Attachments: Agreement - HALO - signed

34. 15-424 AUTHORIZATION TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH GREATER PHOENIX ECONOMIC COUNCIL
Staff Contact: Brian Friedman, Director, Economic Development

Attachments: GPEC Services Agreement

35. 15-388 AUTHORIZATION TO ENTER INTO A CONSTRUCTION AGREEMENT WITH COMBS CONSTRUCTION COMPANY, INC., FOR THE FY2014/2015 MILL AND OVERLAY PROJECT
Staff Contact: Jack Friedline, Director, Public Works

Attachments: Construction Agreement

Bid Tabulation

36. 15-390 AUTHORIZATION TO ENTER INTO AN AGREEMENT WITH HEMPELMAN

AUTO PARTS CO., DOING BUSINESS AS NAPA AUTO PARTS, FOR ONSITE AUTOMOTIVE AND HEAVY EQUIPMENT PARTS, REPAIR, AND SERVICES
Staff Contact: Jack Friedline, Director, Public Works

Attachments: Agreement
Bid Tabulation

37. 15-398

APPROVAL OF THE FISCAL YEAR 2015-16 GILA RIVER ARENA CAPITAL REPAIRS/REPLACEMENT PROGRAM; AUTHORIZATION FOR THE ACTING CITY MANAGER TO RELEASE ESCROW ACCOUNT FUNDS TO ICEARIZONA MANAGER CO., LP, FOR THE FISCAL YEAR 2015-16 GILA RIVER ARENA CAPITAL REPAIRS/REPLACEMENT PROGRAM
Staff Contact: Jack Friedline, Director, Public Works

Attachments: FY2015-16 Gila River Arena Capital Repairs Program-Final

38. 15-400

APPROVAL OF THE FISCAL YEAR 2015-16 CAMELBACK RANCH – GLENDALE CAPITAL REPAIRS/REPLACEMENT PROGRAM; AUTHORIZATION FOR THE ACTING CITY MANAGER TO EXPEND FUNDS TO REIMBURSE CAMELBACK SPRING TRAINING, LLC, FOR CAPITAL REPAIRS MADE AT CAMELBACK RANCH - GLENDALE IN FISCAL YEAR 2015-16
Staff Contact: Jack Friedline, Director, Public Works

Attachments: FY 15-16 Camelback Spring Training CIP

39. 15-401

AUTHORIZATION TO ENTER INTO A CONSTRUCTION AGREEMENT WITH TSG CONSTRUCTORS, LLC, FOR CONSTRUCTION OF THE TRANSIT CENTER AT ARROWHEAD TOWNE CENTER
Staff Contact: Jack Friedline, Director, Public Works

Attachments: Construction Agreement
Bid tabulation

40. 15-402

AUTHORIZATION TO ENTER INTO AN AGREEMENT WITH KIMLEY-HORN AND ASSOCIATES, INC., FOR INTELLIGENT TRANSPORTATION SYSTEM ENHANCEMENTS TO THE CENTRAL TRAFFIC SIGNAL SYSTEM SOFTWARE
Staff Contact: Jack Friedline, Director, Public Works

Attachments: Construction Agreement

41. 15-403

AUTHORIZATION FOR COOPERATIVE PURCHASE OF TIRE SERVICE WORKER'S SERVICE WITH BRIDGESTONE AMERICAS TIRE OPERATIONS, LLC, DOING BUSINESS AS GCR TIRES & SERVICE
Staff Contact: Jack Friedline, Director, Public Works

Attachments: Linking Agreement

42. 15-405

AUTHORIZATION TO ENTER INTO AN AGREEMENT WITH VOUCHER RIDE, LLC, FOR THE TAXI VOUCHER PROGRAM
Staff Contact: Jack Friedline, Director, Public Works

Attachments: Agreement

43. 15-406 AUTHORIZATION TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH COFFMAN ASSOCIATES, INC., FOR THE AIRPORT LAYOUT PLAN UPDATE AND NARRATIVE REPORT
Staff Contact: Jack Friedline, Director, Public Works

Attachments: Professional Services Agreement

44. 15-407 AUTHORIZATION TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH HDR ENGINEERING, INC., FOR THE GLENDALE TRANSPORTATION PLAN UPDATE
Staff Contact: Jack Friedline, Director, Public Works

Attachments: Professional Services Agreement

45. 15-408 AUTHORIZATION FOR COOPERATIVE PURCHASE OF TIRES AND SERVICES WITH BRIDGESTONE AMERICAS TIRE OPERATIONS, LLC
Staff Contact: Jack Friedline, Director, Public Works

Attachments: Linking Agreement

46. 15-412 AUTHORIZATION TO ENTER INTO A LICENSE AGREEMENT WITH ARROWHEAD TOWNE CENTER, LLC, FOR THE LOCATION OF A TRANSIT CENTER FACILITY
Staff Contact: Jack Friedline, Director, Public Works

Attachments: License Agreement

CONSENT RESOLUTIONS

47. 15-411 AUTHORIZATION TO ENTER INTO CHANGE ORDER NO. 1 TO AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF PHOENIX FOR FIXED-ROUTE BUS SERVICE
Staff Contact: Jack Friedline, Director, Public Works

Attachments: Resolution 4966
Contract Change Order

48. 15-420 AUTHORIZATION TO ENTER INTO AN AMENDMENT TO AN INTERGOVERNMENTAL AGREEMENT WITH THE REGIONAL PUBLIC TRANSPORTATION AUTHORITY FOR TRANSIT SERVICES
Staff Contact: Jack Friedline, Director, Public Works

Attachments: Resolution 4967
Transit Services Amendment

49. 15-419 FISCAL YEAR 2015-16 COUNCIL GOAL/PRIORITY SETTING
Staff Contact: Richard A. Bowers, Acting City Manager

Attachments: Resolution 4968
FY 2015-2016 City Council Key Priorities

50. 15-457 AUTHORIZATION TO ACCEPT A LIBRARY SERVICES TECHNOLOGY ACT GRANT: "GO MOBILE @ YOUR LIBRARY" FOR THE GLENDALE PUBLIC LIBRARY SYSTEM
Staff Contact: Erik Strunk, Director, Community Services

Attachments: Resolution 4969
Award Notification

51. 15-458 AUTHORIZATION TO ACCEPT A LIBRARY SERVICES TECHNOLOGY ACT GRANT: "TELL YOUR STORY @ YOUR LIBRARY" FOR THE GLENDALE PUBLIC LIBRARY SYSTEM
Staff Contact: Erik Strunk, Director, Community Services

Attachments: Resolution 4970
Award Notification

52. 15-462 AMENDMENT TO THE FY 2014-2015 INTERGOVERNMENTAL AGREEMENT WITH MARICOPA COUNTY DEPARTMENT OF HUMAN SERVICES
Staff Contact: Erik Strunk, Director, Community Services

Attachments: Resolution 4971
Maricopa County IGA Amendment

53. 15-461 AUTHORIZATION TO AMEND THE FY 2014-2015 HABITAT FOR HUMANITY CENTRAL ARIZONA HOME DEVELOPMENT AGREEMENT C-9765
Staff Contact: Erik Strunk, Director, Community Services

Attachments: Resolution 4972
First Amendment

54. 15-447 AUTHORIZATION TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH MARICOPA COUNTY TO PROVIDE ELECTION SERVICE FOR THE 2015 SPECIAL ELECTION AND APPROVE A FY15-16 GENERAL FUND CONTINGENCY REQUEST
Staff Contact: Pamela Hanna, City Clerk

Attachments: Resolution 4973
Menu of Service - Jurisdictions - Recall Election

55. 15-413 AUTHORIZATION TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE ARIZONA DEPARTMENT OF REVENUE REGARDING ADMINISTRATION OF TAXES
Staff Contact: Vicki Rios, Interim Director, Finance and Technology

Attachments: Resolution 4974
Intergovernmental Agreement

56. 15-327 AUTHORIZATION TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH GLENDALE ELEMENTARY SCHOOL DISTRICT NO. 40

FOR THE SERVICES OF A SCHOOL RESOURCE OFFICER AT TWO SCHOOL CAMPUSES DURING THE 2015-16 SCHOOL YEAR
Staff Contact: Debora Black, Police Chief

Attachments: Resolution 4975
Intergovernmental Agreement

57. 15-418 AUTHORIZATION TO ENTER INTO GRANT AGREEMENT DUIAC-E-055 WITH THE ARIZONA GOVERNOR'S OFFICE OF HIGHWAY SAFETY OVERSIGHT COUNCIL ON DRIVING OR OPERATING UNDER THE INFLUENCE ABATEMENT
Staff Contact: Debora Black, Police Chief

Attachments: Resolution 4976
DUI Abatement Council Agreement

58. 15-427 AUTHORIZATION TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF TOLLESON TO PROVIDE LAW ENFORCEMENT AND SECURITY SERVICES FOR THE UNIVERSITY OF PHOENIX STADIUM
Staff Contact: Debora Black, Police Chief

Attachments: Resolution 4977
Intergovernmental Agreement

59. 15-428 AUTHORIZATION TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF PEORIA TO PROVIDE LAW ENFORCEMENT AND SECURITY SERVICES FOR THE UNIVERSITY OF PHOENIX STADIUM
Staff Contact: Debora Black, Police Chief

Attachments: Resolution 4978
Intergovernmental Agreement

60. 15-429 AUTHORIZATION TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF GOODYEAR TO PROVIDE LAW ENFORCEMENT AND SECURITY SERVICES FOR THE UNIVERSITY OF PHOENIX STADIUM
Staff Contact: Debora Black, Police Chief

Attachments: Resolution 4979
Intergovernmental Agreement

61. 15-430 AUTHORIZATION TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF BUCKEYE TO PROVIDE LAW ENFORCEMENT AND SECURITY SERVICES FOR THE UNIVERSITY OF PHOENIX STADIUM
Staff Contact: Debora Black, Police Chief

Attachments: Resolution 4980

Intergovernmental Agreement

62. 15-431 AUTHORIZATION TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF PHOENIX TO PROVIDE LAW ENFORCEMENT AND SECURITY SERVICES FOR THE UNIVERSITY OF PHOENIX STADIUM
Staff Contact: Debora Black, Police Chief

Attachments: Resolution 4981

Intergovernmental Agreement

63. 15-432 AUTHORIZATION TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF SURPRISE TO PROVIDE LAW ENFORCEMENT AND SECURITY SERVICES FOR THE UNIVERSITY OF PHOENIX STADIUM
Staff Contact: Debora Black, Police Chief

Attachments: Resolution 4982

Intergovernmental Agreement

64. 15-433 AUTHORIZATION TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE ARIZONA DEPARTMENT OF PUBLIC SAFETY TO PROVIDE LAW ENFORCEMENT AND SECURITY SERVICES FOR THE UNIVERSITY OF PHOENIX STADIUM
Staff Contact: Debora Black, Police Chief

Attachments: Resolution 4983

Intergovernmental Agreement

65. 15-437 AUTHORIZATION TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE ARIZONA BOARD OF REGENTS FOR AND ON BEHALF OF ARIZONA STATE UNIVERSITY TO PROVIDE LAW ENFORCEMENT AND SECURITY SERVICES FOR THE UNIVERSITY OF PHOENIX STADIUM
Staff Contact: Debora Black, Police Chief

Attachments: Resolution 4984

Intergovernmental Agreement

66. 15-438 AUTHORIZATION TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF AVONDALE TO PROVIDE LAW ENFORCEMENT AND SECURITY SERVICES FOR THE UNIVERSITY OF PHOENIX STADIUM
Staff Contact: Debora Black, Police Chief

Attachments: Resolution 4985

Intergovernmental Agreement

67. 15-439 AUTHORIZATION TO ENTER INTO AN INTERGOVERNMENTAL

AGREEMENT WITH THE CITY OF CHANDLER TO PROVIDE LAW ENFORCEMENT AND SECURITY SERVICES FOR THE UNIVERSITY OF PHOENIX STADIUM
Staff Contact: Debora Black, Police Chief

Attachments: Resolution 4986
Intergovernmental Agreement

68. 15-440 AUTHORIZATION TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH MARICOPA COUNTY TO PROVIDE LAW ENFORCEMENT AND SECURITY SERVICES FOR THE UNIVERSITY OF PHOENIX STADIUM
Staff Contact: Debora Black, Police Chief

Attachments: Resolution 4987
Intergovernmental Agreement

69. 15-442 AUTHORIZATION TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF SCOTTSDALE TO PROVIDE LAW ENFORCEMENT AND SECURITY SERVICES FOR THE UNIVERSITY OF PHOENIX STADIUM
Staff Contact: Debora Black, Police Chief

Attachments: Resolution 4988
Intergovernmental Agreement

70. 15-443 AUTHORIZATION TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE TOWN OF WICKENBURG TO PROVIDE LAW ENFORCEMENT AND SECURITY SERVICES FOR THE UNIVERSITY OF PHOENIX STADIUM
Staff Contact: Debora Black, Police Chief

Attachments: Resolution 4989
Intergovernmental Agreement

71. 15-444 AUTHORIZATION TO ENTER INTO AMENDMENT NO. 1 TO THE INTERGOVERNMENTAL AGREEMENT WITH TOLLESON UNION HIGH SCHOOL DISTRICT NO. 214 FOR THE SERVICES OF A SCHOOL RESOURCE OFFICER AT ONE SCHOOL CAMPUS DURING THE 2014-15 SCHOOL YEAR
Staff Contact: Debora Black, Police Chief

Attachments: Resolution 4990
Agreement - Amendment No. 1

72. 15-448 AUTHORIZATION TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH TOLLESON UNION HIGH SCHOOL DISTRICT NO. 214 FOR THE SERVICES OF A SCHOOL RESOURCE OFFICER AT ONE SCHOOL CAMPUS DURING THE 2015-16 SCHOOL YEAR
Staff Contact: Debora Black, Police Chief

Attachments: Resolution 4991
Intergovernmental Agreement

73. 15-449 AUTHORIZATION TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH PEORIA UNIFIED SCHOOL DISTRICT FOR THE SERVICES OF A SCHOOL RESOURCE OFFICER AT TWO SCHOOL CAMPUSES DURING THE 2015-16 SCHOOL YEAR
Staff Contact: Debora Black, Police Chief

Attachments: Resolution 4992
Intergovernmental Agreement

74. 15-452 AUTHORIZATION TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH GLENDALE UNION HIGH SCHOOL DISTRICT FOR THE SERVICES OF A SCHOOL RESOURCE OFFICER AT TWO SCHOOL CAMPUSES DURING THE 2015-16 SCHOOL YEAR
Staff Contact: Debora Black, Police Chief

Attachments: Resolution 4993
Intergovernmental Agreement

75. 15-471 AUTHORIZATION TO ENTER INTO A LICENSE AND USE AGREEMENT FOR THE GLENDALE REGIONAL HEALTH CENTER AND A PROFESSIONAL SERVICES AGREEMENT FOR PUBLIC SAFETY PHYSICALS AND RELATED HEALTH SERVICES WITH STRENGTH TRAINING INCORPORATED
Staff Contact: Chris DeChant, Interim Fire Chief

Attachments: Resolution 4994
Agreements

76. 15-477 AWARD OF PROPOSAL 15-06, PROPERTY MANAGEMENT SERVICES
Staff Contact: Jack Friedline, Director, Public Works

Attachments: Resolution 4995
Agreement

PUBLIC HEARING - LAND DEVELOPMENT ACTIONS

77. 15-468 GENERAL PLAN AMENDMENT (GPA) GPA14-04 (RESOLUTION) AND REZONING (ZON) APPLICATION ZON14-06 (ORDINANCE): ORANGEWOOD RANCH - 7606 NORTH 83RD AVENUE (PUBLIC HEARING REQUIRED)
Staff Contact: Jon M. Froke, AICP, Planning Director

Attachments: Resolution 4996
Ordinance 2942 with Exhibit A
GP and Rezoning Narrative
CP Final Report as of 060315
GPA14-04
ZON14-06
GPA14-04A, ZON14-06A & PP14-05A

78. 15-404 REZONING (ZON) APPLICATION ZON15-01 (ORDINANCE): LONGO REZONE - 7115 AND 7723 NORTH 63RD AVENUE (PUBLIC HEARING REQUIRED)
Staff Contact: Jon M. Froke, AICP, Planning Director

Attachments: Ordinance 2943 with Exhibit A and Exhibit B
ZON15-01 Narrative
ZON15-01 CP Final Report
ZON15-01
ZON15-01A

PUBLIC HEARING - RESOLUTIONS AND ORDINANCES

79. 15-426 ADOPT A RESOLUTION DECLARING AS A PUBLIC RECORD THAT CERTAIN DOCUMENT ENTITLED "AMENDMENTS TO CHAPTER 21.1 MODEL CITY PRIVILEGE (SALES) TAX CODE"
Staff Contact: Vicki Rios, Interim Director, Finance and Technology

Attachments: Resolution 4997 with Exhibits

80. 15-416 ADOPT AN ORDINANCE AMENDING CHAPTER 21.1, THE MODEL CITY PRIVILEGE (SALES) TAX CODE (ORDINANCE) (PUBLIC HEARING REQUIRED)
Staff Contact: Vicki Rios, Interim Director, Finance and Technology

Attachments: Ordinance 2944

81. 15-436 ADOPT A RESOLUTION DECLARING AS A PUBLIC RECORD THAT CERTAIN DOCUMENT ENTITLED "AMENDMENTS TO GLENDALE CITY CODE, CHAPTER 21.2, SEXUALLY ORIENTED BUSINESSES"
Staff Contact: Vicki Rios, Interim Director, Finance and Technology

Attachments: Resolution 4998 with Exhibits

82. 15-435 ADOPT AN ORDINANCE AMENDING GLENDALE CITY CODE, CHAPTER 21.2, SEXUALLY ORIENTED BUSINESSES (ORDINANCE) (PUBLIC HEARING REQUIRED)
Staff Contact: Vicki Rios, Interim Director, Finance and Technology

Attachments: Ordinance 2945

PUBLIC HEARING - ORDINANCES

83. 15-469 REZONING (ZON) APPLICATION ZON15-03 (ORDINANCE): PALM CANYON BUSINESS PARK PLANNED AREA DEVELOPMENT - 17750 NORTH 83RD AVENUE (PUBLIC HEARING REQUIRED)
Staff Contact: Jon M. Froke, AICP, Planning Director

Attachments:
Ordinance 2946 with Exhibit A
ZON15-03 PAD 4-2-15
CP Final Report 4-2-15
Correspondence in Opposition
Emails Received
Question Cards
ZON15-03 Support Cards
City of Peoria Correspondence
ZON15-03
ZON15-03A

ORDINANCES

84. 15-391 ADOPT FISCAL YEAR 2015-2016 PROPERTY TAX LEVY (ORDINANCE)
Staff Contact: Tom Duensing, Interim Assistant City Manager

Attachments:
Ordinance 2947

85. 15-479 LEASE AGREEMENT: BANK OF AMERICA PLAZA, SUITES 150, 200, 225, 300, 315/320, 325, 350 AND 360
Staff Contact: Jack Friedline, Director, Public Works

Attachments:
Ordinance 2948
DCS Lease Agreement

REQUEST FOR FUTURE WORKSHOP AND EXECUTIVE SESSION

COUNCIL COMMENTS AND SUGGESTIONS

MOTION TO GO INTO EXECUTIVE SESSION

1. CALL TO ENTER INTO EXECUTIVE SESSION

EXECUTIVE SESSION

1. LEGAL MATTERS

A. The City Council will meet with the City Attorney for legal advice, discussion and consultation regarding the city's position in pending or contemplated litigation, including settlement discussions conducted in order to avoid or resolve litigation. (A.R.S. § 38-431.03(A)(3)(4))

B. Council will meet to discuss and consider records exempt by law from public inspection and are specifically required to be maintained as confidential by state or federal law. (A.R.S. § 38-431.03(A)(4))

ADJOURNMENT

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

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

Legislation Description

File #: 15-478, **Version:** 1

APPROVAL OF THE MINUTES OF THE JUNE 9, 2015 VOTING MEETING AND THE JUNE 10, 2015 SPECIAL VOTING MEETING

Staff Contact: Pamela Hanna, City Clerk

City of Glendale

5850 West Glendale Avenue
Glendale, AZ 85301

Meeting Minutes - Draft

Tuesday, June 9, 2015

6:00 PM

Voting Meeting

Council Chambers

City Council

Mayor Jerry Weiers
Vice Mayor Ian Hugh
Councilmember Jamie Aldama
Councilmember Samuel Chavira
Councilmember Gary Sherwood
Councilmember Lauren Tolmachoff
Councilmember Bart Turner

CALL TO ORDER

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

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

PLEDGE OF ALLEGIANCE

PRAYER/INVOCATION

The invocation was offered by Pastor Judah Montenegro of the Surprise Apostolic Church.

CITIZEN COMMENTS

Gary Hirsch, a Cactus resident, quoted a passage from the Sahuaro Weekly Update about streets and roadways and the fund balance. He said Councilmember Sherwood voted against the budget yet he was taking credit for the work of other Councilmembers that voted for it. He said they needed more improvements to the streets and needed to build up the fund balance. He also spoke about a radio broadcast about the Coyotes organization. In that broadcast, Mr. LeBlanc confirmed that he had spoken to several Councilmembers about what was discussed in executive session. He said this is an astonishing revelation and he is concerned about the sanctity of the executive session.

James Deibler, a Phoenix resident, said that the arena management agreement is a bad deal and costs the city millions of dollars. He said the Coyotes are using the taxpayers' money to pay down the hockey team debt. He said the city should get out of the deal with the Coyotes. He said the city should extend library hours and hire more public safety personnel. He hoped the city would make the right decision and get out of this deal and improve city services. He also spoke about a friend of his who almost fell out of his wheelchair due to a bump in the sidewalk. He said those should be fixed.

APPROVAL OF THE MINUTES OF MAY 26, 2015 VOTING MEETING AND MAY 29, 2015 SPECIAL VOTING MEETING

1. 15-422 APPROVAL OF THE MINUTES OF MAY 26, 2015 VOTING MEETING AND MAY 29, 2015 SPECIAL VOTING MEETING
Staff Contact: Pamela Hanna, City Clerk

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

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

CONSENT AGENDA

Mr. Duensing read items 2 through 22 on the consent agenda.

Mr. Duensing provided clarification on item 14 and said within the body of the legislation description, it indicates a bid amount of $899,773, but the bid amount is actually $943,914. It does not change the recommended action.

Mayor Weiers said the $899,773 number came from last year's bid.

Ms. Hanna read items 23 through 26 from consent resolutions.

2. 15-284 AUTHORIZATION TO APPROVE EXPENDITURE OF FUNDS FOR THE PURCHASE OF WATER QUALITY MONITORING EQUIPMENT AND LABORATORY SUPPLIES FROM HACH COMPANY
Staff Contact: Craig Johnson, P.E., Director, Water Services

This agenda item was approved.

3. 15-303 AUTHORIZATION TO APPROVE EXPENDITURE OF FUNDS FOR THE ORGANIZATIONAL MEMBERSHIP IN THE ARIZONA MUNICIPAL WATER USERS ASSOCIATION
Staff Contact: Craig Johnson, P.E., Director, Water Services

This agenda item was approved.

4. 15-315 AUTHORIZATION TO APPROVE EXPENDITURE OF FUNDS FOR THE PURCHASE OF RAW WATER FROM SALT RIVER VALLEY WATER USERS' ASSOCIATION
Staff Contact: Craig Johnson, P.E., Director, Water Services

This agenda item was approved.

5. 15-316 AUTHORIZATION TO APPROVE EXPENDITURE OF FUNDS FOR THE PURCHASE OF RAW WATER FROM CENTRAL ARIZONA PROJECT
Staff Contact: Craig Johnson, P.E., Director, Water Services

This agenda item was approved.

6. 15-317 AUTHORIZATION TO APPROVE EXPENDITURE OF FUNDS FOR THE COSTS ASSOCIATED WITH PARTIAL OWNERSHIP IN THE SUB-REGIONAL OPERATING GROUP
Staff Contact: Craig Johnson, P.E., Director, Water Services

This agenda item was approved.

7. 15-331 AUTHORIZATION TO AWARD CONTRACT TO AVESIS FOR VISION INSURANCE
Staff Contact: Jim Brown, Director, Human Resources and Risk Management

This agenda item was approved.

8. 15-334 AUTHORIZATION TO AWARD CONTRACT TO SUN LIFE FINANCIAL

FOR BASIC, AD&D AND SUPPLEMENTAL LIFE INSURANCE
Staff Contact: Jim Brown, Director, Human Resources and Risk Management

This agenda item was approved.

9. 15-336 AUTHORIZATION TO AWARD CONTRACT TO UNION SECURITY INSURANCE COMPANY FOR SELF-FUNDED SHORT TERM DISABILITY AND PUBLIC SAFETY LONG TERM DISABILITY
Staff Contact: Jim Brown, Director, Human Resources and Risk Management

This agenda item was approved.

10. 15-345 AUTHORIZATION TO RATIFY VERBAL AGREEMENT TO EXTEND THE CONTRACT WITH COUNSELING AND FAMILY RESOURCES, LTD, D.B.A. EAP PREFERRED AND EXERCISE THE OPTION TO RENEW THE CONTRACT
Staff Contact: Jim Brown, Director, Human Resources and Risk Management

This agenda item was approved.

11. 15-374 AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT WITH GOVERNMENTJOBS.COM, INC., D.B.A NEOGOV, FOR HUMAN RESOURCES SOFTWARE APPLICATIONS, UTILIZING A COOPERATIVE PURCHASING CONTRACT
Staff Contact: Jim Brown, Director, Human Resources and Risk Management

This agenda item was approved.

12. 15-376 AUTHORIZATION TO AWARD CONTRACT TO SEGAL WATERS FOR A CLASSIFICATION AND COMPENSATION STUDY
Staff Contact: Jim Brown, Director, Human Resources and Risk Management

This agenda item was approved.

13. 15-295 AUTHORIZATION TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT FOR MEDICAL DIRECTION CONSULTANT SERVICES WITH REDLINE EMERGENCY VOICE, INC.
Staff Contact: Chris DeChant, Interim Fire Chief

This agenda item was approved.

14. 15-350 AWARD OF BID TO GONZALEZ ASPHALT, INC., FOR UTILITY CUTS AND CONCRETE WORK
Staff Contact: Jack Friedline, Director, Public Works

This agenda item was approved.

15. 15-352 AUTHORIZATION TO ENTER INTO A CONSTRUCTION AGREEMENT WITH TALIS CONSTRUCTION CORPORATION FOR TRAFFIC CONTROL IMPROVEMENTS
Staff Contact: Jack Friedline, Director, Public Works

This agenda item was approved.

16. 15-353 AUTHORIZATION TO ENTER INTO A CONSTRUCTION AGREEMENT WITH J. BANICKI CONSTRUCTION, INC., FOR 2014/2015 BRIDGE MAINTENANCE REPAIR - VARIOUS LOCATIONS PROJECT
Staff Contact: Jack Friedline, Director, Public Works

This agenda item was approved.

17. 15-354 AUTHORIZATION TO ENTER INTO A CONSTRUCTION AGREEMENT WITH VENTURA-PACIFIC DEVELOPMENT, INC., TO REPLACE COMPUTER ROOM AIR CONDITIONER UNITS IN THE MAIN PUBLIC SAFETY BUILDING
Staff Contact: Jack Friedline, Director, Public Works

This agenda item was approved.

18. 15-355 AUTHORIZATION TO ENTER INTO A CONSTRUCTION AGREEMENT WITH VSS INTERNATIONAL, INC., FOR THE PAVEMENT SLURRY SEAL-PHASE TWO
Staff Contact: Jack Friedline, Director, Public Works

This agenda item was approved.

19. 15-356 AUTHORIZATION TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH PEARSON ENGINEERING ASSOCIATES, INC., FOR THE CITY HALL COOLING TOWER REPLACEMENT PROJECT
Staff Contact: Jack Friedline, Director, Public Works

This agenda item was approved.

20. 15-359 AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT WITH REHRIG PACIFIC COMPANY, INC., FOR RESIDENTIAL REFUSE AND RECYCLING CONTAINERS
Staff Contact: Jack Friedline, Director, Public Works

This agenda item was approved.

21. 15-363 AUTHORIZATION TO ENTER INTO AN AGREEMENT WITH ENVIRONMENTAL EARTHSCAPES, INC., DOING BUSINESS AS THE GROUNDSKEEPER, FOR LANDSCAPE MAINTENANCE SERVICES
Staff Contact: Jack Friedline, Director, Public Works

This agenda item was approved.

22. 15-382 AWARD OF CONTRACT FOR LANDSCAPE SERVICES FOR COMMUNITY HOUSING
Staff Contact: Erik Strunk, Director, Community Services

This agenda item was approved.

CONSENT RESOLUTIONS

23. 15-380 AMENDMENT NO. 1 TO INTERGOVERNMENTAL AGREEMENT BETWEEN THE MARICOPA COUNTY LIBRARY DISTRICT AND THE CITY OF GLENDALE FOR THE LIBRARY ASSISTANCE PROGRAM
Staff Contact: Erik Strunk, Director, Community Services

RESOLUTION NO. 4960 NEW SERIES WAS READ BY NUMBER AND TITLE ONLY, IT BEING A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF AMENDMENT NO. 1 TO AN INTERGOVERNMENTAL AGREEMENT WITH THE MARICOPA COUNTY LIBRARY DISTRICT FOR THE LIBRARY ASSISTANCE PROGRAM.

This agenda item was approved.

24. 15-395 AUTHORIZATION TO APPLY FOR AND ACCEPT REVENUE SHARING FUNDS FROM THE TOHONO O'ODHAM NATION
Staff Contact: Tom Duensing, Interim Assistant City Manager

RESOLUTION NO. 4961 NEW SERIES WAS READ BY NUMBER AND TITLE ONLY, IT BEING A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE SUBMITTAL OF TEN (10) APPLICATIONS IN THE APPROXIMATE AMOUNT OF $2,155,954 (TWO MILLION ONE HUNDRED FIFTY-FIVE THOUSAND, NINE HUNDRED FIFTY-FOUR DOLLARS) FOR INDIAN GAMING REVENUE SHARING GRANTS TO THE TOHONO O'ODHAM NATION; AND AUTHORIZING THE ACCEPTANCE, IF AWARDED, ON BEHALF OF THE CITY OF GLENDALE.

This agenda item was approved.

25. 15-396 RESOLUTION OF SUPPORT FOR A GRANT REQUEST BY THE 1st LT. FRANK LUKE JR. MEMORIAL MUSEUM AND RESEARCH CENTER
Staff Contact: Tom Duensing, Interim Assistant City Manager

RESOLUTION NO. 4962 NEW SERIES WAS READ BY NUMBER AND TITLE ONLY, IT BEING A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE SUBMITTAL OF AN APPLICATION FOR AN INDIAN GAMING REVENUE SHARING GRANT TO TOHONO O'ODHAM NATION ON BEHALF OF THE 1ST LT. FRANK LUKE JR. MEMORIAL MUSEUM AND RESEARCH CENTER IN THE AMOUNT OF $59,320.

This agenda item was approved.

26. 15-397 RESOLUTION OF SUPPORT FOR A GRANT REQUEST BY THE GLENDALE HISTORIC PRESERVATION SOCIETY
Staff Contact: Tom Duensing, Interim Assistant City Manager

RESOLUTION NO. 4963 NEW SERIES WAS READ BY NUMBER AND TITLE ONLY, IT BEING A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE SUBMITTAL OF AN APPLICATION FOR AN INDIAN GAMING REVENUE SHARING GRANT TO TOHONO O'ODHAM NATION ON BEHALF OF THE GLENDALE ARIZONA HISTORICAL SOCIETY IN THE AMOUNT OF $32,800.

This agenda item was approved.

Approval of the Consent Agenda

A motion was made by Sherwood, seconded by Hugh, to approve the recommended actions on Consent Agenda Item Numbers 2 through 26. The motion carried by the following vote:

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

PUBLIC HEARING

27. 15-373 PUBLIC HEARING AND APPROVAL OF FISCAL YEAR 2015-16 PROPERTY TAX LEVY AND TRUTH IN TAXATION NOTICE (PUBLIC HEARING REQUIRED)

Staff Contact: Tom Duensing, Interim Assistant City Manager

Mayor Weiers opened the public hearing. There being no speakers, he closed the public hearing.

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

Aye: 5 - Councilmember Aldama, Councilmember Chavira, Councilmember Sherwood, Councilmember Tolmachoff, and Councilmember Turner

Nay: 2 - Mayor Weiers, and Vice Mayor Hugh

ORDINANCES

28. 15-385 PUBLIC UTILITY EASEMENT AND ROADWAY ABANDONMENT OF CHERYL DRIVE

Staff Contact: Jack Friedline, Director, Public Works

Mr. Friedline said this item was requesting Council adopt an ordinance approving the abandonment of a public utility easement along Cheryl Drive, between Citrus Road and 175th Avenue, and vacate a portion of the adjacent roadway in that location. He said a public utility easement was dedicated between Citrus Road and 175th Avenue, adjacent to the roadway of Cheryl Drive. He continued Cheryl Drive was never paved and the city annexed Zanjero Pass, the public utility easement and roadway and MWD. The dominant landowner has requested that the easement be abandoned by the city. All affected utility companies have confirmed they do not need the easement. MWD has also requested the roadway be abandoned since there is no public access from the Zanjero Pass development to Cheryl Drive. Staff has determined that the roadway and easement are of little benefit to the city or its residents and the wishes to relinquish any responsibility for maintenance and liability to the adjacent landowners. There are no objections to the

abandonment of the public utility easement from the utility companies and adjacent landowners have requested ownership control over the roadway and they will own and maintain the unpaved road in the future. Staff recommends abandoning the easement and vacating the roadway.

Councilmember Tolmachoff was concerned about some of the language regarding property ownership and asked if staff was certain the city will have no obligation.

Mr. Friedline said it is his understanding that NWD intends to revert this property to the landowners and he knows of no reason why they would not do that. He said the landowners are ready and willing to accept it.

Councilmember Tolmachoff asked if that would be spelled out in the agreement. Mr. Friedline responded yes, but there could be no guarantees that all the landowners will end up accepting their frontage land.

ORDINANCE NO. 2940 NEW SERIES, WAS READ BY NUMBER AND TITLE ONLY, IT BEING AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE ABANDONMENT OF A PUBLIC UTILITY EASEMENT BETWEEN CITRUS ROAD AND 175TH AVENUE AND AUTHORIZING THE VACATION OF THE ROADWAY BETWEEN CITRUS ROAD AND 175TH AVENUE KNOWN AS CHERYL DRIVE; AND DIRECTING THE CITY CLERK TO RECORD A CERTIFIED COPY OF THIS ORDINANCE.

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

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

29. 15-375 AUTHORIZATION TO ENTER INTO LEASE AGREEMENT AMENDMENT N0. 1 WITH HOPE FOR HUNGER CORPORATION
Staff Contact: Erik Strunk, Director, Community Services

Mr. Strunk said this item is for approval of a two year renewal option for an agreement with Hope for Hunger Corporation, and the agreement is retroactive to December 2014. The purpose is for warehousing and food distribution for low to moderate income persons at 5605 N 55th Avenue. Hope for Hunger provides supplemental and emergency food for Glendale residents. The food bank is a very important presence in the community. He explained they expect to serve about 49,000 individuals in the upcoming year. He said there are no ongoing operational or maintenance costs associated with the lease for renewal.

Councilmember Aldama commented he is excited that Hope for Hunger is back for approval. He said people still have needs for emergency food at this location. He thanked Mr. Strunk and his staff for their efforts.

ORDINANCE NO. 2941 NEW SERIES, WAS READ BY NUMBER AND TITLE ONLY, IT BEING AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO AMENDMENT NO. 1 TO THE FOOD BANK LEASE AGREEMENT WITH HOPE FOR HUNGER CORPORATION FOR THE PURPOSE OF WAREHOUSING AND DISTRIBUTING FOOD TO LOW AND MODERATE INCOME PERSONS;

AUTHORIZING A TWO-YEAR EXTENSION OF THE LEASE; AND ORDERING THAT A CERTIFIED COPY OF THIS ORDINANCE BE RECORDED.

Councilmember Chavira thanked Mr. Strunk and Randy Rodriguez for their efforts to keep this program going. He said the families being helped by this program are the working poor and are in need of this continuing service.

Mayor Weiers said he met Randy Rodriguez and they spoke about the battles they had to establish Hope for Hunger and he promised Mr. Rodriguez he would do everything he could to assist with this program. He said the Christmas Parade has raised money and they have been able to give Hope for Hunger checks for $10,000 for two years. He also thanked Randy's wife for her hard work

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

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

PUBLIC HEARING – RESOLUTIONS

30. 15-377 AMENDMENT TO FISCAL YEAR 2014-2015 COMMUNITY DEVELOPMENT BLOCK GRANT ANNUAL ACTION PLAN (PUBLIC HEARING REQUIRED)

Staff Contact: Erik Strunk, Director, Community Services

Mr. Strunk said this item will help Glendale assist families into affordable housing. He said staff is asking Council to amend the FY14-15 Annual Action Plan. This approval will allow the city to accept an additional $200,000 in home investment funds through the Maricopa County Home Consortium, and it will allow the city to continue its partnership with Habitat for Humanity for rehabilitation and resale of four homes. He said there is no fiscal impact on the city.

Mayor Weiers opened the public hearing. There were no speakers on this item and the public hearing was closed.

RESOLUTION NO. 4964 NEW SERIES WAS READ BY NUMBER AND TITLE ONLY, IT BEING A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, APPROVING AND AUTHORIZING SUBMISSION OF AN AMENDMENT TO THE ANNUAL ACTION PLAN FOR FISCAL YEAR 2014-2015 TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT THROUGH THE MARICOPA COUNTY HOME CONSORTIUM AND ACCEPTING HOME INVESTMENT PARTNERSHIPS PROGRAM REALLOCATION IN THE AMOUNT OF $200,000.

Councilmember Sherwood spoke about the progress made by this program and said it is a wonderful program. He said it benefits and makes a big difference in the neighborhoods.

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

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

31. 15-378 PUBLIC HEARING AND ADOPTION OF FISCAL YEAR 2015-2016 FINAL BUDGET (RESOLUTION) (PUBLIC HEARING REQUIRED)
Staff Contact: Tom Duensing, Interim Assistant City Manager

Mr. Duensing said this is a request to review the FY15-16 final budget, conduct a public hearing on the budget and convene a special meeting to adopt a resolution approving the final operating, capital, debt service and contingency appropriation budget. Mr. Duensing provided several highlights of this budget and said it continues delivery to the citizens and honors contractual obligations. It also includes significant investment in technology projects, absorbs impacts of Fire MOU and non-represented pay increases. It also absorbs increases in PSPRS retirement, retirement increases and the city will contribute more than the minimum amount required. This budget also consolidates the General Fund sub-funds and also includes appropriate for pavement management, increases to library hours, appropriates $10,000 for diversity projects, and funding for homeless prevention. It also revises city financial policies related to the appropriate level of General Fund fund balance. Mr. Duensing said he was pleased to report that Moody's released a report today that upgrades the city's rating outlook from stable to positive on all the city's debt. He said the Moody's review represents the hard work of staff and the Council's decision-making, and he highlighted comments from the Moody's report. He asked Mayor Weiers to convene a special meeting and open a public hearing.

Mayor Weiers opened the public hearing.

James Diebler, a Phoenix resident, said the budget is good because the city is trying to budget the money to fix roads, extend library hours and improve transit routes in the city. He said it will also help the Adult Center be more productive.

Mayor Weiers closed the public hearing.

SPECIAL BUDGET MEETING (TO ADOPT FISCAL YEAR 2015-16 FINAL BUDGET)

RESOLUTION NO. 4965 NEW SERIES WAS READ BY NUMBER AND TITLE ONLY, IT BEING A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, ADOPTING THE ESTIMATES OF THE AMOUNTS REQUIRED FOR THE PUBLIC EXPENSE FOR THE CITY OF GLENDALE FOR THE FISCAL YEAR 2015-16; ADOPTING A FINAL BUDGET; AND SETTING FORTH THE REVENUE AND THE AMOUNT TO BE RAISED BY DIRECT PROPERTY TAXATION FOR THE VARIOUS PURPOSES.

Councilmember Chavira thanked Mr. Duensing and staff for fixing the city. He said Fire is understaffed and wanted to have everyone aware of the slow call times for Fire calls. He said he was going to have to vote no on the budget.

Councilmember Sherwood asked Mr. Duensing where the city would be if they had voted to drop the sunset clause.

Mr. Duensing said it was difficult to say, but his assessment was the city would not have had the positive outlook it received today. He said there are many other factors that also go into that positive outlook.

Councilmember Sherwood asked if that tax generated about $23 million a year right now.

Mr. Duensing said that was correct.

Councilmember Sherwood said that was a close, difficult vote a year ago and he couldn't imagine the city not having that as they try and fix the budget. He said staff laid out the budget process so it was easy for everyone to see. He also appreciated getting the fund balance back in order, although he was concerned about the out years if they cannot reach the 25 percent by 2020. He is still concerned about public safety and said he didn't see where they had the extra money. He will have to vote no on this just to be consistent with his vote two weeks ago. He did say he was happy with the way the city is moving and the Moody's rating increases. He hoped they could come up with something soon to address the public safety issue.

Mayor Weiers closed the special budget meeting and reconvened the voting meeting.

Councilmember Tolmachoff asked if the sunset was supposed to be August of 2017 for the temporary sales tax.

Mr. Duensing said he believed that was correct.

Councilmember Turner complimented city staff for the work they have done. He said there is a lot of good in this budget, including raises, securing pensions for public safety employees and body cameras for police officers. The city is also adding four engineers in the streets department for the repavement program. He said long range planning will help solve the city's problems, including the public safety issues. He said there are opportunities to make mid-year adjustments if necessary. He said long range fiscal stability is crucial for the city.

Councilmember Aldama thanked the Councilmembers who are passionate about public safety. He also thanked Mr. Duensing for laying out the budget process in an understandable way. He is passionate about Public Safety, the police and fire and urged the Council to address those needs as soon as possible. He is pleased about this budget and said it starts to right this very large ship. He also spoke about refinancing the bonds to help save the city money, the increase and library hours, providing funding for homeless prevention, and obtaining funding for the repavement program. He urges staff to work on a plan for Public Safety.

Councilmember Tolmachoff wanted everyone not to confuse fiscal responsibility with not caring about Public Safety. She said the budget is fiscally responsible.

Mayor Weiers said he was proud of staff for the balanced budget. He said he was glad the Council is making decisions for the good of the city. He said the city is lucky to have Mr. Duensing.

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

Aye: 5 - Mayor Weiers, Vice Mayor Hugh, Councilmember Aldama, Councilmember Tolmachoff, and Councilmember Turner

Nay: 2 - Councilmember Chavira, and Councilmember Sherwood

ADJOURN SPECIAL BUDGET MEETING AND RECONVENE REGULAR COUNCIL MEETING

REQUEST FOR FUTURE WORKSHOP AND EXECUTIVE SESSION

A motion was made by Vice Mayor Hugh, seconded by Councilmember

Sherwood, to hold the next regularly scheduled City Council workshop on Tuesday, June 16, 2015 at 1:30 p.m. in room B-3 of the City Council Chambers, to be followed by an Executive Session pursuant o A.R.S. 38-431.03. The motion carried by the following vote:

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

COUNCIL COMMENTS AND SUGGESTIONS

Councilmember Aldama will not hold mobile office hours in July, but will resume on August 3rd from 5:00 pm to 6:30 pm at the Glendale Community Center at 5401 W. Ocotillo Road. He also thanked the citizens who attend the mobile office hours. He thanked staff for answers provided to citizen questions.
Councilmember Chavira spoke about Alex Romero who went through the Glendale Community College fire program and was hired by Buckeye Valley Fire Department.

Mayor Weiers said if patrons mentioned MYAC at Chipotle at Westgate from 5 pm to 9 pm tomorrow night, 50 percent of the proceeds will go to Relay for Life. He said on Saturday, June 13th from 10 am to 2 pm, at Arrowhead Towne Center, southwest parking lot; agencies from Glendale, several Sheriff's Departments, and Luke Air Force Base will be out to meet the community so they understand what those law enforcement agencies do every day. Mayor Weiers said he will allow himself to be tased if the highest bidder is over $10,000. Those proceeds will go to the 100 Club.

ADJOURNMENT

The meeting was adjourned at 7:10 p.m.

City of Glendale

5850 West Glendale Avenue
Glendale, AZ 85301

Meeting Minutes - Draft

Wednesday, June 10, 2015

6:00 PM

Special Voting Meeting

Council Chambers

City Council

Mayor Jerry Weiers
Vice Mayor Ian Hugh
Councilmember Jamie Aldama
Councilmember Samuel Chavira
Councilmember Gary Sherwood
Councilmember Lauren Tolmachoff
Councilmember Bart Turner

CALL TO ORDER

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

[Councilmember Sherwood participated telephonically.]

Also present were Richard Bowers, Acting City Manager; Tom Duensing, Interim Assistant City Manager; Michael Bailey, City Attorney; Pamela Hanna, City Clerk; and Darcie McCracken, Deputy City Clerk.

PLEDGE OF ALLEGIANCE

PRAYER/INVOCATION

Reverend Maupin offered the invocation.

1. 15-470 DISCUSSION AND POSSIBLE ACTION TO DIRECT THE CITY MANAGER AND CITY ATTORNEY TO CANCEL THE PROFESSIONAL MANAGEMENT SERVICES AND ARENA LEASE AGREEMENT BETWEEN THE CITY OF GLENDALE AND ICEARIZONA MANAGER CO., LLC AND ICEARIZONA HOCKEY CO., LLC, PURSUANT TO ARIZONA REVISED STATUTES § 38-511, AND TO PURSUE ANY AND ALL OTHER LEGAL ACTIONS AND REMEDIES NECESSARY TO EFFECTUATE CANCELLATION OR TERMINATION OF THE AGREEMENT

Staff Contact: Michael D. Bailey, City Attorney

A motion was made by Councilmember Aldama, seconded by Councilmember Chavira, that this agenda item be tabled for two weeks. The motion failed by the following vote:

Aye: 2 - Councilmember Aldama, and Councilmember Chavira

Nay: 4 - Mayor Weiers, Vice Mayor Hugh, Councilmember Tolmachoff, and Councilmember Turner

Absent: 1 - Councilmember Sherwood

CITIZEN COMMENTS

Arthur Thruston, a Cactus resident, said everyone is welcome to come to the city and will be treated fairly. He asked everyone in the audience to speak and act accordingly, and welcomed everyone to the meeting.

NEW BUSINESS

1. 15-470 DISCUSSION AND POSSIBLE ACTION TO DIRECT THE CITY MANAGER AND CITY ATTORNEY TO CANCEL THE PROFESSIONAL

MANAGEMENT SERVICES AND ARENA LEASE AGREEMENT BETWEEN THE CITY OF GLENDALE AND ICEARIZONA MANAGER CO., LLC AND ICEARIZONA HOCKEY CO., LLC, PURSUANT TO ARIZONA REVISED STATUTES § 38-511, AND TO PURSUE ANY AND ALL OTHER LEGAL ACTIONS AND REMEDIES NECESSARY TO EFFECTUATE CANCELLATION OR TERMINATION OF THE AGREEMENT

Staff Contact: Michael D. Bailey, City Attorney

Mr. Bailey said he was here to provide a summary of the key legal points regarding a possible termination of the contract between the city and the Arizona Coyotes. He said the best way to approach a complicated issue is to read directly from the statute. He said the language contained in the statute is unambiguous. Mr. Bailey read from the Arizona State Statues, "the state, political subdivisions, or any department or agency of either, may, within three years after its execution, cancel any contract without penalty or further obligation made by the state, its political subdivisions or any of the departments or agencies of either, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the state, its political subdivisions, or any of the departments or agencies of either, is at any time while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity, or a consultant to any other party to the contract, with respect to the subject matter of the contract."

Mr. Bailey said his office has sought opinions from numerous experts on the language and interpretation of this statute. He said the facts support a conclusion that former employees who work for the Coyotes also heavily influenced and quietly assisted in the final negotiations of the contract. He said it is the obligation of the elected members of the Council, whose duty it is to protect the citizens and taxpayers, has the right to terminate this contract if they believe the former employees violated the public trust and the result was a contract that is opposite of the usual goal in a public/private partnership. He said normally these partnerships are weighted so they are a win-win for the private entity and the taxpayers. He said this issue regarding former employees' behavior just recently came to their attention, Council is also aware that the city has persistently requested a renegotiation of the agreement terms. Under the existing deal, the city is obligated to pay the Coyotes $15 million a year, and that money is supposed to be allocated for arena management and it is not supposed to be used for ownership's debt retirement. He said the city has challenged the use of those funds and the team claims to have made budget and financing adjustments to meet the city's requirements.

Mr. Bailey said the city has a proven record as an exceptional partner for projects that benefit the growth and the quality of life here. The city has and continues to be honored as the host of two Super Bowls, Fiesta Bowls, bowl championship series and the municipal host to the Arizona Cardinals. This particular partnership, in the opinion of many experts, has benefitted only one partner, the Arizona Coyotes. For many reasons, the city has tried to secure a new contract with the team, because the issues are not about hockey or winning seasons. The recent issue is about the protection of the citizens, taxpayers and other city corporate partners. If taken at face value, an employee may not be involved with initiating, negotiating, securing, drafting or creating the contract on behalf of the state. If that employee is, "an employee or agent of any other party to the contract, in any capacity, or a consultant to any other party," bottom line, the law was designed to protect taxpayers from employees who may have a dual relationship from negotiating contracts. Mr. Bailey said his office has determined that the Council does have a right to vote on this issue because state law is very clear. He said it was put in place to prevent a dishonest business deal. It is Council's decision about this particular

contract. Council's decision depends on its interpretation of the law, evaluation of the evidence and the fiduciary responsibility to the citizens of Glendale.

Vice Mayor Hugh made a motion, seconded by Councilmember Turner, to direct the City Manager and City Attorney to cancel the professional management services and arena lease agreement between the City of Glendale and IceArizona Managing Company, LLC and IceArizona Hockey Company LLC, pursuant to ARS 38-511 and to pursue any and all other legal actions and remedies necessary to effectuate cancellation or termination of the agreement.

Mayor Weiers asked all citizens wishing to speak on this issue to form a line and they will start with Nick Woods, representing the Coyotes franchise. Mr. LeBlanc will speak next and then the citizens will have an opportunity to speak. He stated the time for taking comment would be one hour. He asked if anyone feels an earlier speaker said what they were going to say, it is their choice to stand down and let someone else speak.

Nick Wood, law firm of Snell & Wilmer, said his client was given notice of this hearing about 24 hours ago. Mr. Wood continued he was on vacation and has very little time to prepare for this hearing. Mr. Wood said two years ago, he spent several months negotiating this deal, and a lot of effort went into those negotiations. He said he felt the agreement was fair. No one received everything they wanted, but everybody won, including the taxpayers and Westgate. He said he is perplexed and disturbed by what the city was trying to do. He said promises were made and the city should keep its promises. He spoke about a bar complaint filed against Mr. Tindall, but he was cleared of any wrongdoing. He also spoke about Councilmembers being charged with violating open meeting laws. No charges were filed on that issue. He said the city has no reason to cancel this contract. He said they are ignoring the language of the statute. He said Mr. Tindall was not an employee of the city when he sent the infamous email. He said he doesn't understand why the city would put itself at risk if this motion is approved. He said the city ignored its own legal advice in the severance agreement, which said the city waived all conflicts of interest against Craig Tindall. To say that he violated a conflict of interest is ridiculous. He said the reputation of the city has been they don't treat the city's partners as partners and the city is aggressive. He said there are no deficiencies in the contract and it was negotiated in good faith. He said the city is using a character assassination as a means for walking away from a legal obligation.

Mr. Wood said if the city acts upon this tonight, there will be claims filed against the city in excess of $200 million. He said the damage to the Coyotes, the brand and the reputation of the NHL will be irreparable. He said the basis for the claim is specious and laughable, and there is no basis for the claim. He said this is a terrible, terrible mistake and there is no coming back from that decision. He said the city will lose this case and it will cost the taxpayers hundreds of millions of dollars to get it through it. He said his clients are asking him if this is real. He asked why any major company would want to do business with the city again. He said the city knew that Craig Tindall was hired by the Coyotes in September of 2013. The city did not take any action and wanted to see how the Coyotes performed. Once the city lost $6 million, then they decided to take action. He spoke about the RFPs the city accepted just before it negotiated this agreement. He said several respondents were going to charge the city $6 or $7 million to manage the arena. He also asked what happens to the business partners at Westgate. Westgate businesses were scared they were going to go out of business when this deal was negotiated. He implored and warned the Council this will be the biggest mistake the city will make if they move forward with this action. He said there is no turning back from this decision and the damage will have been done.

Anthony LeBlanc, Coyotes owner, said he came tonight with candid feedback. He said the Council has started a process that has already had significant negative impact on the Coyotes. This action will not prevail in court, is not ethical in the court of public opinion and it is not helpful to the cause of a partnership that is less than two years old. He said Mayor Weiers wants the Coyotes to stay, but in a way that is beneficial to both the Coyotes and the city. He wanted Council to view the facts realistically and said the agreement is more beneficial to the city than original projects and forecasts from less than 2 years ago. He asked Council and the taxpayers to focus on the empirical facts, and not on the political grandstanding they are now witnessing. He said the city receives a tremendous amount of revenue from the Coyotes and for the first 9 months of this fiscal year, the city has received $905,000 from parking, $500,000 from rent, $350,000 from the city's portion of the naming rights agreement, $522,000 for reimbursed public safety, $2.8 million from ticket surcharges, and $1.5 million from direct sales tax from the Coyotes. He said sales tax revenue is never included in disclosures from the city regarding revenues with the Coyotes. He said this all adds up to more than $6.5 million in direct revenues from the Coyotes and this does not include the final quarter of this fiscal year and also does not include the increase in sales taxes from Westgate Entertainment District. Over 600,000 comes to the area every year, and they conservatively estimate to bring in an additional $2.5 million in revenue via sales taxes from Westgate patrons that otherwise would not be visiting Westgate. This brings the total benefit to the city of over $9 million this year from the Coyotes to the City. This fiscal year already shows over $1 million in revenue back to the city than last fiscal year. He said this all occurred even with Coyotes not having their best year.

Mr. LeBlanc said the net cost to the city to operate the arena is less than $6 million per year, which is less than the city, had budgeted two years ago. He asked how is this not beneficial to the city. He said this also does not include the capital expenditures into the arena that comes directly from ownership. Last year, over $2 million was spent in improvements to the food and beverage, improvements to the clubs and improvements to locker room and hockey area. He said there has also been an additional $2 million spent in technology improvements, including wifi in the arena. He said it is important for the taxpayers to understand that the Coyotes are an important economic driver for the city's economy. The actions of the Council have been highly detrimental to the business they are operating. They have been advised by their partners that they wish to understand their options based upon the uncertainty that has been set in motion based on the actions of the Council. Mr. LeBlanc provided an example of this and said the Council's actions have guaranteed that the Coyotes will not host a hockey tournament set for late 2017. This was an opportunity for tens of millions of dollars for the city. The city's actions have tarnished the image of the community to any outside group, including potential sponsors and customers. He said the city is trying strong-armed threats and tactics to force a renegotiation, regardless of the positive benefits to both parties. He said it was not correct that they have been working for months to renegotiate the lease. He said at a meeting two days ago, it was the first time the city asked the Coyotes to renegotiate the lease. He said they declined at that time. The city warned the Coyotes at that time that they felt they had legal options available, but declined to tell the Coyotes what those options were. He said 24 hours later an emergency meeting was called to discuss terminating the lease. He said the methods used have tarnished the reputation of a good man, who was a good, honest servant to the city for many years. He also said the city stated via the media that they were happy to discuss a renegotiation. He said this is not how business is conducted in the real world. He said the Coyotes have now lost tens of millions of dollars in revenue unnecessarily. He said if the city continues down this path, the damage is just beginning. Everyone will lose and no one will lose more than the taxpayers of the city of Glendale. He asked them to put aside the political grandstanding. He said the Coyotes are committed to Glendale for the long term.

Bea Wyatt, a Cave Creek resident, represents Desert Hockey Development, which offers free youth hockey to the children of Glendale. She spoke about related Council actions on the Coyotes deal. She spoke about Mr. Tindall's forced resignation, said he was given a conflict of interest waiver. She spoke about the negotiations to write this agreement and at that time Mr. Tindall was no longer an employee. She said at that time, Mr. Tindall was only able to provide information on past city deals and not able to provide legal advice. She said he was not able to give legal advice, so anything provided to Council at that time was not legal advice. She quoted a section of ARS 38-511 and said Mr. Tindall was not an employee with the city at the time the contract was created. She said the city benefits greatly from having the Coyotes playing in Glendale. She said there were other benefits, such as park improvements that came with the Coyotes being in the city. She said the public already is wondering why anyone would want to do business with Glendale.

James Deibler, a Phoenix resident, said the city cannot afford the Coyotes and said the Coyotes broke the law. He also spoke about Mr. Tindall and illegal dealings with the Coyotes. He said he is against the arena management agreement because the city cannot afford it. He said the money should be used to repair road, extend library hours and help the homeless. He said the deal is not good for the taxpayers of the city. He would like to see the Coyotes move to Phoenix as Phoenix has more shops and businesses to support the team. He also said Mayor Stanton would be happy to have the Coyotes in his city.

Reginald Martinez, a Barrel resident, said he was a community activist. He said he supported Westgate and the Coyotes, but he did not agree with the Coyotes contract. He said Ms. Fischer did some great things while she was here. The city made a commitment and there is a penalty to pay for not honoring the contract. He was not sure the city can afford to pay the penalty. He said he is not sure the city can win this war and asked the Council to consider this decision carefully. He hoped the Council has a plan to get them through the next 20 years.

Jesse Hurley, a Phoenix resident, said he spends a lot of Glendale. He said this is like watching two parents fight. He said the Council has already made their decision, and they aren't going to hear what the fans have to say tonight. He said the Council is shredding the city and the city's team. He asked who hired the Council and who pays their salaries. He said taxpayers and the voters are angry about this decision. He said other cities in the NHL hate having their team moved and the money will be flowing from lawsuits. He said the fans are sick and tired of being jerked around. He asked the Council to make and keep their commitments. He asked the Council to do that for the people who voted for them.

Gary Hirsch, a Cactus resident, asked if Councilmember Sherwood was on the phone. There was no answer and he said it was ironic that the author of this horrific deal was not present to defend his decision. He said he remembered the Acting City Manager at the time cautioning the Council about the unreasonable level of risk with this agreement. He said they see now that they do have an unacceptable level of risk. He said the deal is not working and is ill-conceived. He is thankful the Council has found a way to disconnect from this agreement. He hoped the Coyotes can rent the facility like any other tenant. He said this agreement was not in the best interest of the city. He said tonight is the night for statesman like behavior and asked the Council to vote yes to end this. He said many professional organizations would be happy to come in and work the arena and let Glendale take control of its own fate.

Chris Hauser, a Barrel resident, said he moved to Glendale because he thought it would be a great place to live. The sports facilities, teams, spring training, are all great things to have in the community. He is ashamed the deal has come to this. He wished the terms could have been better. He said it seems like the Council is trying to take away one of the things he loves about the city.

Julie Done, a Litchfield Park resident, said she and her husband spend a lot of money in Glendale. She asked what evidence Council had to support the use of the statute. She said Mayor Weiers wants transparency in these proceedings, and asked where the transparency was in not providing the public with the evidence. She said it appears the Council is using the statute to get out of a deal. She said the statute was enacted so that people in a political position would not take advantage of that position and benefit from it. She said she has seen no evidence of this based on the timelines presented. She said the 18 month delay in asking for the cancellation is suspicious and not in support of the way the statute is being used. She said the damage will be the Coyotes leaving and an empty arena. She said the collateral damage goes far beyond that, including damage to Westgate businesses. She said this will haunt the city in all future business dealings. She asked if this is what the city wanted their reputation to be and asked them to think about this a little longer.

Jeff Teetsel, Development Manager for Westgate Entertainment District, said he is disappointed to hear this item is being revisited. He said Council is bringing unnecessary negative attention to the city and the Coyotes franchise. He said hundreds of millions of dollars in private capital has been invested in the city on the basis of this contract. He wanted to address two items, choices and economic development. He said this deal does not cost the city $15 million, and the net cost to the city is around $7 million. He said this is a choice between $7 million and what the city will do with an empty arena. He discussed the various previous bids that were received. He said it is absurd if the Council ignores the economic development outside the walls of the arena. He said there has been substantial development activity in Westgate in the last three years. He said they are building a Dave & Buster's right now and the city has a pending application for another hotel in the city. That development represents over $100 million in sales revenue. He asked the Council if the economic growth would be the same without the Coyotes. He said this decision will be a cost to the city taxpayers.

Adam Kariotoglou, a Phoenix resident and Glendale business owner, spoke about common sense and said this decision will devastate the businesses, their families and children. He said the businesses will shut down. He said the people who have money invested in the city do care about this decision. He said he will lose money and so will everyone else. He asked for the Council to communicate and compromise.

Maryann Bailey, a Barrel resident, said the Council should be ashamed of them for even thinking about this. She said the Coyotes organization is giving back to the community. She said the Coyotes support the area and the city should be thankful for that. She said they are devastating the business and Coyotes organization. She said no other businesses will want to come to Glendale, and the Council should think about that. She is ashamed to live in the city. She asked where Council's priorities were. She said the Coyotes were a good organization. She asked the Councilmembers to change their mind.

John Mendibles, a Phoenix resident, said he was a former Mayor from a small community. He said this was not an issue of us versus them; it was an issue for Glendale as a community. He asked the public why they elected these Councilmembers. He said this was taxpayer money that was not going to parks and libraries. He asked the citizens to work with each other. He said taxpayer money

supports the sports team. He said Mr. Wood, Mr. LeBlanc and the Councilmembers are very honorable. He said threats don't do anything other than create adversary. The community needs to come together.

Donovan Walden, a Goodyear resident, said he represented all the businesses at Westgate. He said those businesses rely on the weekday traffic at Westgate to keep revenue up. He said it is a mistake to cancel this contract. He said they have a great working environment with the Coyotes and the fans.

Larry Feiner, a Sahuaro resident, said he has lived and worked here for over 10 years and is on the Board of Adjustment. He said Desert Hockey Development is dedicated to making hockey affordable for the children in Glendale. He spoke about the studies done about the cost of the arena with and without the Coyotes. He asked if those studies had been considered. He asked if the Council had made plans A, B and C. He said the timing of this item is suspicious. He said this meeting was called when it was known that Councilmember Sherwood was going to be out of town. He said he is not very happy with the Council.

Councilmember Sherwood said he was on the line.

Joy Dunn, a Glendale resident, said her neighborhood has changed with the economic downturn. She is watching the neighborhoods take a downturn as well. She has talked about the crime in several neighborhoods and the smoke shops moving in. She has spoken to the police about these incidents. She is worried about her neighborhood. She said the Council needs to get on top of this and she is angry.

Jennifer Del Prinape, a Surprise resident, said she spends a good deal of time and money in the Westgate area. She said her son plays hockey and you have to live in the Phoenix area to do that as they don't have hockey in Tucson; where she lived previously. She urged the Council to consider this issue and said the Coyotes have brought so much to the community. She said it would be a shame to lose the Coyotes.

Bernadette Bolognini, an Ocotillo resident, has lived in Glendale for 30 years. She is concerned that the city doesn't have the tax base to support the Coyotes. She said they are losing out on city amenities with parks and libraries, and the city spends its money subsidizing a team. She isn't sure how the city can afford the Coyotes. She said Glendale city taxes are the highest. She said the city has been caught in a trap. She said if other cities want to help, they can help pay the arena management fee.

Sherry (unknown last name), a Phoenix resident, said she is embarrassed by the Council's behavior trying to renege on this deal. She said Glendale is the laughing stock of the valley. She said Councilmember Aldama asked to spend time researching this issue. She said Glendale is being the bully. She spoke about Mr. Bailey's comments about being a good partner with the Cardinals. She said Super Bowl events had to be held in other cities because Glendale won't work with the Cardinals. She said if Glendale wants to be a worldwide destination, this is not the way to go about it. She said Mr. Tindall left employment with the city before the agreement was finalized. She asked why the city can't get behind the Coyotes and try and help them be successful. She is appalled and embarrassed. She said people from all over the valley attend Coyotes games. She asked why the Council doesn't showcase the businesses in Glendale and show others what the West Valley has to offer.

Rhonda Pearson, a Phoenix resident, said she has been a season ticketholder for many years. She asked Mayor Weiers how much he paid for his Coyotes jersey and the

tickets for the Coyotes games he attends. She said she knows she paid a lot more money for her jersey than he did. She said she supports the team. She shows up to games. She asked how much the Mayor paid for his Super Bowl ticket. She said the NFL events were held in Scottsdale because of the Mayor and Council. She said she came to the meeting to support the team. The Council does not support the team and what they are doing tonight is childish and disrespectful to the citizens who voted them into office. She said they never have supported this team.

Rev. Jarrett Maupin said he has appeared at the meetings every time this issue has come before Council. He asked the Council to do the community a favor and do the right thing. He said they have shown they can bring people to the table, and requested the Council say okay to a dialogue and give everyone time to come to resolution. He asked them to put this off for a week to have time to come to resolution.

Councilmember Chavira thanked everyone for coming to the meeting. He said they all know how he voted in 2013 and he was the swing vote that kept the Coyotes here. He said this has never been about the Coyotes. He said he told Mr. LeBlanc this wasn't a good deal. He said the city was on the verge of bankruptcy in 2013. He said the citizens and merchants reached out to him and that was who he responded to. He will always stick by his decision. He asked for everyone to pray for his Council colleagues. He said he wanted to keep Westgate alive. This deal came long before this Council was here. He said he will deal the cards he was dealt and will not let the constituents down. He said they can go off best practices and this deal kept Westgate alive. He said they are walking straight and tall and the city is doing better now. He said this is an indication that this deal is working. He said the $15 million is in the balanced budget right now and this has worked right now.

Councilmember Turner said thank you, Mayor and thank you to all of people today that have come here on both sides of the issue to share their thoughts with the Council, it is very much appreciated. He said he knew that public speaking is sometimes not the easiest thing, so the courage shown when the public gets up and speaks to the City Council is very much appreciated. He commented when very powerful people are threatening to sue the city; it makes one reluctant to speak out loud and in detail, trust me on that. He said my job here as a City Councilmember is to do what he thinks, through contemplation, is in the best interest, the long term interest, of the citizens of Glendale, and that also involves protecting the legal interests of the citizens of Glendale. He continued to that, it makes him reluctant to speak candidly so he will be brief. He said a couple of Councilmembers have commented, and individuals have commented tonight. He noted other comments we've heard over the radio, etc. and such comments have called this reneging on a contract or finding a loophole. He wanted to ensure everyone it is not that.

Councilmember Turner continued there is a provision in the contract on page 96, Provision 24.13.2. It's a fully disclosed provision of the contract that both parties agreed to and signed on to when the contract was signed. He said this was not, at least for him, speaking for himself, an attempt to force the Coyotes out of Glendale by any stretch of the imagination. He stated as far as he was concerned, the Coyotes were welcome to play next season, the season after, and every season after that provided that we have an agreement that works for both parties and works in the best interest of the citizens of Glendale. He continued the agreement that's in place now does not do that, but we have an obligation, he knew that he had an obligation, to our citizens and our city to act on their behalf, to move towards the best possible agreement.

Councilmember Turner said now, he knew the Coyotes were given the opportunity to

renegotiate this contract and they refused repeatedly. That's what's brought us here tonight, nothing else. He said we're here as a result of the their refusal to renegotiate this contract, so let us look forward to perhaps, in good faith, with integrity, negotiating a new contract. The City of Glendale is not the one threatening legal action, lawsuits, attorney's fees, and all of that. That's coming from the Coyotes. That will be their choice if they choose to do it He stated It's not necessary if f this could be renegotiated, if the existing contract could be renegotiated to avoid that, a new contract could be agreed upon to avoid that as well. He said that's all he needed to say at this time.

Councilmember Aldama said he wanted to explain the reason why he was emotional earlier. Those in my district know that he is a pro-business community member and Councilmember. Those in his district know he is always pro-business and not against business. He said there are a large number of business owners in his district. A lot of them don't live in Glendale and a lot of them don't live in the district, but they pay taxes in Glendale, therefore, he truly believes in supporting businesses. He said he truly believes that extending the olive branch is the right thing to do tonight. He continued the right thing to do tonight was to send our staff back to a room with the other organization and talk about it, and find a resolution, because he truly believes we could have reached a resolution. He said at the end of the day, he had a position to ensure the highest ethical standards of the city of Glendale and the highest integrity that we can possibly deliver to business owners and to our citizens. He stated he will utilize that integrity to cast the vote today. He was considerably disappointed the rest of the Council did not support sending this back for two weeks and it was not going to take two weeks to do that. He said we could have done that tonight, we could have done it tomorrow morning, and we could have called for a special meeting. It was truly my intent to extend the olive branch to an organization, to work together, to come to a resolution, unfortunately that failed. He said he will cast a vote today based on that highest ethical standard and the integrity of the city. He thanked the people who attended the meeting.

Councilmember Tolmachoff said she would also like to thank everyone for coming out tonight. She does support businesses and she supports the taxpayers. She said she was elected to make tough decisions and the provisions in the contract that the city executes with every contract that we do, that ARS 38-511 is in there to protect the city and the taxpayers. She commented there is a talented pool of people to hire in this valley who don't work for the city of Glendale, and that provision is to protect taxpayers that's why it is in the contract. She'd like to ask Mr. Bowers did anyone from the Coyotes management reach out to him to avoid this meeting this evening.

Mr. Bowers said not specifically, but we've had discussions within the last several days, including with the Mayor, not specifically.

Councilmember Sherwood said he appreciated the testimonies from the audience tonight, especially Mr. Wood and Mr. LeBlanc. He noted Councilmember Chavira took a lot of my words away. He said two years ago, this was a very difficult decision, the saga had been going on for five years and we weren't in the best position, but again, as was pointed out, the city was in a financial freefall. He said he has always been of the opinion that we have to have hockey in that arena to continue the buildup of Westgate and the surrounding area. That was true before the downturn when we had all that development that was to take place south of the stadium. He continued that was all funded and preliminary plat approved that went by the wayside, again, during the downturn, and many of those went into receivership and some just pulled back. Those are slowly coming back into the fold. Councilmember Sherwood said he was really disappointed in the Council's meetings yesterday that we couldn't have taken this more private for a week or so and gone to the organization and let them know the feelings of the Council, that we

had to do this in public. He said divorces can be very nasty. He continued neither organization can really afford legal expenses right now, but that seems like what this could turn into. He said its money better spent on getting the city healthy and for the Coyotes to continue their health. Again, he was very disappointed and actually a little puzzled on this Arizona statute on how this can even come into play. He said he guessed, we will learn more on that as time goes on.

Councilmember Sherwood said as we've heard testimony, especially from Mr. Teetsel, that it seemed like the Coyotes organization was going to be a little bit better this year than what they were last year, and possibly the third year was going to break even. He said it gets us down to the $6 million that we had originally budgeted for arena management, and those RFPs were coming in for a non-hockey owner managed arena, and we had to give it some time. He said he believed, and he didn't have this first hand by any means, that the new ownership of the Coyotes came on later than sooner, and whatever held that process up where Mr. Barroway didn't come into the fold until the very last day of December, that kept him from probably improving the product on the ice at that point. He said he knew that is their goal for this upcoming season. He said he is just very disappointed. It is a bit of an embarrassment to the city that we are airing this out publicly and he is disappointed with it. As everyone knows, he is for this deal. Again, he said certainly not the best for the city, but the best that we could get at the time. He said as Councilmember Chavira said, we came in with the cards that were already dealt to us, so we made the best of it. He stated he is not for going forward with breaking this contract.

Vice Mayor Hugh said what he's looking at here tonight is ARS 38-511 and that's what he's voting on. He continued it's an agreement that meets our state law and that's why that's written into the agreement. He stated it's not about hockey; it is about the integrity of the process.

Councilmember Turner said it was his understanding, at the request of direction of the Council that the Mayor, the Vice Mayor, the City Manager, and the City Attorney, met on Monday with Mr. Barroway and Mr. LeBlanc. He continued the city's representatives expressed that, among other things in the conversation, but as a significant point of the conversation, that the City felt we had legal grounds to cancel this contract and they were asked several times if they were interested or willing to renegotiate the contract. He said it was also his understanding that Mr. Barroway and Mr. Le Blanc's response was "no, that's never going to happen." Is that an accurate description of the situation and my understanding of the questioning and response is accurate?

Mr. Bailey said Mayor and Councilmember that is correct.

Mayor Weiers said if there was no other discussion, they were going to conduct a roll call vote. They did have a motion and a second.

Mayor Weiers said before voting he would explained his vote by saying they have all taken a beating tonight and he thought most of it had been unjust, because he thought the fans didn't understand the complexity of this issue. He said he was not insulting the audience, and asked the audience to be quiet and allow him the opportunity to explain his vote. He said the complexity of this issue the fans don't have all of the information. As the information comes out more and more, they might have a better understanding. He said at the same time, he understands their passion. He said he doesn't know of any fans more than hockey that really get into their sport, and he applauded them for that. The comment made earlier about him not showing up and him not participating, that's not true. He said that's someone's opinion and everybody has opinions, as the majority of

this Council does that there was a violation of Arizona State Revised Statutes, and those statutes were put there specifically to protect the taxpayers, the citizens of our city, the citizens of Arizona. He said he believes that statute was violated.

Mayor Weiers said he didn't care how good of a deal it is, if they break the law, they break the law. There is no exception period. If they are breaking the law, it is wrong. We believe we have legally firm ground. He said he hoped and prayed there is some solution to keeping the Coyotes here and I expressed that, but if not, we will figure out what happens in the future. He can't tell the future. He certainly wants the Coyotes to stay here and is very proud of the team. He said they have an opportunity later, but as of right now, Arizona Revised Statutes, we all hold our right hand up and we swear to uphold the constitution of the United States, and some of people may not care about that. He said he took it very seriously.

A motion was made by Vice Mayor Hugh, seconded by Councilmember Turner, that this agenda item be approved. The motion carried by the following vote:

Aye: 5 - Mayor Weiers, Vice Mayor Hugh, Councilmember Aldama, Councilmember Tolmachoff, and Councilmember Turner

Nay: 2 - Councilmember Chavira, and Councilmember Sherwood

COUNCIL COMMENTS AND SUGGESTIONS

Councilmember Aldama said to the Glendale residents, he did not want his vote to be misconstrued as anti-business because he was not. Those who know him know that he is for business owners. He stated that he is also a Councilmember that will hold up the letter of the law and at this point, he'll serve this community well and ensure we are doing the right thing for our citizens and that is what he felt he'd done tonight. He said he wanted to make sure that his vote is not misconstrued as anti-business as he is not. Councilember Aldama said also he would like to take this opportunity to recognize Bahay Ketchum. Bayah Ketchum is the Navajo codetalker who passed away on Monday. He was a United States Marine and congressional silver Medal of Honor. Councilmember Aldama said he was not a Marine and has never been a soldier, but my brother was and still is. He said if his brother was here he'd say hoorah, Mr. Ketcham and thank you for your services to this country.

Councilmember Chavira said once again he wanted to thank all the people for being here today. He said he reaffirmed his commitment to the citizens of Glendale and reaffirmed his commitment to the employees of Glendale and he especially reaffirmed his commitment to the merchants of Westgate.
Councilmember Sherwood said he is disappointed that we kept a cap on the time for our audience to speak. I've been on the Council for two and a half years and he hadn't seen that before. He said we've sometimes gone from a five minute time frame to a three minute time on agenda items, but he was disappointed we did not get to hear all those that came tonight to speak, but he thought the message was loud and clear that there is a lot of disappointment out there.

Councilmember Turner said the only comment he would have is to the best of his knowledge and observation, and unfortunately Councilmember Sherwood not being present and is unable to see the room, but to the best of his observation, everybody who wanted to speak got the chance to speak and had a full three minute chance to do so.

ADJOURNMENT

The meeting was adjourned at 7:42 p.m.

Legislation Description

File #: 15-456, **Version:** 1

BOARDS, COMMISSIONS & OTHER BODIES
Staff Contact: Brent Stoddard, Director, Intergovernmental Programs

Purpose and Recommended Action

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

Citizens Bicycle Advisory Committee

Gail Hildebrant - Chair	Cholla	Appointment	07/17/2015	07/17/2016
Larry Flatau - Vice Chair	Barrel	Appointment	07/17/2015	07/17/2016

Citizens Transportation Oversight Commission

John Geurs	Ocotillo	Appointment	06/23/2015	07/25/2017

Historic Preservation Commission

Amanda Froes	Sahuaro	Appointment	06/23/2015	04/14/2017

Judicial Selection Advisory Board

Marc Eaton	Cholla	Appointment	06/23/2015	04/23/2017
Nora Greer - State Bar of Arizona		Appointment	06/23/2015	04/23/2018

Library Advisory Board

Susan Sommer - Vice Chair	Cactus	Appointment	06/23/2015	09/26/2015

Parks & Recreation Advisory Commission

Kerry Dewberry	Sahuaro	Appointment	06/28/2015	06/28/2017

File #: 15-459, **Version:** 1

PROCLAIM JULY 2015 AS PARKS AND RECREATION MONTH
Staff Contact: Erik Strunk, Director, Community Services
Presented By: Office of the Mayor
Accepted By: Ms. Barbara R. Cole, Chairperson, Parks and Recreation Commission, and Mr. John Krystek, Commissioner, and Mr. Robert Irons, Commissioner

Purpose and Policy Guidance

This is a request for City Council to proclaim the month of July 2015 as Parks and Recreation Month in Glendale and present the proclamation to the Parks and Recreation Advisory Commission Chairperson and Commissioners.

Background

National Recreation and Parks Association (NRPA) has celebrated July as the official Parks and Recreation Month since 1985. It has been done in appreciation of professional and volunteer men and women who have worked to advance opportunities for all to recreate and enjoy active and passive parks and facilities that enrich the quality of life.

The Glendale Parks and Recreation Division consists of 43 employees who are responsible for programming and maintaining 119 different parks and related facilities including 55 neighborhood parks; nine community parks; six regional parks; Thunderbird Conversation Park; four sports complexes; 23 retention basins; 22 special-use facilities; and shade structures, parks restrooms, sports courts and playground equipment. The division is also responsible for programming and activities through after school programs; the Foothills Recreation and Aquatics Center; the Adult Center and our four community recreation centers. Programs and activities also include aquatics; adaptive needs serving the disabled population; services for our senior community and other recreational activities for all ages and walks of life through special interest classes. In October 2014, it received national accreditation status by the Commission for Accreditation of Parks and Recreation.

This has been accomplished through the generosity of approximately 588 volunteers, the efforts of the Parks and Recreation Advisory Commission and the staff of the Parks, Recreation and Neighborhood Services Division.

Analysis

Parks and open spaces improve our health, strengthen our communities, and make our cities and neighborhoods more attractive places to live and work. Research shows that when people have access to parks, they exercise more. Physical activity has been shown to increase health and reduce the risk of a wide

range of diseases and also relieves symptoms of depression and anxiety, improves mood, and enhances psychological well-being.

Community Benefit/Public Involvement

Service to the community and providing quality parks and recreational programs has always been the focus of the Glendale Parks, Recreation and Neighborhood Services Division.

File #: 15-306, **Version:** 1

PROCLAIM AUGUST 2015 AS DROWNING IMPACT AWARENESS MONTH
Staff Contact: Chris DeChant, Interim Fire Chief
Presented By: Office of the Mayor
Accepted By: Ms. Lori Schmidt, President, Drowning Prevention Coalition of Arizona

Purpose and Recommended Action

This is a request for City Council to proclaim August 2015, as Drowning Impact Awareness Month in support of Water Watchers at Phoenix Children's Hospital and the Drowning Prevention Coalition of Arizona. Ms. Lori Schmidt, President of the Drowning Prevention Coalition of Arizona, will be present to accept the proclamation.

Background

Drowning Impact Awareness Month is part of the drowning prevention community outreach program at Phoenix Children's Hospital. This is a statewide effort to promote awareness of childhood drowning. In 2014, in Maricopa and Pinal Counties, there were a total of 152 water related incidents resulting in 53 deaths of which 14 were children. In 2014, in Glendale, there were a total of seven water related incidents which resulted in one teen and one adult death. Every drowning is preventable.

Drowning Impact Awareness Month is Arizona's largest collaborative effort to prevent drowning. Purple ribbons should be worn to remember those touched by child drowning and as a reminder to practice water safety. Drowning Impact Awareness banners are hanging at every station and outside the Foothills Recreation Center and Rose Lane Pool. Glendale Fire Department will participate in the kickoff media event at Phoenix Children's Hospital on July 29, 2015. Water safety information will be provided at both city of Glendale pools and at the city of Glendale's "Surviving the Summer" safety event at Westgate on June 19, 2015. Throughout the month of August and year around, the Glendale Fire Department will be available to give water safety presentations, drowning prevention and water safety resources.

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

Previous Related Council Action

Council annually proclaims August as Drowning Impact Awareness Month.

Community Benefit/Public Involvement

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

powered by Legistar™

File #: 15-389, **Version:** 1

APPROVE SPECIAL EVENT LIQUOR LICENSES, 100 CLUB OF ARIZONA
Staff Contact: Susan Matousek, Revenue Administrator

Purpose and Recommended Action

This is a request for City Council to recommend approval to the Arizona Department of Liquor Licenses and Control of two special event liquor licenses for the 100 Club of Arizona, submitted by Steve Horrell. The events will be held at Westgate located at 6751 North Sunset Boulevard on July 4, from 5 p.m. to 11 p.m. for fundraising at the Westgate Fireworks Festival and July 12, 2015 from 11 a.m. to 11 p.m. for fundraising at the Gold Cup Soccer Festival.

Background Summary

Westgate is zoned PAD (Planned Area Development) and located in the Yucca District. The 100 Club of Arizona hosted prior events January 28 through 31, 2015; therefore, if this application is approved, the total number of days expended by this applicant will be six of the allowed 12 days per calendar year. Under the provisions of A.R.S. § 4-203.02, the Arizona Department of Liquor Licenses and Control may issue a special event liquor license only if the Council recommends approval of such license.

The City of Glendale Development Services, Police, and Fire Departments have reviewed these applications and determined that they meet all technical requirements.

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

FOR DLLC USE ONLY

Event date(s):

Event time start/end:

APPLICATION FOR SPECIAL EVENT LICENSE

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

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

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

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

SECTION 1 Name of Organization: 100 Club of Arizona

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

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

■ Charitable (501.C) ☐ Fraternal (must have regular membership and have been in existence for over five (5) years)

☐ Religious ☐ Civic (Rotary, College Scholarship) ☐ Political Party, Ballot Measure or Campaign Committee

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

☐ Yes ■ No

Westgate Entertainment District	N/A	623 385-7500
Name of Business	License Number	Phone (include Area Code)

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

☐ Place license in non-use

☐ Dispense and serve all spirituous liquors under retailer's license

■ Dispense and serve all spirituous liquors under special event

☐ Split premise between special event and retail location

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

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

SECTION 7 Location of the Event: Westgate Entertainment District

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

Street City County/State Zip

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

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

1. Applicant: Horrell (Last) Steve (First) (Middle) [redacted] (Date of Birth)

2. Applicant's mailing address [redacted] (Street) (City) (State) (Zip)

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

4. Applicant's email address: [redacted]

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

SECTION 10

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

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

3. Is the organization using the services of a promoter or other person to manage the event? ■ Yes ☐ No
(If yes, attach a copy of the agreement.)

4. List all people and organizations who will receive the proceeds. Account for 100% of the proceeds. The organization applying must receive 25% of the gross revenues of the special event liquor sales. Attach an additional page if necessary.

Name 100 Club of Arizona Percentage 25%

Address 5033 North 19th Avenue, Suite 123, Phoenix, Arizona 85015
Street City State Zip

Name Westgate Entertainment District Percentage 75%

Address 6751 North Sunset Blvd, Suite 333, Glendale, Arizona 85305
Street City State Zip

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

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

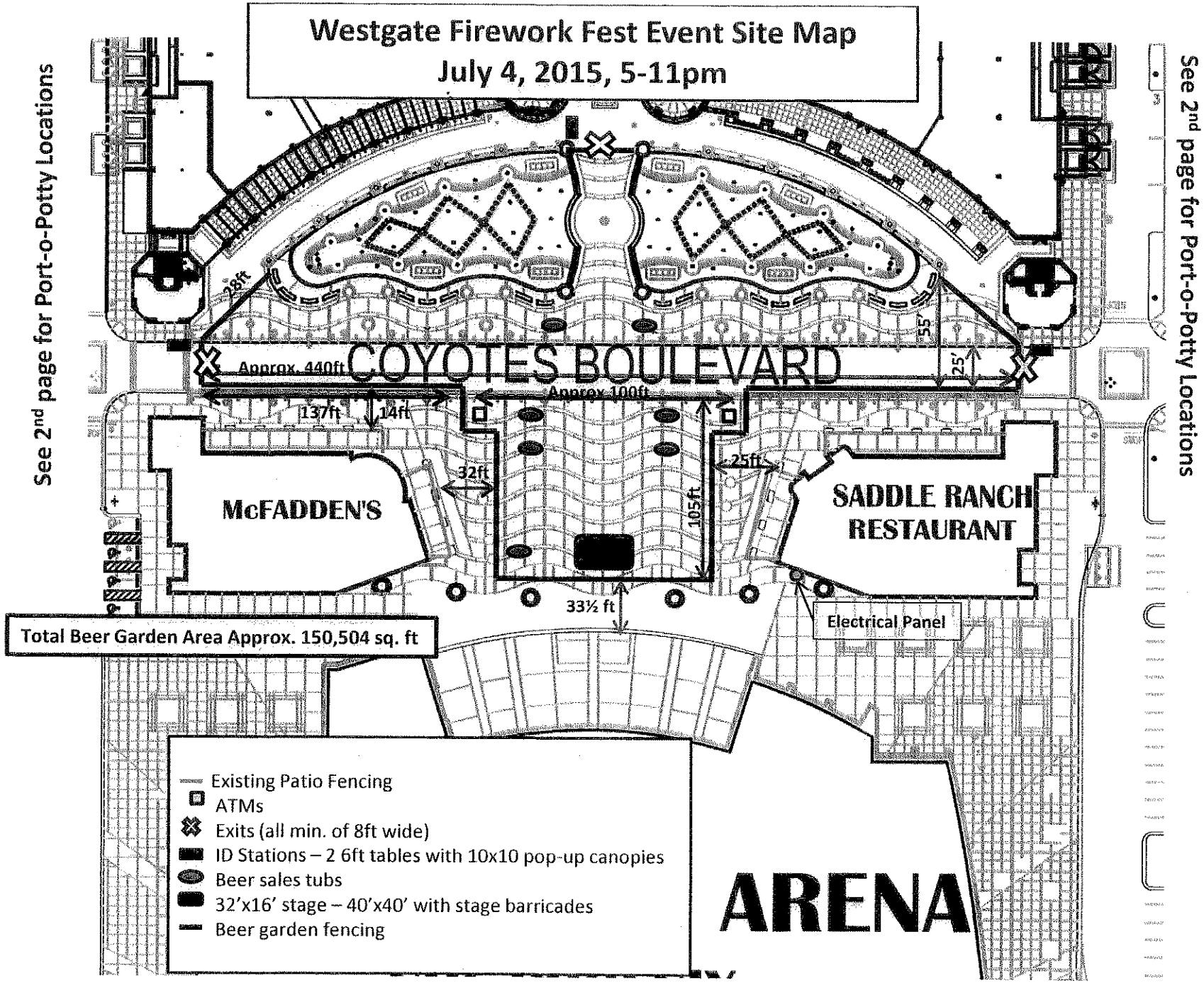
10-14 Number of Police 25-30 Number of Security Personnel ■ Fencing ☐ Barriers

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

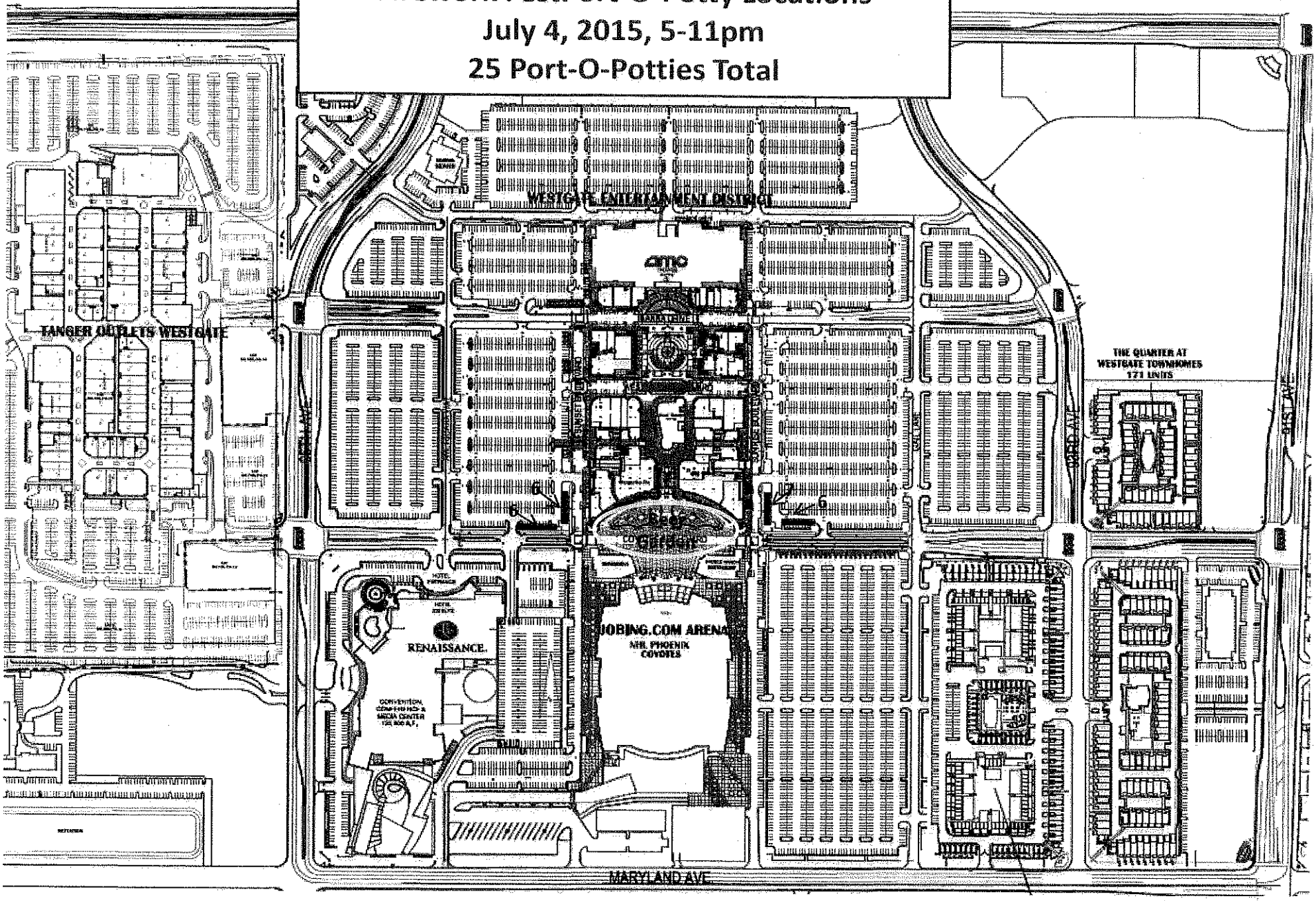
SECTION 11 Date(s) and Hours of Event. May not exceed 10 consecutive days.
See A.R.S. §4-244(15) and (17) for legal hours of service.

	Date	Day of Week	Event Start Time AM/PM	License End Time AM/PM
DAY 1:	July 4, 2015	Saturday	5pm	11pm
DAY 2:				
DAY 3:				
DAY 4:				
DAY 5:				
DAY 6:				
DAY 7:				
DAY 8:				
DAY 9:				
DAY 10:				

Westgate Firework Fest Event Site Map
July 4, 2015, 5-11pm



Firework FestPort-O-Potty Locations
July 4, 2015, 5-11pm
25 Port-O-Potties Total



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

I, STEVE HORRELL declare that I am an OFFICER, DIRECTOR, or CHAIRPERSON
(Print full name)

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

X _____ _____ 5/19/2015 602-469-4622
(Signature) Title/ Position Date Phone #

The foregoing instrument was acknowledged before me this 19th May 2015
Day Month Year

State Arizona County of Maricopa

My Commission Expires on: 9/29/16
Date

_____
Signature of Notary Public

Notary Public State of Arizona
Maricopa County
Karely Alcantar
My Commission Expires 09/29/2016

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

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

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

X _____ Board of Directors President 5/19/2015 602.469.4622
(Signature) Title/ Position Date Phone #

The foregoing instrument was acknowledged before me this 19th May 2015
Day Month Year

State Arizona County of Maricopa

My Commission Expires on: 9/29/16
Date

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Signature of Notary Public

Notary Public State of Arizona
Maricopa County
Karely Alcantar
My Commission Expires 09/29/2016

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

SECTION 15 Local Governing Body Approval Section

I, _____ _____ recommend ☐ APPROVAL ☐ DISAPPROVAL
(government official) (Title)

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

FOR DEPARTMENT OF LIQUOR LICENSES AND CONTROL USE ONLY

☐ APPROVAL ☐ DISAPPROVAL BY: _____ DATE: _____

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

FOR DLLC USE ONLY
Event date(s):
Event time start/end:

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

APPLICATION FOR SPECIAL EVENT LICENSE

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

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

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

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

SECTION 1 Name of Organization: 100 Club of Arizona

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

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

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

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

Westgate Entertainment District	N/A	623 3857500
Name of Business	License Number	Phone (include Area Code)

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

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

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

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

SECTION 7 Location of the Event: Westgate Entertainment District

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

Street | City | County/State | Zip

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

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

1. Applicant: Horrell (Last) Steve (First) (Middle) [redacted] (Date of Birth)
2. Applicant's mailing address: [redacted] (Street / City / State / Zip)
3. Applicant's home/cell phone: [redacted] Applicant's business phone: (480) 538 2927
4. Applicant's email address: _____

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

SECTION 10

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

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

3. Is the organization using the services of a promoter or other person to manage the event? ■Yes ☐No
(If yes, attach a copy of the agreement.)

4. List all people and organizations who will receive the proceeds. Account for 100% of the proceeds. The organization applying must receive 25% of the gross revenues of the special event liquor sales. Attach an additional page if necessary.

Name 100 Club of Arizona Percentage 25%

Address 5033 North 19th Avenue, Suite 123, Phoenix, Arizona 85015
Street City State Zip

Name Westgate Entertainment District Percentage 75%

Address 6751 North Sunset Blvd, Suite 333, Glendale, Arizona 85305
Street City State Zip

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

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

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

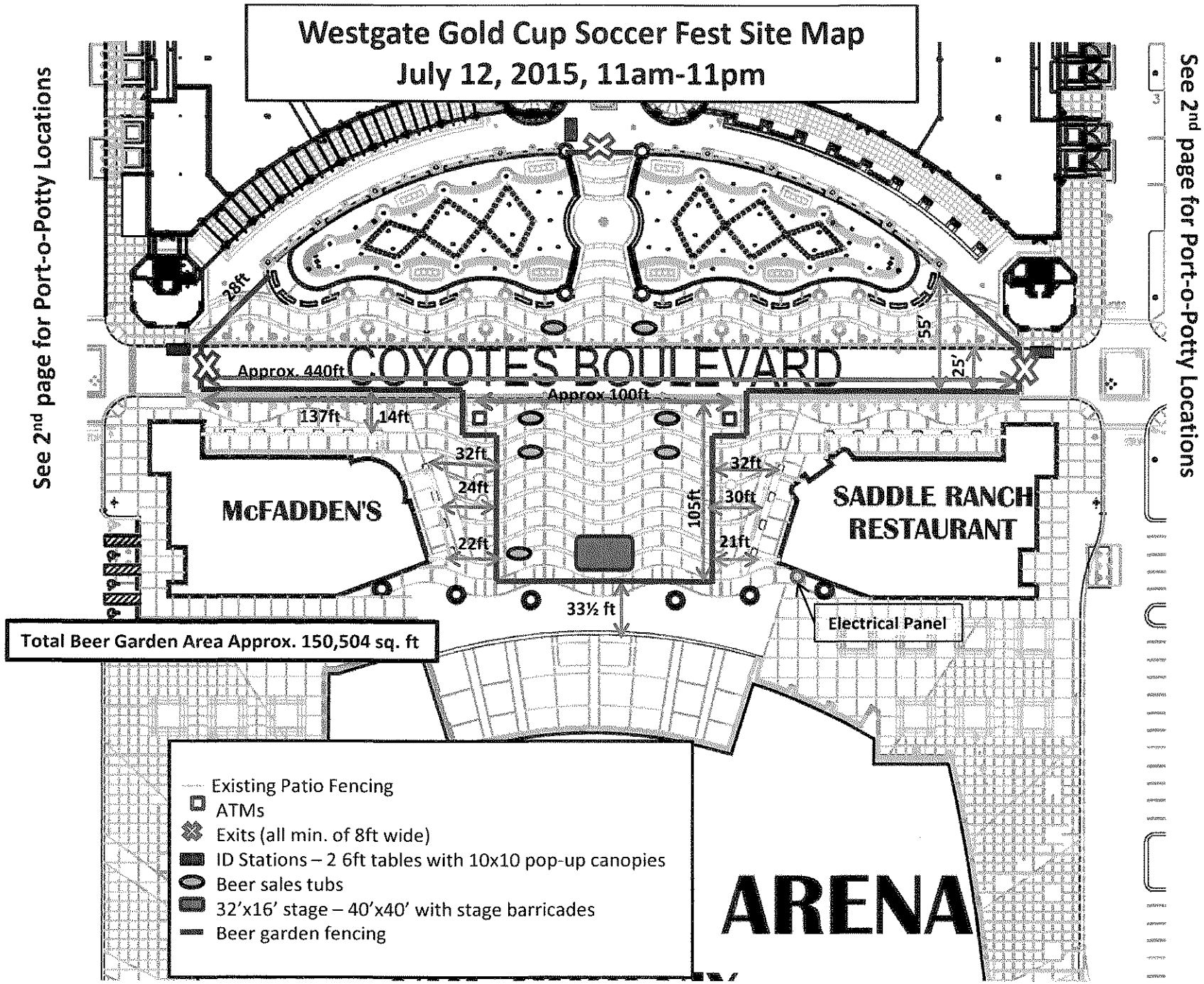
Explanation: Wrist band and ID stations will be set up at all entrances, along with security and police personnel. Bike rack barricades will be used to enclose the beer garden area.

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

	Date	Day of Week	Event Start Time AM/PM	License End Time AM/PM
DAY 1:	July 12, 2015	SUNDAY	11am	11pm
DAY 2:				
DAY 3:				
DAY 4:				
DAY 5:				
DAY 6:				
DAY 7:				
DAY 8:				
DAY 9:				
DAY 10:				

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

Westgate Gold Cup Soccer Fest Site Map
July 12, 2015, 11am-11pm



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

I, Steve Horrell declare that I am an OFFICER, DIRECTOR, or CHAIRPERSON
(Print full name)

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

X [signature] President 6/9/2015 602-469-4622
(Signature) Title/ Position Date Phone #

The foregoing instrument was acknowledged before me this 9 June 2015
Day Month Year

State Arizona County of Maricopa

My Commission Expires on: 09/29/2016
Date

[signature]
Signature of Notary Public

Notary Public State of Arizona
Maricopa County
Karely Alcantar
My Commission Expires 09/29/2016

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

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

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

X [signature] Board of Directors President 6/9/2015 602.469.4622
(Signature) Title/ Position Date Phone #

The foregoing instrument was acknowledged before me this 9 June 2015
Day Month Year

State Arizona County of Maricopa

My Commission Expires on: 09/29/2016
Date

[signature]
Signature of Notary Public

Notary Public State of Arizona
Maricopa County
Karely Alcantar
My Commission Expires 09/29/2016

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

SECTION 15 Local Governing Body Approval Section

I, _____ _____ recommend ☐ APPROVAL ☐ DISAPPROVAL
(government official) (Title)

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

FOR DEPARTMENT OF LIQUOR LICENSES AND CONTROL USE ONLY

☐ APPROVAL ☐ DISAPPROVAL BY: _____ DATE: _____

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

15-95

GLENDALE POLICE DEPARTMENT

Liquor Application Worksheet

Date: **05-20-15**

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

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

Application Type: **New License**

Definition: New license

Business Name: **100 Club of Arizona**

Business Address: **5033 N. 19th Ave., Suite 123 (Event at 6751 N. Sunset Blvd)**

Applicant/s Information

Name: **Horrell, Steve**
Name:

Name:

Name:

Background investigation of applicant/s completed.

Calls for Service History:	Call history for location beginning: 5/20/2014	Other Suites	New ownership call history beginning:
Liquor Related	8		
Vice Related			
Drug Related	2		
Fights / Assaults	19		
Robberies	1		
Burglary / Theft	35		
911 calls			
Trespassing	8		
Accidents	11		
Fraud / Forgery	4		
Threats	1		
Criminal damage	4		
Other non-criminal*	65		
Other criminal	3		
Total calls for service	161	N/A	N/A

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

GLENDALE POLICE DEPARTMENT

Liquor Application Worksheet

Applicant Background Synopsis:

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

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

Event is scheduled for 07-04-15 (Sat).

Current License Holder:

N/A

Location History:

No significant Calls for Service history at this location.

Special Concerns:

None found

Background investigation complete:

Police Department recommendation has No Cause for Denial.

		Date
Investigating Officer – M. Ervin	M. ERVIN	5-20-15
CID Lieutenant or Commander		
Deputy City Attorney		
Chief of Police or designee		5-20-15

15-107

GLENDALE POLICE DEPARTMENT

Liquor Application Worksheet

Date: **06-09-15**

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

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

Application Type: **New License**

Definition: New license

Business Name: **100 Club of Arizona**

Business Address: **5033 N. 19th Ave., Suite 123 (Event at 6751 N. Sunset Blvd)**

Applicant/s Information

Name: **Horrell, Steve**

Name:

Name:

Name:

Background investigation of applicant/s completed.

Calls for Service History:	Call history for location beginning: 5/20/2014	Other Suites	New ownership call history beginning:
Liquor Related	8		
Vice Related			
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Fights / Assaults	19		
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Trespassing	8		
Accidents	11		
Fraud / Forgery	4		
Threats	1		
Criminal damage	4		
Other non-criminal*	65		
Other criminal	3		
Total calls for service	**161**	**N/A**	**N/A**

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

GLENDALE POLICE DEPARTMENT

Liquor Application Worksheet

Applicant Background Synopsis:

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

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

Event is scheduled for 07-12-15 (Sun).

Current License Holder:

N/A

Location History:

No significant Calls for Service history at this location.

Special Concerns:

None found

Background investigation complete:

Police Department recommendation has No Cause for Denial.

		Date
Investigating Officer – M. Ervin		
CID Lieutenant or Commander		
Deputy City Attorney		
Chief of Police or designee		6-9-15

File #: 15-392, **Version:** 1

APPROVE SPECIAL EVENT LIQUOR LICENSE, ASSYRIAN CHURCH OF THE EAST
Staff Contact: Susan Matousek, Revenue Administrator

Purpose and Recommended Action

This is a request for City Council to recommend approval to the Arizona Department of Liquor Licenses and Control of two special event liquor licenses for the Assyrian Church of the East, submitted by Francis A. Murad. The events will be held inside the Assyrian Church Hall located at 17334 North 63rd Avenue on Friday, July 10, and Friday August 7, 2015 from 7 p.m. to 1 a.m. The purpose of these special event liquor licenses is for fundraising.

Background Summary

The Assyrian Church of the East is zoned RR-45 (Rural Residential) and located in the Sahuaro District. The Assyrian Church of the East hosted prior events on April 17, May 9, June 5, and June 20, 2015 therefore, if these applications are approved, the total number of days expended by this applicant will be six of the allowed 12 days per calendar year. Under the provisions of A.R.S. § 4-203.02, the Arizona Department of Liquor Licenses and Control may issue a special event liquor license only if the Council recommends approval of such license.

The City of Glendale Development Services, Police, and Fire Departments have reviewed these applications and determined that they meet all technical requirements.

FOR DLLC USE ONLY
Event date(s):
Event time start/end:

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

APPLICATION FOR SPECIAL EVENT LICENSE

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

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

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

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

SECTION 1 Name of Organization: ASSYRIAN CHURCH OF THE EAST

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

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

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

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

☐ Yes ☑ No

Name of Business	License Number	Phone (include Area Code)

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

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

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

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

SECTION 7 Location of the Event: ASSYRIAN CHURCH HALL

Address of Location: 17334 N 63RD AVE. GLENDALE, AZ 85308

Street / City / County/State / Zip

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

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

1. Applicant: MURAD (Last) FRANCIS (First) A (Middle) [redacted] (Date of Birth)
2. Applicant's mailing address: [redacted] (Street / City / State / Zip)
3. Applicant's home/cell phone: [redacted] Applicant's business phone: (___) _____
4. Applicant's email address: [redacted]

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

SECTION 10

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

2. How many special event licenses have been issued to this location this year? 0
(The number cannot exceed 12 events per year; exceptions under A.R.S. §4-203.02(D).)

3. Is the organization using the services of a promoter or other person to manage the event? ☐Yes ☑No
(If yes, attach a copy of the agreement.)

4. List all people and organizations who will receive the proceeds. Account for 100% of the proceeds. The organization applying must receive 25% of the gross revenues of the special event liquor sales. Attach an additional page if necessary.

Name ASSYRIAN CHURCH OF THE EAST Percentage 100 %
Address _____
Street City State Zip

Name _____ Percentage _____
Address _____
Street City State Zip

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

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

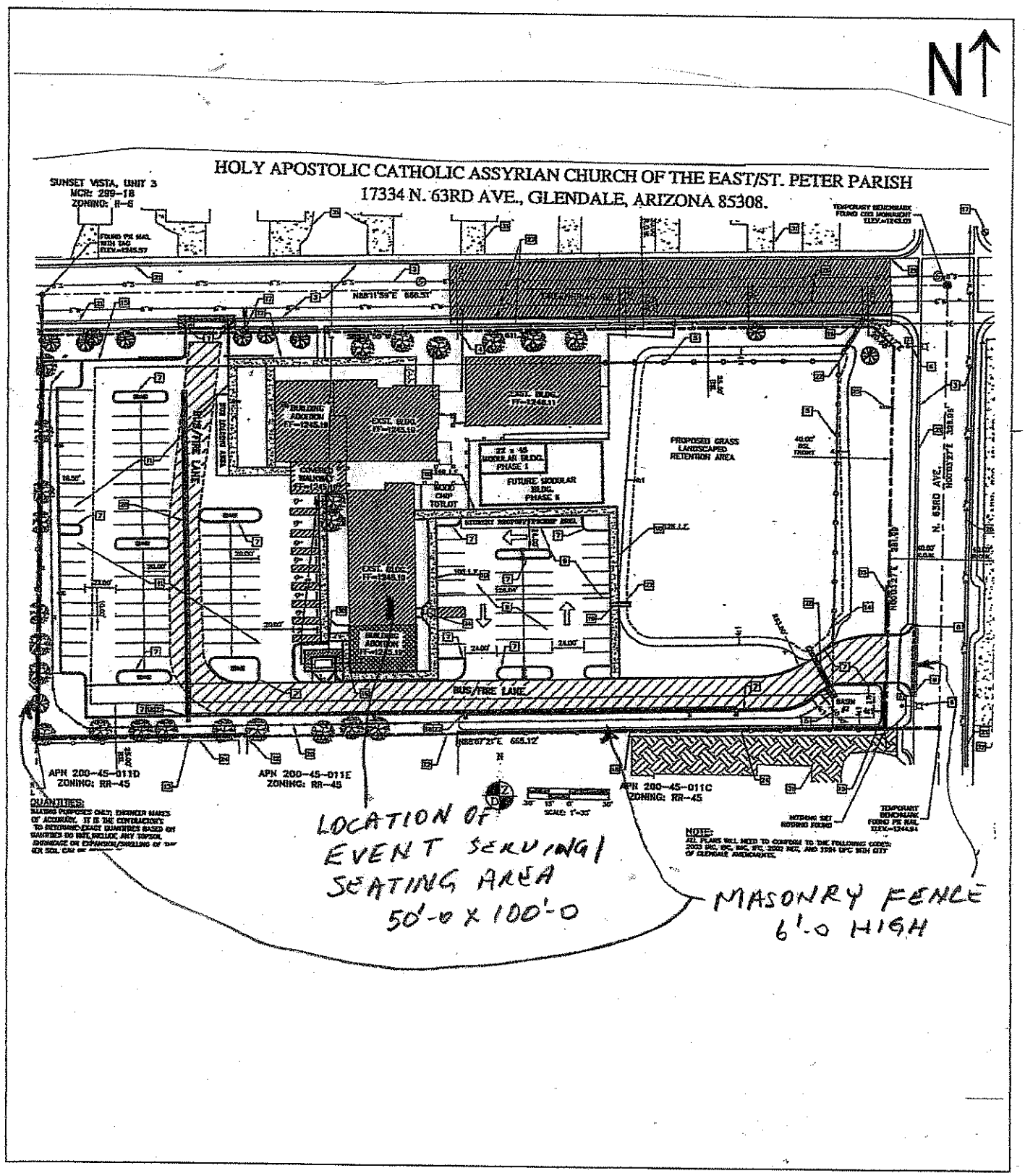
0 Number of Police 0 Number of Security Personnel ☑Fencing ☐Barriers

Explanation: ADULT PATRONS WILL BE AFFIXED WITH DISTINCTIVE WRIST BAND. CHURCH COMMITTE MEMBERS WILL MONITOR & CONTROL LIQUOR SERVICE AND CONSUMPTION. MINORS WILL ENTER WITH ADULT FAMILY MEMBERS

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

	Date	Day of Week	Event Start Time AM/PM	License End Time AM/PM
DAY 1:	7/10/2015	Friday	7 PM	1 AM
DAY 2:				
DAY 3:				
DAY 4:				
DAY 5:				
DAY 6:				
DAY 7:				
DAY 8:				
DAY 9:				
DAY 10:				

SECTION 12 License premises diagram. The licensed premises for your special event is the area in which you are authorized to sell, dispense or serve alcoholic beverages under the provisions of your license. The following space is to be used to prepare a diagram of your special event licensed premises. Please show dimensions, serving areas, fencing, barricades, or other control measures and security position.



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

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

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

x Francis A Murad	OFFICER	2-2-2015	4802496964
(Signature)	Title/ Position	Date	Phone #

The foregoing instrument was acknowledged before me this 2 (Day) 2 (Month) 2015 (Year)

State AZ County of Maricopa

My Commission Expires on: 7/2/2017 (Date) Shannon Huard (Signature of Notary Public)

SHANNON HUARD Notary Public - Arizona Maricopa County My Comm. Expires Jul 2, 2017

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

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

x Francis A Murad	OFFICER	2-2-2015	4802496964
(Signature)	Title/ Position	Date	Phone #

The foregoing instrument was acknowledged before me this 2 (Day) 2 (Month) 2015 (Year)

State AZ County of Maricopa

My Commission Expires on: 7/2/2017 (Date) Shannon Huard (Signature of Notary Public)

SHANNON HUARD Notary Public - Arizona Maricopa County My Comm. Expires Jul 2, 2017

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

SECTION 15 Local Governing Body Approval Section

I, _____ (government official) _____ (Title) recommend ☐ APPROVAL ☐ DISAPPROVAL

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

FOR DEPARTMENT OF LIQUOR LICENSES AND CONTROL USE ONLY

☐ APPROVAL ☐ DISAPPROVAL BY: _____ DATE: _____

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

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

FOR DLLC USE ONLY
Event date(s):
Event time start/end:

APPLICATION FOR SPECIAL EVENT LICENSE

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

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

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

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

SECTION 1 Name of Organization: ASSYRIAN CHURCH OF THE EAST

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

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

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

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

☐ Yes ☑ No

Name of Business	License Number	Phone (include Area Code)

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

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

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

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

SECTION 7 Location of the Event: ASSYRIAN CHURCH HALL

Address of Location: 17334 N 63RD AVE. GLENDALE, AZ 85308

Street | City | County/State | Zip

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

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

1. Applicant: MURAD FRANCIS A [redacted]
   Last | First | Middle | Date of Birth
2. Applicant's mailing address: [redacted]
   Street | City | State | Zip
3. Applicant's home/cell phone: [redacted] Applicant's business phone: (___) _____
4. Applicant's email address: [redacted]

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

SECTION 10

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

2. How many special event licenses have been issued to this location this year? 0
(The number cannot exceed 12 events per year; exceptions under A.R.S. §4-203.02(D).)

3. Is the organization using the services of a promoter or other person to manage the event? ☐Yes ☑No
(If yes, attach a copy of the agreement.)

4. List all people and organizations who will receive the proceeds. Account for 100% of the proceeds. The organization applying must receive 25% of the gross revenues of the special event liquor sales. Attach an additional page if necessary.

Name ASSYRIAN CHURCH OF THE EAST Percentage 100 %

Address _____
Street City State Zip

Name _____ Percentage _____

Address _____
Street City State Zip

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

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

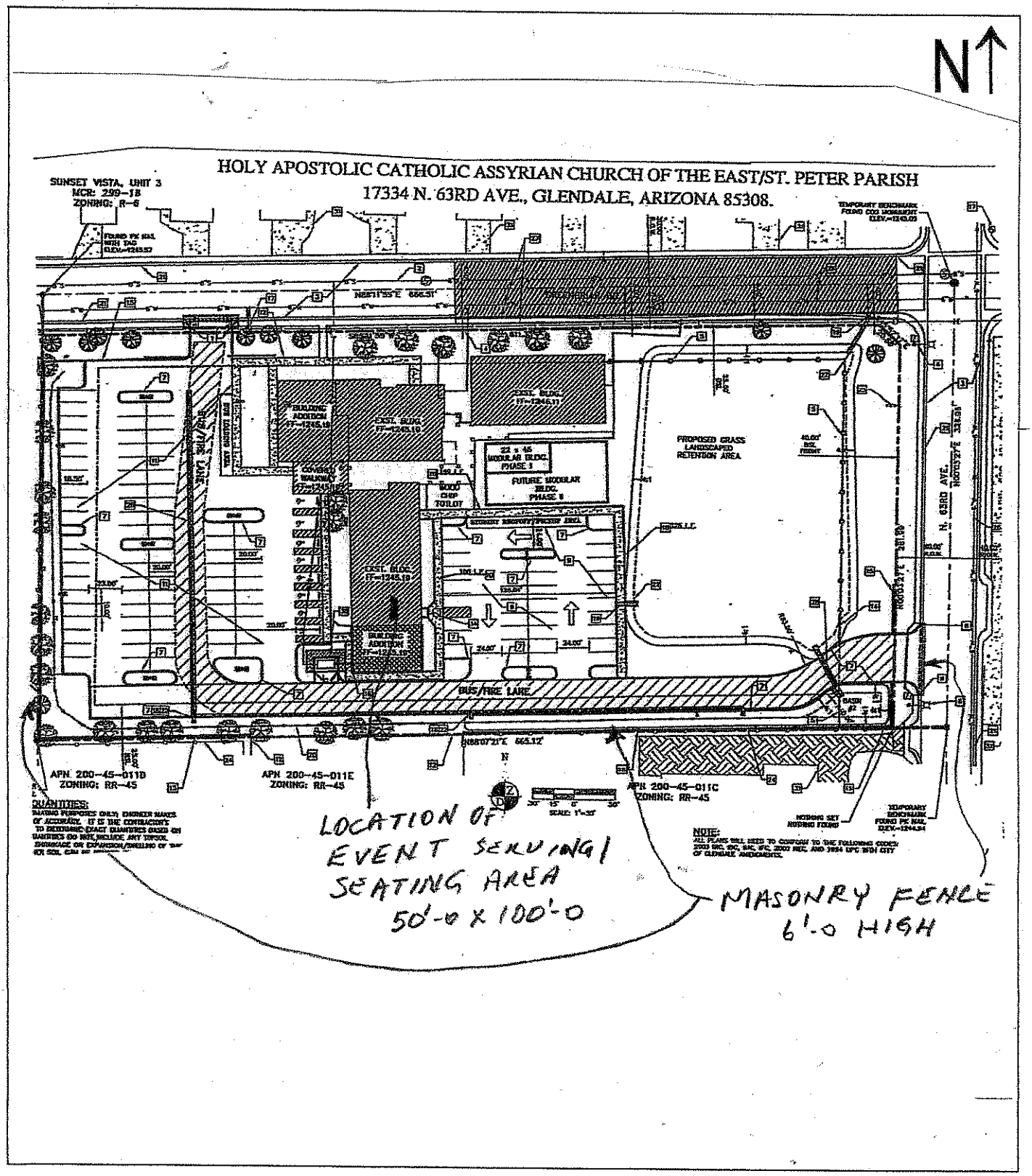
0 Number of Police 0 Number of Security Personnel ☑Fencing ☐Barriers

Explanation: ADULT PATRONS WILL BE AFFIXED WITH DISTINCTIVE WRIST BAND. CHURCH COMMITTE MEMBERS WILL MONITOR & CONTROL LIQUOR SERVICE AND CONSUMPTION. MINORS WILL ENTER WITH ADULT FAMILY MEMBERS

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

	Date	Day of Week	Event Start Time AM/PM	License End Time AM/PM
DAY 1:	8/7/2015	Friday	7PM	1 AM
DAY 2:				
DAY 3:				
DAY 4:				
DAY 5:				
DAY 6:				
DAY 7:				
DAY 8:				
DAY 9:				
DAY 10:				

SECTION 12 License premises diagram. The licensed premises for your special event is the area in which you are authorized to sell, dispense or serve alcoholic beverages under the provisions of your license. The following space is to be used to prepare a diagram of your special event licensed premises. Please show dimensions, serving areas, fencing, barricades, or other control measures and security position.



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

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

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

X Francis A Murad (Signature) | OFFICER (Title/ Position) | 2-2-2015 (Date) | 4802496964 (Phone #)

The foregoing instrument was acknowledged before me this 2 (Day) 2 (Month) 2015 (Year)

State AZ County of Maricopa

My Commission Expires on: 7/2/2017 (Date)

Shannon Huard (Signature of Notary Public)

SHANNON HUARD Notary Public - Arizona Maricopa County My Comm. Expires Jul 2, 2017

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

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

X Francis A Murad (Signature) | OFFICER (Title/ Position) | 2-2-2015 (Date) | 4802496964 (Phone #)

The foregoing instrument was acknowledged before me this 2 (Day) 2 (Month) 2015 (Year)

State AZ County of Maricopa

My Commission Expires on: 7/2/2017 (Date)

Shannon Huard (Signature of Notary Public)

SHANNON HUARD Notary Public - Arizona Maricopa County My Comm. Expires Jul 2, 2017

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

SECTION 15 Local Governing Body Approval Section

I, _____ (government official) _____ (Title) recommend ☐ APPROVAL ☐ DISAPPROVAL

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

FOR DEPARTMENT OF LIQUOR LICENSES AND CONTROL USE ONLY

☐ APPROVAL ☐ DISAPPROVAL BY: _____ DATE: _____

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

1521

GLENDALE POLICE DEPARTMENT

Liquor Application Worksheet

Date: **5-22-15**

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

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

Application Type: **New License**

Definition: New License

Business Name: **Assyrian Church of the East**

Business Address: **17334 N. 63rd Ave**

Applicant/s Information

Name: **Murad, Francis**

Name:

Name:

Name:

Background investigation of applicant/s completed.

Calls for Service History:	Call history for location beginning: 5/22/2014	Other Suites	New ownership call history beginning:
Liquor Related			
Vice Related			
Drug Related			
Fights / Assaults	1		
Robberies			
Burglary / Theft			
911 calls			
Trespassing			
Accidents			
Fraud / Forgery			
Threats			
Criminal damage			
Other non-criminal*	1		
Total calls for service	**2**	**N/A**	**N/A**

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

GLENDALE POLICE DEPARTMENT

Liquor Application Worksheet

Applicant Background Synopsis:

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

100% percent of the proceeds from this Special Event go to the Assyrian Church of the East.

Event is scheduled for 07-10-15 (Fri).

Current License Holder:

New License

Location History:

No significant Calls for Service history at this location.

Special Concerns:

None found

Background investigation complete:

Police Department recommendation has No Cause for Denial.

		Date
Investigating Officer – M. Ervin	M. ERVIN	5-22-15
CID Lieutenant or Commander		
Deputy City Attorney		
Chief of Police or designee	AL MacElvey	5-26-15

15-22

GLENDALE POLICE DEPARTMENT

Liquor Application Worksheet

Date: **05-22-15**

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

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

Application Type: **New License**

Definition: New License

Business Name: **Assyrian Church of the East**

Business Address: **17334 N. 63rd Ave**

Applicant/s Information

Name: **Murad, Francis**

Name:

Name:

Name:

Background investigation of applicant/s completed.

Calls for Service History:	Call history for location beginning: 4/28/2014	Other Suites	New ownership call history beginning:
Liquor Related			
Vice Related			
Drug Related			
Fights / Assaults	1		
Robberies			
Burglary / Theft			
911 calls			
Trespassing			
Accidents			
Fraud / Forgery			
Threats			
Criminal damage			
Other non-criminal*	1		
Total calls for service	2	N/A	N/A

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

GLENDALE POLICE DEPARTMENT

Liquor Application Worksheet

Applicant Background Synopsis:

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

100% percent of the proceeds from this Special Event go to the Assyrian Church of the East.

Events are scheduled for 08-07-15 (Fri).

Current License Holder:

New License

Location History:

No significant Calls for Service history at this location.

Special Concerns:

None found

Background investigation complete:

Police Department recommendation has No Cause for Denial.

		Date
Investigating Officer – M. Ervin	M. ERVIN	5-22-15
CID Lieutenant or Commander		
Deputy City Attorney		
Chief of Police or designee	AC Mortensen	5-26-15

File #: 15-414, **Version:** 1

APPROVE SPECIAL EVENT LIQUOR LICENSE, LEUKEMIA & LYMPHOMA SOCIETY
Staff Contact: Susan Matousek, Revenue Administrator

Purpose and Recommended Action

This is a request for City Council to recommend approval to the Arizona Department of Liquor Licenses and Control of a special event liquor license for the Leukemia & Lymphoma Society, submitted by Naomi Martinez. The event will be held at San Lagos Complex located at 5901 West Behrend Drive on Saturday, August 1, 2015, from noon to 4 p.m. The purpose of this special event liquor license is for a fundraiser at the Summer of Love Pool Party Series.

Background Summary

The San Lagos Complex is zoned C-2 (General Commercial) and located in the Cholla District. If this application is approved, the total number of days expended by this applicant will be one of the allowed 12 days per calendar year. Under the provisions of A.R.S. § 4-203.02, the Arizona Department of Liquor Licenses and Control may issue a special event liquor license only if the Council recommends approval of such license.

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

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

FOR DLLC USE ONLY

Event date(s): _____

Event time start/end: _____

APPLICATION FOR SPECIAL EVENT LICENSE

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

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

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

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

SECTION 1 Name of Organization: LEUKEMIA & LYMPHOMA SOCIETY

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

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

☑ Charitable (501.C) ☐ Fraternal (must have regular membership and have been in existence for over five (5) years)

☐ Religious ☐ Civic (Rotary, College Scholarship) ☐ Political Party, Ballot Measure or Campaign Committee

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

☐ Yes ☒ No

N/A	N/A	N/A
Name of Business	License Number	Phone (include Area Code)

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

☐ Place license in non-use

☐ Dispense and serve all spirituous liquors under retailer's license

☒ Dispense and serve all spirituous liquors under special event

☐ Split premise between special event and retail location

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

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

SECTION 7 Location of the Event: SAN LAGOS

Address of Location: 5901 W BEHREND DR. , GLENDALE , MARICOPA/AZ , 85308

Street City County/State Zip

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

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

1. Applicant: ~~TOMMY~~ BREWER ~~ANNA~~ JAMES ALBERT [redacted]

Last First Middle Date of Birth

2. Applicant's mailing address: 3877 E 7TH ST. , PHOENIX , AZ , 85014

Street City State Zip

3. Applicant's home/cell phone: [redacted] Applicant's business phone: (602) 788 8622

4. Applicant's email address: [redacted]

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

SECTION 10

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

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

3. Is the organization using the services of a promoter or other person to manage the event? ☒Yes ☐No
(If yes, attach a copy of the agreement.)

4. List all people and organizations who will receive the proceeds. Account for 100% of the proceeds. The organization applying must receive 25% of the gross revenues of the special event liquor sales. Attach an additional page if necessary.

Name LEUKEMIA & LYMPHOMA SOCIETY Percentage 100%
Address 3877 E 7TH STREET, PHOENIX AZ, 85284
Street City State Zip

Name _____ Percentage _____
Address _____
Street City State Zip

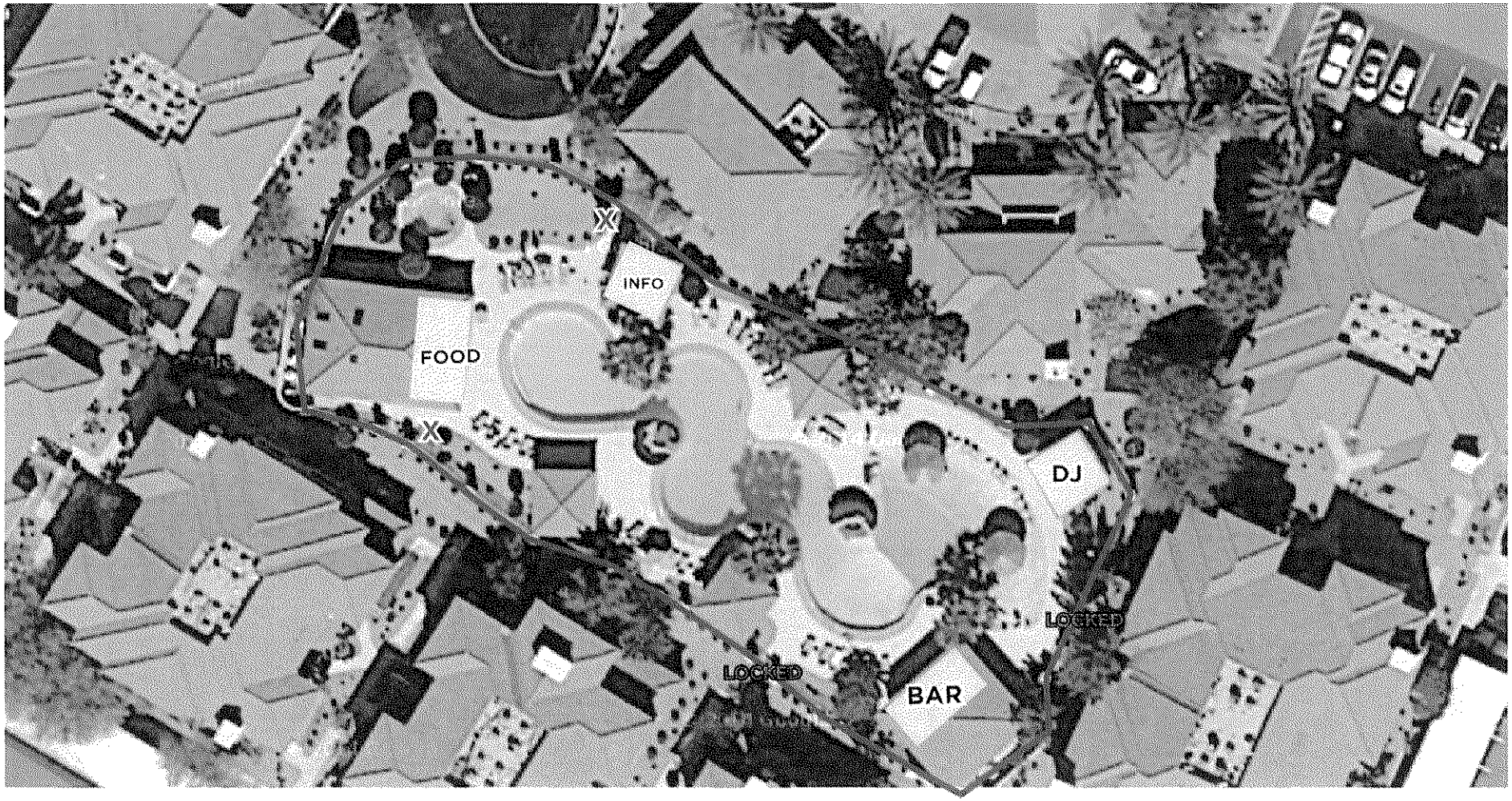
5. Please read A.R.S. §4-203.02 Special event license; rules and R19-1-205 Requirements for a Special Event License.
Note: ALL ALCOHOLIC BEVERAGE SALES MUST BE FOR CONSUMPTION AT THE EVENT SITE ONLY.
"NO ALCOHOLIC BEVERAGES SHALL LEAVE SPECIAL EVENT UNLESS THEY ARE IN AUCTION SEALED CONTAINERS OR THE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

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

_____ Number of Police 2 Number of Security Personnel ☐Fencing ☐Barriers
Explanation: SECURITY AT BOTH ENTRANCE AND EXIT WILL ID & WRISTBAND 21+ ATTENDEES. DRINK CARDS & PROFESSIONAL BARTENDERS

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

	Date	Day of Week	Event Start Time AM/PM	License End Time AM/PM
DAY 1:	AUG 1	SAT	12PM	4PM
DAY 2:				
DAY 3:				
DAY 4:				
DAY 5:				
DAY 6:				
DAY 7:				
DAY 8:				
DAY 9:				
DAY 10:				


X
INFO
FOOD
X
DJ
LOCKED
LOCKED
BAR

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

I, JAMES A. BREWER declare that I am an OFFICER, DIRECTOR, or CHAIRPERSON
(Print full name)

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

X _____ EXECUTIVE DIR. 6/1/15 602-567-7620
(Signature) Title/ Position Date Phone #

The foregoing instrument was acknowledged before me this 1st Day June Month 2015 Year

State AZ County of Maricopa

My Commission Expires on: 4/15/2016
Date

TAMARA A. CAMAMO
Notary Public - Arizona
Maricopa County
My Commission Expires
APRIL 15, 2016

_____
Signature of Notary Public

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

I, JAMES A. BREWER declare that I am the APPLICANT filing this application as
(Print full name)

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

X _____ EXEC. DIR. 6/1/15 602-567-7620
(Signature) Title/ Position Date Phone #

The foregoing instrument was acknowledged before me this 1st Day June Month 2015

State AZ County of Maricopa

My Commission Expires on: 4/15/2016
Date

TAMARA A. CAMAMO
Notary Public - Arizona
Maricopa County
My Commission Expires
APRIL 15, 2016

_____
Signature of Notary Public

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

SECTION 15 Local Governing Body Approval Section

I, _____ _____ recommend ☐ APPROVAL ☐ DISAPPROVAL
(government official) (Title)

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

FOR DEPARTMENT OF LIQUOR LICENSES AND CONTROL USE ONLY

☐ APPROVAL ☐ DISAPPROVAL BY: _____ DATE: _____

15-97

GLENDALE POLICE DEPARTMENT

Liquor Application Worksheet

Date: **06-02-15**

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

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

Application Type: **New License**

Definition: New license

Business Name: **Leukemia & Lymphoma Society**

Business Address: **3877 E. 7th Street (Event at 5901 W. Behrend Dr.)**

Applicant/s Information

Name: **Brewer, James Albert**

Name:

Name:

Name:

Background investigation of applicant/s completed.

Calls for Service History:	Call history for location beginning: 6/2/2014	Other Suites	New ownership call history beginning:
Liquor Related	1		
Vice Related			
Drug Related			
Fights / Assaults	2		
Robberies			
Burglary / Theft	14		
911 calls			
Trespassing			
Accidents			
Fraud / Forgery			
Threats			
Criminal damage	2		
Other non-criminal*	42		
Other criminal	11		
Total calls for service	**72**	**N/A**	**N/A**

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

GLENDALE POLICE DEPARTMENT

Liquor Application Worksheet

Applicant Background Synopsis:

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

All proceeds from this Special Event go to the Leukemia & Lymphoma Society.

Event is scheduled for 08-01-15 (Sat).

Current License Holder:

N/A

Location History:

No significant Calls for Service history at this location.

Special Concerns:

None found

Background investigation complete:

Police Department recommendation has No Cause for Denial.

		Date
Investigating Officer – M. Ervin	M. ERVIN	6-2-15
CID Lieutenant or Commander		
Deputy City Attorney		
Chief of Police or designee		6-3-15

File #: 15-393, **Version:** 1

APPROVE LIQUOR LICENSE NO. 5-16834, DESERT ROSE
Staff Contact: Susan Matousek, Revenue Administrator

Purpose and Recommended Action

This is a request for City Council to recommend approval to the Arizona Department of Liquor Licenses and Control of a new, non-transferable series 12 (Restaurant) license for Desert Rose located at 6729 North 57th Drive. The Arizona Department of Liquor Licenses and Control application (No. 1207A252) was submitted by Teresa Marie Outzen.

Background Summary

The location of the establishment is in the Ocotillo District. The property is zoned C-2 (General Commercial). The population density within a one-mile radius is 16,068. This series 12 is a new license, therefore, the approval of this license will increase the number of liquor licenses in the area by one. The current number of liquor licenses within a one-mile radius is as listed below.

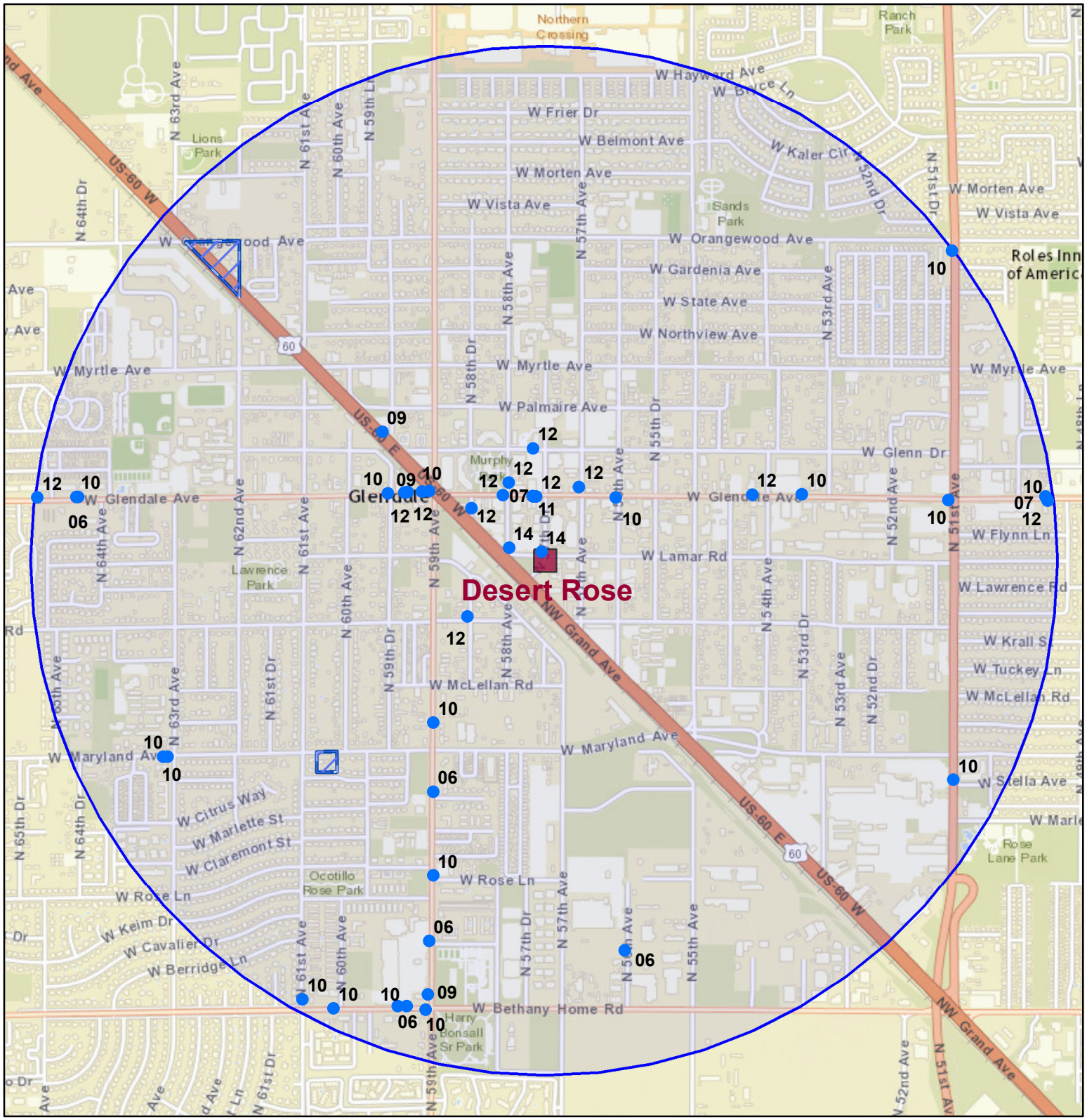
Series	Type	Quantity
06	Bar - All Liquor	5
07	Bar - Beer and Wine	2
09	Liquor Store - All Liquor	3
10	Liquor Store - Beer and Wine	17
11	Hotel/Motel	1
12	Restaurant	12
14	Private Club	2
	Total	**42**

Pursuant to A.R.S. § 4-203(A), when considering this new, non-transferable series 12 license, Council may take into consideration the location, as well as the applicant's capability, qualifications, and reliability.

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

Community Benefit/Public Involvement

No public protests were received during the 20-day posting period, May 7 thru May 27, 2015.



BUSINESS NAME: Desert Rose

LOCATION: 6729 N. 57th Dr

ZONING: C-2

APPLICANT: Teresa Marie Outzen

APPLICATION NO: 5-16834

SALES TAX AND LICENSE DIVISION
CITY OF GLENDALE, AZ

N

15-89

GLENDALE POLICE DEPARTMENT

Liquor Application Worksheet

Date: **05-20-15**

License Type: **Series 12 Restaurant**

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

Application Type: **New License**

Definition: New License

Business Name: **Desert Rose**

Business Address: **6729 N. 57th Drive**

Applicant/s Information

Name: **Outzen, Teresa Marie**
Name: **Gliniak, Peter Robert**
Name:
Name:

Background investigation of applicant/s completed.

Calls for Service History:	Call history for location beginning: 5/20/2010	Other Suites	New ownership call history beginning:
Liquor Related			
Vice Related			
Drug Related			
Fights / Assaults			
Robberies			
Burglary / Theft			
911 calls			
Trespassing			
Accidents			
Fraud / Forgery			
Threats			
Criminal damage			
Other non-criminal*	1		
Total calls for service	**1**	**N/A**	**N/A**

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

GLENDALE POLICE DEPARTMENT

Liquor Application Worksheet

Applicant Background Synopsis:

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

Current License Holder:

N/A

Location History:

No significant Calls for Service history at this location.

Special Concerns:

None found.

Background investigation complete:

Police Department recommendation has No Cause for Denial.

		Date
Investigating Officer – M. Ervin	M. ERVIN	5-20-15
CID Lieutenant or Commander		
Deputy City Attorney		
Chief of Police or designee		5-20-15

File #: 15-394, **Version:** 1

APPROVE LIQUOR LICENSE NO. 5-16821, SUSHI CATCHER
Staff Contact: Susan Matousek, Revenue Administrator

Purpose and Recommended Action

This is a request for City Council to recommend approval to the Arizona Department of Liquor Licenses and Control of a new, non-transferable series 12 (Restaurant) license for Sushi Catcher located at 6334 West Bell Road. The Arizona Department of Liquor Licenses and Control application (No. 1207A259) was submitted by Ms. Jeniffer.

Background Summary

The location of the establishment is in the Sahuaro District. The property is zoned C-2 (General Commercial). The population density within a one-mile radius is 11,210. Sushi Catcher is currently operating with an interim permit, therefore, the approval of this license will not increase the number of liquor licenses in the area by one. The current number of liquor licenses within a one-mile radius is as listed below.

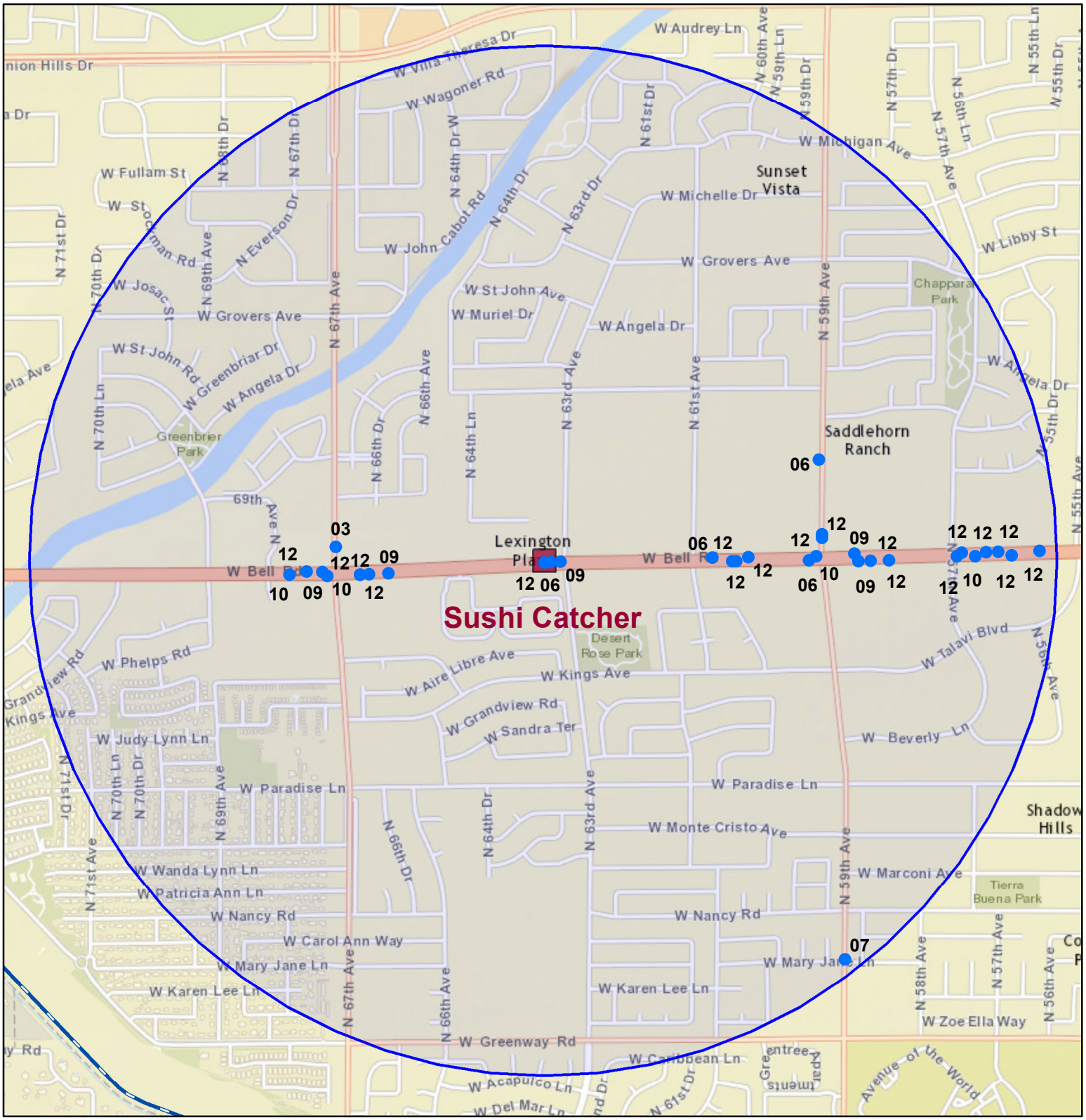
Series	Type	Quantity
03	Domestic Microbrewery	1
06	Bar - All Liquor	4
07	Bar - Beer and Wine	1
09	Liquor Store - All Liquor	5
10	Liquor Store - Beer and Wine	4
12	Restaurant	18
	Total	**33**

Pursuant to A.R.S. § 4-201(G), when considering this new, non-transferable series 12 license, Council may take into consideration the applicant's capability, qualifications, and reliability.

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

Community Benefit/Public Involvement

No public protests were received during the 20-day posting period, May 12 thru June 1, 2015.



BUSINESS NAME: Sushi Catcher

LOCATION: 6334 W. Bell Rd

ZONING: C-2

APPLICANT: Ms. Jeniffer

APPLICATION NO: 5-16821

SALES TAX AND LICENSE DIVISION
CITY OF GLENDALE, AZ

1593

GLENDALE POLICE DEPARTMENT

Liquor Application Worksheet

Date: **05-13-15**

License Type: **Series 12 Restaurant**

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

Application Type: **New License**

Definition: New License

Business Name: **Sushi Catcher**

Business Address: **6334 W. Bell Rd.**

Applicant/s Information

Name: **Jeniffer, Unknown (Agent)**
Name: **Muksyarif, Hendra Budiman**
Name: **Sanjaya, Meliana**
Name:

Background investigation of applicant/s completed.

Calls for Service History:	Call history for location beginning: 5/13/2010	Other Suites	New ownership call history beginning: 5/7/2015
Liquor Related			
Vice Related			
Drug Related			
Fights / Assaults			
Robberies			
Burglary / Theft	1		
911 calls	1		
Trespassing			
Accidents			
Fraud / Forgery			
Threats			
Criminal damage			
Other non-criminal*			
Other criminal			
Total calls for service	2	N/A	0

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

GLENDALE POLICE DEPARTMENT

Liquor Application Worksheet

Applicant Background Synopsis:

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

Current License Holder:

Taekyu Kang (Agent)
You & I Sushi Inc. (Owner)

There are no known concerns with the current license holder.

Location History:

No significant Calls for Service history at this location.

Special Concerns:

None found.

Background investigation complete:

Police Department recommendation has No Cause for Denial.

		Date
Investigating Officer – M. Ervin	M. ERVIN	5-13-15
CID Lieutenant or Commander		
Deputy City Attorney		
Chief of Police or designee		5-14-15

File #: 15-415, **Version:** 1

APPROVE LIQUOR LICENSE NO. 1-48980, AMC THEATRES WESTGATE 20
Staff Contact: Susan Matousek, Revenue Administrator

Purpose and Recommended Action

This is a request for City Council to recommend approval to the Arizona Department of Liquor Licenses and Control of a person-to-person, location-to-location transferable series 6 (Bar - All Liquor) license for AMC Theatres Westgate 20 located at 9400 West Hanna Lane. The Arizona Department of Liquor Licenses and Control application (No. 06070404) was submitted by Andrea Dahlman Lewkowitz.

Background Summary

The location of the establishment is in the Yucca District and is over 300 feet from any church or school. The property is zoned PAD (Planned Area Development). The population density within a one-mile radius is 4,403. This series 6 is a new license, therefore, the approval of this license will increase the number of liquor licenses in the area by one. The current number of liquor licenses within a one-mile radius is as listed below.

Series	Type	Quantity
03	Domestic Microbrewery	1
06	Bar - All Liquor	7
07	Bar - Beer and Wine	4
10	Liquor Store - Beer and Wine	2
11	Hotel/Motel	1
12	Restaurant	14
	Total	**29**

Pursuant to A.R.S. § 4-203(A), when considering this new, person-to-person, location-to-location transferable series 6 license, Council may take into consideration the location, as well as the applicant's capability, qualifications, and reliability.

The City of Glendale Development Services and Fire Departments have reviewed the application and determined that it meets all technical requirements.

While the Police Department has not recommended denial, the Police Department staff recommends that the following information be considered regarding this application. The liquor license for AMC Theatres Westgate 20 is a new license and represents a business model that does not currently exist within the city. The liquor license encompasses the entire premises, meaning alcohol can be consumed anywhere on the business property which for AMC Theatres Westgate 20 encompasses 77,826 square feet. Alcohol will be consumed in

the low light theatres with no constant or direct supervision of theatre employees, many of whom are teenagers. Theatre patrons may purchase only two drinks at a time; but the applicant has not set a limit on the amount of alcohol that may be purchased. AMC Theatres has a companywide zero tolerance alcohol operational procedure policy; the applicant has expressed willingness to work closely with local authorities to assure a safe environment for patrons and fully comply with liquor laws.

Community Benefit/Public Involvement

No public protests were received during the 20-day posting period, May 8 thru May 28, 2015**.**

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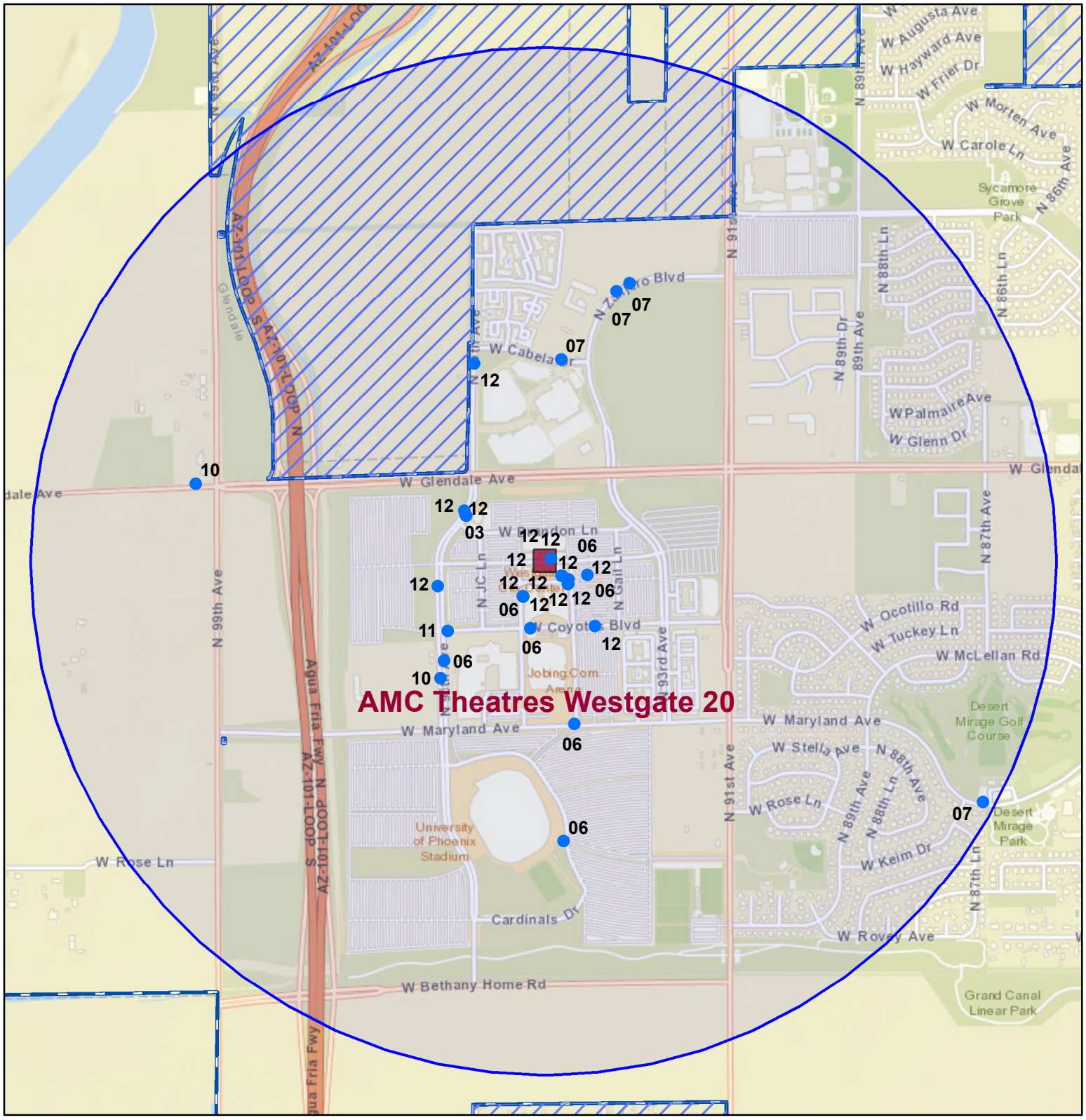

BUSINESS NAME: AMC Theatres Westgate 20

LOCATION: 9400 W Hanna Drive

ZONING: PAD

APPLICANT: Andrea Dahlman Lewkowitz

APPLICATION NO: 1-48980

SALES TAX AND LICENSE DIVISION
CITY OF GLENDALE, AZ

N

15-92

GLENDALE POLICE DEPARTMENT

Liquor Application Worksheet

Date: **05-26-15**

License Type: **Series 6 Bar (All Spiritous Liquor)**

Definition: Allows for the sale of all types of liquor, on-premise consumption and allows the bar to sell packaged goods to go. Delivery service is allowed.

Application Type: **Person Location Transfer**

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

Business Name: **AMC Theatres Westgate 20**

Business Address: **9400 W. Hanna Lane**

Applicant/s Information

Name: **Lewkowitz, Andrea Dahlman**
Name: **Connor, Kevin Michael**
Name: **Lopez, Gerardo Isaac**
Name: **McDonald, John David**

Background investigation of applicant/s completed.

Calls for Service History:	Call history for location beginning: 5/26/2010	Other Suites	New ownership call history beginning:
Liquor Related	1	46	
Vice Related			
Drug Related	2	9	
Fights / Assaults	6	57	
Robberies	1	3	
Burglary / Theft	14	213	
911 calls	1	1	
Trespassing	2	20	
Accidents		38	
Fraud / Forgery	3	6	
Threats		5	
Criminal damage	1	30	
Other non-criminal*	28	186	
Other criminal	1	20	
Total calls for service	**60**	**634**	**N/A**

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

GLENDALE POLICE DEPARTMENT

Liquor Application Worksheet

Date: **05-26-15**

License Type: **Series 6 Bar (All Spiritous Liquor)**

Definition: Allows for the sale of all types of liquor, on-premise consumption and allows the bar to sell packaged goods to go. Delivery service is allowed.

Application Type: **Person Location Transfer**

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

Business Name: **AMC Theatres Westgate 20**

Business Address: **9400 W. Hanna Lane**

Applicant/s Information

Name: **Ramsey, Craig Ray**

Name:

Name:

Name:

Continuation of applicants.

GLENDALE POLICE DEPARTMENT

Liquor Application Worksheet

Applicant Background Synopsis:

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

Current License Holder:

N/A

Location History:

No significant Calls for Service history at this location.

Special Concerns:

None found

Background investigation complete:

Police Department recommendation has No Cause for Denial.

		Date
Investigating Officer – M. Ervin		
CID Lieutenant or Commander		
Deputy City Attorney		
Chief of Police or designee	Debra Black	5-29-15

File #: 15-417, **Version:** 1

APPROVE LIQUOR LICENSE NO. 1-20682, AMC THEATRES ARROWHEAD TOWNE CENTER 14
Staff Contact: Susan Matousek, Revenue Administrator

Purpose and Recommended Action

This is a request for City Council to recommend approval of a person-to-person, location-to-location transferable series 6 (Bar - All Liquor) license for AMC Theatres Arrowhead Towne Center 14 located at 7700 West Arrowhead Towne Center, Suite 1079. The Arizona Department of Liquor Licenses and Control application (No. 06070679) was submitted by Andrea Dahlman Lewkowitz.

Background Summary

The location of the establishment is in the Sahuaro District and is over 300 feet from any church or school. The property is zoned PAD (Planned Area Development). The population density within a one-mile radius is 9,781. This series 6 is a new license, therefore, the approval of this license will increase the number of liquor licenses in the area by one. The current number of liquor licenses within a one-mile radius is as listed below.

Series	Type	Quantity
03	Domestic Microbrewery	2
05	Government	1
06	Bar - All Liquor	3
09	Liquor Store - All Liquor	4
10	Liquor Store - Beer and Wine	6
12	Restaurant	34
	Total	**50**

Pursuant to A.R.S. § 4-203(A), when considering this new, person-to-person, location-to-location transferable series 6 license, Council may take into consideration the location, as well as the applicant's capability, qualifications, and reliability.

The City of Glendale Development Services and Fire Departments have reviewed the application and determined that it meets all technical requirements.

While the Police Department has not recommended denial, the Police Department staff recommends that the following information be considered regarding this application. The liquor license for AMC Theatres Arrowhead Towne Center 14 is a new license and represents a business model that does not currently exist within the city. The liquor license encompasses the entire premises, meaning alcohol can be consumed anywhere on the business property which for AMC Theatres Arrowhead Towne Center 14 encompasses

46,123 square feet. Alcohol will be consumed in the low light theatres with no constant or direct supervision of theatre employees, many of whom are teenagers. Theatre patrons may purchase only two drinks at a time; but the applicant has not set a limit on the amount of alcohol that may be purchased. AMC Theatres has a companywide zero tolerance alcohol operational procedure policy; the applicant has expressed willingness to work closely with local authorities to assure a safe environment for patrons and fully comply with liquor laws.

Community Benefit/Public Involvement

One written protest was received during the 20-day posting period, however the protester did not reside or own or lease property within a one mile radius of this location. State law only allows a bona fide resident residing or owning or leasing property within a one mile radius from the premises proposed to be licensed to file written arguments in favor or opposition of the issuance of the license. Therefore, the letter has been included in your packet for your information only and will not be forwarded to the Arizona Department of Liquor Licenses and Control.

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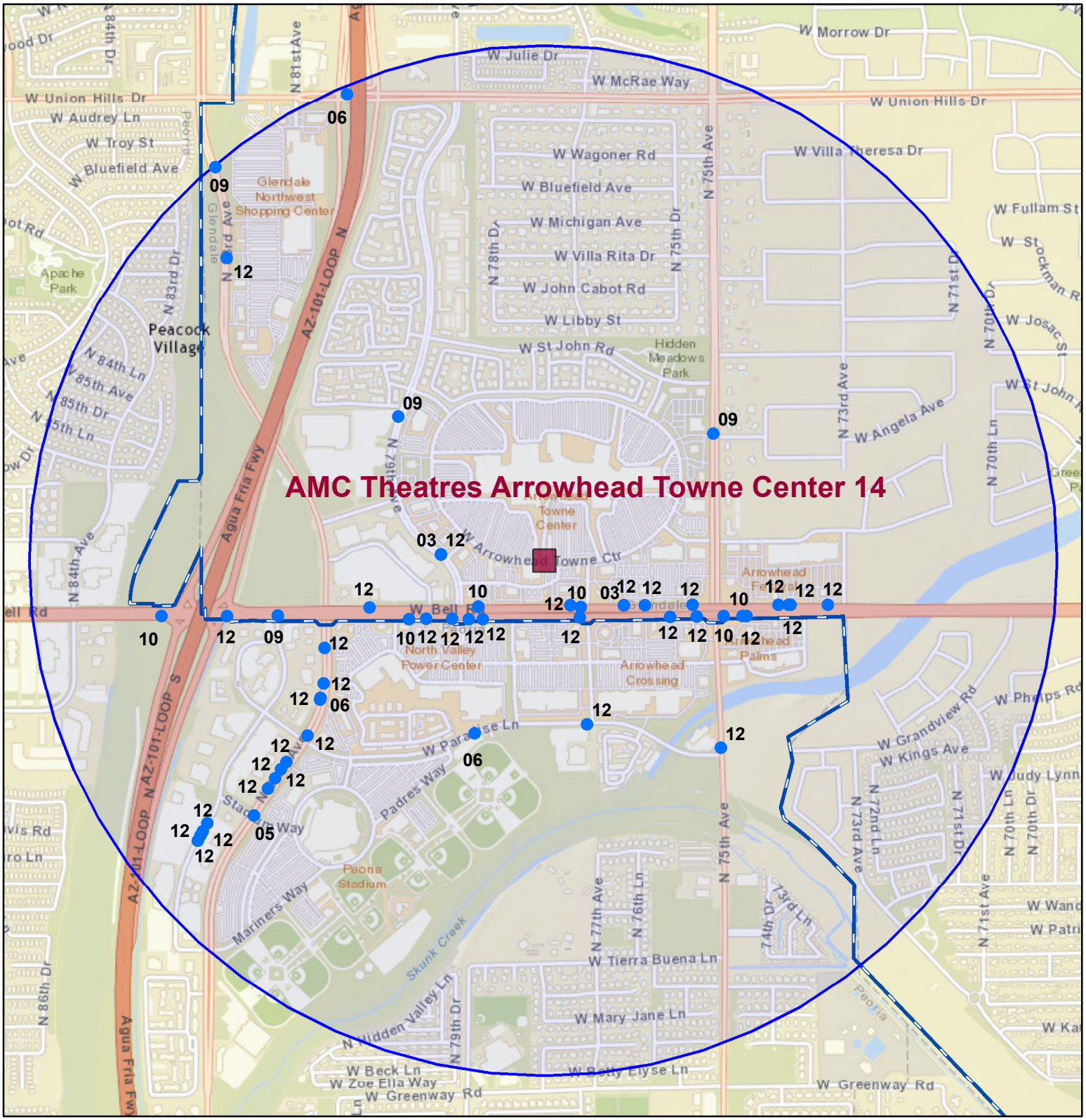

BUSINESS NAME: AMC Theatres Arrowhead Towne Center 14

LOCATION: 7700 W Arrohead Towne Center #1079

ZONING: PAD

APPLICANT: Andrea Dahlman Lewkowitz

APPLICATION NO: 1-20682

SALES TAX AND LICENSE DIVISION
CITY OF GLENDALE, AZ

N

15-91

GLENDALE POLICE DEPARTMENT

Liquor Application Worksheet

Date: **05-26-15**

License Type: **Series 6 Bar (All Spiritous Liquor)**

Definition: Allows for the sale of all types of liquor, on-premise consumption and allows the bar to sell packaged goods to go. Delivery service is allowed.

Application Type: **Person Location Transfer**

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

Business Name: **AMC Theatres Arrowhead Towne Center 14**

Business Address: **7700 W. Arrowhead Towne Center #1079**

Applicant/s Information

Name: **Lewkowitz, Andrea Dahlman**
Name: **Connor, Kevin Michael**
Name: **Lopez, Gerardo Isaac**
Name: **McDonald, John David**

Background investigation of applicant/s completed.

Calls for Service History:	Call history for location beginning:	Other Suites	New ownership call history beginning:
Liquor Related	1	28	
Vice Related			
Drug Related	1	52	
Fights / Assaults	1	83	
Robberies	2	17	
Burglary / Theft	3	1932	
911 calls			
Trespassing	3	89	
Accidents		274	
Fraud / Forgery	1	140	
Threats	1	27	
Criminal damage		95	
Other non-criminal*	11	1281	
Other criminal	1	109	
Total calls for service	**25**	**4127**	**N/A**

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

GLENDALE POLICE DEPARTMENT

Liquor Application Worksheet

Date: **05-26-15**

License Type: **Series 6 Bar (All Spiritous Liquor)**

Definition: Allows for the sale of all types of liquor, on-premise consumption and allows the bar to sell packaged goods to go. Delivery service is allowed.

Application Type: **Person Location Transfer**

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

Business Name: **AMC Theatres Arrowhead Towne Center 14**

Business Address: **7700 W. Arrowhead Towne Center #1079**

Applicant/s Information

Name: **Ramsey, Craig Ray**

Name:

Name:

Name:

Continuation of applicants.

GLENDALE POLICE DEPARTMENT

Liquor Application Worksheet

Applicant Background Synopsis:

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

Current License Holder:

N/A

Location History:

No significant Calls for Service history at this location.

Special Concerns:

None found

Background investigation complete:

Police Department recommendation has No Cause for Denial.

		Date
Investigating Officer – M. Ervin		
CID Lieutenant or Commander		
Deputy City Attorney		
Chief of Police or designee	Debra Black	5-28-15

File #: 15-450, **Version:** 1

AUTHORIZATION TO ENTER INTO AN AGREEMENT WITH PT ASSET MANAGEMENT, D.B.A. PUBLIC TRUST ADVISORS, FOR INVESTMENT ADVISORY SERVICES

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

Purpose and Recommended Action

This is a request for the City Council to authorize the Acting City Manager to enter into an agreement with PT Asset Management, doing business as Public Trust Advisors, for investment advisory services commencing on July 1, 2015 for an initial term of two years and the option to extend annually at the Acting City Manager's discretion for an additional three years in an amount not to exceed $625,000 ($125,000 annually).

Background

On February 2015, the city issued a request for proposals (RFP) for investment advisory services. Four proposals were received and an evaluation committee consisting of staff from the Finance and Technology Department reviewed the offers received. Specific evaluation criteria included: experience of the firm in providing investment advisory services to public sector clients, qualifications of individuals assigned to the city's account, portfolio management resources, fluctuating cash flow analysis and forecasting, communication plans for keeping the city informed of market changes and investment strategies, reporting capabilities, and cost of associated fees. The proposal submitted by PT Asset Management d.b.a. Public Trust Advisors, was recommended by the committee for approval by the Council.

Analysis

An investment advisory firm monitors the marketplace for the city's current and proposed investments, ensuring that a high-quality portfolio is always maintained and that the city receives a reasonable rate of return on its investments. The city uses an investment advisory firm to provide professional advice when deciding on investments. The investment advisory firm also reviews the city's investment policy and provides recommendations on permitted investments, asset allocation, and maturity limits that are in compliance with state statues and city code and ordinance.

Public Trust Advisors is an independent SEC register investment advisor in accordance with the Investment Advisors Act of 1940. The firm works exclusively with public sector clients and currently manages more than $8.4 billion in assets for its clients. Public Trust Advisors portfolio managers will research, analyze, and recommend investment opportunities to the staff in the Finance and Technology Department who will provide approval prior to executing any trade transactions. All investments are held by a third party custodian and Public Trust Advisors will not take possession of any securities or investments in the portfolio.

The current contract for investment advisory services expires on June 30, 2015 with no provision to extend

this agreement. The recommended agreement with Public Trust Advisors is for two years, with an option, at the discretion of the Acting City Manager, to extend the agreement for three additional years in one-year increments. Budget for the investment advisor fees is available in the general fund.

Previous Related Council Action

On Feb 25, 2014, the Council approved a two year extension of the professional services agreement with Cutwater Investor Service Corporation, the city's current investment advisor.

On June 22, 2010, the Council approved a three year investment advisory service contract with Cutwater Investor Service Corporation (Contract No. 7333).

On February 23, 2005, the city's investment policy was updated and filed with the City Clerk.

Community Benefit/Public Involvement

Having a professional investment advisor under contract that is familiar with the city's investment policy and knowledgeable of the investment marketplace ensures that city funds are safely invested and a quality portfolio is maintained.

Budget and Financial Impacts

The fees are billed monthly. The amount billed is the asset value (cost basis) of the funds under management for the month times the investment management fee of approximately .035%. The estimated annual cost is $125,000 per fiscal year for the term of the contract.

Cost	Fund-Department-Account
$125,000	**1000-89800-520405, Advisor Fees**

Capital Expense? No

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?

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C-_____

INVESTMENT ADVISORY AGREEMENT

PUBLIC TRUST ADVISORS, LLC

This Investment Advisory Agreement (the "Agreement") is entered into as of the _____ day of _____, 2015 (the "Effective Date"), by and between Public Trust Advisors, LLC, (Public Trust) a Colorado limited liability company (the "Investment Manager") and The City of Glendale (the "Client").

AGREEMENT

In consideration of the mutual covenants contained in this Agreement, Investment Manager and Client agree as follows:

1. Appointment as Investment Manager.

Client appoints Investment Manager, and Investment Manager accepts such appointment, to act as exclusive investment adviser with respect to the assets placed by Client under the Investment Manager's supervision (collectively, the "Account" or "Accounts").

2. Investment Manager Services.

(a) Subject to the Investment Policy Statement (as defined below), the Investment Manager, commencing on the Effective Date, shall, on a discretionary basis, have the authority to invest, reinvest or otherwise manage the assets in the Account, including, without limiting the generality of the foregoing, the authority to direct the Designated Custodians to deliver funds or securities for the purpose of effecting transactions. The Investment Manager shall not provide, or otherwise be responsible for, the maintenance of books and records, reporting, audit, tax or other general administrative services with respect to the Account. Any special restrictions or limitations to the above (if applicable) are outlined in Addendum A, as a supplement to and incorporated into this Agreement.

(b) In furtherance of this Agreement, including but not limited to Section 2(a) above, and except for the express limitations contained herein, including Addendum A, and in the Investment Policy Statement, Client hereby designates and appoints Public Trust as the Client's Investment Manager.

3. Investment Guidelines, Investment Policy Statement.

The investment manager agrees to manage the Clients assets within the Account or Accounts in accordance with the Client's investment Policy Statement, which is attached as Addendum B and incorporated into this Agreement. The Investment Policy Statement contains written investment guidelines and restrictions for the management of the Account. Investment Manager shall make investment decisions in accordance, and consistent with, the Investment Policy Statement. Client may provide the Investment Manager an amended Investment Policy Statement at any time, from time to time, and the Investment Manager shall implement such amended Investment Policy Statement as soon as practicable. Notwithstanding the preceding, in no event will the Investment Manager follow any provision of the Investment Policy Statement or any provision of this Agreement that Investment

Manager determines would contravene any applicable law, rule, or regulation of any governmental authority or securities exchange to which it is subject; provided that Investment Manager shall give Client prompt written notice of such determination.

4. **Custody of Assets.**

(a) Investment Manager shall not hold or have custody or possession of any cash, securities or other properties of Client or assets of the Account unless agreed under separate arrangement by the Investment Manager and the Client. Custodians designated by Client (the "Designated Custodians") shall have the responsibility to consummate any and all purchases, sales, deliveries, receipts and other transactions made with respect to the Account, the collection of all income (including, but not limited to, interest and dividends) and the acquisition and safekeeping of the assets, securities, funds, and other properties comprising the Account.

(b) Client agrees to promptly furnish, or to cause the Designated Custodians to promptly furnish, to Investment Manager all data and information Investment Manager may reasonably request to render the services described in this Agreement.

(c) The Client shall instruct the Designated Custodians to (i) carry out all transactions directed, in writing or electronically, by the Investment Manager, (ii) confirm, in writing or electronically, all completed transactions to the Investment Manager and (iii) cooperate with the Investment Manager in its performance under this Agreement.

(d) The Client will provide the Investment Manager with a certificate certifying the names and specimen signatures of the individuals who are authorized to act on behalf of the Client and Designated Custodians. The Investment Manager will be fully protected in relying upon any notice, instruction, direction, or communication that has been executed by an individual who is authorized to act on behalf of the Client or Designated Custodians.

5. **Management Fee and Expenses.**

The compensation of the Investment Manager shall be calculated based on the Client's average daily market value plus accrued interest of the assets under management and based on the number of days in the month and year for the specified billing cycle. The fees shall be based in accordance with the schedule of fees below. To the extent Designated Custodian consents, Client authorizes the Investment Manager to submit the Client's management fee invoice to the Designated Custodian and shall authorize the Designated Custodian to pay Investment Manager's fees directly from Client's Account monthly in arrears. The Client will receive a copy of the management fee invoice for the specified billing period. In the event Designated Custodian does not consent to the foregoing, Investment Manager shall submit monthly invoices to Client, who shall remit payment within 30 days.

a. Year One - All assets under management - 3.49 basis points or 0.0349%
b. Years Two through Five - All assets under management - 3.40 basis points or 0.0340%
c. Annual minimum fee of $40,000.00 (monthly fee of $3,333.33) applies to all years.

d. Annual minimum fee is not in addition to the asset based fee, however provides an annual minimum in the event that assets under management decrease dramatically.

6. **Track Record.**

The Investment Manager shall have the right to acknowledge and use, without disclosing Client's identify, the track record of (i) the Account from the Effective Date until the Termination Date and (ii) the Client's investment assets. During the term of this Agreement and for such period thereafter that Investment Manager continues to show any such track record, and for a period of at least the period shown in any such track period plus six years thereafter, the Client shall make available, and/or make reasonable efforts to cause the Designated Custodians to make available, to the Investment Manager, at the Investment Manager's sole expense, all information reasonably necessary for the Investment Manager to compile, verify and to use these track records; provided such information shall not be unreasonably burdensome to the Client (other than pursuant to the satisfaction of applicable law or regulation). The Investment Manager shall defend and indemnify and hold the Client harmless for any claims that arise or relate in any way from the Investment Manager's use of such information.

7. **Term and Termination.**

(a) The term of this Agreement commences upon the Effective Date and continues for a two-year initial period. The Client may, at its option, by action of the City Manager or designee, and with the approval of the Investment Manager, extend the term of this Agreement an addition three years, renewable on an annual basis. Investment Manager will be notified in writing by the Client of its intent to extend the Agreement at least 30 calendar days prior to the expiration of the original or any renewal period.

(b) Termination for Convenience. Agreement shall terminate at the Client's discretion any time provided the Client has provided the Investment Manager at least 90 days' prior written notice or at the Investment Manager's discretion any time provided the Investment Manager has provided the Client at least 90 days' prior written notice.

(c) Termination for Cause. Client may terminate this Agreement for cause if Investment Manager fails to cure any breach of this Agreement within seven days after receipt of written notice specifying the breach.

8. **Contributions and Withdrawals.**

The Client shall determine what assets will be transferred to or from the Account from time to time and shall promptly notify the Investment Manager, in writing, of its determinations in this regard, prior to doing so. The Client shall provide the Investment Manager with reasonable written notice of all withdrawals and contributions.

9. **Other Clients; Allocation; Other Disclosures.**

Client acknowledges that he/she has received prior to, or contemporaneously with, entering into this Agreement: (i) the Investment Managers' current SEC Form ADV, Part 2A (ADV Part 2A); and (ii) to the extent required by Regulation S-P (or similar federal or state law or regulations), a copy of the Investment Managers' Privacy Policy (collectively, the "Disclosure Documents"). Client further

acknowledges that he/she has, together with representatives of Investment Manager, carefully reviewed this Agreement and any applicable Disclosure Documents or other documents provided in connection herewith and has had the opportunity to discuss such materials with representatives of Investment Manager prior to execution of this Agreement.

Client acknowledges that the Investment Manager may give advice and take action with respect to other clients that may differ from advice given or the timing or nature of action taken with respect to Client.

10. Brokerage Fees; Account Transactions.

Except as specified in the Investment Policy Statement, the Client hereby agrees that the Investment Manager shall have full authority and discretion to select brokers, dealers or counterparties through whom any transaction in respect of the Account shall be executed. The Investment Manager will seek "best execution," as described more fully in the ADV Part IIA, for any such transactions.

11. Client's Representations and Warranties.

The Client represents, warrants, and agrees that:

(a) the Client's execution, delivery, and performance of this Agreement do not violate or conflict with any agreement or obligation to which the Client is a party or by which the Client or its property is bound, whether arising by contract, operation of law, or otherwise;

(b) this Agreement has been duly authorized by all appropriate action of the Client and when executed and delivered will be a legal, valid, and binding agreement of the Client;

(c) this Agreement constitutes an arms-length agreement between the Client and the Investment Manager, and the Client understands the method of compensation provided for herein and its risks;

(d) It has received and read a copy of the Investment Managers' ADV Part 2A and Privacy Policy.

12. Investment Manager's Representations and Warranties.

The Investment Manager represents, warrants, and agrees that:

(a) it is duly incorporated, validly existing, and in good standing (to the extent any representation as to good standing can be made under applicable law) under the laws of its jurisdiction of organization;

(b) the Investment Manager's execution, delivery, and performance of this Agreement do not violate or conflict with any agreement or obligation to which the Investment Manager is a party or by which the Investment Manager or its property is bound, whether arising by contract, operation of law, or otherwise;

(c) this Agreement has been duly authorized by all appropriate action of the Investment Manager and when executed and delivered will be a legal, valid, and binding agreement of the Investment Manager, enforceable against the Investment Manager in accordance with its terms, and the Investment Manager will deliver to the Client such evidence of such authority as the Client may reasonably require, whether by way of a certified resolution or otherwise;

(d) as of the date of this Agreement, the Investment Manager is a registered investment adviser under the Investment Advisers Act of 1940, as it may be amended from time to time, ("Advisers Act"), and at all times that this Agreement is in effect, the Investment Manager shall be either registered or exempt from such registration;

(e) neither the Investment Manager nor its affiliates are subject to any order, judgment or decree described in Section 203(e) or (f) of the Advisers Act or has received notice that it is currently under investigation by any regulatory body that could give rise to such an order, judgment or decree; and

(f) the foregoing representations and warranties shall be continuing during the term of this Agreement, and if at any time during such term any event occurs which would make any of the foregoing representations and warranties untrue or inaccurate in any material respect, the Investment Manager promptly will notify the Client of such event and of any resulting untruths or inaccuracies.

13. Standard of Care; Professional Liability Insurance

(a) It is agreed that the standard of care applicable to Investment Adviser under this Agreement is that owed pursuant to applicable federal and state law, including the Advisers Act. . Nothing herein shall in any way constitute a waiver or limitation of any right of Client or any person under the federal and state securities laws.

14. Anti-Money Laundering.

(a) The Client understands and agrees that the Investment Manager prohibits the investment of funds by any persons or entities that are acting, directly or indirectly, (i) in contravention of any applicable laws and regulations, including anti-money laundering regulations or conventions, (ii) on behalf of terrorists or terrorist organizations, including those persons or entities that are included on the List of Specially Designated Nationals and Blocked Persons maintained by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC"), available at http://www.treas.gov/ofac, as such list may be amended from time to time, (iii) for a senior foreign political figure, any member of a senior foreign political figure's immediate family or any close associate of a senior foreign political figure, unless the Investment Manager, after being specifically notified by the Client in writing that it is such a person, conducts further due diligence, and determines that such investment shall be permitted, or (iv) for a foreign shell bank (as defined in USA PATRIOT Act) (such persons or entities in (i) – (iv) are collectively referred to as "Prohibited Persons").

(b) **The Client represents, warrants, and covenants that: (i) it is not, nor is any person or entity controlling, controlled by or under common control with it, a Prohibited Person.**

15. Agency Transactions.

The Client acknowledges that it is aware and understands that the Investment Manager or its affiliates may effect agency transactions between their respective advisory clients, which may include the Account, provided, with respect to any such agency transaction, neither the Investment Manager nor any of its affiliates acts as a broker within the meaning of Section 206(3) of the Advisers Act. Furthermore, the Client prospectively authorizes the Investment Manager and any of its affiliates to effect such agency transactions involving the Account.

16. **Indemnification.** To the extent allowed by law, Investment Manager shall defend, indemnify, and hold harmless the Client of Glendale, and its departments, boards, commissions, officers, officials, agents, employees and volunteers (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or part, by the negligent or willful acts or omissions of Investment Manager or any of its owners, officers, directors agents, employees or subcontractors. This indemnity includes any claim or amount arising out of, or recovered under, the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Investment Manager from and against any and all claims. It is agreed that Investment Manager will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, Investment manager agrees to waive all rights of subrogation against the Client of Glendale, its officers, officials, agents, employees, and volunteers for losses arising from the work performed by Investment Manager for the Client of Glendale.

17. **Insurance.** For the duration of the term of this Agreement, Investment Manager shall procure and maintain insurance against claims for professional liability and injuries to persons or damages to property which may arise from or in connection with the performance of all tasks or work performed pursuant to this Agreement. Such insurance shall cover Investment Manager, its agent(s), representative(s), employee(s) and any subcontractors.

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

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

(c) Professional Liability (Errors and Omissions) Insurance for liability arising out of, or in connection with, the performance of all required services under an agreement with the Client of Glendale, equal to the policy limits, but not less than $10,000,000 per claim and $10,000 aggregate, unless otherwise indicated by the Client.

(d) Worker's Compensation: Insurance as required by the State of Arizona, with Statutory Limits, and Employers' Liability insurance with a limit of no less than $1,000,000 per accident for bodily injury or disease.

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

(a) Additional Insured Status: **The Client, its officers, officials, employees and volunteers are to be covered as additional insureds** of the CGL and automobile policies with respect to liability arising out of work or operations performed by or on behalf of Investment Manager including materials, parts, or equipment furnished in connection with such work or operations.

(b) Primary Coverage: For any claims related to this Project, the Investment Manager's **insurance coverage shall be primary insurance** with respect to the Client, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Client, its officers, officials, employees or volunteers shall be in excess of the Investment Manager's insurance and shall not contribute with it.

(c) Notice of Cancellation: Each insurance policy shall provide that coverage shall not be canceled, except with notice to the Client.

(d) Waiver of Subrogation: **Investment Manager hereby agrees to waive any right to subrogation which any insurer of Investment Manager may acquire** against the Client by virtue of the payment of any loss under such insurance. Investment Manager agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the Client has received a waiver of subrogation endorsement from the insurer. The Workers' Compensation Policy shall be endorsed with a waiver of subrogation in favor of the Client for all work performed by the Investment Manager, its employees, agent(s) and subcontractor(s).

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

(f) Verification of Coverage: Investment Manager shall furnish the Client with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements must be received by the Client (Contract Administrator) and approved before work commences. However, failure to obtain, submit or secure the Client's approval of the required insurance policies, certificates or endorsements prior to the Client's agreement that work may commence shall not waive the Investment Manager's obligations to obtain and verify insurance coverage as otherwise required. The Client reserves the right to require complete, certified copies of all required insurance policies, including any endorsements or amendments, required by this Agreement at any time during the Term of this Agreement.

Investment Manager's failure to obtain, submit or secure the Client's approval of the required insurance policies, certificates or endorsements shall not be considered a Force Majeure or defense for any failure by the Investment manager to comply with the terms and conditions of this Agreement, including any schedule for performance or completion of the services under this Agreement.

(g) Subcontractors. Investment Manager shall require and shall verify that all subcontractors maintain insurance meeting all requirements of this Agreement.

(h) Special Risk or Circumstances. The Client reserves the right to modify these insurance requirements, including any limits of coverage, based on the nature of the risk, prior

experienced, insurer, coverage or other circumstances unique to the Investment Manager, the services provided by Investment Manager or the insurer.

19. **General Provisions.**

(a) *Notice.* Unless otherwise specified herein, all notices, instructions, and any advice in connection with transactions or other matters contemplated by this Agreement shall be deemed to be duly given when received by hand, by email (if confirmed by reply email or by telephone), or by facsimile as follows:

If to the Investment Manager:

Public Trust Advisors, LLC
999 18th Street, Suite 1230
Denver, CO 80202

If to the Client:

Director of Finance and Technology
City of Glendale
5850 West Glendale Avenue, Suite 302
Glendale, Arizona 85301

With copy to:

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

Either party hereto may, from time to time by notice in writing served upon the other as set forth above designate a different mailing address or a different or additional person to which all such notices or demands thereafter are to be addressed.

(b) *Governing Law; Jurisdiction.* This Agreement will be governed by and interpreted in accordance with the laws of the state of Arizona, without regard to the conflicts of laws principles thereof. The Investment Manager and the Client agree that any dispute, controversy or action, whether equitable or legal, shall be brought in either a state or federal court located in Phoenix, Arizona and the parties to this Agreement unconditionally and irrevocably waive any and all jurisdictional venue and convenience objections and defenses that they may have in any such action in either jurisdiction.

(c) *Severability.* Each section of this Agreement and any and every provision therein shall be severable from every other section of the Agreement and any and every provision thereof, and the invalidity or unenforceability of any section or provision by any court shall not affect the validity of any other section or provision of this Agreement and such remaining provisions shall remain and continue to be in full force and effect.

(d) *Entire Agreement.* This Agreement and all attached exhibits and documents, as well as Client's Request for Proposal (RFP 15-53), along with any addendums and the Investment Adviser's

response thereto, which are incorporated herein, embodies the entire Agreement of the parties hereto with respect to the subject matter hereof. All prior agreements, understandings, and negotiations (including, without limitation, any memoranda of understanding or letters of intent) are merged herein and superseded hereby. In the event of any conflict between the provisions of this Agreement and any exhibit or attachment hereto or any document incorporated herein, the provisions of this Agreement shall control.

(e) *Amendment*. This Agreement, including the exhibits hereto, may not be amended unless such Amendment is in writing and signed by the parties sought to be bound. Except as provided herein, no alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.

(f) *Force Majeure*. Notwithstanding anything in this Agreement to the contrary, neither party shall be responsible or liable for its failure to perform under this Agreement or for any losses to the Account resulting from any event beyond the reasonable control of such party or its agents, including but not limited to nationalization, expropriation, devaluation, seizure, or similar action by any governmental authority, de facto or de jure; or enactment, promulgation, imposition, or enforcement by any such governmental authority of currency restrictions, exchange controls, levies, or other charges materially impairing the Account's property; or any order or regulation of any banking or securities industry, including changes in market rules and market conditions materially impairing the execution or settlement of transactions; or acts of war, terrorism, insurrection, or revolution; or acts of God.

(g) *Waivers*. No delay on the part of any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any waiver on the part of any party of any right, power, or privilege hereunder, nor any single or partial exercise of any right, power, or privilege hereunder, preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder.

(h) *Titles or Headings*. Titles or headings are not part of this Agreement, are for convenience of reference only, and shall have no effect on the construction or legal effect of this Agreement.

(i) *Independent Contractor*. The Investment Manager represents and warrants that it is and shall be an independent contractor and shall, at its sole cost and expense, and without any additional compensation (except as provided herein), comply with all applicable laws, rules and regulations, including the payments of all income taxes, social security contributions and other applicable local, state and federal taxes and insurance for Investment Manager, including the Primary Account Manager and its other employees.

(j) *Counterparts*. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

(k) *Additional Documents*. The Investment Manager and the Client agree to execute such additional documents, and to perform such further acts, as may be reasonable and necessary to carry out the provisions of this Agreement.

(l) *Cumulative Remedies*. The rights and remedies provided herein are cumulative and are not exclusive of any rights or remedies which any party may otherwise have at law or in equity.

(m) *Assignment.* This Agreement may not be assigned by Client without the prior written consent of the Investment Manager, and this Agreement may not be assigned by the Investment Manager without the prior written consent of the Client, provided (i) the Investment Manager may assign this Agreement to an entity controlled by the Investment Manager or its general partner without the consent of the Client; and (ii) the Client may assign its interests, indirectly or directly, to any entity controlled by Client without the consent of the Investment Manager. Notwithstanding the foregoing, an assignment shall not be made without giving a least 30 days prior written notice to the other party regardless of whether consent to the assignment is required.

(n) *No Waiver.* Nothing in this Agreement shall in any way constitute a waiver or limitation of any rights that Client may have under federal or state securities laws.

20. **Required Arizona Provisions.**

(a) Immigration Compliance

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

(ii) Any breach of warranty under subsection (A) above is considered a material breach of this Agreement and is subject to penalties up to and including termination of this Agreement.

(iii) Client retains the legal right to inspect the papers of Investment Manager or subcontractor employee who performs work under this Agreement to ensure that Investment Manager or any subcontractor is compliant with the warranty under subsection (A) above.

(iv) Client may conduct random inspections, and upon request of the Client, Investment Manager shall provide copies of papers and records demonstrating continued compliance with the warranty under subsection (A) above. Investment Manager agrees to keep papers and records available for inspection by the Client during normal business hours and will cooperate with Client in exercise of its statutory duties and not deny access to its business premises or applicable papers or records for the purposes of enforcement of this Section I.

(v) Investment Manager agrees to incorporate into any subcontracts under this Agreement the same obligations imposed upon itself and expressly accrue those obligations directly to the benefit of the Client. Investment Manager also agrees to require any subcontractor to incorporate into each of its own subcontracts under this Agreement the same obligations above and expressly accrue those obligations to the benefit of the Client.

(vi) Investment Manager's warranty and obligations under this Section I to the Client are continuing throughout the term of this Agreement or until such time as the Client determines, in its sole discretion, that Arizona law has been modified in that compliance with this section is no longer a requirement.

(vii) The "E-Verify Program" above means the employment verification program administered by the United States Department of Homeland Security, the Social Security Administration, or any successor program.

21. **Cancellation.**

This Agreement is subject to cancellation for conflicts of interest under the provisions of A.R.S. § 38-511.

22. **Non-Discrimination.**

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

(Signatures on the following page)

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

City of Glendale,
an Arizona Municipal Corporation

_____

By: Richard A. Bowers
Its: Acting City Manager

ATTEST:

_____

Pamela Hanna, City Clerk (SEAL)

APPROVED AS TO FORM:

_____

Michael D. Bailey, City Attorney

Public Trust Advisors, LLC,
a Colorado limited liability company

_____

By: Chris DeBow

Its Managing Director

ADDENDUM A

Non-Discretionary Investment Management Services

THIS ADDENDUM A to the Investment Advisory Agreement ("Agreement"), dated _____/_____/_____, by and between Public Trust Advisors, LLC, (Public Trust) a Colorado limited liability company (the "Investment Manager") and the City of Glendale (the "Client") shall modify the Agreement as set forth below. All capitalizations herein shall have the same meanings as in the Agreement.

This Agreement is effective as of the date set forth above and remains in effect until terminated pursuant to Section 7 of the Agreement.

Investment Manager Services as outlined in Section 2(a) of the Agreement are amended as follows:

Subject to the Investment Policy Statement (as defined below), the Investment Manager, commencing on the Effective Date, shall, on a non-discretionary basis, direct and make recommendations regarding the assets in the Account but will only do so upon the Client's specific request and with the Client's prior consent. For the avoidance of doubt, the Investment Manager will have no supervisory or discretionary responsibilities with regard to the Account. However, upon the Client's request and with the Client's prior consent in writing, the Client may instruct the Investment Manager to supervise and manage the investments of the Account on a discretionary basis, subject to the Client's Investment Policy Statement, and to invest, reinvest or otherwise manage the assets in the Account including, without limiting the generality of the foregoing, the authority to direct the Designated Custodians to deliver funds or securities for the purpose of effecting transactions.

COMPLETE AGREEMENT

THIS ADDENDUM A comprises a part of the original Investment Advisory Agreement and should be attached for the Client and Investment Manager's records.

Public Trust Advisors, LLC, a Colorado limited liability company

By: _____ Date: _____
Signature

Name: Chris DeDon Title: Managing Director

Client: City of Glendale, an Arizona Municipal Corporation

By: _____ Date: _____
Signature

Name: _____ Title: _____

ADDENDUM B

City of Glendale Investment Policy (Revised January 15,2014)
(Attached)

INVESTMENT POLICY FOR THE CITY OF GLENDALE
(REVISED JANUARY 15, 2014)

The City of Glendale, Arizona was incorporated June 18, 1910, under the provisions of Article 13, Sections 1 through 6 of the Constitution of Arizona and Title 9 of the Arizona Revised Statutes. The City is a home rule municipality operating under its City Charter and City Code. It is governed by a Mayor elected at large, and six district council members. The City operates under a Council-Manager government.

The purpose of this Investment Policy is to establish the investment objectives, delegation of authority, standards of prudence, eligible investments and transactions, internal controls, reporting requirements, and safekeeping and custodial procedures necessary for the prudent management of the investment funds of the City of Glendale.

This Policy was adopted by Ordinance of the City Council of Glendale, Arizona on March 12, 1996 and most recently amended on February 22, 2005. This Policy replaces all previous Investment Policies or Resolutions pertaining to the cash management or investment of City funds.

SCOPE

The provisions of this Investment Policy shall apply to cash and securities of the City of Glendale (hereinafter referred to as "the City"), the Municipal Property Corporation Fund assets, and assets of restricted trust and escrow funds. Included under the provisions of this Policy are financial assets of General Operating Funds, Special Revenue Funds, Capital Projects Funds, Enterprise Funds, Internal Service Funds, Permanent Funds, and any other funds not specifically excluded. Section 9-453(B) of the Arizona Revised Statutes (A.R.S.) sets general investment policy for a "Cemetery maintenance fund." Therefore, the City's Cemetery Perpetual Care Permanent Fund is specifically excluded from this Investment Policy. Also excluded are Anti-racketeering Revolving (RICO) Funds established by Sections 13-2314.01 or 13-2314.03 of A.R.S. When bond proceeds are invested, the permitted investments provision of the bond indenture shall take precedence over this Investment Policy upon approval by the Chief Financial Officer (Finance Director.)

In order to make effective use of the City's cash resources, all cash except for excluded funds, restricted and special accounts shall be pooled into one investment account and accounted for separately. The investment income derived from this account shall be allocated to the various funds in accordance with internal allocation policies.

INVESTMENT OBJECTIVES

The City conducts all investment activity in conformance with cited City, State and Federal requirements in effect at the time of such investment activity. The City's principal investment objectives are:

- Stewardship in the protection and preservation of investment principal.
- Maintenance of sufficient liquidity to meet anticipated disbursements.
- Efficient management of funds available for investment.
- Attainment of an acceptable market rate of return for investment earnings.
- Diversification to avoid incurring unreasonable market risks.

DELEGATION OF AUTHORITY AND INTERNAL CONTROLS

The City Council has the ultimate authority for the investment of City monies, as outlined in Article VI, Section 15 of the City Charter. Responsibility for the investment of all temporarily idle funds has been delegated to the Finance Director (Chief Financial Officer) in Chapter 2, Section 2-186 in the City Code. The Finance Director may delegate the authority to invest temporarily idle funds to additional City finance personnel. All other investment responsibilities not delegated by the City Council to the Finance Director are the responsibility of the Treasurer, as outlined in Article IV, Section 3 of the City Charter. A list of the names of persons authorized to conduct investment transactions on behalf of the City is included as Annex 1 to this Investment Policy.

PRUDENCE AND INDEMNIFICATION

The standard of prudence to be used for managing the City's assets is the "prudent person" rule which states, "Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment considering the probable safety of their capital as well as the probable income to be derived."

The overall investment program shall be designed and managed with a degree of professionalism that is worthy of the public trust. The City recognizes that no investment is totally without risk and that the investment activities of the City are a matter of public record. Accordingly, the City recognizes that occasional measured losses are inevitable in a diversified portfolio and shall be considered within the context of the overall portfolio's return, provided that adequate diversification has been implemented and that the sale of a security before maturity can be in the best long-term interest of the City.

Personnel acting in accordance with this Investment Policy and written procedures and exercising due diligence shall be relieved of personal responsibility for an individual security's credit, market, and liquidity risks.

ETHICS AND CONFLICTS OF INTEREST

Employees involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program, or create the appearance of an impairment of their ability to make impartial investment decisions. Employees and investment officials shall disclose to the City Manager any material financial interest they have in financial institutions that conduct business with the City and they shall subordinate their personal investment transactions to those of the City. Employees shall comply with the City Manager's Directives relating to conflicts of interest.

AUTHORIZED INVESTMENTS AND TRANSACTIONS

Arizona Revised Statutes (A.R.S.) Title 35 Chapter 2, Handling of Public Funds, governs the investing of funds for public entities in the State of Arizona. A.R.S. 35-321, definition #11 provides charter cities the option of operating under Article 2.1, Money Management, of Title 35 Chapter 2. The City of Glendale is a charter city and chooses to operate under Article 2.1.

All investments for the City of Glendale shall be made in accordance with A.R.S. Title 35 as follows: A.R.S. 35-323, et seq., Investing of public monies; bidding, security and other requirements; A.R.S. 35-324, et seq., Investment of trust funds, loan of securities, sale of permanent endowment securities; A.R.S. 35-325, et seq., Servicing bank of public monies; A.R.S. 35-326, et seq., Local government investment pool; and A.R.S. 35-327 Treasurer, duties, safekeeping of securities, warrants of financial officers, earnings, exemptions. Any revisions or extensions of these sections of A.R.S. will be assumed to be part of this Investment Policy immediately upon being enacted. Only the following types of securities and transactions shall be eligible for use by the City:

1. U. S. Treasury Obligations: Treasury Bills, Treasury Notes, and Treasury Bonds with a final maturity not exceeding three years from the date of trade settlement and U.S. Treasury Strips (book-entry U.S. Treasury Securities whose coupon has been removed) with maturities not exceeding three years from the date of trade settlement.

2. Federal Instrumentality Securities: Debentures, discount notes, step-up and callable securities with a final maturity not exceeding three years from the date of trade settlement issued by the following only: Federal National Mortgage Association (FNMA), Federal Farm Credit Bank (FFCB), Federal Home Loan Bank (FHLB), and Federal Home Loan Mortgage Corporation (FHLMC).

3. Prime Commercial Paper issued on U.S. companies and denominated in U.S. currency with a maturity not exceeding 270 days from the date of trade settlement which is rated at least A-1 by Standard and Poor's, P-1 by Moody's, or F1 by Fitch at the time of purchase by each service which rates

the commercial paper. If the commercial paper issuer has senior debt outstanding, the senior debt must be rated by each service that publishes a rating on the issuer of at least A+ by Standard and Poor's, A1 by Moody's, or A+ by Fitch. (Senior debt is defined as the most senior secured or unsecured debt of the issuer with an original maturity exceeding one year.) The aggregate amount of securities purchased from any one Commercial Paper or Corporate bond issuer shall not exceed 10% of the City's combined portfolios at the time of purchase.

4. Repurchase Agreements with a termination date of 180 days or less collateralized by U. S. Treasury Securities listed in 1 above with maturities of the collateral not exceeding ten years. For the purpose of this section, the term "collateral" shall mean "purchased securities" under the terms of the PSA Master Repurchase Agreement as modified. A copy of the City's approved Master Repurchase Agreement with Annex is included as Annex II to this Policy.

- The collateral shall have an original minimum market value (including accrued interest) of 102 percent of the dollar value of the transaction. If collateralized value drops below 101 percent it will immediately be restored to 102 percent.

- Collateral shall be held by the City's custodian bank as safekeeping agent, and the market value of the collateral securities shall be marked-to-the-market daily.

- Repurchase Agreements shall be entered into only with primary dealers reporting to the Federal Reserve Bank of New York or City approved depository banks, who have executed an approved Master Repurchase Agreement with the City. The Finance Director shall maintain a list of the broker/dealers who have executed a Master Repurchase Agreement with the City.

- Approved counterparties to repurchase agreements shall have at least a short-term debt rating of A-1 or the equivalent and a long-term debt rating of A or the equivalent.

5. Pooled Investment Funds established by the State Treasurer pursuant to A.R.S. 35-326.

6. Time Certificates of Deposit with a maturity not exceeding one year which have been bid and awarded in accordance with A.R.S. 35-323 in City approved depository banks. Certificates of Deposit in excess of FDIC insured amounts shall be collateralized in accordance with A.R.S. 35-323, except that Section G shall be amended to include only U.S. Treasury securities as permitted collateral, and that collateral shall be delivered to a third party custodian selected by the City.

7. Interest Bearing Savings Accounts in City approved depository banks. Deposits in excess of FDIC insured amounts shall be collateralized in accordance with A.R.S. 35-323, except that Section G shall be amended to include only U.S. Treasury securities as permitted collateral, and that collateral shall be delivered to a third party custodian selected by the City.

8. Bonds or Other Evidences of Indebtedness of the State of Arizona, or any of its Counties, Incorporated Cities or Towns or School Districts with a final maturity not to exceed one year from the date of trade settlement which meet the standards outlined below:

- Bond Anticipation Notes (BANs), Revenue Anticipation Notes (RANs), Tax Anticipation Notes (TANs), Tax and Revenue Anticipation Notes (TRANs), or Variable Rate Demand Bonds (VRDBs) which, at the time of purchase, are rated MIG1 or VMIG1 by Moody's and/or P-1 by Standard and Poor's.

- Municipal bonds or notes which are general obligation bonds which are rated Aa2 or better by Moody's or AA or better by Standard and Poor's; or revenue bonds which are rated Aa2 or better by Moody's or AA or better by Standard and Poor's; general obligation or revenue bonds that are insured by MBIA, AMBAC Indemnity Corporation, or FGIC (as long as MBIA, AMBAC and FGIC maintain their AAA rating), or are escrowed to maturity in U.S. Treasury collateral.

9. Corporate bonds, debentures and notes with a final maturity not exceeding three years from the date of trade settlement that are issued by corporations organized and doing business in the United States and that are rated A or better by Standard and Poor's, A2 by Moody's, or A by Fitch by each service that rates the issue. The aggregate amount of securities purchased from any one Commercial Paper or Corporate bond issuer shall not exceed 10% of the City's combined portfolios at the time of purchase.

INVESTMENT DIVERSIFICATION

It is the intent of the City to diversify the investments within its portfolio to avoid incurring unreasonable risks inherent in over-investing in specific instruments, individual financial institutions, or maturities. The asset allocation in the portfolio should, however, be flexible depending upon the outlook for the economy, the securities market, and the City's anticipated cash flow needs. The Finance Director may establish diversification guidelines as market conditions warrant.

INVESTMENT MATURITY AND LIQUIDITY REQUIREMENTS

To the extent possible, investments shall be matched to anticipated cash flow requirements. The Finance Director shall maintain sufficient liquidity in the portfolio to meet anticipated disbursements. Investments shall be limited to

maturities not exceeding three years from the date of trade settlement. In the case of callable securities, the final maturity date of the security shall not exceed three years from the date of trade settlement.

COMPETITIVE TRANSACTIONS

Each investment transaction shall be competitively transacted with broker/dealers who have been authorized by the City. Whenever possible, at least two broker/dealers or issuers shall be contacted for each transaction and their bid and offering shall be recorded. Federal Instrumentality discount notes bought through dealers at the "window" need not be competitively transacted.

If the City is offered a security for which there is no other readily competitive offering, authorized City finance personnel shall maintain a record of quotations for comparable, alternative securities with similar maturity dates.

SELECTION OF DEPOSITORY AND CUSTODIAL BANKS

The Finance Department shall maintain a list of commercial banks, which are approved to provide depository, custodial and other banking services for the City. To be considered eligible, a bank must be a member of the FDIC, must qualify as a depository of public funds in the State of Arizona, as defined in A.R.S. 35-321. Banks that in the judgment of the Finance Director no longer offer adequate safety to the City, shall be removed from the list.

CONSIDERATIONS FOR THE SELECTION OF BROKER/DEALERS AND FINANCIAL INSTITUTIONS ACTING AS BROKER DEALERS

The Finance Department shall maintain a list of broker/dealers and financial institutions which are approved for investment purposes, and securities shall be purchased only from those authorized firms. To be eligible for authorization, a firm must be recognized as a Primary Dealer by the Federal Reserve Bank of New York. Non-primary broker/dealers may be utilized for the purchase and sale of securities listed in the Authorized Investments and Transactions section of this policy once due diligence has been completed and the Finance Director has given approval. In addition, overnight Repurchase Agreements may be transacted with the City's depository bank.

Broker/dealers and other financial institutions will be selected by the Finance Director based on their expertise of public cash management and their ability to provide services for the City's account. Approved broker/dealer representatives and the firm they represent shall be licensed to do business in the State of Arizona and as such are subject to the provisions of the Arizona Revised Statutes.

In addition, each broker/dealer must complete and annually update a City approved Broker/Dealer Information Request form which includes the firm's most recent financial statements. Authorized broker/dealers shall also attest in writing that they have received a copy of this Policy. A list of authorized broker/dealers

is included in Annex III to this Policy. The Finance Director shall maintain a file of each approved broker/dealer's most recent Broker/Dealer Information Request form.

The City may purchase commercial paper from direct issuers as long as they meet the criteria outlined in item 3 of the Authorized Investments and Transactions section of this Investment Policy.

SAFEKEEPING AND CUSTODY

The City shall approve one or more financial institutions to provide safekeeping and custodial services for the City. To be eligible for designation as the City's safekeeping and custodian bank, a financial institution shall meet the criteria described in the Selection of Depository and Custodial Banks Section of this Policy. The City shall execute a written Safekeeping Agreement with each custodian bank, prior to utilizing that bank's safekeeping services.

Custodian banks will be selected on the basis of their ability to provide services for the City's account and the competitive pricing of their safekeeping related services.

It is the intent of the City that all purchased securities be perfected in the name of the City. Sufficient evidence to title shall be consistent with modern investment, banking and commercial practices.

All investment securities purchased by the City will be delivered by either book entry or physical delivery and will be held in third-party safekeeping by a City approved custodian bank, its correspondent bank or its Depository Trust Company (DTC) participant account.

All fed wirable book entry securities owned by the City shall be evidenced by a safekeeping receipt, issued to the City by the custodian bank stating that the securities are held in the Federal Reserve system in a customer account for the custodian bank which names the City as "customer."

All securities which are eligible for delivery through the Depository Trust Company shall be held in the custodian bank's DTC participant account and the custodian bank shall issue a safekeeping receipt to the City evidencing that the securities are held by the DTC for the City as customer.

All non-book entry (physical delivery) securities shall be held by the custodian bank or the bank's correspondent bank and the custodian bank shall issue a safekeeping receipt to the City evidencing that the securities are held by the correspondent bank for the City.

Reporting Requirements

A periodic report shall be prepared and submitted by the Deputy Finance Director to the Chief Financial Officer, which will list the cost and current fair value of investments held by the City, in accordance with Governmental Accounting Standards Board Statement No. 31. The report shall include a summary of investment earnings and performance results during the period. A record shall be maintained by the City of all bids and offerings for security transactions in order to ensure that the City receives competitive pricing.

The City has established reporting and accounting standards for callable Instrumentality securities. Callable securities may be retired at the issuer's option prior to the stated final maturity. All securities holding reports shall disclose the final maturity as well as the next call date of each callable security held. For callable securities which are purchased "priced to the next call date" and have an overwhelming probability of being called on the next call date, the weighted average maturity as well as yield shall be calculated using the next call date.

Performance Review

The Deputy Finance Director over Accounting shall present to the Chief Financial Officer, at least quarterly, a review of the portfolio and a comparison between the portfolio's total return and the established investment objectives.

The Finance Department shall periodically establish a set of benchmark yields for the City's investments based on "comparative rates of return". When comparing the performance of the City's portfolio, all fees involved with the investment management of the portfolio should be included in the computation of the portfolio's rate of return.

Policy Revisions

This Investment Policy will be reviewed annually by the Finance Director and may be amended by the City Council as conditions warrant. The data contained in the Annexes to this document may be updated by the Finance Director as necessary, provided the changes in no way affect the substance or intent of this Policy.

This Investment Policy was adopted by Council Ordinance on March 12, 1996 and most recently amended by Resolution on February 22, 2005.

ANNEX I

AUTHORIZED PERSONNEL

The following City personnel are authorized to conduct investment transactions on behalf of the City of Glendale:

Julianne Loyd
Steve Szymanski
Lisette Camacho
Vicki Rios
Tom Duensing

Revised January 15, 2014

ANNEX II

PSA MASTER REPURCHASE AGREEMENT AND ANNEX

The City of Glendale has adopted the following Annex to become a part of the PSA/The Bond Market Trade Association 1996 version of the Master Repurchase Agreement to be used for all Repurchase Agreement transactions entered into by the City:

Supplemental Terms and Conditions

Addition to Section 3. Initiation; Confirmation; Termination
(d) The parties agree that for any transaction hereunder which is "terminable on demand", the Repurchase Date shall be the earlier of the demand or the 364th day following the Purchase Date and that any transaction not otherwise terminated shall terminate on the 364th day following the Purchase Date, or in the event the 364th day is not a Business Day (as hereinafter defined), on the last Business Day preceding the 364th day.

Addition to Section 4. Margin Maintenance
(g) Seller and Buyer hereby agree that the established percentage referred to as the Seller's Margin Amount shall be equal to at least 102% of the Purchase Price. Purchased Securities must be transferred to Buyer if such Purchased Securities are U.S. Treasury Bills, Notes, or Bonds.

(h) Unless otherwise specifically agreed to by the Buyer, Seller will be required to transfer Purchased Securities which are U.S. Treasury Bills, Notes, or Bonds and all such Purchased Securities shall have maturity dates of ten (10) years or less from the Purchase Date. Furthermore, all Purchased Securities must be wireable, utilizing the book entry system of the Federal Reserve Bank, unless otherwise specifically agreed to by the Buyer.

Addition to Section 6. Security Interest
All Transactions entered into by the Buyer with approved counterparties are deemed to be purchases and sales of securities and are not loans.

Addition to Section 8. Segregation of Purchased Securities
All Purchased Securities must be transferred to Buyer by Seller on a delivery versus payment (DVP) basis, and in no case may Purchased Securities remain in the custody of the Seller or its agent.

Strike boxed paragraph titled "Required Disclosure for Transactions in Which the Seller Retains Custody of the Purchased Securities".

Addition to Section 9. Substitution

(c) In the case of any Transaction for which the Repurchase Date is other than the business day immediately following the Purchase Date and with respect to which Seller does not have any existing right to substitute substantially the same Securities for the Purchased Securities, Seller shall have the right, subject to the proviso to this sentence, upon notice to Buyer, which notice shall be given at or prior to 10 a.m. (New York time) on such business day, to substitute substantially the same Securities for any Purchased Securities; provided, however, that Buyer may elect, by the close of business on the business day notice is received, or by the close of the next business day if notice is given after 10 am (New York time) on such day, not to accept such substitution. In the event such substitution is accepted by Buyer, such substitution shall be made by Seller's transfer to Buyer of such other Securities and Buyer's transfer to Seller of such Purchased Securities, and after substitution, the substituted Securities shall be deemed to be Purchased Securities. In the event Buyer elects not to accept such substitution, Buyer shall offer Seller the right to terminate the Transaction.

(d) In the event Seller exercises its right to substitute or terminate under sub-paragraph (c), Seller shall be obligated to pay to Buyer, by the close of the business day of such substitution or termination, as the case may be, an amount equal to (A) Buyer's actual cost (including all fees, expenses and commissions) of (i) entering into replacement transactions; (ii) entering into or terminating hedge transactions; and/or (iii) terminating transactions or substituting securities in like transactions with third parties in connection with or as a result of such substitution or termination, and (B) to the extent Buyer determines not to enter replacement transactions, the loss incurred by Buyer directly arising or resulting from such substitution or termination. The foregoing amounts shall be solely determined and calculated by Buyer in good faith.

(e) Securities substituted by the Seller to the Buyer will be of the same type as the Purchased Securities for which they are substituted, i.e.: U.S. Treasury Securities will be substituted for U.S. Treasury Securities.

Definitions.

For purposes of the Agreement and this Annex II, the following terms shall have the following meanings:

(a) "Margin Notice Deadline", means 10:00 a.m. New York time.

(b) "Close of Business in the relevant market" shall mean that time of each business day after which the security Fedwire no longer settles transactions.

(c) "Business Day" or "business day", with respect to any Transaction hereunder means: a day on which regular trading may occur in the principal market for the Purchased Securities subject to such Transaction.

Additional Representations.

In addition to the representations and warranties set forth in Paragraph 10 of the Agreement, (a) Seller represents and warrants to Buyer that, with respect to each Transaction, it will have the right to transfer the Purchased Securities (including any substituted or Additional Purchased Securities) to Buyer in accordance with the terms of the Agreement and that, upon such transfer, such Securities will be free and clear of any prior lien, claim, security interest or other encumbrance on the Purchase Date, and (b) Buyer represents and warrants to Seller that, with respect to each Transaction, it will have the right to transfer the Purchased Securities (after adjustment for any substituted or Additional Purchased Securities) to Seller in accordance with the terms of the Agreement and that, upon such transfer, such Securities will be free and clear of any prior lien, claim, security interest or other encumbrance on the Repurchase Date.

Name of broker/dealer		City of Glendale, Arizona	
By:	_____	By:	_____
Title:	_____	Title:	_____
Date:	_____	Date:	_____

ANNEX III

APPROVED BROKER/DEALERS

The following broker/dealers and financial institutions are approved for investment purposes for the City of Glendale:

Citigroup Global Markets
J.P. Morgan Securities Inc.
Jefferies LLC.
Merrill Lynch, Pierce, Fenner & Smith Incorporated
Mizuho Securities USA Inc.
Morgan Keegan & Company
Morgan Stanley Smith Barney
RBC Capital Markets
UBS Financial Services Inc.
Wells Fargo Securities
Wunderlich Securities

Revised January 15, 2014

Client#: 24311 PUBTR

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/09/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Rust Insurance Agency, LLC 1510 H Street NW, 5th floor Washington, DC 20005 202 776-5000	CONTACT NAME: Meghan Fitzsimmons PHONE (A/C, No, Ext): 202 776-5015 FAX (A/C, No): 202 776-1288 E-MAIL ADDRESS: mfitzsimmons@rustinsurance.com
INSURED Public Trust Advisors, LLC 999 18th Street, Suite 1230 Denver, CO 80202	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : CNA Insurance Company INSURER B : Continental Casualty INSURER C : Transportation Insurance Co. INSURER D : St. Paul Mercury Insurance Co. INSURER E : Twin City Fire Insurance Co. INSURER F : Federal Insurance Co

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			B4031227927	11/21/2014	11/21/2015	EACH OCCURRENCE	$1,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$300,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$1,000,000
							GENERAL AGGREGATE	$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$2,000,000
	POLICY PRO-JECT LOC							$
A	AUTOMOBILE LIABILITY			B4031227927	11/21/2014	11/21/2015	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS / X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB X OCCUR			B4031228043	11/21/2014	11/21/2015	EACH OCCURRENCE	$3,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$3,000,000
	DED X RETENTION $10,000							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			4031185470	11/21/2014	11/21/2015	X WC STATU-TORY LIMITS / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N: N (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000
D	Professional			31M21934	01/01/2015	01/01/2016	$5,000,000	
E	Excess Prof.			42DC028812915	01/01/2015	01/01/2016	$5,000,000	
F	Excess Prof.			82248573	01/01/2015	01/01/2016	$5,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

City of Glendale is listed as an additional insured

CERTIFICATE HOLDER

City of Glendale
Risk Management
5850 W. Glendale Ave., Suite B56
Glendale, AZ 85301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

#S54071/M53757 MAF

PUBLIC TRUST ADVISORS

March 10, 2015

Ms. Connie Schneider, C.P.M.
City of Glendale
Materials Management
5850 West Glendale Avenue, Suite 317
Glendale, AZ 85301

Dear Ms. Schneider,

Public Trust Advisors, LLC (Public Trust) appreciates the opportunity to respond to the Request for Proposal to provide Investment Advisory Services for the City of Glendale (City). Please find attached our proposal in response to RFP-No. 15-53.

Public Trust was founded by a team of seasoned investment professionals with the single goal of providing relationship-focused asset management services to our clients. Our team has significant experience providing all aspects of treasury and investment management services for the institutional and public funds marketplace. These senior level individuals have spent most, if not all of their careers with some of the nation's largest fixed income asset management firms dedicated to serving our public sector clients.

Our mission is to provide a safety-first fixed income only investment program to our clients utilizing an optimal combination of experienced investment professionals and advanced technology for portfolio management and reporting capabilities that results in an effective and efficient asset management program for each client. Public Trust's entire team consists of individuals with significant experience in investment management. Our senior portfolio manager has more than 30 years' experience serving a wide array of clients throughout the U.S. and our investment advisory team consists of seasoned professionals with more than two decades of experience that have successfully developed and implemented tailored investment and treasury management programs for institutional investors.

Our Commitment to The City of Glendale

Public Trust was founded on the principles of developing and maintaining strong client relationships as a result of client needs-focused communication and a holistic approach to the treasury and investment management function. We believe a successful investment program is based on a deep knowledge of the specific characteristics of the investment objectives of each client. The entire Public Trust team, led by the City's primary relationship managers, Sheila Duffy, Director and Chris DeBow, Managing Director, will be committed to the long term success of the City's investment program and to providing what we believe to be the highest level of client service to the Finance Director and staff.

Arizona Public Funds Experience

The Public Trust professionals dedicated to the City have extensive experience providing investment and treasury management services to municipalities and state and local governmental entities in Arizona and throughout the U.S. Sheila Duffy, Director and Chris DeBow, Managing Director, the City's primary relationship managers, have been providing treasury management, investment and financial advisory services to numerous local governments, utility authorities, state agencies, special districts, hospital districts, school districts, transportation authorities, and other public entities in Arizona and nationally throughout their respective careers.

During their respective careers, Ms. Duffy and Mr. DeBow have provided significant resources in the development, implementation and ongoing investment and advisory services including investment policy development, cash flow analysis, and implementation of investment strategies for operating funds, reserve funds, and bond proceeds.

PUBLIC TRUST ADVISORS

LARGE FIRM EXPERIENCE – SMALL FIRM CLIENT SERVICE APPROACH

Our firm's approach, and the reason for its founding, is to provide our clients with the depth of knowledge our professionals gained from the client development and portfolio management services provided for separately managed accounts solely for state and local governments throughout the U.S. combined with the technology available today which enables us to provide a well-organized, personal approach to investment management. We believe the key to a successful investment management program results from a comprehensive approach to each client's overall investment strategy and guidelines. Also, while other firms continue to diversify investment programs away from the public sector in this low interest rate environment, Public Trust is fully committed to this sector and we dedicate 100% of our resources to the management and investment advisory services for public funds.

AN INDEPENDENT REGISTERED INVESTMENT ADVISOR

Public Trust is an independent investment manager registered with the Securities and Exchange Commission under the Investment Adviser's Act of 1940. Public Trust does not receive any economic benefit, directly or indirectly from any third party for advice rendered to Public Trust clients.

Public Trust attempts to bid every trade in accordance with state statutes and the client's investment policy. Unlike many other firms that may serve in other financial service related functions (e.g., financial advisor, underwriter, banking institutions, bond insurers); Public Trust Advisors has no conflict of interest in the management of our clients' accounts. Our investment professionals have no financial interest in any other services provided to our clients. Public Trust only manages fixed income assets for our public entity clients. Our portfolio managers expertise is in managing portfolios consisting of U.S. Treasuries, Federal Agencies and investment grade corporate issues, where permitted, within the short term area of the yield curve with average portfolio maturities from overnight strategies with local government investment pools to the 1-10 year area of the yield curve.

TAILORED INVESTMENT PROGRAM

Public Trust is well equipped to tailor an investment program to the cash management needs of the operating funds, working in conjunction with the City. There is considerable transparency and robust transaction management and reporting systems so that the City has a daily reconciliation of its account. Public Trust assigns a client service representative to the relationship that seeks to ensure quality service, rapid response to inquiries and excellent overall communication between the City's finance staff and the portfolio managers. Of course, the City would also have a "direct line" to the portfolio managers to discuss investment strategy and implementation of agreed upon strategy. We believe that while yields remain at or near historic lows, a properly structured investment program may provide additional earnings versus a mutually exclusive approach that does not consider the timing of all revenues and expenditures.

On behalf of our team, we look forward to the opportunity of serving the City of Glendale providing investment advisory services. If you have any questions please call us at 303-244-0462.

Respectfully Submitted,

Sheila Duffy
Director

Chris DeBow
Managing Director

PUBLIC TRUST ADVISORS

Copy

Proposal to provide Investment Advisory Services

Responses Due:
City of Glendale RFP 15-53 for Investment Advisory Services
Due: **Thursday, March 12, 2015, 2:00 P.M. Local Time**

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Privacy Policy	Appendix D
Code of Ethics	Appendix E
Sample Monthly Statement	Appendix F
Sample Market Update	Appendix G

Tab 1

Please see our completed and fully executed Offer Sheet and Price Sheet immediately following this page.

4 OFFER

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

Chris DeBow	Public Trust Advisors
Authorized Signature	Company's Legal Name
Chris DeBow	999 18th Street, Suite 1230
Printed Name	Address
Managing Director	Denver, CO 80202
Title	City, State & Zip Code
(855) 395-3954 toll free	(303) 292-3492
Telephone Number	FAX Number
chris.debow@publictrustadvisors.com	
Authorized Signature E-mail Address	Company E-mail Address

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

Contact Name	Phone Number	Fax Number

Email Address

FEDERAL TAXPAYER ID NUMBER: 45-3356583

Arizona Sales Tax No. Public Trust will provide number upon award Tax Rate _____

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

Minority or woman owned business: Yes _____ No X

5 PRICE - Pricing shall be clearly stated in the order listed.

5.1 Identify the fee schedule that would apply to this account using the estimated investment portfolio of $200 million;

First $50 Million of Assets Under Management 0.06% (6 basis points)
Over $50 Million of Assets Under Management 0.05% (5 basis points)

Minimum Annual Fee - $25,000.00. Fee's billed monthly in arrears.

This fee schedule includes optional Custody Services at U.S. Bank.

5.2 Identify any expenses that would not be covered through fee structure identified above;

There are no additional costs given the scope of services.

5.3 Identify any fee reductions for years 2, 3, 4, and 5 if a contract is awarded and extended by Council.

After year one, Public Trust would propose a flat 0.05% (5 basis points) for all assets under management.

5.4 PROCUREMENT CARD ORDERING CAPABILITY Please check appropriate box.

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

__x__ NO, I will not accept payment under this contract with the Procurement Card.
Public Trust does not currently offer this service, but would be willing to consider.

5.5 DISCOUNT/PAYMENT TERMS: The City standard is 2% 20 days.

Comply: YES ☒ NO ☐

If your answer is NO, please state terms offered: _____

Tab 2

GLENDALE	SOLICITATION ADDENDUM	CITY OF GLENDALE Materials Management 5850 W. Glendale Avenue Suite 317 Glendale, AZ 85301 Phone: (623) 930-2866
	Solicitation Number: **RFP 15-53** **Addendum No. 1** Page 1 of 2	
	Solicitation Due Date: March 12, 2015 2:00 P.M. (Local Time)	

RFP 15-53

Investment Advisory Services

ADDENDUM NO. 1

As a result of the pre-offer meeting and questions submitted by potential Offeror(s), the City's response to the questions are stated below:

1. **Question:** We would like to request the City's portfolio holdings as of December 2014 (or another recent date), including CUSIPs.

   Answer: A copy of the December 2014 report is attached following this Addendum No. 1 as Attachments A and B.

2. **Question:** Item 1.3.1.12 in the Scope of Services requests vendors to provide full-time non-discretionary management of the City's portfolio. Please elaborate on what the city means by "non-discretionary." For example, does the City want to approve all transactions prior to execution?

   Answer: Yes, the City approves all transaction. As per the City of Glendale's Investment Policy (Exhibit 1) the investment advisor does not take possession of our cash to invest. We have a bank account under the City's name in which all investment transactions are processed. Interest and maturities are also deposited in our bank account. The investment advisor provides expert advice on which securities to purchase but the City makes the ultimate decision.

3. **Question:** Under 1.3.1.19: The City asks that the advisor negotiate compensation/fee arrangements for investment service providers. Can the City please clarify to which specific types of "investment service providers" this requirement refers or provide some examples of providers?

   Answer: Competitive quotes from the broker/dealers listed in Exhibit 1, Annex III

GLENDALE	SOLICITATION ADDENDUM	CITY OF GLENDALE Materials Management 5850 W. Glendale Avenue Suite 317 Glendale, AZ 85301 Phone: (623) 930-2866
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	Solicitation Due Date: March 12, 2015 2:00 P.M. (Local Time)	

All other solicitation provisions, terms and conditions and scope of work shall remain the same. Offeror must acknowledge receipt and acceptance of this addendum by returning the entire addendum with the proposal.

Name of Company: Public Trust Advisors

Address: 999 18th Street, Suite 1230, Denver, CO 80202

Authorized Signature: Chris DeBow

Print Name and Title: Chris DeBow, Managing Director

Tab 3

1.3.1 INVESTMENT ADVISOR REQUIREMENTS

Contractor shall:

1.3.1.1 Be registered as an Investment Advisor with the Securities and Exchange Commission (SEC) and provide a copy of the firm's Form ADV parts I and II;

Public Trust is an independent SEC registered investment advisor in accordance with the Investment Advisers Act of 1940. **Please refer to Appendix B for a copy our ADV Part I and Part II**.

1.3.1.2 Be registered to do business in the State of Arizona or have a pending registration;

PT Asset Management is the SEC Registered Investment Advisor that is currently registered in the State of Arizona. PT Asset Management is in the process of securing long-term registration of Public Trust Advisors (Same firm, different name) in the State of Arizona.

1.3.1.3 Be either completely independent of any financial institution or securities brokerage firm or shall fully and continuously disclose any such relationships with such financial institution and/or securities brokerage firm relevant to the firm's relationship with the City.

Public Trust is completely independent and is not a financial institution and is not a broker/dealer. We do not have conflicts of interest that may arise with firms that serve and are compensated from serving multiple roles within the public sector including underwriters, banking institutions, insurance companies and financial advisory consultants. In addition, unlike other firms within the industry, we are only focused on asset management and do not have other joint ventures, subsidiaries or equity owned companies.

Please refer to Appendix E for a copy of our Code of Ethics.

1.3.1.4 Describe services provided for three (3) or more current investment clients and include client references.

We encourage the City to contact our client references below regarding our investment advisory services. All of our clients are within the public sector.

Client Reference	Contact Personnel	Address/Phone Email	Services Provided
City of Naples	Ann Marie Ricardi Finance Director	735 Eighth Street South Naples, Florida 34102 239-213-1822 aricardi@naplesgov.com	Core, short-term assets and bond proceeds investment management, investment policy review and consultation, cash flow analysis, reporting and accounting services, GASB 40 note development
Larimer County	Gary Stoker Senior Accountant	200 West Oak Street, Ste 2100 Fort Collins, CO 80522-1250 (970) 498-7033 gstoker@larimer.org	Core, short-term assets and bond proceeds investment management, investment policy review
City of Hobbs	Toby Spears Director	200 E. Broadway Hobbs, NM 88240 (505) 397-9235 tspears@hobbsnm.org	Core portfolio investment management. Investment policy review, reporting and GASB 40 assistance.

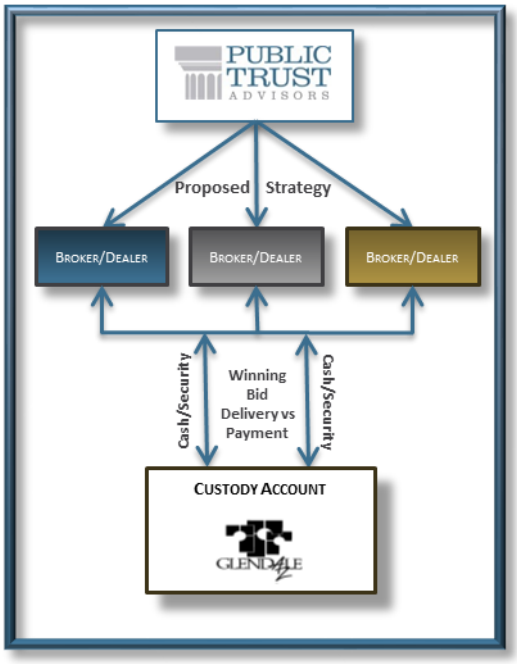
1.3.1.5 Provide the minimum amount of dollars in assets under ongoing and continuous active management.

Public Trust works exclusively with fixed income securities for our institutional public sector clients. We are 100% focused on providing investment management services for public sector clients. We currently manage more than $8.4 billion in assets as of January 31, 2015.

1.3.1.6 Take no possession of City monies or investment securities, nor have access to, or control over such monies and/or securities.

PUBLIC TRUST ADVISORS NEVER TAKES POSSESSION OF SECURITIES OR ASSETS

All Public Trust client assets are held at a third party custodian and we never take possession of securities cash or any investments held in the portfolio. Only Authorized Individuals of the client as defined within the investment policy statement and in Banking and Custody/Safekeeping and other legal documentation are permitted to move cash and/or securities in to or out of the custody account. Typically only cash is transferred into the custody account and usually from the client's demand deposit or NOW account held at the client's banking service provider.



We recommend separate custody accounts for separate investment portfolios for more accurate performance reporting and for more efficient cash flow management. For instance, bond proceeds portfolios will be managed quite differently than a long term core portfolio, as proceeds in the former will be used to fund ongoing project costs and less likely to be reinvested, while the core portfolio is typically managed actively with maturities, coupon payments and other transactions reinvested as part of an ongoing portfolio strategy.

Public Trust attempts to bid every trade in accordance with Arizona State Statutes and the City's investment policy. Documentation of the transaction will be maintained and copies will be provided to the City if preferred. Transactions will be conducted electronically via the delivery vs. payment method, where the payment is transferred simultaneously with the securities. The custodian confirms the transaction and in the rare instance of a failed trade (securities and cash did not transfer) or other issue, Public Trust will coordinate with custodian and the broker to determine the issue and find a resolution as soon as possible.

As part of our month end reporting, Public Trust will reconcile the City's custody statement with our internal reporting to confirm transactions within the account (buy/sell, coupon payments, and maturities) as well as balances and other account details. We will notify the City and the custodian of any discrepancy and work to find the solution.

1.3.1.7 Review City's Investment Policy (Exhibit 1), and provide recommendations for revisions;

INVESTMENT POLICY STATEMENT DEVELOPMENT EXPERIENCE

Public Trust professionals have significant experience in the review, development and implementation of investment policy statements nationwide for municipalities, county governments, school districts and higher education institutions, state agencies, special districts, hospital districts and other entities responsible for the safety of public funds. In addition to reviewing this document closely with our clients through our on-boarding process, we frequently have the opportunity to provide training on the topic of investment policy development for state and local chapters of the Government Finance Officers Association.

As part of our initial steps, we will review the current investment policy statement and investment strategy and provide a full analysis and suggest policy recommendations regarding permitted investments and asset allocation, maturity limits, reporting requirements, benchmarks and other characteristics based on the client's

own unique characteristics such as cash flow needs, goals, and investment objectives. We will also recommend language within the policy that serves as a guide for portfolio management strategies that meet the investment objectives as defined within the policy. This experienced team of professionals is dedicated to providing comprehensive treasury management services that complement the investment management provided by Public Trust's portfolio management team.

The Public Trust team that will serve the City has worked closely with a significant number of public entities to create, review, update and implement investment policy statements based on the investment objectives and risk tolerances of each client. We will provide this service to the City as part of our overall treasury and investment program.

Ms. Duffy has worked within and complied with public policy oversight and the governing bodies responsible for that oversight when managing funds for the New Mexico State Treasurer. Ms. Duffy, upon her appointment as Chief Investment Officer for the State Treasurer in 2009 led the effort to update the investment policy after the market lessons of 2008 and successfully presented the updated policy to the State Board of Finance for approval. More recently, Ms. Duffy has reviewed, revised or completely rewritten investment policies for several clients in the past year including, County of Santa Fe, NM; Bernalillo County, NM; Albuquerque Bernalillo County Water Utility Authority; and Los Alamos County, among others.

Public Trust professionals have written, updated and assisted with the implementation of dozens of investment policies for government entities, many of which have been cities. These individuals also provide training and serve as speakers for on the topic of Investment Policy review for state and local chapters of the GFOA.

In reviewing an investment policy, we look at the following checklist to make sure all components are covered.

Investment Policy

A well-defined investment policy is vital to governing the investment and safekeeping of public funds and should include sections, such as:

General investment rules:
- Statutory and constitutional constraints
- Roles and responsibilities of staff/board
- Standard of care: fiduciary duty
- Investment objectives
- Allowable investments

Governance:
- Define investment committee
- Governing board
- Adoption of policy by formal action
- Annual review of policy

All forms of risk mitigation and safekeeping:
- Diversification
- Maximum maturities
- Collateral requirements
- Custodial services
- Selection and management of outside services (advisors, broker and dealers, etc.)

Reporting and accountability standards:
- Benchmarks
- Reporting requirements and frequency
- Record keeping

The City's policy covers all items listed above. Therefore, in making recommendations for policy change, we would look at the content of each section. Below are three recommendations, which provide a sample of what Public Trust would review. As the investment advisor, Public Trust would do a very thorough review of the policy and work with the Finance Director to discuss possible changes.

Sample suggestions:

1. *SCOPE: In order to make effective use of the City's cash resources, all cash except for excluded funds, restricted and special accounts shall be pooled into one investment account and accounted for separately. The investment income derived from this account shall be allocated to the various funds in accordance with internal allocation policies.*

We would recommend segregating bond proceeds from operating dollars to best manage and comply with covenants in bond documents as well as IRS arbitrage rebate requirements. Also, the Dodd-Frank Act has focused more attention on the investment of bond proceeds as it pertains to fiduciary responsibility.

2. *INVESTMENT DIVERSIFICATION: It is the intent of the City to diversify the investments within its portfolio to avoid incurring unreasonable risks inherent in over-investing in specific instruments, individual financial institutions, or maturities. The asset allocation in the portfolio should, however, be flexible depending upon the outlook for the economy, the securities market, and the City's anticipated cash flow needs. The Finance Director may establish diversification guidelines as market conditions warrant.*

We would suggest inserting a table in this section, which outlines concentration limits for each authorized investment type. Such a table provides clarity to all who refer to the policy. The Finance Director retains authority to limit the concentration limits to be more restrictive than policy. Such a table should include a limit for exposure to any particular sector as well as a "per-issuer" limit.

3. *PERFORMANCE REVIEW: The Deputy Finance Director over Accounting shall present to the Chief Financial Officer, at least quarterly, a review of the portfolio and a comparison between the portfolio's total return and the established investment objectives.*

We would suggest the City define what exactly should be contained in the quarterly report and how to define measures that tell whether or not the City is meeting its established investment objectives. Consistency of reporting is important to measuring efficiency, progress and performance over time. The measures should address not only yield, but safety and liquidity as well, so those goals take precedence over yield. Finally, the reporting should have some forward-looking component to assess risk, such as a portfolio shock analysis.

As we review clients' policies, we cross-reference best practices published by the Government Finance Officers Association (GFOA) as well as governing statute, ordinance and code for the City.

1.3.1.8 Review cash and short-term investment management procedures and propose improvements in the current program;

We will review existing processes and provide recommendations based on our experience working with investment programs that vary according to number of staff, assets under management, mandate (non-discretionary and discretionary), portfolio strategies (overnight, short term and long term) and revenue type (operation, bond proceeds, enterprise funds). We believe this experience has provided insight as to which processes and documents may be beneficial for an efficient investment program. Of course, each entity has unique characteristics so we believe this type of review is most effective with an initial review and outline of the specific desires of the client from which we will assist in the review and implementation of any changes to the processes and documentation.

1.3.1.9 Establish guidelines for selecting financial institutions such as banks and securities dealers;

ESTABLISH A BROKER DEALER LIST

Public Trust will work closely with the City to review the approved list of selected brokers permitted to execute transactions on behalf of the City. We have experience in developing questionnaires that detail the requirements to be listed as a qualified broker for the City and can assist in review of the City's approved list. Our portfolio managers have reviewed the approved broker/dealer list provided in Annex III of the RFP and are familiar with and readily able to work within the confines of that list.

Our portfolio managers have significant experience in the trade and settlement procedures and take multiple steps for proposed trades that meet pre-trade compliance requirements. Once these steps are established and the trade is executed, our trade order management system generates an electronic trade ticket that is stored on our system and can be provided to the client at regular intervals as requested.

BANKING AND CUSTODY SERVICES RFP CONSULTING

The Public Trust team has extensive experience in working closely with clients to develop and assist in the review of a banking services and custody services request for proposals. Given the changes in the banking industry in recent years, new regulations, and continued advances in technology, many public entities are evaluating current banking and custody relationships and the levels of service provide. Our team of professionals can assist with a review of the current engagement and identify areas that may benefit from new technologies, provide more advantageous deposit agreements and possible price advantages resulting from re-negotiating banking service agreements or as a result of a formal RFP process. This service would be included as part of our overall investment advisory services.

Ms. Duffy has assisted in developing custodial bank RFPs for clients in New Mexico including Santa Fe County and Bernalillo County as part of the investment advisory scope of services.

1.3.1.10 Review and evaluate safekeeping and custodial procedures;

All Public Trust client assets are held at a third party custodian and we never take possession of securities cash or any investments held in the portfolio. Only Authorized Individuals of the client as defined within the investment policy statement and in Banking and Custody/Safekeeping and other legal documentation are permitted to move cash and/or securities in to or out of the custody account. Typically only cash is transferred into the custody account and usually from the client's demand deposit or NOW account held at the client's banking service provider.

We recommend separate custody accounts for separate investment portfolios for more accurate performance reporting and for more efficient cash flow management. For instance, bond proceeds portfolios will be managed quite differently than a long term core portfolio, as proceeds in the former will be used to fund ongoing project costs and less likely to be reinvested, while the core portfolio is typically managed actively with maturities, coupon payments and other transactions reinvested as part of an ongoing portfolio strategy. That said, we understand that the City's investment policy calls for pooling funds (see Scope section of policy). As we begin the relationship, we would discuss the City's preferences and take direction from the Finance Director.

1.3.1.11 Assist in establishing relationships with financial institutions;

BANKING AND CUSTODY SERVICES RFP CONSULTING

The Public Trust team has extensive experience in working closely with clients to develop and assist in the review of a banking services and custody services request for proposals. Given the changes in the banking industry in recent years, new regulations, and continued advances in technology, many public entities are evaluating current banking and custody relationships and the levels of service provide. Our team of

professionals can assist with a review of the current engagement and identify areas that may benefit from new technologies, provide more advantageous deposit agreements and possible price advantages resulting from re-negotiating banking service agreements or as a result of a formal RFP process. This service would be included as part of our overall investment advisory services.

1.3.1.12 Provide full-time non-discretionary management of the City's investment portfolio;

NON-DISCRETIONARY TAILORED INVESTMENT PROGRAM

Public Trust is well equipped to tailor an investment program to the cash management needs of the City's operating funds, working in conjunction with the City's staff. There is considerable transparency and robust transaction management and reporting systems so that the City has a daily reconciliation of its account. Public Trust assigns a client service representative to the relationship to provide quality service, rapid responses to inquiries and excellent overall communication between the City's finance team and the portfolio managers. Of course, the City would also have a "direct line" to the portfolio managers to discuss investment strategy and implementation of agreed upon strategy.

1.3.1.13 Provide strategies for enhancing portfolio performance while adhering to the City's Investment Policy and cash flow needs;

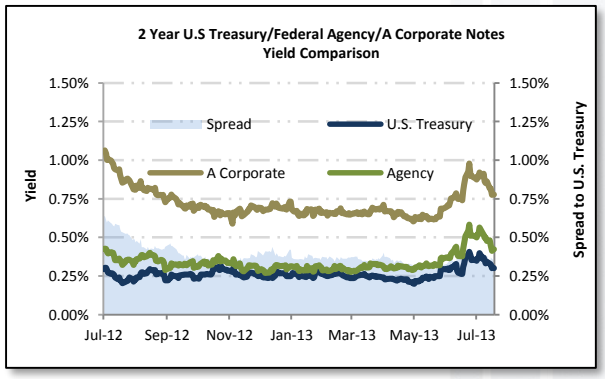
FULL SCOPE TREASURY MANAGEMENT PROGRAM

As an initial step in our relationship with the client, we seek to understand the particular goals of the City's treasury management program and either construct or seek to update and enhance the investment policy for compliance with state and local laws, which helps ensure that the policy is in line with the risk tolerances of the client and meets minimum requirements in the areas of asset allocation and maturity requirements, reporting, benchmarking, establishing roles and responsibilities, internal controls and investment procedures and competitive selection of investments.

Our team of professionals will work closely with our clients' treasury management staff in the development of investment programs, establishing a tailored and annual review of policy statements, internal controls procedures, cash flow analysis, liquidity and short-term investment strategies (money market funds, overnight investments), and core portfolio strategies for assets invested longer than a year (open market securities, portfolio structures).

SECTOR ALLOCATION & ROTATION

In determining our sector allocations, Public Trust uses a mix of qualitative and quantitative techniques. Although our sector philosophy is primarily driven by relative value modeling, the experience of our credit team and their in-depth understanding of the technical and fundamental state of their markets add significant value. Although our portfolio management team has experience investing in many sectors of the fixed income market, including Treasury, agency, federal instrumentalities (GSEs), commercial paper, and high grade corporate notes, the portfolio manager is ultimately guided by the client's investment policy and guidelines.



Source: Bloomberg

In its quantitative sector analysis, Public Trust employs a statistical framework for making relative value decisions. Historical yield spreads between and among sectors with different risk characteristics are tracked over long time periods. The average yield spread serves as a base case

assumption for value, and standard deviations are calculated above and below the historical average. As yields approach the upper or lower end of the range, measured by the standard deviation, we can make a determination that one sector or security is trading "rich" or "cheap" to fair value based on probabilistic models. We also use a contribution to duration analysis to measure the impact of obtaining various spread exposures along the curve. Large nominal percentages with low contributions to overall portfolio duration are less sensitive to spread volatility than smaller nominal percentages with higher contributions to duration. Securities with longer durations will contribute to greater portfolio spread duration than securities with shorter durations. Once our quantitative analysis is complete, the sector specialists overlay their perspectives regarding the fundamentals of their particular sector. This blend of fundamental and quantitative analyses allows us to decide which sectors to overweight or underweight, and to what extent.

SECURITY SELECTION

At Public Trust, we believe there are inefficiencies in the fixed income markets that an active manager can exploit to generate additional return and income for our clients. As previously mentioned, we utilize "bottom-up" fundamental research as a means for security selection resulting in one of the primary sources of alpha generation in our portfolios. We see the security selection process as a repeatable way to add value by exploiting mispricing at the individual security level. Public Trust's credit analysts and portfolio managers use their experience and knowledge of specific sectors in the context of broader investment themes developed by our Investment Committee. In the area of corporate credit, our analysts use a combination of financial statement analysis, analysis of developing industry trends, discussions with company management, and quantitative models to establish the creditworthiness of issuers in their sectors. In a collaborative effort between analysts and portfolio managers, security selection opportunities are evaluated and identified to optimize risk adjusted returns. In the corporate credit area, relative value discussions among credit team members guide buy and sell decisions.

YIELD CURVE POSITIONING

Given target portfolio duration, Public Trust seeks to construct an optimal portfolio allocation along the yield curve to benefit from future expectations on the shape of the yield curve. This process includes analysis of yield pick-ups along the curve per unit of duration as well as key-rate durations of the portfolio relative to its index. In addition, we will adjust its yield curve position to reflect economic conditions.

Therefore, in a slowing economic environment, the yield curve is likely to steepen; a beneficial strategy would likely be a "bullet" position which overweight's intermediate-term securities. When the economy is experiencing strong growth, the more beneficial strategy would likely be a "barbell" position which underweights intermediate-term bonds.

MATURITY/DURATION MANAGEMENT

As illustrated previously, Public Trust's investment philosophy incorporates both top-down economic and market forecasts with bottom-up sector and security selection. We recognize that the top-down factors such as interest rate moves and yield curve shifts heavily influence the returns of a fixed income portfolio. We also recognize that forecasting such factors is very challenging. Given the importance of such volatile influences, Public Trust attempts to manage the associated risks by carefully developing portfolio guidelines and practices. For instance, in managing the duration of a portfolio we typically maintain a range of plus or minus 10 percent to the index duration. In managing duration, we look at the typical factors that influence the economy and interest rates, such as monetary policy, fiscal policy, inflation, productivity, and various other economic indicators.

1.3.1.14 Establish procedures for assuring competitive prices for securities transactions;

COMPETITIVE BIDDING PROCESS

Public Trust attempts to bid every trade in accordance with state statutes and the client's investment policy. In addition to being required by Arizona State Statutes and the City's investment policy, we believe competitive bidding provides better pricing which directly impacts the performance of the portfolio. All transaction information is documented and electronic trade tickets will be generated and e-mailed to the City.

Competitive bidding may result in better pricing for transactions and higher yields.

Public Trust's only line of business is providing investment management and advisory services. Therefore, there are no conflicting lines of business or corporate priorities that impact the team's decision making. Public Trust takes a "client first" approach at all times for the security selection for clients' investment portfolios.

1.3.1.15 Monitor the credit worthiness of financial institutions and investments in the portfolio;

CREDIT QUALITY MONITORING – PUBLIC TRUST CREDIT REVIEW PROCESS

The Public Trust research team methodically analyzes and monitors all credits and maintains an approved trading list from which the portfolio managers can select approved securities for trades. The analysts that cover Public Trust's universe of suitable investments maintain over 50 years of combined experience. The credit process involves utilizing market and macro condition observations to see where opportunities lie to improve yield within the risk parameters. This creates a list of suggested names to research. Our credit analysts then perform fundamental analysis on the suggested list of companies. They utilize company financial statements and their experience in analyzing certain metrics around these financials.

The fundamental analysis includes:

- **Profitability metrics** - Returns on equity and assets; margins; segment profitability; and the reliability on certain types of revenues are metrics used to gather a sense for the volatility in earnings and margins.
- **Capital levels** – Tier one capital ratios; debt to assets; debt to equity; free cash flow debt coverage. This gives the analysts a comprehension of the cushions within the companies' balance sheets for the inevitable downturn in their operating environment. The analysis allows them to gather insight into the absolute levels of cushion and the levers that are available for the management team to weather the downturn in business.
- **Liquidity** – EBIT to interest expense; cash flow to interest expense; loans to deposits; liquid assets to total assets; debt to free cash flow are examples of liquidity metrics. The analysis provides understanding of the liquidity within the financial statements of the companies. A thoughtful analysis of the liquidity of the securities that Public Trust is contemplating purchasing is also performed, including number of dealers on a program or name, frequency of trades and bid ask spread analysis.
- **Asset quality** – non-performing loans to gross loans; net charge-offs to total loans; loan loss reserve to non-performing loans; non-performing loans to total assets; loan loss reserve to net charge offs are examples. This area is analyzed to assess the ability of management to underwrite their balance sheet and prepare for any problem assets.

The analysts utilize S&P's product, Capital IQ to gather the financial data, as well as monitor ratings and news alerts on the specific credits. They also use NRSRO credit research, Bloomberg, external credit research platforms, company websites for financials and reporting events, and the general media for their analysis.

The analysts also observe the global and domestic macroeconomic environment as well as the competitive environment for the companies being analyzed to determine suitability for the investments. The analysis focuses on performance, given the business cycle, as well as the changing legal and regulatory environments that the companies operate within. There are constant reviews of issuer concentrations and the NRSRO ratings of the companies as well. There is continuous dialogue amongst the credit committee members regarding all of the factors listed above, fundamental, market and macro environments. Lastly, every credit is vetted before the committee and consensus must be unanimous to add the name to the appropriate approved list.

CREDIT RESEARCH AND RISK MANAGEMENT

Public Trust believes that credit research and portfolio risk management are an essential component of any investment portfolio. The Credit Crisis of 2007 and related events exposed the shortfalls and over-reliance on the credit ratings only approach to security selection within fixed income investment portfolios. Public Trust's team and portfolio managers have a proven record of avoiding the securities that exposed investors to significant losses as a result of credit migration, and in certain cases deterioration.

We have a dedicated head of credit research that works closely with the members of Public Trust's credit committee and our portfolio managers. This coordination provides considerable efficiencies since our portfolio managers are able to focus on the primary function of portfolio management. Each member of the committee is responsible for in-depth understanding of the permitted credits within our clients' investment portfolios.

Our team approach to credit and risk management brings together the internal ideas from our credit research and the analysis and review from external credit research resources. This information is vetted in our formal credit meetings and informally through our ongoing discussions between the credit committee and the portfolio managers.

Macro Analysis

- Consider US/Global economy and impact on fixed income securities Internal Credit Analysis
- Portfolio maturity strategy based on current and expected yield curve.
- Focus on performance given the business cycle, changing legal requirements.

Issuer Analysis

- Monitor credit ratings daily through Bloomberg
- Monitor sector and issuer concentration
- Independent broad based research incl. Bloomberg, Moody's, and public information.
- Issuer alerts set up with Moody's credit research.

We complement this qualitative approach with our quantitative credit and risk models that include a security tiering process and continuous monitoring and updating of our approved securities list. The lists and individual credits are reviewed regularly by a credit committee comprised of the credit team, the portfolio management team, the Chief Compliance Officer and one person from the investment advisory team. Currently, Sheila Duffy serves as the representative from the investment advisory team and has served on the credit committee since its inception.

Chris Toney, Director, Head of Credit Research, will serve as the City's primary contact for credit related inquiries. The City will also have direct access to two portfolio Managers, Randy Palomba, CFA, Managing Director of Portfolio Management and Neil Waud, CFA, Director and Senior Portfolio Manager.

1.3.1.16 Work with City staff to assure the availability of funds, coordination of future projection models of investments, and delivery of securities, as needed;

CASH FLOW FLUCTUATIONS AND PORTFOLIO STRATEGIES

Public Trust's familiarity with the public funds investment programs provides us with a unique perspective that will allow us to implement a customized strategy based on the investment objectives outlined in the City's Policy. We believe that a cash flow analysis can improve the overall performance of a client's investment management program by identifying assets needed for very short term needs (payroll), periodic (debt service), one time in- and outflows (sale or purchase of land, grants) and longer term assets (reserves, self-insurance). While a general approach to this process, such as knowing the lowest balance throughout the year can be helpful, a deeper understanding of the timing of the cash flows can significantly increase investment options for the investment program. Even in the current interest rate environment, this may result in an increase in interest earnings that may be used to offset lower revenues from other sources such as ad valorem revenues or sales taxes. We utilize a cash flow model that incorporates seasonality and estimates increases and decreases in fund balance based on this historical information. Since each public sector entity has unique characteristics, there will be slight differences in timing and types of revenues and expenses.

CASH FLOWS SERVE AS A FOUNDATION FOR ESTABLISHING LIQUIDITY NEEDS

Public Trust's daily portfolio management, periodic cash flow analysis, deep understanding of the City's overall investment program including timing of revenues and expenses and balances within externally and internally managed funds coordinated through our ongoing communication with the City's Finance Director and staff will provide an efficient process for ensuring available liquidity to meet anticipated needs. Additional liquidity for unexpected needs will be met from a variety of sources including balances from money market funds and other overnight investment vehicles, and the ability to sell securities as needed from the City's Liquidity Portfolio or Core portfolios, based on an optimal solution given current market conditions and portfolio structures.

1.3.1.17 Provide training to the City's staff on cash, treasury and investment management subjects and updates to new guidelines;

TRAINING OPPORTUNITIES

Public Trust will provide the City staff with considerable resources for training and education. We believe that a knowledgeable staff is essential to a successful investment program. Several of our professionals have extensive experience in fixed income asset management and regularly provide training and presentations for several governmental professional organizations related to the investment and treasury management of public funds. For our formal training sessions, we also include external professionals that cover several treasury management related topics including Certified Public Accounting firms to cover recent GASB pronouncements, ratings agencies, arbitrage rebate consultants, and government professionals to provide a peer to peer discussion on what we feel are best practices.

We develop training programs based on current events, recent and upcoming GASB statements, and a variety of important topics related to the treasury management function including the development and implementation of an investment policy, implementing investment strategies, cash flow analysis, the roles within treasury management, banking services, auditing, arbitrage, bond proceeds investment strategies and economic updates.

We will provide the staff with on-site training. We can also assist and coordinate external sources for training in other areas of the treasury management function.

1.3.1.18 Ensure that all investment advice includes, but is not limited to, investment strategies and asset allocation targets, provided it complies with all state laws of Arizona and policies of the City;

COMPLETE INITIAL AND ONGOING REVIEW OF CURRENT INVESTMENT PROGRAM

As an initial step in our relationship with the client, we seek to understand the particular goals of the client's treasury management program and construct a policy that is compliant with state and local laws, is in line with the risk tolerances of the client and meets minimum requirements in the areas of asset allocation and maturity requirements, reporting, benchmarking, establishing roles and responsibilities, internal controls and investment procedures and competitive selection of investments.

The chart below provides the steps we take in the review, recommendation, development and implementation of our clients' investment programs.

Complete In-depth Initial Review of Current Program

- Conduct review of existing investment policy statement for compliance with state and local regulations
- Perform analysis of existing portfolio risk characteristics
- Review current custody relationship
- Review internal controls and delegation of authority

Cash Flow Analysis and Investment Strategy Evaluation

- Obtain historical cash flow data
- Construct analysis to estimate short term needs versus core assets and compare to previous results
- Review current investment holdings and duration strategy
- Discuss efficiency of current program with regard to liquidity, asset allocation and cash flow results

Client Consultation and Investment Policy Recommendations

- Discuss results of initial review and results of cash flow analysis
- Review procedures for investment transactions and approach to portfolio management
- Provide recommended adjustments/changes to current investment policy statement when appropriate
- Suggest changes to investment holdings if needed based on results of risk tolerance discussion

Investment Strategy Development and Proposal

- Propose strategy based on internal and external factors
- Implement investment strategy based on the results of the previous steps
- Provide ongoing investment strategy updates regarding allocation and portfolio structure
- Client communication to ensure strategy meets the stated investment objectives

Investment Management Compliance Review and Implementation

- Establish investment strategies based on all discussions and market conditions
- Provide ongoing management based on established guidelines and dynamic market conditions
- Provide daily access to portfolio holdings information via secure online website
- Provide detailed GASB compliant monthly and quarterly reports with market commentary
- Meet with clients and official committees as recommended by the Client

Public Trust's team of portfolio managers has extensive experience which is specialized in short duration, fixed-income investing, specifically for the public sector. Therefore, we are comfortable in the public environment and understand the importance of compliance with statute and policy. Several investment professionals review the portfolio holdings daily including the portfolio managers, the accounting department, the chief compliance officer and the credit research team.

1.3.1.19 Negotiate compensation/fee arrangements for investment service providers;

WORKING WITH APPROVED BROKERS AND DEALERS

Per the answer to question 3 in the Addendum 1 to the RFP, the City is referring to working with City approved brokers/dealers to obtain competitive quotes for trades. Public Trust attempts to bid every trade in accordance with Arizona state statutes and our clients' investment policy statements. Our portfolio managers have review the list of approved broker/dealers provided in Annex III of the RFP and are familiar with these firms and able to serve the City in competitively bidding trades for optimal execution.

1.3.1.20 Provide timely assessments of market conditions and advise the city regarding market reaction to economic events;

Public Trust's investment philosophy incorporates both top-down economic and market forecasts with bottom-up sector and security selection. We recognize that the top-down factors such as interest rate moves and yield curve shifts heavily influence the returns of a fixed income portfolio. We also recognize that forecasting such factors is very challenging. Given the importance of such volatile influences, Public Trust attempts to manage the associated risks by carefully developing portfolio guidelines and practices. For instance, in managing the duration of a portfolio we typically maintain a range of plus or minus 10 percent to the index duration. In managing duration, we look at the typical factors that influence the economy and interest rates, such as monetary policy, fiscal policy, inflation, productivity, and various other economic indicators.

As part of it's reporting to the City, Public Trust's investment advisory professionals will incorporate an analysis of current market and economic conditions as part of their discussion, explaining the rationale for each portfolio transaction. This discussion is an essential aspect of communicating the portfolio strategy with clients. Additionally, the portfolio managers and research team provide commentary via the Public Trust blog. (http://blog.publictrustadvisors.com/blog/).

Please see the Sample Market Update included in Appendix G of this proposal.

1.3.1.21 Have a communication plan for regular constructive communication between the City and investment firm, and

CLIENT RESPONSE TO INQUIRIES AND INFORMATION REQUESTS

For client calls and inquiries, our goal is to respond immediately and to provide a solution and or the requested information as soon as possible. Our structure provides for direct communication with several individuals whom will be familiar with the City's investment program that begins with the primary relationship managers and portfolio managers, and also includes a dedicated client service representative, access to the credit team and our chief compliance officer.

The Public Trust team will take direction from the City for in-person communication. Public Trust would be available for quarterly reporting to the Chief Financial Officer, as required by policy, and work with the Finance Director to create a comprehensive communication plan to best serve the City's needs.

1.3.1.22	Be responsible for the accuracy of the work and shall promptly make all necessary revisions or corrections resulting from errors and omissions on the part of the Contractor without additional compensation. Acceptance of the work by the City will not relieve the Contractor of the responsibility for subsequent correction of any such errors and the clarification of ambiguities.

Public Trust incorporates numerous steps to make sure the underlying assets held by the portfolio are compliant. Public Trust performs pre and post-trade compliance verification checks on all portfolios.

1.3.2 REPORTING REQUIREMENTS

Contractor shall:

1.3.2.1	Provide detailed activity reports, at least monthly, in a format acceptable to the City, which include at a minimum the following information on each security: par value, cost value, book value, market value, and rate of return net of fees. Return calculations shall employ Chartered Financial Analyst, (CFA) Institute standards, formerly Association of Investment Management and Research (AIMR).

COMPREHENSIVE CUSTOMIZED MONTHLY STATEMENTS

Public Trust offers a reporting platform that allows for extensive customization with regard to investment activity within the portfolio as well as with portfolio analytics. Total return calculation is computed in accordance with GIPS and the system also prepares GASB 40 information for annual reporting requirements. As a newly formed investment management firm, Public Trust is in the process of taking the necessary steps to be compliant with GIPS standards in our reporting of historical returns and in the presentation of fixed income composites.

The City's relationship manager will work closely with staff to develop monthly statement reports that meet specified required information as defined in the City's investment policy, as well as directed by staff. Each individual portfolio will have its own statement, as well as a combined assets monthly statement.

The City's monthly statements will contain:

- **Summary of Investment Activity**
  - ✓ Period to period change in market and book value by portfolio and in total
  - ✓ Accrued Interest
  - ✓ Realized/Unrealized Gains and Losses
  - ✓ Performance Measurement (Total and Sector Contribution)
- **Compliance Checks with the Investment Policy and State Statutes**
  - ✓ Asset allocation/Diversity
  - ✓ Duration and Weighted Average Maturity to Final and Effective Dates
- **Detailed Security Level Reports**
- **Holdings**
  - ✓ Transactions
  - ✓ Amortization/Accretion
  - ✓ Issuer Concentration/GASB 40

DETAILED QUARTERLY AND ANNUAL REPORTS

The City's relationship manager will work closely with the City staff to develop monthly, quarterly and annual reports that meet specified required information as defined in the City's investment policy, as well as directed by the staff.

The City's Quarterly and Annual reports will contain:

- **Quarterly/Annual Review**
  - ✓ Market review and impact on portfolio strategy
  - ✓ Discussion on previous and future recommended investment approach
  - ✓ Review of all assets and overall treasury management program
  - ✓ Review cash flow and liquidity needs
  - ✓ Confirmation of short and long term investment objectives
  - ✓ Formal presentation to the City
- **Summary of Investment Activity**
  - ✓ Period to period change in market and book value by portfolio and in total
  - ✓ Accrued Interest, Realized/Unrealized Gains and Losses
  - ✓ Performance Measurement (Total and Sector Contribution)
- **Compliance Checks with the Investment Policy and State Statutes**
  - ✓ Asset allocation/Diversity
  - ✓ Duration and Weighted Average Maturity to Final and Effective Dates
- **Detailed Security Level Reports**
  - ✓ Holdings
  - ✓ Transactions
  - ✓ Amortization/Accretion
  - ✓ Issuer Concentration/GASB 40

Total Return also = Income Return + Price Return

Total Return:

$$\frac{\text{Ending MV} - (\text{Beg. MV} + \text{Transfers})}{\text{Beg.MV} + \text{Transfers}}$$

Income Return:

$$\frac{\text{Net Income} - \text{Realized Gain Loss}}{\text{Beg MV} + \text{Transfers}}$$

Geometrically Linked Days:

[(1+Day 1 Return)(1+Day 2 Return)*……*(1+Day Nth Return)] – 1*

Price Return:

$$\frac{\text{Change in Unreal Gain Loss} + \text{Realized Gain Loss}}{\text{Beg MV} + \text{Transfers}}$$

The City's accounting and reporting will comply with Global Investment Performance Standards (GIPS®) for total return portfolios, which are based on CFA Institute Presentation Standards. Performance is calculated using a time-weighted and geometrically-linked total-rate-of-return methodology, one of the accepted calculation methodologies under CFA Institute standards. As a newly formed investment management firm, Public Trust is in the process of taking the necessary steps to be compliant with GIPS standards in our reporting of historical returns and in the presentation of fixed income composites.

In our efforts to become GIPS verified, Public Trust is currently working on establishing our composites and taking the necessary steps to ensure the performance is appropriately verified by a third party and that this information is presented in accordance with GIPS standards.

Public Trust utilizes Clearwater Reporting which is an advanced, customizable online reporting platform. This reporting system provides daily reconciliation, with significant portfolio and security level characteristics including compliance, pricing, yield, asset allocation, duration and weighted average maturity calculations. As part of our comprehensive services, our clients receive detailed monthly portfolio accounting, activity, and performance reports. Our monthly report format was designed with CPAs and government finance practitioners in mind and is especially useful to clients' accountants and auditors.

FULLY CUSTOMIZABLE COMPREHENSIVE ONLINE REPORTING PLATFORM

We believe Public Trust offers our clients a comprehensive reporting platform with advanced capabilities that provide required industry standard information. This reporting technology also allows for fully tailored supplemental investment reports that are client specific.

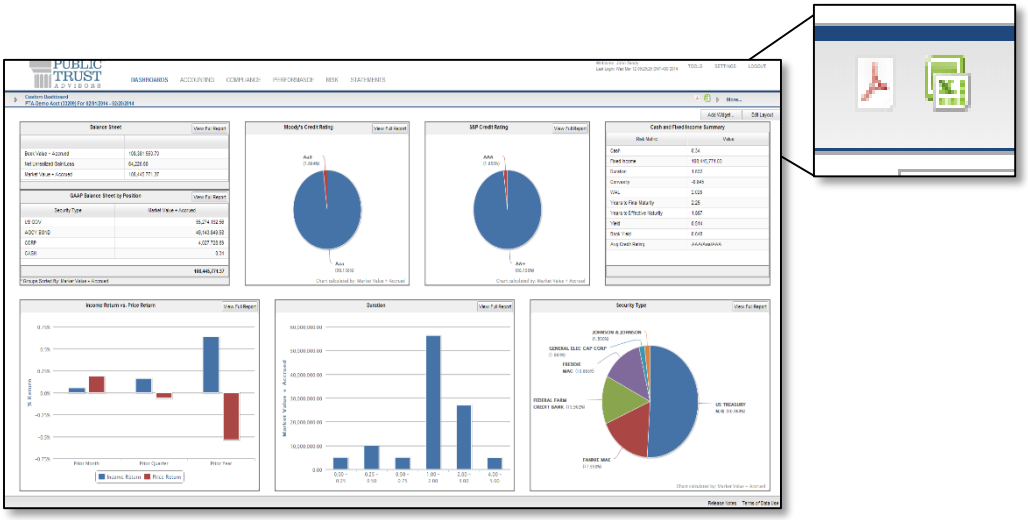
Specific Reporting Capabilities and Characteristics include:

- Password Protected Online Access
- Daily market value for Public Trust managed assets
- Compliant total return calculations
- Daily updated transaction activity
  - ✓ Purchases, Sales, Maturities, MBS Paydowns, Interest Payments
- Detailed securities holding report with CUSIP specific information
  - ✓ Trade date, YTM, coupon, par, original cost, maturity, ratings,
  - ✓ Unrealized/Realized gain loss
- GASB 40 statement disclosure
- Cash flow report detailing upcoming maturities and interest payments
- Compliance reports detailing portfolio holdings vs. permitted
- Accounting reports to supplement internally generated reports
- Quarterly and annual reports include market and economic information
- Daily reconciliation to the custodian

Our quarterly reports are tailored to each client's specific preferences. We will develop a tailored investment report for the City based on our initial investment program review and consultation.

ONLINE REPORTING WITH ADOBE© AND EXCEL© DOWNLOAD CAPABILITIES

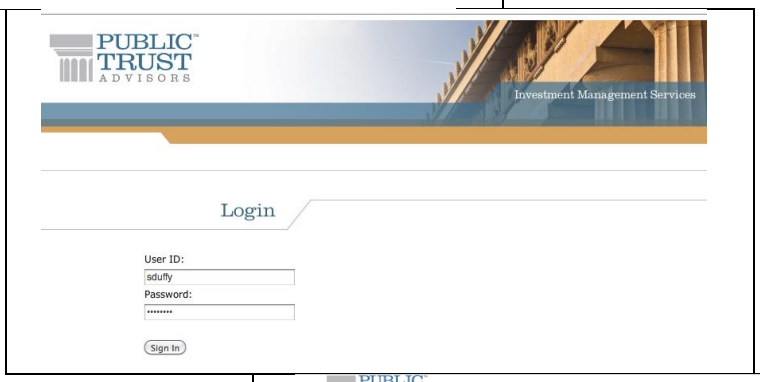
The City will have the ability to generate available reports from our online reporting platform in Adobe Acrobat and Microsoft Excel formats. For more comprehensive modeling and customize reporting Public Trust will work with the City to develop specific reports to be available online for download into excel format. The screenshot illustration below presents a sample Dashboard View that can be customized to present a variety of portfolio characteristics on a single screen.

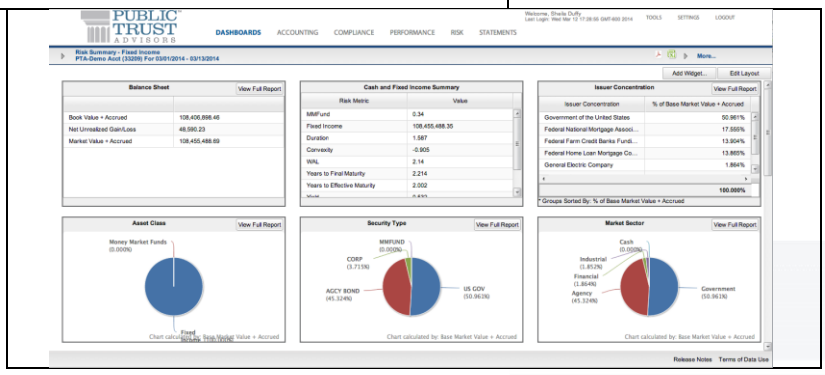


The dashboard view has several customization options including selecting the information presented, and chart type. The dashboard view is also dynamic and can be changed at any time.

Please refer to Appendix F for a copy of a sample monthly statement.

Client login to the password protected online access is made easy through the Public Trust website as seen here:





1.3.2.2 Attend investment meetings and present quarterly performance reports which shall include, at a minimum, current information regarding the creditworthiness of investments in the portfolio, total return comparisons of the City's portfolio to the established index for the quarter and since inception; and market commentary and future outlook as it pertains to the City's portfolio.

FORMAL QUARTERLY/ANNUAL REVIEWS

The City's primary relationship manager will meet with the City's Finance Director and staff on a quarterly basis at a minimum. We also recommend period conference calls to discuss market events, interest rates, creditworthiness of investments, total return comparisons, market commentary and outlook among other factors that have an impact on the strategy of the City's investment program. During the meeting Public Trust's investment advisory professionals incorporate an analysis of current market and economic conditions as part of their discussion, explaining the rationale for each portfolio transaction. This discussion is an essential aspect of communicating the portfolio strategy with clients. Public Trust also provides our clients with comprehensive reporting, analysis, and fixed income specific charts to illustrate the investment strategy(s) employed for the

client's investment portfolio(s) on a monthly and quarterly basis. We will also prepare an annual report and present this information to the City.

INVESTMENT COMMITTEE AND THE CITY COUNCIL PRESENTATIONS

The City's investment advisory team and portfolio management professionals will meet with the City's investment committee and Council as often as necessary to provide support, provide recommendations and explain investment strategies for the City's investment portfolios. Ms. Duffy and Mr. DeBow will be available to provide investment updates, market review, investment policy update recommendations and other topics to the City Council.

1.3.3 Prohibited Investments

Contractor shall be prohibited from making certain types of investments. Examples of prohibited investments include, but are not limited to those listed below:

Public Trust has read and is familiar with the Arizona statutes that address investment of public funds, specifically:

Arizona Revised Statutes (ARS) Title 35, Public Finances

Chapter 2, Handling of Public Funds

Article 2.1, Money Management

Eligible depositories – ARS 35-321

Allowable Investments – ARS 35-323

Ms. Duffy, who worked as Chief Investment Officer for the NM State Treasurer from 2009-11, is very familiar with public funds management and governance issues and required reporting. In her role as CIO, she testified before the legislature on proposed changes to the New Mexico Public Funds Act, (6-10-10, NMSA 1978), and therefore intimately understands the importance of good and compliant policy.

1.3.3.1 Selling securities short;

Public Trust manages fixed income assets for our public entity clients. Our portfolio managers' expertise is in managing portfolios consisting of U.S. Treasuries, Federal Agencies and investment grade corporate issues, where permitted, within the short term area of the yield curve with average portfolio maturities from overnight strategies with local government investment pools to the 1-5 year area of the yield curve. The City's portfolio will not be invested in anything that matures beyond 3 years per City Code Chapter 2, Article V, Division 4, Section 2-186(c).

Public Trust will comply with all statutory and policy requirements when managing funds for the City and will communicate closely with the Finance Director to determine suitability of investment instruments.

1.3.3.2 Purchasing and selling commodities or commodity contracts;

Public Trust manages fixed income assets for our public entity clients. Our portfolio managers' expertise is in managing portfolios consisting of U.S. Treasuries, Federal Agencies and investment grade corporate issues, where permitted, within the short term area of the yield curve with average portfolio maturities from overnight strategies with local government investment pools to the 1-5 year area of the yield curve. The City's portfolio will not be invested in anything that matures beyond 3 years per City Code Chapter 2, Article V, Division 4, Section 2-186(c).

Public Trust will comply with all statutory and policy requirements when managing funds for the City and will communicate closely with the Finance Director to determine suitability of investment instruments.

1.3.3.3 Any investment or scheme that would violate the Prudent Investor Rule;

Public Trust will manage and advise the City's investment program with the Prudent Expert Standard which states that the investment manager will act with the care, skill, prudence, and diligence, under the circumstances then prevailing, that a prudent investment expert acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims.

Tab 4

2.4.1 EXPERIENCE AND QUALIFICATIONS

2.4.1.1 Provide a cover letter, listing the name and address of firm with company profile, overall financial strength of firm and/or parent company. Include the following:

- Location of firm's headquarters,
- History of firm, date founded and ownership, subsidiary or affiliate relationships;
- Organizational chart,
- Depth of professional and support staff;
- Revenues generated from advisory services;

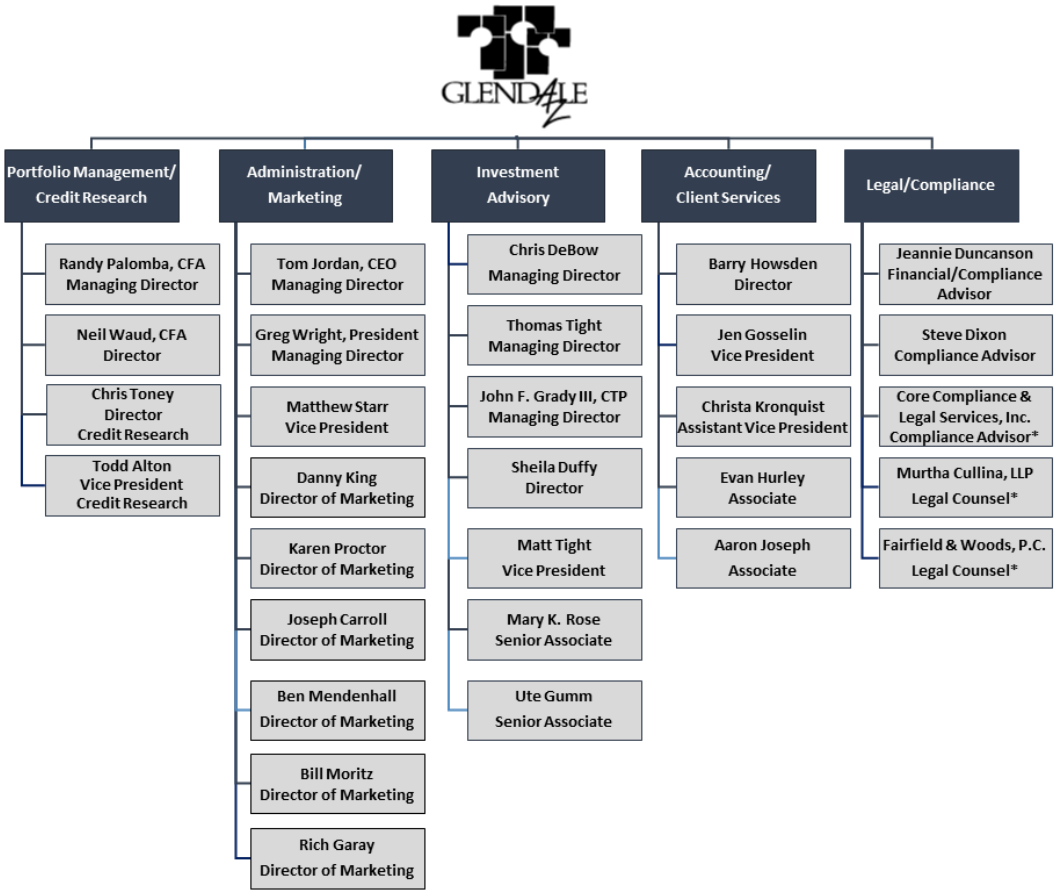
Public Trust was founded in 2011 and is comprised of a group of professionals with more than 100 years of combined experience in public funds investment management. During their careers, these individuals have gained extensive experience in the management of assets totaling more than $15 billion historically in local government investment pools and in separately managed accounts with short, medium and long term investment strategies.

Public Trust is a privately held limited liability corporation headquartered in Denver, CO that has no relationships with any other financial or non-financial firm. Our single focus is on investment management and advisory services for our clients. We are not publicly held nor are we owned by a private equity firm or bank. We believe this structure results in a single focused firm that is dedicated to the safety and success of our clients' investment programs. Since our inception, our ownership structure increased from two original partners to our current ownership structure which includes six managing director/partners.

All of Public Trust's revenues are generated from public sector clients. Our expertise is in managing portfolios consisting of U.S. Treasuries, Federal Agencies and investment grade corporate issues, where permitted, within the short term area of the yield curve with average portfolio maturities from overnight strategies with local government investment pools to the 1-5 year area of the yield curve. Currently Public Trust manages more than $8.4 billion in assets (as of 1/31/15) for 5 local government investment pools having more than 1,500 enrolled participants, and 32 separately managed accounts.

	AUM as of January 2015
Government Institutions	$8.4 billion
Other Institutions	
Total	$8.4 billion

The primary team assigned to the City is comprised of team members from the investment advisory group, the accounting/client service group and the portfolio management/credit research group. You can see these groups on the organization chart below and the bios for the primary team members can be found in the Key Personnel section of this proposal (2.4.1.10).



*** Represents additional legal and advisory resources available to Public Trust Advisors, LLC**

Core Compliance & Legal Services, Inc.
Core Compliance & Legal Services, Inc. specializes in compliance and risk management for the financial services industry and provides consultation services to Public Trust, including assistance with investment advisor registration, regulation, compliance support, as well as testing and the development of internal controls.

Murtha Cullina, LLP
Murtha Cullina, LLP provides a team of attorneys who understand their clients' specific legal and business needs. Their service begins with interdisciplinary teams of regulatory, litigation and transactional attorneys, as well as prominent government affairs professionals, who know the industry. When clients need help anywhere in the United States or around the world they turn to leaders in their field who are recognized repeatedly for their legal work. Because their lawyers know these industries well, they bring more insight to bear on client matters and more vision in achieving client goals. Their efforts are tailored to resolve complex issues in order to fulfill client needs.

Fairfield and Woods, P.C.
Fairfield and Woods, P.C. is one of the oldest law firms in Denver and brings its long and respected history in Colorado together with its full-service capabilities. A number of their attorneys have joined the firm after successful careers in business and government, providing a greater understanding of the issues faced in today's highly regulated environment and an appreciation of ongoing client challenges. Their size and scope allows them to provide full-service solutions to clients with a level of efficiency and service often unmatched in the industry.

The service chart below shows the members of the Public Trust team who will work directly with or support the City. As you can see from the client service chart below, Ms. Duffy and Mr. DeBow will serve as the first point of contact for the City and they will bring the full resources of the firm and its team to serve the City.

Primary Relationship Managers	Primary Portfolio Managers
Sheila Duffy, Director	Neil Waud, CFA, Director
sheila.duffy@publictrustadvisors.com	Neil.waud@publictrustadvisors.com
Chris DeBow, Managing Director	Randy Palomba, CFA, Chief Investment Officer
chris.debow@publictrustadvisors.com	Randy.palomba@publictrustadvisors.com
Southwest Region Office	**Headquarters**
501 Laguna Boulevard, SW	999 18th Street, Suite 1230
Albuquerque, NM 87104	Denver, CO 80202
(505) 263-1453	(855) 395-3954

2.4.1.2 Provide proof of SEC registration and describe any SEC regulatory censure or litigation related to service the firm provides;

Public Trust is an independent SEC registered investment advisor in accordance with the Investment Advisers Act of 1940.

Public Trust has never faced SEC, FINRA or any other regulatory censure, litigation or any legal proceeding with a regulatory agency. Public Trust is an employee owned Limited Liability Corporation with no affiliates and no parent company. Also, we place significant importance on our reputation and our commitment to our public sector clients. Neither Public Trust, nor any of our employees have faced SEC censure, litigation or any legal proceeding with a regulatory agency.

Please refer to Appendix B for a copy our ADV Part I and II.

2.4.1.3 Describe experience of the firm in providing investment advisory services to public sector clients;

COMPLETE FOCUS ON INSTITUTIONAL PUBLIC SECTOR CLIENTS

Public Trust works exclusively with fixed income securities for our institutional public sector clients. We are 100% focused on providing investment management services for public sector clients. We currently manage more than $8.4 billion (as of January 31, 2015) in assets for 5 local government investment pools having more than 1,500 enrolled participants, and 32 separately managed accounts. Throughout their careers, Public Trust professionals have managed various types of portfolios for public entities including operating funds, reserve funds, bond proceeds, debt service funds and self-insurance pools. Our only revenue source is from the investment management and advisory services we provide our clients.

2.4.1.4 Describe firm's experience in developing investment policies and internal procedures for public sector clients;

INVESTMENT POLICY STATEMENT DEVELOPMENT EXPERIENCE

Public Trust professionals have significant experience in the review, development and implementation of investment policy statements nationwide for municipalities, county governments, school districts and higher education institutions, state agencies, special districts, hospital districts and other entities responsible for the safety of public funds. In addition to reviewing this document closely with our clients through our on-boarding process, we frequently have the opportunity to provide training on the topic of investment policy development for state and local chapters of the Government Finance Officers Association.

As part of our initial steps, we will review the current investment policy statement and investment strategy and provide a full analysis and suggest policy recommendations regarding permitted investments and asset

allocation, maturity limits, reporting requirements, benchmarks and other characteristics based the client's own unique characteristics such as cash flow needs, goals, and investment objectives. We will also recommend language within the policy that serves as a guide for portfolio management strategies that meet the investment objectives as defined within the policy. This experienced team of professionals is dedicated to providing comprehensive treasury management services that complement the investment management provided by Public Trust's portfolio management team.

Ms. Duffy and Mr. DeBow have worked closely with a significant number of public entities to create, review update and implement investment policy statements based on the investment objectives and risk tolerances of each client. Additionally, Ms. Duffy has worked within and complied with public policy oversight and the governing bodies responsible for that oversight in her previous position with the New Mexico State Treasurer. Ms. Duffy, upon her appointment as Chief Investment Officer for the State Treasurer in 2009 led the effort to update the investment policy after the market lessons of 2008 and successfully presented the updated policy to the State Board of Finance for unanimous approval.

We will provide this service to the City as part of our overall treasury and investment program.

2.4.1.5 Describe firm's experience in providing assistance in obtaining a rating for the portfolio;

The Public Trust staff is very experienced working with all three Nationally Recognized Statistically Rating Organizations (NRSROs): Fitch, Moody's, and Standard and Poor's. Over the years, we have worked with all three in various capacities in maintaining the ratings of local government investment pools nationally. As part of maintaining ratings for the six pools we manage across the nation, the rating agencies review the infrastructure, risk controls, compliance technology and conservative investment philosophy of our firm and we have maintained triple-A ratings on all pools.

Public Trust works very closely with Standard and Poor's in particular. As part of the required weekly reporting process, we can automatically download all information required by them to maintain the credit rating. Currently, we send weekly reports to Standard and Poor's for all six pools. Given this business relationship, we may be able to negotiate a lower cost of obtaining a rating due to the efficiencies of current business relationship. Public Trust's in-depth knowledge of the rating process also allows us to draw from the investment guidelines and parameters established by the rating agencies when we draft policy for separately managed account clients.

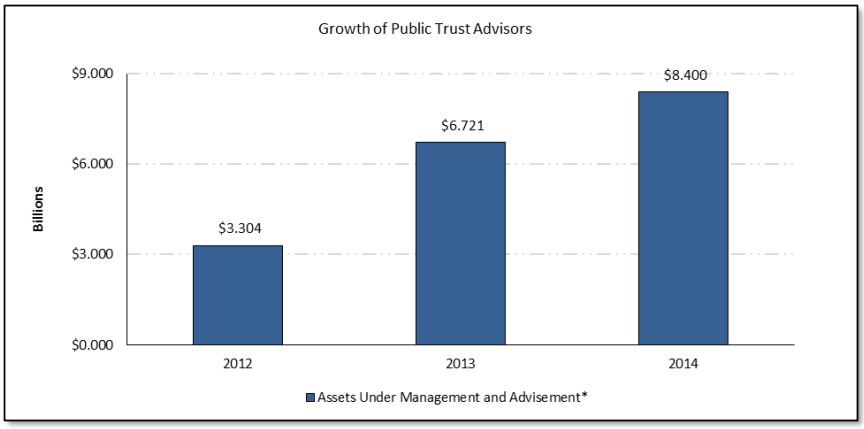
2.4.1.6 Provide a list of relevant client references (preferably public sector), including contact persons and telephone numbers. Relevant clients would be those with similar types of jurisdictions, portfolio size, and investment objectives;

We encourage the City to contact our client references below regarding our investment advisory services. All of our clients are within the public sector.

Client Reference	Contact Personnel	Address/Phone Email	Services Provided
City of Naples	Ann Marie Ricardi Finance Director	735 Eighth Street South Naples, Florida 34102 239-213-1822 aricardi@naplesgov.com	Core, short-term assets and bond proceeds investment management, investment policy review and consultation, cash flow analysis, reporting and accounting services, GASB 40 note development
Larimer County	Gary Stoker Senior Accountant	200 West Oak Street, Ste 2100 Fort Collins, CO 80522-1250 (970) 498-7033 gstoker@larimer.org	Core, short-term assets and bond proceeds investment management, investment policy review
City of Hobbs	Toby Spears Director	200 E. Broadway Hobbs, NM 88240 (505) 397-9235 tspears@hobbsnm.org	Core portfolio investment management. Investment policy review, reporting and GASB 40 assistance.

2.4.1.7 Provide the number of portfolios the firm has added in the last two years;

Public Trust has added more than 20 portfolios in the past year representing municipalities, counties, special districts, local government investment pools, and water management districts.



2.4.1.8 Provide the number of portfolios the firm has lost, and why;

Public Trust has not lost any accounts since inception.

2.4.1.9 State the dollar value of the assets and the number of portfolios the firm has under direct and continuous management, categorized between public sector and other clients;

COMPLETE FOCUS ON INSTITUTIONAL PUBLIC SECTOR CLIENTS

Public Trust works exclusively with fixed income securities for our institutional public sector clients. We are 100% focused on providing investment management services for public sector clients. We currently manage more than $8.4 billion (as of January 31, 2015) in assets for 5 local government investment pools having more than 1,500 enrolled participants, and 32 separately managed accounts. Throughout their careers, Public Trust professionals have managed various types of portfolios for public entities including operating funds, reserve funds, bond proceeds, debt service funds and self-insurance pools.

2.4.1.10 Identify and provide key personnel resumes, including those of any subcontractors, who would be directly involved in providing services stated in the Scope of Services. Key Personnel resumes shall include at a minimum, the following information.

INVESTMENT ADVISORY PROFESSIONALS

SHEILA A. DUFFY, PRIMARY RELATIONSHIP MANAGER
DIRECTOR, INVESTMENT ADVISORY SERVICES
SHEILA.DUFFY@PUBLICTRUSTADVISORS.COM

Sheila focuses on serving clients in the southwest of the United States. She also serves on Public Trust's credit committee and has significant experience in public funds and investment management. Sheila began her career in the mid-1980s as an analyst covering the banking industry: first for the Federal Reserve Bank of New York; then for Standard & Poor's on the fixed income side; and finally for Davis Funds as a buy-side bank equity analyst. She then applied her knowledge of finance to capital markets to work with a major commercial real estate developer where she structured Public Private Partnership financing for infrastructure projects. Sheila's work with Public Private Partnership financing introduced her to the public sector, where she gained critical

knowledge of public policy, process, governance and tax strategy. In 2009, Sheila was appointed to serve as Chief Investment Officer by the New Mexico State Treasurer. In her role as CIO, she was in charge of managing investment portfolios of the State's general funds and bond proceeds, in addition to the Local Government Investment Pool (LGIP). She graduated with a Bachelor of Arts (BA) from Colby College and holds Master of Business Administration (MBA) degree from New York University's Stern School of Business. Sheila joined Public Trust December of 2011.

CHRIS M. DEBOW, LEAD RELATIONSHIP MANAGER
MANAGING DIRECTOR, INVESTMENT ADVISORY SERVICES
CHRIS.DEBOW@PUBLICTRUSTADVISORS.COM

Chris has more than 15 years of investment experience assisting public clients nationwide with their investment management needs. He has a broad knowledge base of state statutes governing public funds investing and regularly works with clients to create custom investment solutions for operating funds, construction funds, reserve funds, capitalized interest funds, debt service funds, sinking funds, and self-insurance funds among others. Chris also specializes in assisting underlying issuers who implement conduit issue financings; these complex investment solutions are typically governed by state statutes, trust indentures, bond covenants and IRS Safe Harbor Regulations. In addition to his experience as an investment advisor, he has assisted a number of entities with their escrow defeasance portfolios, flexible repurchase agreements, guaranteed investment contracts and forward-delivery agreements. Prior to joining Public Trust in 2013, Chris served as Managing Director of RBC Public Fund Services, managing public fund sales and servicing nationwide. In addition to his management responsibilities, Chris founded RBC's public fund investment practice in Arizona. Chris is well versed in creating investment solutions in compliance with Arizona State Statutes. Prior to joining RBC, Chris served as Director of Institutional Services for Seasongood Asset Management, acquired by RBC in 2007. Chris has a BA in Economics from the University of Rio Grande and an MBA in Finance from Xavier University. He previously held NASD licenses Series 6, 3, 30, and 65.

KAREN PROCTOR
MARKETING DIRECTOR
KAREN.PROCTOR@PUBLICTRUSTADVISORS.COM

Karen has an extensive background working with public sector clients for over 16 years. She has worked closely with state and local government entities throughout the southwestern United States and provided arbitrage rebate compliance services to tax-exempt entities nationwide for over 14 years. Karen joined Public Trust Advisors, LLC in November 2012 in a business development role. Her responsibilities currently encompass a focus on separately managed accounts for public entities, business development, client relations and customer service throughout the southwest. In her previous position at BLX Group LLC, Karen was responsible for business development throughout the Southwest with states, cities and school districts and other municipal and public agencies. She has significant experience preparing the actual arbitrage calculations for numerous tax-exempt obligors and has produced well over 2,000 of these analyses. In addition to arbitrage calculations, she assisted clients with their post-issuance compliance requirements. Additional career responsibilities include client education activities, developing formal proposal responses, contract preparations and client liaison for all consulting engagements. Karen, joined Public Trust in 2013.

SENIOR PORTFOLIO MANAGEMENT PROFESSIONALS

RANDY PALOMBA, CFA
CHIEF INVESTMENT OFFICER
RANDY.PALOMBA@PUBLICTRUSTADVISORS.COM

Randy Palomba is a founding member of Public Trust and is the Chief Financial Officer and Head of Portfolio Management. Mr. Palomba has been managing public funds investments since 1983. He has also been the lead portfolio manager for COLOTRUST since 1996. Prior to founding Public Trust Advisors, Mr. Palomba served as portfolio manager for Cutwater Asset Management where he was responsible for managing multiple Local

Government Investment Pools including COLOTRUST PLUS+ and COLOTRUST PRIME, Texas CLASS and TrustINdiana. His investment experience includes overnight to longer term duration strategies for public funds. Mr. Palomba graduated from Western State College with a BA in Accounting and holds the designation of Chartered Financial Analyst. Mr. Palomba joined Public Trust in 2011.

NEIL WAUD, CFA
DIRECTOR, SENIOR PORTFOLIO MANAGEMENT
NEIL.WAUD@PUBLICTRUSTADVISORS.COM

Neil Waud is the Senior Portfolio Manager and joined Public Trust shortly after the founding. He is responsible for the separately managed account program for Public Trust and serves as a primary portfolio manager. Prior to joining Public Trust Advisors, Mr. Waud served as a senior portfolio manager for Cutwater Asset Management where he was responsible for managing separately managed accounts nationally and providing support in the management of several Local Government Investment Pools since 1995. Mr. Waud's investment experience includes overnight to longer term duration strategies for public funds. Mr. Waud graduated from the University of Colorado with a Bachelor of Arts in Economics and holds the designation of Chartered Financial Analyst. Mr. Waud joined Public Trust in 2011.

CREDIT RESEARCH/RISK MANAGEMENT

CHRIS TONEY
DIRECTOR, HEAD OF CREDIT RESEARCH
CHRIS.TONEY@PUBLICTRUSTADVISORS.COM

Mr. Toney serves on the Public Trust credit committee and is dedicated to researching innovative asset management solutions for Public Trust's public sector clients. Chris has significant experience, and has held a wide variety of roles within the public funds and investment management marketplace. Mr. Toney began his career as a trader for Janus Capital where he focused on money market, equity, fixed income and institutional funds. He was promoted and served as the senior fixed-income analyst concentrating on an array of banks, corporates, repurchase agreements and asset backed commercial paper programs from the credit perspective. From 2009 to 2011, Chris served as the Director of Research for Arrowhead Credit Research in Denver (providing corporate and municipal treasurers, and small asset management firms with short duration credit research and market updates). He would then rejoin Janus Capital as Compliance Manager in their fixed-income investment space; ensuring investment policy and 40 Act regulations were up to standard. Chris graduated with a Bachelor of Arts (BA) in economics from The University of Colorado in Boulder and has attended the Kellogg Business School at Northwestern for a credit and equity analysis executive education program. Chris joined Public Trust in 2014.

TODD ALTON
VICE PRESIDENT CREDIT ANALYST
TODD.ALTON@PUBLICTRUSTADVISORS.COM

Mr. Alton is a Vice President in the Credit Research division of Public Trust and serves as a member of the credit committee. Todd is charged with performing deep-dive credit analysis on the current and prospective holdings of Public Trust's managed investment book. Mr. Alton has both public and private sector credit analysis and investment management experience, having worked for the Federal Deposit Insurance Corporation (FDIC) and Federal Reserve Bank (FRB), as well as publicly-traded and privately-held investment banks. Todd began his career as a taxable fixed-income trader for CCB Corp, where he focused on executing Federal Agency callable, mortgage-backed, and CMO trades. He was subsequently promoted to several different positions, including being appointed to portfolio manager of the subsidiary bank investment portfolio. Mr. Alton also served as a Vice President in the structured finance unit at Piper Jaffray, and in 2008 was hired to run the commercial mortgage-backed securities (CMBS) workout unit for a private real estate capital markets company, now owned by Cantor Fitzgerald. From 2010 to mid-2014, Todd worked in the bank regulatory arena where he was commissioned by both the FDIC and FRB to legally conduct financial institution inspections and examinations. During his tenure with the FDIC, Mr. Alton also served as a fraud examiner during failed bank closings. Todd

graduated with a Bachelor of Business Administration (BBA) in finance and a minor in economics from The University of Arkansas, has held numerous NASD licenses, and is currently a CFA Level III candidate. Todd joined Public Trust in 2014.

ACCOUNTING, REPORTING AND CLIENT SERVICE PROFESSIONALS

BARRY HOWSDEN
CHIEF COMPLIANCE OFFICER AND DIRECTOR OF ACCOUNTING AND OPERATIONS
BARRY.HOWSDEN@PUBLICTRUSTADVISORS.COM
Barry Howsden is the Director of Accounting and Operations and Chief Compliance Officer for Public Trust. His role at Public Trust encompasses oversight of the accounting and client services aspects as it relates to the LGIP portfolios and all separately managed accounts. He is also responsible for all compliance matters as it relates to Public Trust and the underlying investment products. Prior to joining Public Trust, he worked as a Vice President for Cutwater Asset Management where he managed the accounting and/or client services group for numerous Pool products. Additional roles entailed compliance aspects, accounting and client servicing for several separately managed products at Cutwater Asset Management. He has over 15 years of experience in various positions tied to mutual funds, investment accounting and client servicing. Barry holds a Bachelor of Arts with emphasis in Managerial Accounting and Finance from Colorado State University. Barry joined Public Trust in 2012.

JEN GOSSELIN
VICE PRESIDENT OF OPERATIONS AND ACCOUNTING
JEN.GOSSELIN@PUBLICTRUSTADVISORS.COM
Jen Gosselin is a Vice President of Operations and Accounting for Public Trust. Ms. Gosselin brings 17 years of industry experience in fixed income securities for local government entities and servicing local government investment pools. Prior to joining Public Trust Advisors, Mrs. Gosselin served with Cutwater Asset Management in an investment compliance role and was responsible documenting and implementing investment policy guidelines for a variety of entities. In addition to her compliance role Jen has considerable experience with trade settlement, repurchase agreements, portfolio oversight and accounting operations. Jen graduated from Columbia College with a Bachelors of Science in Accounting. Jen joined Public Trust in January 2012

Please find full biographies of Public Trust Advisors management and staff in Appendix A.

2.4.1.11 Demonstrate firm's communication plan for keeping clients informed and advised of changes in the market and investment strategies.

CLIENT RESPONSE TO INQUIRIES AND INFORMATION REQUESTS

For client calls and inquiries, our goal is to respond immediately and to provide a solution and or the requested information as soon as possible. Our structure provides for direct communication with several individuals whom will be familiar with the City's investment program that begins with the primary relationship managers and portfolio managers, and also includes a dedicated client service representative, access to the credit team and our chief compliance officer.

CLIENT FOCUSED COMMUNICATION AND QUARTERLY REVIEWS AND ANNUAL REPORTS

The Public Trust investment team will be in frequent communication with the City regarding upcoming cash flows from interest payments and trades in the portfolio. We also recommend periodic discussions regarding existing holdings and recommended trades based on changes within the markets (e.g., yield curve shifts and sector spread changes).

The client service and portfolio management team will conduct in-person visits with the City for quarterly investment meetings based on the City's requested schedule and additional meetings including training

seminars as scheduled. We also recommend an annual meeting to include the City's portfolio manager(s) to discuss an in-depth review of portfolio strategy, benchmarks, composition, market outlook, etc.

Public Trust will attend meetings and present monthly and quarterly reports which will provide all performance reporting, historical and projected market conditions, and specific discussions on transactions executed for the investment portfolio during the period.

2.4.2 METHOD OF APPROACH

2.4.2.1 Describe the firm's approach to fulfilling the requirements of the Services identified in this Scope of Services;

FULL SCOPE TREASURY MANAGEMENT

As an initial step in our relationship with the client, we seek to understand the particular goals of the City's treasury management program and either construct or seek to update and enhance the investment policy for compliance with state and local laws, which helps to ensure that the policy is in line with the risk tolerances of the client and meets minimum requirements in the areas of asset allocation and maturity requirements, reporting, benchmarking, establishing roles and responsibilities, internal controls and investment procedures and competitive selection of investments.

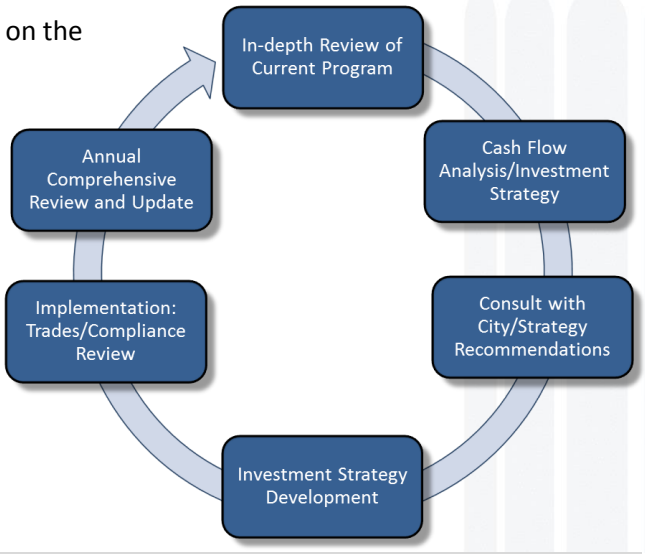
Our team of professionals will work closely with our clients' treasury management staff in the development of investment programs, establishing a tailored and annual review of policy statements, internal controls procedures, cash flow analysis, liquidity and short-term investment strategies (money market funds, overnight investments), and core portfolio strategies for assets invested longer than a year (open market securities, portfolio structures).

TAILORED INVESTMENT PROGRAM

Public Trust is well equipped to tailor an investment program to the cash management needs of the City's portfolio, working in conjunction with the City staff. There is considerable transparency and robust transaction management and reporting systems so that the City has a daily reconciliation of its account. Public Trust assigns a client service representative to the relationship with the goal of ensuring quality service, rapid response to inquiries and excellent overall communication between the City's finance team and the portfolio managers. Of course, the City would also have a "direct line" to the portfolio managers to discuss investment strategy and implementation of agreed upon strategy.

INVESTMENT MANAGEMENT PHILOSOPHY

Public Trust's investment management philosophy is based on the principle of maintaining the safety of the public funds we managed on behalf of our clients. Our approach is to utilize a diversified strategy that minimizes market value volatility, prevents exposure to non-compliant securities within the portfolio, and provides complete transparency to the strategy and holdings of the portfolio on a daily basis. By adhering to these principles, our goal is to provide superior risk adjusted returns. We provide discretionary and non-discretionary asset management based on revenue type, investment objectives and the characteristics of each client.



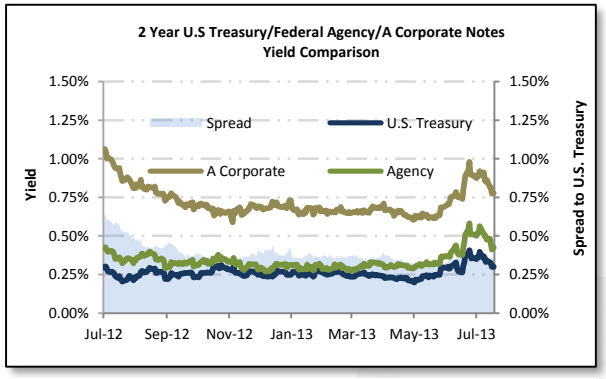
Public Trust's approach to providing investment advisory services for our clients is to serve as an extension of staff and be considered an internal resource for the City's staff. We believe this approach enhances our clients' cash and investment management programs through efficiency and effectiveness. Our firm only manages fixed income assets for our public entity clients. Our portfolio managers' expertise is in managing portfolios consisting of U.S. Treasuries, Federal Agencies and investment grade corporate issues, where permitted, within the short term area of the yield curve with average portfolio maturities from overnight strategies with local government investment pools to the 1-5 year area of the yield curve.

2.4.2.2 Describe the types of investment research the firm uses and the methodology used to recommend investment decisions (including maturity and sector selection);

SECTOR ALLOCATION & ROTATION

In determining our sector allocations, Public Trust uses a mix of qualitative and quantitative techniques. Although our sector philosophy is primarily driven by relative value modeling, the experience of our credit team and their in-depth understanding of the technical and fundamental state of their markets add significant value. Our portfolio management team has experience investing in various sectors of the fixed income market, including Treasury, agency, federal instrumentalities (GSEs), commercial paper, and high grade corporate notes. The portfolio manager is ultimately guided by the client's investment policy and guidelines.

In its quantitative sector analysis, Public Trust employs a statistical framework for making relative value decisions. Historical yield spreads between and among sectors with different risk characteristics are tracked over long time periods. The average yield spread serves as a base case assumption for value, and standard deviations are calculated above and below the historical average. As yields approach the upper or lower end of the range, measured by the standard deviation, we can make a determination that one sector or security is trading "rich" or "cheap" to fair value based on probabilistic models. We also use a contribution to duration analysis to measure the impact of obtaining various spread exposures along the curve. Large nominal percentages with low contributions to overall portfolio duration are less sensitive to spread volatility than smaller nominal percentages with higher contributions to duration. Securities with longer durations will contribute to greater portfolio spread duration than securities with shorter durations. Once our quantitative analysis is complete, the sector specialists overlay their perspectives regarding the fundamentals of their particular sector. This blend of fundamental and quantitative analyses allows us to decide which sectors to overweight or underweight, and to what extent.



Source: Bloomberg

MATURITY/DURATION MANAGEMENT

Public Trust's investment philosophy incorporates both top-down economic and market forecasts with bottom-up sector and security selection. We recognize that the top-down factors such as interest rate moves and yield curve shifts heavily influence the returns of a fixed income portfolio. We also recognize that forecasting such factors is very challenging. Given the importance of such volatile influences, Public Trust attempts to manage the associated risks by carefully developing portfolio guidelines and practices. For instance, in managing the duration of a portfolio we typically maintain a range of plus or minus 10 percent to the index duration. In managing duration, we look at the typical factors that influence the economy and interest rates, such as monetary policy, fiscal policy, inflation, productivity, and various other economic indicators.

CREDIT RESEARCH AND RISK MANAGEMENT

Public Trust believes that credit research and portfolio risk management are an essential component of any investment portfolio. The Credit Crisis of 2007 and related events exposed the shortfalls and over-reliance on the credit ratings only approach to security selection within fixed income investment portfolios. Public Trust's team and portfolio managers have a proven record of avoiding the securities that exposed investors to significant losses as a result of credit migration, and in certain cases deterioration.

We have a dedicated head of credit research that works closely with the members of Public Trust's credit committee and our portfolio managers. This coordination provides considerable efficiencies since our portfolio managers are able to focus on the primary function of portfolio management. Each member of the committee is responsible for in-depth understanding of the permitted credits within our clients' investment portfolios.

Our team approach to credit and risk management brings together the internal ideas from our credit research and the analysis and review from external credit research resources. This information is vetted in our formal credit meetings and informally through our ongoing discussions between the credit committee and the portfolio managers.

Macro Analysis

- Consider US/Global economy and impact on fixed income securities Internal Credit Analysis
- Portfolio maturity strategy based on current and expected yield curve.
- Focus on performance given the business cycle, changing legal requirements.

Issuer Analysis

- Monitor credit ratings daily through Bloomberg
- Monitor sector and issuer concentration
- Independent broad based research incl. Bloomberg, Moody's, and public information.
- Issuer alerts set up with Moody's credit research.

We complement this qualitative approach with our quantitative credit and risk models that include a security tiering process and continuous monitoring and updating of our approved securities list.

Chris Toney, Director, Head of Credit Research, will serve as the City's primary contact for credit related inquiries. The City will also have direct access to two portfolio Managers, Randy Palomba, CFA, Managing Director of Portfolio Management and Neil Waud, CFA, Director and Senior Portfolio Manager.

IN-HOUSE AND EXTERNAL CREDIT RESEARCH RESOURCES

Public Trust utilizes in house research and modeling capabilities and external sources for credit research. Our systems provide significant information that is used during our credit review process and for our ultimate security selection and maturity decision.

Our in-house research combined with our external sources, including Moody's, Standard and Poor's CapIQ and Bloomberg provide additional data and information for our modeling and valuation. Our firm structure provides for on-going informal credit research discussions between our head of credit and our portfolio management team. While the majority of our credit research is generated internally, Public Trust supplements our internal research with robust external research platforms and sophisticated risk management technology. Our external research platforms are outlined below.

BLOOMBERG - Provides financial software tools that Public Trust's portfolio managers utilize to analyze markets, investments, economic reports and current events. Bloomberg also provides our portfolio managers a platform

to research and execute trades. Bloomberg is recognized in the financial community as one of the industry leaders for gathering financial information about companies, markets and the economy. Public Trust's portfolio managers constantly monitor Bloomberg for the current news, trends and investment opportunities.

Media – In addition to the news that streams through the Bloomberg terminals, Public Trust subscribes to other business publications such as the Wall Street Journal, the Bond Buyer, and the Financial Times.

ISI GROUP - ISI Group provides economic, political, accounting, energy and quantitative research. Voted #1 economist by Institutional Investor for the past 33 years. Source: ISI Group

HIGHLINE -THOMPSON REUTERS BANK INSIGHT - Bank Insight provides on-demand access and powerful searching capabilities within all US regulatory and publicly traded data on Financial Institutions. It provides access to regulatory financials, detailed financials, performance ratios, Bank Insight bank ratings, and stock data through an intuitive interface.

COMMITTEE APPROACH TO INVESTMENT DECISIONS

Public Trust utilizes a committee approach for final decisions regarding our firm's investment strategy and approved credit list. Individual portfolio managers, the credit committee and the City work closely together to determine the duration target and asset allocation strategy. These decisions are discussed informally on an on-going basis and formally during weekly credit committee meetings. Chris Toney, Director of Credit Research, provides the committee with the team's recommended approved issuers based on the credit research and analysis generated by the credit team. The Committee then decides which issuers to include from a macro level for the overall firm, and on a micro level for individual portfolios based on the specific authorized investment parameters.

Public Trust's Credit Committee has formally established guidelines in which the portfolio manager discusses specific portfolio strategies within each client's unique investment parameters and expected liquidity needs. Our Credit Committee evaluates each sector and is responsible for the individual issuer selection. This rigorous bottom-up process for credit analysis is part of Public Trust's research process.

Public Trust's investment advisory professionals incorporate an analysis of current market and economic conditions as part of their discussion, explaining the rationale for each portfolio transaction. This discussion is an essential aspect of communicating the portfolio strategy with clients. Public Trust also provides our clients with comprehensive reporting, analysis, and fixed income specific charts to illustrate the investment strategy(s) employed for each client's investment portfolio(s) on a monthly and quarterly basis.

COORDINATED APPROACH TO PORTFOLIO CONSTRUCTION AND SECURITY TRANSACTIONS

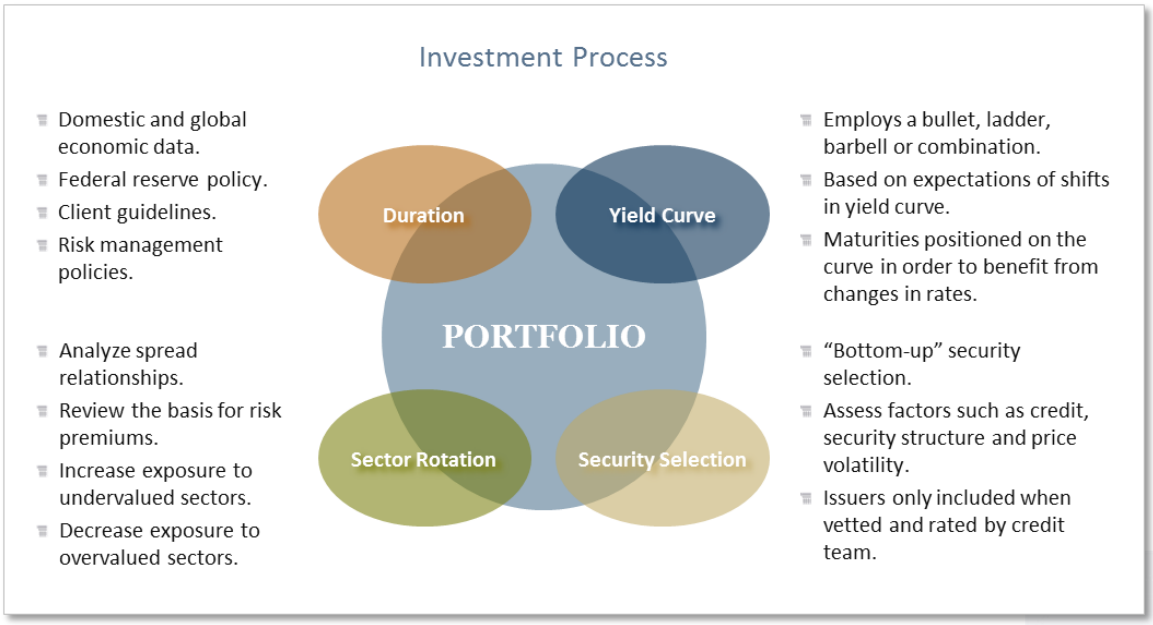
Discretion for portfolio management trade execution varies depending on the type of portfolio managed, discretionary or non-discretionary. For our non-discretionary portfolios, such as the City of Glendale, our portfolio managers identify investment opportunities and provide recommendations that require approval from the client prior to trade execution. This communication is coordinated with the portfolio manager, the relationship manager and the client and a recommendation is provided with information including the reason for the recommendation and in most cases comparisons to alternatives for the proceeds (reinvest vs. transfer to overnight account) based on factors such as current portfolio structure, available offered rates and liquidity needs.

2.4.2.3 Describe the primary strategies for adding value to a portfolio;

INVESTMENT PROCESS

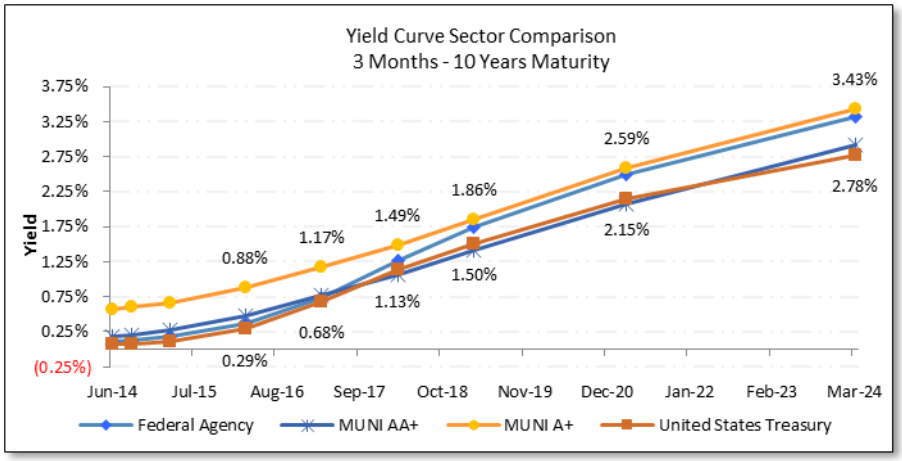
Public Trust's Investment Strategy Committee which is comprised of our Chief Investment Officer, Credit team and portfolio managers, will develop a macro view on the fixed income markets and decide on our overall strategy in regard to duration, yield curve placement and sector weighting. The Committee meets weekly and considers the current macroeconomic trends as well as fiscal and monetary policy. Once this view on the market and positioning is determined, our credit research and portfolio management teams help ensure that the themes decided on by the Committee are implemented across our portfolios.

As you will see in the chart on the below, Public Trust has four approaches that we consider in our investment selection and portfolio construction process as we look to extract value from the fixed income markets; sector rotation, security selection, and duration and yield curve management.



YIELD CURVE PLACEMENT STRATEGIES

Despite the Fed's zero interest rate policy, the front-end of the yield curve does have a slight positive slope, providing an incremental return when purchasing securities with maturities along the yield curve (laddered structure) into a portfolio. A laddered portfolio serves two purposes. It allows for the structuring of maturities to meet known cash flows. In addition, anticipating that the Fed will keep its target rate near zero for the foreseeable future, a laddered portfolio will likely benefit from price appreciation as higher-yielding investments roll down the static yield curve. These investments can be sold to realize capital gains which enhance the total return of the portfolio. This structure also provides for ongoing reinvestment opportunities as investments mature. In the event that overall market and economic events result in the Fed reversing course and other economic factors result in higher interest rates sooner than currently expected, this laddered structure will provide an opportunity to reinvest at higher interest rates.



Forecast and actual economic indicators, supply and demand and FOMC decisions are a few examples of scenarios that impact the shape of the yield curve. We believe investment strategies should be dynamic to take advantage of opportunities across the yield curve.

Source: Bloomberg

As the economy improves, the markets will not remain static. However, we believe opportunities present themselves at different times for different asset classes. Public Trust's portfolio managers are experienced in analyzing where the market offers value and how to capitalize on it.

MANAGING INTEREST RATE RISK (MARKET RISK)

Most public fund investment portfolios' primary characteristics that impact market risk are sector allocation and duration. We focus on interest rates, not only from a shape of the yield curve perspective, but also from a relative value standpoint. We assess current vs. historical sector spreads (narrow, wide) and the value along the curve which leads to discussion and final decisions based on current allocation to a particular security and the duration or weighted average maturity. Our portfolio managers consider the current portfolio structure with our view of future interest rates, risk perception within each sector and establish a longer term view/strategy which we apply to our clients' investment portfolios. This is a dynamic process that is ongoing which we believe is a key element in minimizing the impact of market (and other risks) associated with a fixed income portfolio.

Risk Management Strategies		Long Term Portfolio Strategies	
Credit Risk	Seek to minimize credit risk by investing in high quality securities and credit research	**High Quality Permitted Investments**	Create portfolios with based on state statutes, investment policy requirements, and market conditions.
Market Risk	Use active portfolio management to minimize exposure to market risk based on target duration strategy.	**Manage Liquidity**	Maturity distribution based on the cash flow analysis. Establish multiple duration approach to seek to enhance the performance.
Reinvestment Risk	Utilize multiple duration strategies based on liquidity needs and market conditions while limiting reinvestment risk as appropriate.	**Historical Performance**	Manage portfolio in accordance with established strategy and compare to appropriate benchmark.

2.4.2.4 Describe the firm's daily procedures for portfolio review, investments management, and client contact drivers;

DAILY PORTFOLIO MANAGEMENT

Public Trust will manage and advise the City's investment program with the Prudent Expert Standard which states that the investment manager will act with the care, skill, prudence, and diligence, under the circumstances then prevailing, that a prudent investment expert acting in a like capacity and familiar with such

matters would use in the conduct of an enterprise of a like character and with like aims. We will manage the City's investment portfolios with the stated investment objectives of:

- Safety
- Liquidity
- Yield
- ***Compliance***
- ***Transparency***

We also believe transparency is a key investment objective for public funds and we incorporate this objective as part of our investment management approach and reporting.

SECURITY RECOMMENDATION AND EXECUTION PROCESS

Public Trust will identify security transactions based on the established investment program and current and anticipated market conditions. We will notify the City of recommended trades. Each trade will have been verified through our pre-trade compliance process prior to the recommendation. Public Trust attempts to bid every trade in accordance with state statutes and the client's investment policy and this information will be maintained for auditing purposes.

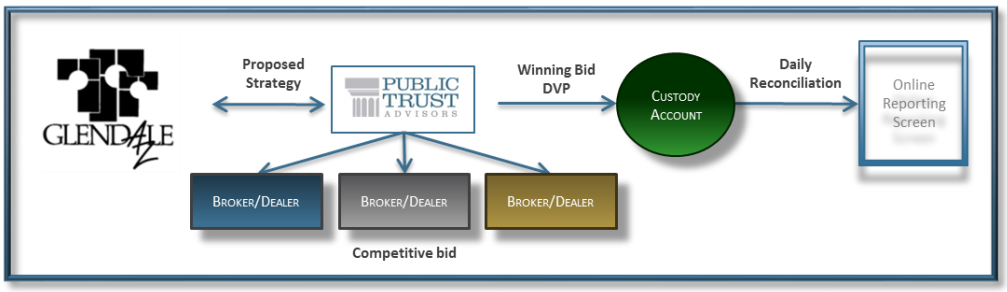
Transactions will be executed based upon approval and in accordance with the established investment strategies and we will coordinate the transaction and settlement process.

- Identify transaction opportunity for the investment program
- Confirm pre-trade compliance and review trade recommendations with the City Finance Director
- Execute trade
- Provide the City with trade ticket via e-mail or physical mail with competitive bid information
- Confirm trade settlement with the City and broker

SECURITY TRADE SETTLEMENT PROCEDURES

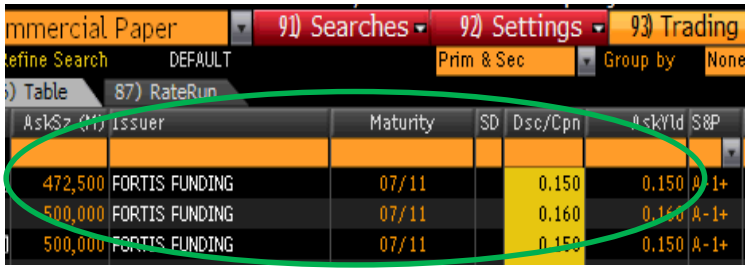
A few of the steps we take that seek to ensure compliant, efficient trades for our portfolios:

- Public Trust maintains procedures for discretionary and non-discretionary accounts that establish appropriate steps before the execution of any transaction
- Public Trust attempts to bid every trade with the goal of achieving optimal pricing
- The selected broker contacted and security transaction is executed
- Trade confirmation is received and electronic trade ticket is generated
- Security and cash position are simultaneously delivered – Delivery Vs. Payment
- Trade ticket provided to custodian with details and reconciliation settlement within the custody account
- Trades are reflected on-line within the Client's portfolio holdings. All portfolio statistics are updated based on previous day's trades to reflect current portfolio characteristics



COMPETITIVE BIDDING PROCESS

Public Trust attempts to bid every trade in accordance with state statutes and the client's investment policy. In addition to being required by Arizona State Statutes and the City's investment policy, we believe competitive bidding provides better pricing which directly impacts the performance of the portfolio. All transaction information is documented and electronic trade tickets will be generated and e-mailed to the City.



Competitive bidding may result in better pricing for transactions and higher yields.

Public Trust's only line of business is providing investment management and advisory services. Therefore, there are no conflicting lines of business or corporate priorities that impact the team's decision making. Public Trust takes a "client first" approach at all times for the security selection for clients' investment portfolios.

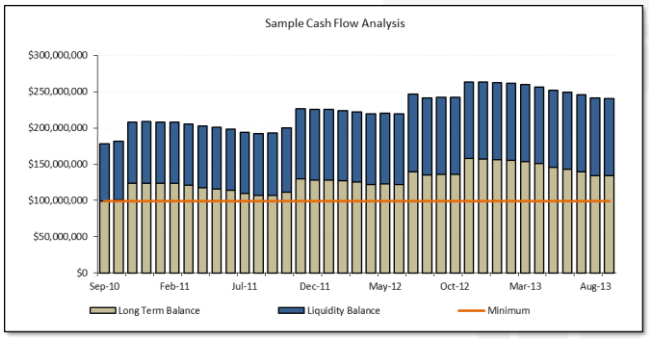
CLIENT RESPONSE TO INQUIRIES AND INFORMATION REQUESTS

For client calls and inquiries, our goal is an immediate response and to provide a solution and or the requested information as soon as possible. Our structure provides for direct communication with several individuals which will be familiar with the City's investment portfolio that begins with the primary relationship managers and portfolio managers, and also includes a dedicated client service representative, access to the credit team and our chief compliance officer.

2.4.2.5 Demonstrate how the firm accommodates fluctuating cash flows and the cash forecasting process;

CASH FLOWS SERVE AS A FOUNDATION FOR PORTFOLIO STRUCTURE AND LIQUIDITY

The City's relationship managers and Public Trust's analytical professionals will request historical information from the City's general ledger with monthly cash and investment balances by fund and/or the general fund, schedules for capital project expenditures and current investment portfolio holdings. We utilize a proprietary cash flow model that incorporates seasonality and estimates increases and decreases in fund balance based on this historical information. Since each public sector entity has unique characteristics, there will be slight differences in timing and types of revenues and expenses. These differences impact the cash flow model output. This information is essential for the development and implementation of an investment program designed to meet the specific needs of the City. Specifically, from identifying assets available for longer term investments, our portfolio managers can recommend a security that may not be appropriate for assets needed for short term investing and may result in an investment with a higher yield versus a comparable short term option.



Similarly, this detailed analysis of historical revenues and expenditures creates the opportunity to construct an efficient investment of the shorter-term funds in a portfolio. Public Trust portfolio managers and investment

professionals have successfully implemented programs that seek to enhance the yield and investment earnings of the portfolios of counties, municipalities, state, special districts and self-insurance pools without increasing the risk profile of their portfolios.

2.4.2.6 Provide samples of reports typically provided and the frequency of reporting. Include methods and formulas used to calculate portfolio return and performance;

COMPREHENSIVE CUSTOMIZED MONTHLY STATEMENTS

Public Trust offers a reporting platform that allows for extensive customization with regard to investment activity within the portfolio as well as with portfolio analytics. Total return calculation is computed in accordance with GIPS and the system also prepares GASB 40 information for annual reporting requirements. As a newly formed investment management firm, Public Trust is in the process of taking the necessary steps to be compliant with GIPS standards in our reporting of historical returns and in the presentation of fixed income composites.

The City's relationship manager will work closely with staff to develop monthly statement reports that meet specified required information as defined in the City's investment policy, as well as directed by staff. Each individual portfolio will have its own statement, as well as a combined assets monthly statement.

The City's monthly statements will contain:

- **Summary of Investment Activity**
  - ✓ Period to period change in market and book value by portfolio and in total
  - ✓ Accrued Interest
  - ✓ Realized/Unrealized Gains and Losses
  - ✓ Performance Measurement (Total and Sector Contribution)
- **Compliance Checks with the Investment Policy and State Statutes**
  - ✓ Asset allocation/Diversity
  - ✓ Duration and Weighted Average Maturity to Final and Effective Dates
- **Detailed Security Level Reports**
- **Holdings**
  - ✓ Transactions
  - ✓ Amortization/Accretion
  - ✓ Issuer Concentration/GASB 40

DETAILED QUARTERLY AND ANNUAL REPORTS

The City's relationship manager will work closely with the City staff to develop monthly, quarterly and annual reports that meet specified required information as defined in the City's investment policy, as well as directed by the staff.

The City's Quarterly and Annual reports will contain:

- **Quarterly/Annual Review**
  - ✓ Market review and impact on portfolio strategy
  - ✓ Discussion on previous and future recommended investment approach
  - ✓ Review of all assets and overall treasury management program
  - ✓ Review cash flow and liquidity needs

- ✓ Confirmation of short and long term investment objectives
- ✓ Formal presentation to the City

- **Summary of Investment Activity**
  - ✓ Period to period change in market and book value by portfolio and in total
  - ✓ Accrued Interest, Realized/Unrealized Gains and Losses
  - ✓ Performance Measurement (Total and Sector Contribution)
- **Compliance Checks with the Investment Policy and State Statutes**
  - ✓ Asset allocation/Diversity
  - ✓ Duration and Weighted Average Maturity to Final and Effective Dates
- **Detailed Security Level Reports**
  - ✓ Holdings
  - ✓ Transactions
  - ✓ Amortization/Accretion
  - ✓ Issuer Concentration/GASB 40

Total Return also = Income Return + Price Return

Total Return:

$$\frac{\text{Ending MV} - (\text{Beg. MV} + \text{Transfers})}{\text{Beg.MV} + \text{Transfers}}$$

Income Return:

$$\frac{\text{Net Income} - \text{Realized Gain Loss}}{\text{Beg MV} + \text{Transfers}}$$

Geometrically Linked Days:

[(1+Day 1 Return)(1+Day 2 Return)*……*(1+Day Nth Return)] – 1*

Price Return:

$$\frac{\text{Change in Unreal Gain Loss} + \text{Realized Gain Loss}}{\text{Beg MV} + \text{Transfers}}$$

Please refer to Appendix E for a copy of a sample monthly statement.

FULLY CUSTOMIZABLE COMPREHENSIVE ONLINE REPORTING PLATFORM

We believe Public Trust offers our clients a comprehensive reporting platform with advanced capabilities that provide required industry standard information. This reporting technology also allows for fully tailored supplemental investment reports that are client specific.

Specific Reporting Capabilities and Characteristics include:

- Password Protected Online Access
- Daily market value for Public Trust managed assets
- Compliant total return calculations
- Daily updated transaction activity
  - ✓ Purchases, Sales, Maturities, MBS Paydowns, Interest Payments
- Detailed securities holding report with CUSIP specific information
  - ✓ Trade date, YTM, coupon, par, original cost, maturity, ratings,
  - ✓ Unrealized/Realized gain loss
- GASB 40 statement disclosure
- Cash flow report detailing upcoming maturities and interest payments

- Compliance reports detailing portfolio holdings vs. permitted
- Accounting reports to supplement internally generated reports
- Quarterly and annual reports include market and economic information
- Daily reconciliation to the custodian

Our quarterly reports are tailored to each client's specific preferences. We will develop a tailored investment report for the City based on our initial investment program review and consultation.

UNIQUE USERNAME AND PIN ACCESS

Our clients who utilize the online reporting system are provided unique usernames and temporary passwords to access their accounts online. If someone forgets to log out of their account they will automatically be logged out after 10 minutes of inactivity. While accessing an account online, only Clearwater based account numbers are visible, not bank or custody account number information. This helps ensure that client information remains safe in the unlikely event that a non-registered user was able access their account information.

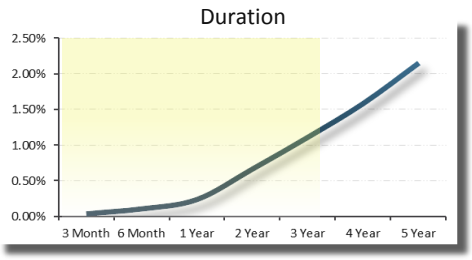
Also, viewing rights and other unique user specifications can be set to allow and disallow certain functions such as report configuration.

2.4.2.7 Describe the types of benchmarks the firm uses and the process used to assist in identifying appropriate industry investment benchmarks for the portfolio.

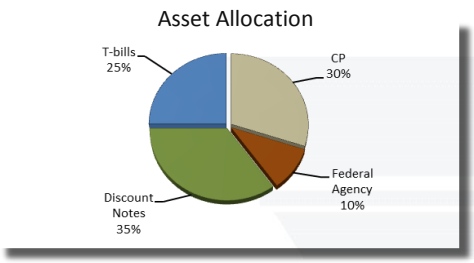
PORTFOLIO MANAGEMENT AND BENCHMARK SELECTION PROCESS

Based on our team's experience working with public funds and given the City's investment policy, we believe the City should use an index such as the 1-3 Year Government & Corporate AA Index.

Ultimately we recommend benchmarks for each portfolio based on the duration target and asset allocation and investment strategy.

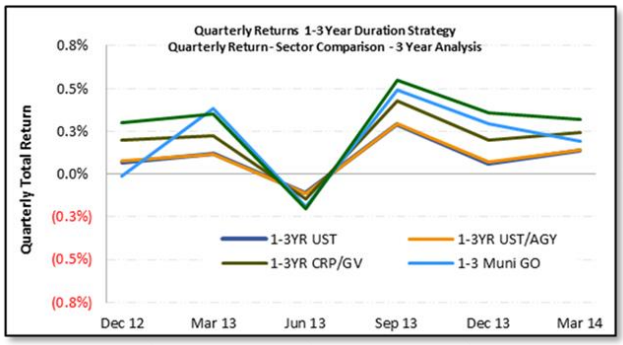


Duration and asset allocation are key components in the selection of the appropriate performance benchmark.



PERFORMANCE BENCHMARK SELECTION AND PORTFOLIO STRATEGY

As the charts below illustrate, sectors and duration strategies perform differently in varying interest rate environments and the correct benchmark is important for an appropriate portfolio performance comparison.



Source: Bloomberg

Since sectors perform differently in various interest rate environments, the appropriate benchmark is important for the proper comparison of portfolio performance versus market performance.

2.4.2.8 Describe assistance firm would provide in reviewing custodial and safekeeping arrangements;

BANKING AND CUSTODY SERVICES RFP CONSULTING

The Public Trust team has extensive experience in working closely with clients to develop and assist in the review of a banking services and custody services request for proposals. Given the changes in the banking industry in recent years, new regulations, and continued advances in technology, many public entities are evaluating current banking and custody relationships and the levels of service provide. Our team of professionals can assist with a review of the current engagement and identify areas that may benefit from new technologies, provide more advantageous deposit agreements and possible price advantages resulting from re-negotiating banking service agreements or as a result of a formal RFP process. This service would be included as part of our overall investment advisory services.

2.4.2.9 Describe the type and frequency of credit analysis provided on security issuers and financial institutions;

CREDIT REVIEW PROCESS

The Public Trust credit team continuously monitors and updates the approved securities list. The lists and individual credits are reviewed regularly by a credit committee comprised of the credit team, the portfolio management team, the Chief Compliance Officer and one person from the investment advisory team. At a minimum each credit is fully reviewed with a comprehensive written report at least annually. For credits on which there is news, the reviews happen much more frequently. Currently, Sheila Duffy serves as the representative from the investment advisory team and has served on the credit committee since its inception.

Chris Toney, Director, Head of Credit Research, will serve as the City's primary contact for credit related inquiries. The City will also have direct access to two portfolio Managers, Randy Palomba, CFA, Managing Director of Portfolio Management and Neil Waud, CFA, Director and Senior Portfolio Manager. The analysts that cover our universe of suitable investments maintain over 50 years of combined experience. Our process involves utilizing market and macro condition observations to see where opportunities lie to improve yield within the risk parameters. This creates a list of suggested names to research. Our credit analysts then perform fundamental analysis on the suggested list of companies. They utilize company financial statements and their experience in analyzing certain metrics around these financials.

The fundamental analysis includes:

- **Profitability metrics** - Returns on equity and assets; margins; segment profitability; and the reliability on certain types of revenues are metrics used to gather a sense for the volatility in earnings and margins.
- **Capital levels** – Tier one capital ratios; debt to assets; debt to equity; free cash flow debt coverage. This gives the analysts a comprehension of the cushions within the companies' balance sheets for the inevitable downturn in their operating environment. The analysis allows them to gather insight into the absolute levels of cushion and the levers that are available for the management team to weather the downturn in business.
- **Liquidity** – EBIT to interest expense; Cash flow to interest expense; loans to deposits; liquid assets to total assets; debt to free cash flow are examples of liquidity metrics. The analysis provides understanding of the liquidity within the financial statements of the companies. A thoughtful analysis of the liquidity of the securities that Public Trust is contemplating purchasing is also performed, including number of dealers on a program or name, frequency of trades and bid ask spread analysis.
- **Asset quality** – non-performing loans to gross loans; net charge-offs to total loans; loan loss reserve to non-performing loans; non-performing loans to total assets; loan loss reserve to net charge offs are examples.

This area is analyzed to assess the ability of management to underwrite their balance sheet and prepare for any problem assets.

The analysts utilize S&P's product, Capital IQ to gather the financial information, as well as monitor ratings and news alerts on the specific credits. They also use NRSRO credit research, Bloomberg, external credit research platforms, company websites for financials and reporting events, and the general media for their analysis.

The analysts also observe the global and domestic macroeconomic environment as well as the competitive environment for the companies being analyzed to determine suitability for the investments. The analysis focuses on performance, given the business cycle, as well as the changing legal and regulatory environments that the companies operate within. There are constant reviews of issuer concentrations and the NRSRO ratings of the companies as well. There is continuous dialogue amongst the credit committee members regarding all of the factors listed above, fundamental, market and macro environments. Lastly, every credit is vetted before the committee and consensus must be unanimous to add the name to the appropriate approved list.

2.4.2.10 Describe the training and education services that are provided to staff;

TRAINING OPPORTUNITIES

Public Trust will provide the City staff with considerable resources for training and education. We believe that a knowledgeable staff is essential to a successful investment program. Several of our professionals have extensive experience in fixed income asset management and regularly provide training and presentations for several governmental professional organizations related to the investment and treasury management of public funds. For our formal training sessions, we also include external professionals that cover several treasury management related topics including Certified Public Accounting firms to cover recent GASB pronouncements, ratings agencies, arbitrage rebate consultants, and government professionals to provide a peer to peer discussion on industry accepted best practices.

Public Trust is committed to the training and education of our clients and the Public Sector in general. We believe that this is a key component of the success of any investment program. We develop training programs based on current events, recent and upcoming GASB statements, and a variety of important topics related to the treasury management function including the development and implementation of an investment policy, implementing investment strategies, cash flow analysis, the roles within treasury management, banking services, auditing, arbitrage, bond proceeds investment strategies and economic updates. Our approach to our training programs is to utilize professionals within each topic of the agenda which will include Public Trust professionals as well as experienced presenters within other areas of public finance including government bankers, auditors and actuaries for pension related topics. We will design a tailored program for the City based on the specific areas of focus. Public Trust will commit to provide CPE training to the City staff on site if convenient.

Public Trust hosts a complementary investment training that includes guest speakers with significant experience in their respective fields related to the investment and treasury functions for public funds.

DISTANCE LEARNING

In addition to our onsite training, formal investment seminars, and training through various Government Finance Officers Association sponsored conferences we also hold several webinars during the year on various topics. As with our in person training sessions, we often include professionals from various industries to discuss relevant events that may impact not just the investment program, but also other functions as well, including accounting banking and other topics. As we become aware, we will also notify staff of upcoming GFOA webinars in the areas where we serve when available.

2.4.2.11 Describe the firm's communication plan for keeping the city informed and advised of market changes and investment strategies;

FORMAL QUARTERLY REVIEWS AND ON GOING COMMUNICATION

We recommend the City's primary relationship manager meet with the City's Finance Officer and staff on a quarterly basis at a minimum. We also recommend period conference calls to discuss market events, interest rates, and other factors that have an impact on the strategy of the City's investment program. During the meeting Public Trust's investment advisory professionals will incorporate an analysis of current market and economic conditions as part of their discussion, explaining the rationale for each portfolio transaction. This discussion is an essential aspect of communicating the portfolio strategy with clients. Public Trust also provides our clients with comprehensive reporting, analysis, and fixed income specific charts to illustrate the investment strategy(s) employed for the each client's investment portfolio(s) on a monthly and quarterly basis. Finally, the Public Trust website is a hub for current information. The portfolio managers and research team provide market commentary via the Public Trust blog. (http://blog.publictrustadvisors.com/blog/).

Please see the Sample Market Update included in Appendix G of this proposal.

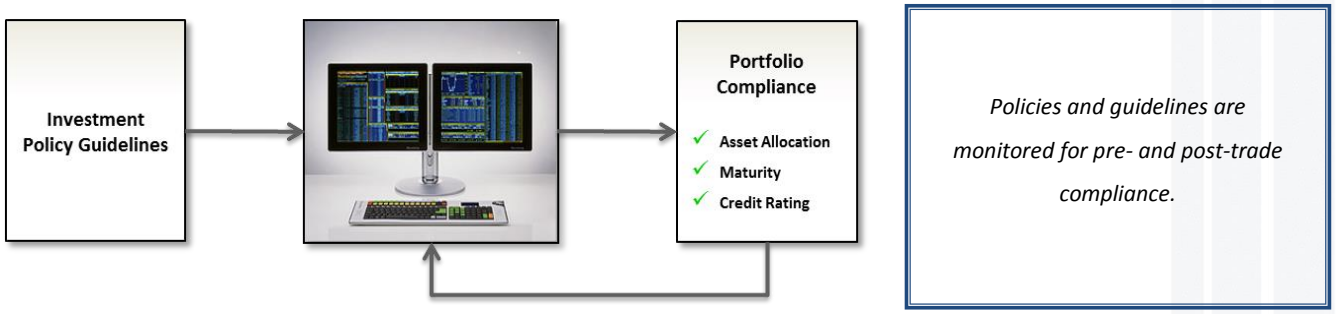
RESOURCE FOR INFORMATION AND ADVICE

The Public Trust team that would serve the City will be readily available to provide information and resources to the City. As investment advisor, we would serve as an extension of staff and provide support for all treasury and investment related functions. The City will have direct lines of communication to several professionals that will respond with requested information as quickly as possible. Also, we have strong relationships with professionals that work with governmental entities serving various roles (actuaries, auditors, etc.) and would facilitate communication with the City staff as appropriate.

2.4.2.12 Describe how the firm will ensure it continually adheres to the City's Investment Policy.

INVESTMENT POLICY STATEMENT COMPLIANCE REVIEW

Public Trust's investment professionals have a deep understanding of the primary objective of a **safety first approach for the investment of public funds**. We apply this knowledge to the development of each client's investment policy statement. As an initial step in our relationship with the client, we seek to understand the particular goals of the client's treasury management program and construct a policy that is compliant with state and local laws, is in line with the risk tolerances of the client and meets minimum requirements in the areas of asset allocation and maturity requirements, reporting, benchmarking, establishing roles and responsibilities, internal controls and investment procedures and competitive selection of investments.



Appendix A

CHRIS M. DEBOW, MANAGING DIRECTOR, INVESTMENT ADVISORY SERVICES
CHRIS.DEBOW@PUBLICTRUSTADVISORS.COM

Chris has more than 15 years of investment experience assisting public clients nationwide with their investment management needs. He has a broad knowledge base of state statutes governing public funds investing and regularly works with clients to create custom investment solutions for operating funds, construction funds, reserve funds, capitalized interest funds, debt service funds, sinking funds, and self-insurance funds among others. Chris also specializes in assisting underlying issuers who implement conduit issue financings; these complex investment solutions are typically governed by state statutes, trust indentures, bond covenants and IRS Safe Harbor Regulations. In addition to his experience as an investment advisor, he has assisted a number of entities with their escrow defeasance portfolios, flexible repurchase agreements, guaranteed investment contracts and forward-delivery agreements. Prior to joining Public Trust in 2013, Chris served as Managing Director of RBC Public Fund Services, managing public fund sales and servicing nationwide. In addition to his management responsibilities, Chris founded RBC's public fund investment practice in Arizona. Chris is well versed in creating investment solutions in compliance with Arizona State Statutes. Prior to joining RBC, Chris served as Director of Institutional Services for Seasongood Asset Management, acquired by RBC in 2007. Chris has a BA in Economics from the University of Rio Grande and an MBA in Finance from Xavier University. He previously held NASD licenses Series 6, 3, 30, and 65.

SHEILA A. DUFFY, DIRECTOR, INVESTMENT ADVISORY SERVICES
SHEILA.DUFFY@PUBLICTRUSTADVISORS.COM

Sheila focuses on client relations and advisory work. In addition to serving clients, Sheila serves on Public Trust's credit committee as a voting member. She has significant experience in public funds and investment management.

Sheila began her career in the mid-1980s as an analyst covering the banking industry: first for the Federal Reserve Bank of New York; then for Standard & Poor's on the fixed income side; and finally for Davis Funds as a buy-side bank equity analyst. She then applied her knowledge of finance to capital markets to work with a major commercial real estate developer where she structured Public Private Partnership financing for infrastructure projects. Sheila's work with Public Private Partnership financing introduced her to the public sector, where she gained critical knowledge of public policy, process, governance and tax strategy.

As the Director of Finance for the Mesa del Sol development in Albuquerque, Ms. Duffy was instrumental in creating public private partnerships for funding infrastructure. In this capacity, she presented highly complex financial models to the City Councils, County Commissions, and state oversight committees such as New Mexico Finance Authority, the State Board of Finance and the New Mexico Legislature. This role and her comfort in working with public bodies ultimately led to becoming an employee of the State of New Mexico.

In 2009, Sheila was appointed Chief Investment Officer by the New Mexico State Treasurer. In her role as CIO, she was in charge of managing investment portfolios of the State's general funds and bond proceeds, in addition to the Local Government Investment Pool (LGIP). Also, as CIO, Sheila was very active in presenting to other New Mexico investment professionals at events around the state. Ms. Duffy presented at events such as: the New Mexico Municipal League (NMML) state-wide legislative presentations; the New Mexico Association of Counties (NMAC), County Treasurers Affiliate meetings; the New Mexico Department of Finance and Administration/Local Government Division annual meeting; the New Mexico Government Finance Officers Association (GFOA) annual conference; and, of course, the gathering which she hosted annually, the Local Government Investment Pool (LGIP) conference.

Sheila graduated with a Bachelor of Arts (BA) from Colby College and holds Master of Business Administration (MBA) degree from New York University's Stern School of Business.

Karen Proctor
Marketing Director
Karen.Proctor@publictrustadvisors.com
Karen has an extensive background working with public sector clients for over 16 years. She has worked closely with state and local government entities throughout the southwestern United States and provided arbitrage rebate compliance services to tax-exempt entities nationwide for over 14 years. Karen joined Public Trust Advisors, LLC in November 2012 in a business development role. Her responsibilities currently encompass a focus on separately managed accounts for public entities, business development, client relations and customer service throughout the southwest. In her previous position at BLX Group LLC, Karen was responsible for business development throughout the Southwest with states, cities and school districts and other municipal and public agencies. She has significant experience preparing the actual arbitrage calculations for numerous tax-exempt obligors and has produced well over 2,000 of these analyses. In addition to arbitrage calculations, she assisted clients with their post-issuance compliance requirements. Additional career responsibilities include client education activities, developing formal proposal responses, contract preparations and client liaison for all consulting engagements.

NEIL WAUD, CFA, DIRECTOR, SENIOR PORTFOLIO MANAGEMENT
NEIL.WAUD@PUBLICTRUSTADVISORS.COM
Neil Waud is the Senior Portfolio Manager and joined Public Trust shortly after the founding. He is responsible for the separately managed account program for Public Trust and serves as a primary portfolio manager. Prior to joining Public Trust, Mr. Waud served as a senior portfolio manager for Cutwater Asset Management where he was responsible for managing separately managed accounts nationally and providing support in the management of several Local Government Investment Pools since 1995. Mr. Waud's investment experience includes overnight to longer term duration strategies for public funds. Mr. Waud graduated from the University of Colorado with a Bachelor of Arts in Economics and holds the designation of Chartered Financial Analyst.

CHRIS TONEY, DIRECTOR, HEAD OF CREDIT RESEARCH
CHRIS.TONEY@PUBLICTRUSTADVISORS.COM
Mr. Toney serves on the Public Trust credit committee and is dedicated to researching innovative asset management solutions for Public Trust's public sector clients. Chris has significant experience, and has held a wide variety of roles within the public funds and investment management marketplace. Mr. Toney began his career as a trader for Janus Capital where he focused on money market, equity, fixed income and institutional funds totaling more than $80 billion under management. He was promoted and served as the senior fixed-income analyst concentrating on an array of banks, corporates, repurchase agreements and asset backed commercial paper programs from the credit perspective. From 2009 to 2011, Chris served as the Director of Research for Arrowhead Credit Research in Denver (providing corporate and municipal treasurers, and small asset management firms with short duration credit research and market updates). He would then rejoin Janus Capital as Compliance Manager in their fixed-income investment space, ensuring investment policy and 40 Act regulations were up to standard. Chris graduated with a Bachelor of Arts (BA) in economics from The University of Colorado in Boulder and has attended the Kellogg Business School at Northwestern for a credit and equity analysis executive education program.

TODD ALTON, VICE PRESIDENT CREDIT ANALYST
TODD.ALTON@PUBLICTRUSTADVISORS.COM
Mr. Alton is a Vice President in the Credit Research division of Public Trust and serves as a member of the credit committee. Todd is charged with performing deep-dive credit analysis on the current and prospective holdings of Public Trust's managed investment book. Mr. Alton has both public and private sector credit analysis and investment management experience, having worked for the Federal Deposit Insurance

Corporation (FDIC) and Federal Reserve Bank (FRB), as well as publicly-traded and privately-held investment banks. Todd began his career as a taxable fixed-income trader for CCB Corp, where he focused on executing Federal Agency callable, mortgage-backed, and CMO trades. He was subsequently promoted to several different positions, including be appointed to portfolio manager of the subsidiary bank investment portfolio. Mr. Alton also served as a Vice President in the structured finance unit at Piper Jaffray, and in 2008 was hired to run the commercial mortgage-backed securities (CMBS) workout unit for a private real estate capital markets company, now owned by Cantor Fitzgerald. From 2010 to mid-2014, Todd worked in the bank regulatory arena where he was commissioned by both the FDIC and FRB to legally conduct financial institution inspections and examinations. During his tenure with the FDIC, Mr. Alton also served as a fraud examiner during failed bank closings. Todd graduated with a Bachelor of Business Administration (BBA) in finance and a minor in economics from The University of Arkansas, has held numerous NASD licenses, and is currently a CFA Level III candidate.

BARRY HOWSDEN, CHIEF COMPLIANCE OFFICER AND DIRECTOR OF ACCOUNTING AND OPERATIONS

BARRY.HOWSDEN@PUBLICTRUSTADVISORS.COM

Barry Howsden is the Director of Accounting and Operations and Chief Compliance Officer for Public Trust. His role at Public Trust encompasses oversight of the accounting and client services aspects as it relates to the COLOTRUST portfolios and all separately managed accounts. He is also responsible for all compliance matters as it relates to Public Trust and the underlying investment products. Prior to joining Public Trust, he worked as a Vice President for Cutwater Asset Management where he managed the accounting and/or client services group for numerous Pool products. Additional roles entailed compliance aspects, accounting and client servicing for several separately managed products at Cutwater Asset Management. He has over 15 years of experience in various positions tied to mutual funds, investment accounting and client servicing. Barry holds a Bachelor of Arts with emphasis in Managerial Accounting and Finance from Colorado State University.

JEN GOSSELIN, ASSISTANT VICE PRESIDENT OF OPERATIONS AND ACCOUNTING

JEN.GOSSELIN@PUBLICTRUSTADVISORS.COM

Jen Gosselin is an Assistant Vice President of Operations and Accounting for Public Trust. Ms. Gosselin brings 17 years of industry experience in fixed income securities for local government entities and servicing local government investment pools. Prior to joining Public Trust, Mrs. Gosselin served with Cutwater Asset Management in an investment compliance role and was responsible documenting and implementing investment policy guidelines for a variety of entities. In addition to her compliance role Jen has extensive experience with trade settlement, repurchase agreements, portfolio oversight and accounting operations. Jen is a graduated from Columbia College with a Bachelors of Science in Accounting.

THOMAS D. JORDAN, CHIEF EXECUTIVE OFFICER

THOMAS.JORDAN@PUBLICTRUSTADVISORS.COM

Mr. Jordan is the President of Public Trust Advisors, LLC. Public Trust which was founded by a team of experienced investment professionals with a singular concentration to provide relationship-focused, fixed income only investment strategies to our clients.

Prior to joining the firm, Mr. Jordan was the managing director and head of sales and marketing for Cutwater Asset Management, formerly MBIA Asset Management, a diversified $50 billion investment management firm. Mr. Jordan joined the fledging firm in 1991 to help develop more efficient investment programs for state and local governments in order to effectively manage their operating cash and bond proceeds. With over two decades of financial services expertise, Mr. Jordan and his team were responsible for marketing, selling and securing tens of billions of dollars across a broad spectrum of products. Throughout his leadership, he provided nationwide sales management, forward thinking, marketing direction, and strategic counsel which lead the firm to nationwide expansion and profitability.

Mr. Jordan began his financial career in banking working with a myriad of Fortune 500 clients in New York and nationally as a securities specialist, a commercial paper department manager, and a corporate cash management marketing officer. He holds an MBA from Fordham University and earned degrees from Mercy College and the University of New Hampshire. Mr. Jordan is Series 65 Registered Investment through the NASD.

GREG WRIGHT, PRESIDENT

GREG.WRIGHT@PUBLICTRUSTADVISORS.COM

Mr. Wright serves as the primary manager with responsibility for strategic client relationships, overall firm operations, compliance, client services, operations and sales and marketing. For over a decade, he has served as COLOTRUST Administrator and previously served as manager and administrator for four other local government investment pools (LGIPs). Mr. Wright heads-up the firm's cash management and local government investment pool product-lines. He holds a Bachelor of Arts (BA) and Masters of Arts (MA) from West Virginia University.

RANDY PALOMBA, CFA, CHIEF FINANCIAL OFFICER

RANDY.PALOMBA@PUBLICTRUSTADVISORS.COM

Randy Palomba is a founding member of Public Trust and is the Chief Financial Officer and Head of Portfolio Management. Mr. Palomba has been managing public funds investments since 1983. He has also been the lead portfolio manager for COLOTRUST since 1996. Prior to founding Public Trust, Mr. Palomba served as portfolio manager for Cutwater Asset Management where he was responsible for managing multiple Local Government Investment Pools including COLOTRUST PLUS+ and COLOTRUST PRIME, Texas CLASS and TrustINdiana. His investment experience includes overnight to longer term duration strategies for public funds. Mr. Palomba graduated from Western State College with a Bachelor of Arts in Accounting and holds the designation of Chartered Financial Analyst.

THOMAS N. TIGHT II, MANAGING DIRECTOR

TOM.TIGHT@PUBLICTRUSTADVISORS.COM

Tom Tight joined Public Trust in April of 2012. Mr. Tight has more than 17 years of investment management and public funds finance experience. His responsibilities include business development, investor relations and client services. He is responsible for client servicing and consultant relations and works closely with our clients' staff to provide analytical resources including cash flow analysis, portfolio strategy recommendations and investment report modeling. He will also serve as liaison between the client and the portfolio management team.

Prior to joining Public Trust, Mr. Tight worked at Cutwater Asset Management since July 2002. Prior to joining Cutwater, Mr. Tight worked on the fixed income desks for both UBS PaineWebber and A.G. Edwards & Sons. His specific areas of expertise include fixed income portfolio management, structured fixed income products, and public finance transactions. Mr. Tight received both his bachelor's degree and his master's degree from St. Louis University. He is both Series 7 and 63 registered through the Financial Industry Regulatory Authority (FINRA) and is currently a Level Three candidate for the designation of Chartered Financial Analyst (CFA).

JOHN F. GRADY, III, CTP, MANAGING DIRECTOR

JOHN.GRADY@PUBLICTRUSTADVISORS.COM

John Grady, CTP is responsible for investment advisory services and analytics and manages the client relationship function for Public Trust. Mr. Grady has more than 15 years of government, investment management and public finance experience.

Prior to joining Public Trust, Mr. Grady worked as an asset manager and financial advisor with Cutwater Asset Management where he held the position of Vice President for investment advisory and client relationships for government and institutional clients. Mr. Grady was also a senior managing consultant for PFM Asset

Management LLC wherein addition to serving as the primary relationship manager for many investment advisory clients, he developed and enhanced client specific investment and cash flow models. He also served as the Fiscal Administrator for Orange County, Florida. Mr. Grady's specific areas of expertise include providing technical and analytical resources, development of portfolio strategies, and public finance transactions and developing customized cash flow and investment reports. Mr. Grady received a bachelor's degree with Majors in Finance and Insurance and a Minor in Economics from the University of Florida. He also earned a Master of Business Administration degree from the University of Florida's Warrington College of Business. He is Series 7 registered through the Financial Industry Regulatory Authority (FINRA) and holds the designation of Certified Treasury Professional (CTP) through the Association for Financial Professionals.

Appendix B

FORM ADV

OMB: 3235-0049

UNIFORM APPLICATION FOR INVESTMENT ADVISER REGISTRATION

Primary Business Name: PUBLIC TRUST ADVISORS, LLC	IARD/CRD Number: 159189
	Rev. 10/2012

WARNING: Complete this form truthfully. False statements or omissions may result in denial of your application, revocation of your registration, or criminal prosecution. You must keep this form updated by filing periodic amendments. See Form ADV General Instruction 4.

Item 1 Identifying Information

Responses to this Item tell us who you are, where you are doing business, and how we can contact you.

A. Your full legal name (if you are a sole proprietor, your last, first, and middle names):
PUBLIC TRUST ADVISORS, LLC

B. Name under which you primarily conduct your advisory business, if different from Item 1.A.:
PUBLIC TRUST ADVISORS, LLC

List on Section 1.B. of Schedule D any additional names under which you conduct your advisory business.

C. If this filing is reporting a change in your legal name (Item 1.A.) or primary business name (Item 1.B.), enter the new name and specify whether the name change is of
☐ your legal name or ☐ your primary business name:

D. (1) If you are registered with the SEC as an investment adviser, your SEC file number: **801-72782**

(2) If you report to the SEC as an *exempt reporting adviser*, your SEC file number:

E. If you have a number ("*CRD* Number") assigned by the *FINRA's CRD* system or by the IARD system, your *CRD* number: **159189**

If your firm does not have a *CRD* number, skip this Item 1.E. Do not provide the *CRD* number of one of your officers, *employees*, or affiliates.

F. *Principal Office and Place of Business*

(1)Address (do not use a P.O. Box):

Number and Street 1:		Number and Street 2:	
999 18TH STREET		SUITE 1230	
City:	State:	Country:	ZIP+4/Postal Code:
DENVER	Colorado	UNITED STATES	80202

If this address is a private residence, check this box: ☐

List on Section 1.F. of Schedule D any office, other than your *principal office and place of business*, at which you conduct investment advisory business. If you are applying for registration, or are registered, with one or more state securities authorities, you must list all of your offices in the state or states to which you are applying for registration or with whom you are registered. If you are applying for SEC registration, if you are registered only with the

SEC, or if you are reporting to the SEC as an *exempt reporting adviser*, list the largest five offices in terms of numbers of *employees*.

(2)Days of week that you normally conduct business at your *principal office and place of business:*
(●) Monday - Friday ( ) Other:

Normal business hours at this location:
7:30 AM - 4:00 PM MST

(3)Telephone number at this location:
303-295-0777

(4)Facsimile number at this location:
303-292-3492

G. Mailing address, if different from your *principal office and place of business* address:

Number and Street 1: Number and Street 2:
City: State: Country: ZIP+4/Postal Code:

If this address is a private residence, check this box: ☐

H. If you are a sole proprietor, state your full residence address, if different from your *principal office and place of business* address in Item 1.F.:

Number and Street 1: Number and Street 2:
City: State: Country: ZIP+4/Postal Code:

	Yes	No
I. Do you have one or more websites?	(●)	( )

If "yes," list all website addresses on Section 1.I. of Schedule D. If a website address serves as a portal through which to access other information you have published on the web, you may list the portal without listing addresses for all of the other information. Some advisers may need to list more than one portal address. Do not provide individual electronic mail (e-mail) addresses in response to this Item.

J. Provide the name and contact information of your Chief Compliance Officer: If you are an *exempt reporting adviser*, you must provide the contact information for your Chief Compliance Officer, if you have one. If not, you must complete Item 1.K. below.

Name: Other titles, if any:
Telephone number: Facsimile number:
Number and Street 1: Number and Street 2:
City: State: Country: ZIP+4/Postal Code:

Electronic mail (e-mail) address, if Chief Compliance Officer has one:

K. Additional Regulatory Contact Person: If a person other than the Chief Compliance Officer is authorized to receive information and respond to questions about this Form ADV, you may provide that information here.

Name: Titles:
Telephone number: Facsimile number:
Number and Street 1: Number and Street 2:

City: State: Country: ZIP+4/Postal Code:

Electronic mail (e-mail) address, if contact person has one:

		Yes	No
L.	Do you maintain some or all of the books and records you are required to keep under Section 204 of the Advisers Act, or similar state law, somewhere other than your *principal office and place of business*?	○	◉

If "yes," complete Section 1.L. of Schedule D.

		Yes	No
M.	Are you registered with a *foreign financial regulatory authority*?	○	◉

Answer "no" if you are not registered with a *foreign financial regulatory authority*, even if you have an affiliate that is registered with a *foreign financial regulatory authority*. If "yes," complete Section 1.M. of Schedule D.

		Yes	No
N.	Are you a public reporting company under Sections 12 or 15(d) of the Securities Exchange Act of 1934?	○	◉

If "yes," provide your CIK number (Central Index Key number that the SEC assigns to each public reporting company):

		Yes	No
O.	Did you have $1 billion or more in assets on the last day of your most recent fiscal year?	○	◉

P. Provide your *Legal Entity Identifier* if you have one:

A *legal entity identifier* is a unique number that companies use to identify each other in the financial marketplace. In the first half of 2011, the *legal entity identifier* standard was still in development. You may not have a *legal entity identifier*.

Item 2 SEC Registration/Reporting

Responses to this Item help us (and you) determine whether you are eligible to register with the SEC. Complete this Item 2.A. only if you are applying for SEC registration or submitting an *annual updating amendment* to your SEC registration.

A. To register (or remain registered) with the SEC, you must check **at least one** of the Items 2.A.(1) through 2.A.(12), below. If you are submitting an *annual updating amendment* to your SEC registration and you are no longer eligible to register with the SEC, check Item 2.A.(13). Part 1A Instruction 2 provides information to help you determine whether you may affirmatively respond to each of these items.

You (the adviser):

☑ (1) are a **large advisory firm** that either:

(a) has regulatory assets under management of $100 million (in U.S. dollars) or more, or

(b) has regulatory assets under management of $90 million (in U.S. dollars) or more at the time of filing its most recent *annual updating amendment* and is registered with the SEC;

☐ (2) are a **mid-sized advisory firm** that has regulatory assets under management of $25 million (in U.S. dollars) or more but less than $100 million (in U.S. dollars) and you are either:

(a) not required to be registered as an adviser with the *state securities authority* of the state where you maintain your *principal office and place of business*, or

(b) not subject to examination by the *state securities authority* of the state where you maintain your *principal office and place of business*;

Click **HERE** for a list of states in which an investment adviser, if registered, would not be subject to examination by the *state securities authority*.

☐ (3) have your *principal office and place of business* **in Wyoming** (which does not regulate advisers);

☐ (4) have your *principal office and place of business* **outside the United States**;

☐ (5) are **an investment adviser (or sub-adviser) to an investment company** registered under the Investment Company Act of 1940;

☐ (6) are **an investment adviser to a company which has elected to be a business development company** pursuant to section 54 of the Investment Company Act of 1940 and has not withdrawn the election, and you have at least $25 million of regulatory assets under management;

☐ (7) are a **pension consultant** with respect to assets of plans having an aggregate value of at least $200,000,000 that qualifies for the exemption in rule 203A-2(a);

☐ (8) are a **related adviser** under rule 203A-2(b) that *controls*, is *controlled* by, or is under common *control* with, an investment adviser that is registered with the SEC, and your *principal office and place of business* is the same as the registered adviser;

If you check this box, complete Section 2.A.(8) of Schedule D.

☐ (9) are a **newly formed adviser** relying on rule 203A-2(c) because you expect to be eligible for SEC registration within 120 days;

If you check this box, complete Section 2.A.(9) of Schedule D.

☐ (10) are a **multi-state adviser** that is required to register in 15 or more states and is relying on rule 203A-2(d);

If you check this box, complete Section 2.A.(10) of Schedule D.

☐ (11) are an **Internet adviser** relying on rule 203A-2(e);

☐ (12) have **received an SEC order** exempting you from the prohibition against registration with the SEC;

If you check this box, complete Section 2.A.(12) of Schedule D.

☐ (13) are **no longer eligible** to remain registered with the SEC.

State Securities Authority Notice Filings* and State Reporting by *Exempt Reporting Advisers

C. Under state laws, SEC-registered advisers may be required to provide to *state securities authorities* a copy of the Form ADV and any amendments they file with the SEC. These are called *notice filings*. In addition, *exempt reporting advisers* may be required to provide *state securities authorities* with a copy of reports and any amendments they file with the SEC. If this is an initial application or report, check the box(es) next to the state(s) that you would like to receive notice of this and all subsequent filings or reports you submit to the SEC. If this is an amendment to direct your *notice filings* or reports to additional state(s), check the box(es) next

to the state(s) that you would like to receive notice of this and all subsequent filings or reports you submit to the SEC. If this is an amendment to your registration to stop your *notice filings* or reports from going to state(s) that currently receive them, uncheck the box(es) next to those state(s).

Jurisdictions

☐ AL	☐ ID	☐ MO	☐ PA
☐ AK	☐ IL	☐ MT	☐ PR
☐ AZ	☐ IN	☐ NE	☐ RI
☐ AR	☐ IA	☐ NV	☐ SC
☐ CA	☐ KS	☐ NH	☐ SD
☑ CO	☐ KY	☐ NJ	☐ TN
☑ CT	☐ LA	☑ NM	☑ TX
☐ DE	☐ ME	☐ NY	☐ UT
☐ DC	☐ MD	☐ NC	☐ VT
☑ FL	☐ MA	☐ ND	☐ VI
☐ GA	☑ MI	☑ OH	☐ VA
☐ GU	☐ MN	☐ OK	☐ WA
☐ HI	☐ MS	☐ OR	☐ WV
			☐ WI

If you are amending your registration to stop your *notice filings* or reports from going to a state that currently receives them and you do not want to pay that state's *notice filing* or report filing fee for the coming year, your amendment must be filed before the end of the year (December 31).

Item 3 Form of Organization

A. How are you organized?

- ○ Corporation
- ○ Sole Proprietorship
- ○ Limited Liability Partnership (LLP)
- ○ Partnership
- ◉ Limited Liability Company (LLC)
- ○ Limited Partnership (LP)
- ○ Other (specify):

If you are changing your response to this Item, see Part 1A Instruction 4.

B. In what month does your fiscal year end each year?

DECEMBER

C. Under the laws of what state or country are you organized?

State Country

Colorado UNITED STATES

If you are a partnership, provide the name of the state or country under whose laws your partnership was formed. If you are a sole proprietor, provide the name of the state or country where you reside.

If you are changing your response to this Item, see Part 1A Instruction 4.

Item 4 Succession

	Yes	No
A. Are you, at the time of this filing, succeeding to the business of a registered investment adviser?	○	◉

If "yes", complete Item 4.B. and Section 4 of Schedule D.

B. Date of Succession: (MM/DD/YYYY)

If you have already reported this succession on a previous Form ADV filing, do not report the succession again. Instead, check "No." See Part 1A Instruction 4.

Item 5 Information About Your Advisory Business - Employees, Clients, and Compensation

Responses to this Item help us understand your business, assist us in preparing for on-site examinations, and provide us with data we use when making regulatory policy. Part 1A Instruction 5.a. provides additional guidance to newly formed advisers for completing this Item 5.

Employees

If you are organized as a sole proprietorship, include yourself as an *employee* in your responses to Item 5.A. and Items 5.B.(1), (2), (3), (4), and (5). If an *employee* performs more than one function, you should count that *employee* in each of your responses to Items 5.B.(1), (2), (3), (4), and (5).

A. Approximately how many *employees* do you have? Include full- and part-time *employees* but do not include any clerical workers.

19

B. (1) Approximately how many of the *employees* reported in 5.A. perform investment advisory functions (including research)?

3

(2) Approximately how many of the *employees* reported in 5.A. are registered representatives of a broker-dealer?

0

(3) Approximately how many of the *employees* reported in 5.A. are registered with one or more *state securities authorities* as *investment adviser representatives*?

2

(4) Approximately how many of the *employees* reported in 5.A. are registered with one or more *state securities authorities* as *investment adviser representatives* for an investment

adviser other than you?

0

(5) Approximately how many of the *employees* reported in 5.A. are licensed agents of an insurance company or agency?

0

(6) Approximately how many firms or other *persons* solicit advisory *clients* on your behalf?

0

In your response to Item 5.B.(6), do not count any of your *employees* and count a firm only once – do not count each of the firm's *employees* that solicit on your behalf.

Clients

In your responses to Items 5.C. and 5.D. do not include as *"clients"* the investors in a *private fund* you advise, unless you have a separate advisory relationship with those investors.

C. (1) To approximately how many *clients* did you provide investment advisory services during your most recently completed fiscal year?

○ 0 ◉ 1-10 ○ 11-25

○ 26-100 ○ More than 100

If more than 100, how many?
(round to the nearest 100)

(2) Approximately what percentage of your *clients* are non-*United States persons*?

0%

D. For purposes of this Item 5.D., the category "individuals" includes trusts, estates, and 401(k) plans and IRAs of individuals and their family members, but does not include businesses organized as sole proprietorships. The category "business development companies" consists of companies that have made an election pursuant to section 54 of the Investment Company Act of 1940. Unless you provide advisory services pursuant to an investment advisory contract to an investment company registered under the Investment Company Act of 1940, check "None" in response to Item 5.D.(1)(d) and do not check any of the boxes in response to Item 5.D.(2)(d).

(1) What types of *clients* do you have? Indicate the approximate percentage that each type of *client* comprises of your total number of *clients*. If a *client* fits into more than one category, check all that apply.

	None	Up to 10%	11-25%	26-50%	51-75%	76-99%	100%
(a) Individuals (other than *high net worth individuals*)	◉	○	○	○	○	○	○
(b) *High net worth individuals*	◉	○	○	○	○	○	○
(c) Banking or thrift institutions	◉	○	○	○	○	○	○
(d) Investment companies	◉	○	○	○	○	○	○
(e) Business development companies	◉	○	○	○	○	○	○
(f) Pooled investment vehicles (other than investment companies)	◉	○	○	○	○	○	○

(g) Pension and profit sharing plans (but not the plan participants)	◉	○	○	○	○	○	○
(h) Charitable organizations	◉	○	○	○	○	○	○
(i) Corporations or other businesses not listed above	◉	○	○	○	○	○	○
(j) State or municipal *government entities*	○	○	○	○	○	○	◉
(k) Other investment advisers	◉	○	○	○	○	○	○
(l) Insurance companies	◉	○	○	○	○	○	○
(m) Other:	◉	○	○	○	○	○	○

(2) Indicate the approximate amount of your regulatory assets under management (reported in Item 5.F. below) attributable to each of the following type of *client*. If a *client* fits into more than one category, check all that apply.

	None	Up to 25%	Up to 50%	Up to 75%	>75%
(a) Individuals (other than *high net worth individuals*)	◉	○	○	○	○
(b) *High net worth individuals*	◉	○	○	○	○
(c) Banking or thrift institutions	◉	○	○	○	○
(d) Investment companies	◉	○	○	○	○
(e) Business development companies	◉	○	○	○	○
(f) Pooled investment vehicles (other than investment companies)	◉	○	○	○	○
(g) Pension and profit sharing plans (but not the plan participants)	◉	○	○	○	○
(h) Charitable organizations	◉	○	○	○	○
(i) Corporations or other businesses not listed above	◉	○	○	○	○
(j) State or municipal *government entities*	○	○	○	○	◉
(k) Other investment advisers	◉	○	○	○	○
(l) Insurance companies	◉	○	○	○	○
(m) Other:	◉	○	○	○	○

Compensation Arrangements

E. You are compensated for your investment advisory services by (check all that apply):

- ☑ (1) A percentage of assets under your management
- ☐ (2) Hourly charges
- ☐ (3) Subscription fees (for a newsletter or periodical)
- ☑ (4) Fixed fees (other than subscription fees)
- ☐ (5) Commissions
- ☐ (6) *Performance-based fees*
- ☐ (7) Other (specify):

Item 5 Information About Your Advisory Business - Regulatory Assets Under Management

Regulatory Assets Under Management

	Yes	No
F. (1) Do you provide continuous and regular supervisory or management services to securities portfolios?	◉	○

(2) If yes, what is the amount of your regulatory assets under management and total number of accounts?

	U.S. Dollar Amount	Total Number of Accounts
Discretionary:	(a) $ 4,450,965,040	(d) 2
Non-Discretionary:	(b) $ 339,487,737	(e) 3
Total:	(c) $ 4,790,452,777	(f) 5

Part 1A Instruction 5.b. explains how to calculate your regulatory assets under management. You must follow these instructions carefully when completing this Item.

Item 5 Information About Your Advisory Business - Advisory Activities

Advisory Activities

G. What type(s) of advisory services do you provide? Check all that apply.

- ☐ (1) Financial planning services
- ☐ (2) Portfolio management for individuals and/or small businesses
- ☐ (3) Portfolio management for investment companies (as well as "business development companies" that have made an election pursuant to section 54 of the Investment Company Act of 1940)
- ☐ (4) Portfolio management for pooled investment vehicles (other than investment companies)
- ☑ (5) Portfolio management for businesses (other than small businesses) or institutional *clients* (other than registered investment companies and other pooled investment vehicles)
- ☐ (6) Pension consulting services
- ☐ (7) Selection of other advisers (including *private fund* managers)
- ☐ (8) Publication of periodicals or newsletters
- ☐ (9) Security ratings or pricing services
- ☐ (10) Market timing services
- ☐ (11) Educational seminars/workshops
- ☐ (12) Other(specify):

Do not check Item 5.G.(3) unless you provide advisory services pursuant to an investment advisory contract to an investment company registered under the Investment Company Act of 1940, including as a subadviser. If you check Item 5.G.(3), report the 811 or 814 number of the investment company or investment companies to which you provide advice in Section 5.G.(3) of Schedule D.

H. If you provide financial planning services, to how many *clients* did you provide these services during your last fiscal year?

- ○ 0
- ○ 1 - 10
- ○ 11 - 25
- ○ 26 - 50
- ○ 51 - 100
- ○ 101 - 250
- ○ 251 - 500

○ More than 500

If more than 500, how many?
(round to the nearest 500)

In your responses to this Item 5.H., do not include as *"clients"* the investors in a *private fund* you advise, unless you have a separate advisory relationship with those investors.

I. If you participate in a *wrap fee program*, do you (check all that apply):

☐ (1) *sponsor* the *wrap fee program*?
☐ (2) act as a portfolio manager for the *wrap fee program*?

If you are a portfolio manager for a *wrap fee program*, list the names of the programs and their *sponsors* in Section 5.I.(2) of Schedule D.

If your involvement in a *wrap fee program* is limited to recommending *wrap fee programs* to your *clients*, or you advise a mutual fund that is offered through a *wrap fee program*, do not check either Item 5.I.(1) or 5.I.(2).

	Yes	No
J. In response to Item 4.B. of Part 2A of Form ADV, do you indicate that you provide investment advice only with respect to limited types of investments?	◉	○

Item 6 Other Business Activities

In this Item, we request information about your firm's other business activities.

A. You are actively engaged in business as a (check all that apply):

☐ (1) broker-dealer (registered or unregistered)
☐ (2) registered representative of a broker-dealer
☐ (3) commodity pool operator or commodity trading advisor (whether registered or exempt from registration)
☐ (4) futures commission merchant
☐ (5) real estate broker, dealer, or agent
☐ (6) insurance broker or agent
☐ (7) bank (including a separately identifiable department or division of a bank)
☐ (8) trust company
☐ (9) registered municipal advisor
☐ (10) registered security-based swap dealer
☐ (11) major security-based swap participant
☐ (12) accountant or accounting firm
☐ (13) lawyer or law firm
☐ (14) other financial product salesperson (specify):

If you engage in other business using a name that is different from the names reported in Items 1.A. or 1.B, complete Section 6.A. of Schedule D.

		Yes	No
B.	(1) Are you actively engaged in any other business not listed in Item 6.A. (other than giving investment advice)?	○	◉
	(2) If yes, is this other business your primary business?	○	○

If "yes," describe this other business on Section 6.B.(2) of Schedule D, and if you engage in this business under a different name, provide that name.

	Yes	No
(3) Do you sell products or provide services other than investment advice to your advisory *clients*?	○	◉

If "yes," describe this other business on Section 6.B.(3) of Schedule D, and if you engage in this business under a different name, provide that name.

Item 7 Financial Industry Affiliations and *Private Fund* Reporting

In this Item, we request information about your financial industry affiliations and activities. This information identifies areas in which conflicts of interest may occur between you and your *clients*.

A. This part of Item 7 requires you to provide information about you and your *related persons*, including foreign affiliates. Your *related persons* are all of your *advisory affiliates* and any *person* that is under common *control* with you.

You have a *related person* that is a (check all that apply):

- ☐ (1) broker-dealer, municipal securities dealer, or government securities broker or dealer (registered or unregistered)
- ☑ (2) other investment adviser (including financial planners)
- ☐ (3) registered municipal advisor
- ☐ (4) registered security-based swap dealer
- ☐ (5) major security-based swap participant
- ☐ (6) commodity pool operator or commodity trading advisor (whether registered or exempt from registration)
- ☐ (7) futures commission merchant
- ☐ (8) banking or thrift institution
- ☐ (9) trust company
- ☐ (10) accountant or accounting firm
- ☐ (11) lawyer or law firm
- ☐ (12) insurance company or agency
- ☐ (13) pension consultant
- ☐ (14) real estate broker or dealer
- ☐ (15) sponsor or syndicator of limited partnerships (or equivalent), excluding pooled investment vehicles
- ☐ (16) sponsor, general partner, managing member (or equivalent) of pooled investment vehicles

For each *related person*, including foreign affiliates that may not be registered or required to be registered in the United States, complete Section 7.A. of Schedule D.

You do not need to complete Section 7.A. of Schedule D for any *related person* if: (1) you have no business dealings with the *related person* in connection with advisory services you provide to your *clients*; (2) you do not conduct shared operations with the *related person*; (3) you do not refer *clients* or business to the *related person*, and the *related person* does not refer prospective *clients* or business to you; (4) you do not share supervised persons or premises with the *related person*; and (5) you have no reason to believe that your relationship with the *related person* otherwise creates a conflict of interest with your *clients*.

You must complete Section 7.A. of Schedule D for each *related person* acting as qualified custodian in connection with advisory services you provide to your *clients* (other than any mutual fund transfer agent pursuant to rule 206(4)-2(b)(1)), regardless of whether you have determined the *related person* to be operationally independent under rule 206(4)-2 of the Advisers Act.

	Yes	No

B. Are you an adviser to any *private fund*? ○ Yes ◉ No

If "yes," then for each *private fund* that you advise, you must complete a Section 7.B.(1) of Schedule D, except in certain circumstances described in the next sentence and in Instruction 6 of the Instructions to Part 1A. If another adviser reports this information with respect to any such *private fund* in Section 7.B.(1) of Schedule D of its Form ADV (e.g., if you are a subadviser), do not complete Section 7.B.(1) of Schedule D with respect to that *private fund*. You must, instead, complete Section 7.B.(2) of Schedule D.

In either case, if you seek to preserve the anonymity of a *private fund* client by maintaining its identity in your books and records in numerical or alphabetical code, or similar designation, pursuant to rule 204-2(d), you may identify the *private fund* in Section 7.B.(1) or 7.B.(2) of Schedule D using the same code or designation in place of the fund's name.

Item 8 Participation or Interest in *Client* Transactions

In this Item, we request information about your participation and interest in your *clients*' transactions. This information identifies additional areas in which conflicts of interest may occur between you and your *clients*.

Like Item 7, Item 8 requires you to provide information about you and your *related persons*, including foreign affiliates.

Proprietary Interest in *Client* Transactions

A. Do you or any *related person*:	Yes	No
(1) buy securities for yourself from advisory *clients*, or sell securities you own to advisory *clients* (principal transactions)?	○	◉
(2) buy or sell for yourself securities (other than shares of mutual funds) that you also recommend to advisory *clients*?	◉	○
(3) recommend securities (or other investment products) to advisory *clients* in which you or any *related person* has some other proprietary (ownership) interest (other than those mentioned in Items 8.A.(1) or (2))?	○	◉

Sales Interest in *Client* Transactions

B. Do you or any *related person*:	Yes	No
(1) as a broker-dealer or registered representative of a broker-dealer, execute securities trades for brokerage customers in which advisory *client* securities are sold to or bought from the brokerage customer (agency cross transactions)?	○	◉
(2) recommend purchase of securities to advisory *clients* for which you or any *related person* serves as underwriter, general or managing partner, or purchaser representative?	○	◉
(3) recommend purchase or sale of securities to advisory *clients* for which you or any *related person* has any other sales interest (other than the receipt of sales commissions as a broker or registered representative of a broker-dealer)?	○	◉

Investment or Brokerage Discretion

C. Do you or any *related person* have *discretionary authority* to determine the:	Yes	No
(1) securities to be bought or sold for a *client's* account?	◉	○
(2) amount of securities to be bought or sold for a *client's* account?	◉	○
(3) broker or dealer to be used for a purchase or sale of securities for a *client's* account?	◉	○

(4) commission rates to be paid to a broker or dealer for a *client's* securities transactions? [●] Yes [ ] No

D. If you answer "yes" to C.(3) above, are any of the brokers or dealers *related persons*? [ ] Yes [●] No

E. Do you or any *related person* recommend brokers or dealers to *clients*? [ ] Yes [●] No

F. If you answer "yes" to E above, are any of the brokers or dealers *related persons*? [ ] Yes [ ] No

G. (1) Do you or any *related person* receive research or other products or services other than execution from a broker-dealer or a third party ("soft dollar benefits") in connection with *client* securities transactions? [●] Yes [ ] No

(2) If "yes" to G.(1) above, are all the "soft dollar benefits" you or any *related persons* receive eligible "research or brokerage services" under section 28(e) of the Securities Exchange Act of 1934? [●] Yes [ ] No

H. Do you or any *related person*, directly or indirectly, compensate any *person* for *client* referrals? [ ] Yes [●] No

I. Do you or any *related person*, directly or indirectly, receive compensation from any *person* for *client* referrals? [ ] Yes [●] No

In responding to Items 8.H and 8.I., consider all cash and non-cash compensation that you or a *related person* gave to (in answering Item 8.H) or received from (in answering Item 8.I) any *person* in exchange for client referrals, including any bonus that is based, at least in part, on the number or amount of client referrals.

Item 9 Custody

In this Item, we ask you whether you or a *related person* has *custody* of *client* (other than *clients* that are investment companies registered under the Investment Company Act of 1940) assets and about your custodial practices.

A. (1) Do you have *custody* of any advisory *clients'*: **Yes** **No**

(a) cash or bank accounts? [●] Yes [ ] No

(b) securities? [ ] Yes [●] No

If you are registering or registered with the SEC, answer "No" to Item 9.A.(1)(a) and (b) if you have *custody* solely because (i) you deduct your advisory fees directly from your *clients'* accounts, or (ii) a *related person* has custody of *client* assets in connection with advisory services you provide to *clients*, but you have overcome the presumption that you are not operationally independent (pursuant to Advisers Act rule 206(4)-(2)(d)(5)) from the *related person*.

(2) If you checked "yes" to Item 9.A.(1)(a) or (b), what is the approximate amount of *client* funds and securities and total number of *clients* for which you have *custody*:

U.S. Dollar Amount	Total Number of *Clients*
(a) $ 4,047,457,718	(b) 1

If you are registering or registered with the SEC and you have custody solely because you deduct your advisory fees directly from your *clients'* accounts, do not include the amount of

those assets and the number of those *clients* in your response to Item 9.A.(2). If your related person has custody of *client* assets in connection with advisory services you provide to *clients*, do not include the amount of those assets and number of those *clients* in your response to 9.A.(2). Instead, include that information in your response to Item 9.B.(2).

B. (1) In connection with advisory services you provide to *clients*, do any of your *related persons* have *custody* of any of your advisory *clients'*:	**Yes**	**No**
(a) cash or bank accounts?	◉	○
(b) securities?	○	◉

You are required to answer this item regardless of how you answered Item 9.A.(1)(a) or (b).

(2) If you checked "yes" to Item 9.B.(1)(a) or (b), what is the approximate amount of *client* funds and securities and total number of *clients* for which your *related persons* have *custody*:

U.S. Dollar Amount	Total Number of *Clients*
(a) $ 4,047,457,718	(b) 1

C. If you or your *related persons* have *custody* of *client* funds or securities in connection with advisory services you provide to *clients*, check all the following that apply:

(1) A qualified custodian(s) sends account statements at least quarterly to the investors in the pooled investment vehicle(s) you manage. ☑

(2) An *independent public accountant* audits annually the pooled investment vehicle(s) that you manage and the audited financial statements are distributed to the investors in the pools. ☑

(3) An *independent public accountant* conducts an annual surprise examination of *client* funds and securities. ☐

(4) An *independent public accountant* prepares an internal control report with respect to custodial services when you or your *related persons* are qualified custodians for *client* funds and securities. ☐

If you checked Item 9.C.(2), C.(3) or C.(4), list in Section 9.C. of Schedule D the accountants that are engaged to perform the audit or examination or prepare an internal control report. (If you checked Item 9.C.(2), you do not have to list auditor information in Section 9.C. of Schedule D if you already provided this information with respect to the *private funds* you advise in Section 7.B.(1) of Schedule D).

D. Do you or your *related person(s)* act as qualified custodians for your *clients* in connection with advisory services you provide to *clients*?	**Yes**	**No**
(1) you act as a qualified custodian	○	◉
(2) your *related person(s)* act as qualified custodian(s)	○	◉

If you checked "yes" to Item 9.D.(2), all related persons that act as qualified custodians (other than any mutual fund transfer agent pursuant to rule 206(4)-2(b)(1)) must be identified in Section 7.A. of Schedule D, regardless of whether you have determined the related person to be operationally independent under rule 206(4)-2 of the Advisers Act.

E. If you are filing your *annual updating amendment* and you were subject to a surprise examination

by an *independent public accountant* during your last fiscal year, provide the date (MM/YYYY) the examination commenced:

F. If you or your *related persons* have *custody* of *client* funds or securities, how many persons, including, but not limited to, you and your *related persons,* act as qualified custodians for your *clients* in connection with advisory services you provide to *clients?*
0

Item 10 Control Persons

In this Item, we ask you to identify every *person* that, directly or indirectly, *controls* you.

If you are submitting an initial application or report, you must complete Schedule A and Schedule B. Schedule A asks for information about your direct owners and executive officers. Schedule B asks for information about your indirect owners. If this is an amendment and you are updating information you reported on either Schedule A or Schedule B (or both) that you filed with your initial application or report, you must complete Schedule C.

	Yes	No
A. Does any *person* not named in Item 1.A. or Schedules A, B, or C, directly or indirectly, *control* your management or policies?	○	◉

If yes, complete Section 10.A. of Schedule D.

B. If any *person* named in Schedules A, B, or C or in Section 10.A. of Schedule D is a public reporting company under Sections 12 or 15(d) of the Securities Exchange Act of 1934, please complete Section 10.B. of Schedule D.

Item 11 Disclosure Information

In this Item, we ask for information about your disciplinary history and the disciplinary history of all your *advisory affiliates*. We use this information to determine whether to grant your application for registration, to decide whether to revoke your registration or to place limitations on your activities as an investment adviser, and to identify potential problem areas to focus on during our on-site examinations. One event may result in "yes" answers to more than one of the questions below.

Your *advisory affiliates* are: (1) all of your current *employees* (other than *employees* performing only clerical, administrative, support or similar functions); (2) all of your officers, partners, or directors (or any *person* performing similar functions); and (3) all *persons* directly or indirectly *controlling* you or *controlled* by you. If you are a "separately identifiable department or division" (SID) of a bank, see the Glossary of Terms to determine who your *advisory affiliates* are.

If you are registered or registering with the SEC or if you are an exempt reporting adviser, you may limit your disclosure of any event listed in Item 11 to ten years following the date of the event. If you are registered or registering with a state, you must respond to the questions as posed; you may, therefore, limit your disclosure to ten years following the date of an event only in responding to Items 11.A.(1), 11.A.(2), 11.B.(1), 11.B.(2), 11.D.(4), and 11.H.(1)(a). For purposes of calculating this ten-year period, the date of an event is the date the final *order*, judgment, or decree was entered, or the date any rights of appeal from preliminary *orders*, judgments, or decrees lapsed.

You must complete the appropriate Disclosure Reporting Page ("DRP") for "yes" answers to the questions in this Item 11.

	Yes	No

Do any of the events below involve you or any of your *supervised persons*? ○ ◉

For "yes" answers to the following questions, complete a Criminal Action DRP:

		Yes	No
A.	In the past ten years, have you or any *advisory affiliate*:		
	(1) been convicted of or pled guilty or nolo contendere ("no contest") in a domestic, foreign, or military court to any *felony*?	○	◉
	(2) been *charged* with any *felony*?	○	◉

If you are registered or registering with the SEC, or if you are reporting as an exempt reporting adviser, you may limit your response to Item 11.A.(2) to *charges* that are currently pending.

B.	In the past ten years, have you or any *advisory affiliate*:		
	(1) been convicted of or pled guilty or nolo contendere ("no contest") in a domestic, foreign, or military court to a *misdemeanor* involving: investments or an *investment-related* business, or any fraud, false statements, or omissions, wrongful taking of property, bribery, perjury, forgery, counterfeiting, extortion, or a conspiracy to commit any of these offenses?	○	◉
	(2) been *charged* with a *misdemeanor* listed in Item 11.B.(1)?	○	◉

If you are registered or registering with the SEC, or if you are reporting as an exempt reporting adviser, you may limit your response to Item 11.B.(2) to *charges* that are currently pending.

For "yes" answers to the following questions, complete a Regulatory Action DRP:

		Yes	No
C.	Has the SEC or the Commodity Futures Trading Commission (CFTC) ever:		
	(1) *found* you or any *advisory affiliate* to have made a false statement or omission?	○	◉
	(2) *found* you or any *advisory affiliate* to have been *involved* in a violation of SEC or CFTC regulations or statutes?	○	◉
	(3) *found* you or any *advisory affiliate* to have been a cause of an *investment-related* business having its authorization to do business denied, suspended, revoked, or restricted?	○	◉
	(4) entered an *order* against you or any *advisory affiliate* in connection with *investment-related* activity?	○	◉
	(5) imposed a civil money penalty on you or any *advisory affiliate*, or *ordered* you or any *advisory affiliate* to cease and desist from any activity?	○	◉
D.	Has any other federal regulatory agency, any state regulatory agency, or any *foreign financial regulatory authority*:		
	(1) ever *found* you or any *advisory affiliate* to have made a false statement or omission, or been dishonest, unfair, or unethical?	○	◉
	(2) ever *found* you or any *advisory affiliate* to have been *involved* in a violation of *investment-related* regulations or statutes?	○	◉
	(3) ever *found* you or any *advisory affiliate* to have been a cause of an *investment-related* business having its authorization to do business denied, suspended, revoked, or restricted?	○	◉
	(4) in the past ten years, entered an *order* against you or any *advisory affiliate* in connection with an *investment-related* activity?	○	◉
	(5) ever denied, suspended, or revoked your or any *advisory affiliate's* registration or license, or otherwise prevented you or any *advisory affiliate*, by *order*, from	○	◉

associating with an *investment-related* business or restricted your or any *advisory affiliate's* activity?

E. Has any *self-regulatory organization* or commodities exchange ever:

(1) *found* you or any *advisory affiliate* to have made a false statement or omission? ○ ◉

(2) *found* you or any *advisory affiliate* to have been *involved* in a violation of its rules (other than a violation designated as a "*minor rule violation*" under a plan approved by the SEC)? ○ ◉

(3) *found* you or any *advisory affiliate* to have been the cause of an *investment-related* business having its authorization to do business denied, suspended, revoked, or restricted? ○ ◉

(4) disciplined you or any *advisory affiliate* by expelling or suspending you or the *advisory affiliate* from membership, barring or suspending you or the *advisory affiliate* from association with other members, or otherwise restricting your or the *advisory affiliate's* activities? ○ ◉

F. Has an authorization to act as an attorney, accountant, or federal contractor granted to you or any *advisory affiliate* ever been revoked or suspended? ○ ◉

G. Are you or any *advisory affiliate* now the subject of any regulatory proceeding that could result in a "yes" answer to any part of Item 11.C., 11.D., or 11.E.? ○ ◉

For "yes" answers to the following questions, complete a Civil Judicial Action DRP:

H.		Yes	No
(1)	Has any domestic or foreign court:		
	(a) in the past ten years, enjoined you or any *advisory affiliate* in connection with any *investment-related* activity?	○	◉
	(b) ever *found* that you or any *advisory affiliate* were *involved* in a violation of *investment-related* statutes or regulations?	○	◉
	(c) ever dismissed, pursuant to a settlement agreement, an *investment-related* civil action brought against you or any *advisory affiliate* by a state or *foreign financial regulatory authority*?	○	◉
(2)	Are you or any *advisory affiliate* now the subject of any civil proceeding that could result in a "yes" answer to any part of Item 11.H.(1)?	○	◉

Item 12 Small Businesses

The SEC is required by the Regulatory Flexibility Act to consider the effect of its regulations on small entities. In order to do this, we need to determine whether you meet the definition of "small business" or "small organization" under rule 0-7.

Answer this Item 12 only if you are registered or registering with the SEC **and** you indicated in response to Item 5.F.(2)(c) that you have regulatory assets under management of less than $25 million. You are not required to answer this Item 12 if you are filing for initial registration as a state adviser, amending a current state registration, or switching from SEC to state registration.

For purposes of this Item 12 only:

- Total Assets refers to the total assets of a firm, rather than the assets managed on behalf of *clients*. In determining your or another *person's* total assets, you may use the total assets shown on a current balance sheet (but use total assets reported on a consolidated balance sheet with subsidiaries included, if that amount is larger).
- *Control* means the power to direct or cause the direction of the management or policies of a

person, whether through ownership of securities, by contract, or otherwise. Any *person* that directly or indirectly has the right to vote 25 percent or more of the voting securities, or is entitled to 25 percent or more of the profits, of another *person* is presumed to *control* the other *person*.

	Yes	No
A. Did you have total assets of $5 million or more on the last day of your most recent fiscal year?	○	○

If "yes," you do not need to answer Items 12.B. and 12.C.

B. Do you:		
(1) *control* another investment adviser that had regulatory assets under management (calculated in response to Item 5.F.(2)(c) of Form ADV) of $25 million or more on the last day of its most recent fiscal year?	○	○
(2) *control* another *person* (other than a natural person) that had total assets of $5 million or more on the last day of its most recent fiscal year?	○	○
C. Are you:		
(1) *controlled* by or under common *control* with another investment adviser that had regulatory assets under management (calculated in response to Item 5.F.(2)(c) of Form ADV) of $25 million or more on the last day of its most recent fiscal year?	○	○
(2) *controlled* by or under common *control* with another *person* (other than a natural person) that had total assets of $5 million or more on the last day of its most recent fiscal year?	○	○

Part 2 Brochures

Exemption from brochure delivery requirements for SEC-registered advisers

SEC rules exempt SEC-registered advisers from delivering a firm brochure to some kinds of clients. If these exemptions excuse you from delivering a brochure to *all* of your advisory clients, you do not have to prepare a brochure.

	Yes	No
Are you exempt from delivering a brochure to all of your clients under these rules?	○	◉

If no, complete the ADV Part 2 filing below.

Brochures

Note: These documents are available as Portable Document Format (PDF) files. If you do not have the Adobe Acrobat Reader to view PDF files, please click here to download.

Brochure Name	Date Submitted	Date Last Confirmed
ADV PART 2A	03/25/2013	
ADV PART 2B (WAUD)	03/25/2013	03/25/2013
ADV PART 2B (PALOMBA)	03/25/2013	03/25/2013

Schedule A

Direct Owners and Executive Officers

1. Complete Schedule A only if you are submitting an initial application or report. Schedule A asks for information about your direct owners and executive officers. Use Schedule C to amend this

information.

2. Direct Owners and Executive Officers. List below the names of:
   (a) each Chief Executive Officer, Chief Financial Officer, Chief Operations Officer, Chief Legal Officer, Chief Compliance Officer(Chief Compliance Officer is required if you are registered or applying for registration and cannot be more than one individual), director, and any other individuals with similar status or functions;
   (b) if you are organized as a corporation, each shareholder that is a direct owner of 5% or more of a class of your voting securities, unless you are a public reporting company (a company subject to Section 12 or 15(d) of the Exchange Act);
   Direct owners include any *person* that owns, beneficially owns, has the right to vote, or has the power to sell or direct the sale of, 5% or more of a class of your voting securities. For purposes of this Schedule, a *person* beneficially owns any securities: (i) owned by his/her child, stepchild, grandchild, parent, stepparent, grandparent, spouse, sibling, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, or sister-in-law, sharing the same residence; or (ii) that he/she has the right to acquire, within 60 days, through the exercise of any option, warrant, or right to purchase the security.
   (c) if you are organized as a partnership, all general partners and those limited and special partners that have the right to receive upon dissolution, or have contributed, 5% or more of your capital;
   (d) in the case of a trust that directly owns 5% or more of a class of your voting securities, or that has the right to receive upon dissolution, or has contributed, 5% or more of your capital, the trust and each trustee; and
   (e) if you are organized as a limited liability company ("LLC"), (i) those members that have the right to receive upon dissolution, or have contributed, 5% or more of your capital, and (ii) if managed by elected managers, all elected managers.
3. Do you have any indirect owners to be reported on Schedule B? ○ Yes ◉ No
4. In the DE/FE/I column below, enter "DE" if the owner is a domestic entity, "FE" if the owner is an entity incorporated or domiciled in a foreign country, or "I" if the owner or executive officer is an individual.
5. Complete the Title or Status column by entering board/management titles; status as partner, trustee, sole proprietor, elected manager, shareholder, or member; and for shareholders or members, the class of securities owned (if more than one is issued).
6. Ownership codes are:

NA - less than 5%	B - 10% but less than 25%	D - 50% but less than 75%
A - 5% but less than 10%	C - 25% but less than 50%	E - 75% or more

7. (a) In the *Control Person* column, enter "Yes" if the *person* has *control* as defined in the Glossary of Terms to Form ADV, and enter "No" if the *person* does not have *control*. Note that under this definition, most executive officers and all 25% owners, general partners, elected managers, and trustees are *control persons*.
   (b) In the PR column, enter "PR" if the owner is a public reporting company under Sections 12 or 15(d) of the Exchange Act.
   (c) Complete each column.

FULL LEGAL NAME (Individuals: Last Name, First Name, Middle Name)	**DE/FE/I**	**Status**	**Date Status Acquired MM/YYYY**	**Ownership Code**	**Control Person**	**PR**	***CRD* No. If None: S.S. No. and Date of Birth, IRS Tax No. or Employer ID No.**
PALOMBA, RANDY, SCOTT	I	CHIEF FINANCIAL OFFICER	09/2011	B	Y	N	703954
WRIGHT, GREGORY, STUART	I	CHIEF EXECUTIVE OFFICER	09/2011	B	Y	N	5983237

HOWSDEN, BARRY, SCOTT	I	CHIEF COMPLIANCE OFFICER	12/2011	NA	Y	N	2625978
JORDAN, THOMAS	I	PRESIDENT	09/2012	B	Y	N	2270062
GRADY, JOHN, FRANCIS	I	MANAGING DIRECTOR	04/2012	B	Y	N	3113713
TIGHT, THOMAS, NORBERT	I	MANAGING DIRECTOR	05/2012	B	Y	N	2057715

Schedule B

Indirect Owners

1. Complete Schedule B only if you are submitting an initial application. Schedule B asks for information about your indirect owners; you must first complete Schedule A, which asks for information about your direct owners. Use Schedule C to amend this information.
2. Indirect Owners. With respect to each owner listed on Schedule A (except individual owners), list below:
   (a) in the case of an owner that is a corporation, each of its shareholders that beneficially owns, has the right to vote, or has the power to sell or direct the sale of, 25% or more of a class of a voting security of that corporation;

   For purposes of this Schedule, a *person* beneficially owns any securities: (i) owned by his/her child, stepchild, grandchild, parent, stepparent, grandparent, spouse, sibling, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, or sister-in-law, sharing the same residence; or (ii) that he/she has the right to acquire, within 60 days, through the exercise of any option, warrant, or right to purchase the security.
   (b) in the case of an owner that is a partnership, all general partners and those limited and special partners that have the right to receive upon dissolution, or have contributed, 25% or more of the partnership's capital;
   (c) in the case of an owner that is a trust, the trust and each trustee; and
   (d) in the case of an owner that is a limited liability company ("LLC"), (i) those members that have the right to receive upon dissolution, or have contributed, 25% or more of the LLC's capital, and (ii) if managed by elected managers, all elected managers.
3. Continue up the chain of ownership listing all 25% owners at each level. Once a public reporting company (a company subject to Sections 12 or 15(d) of the Exchange Act) is reached, no further ownership information need be given.
4. In the DE/FE/I column below, enter "DE" if the owner is a domestic entity, "FE" if the owner is an entity incorporated or domiciled in a foreign country, or "I" if the owner is an individual.
5. Complete the Status column by entering the owner's status as partner, trustee, elected manager, shareholder, or member; and for shareholders or members, the class of securities owned (if more than one is issued).
6. Ownership codes are:
   C - 25% but less than 50%
   D - 50% but less than 75%
   E - 75% or more
   F - Other (general partner, trustee, or elected manager)
7. (a) In the *Control Person* column, enter "Yes" if the *person* has *control* as defined in the Glossary of Terms to Form ADV, and enter "No" if the *person* does not have *control*. Note that under this definition, most executive officers and all 25% owners, general partners, elected managers, and trustees are *control persons*.
   (b) In the PR column, enter "PR" if the owner is a public reporting company under Sections 12 or 15(d) of the Exchange Act.
   (c) Complete each column.

No Information Filed

Schedule D

SECTION 1.B. Other Business Names

No Information Filed

SECTION 1.F. Other Offices

Complete the following information for each office, other than your *principal office and place of business*, at which you conduct investment advisory business. You must complete a separate Schedule D Section 1.F. for each location. If you are applying for SEC registration, if you are registered only with the SEC, or if you are an *exempt reporting adviser*, list only the largest five offices (in terms of numbers of *employees*).

Number and Street 1:
98 MILL PLAIN RD

Number and Street 2:

City:
DANBURY

State:
Connecticut

Country:
UNITED STATES

ZIP+4/Postal Code:
06811

If this address is a private residence, check this box: ☐

Telephone Number:
(914) 301-4066

Facsimile Number:
(855) 804-9981

Complete the following information for each office, other than your *principal office and place of business*, at which you conduct investment advisory business. You must complete a separate Schedule D Section 1.F. for each location. If you are applying for SEC registration, if you are registered only with the SEC, or if you are an *exempt reporting adviser*, list only the largest five offices (in terms of numbers of *employees*).

Number and Street 1:
4767 NEW BROAD STREET

Number and Street 2:

City:
ORLANDO

State:
Florida

Country:
UNITED STATES

ZIP+4/Postal Code:
32814

If this address is a private residence, check this box: ☐

Telephone Number:
(407) 514-2727

Facsimile Number:

Complete the following information for each office, other than your *principal office and place of business*, at which you conduct investment advisory business. You must complete a separate Schedule D Section 1.F. for each location. If you are applying for SEC registration, if you are registered only with the SEC, or if you are an *exempt reporting adviser*, list only the largest five offices (in terms of numbers of *employees*).

Number and Street 1:
2435 NORTH CENTRAL EXPRESSWAY

Number and Street 2:
SUITE 1200

City:
RICHARDSON

State:
Texas

Country:
UNITED STATES

ZIP+4/Postal Code:
75080

If this address is a private residence, check this box: ☐

Telephone Number:
(214) 473-4224

Facsimile Number:

Complete the following information for each office, other than your *principal office and place of business*, at which you conduct investment advisory business. You must complete a separate Schedule D Section 1.F. for each location. If you are applying for SEC registration, if you are registered only with the SEC, or if you are an *exempt reporting adviser*, list only the largest five offices (in terms of numbers of *employees*).

Number and Street 1:
7754 CAMARGO ROAD

Number and Street 2:
SUITE 23

City:
MADEIRA

State:
Ohio

Country:
UNITED STATES

ZIP+4/Postal Code:
45243

If this address is a private residence, check this box: ☐

Telephone Number:
(513) 823-2023

Facsimile Number:

Complete the following information for each office, other than your *principal office and place of business*, at which you conduct investment advisory business. You must complete a separate Schedule D Section 1.F. for each location. If you are applying for SEC registration, if you are registered only with the SEC, or if you are an *exempt reporting adviser*, list only the largest five offices (in terms of numbers of *employees*).

Number and Street 1:
501 LAGUNA BOULEVARD, SW

Number and Street 2:

City:
ALBUQUERQUE

State:
New Mexico

Country:
UNITED STATES

ZIP+4/Postal Code:
87104

If this address is a private residence, check this box: ☐

Telephone Number:
(505) 263-1453

Facsimile Number:

SECTION 1.I. Website Addresses

List your website addresses. You must complete a separate Schedule D Section 1.I. for each website address.

Website Address: HTTP://WWW.PUBLICTRUSTADVISORS.COM

SECTION 1.L. Location of Books and Records

No Information Filed

SECTION 1.M. Registration with Foreign Financial Regulatory Authorities

No Information Filed

SECTION 2.A.(8) Related Adviser

If you are relying on the exemption in rule 203A-2(b) from the prohibition on registration because you *control*, are *controlled* by, or are under common *control* with an investment adviser that is registered with the SEC and your *principal office and place of business* is the same as that of the registered adviser, provide the following information:

Name of Registered Investment Adviser

CRD Number of Registered Investment Adviser

SEC Number of Registered Investment Adviser

801 -

SECTION 2.A.(9) Newly Formed Adviser

If you are relying on rule 203A-2(c), the newly formed adviser exemption from the prohibition on registration, you are required to make certain representations about your eligibility for SEC registration. By checking the appropriate boxes, you will be deemed to have made the required representations. You must make both of these representations:

- ☐ I am not registered or required to be registered with the SEC or a *state securities authority* and I have a reasonable expectation that I will be eligible to register with the SEC within 120 days after the date my registration with the SEC becomes effective.
- ☐ I undertake to withdraw from SEC registration if, on the 120th day after my registration with the SEC becomes effective, I would be prohibited by Section 203A(a) of the Advisers Act from registering with the SEC.

SECTION 2.A.(10) Multi-State Adviser

If you are relying on rule 203A-2(d), the multi-state adviser exemption from the prohibition on registration, you are required to make certain representations about your eligibility for SEC registration. By checking the appropriate boxes, you will be deemed to have made the required representations.

If you are applying for registration as an investment adviser with the SEC, you must make both of these representations:

☐ I have reviewed the applicable state and federal laws and have concluded that I am required by the laws of 15 or more states to register as an investment adviser with the *state securities authorities* in those states.

☐ I undertake to withdraw from SEC registration if I file an amendment to this registration indicating that I would be required by the laws of fewer than 15 states to register as an investment adviser with the *state securities authorities* of those states.

If you are submitting your *annual updating amendment*, you must make this representation:

☐ Within 90 days prior to the date of filing this amendment, I have reviewed the applicable state and federal laws and have concluded that I am required by the laws of at least 15 states to register as an investment adviser with the *state securities authorities* in those states.

SECTION 2.A.(12) SEC Exemptive *Order*

If you are relying upon an SEC *order* exempting you from the prohibition on registration, provide the following information:

Application Number:

803-

Date of *order*:

SECTION 4 Successions

No Information Filed

SECTION 5.G.(3) Advisers to Registered Investment Companies and Business Development Companies

No Information Filed

SECTION 5.I.(2) *Wrap Fee Programs*

No Information Filed

SECTION 6.A. Names of Your Other Businesses

No Information Filed

SECTION 6.B.(2) Description of Primary Business

Describe your primary business (not your investment advisory business):

If you engage in that business under a different name, provide that name:

SECTION 6.B.(3) Description of Other Products and Services

Describe other products or services you sell to your *client*, You may omit products and services that you listed in Section 6.B.(2) above.

If you engage in that business under a different name, provide that name.

SECTION 7.A. Financial Industry Affiliations

Complete a separate Schedule D Section 7.A. for each *related person* listed in Item 7.A.

1. Legal Name of *Related Person*:
   PT ASSET MANAGEMENT, LLC

2. Primary Business Name of *Related Person*:
   PT ASSET MANAGEMENT, LLC

3. *Related Person's* SEC File Number (if any) (e.g., 801-, 8-, 866-, 802-)
   -
   or
   Other

4. *Related Person's CRD* Number (if any):
   163396

5. *Related Person* is: (check all that apply)
   (a) ☐ broker-dealer, municipal securities dealer, or government securities broker or dealer
   (b) ☑ other investment adviser (including financial planners)
   (c) ☐ registered municipal advisor
   (d) ☐ registered security-based swap dealer
   (e) ☐ major security-based swap participant
   (f) ☐ commodity pool operator or commodity trading advisor (whether registered or exempt from registration)
   (g) ☐ futures commission merchant
   (h) ☐ banking or thrift institution
   (i) ☐ trust company
   (j) ☐ accountant or accounting firm
   (k) ☐ lawyer or law firm
   (l) ☐ insurance company or agency
   (m) ☐ pension consultant
   (n) ☐ real estate broker or dealer
   (o) ☐ sponsor or syndicator of limited partnerships (or equivalent), excluding pooled investment vehicles
   (p) ☐ sponsor, general partner, managing member (or equivalent) of pooled investment vehicles

	Yes	No
6. Do you *control* or are you *controlled* by the *related person*?	◉	○
7. Are you and the *related person* under common *control*?	◉	○

8. (a) Does the *related person* act as a qualified custodian for your *clients* in connection with advisory services you provide to *clients*? ○ Yes ◉ No

(b) If you are registering or registered with the SEC and you have answered "yes," to question 8(a) above, have you overcome the presumption that you are not operationally independent (pursuant to rule 206(4)-(2)(d)(5)) from the *related person* and thus are not required to obtain a surprise examination for your *clients'* funds or securities that are maintained at the *related person*? ○ Yes ○ No

(c) If you have answered "yes" to question 8.(a) above, provide the location of the *related person's* office responsible for *custody* of your *clients'* assets:

Number and Street 1: Number and Street 2:
City: State: Country: ZIP+4/Postal Code:
If this address is a private residence, check this box: ☐

Yes No

9. (a) If the *related person* is an investment adviser, is it exempt from registration? ○ ◉

(b) If the answer is yes, under what exemption?

10. (a) Is the *related person* registered with a *foreign financial regulatory authority* ? ○ ◉

(b) If the answer is yes, list the name and country, in English, of each *foreign financial regulatory authority* with which the *related person* is registered.

No Information Filed

11. Do you and the *related person* share any *supervised persons*? ◉ ○

12. Do you and the *related person* share the same physical location? ◉ ○

SECTION 7.B.(1) *Private Fund* Reporting

No Information Filed

SECTION 7.B.(2) *Private Fund* Reporting

No Information Filed

SECTION 9.C. *Independent Public Accountant*

You must complete the following information for each *independent public accountant* engaged to perform a surprise examination, perform an audit of a pooled investment vehicle that you manage, or prepare an internal control report. You must complete a separate Schedule D Section 9.C. for each *independent public accountant*.

(1) Name of the *independent public accountant*:
CLIFTONLARSONALLEN

(2) The location of the *independent public accountant's* office responsible for the services provided:

Number and Street 1:		Number and Street 2:	
370 INTERLOCKEN BLVD.		SUITE 500	
City:	State:	Country:	ZIP+4/Postal Code:
BROOMFIELD	Colorado	UNITED STATES	80021

	Yes	No
(3) Is the *independent public accountant* registered with the Public Company Accounting Oversight Board?	◉	○
(4) If yes to (3) above, is the *independent public accountant* subject to regular inspection by the Public Company Accounting Oversight Board in accordance with its rules?	◉	○

(5) The *independent public accountant* is engaged to:

A. ☑ audit a pooled investment vehicle
B. ☐ perform a surprise examination of *clients'* assets
C. ☐ prepare an internal control report

(6) Does any report prepared by the *independent public accountant* that audited the pooled investment vehicle or that examined internal controls contain an unqualified opinion?

◉ Yes
○ No
○ Report Not Yet Received

If you check "Report Not Yet Received", you must promptly file an amendment to your Form ADV to update your response when the accountant's report is available.

SECTION 10.A. *Control Persons*

No Information Filed

SECTION 10.B. Control Person Public Reporting Companies

No Information Filed

Schedule D - Miscellaneous

You may use the space below to explain a response to an Item or to provide any other information.

DRPs

CRIMINAL DISCLOSURE REPORTING PAGE (ADV)

No Information Filed

CIVIL JUDICIAL ACTION DISCLOSURE REPORTING PAGE (ADV)

No Information Filed

REGULATORY ACTION DISCLOSURE REPORTING PAGE (ADV)

No Information Filed

Signature Page

DOMESTIC INVESTMENT ADVISER EXECUTION PAGE

You must complete the following Execution Page to Form ADV. This execution page must be signed and attached to your initial submission of Form ADV to the SEC and all amendments.

Appointment of Agent for Service of Process

By signing this Form ADV Execution Page, you, the undersigned adviser, irrevocably appoint the Secretary of State or other legally designated officer, of the state in which you maintain your *principal office and place of business* and any other state in which you are submitting a *notice filing*, as your agents to receive service, and agree that such *persons* may accept service on your behalf, of any notice, subpoena, summons, *order* instituting *proceedings*, demand for arbitration, or other process or papers, and you further agree that such service may be made by registered or certified mail, in any federal or state action, administrative *proceeding* or arbitration brought against you in any place subject to the jurisdiction of the United States, if the action, *proceeding*, or arbitration (a) arises out of any activity in connection with your investment advisory business that is subject to the jurisdiction of the United States, and (b) is *founded*, directly or indirectly, upon the provisions of: (i) the Securities Act of 1933, the Securities Exchange Act of 1934, the Trust Indenture Act of 1939, the Investment Company Act of 1940, or the Investment Advisers Act of 1940, or any rule or regulation under any of these acts, or (ii) the laws of the state in which you maintain your *principal office and place of business* or of any state in which you are submitting a *notice filing*.

Signature

I, the undersigned, sign this Form ADV on behalf of, and with the authority of, the investment adviser. The investment adviser and I both certify, under penalty of perjury under the laws of the United States of America, that the information and statements made in this ADV, including exhibits and any other information submitted, are true and correct, and that I am signing this Form ADV Execution Page as a free and voluntary act.

I certify that the adviser's books and records will be preserved and available for inspection as required by law. Finally, I authorize any *person* having *custody* or possession of these books and records to make them available to federal and state regulatory representatives.

Signature:
RANDY PALOMBA

Date: MM/DD/YYYY
01/06/2014

Printed Name:
RANDY PALOMBA

Title:
CFO

Adviser *CRD* Number:
159189

NON-RESIDENT INVESTMENT ADVISER EXECUTION PAGE

You must complete the following Execution Page to Form ADV. This execution page must be signed and attached to your initial submission of Form ADV to the SEC and all amendments.

1. Appointment of Agent for Service of Process

By signing this Form ADV Execution Page, you, the undersigned adviser, irrevocably appoint each of the Secretary of the SEC, and the Secretary of State or other legally designated officer, of any other state in which you are submitting a *notice filing*, as your agents to receive service, and agree that such persons may accept service on your behalf, of any notice, subpoena, summons, *order* instituting *proceedings*, demand for arbitration, or other process or papers, and you further agree that such service may be made by registered or certified mail, in any federal or state action, administrative *proceeding* or arbitration brought against you in any place subject to the jurisdiction of the United States, if the action, *proceeding* or arbitration (a) arises out of any activity in connection with your investment advisory business that is subject to the jurisdiction of the United

States, and (b) is *founded*, directly or indirectly, upon the provisions of: (i) the Securities Act of 1933, the Securities Exchange Act of 1934, the Trust Indenture Act of 1939, the Investment Company Act of 1940, or the Investment Advisers Act of 1940, or any rule or regulation under any of these acts, or (ii) the laws of any state in which you are submitting a *notice filing*.

2. Appointment and Consent: Effect on Partnerships

If you are organized as a partnership, this irrevocable power of attorney and consent to service of process will continue in effect if any partner withdraws from or is admitted to the partnership, provided that the admission or withdrawal does not create a new partnership. If the partnership dissolves, this irrevocable power of attorney and consent shall be in effect for any action brought against you or any of your former partners.

3. *Non-Resident* Investment Adviser Undertaking Regarding Books and Records

By signing this Form ADV, you also agree to provide, at your own expense, to the U.S. Securities and Exchange Commission at its principal office in Washington D.C., at any Regional or District Office of the Commission, or at any one of its offices in the United States, as specified by the Commission, correct, current, and complete copies of any or all records that you are required to maintain under Rule 204-2 under the Investment Advisers Act of 1940. This undertaking shall be binding upon you, your heirs, successors and assigns, and any *person* subject to your written irrevocable consents or powers of attorney or any of your general partners and *managing agents*.

Signature

I, the undersigned, sign this Form ADV on behalf of, and with the authority of, the *non-resident* investment adviser. The investment adviser and I both certify, under penalty of perjury under the laws of the United States of America, that the information and statements made in this ADV, including exhibits and any other information submitted, are true and correct, and that I am signing this Form ADV Execution Page as a free and voluntary act.

I certify that the adviser's books and records will be preserved and available for inspection as required by law. Finally, I authorize any *person* having *custody* or possession of these books and records to make them available to federal and state regulatory representatives.

Signature: Date: MM/DD/YYYY

Printed Name: Title:

Adviser *CRD* Number:
159189

Final Execution Copy

Public Trust Advisors, LLC

Firm Brochure - Form ADV Part 2A

This brochure provides information about the qualifications and business practices of Public Trust Advisors, LLC. If you have any questions about the contents of this brochure, please contact us at (303) 726-2279 or by email at: randy.palomba@publictrustadvisors.com. The information in this brochure has not been approved or verified by the United States Securities and Exchange Commission or by any state securities authority.

Additional information about Public Trust Advisors, LLC is also available on the SEC's website at www.adviserinfo.sec.gov. Public Trust Advisors, LLC's CRD number is: 159189.

999 18th Street - Suite 1230
Denver, Colorado 80202
(303) 726-2279
randy.palomba@publictrustadvisors.com

Registration does not imply a certain level of skill or training.

Version Date:
03/25/2014

Item 2: Material Changes

The date of our last Brochure was March 25, 2013. This revised Brochure contains updates regarding the following items:

- Effective May 1, 2013 Public Trust Advisors, LLC ("PTA") took on the administrative, transfer agency and accounting services for the New York Cooperative Liquid Assets Securities System ("NYCLASS").
  Effective October 1, 2013 PTA took on the administrative, transfer agency and accounting services for the Texas Cooperative Liquid Assets Securities System ("Texas CLASS").
  Effective February 1, 2014 PTA took on the administrative, transfer agency and accounting services for the Michigan Cooperative Liquid Assets Securities System ("Michigan CLASS"). All of these local government investment pool products have been included in Item 4. Advisory Business section on page 2 and Item 13: Reviews of Accounts section on page 11.
- The description of Advisory Business (Item 4) has been updated to reflect the current ownership of the business, to better describe the services of PTA as it relates to the Investment Advisory Services, Administrative and Transfer Agency Services and Fund Accounting Services. Additionally, the current Brochure includes under Amounts Under Management. The additional disclosure of PTA may from time to time utilize the services of third party investment managers in a sub-advisory capacity to provide certain investment advisory services to our clients, has been added.
- PTA has since added consulting services. This addition is disclosed in Item 4 and Item 5.
- Since the last Brochure PTA has grown their client base of separately managed accounts which have led to a more detailed disclosure of the fee structures, Payment of Fees and Other Fees and Expenses sections.
- The description of Client Referrals and Other Compensation (Item 14) has been updated to disclose that PTA has entered into and may continue, from time to time, to enter into agreements with individuals and organizations, some of whom may be affiliated or unaffiliated with PTA, that refer clients to PTA.

Pursuant to SEC Rules, we will provide you with one or more of the following:

- An updated annual brochure that includes a summary of any material changes to the Brochure during the course of the previous business year within 120 days of the close of PTA's fiscal year end of December 31st.
- An interim amendment to the brochure if new information in response to Disciplinary Information (Item 9) is available; and
- An interim amendment resulting from any material change that could affect the relationship between our client(s) and PTA.

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Item 4: Advisory Business

A. Description of the Advisory Firm

Public Trust Advisors, LLC is a Limited Liability Company organized in the state of Colorado.

This firm has been in business since September of 2011, and the principal owners are Chris DeBow, John Francis Grady, Thomas D. Jordan, Randy Scott Palomba, Thomas Norbert Tight and Gregory Stuart Wright.

PTA may from time to time utilize the services of third party investment managers in a sub-advisory capacity to provide certain investment advisory services to our clients. In these cases, PTA will obtain written permission from the client and ensure the client receives all required disclosure information regarding sub-adviser. PTA will continually monitor the services provided by the sub-adviser and will have the ability to hire and fire when necessary.

B. Types of Advisory Services

Public Trust Advisors, LLC (hereinafter "PTA") offers the following services to advisory clients:

Investment Advisory Services

PTA offers investment advisory services to U.S. government entities and municipalities ("Clients") only. These services are provided on either a discretionary or non-discretionary basis, depending upon each Client's needs and requirements and subject to the written investment guidelines provided by each Client. The investment guideline information provided by each Client, together with any other information relating to the Client's overall investment requirements ("Investment Policy Statement"), will be used by PTA to determine the appropriate portfolio asset allocation for each client.

PTA does not assume any responsibility for the accuracy of the information provided by a Client and is not obligated to verify any information received from a Client. Under all circumstances, Clients are responsible for promptly notifying PTA in writing of any material changes to the Client's Investment Policy Statement. In the event that a Client notifies PTA of changes, PTA will review such changes and implement any necessary revisions to the Client's portfolio.

PTA mainly invests Client assets in U.S. government securities, but may also invest in other fixed income securities and repurchase agreements. Please refer to Item 8 for additional information about PTA's methods of analysis, investment strategies, and their associated risks.

Administrative and Transfer Agency Services

PTA provides administrative and transfer agency services to the Local Government Investment Pools (LGIP) of Colorado Local Government Liquid Asset Trust ("COLOTRUST"), Michigan Cooperative Liquid Assets Securities System (“Michigan CLASS”), New York Cooperative Liquid Assets Securities System (“NY CLASS”) and Texas Cooperative Liquid Assets Securities System (“Texas CLASS”). Services provided, include but are not limited to, the maintenance of participant records, transactions and account balances; and money movements based on client requests.

Fund Accounting Services

PTA provides fund accounting services for COLOTRUST, Michigan CLASS, NY CLASS and Texas CLASS which entails the daily accounting of assets, income earned and expenses to derive an NAV and a daily dividend rate to be paid to participants. Additional services provided are annual financials and Board reports.

Consulting Services

PTA also provides investment related consulting services to clients. Consulting services may include the following:

- Request for proposal (RFP) creation and implementation.
- Review of investment portfolio(s) and investment policies.
- Review of organization structure and functions regarding the investment activities.
- Review of investment compliance with applicable state and internally imposed requirements.
- Future investment planning strategies and implementation analysis and recommendations.
- Broker/Dealer selection assistance.
- Banking institution selection assistance.
- Investment risk analysis.

C. Client Tailored Services and Client Imposed Restrictions

PTA offers the same suite of services to all of its clients. However, specific client financial plans and their implementation are dependent upon the client Investment Policy Statement which outlines each client's current situation (income, tax levels, and risk tolerance levels) and is used to construct a client specific plan to aid in the selection of a portfolio that matches restrictions, needs,

and targets.

At the beginning of the relationship, we generally meet with the clients and gather information regarding client's overall investment objectives and guidelines. Where applicable an Investment policy is requested from the client and utilized to tailor the investments and objectives of the portfolio. From there we assist the client in determining the best investment strategy or strategies that are best suited to meet the client's needs and objectives. Once a client has selected an investment strategy or strategies, we provide continuous supervision and management of the assets. Clients are responsible for informing us of any changes to their investment objectives and /or restrictions.

Clients may not impose restrictions in investing in certain securities or types of securities in accordance with their values or beliefs.

D. Wrap Fee Programs

A wrap fee program is an investment program where the investor pays one stated fee that includes management fees, transaction costs, fund expenses, and any other administrative fees. PTA DOES NOT participate in any wrap fee programs.

E. Amounts Under Management

As of February 28, 2014 PTA had discretionary assets under management in the amount of $ 7.6 billion and $ 239 million in non-discretionary assets.

Item 5: Fees and Compensation

A. Fee Schedule

Investment Advisory Services Fees

Local Government Investment Pool (LGIP) accounts, fees are calculated based on either previous closed period’s net asset value or current days shares outstanding. Fees paid to PTA for the LGIP accounts cover portfolio management, fund accounting, administrative and transfer agency services and may cover various auxiliary expenses, including but not limited to, legal, audit, and board expenditures. These fees are generally paid monthly by the client to PTA.

Separately managed accounts billing is based on either the average market values or the average market values plus accrued interest for the billing period which can be either monthly or quarterly. These fees are based upon the needs of the client and complexity of the situation, agreed to in writing with the client and evidenced in the final fee schedule which is attached as Exhibit II of the Investment Advisory Contract. Fees are invoiced to the client and are paid either monthly or quarterly in arrears. Clients may terminate their contracts with thirty days' written notice. Because fees are charged in arrears, no refund

policy is necessary. Annual fees can be up to 0.30%, depending on a number of factors, including but not limited the amount of assets being managed. Fees will be collected via check, ACH, bank wire, or paid by the custodian after deduction from the client's account (where applicable.)

Consulting Services Fees

Payment received by PTA providing consulting services to clients is based on the scope of work to be performed, the time frame of the work, and complexity of the work to be completed. These fees are generally charged at a fixed rate. Fees may be charged based on a percentage of net assets or at an hourly rate.

All fees charged to clients are fully described in the contractual agreements between the client and PTA.

The firm may from time to time charge a fixed rate for services. The amount is negotiable and depends on the extent of services required.

B. Other Fees and Expenses

Clients should understand that the advisory fees described herein may not include certain charges imposed by third parties such as custodial fees and expenses. Client assets may also be subject to (as applicable) transaction costs, retirement plan administration fees, odd-lot differentials, transfer taxes, wire transfer and electronic fund fees, and other fees and taxes on brokerage accounts and securities transactions.

These fees and expenses are separate from and in addition to the fees charged by PTA. Accordingly, each Client should review all applicable fees, to fully understand the total amount of fees to be paid by the Client and to thereby evaluate the advisory services being provided.

C. Prepayment of Fees

Not Applicable.

D. Outside Compensation For the Sale of Securities to Clients

Neither PTA nor its supervised persons accept any compensation for the sale of securities or other investment products, including asset-based sales charges or services fees from the sale of mutual funds.

Item 6: Performance-Based Fees and Side-By-Side Management

PTA does not charge or accept performance-based fees or other fees based on a share of capital gains on or capital appreciation of the assets of a client.

Item 7: Types of Clients

PTA generally provides investment advisory services to states or municipal government entities.

Minimum Account Size

There is no account minimum.

Item 8: Methods of Analysis, Investment Strategies, and Risk of Investment Loss

A. Methods of Analysis and Investment Strategies

Methods of Analysis

PTA's methods of analysis include fundamental and technical analysis.

Fundamental analysis - Involves the evaluation of a security that attempts to measure its intrinsic value by studying related economic, financial and other qualitative and quantitative factors.

Technical analysis - Involves the examination of past market data such as prices and the volume of trading, which may provide an estimate of the future value of a security.

Investment Strategies

PTA has three (3) investment strategies with different investment objectives as outlined below.

Money Market - This strategy is offered only to pooled investment accounts. The overall objectives are to preserve capital while providing current income and daily liquidity. Short-term, high quality fixed income securities are utilized due to their minimal credit and volatility risk with the objective of maintaining a constant $1.00 net asset value. Typically this strategy invests in U.S. Treasury and Agency securities, commercial paper, repurchase agreements and bank deposits.

Enhanced Cash - The overall objectives are to preserve capital while providing high current income with a high degree of liquidity and lower excess risk than short term benchmarks. Short-term, high quality fixed income securities are utilized due to their minimal credit and volatility risk. Generally, the weighted average maturity of the investments in this strategy can range from six to eighteen months. Typically this strategy invests in U.S. Treasury and Agency securities, commercial paper, short-term corporate notes and bonds, and municipal bonds.

Core Assets- The overall objectives are to provide a steady stream of income with longer-term capital

appreciation. High quality fixed income investments are utilized to ensure minimal credit and volatility risk. This strategy involves active management of duration, sector and security selection. Common benchmarks for this strategy can be the Merrill Lynch 1-3 and 1-5 U.S. Treasury & Agency Indexes or as specified in the client's investment policy. Typically this strategy invests in U.S. Treasury and Agency securities as well as medium-term corporate and municipal bonds.

B. Material Risks Involved

Investing involves risks, including loss of principal, which clients should be prepared to bear. The investment decisions made by PTA for clients are subject to certain risks, and such decisions may not always be profitable. PTA does not guarantee returns or performance against stated benchmarks. Past performance is not a guarantee of future results. The following is a summary of common risks associated with investing in fixed-income securities.

Interest Rate Risk - A bond's price and yield share an inverse relationship. Interest rate risk may change a bond's value due to a change in the absolute level in interest rates, the spread between two rates or a shift in the yield curve. The actual degree of a bond's sensitivity to changes in interest rates depends on various characteristics of the investment such as coupon and maturity.

Credit Risk - The risk that a bond issuer may fail to make payments for which it is obligated. PTA focuses on an issuer's financial condition to gauge its ability to make payments of interest and principal in a timely manner. Credit risk is also gauged by quality ratings Organizations such as Moody's and Standard & Poor's.

Liquidity Risk - The degree to which an investment can be sold at or near it's fair value. The size of a bond's market, the frequency of trades, ease of valuation and issue size impact liquidity risk.

Market Risk - The risk that the value of securities owned may go up or down, sometimes rapidly or unpredictably, due to factors affecting securities markets generally or particular industries.

Issuer Risk: The risk that the value of a security may decline for a reason directly related to the issuer, such as management performance, financial leverage and reduced demand for the issuer's goods or services.

Municipal Project-Specific Risk: The risk of the portfolio being more sensitive to adverse economic, business or political developments if it has invested in a substantial amount in municipal bonds of similar projects (e.g., housing, transportation, utilities), industrial development bonds, or in bonds from issuers in a single state.

Default Risk: The risk that a bond issuer (or counterparty) will default, by failing to repay principal

and interest in a timely manner.

The market value of bonds will generally fluctuate inversely with interest rates and other market conditions prior to maturity and will equal par value at maturity. Interest rates for bonds may be fixed at the time of issuance, and payment of principal and interest may be guaranteed by the issuer and, in the case of U.S. Treasury obligations, backed by the full faith and credit of the U.S. Treasury. The market value of Treasury bonds will generally fluctuate more than Treasury bills, since Treasury bonds have longer maturities.

PTA generally seeks investments that do not involve significant or unusual risk beyond the scope of the domestic high-grade fixed income universe. PTA believes that the common risks involved with investing in fixed income securities as outlined above can be mitigated by prudently diversifying a portfolio's holdings.

C. Risks of Specific Securities Utilized

PTA generally seeks investment strategies that do not involve significant or unusual risk beyond that of the general domestic and/or international bond markets.

Treasury Inflation Protected/Inflation Linked Bonds: The Risk of default on these bonds is dependent upon the U.S. Treasury defaulting (extremely unlikely); however, they carry a potential risk of losing share price value, albeit rather minimal.

Fixed Income is an investment that guarantees fixed periodic payments in the future that may involve economic risks such as inflationary risk, interest rate risk, default risk, repayment of principal risk, etc.

Debt securities carry risks such as the possibility of default on the principal, fluctuation in interest rates, and counterparties being unable to meet obligations.

Short term trading risks include liquidity, economic stability and inflation.

Past performance is not a guarantee of future returns. Investing in securities involves a risk of loss that you, as a client, should be prepared to bear.

Item 9: Disciplinary Information

A. Criminal or Civil Actions

There are no criminal or civil actions to report.

B. Administrative Proceedings

There are no administrative proceedings to report.

C. Self-regulatory Organization (SRO) Proceedings

There are no self-regulatory organization proceedings to report.

Item 10: Other Financial Industry Activities and Affiliations

A. Registration as a Broker/Dealer or Broker/Dealer Representative

Neither PTA nor any of our management persons are registered, or have an application pending to register, as a broker-dealer or a registered representative of a broker-dealer. PTA does not recommend or select other investment advisers for clients in exchange for compensation from those advisers.

PTA has one affiliated entity, PT Asset Management, LLC (PTAM), under common control which is a registered investment advisor. PTAM is a wholly owned subsidiary of PTA. Each of these entities has agreements with its own respective client accounts.

B. Registration as a Futures Commission Merchant, Commodity Pool Operator, or a Commodity Trading Advisor

Neither PTA nor its representatives are registered as or have pending applications to become a Futures Commission Merchant, Commodity Pool Operator, or a Commodity Trading Advisor.

C. Registration Relationships Material to this Advisory Business and Possible Conflicts of Interests

Neither PTA nor its representatives have any material relationships to this advisory business that would present a possible conflict of interest.

D. Selection of Other Advisers or Managers and How This Adviser is Compensated for Those Selections

PTA does not utilize nor select other advisors or third party managers. All assets are managed by PTA management.

Item 11: Code of Ethics, Participation or Interest in Client Transactions and Personal Trading

A. Code of Ethics

We have a written Code of Ethics that covers the following areas: Business Conduct Standard, who is subject to the code, Securities Holdings and Transaction Reports, Pre- Approval for Certain Securities Transactions, Insider Trading Policy, Outside Business Activities, Gifts and Other Matters Where There

is Potential for a Conflict of Interest, Confidentiality, Record Keeping for the Code of Ethics, Training and Annual Certification and Compliance with Laws and Regulations. Our Code of Ethics is available free upon request to any client or prospective client.

B. Recommendations Involving Material Financial Interests

PTA does not recommend that clients buy or sell any security in which a related person to PTA or PTA has a material financial interest.

C. Investing Personal Money in the Same Securities as Clients

PTA does not recommend that clients buy or sell any security in which a related person to PTA or PTA has a material financial interest.

D. Trading Securities At/Around the Same Time as Clients' Securities

PTA will not as a general rule, buy or sell securities for themselves that they also recommend to clients. PTA will monitor personal trades with client's accounts for conflicts of interest.

Item 12: Brokerage Practices

A. Selection Criteria and Best Execution

As a fiduciary, PTA has an obligation to use its best efforts to seek to obtain the best available price and most favorable execution given the circumstances with respect to all portfolio transactions placed by PTA on behalf of our clients. This process is commonly referred to as "best execution". As part of our best execution process PTA evaluates broker-dealers on a variety of criteria, including, but not limited to: (i) capital strength and stability, (ii) execution capabilities, (iii) trading expertise in fixed income securities, (iv) inventory of fixed income securities, (v) liquidity, (vi) any transaction costs, and (vii) reliable and accurate communications and settlement capabilities. From the evaluation, PTA selects and maintains a list of brokers ("Approved Brokers") that are used for client transaction execution. To help ensure the firm is meeting our best execution obligations, PTA performs a periodic (no less than quarterly) review of our trading practices and executions.

B. Order Aggregation and Allocation

From time to time PTA may determine, based on a variety of reasons, that the purchase or sale of a particular security is appropriate for multiple client accounts. When this happens, we may also determine that it is appropriate in the interest of efficient and effective execution to attempt to execute the trade orders as one or more block trades (i.e. aggregate the securities to be traded for each such account into one or more trade orders). These circumstances may, in turn, give rise to actual or potential conflicts of interest among the accounts for whom the security purchase or sale is appropriate, and among the subset of those accounts actually participating in a block trade, especially if the block trade

order results in a partial fill. In order to address these conflicts, PTA has adopted policies and procedures regarding allocating investment opportunities and also executed block trades in order to provide an objective and equitable method of allocation so that all clients are treated fairly. The basic objectives of these policies and procedures are as follows:

- PTA will always allocate investment opportunities among clients' accounts in a fair and equitable manner based on each client's overall investment objectives and strategy, and any restrictions placed on the management of the account;
- PTA will only aggregate clients' trades when it believes that such aggregations are consistent with its duty to seek best execution for its clients; and
- PTA will strive to ensure that no single client participating in the block trade would be favored over any other participating client.

The Custodian, when applicable, will be chosen based on their relatively low transaction fees and their ability to perform their required duties. The Custodian provides for the safekeeping of clients assets. The choice of Custodian will be subject to periodic review by PTA.

C. Soft Dollar Considerations

PTA does not have any third party soft dollar arrangements in place. There may be rare occasions when PTA will receive unsolicited proprietary research (i.e., internally created information covering such subjects as the economy, industries, sectors of securities, individual companies, statistical information, taxation; political developments, legal developments, technical market action, pricing and appraisal services, credit analysis; risk measurement analysis) from an Approved Broker, and while we do not select Approved Brokers for trade execution based on the research they've provided, the price of their proprietary research is usually bundled into their transaction charges, which are paid for by the client. This practice is commonly referred to as "soft dollars" and is in accordance with the safe harbor of Section 28(e) of the Securities and Exchange Act of 1934 ("Section 28(e)").

Also as permitted by Section 28(e), the research provided to PTA by an Approved Broker may be used by the firm in servicing any or all of our clients, and may be used in connection with clients other than those making the payment of transaction costs to the Approved Broker. Since the research is being paid by the client, the receipt of such research may be deemed to be the receipt of an economic benefit by PTA, and although customary and permitted, may be deemed to create a conflict of interest between PTA and our clients. To address the conflicts surrounding soft dollars, PTA has adopted written policies and procedures regarding trading and brokerage selection. In addition, we perform periodic reviews of trading practices to help ensure they remain in the best interests of our clients.

D. Brokerage for Client Referrals

PTA does not receive referrals from any broker-dealers in exchange for using the broker-dealer for execution of client trades.

E. Directed Brokerage

In certain circumstances, PTA may accept written direction from a client regarding the use of a particular broker-dealer to execute some or all transactions for the client. When that happens, the client has usually negotiated terms and arrangements for the account with that broker-dealer, and PTA will not seek better execution services or prices from other broker-dealers. In addition, depending on the arrangement, PTA may not be able to aggregate a directed brokerage client's transactions with other PTA client transactions for the same security and PTA. Importantly, PTA will have limited ability to ensure the broker-dealer selected by the client will provide best possible execution, and as a result, the client may pay higher commissions or other transaction costs or greater spreads, or receive less favorable net prices, on transactions for the account than would otherwise be the case. Subject to its duty of best execution, PTA may decline a client's request to direct brokerage if, in PTA's sole discretion, such directed brokerage arrangements would result in additional operational difficulties and not be in the best interest of the requesting client. Further, from time to time PTA may examine current market information for the benefit of the client is assessing the cost versus benefit of using a directed broker.

Item 13: Reviews of Accounts

A. Frequency and Nature of Periodic Reviews and Who Makes Those Reviews

Client accounts are reviewed periodically on a regular basis (at least monthly) by Randy Scott Palomba, Chief Financial Officer. Randy Scott Palomba is the chief advisor and is instructed to review clients' accounts with regards to their investment policies, risk tolerance levels and allocations. All accounts at PTA are assigned to this reviewer.

B. Factors That Will Trigger a Non-Periodic Review of Client Accounts

Reviews may be triggered by material market, economic or political events, or by changes in client's financial situations (such as retirement, termination of employment, physical move, or inheritance).

C. Content and Frequency of Regular Reports Provided to Clients

Each client will receive at least monthly from the custodian, a written report that details the client's account including assets held and asset value which will come from the custodian. Monthly statements are provided to all separately managed accounts. These reports disclose such items as portfolio returns, holdings, transactions and issuer concentrations. Monthly statements are provided to the clients of COLOTRUST, Michigan CLASS, NY CLASS and Texas CLASS and where applicable to other LGIP clients denoting their balances, transactions and income earned for the period.

Item 14: Client Referrals and Other Compensation

A. Economic Benefits Provided by Third Parties for Advice Rendered to Clients (Includes Sales Awards or Other Prizes)

PTA does not receive any economic benefit, directly or indirectly from any third party for advice rendered to PTA clients.

B. Compensation to Non - Advisory Personnel for Client Referrals

PTA has entered into and may continue, from time to time, to enter into agreements with individuals and organizations, some of whom may be affiliated or unaffiliated with PTA, that refer clients to PTA. All such agreements will be in writing and comply with the requirements of Rule 206(4)-3 of the Advisers Act. If a client is introduced to PTA by a solicitor, PTA will pay that solicitor a fee in accordance with the requirements of Rule 206(4)-3 of the Advisers Act and any corresponding state securities law requirements. While the specific terms of each agreement may differ, generally, the compensation will be based upon PTA's engagement of new clients and the retention of those clients and is calculated using a varying percentage of the fees paid to PTA by such clients. Any such fee shall be paid solely from PTA's investment management fee, and shall not result in any additional charge to the client.

Each prospective client who is referred to PTA under such an arrangement will receive a copy of PTA's firm brochure and a separate written disclosure document disclosing the nature of the relationship between the third party solicitor and PTA and the amount of compensation that will be paid by PTA to the solicitor. Each client is required to sign a written acknowledgment of receipt of PTA's disclosure brochure and the solicitor's written disclosure statement, which will be maintained by PTA.

Item 15: Custody

Separately managed account clients will receive statements on at least a quarterly basis directly from the qualified custodian that holds and maintains their assets. Clients are urged to carefully review all custodial statements and compare them to any statements and account reports provided by PTA. Our statements and reports may vary from custodial statements based on accounting procedures, reporting dates, or valuation methodologies of certain securities.

Investors in Local Government Investment Pool accounts receive, at a minimum, audited financial statements within 120 days of pooled accounts fiscal year end.

Item 16: Investment Discretion

For accounts where PTA is granted discretionary authority in writing, PTA will normally determine (without first obtaining client's permission for each transaction): 1) the type of securities to be bought and sold, 2) the dollar amounts of the securities to be bought and sold, 3) the broker-dealers through which transactions will be executed, 4) whether a client's transaction should be combined with those of other Clients and traded as a "block", and 5) the commission rates and/or transactions costs paid to effect the transactions.

For non-discretionary accounts, PTA will provide recommendations to the client and if agreed upon for investment, will implement the transactions.

Item 17: Voting Client Securities (Proxy Voting)

PTA will not ask for, nor accept voting authority for client securities. Further, the types of securities purchased for clients' accounts are non-equity securities, which usually do not have voting rights.

Item 18: Financial Information

A. Balance Sheet

PTA does not solicit prepayment of more than $1,200 in fees per client, six months or more in advance and therefore is not required to provide, and has not provided, a balance sheet.

B. Financial Conditions Reasonably Likely to Impair Ability to Meet Contractual Commitments to Clients

Neither PTA nor its management have any financial conditions that are likely to reasonably impair our ability to meet contractual commitments to clients.

C. Bankruptcy Petitions in Previous Ten Years

PTA has not been the subject of a bankruptcy petition in the last ten years.

Appendix C

Client#: 24311 PUBTR

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 01/09/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Sharon Thomas	
Rust Insurance Agency, LLC 910 17th Street, N.W. Washington, DC 20006 202 776-5000	PHONE (A/C, No, Ext): 202 776-5015	FAX (A/C, No): 202 776-1288
	E-MAIL ADDRESS: sthomas@rustinsurance.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : CNA Insurance Company	
INSURED Public Trust Advisors, LLC 999 18th Street, Suite 1230 Denver, CO 80202	INSURER B : Travelers Property Casualty	
	INSURER C : Chubb & Son	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			B4031227927	11/21/2013	11/21/2014	EACH OCCURRENCE	$1,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$300,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$1,000,000
							GENERAL AGGREGATE	$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$2,000,000
	POLICY PRO-JECT LOC							$
A	AUTOMOBILE LIABILITY			B4031227927	11/21/2013	11/21/2014	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS / X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			B4031228043	11/21/2013	11/21/2014	EACH OCCURRENCE	$3,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$3,000,000
	DED X RETENTION $10000							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N			WC431185470	11/21/2013	11/21/2014	X WC STATU-TORY LIMITS / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N	N / A					E.L. EACH ACCIDENT	$1,000,000
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000
B	Professional			15R77639	01/01/2014	01/01/2015	$5,000,000/$250,000 Ret	
C	Excess Prof.			82248573	01/01/2014	01/01/2015	$5,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

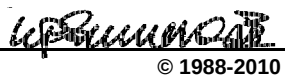
CERTIFICATE HOLDER

INSURANCE VERIFICATION

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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Appendix D

PUBLIC TRUST ADVISORS

999 18th Street, Suite 1230
Denver, Colorado 80202

303-295-0777 TEL
303-292-3492 FAX

855-395-3954 TFREE
www.publictrustadvisors.com

EXHIBIT I-2

PUBLIC TRUST ADVISORS, LLC
PRIVACY POLICY

Last Updated: December 1, 2011

Introduction

Public Trust Advisors, LLC ("PTA") dedicates itself to protecting customer information. We value your trust and want you to understand what information we obtain, how PTA uses this information, and how we protect it. PTA will not share non-public information about customers with third parties with the exception of the securities vendors we use to serve your securities brokerage needs, by law your registered representative(s) or others as further described below. We have created our Privacy Policy to communicate our privacy commitment to you.

- It is PTA's policy not to sell personal information to outside marketers for payment or any other compensation.
- We will at all times maintain physical, electronic and procedural safeguards to protect customer/personal information we obtain.
- We will inform customers of our Privacy Policy annually and what changes, if any, are made.

As a registered investment advisor, PTA must comply with SEC Regulation S-P, which requires registered advisors to adopt policies and procedures to protect the "nonpublic personal information" customers and to disclose to such persons policies and procedures for protecting that information. Nonpublic personal information includes nonpublic "personally identifiable financial information" plus any list, description or grouping of customers that is derived from nonpublic personally identifiable financial information. Such information may include personal financial and account information, information relating to services performed for or transactions entered into on behalf of clients, advice provided by PTA to clients, and data or analyses derived from such nonpublic personal information. In addition, the obligation for investment advisors such as PTA to maintain the absolute privacy of their clients and their clients' information is addressed in the Gramm-Leach-Bliley Act Privacy Safeguards Rule, 16 CFR Part 314. In November 1999, Congress passed landmark legislation repealing Depression-era restrictions on cross-ownership between banks, insurance companies, and broker-dealers. Included in the Gramm-Leach-Bliley Act (the GLBA) was a separate chapter restricting the sharing of consumer information collected by financial institutions with third-party firms or vendors. Nearly all firms involved in the financial services industry are subject to the federal regulations, and many will be subject to future state privacy statutes and regulations. Federal privacy regulations issued pursuant to Title V of the GLBA became effective November 13, 2000, and require financial institutions to create a comprehensive privacy policy and send privacy notices annually to customers.

Overview

The GLBA requires "financial institutions" to protect the privacy of most information they obtain from individuals who use their products and services. The term "financial institution" is defined broadly. It includes investment advisors, broker-dealers, investment companies, and insurance agents and brokers. (References throughout this summary to investment advisors include financial planners.) Financial planning firms are not defined in the federal or state regulations, but nearly all planners with a comprehensive practice will be covered under these rules. Generally speaking, under the rules financial planning firms must: create a privacy program; provide privacy policy notices to their clients and prospective clients; provide clients and prospective clients with the ability to opt out from the disclosure of information to nonaffiliated third parties (with certain key exceptions); maintain appropriate additional records of the firm's privacy policy and related client communications for purposes of Securities and Exchange Commission (SEC) and state recordkeeping rules (if a registered investment advisor); and be prepared to deliver annually thereafter (not merely offer, as is permitted in the case of Part II of Form ADV) to clients the privacy policy and opt-out procedures.

In order to provide you with products and services you have requested for your securities brokerage account, PTA may receive non-public information about you from the following:

- New Account(s) forms containing name, address, phone number, social security number, birth date, income, net worth, bank reference, and employment.
- Transaction activity in your account(s) or outside companies such as mutual fund and insurance companies.
- Credit reporting agencies for verification of accuracy of application data and/or to access credit worthiness for credit products.
- From other sources, with your consent, for example transferring your account to PTA.
- From other companies to assist us in marketing our products and services we offer jointly with other financial companies, for example mutual fund companies and insurance companies.

How Your Information is Protected

PTA is committed to protecting your non-public information and considers this safeguarding of information a priority. We maintain procedures and technology designed to prevent access to your personal information. We employ physical, electronic, and procedural protections in accordance with industry standards.

We restrict access to personal information to employees, our registered representatives and service providers for legitimate business purposes. We may share personal information we collect about our customers, prospects and former customers to service providers such as:

- Unaffiliated service providers such as securities clearing houses, printers for delivery of statements and other administrative services associated with your account(s).
- Government agencies, such as tax reporting or court orders.
- Other organizations such as consumer reporting agencies.

- Other organizations, as permitted by law that protect your privacy such as fraud prevention.
- Our registered representative(s) who may be independent correspondents of PTA.

Use of Information By Your Registered Representative

We know that for many of our customers, their ongoing relationship with their registered representative is of major importance. Therefore, we permit our registered representatives to maintain his/her own database and file on his/her customers which may include you. These files may contain some or all of the same information, confidential or otherwise, we possess about you. We further permit our registered representatives to use this information in servicing your accounts(s) and to take this information with them and share it with a new, unaffiliated broker-dealer, should your registered representative end his/her registration/affiliation with PTA. We do this to enable former registered representatives to provide continued, uninterrupted service to you, our customer, should you desire to transfer your accounts to a new broker-dealer. If you wish to opt out of this information sharing arrangement with our registered representatives, please inform us either by writing to us at the address below or calling our Compliance Department at (303) 244-0469.

On-Line Privacy

In addition to the privacy guidelines outlined above, the following on-line principles describe PTA's commitment to protecting your information when accessing us through the World Wide Web. We employ proven protection such as: firewalls; encryption techniques; and authentication verification techniques.

Even if you are a former PTA customer, our Privacy Policy will continue to apply to you.

For More Information Please Contact:

Public Trust Advisors, LLC
Compliance Department
999 18th Street, Suite 1230
Denver, Colorado 80202
www.publictrustadvisors.com
1-855-395-3954

Appendix E

PUBLIC TRUST ADVISORS, LLC
CODE OF ETHICS

February 1, 2013

1. Business Conduct Standard:

Public Trust Advisors, LLC (hereafter "PTA" or "Firm) and its Supervised Persons have an ongoing fiduciary responsibility to the Firm's clients and must ensure that the needs of the clients always come first. This code of ethics ("Code") shall serve as a guide to the conduct of all of the Firm's officers, directors, employees, principals, and any other person that the Firm may deem from time to time to be a supervised person (such as certain independent contractors), (hereinafter referred to as "Supervised Persons").

PTA holds its Supervised Persons to a very high standard of integrity and business practices. All Supervised Persons shall conduct the business of the firm in accordance with all applicable laws, including the Federal and states' securities laws and regulations and with the Code and they shall do so in an ethical and business like manner.

While affirming its confidence in the integrity and good faith of its Supervised Persons, the Firm understands that the knowledge of present or future client portfolio transactions and the power to influence client portfolio transactions, if held by such individuals, places them in a position where their personal interests might become conflicted with the interests of the Firm's clients. Such conflicts of interest could arise, for example, if securities are bought or sold for personal accounts in a manner that either competes with the purchase or sale of securities for client accounts or results in an advantageous position for the personal accounts.

Because PTA is a fiduciary to its clients, Supervised Persons must avoid actual and potential conflicts of interest with the Firm's clients. Therefore, in view of the foregoing and in accordance with the provisions of Rule 204A-1 under the Investment Advisers Act of 1940, as amended (the "Advisers Act"), PTA has adopted this Code to outline and prohibit certain types of activities that are deemed to create conflicts of interest (or at least the potential for or the appearance of such a conflict) and to outline pre-approval and reporting requirements, along with enforcement procedures. Please note that for all pre-approval, reporting and review requirements listed below, the Chief Compliance Officer ("CCO") will report to and/or obtain pre-approval from the Chief Executive Officer (CEO).

In addition, Supervised Persons must adhere to the following general principles as well as to the Code's specific provisions:

(a) At all times, the interests of the Firm's clients must come first;
(b) Personal securities transactions must be conducted consistent with the Code in a manner that avoids any actual or potential conflict of interest; and
(c) No inappropriate advantage should ever be taken that is contrary to the Firm's responsibilities and duties to its clients.

2. Unlawful Actions

It is unlawful for any Supervised Person:

(a) To employ any device, scheme or artifice to defraud a client;
(b) To make any untrue statement of a material fact to any of the Firm's clients or omit to state a material fact necessary in order to make the statements made to a client, in light of the circumstances under which they are made, not misleading;
(c) To engage in any act, practice or course of business that operates or would operate as a fraud or deceit on a client; or
(d) To engage in any manipulative practice with respect to a client.

All Supervised Persons shall cooperate with any investigation by the Firm and shall also cooperate with the Firm with respect to any litigation, arbitration or regulatory matters involving the Firm, by providing accurate and complete information to the Firm.

3. Who is subject to the Code:

All Supervised Persons of the Firm are subject to the Code.

4. Securities Holdings and Transaction Reports:

All Supervised Persons of the Firm are required to report their personal securities holdings and transactions for all their personal accounts, which include every account for which a Supervised Person may directly or indirectly influence or control the investment decisions of the account and otherwise be deemed to have beneficial ownership. This typically includes, but may not be limited to, accounts of (a) any Supervised Person, (b) the spouse of such Supervised Person, (c) any children living in the same household of such Supervise Person, and/or (d) any other person residing in the same household of such Supervised Person, if such Supervised Person has a beneficial interest in such account(s). Each of the above accounts is considered a "Personal Account" of the Supervised Person. The information shall be provided to the Firm's CCO, as follows:

Brokerage Account Statements
All Supervised Persons shall provide the CCO with a written list of all Personal Accounts so that the Firm may direct each brokerage firm to send the CCO a copy of the brokerage account statements generated for each Personal Account.

Holdings Reports:
Each Supervised Person shall submit a written report initially upon employment and annually thereafter, showing their personal reportable security holdings ("Holdings Report"). The report must include all securities (other than what is exempted below) held in the Supervised Person's Personal Accounts(s) and any securities not held in Personal Accounts, such as private funds and/or certificates held in safety deposit boxes.

The initial report shall be made within 10 days of joining the Firm and the annual report is required every 12 months. Each report must contain information that is current as of a date no more than 45 days prior to the date the report is submitted.

These Holdings Reports must identify the beneficial owner; title/type of the security; the

number of shares/units held and principal amount; name of broker, dealer or bank holding the account containing the securities; and the date the Holding Report is submitted to the Firm.

Quarterly Transaction reports:
Each Supervised Person shall file a quarterly transaction report with the CCO of the Firm within 30 days of the end of each calendar quarter. These quarterly reports must identify all transactions that took place during the quarter in all Personal Accounts, except for transactions that take place in an account where the Supervised Person has no direct or indirect influence or control (e.g., discretionary managed accounts), or transactions that are part of an automatic reinvestment plan. The report must include the name of the beneficial owner; the title/type of the security; the number of shares/units held and principal amount; the maturity date and/or the interest rate, if applicable, the nature of the transaction (purchase or sale); the price of the security at which the transaction was effected; name of broker, dealer or bank that effected the transaction; and the date the quarterly report is submitted to the firm. (*The Person need not submit a quarterly transactions report if the report would duplicate information contained in broker trade confirmations or account statements received by the Firm. Provided the Firm has obtained these confirmations and statements within 30 days of the end of the applicable quarter and they contain all required information listed above.)*

Exempt Securities:
No Supervised Person shall be required to pre-clear or report their holdings or transactions in any Personal Account in the following securities:

- Open-end mutual funds (this *excludes* closed-end mutual funds and ETFs which must be reported)
- U.S. treasury bonds, treasury notes, treasury bills, U.S. Savings Bonds, and other instruments issued by the U.S. government or its agencies or instrumentalities
- Debt instruments issued by a banking institution, such as bankers' acceptances and bank certificates of deposit (this *excludes* corporate or high yield bonds which must be reported)
- Commercial paper
- Repurchase agreements

5. Pre-Approval For Certain Securities Transactions:

Each Person must obtain the CCO's written preapproval before acquiring any beneficial ownership interest in any security issued in an initial public offering ("IPO") or in a limited Offering, such as a private placement.

6. Certification, Compliance and Reporting Violations of the Code:

The Code and Amendments thereto will be provided to all Supervised Persons, who shall certify by acknowledging in writing, that they have received, read, understood and will comply with the Code and any Amendments thereto. All Supervised Persons are responsible

for knowing their obligations under the Code and to comply with the Code.

Any Supervised Person with knowledge of any violation of this Code shall report such violation to the CCO promptly. Violations of the Code could result in penalties, including censure, fines; disgorgement of profits; suspension or termination. No Supervised Person will be sanctioned for the reporting of a potential or actual violation.

7. Insider Trading Policy (Dealing with material Non-Public Information):

You are prohibited from, divulging, acting upon and/or trading (buying or selling) securities on the basis of material nonpublic information.

Inside Information is defined as material non-public information about a company whose securities are publically traded. The information may relate to among other things, earnings or the financial condition of that company; activities of that company or other matters that would affect the price of the securities of that company.

Information that is material is information that would be likely to have an impact on the price of the security or which a reasonable investor might consider important in their decision to buy or sell the securities.

Information is considered non-public, until it is released into the public domain for example, released by a major media source such as a wire service news network etc.

Upon initial execution of this Code and annually thereafter, all Supervised Persons are required to read the detailed Insider Trading Policies and Procedures contained in the Firm's Compliance Policies and Procedures Manual and then sign and date the certification form outlined in item 12 below.

8. Outside Business Activities, Gifts, And Other Matters Where There Is The Potential For A Conflict of Interest Must Be Disclosed To The CCO:

Outside Business Activity: Any activity, whether business or personal, for which you have the expectation of receiving payment for services or for which you in fact receive payment must be approved in writing in advance of your participation, by the CEO.

For those activities for which you do not receive payment, but rather serve as an officer, director, consultant, owner, or holder of any official position, you must also obtain approval in writing in advance of your participation by the CEO.

Gifts and Entertainment: Generally you may accept a gift which value does not exceed $100, provided you have not solicited the gift and the person making the gift is not attempting to influence you in an inappropriate fashion. Further, any gift should only be made on an infrequent basis, usually for a customary occasion, such as a major

holiday etc.

Similarly, you are constrained from making gifts to customer, vendor and others without the approval of the CCO as there are often local laws as well as securities industry regulatory restrictions on such gifts.

9. Record Keeping For Code Of Ethics:

The firm is required to keep certain records relating to the Code. These records are in addition to the other record keeping requirements of Rule 204-2.

Records relating to the Code include:

1. A copy of the adviser's Code (currently in effect and going back 5 years).

2. A record of any violation of the Code, and actions taken as a result of the violation.

3. A record of all written acknowledgments for each Supervised Person who is or within the last 5 years was a Supervised Person.

4. A copy of all brokerage statements received.

5. A record of each report made by a Supervised Person.

6. A record of the names of the persons who are, or with in the past five years were, Supervised Persons of the Adviser.

7. A record of any decision and the reasons supporting the decision, to approve the acquisition of securities issued in an IPO or limited offering by an access person, for a period of at least five years after the end of the fiscal year in which the approval is granted.

10. Administration of the Code:

The CCO or designee will review all reports and other information submitted under this Code. This review may include, but not be limited to: (1) an assessment of whether Supervised Persons followed the required procedures as outlined within this Code; (2) an assessment of any trading patterns that may indicate abuse; and (3) performing any other assessment that may be necessary to determine whether there have been any violations of the Code.

The CCO or designee will assess whether any violation has occurred. If it is determined that a violation has occurred, the CCO will report such violation to the CEO, who may impose such sanctions as he deems appropriate, including, but not

limited to suspension of personal trading privileges for a specified period, disgorging of profits made by the violator, fines and/or dismissal from PTA.

11. Exceptions:

The CCO may grant written exceptions to the provisions of the Code based on equitable considerations (e.g., rapid markets, hardship, satisfaction of a court order, etc.). The exceptions may be granted to individuals or classes of individuals with respect to particular transactions, classes of transactions or all transactions, and may apply to past as well as future transactions, provided that no exception will be granted where the exceptions would result in a violation of federal securities laws.

12. Training and Annual Certification:

PTA will provide annual training in various aspects of the Code including specific training regarding the misuse of Material Non-Public Information. In addition, all Supervised Persons will be required to provide annual disclosures and certifications with respect to:

1. the receipt and understanding of Code and any Amendments thereto;
2. all outside business activities;
3. and compliance with the firms insider trading policy

Appendix F

Sample Investment Portfolio

Monthly Investment Report for Period Ended August 31, 2014

Address
Address
Address

Public Trust Advisors LLC
4767 New Broad Street
Orlando, Florida 32814

Sample Investment Portfolio Summary

Investment Management Portfolio Review	Page
Investment Portfolio Summary Comparison	3
Total Return Performance Summary	4
Investment Portfolio Maturity Distribution	5
Investment Portfolio Rating Distribution	6
Investment Portfolio Security Distribution	7
Additional Disclosure	8
Portfolio Holding Details	

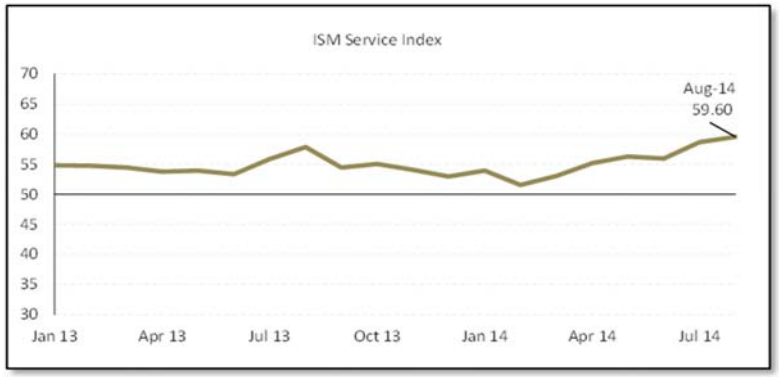
Sample Investment Portfolio Summary Comparison for the period August 1, 2014 to August 31, 2014

Sample Investment Portfolio	August 1, 2014 Beginning Balance	August 31, 2014 Ending Balance
Book Value[1]	$ 153,631,011.13	$ 153,979,697.03
Accrued Interest	362,017.75	362,053.41
Book Value Plus Accrued	**$ 153,993,028.87**	**$ 154,341,750.44**
Net Unrealized Gain/Loss	(125,506.44)	56,786.13
Market Value Plus Accrued	**$ 153,867,522.44**	**$ 154,398,536.57**
Net Pending Transactions	36.80	10.16
Market Value Plus Accrued Net[2]	**$ 153,867,559.24**	**$ 154,398,546.73**

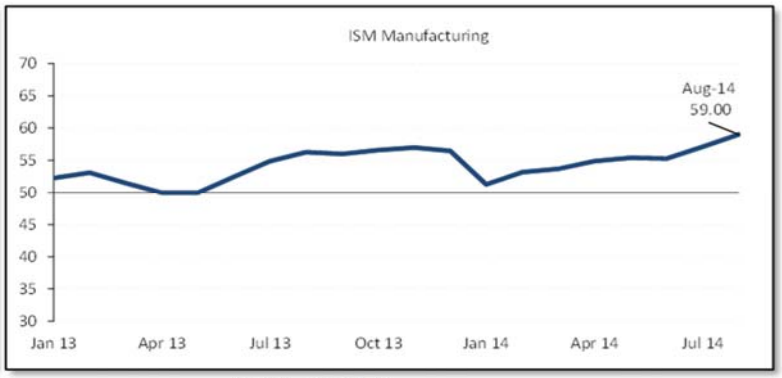
Portfolio Characteristic	August 1, 2014 Beginning Balance	August 31, 2014 Ending Balance
Book Yield Gross	**0.67%**	**0.66%**
Market Yield Gross	**0.70%**	**0.64%**
Weighted Average Coupon	**1.07%**	**1.07%**
Duration	**1.82 Years**	**1.72 Years**
Weighted Effective Maturity	**1.94 Years**	**1.83 Years**
Weighted Final Maturity	**2.12 Years**	**2.06 Years**

Sample Investment Portfolio	Ending Net Income
Interest Income	$ 133,083.01
Net Amortization/Accretion	(48,279.94)
Net Realized Gain/Loss	258.47
Custody Fee	
Net Income (Including Net of Custody Fee)	**$ 85,061.53**

Portfolio Compliance		Compliant
Security Distribution		**YES**
Maturity Distribution		**YES**
Rating Distribution		**YES**



Source: Bloomerg



Source: Bloomberg

(1) Book value includes payables which represent amounts due to settle security transactions that have been executed but have not settled as of period end. The funds used to settle these trades may come from a variety of sources including cash within the portfolio, proceeds from future security transactions including maturities and sales, or other sources including money market funds. For reporting purposes, a payable is created for over-period settlements which are reflected in the detailed holdings.

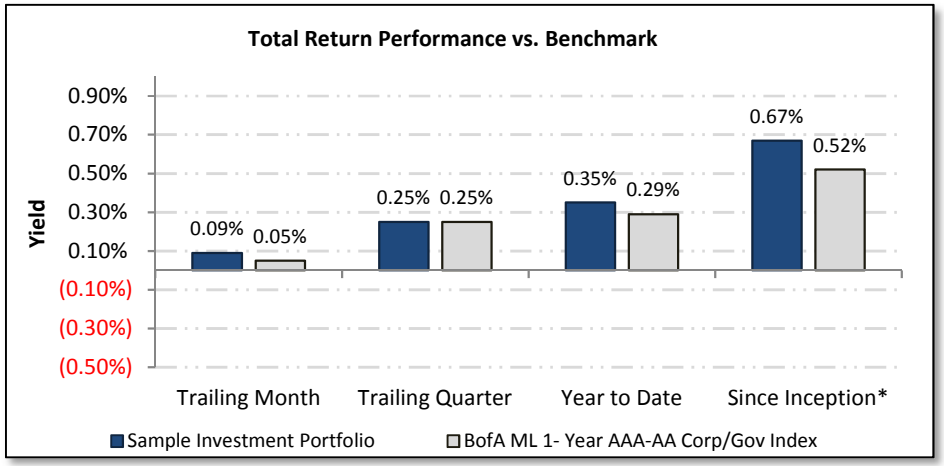
(2) Market Value Plus Accrued Net represents the market value of the portfolio net payables and recievables from transactions that settle in the following reporting period.

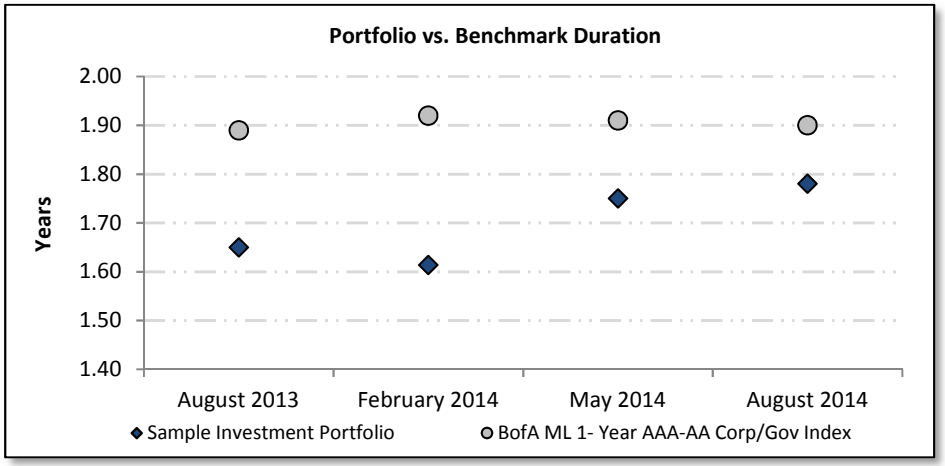
Sample Investment Portfolio Total Return August 1, 2014 to August 31, 2014

Total Return Performance	Trailing Month Periodic	Trailing Quarter Periodic	Year to Date Periodic	Since Inception* Periodic
Sample Investment Portfolio	0.09%	0.25%	0.35%	0.67%
BofA ML 1- Year AAA-AA Corp/Gov Index	0.05%	0.25%	0.29%	0.52%

Yeild to Maturity at Market	August 31, 2014 Market Yield
Sample Investment Portfolio	0.64%
BofA ML 1- Year AAA-AA Corp/Gov Index	0.50%

Duration	August 2013	February 2014	May 2014	August 2014
Sample Investment Portfolio	1.650	1.614	1.750	1.780
BofA ML 1- Year AAA-AA Corp/Gov Index	1.890	1.920	1.910	1.900



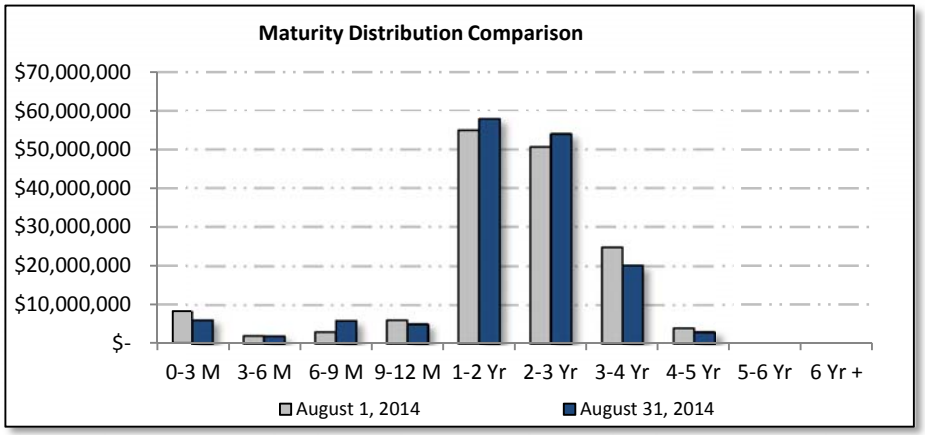


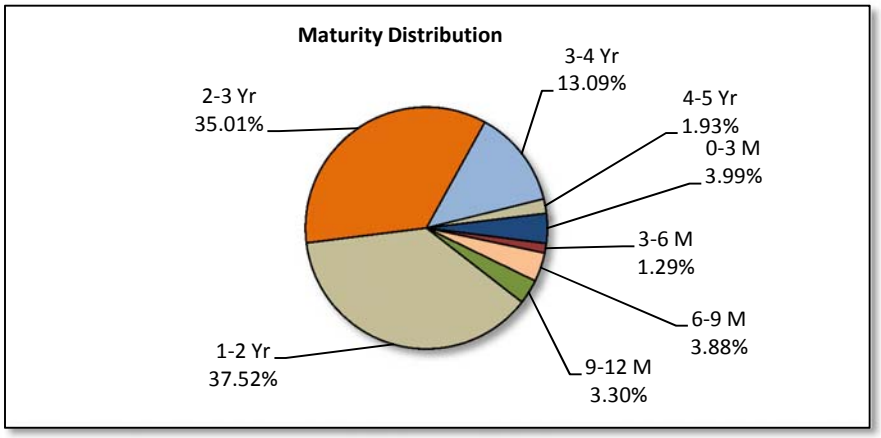
*Total return since inception date: February 1, 2012 - Total Return Figures ARE FOR ILLUSTRATION ONLY

Annualized total return performance presented for investment periods longer than one year. Benchark Bloomberg Index Code B1B0.

Sample Investment Portfolio Maturity Distribution August 1, 2014 to August 31, 2014

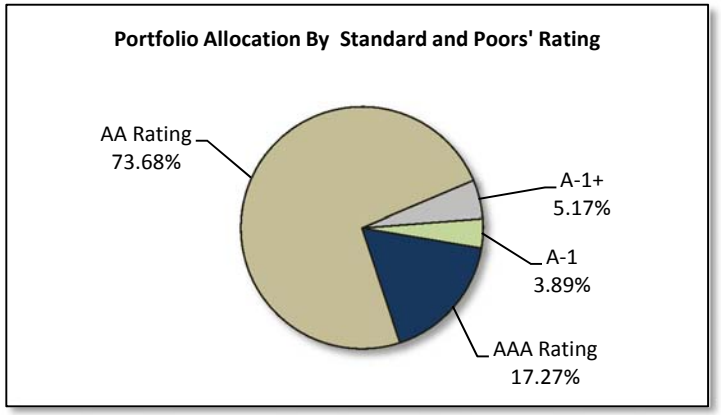
Maturity Distribution	August 1, 2014 Beginning Balance	August 31, 2014 Ending Balance	Portfolio Allocation	Distribution Change
0-3 Months	$ 8,254,468.60	$ 6,154,134.65	3.99%	-1.38%
3-6 Months	1,998,032.22	1,998,428.33	1.29%	0.00%
6-9 Months	2,994,453.34	5,987,755.83	3.88%	1.93%
9-12 Months	6,077,290.83	5,088,650.00	3.30%	-0.65%
1-2 Years	54,971,558.40	57,923,082.10	37.52%	1.79%
2-3 Years	50,662,407.64	54,049,831.26	35.01%	2.08%
3-4 Years	24,908,209.80	20,211,678.01	13.09%	-3.10%
4-5 Years	4,001,101.61	2,984,976.39	1.93%	-0.67%
5-6 Years	-	-	0.00%	0.00%
6 Years +	-	-	0.00%	0.00%
Total Portfolio	**$ 153,867,522.44**	**$ 154,398,536.57**	**100.00%**	



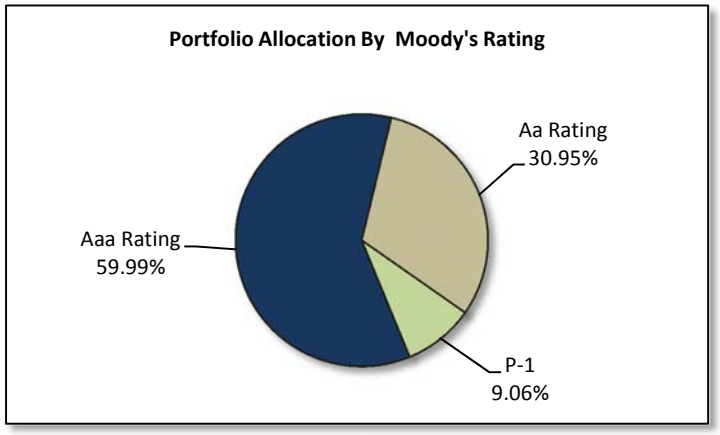


Sample Investment Portfolio Rating Distribution August 1, 2014 to August 31, 2014

S&P Rating Distribution*	August 31, 2014 Ending Balance	Portfolio Allocation
Short Term Rating Distribution		
A-1+	$ 7,986,184.17	5.17%
A-1	5,999,060.00	3.89%
Total Short Term Ratings	**$ 13,985,244.17**	9.06%
Long Term Rating Distribution		
AAA Rating	$ 26,659,848.05	17.27%
AA Rating	113,753,444.36	73.68%
A Rating	-	0.00%
Below A	-	0.00%
Not Rated	-	0.00%
Total Long Term Rating	**$ 140,413,292.41**	90.94%
Total Portfolio	**$ 154,398,536.57**	**100.00%**



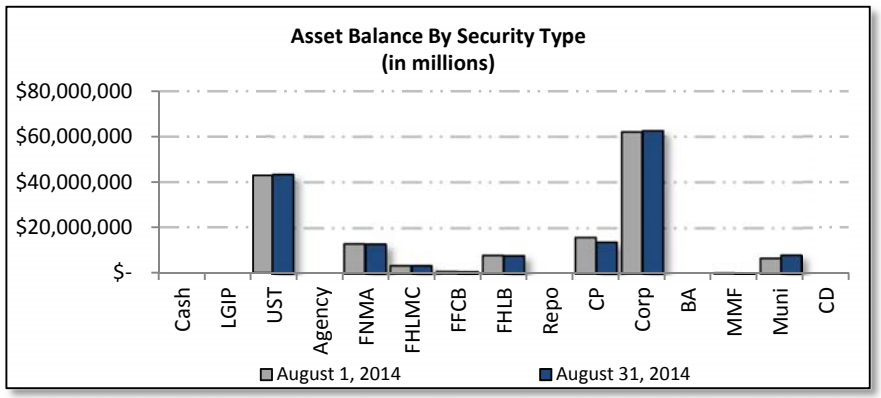
Moody's Rating Distribution*	August 31, 2014 Ending Balance	Portfolio Allocation
Short Term Rating Distribution		
P-1	$ 13,985,244.17	9.06%
P-2	-	0.00%
Total Short Term Ratings	**$ 13,985,244.17**	9.06%
Long Term Rating Distribution		
Aaa Rating	$ 92,629,866.31	59.99%
Aa Rating	47,783,426.10	30.95%
A Rating	-	0.00%
Below A	-	0.00%
Not Rated	-	0.00%
Total Long Term Rating	**$ 140,413,292.41**	90.94%
Total Portfolio	**$ 154,398,536.57**	**100.00%**

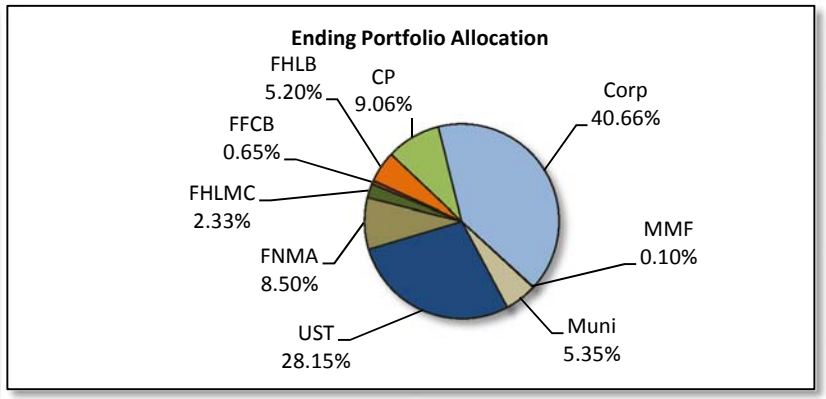


* Securities must be rated A or better by at least two Nationally Recognized Statistical Rating Organizations (NRSRO) at the time of purchase. A current list of NRSROs recognized by the SEC can be found at http://www.sec.gov/ocr#.U8RLIfldXD8.

Sample Investment Portfolio Security Distribution August 1, 2014 to August 31, 2014

Security Distribution	August 1, 2014 Beginning Balance	Portfolio Allocation	August 31, 2014 Ending Balance	Book Yield	Portfolio Allocation	Change in Allocation	Permitted by Policy*	Compliant
Cash	$ -	0.00%	$ -	0.00%	0.00%	0.00%	100.00%	YES
Bank Deposit Notes	-	0.00%	-	0.00%	0.00%	0.00%	100.00%	YES
U.S. Treasury Notes	42,956,148.35	27.92%	43,457,982.46	0.51%	28.15%	0.23%	100.00%	YES
U.S. Agency Notes	-	0.00%	-	0.00%	0.00%	0.00%	100.00%	YES
FNMA	13,137,546.86	8.54%	13,126,615.16	0.84%	8.50%	-0.04%	100.00%	YES
FHLMC	3,592,753.56	2.33%	3,598,424.72	0.00%	2.33%	0.00%	100.00%	YES
FFCB	1,000,775.83	0.65%	1,001,087.50	0.21%	0.65%	0.00%	100.00%	YES
FHLB	8,035,537.50	5.22%	8,035,982.50	0.41%	5.20%	-0.02%	100.00%	YES
Repurchase Agreement	-	0.00%	-	0.00%	0.00%	0.00%	100.00%	YES
Commercial Paper	15,981,664.44	10.39%	13,985,244.17	0.28%	9.06%	-1.33%	35.00%	YES
Corporate Notes	62,162,547.85	40.40%	62,773,859.25	0.79%	40.66%	0.26%	100.00%	YES
Bankers Acceptances	-	0.00%	-	0.00%	0.00%	0.00%	100.00%	YES
Money Market Funds	256,964.71	0.17%	155,074.65	0.01%	0.10%	-0.07%	100.00%	YES
Municipal Bonds	6,743,583.33	4.38%	8,264,266.17	0.82%	5.35%	0.97%	100.00%	YES
Certificates of Deposit	-	0.00%	-	0.00%	0.00%	0.00%	100.00%	YES
Total Portfolio	**$ 153,867,522.44**	**100.00%**	**$ 154,398,536.57**	**0.63%**	**100.00%**			





*Permitted allocation based on aggregate assets as defined within the investment policy. Instrumentality total limited to 50%. Current total is 16.69%

Additional Disclosure

This statement is for general information purposes only and is not intended to provide specific advice or recommendations. Please review the contents of this statement carefully. Should you have any questions regarding the information presented, calculation methodology, investment portfolio or security detail, or any other facet of your statement, please feel free to contact us.

Public Trust Advisor's monthly statement is intended to detail our investment advisory activity as well as the activity of any accounts held by clients in pools that are managed by Public Trust Advisors. The custodian bank maintains the control of assets and executes and settles all investments transactions. The custodian statement is the official record of security and cash holdings transactions. Public Trust Advisors recognizes that clients may use these reports to facilitate record keeping; therefore the custodian bank statement and the Public Trust Advisors statement should be reconciled and differences resolved. Many custodians use a settlement date basis which may result in the need to reconcile due to a timing difference. Please contact your relationship manager or our toll free number 855-395-3954 with questions regarding your account.

Public Trust Advisors does not have the authority to withdraw funds from or deposit funds to the custodian. Our clients retain responsibility for their internal accounting policies; implementing and enforcing internal controls and generating ledger entries or otherwise recording transactions.

Pricing sources from our reporting platform are provided by Clearwater reporting platform and are established by Clearwater's internal pricing procedures. Clearwater utilizes a hierarchical pricing model which starts with one of the industry's pricing sources, S&P Capital IQ. Securities with short maturities and infrequent secondary market trades are typically priced via mathematical calculations. The Securities in this investment portfolio, including shares of mutual funds, are not guaranteed or otherwise protected by Public trust Advisors, the FDIC (except for certain non-negotiable certificates of deposit) or any government agency, unless otherwise specifically stated. Investment in fixed income securities involves risks, including the possible loss of the amount invested.

Past performance is not an indication of future performance.

Beginning and Ending Balances based on Market Value plus Accrued Interest on a Trade Date basis.

Public Trust Advisors is an investment advisor registered with the Securities and Exchange Commission, and is required to maintain a written disclosure statement of our background and business experience. If you would like to receive a copy of our current disclosure statement, privacy policy, or code of ethics please contact Service Operations at the address below.

Public Trust Advisors
999 18th Street, Suite 1230
Denver, CO 80202

Sample Investment Portfolio Detail

Portfolio Holdings

Portfolio Income

Portfolio Transactions

Issuer Concentration

Security Concentration

Month End Report Trade Date

Month End (M8 Y2014)
08/01/2014 - 08/31/2014
Dated: 09/22/2014
Locked Down

Holdings Report Trade Date

As of 08/31/2014

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Dated: 09/22/2014

Description, Identifier, Security Type, Coupon	Effective Maturity, Final Maturity, Callable, Next Call Date	Original Cost, Current Units, Market Price	Trade Date, Settle Date	Moodys Rating, S&P Rating, Fitch Rating	Book Value, Book Value + Accrued	Accrued Balance, Net Unrealized Gain/Loss	Market Value, Market Value + Accrued
COMET 2013-A1 A1 14041NEK3 ABS 0.63	01/14/2016 11/15/2018 Y ---	2,000,703.12 2,000,000.00 99.892	05/02/2014 05/07/2014	NR AAA AAA	2,000,571.35 2,001,131.35	560.00 -2,735.35	1,997,836.00 1,998,396.00
FORDO 2012-A A4 34529UAD6 ABS 1.15	08/15/2015 06/15/2017 Y ---	1,295,485.78 1,284,000.00 100.655	02/24/2014 02/26/2014	Aaa AAA NA	1,291,335.13 1,291,991.39	656.27 1,073.79	1,292,408.92 1,293,065.18
SDART 2014-2 A2A 80283WAB5 ABS 0.54	06/05/2015 08/15/2017 Y ---	994,921.59 995,000.00 100.022	04/16/2014 04/23/2014	Aaa NA AAA	994,946.99 995,185.79	238.80 271.91	995,218.90 995,457.70
CCCIT 2005-A9 A9 17305ECX1 ABS 5.10	11/20/2015 11/20/2017 Y ---	1,069,687.50 1,000,000.00 105.475	05/02/2014 05/07/2014	Aaa AAA AAA	1,055,270.03 1,069,578.36	14,308.33 -520.03	1,054,750.00 1,069,058.33
CHAIT 2012-A5 A5 161571FL3 ABS 0.59	08/15/2015 08/15/2017 Y ---	2,002,812.50 2,000,000.00 100.115	08/07/2014 08/12/2014	NR AAA AAA	2,002,662.12 2,003,186.56	524.44 -370.12	2,002,292.00 2,002,816.44
CHAIT 2012-A8 A8 161571FR0 ABS 0.54	10/15/2015 10/16/2017 Y ---	1,600,750.00 1,600,000.00 100.041	08/13/2014 08/18/2014	NR AAA AAA	1,600,725.79 1,601,109.79	384.00 -68.19	1,600,657.60 1,601,041.60
SDART 2013-4 A3 80283HAC6 ABS 1.11	06/04/2015 12/15/2017 Y ---	1,005,820.31 1,000,000.00 100.462	05/01/2014 05/06/2014	Aaa AAA NA	1,004,105.10 1,004,598.43	493.33 515.90	1,004,621.00 1,005,114.33
CCCIT 2013-A3 A3 17305EFC4 ABS 1.11	07/22/2016 07/23/2018 Y ---	1,007,382.81 1,000,000.00 100.507	03/06/2014 03/11/2014	Aaa AAA NR	1,005,910.66 1,007,113.16	1,202.50 -841.66	1,005,069.00 1,006,271.50
HAROT 2012-1 A4 43813UAD2 ABS 0.97	05/14/2015 04/16/2018 Y ---	1,005,781.25 1,000,000.00 100.373	04/02/2014 04/07/2014	Aaa AAA NA	1,003,684.08 1,004,115.19	431.11 49.92	1,003,734.00 1,004,165.11
FORDO 2014-B A2 34530KAA1 ABS 0.47	07/12/2015 03/15/2017 Y ---	999,963.00 1,000,000.00 100.018	06/17/2014 06/24/2014	Aaa NA AAA	999,965.51 1,000,174.40	208.89 210.49	1,000,176.00 1,000,384.89
HAROT 2014-2 A3 43814GAC4 ABS 0.77	07/01/2016 03/19/2018 Y ---	999,879.80 1,000,000.00 99.982	05/13/2014 05/21/2014	Aaa AAA NA	999,895.58 1,000,173.64	278.06 -70.58	999,825.00 1,000,103.06
FANNIE MAE 3136G1UP2 AGCY BOND 1.60	09/19/2014 09/19/2017 Y 09/19/2014	1,005,050.00 1,000,000.00 100.067	04/02/2014 04/03/2014	Aaa AA+ AAA	1,000,537.87 1,007,737.87	7,200.00 132.13	1,000,670.00 1,007,870.00
FEDERAL HOME LOAN BANK 313375RN9 AGCY BOND 1.00	03/11/2016 03/11/2016 N ---	3,028,380.00 3,000,000.00 100.739	07/21/2014 07/22/2014	Aaa AA+ AAA	3,026,490.20 3,040,656.87	14,166.67 -4,320.20	3,022,170.00 3,036,336.67
FEDERAL HOME LOAN BANK 3130A22P0 AGCY BOND 0.40	06/06/2016 06/06/2016 N ---	2,993,580.00 3,000,000.00 99.769	06/19/2014 06/20/2014	Aaa AA+ AAA	2,994,229.73 2,997,063.07	2,833.33 -1,159.73	2,993,070.00 2,995,903.33
FANNIE MAE 31359MEL3 AGCY BOND 0.00	06/01/2017 06/01/2017 N ---	1,936,880.00 2,000,000.00 97.116	05/02/2014 05/05/2014	Aaa AA+ AAA	1,943,405.57 1,943,405.57	0.00 -1,085.57	1,942,320.00 1,942,320.00
FEDERAL HOME LOAN BANK 313383V81 AGCY BOND 0.375	08/28/2015 08/28/2015 N ---	2,003,940.00 2,000,000.00 100.184	02/11/2014 02/12/2014	Aaa AA+ AAA	2,002,525.18 2,002,587.68	62.50 1,154.82	2,003,680.00 2,003,742.50
FEDERAL FARM CREDIT BANK 3133EDES7 AGCY BOND 0.23	06/10/2015 06/10/2015 N ---	1,000,265.17 1,000,000.00 100.057	02/11/2014 02/12/2014	Aaa AA+ AAA	1,000,154.42 1,000,671.92	517.50 415.58	1,000,570.00 1,001,087.50

Holdings Report Trade Date

As of 08/31/2014

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Dated: 09/22/2014

Description, Identifier, Security Type, Coupon	Effective Maturity, Final Maturity, Callable, Next Call Date	Original Cost, Current Units, Market Price	Trade Date, Settle Date	Moodys Rating, S&P Rating, Fitch Rating	Book Value, Book Value + Accrued	Accrued Balance, Net Unrealized Gain/Loss	Market Value, Market Value + Accrued
FANNIE MAE 3135G0PP2 AGCY BOND 1.00	09/20/2017 09/20/2017 Y 09/20/2013	1,991,340.00 2,000,000.00 99.57	07/16/2014 07/17/2014	Aaa AA+ AAA	1,991,676.40 2,000,620.84	8,944.44 -276.40	1,991,400.00 2,000,344.44
FREDDIE MAC 3134G4S33 AGCY BOND 0.40	01/15/2016 01/15/2016 Y 10/15/2014	1,550,000.00 1,550,000.00 99.914	02/11/2014 02/12/2014	Aaa AA+ AAA	1,550,000.00 1,550,792.22	792.22 -1,333.00	1,548,667.00 1,549,459.22
FANNIE MAE 3135G0VA8 AGCY BOND 0.50	03/30/2016 03/30/2016 N ---	2,003,220.00 2,000,000.00 100.138	02/11/2014 02/12/2014	Aaa AA+ AAA	2,002,386.47 2,006,580.91	4,194.44 373.53	2,002,760.00 2,006,954.44
Cash CCYUSD CASH 0.00	08/31/2014 08/31/2014 N ---	-0.00 -0.00 1.00	--- ---	Aaa AAA AAA	-0.00 -0.00	0.00 0.00	-0.00 -0.00
WAL-MART STORES INC 931142CX9 CORP 1.50	10/25/2015 10/25/2015 N ---	1,018,990.00 1,000,000.00 101.331	02/10/2014 02/12/2014	Aa2 AA AA	1,012,811.34 1,018,061.34	5,250.00 498.66	1,013,310.00 1,018,560.00
TOYOTA MOTOR CREDIT CORP 89233P6S0 CORP 1.25	10/05/2017 10/05/2017 N ---	1,994,880.00 2,000,000.00 99.792	07/25/2014 07/30/2014	Aa3 AA- A	1,995,024.78 2,005,163.67	10,138.89 815.22	1,995,840.00 2,005,978.89
GENERAL ELECTRIC CO 369604BE2 CORP 0.85	10/09/2015 10/09/2015 N ---	2,012,980.00 2,000,000.00 100.436	05/16/2014 05/21/2014	Aa3 AA+ NA	2,010,358.24 2,017,063.79	6,705.56 -1,638.24	2,008,720.00 2,015,425.56
BERKSHIRE HATHAWAY FIN 084664BS9 CORP 1.60	05/15/2017 05/15/2017 N ---	1,018,290.00 1,000,000.00 101.315	02/13/2014 02/19/2014	Aa2 AA A+	1,015,312.50 1,020,023.61	4,711.11 -2,162.50	1,013,150.00 1,017,861.11
BERKSHIRE HATHAWAY FIN 084664BS9 CORP 1.60	05/15/2017 05/15/2017 N ---	1,014,220.00 1,000,000.00 101.315	05/02/2014 05/07/2014	Aa2 AA A+	1,012,743.61 1,017,454.72	4,711.11 406.39	1,013,150.00 1,017,861.11
WESTPAC BANKING CORP 961214CH4 CORP 1.20	05/19/2017 05/19/2017 N ---	998,950.00 1,000,000.00 100.029	05/14/2014 05/21/2014	Aa2 AA- AA-	999,046.52 1,002,379.85	3,333.33 1,243.48	1,000,290.00 1,003,623.33
SHELL INTERNATIONAL FIN 822582AZ5 CORP 0.90	11/15/2016 11/15/2016 N ---	2,004,220.00 2,000,000.00 100.236	06/16/2014 06/19/2014	Aa1 AA AA	2,003,870.67 2,009,170.67	5,300.00 849.33	2,004,720.00 2,010,020.00
IBM CORP 459200GJ4 CORP 5.70	09/14/2017 09/14/2017 Y ---	2,304,540.00 2,000,000.00 113.137	02/24/2014 02/25/2014	Aa3 AA- A+	2,261,058.26 2,313,941.59	52,883.33 1,681.74	2,262,740.00 2,315,623.33
ROYAL BANK OF CANADA 78010UBY2 CORP 1.45	09/09/2016 09/09/2016 N ---	1,016,080.00 1,000,000.00 101.294	02/10/2014 02/13/2014	Aa3 AA- AA	1,012,668.15 1,019,595.93	6,927.78 271.85	1,012,940.00 1,019,867.78
TORONTO-DOMINION BANK 89114QAB4 CORP 2.50	07/14/2016 07/14/2016 N ---	2,077,860.00 2,000,000.00 103.301	05/01/2014 05/06/2014	Aa1 AA- AA-	2,066,482.61 2,073,010.38	6,527.78 -462.61	2,066,020.00 2,072,547.78
COCA-COLA CO/THE 191216AU4 CORP 1.80	09/01/2016 09/01/2016 N ---	2,054,880.00 2,000,000.00 102.35	02/11/2014 02/14/2014	Aa3 AA A+	2,043,175.76 2,061,175.76	18,000.00 3,824.24	2,047,000.00 2,065,000.00
BERKSHIRE HATHAWAY FIN 084664BX8 CORP 0.95	08/15/2016 08/15/2016 N ---	1,007,270.00 1,000,000.00 100.674	02/10/2014 02/13/2014	Aa2 AA A+	1,005,679.18 1,006,101.40	422.22 1,060.82	1,006,740.00 1,007,162.22

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BERKSHIRE HATHAWAY FIN 084664CA7 CORP 0.384	01/10/2017 01/10/2017 N ---	788,288.41 788,000.00 100.165	02/11/2014 02/12/2014	Aa2 AA A+	788,233.88 788,662.10	428.23 1,066.32	789,300.20 789,728.43
GENERAL ELECTRIC CO 369604BC6 CORP 5.25	12/06/2017 12/06/2017 N ---	1,132,960.00 1,000,000.00 112.111	05/01/2014 05/06/2014	Aa3 AA+ NA	1,121,318.48 1,133,714.32	12,395.83 -208.48	1,121,110.00 1,133,505.83
MICROSOFT CORP 594918AS3 CORP 1.00	05/01/2018 05/01/2018 N ---	983,150.00 1,000,000.00 98.672	06/17/2014 06/20/2014	Aaa AAA AA+	983,994.57 987,327.91	3,333.33 2,725.43	986,720.00 990,053.33
BERKSHIRE HATHAWAY INC 084670BD9 CORP 1.90	01/31/2017 01/31/2017 N ---	1,026,890.00 1,000,000.00 102.185	06/03/2014 06/06/2014	Aa2 AA A+	1,024,513.08 1,026,149.19	1,636.11 -2,663.08	1,021,850.00 1,023,486.11
TORONTO-DOMINION BANK 89114QAH1 CORP 0.786	04/30/2018 04/30/2018 N ---	2,015,194.00 2,000,000.00 100.84	05/02/2014 05/07/2014	Aa1 AA- AA-	2,013,971.37 2,015,412.56	1,441.18 2,828.63	2,016,800.00 2,018,241.18
ROYAL BANK OF CANADA 78008K5V1 CORP 2.875	04/19/2016 04/19/2016 N ---	1,044,060.00 1,000,000.00 103.704	04/03/2014 04/08/2014	Aa3 AA- AA	1,035,439.36 1,045,981.02	10,541.67 1,600.64	1,037,040.00 1,047,581.67
WESTPAC BANKING CORP 961214BV4 CORP 2.00	08/14/2017 08/14/2017 N ---	1,023,200.00 1,000,000.00 102.048	02/18/2014 02/21/2014	Aa2 AA- AA-	1,019,738.80 1,020,683.24	944.44 741.20	1,020,480.00 1,021,424.44
COCA-COLA CO/THE 191216AP5 CORP 1.50	11/15/2015 11/15/2015 Y ---	1,019,500.00 1,000,000.00 101.217	02/12/2014 02/18/2014	Aa3 AA A+	1,013,491.54 1,017,908.21	4,416.67 -1,321.54	1,012,170.00 1,016,586.67
BERKSHIRE HATHAWAY FIN 084664BY6 CORP 2.00	08/15/2018 08/15/2018 N ---	1,015,120.00 1,000,000.00 101.166	05/02/2014 05/07/2014	Aa2 AA A+	1,014,037.69 1,014,926.58	888.89 -2,377.69	1,011,660.00 1,012,548.89
EXXON MOBIL CORPORATION 30231GAA0 CORP 0.921	03/15/2017 03/15/2017 N ---	1,000,000.00 1,000,000.00 100.055	03/17/2014 03/20/2014	Aaa AAA NA	1,000,000.00 1,004,118.92	4,118.92 550.00	1,000,550.00 1,004,668.92
SHELL INTERNATIONAL FIN 822582AR3 CORP 1.125	08/21/2017 08/21/2017 N ---	1,992,403.92 2,000,000.00 99.873	07/03/2014 07/09/2014	Aa1 AA AA	1,992,760.74 1,993,385.74	625.00 4,699.26	1,997,460.00 1,998,085.00
AUST & NZ BANKING GRP NY 05253JAF8 CORP 1.25	06/13/2017 06/13/2017 N ---	1,999,640.00 2,000,000.00 100.098	06/09/2014 06/13/2014	Aa2 AA- NA	1,999,665.82 2,005,082.49	5,416.67 2,294.18	2,001,960.00 2,007,376.67
IBM CORP 459200GX3 CORP 1.95	07/22/2016 07/22/2016 N ---	1,030,930.00 1,000,000.00 102.389	02/10/2014 02/11/2014	Aa3 AA- A+	1,023,913.63 1,026,026.13	2,112.50 -23.63	1,023,890.00 1,026,002.50
APPLE INC 037833AH3 CORP 0.45	05/03/2016 05/03/2016 N ---	1,698,028.00 1,700,000.00 99.841	02/13/2014 02/19/2014	Aa1 AA+ NA	1,698,504.78 1,701,012.28	2,507.50 -1,207.78	1,697,297.00 1,699,804.50
APPLE INC 037833AH3 CORP 0.45	05/03/2016 05/03/2016 N ---	1,248,125.00 1,250,000.00 99.841	05/02/2014 05/07/2014	Aa1 AA+ NA	1,248,423.44 1,250,267.19	1,843.75 -410.94	1,248,012.50 1,249,856.25
GENERAL ELEC CAP CORP 36962G6M1 CORP 1.00	12/11/2015 12/11/2015 N ---	1,008,480.00 1,000,000.00 100.694	04/01/2014 04/04/2014	Aa3 AA+ NR	1,006,424.02 1,008,646.24	2,222.22 515.98	1,006,940.00 1,009,162.22

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GENERAL ELEC CAP CORP 36962G6M1 CORP 1.00	12/11/2015 12/11/2015 N ---	1,009,610.00 1,000,000.00 100.694	02/10/2014 02/11/2014	Aa3 AA+ NR	1,006,697.28 1,008,919.50	2,222.22 242.72	1,006,940.00 1,009,162.22
ROYAL BANK OF CANADA 78010UNY9 CORP 0.563	01/23/2017 01/23/2017 N ---	1,501,410.00 1,500,000.00 100.262	02/11/2014 02/12/2014	Aa3 AA- AA	1,501,146.61 1,502,085.11	938.50 2,783.39	1,503,930.00 1,504,868.50
JOHNSON & JOHNSON 478160AQ7 CORP 5.55	08/15/2017 08/15/2017 Y ---	2,306,580.00 2,000,000.00 113.076	02/12/2014 02/18/2014	Aaa AAA AAA	2,260,084.56 2,265,017.89	4,933.33 1,435.44	2,261,520.00 2,266,453.33
ROYAL BANK OF CANADA 78008TLB8 CORP 2.30	07/20/2016 07/20/2016 N ---	2,068,120.00 2,000,000.00 102.92	05/01/2014 05/06/2014	Aa3 AA- AA	2,058,235.19 2,063,474.08	5,238.89 164.81	2,058,400.00 2,063,638.89
TORONTO-DOMINION BANK 89114QAQ1 CORP 1.125	05/02/2017 05/02/2017 N ---	1,245,925.00 1,250,000.00 99.82	04/28/2014 05/02/2014	Aa1 AA- AA-	1,246,368.41 1,251,016.85	4,648.44 1,381.59	1,247,750.00 1,252,398.44
WAL-MART STORES INC 931142BY8 CORP 4.50	07/01/2015 07/01/2015 N ---	2,114,740.00 2,000,000.00 103.441	02/11/2014 02/13/2014	Aa2 AA AA	2,069,030.97 2,084,030.97	15,000.00 -210.97	2,068,820.00 2,083,820.00
Crown Point Capital Company, LLC 2284K1JJ38 CP 0.00	09/03/2014 09/03/2014 N ---	2,998,566.66 3,000,000.00 99.999	06/06/2014 06/09/2014	P-1 A-1 NR	2,999,966.67 2,999,966.67	0.00 0.00	2,999,966.67 2,999,966.67
Westpac Banking Corporation 9612C1N29 CP 0.00	01/02/2015 01/02/2015 N ---	1,996,907.78 2,000,000.00 99.921	05/02/2014 05/05/2014	P-1 A-1+ F1+	1,998,428.33 1,998,428.33	0.00 0.00	1,998,428.33 1,998,428.33
Standard Chartered Bank 85324URU9 CP 0.00	04/28/2015 04/28/2015 N ---	2,988,869.16 3,000,000.00 99.754	05/01/2014 05/02/2014	P-1 A-1+ F1+	2,992,630.83 2,992,630.83	0.00 0.00	2,992,630.83 2,992,630.83
Bedford Row Funding Corp. 07644BRE4 CP 0.00	04/14/2015 04/14/2015 N ---	2,994,236.67 3,000,000.00 99.838	07/21/2014 07/22/2014	P-1 A-1+ NR	2,995,125.00 2,995,125.00	0.00 0.00	2,995,125.00 2,995,125.00
INSTITUTIONAL SECURED FUNDING (JERSEY) LTD 45779QK39 CP 0.00	10/03/2014 10/03/2014 N ---	2,997,790.00 3,000,000.00 99.97	07/16/2014 07/17/2014	P-1 A-1 NR	2,999,093.33 2,999,093.33	0.00 -0.00	2,999,093.33 2,999,093.33
FHMS K703 A2 3137AEV77 FHLMC CMO 2.699	04/25/2018 05/25/2018 Y ---	1,040,078.13 1,000,000.00 103.951	04/29/2014 05/02/2014	Aaa AA+ AAA	1,036,710.92 1,038,960.09	2,249.17 2,798.08	1,039,509.00 1,041,758.17
FHMS K502 A2 3137B03W2 FHLMC CMO 1.426	03/27/2017 08/25/2017 Y ---	1,007,382.81 1,000,000.00 100.602	04/01/2014 04/04/2014	Aaa AA+ AAA	1,006,491.97 1,007,680.30	1,188.33 -472.97	1,006,019.00 1,007,207.33
FNA 2014-M2 ASQ2 3136AJDN3 FNMA 0.478	08/01/2015 09/25/2015 N ---	1,668,467.97 1,668,485.32 100.081	02/12/2014 02/28/2014	Aaa AA+ AAA	1,668,288.95 1,668,953.57	664.61 1,541.17	1,669,830.12 1,670,494.73
FNA 2014-M3 ASQ2 3136AJKZ8 FNMA 0.558	12/05/2015 03/25/2016 N ---	1,999,985.50 2,000,000.00 99.99	03/17/2014 03/31/2014	Aaa AA+ AAA	1,999,988.64 2,000,918.64	930.00 -198.64	1,999,790.00 2,000,720.00
FN 466354 31381PBX5 FNMA 2.65	05/30/2017 06/01/2017 N ---	1,522,390.14 1,453,409.94 103.757	02/24/2014 02/27/2014	Aaa AA+ AAA	1,511,935.67 1,515,252.27	3,316.60 -3,921.12	1,508,014.55 1,511,331.15

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FN 469969 31381TCE8 FNMA 2.56	10/18/2018 12/01/2018 N ---	986,260.26 953,628.29 103.235	02/12/2014 02/18/2014	Aaa AA+ AAA	982,788.22 984,890.44	2,102.22 1,689.95	984,478.17 986,580.39
INTL BK RECON & DEVELOP 459058DS9 INTL GOV 0.625	10/14/2016 10/14/2016 N ---	1,497,780.00 1,500,000.00 99.989	06/18/2014 06/25/2014	Aaa AAA AAA	1,497,956.56 1,499,675.31	1,718.75 1,878.44	1,499,835.00 1,501,553.75
FEDERATED GOVT OBLI FD-IS 60934N104 MMFUND 0.01	08/31/2014 08/31/2014 N ---	0.00 0.00 1.00	03/17/2014 03/17/2014	Aaa AAAm AAA	0.00 0.00	0.00 -0.00	0.00 0.00
FIDELITY GOVERNMENT PORT-I 316175108 MMFUND 0.01	08/31/2014 08/31/2014 N ---	155,074.65 155,074.65 1.00	--- ---	Aaa AAAm AAA	155,074.65 155,074.65	0.00 -0.00	155,074.65 155,074.65
GEORGIA ST-B-TXBL 373384T48 MUNI 0.98	02/01/2017 02/01/2017 N ---	2,000,000.00 2,000,000.00 100.119	06/18/2014 07/10/2014	Aaa AAA AAA	2,000,000.00 2,002,776.67	2,776.67 2,380.00	2,002,380.00 2,005,156.67
CONNECTICUT ST-A-TXBL 20772JWS7 MUNI 0.25	09/01/2015 09/01/2015 N ---	1,500,000.00 1,500,000.00 99.871	08/06/2014 08/28/2014	Aa3 AA AA	1,500,000.00 1,500,031.25	31.25 -1,935.00	1,498,065.00 1,498,096.25
MARYLAND ST-B-TXBL 574193JA7 MUNI 0.70	03/01/2017 03/01/2017 N ---	1,500,000.00 1,500,000.00 99.521	03/05/2014 03/18/2014	Aaa AAA AAA	1,500,000.00 1,504,754.17	4,754.17 -7,185.00	1,492,815.00 1,497,569.17
NY DORM AUTH-B-TXBL 64990ENK9 MUNI 0.837	02/15/2017 02/15/2017 N ---	996,990.00 1,000,000.00 99.583	05/01/2014 05/06/2014	Aa1 AAA AA+	997,334.72 997,706.72	372.00 -1,504.72	995,830.00 996,202.00
NY URBAN DEV-F-TXBL 650035J41 MUNI 1.00	03/15/2017 03/15/2017 N ---	748,500.00 750,000.00 99.848	04/22/2014 04/25/2014	Aa1 AAA AA+	748,681.09 752,139.42	3,458.33 178.91	748,860.00 752,318.33
FAIRFAX CO WTR-B-TXBL 303891YE9 MUNI 1.015	04/01/2017 04/01/2017 N ---	1,497,555.00 1,500,000.00 100.572	03/25/2014 03/28/2014	Aaa AAA AAA	1,497,897.20 1,504,240.95	6,343.75 10,682.80	1,508,580.00 1,514,923.75
US TREASURY N/B 912828VY3 US GOV 0.25	09/30/2015 09/30/2015 N ---	1,499,941.41 1,500,000.00 100.117	02/11/2014 02/12/2014	Aaa AA+ AAA	1,499,961.31 1,501,539.18	1,577.87 1,793.69	1,501,755.00 1,503,332.87
US TREASURY N/B 912828VR8 US GOV 0.625	08/15/2016 08/15/2016 N ---	2,003,515.62 2,000,000.00 100.246	05/02/2014 05/05/2014	Aaa AA+ AAA	2,003,014.72 2,003,592.16	577.45 1,905.28	2,004,920.00 2,005,497.45
US TREASURY N/B 912828VW7 US GOV 0.875	09/15/2016 09/15/2016 N ---	2,212,890.63 2,200,000.00 100.68	07/21/2014 07/22/2014	Aaa AA+ AAA	2,212,228.56 2,221,121.22	8,892.66 2,731.44	2,214,960.00 2,223,852.66
US TREASURY N/B 912828C73 US GOV 0.875	04/15/2017 04/15/2017 N ---	3,001,757.81 3,000,000.00 100.219	05/01/2014 05/02/2014	Aaa AA+ AAA	3,001,563.00 3,011,532.27	9,969.26 5,007.00	3,006,570.00 3,016,539.26
US TREASURY N/B 912828WH9 US GOV 0.875	05/15/2017 05/15/2017 N ---	2,754,941.41 2,750,000.00 100.102	06/06/2014 06/09/2014	Aaa AA+ AAA	2,754,561.90 2,761,689.11	7,127.21 -1,756.90	2,752,805.00 2,759,932.21
US TREASURY N/B 912828WQ9 US GOV 0.50	06/30/2016 06/30/2016 N ---	2,000,546.87 2,000,000.00 100.121	07/02/2014 07/03/2014	Aaa AA+ AAA	2,000,502.29 2,002,214.25	1,711.96 1,917.71	2,002,420.00 2,004,131.96

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US TREASURY N/B 912828WA4 US GOV 0.625	10/15/2016 10/15/2016 N ---	1,500,351.56 1,500,000.00 100.094	02/12/2014 02/13/2014	Aaa AA+ AAA	1,500,281.15 1,503,841.61	3,560.45 1,128.85	1,501,410.00 1,504,970.45
US TREASURY N/B 912828UM0 US GOV 0.375	02/15/2016 02/15/2016 N ---	2,000,234.38 2,000,000.00 100.117	06/17/2014 06/18/2014	Aaa AA+ AAA	2,000,205.97 2,000,552.43	346.47 2,134.03	2,002,340.00 2,002,686.47
US TREASURY N/B 912828VG2 US GOV 0.50	06/15/2016 06/15/2016 N ---	1,501,347.66 1,500,000.00 100.133	02/11/2014 02/12/2014	Aaa AA+ AAA	1,501,031.98 1,502,630.34	1,598.36 963.02	1,501,995.00 1,503,593.36
US TREASURY N/B 912828C81 US GOV 0.375	04/30/2016 04/30/2016 N ---	2,997,539.06 3,000,000.00 100.012	05/01/2014 05/02/2014	Aaa AA+ AAA	2,997,946.85 3,001,737.62	3,790.76 2,413.15	3,000,360.00 3,004,150.76
US TREASURY N/B 912828SS0 US GOV 0.875	04/30/2017 04/30/2017 N ---	997,343.75 1,000,000.00 100.125	03/20/2014 03/21/2014	Aaa AA+ AAA	997,722.77 1,000,671.14	2,948.37 3,527.23	1,001,250.00 1,004,198.37
US TREASURY N/B 912828WM8 US GOV 0.375	05/31/2016 05/31/2016 N ---	1,995,781.25 2,000,000.00 99.953	07/03/2014 07/07/2014	Aaa AA+ AAA	1,996,120.16 1,998,025.90	1,905.74 2,939.84	1,999,060.00 2,000,965.74
US TREASURY N/B 912828A26 US GOV 0.25	11/30/2015 11/30/2015 N ---	430,201.56 430,000.00 100.063	08/04/2014 08/05/2014	Aaa AA+ AAA	430,190.32 430,463.47	273.16 80.58	430,270.90 430,544.06
US TREASURY N/B 912828A26 US GOV 0.25	11/30/2015 11/30/2015 N ---	249,804.69 250,000.00 100.063	04/01/2014 04/02/2014	Aaa AA+ AAA	249,853.55 250,012.36	158.81 303.95	250,157.50 250,316.31
US TREASURY N/B 912828RX0 US GOV 0.875	12/31/2016 12/31/2016 N ---	1,004,062.50 1,000,000.00 100.453	03/07/2014 03/11/2014	Aaa AA+ AAA	1,003,377.98 1,004,875.94	1,497.96 1,152.02	1,004,530.00 1,006,027.96
US TREASURY N/B 912828UW8 US GOV 0.25	04/15/2016 04/15/2016 N ---	997,578.13 1,000,000.00 99.832	02/19/2014 02/20/2014	Aaa AA+ AAA	998,172.03 999,121.48	949.45 147.97	998,320.00 999,269.45
US TREASURY N/B 912828B41 US GOV 0.375	01/31/2016 01/31/2016 N ---	1,001,289.06 1,000,000.00 100.16	02/10/2014 02/11/2014	Aaa AA+ AAA	1,000,925.62 1,001,251.70	326.09 674.38	1,001,600.00 1,001,926.09
US TREASURY N/B 912828C40 US GOV 0.375	03/31/2016 03/31/2016 N ---	1,999,531.25 2,000,000.00 100.059	07/16/2014 07/17/2014	Aaa AA+ AAA	1,999,566.18 2,002,721.92	3,155.74 1,613.82	2,001,180.00 2,004,335.74
US TREASURY N/B 912828SC5 US GOV 0.875	01/31/2017 01/31/2017 N ---	1,508,203.13 1,500,000.00 100.406	02/05/2014 02/06/2014	Aaa AA+ AAA	1,506,647.78 1,507,789.08	1,141.30 -557.78	1,506,090.00 1,507,231.30
US TREASURY N/B 912828WB2 US GOV 0.25	10/31/2015 10/31/2015 N ---	1,200,656.25 1,200,000.00 100.09	05/01/2014 05/02/2014	Aaa AA+ AAA	1,200,510.84 1,201,521.71	1,010.87 569.16	1,201,080.00 1,202,090.87
US TREASURY N/B 912828VL1 US GOV 0.625	07/15/2016 07/15/2016 N ---	2,002,421.88 2,000,000.00 100.305	04/01/2014 04/02/2014	Aaa AA+ AAA	2,001,983.57 2,003,614.00	1,630.43 4,116.43	2,006,100.00 2,007,730.43
US TREASURY N/B 912828WP1 US GOV 0.875	06/15/2017 06/15/2017 N ---	1,997,421.87 2,000,000.00 100.016	07/02/2014 07/03/2014	Aaa AA+ AAA	1,997,564.02 2,001,293.52	3,729.51 2,755.98	2,000,320.00 2,004,049.51

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US TREASURY N/B 912828A67 US GOV 0.25	12/31/2015 12/31/2015 N ---	2,998,945.31 3,000,000.00 100.039	05/01/2014 05/02/2014	Aaa AA+ AAA	2,999,157.36 3,000,441.33	1,283.97 2,012.64	3,001,170.00 3,002,453.97
US TREASURY N/B 912828TX8 US GOV 0.375	11/15/2015 11/15/2015 N ---	2,004,453.12 2,000,000.00 100.219	05/02/2014 05/05/2014	Aaa AA+ AAA	2,003,510.35 2,005,731.82	2,221.47 869.65	2,004,380.00 2,006,601.47
--- **---** **---** **---**	**06/30/2016** **09/21/2016** **---** **---**	**154,248,952.03** **152,727,598.20** **---**	**---** **---**	**Aa2** **AA** **AA+**	**153,979,697.03** **154,341,750.44**	**362,053.41** **56,786.13**	**154,036,483.17** **154,398,536.57**

* Filtered By: Description ≠ "Payable" and Description ≠ "Receivable". * Weighted By: Market Value + Accrued.

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Identifier, Description	Final Maturity	Current Units	Earned Interest Income	Realized Gain, Realized Loss	Accretion Income	Amortization Expense	Net Earned Income	Interest Payment Received, Ending Interest Due
31381TCE8 FN 469969	12/01/2018	953,628.29	2,101.96	0.00 0.00	0.00	-608.39	1,493.57	2,105.19 0.00
14041NEK3 COMET 2013-A1 A1	11/15/2018	2,000,000.00	1,050.00	0.00 0.00	0.00	-34.58	1,015.42	1,050.00 0.00
084664BY6 BERKSHIRE HATHAWAY FIN	08/15/2018	1,000,000.00	1,666.67	0.00 0.00	0.00	-288.55	1,378.12	10,000.00 0.00
17305EFC4 CCCIT 2013-A3 A3	07/23/2018	1,000,000.00	925.00	0.00 0.00	0.00	-261.98	663.02	0.00 0.00
3137AEV77 FHMS K703 A2	05/25/2018	1,000,000.00	2,249.17	0.00 0.00	0.00	-850.60	1,398.57	2,249.17 0.00
594918AS3 MICROSOFT CORP	05/01/2018	1,000,000.00	833.33	0.00 0.00	358.65	0.00	1,191.99	0.00 0.00
89114QAH1 TORONTO-DOMINION BANK	04/30/2018	2,000,000.00	1,353.84	0.00 0.00	0.00	-323.94	1,029.90	0.00 0.00
43813UAD2 HAROT 2012-1 A4	04/16/2018	1,000,000.00	808.33	0.00 0.00	0.00	-435.86	372.47	808.33 0.00
43814GAC4 HAROT 2014-2 A3	03/19/2018	1,000,000.00	641.67	0.00 0.00	4.72	0.00	646.39	641.67 0.00
80283HAC6 SDART 2013-4 A3	12/15/2017	1,000,000.00	925.00	0.00 0.00	0.00	-446.00	479.00	925.00 0.00
369604BC6 GENERAL ELECTRIC CO	12/06/2017	1,000,000.00	4,375.00	0.00 0.00	0.00	-3,078.12	1,296.88	0.00 0.00
17305ECX1 CCCIT 2005-A9 A9	11/20/2017	1,000,000.00	4,250.00	0.00 0.00	0.00	-3,811.83	438.17	0.00 0.00
161571FR0 CHAIT 2012-A8 A8	10/16/2017	1,600,000.00	312.00	0.00 0.00	0.00	-24.21	287.79	0.00 0.00
89233P6S0 TOYOTA MOTOR CREDIT CORP	10/05/2017	2,000,000.00	2,083.33	0.00 0.00	136.00	0.00	2,219.34	0.00 0.00
3135G0PP2 FANNIE MAE	09/20/2017	2,000,000.00	1,666.67	0.00 0.00	226.70	0.00	1,893.37	0.00 0.00
3136G1UP2 FANNIE MAE	09/19/2017	1,000,000.00	1,333.33	0.00 0.00	0.00	-926.33	407.00	0.00 0.00
459200GJ4 IBM CORP	09/14/2017	2,000,000.00	9,500.00	0.00 0.00	0.00	-7,084.08	2,415.92	0.00 0.00
3137B03W2 FHMS K502 A2	08/25/2017	1,000,000.00	1,188.33	0.00 0.00	0.00	-182.17	1,006.16	1,188.33 0.00
822582AR3 SHELL INTERNATIONAL FIN	08/21/2017	2,000,000.00	1,875.00	0.00 0.00	204.32	0.00	2,079.32	11,250.00 0.00
80283WAB5 SDART 2014-2 A2A	08/15/2017	995,000.00	447.75	0.00 0.00	5.94	0.00	453.69	447.75 0.00
161571FL3 CHAIT 2012-A5 A5	08/15/2017	2,000,000.00	622.77	0.00 0.00	0.00	-150.38	472.39	983.33 0.00
478160AQ7 JOHNSON & JOHNSON	08/15/2017	2,000,000.00	9,250.00	0.00 0.00	0.00	-7,354.20	1,895.80	55,500.00 0.00
961214BV4 WESTPAC BANKING CORP	08/14/2017	1,000,000.00	1,666.67	0.00 0.00	0.00	-556.29	1,110.37	10,000.00 0.00
34529UAD6 FORDO 2012-A A4	06/15/2017	1,284,000.00	1,230.50	0.00 0.00	0.00	-672.20	558.30	1,230.50 0.00
912828WP1 US TREASURY N/B	06/15/2017	2,000,000.00	1,482.24	0.00 0.00	73.44	0.00	1,555.68	0.00 0.00
05253JAF8 AUST & NZ BANKING GRP NY	06/13/2017	2,000,000.00	2,083.33	0.00 0.00	10.01	0.00	2,093.34	0.00 0.00
31359MEL3 FANNIE MAE	06/01/2017	2,000,000.00	0.00	0.00 0.00	1,689.75	0.00	1,689.75	0.00 0.00
31381PBX5 FN 466354	06/01/2017	1,453,409.94	3,316.19	0.00 0.00	0.00	-1,859.99	1,456.20	3,320.98 0.00
961214CH4 WESTPAC BANKING CORP	05/19/2017	1,000,000.00	1,000.00	0.00 0.00	29.05	0.00	1,029.05	0.00 0.00
084664BS9 BERKSHIRE HATHAWAY FIN	05/15/2017	1,000,000.00	1,333.33	0.00 0.00	0.00	-470.35	862.99	0.00 0.00

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Identifier, Description	Final Maturity	Current Units	Earned Interest Income	Realized Gain, Realized Loss	Accretion Income	Amortization Expense	Net Earned Income	Interest Payment Received, Ending Interest Due
084664BS9 BERKSHIRE HATHAWAY FIN	05/15/2017	1,000,000.00	1,333.33	0.00 0.00	0.00	-390.92	942.42	0.00 0.00
912828WH9 US TREASURY N/B	05/15/2017	2,750,000.00	2,027.00	0.00 0.00	0.00	-140.06	1,886.95	0.00 0.00
037833AM2 APPLE INC	05/05/2017	0.00	962.50	258.47 0.00	0.00	-35.75	1,185.22	0.00 0.00
89114QAQ1 TORONTO-DOMINION BANK	05/02/2017	1,250,000.00	1,171.88	0.00 0.00	112.67	0.00	1,284.54	0.00 0.00
912828SS0 US TREASURY N/B	04/30/2017	1,000,000.00	737.09	0.00 0.00	71.07	0.00	808.16	0.00 0.00
912828C73 US TREASURY N/B	04/15/2017	3,000,000.00	2,223.36	0.00 0.00	0.00	-49.50	2,173.86	0.00 0.00
303891YE9 FAIRFAX CO WTR-B-TXBL	04/01/2017	1,500,000.00	1,268.75	0.00 0.00	67.92	0.00	1,336.67	0.00 0.00
30231GAA0 EXXON MOBIL CORPORATION	03/15/2017	1,000,000.00	767.50	0.00 0.00	0.00	0.00	767.50	0.00 0.00
650035J41 NY URBAN DEV-F-TXBL	03/15/2017	750,000.00	625.00	0.00 0.00	43.52	0.00	668.52	0.00 0.00
34530KAA1 FORDO 2014-B A2	03/15/2017	1,000,000.00	391.67	0.00 0.00	1.13	0.00	392.80	391.67 0.00
574193JA7 MARYLAND ST-B-TXBL	03/01/2017	1,500,000.00	875.00	0.00 0.00	0.00	0.00	875.00	0.00 0.00
64990ENK9 NY DORM AUTH-B-TXBL	02/15/2017	1,000,000.00	697.50	0.00 0.00	90.59	0.00	788.09	3,348.00 0.00
373384T48 GEORGIA ST-B-TXBL	02/01/2017	2,000,000.00	1,633.33	0.00 0.00	0.00	0.00	1,633.33	0.00 0.00
084670BD9 BERKSHIRE HATHAWAY INC	01/31/2017	1,000,000.00	1,583.33	0.00 0.00	0.00	-848.06	735.27	0.00 0.00
912828SC5 US TREASURY N/B	01/31/2017	1,500,000.00	1,105.64	0.00 0.00	0.00	-230.42	875.22	0.00 0.00
78010UNY9 ROYAL BANK OF CANADA	01/23/2017	1,500,000.00	727.34	0.00 0.00	0.00	-40.62	686.71	0.00 0.00
084664CA7 BERKSHIRE HATHAWAY FIN	01/10/2017	788,000.00	251.90	0.00 0.00	0.00	-8.41	243.49	0.00 0.00
912828RX0 US TREASURY N/B	12/31/2016	1,000,000.00	737.09	0.00 0.00	0.00	-121.24	615.85	0.00 0.00
822582AZ5 SHELL INTERNATIONAL FIN	11/15/2016	2,000,000.00	1,500.00	0.00 0.00	0.00	-146.34	1,353.66	0.00 0.00
912828WA4 US TREASURY N/B	10/15/2016	1,500,000.00	794.06	0.00 0.00	0.00	-11.15	782.91	0.00 0.00
459058DS9 INTL BK RECON & DEVELOP	10/14/2016	1,500,000.00	781.25	0.00 0.00	80.49	0.00	861.74	0.00 0.00
912828VW7 US TREASURY N/B	09/15/2016	2,200,000.00	1,621.60	0.00 0.00	0.00	-500.59	1,121.02	0.00 0.00
78010UBY2 ROYAL BANK OF CANADA	09/09/2016	1,000,000.00	1,208.33	0.00 0.00	0.00	-522.54	685.79	0.00 0.00
191216AU4 COCA-COLA CO/THE	09/01/2016	2,000,000.00	3,000.00	0.00 0.00	0.00	-1,802.47	1,197.53	0.00 0.00
912828VR8 US TREASURY N/B	08/15/2016	2,000,000.00	1,060.87	0.00 0.00	0.00	-129.99	930.88	6,250.00 0.00
084664BX8 BERKSHIRE HATHAWAY FIN	08/15/2016	1,000,000.00	791.67	0.00 0.00	0.00	-245.09	546.58	4,750.00 0.00
459200GX3 IBM CORP	07/22/2016	1,000,000.00	1,625.00	0.00 0.00	0.00	-1,060.96	564.04	0.00 0.00
78008TLB8 ROYAL BANK OF CANADA	07/20/2016	2,000,000.00	3,833.33	0.00 0.00	0.00	-2,589.74	1,243.60	0.00 0.00
912828VL1 US TREASURY N/B	07/15/2016	2,000,000.00	1,052.99	0.00 0.00	0.00	-88.97	964.02	0.00 0.00
89114QAB4 TORONTO-DOMINION BANK	07/14/2016	2,000,000.00	4,166.67	0.00 0.00	0.00	-2,983.02	1,183.65	0.00 0.00

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Identifier, Description	Final Maturity	Current Units	Earned Interest Income	Realized Gain, Realized Loss	Accretion Income	Amortization Expense	Net Earned Income	Interest Payment Received, Ending Interest Due
912828WQ9 US TREASURY N/B	06/30/2016	2,000,000.00	842.39	0.00 0.00	0.00	-23.03	819.36	0.00 0.00
912828VG2 US TREASURY N/B	06/15/2016	1,500,000.00	635.25	0.00 0.00	0.00	-48.73	586.52	0.00 0.00
3130A22P0 FEDERAL HOME LOAN BANK	06/06/2016	3,000,000.00	1,000.00	0.00 0.00	275.91	0.00	1,275.91	0.00 0.00
912828WM8 US TREASURY N/B	05/31/2016	2,000,000.00	635.25	0.00 0.00	187.61	0.00	822.86	0.00 0.00
037833AH3 APPLE INC	05/03/2016	1,700,000.00	637.50	0.00 0.00	75.03	0.00	712.53	0.00 0.00
037833AH3 APPLE INC	05/03/2016	1,250,000.00	468.75	0.00 0.00	79.07	0.00	547.82	0.00 0.00
912828C81 US TREASURY N/B	04/30/2016	3,000,000.00	947.69	0.00 0.00	103.62	0.00	1,051.31	0.00 0.00
78008K5V1 ROYAL BANK OF CANADA	04/19/2016	1,000,000.00	2,395.83	0.00 0.00	0.00	-1,828.67	567.16	0.00 0.00
912828UW8 US TREASURY N/B	04/15/2016	1,000,000.00	211.75	0.00 0.00	95.24	0.00	306.99	0.00 0.00
912828C40 US TREASURY N/B	03/31/2016	2,000,000.00	635.25	0.00 0.00	23.54	0.00	658.79	0.00 0.00
3135G0VA8 FANNIE MAE	03/30/2016	2,000,000.00	833.33	0.00 0.00	0.00	-126.82	706.51	0.00 0.00
3136AJKZ8 FNA 2014-M3 ASQ2	03/25/2016	2,000,000.00	930.00	0.00 0.00	0.63	0.00	930.63	930.00 0.00
313375RN9 FEDERAL HOME LOAN BANK	03/11/2016	3,000,000.00	2,500.00	0.00 0.00	0.00	-1,428.87	1,071.13	0.00 0.00
912828UM0 US TREASURY N/B	02/15/2016	2,000,000.00	636.52	0.00 0.00	0.00	-11.81	624.71	3,750.00 0.00
912828B41 US TREASURY N/B	01/31/2016	1,000,000.00	315.90	0.00 0.00	0.00	-55.09	260.81	0.00 0.00
3134G4S33 FREDDIE MAC	01/15/2016	1,550,000.00	516.67	0.00 0.00	0.00	0.00	516.67	0.00 0.00
912828A67 US TREASURY N/B	12/31/2015	3,000,000.00	631.79	0.00 0.00	53.34	0.00	685.13	0.00 0.00
36962G6M1 GENERAL ELEC CAP CORP	12/11/2015	1,000,000.00	833.33	0.00 0.00	0.00	-425.20	408.14	0.00 0.00
36962G6M1 GENERAL ELEC CAP CORP	12/11/2015	1,000,000.00	833.33	0.00 0.00	0.00	-443.34	389.99	0.00 0.00
912828A26 US TREASURY N/B	11/30/2015	430,000.00	79.31	0.00 0.00	0.00	-11.24	68.06	0.00 0.00
912828A26 US TREASURY N/B	11/30/2015	250,000.00	52.94	0.00 0.00	9.94	0.00	62.88	0.00 0.00
191216AP5 COCA-COLA CO/THE	11/15/2015	1,000,000.00	1,250.00	0.00 0.00	0.00	-941.90	308.10	0.00 0.00
912828TX8 US TREASURY N/B	11/15/2015	2,000,000.00	631.79	0.00 0.00	0.00	-245.30	386.50	0.00 0.00
912828WB2 US TREASURY N/B	10/31/2015	1,200,000.00	252.72	0.00 0.00	0.00	-36.95	215.77	0.00 0.00
931142CX9 WAL-MART STORES INC	10/25/2015	1,000,000.00	1,250.00	0.00 0.00	0.00	-943.25	306.75	0.00 0.00
369604BE2 GENERAL ELECTRIC CO	10/09/2015	2,000,000.00	1,416.67	0.00 0.00	0.00	-789.07	627.59	0.00 0.00
912828VY3 US TREASURY N/B	09/30/2015	1,500,000.00	317.62	0.00 0.00	3.03	0.00	320.65	0.00 0.00
3136AJDN3 FNA 2014-M2 ASQ2	09/25/2015	1,668,485.32	906.95	0.00 0.00	-26.53	0.00	880.42	918.12 0.00
20772JWS7 CONNECTICUT ST-A-TXBL	09/01/2015	1,500,000.00	31.25	0.00 0.00	0.00	0.00	31.25	0.00 0.00
313383V81 FEDERAL HOME LOAN BANK	08/28/2015	2,000,000.00	625.00	0.00 0.00	0.00	-217.79	407.21	3,750.00 0.00

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Identifier, Description	*Final Maturity*	*Current Units*	*Earned Interest Income*	*Realized Gain, Realized Loss*	*Accretion Income*	*Amortization Expense*	*Net Earned Income*	*Interest Payment Received, Ending Interest Due*
931142BY8 WAL-MART STORES INC	07/01/2015	2,000,000.00	7,500.00	0.00 0.00	0.00	-6,986.21	513.79	0.00 0.00
3133EDES7 FEDERAL FARM CREDIT BANK	06/10/2015	1,000,000.00	191.67	0.00 0.00	0.00	-16.90	174.76	0.00 0.00
85324URU9 Standard Chartered Bank	04/28/2015	3,000,000.00	0.00	0.00 0.00	955.83	0.00	955.83	0.00 0.00
07644BRE4 Bedford Row Funding Corp.	04/14/2015	3,000,000.00	0.00	0.00 0.00	671.67	0.00	671.67	0.00 0.00
9612C1N29 Westpac Banking Corporation	01/02/2015	2,000,000.00	0.00	0.00 0.00	396.11	0.00	396.11	0.00 0.00
45779QK39 INSTITUTIONAL SECURED FUNDING (JERSEY) LTD	10/03/2014	3,000,000.00	0.00	0.00 0.00	878.33	0.00	878.33	0.00 0.00
2284K1J38 Crown Point Capital Company, LLC	09/03/2014	3,000,000.00	0.00	0.00 0.00	516.67	0.00	516.67	0.00 0.00
60934N104 FEDERATED GOVT OBLI FD-IS	08/31/2014	0.00	0.00	0.00 0.00	0.00	0.00	0.00	0.00 0.00
316175108 FIDELITY GOVERNMENT PORT-I	08/31/2014	155,074.65	10.16	0.00 -0.00	0.00	0.00	10.16	36.80 10.16
CCYUSD Cash	08/31/2014	-0.00	0.00	0.00 0.00	0.00	0.00	-1,262.96	0.00 0.00
0556N1HB2 BNP Paribas Finance Inc.	08/11/2014	0.00	0.00	0.00 0.00	161.11	0.00	161.11	0.00 0.00
--- **---**	**09/21/2016**	**152,727,598.20**	**133,083.01**	**258.47** **-0.00**	**7,666.12**	**-55,946.07**	**83,798.58**	**125,824.84** **10.16**

* Filtered By: Description ≠ "Payable" and Description ≠ "Receivable". * Weighted By: Market Value + Accrued.

Transactions Realized G/L Report Trade Date

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* Does not Lock Down.

Identifier, Description	Current Units	Type	Settle Date	Price	Principal	Realized Gain/Loss	Amount
316175108 FIDELITY GOVERNMENT PORT-I	0.00	Money Market Funds	07/31/2014	---	0.00	0.00	36.80
3137AEV77 FHMS K703 A2	0.00	Coupon	08/01/2014	---	0.00	0.00	2,249.17
31381TCE8 FN 469969	-1,467.25	Principal Paydown	08/01/2014	---	-1,467.25	0.00	1,467.25
31381TCE8 FN 469969	0.00	Coupon	08/01/2014	---	0.00	0.00	2,105.19
31381PBX5 FN 466354	-2,097.75	Principal Paydown	08/01/2014	---	-2,097.75	0.00	2,097.75
31381PBX5 FN 466354	0.00	Coupon	08/01/2014	---	0.00	0.00	3,320.98
316175108 FIDELITY GOVERNMENT PORT-I	175,036.80	Buy	08/01/2014	1.00	175,036.80	0.00	-175,036.80
3137B03W2 FHMS K502 A2	0.00	Coupon	08/01/2014	---	0.00	0.00	1,188.33
3136AJKZ8 FNA 2014-M3 ASQ2	0.00	Coupon	08/01/2014	---	0.00	0.00	930.00
CCYUSD US Dollar	175,000.00	Cash Transfer	08/01/2014	---	0.00	0.00	175,000.00
3136AJDN3 FNA 2014-M2 ASQ2	0.00	Coupon	08/01/2014	---	0.00	0.00	675.78
3136AJDN3 FNA 2014-M2 ASQ2	0.00	Coupon	08/01/2014	---	0.00	0.00	242.34
3136AJDN3 FNA 2014-M2 ASQ2	-28,031.62	Principal Paydown	08/01/2014	---	-28,031.62	0.00	28,031.62
316175108 FIDELITY GOVERNMENT PORT-I	-1,262.96	Sell	08/04/2014	1.00	-1,262.96	0.00	1,262.96
CCYUSD US Dollar	0.00	Custody Fee	08/04/2014	---	0.00	0.00	-1,262.96
912828A26 US TREASURY N/B	430,000.00	Buy	08/05/2014	100.047	430,201.56	0.00	-430,395.41
316175108 FIDELITY GOVERNMENT PORT-I	-430,738.55	Sell	08/05/2014	1.00	-430,738.55	0.00	430,738.55
CCYUSD US Dollar	-10,103.65	Cash Transfer	08/05/2014	---	0.00	0.00	-10,103.65
0556N1HB2 BNP Paribas Finance Inc.	-2,000,000.00	Maturity	08/11/2014	100.00	-2,000,000.00	0.00	2,000,000.00
316175108 FIDELITY GOVERNMENT PORT-I	1,990,239.49	Buy	08/11/2014	1.00	1,990,239.49	0.00	-1,990,239.49
161571FL3 CHAIT 2012-A5 A5	2,000,000.00	Buy	08/12/2014	100.141	2,002,812.50	0.00	-2,003,697.50
316175108 FIDELITY GOVERNMENT PORT-I	1,008,272.50	Buy	08/12/2014	1.00	1,008,272.50	0.00	-1,008,272.50
037833AM2 APPLE INC	-3,000,000.00	Sell	08/12/2014	100.119	-3,003,570.00	258.47	3,011,970.00
316175108 FIDELITY GOVERNMENT PORT-I	10,000.00	Buy	08/14/2014	1.00	10,000.00	0.00	-10,000.00
961214BV4 WESTPAC BANKING CORP	0.00	Coupon	08/14/2014	---	0.00	0.00	10,000.00
43813UAD2 HAROT 2012-1 A4	0.00	Coupon	08/15/2014	---	0.00	0.00	808.33
912828UM0 US TREASURY N/B	0.00	Coupon	08/15/2014	---	0.00	0.00	3,750.00
34530KAA1 FORDO 2014-B A2	0.00	Coupon	08/15/2014	---	0.00	0.00	391.67
64990ENK9 NY DORM AUTH-B-TXBL	0.00	Coupon	08/15/2014	---	0.00	0.00	3,348.00

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Identifier, Description	*Current Units*	*Type*	*Settle Date*	*Price*	*Principal*	*Realized Gain/Loss*	*Amount*
478160AQ7 JOHNSON & JOHNSON	0.00	Coupon	08/15/2014	---	0.00	0.00	55,500.00
161571FL3 CHAIT 2012-A5 A5	0.00	Coupon	08/15/2014	---	0.00	0.00	983.33
34529UAD6 FORDO 2012-A A4	0.00	Coupon	08/15/2014	---	0.00	0.00	1,230.50
80283HAC6 SDART 2013-4 A3	0.00	Coupon	08/15/2014	---	0.00	0.00	925.00
084664BX8 BERKSHIRE HATHAWAY FIN	0.00	Coupon	08/15/2014	---	0.00	0.00	4,750.00
14041NEK3 COMET 2013-A1 A1	0.00	Coupon	08/15/2014	---	0.00	0.00	1,050.00
316175108 FIDELITY GOVERNMENT PORT-I	89,434.58	Buy	08/15/2014	1.00	89,434.58	0.00	-89,434.58
084664BY6 BERKSHIRE HATHAWAY FIN	0.00	Coupon	08/15/2014	---	0.00	0.00	10,000.00
80283WAB5 SDART 2014-2 A2A	0.00	Coupon	08/15/2014	---	0.00	0.00	447.75
912828VR8 US TREASURY N/B	0.00	Coupon	08/15/2014	---	0.00	0.00	6,250.00
161571FR0 CHAIT 2012-A8 A8	1,600,000.00	Buy	08/18/2014	100.047	1,600,750.00	0.00	-1,600,822.00
43814GAC4 HAROT 2014-2 A3	0.00	Coupon	08/18/2014	---	0.00	0.00	641.67
316175108 FIDELITY GOVERNMENT PORT-I	-1,500,180.33	Sell	08/18/2014	1.00	-1,500,180.33	0.00	1,500,180.33
CCYUSD US Dollar	100,000.00	Cash Transfer	08/18/2014	---	0.00	0.00	100,000.00
316175108 FIDELITY GOVERNMENT PORT-I	11,250.00	Buy	08/21/2014	1.00	11,250.00	0.00	-11,250.00
822582AR3 SHELL INTERNATIONAL FIN	0.00	Coupon	08/21/2014	---	0.00	0.00	11,250.00
316175108 FIDELITY GOVERNMENT PORT-I	42,308.41	Buy	08/25/2014	1.00	42,308.41	0.00	-42,308.41
20772JWS7 CONNECTICUT ST-A-TXBL	1,500,000.00	Buy	08/28/2014	100.00	1,500,000.00	0.00	-1,500,000.00
313383V81 FEDERAL HOME LOAN BANK	0.00	Coupon	08/28/2014	---	0.00	0.00	3,750.00
316175108 FIDELITY GOVERNMENT PORT-I	-1,496,250.00	Sell	08/28/2014	1.00	-1,496,250.00	0.00	1,496,250.00
316175108 FIDELITY GOVERNMENT PORT-I	0.00	Money Market Funds	08/29/2014	---	0.00	0.00	10.64
--- **---**	**661,409.67**	**---**	**---**	**---**	**396,707.38**	**258.47**	**10.64**

* Filtered By: Type = Buy or Type = Sell or Type = Redemption or Type = Call Redemption or Type = Put Redemption or Type = Corporate Action Sell or Type = Cash Transfer or Type = Maturity or Type = Coupon or Type = Principal Paydown or Type = Money Market Funds or Description ≠ "Payable" or Description ≠ "Receivable".

* The Transaction Detail/Trading Activity reports provide our most up-to-date transactional details. As such, these reports are subject to change even after the other reports on the website have been locked down. While these reports can be useful tools in understanding recent activity, due to their dynamic nature we do not recommend using them for booking journal entries or reconciliation.

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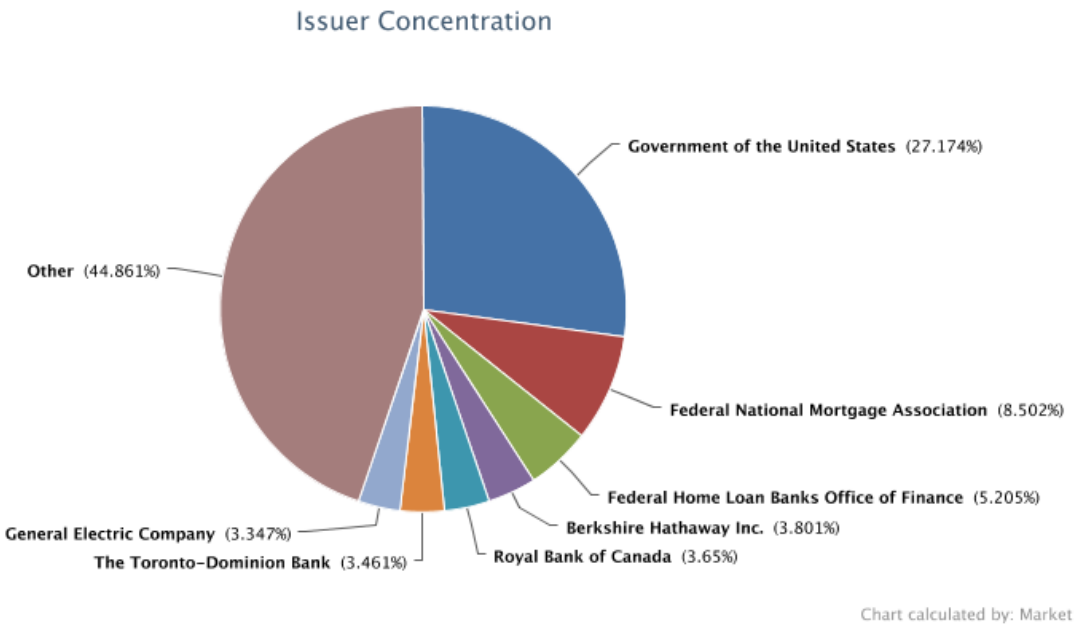

Government of the United States

Identifier	*Description, Issuer Concentration, Security Type*	*Current Units*	*Effective Maturity, Final Maturity*	*Book Yield, Yield*	*Accrued Balance*	*Book Value, Book Value + Accrued*	*Market Value, Market Value + Accrued*
912828VY3	US TREASURY N/B Government of the United States US GOV	1,500,000.00	09/30/2015 09/30/2015	0.252 0.142	1,577.87	1,499,961.31 1,501,539.18	1,501,755.00 1,503,332.87
912828VR8	US TREASURY N/B Government of the United States US GOV	2,000,000.00	08/15/2016 08/15/2016	0.547 0.499	577.45	2,003,014.72 2,003,592.16	2,004,920.00 2,005,497.45
912828VW7	US TREASURY N/B Government of the United States US GOV	2,200,000.00	09/15/2016 09/15/2016	0.60 0.54	8,892.66	2,212,228.56 2,221,121.22	2,214,960.00 2,223,852.66
912828C73	US TREASURY N/B Government of the United States US GOV	3,000,000.00	04/15/2017 04/15/2017	0.855 0.79	9,969.26	3,001,563.00 3,011,532.27	3,006,570.00 3,016,539.26
912828WH9	US TREASURY N/B Government of the United States US GOV	2,750,000.00	05/15/2017 05/15/2017	0.813 0.837	7,127.21	2,754,561.90 2,761,689.11	2,752,805.00 2,759,932.21
912828WQ9	US TREASURY N/B Government of the United States US GOV	2,000,000.00	06/30/2016 06/30/2016	0.486 0.434	1,711.96	2,000,502.29 2,002,214.25	2,002,420.00 2,004,131.96
912828WA4	US TREASURY N/B Government of the United States US GOV	1,500,000.00	10/15/2016 10/15/2016	0.616 0.58	3,560.45	1,500,281.15 1,503,841.61	1,501,410.00 1,504,970.45
912828UM0	US TREASURY N/B Government of the United States US GOV	2,000,000.00	02/15/2016 02/15/2016	0.368 0.295	346.47	2,000,205.97 2,000,552.43	2,002,340.00 2,002,686.47
912828VG2	US TREASURY N/B Government of the United States US GOV	1,500,000.00	06/15/2016 06/15/2016	0.461 0.425	1,598.36	1,501,031.98 1,502,630.34	1,501,995.00 1,503,593.36

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Identifier	Description, Issuer Concentration, Security Type	Current Units	Effective Maturity, Final Maturity	Book Yield, Yield	Accrued Balance	Book Value, Book Value + Accrued	Market Value, Market Value + Accrued
912828C81	US TREASURY N/B Government of the United States US GOV	3,000,000.00	04/30/2016 04/30/2016	0.416 0.368	3,790.76	2,997,946.85 3,001,737.62	3,000,360.00 3,004,150.76
912828SS0	US TREASURY N/B Government of the United States US GOV	1,000,000.00	04/30/2017 04/30/2017	0.962 0.827	2,948.37	997,722.77 1,000,671.14	1,001,250.00 1,004,198.37
912828WM8	US TREASURY N/B Government of the United States US GOV	2,000,000.00	05/31/2016 05/31/2016	0.487 0.402	1,905.74	1,996,120.16 1,998,025.90	1,999,060.00 2,000,965.74
912828A26	US TREASURY N/B Government of the United States US GOV	430,000.00	11/30/2015 11/30/2015	0.214 0.20	273.16	430,190.32 430,463.47	430,270.90 430,544.06
912828A26	US TREASURY N/B Government of the United States US GOV	250,000.00	11/30/2015 11/30/2015	0.297 0.20	158.81	249,853.55 250,012.36	250,157.50 250,316.31
912828RX0	US TREASURY N/B Government of the United States US GOV	1,000,000.00	12/31/2016 12/31/2016	0.728 0.679	1,497.96	1,003,377.98 1,004,875.94	1,004,530.00 1,006,027.96
912828UW8	US TREASURY N/B Government of the United States US GOV	1,000,000.00	04/15/2016 04/15/2016	0.363 0.354	949.45	998,172.03 999,121.48	998,320.00 999,269.45
912828B41	US TREASURY N/B Government of the United States US GOV	1,000,000.00	01/31/2016 01/31/2016	0.309 0.262	326.09	1,000,925.62 1,001,251.70	1,001,600.00 1,001,926.09
912828C40	US TREASURY N/B Government of the United States US GOV	2,000,000.00	03/31/2016 03/31/2016	0.389 0.338	3,155.74	1,999,566.18 2,002,721.92	2,001,180.00 2,004,335.74
912828SC5	US TREASURY N/B Government of the United States US GOV	1,500,000.00	01/31/2017 01/31/2017	0.689 0.705	1,141.30	1,506,647.78 1,507,789.08	1,506,090.00 1,507,231.30
912828WB2	US TREASURY N/B Government of the United States US GOV	1,200,000.00	10/31/2015 10/31/2015	0.213 0.173	1,010.87	1,200,510.84 1,201,521.71	1,201,080.00 1,202,090.87
912828VL1	US TREASURY N/B Government of the United States US GOV	2,000,000.00	07/15/2016 07/15/2016	0.572 0.461	1,630.43	2,001,983.57 2,003,614.00	2,006,100.00 2,007,730.43
912828WP1	US TREASURY N/B Government of the United States US GOV	2,000,000.00	06/15/2017 06/15/2017	0.919 0.869	3,729.51	1,997,564.02 2,001,293.52	2,000,320.00 2,004,049.51
912828A67	US TREASURY N/B Government of the United States US GOV	3,000,000.00	12/31/2015 12/31/2015	0.271 0.221	1,283.97	2,999,157.36 3,000,441.33	3,001,170.00 3,002,453.97
912828TX8	US TREASURY N/B Government of the United States US GOV	2,000,000.00	11/15/2015 11/15/2015	0.229 0.194	2,221.47	2,003,510.35 2,005,731.82	2,004,380.00 2,006,601.47
---	**US TREASURY N/B Government of the United States US GOV**	**41,830,000.00**	**07/22/2016 07/22/2016**	**0.526 0.475**	**61,385.31**	**41,856,600.26 41,917,985.57**	**41,895,043.40 41,956,428.71**

Federal National Mortgage Association

Identifier	Description, Issuer Concentration, Security Type	Current Units	Effective Maturity, Final Maturity	Book Yield, Yield	Accrued Balance	Book Value, Book Value + Accrued	Market Value, Market Value + Accrued
3136G1UP2	FANNIE MAE Federal National Mortgage Association AGCY BOND	1,000,000.00	09/19/2014 09/19/2017	0.502 0.391	7,200.00	1,000,537.87 1,007,737.87	1,000,670.00 1,007,870.00
31359MEL3	FANNIE MAE Federal National Mortgage Association AGCY BOND	2,000,000.00	06/01/2017 06/01/2017	1.047 1.066	0.00	1,943,405.57 1,943,405.57	1,942,320.00 1,942,320.00
3135G0PP2	FANNIE MAE Federal National Mortgage Association AGCY BOND	2,000,000.00	09/20/2017 09/20/2017	1.139 1.143	8,944.44	1,991,676.40 2,000,620.84	1,991,400.00 2,000,344.44

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Identifier	*Description, Issuer Concentration, Security Type*	*Current Units*	*Effective Maturity, Final Maturity*	*Book Yield, Yield*	*Accrued Balance*	*Book Value, Book Value + Accrued*	*Market Value, Market Value + Accrued*
3135G0VA8	FANNIE MAE Federal National Mortgage Association AGCY BOND	2,000,000.00	03/30/2016 03/30/2016	0.424 0.412	4,194.44	2,002,386.47 2,006,580.91	2,002,760.00 2,006,954.44
31381PBX5	FN 466354 Federal National Mortgage Association FNMA	1,453,409.94	05/30/2017 06/01/2017	1.119 1.236	3,316.60	1,511,935.67 1,515,252.27	1,508,014.55 1,511,331.15
31381TCE8	FN 469969 Federal National Mortgage Association FNMA	953,628.29	10/18/2018 12/01/2018	1.766 1.749	2,102.22	982,788.22 984,890.44	984,478.17 986,580.39
3136AJDN3	FNA 2014-M2 ASQ2 Federal National Mortgage Association FNMA	1,668,485.32	08/01/2015 09/25/2015	0.457 0.356	664.61	1,668,288.95 1,668,953.57	1,669,830.12 1,670,494.73
3136AJKZ8	FNA 2014-M3 ASQ2 Federal National Mortgage Association FNMA	2,000,000.00	12/05/2015 03/25/2016	0.558 0.537	930.00	1,999,988.64 2,000,918.64	1,999,790.00 2,000,720.00
---	**---** **Federal National Mortgage Association** **---**	**13,075,523.55**	**09/19/2016** **01/09/2017**	**0.837** **0.826**	**27,352.32**	**13,101,007.78** **13,128,360.11**	**13,099,262.84** **13,126,615.16**

Federal Home Loan Banks Office of Finance

Identifier	*Description, Issuer Concentration, Security Type*	*Current Units*	*Effective Maturity, Final Maturity*	*Book Yield, Yield*	*Accrued Balance*	*Book Value, Book Value + Accrued*	*Market Value, Market Value + Accrued*
313375RN9	FEDERAL HOME LOAN BANK Federal Home Loan Banks Office of Finance AGCY BOND	3,000,000.00	03/11/2016 03/11/2016	0.419 0.515	14,166.67	3,026,490.20 3,040,656.87	3,022,170.00 3,036,336.67
3130A22P0	FEDERAL HOME LOAN BANK Federal Home Loan Banks Office of Finance AGCY BOND	3,000,000.00	06/06/2016 06/06/2016	0.51 0.532	2,833.33	2,994,229.73 2,997,063.07	2,993,070.00 2,995,903.33
313383V81	FEDERAL HOME LOAN BANK Federal Home Loan Banks Office of Finance AGCY BOND	2,000,000.00	08/28/2015 08/28/2015	0.247 0.19	62.50	2,002,525.18 2,002,587.68	2,003,680.00 2,003,742.50
---	**FEDERAL HOME LOAN BANK** **Federal Home Loan Banks Office of Finance** **AGCY BOND**	**8,000,000.00**	**02/24/2016** **02/24/2016**	**0.41** **0.44**	**17,062.50**	**8,023,245.12** **8,040,307.62**	**8,018,920.00** **8,035,982.50**

Berkshire Hathaway Inc.

Identifier	*Description, Issuer Concentration, Security Type*	*Current Units*	*Effective Maturity, Final Maturity*	*Book Yield, Yield*	*Accrued Balance*	*Book Value, Book Value + Accrued*	*Market Value, Market Value + Accrued*
084664BS9	BERKSHIRE HATHAWAY FIN Berkshire Hathaway Inc. CORP	1,000,000.00	05/15/2017 05/15/2017	1.024 1.106	4,711.11	1,015,312.50 1,020,023.61	1,013,150.00 1,017,861.11
084664BS9	BERKSHIRE HATHAWAY FIN Berkshire Hathaway Inc. CORP	1,000,000.00	05/15/2017 05/15/2017	1.12 1.106	4,711.11	1,012,743.61 1,017,454.72	1,013,150.00 1,017,861.11
084664BX8	BERKSHIRE HATHAWAY FIN Berkshire Hathaway Inc. CORP	1,000,000.00	08/15/2016 08/15/2016	0.657 0.603	422.22	1,005,679.18 1,006,101.40	1,006,740.00 1,007,162.22
084664CA7	BERKSHIRE HATHAWAY FIN Berkshire Hathaway Inc. CORP	788,000.00	01/10/2017 01/10/2017	0.371 0.313	428.23	788,233.88 788,662.10	789,300.20 789,728.43
084664BY6	BERKSHIRE HATHAWAY FIN Berkshire Hathaway Inc. CORP	1,000,000.00	08/15/2018 08/15/2018	1.632 1.694	888.89	1,014,037.69 1,014,926.58	1,011,660.00 1,012,548.89
084670BD9	BERKSHIRE HATHAWAY INC Berkshire Hathaway Inc. CORP	1,000,000.00	01/31/2017 01/31/2017	0.871 0.983	1,636.11	1,024,513.08 1,026,149.19	1,021,850.00 1,023,486.11

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Identifier	Description, Issuer Concentration, Security Type	Current Units	Effective Maturity, Final Maturity	Book Yield, Yield	Accrued Balance	Book Value, Book Value + Accrued	Market Value, Market Value + Accrued
---	**---** **Berkshire Hathaway Inc.** **CORP**	**5,788,000.00**	**05/12/2017** **05/12/2017**	**0.968** **0.993**	**12,797.67**	**5,860,519.93** **5,873,317.60**	**5,855,850.20** **5,868,647.87**

Royal Bank of Canada

Identifier	Description, Issuer Concentration, Security Type	Current Units	Effective Maturity, Final Maturity	Book Yield, Yield	Accrued Balance	Book Value, Book Value + Accrued	Market Value, Market Value + Accrued
78010UBY2	ROYAL BANK OF CANADA Royal Bank of Canada CORP	1,000,000.00	09/09/2016 09/09/2016	0.817 0.804	6,927.78	1,012,668.15 1,019,595.93	1,012,940.00 1,019,867.78
78008K5V1	ROYAL BANK OF CANADA Royal Bank of Canada CORP	1,000,000.00	04/19/2016 04/19/2016	0.686 0.596	10,541.67	1,035,439.36 1,045,981.02	1,037,040.00 1,047,581.67
78010UNY9	ROYAL BANK OF CANADA Royal Bank of Canada CORP	1,500,000.00	01/23/2017 01/23/2017	0.54 0.462	938.50	1,501,146.61 1,502,085.11	1,503,930.00 1,504,868.50
78008TLB8	ROYAL BANK OF CANADA Royal Bank of Canada CORP	2,000,000.00	07/20/2016 07/20/2016	0.74 0.74	5,238.89	2,058,235.19 2,063,474.08	2,058,400.00 2,063,638.89
---	**ROYAL BANK OF CANADA** **Royal Bank of Canada** **CORP**	**5,500,000.00**	**08/31/2016** **08/31/2016**	**0.691** **0.651**	**23,646.83**	**5,607,489.31** **5,631,136.14**	**5,612,310.00** **5,635,956.83**

The Toronto-Dominion Bank

Identifier	Description, Issuer Concentration, Security Type	Current Units	Effective Maturity, Final Maturity	Book Yield, Yield	Accrued Balance	Book Value, Book Value + Accrued	Market Value, Market Value + Accrued
89114QAB4	TORONTO-DOMINION BANK The Toronto-Dominion Bank CORP	2,000,000.00	07/14/2016 07/14/2016	0.704 0.722	6,527.78	2,066,482.61 2,073,010.38	2,066,020.00 2,072,547.78
89114QAH1	TORONTO-DOMINION BANK The Toronto-Dominion Bank CORP	2,000,000.00	04/30/2018 04/30/2018	0.605 0.566	1,441.18	2,013,971.37 2,015,412.56	2,016,800.00 2,018,241.18
89114QAQ1	TORONTO-DOMINION BANK The Toronto-Dominion Bank CORP	1,250,000.00	05/02/2017 05/02/2017	1.236 1.193	4,648.44	1,246,368.41 1,251,016.85	1,247,750.00 1,252,398.44
---	**TORONTO-DOMINION BANK** **The Toronto-Dominion Bank** **CORP**	**5,250,000.00**	**05/26/2017** **05/26/2017**	**0.791** **0.774**	**12,617.40**	**5,326,822.39** **5,339,439.79**	**5,330,570.00** **5,343,187.40**

General Electric Company

Identifier	Description, Issuer Concentration, Security Type	Current Units	Effective Maturity, Final Maturity	Book Yield, Yield	Accrued Balance	Book Value, Book Value + Accrued	Market Value, Market Value + Accrued
36962G6M1	GENERAL ELEC CAP CORP General Electric Company CORP	1,000,000.00	12/11/2015 12/11/2015	0.494 0.456	2,222.22	1,006,424.02 1,008,646.24	1,006,940.00 1,009,162.22
36962G6M1	GENERAL ELEC CAP CORP General Electric Company CORP	1,000,000.00	12/11/2015 12/11/2015	0.473 0.456	2,222.22	1,006,697.28 1,008,919.50	1,006,940.00 1,009,162.22
369604BE2	GENERAL ELECTRIC CO General Electric Company CORP	2,000,000.00	10/09/2015 10/09/2015	0.379 0.455	6,705.56	2,010,358.24 2,017,063.79	2,008,720.00 2,015,425.56
369604BC6	GENERAL ELECTRIC CO General Electric Company CORP	1,000,000.00	12/06/2017 12/06/2017	1.43 1.441	12,395.83	1,121,318.48 1,133,714.32	1,121,110.00 1,133,505.83

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Identifier	*Description, Issuer Concentration, Security Type*	*Current Units*	*Effective Maturity, Final Maturity*	*Book Yield, Yield*	*Accrued Balance*	*Book Value, Book Value + Accrued*	*Market Value, Market Value + Accrued*
---	**---** **General Electric Company** **CORP**	**5,000,000.00**	**04/24/2016** **04/24/2016**	**0.65** **0.672**	**23,545.83**	**5,144,798.01** **5,168,343.85**	**5,143,710.00** **5,167,255.83**

Westpac Banking Corporation

Identifier	*Description, Issuer Concentration, Security Type*	*Current Units*	*Effective Maturity, Final Maturity*	*Book Yield, Yield*	*Accrued Balance*	*Book Value, Book Value + Accrued*	*Market Value, Market Value + Accrued*
961214CH4	WESTPAC BANKING CORP Westpac Banking Corporation CORP	1,000,000.00	05/19/2017 05/19/2017	1.236 1.189	3,333.33	999,046.52 1,002,379.85	1,000,290.00 1,003,623.33
961214BV4	WESTPAC BANKING CORP Westpac Banking Corporation CORP	1,000,000.00	08/14/2017 08/14/2017	1.316 1.291	944.44	1,019,738.80 1,020,683.24	1,020,480.00 1,021,424.44
9612C1N29	Westpac Banking Corporation Westpac Banking Corporation CP	2,000,000.00	01/02/2015 01/02/2015	0.23 0.23	0.00	1,998,428.33 1,998,428.33	1,998,428.33 1,998,428.33
---	**---** **Westpac Banking Corporation** **---**	**4,000,000.00**	**04/05/2016** **04/05/2016**	**0.757** **0.739**	**4,277.78**	**4,017,213.65** **4,021,491.43**	**4,019,198.33** **4,023,476.11**

ROYAL DUTCH SHELL plc

Identifier	*Description, Issuer Concentration, Security Type*	*Current Units*	*Effective Maturity, Final Maturity*	*Book Yield, Yield*	*Accrued Balance*	*Book Value, Book Value + Accrued*	*Market Value, Market Value + Accrued*
822582AZ5	SHELL INTERNATIONAL FIN ROYAL DUTCH SHELL plc CORP	2,000,000.00	11/15/2016 11/15/2016	0.811 0.792	5,300.00	2,003,870.67 2,009,170.67	2,004,720.00 2,010,020.00
822582AR3	SHELL INTERNATIONAL FIN ROYAL DUTCH SHELL plc CORP	2,000,000.00	08/21/2017 08/21/2017	1.25 1.169	625.00	1,992,760.74 1,993,385.74	1,997,460.00 1,998,085.00
---	**SHELL INTERNATIONAL FIN** **ROYAL DUTCH SHELL plc** **CORP**	**4,000,000.00**	**04/03/2017** **04/03/2017**	**1.03** **0.98**	**5,925.00**	**3,996,631.41** **4,002,556.41**	**4,002,180.00** **4,008,105.00**

Chase Issuance Trust

Identifier	*Description, Issuer Concentration, Security Type*	*Current Units*	*Effective Maturity, Final Maturity*	*Book Yield, Yield*	*Accrued Balance*	*Book Value, Book Value + Accrued*	*Market Value, Market Value + Accrued*
161571FL3	CHAIT 2012-A5 A5 Chase Issuance Trust ABS	2,000,000.00	08/15/2015 08/15/2017	0.451 0.471	524.44	2,002,662.12 2,003,186.56	2,002,292.00 2,002,816.44
161571FR0	CHAIT 2012-A8 A8 Chase Issuance Trust ABS	1,600,000.00	10/15/2015 10/16/2017	0.50 0.504	384.00	1,600,725.79 1,601,109.79	1,600,657.60 1,601,041.60
---	**---** **Chase Issuance Trust** **ABS**	**3,600,000.00**	**09/11/2015** **09/12/2017**	**0.473** **0.486**	**908.44**	**3,603,387.91** **3,604,296.35**	**3,602,949.60** **3,603,858.04**

Federal Home Loan Mortgage Corp

Identifier	*Description, Issuer Concentration, Security Type*	*Current Units*	*Effective Maturity, Final Maturity*	*Book Yield, Yield*	*Accrued Balance*	*Book Value, Book Value + Accrued*	*Market Value, Market Value + Accrued*
3137B03W2	FHMS K502 A2 Federal Home Loan Mortgage Corp FHLMC CMO	1,000,000.00	03/27/2017 08/25/2017	1.199 1.154	1,188.33	1,006,491.97 1,007,680.30	1,006,019.00 1,007,207.33

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Identifier	*Description, Issuer Concentration, Security Type*	*Current Units*	*Effective Maturity, Final Maturity*	*Book Yield, Yield*	*Accrued Balance*	*Book Value, Book Value + Accrued*	*Market Value, Market Value + Accrued*
3137AEV77	FHMS K703 A2 Federal Home Loan Mortgage Corp FHLMC CMO	1,000,000.00	04/25/2018 05/25/2018	1.617 1.541	2,249.17	1,036,710.92 1,038,960.09	1,039,509.00 1,041,758.17
3134G4S33	FREDDIE MAC Federal Home Loan Mortgage Corp AGCY BOND	1,550,000.00	01/15/2016 01/15/2016	0.40 0.463	792.22	1,550,000.00 1,550,792.22	1,548,667.00 1,549,459.22
---	**---** **Federal Home Loan Mortgage Corp** **---**	**3,550,000.00**	**01/12/2017** **03/04/2017**	**0.976** **0.968**	**4,229.72**	**3,593,202.89** **3,597,432.61**	**3,594,195.00** **3,598,424.72**

International Business Machines Corporation

Identifier	*Description, Issuer Concentration, Security Type*	*Current Units*	*Effective Maturity, Final Maturity*	*Book Yield, Yield*	*Accrued Balance*	*Book Value, Book Value + Accrued*	*Market Value, Market Value + Accrued*
459200GJ4	IBM CORP International Business Machines Corporation CORP	2,000,000.00	09/14/2017 09/14/2017	1.30 1.278	52,883.33	2,261,058.26 2,313,941.59	2,262,740.00 2,315,623.33
459200GX3	IBM CORP International Business Machines Corporation CORP	1,000,000.00	07/22/2016 07/22/2016	0.673 0.679	2,112.50	1,023,913.63 1,026,026.13	1,023,890.00 1,026,002.50
---	**IBM CORP** **International Business Machines Corporation** **CORP**	**3,000,000.00**	**05/08/2017** **05/08/2017**	**1.108** **1.094**	**54,995.83**	**3,284,971.89** **3,339,967.73**	**3,286,630.00** **3,341,625.83**

Wal-Mart Stores, Inc.

Identifier	*Description, Issuer Concentration, Security Type*	*Current Units*	*Effective Maturity, Final Maturity*	*Book Yield, Yield*	*Accrued Balance*	*Book Value, Book Value + Accrued*	*Market Value, Market Value + Accrued*
931142CX9	WAL-MART STORES INC Wal-Mart Stores, Inc. CORP	1,000,000.00	10/25/2015 10/25/2015	0.38 0.342	5,250.00	1,012,811.34 1,018,061.34	1,013,310.00 1,018,560.00
931142BY8	WAL-MART STORES INC Wal-Mart Stores, Inc. CORP	2,000,000.00	07/01/2015 07/01/2015	0.339 0.374	15,000.00	2,069,030.97 2,084,030.97	2,068,820.00 2,083,820.00
---	**WAL-MART STORES INC** **Wal-Mart Stores, Inc.** **CORP**	**3,000,000.00**	**08/08/2015** **08/08/2015**	**0.353** **0.363**	**20,250.00**	**3,081,842.31** **3,102,092.31**	**3,082,130.00** **3,102,380.00**

The Coca-Cola Company

Identifier	*Description, Issuer Concentration, Security Type*	*Current Units*	*Effective Maturity, Final Maturity*	*Book Yield, Yield*	*Accrued Balance*	*Book Value, Book Value + Accrued*	*Market Value, Market Value + Accrued*
191216AU4	COCA-COLA CO/THE The Coca-Cola Company CORP	2,000,000.00	09/01/2016 09/01/2016	0.711 0.618	18,000.00	2,043,175.76 2,061,175.76	2,047,000.00 2,065,000.00
191216AP5	COCA-COLA CO/THE The Coca-Cola Company CORP	1,000,000.00	11/15/2015 11/15/2015	0.376 0.488	4,416.67	1,013,491.54 1,017,908.21	1,012,170.00 1,016,586.67
---	**COCA-COLA CO/THE** **The Coca-Cola Company** **CORP**	**3,000,000.00**	**05/28/2016** **05/28/2016**	**0.60** **0.575**	**22,416.67**	**3,056,667.30** **3,079,083.97**	**3,059,170.00** **3,081,586.67**

Crown Point Capital Company, LLC

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Identifier	*Description, Issuer Concentration, Security Type*	*Current Units*	*Effective Maturity, Final Maturity*	*Book Yield, Yield*	*Accrued Balance*	*Book Value, Book Value + Accrued*	*Market Value, Market Value + Accrued*
2284K1J38	Crown Point Capital Company, LLC Crown Point Capital Company, LLC CP	3,000,000.00	09/03/2014 09/03/2014	0.20 0.20	0.00	2,999,966.67 2,999,966.67	2,999,966.67 2,999,966.67
2284K1J38	**Crown Point Capital Company, LLC Crown Point Capital Company, LLC CP**	**3,000,000.00**	**09/03/2014 09/03/2014**	**0.20 0.20**	**0.00**	**2,999,966.67 2,999,966.67**	**2,999,966.67 2,999,966.67**

(45779QK39) INSTITUTIONAL SECURED FUNDING (JERSEY) LTD

Identifier	*Description, Issuer Concentration, Security Type*	*Current Units*	*Effective Maturity, Final Maturity*	*Book Yield, Yield*	*Accrued Balance*	*Book Value, Book Value + Accrued*	*Market Value, Market Value + Accrued*
45779QK39	INSTITUTIONAL SECURED FUNDING (JERSEY) LTD (45779QK39) INSTITUTIONAL SECURED FUNDING (JERSEY) LTD CP	3,000,000.00	10/03/2014 10/03/2014	0.34 0.34	0.00	2,999,093.33 2,999,093.33	2,999,093.33 2,999,093.33
45779QK39	**INSTITUTIONAL SECURED FUNDING (JERSEY) LTD (45779QK39) INSTITUTIONAL SECURED FUNDING (JERSEY) LTD CP**	**3,000,000.00**	**10/03/2014 10/03/2014**	**0.34 0.34**	**0.00**	**2,999,093.33 2,999,093.33**	**2,999,093.33 2,999,093.33**

Bedford Row Funding Corp.

Identifier	*Description, Issuer Concentration, Security Type*	*Current Units*	*Effective Maturity, Final Maturity*	*Book Yield, Yield*	*Accrued Balance*	*Book Value, Book Value + Accrued*	*Market Value, Market Value + Accrued*
07644BRE4	Bedford Row Funding Corp. Bedford Row Funding Corp. CP	3,000,000.00	04/14/2015 04/14/2015	0.26 0.26	0.00	2,995,125.00 2,995,125.00	2,995,125.00 2,995,125.00
07644BRE4	**Bedford Row Funding Corp. Bedford Row Funding Corp. CP**	**3,000,000.00**	**04/14/2015 04/14/2015**	**0.26 0.26**	**0.00**	**2,995,125.00 2,995,125.00**	**2,995,125.00 2,995,125.00**

Standard Chartered PLC

Identifier	*Description, Issuer Concentration, Security Type*	*Current Units*	*Effective Maturity, Final Maturity*	*Book Yield, Yield*	*Accrued Balance*	*Book Value, Book Value + Accrued*	*Market Value, Market Value + Accrued*
85324URU9	Standard Chartered Bank Standard Chartered PLC CP	3,000,000.00	04/28/2015 04/28/2015	0.371 0.371	0.00	2,992,630.83 2,992,630.83	2,992,630.83 2,992,630.83
85324URU9	**Standard Chartered Bank Standard Chartered PLC CP**	**3,000,000.00**	**04/28/2015 04/28/2015**	**0.371 0.371**	**0.00**	**2,992,630.83 2,992,630.83**	**2,992,630.83 2,992,630.83**

Apple Inc.

Identifier	*Description, Issuer Concentration, Security Type*	*Current Units*	*Effective Maturity, Final Maturity*	*Book Yield, Yield*	*Accrued Balance*	*Book Value, Book Value + Accrued*	*Market Value, Market Value + Accrued*
037833AH3	APPLE INC Apple Inc. CORP	1,700,000.00	05/03/2016 05/03/2016	0.503 0.545	2,507.50	1,698,504.78 1,701,012.28	1,697,297.00 1,699,804.50
037833AH3	APPLE INC Apple Inc. CORP	1,250,000.00	05/03/2016 05/03/2016	0.526 0.545	1,843.75	1,248,423.44 1,250,267.19	1,248,012.50 1,249,856.25
037833AH3	**APPLE INC Apple Inc. CORP**	**2,950,000.00**	**05/03/2016 05/03/2016**	**0.513 0.545**	**4,351.25**	**2,946,928.22 2,951,279.47**	**2,945,309.50 2,949,660.75**

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Ford Motor Company

Identifier	*Description, Issuer Concentration, Security Type*	*Current Units*	*Effective Maturity, Final Maturity*	*Book Yield, Yield*	*Accrued Balance*	*Book Value, Book Value + Accrued*	*Market Value, Market Value + Accrued*
34529UAD6	FORDO 2012-A A4 Ford Motor Company ABS	1,284,000.00	08/15/2015 06/15/2017	0.552 0.408	656.27	1,291,335.13 1,291,991.39	1,292,408.92 1,293,065.18
34530KAA1	FORDO 2014-B A2 Ford Motor Company ABS	1,000,000.00	07/12/2015 03/15/2017	0.471 0.473	208.89	999,965.51 1,000,174.40	1,000,176.00 1,000,384.89
---	**---** **Ford Motor Company** **ABS**	**2,284,000.00**	**07/31/2015** **05/06/2017**	**0.517** **0.436**	**865.16**	**2,291,300.64** **2,292,165.80**	**2,292,584.92** **2,293,450.07**

Johnson & Johnson

Identifier	*Description, Issuer Concentration, Security Type*	*Current Units*	*Effective Maturity, Final Maturity*	*Book Yield, Yield*	*Accrued Balance*	*Book Value, Book Value + Accrued*	*Market Value, Market Value + Accrued*
478160AQ7	JOHNSON & JOHNSON Johnson & Johnson CORP	2,000,000.00	08/15/2017 08/15/2017	1.066 1.049	4,933.33	2,260,084.56 2,265,017.89	2,261,520.00 2,266,453.33
478160AQ7	**JOHNSON & JOHNSON** **Johnson & Johnson** **CORP**	**2,000,000.00**	**08/15/2017** **08/15/2017**	**1.066** **1.049**	**4,933.33**	**2,260,084.56** **2,265,017.89**	**2,261,520.00** **2,266,453.33**

Citibank Credit Card Issuance Trust

Identifier	*Description, Issuer Concentration, Security Type*	*Current Units*	*Effective Maturity, Final Maturity*	*Book Yield, Yield*	*Accrued Balance*	*Book Value, Book Value + Accrued*	*Market Value, Market Value + Accrued*
17305ECX1	CCCIT 2005-A9 A9 Citibank Credit Card Issuance Trust ABS	1,000,000.00	11/20/2015 11/20/2017	0.546 0.606	14,308.33	1,055,270.03 1,069,578.36	1,054,750.00 1,069,058.33
17305EFC4	CCCIT 2013-A3 A3 Citibank Credit Card Issuance Trust ABS	1,000,000.00	07/22/2016 07/23/2018	0.794 0.84	1,202.50	1,005,910.66 1,007,113.16	1,005,069.00 1,006,271.50
---	**---** **Citibank Credit Card Issuance Trust** **ABS**	**2,000,000.00**	**03/18/2016** **03/19/2018**	**0.666** **0.719**	**15,510.83**	**2,061,180.69** **2,076,691.52**	**2,059,819.00** **2,075,329.83**

Australia and New Zealand Banking Group Limited

Identifier	*Description, Issuer Concentration, Security Type*	*Current Units*	*Effective Maturity, Final Maturity*	*Book Yield, Yield*	*Accrued Balance*	*Book Value, Book Value + Accrued*	*Market Value, Market Value + Accrued*
05253JAF8	AUST & NZ BANKING GRP NY Australia and New Zealand Banking Group Limited CORP	2,000,000.00	06/13/2017 06/13/2017	1.256 1.214	5,416.67	1,999,665.82 2,005,082.49	2,001,960.00 2,007,376.67
05253JAF8	**AUST & NZ BANKING GRP NY** **Australia and New Zealand Banking Group Limited** **CORP**	**2,000,000.00**	**06/13/2017** **06/13/2017**	**1.256** **1.214**	**5,416.67**	**1,999,665.82** **2,005,082.49**	**2,001,960.00** **2,007,376.67**

Toyota Motor Corporation

Identifier	*Description, Issuer Concentration, Security Type*	*Current Units*	*Effective Maturity, Final Maturity*	*Book Yield, Yield*	*Accrued Balance*	*Book Value, Book Value + Accrued*	*Market Value, Market Value + Accrued*
89233P6S0	TOYOTA MOTOR CREDIT CORP Toyota Motor Corporation CORP	2,000,000.00	10/05/2017 10/05/2017	1.332 1.319	10,138.89	1,995,024.78 2,005,163.67	1,995,840.00 2,005,978.89

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Identifier	*Description, Issuer Concentration, Security Type*	*Current Units*	*Effective Maturity, Final Maturity*	*Book Yield, Yield*	*Accrued Balance*	*Book Value, Book Value + Accrued*	*Market Value, Market Value + Accrued*
89233P6S0	**TOYOTA MOTOR CREDIT CORP Toyota Motor Corporation CORP**	**2,000,000.00**	**10/05/2017 10/05/2017**	**1.332 1.319**	**10,138.89**	**1,995,024.78 2,005,163.67**	**1,995,840.00 2,005,978.89**

Georgia, State of

Identifier	*Description, Issuer Concentration, Security Type*	*Current Units*	*Effective Maturity, Final Maturity*	*Book Yield, Yield*	*Accrued Balance*	*Book Value, Book Value + Accrued*	*Market Value, Market Value + Accrued*
373384T48	GEORGIA ST-B-TXBL Georgia, State of MUNI	2,000,000.00	02/01/2017 02/01/2017	0.98 0.93	2,776.67	2,000,000.00 2,002,776.67	2,002,380.00 2,005,156.67
373384T48	**GEORGIA ST-B-TXBL Georgia, State of MUNI**	**2,000,000.00**	**02/01/2017 02/01/2017**	**0.98 0.93**	**2,776.67**	**2,000,000.00 2,002,776.67**	**2,002,380.00 2,005,156.67**

Capital One Multi-Asset Execution Trust

Identifier	*Description, Issuer Concentration, Security Type*	*Current Units*	*Effective Maturity, Final Maturity*	*Book Yield, Yield*	*Accrued Balance*	*Book Value, Book Value + Accrued*	*Market Value, Market Value + Accrued*
14041NEK3	COMET 2013-A1 A1 Capital One Multi-Asset Execution Trust ABS	2,000,000.00	01/14/2016 11/15/2018	0.61 0.71	560.00	2,000,571.35 2,001,131.35	1,997,836.00 1,998,396.00
14041NEK3	**COMET 2013-A1 A1 Capital One Multi-Asset Execution Trust ABS**	**2,000,000.00**	**01/14/2016 11/15/2018**	**0.61 0.71**	**560.00**	**2,000,571.35 2,001,131.35**	**1,997,836.00 1,998,396.00**

Fairfax, County of

Identifier	*Description, Issuer Concentration, Security Type*	*Current Units*	*Effective Maturity, Final Maturity*	*Book Yield, Yield*	*Accrued Balance*	*Book Value, Book Value + Accrued*	*Market Value, Market Value + Accrued*
303891YE9	FAIRFAX CO WTR-B-TXBL Fairfax, County of MUNI	1,500,000.00	04/01/2017 04/01/2017	1.07 0.791	6,343.75	1,497,897.20 1,504,240.95	1,508,580.00 1,514,923.75
303891YE9	**FAIRFAX CO WTR-B-TXBL Fairfax, County of MUNI**	**1,500,000.00**	**04/01/2017 04/01/2017**	**1.07 0.791**	**6,343.75**	**1,497,897.20 1,504,240.95**	**1,508,580.00 1,514,923.75**

International Bank for Reconstruction & Development

Identifier	*Description, Issuer Concentration, Security Type*	*Current Units*	*Effective Maturity, Final Maturity*	*Book Yield, Yield*	*Accrued Balance*	*Book Value, Book Value + Accrued*	*Market Value, Market Value + Accrued*
459058DS9	INTL BK RECON & DEVELOP International Bank for Reconstruction & Development INTL GOV	1,500,000.00	10/14/2016 10/14/2016	0.69 0.63	1,718.75	1,497,956.56 1,499,675.31	1,499,835.00 1,501,553.75
459058DS9	**INTL BK RECON & DEVELOP International Bank for Reconstruction & Development INTL GOV**	**1,500,000.00**	**10/14/2016 10/14/2016**	**0.69 0.63**	**1,718.75**	**1,497,956.56 1,499,675.31**	**1,499,835.00 1,501,553.75**

Connecticut, State of

Identifier	*Description, Issuer Concentration, Security Type*	*Current Units*	*Effective Maturity, Final Maturity*	*Book Yield, Yield*	*Accrued Balance*	*Book Value, Book Value + Accrued*	*Market Value, Market Value + Accrued*
20772JWS7	CONNECTICUT ST-A-TXBL Connecticut, State of MUNI	1,500,000.00	09/01/2015 09/01/2015	0.25 0.379	31.25	1,500,000.00 1,500,031.25	1,498,065.00 1,498,096.25

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20772JWS7	**CONNECTICUT ST-A-TXBL Connecticut, State of MUNI**	**1,500,000.00**	**09/01/2015 09/01/2015**	**0.25 0.379**	**31.25**	**1,500,000.00 1,500,031.25**	**1,498,065.00 1,498,096.25**

Maryland, State of

Identifier	*Description, Issuer Concentration, Security Type*	*Current Units*	*Effective Maturity, Final Maturity*	*Book Yield, Yield*	*Accrued Balance*	*Book Value, Book Value + Accrued*	*Market Value, Market Value + Accrued*
574193JA7	MARYLAND ST-B-TXBL Maryland, State of MUNI	1,500,000.00	03/01/2017 03/01/2017	0.70 0.894	4,754.17	1,500,000.00 1,504,754.17	1,492,815.00 1,497,569.17
574193JA7	**MARYLAND ST-B-TXBL Maryland, State of MUNI**	**1,500,000.00**	**03/01/2017 03/01/2017**	**0.70 0.894**	**4,754.17**	**1,500,000.00 1,504,754.17**	**1,492,815.00 1,497,569.17**

Santander Drive Auto Receivables Trust 2013-4

Identifier	*Description, Issuer Concentration, Security Type*	*Current Units*	*Effective Maturity, Final Maturity*	*Book Yield, Yield*	*Accrued Balance*	*Book Value, Book Value + Accrued*	*Market Value, Market Value + Accrued*
80283HAC6	SDART 2013-4 A3 Santander Drive Auto Receivables Trust 2013-4 ABS	1,000,000.00	06/04/2015 12/15/2017	0.569 0.465	493.33	1,004,105.10 1,004,598.43	1,004,621.00 1,005,114.33
80283HAC6	**SDART 2013-4 A3 Santander Drive Auto Receivables Trust 2013-4 ABS**	**1,000,000.00**	**06/04/2015 12/15/2017**	**0.569 0.465**	**493.33**	**1,004,105.10 1,004,598.43**	**1,004,621.00 1,005,114.33**

Exxon Mobil Corporation

Identifier	*Description, Issuer Concentration, Security Type*	*Current Units*	*Effective Maturity, Final Maturity*	*Book Yield, Yield*	*Accrued Balance*	*Book Value, Book Value + Accrued*	*Market Value, Market Value + Accrued*
30231GAA0	EXXON MOBIL CORPORATION Exxon Mobil Corporation CORP	1,000,000.00	03/15/2017 03/15/2017	0.921 0.899	4,118.92	1,000,000.00 1,004,118.92	1,000,550.00 1,004,668.92
30231GAA0	**EXXON MOBIL CORPORATION Exxon Mobil Corporation CORP**	**1,000,000.00**	**03/15/2017 03/15/2017**	**0.921 0.899**	**4,118.92**	**1,000,000.00 1,004,118.92**	**1,000,550.00 1,004,668.92**

Honda Auto Receivables 2012-1 Owner Trust

Identifier	*Description, Issuer Concentration, Security Type*	*Current Units*	*Effective Maturity, Final Maturity*	*Book Yield, Yield*	*Accrued Balance*	*Book Value, Book Value + Accrued*	*Market Value, Market Value + Accrued*
43813UAD2	HAROT 2012-1 A4 Honda Auto Receivables 2012-1 Owner Trust ABS	1,000,000.00	05/14/2015 04/16/2018	0.446 0.606	431.11	1,003,684.08 1,004,115.19	1,003,734.00 1,004,165.11
43813UAD2	**HAROT 2012-1 A4 Honda Auto Receivables 2012-1 Owner Trust ABS**	**1,000,000.00**	**05/14/2015 04/16/2018**	**0.446 0.606**	**431.11**	**1,003,684.08 1,004,115.19**	**1,003,734.00 1,004,165.11**

Federal Farm Credit Banks Funding Corporation

Identifier	*Description, Issuer Concentration, Security Type*	*Current Units*	*Effective Maturity, Final Maturity*	*Book Yield, Yield*	*Accrued Balance*	*Book Value, Book Value + Accrued*	*Market Value, Market Value + Accrued*
3133EDES7	FEDERAL FARM CREDIT BANK Federal Farm Credit Banks Funding Corporation AGCY BOND	1,000,000.00	06/10/2015 06/10/2015	0.21 0.157	517.50	1,000,154.42 1,000,671.92	1,000,570.00 1,001,087.50

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Identifier	*Description, Issuer Concentration, Security Type*	*Current Units*	*Effective Maturity, Final Maturity*	*Book Yield, Yield*	*Accrued Balance*	*Book Value, Book Value + Accrued*	*Market Value, Market Value + Accrued*
3133EDES7	**FEDERAL FARM CREDIT BANK Federal Farm Credit Banks Funding Corporation AGCY BOND**	**1,000,000.00**	**06/10/2015 06/10/2015**	**0.21 0.157**	**517.50**	**1,000,154.42 1,000,671.92**	**1,000,570.00 1,001,087.50**

Honda Auto Receivables 2014-2 Owner Trust

Identifier	*Description, Issuer Concentration, Security Type*	*Current Units*	*Effective Maturity, Final Maturity*	*Book Yield, Yield*	*Accrued Balance*	*Book Value, Book Value + Accrued*	*Market Value, Market Value + Accrued*
43814GAC4	HAROT 2014-2 A3 Honda Auto Receivables 2014-2 Owner Trust ABS	1,000,000.00	07/01/2016 03/19/2018	0.777 ---	278.06	999,895.58 1,000,173.64	999,825.00 1,000,103.06
43814GAC4	**HAROT 2014-2 A3 Honda Auto Receivables 2014-2 Owner Trust ABS**	**1,000,000.00**	**07/01/2016 03/19/2018**	**0.777 ---**	**278.06**	**999,895.58 1,000,173.64**	**999,825.00 1,000,103.06**

Dormitory Authority of the State of New York

Identifier	*Description, Issuer Concentration, Security Type*	*Current Units*	*Effective Maturity, Final Maturity*	*Book Yield, Yield*	*Accrued Balance*	*Book Value, Book Value + Accrued*	*Market Value, Market Value + Accrued*
64990ENK9	NY DORM AUTH-B-TXBL Dormitory Authority of the State of New York MUNI	1,000,000.00	02/15/2017 02/15/2017	0.947 1.009	372.00	997,334.72 997,706.72	995,830.00 996,202.00
64990ENK9	**NY DORM AUTH-B-TXBL Dormitory Authority of the State of New York MUNI**	**1,000,000.00**	**02/15/2017 02/15/2017**	**0.947 1.009**	**372.00**	**997,334.72 997,706.72**	**995,830.00 996,202.00**

Santander Drive Auto Receivables Trust 2014-2

Identifier	*Description, Issuer Concentration, Security Type*	*Current Units*	*Effective Maturity, Final Maturity*	*Book Yield, Yield*	*Accrued Balance*	*Book Value, Book Value + Accrued*	*Market Value, Market Value + Accrued*
80283WAB5	SDART 2014-2 A2A Santander Drive Auto Receivables Trust 2014-2 ABS	995,000.00	06/05/2015 08/15/2017	0.548 0.512	238.80	994,946.99 995,185.79	995,218.90 995,457.70
80283WAB5	**SDART 2014-2 A2A Santander Drive Auto Receivables Trust 2014-2 ABS**	**995,000.00**	**06/05/2015 08/15/2017**	**0.548 0.512**	**238.80**	**994,946.99 995,185.79**	**995,218.90 995,457.70**

Microsoft Corporation

Identifier	*Description, Issuer Concentration, Security Type*	*Current Units*	*Effective Maturity, Final Maturity*	*Book Yield, Yield*	*Accrued Balance*	*Book Value, Book Value + Accrued*	*Market Value, Market Value + Accrued*
594918AS3	MICROSOFT CORP Microsoft Corporation CORP	1,000,000.00	05/01/2018 05/01/2018	1.45 1.372	3,333.33	983,994.57 987,327.91	986,720.00 990,053.33
594918AS3	**MICROSOFT CORP Microsoft Corporation CORP**	**1,000,000.00**	**05/01/2018 05/01/2018**	**1.45 1.372**	**3,333.33**	**983,994.57 987,327.91**	**986,720.00 990,053.33**

New York State Urban Development Corporation

Identifier	*Description, Issuer Concentration, Security Type*	*Current Units*	*Effective Maturity, Final Maturity*	*Book Yield, Yield*	*Accrued Balance*	*Book Value, Book Value + Accrued*	*Market Value, Market Value + Accrued*
650035J41	NY URBAN DEV-F-TXBL New York State Urban Development Corporation MUNI	750,000.00	03/15/2017 03/15/2017	1.07 1.061	3,458.33	748,681.09 752,139.42	748,860.00 752,318.33

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Identifier	*Description, Issuer Concentration, Security Type*	*Current Units*	*Effective Maturity, Final Maturity*	*Book Yield, Yield*	*Accrued Balance*	*Book Value, Book Value + Accrued*	*Market Value, Market Value + Accrued*
650035J41	**NY URBAN DEV-F-TXBL New York State Urban Development Corporation MUNI**	**750,000.00**	**03/15/2017 03/15/2017**	**1.07 1.061**	**3,458.33**	**748,681.09 752,139.42**	**748,860.00 752,318.33**

Fidelity Colchester Street Trust

Identifier	*Description, Issuer Concentration, Security Type*	*Current Units*	*Effective Maturity, Final Maturity*	*Book Yield, Yield*	*Accrued Balance*	*Book Value, Book Value + Accrued*	*Market Value, Market Value + Accrued*
316175108	FIDELITY GOVERNMENT PORT-I Fidelity Colchester Street Trust MMFUND	155,074.65	08/31/2014 08/31/2014	0.01 0.01	0.00	155,074.65 155,074.65	155,074.65 155,074.65
316175108	**FIDELITY GOVERNMENT PORT-I Fidelity Colchester Street Trust MMFUND**	**155,074.65**	**08/31/2014 08/31/2014**	**0.01 0.01**	**0.00**	**155,074.65 155,074.65**	**155,074.65 155,074.65**

Money Market Obligations Trust

Identifier	*Description, Issuer Concentration, Security Type*	*Current Units*	*Effective Maturity, Final Maturity*	*Book Yield, Yield*	*Accrued Balance*	*Book Value, Book Value + Accrued*	*Market Value, Market Value + Accrued*
60934N104	FEDERATED GOVT OBLI FD-IS Money Market Obligations Trust MMFUND	0.00	08/31/2014 08/31/2014	0.00 0.01	0.00	0.00 0.00	0.00 0.00
60934N104	**FEDERATED GOVT OBLI FD-IS Money Market Obligations Trust MMFUND**	**0.00**	**08/31/2014 08/31/2014**	**0.00 0.01**	**0.00**	**0.00 0.00**	**0.00 0.00**

(CCYUSD) UNITED STATES OF AMERICA

Identifier	*Description, Issuer Concentration, Security Type*	*Current Units*	*Effective Maturity, Final Maturity*	*Book Yield, Yield*	*Accrued Balance*	*Book Value, Book Value + Accrued*	*Market Value, Market Value + Accrued*
CCYUSD	Cash (CCYUSD) UNITED STATES OF AMERICA CASH	-0.00	08/31/2014 08/31/2014	0.00 0.00	0.00	-0.00 -0.00	-0.00 -0.00
CCYUSD	**Cash (CCYUSD) UNITED STATES OF AMERICA CASH**	**-0.00**	**08/31/2014 08/31/2014**	**0.00 0.00**	**0.00**	**-0.00 -0.00**	**-0.00 -0.00**

Summary

Identifier	*Description, Issuer Concentration, Security Type*	*Current Units*	*Effective Maturity, Final Maturity*	*Book Yield, Yield*	*Accrued Balance*	*Book Value, Book Value + Accrued*	*Market Value, Market Value + Accrued*
---	**--- --- ---**	**152,727,598.20**	**06/30/2016 09/21/2016**	**0.658 0.641**	**362,053.41**	**153,979,697.03 154,341,750.44**	**154,036,483.17 154,398,536.57**

* Grouped By: Issuer Concentration. * Groups Sorted By: Market Value + Accrued. * Filtered By: Description ≠ "Payable" and Description ≠ "Receivable". * Weighted By: Market Value + Accrued.

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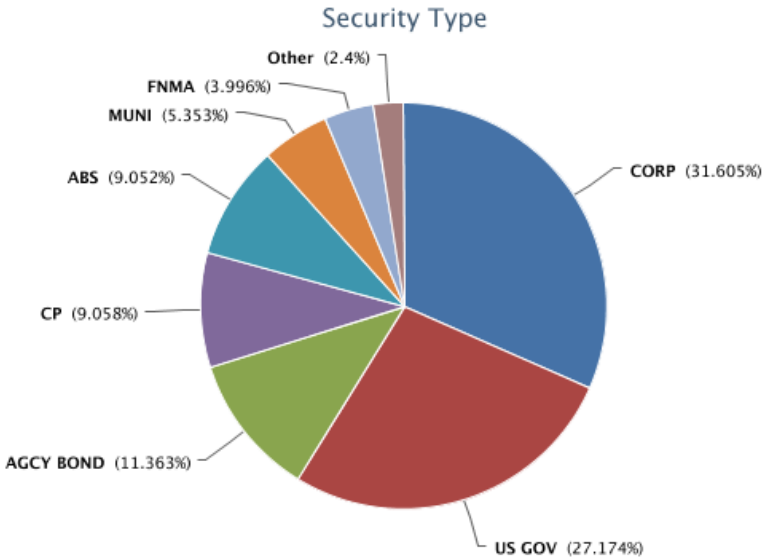

CORP

Identifier, Description, Security Type	*Current Units*	*Effective Maturity, Final Maturity*	*Book Yield, Yield*	*Accrued Balance*	*Book Value, Book Value + Accrued*	*Market Value, Market Value + Accrued*
931142BY8 WAL-MART STORES INC CORP	2,000,000.00	07/01/2015 07/01/2015	0.339 0.374	15,000.00	2,069,030.97 2,084,030.97	2,068,820.00 2,083,820.00
369604BE2 GENERAL ELECTRIC CO CORP	2,000,000.00	10/09/2015 10/09/2015	0.379 0.455	6,705.56	2,010,358.24 2,017,063.79	2,008,720.00 2,015,425.56
931142CX9 WAL-MART STORES INC CORP	1,000,000.00	10/25/2015 10/25/2015	0.38 0.342	5,250.00	1,012,811.34 1,018,061.34	1,013,310.00 1,018,560.00
191216AP5 COCA-COLA CO/THE CORP	1,000,000.00	11/15/2015 11/15/2015	0.376 0.488	4,416.67	1,013,491.54 1,017,908.21	1,012,170.00 1,016,586.67
36962G6M1 GENERAL ELEC CAP CORP CORP	1,000,000.00	12/11/2015 12/11/2015	0.494 0.456	2,222.22	1,006,424.02 1,008,646.24	1,006,940.00 1,009,162.22
36962G6M1 GENERAL ELEC CAP CORP CORP	1,000,000.00	12/11/2015 12/11/2015	0.473 0.456	2,222.22	1,006,697.28 1,008,919.50	1,006,940.00 1,009,162.22
78008K5V1 ROYAL BANK OF CANADA CORP	1,000,000.00	04/19/2016 04/19/2016	0.686 0.596	10,541.67	1,035,439.36 1,045,981.02	1,037,040.00 1,047,581.67
037833AH3 APPLE INC CORP	1,700,000.00	05/03/2016 05/03/2016	0.503 0.545	2,507.50	1,698,504.78 1,701,012.28	1,697,297.00 1,699,804.50
037833AH3 APPLE INC CORP	1,250,000.00	05/03/2016 05/03/2016	0.526 0.545	1,843.75	1,248,423.44 1,250,267.19	1,248,012.50 1,249,856.25

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89114QAB4 TORONTO-DOMINION BANK CORP	2,000,000.00	07/14/2016 07/14/2016	0.704 0.722	6,527.78	2,066,482.61 2,073,010.38	2,066,020.00 2,072,547.78
78008TLB8 ROYAL BANK OF CANADA CORP	2,000,000.00	07/20/2016 07/20/2016	0.74 0.74	5,238.89	2,058,235.19 2,063,474.08	2,058,400.00 2,063,638.89
459200GX3 IBM CORP CORP	1,000,000.00	07/22/2016 07/22/2016	0.673 0.679	2,112.50	1,023,913.63 1,026,026.13	1,023,890.00 1,026,002.50
084664BX8 BERKSHIRE HATHAWAY FIN CORP	1,000,000.00	08/15/2016 08/15/2016	0.657 0.603	422.22	1,005,679.18 1,006,101.40	1,006,740.00 1,007,162.22
191216AU4 COCA-COLA CO/THE CORP	2,000,000.00	09/01/2016 09/01/2016	0.711 0.618	18,000.00	2,043,175.76 2,061,175.76	2,047,000.00 2,065,000.00
78010UBY2 ROYAL BANK OF CANADA CORP	1,000,000.00	09/09/2016 09/09/2016	0.817 0.804	6,927.78	1,012,668.15 1,019,595.93	1,012,940.00 1,019,867.78
822582AZ5 SHELL INTERNATIONAL FIN CORP	2,000,000.00	11/15/2016 11/15/2016	0.811 0.792	5,300.00	2,003,870.67 2,009,170.67	2,004,720.00 2,010,020.00
084664CA7 BERKSHIRE HATHAWAY FIN CORP	788,000.00	01/10/2017 01/10/2017	0.371 0.313	428.23	788,233.88 788,662.10	789,300.20 789,728.43
78010UNY9 ROYAL BANK OF CANADA CORP	1,500,000.00	01/23/2017 01/23/2017	0.54 0.462	938.50	1,501,146.61 1,502,085.11	1,503,930.00 1,504,868.50
084670BD9 BERKSHIRE HATHAWAY INC CORP	1,000,000.00	01/31/2017 01/31/2017	0.871 0.983	1,636.11	1,024,513.08 1,026,149.19	1,021,850.00 1,023,486.11
30231GAA0 EXXON MOBIL CORPORATION CORP	1,000,000.00	03/15/2017 03/15/2017	0.921 0.899	4,118.92	1,000,000.00 1,004,118.92	1,000,550.00 1,004,668.92
89114QAQ1 TORONTO-DOMINION BANK CORP	1,250,000.00	05/02/2017 05/02/2017	1.236 1.193	4,648.44	1,246,368.41 1,251,016.85	1,247,750.00 1,252,398.44
084664BS9 BERKSHIRE HATHAWAY FIN CORP	1,000,000.00	05/15/2017 05/15/2017	1.024 1.106	4,711.11	1,015,312.50 1,020,023.61	1,013,150.00 1,017,861.11
084664BS9 BERKSHIRE HATHAWAY FIN CORP	1,000,000.00	05/15/2017 05/15/2017	1.12 1.106	4,711.11	1,012,743.61 1,017,454.72	1,013,150.00 1,017,861.11
961214CH4 WESTPAC BANKING CORP CORP	1,000,000.00	05/19/2017 05/19/2017	1.236 1.189	3,333.33	999,046.52 1,002,379.85	1,000,290.00 1,003,623.33
05253JAF8 AUST & NZ BANKING GRP NY CORP	2,000,000.00	06/13/2017 06/13/2017	1.256 1.214	5,416.67	1,999,665.82 2,005,082.49	2,001,960.00 2,007,376.67
961214BV4 WESTPAC BANKING CORP CORP	1,000,000.00	08/14/2017 08/14/2017	1.316 1.291	944.44	1,019,738.80 1,020,683.24	1,020,480.00 1,021,424.44
478160AQ7 JOHNSON & JOHNSON CORP	2,000,000.00	08/15/2017 08/15/2017	1.066 1.049	4,933.33	2,260,084.56 2,265,017.89	2,261,520.00 2,266,453.33
822582AR3 SHELL INTERNATIONAL FIN CORP	2,000,000.00	08/21/2017 08/21/2017	1.25 1.169	625.00	1,992,760.74 1,993,385.74	1,997,460.00 1,998,085.00
459200GJ4 IBM CORP CORP	2,000,000.00	09/14/2017 09/14/2017	1.30 1.278	52,883.33	2,261,058.26 2,313,941.59	2,262,740.00 2,315,623.33
89233P6S0 TOYOTA MOTOR CREDIT CORP CORP	2,000,000.00	10/05/2017 10/05/2017	1.332 1.319	10,138.89	1,995,024.78 2,005,163.67	1,995,840.00 2,005,978.89

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369604BC6 GENERAL ELECTRIC CO CORP	1,000,000.00	12/06/2017 12/06/2017	1.43 1.441	12,395.83	1,121,318.48 1,133,714.32	1,121,110.00 1,133,505.83
89114QAH1 TORONTO-DOMINION BANK CORP	2,000,000.00	04/30/2018 04/30/2018	0.605 0.566	1,441.18	2,013,971.37 2,015,412.56	2,016,800.00 2,018,241.18
594918AS3 MICROSOFT CORP CORP	1,000,000.00	05/01/2018 05/01/2018	1.45 1.372	3,333.33	983,994.57 987,327.91	986,720.00 990,053.33
084664BY6 BERKSHIRE HATHAWAY FIN CORP	1,000,000.00	08/15/2018 08/15/2018	1.632 1.694	888.89	1,014,037.69 1,014,926.58	1,011,660.00 1,012,548.89
--- --- CORP	**47,488,000.00**	**12/25/2016 12/25/2016**	**0.861 0.849**	**212,765.40**	**48,564,225.83 48,776,991.23**	**48,585,219.70 48,797,985.10**

US GOV

Identifier, Description, Security Type	Current Units	Effective Maturity, Final Maturity	Book Yield, Yield	Accrued Balance	Book Value, Book Value + Accrued	Market Value, Market Value + Accrued
912828VY3 US TREASURY N/B US GOV	1,500,000.00	09/30/2015 09/30/2015	0.252 0.142	1,577.87	1,499,961.31 1,501,539.18	1,501,755.00 1,503,332.87
912828WB2 US TREASURY N/B US GOV	1,200,000.00	10/31/2015 10/31/2015	0.213 0.173	1,010.87	1,200,510.84 1,201,521.71	1,201,080.00 1,202,090.87
912828TX8 US TREASURY N/B US GOV	2,000,000.00	11/15/2015 11/15/2015	0.229 0.194	2,221.47	2,003,510.35 2,005,731.82	2,004,380.00 2,006,601.47
912828A26 US TREASURY N/B US GOV	430,000.00	11/30/2015 11/30/2015	0.214 0.20	273.16	430,190.32 430,463.47	430,270.90 430,544.06
912828A26 US TREASURY N/B US GOV	250,000.00	11/30/2015 11/30/2015	0.297 0.20	158.81	249,853.55 250,012.36	250,157.50 250,316.31
912828A67 US TREASURY N/B US GOV	3,000,000.00	12/31/2015 12/31/2015	0.271 0.221	1,283.97	2,999,157.36 3,000,441.33	3,001,170.00 3,002,453.97
912828B41 US TREASURY N/B US GOV	1,000,000.00	01/31/2016 01/31/2016	0.309 0.262	326.09	1,000,925.62 1,001,251.70	1,001,600.00 1,001,926.09
912828UM0 US TREASURY N/B US GOV	2,000,000.00	02/15/2016 02/15/2016	0.368 0.295	346.47	2,000,205.97 2,000,552.43	2,002,340.00 2,002,686.47
912828C40 US TREASURY N/B US GOV	2,000,000.00	03/31/2016 03/31/2016	0.389 0.338	3,155.74	1,999,566.18 2,002,721.92	2,001,180.00 2,004,335.74
912828UW8 US TREASURY N/B US GOV	1,000,000.00	04/15/2016 04/15/2016	0.363 0.354	949.45	998,172.03 999,121.48	998,320.00 999,269.45
912828C81 US TREASURY N/B US GOV	3,000,000.00	04/30/2016 04/30/2016	0.416 0.368	3,790.76	2,997,946.85 3,001,737.62	3,000,360.00 3,004,150.76
912828WM8 US TREASURY N/B US GOV	2,000,000.00	05/31/2016 05/31/2016	0.487 0.402	1,905.74	1,996,120.16 1,998,025.90	1,999,060.00 2,000,965.74
912828VG2 US TREASURY N/B US GOV	1,500,000.00	06/15/2016 06/15/2016	0.461 0.425	1,598.36	1,501,031.98 1,502,630.34	1,501,995.00 1,503,593.36
912828WQ9 US TREASURY N/B US GOV	2,000,000.00	06/30/2016 06/30/2016	0.486 0.434	1,711.96	2,000,502.29 2,002,214.25	2,002,420.00 2,004,131.96

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912828VL1 US TREASURY N/B US GOV	2,000,000.00	07/15/2016 07/15/2016	0.572 0.461	1,630.43	2,001,983.57 2,003,614.00	2,006,100.00 2,007,730.43
912828VR8 US TREASURY N/B US GOV	2,000,000.00	08/15/2016 08/15/2016	0.547 0.499	577.45	2,003,014.72 2,003,592.16	2,004,920.00 2,005,497.45
912828VW7 US TREASURY N/B US GOV	2,200,000.00	09/15/2016 09/15/2016	0.60 0.54	8,892.66	2,212,228.56 2,221,121.22	2,214,960.00 2,223,852.66
912828WA4 US TREASURY N/B US GOV	1,500,000.00	10/15/2016 10/15/2016	0.616 0.58	3,560.45	1,500,281.15 1,503,841.61	1,501,410.00 1,504,970.45
912828RX0 US TREASURY N/B US GOV	1,000,000.00	12/31/2016 12/31/2016	0.728 0.679	1,497.96	1,003,377.98 1,004,875.94	1,004,530.00 1,006,027.96
912828SC5 US TREASURY N/B US GOV	1,500,000.00	01/31/2017 01/31/2017	0.689 0.705	1,141.30	1,506,647.78 1,507,789.08	1,506,090.00 1,507,231.30
912828C73 US TREASURY N/B US GOV	3,000,000.00	04/15/2017 04/15/2017	0.855 0.79	9,969.26	3,001,563.00 3,011,532.27	3,006,570.00 3,016,539.26
912828SS0 US TREASURY N/B US GOV	1,000,000.00	04/30/2017 04/30/2017	0.962 0.827	2,948.37	997,722.77 1,000,671.14	1,001,250.00 1,004,198.37
912828WH9 US TREASURY N/B US GOV	2,750,000.00	05/15/2017 05/15/2017	0.813 0.837	7,127.21	2,754,561.90 2,761,689.11	2,752,805.00 2,759,932.21
912828WP1 US TREASURY N/B US GOV	2,000,000.00	06/15/2017 06/15/2017	0.919 0.869	3,729.51	1,997,564.02 2,001,293.52	2,000,320.00 2,004,049.51
--- US TREASURY N/B US GOV	**41,830,000.00**	**07/22/2016 07/22/2016**	**0.526 0.475**	**61,385.31**	**41,856,600.26 41,917,985.57**	**41,895,043.40 41,956,428.71**

AGCY BOND

Identifier, Description, Security Type	Current Units	Effective Maturity, Final Maturity	Book Yield, Yield	Accrued Balance	Book Value, Book Value + Accrued	Market Value, Market Value + Accrued
3133EDES7 FEDERAL FARM CREDIT BANK AGCY BOND	1,000,000.00	06/10/2015 06/10/2015	0.21 0.157	517.50	1,000,154.42 1,000,671.92	1,000,570.00 1,001,087.50
313383V81 FEDERAL HOME LOAN BANK AGCY BOND	2,000,000.00	08/28/2015 08/28/2015	0.247 0.19	62.50	2,002,525.18 2,002,587.68	2,003,680.00 2,003,742.50
3134G4S33 FREDDIE MAC AGCY BOND	1,550,000.00	01/15/2016 01/15/2016	0.40 0.463	792.22	1,550,000.00 1,550,792.22	1,548,667.00 1,549,459.22
313375RN9 FEDERAL HOME LOAN BANK AGCY BOND	3,000,000.00	03/11/2016 03/11/2016	0.419 0.515	14,166.67	3,026,490.20 3,040,656.87	3,022,170.00 3,036,336.67
3135G0VA8 FANNIE MAE AGCY BOND	2,000,000.00	03/30/2016 03/30/2016	0.424 0.412	4,194.44	2,002,386.47 2,006,580.91	2,002,760.00 2,006,954.44
3130A22P0 FEDERAL HOME LOAN BANK AGCY BOND	3,000,000.00	06/06/2016 06/06/2016	0.51 0.532	2,833.33	2,994,229.73 2,997,063.07	2,993,070.00 2,995,903.33
31359MEL3 FANNIE MAE AGCY BOND	2,000,000.00	06/01/2017 06/01/2017	1.047 1.066	0.00	1,943,405.57 1,943,405.57	1,942,320.00 1,942,320.00
3136G1UP2 FANNIE MAE AGCY BOND	1,000,000.00	09/19/2014 09/19/2017	0.502 0.391	7,200.00	1,000,537.87 1,007,737.87	1,000,670.00 1,007,870.00

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Identifier, Description, Security Type	*Current Units*	*Effective Maturity, Final Maturity*	*Book Yield, Yield*	*Accrued Balance*	*Book Value, Book Value + Accrued*	*Market Value, Market Value + Accrued*
3135G0PP2 FANNIE MAE AGCY BOND	2,000,000.00	09/20/2017 09/20/2017	1.139 1.143	8,944.44	1,991,676.40 2,000,620.84	1,991,400.00 2,000,344.44
--- --- AGCY BOND	**17,550,000.00**	**05/06/2016 07/08/2016**	**0.558 0.569**	**38,711.11**	**17,511,405.84 17,550,116.95**	**17,505,307.00 17,544,018.11**

CP

Identifier, Description, Security Type	*Current Units*	*Effective Maturity, Final Maturity*	*Book Yield, Yield*	*Accrued Balance*	*Book Value, Book Value + Accrued*	*Market Value, Market Value + Accrued*
2284K1J38 Crown Point Capital Company, LLC CP	3,000,000.00	09/03/2014 09/03/2014	0.20 0.20	0.00	2,999,966.67 2,999,966.67	2,999,966.67 2,999,966.67
45779QK39 INSTITUTIONAL SECURED FUNDING (JERSEY) LTD CP	3,000,000.00	10/03/2014 10/03/2014	0.34 0.34	0.00	2,999,093.33 2,999,093.33	2,999,093.33 2,999,093.33
9612C1N29 Westpac Banking Corporation CP	2,000,000.00	01/02/2015 01/02/2015	0.23 0.23	0.00	1,998,428.33 1,998,428.33	1,998,428.33 1,998,428.33
07644BRE4 Bedford Row Funding Corp. CP	3,000,000.00	04/14/2015 04/14/2015	0.26 0.26	0.00	2,995,125.00 2,995,125.00	2,995,125.00 2,995,125.00
85324URU9 Standard Chartered Bank CP	3,000,000.00	04/28/2015 04/28/2015	0.371 0.371	0.00	2,992,630.83 2,992,630.83	2,992,630.83 2,992,630.83
--- --- CP	**14,000,000.00**	**01/03/2015 01/03/2015**	**0.284 0.284**	**0.00**	**13,985,244.17 13,985,244.17**	**13,985,244.17 13,985,244.17**

ABS

Identifier, Description, Security Type	*Current Units*	*Effective Maturity, Final Maturity*	*Book Yield, Yield*	*Accrued Balance*	*Book Value, Book Value + Accrued*	*Market Value, Market Value + Accrued*
34530KAA1 FORDO 2014-B A2 ABS	1,000,000.00	07/12/2015 03/15/2017	0.471 0.473	208.89	999,965.51 1,000,174.40	1,000,176.00 1,000,384.89
34529UAD6 FORDO 2012-A A4 ABS	1,284,000.00	08/15/2015 06/15/2017	0.552 0.408	656.27	1,291,335.13 1,291,991.39	1,292,408.92 1,293,065.18
80283WAB5 SDART 2014-2 A2A ABS	995,000.00	06/05/2015 08/15/2017	0.548 0.512	238.80	994,946.99 995,185.79	995,218.90 995,457.70
161571FL3 CHAIT 2012-A5 A5 ABS	2,000,000.00	08/15/2015 08/15/2017	0.451 0.471	524.44	2,002,662.12 2,003,186.56	2,002,292.00 2,002,816.44
161571FR0 CHAIT 2012-A8 A8 ABS	1,600,000.00	10/15/2015 10/16/2017	0.50 0.504	384.00	1,600,725.79 1,601,109.79	1,600,657.60 1,601,041.60
17305ECX1 CCCIT 2005-A9 A9 ABS	1,000,000.00	11/20/2015 11/20/2017	0.546 0.606	14,308.33	1,055,270.03 1,069,578.36	1,054,750.00 1,069,058.33
80283HAC6 SDART 2013-4 A3 ABS	1,000,000.00	06/04/2015 12/15/2017	0.569 0.465	493.33	1,004,105.10 1,004,598.43	1,004,621.00 1,005,114.33
43814GAC4 HAROT 2014-2 A3 ABS	1,000,000.00	07/01/2016 03/19/2018	0.777 ---	278.06	999,895.58 1,000,173.64	999,825.00 1,000,103.06
43813UAD2 HAROT 2012-1 A4 ABS	1,000,000.00	05/14/2015 04/16/2018	0.446 0.606	431.11	1,003,684.08 1,004,115.19	1,003,734.00 1,004,165.11

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Identifier, Description, Security Type	*Current Units*	*Effective Maturity, Final Maturity*	*Book Yield, Yield*	*Accrued Balance*	*Book Value, Book Value + Accrued*	*Market Value, Market Value + Accrued*
17305EFC4 CCCIT 2013-A3 A3 ABS	1,000,000.00	07/22/2016 07/23/2018	0.794 0.84	1,202.50	1,005,910.66 1,007,113.16	1,005,069.00 1,006,271.50
14041NEK3 COMET 2013-A1 A1 ABS	2,000,000.00	01/14/2016 11/15/2018	0.61 0.71	560.00	2,000,571.35 2,001,131.35	1,997,836.00 1,998,396.00
--- --- ABS	**13,879,000.00**	**10/18/2015 12/23/2017**	**0.56 0.559**	**19,285.73**	**13,959,072.35 13,978,358.08**	**13,956,588.42 13,975,874.15**

MUNI

Identifier, Description, Security Type	*Current Units*	*Effective Maturity, Final Maturity*	*Book Yield, Yield*	*Accrued Balance*	*Book Value, Book Value + Accrued*	*Market Value, Market Value + Accrued*
20772JWS7 CONNECTICUT ST-A-TXBL MUNI	1,500,000.00	09/01/2015 09/01/2015	0.25 0.379	31.25	1,500,000.00 1,500,031.25	1,498,065.00 1,498,096.25
373384T48 GEORGIA ST-B-TXBL MUNI	2,000,000.00	02/01/2017 02/01/2017	0.98 0.93	2,776.67	2,000,000.00 2,002,776.67	2,002,380.00 2,005,156.67
64990ENK9 NY DORM AUTH-B-TXBL MUNI	1,000,000.00	02/15/2017 02/15/2017	0.947 1.009	372.00	997,334.72 997,706.72	995,830.00 996,202.00
574193JA7 MARYLAND ST-B-TXBL MUNI	1,500,000.00	03/01/2017 03/01/2017	0.70 0.894	4,754.17	1,500,000.00 1,504,754.17	1,492,815.00 1,497,569.17
650035J41 NY URBAN DEV-F-TXBL MUNI	750,000.00	03/15/2017 03/15/2017	1.07 1.061	3,458.33	748,681.09 752,139.42	748,860.00 752,318.33
303891YE9 FAIRFAX CO WTR-B-TXBL MUNI	1,500,000.00	04/01/2017 04/01/2017	1.07 0.791	6,343.75	1,497,897.20 1,504,240.95	1,508,580.00 1,514,923.75
--- --- MUNI	**8,250,000.00**	**11/20/2016 11/20/2016**	**0.818 0.82**	**17,736.17**	**8,243,913.01 8,261,649.17**	**8,246,530.00 8,264,266.17**

FNMA

Identifier, Description, Security Type	*Current Units*	*Effective Maturity, Final Maturity*	*Book Yield, Yield*	*Accrued Balance*	*Book Value, Book Value + Accrued*	*Market Value, Market Value + Accrued*
3136AJDN3 FNA 2014-M2 ASQ2 FNMA	1,668,485.32	08/01/2015 09/25/2015	0.457 0.356	664.61	1,668,288.95 1,668,953.57	1,669,830.12 1,670,494.73
3136AJKZ8 FNA 2014-M3 ASQ2 FNMA	2,000,000.00	12/05/2015 03/25/2016	0.558 0.537	930.00	1,999,988.64 2,000,918.64	1,999,790.00 2,000,720.00
31381PBX5 FN 466354 FNMA	1,453,409.94	05/30/2017 06/01/2017	1.119 1.236	3,316.60	1,511,935.67 1,515,252.27	1,508,014.55 1,511,331.15
31381TCE8 FN 469969 FNMA	953,628.29	10/18/2018 12/01/2018	1.766 1.749	2,102.22	982,788.22 984,890.44	984,478.17 986,580.39
--- --- FNMA	**6,075,523.55**	**08/27/2016 10/25/2016**	**0.861 0.853**	**7,013.43**	**6,163,001.48 6,170,014.92**	**6,162,112.84 6,169,126.27**

FHLMC CMO

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Identifier, Description, Security Type	Current Units	Effective Maturity, Final Maturity	Book Yield, Yield	Accrued Balance	Book Value, Book Value + Accrued	Market Value, Market Value + Accrued
3137B03W2 FHMS K502 A2 FHLMC CMO	1,000,000.00	03/27/2017 08/25/2017	1.199 1.154	1,188.33	1,006,491.97 1,007,680.30	1,006,019.00 1,007,207.33
3137AEV77 FHMS K703 A2 FHLMC CMO	1,000,000.00	04/25/2018 05/25/2018	1.617 1.541	2,249.17	1,036,710.92 1,038,960.09	1,039,509.00 1,041,758.17
--- --- FHLMC CMO	**2,000,000.00**	**10/13/2017 01/11/2018**	**1.412 1.351**	**3,437.50**	**2,043,202.89 2,046,640.39**	**2,045,528.00 2,048,965.50**

INTL GOV

Identifier, Description, Security Type	Current Units	Effective Maturity, Final Maturity	Book Yield, Yield	Accrued Balance	Book Value, Book Value + Accrued	Market Value, Market Value + Accrued
459058DS9 INTL BK RECON & DEVELOP INTL GOV	1,500,000.00	10/14/2016 10/14/2016	0.69 0.63	1,718.75	1,497,956.56 1,499,675.31	1,499,835.00 1,501,553.75
459058DS9 INTL BK RECON & DEVELOP INTL GOV	**1,500,000.00**	**10/14/2016 10/14/2016**	**0.69 0.63**	**1,718.75**	**1,497,956.56 1,499,675.31**	**1,499,835.00 1,501,553.75**

MMFUND

Identifier, Description, Security Type	Current Units	Effective Maturity, Final Maturity	Book Yield, Yield	Accrued Balance	Book Value, Book Value + Accrued	Market Value, Market Value + Accrued
60934N104 FEDERATED GOVT OBLI FD-IS MMFUND	0.00	08/31/2014 08/31/2014	0.00 0.01	0.00	0.00 0.00	0.00 0.00
316175108 FIDELITY GOVERNMENT PORT-I MMFUND	155,074.65	08/31/2014 08/31/2014	0.01 0.01	0.00	155,074.65 155,074.65	155,074.65 155,074.65
--- --- MMFUND	**155,074.65**	**08/31/2014 08/31/2014**	**0.01 0.01**	**0.00**	**155,074.65 155,074.65**	**155,074.65 155,074.65**

CASH

Identifier, Description, Security Type	Current Units	Effective Maturity, Final Maturity	Book Yield, Yield	Accrued Balance	Book Value, Book Value + Accrued	Market Value, Market Value + Accrued
CCYUSD Cash CASH	-0.00	08/31/2014 08/31/2014	0.00 0.00	0.00	-0.00 -0.00	-0.00 -0.00
CCYUSD Cash CASH	**-0.00**	**08/31/2014 08/31/2014**	**0.00 0.00**	**0.00**	**-0.00 -0.00**	**-0.00 -0.00**

Summary

Identifier, Description, Security Type	Current Units	Effective Maturity, Final Maturity	Book Yield, Yield	Accrued Balance	Book Value, Book Value + Accrued	Market Value, Market Value + Accrued
--- --- ---	**152,727,598.20**	**06/30/2016 09/21/2016**	**0.658 0.641**	**362,053.41**	**153,979,697.03 154,341,750.44**	**154,036,483.17 154,398,536.57**

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* Grouped By: Security Type. * Groups Sorted By: Market Value + Accrued. * Filtered By: Description ≠ "Payable" and Description ≠ "Receivable". * Weighted By: Market Value + Accrued.

Appendix G

Economic Update

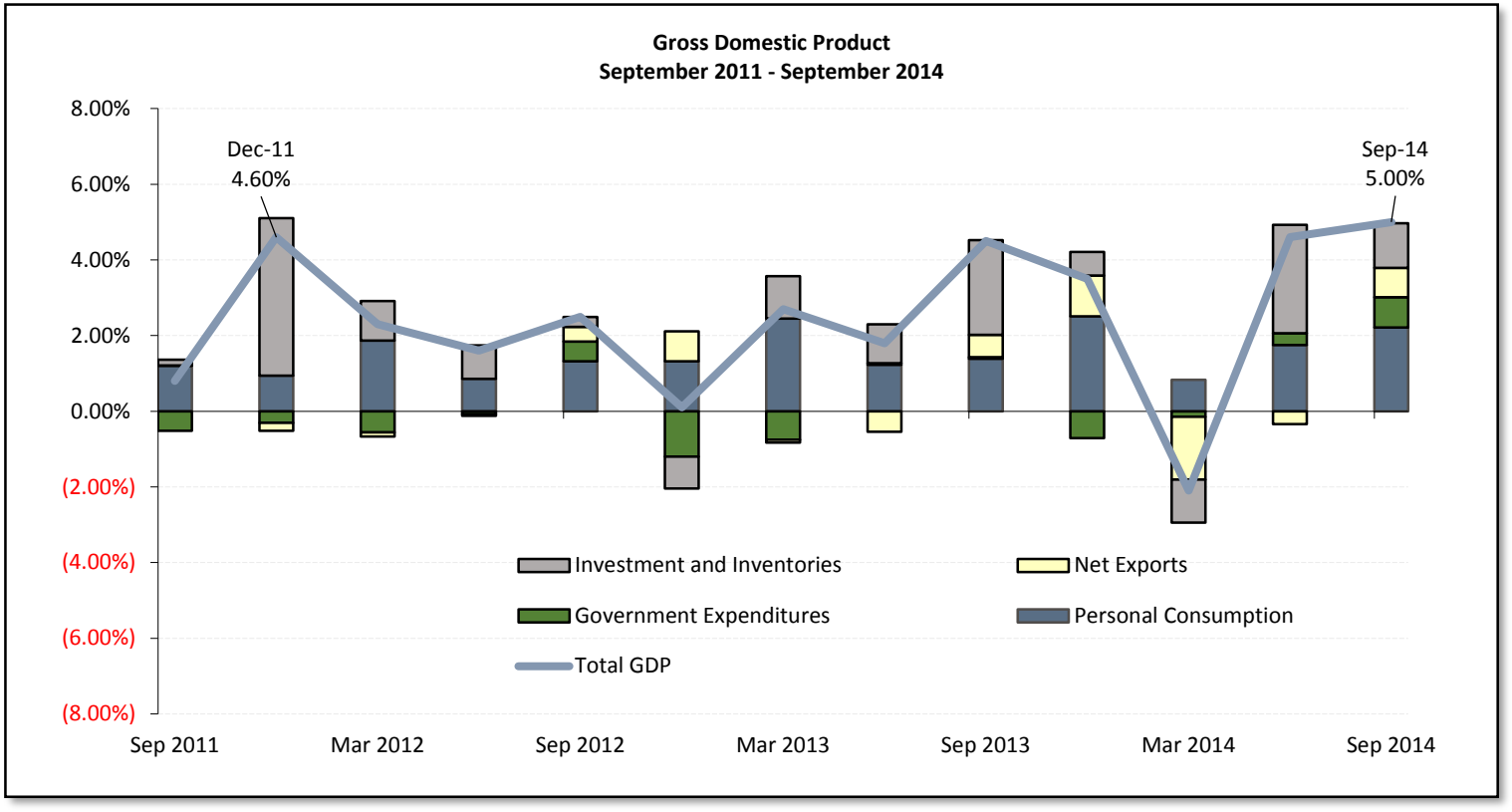
January 2015

Economic Update

Public Trust Advisors 2014 ©

Third Quarter 2014 GDP

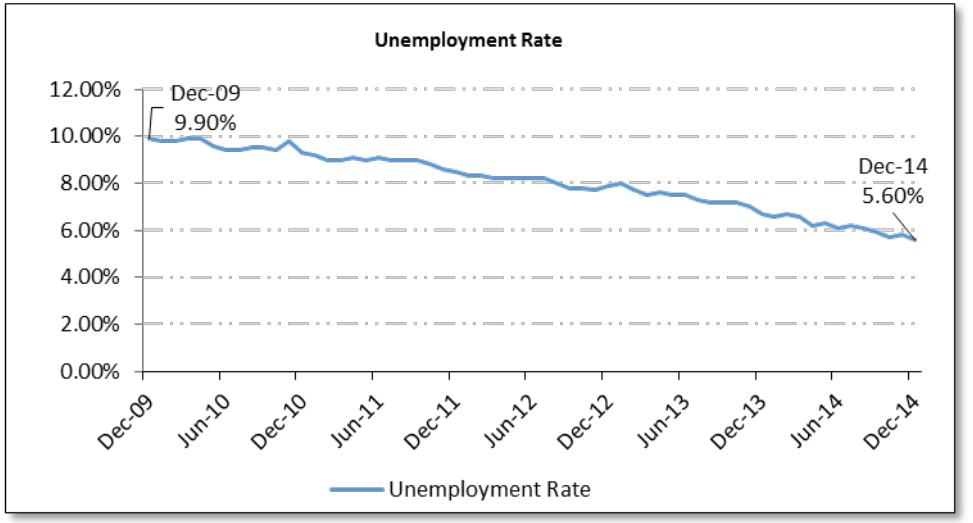
- The economy rebounded during the 2nd half of 2014 with 4.60% and 5.00% annualized growth rates in the 2nd and 3rd quarters, respectively. This was the largest quarterly growth in more than a decade.
- In what may be a good sign for 2015's economic growth, the largest contributors to GDP in the recent quarters has been personal consumption and business commitment to investment and inventories.



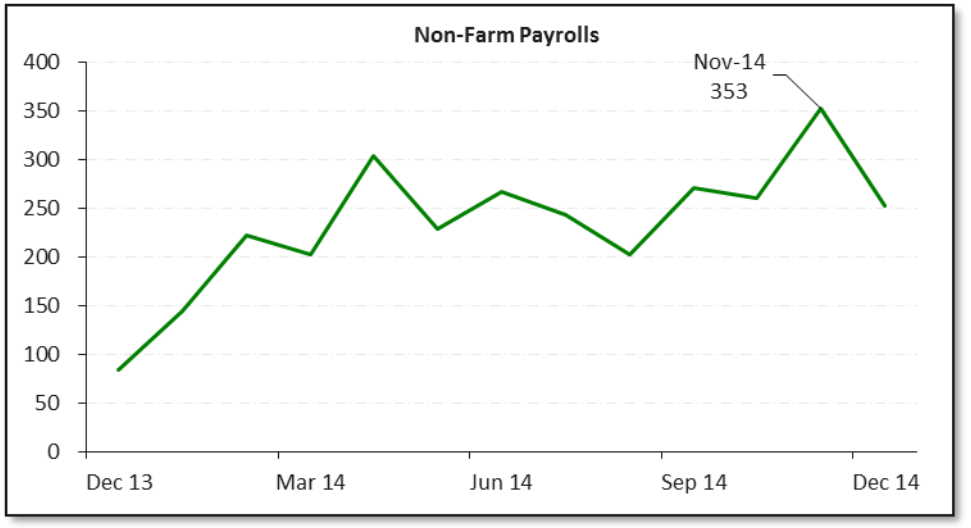
Source: Bloomberg – The charts above represent Bank of America Merrill Lynch index data available from Bloomberg and are intended for informational purposes only and not a recommendation. Past performance is not indicative of future performance.

Employment and the Labor Force

- Unemployment (U3) continued to decline throughout 2014.
- Marginal (U6) unemployment also declined during the year ending at 11.20%, a decrease from a high of 17.10% in April 2010.
- The Labor Force Participate Rate also continued to decline during the year posting a rate of 62.7% in December, the lowest level since December 1977.



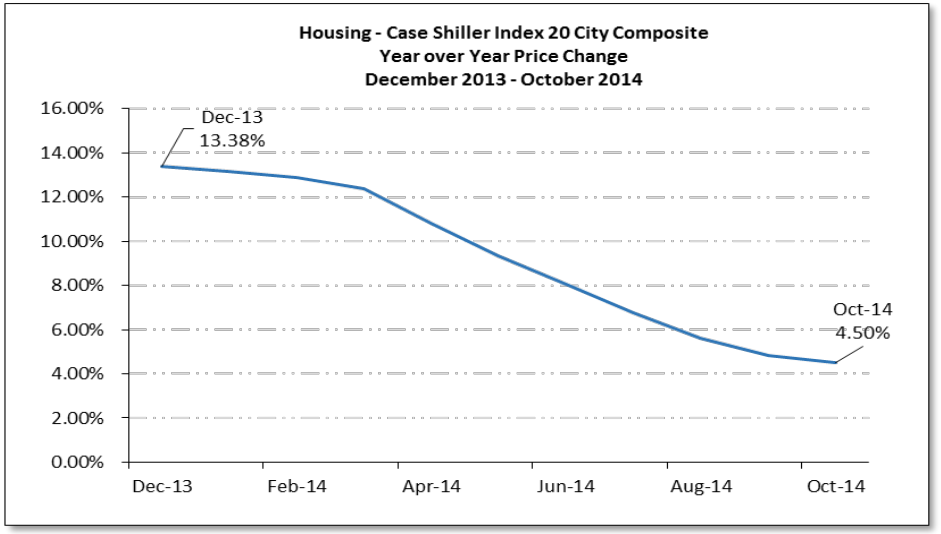
- Non-farm payrolls added 2.95 million jobs during 2014.
- Personal Income growth, which tracks all income received by households, was positive throughout 2014. The most recent data, November 2014 indicated a 4.2% growth year over year.
- Average Hourly Earnings grew at a rate of just 2.0% for 2014.



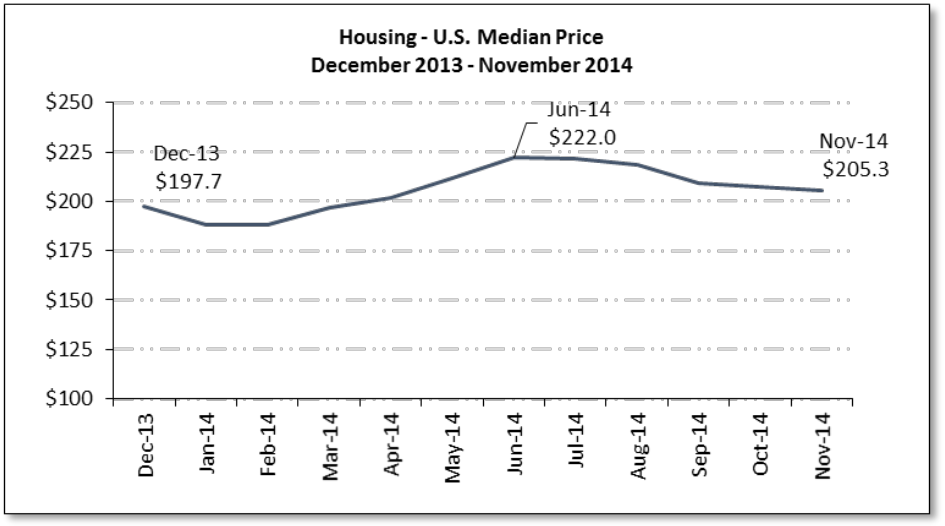
Source: Bloomberg – The charts above represent Bank of America Merrill Lynch index data available from Bloomberg and are intended for informational purposes only and not a recommendation. Past performance is not indicative of future performance.

Housing

- The Case Shiller Index illustrated slowing growth in 2014, following double digit growth throughout 2013.
- New and existing housing sales totaled 5.3 million on an annualized basis as of November, matching the average for 2014.
- New home starts decreased slightly to annualized basis if 1 million as of November 2014 versus 1.1 million in November 2013.



- The Median Price for housing in the US increased approximately 10% during the first half of the year and then retreated to slightly above December 2013 price levels.



Source: Bloomberg – The charts above represent Bank of America Merrill Lynch index data available from Bloomberg and are intended for informational purposes only and not a recommendation. Past performance is not indicative of future performance.

FOMC DOT PLOT December 2014

Bloomberg

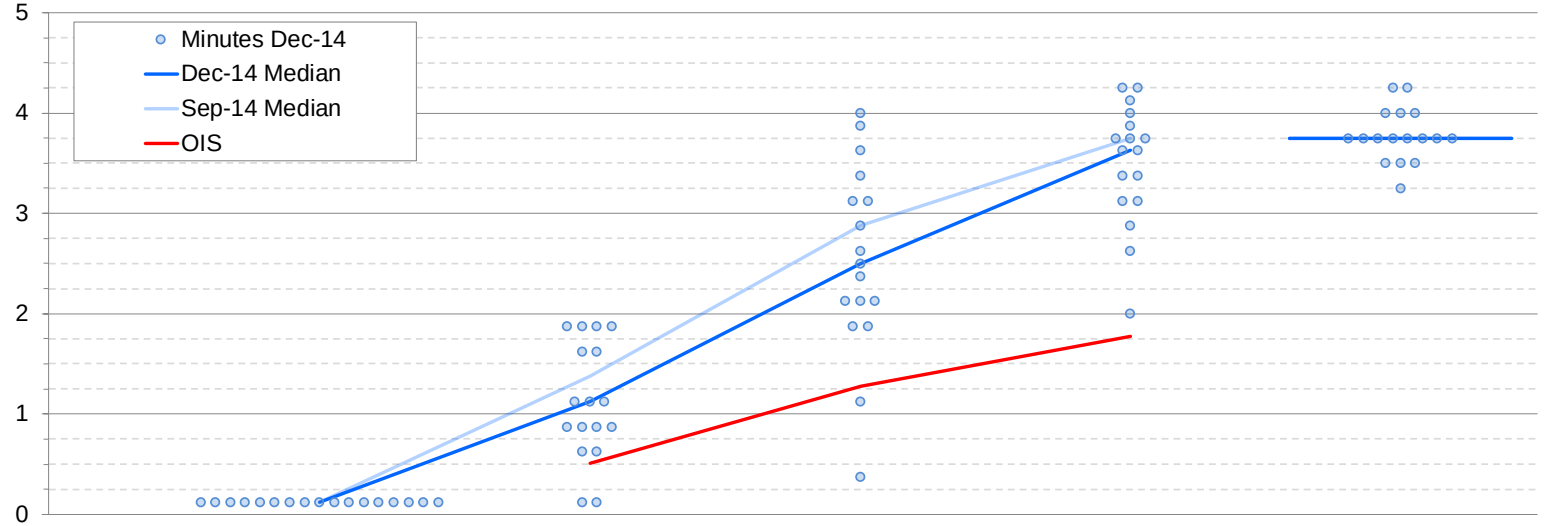
FOMC DOT PLOT

FOMC Meeting:	Dec-14
Historical Comp:	Sep-14
Central Measure:	Median
Futures Data Date:	1/12/2015
Market Curve for Comparison	OIS

Target federal funds rate at year-end
As reported in FOMC minutes published: Dec-14

The latest economic projections were released on 12/17/2014.
The next projections will be released on 3/18/2015

FED<Go>
FOMC Minutes
FOMC Calendar

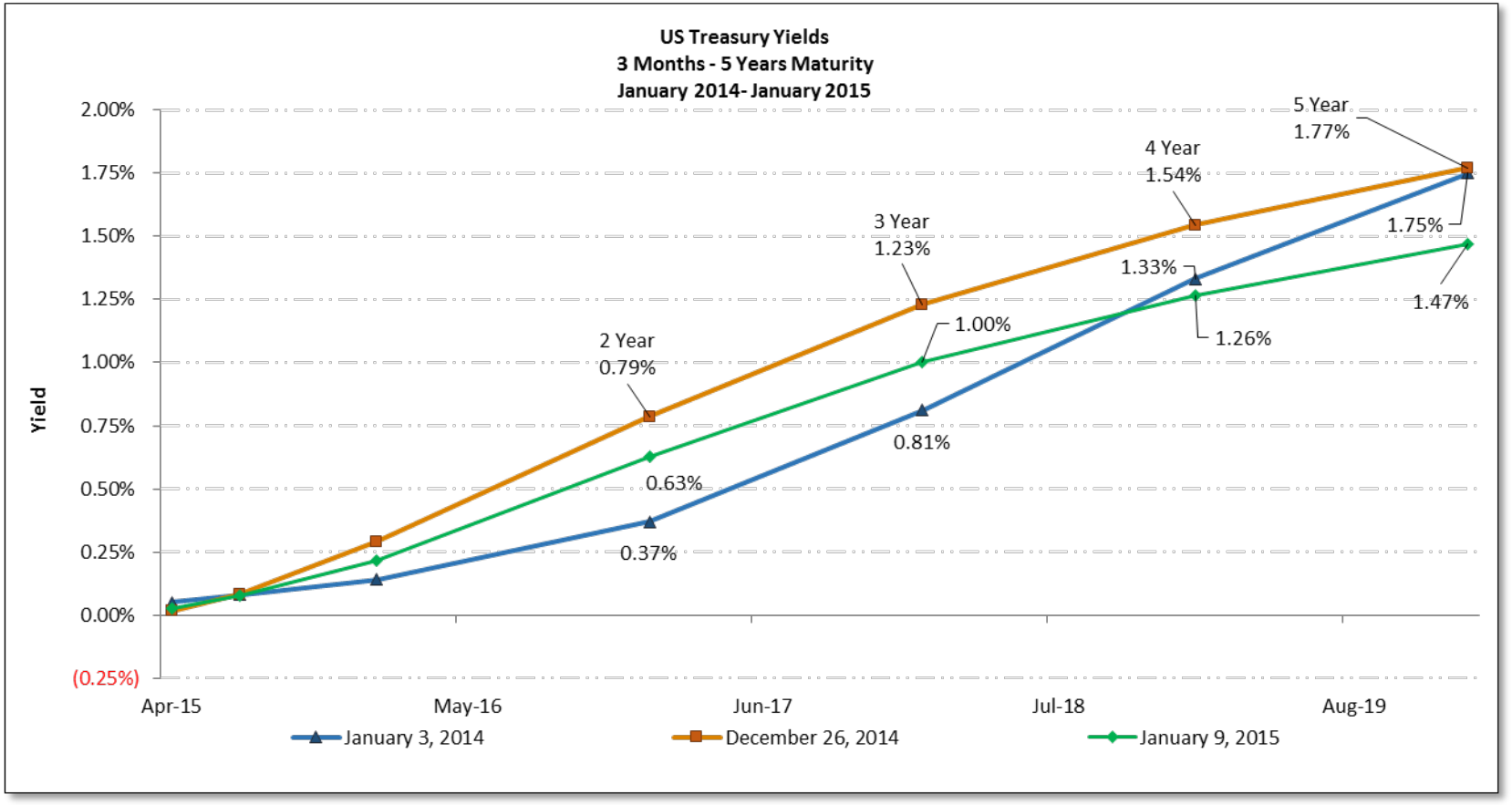


	2014	2015	2016	2017	Longer Term
Dec-14 Median	0.125	1.125	2.5	3.625	3.75
Sep-14 Median	0.125	1.375	2.875	3.75	3.75
OIS		0.511	1.275	1.774	

Source: cmegroup.com

Yield Curve Analysis January 2014 – December 2014

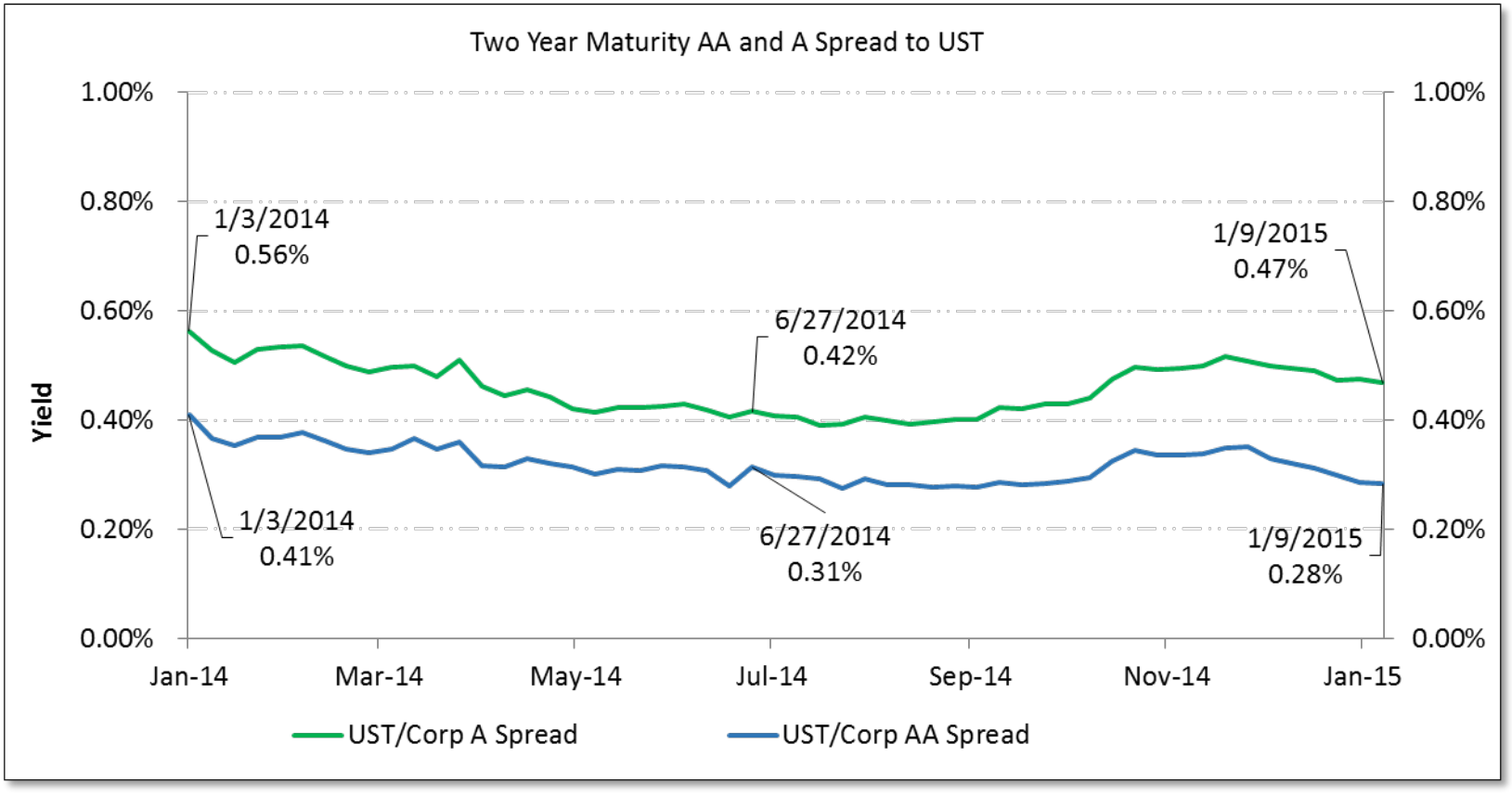
- The yield curve experienced a bear flattener during the first nine months of 2014 with yields increasing for maturities under four years and longer term yields declining since January.



Source: Bloomberg – The charts above represent Bank of America Merrill Lynch index data available from Bloomberg and are intended for informational purposes only and not a recommendation. Past performance is not indicative of future performance.

Yield Curve Analysis – January 31, 2014 – October 17, 2014

- Credit yield spreads for investment grade securities have remained at historically narrow levels for several months. Market reaction to recent events have pushed yields lower, although there has been a slight up-tick in spread to Treasuries in recent weeks.



Source: Bloomberg – The charts above represent Bank of America Merrill Lynch index data available from Bloomberg and are intended for informational purposes only and not a recommendation. Past performance is not indicative of future performance.

Yield Curve Trends – 2 year U.S. Treasury

- The 2 year U.S. Treasury Note trended upward through the first 9 months before plummeting 30 basis points in late September to 30 basis points primarily as a result of flight to safety trades. Following the drop, the 2 year maturity yield rallied more than 44 basis points to .74% on December 23rd and ending 2014 at .67%.

Source: Bloomberg – The charts above represent index data available from Bloomberg and are intended for informational purposes only and not a recommendation. Historical performance is not indicative of future results.

Disclosures

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Past performance is not an indication of future performance.

Public Trust Advisors is an investment advisor registered with the Securities and Exchange Commission, and is required to maintain a written disclosure statement of our background and business experience. If you would like to receive a copy of our current disclosure statement, privacy policy, or code of ethics please contact Service Operations at the address below.

Public Trust Advisors
999 18th Street, Suite 1230
Denver, CO 80202

Public Trust Advisors 2014 ©

SOLICITATION NUMBER: 15-53

DESCRIPTION: INVESTMENT ADVISORY SERVICES

DUE DATE AND TIME: APRIL 29, 2015 at 12:00 PM (Local Time)

Best and Final Offers (BAFO) must be submitted via email. Please submit your response to: Connie Schneider at CSchneider@glendaleaz.com.

Best and Final Offers must be in the actual possession of Materials Management on or prior to the time and date, and at the location indicated.

BEST AND FINAL OFFEROR INFORMATION:

Chris DeBow	Public Trust Advisors, LLC
Authorized Signature	Company's Legal Name
Chris DeBow	999 18th Street, Suite 1230
Printed Name	Address
Managing Director	Denver, CO 80202
Title	City, State & Zip Code
513.252.3830	
Telephone Number	
4.29.15	chris.debow@publictrustadvisors.com
Date	E-mail Address

GLENDALE

BEST AND FINAL OFFER

The City of Glendale evaluation committee has evaluated your proposal in response to **RFP 15-53, Investment Advisory Services**. This is to inform you that based on the evaluation of the submitted offer; we have selected your company to proceed to the "Best and Final Offer" phase of the evaluation process. If a Best and Final Offer is not submitted through this request, the current offer shall be consider the Best and Final Offer.

The City of Glendale ("City") is asking that your firm provide, (no later than the date and time indicated) a response to the following request:

1. Price Sheet: Please provide your FINAL and MOST COMPETIVE response for the questions in the Price Sheet below.

PRICE SHEET

5. PRICE - Pricing shall be clearly stated in the order listed. (ONE FLAT FEE BASIS IS PREFERRED)

5.1 Identify the fee schedule that would apply to this account using the estimated investment portfolio of $200 million;

Public Trust Advisors proposes a fee of 3.49 (0.0349%) basis points on all assets under management. This would equate to an annual fee of $69,800.00 on a $200 million dollar portfolio. ($200 million multiplied by 0.000349). Minimum annual fee of $40,000.00 would apply.

5.2 Identify any expenses that would not be covered through fee structure identified above;

All services outlined in the Scope of Services for RFP 15-53 are included in the pricing proposal.

5.3 Identify any fee reductions for years 2, 3, 4, and 5 if a contract is awarded and extended by Council.

Public Trust is proposing a fee of 3.40 basis points on all assets under management after year one of the agreement. This 3.40 basis points would be for years 2, 3, 4, and 5.

We look forward to receiving your response by the time and date indicated. Please contact me if you have any questions. Discussion with other City of Glendale staff regarding this RFP is strictly prohibited.

Connie Schneider, C.P.M.
Materials Management
City of Glendale
Email: CSchneider@Glendaleaz.com
Tel: 623-930-2868

File #: 15-454, **Version:** 1

AUTHORIZATION TO ENTER INTO A MULTI-YEAR LINKING AGREEMENT WITH W.W. GRAINGER, INC., FOR THE PURCHASE OF RETAIL MAINTENANCE, REPAIR AND OPERATING COMMODITIES AND RELATED SERVICES AND EXPENDITURE OF FUNDS

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

Purpose and Recommended Action

This is a request for City Council to authorize the Acting City Manager to enter into a multi-year linking agreement with W.W. Grainger, Inc., for city-wide, multi-departmental purchasing of retail maintenance, repair, and operating commodities such as miscellaneous small tools, hardware, repair materials and other like goods and services in an amount not to exceed $150,000 citywide for each fiscal year, and to authorize the Acting City Manager to approve up to two additional one year extensions.

Background

The purpose of this request is to combine expenditure authority with Grainger into one Council request. The majority of spending with Grainger is small dollar purchases made throughout the year by multiple departments which, collectively, can exceed $50,000 per year. These purchases are made using funds budgeted by the departments for various repair and maintenance activities and are typically small items in small quantities purchased on an as-needed and when-needed by the departments. Department buyers consider price, availability, efficiency and time when making small dollar purchases.

The City of Tucson, Arizona, as a lead agency for National Intergovernmental Purchasing Alliance (NIPA), entered into contract No. 141003 on January 1, 2015 with Grainger, which was subsequently amended and extended until December 31, 2017, with the option to renew for two additional one year periods. Use of this cooperative procurement will allow the City to consolidate its purchasing power and take advantage of cooperative pricing and rebates available. By consolidating and aggregating its purchases, the City will be able to receive discounted pricing on all purchases. The discount available under the cooperative agreement can range from 10 percent to 45 percent off of catalog pricing, depending upon the item. This agreement will allow City buyers more options when making buying decisions. Nothing in this agreement makes any guarantees of purchases or constrains the actions of departmental buyers.

Analysis

Cooperative purchasing allows counties, municipalities, schools, colleges and universities in Arizona to use a contract that was competitively procured by another governmental entity or purchasing cooperative. Such purchasing helps reduce the cost of procurement, allows access to a multitude of competitively bid contracts, and provides the opportunity to take advantage of volume pricing. The Glendale City Code authorizes

cooperative purchases when the solicitation process utilized complies with the intent of Glendale's procurement processes. This cooperative purchase is compliant with Chapter 2, Article V, Division 2, Section 2 -149 of the Glendale City Code, per review by Materials Management.

Previous Related Council Action

On June 11, 2013, the City Council adopted Resolution 4686, authorizing participation in the National Intergovernmental Purchasing Alliance (NIPA), and cooperative purchases made through NIPA lead agencies.

Community Benefit/Public Involvement

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

Budget and Financial Impacts

Small purchases made by Departmental buyers utilizing this linking agreement are charged against various budgeted accounts and managed and supervised by each department head. Total spending City wide could exceed $50,000.00.

Cost	Fund-Department-Account
$150,000	**varies**

Capital Expense? No

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?

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LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
GRAINGER, INC.

THIS LINKING AGREEMENT (this "Agreement") is entered into as of this day _____ of _____, 20__ between the City of Glendale, an Arizona municipal corporation (the "City of Glendale"), and W.W. GRAINGER, INC, an Illinois corporation authorized to do business in Arizona ("Contractor"), collectively, the "Parties."

RECITALS

A. On June 11, 2013 the Glendale City Council adopted Resolution 4686, authorizing participation in the National Intergovernmental Purchasing Alliance (NIPA), and cooperative purchases made through NIPA lead agencies. The City of Tucson, Arizona, as a lead agency for NIPA, entered into Contract No. 090188 on January 1, 2010 with Grainger, which was subsequently amended and extended (the amendments, extensions and the original contract are collectively referred to as the "Grainger Contract") a copy of which is incorporated in this Agreement. Contract No. 090188, expiring December 31, 2014 will be extended and replaced with Contract No. 141003, effective January 1, 2015.

B. The City is permitted to purchase the goods and services described in the Grainger Contract without further public bidding, and the Grainger Contract permits its cooperative use by other governmental agencies, including the City of Glendale.

C. Section 2-149 of the City of Glendale's Procurement Code permits the Materials Manager to authorize procurement through the use of a contract initiated by another governmental entity when that government entity's procurement actions complied with the intent of the City's purchasing procedures in City of Glendale Code Sections 2-145 and 2-146 and such purchase is in the best interest of the City of Glendale. The City believes these conditions are met for purposes of the Cooperative Purchasing Agreement.

D. The City desires to contract with Contractor for supplies, goods or services identical, or nearly identical, to the supplies, goods or services Contractor is providing the City of Tucson, Arizona under the Grainger Contract. Contractor consents to the City's utilization of the Grainger Contract as the basis of this Linking Agreement, and Contractor desires to enter into this Agreement to provide the goods and services set forth in this Agreement.

AGREEMENT

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

1. Term of Agreement. This Agreement is effective as of the date first set forth above and expires upon thirty days' written notice by either party, or when the Grainger Contract expires, including any contract extensions, whichever occurs first.

2. Scope of Work; Terms, Conditions, and Specifications

   a) Contractor will provide City the identical (or nearly identical) supplies, goods or services Contractor provided the City of Tucson under the Grainger Contract.

   b) Contractor agrees to comply with all the terms, conditions and specifications of the Grainger Contract for the purposes of this Linking Agreement, and the terms, conditions, and specifications are incorporated in this Linking Agreement by this reference. The "City of Glendale" shall be substituted for "City of Tucson" or similar references throughout the Grainger Contract.

3. Compensation

   a) City shall pay Contractor the same compensation per unit that the City of Tucson pays Contractor under the Grainger Contract.

   b) The City may from time to time elect to purchase additional goods and services from Contractor pursuant to the Contract, and the City will comply with all applicable laws regarding procurement and approval of such purchases.

4. Cancelation. This Agreement may be cancelled pursuant to A.R.S. § 38-511.

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

6. E-verify. Contractor complies with A.R.S. § 23-214 and agrees to comply with the requirements of A.R.S. § 41-4401.

[SIGNATURES ON FOLLOWING PAGE]

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

"City of Glendale"

City of Glendale, an Arizona municipal corporation

By: _____
Richard A. Bowers,
Acting City Manager

"Contractor"

W. W. GRAINGER, INC.
a(n)

By: Lissette Fernandez

NAME: Lissette Fernandez,

TITLE: District Sales Manager
Cooperative Contracts

ATTEST:

_____
Pamela Hanna, City Clerk (SEAL)

APPROVED AS TO FORM:

_____
Michael D. Bailey,
City Attorney

Maintenance, Repair and Operational Supplies (MRO)
Executive Summary

Lead Agency: City of Tucson, Arizona
RFP Issued: March 6, 2014
Response Due Date: April 22, 2014

Solicitation: 141003
Pre-Proposal Date: March 18, 2014
Proposals Received: 8

Awarded to: GRAINGER — FOR THE ONES WHO GET IT DONE

The City of Tucson, Arizona, Department of Procurement issued RFP 141003 on April 22, 2014, to establish a national cooperative contract for maintenance, repair and operations (MRO) supplies, parts, equipment, materials and related services.

Notice of the solicitation was sent to potential offerors, as well as advertised in the following:

- City of Tucson website
- Hawaii Tribune–Herald, HI
- Daily Journal of Commerce, OR
- The State, SC
- The Olympian, WA
- Times Union, NY
- The Salt Lake Tribune, UT
- National IPA website

On April 22nd proposals were received from the following offerors:

- Arizona Partsmaster
- Browns Partsmaster
- Crescent Electric
- Fastenal
- Gopher Bearing
- HD Supply
- Waxie Sanitary
- W.W. Grainger

The proposals were evaluated by an evaluation committee. Using the evaluation criteria established in the RFP, the committee elected to shortlist and interview the two top-ranked companies: W.W. Grainger and Fastenal.

On June 10, 2014, interviews were conducted with the shortlisted companies. After the interviews, the committee recommended requesting a Best and Final Offer (BAFO) from the two companies.

On August 14, 2014, the committee members reviewed the short-listed companies' response to the BAFO, interviews and reference checks. At that time, the committee members individually scored and their rankings were totaled to arrive at an overall ranking. As a result, the committee recommended entering into exclusive negotiations with the intent to award to the top-ranked firm: W.W. Grainger.

The City of Tucson, AZ, National IPA and W.W. Grainger successfully negotiated a contract and the City of Tucson executed the agreement with a contract effective date of January 1, 2015.

Contract includes:

- Deep Discounted Core List
- Lamp and Ballast Program
- Agency-Specific Customizable Core List (minimum of 100 items)
- Additional discounts for high volume and/or repetitive product purchases

Term:

Initial three year agreement from January 1, 2015 through December 31, 2017 with the option to renew for two (2) additional one-year periods through December 31, 2019.

Pricing/Discount:

National Core List available here

Product Category Discount

Grainger Product Category	Discount %
Air Filters	**45%**
Motors & Power Transmission	**28%**
Cleaning Equipment & Supplies	**25%**
Personal Protective Equipment	**25%**
Lighting	**25%**
Tools	**20%**
Police, Fire, EMS Equipment & Supplies	**20%**
Batteries	**18%**
Electrical Supplies	**15%**
Pumps & Plumbing Supplies	**15%**
HVAC Equipment & Supplies	**15%**
Material Handling, Storage, & Packaging	**15%**
Safety & Security Supplies	**10%**
Pneumatics	**10%**
Measuring Tools & Test Instruments	**10%**
Machining & Cutting	**10%**
Welding	**10%**
Lubricants, Sealants, & Paint	**10%**
Fasteners & Adhesives	**10%**
Outdoor Equipment & Supplies	**10%**
Lab Equipment & Supplies	**10%**

2015 CORE MARKET BASKET PRICING

Pricing valid January 1, 2015 through December 31, 2015

CATEGORY	GRAINGER MATERIAL	ITEM DESCRIPTION	BRAND NAME	2015 MEMBER PRICE
Air Filters	11K236	Mini-Pleat Filter w/Gskt,MERV 12,12x24x2	3M	$ 43.04
Air Filters	11K251	Mini-Pleat Filter w/Gskt,MERV 12,24x24x2	3M	$ 60.47
Air Filters	4DZF5	Mini-Pleat Filter,MERV 14,12x24x2	3M	$ 34.57
Air Filters	4DZH5	Mini-Pleat Filter w/Gskt,MERV 14,24x24x2	3M	$ 71.51
Air Filters	2DYV2	High Cap.Pleated Filter,16x20x2,MERV11	AIR HANDLER	$ 4.44
Air Filters	2HYD5	Std Cap.Pleated Filter,20x30x2,MERV7	AIR HANDLER	$ 3.91
Air Filters	2W230	Std Cap.Pleated Filter,16x20x2,MERV7	AIR HANDLER	$ 1.79
Air Filters	2W231	Std Cap.Pleated Filter,16x25x2,MERV7	AIR HANDLER	$ 2.04
Air Filters	2W232	Std Cap.Pleated Filter,20x20x2,MERV7	AIR HANDLER	$ 1.95
Air Filters	2W233	Std Cap.Pleated Filter,20x25x2,MERV7	AIR HANDLER	$ 2.35
Air Filters	2W234	Std Cap.Pleated Filter,12x24x2,MERV7	AIR HANDLER	$ 2.38
Air Filters	2W235	Std Cap.Pleated Filter,24x24x2,MERV7	AIR HANDLER	$ 3.47
Air Filters	2W237	Std Cap.Pleated Filter,20x25x4,MERV7	AIR HANDLER	$ 5.49
Air Filters	2W239	Std Cap.Pleated Filter,24x24x4,MERV7	AIR HANDLER	$ 5.69
Air Filters	4YVD3	Mini-Pleat Filter,12x24x2,MERV 14	AIR HANDLER	$ 34.30
Air Filters	4YVD8	Mini-Pleat Filter,16x20x2,MERV 14	AIR HANDLER	$ 41.30
Air Filters	4YVE1	Mini-Pleat Filter,16x25x2,MERV 14	AIR HANDLER	$ 42.74
Air Filters	4YVE5	Mini-Pleat Filter,20x20x2,MERV 14	AIR HANDLER	$ 42.12
Air Filters	4YVE6	Mini-Pleat Filter,20x24x2,MERV 14	AIR HANDLER	$ 39.90
Air Filters	4YVE7	Mini-Pleat Filter,20x25x2,MERV 14	AIR HANDLER	$ 48.79
Air Filters	4YVE9	Mini-Pleat Filter,24x24x2,MERV 14	AIR HANDLER	$ 42.42
Air Filters	5W509	Std Cap.Pleated Filter,16x20x1,MERV7	AIR HANDLER	$ 1.66
Air Filters	5W510	Std Cap.Pleated Filter,16x25x1,MERV7	AIR HANDLER	$ 2.47
Air Filters	5W511	Std Cap.Pleated Filter,20x20x1,MERV7	AIR HANDLER	$ 1.85
Air Filters	5W515	Std Cap.Pleated Filter,20x24x2,MERV7	AIR HANDLER	$ 2.08
Air Filters	5W516	Std Cap.Pleated Filter,16x20x4,MERV7	AIR HANDLER	$ 4.61
Air Filters	6B924	High Cap.Pleated Filter,24x24x2,MERV8	AIR HANDLER	$ 2.24
Air Filters	6B937	High Cap.Pleated Filter,20x20x2,MERV8	AIR HANDLER	$ 4.10
Air Filters	5W512	Std Cap.Pleated Filter,20x25x1,MERV7	AIR HANDLER	$ 2.03
Batteries	11W123	Battery,123,Lithium,3V,PK 12	DURACELL	$ 18.18
Batteries	1ANB7	Battery,123,Lithium,3V	DURACELL	$ 3.47
Batteries	1ANB8	Button Cell Battery,1/3 N,Lithium,3V	DURACELL	$ 1.88
Batteries	1ANB9	Battery,223,Lithium,6V	DURACELL	$ 6.67
Batteries	21EK78	Alkaline Battery,C,PK 12	DURACELL	$ 15.56
Batteries	21LN81	Battery,AA,Alkaline,PK 24	DURACELL	$ 17.44
Batteries	22A624	Battery,Alkaline,AA,PK 24	DURACELL	$ 11.64
Batteries	2HYJ1	Coin Cell,2032,Lithium,3V,PK 2	DURACELL	$ 1.70
Batteries	2HYJ8	Battery,123,Lithium,3V,PK 400	DURACELL	$ 507.75
Batteries	5LE21	Battery,Alkaline,D size,PK 12	DURACELL	$ 7.06
Batteries	5LE22	Battery,Alkaline,C Size,PK12	DURACELL	$ 5.34
Batteries	5LE23	Battery,AA,Alkaline,PK 24	DURACELL	$ 5.40
Batteries	5LE24	Battery,9V,Alkaline,PK 12	DURACELL	$ 11.40
Batteries	5LE25	Battery,AAA,Alkaline,PK 24	DURACELL	$ 5.40
Batteries	5LE26	Lantern Battery,Alkaline,6V,Spring Term	DURACELL	$ 5.00

Pricing valid January 1, 2015 through December 31, 2015

CATEGORY	GRAINGER MATERIAL	ITEM DESCRIPTION	BRAND NAME	2015 MEMBER PRICE
Batteries	21LN82	Battery,AAA,Alkaline,PK 24	DURACELL	$ 17.83
Batteries	39G076	Battery,Alkaline,AA,Pk 36	DURACELL	$ 16.15
Batteries	21EK79	Alkaline Battery,9V,PK 12	DURACELL	$ 28.36
Batteries	22A625	Battery,Alkaline,AAA,PK 24	DURACELL	$ 13.03
Batteries	21EK77	Alkaline Battery,D,PK 12	DURACELL	$ 13.82
Batteries	24T963	Battery,123,Lithium,3V,PK 10	DURACELL ULTRA	$ 71.31
Batteries	2LBJ6	Battery,AA,Lithium,PK 8	ENERGIZER	$ 16.31
Batteries	38W369	Battery,Alkaline,9V,PK 12	ENERGIZER	$ 12.12
Batteries	6FXX3	Battery,Lithium,9V	ENERGIZER	$ 5.16
Batteries	2UKH2	Battery,Sealed Lead Acid,6V,10Ah,Faston	GRAINGER APPROVED VENDOR	$ 14.47
Batteries	2UKH3	Battery,Sealed Lead Acid,12V,12Ah,Faston	GRAINGER APPROVED VENDOR	$ 32.54
Batteries	2UKJ2	Battery,Sealed Lead Acid,6V,4Ah,Faston	GRAINGER APPROVED VENDOR	$ 9.34
Batteries	2UKJ3	Battery,Sealed Lead Acid,12V,5Ah,Faston	GRAINGER APPROVED VENDOR	$ 16.25
Batteries	2UKJ4	Battery,Sealed Lead Acid,12V,7Ah,Faston	GRAINGER APPROVED VENDOR	$ 20.04
Batteries	2UKK2	Battery,Sealed Lead Acid,8.5Ah,Faston	GRAINGER APPROVED VENDOR	$ 24.21
Batteries	2UKK6	Battery,Sealed Lead Acid,6V,12Ah,Faston	GRAINGER APPROVED VENDOR	$ 19.96
Batteries	2UKL4	Battery,Sealed Lead Acid,12V,33Ah,Bolt	GRAINGER APPROVED VENDOR	$ 104.18
Batteries	5EFF2	Battery,Sealed Lead Acid,6V,4.5Ah,Faston	GRAINGER APPROVED VENDOR	$ 8.16
Batteries	5EFG1	Battery,Sealed Lead Acid,12V,28Ah,Bolt	GRAINGER APPROVED VENDOR	$ 89.49
Batteries	5U053	Lantern Battery,Industril,6V,Spring Term	RAYOVAC	$ 1.57
Batteries	2V423	Lantern Battery,Heavy Dty,6V,Spring Term	RAYOVAC	$ 1.42
Batteries	2VEW2	Battery,123,Lithium,3V,PK 12	STREAMLIGHT	$ 18.25
Cleaning Equipment & Supplies	2U683	General Purpose Cleaner,Size 2L,Red	3M	$ 26.01
Cleaning Equipment & Supplies	4HN95	Disinfectants/Sanitizers Cleaner,Size 2L	3M	$ 28.70
Cleaning Equipment & Supplies	4WK27	Floor Stripper,Size 2L,Dark Green	3M	$ 44.74
Cleaning Equipment & Supplies	14X831	Walk Behind Floor Scrubber,Compact	DAYTON	$ 4,402.58
Cleaning Equipment & Supplies	3U568	Toilet Bowl Cleaner,Lavender,PK180	EASY PAKS	$ 23.03
Cleaning Equipment & Supplies	1FC17	Toilet Paper,Compact,Coreless,2Ply,PK18	GEORGIA PACIFIC	$ 45.79
Cleaning Equipment & Supplies	1PHJ1	Toilet Paper,Acclaim,Jumbo,1Ply,9In,PK8	GEORGIA PACIFIC	$ 27.60
Cleaning Equipment & Supplies	1PHJ2	Toilet Paper,Envision,Jumbo,2Ply,PK8	GEORGIA PACIFIC	$ 27.29
Cleaning Equipment & Supplies	2U229	Paper Towel,Multifold,Brown,PK16	GEORGIA PACIFIC	$ 24.26
Cleaning Equipment & Supplies	2U232	Paper Towel Roll,Envision,Brn,800ft,PK6	GEORGIA PACIFIC	$ 32.71
Cleaning Equipment & Supplies	3EB46	Paper Towel Roll,enMotion,800 ft.,PK6	GEORGIA PACIFIC	$ 60.22
Cleaning Equipment & Supplies	3JH03	Paper Towel Roll,Signature,350 ft.,PK12	GEORGIA PACIFIC	$ 49.38
Cleaning Equipment & Supplies	4ACU1	Paper Towel Roll,enMotion,Br,800ft.,PK6	GEORGIA PACIFIC	$ 59.60
Cleaning Equipment & Supplies	4KT76	Toilet Paper,Acclaim,Jumbo,1Ply,PK6	GEORGIA PACIFIC	$ 48.59
Cleaning Equipment & Supplies	4TE17	Toilet Paper,Envision,2Ply,Pk80	GEORGIA PACIFIC	$ 48.21
Cleaning Equipment & Supplies	4TH42	Toilet Paper,Compact,Coreless,2Ply,PK36	GEORGIA PACIFIC	$ 57.67
Cleaning Equipment & Supplies	12Z364	GOJO CLEAR ADX 3/1.25L	GOJO	$ 30.17
Cleaning Equipment & Supplies	12Z365	GOJO PLUM TRIC FM ADX 3/1.25L	GOJO	$ 33.60
Cleaning Equipment & Supplies	12Z367	GOJO BOTANICAL FM ADX 3/1.25L	GOJO	$ 30.17
Cleaning Equipment & Supplies	15E819	GOJO CL F/HW GRN LTX 2/1200ML	GOJO	$ 34.64
Cleaning Equipment & Supplies	15E820	GOJO P/K FM HW TRIC LTX 2/1.2L	GOJO	$ 38.11
Cleaning Equipment & Supplies	15E884	GOJO RD F/HW LTX 2/1200ML	GOJO	$ 38.11

Pricing valid January 1, 2015 through December 31, 2015

CATEGORY	GRAINGER MATERIAL	ITEM DESCRIPTION	BRAND NAME	2015 MEMBER PRICE
Cleaning Equipment & Supplies	1LWU5	Foam Soap Refill,Yellow,Size 1250mL,PK 3	GOJO	$ 37.30
Cleaning Equipment & Supplies	3CB49	Foam Soap,Black,Size 2000mL,PK 2	GOJO	$ 37.47
Cleaning Equipment & Supplies	3CB52	Foam Soap,Size 1250mL,Dove Gray,PK 3	GOJO	$ 36.27
Cleaning Equipment & Supplies	1PKN9	Antibacterial Soap,Bottle Refill,PK 2	GOJO	$ 38.11
Cleaning Equipment & Supplies	12Z366	GOJO CITRUS ADX 3/1.25L	GOJO	$ 38.40
Cleaning Equipment & Supplies	4VDP8	Walk Behind Floor Scrubber,Compact,Disc	NOBLES	$ 4,992.37
Cleaning Equipment & Supplies	12Z352	PURELL ADV GRN FM ADX 3/1200ML	PURELL	$ 61.59
Cleaning Equipment & Supplies	12Z351	PURELL ADV GRN GEL ADX 3/1.2L	PURELL	$ 35.31
Cleaning Equipment & Supplies	15E330	PURELL ADV GRN GEL LTX 2/1200M	PURELL	$ 25.13
Cleaning Equipment & Supplies	15E331	PURELL ADV GRN FM LTX 2/1200ML	PURELL	$ 54.93
Cleaning Equipment & Supplies	1PKR3	Hand Sanitizing Wipes,White,PK 4000	PURELL	$ 130.36
Cleaning Equipment & Supplies	13G691	Hand Sanitizer Refill,Size 1200mL,PK 2	PURELL	$ 52.21
Cleaning Equipment & Supplies	20W445	Hand Sanitizer,Size 2L,Alcohol,PK 4	PURELL	$ 74.34
Cleaning Equipment & Supplies	12X257	Hand Sanitizer,Size 12 oz.,Gel,PK 12	PURELL	$ 59.31
Cleaning Equipment & Supplies	14L978	Hand Sanitizing Wipes,Citrus,White,PK 2	PURELL	$ 83.13
Cleaning Equipment & Supplies	2KDJ6	Trash Can,51 gal.,Silver Metallic	RUBBERMAID	$ 496.33
Cleaning Equipment & Supplies	15E439	Trash Liner,7 to 10 Gal.,LDPE,PK 1000	TOUGH GUY	$ 27.77
Cleaning Equipment & Supplies	15E488	Liner,56 Gal.,ClearPK 150	TOUGH GUY	$ 44.63
Cleaning Equipment & Supplies	15E490	Liner,56 Gal.,ClearPK 100	TOUGH GUY	$ 43.51
Cleaning Equipment & Supplies	16W219	Mop,Wet,16 oz,Natural	TOUGH GUY	$ 2.70
Cleaning Equipment & Supplies	3U853	Liner,60 Gal.,Black,LDPE,PK100	TOUGH GUY	$ 39.12
Cleaning Equipment & Supplies	4KN35	Liner,55 Gal.,Clear,HDPE,PK 200	TOUGH GUY	$ 24.54
Cleaning Equipment & Supplies	4KN40	Coreless Rll Trsh Bag,40 to 45Gal.,PK250	TOUGH GUY	$ 38.25
Cleaning Equipment & Supplies	5AU45	Flat Pack Liner,33 Gal.,Clear,PK200	TOUGH GUY	$ 48.11
Cleaning Equipment & Supplies	5AU48	Flat Pack Liner,56 Gal.,Clear,PK100	TOUGH GUY	$ 38.29
Cleaning Equipment & Supplies	5XL34	Recycled Can Liner,40 to 45 gal.,PK125	TOUGH GUY	$ 40.47
Cleaning Equipment & Supplies	5XL50	Coreless Rll Trsh Bag,40 to 45Gal.,PK150	TOUGH GUY	$ 31.83
Cleaning Equipment & Supplies	9DDN9	Flat Pack Liner,10 Gal.,Clear,PK250	TOUGH GUY	$ 12.47
Electrical Supplies	1W925	Portable Cord,SJOOW,14/2 AWG,250 ft.,18A	CAROL	$ 109.44
Electrical Supplies	4XC40	Fuse,5A,Nonindicating,Midget,KTK,600V	COOPER BUSSMANN	$ 4.36
Electrical Supplies	4AZZ2	Complete Fiber Verification Kit	FLUKE NETWORKS	$ 2,654.90
Electrical Supplies	5EFA0	Double Conversion UPS,5kVA,4kW,120/240V	GENERAL ELECTRIC	$ 4,014.02
Electrical Supplies	6CPG8	Circuit Breaker,SGH,600V,400A,3P	GENERAL ELECTRIC	$ 2,538.04
Electrical Supplies	5HN49	Outlet Strip,6 Outlets,Putty	GRAINGER APPROVED VENDOR	$ 18.18
Electrical Supplies	5MKJ8	Cable Protector,5 Channel,Orange	GUARD DOG	$ 149.26
Electrical Supplies	4A250	Plug,5-15P,15A,125V	HUBBELL WIRING DEVICE-KELLEMS	$ 11.42
Electrical Supplies	4A251	Connector,5-15R,15A,125V	HUBBELL WIRING DEVICE-KELLEMS	$ 18.48
Electrical Supplies	4A256	Connector,5-20R,20A,125V	HUBBELL WIRING DEVICE-KELLEMS	$ 26.01
Electrical Supplies	13V196	Cord Reel,50 ft,12/3,SJ,Yellow	K & H INDUSTRIES	$ 527.84
Electrical Supplies	6YF67	Cord Reel,40 Ft	LUMAPRO	$ 164.09
Electrical Supplies	5FXU1	Inline Fuse Holder,FEB,600V,30A AC,1Pole	MERSEN	$ 40.10
Electrical Supplies	2A183	Photoelectric Sensor,32.8 ft,DPDT	OMRON	$ 211.33
Electrical Supplies	6C826	Proximity Sensor,Inductive,18mm,NPN,NO	OMRON	$ 64.92
Electrical Supplies	1FD55	Extension Cord,50 Ft	POWER FIRST	$ 25.21

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CATEGORY	GRAINGER MATERIAL	ITEM DESCRIPTION	BRAND NAME	2015 MEMBER PRICE
Electrical Supplies	1FD57	Extension Cord,100 Ft	POWER FIRST	$ 69.32
Electrical Supplies	36J166	Heavy Duty Cable Tie,14.5 In L,PK100	POWER FIRST	$ 12.47
Electrical Supplies	3EA99	Extension Cord,25 ft	POWER FIRST	$ 16.29
Electrical Supplies	3EB10	Extension Cord,50ft	POWER FIRST	$ 27.01
Electrical Supplies	2XHZ9	Cord Reel,45 ft,12/3,SJTOW,Red	REELCRAFT	$ 362.24
Electrical Supplies	2PUX6	Encl Air Conditioner,BtuH 1093,115 V	RITTAL	$ 1,352.84
Electrical Supplies	3TW13	Bolt On Circuit Breaker,20A,1P,18kA,277V	SQUARE D	$ 84.86
Electrical Supplies	6NHC2	Circuit Breaker,I Line PB,400A,3 Phase	SQUARE D	$ 5,499.14
Electrical Supplies	2HCG5	Cushioned Pipe Clamp,1/4 In,Gold	SUPER-STRUT	$ 4.71
Electrical Supplies	2HZD8	Strut Post Base,Square,6 L x 6 W In	SUPER-STRUT	$ 29.91
Electrical Supplies	5ZY35	Wire,Thermocouple Lead	TEMPCO	$ 69.34
Electrical Supplies	3KH13	Cable Tie,13.4 In,Black,PK 50	THOMAS & BETTS	$ 28.64
Electrical Supplies	3ULX3	Half Slot Channel,20 Ft,13/16 In D,Gold	THOMAS & BETTS	$ 28.95
Electrical Supplies	3ACG1	Smart UPS,8kVA,6.4W,208VAC,1PH	TRIPP LITE	$ 4,847.58
Fasteners & Adhesives	1LU98	Carriage Bolt,3/8-16x2 1/2 L,Pk50	GRAINGER APPROVED VENDOR	$ 15.78
Fasteners & Adhesives	1RU12	Structural Bolt,7/8-9x,4 In L,Pk 5	GRAINGER APPROVED VENDOR	$ 13.51
Fasteners & Adhesives	2HAP6	Threaded Rod,,Gold Galv.,3/8-16x10 ft	GRAINGER APPROVED VENDOR	$ 5.11
Fasteners & Adhesives	2NE69	Multi Screw Kit,175 PC	GRAINGER APPROVED VENDOR	$ 17.36
Fasteners & Adhesives	2NE70	Multi Screw Kit,1150 PC	GRAINGER APPROVED VENDOR	$ 27.64
Fasteners & Adhesives	30P133	Socket Set Screw,Cup,1-8x4,PK10	GRAINGER APPROVED VENDOR	$ 91.71
Fasteners & Adhesives	3AUZ4	Hex Cap Screw,SS,5/16-18x2-3/4,PK25	GRAINGER APPROVED VENDOR	$ 11.50
Fasteners & Adhesives	3AWT2	Hex Lag Screw,SS,5/16x3 L,PK25	GRAINGER APPROVED VENDOR	$ 21.77
Fasteners & Adhesives	3AWX8	Hex Lag Screw,SS,1/2x4 L,PK5	GRAINGER APPROVED VENDOR	$ 15.51
Fasteners & Adhesives	4FCC2	Hex Nut,Grade 5,1/2-13,PK50	GRAINGER APPROVED VENDOR	$ 7.25
Fasteners & Adhesives	4FHL9	Threaded Rod,B7,Plain,5/8-11x6 ft	GRAINGER APPROVED VENDOR	$ 16.72
Fasteners & Adhesives	4CM94	Screw Anchor Expander,1/4-20	GREENLEE	$ 41.52
Fasteners & Adhesives	4CM95	Screw Anchor Expander,3/8-16	GREENLEE	$ 63.55
Fasteners & Adhesives	4CZU8	Thread Repair Kit,SS,Metric,60 Pc	HELICOIL	$ 190.33
Fasteners & Adhesives	4BB23	Heavy Duty Thread Sett	MARSON	$ 129.45
Fasteners & Adhesives	4X577	Riveter,Deluxe,3/32,1/8,5/32,3/16 In	MARSON	$ 35.60
Fasteners & Adhesives	21U964	Wedge Anchor,303/304 SS,3/4x5 1/2,PK5	MKT FASTENING	$ 35.95
Fasteners & Adhesives	5UUY3	Helical Thread Repair Asst,Metric,110Pcs	POWERCOIL	$ 151.87
Fasteners & Adhesives	15X102	Wedge Anchor,Carb. Steel,1/2x4-1/2,PK25	RED HEAD	$ 26.33
Fasteners & Adhesives	15X109	Wedge Anchor,Carb. Steel,3/8x7,PK50	RED HEAD	$ 73.96
Fasteners & Adhesives	3A446	Wedge Anchor,Stl,3/8x2 3/4 L,PK50	RED HEAD	$ 21.92
Fasteners & Adhesives	3A448	Wedge Anchor,Stl,3/8x3 3/4 L,PK50	RED HEAD	$ 23.13
Fasteners & Adhesives	3A451	Wedge Anchor,Stl,1/2x3 3/4 L,PK25	RED HEAD	$ 19.01
Fasteners & Adhesives	4XGA5	Crimp Anchor,Mushroom,3/8 x2,Pk 25	STRONG-TIE	$ 17.01
Fasteners & Adhesives	4XGE2	EXPAN SCREW ANCHOR 3/8-16,Pk 50	STRONG-TIE	$ 31.55
Fasteners & Adhesives	6LE51	Mach Screw,Btn,8-32 x 1 1/2 L,PK25	TAMPER-PRUF SCREW	$ 7.00
Fasteners & Adhesives	6LE55	Mach Screw,Btn,10-24x1 1/2 L,PK 25	TAMPER-PRUF SCREW	$ 7.12
Fasteners & Adhesives	11K343	Anchor,1/4 In Dia,1-1/4 In L,PK 100	WESTWARD	$ 11.36
Fasteners & Adhesives	11K353	Drywall Anchor,Self Drill,#6-10,PK 100	WESTWARD	$ 16.22
Fasteners & Adhesives	11K374	Plug Anchor,Plastic,w/Screw,PK 50	WESTWARD	$ 14.50

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CATEGORY	GRAINGER MATERIAL	ITEM DESCRIPTION	BRAND NAME	2015 MEMBER PRICE
HVAC Equipment & Supplies	4CH71	Portable BoxFan, Non-Osc, 20 In, 3-spd, 120V	AIR KING	$ 27.87
HVAC Equipment & Supplies	13C673	Portable Air Conditioner,17600Btuh,115V	AIRREX	$ 2,693.00
HVAC Equipment & Supplies	1ANZ7	Air Circulator,20 In,3650 cfm,115V	DAYTON	$ 123.47
HVAC Equipment & Supplies	1YNW5	Air Circulator,36 In,12,250 cfm,115V	DAYTON	$ 451.27
HVAC Equipment & Supplies	2LY97	Air Circulator,24 In,5450 cfm,115V	DAYTON	$ 198.99
HVAC Equipment & Supplies	2RDZ9	Quiet Design AirCirc,30 In,7450 cfm,115V	DAYTON	$ 256.39
HVAC Equipment & Supplies	3VU31	Electric Space Htr,Fan Forced/Radnt,120V	DAYTON	$ 64.89
HVAC Equipment & Supplies	3VU33	Electric Space Heater,Fan Forced,120V,	DAYTON	$ 52.01
HVAC Equipment & Supplies	5EAJ3	Dehumidifier,Comm/Ind,105 Pints,115V	DAYTON	$ 496.94
HVAC Equipment & Supplies	5EAJ9	Dehumidifier,65 Pts,115V,60 Hz	DAYTON	$ 288.36
HVAC Equipment & Supplies	5KNZ6	Industrial Dehumidifier,187 Pint,CGR	DAYTON	$ 1,288.03
HVAC Equipment & Supplies	5KNZ7	Low-Grain Dehumidifier,235 Pint,LGR	DAYTON	$ 1,362.94
HVAC Equipment & Supplies	6RJV3	Indoor Duct Furnace,37 In. D,4938 cfm,NG	DAYTON	$ 1,021.29
HVAC Equipment & Supplies	6RJV7	Indoor Duct Furnace,37 In. D,9877 cfm,NG	DAYTON	$ 1,552.95
HVAC Equipment & Supplies	4AYF4	Restoration Dehumidifier,132pt,115V,60Hz	DRI-EAZ	$ 1,230.18
HVAC Equipment & Supplies	4AYF6	Low-Grain Dehumidifier,202 pt,115V,60Hz	DRI-EAZ	$ 2,243.55
HVAC Equipment & Supplies	6UFY3	Low-Grain Dehumidifier,242 pt,115V,60Hz	DRI-EAZ	$ 2,673.51
HVAC Equipment & Supplies	4HGD2	Portable Air Conditioner,11600Btuh,115V	FRIEDRICH	$ 592.25
HVAC Equipment & Supplies	4PLC7	Window Air Con,208/230V,Cool,EER8.5/8.5	FRIEDRICH	$ 1,055.40
HVAC Equipment & Supplies	4PLD5	WindowA/C,BtuH 23.5K,208/230V,Cool Only	FRIEDRICH	$ 1,272.20
HVAC Equipment & Supplies	13P464	PTAC Air Conditioner,15,000 Btuh,230V	FRIGIDAIRE	$ 783.78
HVAC Equipment & Supplies	4TM51	Portable Air Conditioner,13200Btuh,115V	MOVINCOOL	$ 2,762.42
HVAC Equipment & Supplies	5JLJ6	Port. Air Conditioner,24000Btuh,208/230V	MOVINCOOL	$ 3,375.68
HVAC Equipment & Supplies	1PX57	Ducted Evaporative Cooler	PORT-A-COOL	$ 3,093.11
HVAC Equipment & Supplies	4HWH9	Ducted Evaporative Cooler,4000 cfm	PORT-A-COOL	$ 1,299.00
HVAC Equipment & Supplies	4WT31	Portable Evaporative Cooler,9600 cfm	PORT-A-COOL	$ 1,923.22
HVAC Equipment & Supplies	4WT32	Portable Evaporative Cooler,1/2 HP	PORT-A-COOL	$ 2,112.62
HVAC Equipment & Supplies	6YPX7	Electric Flat Panel Heater, Radiant, 120V	TRI LITE	$ 62.09
HVAC Equipment & Supplies	4ARK4	Misting Air Circ,18 In,3000 cfm,115V	VERSA-MIST	$ 700.96
Lab Equipment & Supplies	9WPL6	Ductless Fume Hood 24" Wide	AIR SCIENCE	$ 1,392.31
Lab Equipment & Supplies	44C596	DI Cartridge	ARIES FILTERWORKS	$ 68.51
Lab Equipment & Supplies	9TZM0	LAB BASKET 3.5X11X20 CTD STL	BEL-ART - SCIENCEWARE	$ 79.67
Lab Equipment & Supplies	39J365	Ultrasonic Cleaner,CPXH,2.5 gal	BRANSON	$ 998.45
Lab Equipment & Supplies	39J368	Ultrasonic Cleaner,MH,5.5 gal	BRANSON	$ 1,685.65
Lab Equipment & Supplies	13P857	Silicone Heat Tape,1 x 120 In	BRISKHEAT	$ 125.32
Lab Equipment & Supplies	3KWF9	Graduated Dipper,500 ml,6 Ft Handle	DYNALON	$ 53.71
Lab Equipment & Supplies	3WAJ3	Carboy Light Weight 5 Gal HDPE	DYNALON	$ 18.97
Lab Equipment & Supplies	4WCJ5	pH/Conductivity/TDS Kit	EXTECH	$ 526.77
Lab Equipment & Supplies	3GFG4	Plastic Carboy,2.5 Gal,w/Handle and Cap	GRAINGER APPROVED VENDOR	$ 15.71
Lab Equipment & Supplies	3GFG8	Plastic Carboy,5 Gal,With Handle & Cap	GRAINGER APPROVED VENDOR	$ 26.24
Lab Equipment & Supplies	9MGR6	Telescopic Dipper,Polypropylene,7-24 Ft	GRAINGER APPROVED VENDOR	$ 130.49
Lab Equipment & Supplies	8ULK5	Erlenmeyer Flask,500mL,Pk 6	KIMBLE CHASE	$ 27.85
Lab Equipment & Supplies	32V118	Ultrasonic Cleaner,3000mL	LAB SAFETY SUPPLY	$ 317.09
Lab Equipment & Supplies	8ZDP7	pH Wide Sticks,9x1,PK 25	LAB SAFETY SUPPLY	$ 34.67

CATEGORY	GRAINGER MATERIAL	ITEM DESCRIPTION	BRAND NAME	2015 MEMBER PRICE
Lab Equipment & Supplies	4YMH3	Water, deionized (ASTM Type II),20 L	LABCHEM	$ 40.59
Lab Equipment & Supplies	8G798	CHEM FLRD STD .5PPM W/TISAB 1L	LABCHEM	$ 38.22
Lab Equipment & Supplies	9ARU6	CHEMICAL ACETATE BUFFER PH 4 4 LITER	LABCHEM	$ 74.26
Lab Equipment & Supplies	3VDR1	Water Test Ed Kit,pH,Turbidity,etc	LAMOTTE	$ 241.00
Lab Equipment & Supplies	4EWC4	Colorimeter,Total Chlorine 0 to 4 PPM	LAMOTTE	$ 359.78
Lab Equipment & Supplies	15F829	Orbeco SC450 Colorimeter	LOVIBOND	$ 298.96
Lab Equipment & Supplies	3UUT1	pH Paper,Jumbo,pH 0-13	MICRO ESSENTIAL	$ 12.17
Lab Equipment & Supplies	9WCW9	PH METER SPEAR OAKTON -1.0-15.	OAKTON	$ 273.71
Lab Equipment & Supplies	9KZK1	Biohazard Scoop	RAPID COMFORT	$ 2.49
Lab Equipment & Supplies	3UNP1	PH Meter Auto Calibration Smart 0-14PH	SMART	$ 171.80
Lab Equipment & Supplies	3PVH4	Test Strip, 8 Classifications	SMART-STRIP	$ 18.25
Lab Equipment & Supplies	3CNV6	Chemical Classifier Strips,Pk 10	SPILFYTER	$ 67.07
Lab Equipment & Supplies	3CNV7	Chemical Classifier Strips,Pk 50	SPILFYTER	$ 408.67
Lab Equipment & Supplies	3CNW3	Wastewater Classifier Strips,Pk 50	SPILFYTER	$ 408.67
Lab Equipment & Supplies	4UYG5	Multiparameter Meter	YSI	$ 1,088.65
Lighting	6AA17	Fluorescent Fixture,Low Profile,T5	ACUITY LITHONIA	$ 87.03
Lighting	3YA23	Fixture,Dust/Vapor	ACUITY LITHONIA	$ 69.47
Lighting	26X710	LED Floodlight,80W,5000K	ACUITY LITHONIA	$ 468.68
Lighting	3YA67	Mini Wall Pack,100 W,120/208/240/277 V	ACUITY LITHONIA	$ 125.79
Lighting	22EM03	LED Vapor Tight,4000K,24W,47 InL	ACUITY LITHONIA	$ 132.77
Lighting	3YA24	Fixture,Dust/Vapor	ACUITY LITHONIA	$ 153.43
Lighting	4KFU1	Kit,Refrofit,Troffer,Reflector,2x4,PK5	ACUITY LITHONIA	$ 93.43
Lighting	1PLJ7	Floodlight,Large HID,Metal Halide,1000W	ACUITY LITHONIA	$ 323.19
Lighting	1PLR4	Recessed Troffer Fixture,F32T8,120/277V	ACUITY LITHONIA	$ 62.97
Lighting	3XY66	Fixture, Wraparound	ACUITY LITHONIA	$ 45.84
Lighting	6AA15	Fluorescent Fixture,Low Profile,T5	ACUITY LITHONIA	$ 110.66
Lighting	1VNN6	Replacement Diffuser,8 Ft DM/DMW Series	ACUITY LITHONIA	$ 37.93
Lighting	3JWK9	HID Low Bay Fixtures,MH Protected,400 W	ACUITY LITHONIA	$ 170.20
Lighting	4LUW4	Fixture,Wet Location,Fluorescent,120-277	ACUITY LITHONIA	$ 58.90
Lighting	3JXD9	Security Lighting,120/208/240/277V,150W	ACUITY LITHONIA	$ 137.28
Lighting	3JXA6	Floodlight,400W Metal Halide,120 to 277	ACUITY LITHONIA	$ 205.63
Lighting	2MZE9	Fluorescent Fixture,Recessed,32WT8	ACUITY LITHONIA	$ 133.88
Lighting	5XY71	Fixture,Low Profile	ACUITY LITHONIA	$ 84.18
Lighting	6MGH3	Wall Pack,LED,26.3W,Photocell,Bronze	ACUITY LITHONIA	$ 187.51
Lighting	21P671	Outdoor LED Wall Pack,48W	ACUITY LITHONIA	$ 348.04
Lighting	6AA19	Fluorescent Fixture,Low Profile,T8	ACUITY LITHONIA	$ 84.59
Lighting	3GE20	Fixture,Hi Abuse,26 W	ACUITY LITHONIA	$ 88.50
Lighting	3BA32	Exit Sign w/ Btry Back Up,0.71W,1 or 2	ACUITY LITHONIA	$ 25.14
Lighting	2KXK5	Box Hanger,1/2 In Deep Box,PK10	CADDY	$ 62.61
Lighting	5V612	Incandescent Light Bulb,A19,60W	GE LIGHTING	$ 0.53
Lighting	3GYC1	Sheet,90317 Poly,Clear,1/8 In T,24x48 In	LEXAN	$ 30.62
Lighting	5MPX1	Screw-In CFL,Non-Dimmable,5000K,100W	LUMAPRO	$ 45.04
Lighting	2CUT4	Screw-In CFL,Non-Dimmable,2700K,13W	LUMAPRO	$ 2.44
Lighting	1XUF3	HID Ballast Kit,HPS,100W	LUMAPRO	$ 69.60

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CATEGORY	GRAINGER MATERIAL	ITEM DESCRIPTION	BRAND NAME	2015 MEMBER PRICE
Lighting	1XUD6	HID Ballast Kit,Metal Halide,70W	LUMAPRO	$ 58.85
Lighting	24K354	Tripod Stand,LED,32W,120V,Twin	LUMAPRO	$ 278.75
Lighting	3HNG3	Fixture,Wall,150 W,120-277V	LUMAPRO	$ 123.78
Lighting	30C527	Remote Area Light System, W Case	PELICAN	$ 309.52
Lighting	41H214	Electronic Ballast,3-4 F32T8,120-277V	PHILIPS	$ 15.44
Lighting	3LE31	HID Ballast Kit,Core & Coil,70W PSMH	PHILIPS ADVANCE	$ 69.09
Lighting	3V555	HID Ballast Kit,Core & Coil,100W PSMH	PHILIPS ADVANCE	$ 73.03
Lighting	3A531	HID Ballast Kit,Core & Coil,175W MH	PHILIPS ADVANCE	$ 51.39
Lighting	1A029	HID Ballast Kit,Core & Coil,400W MH	PHILIPS ADVANCE	$ 72.75
Lighting	2MCX5	Electronic Ballast,1-2 F32T8,120-277V	PHILIPS ADVANCE	$ 11.25
Lighting	1XWJ5	Electronic Ballast,1-2 FT40W,120-277V	PHILIPS ADVANCE	$ 29.95
Lighting	1VN21	Electronic Ballast,2-3 F32T8,120-277V	PHILIPS ADVANCE	$ 12.20
Lighting	1XWJ6	Electronic Ballast,2-3 FT40W,120-277V	PHILIPS ADVANCE	$ 35.33
Lighting	1VN22	Electronic Ballast,3-4 F32T8,120-277V	PHILIPS ADVANCE	$ 13.41
Lighting	4ZZ35	Electronic Ballast Kit,1-2 26W 4-pin CFL	PHILIPS ADVANCE	$ 17.29
Lighting	4FZN3	Electronic Ballast,2 F34T12,120-277V	PHILIPS ADVANCE	$ 13.09
Lighting	5YG67	Electronic Ballast Kit,32/42W 4-pin CFL	PHILIPS ADVANCE	$ 23.29
Lighting	2KNL6	Lamp Recycling Kit,25"x16"x16"	RECYCLEPAK	$ 79.47
Lighting	1FYF1	Battery Recycling Kit,9-1/2"x11"x12"	RECYCLEPAK	$ 79.61
Lighting	5KH66	Ballast Recycling Kit,13"x11"x12"	RECYCLEPAK	$ 79.61
Lighting	4CY98	Lamp Recycling Kit,48"x12"x12"	RECYCLEPAK	$ 63.99
Lighting	5KH64	Lamp Recycling Kit,96"x6"x6"	RECYCLEPAK	$ 56.16
Lighting	5KH67	Lamp Recycling Kit,13"x11"x12"	RECYCLEPAK	$ 52.34
Lighting	5KH63	Lamp Recycling Kit,48"x8-1/2"x8-1/2"	RECYCLEPAK	$ 40.56
Lighting	4NYA5	Lamp Recycling Kit,24"x22"x22"	RECYCLEPAK	$ 70.88
Lighting	4NYA4	Lamp Recycling Kit,96"x8"x8"	RECYCLEPAK	$ 83.41
Lighting	11K573	LED fixture,Wall/Ceiling Mount,Bronze	W F HARRIS LIGHTING	$ 397.88
Lubricants, Sealants, & Paint	24A627	Double Sided Tape,1In x36 yd.,Off White	3M	$ 62.46
Lubricants, Sealants, & Paint	2FYV9	Electrical Tape,1-1/2x30 ft,30 mil,PK 12	3M	$ 257.68
Lubricants, Sealants, & Paint	2FZL5	Electrical Tape,2x100ft,10mil,Black,PK24	3M	$ 438.04
Lubricants, Sealants, & Paint	2JFJ9	Gaffers Tape,2x60 yd,12 mil,Black,PK 24	3M	$ 781.19
Lubricants, Sealants, & Paint	3MA16	Adhesive,Spray,24 oz.,17.6 oz. Net	3M	$ 17.36
Lubricants, Sealants, & Paint	3MA23	Adhesive,Spray,16.75 Oz Can	3M	$ 13.39
Lubricants, Sealants, & Paint	4TY45	Concrete Repair,8.4 Oz	3M	$ 34.63
Lubricants, Sealants, & Paint	6AD55	Antislip Tape,Black,4 In x 60 ft.	3M	$ 74.24
Lubricants, Sealants, & Paint	4LRF8	Penetrating Solvent,HD,Size 11 Oz	BLASTER	$ 2.99
Lubricants, Sealants, & Paint	2F141	Multi Purpose Lube,16 oz,Net 11 oz	CRC	$ 4.68
Lubricants, Sealants, & Paint	3EED7	Food Grade Silicone,16 oz,Net 10 oz	CRC	$ 6.71
Lubricants, Sealants, & Paint	4JB37	Penetrating Oil,Food Grade,16oz,Net 11oz	CRC	$ 7.66
Lubricants, Sealants, & Paint	4JB56	Multipurpose Food Grade Grease,14 oz.	CRC	$ 11.03
Lubricants, Sealants, & Paint	5A463	Silicone Rubber Sealant,Clear,10.1 oz.	DAP	$ 4.95
Lubricants, Sealants, & Paint	1TMA6	Duct Tape,2 In x 35 yd,17 mil,Black	GORILLA TAPE	$ 7.70
Lubricants, Sealants, & Paint	2WCV6	Airless Line Striper,Metal,50 ft.	GRACO	$ 3,740.96
Lubricants, Sealants, & Paint	1TTX2	Paint Brush,2in.,7-1/4in.PK24	GRAINGER APPROVED VENDOR	$ 19.02

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CATEGORY	GRAINGER MATERIAL	ITEM DESCRIPTION	BRAND NAME	2015 MEMBER PRICE
Lubricants, Sealants, & Paint	23M207	Masking Tape,Natural, Dia.,PK24	INTERTAPE	$ 66.85
Lubricants, Sealants, & Paint	4FJJ9	Elastomeric Roof Coating,White,4.75 gal.	KST COATINGS	$ 91.28
Lubricants, Sealants, & Paint	4ZT49	Air Operated Grease Pump, 5 Gal	LEGACY	$ 580.54
Lubricants, Sealants, & Paint	1XGN5	Grease Gun,Pistol Grip,14.5 Oz Cap	LINCOLN	$ 346.36
Lubricants, Sealants, & Paint	5JC25	Grease Gun Battery	LINCOLN	$ 67.25
Lubricants, Sealants, & Paint	6WA97	Grease Gun,Pistol Type	LINCOLN	$ 17.69
Lubricants, Sealants, & Paint	6WB22	Grease Pump,50 To 1	LINCOLN	$ 1,226.41
Lubricants, Sealants, & Paint	6WB36	Electronic Lube Meter	LINCOLN	$ 259.19
Lubricants, Sealants, & Paint	6Y878	Analog Oil Meter	LINCOLN	$ 258.57
Lubricants, Sealants, & Paint	6Y888	Lever Type Grease Gun	LINCOLN	$ 20.53
Lubricants, Sealants, & Paint	6Y894	Grease Gun	LINCOLN	$ 34.69
Lubricants, Sealants, & Paint	6Y912	Digital Oil Meter,4.0 GPM,1500 PSI	LINCOLN	$ 432.51
Lubricants, Sealants, & Paint	6Y914	Grease Control	LINCOLN	$ 104.22
Lubricants, Sealants, & Paint	5TT84	Epoxy,Brushable	LOCTITE	$ 96.85
Lubricants, Sealants, & Paint	4KK76	Heavy-Duty Silicone Lub,13 oz.,Aerosol	LPS	$ 10.23
Lubricants, Sealants, & Paint	4UJ42	ThermaPlex(R)Multi-Purpose,Grease	LPS	$ 6.68
Lubricants, Sealants, & Paint	4PKY9	Cordless Grease Gun,12V,14 oz,8000 PSI	MILWAUKEE	$ 198.68
Lubricants, Sealants, & Paint	1MUC1	Multipurpose Grease,XHP 222,14.1 oz	MOBIL	$ 2.92
Lubricants, Sealants, & Paint	4ZF34	Oil,Hydraulic, 5gal	MOBIL	$ 90.64
Lubricants, Sealants, & Paint	4ZF49	Synthetic Bearing Grease,NLGI 2,12.5 Oz	MOBIL	$ 11.78
Lubricants, Sealants, & Paint	5XB54	Electric Motor Grease,14 oz,Blue	MOBIL	$ 4.39
Lubricants, Sealants, & Paint	5ZN11	Grease,2 NLGI Grade	MOBIL	$ 12.88
Lubricants, Sealants, & Paint	4UH07	Silicone,10.1 Oz,Clear	MOMENTIVE	$ 4.94
Lubricants, Sealants, & Paint	4UH12	Silicone,Clear,10.1 Oz	MOMENTIVE	$ 6.28
Lubricants, Sealants, & Paint	2W504	Duct Tape,48mm x 55m,11 mil,Silver	NASHUA	$ 3.99
Lubricants, Sealants, & Paint	5AD15	Duct Tape,48mm x 55m,10 mil,Silver	NASHUA	$ 5.97
Lubricants, Sealants, & Paint	6JD46	Duct Tape,48mm x 55m,9 mil,Silver	NASHUA	$ 2.58
Lubricants, Sealants, & Paint	4JX88	Film,Construction,6Mil,Clear	POLAR PLASTICS	$ 38.64
Lubricants, Sealants, & Paint	4JX89	Film,Construction,4Mil,Clear	POLAR PLASTICS	$ 54.83
Lubricants, Sealants, & Paint	4JX90	Film,Construction,6Mil,Clear	POLAR PLASTICS	$ 82.48
Lubricants, Sealants, & Paint	6FLZ5	Construction Film,10 x 100Ft,6Mil,Black	POLAR PLASTICS	$ 44.27
Lubricants, Sealants, & Paint	22VC31	Gaffers Tape,11.5 mil,72mm x 50m,Black	POLYKEN	$ 30.44
Lubricants, Sealants, & Paint	3NLH8	Duct Tape,48mm x 55m,7 mil,Silver	POLYKEN	$ 4.97
Lubricants, Sealants, & Paint	6EXL1	Paint Shaker,Multi-size,Electric	RED DEVIL EQUIPMENT COMPANY	$ 5,519.70
Lubricants, Sealants, & Paint	2ZLR4	V7400 Alkyd Enamel,Safety Yellow,1 gal.	RUST-OLEUM	$ 48.49
Lubricants, Sealants, & Paint	3BU10	Marking Chalk,White,17 oz.	RUST-OLEUM	$ 3.61
Lubricants, Sealants, & Paint	3BU13	Inverted Stripping Paint,White,17 oz.	RUST-OLEUM	$ 3.71
Lubricants, Sealants, & Paint	4CH80	9100 Epoxy Mastic Coating,Silver Gray,1G	RUST-OLEUM	$ 53.39
Lubricants, Sealants, & Paint	4YLD3	Truck Bed Coating,Black,Gallon	RUST-OLEUM	$ 47.05
Lubricants, Sealants, & Paint	5H902	Rust Preventative Spray Paint,Tan,15 oz.	RUST-OLEUM	$ 5.27
Lubricants, Sealants, & Paint	5H903	Rust Preventative Spray Paint,Black,15oz	RUST-OLEUM	$ 4.27
Lubricants, Sealants, & Paint	5W180	Cold Galvanizing Compound,20 oz	RUST-OLEUM	$ 6.76
Lubricants, Sealants, & Paint	6A379	Marking Wand	RUST-OLEUM	$ 31.24
Lubricants, Sealants, & Paint	6A938	Striping Paint,Yellow,18 oz.	RUST-OLEUM	$ 6.58

CATEGORY	GRAINGER MATERIAL	ITEM DESCRIPTION	BRAND NAME	2015 MEMBER PRICE
Lubricants, Sealants, & Paint	6A940	Striping Machine	RUST-OLEUM	$ 99.61
Lubricants, Sealants, & Paint	6KN88	Marking Paint,Caution Blue,17 oz.	RUST-OLEUM	$ 3.02
Lubricants, Sealants, & Paint	6KN91	Marking Paint,Fluorescent Green,17 oz.	RUST-OLEUM	$ 3.12
Lubricants, Sealants, & Paint	6KP06	Marking Paint,Fl. Orange,17 oz.	RUST-OLEUM	$ 3.46
Lubricants, Sealants, & Paint	6KP32	Marking Paint,White,17 oz.	RUST-OLEUM	$ 2.91
Lubricants, Sealants, & Paint	6KP33	Marking Paint,Caution Blue,17 oz.	RUST-OLEUM	$ 3.02
Lubricants, Sealants, & Paint	6KP34	Marking Paint,Fluorescent Green,17 oz.	RUST-OLEUM	$ 3.02
Lubricants, Sealants, & Paint	6KP40	Marking Paint,Safety Red,17 oz.	RUST-OLEUM	$ 3.02
Lubricants, Sealants, & Paint	6KP41	Marking Paint,White,17 oz.	RUST-OLEUM	$ 2.93
Lubricants, Sealants, & Paint	15F753	Double Coated Tape,3/4 In x 108 ft.	SCOTCH	$ 43.46
Lubricants, Sealants, & Paint	2A225	Electrical Tape,3/4 x 66 ft,7 mil,Black	SCOTCH	$ 4.05
Lubricants, Sealants, & Paint	2A226	Electrical Tape,3/4x20ft,7mil,Black,PK10	SCOTCH	$ 17.02
Lubricants, Sealants, & Paint	2A459	Splicing Tape,3/4 x 30 ft,30 mil,Black	SCOTCH	$ 11.30
Lubricants, Sealants, & Paint	2A460	Self-Fusing Tape,1 x 30 ft,12 mil,Gray	SCOTCH	$ 32.48
Lubricants, Sealants, & Paint	41C894	Masking Tape,Blue,2 In. x 60 Yd.	SCOTCH-BLUE	$ 9.68
Lubricants, Sealants, & Paint	24K286	Gaffers Tape,96 x 55m,12 mil,Black,PK 12	SHURTAPE	$ 631.98
Lubricants, Sealants, & Paint	6FET7	Painters Masking Tape,Blue,2 In x 60 yd	SHURTAPE	$ 8.79
Lubricants, Sealants, & Paint	3RCY6	Pick-Proof Adhesive Sealant,10.3 Oz,Clr	SUREBOND	$ 5.67
Lubricants, Sealants, & Paint	10C555	Floor Protector,10 mil,36x393	SURFACE SHIELDS	$ 274.20
Lubricants, Sealants, & Paint	15F742	Masking Tape,Beige,48mm x 55m	TARTAN	$ 3.48
Lubricants, Sealants, & Paint	1UBY7	Valvoline,Premuim Blue,15W40,1 Gal	VALVOLINE	$ 16.74
Lubricants, Sealants, & Paint	2CDU5	Lubricant,Aerosol w/Smart Straw,11oz	WD-40	$ 5.22
Lubricants, Sealants, & Paint	2NV59	Lubricant,Smart Strawz,12 oz	WD-40	$ 5.89
Lubricants, Sealants, & Paint	3UM47	Lubricant,WD 40,16 oz	WD-40	$ 5.31
Lubricants, Sealants, & Paint	4BY69	Grease Gun	WESTWARD	$ 18.56
Lubricants, Sealants, & Paint	4BY81	Grease Gun	WESTWARD	$ 31.25
Lubricants, Sealants, & Paint	3UW35	Paint Brush,3in.,10-1/4in.	WOOSTER	$ 7.27
Lubricants, Sealants, & Paint	1AJF7	Antislip Tape,Flat Black,4 In x 60 ft.	WOOSTER PRODUCTS	$ 38.32
Machining & Cutting	2W580	Glass Bead Blast Media, 5 Gal	BALLOTINI	$ 54.24
Machining & Cutting	2W765	Glass Bead Blast Media, 5 Gal	BALLOTINI	$ 54.36
Machining & Cutting	1G915	Jobber Drill Bit Set,115pc,1/16 to 1/2In	CHICAGO-LATROBE	$ 723.11
Machining & Cutting	1M469	Jobber Drill Set,29 PC,HSS,118 Deg	CHICAGO-LATROBE	$ 144.81
Machining & Cutting	1U196	Jobber Drill Set,Cobalt,29 PC	CHICAGO-LATROBE	$ 236.65
Machining & Cutting	6X001	Jobber Drill Set,29 PC,HSS,118 Deg	CLE-LINE	$ 114.38
Machining & Cutting	2F146	Oil,Cutting,12 Oz	CRC	$ 10.73
Machining & Cutting	6MVH6	Drill Sharpener V-390	DAREX	$ 1,410.15
Machining & Cutting	2LKR9	Bench Grinder,8 In,3/4 HP,115 V,7 A	DAYTON	$ 204.16
Machining & Cutting	3AA28	Dust Collector 1 Stage	DAYTON	$ 444.22
Machining & Cutting	3CXY6	ToolPost,Quick Change,CXA,14-17 In Swing	DORIAN	$ 572.10
Machining & Cutting	3CXZ1	Tool Post & Holder Set,5 PC,AXA Series	DORIAN	$ 561.96
Machining & Cutting	6YB32	Drill Bit Sharpener,115 To 140 Deg	DRILL DOCTOR	$ 174.11
Machining & Cutting	3JR97	Abrasive Blast Cabinet	ECONOLINE	$ 2,423.63
Machining & Cutting	3JR98	Abrasive Blast Cabinet	ECONOLINE	$ 5,458.05
Machining & Cutting	3Z850	Abrasive Blast Cabinet	ECONOLINE	$ 1,518.34

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CATEGORY	GRAINGER MATERIAL	ITEM DESCRIPTION	BRAND NAME	2015 MEMBER PRICE
Machining & Cutting	4NFU3	Abrasive Blast Cabinet,48x48,Siphon-Feed	ECONOLINE	$ 3,237.26
Machining & Cutting	6YY22	Dust Collector,1/2 HP	ECONOLINE	$ 1,664.84
Machining & Cutting	3KLR6	Tap/Die Set,Carbon,114 PC,#4-3/4,M3-M18	GEARWRENCH	$ 316.85
Machining & Cutting	4GB12	Drill/Tap/Countersink	GREENLEE	$ 34.78
Machining & Cutting	12G741	Press Accessory Set, 8 Pieces	HEIN-WERNER	$ 731.37
Machining & Cutting	2ETL4	Tap/Die Set,76 PC,Carbon Steel	IRWIN HANSON	$ 311.41
Machining & Cutting	2NZH3	Slotted Shim Asst,SS,A-2 X 2 In,260 PC	MAUDLIN PRODUCTS	$ 364.56
Machining & Cutting	2NZH4	Slotted Shim Asst,SS,B-3 X 3 In,260 PC	MAUDLIN PRODUCTS	$ 487.58
Machining & Cutting	2LKN4	Tap and Die Set,Carbon Steel,40 Pcs	VERMONT AMERICAN	$ 128.84
Machining & Cutting	1MZJ4	Hydraulic Shop Press,25 Ton	WESTWARD	$ 1,322.25
Machining & Cutting	1PZ38	Tap/Die Set,110 PC,HSS	WESTWARD	$ 681.04
Machining & Cutting	1PZ51	Tap/Die Set,41 Pieces	WESTWARD	$ 140.49
Machining & Cutting	4UM92	Jobber Drill Set,29 PC,HSS,118 Deg	WESTWARD	$ 94.85
Machining & Cutting	2C919	Carbide Bur Set,8 PC	WIDIA METAL REMOVAL	$ 194.77
Material Handling, Storage & Packaging	9KA99	Ergo Office Chair W/Tilt,Black,17in-22in	BEVCO	$ 219.06
Material Handling, Storage & Packaging	20G280	Yard Ramp,Cap 30,000 Lb,84 In x 36 Ft	BLUFF	$ 18,505.49
Material Handling, Storage & Packaging	5Z266	Chain,Grade 70,3/8 Size,60 ft.,6600 lb.	CM	$ 256.14
Material Handling, Storage & Packaging	1LXB2	Wire Rope Hoist w/Trolley,2000 lb.,50ft.	COFFING	$ 5,694.42
Material Handling, Storage & Packaging	5PKF7	Low Profile Hopper,2000 Lb,51 1/4x49	DAYTON	$ 782.50
Material Handling, Storage & Packaging	38R209	Portable Aerial Lift,OAL 55 In,H 42Ft,DC	GENIE	$ 10,646.10
Material Handling, Storage & Packaging	15A936	Hand Stretch Wrap,Clear,1500 ft.L,18In W	GRAINGER APPROVED VENDOR	$ 12.72
Material Handling, Storage & Packaging	2A092	Chock,Wheel,8 In D,Black	GRAINGER APPROVED VENDOR	$ 18.05
Material Handling, Storage & Packaging	4LGU6	Dock Plate,3500 lb.,36 x 48 In.	GRAINGER APPROVED VENDOR	$ 295.51
Material Handling, Storage & Packaging	7J808	Starter Cantilever Rack,1 Side,10 ft. H	GRAINGER APPROVED VENDOR	$ 1,507.40
Material Handling, Storage & Packaging	7J809	Starter Cantilever Rack,1 Side,12 ft. H	GRAINGER APPROVED VENDOR	$ 1,816.23
Material Handling, Storage & Packaging	1BLV6	Add On Shelving,87InH,36InW,24InD	HALLOWELL	$ 189.50
Material Handling, Storage & Packaging	1BTL3	Verticle Shelf Divider,D24,PK12	HALLOWELL	$ 64.10
Material Handling, Storage & Packaging	2PFT9	Wardrobe Locker,(3) Wide, (6) Openings	HALLOWELL	$ 689.36
Material Handling, Storage & Packaging	1KBC3	Welded Upright Frame,42 D x 96 H,Green	HUSKY	$ 65.41
Material Handling, Storage & Packaging	1KBD3	Welded Upright Frame,42 D x 240 H,Green	HUSKY	$ 168.97
Material Handling, Storage & Packaging	1KBD6	Pallet Rack Beam,96x2-1/2x4,Orange	HUSKY	$ 30.96
Material Handling, Storage & Packaging	1KBD7	Pallet Rack Beam,96Lx2-1/2Wx4-1/2H	HUSKY	$ 32.56
Material Handling, Storage & Packaging	1KBF4	Beam Tie,42Lx3-3/16Wx42Dx1-1/2H,Gray	HUSKY	$ 7.95
Material Handling, Storage & Packaging	5ZGH2	Standard Platform Truck,2000 lb.	JAMCO	$ 333.65
Material Handling, Storage & Packaging	4ZJ44	Wire Security Cart,900 lb.,24 In. W	METRO	$ 882.99
Material Handling, Storage & Packaging	10E132	Attached Lid Container,3.3 cu ft,Gray	ORBIS	$ 54.87
Material Handling, Storage & Packaging	3EKW1	Crane Dynamometer,15.7 In. H,Aluminum	RON CRANE SCALES	$ 4,419.87
Material Handling, Storage & Packaging	4BE64	Mobile Storage Cabinet,Dove Gray	SANDUSKY LEE	$ 532.80
Material Handling, Storage & Packaging	4TT09	Modular Drawer Cabinet,59 In. H,30 In. W	STANLEY VIDMAR	$ 1,467.57
Material Handling, Storage & Packaging	2CAE9	Pallet Rack Beam,120 Lx5 In H,Yellow,PK2	STEEL KING	$ 242.81
Material Handling, Storage & Packaging	2KGC8	Pallet Rack Upright Frame,48x48x120,Blue	STEEL KING	$ 234.23
Material Handling, Storage & Packaging	4UZ09	Storage Cabinet,12 ga.,78 In. H,48 In. W	STRONG HOLD	$ 780.52
Material Handling, Storage & Packaging	1FEN2	Outdoor Storage Shed,Extra Large	SUNCAST	$ 775.15
Material Handling, Storage & Packaging	7B475	Rack,Bulk Storage	TENNSCO	$ 214.47

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CATEGORY	GRAINGER MATERIAL	ITEM DESCRIPTION	BRAND NAME	2015 MEMBER PRICE
Material Handling, Storage & Packaging	6HCA5	Gas Cylinder Cabinet,40x28,Capacity 18	VESTIL	$ 1,186.92
Measuring Tools & Test Instruments	4JNV4	Voltage Detector,30 to 122,000VAC	AMPROBE	$ 205.28
Measuring Tools & Test Instruments	5WJ63	Pressure Gauge,0 to 300 psi,3-1/2In	ASHCROFT	$ 19.90
Measuring Tools & Test Instruments	11Y556	I7 Thermal Imager,-4 to 482F	FLIR	$ 1,693.68
Measuring Tools & Test Instruments	6FYD6	E40-NIST Thermal Imager,-4 to 1202F	FLIR	$ 3,753.73
Measuring Tools & Test Instruments	6FYE1	E40BX Thermal Imager,-4 to 248F	FLIR	$ 3,391.52
Measuring Tools & Test Instruments	11A108	Documenting Process Calibrator, HART	FLUKE	$ 5,869.25
Measuring Tools & Test Instruments	16X949	IR Therm,1 In @ 10 In Focus	FLUKE	$ 97.65
Measuring Tools & Test Instruments	1BE65	Battery Operated Megohmmeter,1000VDC	FLUKE	$ 473.70
Measuring Tools & Test Instruments	1FBK3	Power/Energy Logger,2.49MW,3000A	FLUKE	$ 3,154.70
Measuring Tools & Test Instruments	1GAH7	Digital Clamp On Ammeter,600A,9999 Ohms	FLUKE	$ 245.65
Measuring Tools & Test Instruments	1PEK9	Digital Multimeter,1000V,50 MOhms,10A	FLUKE	$ 418.15
Measuring Tools & Test Instruments	1TFW8	TI55FT Thermal Imager,-4 to +1112F	FLUKE	$ 20,216.85
Measuring Tools & Test Instruments	23NT24	Infrared Window,75mmDia,SecurityKey Door	FLUKE	$ 354.10
Measuring Tools & Test Instruments	23NT33	Thermal Imager with Wireless,320x240	FLUKE	$ 7,724.08
Measuring Tools & Test Instruments	2KU25	Voltage Detector,5 In. L,90 to 1000VAC	FLUKE	$ 27.48
Measuring Tools & Test Instruments	3MU89	Process Calibrator Multimeter	FLUKE	$ 848.78
Measuring Tools & Test Instruments	46N341	Multimeter and Clampmeter Kit	FLUKE	$ 273.70
Measuring Tools & Test Instruments	4EB18	Digital Multimeter,10A,50 MOhms,1000V	FLUKE	$ 380.54
Measuring Tools & Test Instruments	4KF17	Split Jaw Ammeter,LCD,100A	FLUKE	$ 130.60
Measuring Tools & Test Instruments	4KF19	Split Jaw Ammeter,100A	FLUKE	$ 104.62
Measuring Tools & Test Instruments	4TP97	Meter,Carbon Monoxide	FLUKE	$ 361.60
Measuring Tools & Test Instruments	5NLK8	Battery Operated Megohmmeter,5000VDC	FLUKE	$ 4,084.38
Measuring Tools & Test Instruments	5YB17	IR Therm,-25 to 999F,1 In@12 In Focus	FLUKE	$ 297.11
Measuring Tools & Test Instruments	1UG78	Buried Cable Locator	GREENLEE	$ 752.51
Measuring Tools & Test Instruments	2NRW4	Crct Breakr Findr,600VAC,Enrgzd/UnEnrgzd	GREENLEE	$ 706.41
Measuring Tools & Test Instruments	13C591	Remote Inspection Camera,3 ft. Cable	RIDGID	$ 421.63
Measuring Tools & Test Instruments	1DPH2	Underground Utility Locator	RIDGID	$ 2,177.62
Measuring Tools & Test Instruments	1DPH4	Transmitter,LED,0.128, 1,8,33 kHz	RIDGID	$ 1,687.25
Measuring Tools & Test Instruments	2YCA5	Underground Utility Locator	RIDGID	$ 2,743.07
Measuring Tools & Test Instruments	2CYL7	Digital Solar Powered Thermometer,Black	WEISS	$ 68.75
Motors & Power Transmission	10K089	Mtr,3 Ph,3 HP,1725,200-230/460V,Eff 83.1	CENTURY	$ 254.75
Motors & Power Transmission	2NFD1	HVAC Motor,115/208 to 230V,3-1/8 In. L	CENTURY	$ 86.09
Motors & Power Transmission	4MA19	Room Air Cond Mtr,Shad Pol,OAO,1050 RPM	CENTURY	$ 71.19
Motors & Power Transmission	4UE76	Motor,Split Ph,1/4 HP,1725,115V,48,ODP	CENTURY	$ 68.46
Motors & Power Transmission	4UU15	Room Air Cond Mtr,PSC,OAO,1075 RPM	CENTURY	$ 104.37
Motors & Power Transmission	4UU20	Room Air Cond Mtr,PSC,OAO,1500 RPM	CENTURY	$ 143.76
Motors & Power Transmission	5XTA0	Mtr,3ph,1/2hp,1745/1140,200-230,Eff 61.0	CENTURY	$ 252.59
Motors & Power Transmission	2L452	V-Belt,Cogged,5VX1250	DAYTON	$ 77.72
Motors & Power Transmission	2L453	V-Belt,Cogged,5VX1320	DAYTON	$ 81.92
Motors & Power Transmission	2MXW1	Mtr,3 Ph,20 HP,1765,208-230/460,Eff 93.0	DAYTON	$ 1,295.03
Motors & Power Transmission	2NKY2	GP Mtr,3 Ph,ODP,2 HP,1745rpm,143-5T/56HZ	DAYTON	$ 272.87
Motors & Power Transmission	3GXC1	V-Belt,Cogged,BX84	DAYTON	$ 31.17
Motors & Power Transmission	3K771	Motor,1/4 HP,Split Ph,1725 RPM,115 V	DAYTON	$ 61.81

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CATEGORY	GRAINGER MATERIAL	ITEM DESCRIPTION	BRAND NAME	2015 MEMBER PRICE
Motors & Power Transmission	3LU99	Condenser Fan Motor,3/4 HP,1075 rpm,60Hz	DAYTON	$ 122.77
Motors & Power Transmission	3N042	Mtr,3 Ph,3/4hp,1725,208-230/460,Eff 76.5	DAYTON	$ 167.34
Motors & Power Transmission	4GYZ3	Mtr,3 Ph,5 HP,1740,208-230/460V,Eff 89.5	DAYTON	$ 337.85
Motors & Power Transmission	4GZA4	Mtr,3 Ph,5 HP,1750,208-230/460V,Eff 89.5	DAYTON	$ 313.03
Motors & Power Transmission	4GZA7	Mtr,3 Ph,7.5hp,1755,208-230/460,Eff 91.0	DAYTON	$ 415.77
Motors & Power Transmission	4GZC4	Mtr,3 Ph,15 HP,1770,208-230/460,Eff 93.0	DAYTON	$ 722.27
Motors & Power Transmission	6A135	V-Belt,Cogged,BX85	DAYTON	$ 30.08
Motors & Power Transmission	6L287	V-Belt,Cogged,BX81	DAYTON	$ 27.83
Motors & Power Transmission	38N846	HazLoc DC Motor,1/2 HP,1750 rpm,90VDC	LEESON	$ 1,796.48
Motors & Power Transmission	44P043	Motor,3-Ph,TEFC,3 HP,1750 RPM,230/460V	MARATHON MOTORS	$ 449.98
Motors & Power Transmission	44P055	Motor,TEFC,7-1/2 HP,3552 RPM,230/460V	MARATHON MOTORS	$ 586.56
Motors & Power Transmission	44Z312	Motor,3-Ph,3 HP,1750 RPM,230/460V	MARATHON MOTORS	$ 516.69
Motors & Power Transmission	2HPP9	AC Drive,30HP,400-480V,Open Enclosure	SCHNEIDER ELECTRIC	$ 2,164.52
Motors & Power Transmission	2HPR8	AC Drive,75HP,400-480V,Open Enclosure	SCHNEIDER ELECTRIC	$ 4,678.67
Motors & Power Transmission	1XTW1	Mtr,3 Ph,3 HP,1760,208-230/460V,Eff 89.5	WEG	$ 278.33
Motors & Power Transmission	1XTW9	Mtr,3 Ph,15 HP,1775,208-230/460,Eff 93.0	WEG	$ 789.56
Motors & Power Transmission	1XTY5	Mtr,3 Ph,75 HP,1780,208-230/460,Eff 95.0	WEG	$ 2,370.39
Outdoor Equipment & Supplies	4W499	Handheld Sprayer,3 gal.,Stainless Steel	CHAPIN	$ 114.37
Outdoor Equipment & Supplies	5NY99	Instant Canopy,10 Ft. X 10 Ft.	GRAINGER APPROVED VENDOR	$ 141.48
Outdoor Equipment & Supplies	6NCK3	Portable Inverter Generator,1600W Rated	HONDA	$ 996.82
Outdoor Equipment & Supplies	6NCK5	Portable Inverter Generator,1600W Rated	HONDA	$ 1,103.49
Outdoor Equipment & Supplies	6NCK9	Portable Inverter Generator,2800W Rated	HONDA	$ 2,077.13
Outdoor Equipment & Supplies	6NCN0	Portable Inverter Generator,5500W Rated	HONDA	$ 4,015.01
Outdoor Equipment & Supplies	13V987	Kwik Cot,Black/Gray,400 lb Capacity	KAMP-RITE TENT COT INC	$ 69.15
Outdoor Equipment & Supplies	4VNG4	Kwik Cot Folding Cot	KAMP-RITE TENT COT INC	$ 55.27
Outdoor Equipment & Supplies	3WB72	Gas Pressure Washer,13HP,3000psi,3.5gpm	MI-T-M	$ 1,876.65
Outdoor Equipment & Supplies	3WB98	Rotary Surface Cleaner,28 In	MI-T-M	$ 1,139.75
Outdoor Equipment & Supplies	4HK65	Repellent,Insect,6 Oz	OFF	$ 5.17
Outdoor Equipment & Supplies	4CAD2	Broadcast Spreader,160 lb.,Knobby	SNOWEX	$ 325.16
Outdoor Equipment & Supplies	1P650	Water Hose,Rnfrcd Rubr,3/4 In ID,50 ft L	SWAN	$ 46.82
Outdoor Equipment & Supplies	1P864	Water Hose,Rnfrcd Rubr,5/8 In ID,50 ft L	SWAN	$ 31.59
Outdoor Equipment & Supplies	3ZC25	Lute,Asphalt,36In W, 72In L	TRUE TEMPER	$ 74.77
Outdoor Equipment & Supplies	1HLV3	Water Nozzle,Black/Red/ Maroon,5-1/2In L	WESTWARD	$ 12.44
Outdoor Equipment & Supplies	1WG30	Lawn Rake,Steel,54 In,24 Tines	WESTWARD	$ 11.95
Outdoor Equipment & Supplies	1WG31	Round Point Shovel,48 In.Handle,14 ga.	WESTWARD	$ 18.96
Outdoor Equipment & Supplies	1WG32	Square Point Shovel,48 In.Handle,14 ga.	WESTWARD	$ 18.24
Outdoor Equipment & Supplies	1WG35	Grain Scoop,29-1/2 In. Handle,Aluminum	WESTWARD	$ 40.38
Outdoor Equipment & Supplies	1WG36	Seal-Coated Wood Bow Rake, 3 In.Tines	WESTWARD	$ 23.92
Outdoor Equipment & Supplies	20L435	Water Hose,Rnfrcd PVC,3/4 In ID,50 ft L	WESTWARD	$ 22.20
Outdoor Equipment & Supplies	2MVR6	Wood Manure Fork,13-3/4 In	WESTWARD	$ 27.48
Outdoor Equipment & Supplies	3YU82	Round Point Shovel,48 In.Handle,14 ga.	WESTWARD	$ 25.39
Outdoor Equipment & Supplies	3YU83	Square Point Shovel,47-1/2 In. Handle	WESTWARD	$ 25.30
Outdoor Equipment & Supplies	3HVA2	Conc. Weed Killer and Soil Sterilant, 1G	ZEP PROFESSIONAL	$ 42.65
Personal Protective Equipment	4DA54	Battery Pack,Lithium	3M	$ 246.28

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CATEGORY	GRAINGER MATERIAL	ITEM DESCRIPTION	BRAND NAME	2015 MEMBER PRICE
Personal Protective Equipment	4JF99	Disposable Respirator,N95,Pk 10	3M	$ 15.57
Personal Protective Equipment	5VD48	Flat Fold Healthcare Respirator,N95,PK20	3M	$ 18.12
Personal Protective Equipment	4T415	Coated Gloves,XL,Yellow,PR	ANSELL	$ 3.30
Personal Protective Equipment	4XT04	Disposable Gloves,Latex,L,Natural,PK100	ANSELL	$ 7.06
Personal Protective Equipment	4XT05	Disposable Gloves,Latex,XL,Natural,PK100	ANSELL	$ 12.41
Personal Protective Equipment	5AZ80	Chemical Resistant Glove,14" L,Sz 10,PR	ANSELL	$ 6.14
Personal Protective Equipment	4JU93	Coated Gloves,L,Black/Gray,PR	ANSELL	$ 2.00
Personal Protective Equipment	1RL38	Chemical Resistant Glove,17 mil,Sz 10,PR	ANSELL	$ 0.57
Personal Protective Equipment	33X181	Mask Kit,Twin Port,Rubber,PU Lens,L	AVON PROTECTION SYSTEMS	$ 447.84
Personal Protective Equipment	33X182	Mask Kit,Twin Port,Rubber,PU Lens,M	AVON PROTECTION SYSTEMS	$ 447.83
Personal Protective Equipment	33X183	Mask Kit,Twin Port,Rubber,PU Lens,S	AVON PROTECTION SYSTEMS	$ 447.84
Personal Protective Equipment	1AV08	Jersey Gloves,Poly/Cotton, L,Brown,PR	CONDOR	$ 0.42
Personal Protective Equipment	3ZL49	Leather Drivers Gloves,Cowhide,XL,PR	CONDOR	$ 5.45
Personal Protective Equipment	3ZL50	Leather Drivers Gloves,Cowhide,L,PR	CONDOR	$ 5.45
Personal Protective Equipment	3ZL53	Leather Gloves,Patch Palm,L,PR	CONDOR	$ 1.47
Personal Protective Equipment	1VW15	Safety Glasses,Clear,Uncoated	CONDOR	$ 1.13
Personal Protective Equipment	5JK50	Knit Glove,Poly/Cotton,Men's L,PR	CONDOR	$ 0.39
Personal Protective Equipment	5T257	Boot,Hip,Sz 11,Pr	GRAINGER APPROVED VENDOR	$ 63.97
Personal Protective Equipment	5T258	Boot,Hip,Sz 12,Pr	GRAINGER APPROVED VENDOR	$ 63.97
Personal Protective Equipment	5T259	Boot,Hip,Sz 13,Pr	GRAINGER APPROVED VENDOR	$ 63.97
Personal Protective Equipment	2UYF4	Safety Glasses,Smoke Mirror	JACKSON SAFETY	$ 2.92
Personal Protective Equipment	2ELF8	Leather Gloves,Split/Double,L,PR	MEMPHIS GLOVE	$ 3.74
Personal Protective Equipment	2TEN1	Disposable Gloves,Latex,L,Blue,PK50	MICROFLEX	$ 18.42
Personal Protective Equipment	3NEZ1	Disposable Gloves,Nitrile,L,Black,PK100	MICROFLEX	$ 16.01
Personal Protective Equipment	3NEZ2	Disposable Gloves,Nitrile,M,Black,PK100	MICROFLEX	$ 16.01
Personal Protective Equipment	3NEZ4	Disposable Gloves,Nitrile,XL,Black,PK100	MICROFLEX	$ 16.01
Personal Protective Equipment	3RRK4	Disposable Gloves,Nitrile,L,Blue,PK50	MICROFLEX	$ 12.75
Personal Protective Equipment	3RRK7	Disposable Gloves,Nitrile,XL,Blue,PK50	MICROFLEX	$ 12.75
Personal Protective Equipment	4DA79	MSA Millennium(TM) CBRN Mask,S	MSA	$ 309.09
Personal Protective Equipment	4DA80	MSA Millennium(TM) CBRN Mask,M	MSA	$ 330.52
Personal Protective Equipment	4DA81	MSA Millennium(TM) CBRN Mask,L	MSA	$ 308.85
Personal Protective Equipment	4DA82	Canister	MSA	$ 41.08
Personal Protective Equipment	4CJL5	Coated Gloves,L,Black/Gray,PR	P.I.P.	$ 4.48
Personal Protective Equipment	4CJL6	Coated Gloves,XL,Black/Gray,PR	P.I.P.	$ 4.48
Personal Protective Equipment	1PFN1	Disposable Gloves,Nitrile,L,Blue,PK100	SHOWA BEST	$ 7.57
Personal Protective Equipment	1PFN2	Disposable Gloves,Nitrile,XL,Blue,PK100	SHOWA BEST	$ 7.60
Personal Protective Equipment	5AL51	Coated Gloves,L,Yellow,PR	SHOWA BEST	$ 1.93
Pnuematics	2G519	Valve,Manual,1/4 In	ARO	$ 105.05
Pnuematics	5FYD6	Hose Reel,Hand Crank,3/4 In ID x 100 Ft	COXREELS	$ 344.10
Pnuematics	4YLN6	Suction/Discharge Hose,1 1/2 In x 20 Ft	GOODYEAR ENGINEERED PRODUCTS	$ 177.49
Pnuematics	4YLN7	Suction/Discharge Hose,2 In x 20 Ft	GOODYEAR ENGINEERED PRODUCTS	$ 211.07
Pnuematics	1ZMU2	Discharge Hose,4 In IDx50 Ft,125 PSI Max	GRAINGER APPROVED VENDOR	$ 298.21
Pnuematics	3YA43	Refrigerated Air Dryer	HANKISON	$ 607.61
Pnuematics	1NPL5	Rotary Screw Air Compressor,50 HP,460V	INGERSOLL-RAND	$ 16,115.17

CATEGORY	GRAINGER MATERIAL	ITEM DESCRIPTION	BRAND NAME	2015 MEMBER PRICE
Pnuematics	1UMK6	Air Impact Wrench,1/2 In. Dr.,9800 rpm	INGERSOLL-RAND	$ 319.16
Pnuematics	2YY83	Compressor Oil,1L	INGERSOLL-RAND	$ 16.79
Pnuematics	3JF01	Air Paving Breaker,1250 BPM,70.0 CFM	INGERSOLL-RAND	$ 1,071.32
Pnuematics	4L977	Electric Air Compressor,2 Stage,5 HP	INGERSOLL-RAND	$ 1,195.42
Pnuematics	4R774	Electric Air Compressor,2 Stage,15 HP	INGERSOLL-RAND	$ 3,842.03
Pnuematics	4R778	Electric Air Compressor,2 Stage,15 HP	INGERSOLL-RAND	$ 4,523.15
Pnuematics	5LA70	Air Impact Wrench,1 In. Dr.,5000 rpm	INGERSOLL-RAND	$ 606.97
Pnuematics	6WA84	Stationary Air Compressor,13 HP,24 cfm	INGERSOLL-RAND	$ 2,530.23
Pnuematics	4HK89	Hose Reel,Industrial,3/8 In.,50 ft. L	REELCRAFT	$ 170.54
Pnuematics	13G706	Electric Air Compressor,2 Stage,17.3 cfm	SPEEDAIRE	$ 1,955.23
Pnuematics	1VN93	Compressor,Air,6.5 HP	SPEEDAIRE	$ 737.35
Pnuematics	1WD46	Electric Air Compressor,2 Stage,34.6 cfm	SPEEDAIRE	$ 3,972.51
Pnuematics	1WD48	Electric Air Compressor,2 Stage,46.2 cfm	SPEEDAIRE	$ 4,921.02
Pnuematics	1WD55	Electric Air Compressor,2 Stage,17.3 cfm	SPEEDAIRE	$ 1,606.82
Pnuematics	4LW38	Stationary Air Compressor,13 HP,Honda	SPEEDAIRE	$ 2,178.19
Pnuematics	4TW29	Air Compressor,2.0 HP,120/240V,135 psi	SPEEDAIRE	$ 397.95
Pnuematics	4ZL78	Lubricator,1/4 In	SPEEDAIRE	$ 58.39
Pnuematics	5F564	Stationary Air Compressor,13 HP,Kohler	SPEEDAIRE	$ 2,109.04
Pnuematics	5Z697	Electric Air Compressor,3/4 HP	SPEEDAIRE	$ 1,563.16
Pnuematics	5Z700	Electric Air Compressor,1-1/2 HP	SPEEDAIRE	$ 3,459.56
Pnuematics	5Z702	Electric Air Compressor,3 HP	SPEEDAIRE	$ 3,918.14
Pnuematics	6Z788	Multipurpose Air Hose,3/8 In.,50 ft. L	SPEEDAIRE	$ 43.65
Pnuematics	5Z350	Piston Air Compressor/Vacuum Pump,1/3HP	THOMAS	$ 518.07
Police, Fire, EMS Equipment & Supplies	14D759	Rapid Assault Shirt,Black,L	5.11 TACTICAL	$ 41.38
Police, Fire, EMS Equipment & Supplies	14D762	Rapid Assault Shirt,Black,XL	5.11 TACTICAL	$ 41.39
Police, Fire, EMS Equipment & Supplies	21V933	Bag,Briefcase,16.5x12.5x5.5 In,6 Pkt	5.11 TACTICAL	$ 68.46
Police, Fire, EMS Equipment & Supplies	21V948	Rush 12 Backpack,18x11x18 In,10 Pkt	5.11 TACTICAL	$ 68.64
Police, Fire, EMS Equipment & Supplies	21V970	Backpack,Rush 72,Sandstone	5.11 TACTICAL	$ 114.96
Police, Fire, EMS Equipment & Supplies	6UVR2	5 in 1 Jacket,Dark Navy,XL	5.11 TACTICAL	$ 165.71
Police, Fire, EMS Equipment & Supplies	6UXD5	Men's Tactical Pant,Coyote,34 to 35"	5.11 TACTICAL	$ 34.29
Police, Fire, EMS Equipment & Supplies	6VJD1	Responder Hi-Vis Parka,Royal Blue,XL	5.11 TACTICAL	$ 204.79
Police, Fire, EMS Equipment & Supplies	6VJD2	Responder Hi-Vis Parka,Royal Blue,2XL	5.11 TACTICAL	$ 204.82
Police, Fire, EMS Equipment & Supplies	6VJG7	Rush 72 Backpack	5.11 TACTICAL	$ 115.15
Police, Fire, EMS Equipment & Supplies	6YKR4	Taclite Pro Pant,Mens,Coyote,34x32	5.11 TACTICAL	$ 34.22
Police, Fire, EMS Equipment & Supplies	39H970	Binoculars,Black,Mag 8 X	BARSKA	$ 61.38
Police, Fire, EMS Equipment & Supplies	11Z736	Gas Mask Pouch,Black	BLACKHAWK	$ 39.62
Police, Fire, EMS Equipment & Supplies	6TTL8	Padded Duty Belt.Waist 38 to 42	BLACKHAWK	$ 22.52
Police, Fire, EMS Equipment & Supplies	6TTN1	Padded Duty Belt.Waist 44 to 48	BLACKHAWK	$ 22.53
Police, Fire, EMS Equipment & Supplies	6YLZ9	Serpa Duty Holster,Right,Taser X-26	BLACKHAWK	$ 37.04
Police, Fire, EMS Equipment & Supplies	6YML9	Double Cuff Case	BLACKHAWK	$ 13.39
Police, Fire, EMS Equipment & Supplies	6YMN0	Single Cuff Case	BLACKHAWK	$ 10.96
Police, Fire, EMS Equipment & Supplies	14F248	Binocular,Legend,Magnification 10 x 26	BUSHNELL	$ 103.28
Police, Fire, EMS Equipment & Supplies	35R803	Binocular,12 x 50	BUSHNELL	$ 54.85
Police, Fire, EMS Equipment & Supplies	6CJG3	Binocular,Waterproof,Roof Prism,8x32	BUSHNELL	$ 80.85

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CATEGORY	GRAINGER MATERIAL	ITEM DESCRIPTION	BRAND NAME	2015 MEMBER PRICE
Police, Fire, EMS Equipment & Supplies	3YMK2	Evidence Bag,Dual Sided,8 x 5 In,PK 100	CORTECH	$ 42.98
Police, Fire, EMS Equipment & Supplies	3YMK3	Evidence Bag,Dual Sided,12 x 9 In,PK 100	CORTECH	$ 50.95
Police, Fire, EMS Equipment & Supplies	6UYZ8	Upper Body and Shoulder Protector, M	DAMASCUS	$ 78.73
Police, Fire, EMS Equipment & Supplies	6UYZ9	Upper Body and Shoulder Protector, L	DAMASCUS	$ 78.73
Police, Fire, EMS Equipment & Supplies	6UZA0	Upper Body and Shoulder Protector, XL	DAMASCUS	$ 78.73
Police, Fire, EMS Equipment & Supplies	33G958	MOLLE Pckt,Sngl Frag Grenade,Black	GH ARMOR SYSTEMS	$ 8.64
Police, Fire, EMS Equipment & Supplies	13U675	Cutter,Forcible Entry,Hydraulic	HURST JAWS OF LIFE	$ 10,192.12
Police, Fire, EMS Equipment & Supplies	13U677	Spreader,Forcible Entry,Hydraulic	HURST JAWS OF LIFE	$ 10,736.36
Police, Fire, EMS Equipment & Supplies	2UY34	Binoculars,Compactw/Digital Camera,8x32	NORTHWEST	$ 126.76
Police, Fire, EMS Equipment & Supplies	5CFN9	Monocular,Spotting Scope	NORTHWEST	$ 242.74
Police, Fire, EMS Equipment & Supplies	8NU60	Tactical Gear Bag,12Wx34L	TEXSPORT	$ 31.69
Pumps & Plumbing Supplies	1KAA3	Water Diaphragm Assembly	ACORN	$ 12.92
Pumps & Plumbing Supplies	1KAA5	Metering Servomotor Assembly w/ Seat	ACORN	$ 92.24
Pumps & Plumbing Supplies	2EWA3	Strainer Check Stop Assembly	ACORN	$ 111.85
Pumps & Plumbing Supplies	1KAA1	Water Cooler,Wall Mount,8 gph,120VAC	ACORN AQUA	$ 1,418.83
Pumps & Plumbing Supplies	3FPY4	Double Diaphragm Pump,Air Operated,3 In.	ARO	$ 2,650.67
Pumps & Plumbing Supplies	5VD15	Pump,Sump	ARO	$ 2,087.83
Pumps & Plumbing Supplies	45A109	Oil Transfer Pump,1.5 HP,110/220V,40 GPM	BLADE MASTER	$ 5,071.86
Pumps & Plumbing Supplies	45A114	Oil Transfer Pump,1.5 HP,110/220V,40 GPM	BLADE MASTER	$ 10,146.52
Pumps & Plumbing Supplies	12F735	Oil Transfer Pump,Electric,1/2 HP,115V	DAYTON	$ 415.81
Pumps & Plumbing Supplies	1DLP4	Pump, Drum,1 HP,Voltage @ 60 Hz 110	DAYTON	$ 873.03
Pumps & Plumbing Supplies	2JGA7	Submersible Sewage Pump,1 HP	DAYTON	$ 584.59
Pumps & Plumbing Supplies	3BB83	Pump,Effluent,1/2hp	DAYTON	$ 538.98
Pumps & Plumbing Supplies	3BB88	Submersible Sewage Pump,1/2 HP	DAYTON	$ 395.11
Pumps & Plumbing Supplies	4HU70	Pump,Effluent,1/2hp	DAYTON	$ 301.95
Pumps & Plumbing Supplies	5RWG4	Pump, Fountain, 1 HP	DAYTON	$ 941.81
Pumps & Plumbing Supplies	5RZP1	Submersible Sewage Pump,5 HP,3Ph,480 VAC	DAYTON	$ 2,177.66
Pumps & Plumbing Supplies	11U265	Filter Cartridge,Water Cooler,1.5 GPM	ELKAY	$ 85.44
Pumps & Plumbing Supplies	1MCE5	Water Cooler,Wall Mount,7.6 GPH	ELKAY	$ 528.20
Pumps & Plumbing Supplies	1PTJ5	Remote Water Chiller,8 GPH	ELKAY	$ 519.29
Pumps & Plumbing Supplies	1PX54	Water Cooler,8 Gph	ELKAY	$ 427.05
Pumps & Plumbing Supplies	6XUY3	Bottle Filling Station,Single,8GPH,ADA	ELKAY	$ 926.28
Pumps & Plumbing Supplies	5WFE8	Filter Cartridge,Ice Machine,0.5 Micron	EVERPURE	$ 67.67
Pumps & Plumbing Supplies	1P894	Fuel Transfer Pump,1/4 HP,12VDC,15 GPM	FILL-RITE	$ 335.28
Pumps & Plumbing Supplies	12U438	Ultrasonic Level Transmitter,18.0 Ft	FLOWLINE	$ 516.87
Pumps & Plumbing Supplies	6YZE9	Pump Hose Kit,Quick Coupling,3 In ID	GOODYEAR ENGINEERED PRODUCTS	$ 299.14
Pumps & Plumbing Supplies	4NE73	Submersible Sewage Pump,1HP,460V,29ft	GOULDS WATER TECHNOLOGY	$ 835.84
Pumps & Plumbing Supplies	3DVX9	Butterfly Valve,Grooved,4 In,Iron	GRUVLOK	$ 330.05
Pumps & Plumbing Supplies	1CVX1	Water Cooler,8 GPH,Wall Mount,ADA	HALSEY TAYLOR	$ 457.20
Pumps & Plumbing Supplies	6DLY5	Engine Driven Trash Pump, 242 cc	HONDA	$ 1,618.33
Pumps & Plumbing Supplies	2ELE7	Baby Changing Station,Horizontal, SS	KOALA KARE PRODUCTS	$ 2,600.00
Pumps & Plumbing Supplies	2P352	Pump,Sump,1/6 HP	LITTLE GIANT	$ 57.94
Pumps & Plumbing Supplies	3UK60	Solenoid Valve,2/2,1 In,NC,120V,Brass	RED HAT	$ 178.33
Pumps & Plumbing Supplies	3CFH3	Commercial Water Heater,120 gal.,208VAC	RHEEM-RUUD	$ 2,288.67

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CATEGORY	GRAINGER MATERIAL	ITEM DESCRIPTION	BRAND NAME	2015 MEMBER PRICE
Pumps & Plumbing Supplies	3CFH6	Commercial Water Heater,120 gal.,480VAC	RHEEM-RUUD	$ 3,567.28
Pumps & Plumbing Supplies	6E747	Commercial Water Heater,120 gal.,480VAC	RHEEM-RUUD	$ 2,805.58
Pumps & Plumbing Supplies	6UT17	Commercial Water Heater,80 gal.,480VAC	RHEEM-RUUD	$ 1,231.67
Pumps & Plumbing Supplies	4NX11	Pump,Bilge,12 Vdc	RULE	$ 121.06
Pumps & Plumbing Supplies	4UN19	Pump,Diaphragm,12 Vdc	SHURFLO	$ 145.10
Pumps & Plumbing Supplies	2VED5	Automatic Flush Valve,Toilet,1.28 gpf	SLOAN	$ 376.39
Pumps & Plumbing Supplies	2XJ96	Diaphragm,Black Rubber	SLOAN	$ 4.73
Pumps & Plumbing Supplies	2XU10	White Relief Valve,Toilets	SLOAN	$ 5.02
Pumps & Plumbing Supplies	2XU12	Inside Cover,Plastic	SLOAN	$ 6.00
Pumps & Plumbing Supplies	2XU17	Electronic Module,Toilets	SLOAN	$ 130.56
Pumps & Plumbing Supplies	2XU24	Sensor Repair Kit,Urinals	SLOAN	$ 166.66
Pumps & Plumbing Supplies	2XU25	Sensor Repair Kit,Toilets	SLOAN	$ 166.66
Pumps & Plumbing Supplies	2XU31	Control Stop Repair Kit,1 In	SLOAN	$ 8.60
Pumps & Plumbing Supplies	2XU56	Actuator Cartridge Assembly	SLOAN	$ 20.56
Pumps & Plumbing Supplies	4LW51	Repair Kit,Toilet,1.6 GPF	SLOAN	$ 19.46
Pumps & Plumbing Supplies	5P213	Repair Kit,Toilet,3.5 GPF	SLOAN	$ 14.07
Pumps & Plumbing Supplies	4NA11	Metering Pump, 5 GPD, 100 PSI	STENNER	$ 406.69
Pumps & Plumbing Supplies	4NA15	Metering Pump, 85 GPD, 25 PSI	STENNER	$ 400.02
Pumps & Plumbing Supplies	4NA19	Metering Pump, 40 GPD, 100 PSI	STENNER	$ 703.20
Pumps & Plumbing Supplies	38H468	Submersible Dewatering Pump,1 HP,115V	TSURUMI	$ 615.12
Pumps & Plumbing Supplies	6WY63	Pump,Submersible,12VDC	WARREN-RUPP	$ 1,080.76
Pumps & Plumbing Supplies	19T426	Sump Pump,1HP,1-1/2In NPT,50ft Max,PP	ZOELLER	$ 502.83
Pumps & Plumbing Supplies	2P547	Sump Pump,3/10HP,1-1/2In NPT,19ft Max,CI	ZOELLER	$ 122.43
Pumps & Plumbing Supplies	2P550	Sump Pump,1/2 HP,1-1/2In NPT,23ft Max,CI	ZOELLER	$ 178.59
Pumps & Plumbing Supplies	2P552	Submersible Sewage Pump,.5HP,115V,21.5ft	ZOELLER	$ 378.97
Pumps & Plumbing Supplies	4NW01	Sump Pump,1 HP,1-1/2In NPT,50ft Max,CI	ZOELLER	$ 434.76
Safety & Security Supplies	5PB36	Fire Barrier Self-Locking Pillow,9 In.	3M	$ 25.64
Safety & Security Supplies	2FTP4	Smoke and Carbon Monoxide Alarm	BRK	$ 53.84
Safety & Security Supplies	5KCY4	Carbon Monoxide Alarm,Electrochemical,9V	BRK	$ 23.71
Safety & Security Supplies	9CYC1	Spring Lock Seal,Plastic,Red,PK 100	BROOKS	$ 13.37
Safety & Security Supplies	13P893	Traffic Barrel,HDPE,41-1/2 In. H	CORTINA	$ 43.02
Safety & Security Supplies	1EKU4	Nonspike Safety Flares,20 min.,PK 72	CORTINA	$ 137.96
Safety & Security Supplies	26K984	Delineator Post,White,HDPE,36 In	CORTINA	$ 44.05
Safety & Security Supplies	5MNZ2	Complete Confined Space Rescue System	DBI-SALA	$ 2,444.46
Safety & Security Supplies	3KN29	Drum Spill Cntnmnt Pallet,4 Drum,8k lb.	EAGLE	$ 262.94
Safety & Security Supplies	4TXY3	Proximity Card,Pk 100	ESSEX	$ 378.30
Safety & Security Supplies	2LBB4	Stair Chair,500 lb. Cap.,White	FERNO	$ 2,349.60
Safety & Security Supplies	1ZTA2	Ground Search Metal Detector,Plastic	GARRETT METAL DETECTORS	$ 250.36
Safety & Security Supplies	3AM69	Sports Drink Mix,Riptide Rush	GATORADE	$ 4.31
Safety & Security Supplies	3AP83	Sports Drink Mix,Fruit Punch	GATORADE	$ 3.45
Safety & Security Supplies	5T406	Sports Drink Mix,Orange	GATORADE	$ 4.31
Safety & Security Supplies	5T405	Sports Drink Mix,Lemon-Lime	GATORADE	$ 3.45
Safety & Security Supplies	1AZ97	Sports Drink Mix,Glacier Freeze	GATORADE	$ 3.45
Safety & Security Supplies	6FHA1	Traffic Cone,28In,Fluorescent Red/Orange	GRAINGER APPROVED VENDOR	$ 15.29

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CATEGORY	GRAINGER MATERIAL	ITEM DESCRIPTION	BRAND NAME	2015 MEMBER PRICE
Safety & Security Supplies	3ZC45	Beverage Cooler,3 gal.,Yellow	IGLOO	$ 26.06
Safety & Security Supplies	5DDA9	Beverage Cooler,5 gal.,Yellow	IGLOO	$ 26.29
Safety & Security Supplies	6YG04	Beverage Cooler,2 gal.,Yellow	IGLOO	$ 19.31
Safety & Security Supplies	19T280	Flammable Safety Cabinet,28 Gal.,Yellow	JAMCO	$ 566.34
Safety & Security Supplies	5U742	Lock,Combination	KABA	$ 369.06
Safety & Security Supplies	1PGP7	Key Reel,48 In,Kevlar Cord,Belt Clip	KEY-BAK	$ 15.49
Safety & Security Supplies	5MPL7	Smoke Alarm,Ionization, Photoelectric,9V	KIDDE	$ 32.36
Safety & Security Supplies	6AJW7	Fire Extingshr,Dry Chemical,ABC,1A:10B:C	KIDDE	$ 25.16
Safety & Security Supplies	1HVL7	Proximity Access Lock,Chrome,Lever	LOCDOWN	$ 937.10
Safety & Security Supplies	1HVL8	Proximity Access Lock,Chrome,Lever	LOCDOWN	$ 977.02
Safety & Security Supplies	1A376	Padlock,KD,3/4 In H,4 Pin,Steel	MASTER LOCK	$ 7.62
Safety & Security Supplies	1A445	Padlock,KA,15/16 In H,4 Pin,Steel	MASTER LOCK	$ 9.54
Safety & Security Supplies	1D573	Padlock,Combination	MASTER LOCK	$ 4.84
Safety & Security Supplies	1U172	Padlock,Combination	MASTER LOCK	$ 17.43
Safety & Security Supplies	1U173	Padlock,Combination	MASTER LOCK	$ 19.12
Safety & Security Supplies	3HUC6	Padlock,KA,5/8 to 2 In H,Steel	MASTER LOCK	$ 7.59
Safety & Security Supplies	3HUJ4	Padlock,KA,2-1/2 In H,4 Pin,Steel,PK 3	MASTER LOCK	$ 26.12
Safety & Security Supplies	3LXU8	Padlock,KA,13/16 In H,Brass	MASTER LOCK	$ 5.16
Safety & Security Supplies	3T984	Padlock,KA,2-1/2 In H,4 Pin,Steel	MASTER LOCK	$ 9.97
Safety & Security Supplies	3UU68	Lock,Cable	MASTER LOCK	$ 23.41
Safety & Security Supplies	3AY80	Headset,Lightweight	MOTOROLA	$ 25.94
Safety & Security Supplies	5EMR3	Multi-Gas Detector,4 Gas,-4 to 122F,LCD	MSA	$ 820.21
Safety & Security Supplies	6RRA0	Multi-Gas Detector,4 Gas,-4 to 122F,LCD	MSA	$ 1,942.85
Safety & Security Supplies	5UYA9	Rescue Kit,Thrw Stick,Belt-Pack,Thrw Bag	MUSTANG SURVIVAL	$ 396.16
Safety & Security Supplies	3JJC6	Floor Stop Bollard,Yellow,36x5	NO BRAND NAME ASSIGNED	$ 112.60
Safety & Security Supplies	38X967	Articulating TV Arm,37-60 in,Wall,Black	PEERLESS	$ 323.79
Safety & Security Supplies	3RTV3	EMS Case,Orange,18.50 x 14.06 x 6.93 In	PELICAN	$ 188.45
Safety & Security Supplies	6T308	Door Release	RIXSON	$ 137.77
Safety & Security Supplies	5KZU9	Electromagnetic Lock	SECURITRON	$ 299.96
Safety & Security Supplies	1ZMC1	Indoor Color Camera,IR Dome	SPECO TECHNOLOGIES	$ 119.60
Safety & Security Supplies	3XHT2	Economy Post,PVC,Post Finish Black	TENSABARRIER	$ 92.49
Safety & Security Supplies	3YHL7	Indoor Post,Double Belt,Polished Chrome	TENSABARRIER	$ 224.00
Safety & Security Supplies	6NW01	Indoor Post,Black/White	TENSABARRIER	$ 138.96
Safety & Security Supplies	11Z089	Floor Marking Tape,Roll,2In W,100 ft. L	TOUGHSTRIPE	$ 39.45
Safety & Security Supplies	1HWL2	Exit Trim Add On,Chrome,Lever,12 Button	TRILOGY BY ALARM LOCK	$ 868.59
Safety & Security Supplies	2YJT1	Pull Tight Seal,12 x 43/64 In,HDPE,PK 50	TYDENBROOKS	$ 8.93
Safety & Security Supplies	20V767	Waterproof Two Way Radio,FRS/GMRS,PK 2	UNIDEN	$ 82.12
Safety & Security Supplies	1YNR7	Defibrillator,33-1/2 In. L,11-1/2 In. H	ZOLL	$ 1,702.19
Tools	44A877	Duffel Bag,Large,Water Resistant,Black	ARSENAL	$ 139.58
Tools	1ELK5	Magnetic Locator W/Power Line Indicator	CST/BERGER	$ 664.29
Tools	3XA25	Locator,Magnetic	CST/BERGER	$ 590.88
Tools	1VK69	Battery Pack,24V,NiCd,1.9A/hr.	DEWALT	$ 134.57
Tools	2AEU6	Cordless Drill/Driver Kit,18.0V,1/2 In.	DEWALT	$ 188.59
Tools	2AEW6	Battery Pack,18V,Li-Ion,2.2A/hr.	DEWALT	$ 120.80

Pricing valid January 1, 2015 through December 31, 2015

CATEGORY	GRAINGER MATERIAL	ITEM DESCRIPTION	BRAND NAME	2015 MEMBER PRICE
Tools	6VEE3	Battery Pack,18V,NiCd,2.2A/hr.,PK 2	DEWALT	$ 127.62
Tools	6HD44	Abrsv Cut Whl,4-1/2 Dx0.045In T,7/8In AH	DEWALT	$ 0.86
Tools	1FEH2	Truck/Van Storage Drawer,48 Lx48 Wx13 H	JOBOX	$ 1,223.86
Tools	1MCE8	Jobsite Chest,48x24x27-3/4 In,Brown	JOBOX	$ 462.30
Tools	1MCF2	Jobsite Chest,72x24x27-3/4 In,Brown	JOBOX	$ 655.32
Tools	2VUY2	Jobsite Cabinet,60-1/8x30-1/4x60-3/4 In	JOBOX	$ 2,575.34
Tools	2UJY6	Measuring Wheel,3 Ft,Spoked,10000Ft	KESON	$ 60.84
Tools	2VZC1	Electricians Tool Set,Journyman,41-Piece	KLEIN TOOLS	$ 773.37
Tools	5AB52	Battery Pack,28V,Li-Ion,3A/hr.	MILWAUKEE	$ 136.59
Tools	42W882	Jointer, 3 HP,3/4 In	POWERMATIC	$ 6,805.33
Tools	19C273	Rolling Cabinet,57 x 25 x 43 In,Black	PROTO	$ 3,282.99
Tools	1EZ18	Sectional Drain Cleaning Machine, 3/4 HP	RIDGID	$ 2,504.75
Tools	22XH23	Pressing Tool,1/2 to 2 In,18 Volts	RIDGID	$ 2,893.47
Tools	3Z748	Sectional Drain Cleaning Machine, 1/6 HP	RIDGID	$ 2,501.61
Tools	4Z249	Sectional Drain Cleaning Machine, 1/6 HP	RIDGID	$ 1,294.40
Tools	6YJ42	Pipe Superfreeze Unit	RIDGID	$ 2,785.95
Tools	2FDB7	Mobile Tool Chest,Rolling,50 Gallon	STANLEY	$ 77.43
Tools	5C949	Utility Blades,Heavy Duty,2 7/16 L,PK 5	STANLEY	$ 0.61
Tools	3VB10	Tool Set,Master,396pc	WESTWARD	$ 829.52
Tools	4PM18	Socket and Wrench Set,1/4",3/8",1/2" dr.	WESTWARD	$ 91.18
Welding	33V968	Self-Igniting Torch Kit 2-Piece	BERNZOMATIC	$ 29.66
Welding	33V971	Pencil Flame Torch Kit 7-Piece	BERNZOMATIC	$ 34.06
Welding	4NE96	Torch,Brazing	BERNZOMATIC	$ 54.63
Welding	5JC04	Duster,Economical,10oz	CHEMTRONICS	$ 13.36
Welding	3THF8	Brazing Rod,1/8x20,1190-1480 F,PK 7	HARRIS	$ 67.02
Welding	13Z853	Welder 145A DC,Generator,4500W,10 HP	HOBART	$ 1,955.02
Welding	12C101	.035, Innershield NR-211-MP, 10 lb. Spl.	LINCOLN ELECTRIC	$ 60.06
Welding	16A175	Bobcat 250 (kohler)	MILLER ELECTRIC	$ 4,260.39
Welding	19E308	Spectrum 375,20ft XT30C Torch	MILLER ELECTRIC	$ 1,310.62
Welding	2RTZ9	DC Stick Welder,Output 20-150A,OCV 15	MILLER ELECTRIC	$ 1,012.05
Welding	34C380	Welding Helmet,Digital Elite,Black	MILLER ELECTRIC	$ 284.01
Welding	4YPL6	MIG Welder,208/230V,OCV 34.5,1 Ph,1 Rack	MILLER ELECTRIC	$ 1,953.18
Welding	4YPL7	MIG Welder,208/230V,OCV 34.5,1 Ph,2 Rack	MILLER ELECTRIC	$ 2,867.42
Welding	5GVY8	Millermatic 140 Auto-Set (Machine)	MILLER ELECTRIC	$ 796.29
Welding	5GVZ1	Millermatic 211,Auto-Set w/ MVP and rack	MILLER ELECTRIC	$ 1,288.40
Welding	5GWF4	Arc Welders,Tweco, 208-230/400-460V	MILLER ELECTRIC	$ 2,299.50
Welding	5GWH3	TIG Welder,DC,120-230,1 PH,5-150A	MILLER ELECTRIC	$ 1,581.41
Welding	5GWP0	TIG Welder,DC,230-460,1 Or 3 PH,10-400A	MILLER ELECTRIC	$ 12,413.50
Welding	6DLX2	AC/DC,TIG Welder,150A at 16V,OVC 80	MILLER ELECTRIC	$ 2,051.26
Welding	3ELA8	Regulator,1 Stage,0-100 PSI,Corrosive	MILLER-SMITH	$ 651.77
Welding	5YAJ2	Fume Extractor,750 CFM,Portable	ROBOVENT	$ 3,636.44
Welding	3KNR2	WELDING BLANKET 6 FT WX10 FT L OLVG	STEINER	$ 61.02
Welding	5ECE2	Welding/Cutting Kit,O2/Acetylene,15-510	VICTOR	$ 745.19
Welding	5ECE4	Welding/Cutting Kit,O2/Acetylene,15-510	VICTOR	$ 932.02

Pricing valid January 1, 2015 through December 31, 2015

CATEGORY	GRAINGER MATERIAL	ITEM DESCRIPTION	BRAND NAME	2015 MEMBER PRICE
Welding	5KJ43	Handle,Torch	VICTOR	$ 264.62
Welding	4Z764	Gun,Soldering,260 W	WELLER	$ 89.22
Welding	2UPW7	Welding Positioner,Vertical Load 90 lbs	WESTWARD	$ 1,458.41
Welding	1UYG8	Plumbing Solder,Dia 0.118 In,1lb	WORTHINGTON	$ 50.29
Welding	2YMW6	Disposable Fuel Cylinder,MAP-Pro,14.1 oz	WORTHINGTON CYLINDERS	$ 12.67
Welding	5UX34	Disposable Fuel Cylinder,Propane,14.1 oz	WORTHINGTON CYLINDERS	$ 8.82

File #: 15-455, **Version:** 1

AUTHORIZATION TO ENTER INTO A MULTI-YEAR LINKING AGREEMENT WITH HOME DEPOT, U.S.A., INC., FOR THE PURCHASE OF RETAIL MAINTENANCE, REPAIR AND OPERATING COMMODITIES AND RELATED SERVICES AND EXPENDITURE OF FUNDS

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

Purpose and Recommended Action

This is a request for City Council to authorize the Acting City Manager to enter into a multi-year linking agreement with Home Depot, U.S.A., Inc., for city-wide, multi-departmental purchasing of retail maintenance, repair, and operating commodities such as miscellaneous small tools, hardware, repair materials and other like goods and services in an amount not to exceed $150,000 citywide for each fiscal year, and to authorize the Acting City Manager to approve an extension of the agreement for up to three additional years.

Background

The purpose of this request is to combine expenditure authority with Home Depot into one Council request. The majority of spending with Home Depot is small dollar purchases made throughout the year by multiple departments which, collectively, can exceed $50,000 per year. These purchases are made using funds budgeted by the departments for various repair and maintenance activities and are typically small items in small quantities purchased on an as-needed and when-needed by the departments. Department buyers consider price, availability, efficiency and time when making small dollar purchases.

Maricopa County, as a lead agency for US Communities, entered into Contract No. 11019-RFP with Home Depot on July 6 2011, which was subsequently amended and extended through July 31, 2017 and allows for an extension of up to three additional years. Use of this cooperative procurement will allow the City to consolidate its purchasing power and take advantage of cooperative pricing and rebates available. By consolidating and aggregating its purchases, the City will be able to receive a 3 percent rebate on all purchases. This agreement will allow City buyers more options when making buying decisions. Nothing in this agreement makes any guarantees of purchases or constrains the actions of departmental buyers.

Analysis

Cooperative purchasing allows counties, municipalities, schools, colleges and universities in Arizona to use a contract that was competitively procured by another governmental entity or purchasing cooperative. Such purchasing helps reduce the cost of procurement, allows access to a multitude of competitively bid contracts, and provides the opportunity to take advantage of volume pricing. The Glendale City Code authorizes cooperative purchases when the solicitation process utilized complies with the intent of Glendale's procurement processes. This cooperative purchase is compliant with Chapter 2, Article V, Division 2, Section 2

-149 of the Glendale City Code, per review by Materials Management.

Previous Related Council Action

On March 28, 2006, the Glendale City Council authorized entering into a purchasing cooperative agreement with the US Communities Government Purchasing Alliance Contract 6418, which permits the purchase of materials and services from nationally awarded contracts at prices and terms that were negotiated by a lead governmental agency.

Community Benefit/Public Involvement

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

Budget and Financial Impacts

Small purchases made by Departmental buyers utilizing this linking agreement are charged against various budgeted accounts and managed and supervised by each department head. Total spending City wide could exceed $50,000.

Cost	Fund-Department-Account
$150,000	**varies**

Capital Expense? No

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?

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LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA AND
Home Depot U.S.A., INC.

THIS LINKING AGREEMENT (this "Agreement") is entered into as of this _____ day of _____, 20__ between the City of Glendale, an Arizona municipal corporation (the "City"), and Home Depot U.S.A., Inc., a Delaware corporation authorized to do business in Arizona ("Contractor" or "Home Depot"), collectively, the "Parties."

RECITALS

A. On March 28, 2006, the Glendale City Council authorized entering into a purchasing cooperative agreement with the U.S. Communities Government Purchasing Alliance, Contract No. 6418, which permits the purchase of materials and services from nationally awarded contracts at the prices and terms that were negotiated by a lead government agency. Maricopa County, as a lead agency for US Communities, entered into Contract No. 11019-RFP on July 6, 2011, which was subsequently amended and extended (the amendments, extensions and original contract are collectively referred to as the "Home Depot Contract") a copy of which is incorporated in this Agreement.

B. The City is permitted to purchase the goods and services described in the Home Depot Contract without further public bidding, and the Home Depot Contract permits its cooperative use by other governmental agencies, including the City.

C. Section 2-149 of the City's Procurement Code permits the Materials Manager to authorize procurement through the use of a contract initiated by another governmental entity when that government entity's procurement actions complied with the intent of the City's purchasing procedures in City Code Sections 2-145 and 2-146 and such purchase is in the best interest of the City. The City believes these conditions are met for purposes of the Home Depot Contract.

D. The City desires to contract with Contractor for supplies, goods or services identical, or nearly identical, to the supplies, goods or services Contractor is providing the State of Arizona under the Home Depot Contract, Contractor consents to the City's utilization of the Home Depot Contract as the basis of this Agreement, and Contractor desires to enter into this Agreement to provide the goods and services set forth in this Agreement.

AGREEMENT

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

1. Term of Agreement. This Agreement is effective as of the date first set forth above and expires upon thirty days' written notice by either party, or when the Home Depot Contract expires, including any contract extensions, whichever occurs first.

2. Scope of Work; Terms, Conditions, and Specifications

    a) Contractor will provide City the identical (or nearly identical) supplies, goods or services Contractor provided the Maricopa County under the Home Depot Contract, as requested by the City in the proposal attached as Exhibit "A."

    b) Contractor agrees to comply with all the terms, conditions and specifications of the Home Depot Contract for the purposes of this Agreement, and the terms, conditions, and specifications are incorporated in this Linking Agreement by this reference. The "City of Glendale" shall be substituted for "Maricopa County" or similar references throughout the Home Depot Contract.

3. Compensation.

    a) City shall pay Contractor the same compensation per unit that Maricopa County pays Contractor under the Home Depot Contract.

    b) The City may from time to time elect to purchase additional goods and services from Contractor pursuant to the Contract, and the City will comply with all applicable laws regarding procurement and approval of such purchases.

4. Cancelation. This Agreement may be cancelled pursuant to A.R.S. § 38-511.

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

6. E-verify. Contractor complies with A.R.S. § 23-214 and agrees to comply with the requirements of A.R.S. § 41-4401.

[SIGNATURES ON FOLLOWING PAGE]

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

"City"

City of Glendale, an Arizona municipal corporation

By: _____
Richard A. Bowers,
Acting City Manager

"Contractor"

Home Depot U.S.A., Inc.

By: _____ 4/14/15
Name: Richard Nyberg
Title: Sr. Manager of Pro Compliance

ATTEST:

_____
Pamela Hanna, (SEAL)
City Clerk

APPROVED AS TO FORM:

_____
Michael D. Bailey
City Attorney

CONTRACT PURSUANT TO RFP

SERIAL 11019-RFP

This Contract is entered into this sixth (6th) day of July, 2011 by and between Maricopa County ("County"), a political subdivision of the State of Arizona, and Home Depot U.S.A. Inc, a Delaware corporation ("Contractor") for the purchase of Retail Maintenance, Repair and Operating (MRO) commodities and related services.

1.0 CONTRACT TERM:

1.1 This Contract is for a term of three (3) years, beginning on the first (1st) day of August, 2011 and ending the thirty-first (31st) day of July, 2014.

1.2 The County may, at its option and with the agreement of the Contractor, renew the term of this Contract for additional terms up to a maximum of three (3) years, (or at the County's sole discretion, extend the contract on a month-to-month bases for a maximum of six (6) months after expiration). The County shall notify the Contractor in writing of its intent to extend the Contract term at least thirty (30) calendar days prior to the expiration of the original contract term, or any additional term thereafter.

2.0 FEE ADJUSTMENTS:

Retail prices or discounts off marked prices at point-of-sale (POS) are permitted to be adjusted once per calendar year after the initial award, in conjunction with the Contractor's annual catalog publication date.

Any requests for other reasonable pricing adjustments shall be submitted sixty (60) days prior to the catalog publication date. If County agrees to the adjusted discounts, County shall issue written approval of the changes.

3.0 PAYMENTS:

3.1 As consideration for performance of the duties described herein, County shall pay Contractor the sums stated in Exhibit "A."

3.2 For non-procurement card transactions, payment shall be made upon the County's receipt of a properly completed invoice.

3.3 INVOICES (NON-PROCUREMENT CARD TRANSACTIONS):

3.3.1 The Contractor shall submit detailed invoice before payment(s) can be made. At a minimum, the invoice must provide the following information:

- Company name, address and contact
- County bill-to name and contact information
- Contract serial number
- County purchase order number

- Invoice number and date
- Payment terms
- Date of service or delivery
- Quantity
- Description of service provided
- Pricing per unit of service
- Freight (if applicable)
- Extended price
- Total Amount Due

3.3.2 Problems regarding billing or invoicing shall be directed to the County as listed on the Purchase Order.

3.3.3 Payment shall be made to the Contractor by Accounts Payable through the Maricopa County Vendor Express Payment Program. This is an Electronic Funds Transfer (EFT) process. After Contract Award the Contractor shall complete the Vendor Registration Form located on the County Department of Finance Vendor Registration Web Site (www.maricopa.gov/finance/vendors).

3.3.4 EFT payments to the routing and account numbers designated by the Contractor will include the details on the specific invoices that the payment covers. The Contractor is required to discuss remittance delivery capabilities with their designated financial institution for access to those details.

4.0 AVAILABILITY OF FUNDS:

4.1 The provisions of this Contract relating to payment for services shall become effective when funds assigned for the purpose of compensating the Contractor as herein provided are actually available to County for disbursement. The County shall be the sole judge and authority in determining the availability of funds under this Contract. County shall keep the Contractor fully informed as to the availability of funds.

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

5.0 DUTIES:

5.1 The Contractor shall perform all duties stated in Exhibit “B”, or as otherwise directed in writing by the Procurement Officer.

6.0 TERMS and CONDITIONS:

6.1 INDEMNIFICATION:

6.1.1 To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including, but not limited to, attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the negligent acts, errors, omissions, mistakes or malfeasance relating to the performance of this Contract. Contractor’s duty to defend, indemnify and hold harmless County, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is caused by any negligent acts, errors, omissions

or mistakes in the performance of this Contract by the Contractor, as well as any person or entity for whose acts, errors, omissions, mistakes or malfeasance Contractor may be legally liable.

6.1.2 The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

6.1.3 The scope of this indemnification does not extend to the sole negligence of County.

6.2 INSURANCE REQUIREMENTS:

6.2.1 Contractor, at Contactor's own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of A-, VII or higher. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to County.

6.2.2 All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of County, constitute a material breach of this Contract.

6.2.3 Contractor's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.

6.2.4 Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County's right to coverage afforded under the insurance policies.

6.2.5 The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to County under such policies. Contactor shall be solely responsible for the deductible and/or self-insured retention and County, at its option, may require Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

6.2.6 County reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance certificates. County shall not be obligated to review policies and/or endorsements or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of County's right to insist on strict fulfillment of Contractor's obligations under this Contract.

6.2.7 Notwithstanding anything to the contrary contained herein, **CONTRACTOR** shall have the right to self-insure part or all of any of the insurance it is required to maintain hereunder in its sole discretion so long as **CONTRACTOR** maintains a net worth of not less than One Hundred Million ($100,000,000) Dollars. Such net worth shall be documented to **COUNTY** and **COUNTY** shall be advised in writing in the event such net worth requirement is not met. In the event that **CONTRACTOR** elects to self-insure all or any part of any risk that would be insured under the policies and limits described herein, and an event occurs where insurance proceeds would have been available but for the election to self-insure, **CONTRACTOR** shall make funds available to the same extent that they would have been available had such insurance policy been carried, unless specifically provided to the contrary herein.

6.2.8 The policies required hereunder, except Workers' Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.

6.2.9 Commercial General Liability.

Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than $1,000,000 for each occurrence, $2,000,000 Products/Completed Operations Aggregate, and $2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provision which would serve to limit third party action over claims. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

6.2.10 Automobile Liability.

Commercial/Business Automobile Liability insurance and, if necessary, Commercial Umbrella insurance with a combined single limit for bodily injury and property damage of not less than $1,000,000 each occurrence with respect to any of the Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services under this Contract.

6.2.11 Workers' Compensation.

6.2.11.1 Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services under this Contract; and Employer's Liability insurance of not less than $100,000 for each accident, $100,000 disease for each employee, and $500,000 disease policy limit.

6.2.11.2 Contractor waives all rights against County and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Contractor pursuant to this Contract.

6.2.12 Certificates of Insurance.

6.2.11.1 Prior to commencing work or services under this Contract, Contractor shall furnish the County with certificates of insurance, or formal endorsements as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.

6.2.11.1.1 In the event any insurance policy (ies) required by this Contract is (are) written on a "claims made" basis, coverage shall extend for two (2) years past completion and acceptance of Contractor's work or services and as evidenced by annual Certificates of Insurance.

6.2.11.1.2 If a policy does expire during the life of the Contract, a renewal certificate must be sent to County fifteen (15) days prior to the expiration date.

6.2.13 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

6.3 WARRANTY OF SERVICES:

6.3.1 The Contractor warrants that all services provided hereunder will conform to the requirements of the Contract, including all descriptions, specifications and attachments made a part of this Contract. County's acceptance of services or goods provided by the Contractor shall not relieve the Contractor from its obligations under this warranty.

6.3.2 In addition to its other remedies, County may, at the Contractor's expense, require prompt correction of any services failing to meet the Contractor's warranty herein. Services corrected by the Contractor shall be subject to all the provisions of this Contract in the manner and to the same extent as services originally furnished hereunder.

6.4 INSPECTION OF SERVICES:

6.4.1 The Contractor shall provide and maintain an inspection system acceptable to County covering the services under this Contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to County during contract performance and for as long afterwards as the Contract requires.

6.4.2 County has the right to inspect and test all services called for by the Contract, to the extent practicable at all times and places during the term of the Contract. County shall perform inspections and tests in a manner that will not unduly delay the work.

6.4.3 If any of the services do not conform with Contract requirements, County may require the Contractor to perform the services again in conformity with Contract requirements, at on increase in Contract amount. When the defects in services cannot be corrected by re-performance, County may:

6.4.3.1 Require the Contractor to take necessary action to ensure that future performance conforms to Contract requirements; and

6.4.3.2 Reduce the Contract price to reflect the reduced value of the services performed.

6.4.4 If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with Contract requirements, County may:

6.4.4.1 By Contract or otherwise, perform the services and charge to the Contractor any cost incurred by County that is directly related to the performance of such service; or

6.4.4.2 Terminate the Contract for default.

6.5 PROCUREMENT CARD ORDERING CAPABILITY:

The County may determine to use a MasterCard Procurement Card, to place and make payment for orders under the Contract.

6.6 INTERNET ORDERING CAPABILITY:

The County intends, at its option, to use the Internet to communicate and to place orders under this Contract.

6.7 NOTICES:

All notices given pursuant to the terms of this Contract shall be addressed to:

For County:

Maricopa County
Department of Materials Management
Attn: Director of Purchasing
320 West Lincoln Street
Phoenix, Arizona 85003-2494

For Contractor:

Government and National Accounts
Contract Manager
2455 Paces Ferry Road
Atlanta, GA 30339

6.8 REQUIREMENTS CONTRACT:

6.8.1 Contractor signifies its understanding and agreement by signing this document that this Contract is a requirements contract. This Contract does not guarantee any purchases will be made (minimum or maximum). Orders will only be placed when County identifies a need and issues a purchase order or a written notice to proceed.

6.8.2 County reserves the right to cancel purchase orders or notice to proceed within a reasonable period of time after issuance. Should a purchase order or notice to proceed be canceled, the County agrees to reimburse the Contractor for actual and documented costs incurred by the Contractor. The County will not reimburse the Contractor for any avoidable costs incurred after receipt of cancellation, or for lost profits, or shipment of product or performance of services prior to issuance of a purchase order or notice to proceed.

6.8.3 Purchase orders will be cancelled in writing.

6.9 TERMINATION FOR CONVENIENCE:

The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the County without penalty or recourse. Upon receipt of the written notice, the Contractor shall immediately stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the County. . The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination.

6.10 TERMINATION FOR DEFAULT:

6.10.1 In addition to the rights reserved in the Contract, the County may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.

6.10.2 The County may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract.

6.10.3 The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

6.11 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

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

6.12 OFFSET FOR DAMAGES;

In addition to all other remedies at law or equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance under this contract.

6.13 ADDITIONS/DELETIONS OF SERVICE:

The County reserves the right to add and/or delete products and/or services provided under this Contract. If a requirement is deleted, payment to the Contractor will be reduced proportionately to the amount of service reduced in accordance with the proposal price. If additional services and/or products are required from this Contract, prices for such additions will be negotiated between the Contractor and the County.

6.14 RELATIONSHIPS:

In the performance of the services described herein, the Contractor shall act solely as an independent contractor, and nothing herein or implied herein shall at any time be construed as to create the relationship of employer and employee, partnership, principal and agent, or joint venture between the District and the Contractor.

6.15 SUBCONTRACTING:

The Contractor may not assign this Contract or subcontract to another party for performance of the terms and conditions hereof without the written consent of the County, which shall not be unreasonably withheld. All correspondence authorizing subcontracting must reference the Proposal Serial Number and identify the job project.

6.16 AMENDMENTS:

All amendments to this Contract shall be in writing and approved/signed by both parties. Maricopa County Materials Management shall be responsible for approving all amendments for Maricopa County.

6.17 RETENTION OF RECORDS:

6.17.1 The Contractor agrees to retain all financial books, records, and other documents relevant to this Contract for six (6) years after final payment or until after the resolution of any audit questions which could be more than six (6) years, whichever is longer. The County, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of, any and all said materials.

6.17.2 If the Contractor’s books, records and other documents relevant to this Contract are not sufficient to support and document that requested services were provided, the Contractor

shall reimburse Maricopa County for the services not so adequately supported and documented.

6.18 AUDIT DISALLOWANCES:

6.18.1 If at any time, County determines that a cost for which payment has been made is a disallowed cost, such as overpayment, County shall notify the Contractor in writing of the disallowance. County shall also state the means of correction, which may be but shall not be limited to adjustment of any future claim submitted by the Contractor by the amount of the disallowance, or to require repayment of the disallowed amount by the Contractor.

6.19 ALTERNATIVE DISPUTE RESOLUTION:

6.19.1 After the exhaustion of the administrative remedies provided in the Maricopa County Procurement Code, any contract dispute in this matter is subject to compulsory arbitration. Provided the parties participate in the arbitration in good faith, such arbitration is not binding and the parties are entitled to pursue the matter in state or federal court sitting in Maricopa County for a de novo determination on the law and facts. If the parties cannot agree on an arbitrator, each party will designate an arbitrator and those two arbitrators will agree on a third arbitrator. The three arbitrators will then serve as a panel to consider the arbitration. The parties will be equally responsible for the compensation for the arbitrator(s). The hearing, evidence, and procedure will be in accordance with Rule 74 of the Arizona Rules of Civil Procedure. Within ten (10) days of the completion of the hearing the arbitrator(s) shall:

6.19.1.1 Render a decision;

6.19.1.2 Notify the parties that the exhibits are available for retrieval; and

6.19.1.3 Notify the parties of the decision in writing (a letter to the parties or their counsel shall suffice).

6.19.2 Within ten (10) days of the notice of decision, either party may submit to the arbitrator(s) a proposed form of award or other final disposition, including any form of award for attorneys' fees and costs. Within five (5) days of receipt of the foregoing, the opposing party may file objections. Within ten (10) days of receipt of any objections, the arbitrator(s) shall pass upon the objections and prepare a signed award or other final disposition and mail copies to all parties or their counsel.

6.19.3 Any party which has appeared and participated in good faith in the arbitration proceedings may appeal from the award or other final disposition by filing an action in the state or federal court sitting in Maricopa County within twenty (20) days after date of the award or other final disposition. Unless such action is dismissed for failure to prosecute, such action will make the award or other final disposition of the arbitrator(s) a nullity.

6.20 SEVERABILITY:

The invalidity, in whole or in part, of any provision of this Contract shall not void or affect the validity of any other provision of this Contract.

6.21 RIGHTS IN DATA:

The County shall own have the use of all data and reports resulting from this Contract without additional cost or other restriction except as provided by law. Each party shall supply to the other party, upon request, any available information that is relevant to this Contract and to the performance hereunder.

6.22 INTEGRATION:

This Contract represents the entire and integrated agreement between the parties and supersedes all prior negotiations, proposals, communications, understandings, representations, or agreements, whether oral or written, express or implied.

6.23 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §41-4401 AND FEDERAL IMMIGRATION LAWS AND REGULATIONS:

6.23.1 By entering into the Contract, the Contractor warrants compliance with the Immigration and Nationality Act (INA using e-verify) and all other federal immigration laws and regulations related to the immigration status of its employees and A.R.S. §23-214(A). The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the Immigration Reform and Control Act of 1986, as amended from time to time, for all employees performing work under the Contract and verify employee compliance using the E-verify system and shall keep a record of the verification for the duration of the employee's employment or at least three years, whichever is longer. I-9 forms are available for download at USCIS.GOV.

6.23.2 The County retains the legal right to inspect contractor and subcontractor employee documents performing work under this Contract to verify compliance with paragraph 3.18.1 of this Section. Contractor and subcontractor shall be given reasonable notice of the County's intent to inspect and shall make the documents available at the time and date specified. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County will consider this a material breach of the contract and may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

6.23.3 This section is applicable to services provided in the state of Arizona only. The Contractor shall comply with similar statutes that may have been enacted in other states.

6.24 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §§35-391.06 AND 35-393.06 BUSINESS RELATIONS WITH SUDAN AND IRAN:

6.24.1 By entering into the Contract, the Contractor certifies it does not have scrutinized business operations in Sudan or Iran. The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract.

6.24.2 The County may request verification of compliance for any contractor or subcontractor performing work under the Contract. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

6.25 CONTRACTOR LICENSE REQUIREMENT:

6.25.1 The Respondent shall procure all permits, insurance, licenses and pay the charges and fees necessary and incidental to the lawful conduct of his/her business, and as necessary complete any required certification requirements, required by any and all governmental or non-governmental entities as mandated to maintain compliance with and in good standing for all permits and/or licenses. The Respondent shall keep fully informed of existing and future trade or industry requirements, Federal, State and Local laws, ordinances, and regulations which in any manner affect the fulfillment of a Contract and shall comply with the same. Contractor shall immediately notify both Materials Management and the using agency of any and all changes concerning permits, insurance or licenses.

6.25.2 Respondents furnishing finished products, materials or articles of merchandise that will require installation or attachment as part of the Contract, shall possess any licenses required. A Respondent is not relieved of its obligation to posses the required licenses by subcontracting of the labor portion of the Contract. Respondents are advised to contact the Arizona Registrar of Contractors, Chief of Licensing, at (602) 542-1525 to ascertain licensing requirements for a particular contract. Respondents shall identify which license(s), if any, the Registrar of Contractors requires for performance of the Contract.

6.26 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

6.26.1 The undersigned (authorized official signing for the Contractor) certifies to the best of his or her knowledge and belief, that the Contractor, defined as the primary participant in accordance with 45 CFR Part 76, and its principals:

6.26.1.1 are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;

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

6.26.1.3 are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and

6.26.1.4 have not within a 3-year period preceding this Contract had one or more public transaction (Federal, State or local) terminated for cause of default.

6.26.2 Should the Contractor not be able to provide this certification, an explanation as to why should be attached to the Contact.

6.26.3 The Contractor agrees to include, without modification, this clause in all lower tier covered transactions (i.e. transactions with subcontractors) and in all solicitations for lower tier covered transactions related to this Contract.

6.27 PRICES:

Contractor warrants that prices extended to County under this Contract are no higher than those paid by any other non-federal government customer for these or similar services.

6.28 GOVERNING LAW:

This Contract shall be governed by the laws of the state of Arizona. Venue for any actions or lawsuits involving this Contract will be in Maricopa County Superior Court or in the United States District Court for the District of Arizona, sitting in Phoenix, Arizona

6.29 ORDER OF PRECEDENCE:

In the event of a conflict in the provisions of this Contract and Contractor's license agreement, if applicable, the terms of this Contract shall prevail.

6.30 STRATEGIC ALLIANCE for VOLUME EXPENDITURES ($AVE)

The County is a member of the $AVE cooperative purchasing group. $AVE includes the State of Arizona, many Phoenix metropolitan area municipalities, and many K-12 unified school districts. Under the $AVE Cooperative Purchasing Agreement, and with the concurrence of the successful Respondent under this solicitation, a member of $AVE may access a contract resulting from a solicitation issued by the County. If you **do not** want to grant such access to a member of $AVE, **please so state** in your proposal. In the absence of a statement to the contrary, the County will assume that you do wish to grant access to any contract that may result from this Request for Proposal.

6.31 INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENTS (ICPA's)

County currently holds ICPA's with numerous governmental entities throughout the State of Arizona. These agreements allow those entities, with the approval of the Contractor, to purchase their requirements under the terms and conditions of the County Contract. Please indicate on Attachment A, your acceptance or rejection regarding such participation of other governmental entities. Your response will not be considered as an evaluation factor in awarding a contract.

6.32 INCORPORATION OF DOCUMENTS:

The following are to be attached to and made part of this Contract:

6.32.1 Exhibit A, Pricing;

6.32.2 Exhibit B, Scope of Work;

IN WITNESS WHEREOF, this Contract is executed on the date set forth above.

CONTRACTOR

AUTHORIZED SIGNATURE

J.T. Rieves, Vice President Pro Business
PRINTED NAME AND TITLE

2455 Paces Ferry Road Atlanta, GA 30339
ADDRESS

7-8-11
DATE

MARICOPA COUNTY

CHAIRMAN, BOARD OF SUPERVISORS — DATE: JUL 19 2011

ATTESTED:

CLERK OF THE BOARD 070611 — DATE: JUL 19 2011

APPROVED AS TO FORM:

LEGAL COUNSEL — DATE: July 15 2011

EXHIBIT A

PRICING

SERIAL 11019-RFP
NIGP CODE: 45041

RESPONDENT'S NAME:	Home Depot U.S.A., Inc.
COUNTY VENDOR NUMBER :	2011000855 0
ADDRESS:	2455 Paces Ferry Road Atlanta, GA 30339
P.O. ADDRESS:	Each local The Home Depot stores
TELEPHONE NUMBER:	866-589-0690
FACSIMILE NUMBER:	866-589-0691
WEB SITE:	www.homedepot.com
CONTACT (REPRESENTATIVE):	Richard Nyberg
REPRESENTATIVE'S E-MAIL ADDRESS:	richard_nyberg@homedepot.com

	YES	NO	REBATE
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT	[X]	[ ]	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	[X]	[ ]	

PAYMENT TERMS: NET 30 DAYS (See Note)

Note: Net 30 is for Home Depot Account transactions only. Payment is required at the time of each transaction, for all transactions

1.0 PRICING:

1.1 Discount off marked price at POS N/A %

1.2 Annual Issue Date of Catalog N/A

1.3 Do you offer a Rebate in lieu of a discount? Yes (Y/N)

- At least $10,000 to $25,000 Annual Net Sales (Pretax) = 1% Rebate
- At least $25,000 to $100,000 Annual Net Sales (Pretax) = 2% Rebate
- Over $100,000 Annual Net Sales (Pretax) = 3% Rebate

EXHIBIT B

SCOPE OF WORK

Maricopa County (herein "Lead Public Agency" on behalf of itself and all states, local governments, school districts, and higher education institutions in the United States of America, and other government agencies and nonprofit organizations (herein "Participating Public Agencies") has entered into a Master Agreement for a complete line of "Maintenance, Repair and Operating(MRO) Supplies and Industrial Supplies in a Retail and Wholesale (internet) environment; and Related Products and Services (installation, repair and renovation) (herein "Products and Services")

Foreword

Home Depot U.S.A., Inc. ("Home Depot") understands Maricopa County's ("Lead Public Agency") continued need to reduce its overall costs and intent to enter into a new Master Agreement for a complete line of "Maintenance, Repair and Operating (MRO) Supplies and Industrial Supplies in a Retail and Wholesale environment; and Related Products and Services (installation, repair and renovation). Home Depot, through our strong national presence providing access to a vast array of supplies and equipment necessary for maintenance and repair in residential, commercial and industrial environments for use by various government agencies nationwide, is proposing through this submittal support for the retail environment aspect of the solicitation; consistent with the six years of successful performance under the prior MRO retail agreement between the parties.

Executive Summary

Home Depot, building on successes associated with the cost savings to Participating Public Agencies under our previous MRO agreement with the Lead Public Agency and our nationwide retail presence, is pleased to propose a plan herein to supply maintenance, repair, and operations (MRO) supplies to all Participating Public Agencies. Our plan, consistent with the previously awarded MRO Agreement 05091 provides all Participating Public Agencies access to an un-paralleled inventory of MRO, building materials and hardware items – including associated installation, repair and renovation services. Professional building and maintenance people will be able to conveniently meet their needs for building hardware from a local Home Depot retail store, and plan procurements from the www.homedepot.com web site which displays and distributes many of the products found in our stores. In addition, our nationwide outside sales team can help facilitate supporting the needs of the Professional building and maintenance people by working as a team to provide solutions to those product needs and any services needed by those agencies.

If our proposal is accepted, we will continue to promote this contract as the primary instrument under which Home Depot does business with any potential Participating Public Agencies. In conjunction, our sales force is continually updated regarding the mechanics of a US Communities based partnership with agencies and directed to identify with its terms at all opportunities.

Consistent with our previous six years of implementation of the US Communities MRO contract 05091, Home Depot emphasizes our everyday low price guarantee: the price charged any public agency will be the lowest available in that market at that time for the identical item or we will match the price and refund 10% of the difference in accordance with standard Home Depot return policies. In addition, our offer provides for enhanced rebate incentives back to the Participating Public Agency based upon purchase volume.

Executive Summary (continued)

Home Depot offers a robust selection of products in all MRO, hardware, and building product categories - and associated services - at each of our locations. Some of the categories are notable strengths of ours, and almost define our business (e.g., building materials and paint).

It is important to note that not all categories of merchandise are equally well represented in each of our store locations. This difference reflects practical issues regarding material handling and the distribution of certain classes of

products. If a category is better represented in one location than another, it is driven by historical needs of the local population.

In summary, our proposal offering is based upon the following business elements that have proven successful in support public agency procurement needs:

- Immediate same-day access to over 30,000 products at each store location
- Enhanced access to hundreds of thousands more products through special orders
- Bulk ordering incentives through our Volume Pricing Program
- Rebate incentives to Participating Public Agencies based upon spend volume
- Dedicated Government Sales team and Outside Sales Representatives across the nation

About the Home Depot

Home Depot and its family of subsidiaries are among the most well-known and widely-respected corporations in America. We have been a public company since 1981, and our common stock trades on the New York Stock Exchange under the ticker symbol "HD". The company is included in the Dow Jones Industrial Average of thirty stocks, and in the Standard & Poor's index of 500 industrial stocks.

Home Depot is the world's largest home improvement specialty retailer with stores in all 50 states, the District of Columbia, Puerto Rico, U.S. Virgin Islands, 10 Canadian provinces, Mexico and China.

We are one of the nation's largest advertisers, and we utilize a broad range of mass media and targeted media. We also incorporate major sponsorships into our marketing plan, such as NASCAR®, the U.S. Olympic® team, The Home Depot Center, ESPN Game Day®, CBS® College Football and a number of home and garden television shows.

Home Depot Information: *Home Depot's offer is based upon the traditional walk-in/walk-out transactional activity for Retail MRO products with orders processed through our individual stores; consistent with existing US Communities MRO agreement and our other government agreements. This provides the customers immediate access to a complete and comprehensive offering of appliances, building materials, hardware, HVAC, irrigation equipment and supplies, janitorial, landscaping equipment and supplies, motors, pumps, paints and coatings, plumbing, pool chemicals and supplies, hand-held general purpose tools, power tools, window coverings, and any other miscellaneous MRO supplies.*

Each store stocks typically 30,000 to 40,000 products, including both national brand name and proprietary items. If an item is out of stock our sales associates can provide information to the government buyer regarding estimated fill time. Typically, our stores are serviced by the distribution centers multiple times during any week; so out of stock issues are minimized.

In addition, as the largest building supplies retailer/distributor in the country, Home Depot maintains billions in inventory with the majority on the shelves of our retail stores ready for immediate purchase.

Home Depot and its subsidiaries hold for resale more than $10 billion in inventory. Approximately ninety percent is on the shelves of our retail stores ready for immediate purchase; the rest are "in the pipeline", housed in the distribution centers ready to replenish the merchandise sold at our stores.

Home Depot operates primarily as a cash and carry retailer, and therefore relies on our hundreds of thousands of sales associates who staff our many retail stores to meet customers face-to-face and address their needs. We also have an Outside Sales team of approximately 200 associates, consisting of Government Sales Managers and Pro Account Representatives, who are the primary interfaces for Participating Public Agencies regarding US Communities contract inquiries.

We buy our store merchandise from suppliers located throughout the world. We are not dependent on any single supplier. Most of our merchandise is purchased directly from manufacturers, which eliminates "middleman" costs. Competitive sources of supply are readily available for substantially all of the products we sell in Home Depot stores.

We are committed to being the supplier of choice to a variety of professional customers, including government customers, building maintenance professionals, carpenters, plumbers, painters, electricians, remodelers, and designers. We continue to expand our "Pro" initiative, which adds programs to our stores that are designed to

increase sales to professional customers and government customers. Stores participating in the program have added associates at a sales desk dedicated to providing more personalized service to professional customers, including managing accounts and taking and filling orders for pick-up or delivery. Additionally, during the hours when professionals typically shop, these stores have assigned sales associates in certain departments to better assist these customers. We have also increased the available quantities of products typically purchased by professionals in bulk, and we offer certain items in each department packaged in bulk to provide additional savings. This initiative continues to be introduced to the stores that have a significant volume of professional customers.
Home Depot offers a variety of installation services and renovations services. Our Installation Services and Renovations Services programs use only qualified independent contractors nationwide. The Installation Services programs include the installation of products that are sold in our stores, such as carpeting, flooring, cabinets, water heaters and countertops, as well as other products such as generators and furnace and central air systems. The Renovations Services Program is a nationwide repair service offering a full line of renovation products and services designed to return property to a livable condition and increase marketability. These Services capabilities are further addressed in the information associated with Section 2.4 herein.
As part of our efforts to satisfy a broad range of the needs of our professional customers, we offer a tool rental center in many stores. Home Depot rents approximately 300+ commercial-quality tools and equipment, including saws, floor sanders, generators, gas powered lawn equipment and plumbing tools. Customers can rent the tools on an hourly, daily, weekly or monthly basis. Our associates who work in the tool rental center receive special training in the use and maintenance of tools. We have tool rental centers in over 1000 stores.

Home Depot Information: *As part of our proposal value proposition, we work only with installers and home service professionals who meet the highest standards for experience, know-how and customer service. At The Home Depot, we screen and perform background checks on all of our installers before we send them out on any job, to ensure they have all applicable licenses and insurance. When you hire us for your project, you'll know we will get the job done right.*
Home Depot offers superior warranties on our installation service labor and products, to give you peace of mind on the quality of your installation project. All of our installation services are backed by our one-year warranty on labor as well as manufacturer warranties on all of our products.
When you work with The Home Depot, you won't have to go to the trouble of finding multiple installers and home service professionals for different parts of your project. From your initial consultation all the way through to the installation and cleanup, we'll make sure the project is done right.
Our nationwide Installation Services programs include the installation of products that are sold in our stores, such as carpeting, flooring, cabinets, water heaters and countertops, as well as other products such as generators and furnace and central air systems.
The Home Depot Renovations Services Program is a nationwide repair service offering a full line of renovation products and services designed to return property to a livable condition and increase marketability

- *Dedicated Home Depot Renovations Services team acts as the single point of contact for all properties*
- *Simplifies business by offering the same process and procedure across the nation*
- *Davis- Bacon wage requirements compliance*
- *Capacity to handle multiple projects in several markets simultaneously*
- *Full scope of renovation services**
- *Nationwide network of contractors that are Licensed, background checked and badged consisting of (at a minimum):*
    - *National Employee Database*
    - *SSN Verification*
    - *National Criminal Database Check*
    - *Two County Search*
    - *Sex Offender Search*
    - *Annual Review (National Criminal Database)*
    - *Two (2) Year Complete Re-Screen and Renewal*
    - *Financial Background*
- *Service Provider's are issued picture identification badges to wear at all times while on site*
- *One-year warranty on workmanship backed by Home Depot*
- *Locally Sourced Renovations Service Providers – we retain local service providers nationwide*
- *Fast repair turnaround – typical job completion within 10-15 days*

This program facilitates rehabilitation and/or improvements that are non-structural in nature, such as:

- *Repair/Replacement/Upgrade of:*
  - *Roofs, gutters and downspouts*
  - *Existing HVAC systems*
  - *Plumbing/Septic & electrical systems*
  - *Floor Coverings*
  - *Exterior decks, patios, porches*
  - *Windows, doors, exterior wall siding*
- *Minor remodeling, such as kitchens (nonstructural repairs)*
- *Painting, both exterior and interior*
- *Weatherization, including storm windows/doors, insulation, weather stripping*
- *Purchase and installation of appliances, including free-standing ranges, refrigerators, washers/dryers, dishwashers, and microwaves*
- *Accessibility improvements for persons with disabilities*
- *Basement finishing, waterproofing & remodeling (non-structural repairs)*
- *ADA renovations*

Home Depot Information: *In addition, Home Depot has the capability to provide customers R.S. Means Bare Cost Data pertaining to all written quotations upon request by that Participating Public Agency.*

**The Home Renovations Service program does not include:*

- *New construction*
- *Major structural work*
- *Evictions*
- *Routine maintenance services (lawn cutting)*
- *Mold, asbestos, or lead paint (MALP) remediation (in most cases)*

Our Retail value proposition for products and services does not include the following industrial environment efforts

- *Hose Fabrication*
- *Hydraulic Repairs*
- *Gearbox Repairs*
- *Conveyor System Repairs*
- *Vulcanizing*
- *Rubber Fabrication*

Home Depot maintains for all services customers a single point contact for each Participating Public agency regarding each individual effort. Our services capacity is managed through a highly qualified & compliant contractor network (with controls for every step of the process) and on-the-ground support for each services effort. The Home Depot's Quality Control program consists of dedicated personnel monitoring:

- *Internal Q&A process*
- *Scope of work review per job*
- *Job-site walk by license contractors to create punch list items (if applicable)*
- *Customer acceptance and sign off upon completion of the work*
- *Random job site audits*
- *Compliance tracking of Service Provider (Sub-contractor) licenses, insurance, etc.*
- *Permits as required*

Home Depot Information: *Home Depot's offer is based upon the expeditious purchasing capabilities through our local The Home Depot stores. Each store stocks typically 30,000 to 40,000 products across all the product categories identified above. The Home Depot stores are organized by the following departments:*

- *Building Materials*
- *Lumber*
- *Flooring/Organization*
- *Paint*
- *Hardware*
- *Plumbing*

- *Electrical/Lighting*
- *Seasonal/Garden*
- *Kitchen/Bath*
- *Millwork*
- *Décor*
- *Appliances*

This list does not include additional access to Special Order products, which provide customers access to thousands of additional products. As identified in previous sections we also have installation services that are available across all these product categories.

PRODUCT ORDERING:

Home Depot Information: *Home Depot's offer is based upon the expeditious purchasing capabilities through our local The Home Depot stores and the extended capability to procure products 24/7 at www.homedepot.com.*
The typical The Home Depot stores is open from 7 am to 10pm weekly we also have continued to expand our focused support to professional and government customers by ensuring additional associates are available during those times these customers shop.
Transactions, typically completed at the point-of-sale, are also supported by will calls through the local Home Depot store.
Throughwww.homedepot.com we offer thousands of products that are suitable for on-line sales---they can easily be delivered by an overnight delivery service. In addition to products, the site offers information about our products and projects, calculators to estimate the amount and kinds of materials needed to complete a project, as well as information about our company (including store locations and hours of operation) and links to our other on-line businesses. As with our stores, the focus of our web site is on providing information and customer service.
The Home Depot maintains a robust customer service support capability through our Customer Care specialists available 24 hours a day through 1-800-466-3337.
In addition for emergency procurements we have government sales personnel who can help with organizing purchases at the times our stores are not open.
We also are focused on supporting our customers during the times of natural disasters. Home Depot is often considered a first responder supporting those government entities that need products to stabilize the affected communities. We maintain a command center during these emergencies.

PRODUCT PRICING:
REBATE ON SALES:

Home Depot Information: *Our retail locations will be the primary locations for purchases by Participating Public Agency customers with our everyday low retail prices, and the price-matching promise available to all purchasers. Our pricing is based upon our everyday low retail price and the vendor relationships we maintain across the country. The Pro Sales desk is the preferred location for the Participating Public Agency customers to process transactions, due to the highly trained staff available for government procurements.*

Regarding the Volume Pricing Program*, for large individual planned purchases, Home Depot has the ability to provide more aggressive savings to purchasers through our Volume Pricing Discounts. For any planned order over $2,500, call in the request for quote to the ProDesk of your local The Home Depot store and ask for it to be submitted for volume pricing consideration. This is a volume discount program that can give various discounts depending on dollar value, quantity and type of material. When the quote is submitted, Home Depot will send to our corporate office and then an analysis will be completed regarding any potential additional savings. The desk will then will be able to inform you of the savings. This process in the majority of cases can be completed within a few minutes. The quote must be paid for at one time and the desk will coordinate as to when the material will be ready for either delivery or pick up. Currently, the average savings exceeds 10% nationwide (depending on dollar value, quantity and type of material)*
It is expected that the majority of the transactions will be processed as credit card sales; as they currently are under our existing US Communities MRO contract 05091. Home Depot can accept Purchase Orders (POs) provided that at

the time of transaction a payment vehicle is provided – such as a Home Depot (Net 30) Account or credit card number. These transactions will be processed as a credit card sale.
Participating Public Agency customers will be required to provide tax exemption information, from their tax exempt registration under www.homedepot.com, at the time of transaction to ensure no tax is incurred on the sale.

In addition, to ensure the procurement is tracked as a US Communities contract sale it is important that the buyers register their credit cards and/or Home Depot Accounts on the secure and restricted web site.

***Additionally, Home Depot's offer is based upon tiered annual rebates to Participating Public Agencies provided within sixty (60) days of the end of the calendar year**. These tiered rebates, enhanced over the current US Communities contract 05091 offering, are as follows:*

- *At least $10,000 to $25,000 Annual Net Sales (Pretax) = 1% Rebate*
- *At least $25,000 to $100,000 Annual Net Sales (Pretax) = 2% Rebate*
- *Over $100,000 Annual Net Sales (Pretax) = 3% Rebate*

Eligibility for rebate incentives to Participating Public Agencies requires completion of the web-based enrollment requirements through https://cpr.homedepot.com. Eligible sales will commence upon completion of the enrollment based upon sales that occurred on those accounts from that date through the calendar year. The web enrollment process accommodates the secure inclusion of credit card accounts, and the capability to add/remove accounts during the performance of the contract. Tracking of cards will begin once the cards are successfully enrolled via the website. An operating premise for retail outlets is that most customers will take their purchases with them; delivery from retail outlets, while offered, should be viewed as a convenience above and beyond usually expectations. This premise is consistent with all our similar agreements. Delivery ARO will depend on a number of reasonable variables, and should be discussed with an in-store associate at the time of purchase.
The almost 200 Home Depot Government Sales Managers and Pro Account Representatives are the local conduit for supporting Participating Public Agencies registration efforts and associated inquiries.

SALES REPORTING:

***Home Depot Information:** Home Depot has consistently provided quarterly sales reporting under our existing US Communities MRO cooperative contract 05091for over five years. Our sales report is provided in the required contractual format consistent with the Exhibit B format included in the solicitation. The success of the process has always depended on the accurate registration of the procuring entities credit cards, Home Depot Accounts, or checks through enrollment form tool identified on our homepage at www.homedepot.com >>uscommunities which provides for access to our PCI compliant registration tool https://cpr.homedepot.com, to track those sales. By requiring Participating Public agencies to complete this registration on a secure and restricted web site, we can assure the customers, US Communities, and ourselves that when we extract data from our sales journals we will find all the activity of bona fide users of the contract.*
This result in reporting on a customer basis on the required summary level and access to the product level for each individual transaction including:

A summary of the net sales for the quarter
Purchasing Agency Name
Purchasing Agency Address
Individual Transaction Totals

Periodically, when requested, additional information can be provided on a sample basis regarding the specific products purchased during each transaction. Most reports can be transmitted via email to the requesting agency. Other information, such as NIGP codes, manner of payment, delivery on-time or backordered, is also some of the data recorded and archived about every transaction, and is available, on special request
The sales reporting is, and will continue to be, completed for the customer through the Store Support Center
Where we currently have potential participating agencies not procuring under our US Communities agreement we will continue to provide the value of participating under the US Communities contract as our primary offering to those eligible agencies.

BRAND NAMES:

Home Depot Information: *Participating Public Agencies has immediate access to thousands of products available through our Home Depot stores prior to completing a transaction, to help aid in the purchasing decision.*

A typical Home Depot store stocks 30,000 to 40,000 products during the year, including both national brand name and proprietary items. We buy our store merchandise from suppliers located throughout the world. We are not dependent on any single supplier. Most of our merchandise is purchased directly from manufacturers, which eliminates "middleman" costs. We believe that competitive sources of supply are readily available for substantially all of the products we sell in Home Depot stores.

In addition, through in-store Special Orders and products available exclusively on www.homedepot.com our customers have access to hundreds of thousand s additional products
To complement and enhance our product selection, we continued to form strategic alliances and exclusive relationships with selected suppliers to market products under a variety of well-recognized brand names. During fiscal 2010, we offered a number of proprietary and exclusive brands across a wide range of departments including, but not limited to, Behr Premium Plus® paint, Hampton Bay® lighting, Vigoro® lawn care products, Husky® hand tools, RIDGID® and Ryobi® power tools and Glacier Bay® bath fixtures. We also continued our partnership with Martha Stewart Living Omnimedia to offer an exclusive Martha Stewart Living brand of home improvement products in select categories including outdoor living, paint, cabinetry, flooring, and shelving and storage. We may consider additional strategic alliances and relationships with other suppliers and will continue to assess opportunities to expand the range of products available under brand names that are exclusive to The Home Depot.
From our Store Support Center, we maintain a global sourcing merchandise program to source high-quality products directly from manufacturers around the world. Our merchant team identifies and purchases market leading innovative products directly for our stores. These initiatives enable us to improve product features and quality, to import products not currently available to our customers and to offer products at a lower price than would otherwise be available if purchased from third-party importers.

WARRANTY:

Home Depot Information: *All repair and renovation services performed by Home Depot carries a one (1) year workmanship warranty and all manufacturers' product warranties shall be passed on to the end customer.*
Home Depot also offers a robust return policy on product purchases, whereas (most) returns within 90 days of purchase are accommodated with a valid sales receipt for exchange, refund, credited to an associated Home Depot Account, or refunded via The Home Depot store credit.

INVOICES AND PAYMENTS (PURCHASE ORDER):

Home Depot Information: *Consistent with the success of our current US Communities cooperative purchasing contract 050091, it is expected that the majority of the transactions will be processed as credit card sales. Home Depot does accept Purchase Orders (POs) provided that at the time of transaction a payment vehicle is provided – such as a Home Depot (Net 30) Account or credit card number. These transactions will be processed as a credit card sale.*
Electronic Fund Transfers (EFT) can be completed to remit payment on a Home Depot Account upon receipt of an invoice.
Home Depot has also, on occasion, accepted wire transfer payments at the time of transaction.

TAX:

Home Depot Information: *For tax exempt procurements through our local stores, Participating Public Agencies will be required (if not already completed) to register with Home Depot for tax exemption under www.homedepot.com. This is a one-time registration that provides for a unique Home Depot tax exempt number that needs to be identified , at the time of transaction to ensure no tax is incurred on the sale. In addition, our installation and Renovations Services quotes can accommodate tax –free procurements by authorized government agencies.*
Internet ordering through www.homedepot.com is available to Participating Public Agency purchasers but tax exemption is a credit back after the transaction.

DELIVERY, FREIGHT REQUIREMENTS:

Home Depot Information: *An operating premise for retail outlets is that most customers will take their purchases with them; delivery from retail outlets, while offered, should be viewed as a convenience above and beyond usually expectations. This premise is consistent with all our similar agreements. Delivery ARO will depend on a number of reasonable variables, and should be discussed with an in-store associate at the time of purchase. Our delivery documentation does provide for standard commercial packing list information as requested in the solicitation.*

2.1 STRATEGIC ALLIANCE for VOLUME EXPENDITURES ($AVE):

Home Depot Information: *We currently support $AVE Cooperative Purchasing Agreement participant sunder our existing US Communities cooperative purchasing contract 05091 and will continue that support if awarded this contract.*

Home Depot Information: *Home Depot is the world's largest home improvement retailer, operating almost 2,000 stores across the nation and employing more than 300,000 skilled associates. We rely on our hundreds of thousands of in-store sales associates to meet customers face-to-face and address their needs.*
In addition, we have a nationwide outside sales team of over 200 associates who support the needs of the Professional building and maintenance people and government customers by working as a team to provide solutions to those product needs and any services needed by those agencies
We have successfully relied on the outside sales team, consisting of Government Sales Managers, Regional Professional Sales Managers, Pro Account Representatives, and associated teams to support government customers under our existing US Communities contract; and will continue that support.
Our associates live in the communities where they work, as the typical store employees 100 to 150 associates who generally live within 5-10 miles of that store location.

Home Depot Information: *Home Depot operates almost 2,000 stores across the nation – See Attachment E for the complete list.*

Home Depot Information: *Home Depot maintains our main Store Support Center in Atlanta, Georgia. Regionally we maintain 19 additional store support centers throughout the country based upon our geographical alignment that bests support the customers in those areas.*

Distribution

Home Depot Information: *Home Depot's offer is based upon the traditional walk-in/walk-out transactional activity for Retail MRO products with orders processed through our almost 2000 individual stores; consistent with existing US Communities MRO agreement and our other government agreements. This provides the customers immediate access to a complete and comprehensive offering of appliances, building materials, hardware, HVAC, irrigation equipment and supplies, janitorial, landscaping equipment and supplies, motors, pumps, paints and coatings, plumbing, pool chemicals and supplies, hand-held general purpose tools, power tools, window coverings, and any other miscellaneous MRO supplies.*
Each store stocks typically 30,000 to 40,000 products, including both national brand name and proprietary items. If an item is out of stock our sales associates can provide information to the government buyer regarding estimated fill time. Typically, our stores are serviced by the distribution centers multiple times during any week; so out of stock issues are minimized.
In addition, as the largest building supplies retailer/distributor in the country, Home Depot maintains billions in inventory with the majority on the shelves of our retail stores ready for immediate purchase.
Home Depot and its subsidiaries hold for resale more than $10 billion in inventory. Approximately ninety percent is on the shelves of our retail stores ready for immediate purchase; the rest are "in the pipeline", housed in the distribution centers ready to replenish the merchandise sold at our stores.
Home Depot offers a variety of installation services and renovations services. Our Installation Services and Renovations Services programs use only qualified independent contractors nationwide. The Installation Services programs include the installation of products that are sold in our stores, such as carpeting, flooring, cabinets, water heaters and countertops, as well as other products such as generators and furnace and central air systems. The Renovations Services Program is a nationwide repair service offering a full line of renovation products and services

designed to return property to a livable condition and increase marketability. These Services capabilities are further addressed in the information associated with Section 2.4 herein.
As part of our efforts to satisfy a broad range of the needs of our professional customers, we offer a tool rental center in many stores. Home Depot rents approximately 300+ commercial-quality tools and equipment, including saws, floor sanders, generators, gas powered lawn equipment and plumbing tools. Customers can rent the tools on an hourly, daily, weekly or monthly basis. Our associates who work in the tool rental center receive special training in the use and maintenance of tools. We had tool rental centers in over 1000 stores.

Home Depot Information: *We buy our store merchandise from suppliers located throughout the world. We are not dependent on any single supplier. Most of our merchandise is purchased directly from manufacturers, which eliminates "middleman" costs. Competitive sources of supply are readily available for substantially all of the products we sell in Home Depot stores.*

This supply logistics model focuses on removing cost in the system and provides for the best possible prices to our customers.

Home Depot Information: *The almost 2000 The Home Depot stores are included in Tab 10 – Attachment E herein. Our stores range in size from approximately 50,000 square feet to over 160,000 square feet based upon the area's population and needs; as well as other factors.*
Home Depot also maintains 19 Rapid Deployment Centers (RDCs) that are on average over 600,000 square feet, and are strategically placed throughout the country. RDCs allow for aggregation of store product needs to a single purchase order, and then rapid allocation and deployment of inventory to individual stores upon arrival at the center. This process allows improved transportation, simplified order processing at suppliers and last minute reallocation from the time that product needs at stores are determined to actual replenishment. At the end of fiscal 2010, we operated 30 bulk distribution centers and 34 conventional distribution centers

Home Depot Information: *Home Depot's offer is based upon the traditional walk-in/walk-out transactional procurements at our local stores. Delivery is available on a request basis, for which those deliveries are sent through third party carriers we have a business relationship (i.e. UPS, private carriers, etc...). Therefore, the cost of delivery is not "built into" our product selling prices keeping our prices at their everyday low retail price for our customers.*

The Home Depot business model is predicated on the assumption that most customers will take their purchases with them. Delivery, if requested, is treated as an extra service, and may have delivery charges apply. Therefore, the cost of delivery is not "built into" our product selling prices. The Home Depot typically provides for delivery (for a fee) for those customers who request it on a case by case basis

Home Depot also offers a robust return policy on product purchases, whereas (most) returns within 90 days of purchase are accommodated with a valid sales receipt for exchange, refund, credited to an associated Home Depot Account, or refunded via The Home Depot store credit.
For on-line purchases at homedepot.com, there are a variety of ways to return your products:

- *Return the item(s) to a The Home Depot Store location nearest you*
- *Return the item(s) via the shipment method of your choice*
- *Return the item(s) using the returns label that came with your order (charges will be billed to your credit card)*

Home Depot offers a robust return policy on product purchases, whereas (most) returns within 90 days of purchase are accommodated. Some exceptions are:

- *Gasoline-powered equipment may be returned within 30 days of purchase with a valid sales receipt. After 30 days, item may be sent out for repair at the customer's expense, unless covered under warranty*
- *Special order returns are subject to 15% restocking fee. Cancellations may be subject to 15% restocking fee*
- *Returns Not Available on the Following Products: Custom made products and custom tinted paint, utility trailers, Gift Cards, Gift Certificates and Store Credits*

US COMM STORE SUMMARY BY STATE

Home Depot U.S.A. Inc.
Proposal in Response to
Serial 11019 – RFP Maintenance, Repair, Operating Supplies
Industrial Supplies, and Related Services
Tab 10- Attachment E (Retail Stores Locations)

Vendor Name: Home Depot U.S.A., Inc.

		QUANTITY OF RETAIL STORES IN THIS STATE	QUANTITY OF WHOLESALE WAREHOUSE(S) IN THIS STATE	WAREHOUSE LOCATIONS (CITY)
ALABAMA		28	N/A	
ALASKA		7	N/A	
ARIZONA		14	N/A	
ARKANSAS		56	N/A	
CALIFORNIA		231	N/A	
COLORADO		46	N/A	
CONNECTICUT		28	N/A	
DELAWARE		9	N/A	
FLORIDA		153	N/A	
GEORGIA		90	N/A	
HAWAII		7	N/A	
IDAHO		11	N/A	
ILLINOIS		76	N/A	
INDIANA		24	N/A	
IOWA		10	N/A	
KANSAS		16	N/A	
KENTUCKY		14	N/A	
LOUISIANA		28	N/A	
MAINE		11	N/A	
MARYLAND		41	N/A	
MASSACHUSETTS		45	N/A	
MICHIGAN		71	N/A	
MINNESOTA		33	N/A	
MISSISSIPPI		14	N/A	
MISSOURI		34	N/A	
MONTANA		6	N/A	

		QUANTITY OF RETAIL STORES IN THIS STATE	QUANTITY OF WHOLESALE WAREHOUSE(S) IN THIS STATE	WAREHOUSE LOCATIONS (CITY)
NEBRASKA		8	N/A	
NEVADA		21	N/A	
NEW HAMPSHIRE		20	N/A	
NEW JERSEY		67	N/A	
NEW MEXICO		13	N/A	
NEW YORK		100	N/A	
NORTH CAROLINA		42	N/A	
NORTH DAKOTA		1	N/A	
OHIO		70	N/A	
OKLAHOMA		16	N/A	
OREGON		26	N/A	
PENNSYLVANIA		70	N/A	
RHODE ISLAND		8	N/A	
SOUTH CAROLINA		25	N/A	
SOUTH DAKOTA		1	N/A	
TENNESSEE		39	N/A	
TEXAS		178	N/A	
UTAH		22	N/A	
VERMONT		3	N/A	
VIRGINIA		49	N/A	
WASHINGTON		45	N/A	
WEST VIRGINIA		6	N/A	
WISCONSIN		27	N/A	
WYOMING		5	N/A	

Maricopa County
Office of Procurement Services

www.maricopa.gov

Chief Procurement Officer
320 W. Lincoln St.
Phoenix, AZ 85003
Phone: (602) 506-3967
Fax: (602) 258-1573

December 19, 2013

Home Depot U.S.A., INC
2455 Paces Ferry Rd, Floor C-11
Atlanta, GA 30339

We are pleased to notify you that Maricopa County has renewed your contract to supply **MRO SUPPLIES AND RELATED SERVICES** as indicated on the attached award sheet with an effective date of **August 01, 2014.**

In accordance with the bid specifications, purchasing documents will be forwarded to you covering the specific items of this award, which will include deliveries and terms.

If you have any questions regarding Serial **11019-RFP** please contact **Derron Wasp** at **(602) 506-3823.**

Sincerely,

Derron Wasp, Procurement Officer
Office of Procurement Services

DW/ua
Attach.

cc: Office of Procurement Services
re: Serial 11019-RFP

PLEASE SUBSTITUTE ATTACHED REVISED PAGES TO SUBJECT CONTRACT.

DEC 1 9 2013

SERIAL 11019-RFP MRO SUPPLIES AND RELATED SERVICES
Contract - Home Depot U.S.A., INC

DATE OF LAST REVISION: December 19, 2013 CONTRACT END DATE: July 31, 2017

CONTRACT PERIOD THROUGH JULY 31, ~~2014~~ 2017

TO: All Departments

FROM: Office of Procurement Services

SUBJECT: Contract for **MRO SUPPLIES AND RELATED SERVICES**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **July 06, 2011 (Eff. 08/01/11).**

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

Wes Baysinger, Chief Procurement Officer
Office of Procurement Services

DW/ua
Attach

Copy to: Office of Procurement Services
Don Jeffery, Facilities Management
Valerie Chavez, MCDOT

(Please remove Serial 05091-RFP from your contract notebooks)

CONTRACT PURSUANT TO RFP

SERIAL 11019-RFP

This Contract is entered into this sixth (6th) day of July, 2011 by and between Maricopa County ("County"), a political subdivision of the State of Arizona, and Home Depot U.S.A. Inc, a Delaware corporation ("Contractor") for the purchase of Retail Maintenance, Repair and Operating (MRO) commodities and related services.

1.0 CONTRACT TERM:

1.1 This Contract is for a term of three (3) years, beginning on the first (1st) day of August, 2011 and ending the thirty-first (31st) day of July, ~~2014~~ **2017**.

1.2 The County may, at its option and with the agreement of the Contractor, renew the term of this Contract for additional terms up to a maximum of three (3) years, (or at the County's sole discretion, extend the contract on a month-to-month bases for a maximum of six (6) months after expiration). The County shall notify the Contractor in writing of its intent to extend the Contract term at least thirty (30) calendar days prior to the expiration of the original contract term, or any additional term thereafter.

2.0 FEE ADJUSTMENTS:

Retail prices or discounts off marked prices at point-of-sale (POS) are permitted to be adjusted once per calendar year after the initial award, in conjunction with the Contractor's annual catalog publication date.

Any requests for other reasonable pricing adjustments shall be submitted sixty (60) days prior to the catalog publication date. If County agrees to the adjusted discounts, County shall issue written approval of the changes.

3.0 PAYMENTS:

3.1 As consideration for performance of the duties described herein, County shall pay Contractor the sums stated in Exhibit "A."

3.2 For non-procurement card transactions, payment shall be made upon the County's receipt of a properly completed invoice.

3.3 INVOICES (NON-PROCUREMENT CARD TRANSACTIONS):

3.3.1 The Contractor shall submit two (2) legible copies of their detailed invoice before payment(s) can be made. At a minimum, the invoice must provide the following information:

- Company name, address and contact
- County bill-to name and contact information
- Contract serial number
- County purchase order number
- Invoice number and date

or entity for whose acts, errors, omissions, mistakes or malfeasance Contractor may be legally liable.

6.1.2 The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

6.1.3 The scope of this indemnification does not extend to the sole negligence of County.

6.2 **INSURANCE REQUIREMENTS:**

6.2.1 **Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to County.**

6.2.2 **All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of County, constitute a material breach of this Contract.**

6.2.3 **Contractor's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.**

6.2.4 **Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County's right to coverage afforded under the insurance policies.**

6.2.5 **The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to County under such policies. Contractor shall be solely responsible for the deductible and/or self-insured retention and County, at its option, may require Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.**

6.2.6 **County reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance certificates. County shall not be obligated to review policies and/or endorsements or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of County's right to insist on strict fulfillment of Contractor's obligations under this Contract.**

6.2.7 **The insurance policies required by this Contract, except Workers' Compensation, shall name County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.**

6.2.8 **The policies required hereunder, except Workers' Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.**

6.2.9 **Commercial General Liability:**

Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than $2,000,000 for each occurrence, $2,000,000 Products/Completed Operations Aggregate, and $4,000,000 General Aggregate

Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provision which would serve to limit third party action over claims. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

6.2.10 **Automobile Liability:**

Commercial/Business Automobile Liability insurance and, if necessary, Commercial Umbrella insurance with a combined single limit for bodily injury and property damage of not less than $2,000,000 each occurrence with respect to any of the Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services under this Contract.

6.2.11 **Workers' Compensation:**

6.2.11.1 **Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services under this Contract; and Employer's Liability insurance of not less than $1,000,000 for each accident, $1,000,000 disease for each employee, and $1,000,000 disease policy limit.**

6.2.11.2 **Contractor waives all rights against County and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Contractor pursuant to this Contract.**

6.2.12 Certificates of Insurance.

6.2.12.1 Prior to commencing work or services under this Contract, Contractor shall furnish the County with certificates of insurance, or formal endorsements as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.

6.2.12.1.1 In the event any insurance policy (ies) required by this Contract is (are) written on a "claims made" basis, coverage shall extend for two (2) years past completion and acceptance of Contractor's work or services and as evidenced by annual Certificates of Insurance.

6.2.12.1.2 If a policy does expire during the life of the Contract, a renewal certificate must be sent to County fifteen (15) days prior to the expiration date.

6.2.13 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

6.3 WARRANTY OF SERVICES:

6.3.1 The Contractor warrants that all services provided hereunder will conform to the requirements of the Contract, including all descriptions, specifications and attachments made a part of this Contract. County's acceptance of services or goods provided by the Contractor shall not relieve the Contractor from its obligations under this warranty.

For Contractor:

Home Depot U.S.A., INC
Contract Manager
2455 Paces Ferry Road C-11
Atlanta, GA 30339

6.8 **LANGUAGE FOR REQUIREMENTS CONTRACTS:**

Contractors signify their understanding and agreement by signing a bid submittal, that the Contract resulting from the bid will be a requirements contract. However, the Contract does not guarantee any purchases will be made. It only indicates that if purchases are made for the materials contained in the Contract, they will be purchased from the Contractor awarded that item. Orders will only be placed when the County identifies a need and proper authorization and documentation have been approved.

County reserves the right to cancel Purchase Orders within a reasonable period of time after issuance. Should a Purchase Order be canceled, the County agrees to reimburse the Contractor but only for actual and documentable costs incurred by the Contractor due to and after issuance of the Purchase Order. The County will not reimburse the Contractor for any costs incurred after receipt of County notice of cancellation, or for lost profits, shipment of product prior to issuance of Purchase Order, etc.

Contractors agree to accept verbal notification of cancellation from the County Procurement Officer with written notification to follow. By submitting a bid in response to this Invitation for Bids, the Contractor specifically acknowledges to be bound by this cancellation policy.

6.9 TERMINATION FOR CONVENIENCE:

The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the County without penalty or recourse. Upon receipt of the written notice, the Contractor shall immediately stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the County. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination.

6.10 TERMINATION FOR DEFAULT:

6.10.1 In addition to the rights reserved in the Contract, the County may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.

6.10.2 The County may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract.

6.10.3 The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

6.11 **TERMINATION BY THE COUNTY:**

If the Contractor should be adjudged bankrupt or should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, the County may terminate the Contract. If the Contractor should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to provide enough properly skilled workers or proper materials, or persistently disregard laws and ordinances, or not proceed with work or otherwise be guilty of a substantial violation of any

provision of this Contract, then the County may terminate the Contract. Prior to termination of the Contract, the County shall give the Contractor fifteen- (15) calendar day's written notice. Upon receipt of such termination notice, the Contractor shall be allowed fifteen (15) calendar days to cure such deficiencies.

6.12 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

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

6.13 OFFSET FOR DAMAGES;

In addition to all other remedies at law or equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance under this contract.

6.14 ADDITIONS/DELETIONS OF SERVICE:

The County reserves the right to add and/or delete products and/or services provided under this Contract. If a requirement is deleted, payment to the Contractor will be reduced proportionately to the amount of service reduced in accordance with the proposal price. If additional services and/or products are required from this Contract, prices for such additions will be negotiated between the Contractor and the County.

6.15 RELATIONSHIPS:

In the performance of the services described herein, the Contractor shall act solely as an independent contractor, and nothing herein or implied herein shall at any time be construed as to create the relationship of employer and employee, partnership, principal and agent, or joint venture between the District and the Contractor.

6.16 SUBCONTRACTING:

The Contractor may not assign this Contract or subcontract to another party for performance of the terms and conditions hereof without the written consent of the County, which shall not be unreasonably withheld. All correspondence authorizing subcontracting must reference the Proposal Serial Number and identify the job project.

6.17 AMENDMENTS:

All amendments to this Contract shall be in writing and approved/signed by both parties. Maricopa County **Office of Procurement Services** shall be responsible for approving all amendments for Maricopa County.

6.18 **ACCESS TO AND RETENTION OF RECORDS FOR THE PURPOSE OF AUDIT AND/OR OTHER REVIEW:**

In accordance with section MCI 367 of the Maricopa County Procurement Code the Contractor agrees to retain all books, records, accounts, statements, reports, files, and other records and back-up documentation relevant to this Contract for six (6) years after final payment or until after the resolution of any audit questions which could be more than six (6) years, whichever is latest. The County, Federal or State auditors and any other persons duly

authorized by the Department shall have full access to, and the right to examine, copy and make use of, any and all said materials.

If the Contractor's books, records , accounts, statements, reports, files, and other records and back-up documentation relevant to this Contract are not sufficient to support and document that requested services were provided, the Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

If at any time it is determined by the County that a cost for which payment has been made is a disallowed cost, the County shall notify the Contractor in writing of the disallowance. The course of action to address the disallowance shall be at sole discretion of the County, and may include either an adjustment to future claim submitted by the Contractor by the amount of the disallowance, or to require reimbursement forthwith of the disallowed amount by the Contractor by issuing a check payable to Maricopa County.

6.19 AUDIT DISALLOWANCES:

6.19.1 If at any time, County determines that a cost for which payment has been made is a disallowed cost, such as overpayment, County shall notify the Contractor in writing of the disallowance. County shall also state the means of correction, which may be but shall not be limited to adjustment of any future claim submitted by the Contractor by the amount of the disallowance, or to require repayment of the disallowed amount by the Contractor.

6.20 ALTERNATIVE DISPUTE RESOLUTION:

6.20.1 After the exhaustion of the administrative remedies provided in the Maricopa County Procurement Code, any contract dispute in this matter is subject to compulsory arbitration. Provided the parties participate in the arbitration in good faith, such arbitration is not binding and the parties are entitled to pursue the matter in state or federal court sitting in Maricopa County for a de novo determination on the law and facts. If the parties cannot agree on an arbitrator, each party will designate an arbitrator and those two arbitrators will agree on a third arbitrator. The three arbitrators will then serve as a panel to consider the arbitration. The parties will be equally responsible for the compensation for the arbitrator(s). The hearing, evidence, and procedure will be in accordance with Rule 74 of the Arizona Rules of Civil Procedure. Within ten (10) days of the completion of the hearing the arbitrator(s) shall:

6.19.1.1 Render a decision;
6.19.1.2 Notify the parties that the exhibits are available for retrieval; and
6.19.1.3 Notify the parties of the decision in writing (a letter to the parties or their counsel shall suffice).

6.20.2 Within ten (10) days of the notice of decision, either party may submit to the arbitrator(s) a proposed form of award or other final disposition, including any form of award for attorneys' fees and costs. Within five (5) days of receipt of the foregoing, the opposing party may file objections. Within ten (10) days of receipt of any objections, the arbitrator(s) shall pass upon the objections and prepare a signed award or other final disposition and mail copies to all parties or their counsel.

6.20.3 Any party which has appeared and participated in good faith in the arbitration proceedings may appeal from the award or other final disposition by filing an action in the state or federal court sitting in Maricopa County within twenty (20) days after date of the award or other final disposition. Unless such action is dismissed for failure to prosecute, such action will make the award or other final disposition of the arbitrator(s) a nullity.

6.21 SEVERABILITY:

The invalidity, in whole or in part, of any provision of this Contract shall not void or affect the validity of any other provision of this Contract.

6.22 RIGHTS IN DATA:

The County shall own have the use of all data and reports resulting from this Contract without additional cost or other restriction except as provided by law. Each party shall supply to the other party, upon request, any available information that is relevant to this Contract and to the performance hereunder.

6.23 INTEGRATION:

This Contract represents the entire and integrated agreement between the parties and supersedes all prior negotiations, proposals, communications, understandings, representations, or agreements, whether oral or written, express or implied.

6.24 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §41-4401 AND FEDERAL IMMIGRATION LAWS AND REGULATIONS:

6.24.1 By entering into the Contract, the Contractor warrants compliance with the Immigration and Nationality Act (INA using e-verify) and all other federal immigration laws and regulations related to the immigration status of its employees and A.R.S. §23-214(A). The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the Immigration Reform and Control Act of 1986, as amended from time to time, for all employees performing work under the Contract and verify employee compliance using the E-verify system and shall keep a record of the verification for the duration of the employee's employment or at least three years, whichever is longer. I-9 forms are available for download at USCIS.GOV.

6.24.2 The County retains the legal right to inspect contractor and subcontractor employee documents performing work under this Contract to verify compliance with paragraph 6.23.1 of this Section. Contractor and subcontractor shall be given reasonable notice of the County's intent to inspect and shall make the documents available at the time and date specified. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County will consider this a material breach of the contract and may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

6.24.3 This section is applicable to services provided in the state of Arizona only. The Contractor shall comply with similar statutes that may have been enacted in other states.

~~6.25 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §§35-391.06 AND 35-393.06 BUSINESS RELATIONS WITH SUDAN AND IRAN:~~

~~6.25.1 By entering into the Contract, the Contractor certifies it does not have scrutinized business operations in Sudan or Iran. The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract.~~

~~6.25.2 The County may request verification of compliance for any contractor or subcontractor performing work under the Contract. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County may pursue any and all~~

~~remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.~~

6.26 CONTRACTOR LICENSE REQUIREMENT:

6.26.1 The Respondent shall procure all permits, insurance, licenses and pay the charges and fees necessary and incidental to the lawful conduct of his/her business, and as necessary complete any required certification requirements, required by any and all governmental or non-governmental entities as mandated to maintain compliance with and in good standing for all permits and/or licenses. The Respondent shall keep fully informed of existing and future trade or industry requirements, Federal, State and Local laws, ordinances, and regulations which in any manner affect the fulfillment of a Contract and shall comply with the same. Contractor shall immediately notify both the **Office of Procurement Services** and the using agency of any and all changes concerning permits, insurance or licenses.

6.26.2 Respondents furnishing finished products, materials or articles of merchandise that will require installation or attachment as part of the Contract, shall possess any licenses required. A Respondent is not relieved of its obligation to posses the required licenses by subcontracting of the labor portion of the Contract. Respondents are advised to contact the Arizona Registrar of Contractors, Chief of Licensing, at (602) 542-1525 to ascertain licensing requirements for a particular contract. Respondents shall identify which license(s), if any, the Registrar of Contractors requires for performance of the Contract.

6.27 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

6.27.1 The undersigned (authorized official signing for the Contractor) certifies to the best of his or her knowledge and belief, that the Contractor, defined as the primary participant in accordance with 45 CFR Part 76, and its principals:

6.26.1.1 are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;

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

6.26.1.3 are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and

6.26.1.4 have not within a 3-year period preceding this Contract had one or more public transaction (Federal, State or local) terminated for cause of default.

6.27.2 Should the Contractor not be able to provide this certification, an explanation as to why should be attached to the Contact.

6.27.3 The Contractor agrees to include, without modification, this clause in all lower tier covered transactions (i.e. transactions with subcontractors) and in all solicitations for lower tier covered transactions related to this Contract.

6.28 PRICES:

Contractor warrants that prices extended to County under this Contract are no higher than those paid by any other non-federal government customer for these or similar services.

6.29 GOVERNING LAW:

This Contract shall be governed by the laws of the state of Arizona. Venue for any actions or lawsuits involving this Contract will be in Maricopa County Superior Court or in the United States District Court for the District of Arizona, sitting in Phoenix, Arizona

6.30 ORDER OF PRECEDENCE:

In the event of a conflict in the provisions of this Contract and Contractor's license agreement, if applicable, the terms of this Contract shall prevail.

6.31 STRATEGIC ALLIANCE for VOLUME EXPENDITURES ($AVE)

The County is a member of the $AVE cooperative purchasing group. $AVE includes the State of Arizona, many Phoenix metropolitan area municipalities, and many K-12 unified school districts. Under the $AVE Cooperative Purchasing Agreement, and with the concurrence of the successful Respondent under this solicitation, a member of $AVE may access a contract resulting from a solicitation issued by the County. If you **do not** want to grant such access to a member of $AVE, **please so state** in your proposal. In the absence of a statement to the contrary, the County will assume that you do wish to grant access to any contract that may result from this Request for Proposal.

6.32 INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENTS (ICPA's)

County currently holds ICPA's with numerous governmental entities throughout the State of Arizona. These agreements allow those entities, with the approval of the Contractor, to purchase their requirements under the terms and conditions of the County Contract. Please indicate on Attachment A, your acceptance or rejection regarding such participation of other governmental entities. Your response will not be considered as an evaluation factor in awarding a contract.

6.33 INCORPORATION OF DOCUMENTS:

The following are to be attached to and made part of this Contract:

6.33.1 Exhibit A, Pricing;
6.33.2 Exhibit B, Scope of Work;

6.34 **INFLUENCE**

As prescribed in MC1-1202 of the Maricopa County Procurement Code, any effort to influence an employee or agent to breach the Maricopa County Ethical Code of Conduct or any ethical conduct, may be grounds for Disbarment or Suspension under MC1-902.
An attempt to influence includes, but is not limited to:

6.34.1 **A Person offering or providing a gratuity, gift, tip, present, donation, money, entertainment or educational passes or tickets, or any type valuable contribution or subsidy,**

6.34.2 **That is offered or given with the intent to influence a decision, obtain a contract, garner favorable treatment, or gain favorable consideration of any kind.**

If a Person attempts to influence any employee or agent of Maricopa County, the Chief Procurement Officer, or his designee, reserves the right to seek any remedy provided by the Maricopa County Procurement Code, any remedy in equity or in the law, or any remedy provided by this contract.

File #: 15-421, **Version:** 1

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

Purpose and Recommended Action

This is a request for the City Council to authorize the Acting City Manager to reclassify existing positions within the organization that have experienced a change in duties and/or responsibilities.

Background

As the City seeks out ways to more innovatively provide city services, jobs must adapt to address those changes. Department Directors work closely with the Human Resources and Risk Management Department to conduct job studies and make these changes when necessary. At times this may require a change in job duties and/or responsibilities that places the job in a different job classification. When this occurs, a reclassification of the job is necessary. Reclassifications, while permitted under Human Resources Policy 301, do create a change to Schedule 9 of the Fiscal Year (FY) 2014-15 Budget. Human Resources Policy 301.II.A.4 states the following with regard to position reclassifications:

A position may be reclassified when the essential duties and responsibilities of the position change significantly through the addition or deletion of essential job functions. Positions may be reclassified to a higher or lower classification and pay range as a result of a job study. The recommendation made to the City Manager by the Human Resources & Risk Management Director and approved by the City Council is final. Classification decisions are not appealable or grievable.

a. When a filled position is reclassified to a class in a higher pay range, the employee occupying the position may receive a salary adjustment for the reclassification as determined by Human Resources. If the employee's current salary is less than the minimum of the new range the employee will be placed at the minimum of the new range.
b. If, at the time of the reclassification, an employee is receiving temporary assignment pay for performing additional duties that fall within the scope of the new classification, the employee's base salary will be adjusted accordingly but shall not exceed the maximum of the new grade and the temporary assignment pay shall cease.
c. If a filled position is reclassified or reevaluated and assigned a lower pay range, the employee's pay will not be reduced. However, if the employee's current salary is above the maximum of the new pay range, the employee will not be eligible for any additional increase in salary until the pay range maximum is once again higher than the actual salary.

As the city moves forward, it is prudent to reassess the current structure and opportunities for realignment to better prepare the city for the future.

The Fire Department would like to reclassify a Fire Community Outreach Coordinator position to a Fire Human Services Manager. The position was responsible for providing community outreach services and programs. It now manages two regular full time employees and between 80 and 120 volunteers and interns who participate in Crisis Response, Community Education or other Fire Department events. The position is responsible for staff management, budget development and oversight, scheduling of interns and volunteers, and developing partnerships and other collaborative relationships with community groups, vendors, and businesses.

The Police Department has a need to reclassify a vacant Police Crime/Stats Analyst to a Police Planning and Research Analyst. The department is undergoing a comprehensive technology upgrade. As a result, the job duties of a traditional Crime Analyst will become broader and will more closely align with the role and responsibilities of a Police Planning and Research Analyst.

Public Works (Field Operations Division) would like to reclassify a vacant Equipment Mechanic Specialist to a Fleet Acquisition and Billing Supervisor. The position has been vacant since May 2014. Because of position eliminations, the fleet administrative duties were assigned to Shop Supervisors. Additional administrative duties were also added to these jobs, resulting in less time for the supervisors to focus on shop oversight, efficiencies and productivity. A recent audit also found a significant weakness in the lack of front line supervisors. Reclassifying this vacant Equipment Mechanic Specialist to a Fleet Acquisition and Billing Supervisor will allow the position to focus on these fleet administrative duties (specifically, the acquisition of fleet vehicles and billing services for fleet maintenance and repairs).

Public Works (Transit Division) would like to reclassify a vacant Sr. Management Assistant to a Management Assistant. After reviewing the job duties of each classification, Human Resources and the department determined that the Management Assistant classification best described the responsibilities that were needed in the position.

Analysis

The Human Resources and Risk Management Department works closely with Department Directors in conducting job studies to determine whether a job requires reclassification. It is important that job descriptions accurately reflect the duties being performed by employees and that the job classification reflects the level of duties and responsibilities required of the position. This ensures that the City provides a clear understanding to employees of what their duties are, identifies the appropriate level within the organization the position holds and assists supervisors with directing and assessing the performance of employees. It also assists with any confusion that might arise between the City and employees as to the duties and responsibilities required of a position.

Previous Related Council Action

On June 10, 2014, Council approved the FY 2014-15 Budget which includes a listing of all approved positions in Schedule 9 of the Budget Book.

Council approved position reclassifications at the October 14, 2014 Council meeting.

Council approved a position reclassification at the October 28, 2014 Council meeting.

Council approved position reclassifications at the December 18, 2014 Council meeting.

Council approved position reclassifications at the March 24, 2015 Council meeting.

Council approved position reclassifications at the May 12, 2015 Council meeting.

Council approved position reclassifications at the May 26, 2015 Council meeting.

Community Benefit/Public Involvement

Ensuring that job descriptions appropriately reflect the duties being performed protect the city from potential litigation and help ensure that the citizens are receiving the appropriate level of services necessary.

Budget and Financial Impacts

Capital Expense? No

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?

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Positions recommended for Reclassification
June 23, 2015

Position Number	Department	Fund #	Fund Name	Previous Title	New Title	Description of Request	Effective Date of Action	Estimated Base Cost for Remainder of FY
1253	Fire	1000	General	Fire Comm Outreach Coord	Fire Human Services Manager	Additional higher level responsibilities added	6/27/2015	$0.00
1090	Police	1000	General	Police Crime/ Stats Analyst	Police Plan & Research Analyst	Realign to better meet department needs.	6/27/2015	$0.00
1890	Public Works	1040	General Services	Equip Mechanic Spec	Fleet Acquisition and Billing Supervisor	Realign to better meet department needs.	6/27/2015	$0.00
0526	Public Works	1660	Transportation Sales Tax	Sr Mgmt Asst	Mgmt Asst	Realign to better meet department needs.	6/27/2015	$0.00

File #: 15-278, **Version:** 1

AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT WITH HD SUPPLY WATERWORKS GROUP, INC., DOING BUSINESS AS HD SUPPLY WATERWORKS, LTD, FOR THE PURCHASE OF FIRE HYDRANTS AND PARTS UTILIZING A CITY OF CHANDLER COOPERATIVE PURCHASING CONTRACT

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

Purpose and Recommended Action

This is a request for City Council to authorize the Acting City Manager to enter into a multi-year linking agreement with HD Supply Waterworks Group, Inc., doing business as HD Supply Waterworks, LTD, for the purchase of fire hydrants and parts in an amount not to exceed $900,000 ($300,000 annually over the contract term of three years). This cooperative purchase is available through an agreement between the City of Chandler and HD Waterworks LTD, contract WH3-890-3218, and is effective through May 31, 2016 with two one-year extensions through April 30, 2018.

Background

The Water Services Department functions to provide safe and reliable water and wastewater services for City of Glendale residents and businesses. In addition to providing drinking water, the water system provides fire protection with over 8,000 fire hydrants.

Hydrant maintenance, replacement, and repair ensure reliable and sufficient water service for fire protection in the community.

Analysis

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

HD Waterworks LTD was awarded their contract by City of Chandler through a competitive bid process and includes a provision for cooperative purchasing. Materials Management and the City Attorney's Office have reviewed and approved the utilization of the agreement from the City of Chandler for the defined services, and concur the cooperative purchase is in the best interest of the city.

This action will authorize the City Manager to enter into a linking agreement with HD Waterworks LTD

through May 31, 2016, and as needed, extend the agreement annually through April 30, 2018.

Previous Related Council Action

On June 10, 2014, Council authorized the expenditure of funds in an annual amount not to exceed $300,000 from HD Waterworks LTD for the purchase of equipment and parts.

On June 11, 2013, Council approved expenditure authorization for chemicals and services obtained under cooperative purchasing agreements for purchases over $50,000 for FY 2013-14 in the amount of $4,909,322.

On October 9, 2012, Council approved expenditure authorization for chemicals and services obtained under cooperative purchasing agreements for purchases over $50,000 for FY 2012-13 in the amount of $4,573,500.

Community Benefit/Public Involvement

Hydrant maintenance, replacement, and repair ensure reliable and sufficient water service for fire protection in the community.

Budget and Financial Impacts

Funding is available in the Fiscal Year 2014-15 Water Services operating budget. Annual budget appropriation thereafter is contingent upon Council approval. Total expenditures are not to exceed $900,000 for the term of this agreement.

Cost	Fund-Department-Account
$300,000	**2400-17290-524400, Water Distribution**

Capital Expense? No

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?

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LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
HD SUPPLY WATERWORKS GROUP, INC. D.B.A. HD SUPPLY WATERWORKS, LTD

THIS LINKING AGREEMENT (this "Agreement") is entered into as of this ___ day of _____, 20__, between the City of Glendale, an Arizona municipal corporation (the "City"), and HD Supply Waterworks Group, Inc. d.b.a. HD Supply Waterworks, LTD, a Delaware corporation authorized to do business in Arizona ("Contractor"), collectively, the "Parties."

RECITALS

A. On **May 1, 2013**, under the S.A.V.E. Cooperative Purchasing Agreement, the **City of Chandler** entered into a contract with Contractor to purchase the goods and services described in the **Water Works Supplies Agreement, No. WH3-890-3218**, which is attached hereto as **Exhibit A**. The **Water Works Supplies Agreement** permits its cooperative use by other governmental agencies including the City. The **Water Works Supplies Agreement** is hereinafter referred at as the Cooperative Purchasing Agreement.

B. Section 2-149 of the City's Procurement Code permits the Materials Manager to procure goods and services by participating with other governmental units in cooperative purchasing agreements when the best interests of the City would be served.

C. Section 2-149 also provides that Materials Manager may enter into such cooperative agreements without meeting the formal or informal solicitation and bid requirements of Glendale City Code Sections 2-145 and 2-146.

D. The City desires to contract with Contractor for supplies or services identical, or nearly identical, to the supplies or services Contractor is providing other units of government under the Cooperative Purchasing Agreement. Contractor consents to the City's utilization of the Cooperative Purchasing Agreement as the basis of this Agreement, and Contractor desires to enter into this Agreement to provide the supplies and services set forth in this Agreement.

AGREEMENT

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

1. Term of Agreement. The City is purchasing the supplies and/or services from Contractor pursuant to Cooperative Purchasing Agreement. According to the Cooperative Purchasing Agreement award and rate sheet, which are attached hereto as part of **Exhibit B**, purchases can be made by governmental entities from the date of award, which was **May 1, 2013**, until the date the contract expires on **May 31, 2016** unless the term of the Cooperative Purchasing Agreement is extended by the mutual agreement of the original contracting parties. The Cooperative Purchasing Agreement, however, may not extend the contract

beyond **April 30, 2018**. Renewals are not automatic and shall only occur if the City gives the Contractor notice of its intent to renew. The City may give the Contractor notice of its intent to renew this Agreement 30 days prior to the anniversary of the Effective Date to effectuate such a **one-year** renewal.

2. Scope of Work; Terms, Conditions, and Specifications.

   A. Contractor shall provide City the supplies and/or services identified in the Scope of Work attached hereto as **Exhibit A**.

   B. Contractor agrees to comply with all the terms, conditions and specifications of the Cooperative Purchasing Agreement. Such terms, conditions and specifications are specifically incorporate into and are an enforceable part of this Agreement.

3. Compensation.

   A. City shall pay Contractor compensation at the same rate and on the same schedule as the Cooperative Purchasing Agreement, unless the City and Contractor agree otherwise, as provided in **Exhibit B** hereto.

   B. The total purchase price for the supplies and/or services purchased under this Agreement shall not exceed **nine-hundred thousand dollars ($900,000)**.

4. Cancellation. This Agreement may be cancelled pursuant to A.R.S. § 38-511.

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

6. E-verify. Contractor complies with A.R.S. § 23-214 and agrees to comply with the requirements of A.R.S. § 41-4401.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE.]

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

"City"

City of Glendale, an Arizona municipal corporation

By: _____
Richard A. Bowers
Acting City Manager

"Contractor"

HD Supply Waterworks, Inc. d.b.a HD Supply Waterworks, LTD, a Delaware corporation

By: _____
Name: Thomas Otto
Title: Account Manager

ATTEST:

_____
~~Pamela Hanna (SEAL)~~
City Clerk

APPROVED AS TO FORM:

_____
Michael D. Bailey
City Attorney

LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
HD SUPPLY WATERWORKS GROUP, INC, D.B.A. HD SUPPLY WATERWORKS, LTD

EXHIBIT A

City of Chandler Contract WH3-890-3218 - Water Works Supplies Agreement

Contract Amendment – One

Contract Amendment – Two

CITY OF CHANDLER PURCHASE CONTRACT
WATER WORKS SUPPLIES
AGREEMENT NO.: WH3-890-3218

THIS AGREEMENT is made and entered into this 24 day of April 2, 2013, by and between the City of Chandler, a Municipal Corporation of the State of Arizona, hereinafter referred to as "CITY", and HD Supply Waterworks, LTD, hereinafter referred to as "CONTRACTOR".

NOW THEREFORE, in consideration of the mutual promises and obligations set forth herein, the parties hereto agree as follows:

1. **CONTRACT ADMINISTRATION AND OPERATION:**

1.1. **Contract Administrator:** CONTRACTOR shall act under the authority and approval of the Central Supply Supervisor/designee (Contract Administrator), to provide the goods and merchandise required by this Contract.

1.2. **Ordering Instructions:** Authorization for purchases under the terms and conditions of this contract will be made only upon issuance of a CITY Purchase Order, a Contract Release Order or use of a City Procurement Card.

1.3 **Ordering Process.** Upon award of a contract by the City, any designated department may procure the specific product, equipment or material awarded by the issuance of a Contract Purchase Order to the appropriate CONTRACTOR. Each Contract Purchase Order must cite the correct Chandler contract number.

1.4 **Annual Usage Report.** CONTRACTOR shall furnish CITY a usage report on an annual basis delineating the acquisition activity governed by the contract. The format of the report shall be approved by CITY and shall disclose the quantity and the dollar value of each contract item by individual purchasing unit. The report shall indicate all cooperative purchasing entities utilizing the contract.

2. **GOODS AND MERCHANDISE TO BE PROVIDED:** CONTRACTOR shall provide to CITY the goods and merchandise listed on Exhibit A, attached hereto and made a part hereof by reference, at the prices listed on Exhibit B, all as more specifically set forth in the Specifications and details included therein.

2.1. **Safety Standards:** All items supplied pursuant to this contract must comply with the current applicable occupational safety and health standards of the State of Arizona Industrial Commission, the National Electric Code, and the National Fire Protection Association Standards.

2.2. **Non-Discrimination.** The CONTRACTOR shall comply with State Executive Order No. 99-4 and all other applicable City, State and Federal laws, rules and regulations, including the Americans with Disabilities Act.

2.3. **Product Discontinuance (Categories):** In the event that a required product or model is discontinued by the manufacturer, CITY at its sole discretion may allow CONTRACTOR to provide a substitute for the discontinued item. CONTRACTOR shall request permission to substitute a new product or model and provide the following:

A formal announcement from the manufacturer that the product or model has been discontinued.

Documentation from the manufacturer that names the replacement product or model.

Documentation that provides clear and convincing evidence that the replacement will be compatible with all the functions or uses of the discontinued product or model.

Approved by Legal 8-31-05

cc 4-25-13

CL-96-90

Documentation confirming that the price for the replacement is the same as or less than the discontinued model.

If requested by CITY, CONTRACTOR shall provide a sample of the replacement product.

2.4. **Licenses:** CONTRACTOR shall maintain in current status all Federal, State and local licenses and permits required for the operation of the business conducted by CONTRACTOR as applicable to this contract.

2.5. **Contract Orders:** CONTRACTOR shall, in accordance with all terms and conditions of this Contract, fully perform and shall be obligated to comply with all contract orders received by CONTRACTOR prior to the expiration or termination hereof, unless otherwise directed in writing by the Contract Administrator, including, without limitation, all contract orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

2.6. **Advertising, Publishing and Promotion of Contract:** The CONTRACTOR shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.

2.7. **Compliance With Applicable Laws:** CONTRACTOR shall comply with all applicable Federal, state and local laws, and with all applicable license and permit requirements.

2.8. **Assignment:** Services covered by this Contract shall not be assigned in whole or in part without the prior written consent of CITY.

2.9. **Amendments:** The Contract may be modified only through a written Contract Amendment executed by authorized persons for both parties. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by CITY in writing or made unilaterally by the CONTRACTOR are violations of the Contract and of applicable law. Such changes, including unauthorized written Contract Amendments shall be void and without effect, and the CONTRACTOR shall not be entitled to any claim under this Contract based on those changes.

2.10. **Payment.** A separate invoice shall be issued for each shipment of goods or materials, and no payment will be issued prior to receipt of goods or materials and receipt of a correct invoice.

2.11. **Estimated Quantities.** The quantities shown on Exhibit B (the Price List) are estimates only, based upon available information. Payment shall be based on actual quantities and there is no guarantee that any certain quantity shall be required by CITY. CITY reserves the right to increase or decrease the quantities actually required.

2.12. **Catalogs/Contract Price Listing.** As applicable, the CONTRACTOR(s) shall be required to furnish to all requesting departments catalogs at no cost, which will outline contract prices.

2.13. **Current Models.** It is CITY's intent to procure materials of the latest technology. All materials bid must be in current production and parts must be available for a minimum of five (5) years from bid date.

2.14. **Current Products.** All products offered in response to this solicitation shall be in current and ongoing production; shall have been formally announced for general marketing purposes; shall be a model or type currently functioning in a user (paying customer) environment and capable of meeting or exceeding all specifications and requirements set forth in this solicitation.

2.15. **New/Current Products.** All goods, equipment, materials, parts and other components supplied pursuant to this Contract shall be new, or the latest model and of the most suitable grade for the purpose intended.

2.16. **New Products.** New products announced by manufacturers on contract may be submitted by the CONTRACTOR for add-ons to the existing contract. Pricing shall be equivalent to the percentage discount for each brand or class of product originally offered.

2.17. **Packing and Shipping.** The CONTRACTOR shall be responsible for industry standard packing, which conforms to requirements of carrier's tariffs and Interstate Commerce Commission (ICC) regulations. Containers must be clearly marked as to lot number, destination, address and purchase order number.

3. **WARRANTIES:**

3.1. **Liens:** CONTRACTOR warrants that the materials supplied under this Contract are free of liens and shall remain free of liens.

3.2. **Quality:** Unless otherwise modified elsewhere in these terms and conditions, CONTRACTOR warrants that, for one year after acceptance by CITY of the materials, they shall be:

3.2.1. Of a quality to pass without objection in the trade under the Contract description;

3.2.2. Fit for the intended purposes for which the materials are used;

3.2.3. Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;

3.2.4. Adequately contained, packaged and marked as the Contract may require; and

3.2.5. Conform to the written promises or affirmations of fact made by CONTRACTOR.

3.3. **Fitness:** CONTRACTOR warrants that any material supplied to CITY shall fully conform to all requirements of the Contract and all representations of CONTRACTOR, and shall be fit for all purposes and uses required by the Contract.

3.4. **Inspection/Testing:** The warranties set forth in Section 3 herein are not affected by inspection or testing of or payment for the materials by CITY.

3.5. **One-Year Warranty.** CONTRACTOR must provide a one-year warranty on all goods or equipment supplied pursuant to this Contract.

4. **ACCEPTANCE AND DOCUMENTATION:** All goods are subject to final inspection and acceptance by CITY. Material failing to meet the requirements of this Contract will be held at CONTRACTOR's risk and may be returned to CONTRACTOR. If so returned, the cost of transportation, unpacking, inspection, repacking, reshipping or other like expenses are the responsibility of CONTRACTOR. CITY may elect to do any or all of the following: Waive the non-conformance; stop the work immediately; or bring the material into compliance. Defective Products. All defective products shall be replaced and exchanged by CONTRACTOR. The cost of transportation, unpacking, inspection, repacking, reshipping or other like expenses shall be paid by the CONTRACTOR. All replacement products must be received by CITY within seven (7) days of initial notification

4.1. **Records.** The CONTRACTOR shall retain all data and other "records" relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract.

4.2. **Audit.** At any time during the term of this Contract and five (5) years thereafter, CONTRACTOR's books and records shall be subject to audit by CITY to the extent that the books and records relate to the performance of the Contract or Subcontract. Upon request, CONTRACTOR shall produce a legible copy of any or all such records. Prior to such audit, the CITY will execute a mutually agreeable non-disclosure agreement with the CONTRACTOR.

4.3. **Delivery.** Delivery shall be made within 2-14 days calendar days after receipt of a Contract Purchase Order (ARO).

5. **PRICE:** CITY shall pay to CONTRACTOR an amount not to exceed Two hundred fifty one thousand three hundred thirty-eight and eighty nine cents/Dollars ($251,338.89) for the completion of all the work and services described herein, which sum shall include all costs or expenses incurred by CONTRACTOR, payable as set forth in Exhibit B, attached hereto and made a part hereof by reference.

5.1. **Pricing:** Prices stated include all freight, insurance, warranty costs, and any other applicable costs.

5.2. **Payment:** A separate invoice shall be issued for each shipment of goods or merchandise, and no payment will be issued prior to receipt of material and a correct invoice. All billing invoices shall include delivery time, purchase order number, and contractual payment terms. Items are to be identified by the name, model number, contract number, line item number, and serial number if applicable. Payment. CONTRACTOR shall submit to the issuing department, after completion of the task or combination of tasks listed by the issuing departments task order, a statement of charges for the work completed under that task order, in conformance with the pricing schedule of this contract, the issuing department shall process the claim for prompt payment in accordance with the standard operating procedures of CITY.

5.3. **Delivery:** All prices are F.O.B. Destination and include all delivery and unloading at the specified destinations. CONTRACTOR shall retain title and control of all goods until they are delivered and accepted by CITY. All risk of transportation and all related charges shall be the responsibility of CONTRACTOR. All claims for visible or concealed damage shall be filed by CONTRACTOR. CITY will notify CONTRACTOR promptly of any damaged goods and shall assist CONTRACTOR in arranging for inspection.

5.4. **Risk of Loss:** CONTRACTOR shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with CONTRACTOR regardless of receipt.

5.5. **Taxes:** CONTRACTOR shall be solely legally responsible for any and all tax obligations, which may result out of CONTRACTOR'S performance of this Contract. CITY shall have no legal obligation to pay any amounts for taxes, of any type, incurred by CONTRACTOR. City agrees that Contractor may bill the City for applicable privilege license taxes which are paid for by Contractor and that the City will reimburse Contractor for privilege license taxes actually paid by Contractor. If Contractor obtains any refund of privilege license taxes paid, City will be entitled to a refund of such amounts.

5.6. **IRS W9 Form.** In order to receive payment CONTRACTOR shall have a current I.R.S. W9 Form on file with CITY, unless said form is not required by law.

5.7. **Price Adjustment** CITY may approve a fully documented request for a price increase only after the Contract has been in effect for one (1) year. The requested increase shall be based upon a cost increase to CONTRACTOR that was clearly unpredictable at the time of the offer and is directly correlated to the price of the product concerned. CITY shall determine whether the requested price increase or an alternate option, is in the best interest of CITY. If a price increase is agreed upon a written Contract Amendment shall be approved and executed by the Parties, and will be effective upon the effective date of the contract extension.

5.8. Price Reduction. CONTRACTOR shall offer CITY a price reduction at any time, for its products concurrent with a published price reduction made to other customers.

6. TERM:

6.1 The contract term shall be for a one year period beginning May 1, 2013.

6.2 The City may, at its option and with the approval of the CONTRACTOR, extend the term of this agreement for an additional four (4) year(s), renewable on an annual basis. Additionally, the contract may be extended unilaterally for a period of thirty-one days or a portion thereof.

7. USE OF THIS CONTRACT:

7.1 The Contract is for the sole convenience of the City of Chandler. CITY reserves the rights to obtain like goods and materials from another source to secure significant cost savings or when timely delivery cannot be met by CONTRACTOR.

7.2 Emergency Purchases: CITY reserves the right to purchase from other sources those items which are required on an emergency basis and cannot be supplied immediately by the CONTRACTOR.

7.3 Cooperative Use of Contract. In addition to the City of Chandler and with approval of the contracted CONTRACTOR, this Contract may be extended for use by other municipalities, school districts and government agencies of the State. A current listing of eligible entities may be found at www.maricopa.gov/materials and then click on 'Contracts', 'S.A.V.E.' listing and 'ICPA'. Any such usage by other entities must be in accordance with the ordinance, charter and/or procurement rules and regulations of the respective political entity.

Orders placed by other agencies and payment thereof will be the sole responsibility of that agency. The CITY shall not be responsible for any disputes arising out of transactions made by other agencies who utilize this Agreement.

8. CITY'S CONTRACTUAL REMEDIES:

8.1. Right to Assurance: If CITY in good faith has reason to believe that CONTRACTOR does not intend to, or is unable to perform or continue performing under this Contract, the Procurement Officer may demand in writing that CONTRACTOR give a written assurance of intent to perform. Failure by CONTRACTOR to provide written assurance within the number of Days specified in the demand may, at CITY's option, be the basis for terminating the Contract under the Uniform Terms and Conditions or other rights and remedies available by law or provided by the contract.

8.2. Non-exclusive Remedies: The rights and the remedies of CITY under this Contract are not exclusive.

8.3. Nonconforming Tender: Goods, materials or merchandise supplied under this Contract shall fully comply with this Contract and the specifications included herein. The delivery of goods, materials or merchandise or any portion thereof that do not fully comply constitutes a breach of contract. On delivery of nonconforming goods, materials or merchandise, CITY may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its rights and remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.

8.4. Right of Offset: CITY shall be entitled to offset against any sums due to CONTRACTOR, any expenses or costs incurred by CITY, or damages assessed by CITY concerning CONTRACTOR's non-

conforming performance or failure to perform the Contract, including costs and damages incurred by CITY.

9. TERMINATION:

9.1 Termination for Convenience: CITY reserves the right to terminate this Agreement or any part thereof for its sole convenience with thirty (30) days written notice. In the event of such termination, CONTRACTOR shall immediately stop all work hereunder, and shall immediately cause any of its suppliers and subCONTRACTORs to cease such work. As compensation in full for services performed to the date of such termination, the CONTRACTOR shall receive a fee for the percentage of services actually performed. This fee shall be in the amount to be mutually agreed upon by the CONTRACTOR and CITY, based on the agreed Scope of Work. If there is no mutual agreement, the Management Services Director shall determine the percentage of work performed under each task detailed in the Scope of Work and the CONTRACTOR'S compensation shall be based upon such determination and CONTRACTOR'S fee schedule included herein.

9.2 Termination for Cause: City may terminate this Agreement for Cause:

Upon the occurrence of any one or more of the following events:

1) If CONTRACTOR fails to perform pursuant to the terms of this Agreement
2) If CONTRACTOR is adjudged a bankrupt or insolvent;
3) If CONTRACTOR makes a general assignment for the benefit of creditors;
4) If a trustee or receiver is appointed for CONTRACTOR or for any of CONTRACTOR 'S property;
5) If CONTRACTOR files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws;
6) If CONTRACTOR disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction;
7) Where Agreement has been so terminated by CITY, the termination shall not affect any rights of CITY against CONTRACTOR then existing or which may thereafter accrue.

9.3. Termination for Misrepresentation. CITY may, upon written notice, terminate this Contract for any attempt by CONTRACTOR to represent any goods or materials not specifically awarded as being under contract with the CITY of Chandler. Any such action is subject to the legal and contractual remedies available to CITY inclusive of, but not limited to, contract cancellation, suspension and/or debarment of CONTRACTOR.

9.4. Cancellation for Conflict of Interest: Pursuant to A.R.S. § 38-511, CITY may cancel this Contract after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of CITY is or becomes at any time while the Contract or an extension of the Contract is in effect an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the CONTRACTOR receives written notice of the cancellation unless the notice specifies a later time.

9.5. Gratuities: CITY may, by written notice, terminate this Contract, in whole or in part, if CITY determines that employment or a Gratuity was offered or made by the CONTRACTOR or a representative of the CONTRACTOR to any officer or employee of CITY for the purpose of influencing the outcome of the procurement or securing the Contract, an amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about contract performance. CITY, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the CONTRACTOR.

9.6. Suspension or Debarment: CITY may, by written notice to the CONTRACTOR, immediately terminate this Contract if CITY determines that the CONTRACTOR has been debarred, suspended or

otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a Sub-CONTRACTOR of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the CONTRACTOR is not currently suspended or debarred. If the CONTRACTOR becomes suspended or debarred, the CONTRACTOR shall immediately notify CITY.

9.7. **Continuation of Performance Through Termination:** The CONTRACTOR shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

9.8. **No Waiver:** Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

9.9. **Availability of Funds for the next Fiscal Year.** Funds may not presently be available under this agreement beyond the current fiscal year. No legal liability on the part of the CITY for services may arise under this agreement beyond the current fiscal year until funds are made available for performance of this agreement. The CITY may reduce services or terminate this agreement without further recourse, obligation, or penalty in the event that insufficient funds are appropriated. The City Manager shall have the sole and unfettered discretion in determining the availability of funds.

10. **FORCE MAJEURE:** Neither party shall be responsible for delays or failures in performance resulting from acts beyond their control. Such acts shall include, but not be limited to, acts of God, riots, acts of war, epidemics, governmental regulations imposed after the fact, fire, communication line failures, power failures, or earthquakes.

11. **DISPUTE RESOLUTION:**

11.1 **Arizona Law.** This Agreement shall be governed and interpreted according to the laws of the State of Arizona.

11.2 **Jurisdiction and Venue.** The parties agree that this Agreement is made in and shall be performed in Maricopa County. Any lawsuits between the Parties arising out of this Agreement shall be brought and concluded in the courts of Maricopa County in the State of Arizona, which shall have exclusive jurisdiction over such lawsuits.

11.4 **Fees and Costs.** Except as otherwise agreed by the parties, the prevailing party in any adjudicated dispute relating to this Agreement is entitled to an award of reasonable attorney's fees, expert witness fees and costs including, as applicable, arbitrator fees; provided, however, that no award of attorney's fees shall exceed ten percent (10%) of the damages awarded the prevailing party unless the non-prevailing party has been determined to have acted in bad faith or in a frivolous manner during the adjudication.

12. **INDEMNIFICATION:** To the fullest extent permitted by law, CONTRACTOR, its successors, assigns and guarantors, shall defend, indemnify and hold harmless City and any of its elected or appointed officials, officers, directors, commissioners, board members, agents or employees from and against any and all allegations, demands, claims, proceedings, suits, actions, damages, including, without limitation, property damage, environmental damages, personal injury and wrongful death claims, losses, expenses (including claim adjusting and handling expenses), penalties and fines (including, but not limited to, attorney fees, court costs, and the cost of appellate proceedings), judgments or obligations, which may be imposed upon or incurred by or asserted against the City by reason of this Agreement or the services performed or permissions granted under it, or related to, arising from or out of, or resulting from any negligent or intentional actions, acts, errors, mistakes or omissions caused in whole or part by CONTRACTOR, or any of its subcontractors, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, relating to the discharge of any duties or the

exercise of any rights or privileges arising from or incidental to this Agreement, including but not limited to, any injury or damages claimed by any of CONTRACTOR's and subcontractor's employees.

13. **NOTICES:** All notices or demands required to be given pursuant to the terms of this Contract shall be given to the other party in writing, delivered by hand or registered or certified mail, at the addresses set forth below, or to such other address as the parties may substitute by written notice given in the manner prescribed in this paragraph.

In the case of CITY		In the case of the CONTRACTOR	
Department:	Central Supply	Firm Name:	HD Supply Waterworks, LTD
Contact:	Giulio Gentile	Contact:	Tom Otto
Mailing Address:	PO Box 4008,M.S.# 903,	Address:	1410 W. Harvard Ave.
Physical Address:	975 E. Armstrong Way	City, State, Zip	Gilbert, AZ 85233
City, State, Zip	Chandler, AZ 85244-4008	Phone:	480-926.7003
Phone:	480 782 2419	FAX:	480-926-7046
FAX:	480 782 2420	E-Mail:	Thomas.otto@hdsupply.com
E-Mail:	Giulio.Gentile@chandleraz.gov		

Notices shall be deemed received on date delivered, if delivered by hand, and on the delivery date indicated on receipt if delivered by certified or registered mail.

14. **GENERAL TERMS:**

14.1. **Entire Agreement:** This Contract, including all Exhibits attached hereto, constitutes the entire understanding of the parties and supersedes all previous representations, written or oral, with respect to the services specified herein. This Contract may not be modified or amended except by a written document, signed by authorized representatives or each party.

14.2. **Arizona Law:** This Contract shall be governed and interpreted according to the laws of the State of Arizona.

14.3. **Assignment:** Services covered by this Contract shall not be assigned in whole or in part without the prior written consent of CITY.

14.4. **Amendments:** The Contract may be modified only through a written Contract Amendment executed by authorized persons for both parties. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by CITY in writing or made unilaterally by the CONTRACTOR are violations of the Contract and of applicable law. Such changes, including unauthorized written Contract Amendments shall be void and without effect, and the CONTRACTOR shall not be entitled to any claim under this Contract based on those changes.

14.5. **Conflict of Interest:**

14.5.1 **No Kickback:** CONTRACTOR warrants that no person has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee; and that no member of City Council or any employee of CITY has any interest, financially or otherwise, in the firm unless this interest has been declared pursuant to the provisions of A.R.S. Section 38-501. Any such interests were disclosed in CONTRACTOR'S proposal to CITY.

14.5.2 **Kickback Termination:** CITY may cancel this Contract, without penalty or obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the agreement on behalf of CITY'S departments or agencies is, at any time while the Contract or any extension of the Contract is in

effect, an employee of any other party to the Contract in any capacity or a CONTRACTOR to any other party to the Contract with respect to the subject matter of the Contract. The cancellation shall be effective when written notice from CITY is received by all other parties to the Contract, unless the notice specifies a later time (A.R.S. §38-511).

14.5.3 No Conflict: CONTRACTOR stipulates that its officers and employees do not now have a conflict of interest and it further agrees for itself, its officers and its employees that it will not contract for or accept employment for the performance of any work or services with any individual business, corporation or government unit that would create a conflict of interest in the performance of its obligations pursuant to this project.

14.6. Independent CONTRACTOR: The CONTRACTOR under this Contract is an independent contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.

14.7. No Parole Evidence: This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.

14.8. Authority: Each party hereby warrants and represents that it has full power and authority to enter into and perform this Contract, and that the person signing on behalf of each has been properly authorized and empowered to enter this Contract. Each party further acknowledges that it has read this Contract, understands it, and agrees to be bound by it.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names to this 24 day of April, 2013.

FOR THE CITY OF CHANDLER

MAYOR

ATTEST:

City Clerk

SEAL

Approved as to form:

City Attorney

FOR THE CONTRACTOR: HD Waterworks Supply, LTD

By:

Signature

ATTEST: If Corporation

Secretary

EXHIBIT A
SPECIFICATIONS

1 INTRODUCTION

1.1. It is the intent of the City of Chandler to establish a pricing agreement for the order and delivery of water works supplies on an "as needed" basis. *As applicable, Public Law 111-380 shall be adhered to. The Reduction of Lead in Drinking Water Act (Act) begins 1/4/2014. However, the City will begin ordering the required items under the Act upon the effective date of the contract. Impacted items include service line products, meters, valves, pipe, backflow and other items 2" or smaller.*

2. GENERAL SPECIFICATIONS—Contractors shall adhere to the City of Chandler Standard Detail Specs, Appendices #50 through #55 for detailed specs on listed items

2.1. Contractor shall maintain sufficient local parts inventory to support the City's needs for water parts.

2.2. In addition to the items listed on the Price Sheets, bidders may also provide a statement of applicable discount percentage off catalog prices for all other water works supplies not listed on Price Sheets.

2.3. Updates on referenced catalogs shall be provided at no cost to the City when beginning the contract and upon approved pricing changes. Contractors are encouraged to provide web/electronic catalog access, if applicable.

2.4. The quantities referenced in this agreement are an estimate ONLY and are to be used for information purposes only. No commitment of any quantity is made during this contract.

3. ITEM SPECIFICATIONS—The items listed in each section represent items currently stocked at Central Supply. In some sections, not all items are listed. All hydrants/parts and valves/parts are OEM.

3.1. Section 1 – Copper, Brass and Pro Press Parts

3.2. Section 2 – Copper Tubing and Pipe

3.3. Section 3—Waterous Hydrant Parts

3.4 Section 4 – Clow Hydrants/Parts

3.5. Section 5 -- Kennedy Hydrant Parts

3.6 Section 6 – Mueller Hydrant Parts

3.7 Section 8 – Ductile Pipe—Water Mains

3.8 Section 9 – Gate Valves – Water Mains

3.9 Section 10 – Hymax and Flex Couplings – Water Mains

3.10 Section 11 – Saddles – Water Mains

3.11 Section 12 – Clamps – Water Mains

3.12 Section 13 – MJ Kits – Water Mains

3.12 Section 15 – Valve Top and Bottom Riser Extensions – Water Mains

4. DELIVERY

4.1. Contractor shall deliver water works supplies within 2-14 days ARO to Central Supply (Warehouse) located at 975 E. Armstrong Way, Bldg. I, Chandler, AZ 85286.

4.2. Deliveries shall be made on regularly scheduled workdays between 7:00 a.m. and 3:00 p.m., or as requested by the contract administrator.

4.3. Deliveries and/or pickup of supplies may also be made on weekends/off hours due to emergencies. Delivery locations may vary within the City in those circumstances. Emergency orders on weekends/after hours/holidays–$100. 1 hour ARO for pickup. 1 day ARO for delivery.

5. OTHER

5.1 Tax Percentage: 8.8%.....some items exempt

5.2 P-card is acceptable for payment.

Exhibit B – Pricing – attached

	City Of Chandler	SECTION 1: COPPER, BRASS AND PRO PRESS PARTS Includes: Ford Water Service & Meter Related Parts, includes all copper and brass fittings valves, tubing and pipe associated with water meters	Estimated 12 month usage	Unit of Measure	Unit Price
	STOCK NUMBER	Description - Lead Free Brass			
1	4820.108.0141	VALVE, BALL, BRASS, THREADED, 1/4"	2	EA	$ 5.13
		Vendor Part No._____			
2	4820.108.0180	VALVE, BALL, BRASS, 3/8", FBV-3	1	EA	$ 5.37
		Vendor Part No._____			
3	4820.108.1000	VALVE, BALL, BLACK DN 123, PU WITH STEEL CORE, FOR ABEL PUMP #EM-100, IDENT-NUMBER 40325	2	EA	$ 461.70
		Vendor Part No._____			
4	4510.007.3015	VALVE, BALL, THREADED, 1/2" WATTS	4	EA	$ 6.53
		Vendor Part No._____			
5	4510.007.3020	VALVE, BALL, THREADED, 3/4 IPS, "DOMESTIC"	3	EA	$ 10.94
		Vendor Part No._____			
6	5310.022.5641	CAP, BRASS, THREADED, 2", FNPT	1	EA	$ 17.03
		Vendor Part No._____			
7	4730.096.8921	NIPPLE, BRASS, 2 X 6, MNPT	5	EA	$ 18.00
		Vendor Part No._____			
8	4820.108.0165	VALVE, BALL, BRASS, FMNPT, 2", FBV-4	13	EA	$ 52.92
		Vendor Part No._____			
9	4730.112.6075	ELBOW, BRASS, 1 1/2", 90	1	EA	$ 13.95
		Vendor Part No._____			
10	4730.112.6090	ELBOW, BRASS, 2", 90	5	EA	$ 23.40
		Vendor Part No._____			
11	4730.122.0307	REDUCER, BUSHING, BRASS, 3/4" X 1/4"	4	EA	$ 3.11
		Vendor Part No._____			
12	4730.122.0306	REDUCER, BUSHING, BRASS, 1/2" X 3/8"	4	EA	$ 1.87
		Vendor Part No._____			
13	4730.096.6403	NIPPLE, BRASS, 1/4" X CLOSE	4	EA	$ 0.86
		Vendor Part No._____			
14	4730.096.6406	NIPPLE, BRASS, 3/8" X CLOSE	4	EA	$ 0.90
		Vendor Part No._____			
15	4730.096.4990	NIPPLE, BRASS, 1/2 X CLOSE	6	EA	$ 1.17
		Vendor Part No._____			
16	4730.101.8640	ADAPTER, BRASS, 3/4", FEMALE X MALE THREADED	7	EA	$ 9.00
		Vendor Part No._____			
17	4730.090.7400	BUSHING, BRASS, HEX, 3 MIP X 2 FIP	1	EA	$ 38.16
		Vendor Part No._____			
18	4730.096.5000	NIPPLE, BRASS, 3/4 X CLOSE	7	EA	$ 1.71
		Vendor Part No._____			
19	4730.096.6400	NIPPLE, BRASS, 1 X CLOSE	1	EA	$ 2.52

		Vendor Part No._____			
20	4730.096.8900	NIPPLE, BRASS, 2 X CLOSE	2	EA	$ 7.56
		Vendor Part No._____			
21	4730.097.3200	PLUG, BRASS, RAISED HEAD, 3/4", MIPT	4	EA	$ 2.67
		Vendor Part No._____			
22	4730.126.0755	UNION, COPPER, SLIP X SLIP, 1/2"	1	EA	$ 5.45
		Vendor Part No._____			
23	4730.090.4000	BUSHING, BRASS, HEX, 1/2 MIP X 1/4 FIP	4	EA	$ 1.87
		Vendor Part No._____			
24	4730.090.5400	BUSHING, BRASS, HEX, 1 MIP X 3/4 FIP	12	EA	$ 3.92
		Vendor Part No._____			
25	4730.090.5600	BUSHING, BRASS, HEX, 1-1/4 MIP X 3/4 FIP	1	EA	$ 6.66
		Vendor Part No._____			
26	4730.090.6000	BUSHING, BRASS, HEX, 1-1/2 MIP X 3/4 FIP	3	EA	$ 10.40
		Vendor Part No._____			
27	4730.090.6800	BUSHING, BRASS, HEX, 2" X 3/4"	5	EA	$ 15.17
		Vendor Part No._____			
28	4730.090.6200	BUSHING, BRASS, HEX, 1-1/2 MIP X 1 FIP	5	EA	$ 8.51
		Vendor Part No._____			
29	4730.090.7000	BUSHING, BRASS, HEX, 2 X 1	5	EA	$ 15.17
		Vendor Part No._____			
30	4730.090.7200	BUSHING, BRASS, HEX, 2 MIP X 1-1/2 FIP	2	EA	$ 12.60
		Vendor Part No._____			
31	4730.122.0320	REDUCER, BUSHING, BRASS, 3" TO 1-1/2"	4	EA	$ 20.07
		Vendor Part No._____			
32	4730.104.6000	FLANGE, BRASS, METER, MALE, 1-1/2", 6M FORD #CF38-66-2	5	EA	$ 34.21
		Vendor Part No._____			
33	4730.102.1313	COUPLING, METER, BRS, W/PACK JOINT, C34-22, 5/8" X 3/4", 5/8" CTS PJ	1	EA	$ 21.11
		Vendor Part No._____			
34	4730.102.1311	COUPLING, METER, W/PACK JOINT, C34-13, 5/8" X 3/4" CTS PJ	1	EA	$ 21.11
		Vendor Part No._____			
35	4730.102.1314	COUPLING, METER, W/PACK JOINT, C34-23, 5/8" X 3/4" X 3/4" CTS PJ	1	EA	$ 17.96
		Vendor Part No._____			
36	4730.102.1315	COUPLING, METER, W/PACK JOINT, C34-24, 5/8" X 3/4" x 1" CTS PJ	1	EA	$ 17.96
		Vendor Part No._____			
37	4730.102.1316	COUPLING, METER, W/PACK JOINT, C34-44, 1" X 1" CTS PJ	1	EA	$ 17.96
		Vendor Part No._____			
38	4730.102.1310	COUPLING, METER, W/PACK JOINT, C-34-11, 5/8 X 1/2" CTS PJ	1	EA	$ 17.96
		Vendor Part No._____			
39	4730.104.5400	FLANGE, BRASS, METER, FEMALE, 2", 7F FORD #CF31-77	3	EA	$ 41.36
		Vendor Part No._____			

40	4730.104.6200	FLANGE, BRASS, METER, MALE, 2", MUELLER	3	EA	$ 45.63
		Vendor Part No._____			
41	4730.104.5000	FLANGE, BRASS, METER, FEMALE, 1-1/2", MUELLER	2	EA	$ 31.68
		Vendor Part No._____			
42	4820.107.0985	VALVE, ANGLE, BALL, FIP THREAD, 3/4 X 1 X 1, FORD #BA13-344W	1	EA	$ 48.42
		Vendor Part No._____			
43	4820.107.0990	VALVE, ANGLE, BALL, FIP THREAD, 1 X 1 X 1 FORD #BA13-444W	3	EA	$ 70.74
		Vendor Part No._____			
44	4820.107.0805	VALVE, ANGLE, W/LOCK WING, BALL 2", BRASS, MUELLER #B24286	11	EA	$ 190.80
		Vendor Part No._____			
45	4820.107.0605	VALVE, ANGLE, W/LOCK WING, BALL, 1-1/2", BRASS, FORD# BFA13-666W OR EQUAL	3	EA	$ 162.00
		Vendor Part No._____			
46	4820.107.0975	VALVE, ANGLE, BALL, FIP THREAD, 3/4 X 1, FORD #BA13-334W	3	EA	$ 46.98
		Vendor Part No._____			
47	4820.107.0900	VALVE, ANGLE, BALL, 5/8 X 3/4, #3707B24255	22	EA	$ 52.70
		Vendor Part No._____			
48	4820.107.0972	VALVE, ANGLE, BALL, FIP THREAD, 3/4 X 5/8 X 3/4, MUELLER #B24265	14	EA	$ 46.98
		Vendor Part No._____			
49	4820.107.0977	VALVE, ANGLE, BALL, FIP THREAD, 3/4 X 1, FORD #BA23-342W	1	EA	$ 57.15
		Vendor Part No._____			
50	4820.107.0950	VALVE, ANGLE, BALL, 1"X1", MUELLER #3710B24255	13	EA	$ 78.62
		Vendor Part No._____			
51	4730.240.3010	COUPLING, ANGLE, FEMALE-IRON-PIPE, 3/4", FORD #L31-23	4	EA	$ 22.05
		Vendor Part No._____			
52	4730.240.3015	COUPLING, ANGLE, FEMALE-IRON-PIPE, 1", FORD #L31-44	17	EA	$ 24.75
		Vendor Part No._____			
53	4730.539.1000	ADAPTER, METER, CHANGE 5/8 X 3/4 METER TO 3/4' METER LENGHT, FORD # A23	4	EA	$ 6.75
		Vendor Part No._____			
54	4730.101.8500	ADAPTER, BRASS, FLARE X MALE IRON-PIPE, 1", FORD # C28-44	1	EA	$ 13.41
		Vendor Part No._____			
55	4730.101.8200	ADAPTER, BRASS, FLARE X MALE IRON-PIPE, 3/4", FORD # C28-33	2	EA	$ 9.41
		Vendor Part No._____			
56	4730.102.1370	COUPLING, METER, MALE IRON PIPE THREAD, C38-23-2, 5/8" X 3/4" X 2"	10	EA	$ 8.60
		Vendor Part No._____			
57	4730.102.1371	COUPLING, METER, MALE IRON PIPE THREAD, C38-23-2.25, 5/8" X 3/4" X 2"-1/4"	5	EA	$ 14.94
		Vendor Part No._____			

58	4730.102.1372	COUPLING, METER, MALE IRON PIPE THREAD, C38-23-2.5, 5/8" X 3/4" X 2"-1/2"	20	EA	$ 6.44
		Vendor Part No._____			
59	4730.102.1373	COUPLING, METER, MALE IRON PIPE THREAD, C38-23-2.75, 5/8" X 3/4" X 2"-3/4"	11	EA	$ 16.47
		Vendor Part No._____			
60	4730.102.1374	COUPLING, METER, MALE IRON PIPE THREAD, C38-23-3, 5/8" X 3/4" X 3"	5	EA	$ 16.34
		Vendor Part No._____			
61	4730.102.1300	COUPLING, METER, BRS, 1 X 2.625, MUELLER #H10890	7	EA	$ 6.44
		Vendor Part No._____			
62	4730.102.1312	COUPLING, METER, W/PACK JOINT, C34-21, 5/8" X 3/4" X 1/2" CTS PJ	4	EA	$ 17.96
		Vendor Part No._____			
63	4730.110.4200	UNION, BRASS, FC X FC, 3 PC, 1", C22-44-1	2	EA	$ 20.70
		Vendor Part No._____			
64	4730.110.4000	UNION, BRASS, FC XFC, 3PC, 3/4", MUELLER #H15400	6	EA	$ 11.88
		Vendor Part No._____			
65	4730.731.6197	OUTLET ASSEMBLY, ONLY, FOR LINESETTER # LSV11-233W-OL	22	EA	$ 36.76
		Vendor Part No._____			
66	4820.015.2000	CURB STOP, BALL-VALVE, FLARE COP XFIP, 3/4", LOCK, #B25166	14	EA	$ 44.96
		Vendor Part No._____			
67	4820.015.3000	CURB STOP, 3/4", BALL VALVE, FEMALE IRON PIPE, LOCK WING, MULLER #B20283	7	EA	$ 36.72
		Vendor Part No._____			
68	4820.015.2200	CURB STOP, BALL-VALVE, FLARE-COPPER X FIP, MUELLER #B25166	10	EA	$ 62.82
		Vendor Part No._____			
69	4820.015.3400	CURB STOP, BALL-VALVE, FEMALE IRON PIPE, 1-1/2", LOCK WING, METER BALL STOP B20200	6	EA	$ 119.48
		Vendor Part No._____			
70	4820.015.3600	CURB STOP, BALL-VALVE, FIP, 2", LOCK, MUELLER #B20283	3	EA	$ 172.31
		Vendor Part No._____			
71	4820.013.6001	CORP STOP, BALL-VALVE, FLARE COPPER X MALE IRON PIPE, 1", MUELLER B25025	19	EA	$ 41.58
		Vendor Part No._____			
72	4820.013.6000	CORP STOP, BALL-VALVE, FLARE COPPER,X MALE IRON PIPE, 3/4", MUELLER #B25025 MIPXCF	16	EA	$ 32.40
		Vendor Part No._____			
73	4820.013.2190	CORP STOP, BALL-VALVE, FLARE COPPER X COPPER CONNECT.,3/4" FB 600	13	EA	$ 32.40
		Vendor Part No._____			
74	4820.013.2200	CORP STOP, BALL-VALVE, FLARE COPPER X CTS, 1", B25025	2	EA	$ 41.58
		Vendor Part No._____			
75	4820.014.0400	CORP STOP, BALL-VALVE, MALE IRON PIPE, 1-1/2" #FB500	2	EA	$ 87.26
		Vendor Part No._____			

76	4820.014.0600	CORP STOP, BALL-VALVE, MALE IRON PIPE, 2", MUELLER B2969	8	EA	$ 148.86
		Vendor Part No._____			
77	4730.102.1133	COMPRESSION COUPLING, MUELLER, 3/4" CPLG 110, #H15403	16	EA	$ 12.87
		Vendor Part No._____			
78	4730.102.1131	COMPRESSION COUPLING, MUELLER, 1" CPLG 110, #H15403	3	EA	$ 14.09
		Vendor Part No._____			
79	4730.102.1135	COMPRESSION COUPLING, MUELLER, 1-1/2" CPLG 110, #H15403	1	EA	$ 49.64
		Vendor Part No._____			
80	4730.102.1150	COUPLING, COMPRESSION, 2", FORD# CC44-77	1	EA	$ 67.05
		Vendor Part No._____			
81	6681.702.0450	ADAPTER, HYD METER, BRS, 2-1/2"FNST X 2"MIPT, "HEX HEAD" SOUTH PARK # A3722AB	48	EA	MOVED
		Vendor Part No._____			
	City Of Chandler	Ford Water Service & Meter Related Parts, includes all copper and brass fittings valves, tubing and pipe associated with water meters	Estimated 12 month usage	Unit of Measure	Unit Price
	STOCK NUMBER	Description - Copper			
82	4730.120.4000	CAP, COPPER, SOLDER 2"	1	EA	$ 5.81
		Vendor Part No._____			
83	4730.122.6800	ELBOW, COPPER, SHORT RUFF, SLIP X SLIP, 45 DEG. X 2"	5	EA	$ 10.98
		Vendor Part No._____			
84	4730.122.8500	ELBOW, COPPER, SHORT RUFF, SLIP X SLIP, 90 DEG. X 2"	8	EA	$ 11.70
		Vendor Part No._____			
85	4730.120.6600	COUPLING, COPPER, WITH-OUT STOP, 2", SLIP	7	EA	$ 11.88
		Vendor Part No._____			
86	4730.120.1000	ADAPTER, COPPER, FEMALE IRON-PIPE X SLIP, 2"	3	EA	$ 16.38
		Vendor Part No._____			
87	4730.120.2800	ADAPTER, COPPER, MALE, IRON-PIPE, SLIP, 2"	7	EA	$ 13.05
		Vendor Part No._____			
88	4730.122.6600	ELBOW, COPPER, SHORT RUFF, SLIP X SLIP, 45 DEG. X 1-1/2"	4	EA	$ 6.57
		Vendor Part No._____			
89	4730.124.2000	REDUCER, COPPER, SLIP X SLIP, 2 X 1-1/2	1	EA	$ 9.00
		Vendor Part No._____			
90	4730.120.2600	ADAPTER, COPPER, MALE IRON-PIPE X SLIP, 1-1/2"	8	EA	$ 7.65
		Vendor Part No._____			
91	4730.120.0900	ADAPTER, COPPER, FEMALE IRON-PIPE X SLIP, 1-1/2	1	EA	$ 12.06
		Vendor Part No._____			
92	4730.124.1500	REDUCER, COPPER, SLIP X SLIP, 1-1/2 X 1-1/4	1	EA	$ 5.85
		Vendor Part No._____			
93	4730.120.6400	COUPLING, COPPER, WITH-OUT STOP, 1-1/2"	2	EA	$ 7.20
		Vendor Part No._____			
94	4730.122.8400	ELBOW, COPPER, SHORT RUFF, SLIP X SLIP, 90 DEG. X 1-1/2"	8	EA	$ 6.48

		Vendor Part No._____			
95	4730.125.3000	TEE, COPPER, REDUCER 1 X 3/4 X 3/4	1	EA	$ 6.39
		Vendor Part No._____			
96	4730.120.2500	ADAPTER, COPPER, MALE IRON-PIPE X SLIP, 1"	24	EA	$ 4.55
		Vendor Part No._____			
97	4730.120.0700	ADAPTER, COPPER, FEMALE IRON-PIPE X SLIP, 1"	26	EA	$ 5.31
		Vendor Part No._____			
98	4730.125.1975	TEE, COPPER, SLIP X SLIP X SLIP, 1"	2	EA	$ 6.37
		Vendor Part No._____			
99	4730.122.6400	ELBOW, COPPER, SHORT RUFF, SLIP X SLIP, 45 DEG. X 1"	5	EA	$ 4.05
		Vendor Part No._____			
100	4730.122.8200	ELBOW, COPPER, SHORT RUFF, SLIP X SLIP, 90 DEG. X 1"	64	EA	$ 2.75
		Vendor Part No._____			
101	4730.120.6100	COUPLING, COPPER, WITH-OUT STOP, 1"	27	EA	$ 2.07
		Vendor Part No._____			
102	4730.120.2300	ADAPTER, COPPER, MALE IRON PIPE, 1/2" X SLIP	3	EA	$ 1.08
		Vendor Part No._____			
103	4730.120.2400	ADAPTER, COPPER, MALE IRON-PIPE X SLIP, 3/4"	17	EA	$ 1.76
		Vendor Part No._____			
104	4730.120.0500	ADAPTER, COPPER, FEMALE IRON-PIPE X SLIP, 3/4"	25	EA	$ 2.25
		Vendor Part No._____			
105	4730.120.6000	COUPLING, COPPER, WITH-OUT STOP, 3/4", SLIP	13	EA	$ 1.35
		Vendor Part No._____			
106	4730.122.8000	ELBOW, COPPER, SHORT RUFF, SLIP X SLIP, 90 DEG. X 3/4"	13	EA	$ 1.13
		Vendor Part No._____			
107	4730.122.6300	ELBOW, COPPER, SHORT RUFF, SLIP X SLIP, 45 DEG. X 3/4"	1	EA	$ 1.58
		Vendor Part No._____			
108	4730.124.1000	REDUCER, COPPER, SLIP X SLIP, 1 X 3/4	8	EA	$ 2.49
		Vendor Part No._____			
109	4730.101.7000	ADAPTER, FLARE COPPER X FEMALE IRON-PIPE, 3/4 X 1,FORD# C21-34	1	EA	$ 10.08
		Vendor Part No._____			
	City Of Chandler	Ford Water Service & Meter Related Parts, includes all copper and brass fittings valves, tubing and pipe associated with water meters	Estimated 12 month usage	Unit of Measure	Unit Price
	STOCK NUMBER	Description - Miscellaneous Items			
110	8040.082.0004	CEMENT, PVC, RED HOT, PINT	7	EA	$ 9.00
		Vendor Part No._____			
111	8040.082.0007	CEMENT, PVC, IPS WELD-ON 725, 1/2 PINT	12	EA	$ 5.85
		Vendor Part No._____			
112	8040.624.6310	PRIMER, PVC, PURPLE, 1/2 PT	21	EA	$ 4.50
		Vendor Part No._____			
113	6685.242.5000	GAUGE, PRESSURE, 2-1/2", 0-200 PSI	33	EA	$ 10.35
		Vendor Part No._____			

114	4730.030.0802	UTC REPAIR COUPLING, SIZE C, O.D 1.06-1.34	3	EA	$ 22.05
		Vendor Part No._____			
115	4730.030.0803	UTC REPAIR COUPLING, SIZE B, O.D .83-1.06	6	EA	$ 15.21
		Vendor Part No._____			
116	4210.318.1085	PIN, STAINLESS STEEL, FOR WATEROUS LOCK, CUSTODIAN-PIN-25	30	EA	$ 18.00
		Vendor Part No._____			
117	5975.915.0189	PLUG, SQUARE DRIVE, FOR CUSTODIAN LOCK, CUSTODIAN-DP-NEO	30	EA	$ 9.00
		Vendor Part No._____			
118	4210.318.6112	SOCKET SCREW, FLATHEAD, (BOLT), 1/2 X 13 X 1.25, CUSTODIAN-FHSS-1.25	30	EA	$ 9.00
		Vendor Part No._____			
119	5975.915.0215	PLUG, STAINLESS STEEL, LOCK FOR WATER METERS, PL-10-AV	5	EA	$ 9.00
		Vendor Part No._____			
120	5975.915.0216	PLUG, STAINLESS STEEL, LOCK FOR WATER METERS, PL-1.25-AV	5	EA	$ 9.00
		Vendor Part No._____			
121	4730.102.1350	COUPLING, METER, W/PACK JOINT, C37-13, 5/8" X 3/4" PVC PIPE PJ	1	EA	$ 18.00
		Vendor Part No._____			
122	4730.102.1351	COUPLING, METER, W/PACK JOINT, C37-21, 5/8" X 3/4" X 1/2" PVC PIPE PJ	1	EA	$ 18.00
		Vendor Part No._____			
123	4730.102.1352	COUPLING, METER, W/PACK JOINT, C37-23, 5/8" X 3/4" X 3/4" PVC PIPE PJ	1	EA	$ 18.00
		Vendor Part No._____			
124	4730.102.1353	COUPLING, METER, W/PACK JOINT, C37-44, 1" X 1" PVC PIPE PJ	1	EA	$ 18.00
		Vendor Part No._____			
125	4820.020.0072	AIR RELIEF VALVE, 1/2", 50.1 APCO	2	EA	$ 103.50
		Vendor Part No._____			
126	4820.024.0100	VALVE, AIR, COMBINATION, WORKING PSI 3-250, 1", ARI # D-040	2	EA	$ 121.32
		Vendor Part No._____			
127	4820.024.0105	VALVE, AIR, COMBINATION, WORKING PSI 3-250, 2", ARI # D-040,SCOTTSDALE SPEC 91020ARID040P-NT	4	EA	$ 270.18
		Vendor Part No._____			
128	4820.025.0001	VALVE, AIR RELIEF, VALMATIC # 202C-2, 2"	1	EA	$ 562.50
		Vendor Part No._____			
129	4820.025.0017	VALVE, CHECK, SILENT, VAL-MATIC, 8", BRONZE SEAT, GLOBE STYLE 1800 WORKING PSI 150	3	EA	$ 1,080.00
		Vendor Part No._____			
130	5330.246.5600	GASKET, METER, 2" X 1/8", DROP IN	122	EA	$ 0.83
		Vendor Part No._____			
131	5330.246.5400	GASKET, METER, 1-1/2"X 1/8", DROP IN	151	EA	$ 0.76
		Vendor Part No._____			

132	5330.246.5200	GASKET, METER, 1", ITP 1/8, RUBBER WASHER	1300	EA	$ 0.15
		Vendor Part No.			
133	5330.246.5000	GASKET, METER, 3/4", RUBBER, #GT114, 100EA/BAG DO NOT SUBSTITUTE	1800	EA	$ 0.14
		Vendor Part No.			
134	5330.243.1400	GASKET, ADAPTER, HYDRANT, METER, 2-1/2, NEPTUNE #8340-029	210	EA	$ 3.11
		Vendor Part No.			
	City Of Chandler	Ford Water Service & Meter Related Parts, includes all copper and brass fittings valves, tubing and pipe associated with water meters	Estimated 12 month usage	Unit of Measure	Unit Price
	STOCK NUMBER	Description - ProPress Fittings			
135	4820.109.0410	VALVE, BALL, BRONZE, 1", PTFE SEATS, EPDM SEALS	2	EA	$ 7.38
		Vendor Part No.			
136	4820.109.0420	VALVE, BALL, BRONZE, 1-1/2", PTFE SEATS, EPDM SEALS	1	EA	$ 14.40
		Vendor Part No.			
137	4730.123.6000	REDUCER, COPPER, 1-1/4" X 1", FEMALE PRESS CONNECTION, PRESSURE 200PSI, TEMP RANGE 0 TO 250 DEG F	1	EA	$ 12.83
		Vendor Part No.			
138	4730.123.6005	REDUCER, COPPER, 1-1/2" X 1", FEMALE PRESS CONNECTION, PRESSURE 200PSI, TEMP RANGE 0 TO 250 DEG F	1	EA	$ 21.24
		Vendor Part No.			
139	4730.122.6900	ELBOW, COPPER, 45, 1" X 1", FEMALE PRESS CONNECTION, PRESSURE 200 PSI, TEMP RANGE 0 TO 250 DEG F, 5/BX	1	EA	$ 8.64
		Vendor Part No.			
140	4730.122.6905	ELBOW, COPPER, 45, 1-1/2" X 1-1/2", FEMALE PRESS CONNECTION, PRESSURE 200 PSI, TEMP RANGE 0 TO 250 DEG F, 1/BX	4	EA	$ 20.07
		Vendor Part No.			
141	4730.112.6003	ELBOW, 90 DEG, COPPER, FEMALE PRESS CONNECTION, C X C, 3/4", 1/BX	8	EA	$ 3.20
		Vendor Part No.			
142	4730.126.0105	ELBOW, COPPER, 90, 1" X 1", FEMALE PRESS CONNECTION, PRESSURE 200 PSI, TEMP RANGE 0 TO 250 DEG F, 5/BX	6	EA	$ 6.39
		Vendor Part No.			
143	4730.126.0110	ELBOW, COPPER, 90, 1-1/2" X 1-1/2", FEMALE PRESS CONNECTION, PRESSURE 200 PSI, TEMP RANGE 0 TO 250 DEG F, 1/BX	4	EA	$ 24.39
		Vendor Part No.			
144	4730.126.0115	ELBOW, COPPER, 90, 2" X 2", FEMALE PRESS CONNECTION, PRESSURE 200 PSI, TEMP RANGE 0 TO 250 DEG F, 1/BX	7	EA	$ 33.89
		Vendor Part No.			
145	4730.120.6725	COUPLING, COPPER, WITH-OUT, STOP, 2" X 2", PRESSURE 200 PSI, TEMP RANGE 0 TO 250 DEG F, 1/BX	4	EA	$ 18.65
		Vendor Part No.			
146	4730.113.5000	UNION, BRONZE, 1" X 1", PRESSURE 200 PSI, TEMP RANGE 0 TO 250 DEG F, 10/BX	5	EA	$ 30.24

		Vendor Part No.			
147	4730.113.5015	UNION, BRONZE, 1-1/2" X 1-1/2", PRESSURE 200 PSI, TEMP RANGE 0 TO 250 DEG F	1	EA	$ 58.64
		Vendor Part No.			
148	4730.113.5020	UNION, BRONZE, 2" X 2", PRESSURE 200 PSI, TEMP RANGE 0 TO 250 DEG F, 1/BX	1	EA	$ 0.01
		Vendor Part No.			
149	4730.102.1160	COUPLING, C X C, 3/4", COPPER, PRESS CONNECTION, 10/BX	25	EA	$ 2.71
		Vendor Part No.			
150	4730.120.6710	COUPLING, COPPER, WITHSTOP, 1" X 1", PRESSURE 200 PSI, TEMP RANGE 0 TO 250 DEG F, 5/BX	27	EA	$ 5.47
		Vendor Part No.			
151	4730.120.6405	COUPLING, COPPER, WITH-OUT STOP, 1-1/2" X 1-1/2", PRESSURE 200 PSI, TEMP RANGE 0 TO 250 DEG, SLIP	9	EA	$ 16.02
		Vendor Part No.			
152	4730.120.6720	COUPLING, COPPER, WITH STOP, 2" X 2", PRESSURE 200 PSI, TEMP RANGE 0 TO 250 DEG F, 1/BX	18	EA	$ 15.30
		Vendor Part No.			
153	4730.102.0012	ADAPTER, BRONZE, 2" X 2", FEMALE PRESS X MALE THREAD, PRESSURE 200PSI, TEMP RANGE 0 TO 250 DEG F, 1/BX	12	EA	$ 44.33
		Vendor Part No.			
154	4730.102.0007	ADAPTER, BRONZE, 2" X 2", FEMALE PRESS X FEMALE THREAD, PRESSURE 200PSI, TEMP RANGE 0 TO 250 DEG F, 1/BX	6	EA	$ 44.64
		Vendor Part No.			
155	4730.102.0006	ADAPTER, BRONZE, 2" X 2", SOLDER END X FEMALE THREAD, PRESSURE 200PSI, TEMP RANGE 0 TO 250 DEG F	1	EA	$ 61.47
		Vendor Part No.			
156	4730.102.0011	ADAPTER, BRONZE, 2" X 2", SOLDER END X MALE THREAD, PRESSURE 200PSI, TEMP RANGE 0 TO 250 DEG F	1	EA	$ 56.25
		Vendor Part No.			
157	4730.102.0008	ADAPTER, BRONZE, 1-1/2" X 1-1/2", FEMALE PRESS X FEMALE THREAD, PRESSURE 200PSI, TEMP RANGE 0 TO 250 DEG F, 1/BX	1	EA	$ 26.37
		Vendor Part No.			
158	4730.102.0013	ADAPTER, BRONZE, 1-1/2" X 1-1/2", FEMALE PRESS X MALE THREAD, PRESSURE 200PSI, TEMP RANGE 0 TO 250 DEG F, 1/BX	5	EA	$ 22.95
		Vendor Part No.			
159	4730.102.0020	ADAPTER, BRONZE, 1" X 1", FEMALE PRESS X FEMALE THREAD, PRESSURE 200PSI, TEMP RANGE 0 TO 250 DEG F, 10/BX	2	EA	$ 8.01
		Vendor Part No.			
160	4730.102.0010	ADAPTER, BRONZE, 1" X 1", FEMALE PRESS X MALE THREAD, PRESSURE 200PSI, TEMP RANGE 0 TO 250 DEG F, 10/BX	13	EA	$ 7.47
		Vendor Part No.			
161	4730.102.0015	ADAPTER, BRONZE, 1" X 3/4", FEMALE PRESS X FEMALE THREAD, PRESSURE 200PSI, TEMP RANGE 0 TO 250 DEG F, 10/BX	1	EA	$ 14.18
		Vendor Part No.			

162	4730.150.0016	ADAPTER, 3/4" X 3/4", BRONZE, FEMALE PRESS X FNPT CONNECTION, 10/BX	4	EA	$ 4.37
		Vendor Part No._____			
163	4730.150.0115	ADAPTER, 3/4" X 3/4", BRONZE, FEMALE PRESS X MNPT CONNECTION, 10/BX	7	EA	$ 4.05
164	4730.102.0005	ADAPTER, BRONZE, 1" X 3/4", FEMALE PRESS X MALE THREAD, PRESSURE 200PSI, TEMP RANGE 0 TO 250 DEG F, 10/BX	1	EA	$ 11.93
		Vendor Part No._____			
165	4730.102.0015	ADAPTER, BRONZE, 1" X 3/4", FEMALE PRESS X FEMALE THREAD, PRESSURE 200PSI, TEMP RANGE 0 TO 250 DEG F, 10/BX	1		$ 14.18
		Vendor Part No._____			
		% Discount off listed items (or range)___90-80_____%			
		% Discount off Additional Parts ___80___%			
	City Of Chandler	SECTION 2 COPPER TUBING AND PIPE Includes: Ford Water Service & Meter Related Parts, includes all copper and brass fittings valves, tubing and pipe associated with water meters	Estimated 12 month usage	Unit of Measure	Unit Price
	STOCK NUMBER	Description - Copper Tubing & Pipe			
1	4710.080.2000	PIPE, COPPER, K-HARD, 1/2"	8	FT	$ 1.72
		Vendor Part No._____			
2	4710.080.3000	PIPE, COPPER, K-HARD, 3/4", 20FT	20	FT	$ 3.47
		Vendor Part No._____			
3	4710.080.3200	PIPE, COPPER, K-HARD, 1"	280	FT	$ 4.76
		Vendor Part No._____			
4	4710.080.3400	PIPE, COPPER, K-HARD, 1-1/2", 20FT	40	FT	$ 7.36
		Vendor Part No._____			
5	4710.080.3800	PIPE, COPPER, K-HARD, 2"	100	FT	$ 11.97
		Vendor Part No._____			
6	4710.080.5200	TUBE, COPPER, K-SOFT, 3/4", 100 FT ROLLS	400	FT	$ 4.19
		Vendor Part No._____			
7	4710.080.5205	TUBE, COPPER, K-SOFT, 3/8", 50 FT ROLLS	1	RO	$ 43.46
		Vendor Part No._____			
8	4710.080.5206	TUBE, COPPER, K-SOFT, 1/2", 50 FT ROLLS	1	RO	$ 58.76
		Vendor Part No._____			
9	4710.080.5207	TUBE, COPPER, K-SOFT, 1/4", 50 FT ROLLS	1	RO	$ 33.37
		Vendor Part No._____			
10	4710.080.5400	TUBE, COPPER, K-SOFT, 1", 100 FT/ROLLS	800	FT	$ 5.06
		Vendor Part No._____			
11	4710.080.5600	TUBE, COPPER, K-SOFT, 1-1/2", 60 FT ROLLS	1	RO	$ 460.00
		Vendor Part No._____			
12	4710.085.3830	TUBE, STAINLESS SQUARE, 316, 4"H X 4" W, 3/16" THICKNESS, 20 FT LONG	2	EA	$ 792.00
		Vendor Part No._____			

		% Discount off listed items (or range)_____%			
		% Discount off Additional Parts __80____%			
	City Of Chandler	SECTION 3 WATEROUS HYDRANT PARTS includes: HYDRANT Repair/Replacement Parts To Include Extension Kits / Hydrant Grease To Repair Waterous - Note Not All Hydrants Parts Are Listed	Estimated 12 month usage	Unit of Measure	Unit Price
	STOCK NUMBER	DESCRIPTION- WATEROUS			
1	4210.318.8895	WASHER, VALVE, UPPER, WB67-34 WATEROUS	13	EA	$ 30.60
		Vendor Part No._____			
2	4210.318.8890	WASHER, VALVE, LOWER, WB67-36 WATEROUS	11	EA	$ 60.35
		Vendor Part No._____			
3	4210.318.8715	VALVE, MAIN, RUBBER, WATEROUS HYDRANT #35	27	EA	$ 36.55
		Vendor Part No._____			
4	4210.318.8897	WHEEL ASSEMBLY, SUPPORT, WB67-56, WATEROUS	24	EA	$ 141.10
		Vendor Part No._____			
5	4210.318.6920	RING, FLANGE LOCK, WB67-64 WATEROUS	26	EA	$ 11.05
		Vendor Part No._____			
6	4210.318.7280	SEAT, VALVE, WB67-31 WATEROUS, #31 WITH #3 & #77	26	EA	$ 260.10
		Vendor Part No._____			
7	4210.318.7007	ROD ASSY, UPPER, 21", WB67-71-21" WATEROUS	18	EA	$ 109.65
		Vendor Part No._____			
8	4210.318.1080	COUPLING, SLEEVE, (BREAK COUPLING), (ISSUED BY THE PAIR), WATEROUS #67	21	EA	$ 19.55
		Vendor Part No._____			
9	4210.318.6960	RING, RETAINER, NOZZLE, 4-1/2", WB-67-117, WATEROUS	2	EA	$ 36.55
		Vendor Part No._____			
10	4210.318.2480	GASKET, WB67-92 WATEROUS, #92	13	EA	$ 6.80
		Vendor Part No._____			
11	4210.318.8896	TUBE, SUPPORT, WB67-85, WATEROUS	11	EA	$ 62.05
		Vendor Part No._____			
12	4210.318.1120	CROSS ARM, WB67-30 WATEROUS #30	31	EA	$ 78.20
		Vendor Part No._____			
13	4210.318.5830	O-RING, 2-1/2", NOZZLE, SEAL, WB-67-118, WATEROUS	6	EA	$ 5.95
		Vendor Part No._____			
14	4210.318.2485	GASKET, SUPPORT, WB67-84 WATEROUS, #84	122	EA	$ 6.80
		Vendor Part No._____			
15	4210.318.1120	CROSS ARM, WB67-30 WATEROUS #30	96	EA	$ 78.20
		Vendor Part No._____			
16	4210.318.8898	BUSHING, ASSEMBLY, OPERATING NUT, #89, WATEROUS	10	EA	$ 19.55
		Vendor Part No._____			
17	4210.318.5540	NUT, OPERATING, LOWER, WB67-17A WATEROUS	22	EA	$ 46.75
		Vendor Part No._____			

18	4210.318.0825	CAP, HOSE NOZZLE, WB67-10X2-1/2 WATEROUS: NST, YELLOW, 2-1/2", CI,	12	EA	$ 65.45
		Vendor Part No.			
19	4210.318.5425	NOZZLE, HOSE, 2-1/2", MECHANICAL, WB-67-12 LEADED WATEROUS #12	13	EA	$ 78.20
		Vendor Part No.			
20	4210.318.5830	O-RING, 2-1/2", NOZZLE, SEAL, WB-67-118, WATEROUS	18	EA	$ 5.95
		Vendor Part No.			
21	4210.318.5430	NOZZLE, PUMPER, 4-1/2", WB-67-12 AMLOCK, WATEROUS #12B	2	EA	$ 221.85
		Vendor Part No.			
	City Of Chandler	Extension Kits / Waterous - Note Not All Hydrants Parts Are Listed	Estimated 12 month usage	Unit of Measure	Unit Price
22	4210.319.6000	HYDRANT, EXTENSION KIT, TOP 24" WB-67, WATEROUS	1	EA	$ 572.90
		Vendor Part No.			
23	4210.319.5600	HYDRANT, EXTENSION KIT, TOP, 12", WB-67-12, WATEROUS	1	EA	$ 436.05
		Vendor Part No.			
24	4210.319.5400	HYDRANT, EXTENSION KIT, TOP, 6", WB-67-12, WATEROUS	6	EA	$ 370.60
		Vendor Part No.			
25	4210.319.8000	KIT, TRAF REP WB-67 WATEROUS #K528	4	EA	$ 170.85
		Vendor Part No.			
		% Discount off listed items (or range) 0 %			
		% Discount off Additional Parts 0 %			
	City Of Chandler	SECTION 4 –CLOW HYDRANTS/PARTS	Estimated 12 month usage	Unit of Measure	Unit Price
	Stock Number	Description			
1	4210.318.0001	HYDRANT, TRAFFIC, DB, 42", CLOW	11	EA	$ 1,440.24
		Vendor Part No.			
2	4210.318.0002	HYDRANT, TRAFFIC, DB, 48", CLOW	4	EA	$ 1,474.76
		Vendor Part No.			
3	4210.318.0003	HYDRANT, TRAFFIC, DB, 54", CLOW	20	EA	$ 1,508.74
		Vendor Part No.			
	City Of Chandler	HYDRANT PARTS - Repair/Replacement Parts To Include Extension Kits / Hydrant Grease To Repair Clow - Note Not All Hydrants Parts Are Listed	Estimated 12 month usage		Unit Price
	STOCK NUMBER	DESCRIPTION- CLOW			
3A	4210.315.1030	STEM, UPPER, #M-7, "CLOW MEDALLION HYDRANT	7	EA	$ 105.94
		Vendor Part No.			
4	4210.315.1185	CAP, HOSE NOZZLE, #M-43, "CLOW MEDALLION HYDRANT"	8	EA	$ 47.02
		Vendor Part No.			
5	4210.315.1175	NOZZLE, HOSE, #M-41, "CLOW MEDALLION HYDRANT"	8	EA	$ 74.59
		Vendor Part No.			

6	4210.315.1095	VALVE, MAIN , RUBBER, #M-21, "CLOW MEDALLION HYDRANT"	18	EA	$ 42.70
		Vendor Part No._____			
7	4210.315.1085	RING, SEAT, #M-19, "CLOW MEDALLION HYDRANT"	28	EA	$ 251.88
		Vendor Part No._____			
8	4210.315.1075	PLATE, VALVE, UPPER, #M-17, "CLOW MEDALLION HYDRANT"	25	EA	$ 139.45
		Vendor Part No._____			
9	4210.315.1150	NOZZLE, PUMPER, #M-36, "CLOW MEDALLION HYDRANT"	1	EA	$ 163.77
		Vendor Part No._____			
10	4210.315.1045	COUPLING, STEM, SAFETY, #M-10, "CLOW MEDALLION HYDRANT"	21	EA	$ 32.97
		Vendor Part No._____			
11	4210.315.1105	VALVE, PLATE, LOWER, #M-24, "CLOW MEDALLION, HYDRANT"	5	EA	$ 111.35
		Vendor Part No._____			
12	4210.315.1010	NUT, OPERATING, #M-3, "CLOW MEDALLION HYDRANT"	3	EA	$ 92.42
		Vendor Part No._____			
13	4210.315.1110	NUT, THRUST, #M-27, "CLOW MEDALLION HYDRANT"	4	EA	$ 74.05
		Vendor Part No._____			
14	4210.315.1155	GASKET, PUMPER, NOZZLE, #M-37, "CLOW MEDALLION HYDRANT"	1	EA	$ 2.16
		Vendor Part No._____			
15	4210.315.1130	O-RING, BONNET, #M-32, "CLOW MEDALLION HYDRANT"	12	EA	$ 2.16
		Vendor Part No._____			
16	4210.315.1180	GASKET, HOSE, NOZZLE, # M-42, "CLOW MEDALLION HYDRANT"	6	EA	$ 1.09
		Vendor Part No._____			
17	4210.315.1210	FLANGE, SAFETY, #M-49, "CLOW MEDALLION HYDRANT"(ISSUED BY THE PAIR)	3	EA	$ 38.92
		Vendor Part No._____			
18	4210.315.1140	LOCK, PUMPER, NOZZLE, #M-34, "CLOW MEDALLION HYDRANT"	11	EA	$ 3.25
		Vendor Part No._____			
19	4210.315.1005	NUT, OPERATIONG, THRUST BEARING, #M-2, "CLOW MEDALLION HYDRANT"	30	EA	$ 1.09
		Vendor Part No._____			
20	4210.315.1165	LOCK, NOZZLE, NOSE, #M-39, "CLOW MEDALLION HYDRANT"	4	EA	$ 3.25
		Vendor Part No._____			
21	4210.315.1120	BOLTS & NUTS, BONNET, #M-29, "CLOW MEDALLION HYDRANT"	1	EA	$ 0.54
		Vendor Part No._____			
22	4210.315.1195	BOLTS & NUTS, SAFETY FLANGE, # M-46, "CLOW MEDALLION HYDRANT"	1	EA	$ 1.62
		Vendor Part No._____			
23	4210.315.1090	O-RING,SEAT RING, LOWER, M-20, "CLOW MEDALLION HYDRANT"	6	EA	$ 4.32

		Vendor Part No._____			
24	4210.315.1100	WASHER, LOCK, VALVE PLATE, LOWER, #M-22, "CLOW MEDALLION HYDRANT"	6	EA	$ 1.62
		Vendor Part No._____			
25	4210.315.1180	GASKET, HOSE, NOZZLE, # M-42, "CLOW MEDALLION HYDRANT"	44	EA	$ 1.09
		Vendor Part No._____			
26	4210.319.6750	HYDRANT, REPAIR KIT, CLOW, # R1620771, M-15 THRU M-24.	20	EA	$ 341.84
		Vendor Part No._____			
	City Of Chandler	Extension Kits / Clow - Note Not All Hydrants Parts Are Listed	Estimated 12 month usage		Unit Price
27	4210.319.6710	HYDRANT, EXTENSION KIT, CLOW, 12"	5	EA	$ 385.75
		Vendor Part No._____			
29	4210.319.6700	HYDRANT, EXTENSION KIT, CLOW, 6"		EA	$ 330.34
		Vendor Part No._____			
		% Discount off listed items (or range) ____30_____%			
		% Discount off Additional Parts _____10__%			
	City Of Chandler	SECTION 5 -- KENNEDY HYDRANT PARTS Includes: Hydrant Repair / Replacement Parts To Include Extension Kits / Hydrant Grease To Repair Kennedy - Note Not All Hydrants Parts Are Listed	Estimated 12 month usage	Unit of Measure	Unit Price
	STOCK NUMBER	DESCRIPTION- KENNEDY			
1	4210.316.3105	INSERT, SEAT RING, #K8127, "KENNEDY HYDRANT"	1	EA	$ 112.80
		Vendor Part No._____			
2	4210.316.3158	CAP, HOSE NOZZLE, 2-1/2", WITH 1-1/2" PENTAGON OPERATING NUT #K8144, "KENNEDY HYDRANT"	1	EA	$ 69.60
		Vendor Part No._____			
3	4210.316.3105	NUT, OPERATING, STEM, #K8102, "KENNEDY HYDRANT"	1	EA	$ 194.40
		Vendor Part No._____			
4	4210.316.3130	PLATE, BOTTOM, #K8132, "KENNEDY HYDRANT"	1	EA	$ 82.40
		Vendor Part No._____			
5	4120.316.3110	RING, SEAT, #K8128, "KENNEDY HYDRANT"	1	EA	$ 253.60
		Vendor Part No._____			
6	4120.316.3150	NOZZLE, STREAMER, #K8142, "KENNEDY HYDRANT"	1	EA	$ 242.40
		Vendor Part No._____			
7	4120.316.3166	O-RING, #K8145 FOR STREMER NOZZLE, "KENNEDY HYDRANT"	1	EA	$ 9.60
		Vendor Part No._____			
8	4120.316.3015	WASHER, THRUST, #K8106, "KENNEDY HYDRANT"	1	EA	$ 3.20
		Vendor Part No._____			
9	4120.316.3005	NUT, LOCK, STEM, # K8104, "KENNEDY HYDRANT"	1	EA	$ 60.80
		Vendor Part No._____			
10	4120.316.3151	NOZZLE, HOSE, #K8140, "KENNEDY HYDRANT"	1	EA	$ 110.40

		Vendor Part No._____			
11	4120.316.3125	VALVE, MAIN, #K8131, "KENNEDY HYDRANT"	1	EA	$ 143.20
		Vendor Part No._____			
12	4120.316.3155	GASKET, 4 1/2" NOZZLE, CAP, #K8143, "KENNEDY HYDRANT"	1	EA	$ 168.00
		Vendor Part No._____			
13	4120.316.3080	PIN, BRIDGE, #K-8121R, "KENNEDY HYDRANT"	1	EA	$ 12.60
		Vendor Part No._____			
14	4120.316.3075	O-RING, #K8120, "KENNEDY HYDRANT"	3	EA	$ 17.60
		Vendor Part No._____			
15	4120.316.3065	BOLTS & NUTS, #K8118, "KENNEDY HYDRANT"	12	EA	$ 86.40
		Vendor Part No._____			
16	4120.316.3025	BOLTS & NUTS, HYDRANT CAP, #K8108, "KENNEDY HYDRANT"	1	EA	$ 8.00
		Vendor Part No._____			
17	4210.316.3165	O-RING, #K8145 FOR HOSE NOZZLE, "KENNEDY HYDRANT"	1	EA	$ 4.00
		Vendor Part No._____			
18	4210.316.3085	PIN(8), CLEVIS, #K8122R, "KENNEDY HYDRANT"	3	EA	$ 14.40
		Vendor Part No._____			
19	4210.316.3175	KIT, COLLISION, REPAIR, #K8149, "KENNEDY HYDRANT"	4	EA	$ 284.80
		Vendor Part No._____			
20	4210.314.3050	STEM, UPPER, #K8114, "KENNEDY HYDRANT", (OPEN LEFT)	1	EA	$ 178.40
		Vendor Part No._____			
	City Of Chandler	Extension Kits - Kennedy - Note Not All Hydrants Parts Are Listed	Estimated 12 month usage		Unit Price
21	4210.319.6500	HYDRANT, EXTENSION KIT, KENNEDY, 6" 5-1/2")	1	EA	$ 629.60
		Vendor Part No._____			
22	4210.319.6510	HYDRANT, EXTENSION KIT, KENNEDY, 12", (GUARDIAN 5-1/2")	1	EA	$ 735.20
		Vendor Part No._____			
		% Discount off listed Items (or range) ____30_____%			
		% Discount off Additional Parts _____10__%			
	City Of Chandler	SECTION 6 – MUELLER HYDRANT PARTS Includes: Repair / Replacement Parts To Include Extension Kits / Hydrant Grease To Repair Mueller - Note Not All Hydrants Parts Are Listed	Estimated 12 month usage	Unit of Measure	Unit Price
	STOCK NUMBER	DESCRIPTION- MUELLER			
1	4210.314.7596	STEM, UPPER, MUELLER CENTURION, #A-11	2	EA	$ 104.88
		Vendor Part No._____			
2	4210.314.5844	O-RING, STEM, MUELLER CENTURION & IMPROVED, A-12/H-93	5	EA	$ 4.66
		Vendor Part No._____			
3	4210.314.7024	SEAT RING, A-43 MUELLER	9	EA	$ 164.68
		Vendor Part No._____			

4	4210.314.5844	O-RING, STEM, MUELLER CENTURION & IMPROVED, A-12/H-93	5	EA	$ 4.66
		Vendor Part No._____			
5	4210.314.5534	NUT, OPERATION, MUELLER CENTURION & IMPROVED, A-1/H-51	13	EA	$ 118.40
		Vendor Part No._____			
6	4210.314.6194	PLATE, UPPER VALVE, A-36 MUELLER	8	EA	$ 113.63
		Vendor Part No._____			
7	4210.314.1074	COUPLING, STEM, SAFETY, MUELLER CENTURION, A-25	11	EA	$ 44.92
		Vendor Part No._____			
8	4210.314.2444	GASKET, HOSE NOZZLE, MUELLER CENTURION & IMPROVED, A-19/H-72	46	EA	$ 2.56
		Vendor Part No._____			
9	4210.314.5834	O-RING, PUMPER NOZZLE, MUELLER CENTURION, A-16	2	EA	$ 4.66
		Vendor Part No._____			
10	4210.314.5784	O-RING, BOTTOM SEAT, A-44 MUELLER	3	EA	$ 4.66
		Vendor Part No._____			
11	4210.314.2164	FLANGE, SAFETY, MUELLER CENTURION, A-28, (ISSUED BY THE PAIR)	2	EA	$ 49.82
		Vendor Part No._____			
12	4210.314.5526	NUT, HOLD DOWN, MUELLER IMPROVED, H-53	11	EA	$ 37.62
		Vendor Part No._____			
13	4210.314.4924	VALVE, MAIN, RUBBER, A-45 MUELLER 5.25" (1975-1996)	10	EA	$ 92.72
		Vendor Part No._____			
14	4210.314.0824	CAP, HOSE NOZZLE, WITH 1-1/2" PENTAGON OPERATING NUT, A-21 MUELLER CENTURION: NST, YELLOW, 2-1/2", CI	6	EA	$ 44.19
		Vendor Part No._____			
15	4210.314.5429	NOZZLE, HOSE, MUELLER CENTURION, A-18, "LEFT-HAND THREAD"	4	EA	$ 42.74
		Vendor Part No._____			
16	4210.314.5424	NOZZLE, PUMPER, MUELLER CENTURION, A-14	1	EA	$ 137.39
		Vendor Part No._____			
17	4210.314.6196	PLUG, OIL FILLER, MUELLER CENT & IMPROVED, A-7 & H-98	104	EA	$ 2.43
	City Of Chandler	Extension Kits - Mueller - Note Not All Hydrants Parts Are Listed	Estimated 12 month usage	Unit of Measure	Unit Price
18	4210.319.6815	HYDRANT, EXTENSION KIT, MUELLER, #A-320, 12"	1	EA	$ 380.57
		Vendor Part No._____			
19	4210.319.6800	HYDRANT, EXTENSION KIT, 6", MUELLER, #A-320-006	1	EA	$ 325.94
		Vendor Part No._____			
		% Discount off listed items (or range) ____30_____%			
		% Discount off Additional Parts _____10__%			
	City Of Chandler	SECTION 8 -- DUCTILE PIPE Includes: Water Main Repair/Replacement Parts (4"-24") Includes All Items Needed To Repair Water Mains	Estimated 12 month usage	Unit of Measure	Unit Price
	STOCK NUMBER	Description- DIP SLEEVES/CAP/PLUG/ELBOWS/TEES			

1	4730.760.0010	SLEEVE, SOLID, MJ x MJ, 6"	1	EA	$ 38.90
		Vendor Part No._____			
2	4730.760.0015	SLEEVE, SOLID, MJ, 8"	1	EA	$ 63.40
		Vendor Part No._____			
3	4730.760.0025	SLEEVE, SOLID, MJ, 12"	1	EA	$ 100.58
		Vendor Part No._____			
4	4730.164.2900	CAP, WATER PIPE, CAST-IRON, MJ, SOLID, 12", WITHOUT ACCESSORIES	1	EA	$ 54.93
		Vendor Part No._____			
5	4730.165.3200	PLUG, CAST-IRON, MJ SOLID, 12"	1	EA	$ 0.01
		Vendor Part No._____			
6	4730.167.0620	ELBOW, CAST-IRON, 90 DEG 6", MJ X PLAIN END, W/O ACCESSORIES	1	EA	$ 0.01
		Vendor Part No._____			
7	4730.167.0650	ELBOW, CAST-IRON, MJ 90 DEG. X 6", W/O ACCESSORIES	1	EA	$ 43.85
		Vendor Part No._____			
8	4730.167.0600	ELBOW, CAST-IRON, MJ 45 DEG. X 6", W/O ACCESSORIES	1	EA	$ 34.97
		Vendor Part No._____			
9	4730.167.0610	ELBOW, CAST-IRON, MJ 45 DEG. X 8", W/O ACCESSORIES	1	EA	$ 51.57
		Vendor Part No._____			
10	4730.167.0655	ELBOW, CAST-IRON, MJ 90 DEG. X 8", W/O ACCESSORIES	1	EA	$ 61.67
		Vendor Part No._____			
11	4730.140.0010	TEE, DUCTILE, MJ, 6" X 6" X 6"	1	EA	$ 66.31
		Vendor Part No._____			
12	4730.140.0015	TEE, DUCTILE, MJ, 8" X 8" X 8"	1	EA	$ 93.84
		Vendor Part No._____			
13	4730.140.0020	TEE, DUCTILE, MJ, 10" X 10" X 10"	1	EA	$ 0.01
		Vendor Part No._____			
14	4730.140.0025	TEE, DUCTILE, MJ, 12" X 12" X 12"	1	EA	$ 215.23
		Vendor Part No._____			
		% Discount off listed items (or range) ____30_____%			
		% Discount off Additional Parts _____10__%			
	City Of Chandler	SECTION 9 -- GATE VALVES Water Main Repair/Replacement Parts (4"-24") Includes All Items Needed To Repair Water Mains	Estimated 12 month usage	Unit of Measure	Unit Price
	STOCK NUMBER	Description - Gate Valves			
1	4820.535.3000	VALVE, GATE, MJ, 10", IB, RESILIENT SEAL, W/O ACCESSORIES	1	EA	$ 0.01
		Vendor Part No._____			
2	4820.533.1800	VALVE, GATE, FLANGE X FLANGE, 6", IB, RESILIENT SEAL, W/O ACCESSORIES	1	EA	$ 524.81
		Vendor Part No._____			
3	4820.533.1905	VALVE, GATE, FLANGE X M J, 8", IB, RESILIENT SEAL, W/O ACCESSORIES, CLOW	1	EA	$ 789.73

		Vendor Part No._____			
4	4820.534.1800	VALVE, GATE, FLANGE X MJ, 6", IB, RESILIENT SEAL, W/O ACCESSORIES, CLOW	5	EA	$ 505.38
		Vendor Part No._____			
5	4820.535.1200	VALVE, GATE, MJ, 4", IB, RESILIENT SEAL, W/O ACCESSORIES	1	EA	$ 396.23
		Vendor Part No._____			
6	4820.535.1900	VALVE, GATE, MJ X MJ, 6", IB RESILIENT W/O ACCESSORIES, CLOW	8	EA	$ 505.38
		Vendor Part No._____			
7	4820.535.2400	VALVE, GATE, MJ X MJ, 8", IB, RESILIENT SEAL, W/O ACCESSORIES	4	EA	$ 804.90
		Vendor Part No._____			
8	4820.535.3600	VALVE, GATE, MJ, 12", IB, RESILIENT SEAL, W/O ACCESSORIES	3	EA	$ 1,588.02
		Vendor Part No._____			
9	4820.535.3700	VALVE, GATE, MJ, 16", IB, RESILIENT SEAL, W/O ACCESSORIES	1	EA	$ 4,275.00
		Vendor Part No._____			
10	4820.535.3900	VALVE, GATE, MJ, 24", IB, RESILIENT SEAL, W/O ACCESSORIES	1	EA	$ 0.01
		Vendor Part No._____			
		Nut & Bolt Kits			
11	4730.169.1301	KIT, BOLT,NUT & GASKET, 3" FLANGE, (3/4X3-1/4 CD PLATED BOLTS & NUTS)	10	EA	$ 5.13
		Vendor Part No._____			
12	4730.169.1303	KIT, BOLT,NUT & GASKET, 4" FLANGE,(3/4X3-1/4 CD PLATED BOLTS & NUTS)	17	EA	$ 8.96
		Vendor Part No._____			
13	4730.169.1306	KIT, BOLT, NUT & GASKET, 6" FLANGE, (3/4X3-1/4 CD PLATED BOLTS & NUTS)	6	EA	$ 13.42
		Vendor Part No._____			
14	4730.169.1308	KIT, BOLT,NUT & RUBBER GASKET, 8" FLANGE, (3/4X3-1/4 CD PLATED BOLTS & NUTS)	8	EA	$ 14.92
		Vendor Part No._____			
		% Discount off listed items (or range) _____90-70_____%			
		% Discount off Additional Parts ____80___%			
	City Of Chandler	SECTION 10 – HYMAX AND FLEX COUPLINGS for: Water Main Repair/Replacement Parts (4"-24")Includes All Items Needed To Repair Water Mains	Estimated 12 month usage	Unit of Measure	Unit Price
	STOCK NUMBER	Description - Coupling's			
1	4730.700.6010	COUPLING, HYMAX, 4", 4.25-5.00 LR, 4.92-5.63 HR, #2000-0563-260	1	EA	$ 150.80
		Vendor Part No._____			
2	4730.701.9005	COUPLING, HYMAX, 6", 6.42-7.05 LR, 7.01-7.68 HR, #2000-0768-260	24	EA	$ 199.71
		Vendor Part No._____			

3	4730.701.9010	COUPLING, HYMAX, 8", 8.54-9.17 LR, 9.13-9.84 HR, #2000-0984-260	13	EA	$ 226.63
		Vendor Part No._____			
4	4730.701.9040	COUPLING, HYMAX, 10", 10.70-11.37 LR, 11.33-12.00 HR, #2000-1200-260	6	EA	$ 252.23
		Vendor Part No._____			
5	4730.701.9035	COUPLING, HYMAX, 12.40 -13.03 LR, 12.99-13.66 HR, #2000-1366-260	6	EA	$ 417.78
		Vendor Part No._____			
6	4730.701.9050	COUPLING, HYMAX, 16", 501-18. 97 X 18. 97 X 14, O.D 18.45-18.97	1	EA	$ 919.69
		Vendor Part No._____			
7	4730.701.9065	COUPLING, FLEX, TRANSITION, DUCTILE PIPE, 24", 25.80 X 26.32	1	EA	$ 1,081.92
		Vendor Part No._____			
		% Discount off listed items (or range)_____90-70_____%			
		% Discount off Additional Parts ___80___%			
	City Of Chandler	SECTION 11 – SADDLES for: Water Main Repair/Replacement Parts (4"-24")Includes All Items Needed To Repair Water Mains	Estimated 12 month usage	Unit of Measure	Unit Price
	STOCK NUMBER	Description - Saddles			
1	4730.721.3615	SADDLE, BRASS, SINGLE STRAP, 6 X 3/4, IP, O.D. 6.625, FOR STANDARD PIPE PCV, FORD PART # S91-603, BR1B	5	EA	$ 35.96
		Vendor Part No._____			
2	4730.721.3915	SADDLE, BRASS, SINGLE STRAP, 6 X 1, IP, O.D. 6.625, FOR STANDARD PIPE PVC, FORD PART # S71-604	9	EA	$ 35.96
		Vendor Part No._____			
3	4730.720.1400	SADDLE, BRASS, DOUBLE STRAP, 6 X 1-1/2 IP	1	EA	$ 87.28
		Vendor Part No._____			
4	4730.720.1300	SADDLE, BRASS, DOUBLE STRAP, 6 X 1 IP, BR2B	13	EA	$ 76.33
		Vendor Part No._____			
5	4730.720.1200	SADDLE, BRASS, DOUBLE STRAP, 6 X 3/4 IP, BR2B	12	EA	$ 76.33
		Vendor Part No._____			
6	4730.720.1100	SADDLE, BRASS, DOUBLE STRAP, 6 X 3/4 CC, #BR2B	8	EA	$ 76.33
		Vendor Part No._____			
7	4730.720.1500	SADDLE, BRASS, DOUBLE STRAP, 6 X 2 IP, FORD # 202B-7.50	8	EA	$ 95.95
		Vendor Part No._____			
8	4730.720.1800	SADDLE, BRASS, DOUBLE STRAP, 8 X 1 IP, 9.63, 202B-9.62XIP4	4	EA	$ 94.51
		Vendor Part No._____			
9	4730.720.1610	SADDLE, BRASS, DOUBLE STRAP, 8 X 3/4 IP, 9.05 - 9.62 OD., FORD # 202B-962-TAP	4	EA	$ 94.51
		Vendor Part No._____			
10	4730.720.1700	SADDLE, BRASS, DOUBLE STRAP, 8 X 1 CC, 9.63	3	EA	$ 94.51
		Vendor Part No._____			

11	4730.720.7400	SADDLE, BRASS, SINGLE STRAP, 8 X 1 IP, FOR PVC, # S71.804	3	EA	$ 94.51
		Vendor Part No._____			
12	4730.721.2505	SADDLE, BRASS, SINGLE STRAP, 4 X 1, IP, O.D. 4.50, FOR STANDRAD PIPE PCV, FORD PART # S71-404	1	EA	$ 35.74
		Vendor Part No._____			
13	4730.721.2305	SADDLE, BRASS, SINGLE STRAP, 4 X 3/4, IP, O.D. 4, BR1B, FOR STANDARD PIPE PVC	11	EA	$ 35.74
		Vendor Part No._____			
	City Of Chandler	Water Main Repair/Replacement Parts (4"-24")Includes All Items Needed To Repair Water Mains (Section4 of 7)	12 month usage		City Of Chandler Cost
14	4730.721.3900	SADDLE, BRASS, SINGLE STRAP, 6 X 1 IP, FOR PVC	1	EA	$ 35.96
		Vendor Part No._____			
15	4730.721.3610	SADDLE, BRASS, SINGLE STRAP, 6 X 3/4, O.D. 6.80 IP FOR C900 PVC PIPE	1	EA	$ 35.96
		Vendor Part No._____			
16	4730.720.1810	SADDLE, BRASS, DOUBLE STRAP, 8 X 1-1/2 IP	3	EA	$ 99.47
		Vendor Part No._____			
17	4730.720.2400	SADDLE, BRASS, DOUBLE STRAP, 10" X 2", IP, 202B-12.12X IP7, AC PIPE	2	EA	$ 138.14
		Vendor Part No._____			
18	4730.720.1900	SADDLE, BRASS, DOUBLE STRAP, 8 X 2 IP, 9.05 -9.62 OD, #202b	1	EA	$ 108.43
		Vendor Part No._____			
19	4730.720.3200	SADDLE, BRASS, DOUBLE STRAP, 12 X 2 IP, 202B-14.38 X IP7	3	EA	$ 157.40
		Vendor Part No._____			
20	4730.720.2800	SADDLE, BRASS, DOUBLE STRAP, 12 X 1 IP, BR2B	4	EA	$ 137.05
		Vendor Part No._____			
21	4730.720.2510	SADDLE, BRASS, DOUBLE STRAP, 12 X 3/4 IP, 202B-14.38XIP3	1	EA	$ 137.05
		Vendor Part No._____			
22	4730.720.7100	SADDLE, BRASS, SINGLE STRAP, 8 X 3/4 IP	1	EA	$ 55.42
		Vendor Part No._____			
23	4730.720.4200	SADDLE, BRASS,DOUBLE STRAP,16X2 IP,202B-19.25XIP7 FOR AC PIPE	1	EA	$ 407.52
		Vendor Part No._____			
		% Discount off listed items (or range) 90-80 %			
		% Discount off Additional Parts 85 %			
	City Of Chandler	SECTION 12 – CLAMPS for: Water Main Repair/Replacement Parts (4"-24") Includes All Items Needed To Repair Water Mains Note: Not All Clamps Are Listed	Estimated 12 month usage	Unit of Measure	Unit Price
	STOCK NUMBER	Description - Repair Clamps			
		CLAMPS WITH 1"TAP			
1	4730.697.5000	CLAMP, REP, FULL CIRCLE, 6" X 12.5", 7.05-7.45 OD., WITH 1" TAP	3	EA	$ 98.98

		Vendor Part No._____			
2	4730.697.5005	CLAMP, REP, FULL CIRCLE, 8" X 12.5", 8.99 - 9.79 OD., WITH 1" TAP	1	EA	$ 113.68
		Vendor Part No._____			
3	4730.697.5015	CLAMP, REP, FULL CIRCLE, 12" X 15", 14.00-14.45 OD. , WITH 1" TAP	1	EA	$ 180.32
		Vendor Part No._____			
4	4730.697.5016	CLAMP, REP, FULL CIRCLE, 4" X 7.5", 4.45-4.73 OD., CR1 475, WITH 1" TAP	1	EA	$ 59.78
		Vendor Part No._____			
5	4730.697.5017	CLAMP, REP, FULL CIRCLE, 4" X 12.5", 4.74-5.14 OD., CR1 515	1	EA	$ 87.22
		Vendor Part No._____			
6	4730.697.5019	CLAMP, REP, FULL CIRCLE, 6" X 12.5", 6.84-7.24 OD., CR1 724, WITH 1" TAP	1	EA	$ 98.00
		Vendor Part No._____			
7	4730.697.5020	CLAMP, REP, FULL CIRCLE, 8" X 12.5", 8.99-9.39 OD., CR1 940, WITH 1" TAP	1	EA	$ 113.68
		Vendor Part No._____			
8	4730.697.5023	CLAMP, REP, FULL CIRCLE, 12" X 12.5", 13.1-13.5 OD., CR1 1350, WITH 1" TAP	1	EA	$ 148.96
		Vendor Part No._____			
		4" Note: Not All Clamps Are Listed			
9	4730.651.4001	CLAMP, REP, SS, SL, 4 X 7, 4.75-5.15, 401-7-515: F1-514-7.5	1	EA	$ 41.16
		Vendor Part No._____			
10	4730.651.6000	CLAMP, REP, SS, SL, 4 X 12, 4.74-5.14, FS1-514X12.5	1	EA	$ 67.62
		Vendor Part No._____			
		6" Note: Not All Clamps Are Listed			
11	4730.655.3000	CLAMP, REP, SS, SL, 6 X 12, 7.05-7.45, SS BOLTS & NUTS, FS1-745-12.5	6	EA	$ 79.38
		Vendor Part No._____			
12	4730.655.4000	CLAMP, REP, SS, SL, 6 X 15, 7.05-7.45, FS1-745	5	EA	$ 92.12
		Vendor Part No._____			
13	4730.654.6006	CLAMP, REP, SS, SL, 6 X 12, 6.84-7.24, F1-724-12.5	4	EA	$ 78.40
		Vendor Part No._____			
14	4730.654.4006	CLAMP, REP, SS, SL, 6 X 12, 6.56-6.96, FS1-696-12.5	1	EA	$ 74.48
		Vendor Part No._____			
15	4730.655.8001	CLAMP, REP, FSI, SS, 6 X 20, 7.05-7.45	3	EA	$ 134.26
		Vendor Part No._____			
		8" Note: Not All Clamps Are Listed			
16	4730.697.5006	CLAMP, REP, FULL CIRCLE, 8" X 12.5", 8.99 - 9.79 OD., PART# F2.949.12	2	EA	$ 93.10
		Vendor Part No._____			
17	4730.656.6001	CLAMP, REP, SS, SL, 8" X 10", 8.54-8.94, FS1-894-10	3	EA	$ 76.54

		Vendor Part No._____			
18	4730.657.0003	CLAMP, REP, SS, SL, 8 X 12.5,8.99-9.39, F1-939-12.5	4	EA	$ 93.10
		Vendor Part No._____			
19	4730.657.2001	CLAMP, REP, SS, SL, 8 X 15, 8.99-9.39, 401-15-939/FS1	4	EA	$ 111.72
		Vendor Part No._____			
20	4730.657.6001	CLAMP, REP, SS, SL, 8 X 25, 8.99-9.39, SS NUTS & BOLTS,FS1-939X24	3	EA	$ 185.22
		Vendor Part No._____			
		10" Note: Not All Clamps Are Listed			
21	4730.658.4001	CLAMP, REP, SS, SL, 10 X 12, 10.64-11.04, FS1-1104-12.5	1	EA	$ 107.80
		Vendor Part No._____			
22	4730.658.5004	CLAMP, REP SS, SL, 10 X 12, 11.10-11.44, FS1-1144-12.5	3	EA	$ 110.74
		Vendor Part No._____			
23	4730.658.6004	CLAMP, REP, SS, SL, 10 X 20, 11.10-11.44, F1S-1144-20, #FS1	3	EA	$ 186.20
		Vendor Part No._____			
24	4730.659.0001	CLAMP, REP, SS, SL, 10 X 25, 11.01-11.44	1	EA	$ 208.74
		Vendor Part No._____			
		12" Note: Not All Clamps Are Listed			
25	4730.660.8010	CLAMP, REP, SS, SL, 12 X 15, 14.00-14.40,SS BOLTS&NUTS,FS1-1440-15	2	EA	$ 168.56
		Vendor Part No._____			
26	4730.660.8005	CLAMP, REP, SS, SL, 12 X 12-1/2, 14.00-14.40, FS1-1440-12.5	1	EA	$ 134.26
		Vendor Part No._____			
27	4730.662.1001	CLAMP, REP, SS, SL, 12 X 15, 14.00-14.80 SS	1	EA	$ 225.40
		Vendor Part No._____			
28	4730.661.3002	CLAMP, REP, SS, SL, 12 X 24, 14.00-14.40, #CR1 1440	1	EA	$ 265.58
		Vendor Part No._____			
29	4730.660.4001	CLAMP, REP, SS, SL, 12 X 25, 13.10-13.50	1	EA	$ 247.94
		Vendor Part No._____			
		16" Note: Not All Clamps Are Listed			
30	4730.649.7005	CLAMP, REP, SS, DL, 16 X 7.5, 17.40-17.80	1	EA	$ 232.26
		Vendor Part No._____			
31	4730.650.0006	CLAMP, REP, SS, DL, 16 X 20, 18.46-19.21	1	EA	$ 240.10
		Vendor Part No._____			
32	4730.647.4050	CLAMP, REP, SS, TL, 20 X 15, 21.60-22.80O.D. , FS3-2280-15	1	EA	$ 502.74
		Vendor Part No._____			
33	4730.662.2002	CLAMP, REP, SS, SL, 24 X 20, SS BOLTS&NUTS, F73-2700.20	1	EA	$ 1,070.16
		Vendor Part No._____			
		% Discount off listed Items (or range) _____90-70_____%			
		% Discount off Additional Parts ____80___%			

	City Of Chandler	SECTION 13 – MJ KITS for: Water Main Repair/Replacement Parts (4"-24") Includes All Items Needed To Repair Water Mains	Estimated 12 month usage	Unit of Measure	Unit Price
	STOCK NUMBER	Description - KIT, ACCESSORY, MJ, W/FOLLOWER AND MEGA LUGS			
		MJ KITS			
1	4730.169.1250	KIT, ACCESSORY, MJ, W/FOLLOWER, 6", STD GLAND, TRAN GASKET	2	EA	$ 16.65
		Vendor Part No._____			
2	4730.169.0400	KIT, ACCESSORY, MJ, W/FOLLOWER, 4", STD GLAND, STD GASKET	2	EA	$ 10.13
		Vendor Part No._____			
3	4730.169.0600	KIT, ACCESSORY, MJ, W/FOLLOWER, 6", STD GLAND, STD GASKET	53	EA	$ 13.50
		Vendor Part No._____			
4	4730.169.1200	KIT, ACCESSORY, MJ, W/FOLLOWER, 12", STD GLAND, STD GASKET	28	EA	$ 23.18
		Vendor Part No._____			
5	4730.169.1000	KIT, ACCESSORY, MJ, W/FOLLOWER, 10", STD GLAND, STD GASKET	4	EA	$ 22.28
		Vendor Part No._____			
6	4730.169.0800	KIT, ACCESSORY, MJ, W/FOLLOWER, 8", STD GLAND, STD GASKET	25	EA	$ 15.30
		Vendor Part No._____			
7	4730.169.1250	KIT, ACCESSORY, MJ, W/FOLLOWER, 16", STD GLAND, STD GASKET	1	EA	$ 37.80
		Vendor Part No._____			
		MEGA LUGS			
8	4730.703.0300	MEGA LUG THRUST RESTRAINT, MJ, DIP, 6"	35	EA	$ 20.70
		Vendor Part No._____			
9	4730.703.0350	MEGA LUG THRUST RESTRAINT, MJ, DIP, 8"	16	EA	$ 31.50
		Vendor Part No._____			
10	4730.703.0400	MEGA LUG THRUST RESTRAINT, MJ, DIP, 10"	6	EA	$ 41.40
		Vendor Part No._____			
11	4730.703.0450	MEGA LUG THRUST RESTRAINT, MJ, DIP, 12"	20	EA	$ 67.50
		Vendor Part No._____			
		MEGA LUGS PVC			
12	4730.705.4506	MEGA LUG THRUST RESTRAINT, 6", C900 & IPS, RED	5	EA	$ 26.10
		Vendor Part No._____			
13	4730.705.4508	MEGA LUG THRUST RESTRAINT, 8", C900 & IPS, RED	5	EA	$ 38.70
		Vendor Part No._____			
14	4730.705.4510	MEGA LUG THRUST RESTRAINT, 10", C900 & IPS, RED	5	EA	$ 72.90
		Vendor Part No._____			
15	4730.705.4512	MEGA LUG THRUST RESTRAINT, 12", C900 & IPS, RED	5	EA	$ 76.50
		Vendor Part No._____			
16	4730.705.4516	MEGA LUG THRUST RESTRAINT, 16", F/C900, RED	5	EA	$ 164.70
		Vendor Part No._____			

		% Discount off listed items (or range) ____90-70_____%			
		% Discount off Additional Parts ___80____%			
	City Of Chandler	SECTION 15 – VALVE TOP & BOTTOM RISER EXTENSIONS for: Water Main Repair/Replacement Parts (4"-24") Includes All Items Needed To Repair Water Mains	Estimated 12 month usage	Unit of Measure	Unit Price
	STOCK NUMBER	Description- DIP-VALVE BOX TOP & BOTTOMS/VALVE BOX RISERS/VALVE BOX RECLAIMED TOP & BOTTOM			
1	4730.179.2500	VALVE BOX, TOP, 16", SERIES 6855 ITEM 562A-T16 STAR, "SLIP STYLE"	35	EA	$ 20.24
		Vendor Part No._____			
2	4730.179.2700	VALVE BOX, TOP, 26", 26T, STAR, "SLIP STYLE", HEAVY DUTY	39	EA	$ 20.24
		Vendor Part No._____			
3	4730.179.1000	VALVE BOX, BOTTOM, 24", VBB562A STAR HEAVY DUTY	10	EA	$ 20.24
		Vendor Part No._____			
4	4730.179.1500	VALVE BOX, BOTTOM, 36", SIGMA	18	EA	$ 27.60
		Vendor Part No._____			
5	4730.179.3020	VALVE BOX, RISER, 2"	205	EA	$ 13.80
		Vendor Part No._____			
6	4730.179.3010	VALVE BOX, RISER, 3"	48	EA	$ 14.72
		Vendor Part No._____			
7	4730.179.3000	VALVE BOX, RISER, 4"	36	EA	$ 17.48
		Vendor Part No._____			
8	4730.179.2400	VALVE BOX, TOP, RECLAIMED WATER, SQUARE TOP-ROUND BOTTOM	3	EA	$ 101.20
		Vendor Part No._____			
9	4730.179.4002	EXTENSION, VALVE STEM, 2', # 59VSEO2M	2	EA	$ 99.36
		Vendor Part No._____			
10	4730.179.4003	EXTENSION, VALVE STEM, 3', # 59VSEO3M	6	EA	$ 99.36
		Vendor Part No._____			
11	4730.179.4004	EXTENSION, VALVE STEM, 4', # 59VSEO4M	2	EA	$ 110.40
		Vendor Part No._____			
		% Discount off for listed items (or range) ____90-70_____%			
		% Discount off Additional Parts ____80___%			

UL-90

AMENDMENT NUMBER ONE
TO AGREEMENT BETWEEN THE CITY OF CHANDLER AND HD SUPPLY WATERWORKS LTD. FOR WATER WORKS SUPPLIES AGREEMENT NO. WH3-890-3218

This Amendment one to that certain Agreement Between the City Of Chandler (CITY) and HD Supply Waterworks, LTD. (CONTRACTOR) for Water Works Supplies dated, April 29, 2013, and is entered into this 14 day of April, 2014.

WHEREAS, the parties entered into contract for one year with provisions to extend up to four additional one year periods, and

WHEREAS, the parties have agreed to extend the first year;

NOW THEREFORE, the parties agree as follows:

1. Section 5 PRICE: is amended to read as follows:

   "**PRICE:** CITY shall pay CONTRACTOR an amount not to exceed three hundred thousand Dollars ($300,000.00) for the completion of all the work and services described herein, which sum shall include all costs or expenses incurred by CONTRACTOR, payable as set forth in Exhibit B Extension 1, attached hereto and made a part hereof by reference."

2. Section 6.1 Term, This contract is extended for a one-year period, May 1, 2014 through April 30, 2015.

3. Exhibit B is replaced with the attached Exhibit B Extension 1.

4. All other terms and conditions of the above referenced Agreement shall remain unchanged and in full force and effect. All terms and conditions in the original Agreement not specifically amended herein shall be incorporated by reference in its entirety and shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names this 14 day of April, 2014.

CITY OF CHANDLER:

By: _____
Mayor

APPROVED AS TO FORM:

Cynthia Hazlin for
City Attorney CH

CONTRACTOR:

By: _____
Title: Account Manager

ATTEST: (If corporation)

_____
Secretary

CC 4-10-14

ATTEST:

City Clerk
[SEAL]

WITNESS: (If individual or Partnership)

05-717

AMENDMENT NUMBER TWO
TO CONTRACT BETWEEN THE CITY OF CHANDLER AND HD SUPPLY WATERWORKS FOR WATER WORKS SUPPLIES CONTRACT NO. WH3-890-3218

This Amendment No. 2 to that certain Contract Between the City of Chandler (City) and HD Supply Waterworks (Contractor) for water works supplies dated, April 29, 2013 and is entered into this 22 day of May, 2015.

WHEREAS, the parties have agreed;

NOW THEREFORE, the parties agree as follows:

1. Section 6 of the Agreement is amended to extend the term of contract for a one-year period from June 1, 2015 through May 31, 2016.

2. Section 5, Price, of the Agreement is hereby amended, payable as set forth in revised Exhibit B, attached hereto and made a part hereof by reference.

3. All other terms and conditions of the above referenced Contract shall remain unchanged and in full force and effect. All terms and conditions in the original Contract not specifically amended herein shall be incorporated by reference in its entirety and shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names this 22 day of May, 2015.

CITY OF CHANDLER:

By: _____
Mayor

APPROVED AS TO FORM:

_____
City Attorney

ATTEST:

_____
City Clerk

[SEAL]

CONTRACTOR:

By: _____
Title: Account Manager

ATTEST: (If corporation)

_____
Secretary

WITNESS: (If individual or Partnership)

_____

Revised 03/2015

CC 5-14-15

Exhibit B

	City Of Chandler	SECTION 1: COPPER, BRASS AND PRO PRESS PARTS Includes: Ford Water Service & Meter Related Parts, includes all copper and brass fittings valves, tubing and pipe associated with water meters	Estimated 12 month usage	Unit of Measure	2013 Unit Price	2014 Extension 1 Unit Price	2015 Extension 2 Unit Price
	STOCK NUMBER	Description - Lead Free Brass					
1	4820.108.0141	VALVE, BALL, BRASS, THREADED, 1/4"	2	EA	$ 5.13	$ 5.13	$ 5.13
		Vendor Part No._____					
2	4820.108.0180	VALVE, BALL, BRASS, 3/8", FBV-3	1	EA	$ 5.37	$ 5.37	$ 5.37
		Vendor Part No._____					
3	4820.108.1000	VALVE, BALL, BLACK DN 123, PU WITH STEEL CORE, FOR ABEL PUMP #EM-100, IDENT-NUMBER 40325	2	EA	$ 461.70	$ 461.70	$ 461.70
		Vendor Part No._____					
4	4510.007.3015	VALVE, BALL, THREADED, 1/2" WATTS	4	EA	$ 6.53	$ 6.53	$ 6.53
		Vendor Part No._____					
5	4510.007.3020	VALVE, BALL, THREADED, 3/4 IPS, "DOMESTIC"	3	EA	$ 10.94	$ 10.94	$ 10.94
		Vendor Part No._____					
6	5310.022.5641	CAP, BRASS, THREADED, 2", FNPT	1	EA	$ 17.03	$ 17.03	$ 17.03
		Vendor Part No._____					
7	4730.096.8921	NIPPLE, BRASS, 2 X 6, MNPT	5	EA	$ 18.00	$ 18.00	$ 18.00

		Vendor Part No._____					
8	4820.108.0165	VALVE, BALL, BRASS, FMNPT, 2", FBV-4	13	EA	$ 52.92	$ 52.92	$ 52.92
		Vendor Part No._____					
9	4730.112.6075	ELBOW, BRASS, 1 1/2", 90	1	EA	$ 13.95	$ 13.95	$ 13.95
		Vendor Part No._____					
10	4730.112.6090	ELBOW, BRASS, 2", 90	5	EA	$ 23.40	$ 23.40	$ 23.40
		Vendor Part No._____					
11	4730.122.0307	REDUCER, BUSHING, BRASS, 3/4" X 1/4"	4	EA	$ 3.11	$ 3.11	$ 3.11
		Vendor Part No._____					
12	4730.122.0306	REDUCER, BUSHING, BRASS, 1/2" X 3/8"	4	EA	$ 1.87	$ 1.87	$ 1.87
		Vendor Part No._____					
13	4730.096.6403	NIPPLE, BRASS, 1/4" X CLOSE	4	EA	$ 0.86	$ 0.86	$ 0.86
		Vendor Part No._____					
14	4730.096.6406	NIPPLE, BRASS, 3/8" X CLOSE	4	EA	$ 0.90	$ 0.90	$ 0.90
		Vendor Part No._____					
15	4730.096.4990	NIPPLE, BRASS, 1/2 X CLOSE	6	EA	$ 1.17	$ 1.17	$ 1.17
		Vendor Part No._____					
16	4730.101.8640	ADAPTER, BRASS, 3/4", FEMALE X MALE THREADED	7	EA	$ 9.00	$ 9.00	$ 9.00
		Vendor Part No._____					
17	4730.090.7400	BUSHING, BRASS, HEX, 3 MIP X 2 FIP	1	EA	$ 38.16	$ 38.16	$ 38.16

		Vendor Part No._____					
18	4730.096.5000	NIPPLE, BRASS, 3/4 X CLOSE	7	EA	$ 1.71	$ 1.71	$ 1.71
		Vendor Part No._____					
19	4730.096.6400	NIPPLE, BRASS, 1 X CLOSE	1	EA	$ 2.52	$ 2.52	$ 2.52
		Vendor Part No._____					
20	4730.096.8900	NIPPLE, BRASS, 2 X CLOSE	2	EA	$ 7.56	$ 7.56	$ 7.56
		Vendor Part No._____					
21	4730.097.3200	PLUG, BRASS, RAISED HEAD, 3/4", MIPT	4	EA	$ 2.67	$ 2.67	$ 2.67
		Vendor Part No._____					
22	4730.126.0755	UNION, COPPER, SLIP X SLIP, 1/2"	1	EA	$ 5.45	$ 5.45	$ 5.45
		Vendor Part No._____					
23	4730.090.4000	BUSHING, BRASS, HEX, 1/2 MIP X 1/4 FIP	4	EA	$ 1.87	$ 1.87	$ 1.87
		Vendor Part No._____					
24	4730.090.5400	BUSHING, BRASS, HEX, 1 MIP X 3/4 FIP	12	EA	$ 3.92	$ 3.92	$ 3.92
		Vendor Part No._____					
25	4730.090.5600	BUSHING, BRASS, HEX, 1-1/4 MIP X 3/4 FIP	1	EA	$ 6.66	$ 6.66	$ 6.66
		Vendor Part No._____					
26	4730.090.6000	BUSHING, BRASS, HEX, 1-1/2 MIP X 3/4 FIP	3	EA	$ 10.40	$ 10.40	$ 10.40
		Vendor Part No._____					
27	4730.090.6800	BUSHING, BRASS, HEX, 2" X 3/4"	5	EA	$ 15.17	$ 15.17	$ 15.17

		Vendor Part No._____					
28	4730.090.6200	BUSHING, BRASS, HEX, 1-1/2 MIP X 1 FIP	5	EA	$ 8.51	$ 8.51	$ 8.51
		Vendor Part No._____					
29	4730.090.7000	BUSHING, BRASS, HEX, 2 X 1	5	EA	$ 15.17	$ 15.17	$ 15.17
		Vendor Part No._____					
30	4730.090.7200	BUSHING, BRASS, HEX, 2 MIP X 1-1/2 FIP	2	EA	$ 12.60	$ 12.60	$ 12.60
		Vendor Part No._____					
31	4730.122.0320	REDUCER, BUSHING, BRASS, 3" TO 1-1/2"	4	EA	$ 20.07	$ 20.07	$ 20.07
		Vendor Part No._____					
32	4730.104.6000	FLANGE, BRASS, METER, MALE, 1-1/2", 6M FORD #CF38-66-2	5	EA	$ 34.21	$ 34.21	$ 34.21
		Vendor Part No._____					
33	4730.102.1313	COUPLING, METER, BRS, W/PACK JOINT, C34-22, 5/8" X 3/4", 5/8" CTS PJ	1	EA	$ 21.11	$ 21.11	$ 21.11
		Vendor Part No._____					
34	4730.102.1311	COUPLING, METER, W/PACK JOINT, C34-13, 5/8" X 3/4" CTS PJ	1	EA	$ 21.11	$ 21.11	$ 21.11
		Vendor Part No._____					
35	4730.102.1314	COUPLING, METER, W/PACK JOINT, C34-23, 5/8" X 3/4" X 3/4" CTS PJ	1	EA	$ 17.96	$ 17.96	$ 17.96
		Vendor Part No._____					
36	4730.102.1315	COUPLING, METER, W/PACK JOINT, C34-24, 5/8" X 3/4" x 1" CTS PJ	1	EA	$ 17.96	$ 17.96	$ 17.96
		Vendor Part No._____					
37	4730.102.1316	COUPLING, METER, W/PACK JOINT, C34-44, 1" X 1" CTS PJ	1	EA	$ 17.96	$ 17.96	$ 17.96

		Vendor Part No._____					
38	4730.102.1310	COUPLING, METER, W/PACK JOINT, C-34-11, 5/8 X 1/2" CTS PJ	1	EA	$ 17.96	$ 17.96	$ 17.96
		Vendor Part No._____					
39	4730.104.5400	FLANGE, BRASS, METER, FEMALE, 2", 7F FORD #CF31-77	3	EA	$ 41.36	$ 41.36	$ 41.36
		Vendor Part No._____					
40	4730.104.6200	FLANGE, BRASS, METER, MALE, 2", MUELLER	3	EA	$ 45.63	$ 45.63	$ 45.63
		Vendor Part No._____					
41	4730.104.5000	FLANGE, BRASS, METER, FEMALE, 1-1/2", MUELLER	2	EA	$ 31.68	$ 31.68	$ 31.68
		Vendor Part No._____					
42	4820.107.0985	VALVE, ANGLE, BALL, FIP THREAD, 3/4 X 1 X 1, FORD #BA13-344W	1	EA	$ 48.42	$ 48.42	$ 48.42
		Vendor Part No._____					
43	4820.107.0990	VALVE, ANGLE, BALL, FIP THREAD, 1 X 1 X 1 FORD #BA13-444W	3	EA	$ 70.74	$ 70.74	$ 70.74
		Vendor Part No._____					
44	4820.107.0805	VALVE, ANGLE, W/LOCK WING, BALL 2", BRASS, MUELLER #B24286	11	EA	$ 190.80	$ 190.80	$ 190.80
		Vendor Part No._____					
45	4820.107.0605	VALVE, ANGLE, W/LOCK WING, BALL, 1-1/2", BRASS, FORD# BFA13-666W OR EQUAL	3	EA	$ 162.00	$ 162.00	$ 162.00
		Vendor Part No._____					
46	4820.107.0975	VALVE, ANGLE, BALL, FIP THREAD, 3/4 X 1, FORD #BA13-334W	3	EA	$ 46.98	$ 46.98	$ 46.98
		Vendor Part No._____					
47	4820.107.0900	VALVE, ANGLE, BALL, 5/8 X 3/4, #3707B24255	22	EA	$ 52.70	$ 52.70	$ 52.70

		Vendor Part No._____					
48	4820.107.0972	VALVE, ANGLE, BALL, FIP THREAD, 3/4 X 5/8 X 3/4, MUELLER #B24265	14	EA	$ 46.98	$ 46.98	$ 46.98
		Vendor Part No._____					
49	4820.107.0977	VALVE, ANGLE, BALL, FIP THREAD, 3/4 X 1, FORD #BA23-342W	1	EA	$ 57.15	$ 57.15	$ 57.15
		Vendor Part No._____					
50	4820.107.0950	VALVE, ANGLE, BALL, 1"X1", MUELLER #3710B24255	13	EA	$ 78.62	$ 78.62	$ 78.62
		Vendor Part No._____					
51	4730.240.3010	COUPLING, ANGLE, FEMALE-IRON-PIPE, 3/4", FORD #L31-23	4	EA	$ 22.05	$ 22.05	$ 22.05
		Vendor Part No._____					
52	4730.240.3015	COUPLING, ANGLE, FEMALE-IRON-PIPE, 1", FORD #L31-44	17	EA	$ 24.75	$ 24.75	$ 24.75
		Vendor Part No._____					
53	4730.539.1000	ADAPTER, METER, CHANGE 5/8 X 3/4 METER TO 3/4' METER LENGHT, FORD # A23	4	EA	$ 6.75	$ 8.44	$ 8.44
		Vendor Part No._____					
54	4730.101.8500	ADAPTER, BRASS, FLARE X MALE IRON-PIPE, 1", FORD # C28-44	1	EA	$ 13.41	$ 13.41	$ 13.41
		Vendor Part No._____					
55	4730.101.8200	ADAPTER, BRASS, FLARE X MALE IRON-PIPE, 3/4", FORD # C28-33	2	EA	$ 9.41	$ 9.41	$ 9.41
		Vendor Part No._____					
56	4730.102.1370	COUPLING, METER, MALE IRON PIPE THREAD, C38-23-2, 5/8" X 3/4" X 2"	10	EA	$ 8.60	$ 8.60	$ 8.60
		Vendor Part No._____					
57	4730.102.1371	COUPLING, METER, MALE IRON PIPE THREAD, C38-23-2.25, 5/8" X 3/4" X 2"-1/4"	5	EA	$ 14.94	$ 14.94	$ 14.94

		Vendor Part No._____					
58	4730.102.1372	COUPLING, METER, MALE IRON PIPE THREAD, C38-23-2.5, 5/8" X 3/4" X 2"-1/2"	20	EA	$ 6.44	$ 6.44	$ 6.44
		Vendor Part No._____					
59	4730.102.1373	COUPLING, METER, MALE IRON PIPE THREAD, C38-23-2.75, 5/8" X 3/4" X 2"-3/4"	11	EA	$ 16.47	$ 16.47	$ 16.47
		Vendor Part No._____					
60	4730.102.1374	COUPLING, METER, MALE IRON PIPE THREAD, C38-23-3, 5/8" X 3/4" X 3"	5	EA	$ 16.34	$ 16.34	$ 16.34
		Vendor Part No._____					
61	4730.102.1300	COUPLING, METER, BRS, 1 X 2.625, MUELLER #H10890	7	EA	$ 6.44	$ 10.30	$ 10.30
		Vendor Part No._____					
62	4730.102.1312	COUPLING, METER, W/PACK JOINT, C34-21, 5/8" X 3/4" X 1/2" CTS PJ	4	EA	$ 17.96	$ 17.96	$ 17.96
		Vendor Part No._____					
63	4730.110.4200	UNION, BRASS, FC X FC, 3 PC, 1", C22-44-1	2	EA	$ 20.70	$ 20.70	$ 20.70
		Vendor Part No._____					
64	4730.110.4000	UNION, BRASS, FC XFC, 3PC, 3/4", MUELLER #H15400	6	EA	$ 11.88	$ 11.88	$ 11.88
		Vendor Part No._____					
65	4730.731.6197	OUTLET ASSEMBLY, ONLY, FOR LINESETTER # LSV11-233W-OL	22	EA	$ 36.76	$ 36.76	$ 36.76
		Vendor Part No._____					
66	4820.015.2000	CURB STOP, BALL-VALVE, FLARE COP XFIP, 3/4", LOCK, #B25166	14	EA	$ 44.96	$ 44.96	$ 44.96
		Vendor Part No._____					
67	4820.015.3000	CURB STOP, 3/4", BALL VALVE, FEMALE IRON PIPE, LOCK WING, MULLER #B20283	7	EA	$ 36.72	$ 36.72	$ 36.72

		Vendor Part No._____					
68	4820.015.2200	CURB STOP, BALL-VALVE, FLARE-COPPER X FIP, MUELLER #B25166	10	EA	$ 62.82	$ 62.82	$ 62.82
		Vendor Part No._____					
69	4820.015.3400	CURB STOP, BALL-VALVE, FEMALE IRON PIPE, 1-1/2", LOCK WING, METER BALL STOP B20200	6	EA	$ 119.48	$ 119.48	$ 119.48
		Vendor Part No._____					
70	4820.015.3600	CURB STOP, BALL-VALVE, FIP, 2", LOCK, MUELLER #B20283	3	EA	$ 172.31	$ 172.31	$ 172.31
		Vendor Part No._____					
71	4820.013.6001	CORP STOP, BALL-VALVE, FLARE COPPER X MALE IRON PIPE, 1", MUELLER B25025	19	EA	$ 41.58	$ 41.58	$ 41.58
		Vendor Part No._____					
72	4820.013.6000	CORP STOP, BALL-VALVE, FLARE COPPER,X MALE IRON PIPE, 3/4", MUELLER #B25025 MIPXCF	16	EA	$ 32.40	$ 32.40	$ 32.40
		Vendor Part No._____					
73	4820.013.2190	CORP STOP, BALL-VALVE, FLARE COPPER X COPPER CONNECT.,3/4" FB 600	13	EA	$ 32.40	$ 32.40	$ 32.40
		Vendor Part No._____					
74	4820.013.2200	CORP STOP, BALL-VALVE, FLARE COPPER X CTS, 1", B25025	2	EA	$ 41.58	$ 41.58	$ 41.58
		Vendor Part No._____					
75	4820.014.0400	CORP STOP, BALL-VALVE, MALE IRON PIPE, 1-1/2" #FB500	2	EA	$ 87.26	$ 87.26	$ 87.26
		Vendor Part No._____					
76	4820.014.0600	CORP STOP, BALL-VALVE, MALE IRON PIPE, 2", MUELLER B2969	8	EA	$ 148.86	$ 148.86	$ 148.86
		Vendor Part No._____					
77	4730.102.1133	COMPRESSION COUPLING, MUELLER, 3/4" CPLG 110, #H15403	16	EA	$	$	$

					12.87	12.87	12.87
		Vendor Part No._____					
78	4730.102.1131	COMPRESSION COUPLING, MUELLER, 1" CPLG 110, #H15403	3	EA	$ 14.09	$ 14.09	$ 14.09
		Vendor Part No._____					
79	4730.102.1135	COMPRESSION COUPLING, MUELLER, 1-1/2" CPLG 110, #H15403	1	EA	$ 49.64	$ 49.64	$ 49.64
		Vendor Part No._____					
80	4730.102.1150	COUPLING, COMPRESSION, 2", FORD# CC44-77	1	EA	$ 67.05	$ 67.05	$ 67.05
		Vendor Part No._____					
81	6681.702.0450	ADAPTER, HYD METER, BRS, 2-1/2"FNST X 2"MIPT, "HEX HEAD" SOUTH PARK # A3722AB	48	EA	MOVED	MOVED	MOVED
		Vendor Part No._____					
	City Of Chandler	Ford Water Service & Meter Related Parts, includes all copper and brass fittings valves, tubing and pipe associated with water meters	Estimated 12 month usage	Unit of Measure	2013 Unit Price	2014 Extension 1 Unit Price	2015 Extension 2 Unit Price
	STOCK NUMBER	Description - Copper					
82	4730.120.4000	CAP, COPPER, SOLDER 2"	1	EA	$ 5.81	$ 5.81	$ 5.81
		Vendor Part No._____					
83	4730.122.6800	ELBOW, COPPER, SHORT RUFF, SLIP X SLIP, 45 DEG. X 2"	5	EA	$ 10.98	$ 10.98	$ 10.98
		Vendor Part No._____					
84	4730.122.8500	ELBOW, COPPER, SHORT RUFF, SLIP X SLIP, 90 DEG. X 2"	8	EA	$ 11.70	$ 11.70	$ 11.70
		Vendor Part No._____					
85	4730.120.6600	COUPLING, COPPER, WITH-OUT STOP, 2", SLIP	7	EA	$	$	$

					11.88	11.88	11.88
		Vendor Part No._____					
86	4730.120.1000	ADAPTER, COPPER, FEMALE IRON-PIPE X SLIP, 2"	3	EA	$ 16.38	$ 16.38	$ 16.38
		Vendor Part No._____					
87	4730.120.2800	ADAPTER, COPPER, MALE, IRON-PIPE, SLIP, 2"	7	EA	$ 13.05	$ 13.05	$ 13.05
		Vendor Part No._____					
88	4730.122.6600	ELBOW, COPPER, SHORT RUFF, SLIP X SLIP, 45 DEG. X 1-1/2"	4	EA	$ 6.57	$ 6.57	$ 6.57
		Vendor Part No._____					
89	4730.124.2000	REDUCER, COPPER, SLIP X SLIP, 2 X 1-1/2	1	EA	$ 9.00	$ 9.00	$ 9.00
		Vendor Part No._____					
90	4730.120.2600	ADAPTER, COPPER, MALE IRON-PIPE X SLIP, 1-1/2"	8	EA	$ 7.65	$ 7.65	$ 7.65
		Vendor Part No._____					
91	4730.120.0900	ADAPTER, COPPER, FEMALE IRON-PIPE X SLIP, 1-1/2	1	EA	$ 12.06	$ 12.06	$ 12.06
		Vendor Part No._____					
92	4730.124.1500	REDUCER, COPPER, SLIP X SLIP, 1-1/2 X 1-1/4	1	EA	$ 5.85	$ 5.85	$ 5.85
		Vendor Part No._____					
93	4730.120.6400	COUPLING, COPPER, WITH-OUT STOP, 1-1/2"	2	EA	$ 7.20	$ 7.20	$ 7.20
		Vendor Part No._____					
94	4730.122.8400	ELBOW, COPPER, SHORT RUFF, SLIP X SLIP, 90 DEG. X 1-1/2"	8	EA	$ 6.48	$ 6.48	$ 6.48
		Vendor Part No._____					

95	4730.125.3000	TEE, COPPER, REDUCER 1 X 3/4 X 3/4	1	EA	$ 6.39	$ 6.39	$ 6.39
		Vendor Part No._____					
96	4730.120.2500	ADAPTER, COPPER, MALE IRON-PIPE X SLIP, 1"	24	EA	$ 4.55	$ 4.55	$ 4.55
		Vendor Part No._____					
97	4730.120.0700	ADAPTER, COPPER, FEMALE IRON-PIPE X SLIP, 1"	26	EA	$ 5.31	$ 5.31	$ 5.31
		Vendor Part No._____					
98	4730.125.1975	TEE, COPPER, SLIP X SLIP X SLIP, 1"	2	EA	$ 6.37	$ 6.37	$ 6.37
		Vendor Part No._____					
99	4730.122.6400	ELBOW, COPPER, SHORT RUFF, SLIP X SLIP, 45 DEG. X 1"	5	EA	$ 4.05	$ 4.05	$ 4.05
		Vendor Part No._____					
100	4730.122.8200	ELBOW, COPPER, SHORT RUFF, SLIP X SLIP, 90 DEG. X 1"	64	EA	$ 2.75	$ 2.75	$ 2.75
		Vendor Part No._____					
101	4730.120.6100	COUPLING, COPPER, WITH-OUT STOP, 1"	27	EA	$ 2.07	$ 2.07	$ 2.07
		Vendor Part No._____					
102	4730.120.2300	ADAPTER, COPPER, MALE IRON PIPE, 1/2" X SLIP	3	EA	$ 1.08	$ 1.08	$ 1.08
		Vendor Part No._____					
103	4730.120.2400	ADAPTER, COPPER, MALE IRON-PIPE X SLIP, 3/4"	17	EA	$ 1.76	$ 1.76	$ 1.76
		Vendor Part No._____					
104	4730.120.0500	ADAPTER, COPPER, FEMALE IRON-PIPE X SLIP, 3/4"	25	EA	$ 2.25	$ 2.25	$ 2.25
		Vendor Part No._____					

105	4730.120.6000	COUPLING, COPPER, WITH-OUT STOP, 3/4", SLIP	13	EA	$ 1.35	$ 1.35	$ 1.35
		Vendor Part No._____					
106	4730.122.8000	ELBOW, COPPER, SHORT RUFF, SLIP X SLIP, 90 DEG. X 3/4"	13	EA	$ 1.13	$ 1.13	$ 1.13
		Vendor Part No._____					
107	4730.122.6300	ELBOW, COPPER, SHORT RUFF, SLIP X SLIP, 45 DEG. X 3/4"	1	EA	$ 1.58	$ 1.58	$ 1.58
		Vendor Part No._____					
108	4730.124.1000	REDUCER, COPPER, SLIP X SLIP, 1 X 3/4	8	EA	$ 2.49	$ 2.49	$ 2.49
		Vendor Part No._____					
109	4730.101.7000	ADAPTER, FLARE COPPER X FEMALE IRON-PIPE, 3/4 X 1,FORD# C21-34	1	EA	$ 10.08	$ 12.60	$ 12.60
		Vendor Part No._____					
	City Of Chandler	Ford Water Service & Meter Related Parts, includes all copper and brass fittings valves, tubing and pipe associated with water meters	Estimated 12 month usage	Unit of Measure	2013 Unit Price	2014 Extension 1 Unit Price	2015 Extension 2 Unit Price
	STOCK NUMBER	Description - Miscellaneous Items					
110	8040.082.0004	CEMENT, PVC, RED HOT, PINT	7	EA	$ 9.00	$ 9.00	$ 9.00
		Vendor Part No._____					
111	8040.082.0007	CEMENT, PVC, IPS WELD-ON 725, 1/2 PINT	12	EA	$ 5.85	$ 5.85	$ 5.85
		Vendor Part No._____					
112	8040.624.6310	PRIMER, PVC, PURPLE, 1/2 PT	21	EA	$ 4.50	$ 4.50	$ 4.50
		Vendor Part No._____					

113	6685.242.5000	GAUGE, PRESSURE, 2-1/2", 0-200 PSI	33	EA	$ 10.35	$ 10.35	$ 10.35
		Vendor Part No._____					
114	4730.030.0802	UTC REPAIR COUPLING, SIZE C, O.D 1.06-1.34	3	EA	$ 22.05	$ 22.05	$ 22.05
		Vendor Part No._____					
115	4730.030.0803	UTC REPAIR COUPLING, SIZE B, O.D .83-1.06	6	EA	$ 15.21	$ 15.21	$ 15.21
		Vendor Part No._____					
116	4210.318.1085	PIN, STAINLESS STEEL, FOR WATEROUS LOCK, CUSTODIAN-PIN-25	30	EA	$ 18.00	$ 18.00	$ 18.00
		Vendor Part No._____					
117	5975.915.0189	PLUG, SQUARE DRIVE, FOR CUSTODIAN LOCK, CUSTODIAN-DP-NEO	30	EA	$ 9.00	$ 9.00	$ 9.00
		Vendor Part No._____					
118	4210.318.6112	SOCKET SCREW, FLATHEAD, (BOLT), 1/2 X 13 X 1.25, CUSTODIAN-FHSS-1.25	30	EA	$ 9.00	$ 9.00	$ 9.00
		Vendor Part No._____					
119	5975.915.0215	PLUG, STAINLESS STEEL, LOCK FOR WATER METERS, PL-10-AV	5	EA	$ 9.00	$ 9.00	$ 9.00
		Vendor Part No._____					
120	5975.915.0216	PLUG, STAINLESS STEEL, LOCK FOR WATER METERS, PL-1.25-AV	5	EA	$ 9.00	$ 9.00	$ 9.00
		Vendor Part No._____					
121	4730.102.1350	COUPLING, METER, W/PACK JOINT, C37-13, 5/8" X 3/4" PVC PIPE PJ	1	EA	$ 18.00	$ 18.00	$ 18.00
		Vendor Part No._____					
122	4730.102.1351	COUPLING, METER, W/PACK JOINT, C37-21, 5/8" X 3/4" X 1/2" PVC PIPE PJ	1	EA	$ 18.00	$ 18.00	$ 18.00
		Vendor Part No._____					

123	4730.102.1352	COUPLING, METER, W/PACK JOINT, C37-23, 5/8" X 3/4" X 3/4" PVC PIPE PJ	1	EA	$ 18.00	$ 18.00	$ 18.00
		Vendor Part No._____					
124	4730.102.1353	COUPLING, METER, W/PACK JOINT, C37-44, 1" X 1" PVC PIPE PJ	1	EA	$ 18.00	$ 18.00	$ 18.00
		Vendor Part No._____					
125	4820.020.0072	AIR RELIEF VALVE, 1/2", 50.1 APCO	2	EA	$ 103.50	$ 103.50	$ 103.50
		Vendor Part No._____					
126	4820.024.0100	VALVE, AIR, COMBINATION, WORKING PSI 3-250, 1", ARI # D-040	2	EA	$ 121.32	$ 121.32	$ 121.32
		Vendor Part No._____					
127	4820.024.0105	VALVE, AIR, COMBINATION, WORKING PSI 3-250, 2", ARI # D-040,SCOTTSDALE SPEC 91020ARID040P-NT	4	EA	$ 270.18	$ 270.18	$ 270.18
		Vendor Part No._____					
128	4820.025.0001	VALVE, AIR RELIEF, VALMATIC # 202C-2, 2"	1	EA	$ 562.50	$ 562.50	$ 562.50
		Vendor Part No._____					
129	4820.025.0017	VALVE, CHECK, SILENT, VAL-MATIC, 8", BRONZE SEAT, GLOBE STYLE 1800 WORKING PSI 150	3	EA	$ 1,080.00	$ 1,242.00	$ 1,242.00
		Vendor Part No._____					
130	5330.246.5600	GASKET, METER, 2" X 1/8", DROP IN	122	EA	$ 0.83	$ 0.95	$ 0.95
		Vendor Part No._____					
131	5330.246.5400	GASKET, METER, 1-1/2"X 1/8", DROP IN	151	EA	$ 0.76	$ 0.87	$ 0.87
		Vendor Part No._____					
132	5330.246.5200	GASKET, METER, 1", ITP 1/8, RUBBER WASHER	1300	EA	$ 0.15	$ 0.20	$ 0.20

		Vendor Part No._____					
133	5330.246.5000	GASKET, METER, 3/4", RUBBER, #GT114, 100EA/BAG DO NOT SUBSTITUTE	1800	EA	$ 0.14	$ 0.16	$ 0.16
		Vendor Part No._____					
134	5330.243.1400	GASKET, ADAPTER, HYDRANT, METER, 2-1/2, NEPTUNE #8340-029	210	EA	$ 3.11	$ 3.58	$ 3.58
		Vendor Part No._____					
	City Of Chandler	Ford Water Service & Meter Related Parts, includes all copper and brass fittings valves, tubing and pipe associated with water meters	Estimated 12 month usage	Unit of Measure	2013 Unit Price	2014 Extension 1 Unit Price	2015 Extension 2 Unit Price
	STOCK NUMBER	Description - ProPress Fittings					
135	4820.109.0410	VALVE, BALL, BRONZE, 1", PTFE SEATS, EPDM SEALS	2	EA	$ 7.38	$ 7.38	$ 7.38
		Vendor Part No._____					
136	4820.109.0420	VALVE, BALL, BRONZE, 1-1/2", PTFE SEATS, EPDM SEALS	1	EA	$ 14.40	$ 14.40	$ 14.40
		Vendor Part No._____					
137	4730.123.6000	REDUCER, COPPER, 1-1/4" X 1", FEMALE PRESS CONNECTION, PRESSURE 200PSI, TEMP RANGE 0 TO 250 DEG F	1	EA	$ 12.83	$ 12.83	$ 12.83
		Vendor Part No._____					
138	4730.123.6005	REDUCER, COPPER, 1-1/2" X 1", FEMALE PRESS CONNECTION, PRESSURE 200PSI, TEMP RANGE 0 TO 250 DEG F	1	EA	$ 21.24	$ 21.24	$ 21.24
		Vendor Part No._____					
139	4730.122.6900	ELBOW, COPPER, 45, 1" X 1", FEMALE PRESS CONNECTION, PRESSURE 200 PSI, TEMP RANGE 0 TO 250 DEG F, 5/BX	1	EA	$ 8.64	$ 8.64	$ 8.64
		Vendor Part No._____					

140	4730.122.6905	ELBOW, COPPER, 45, 1-1/2" X 1-1/2", FEMALE PRESS CONNECTION, PRESSURE 200 PSI, TEMP RANGE 0 TO 250 DEG F, 1/BX	4	EA	$ 20.07	$ 20.07	$ 20.07
		Vendor Part No._____					
141	4730.112.6003	ELBOW, 90 DEG, COPPER, FEMALE PRESS CONNECTION, C X C, 3/4", 1/BX	8	EA	$ 3.20	$ 3.20	$ 3.20
		Vendor Part No._____					
142	4730.126.0105	ELBOW, COPPER, 90, 1" X 1", FEMALE PRESS CONNECTION, PRESSURE 200 PSI, TEMP RANGE 0 TO 250 DEG F, 5/BX	6	EA	$ 6.39	$ 6.39	$ 6.39
		Vendor Part No._____					
143	4730.126.0110	ELBOW, COPPER, 90, 1-1/2" X 1-1/2", FEMALE PRESS CONNECTION, PRESSURE 200 PSI, TEMP RANGE 0 TO 250 DEG F, 1/BX	4	EA	$ 24.39	$ 24.39	$ 24.39
		Vendor Part No._____					
144	4730.126.0115	ELBOW, COPPER, 90, 2" X 2", FEMALE PRESS CONNECTION, PRESSURE 200 PSI, TEMP RANGE 0 TO 250 DEG F, 1/BX	7	EA	$ 33.89	$ 33.89	$ 33.89
		Vendor Part No._____					
145	4730.120.6725	COUPLING, COPPER, WITH-OUT, STOP, 2" X 2", PRESSURE 200 PSI, TEMP RANGE 0 TO 250 DEG F, 1/BX	4	EA	$ 18.65	$ 18.65	$ 18.65
		Vendor Part No._____					
146	4730.113.5000	UNION, BRONZE, 1" X 1", PRESSURE 200 PSI, TEMP RANGE 0 TO 250 DEG F, 10/BX	5	EA	$ 30.24	$ 30.24	$ 30.24
		Vendor Part No._____					
147	4730.113.5015	UNION, BRONZE, 1-1/2" X 1-1/2", PRESSURE 200 PSI, TEMP RANGE 0 TO 250 DEG F	1	EA	$ 58.64	$ 58.64	$ 58.64
		Vendor Part No._____					
148	4730.113.5020	UNION, BRONZE, 2" X 2", PRESSURE 200 PSI, TEMP RANGE 0 TO 250 DEG F, 1/BX	1	EA	$ 0.01	$ 0.01	$ 0.01

		Vendor Part No._____					
149	4730.102.1160	COUPLING, C X C, 3/4", COPPER, PRESS CONNECTION, 10/BX	25	EA	$ 2.71	$ 2.71	$ 2.71
		Vendor Part No._____					
150	4730.120.6710	COUPLING, COPPER, WITHSTOP, 1" X 1", PRESSURE 200 PSI, TEMP RANGE 0 TO 250 DEG F, 5/BX	27	EA	$ 5.47	$ 5.47	$ 5.47
		Vendor Part No._____					
151	4730.120.6405	COUPLING, COPPER, WITH-OUT STOP, 1-1/2" X 1-1/2", PRESSURE 200 PSI, TEMP RANGE 0 TO 250 DEG, SLIP	9	EA	$ 16.02	$ 16.02	$ 16.02
		Vendor Part No._____					
152	4730.120.6720	COUPLING, COPPER, WITH STOP, 2" X 2", PRESSURE 200 PSI, TEMP RANGE 0 TO 250 DEG F, 1/BX	18	EA	$ 15.30	$ 15.30	$ 15.30
		Vendor Part No._____					
153	4730.102.0012	ADAPTER, BRONZE, 2" X 2", FEMALE PRESS X MALE THREAD, PRESSURE 200PSI, TEMP RANGE 0 TO 250 DEG F, 1/BX	12	EA	$ 44.33	$ 44.33	$ 44.33
		Vendor Part No._____					
154	4730.102.0007	ADAPTER, BRONZE, 2" X 2", FEMALE PRESS X FEMALE THREAD, PRESSURE 200PSI, TEMP RANGE 0 TO 250 DEG F, 1/BX	6	EA	$ 44.64	$ 44.64	$ 44.64
		Vendor Part No._____					
155	4730.102.0006	ADAPTER, BRONZE, 2" X 2", SOLDER END X FEMALE THREAD, PRESSURE 200PSI, TEMP RANGE 0 TO 250 DEG F	1	EA	$ 61.47	$ 61.47	$ 61.47
		Vendor Part No._____					
156	4730.102.0011	ADAPTER, BRONZE, 2" X 2", SOLDER END X MALE THREAD, PRESSURE 200PSI, TEMP RANGE 0 TO 250 DEG F	1	EA	$ 56.25	$ 56.25	$ 56.25
		Vendor Part No._____					
157	4730.102.0008	ADAPTER, BRONZE, 1-1/2" X 1-1/2", FEMALE PRESS X FEMALE THREAD, PRESSURE 200PSI, TEMP RANGE 0 TO 250 DEG F, 1/BX	1	EA	$ 26.37	$ 26.37	$ 26.37
		Vendor Part No._____					

158	4730.102.0013	ADAPTER, BRONZE, 1-1/2" X 1-1/2", FEMALE PRESS X MALE THREAD, PRESSURE 200PSI, TEMP RANGE 0 TO 250 DEG F, 1/BX	5	EA	$ 22.95	$ 22.95	$ 22.95
		Vendor Part No._____					
159	4730.102.0020	ADAPTER, BRONZE, 1" X 1", FEMALE PRESS X FEMALE THREAD, PRESSURE 200PSI, TEMP RANGE 0 TO 250 DEG F, 10/BX	2	EA	$ 8.01	$ 8.01	$ 8.01
		Vendor Part No._____					
160	4730.102.0010	ADAPTER, BRONZE, 1" X 1", FEMALE PRESS X MALE THREAD, PRESSURE 200PSI, TEMP RANGE 0 TO 250 DEG F, 10/BX	13	EA	$ 7.47	$ 7.47	$ 7.47
		Vendor Part No._____					
161	4730.102.0015	ADAPTER, BRONZE, 1" X 3/4", FEMALE PRESS X FEMALE THREAD, PRESSURE 200PSI, TEMP RANGE 0 TO 250 DEG F, 10/BX	1	EA	$ 14.18	$ 14.18	$ 14.18
		Vendor Part No._____					
162	4730.150.0016	ADAPTER, 3/4" X 3/4", BRONZE, FEMALE PRESS X FNPT CONNECTION, 10/BX	4	EA	$ 4.37	$ 4.37	$ 4.37
		Vendor Part No._____					
163	4730.150.0115	ADAPTER, 3/4" X 3/4", BRONZE, FEMALE PRESS X MNPT CONNECTION, 10/BX	7	EA	$ 4.05	$ 4.05	$ 4.05
164	4730.102.0005	ADAPTER, BRONZE, 1" X 3/4", FEMALE PRESS X MALE THREAD, PRESSURE 200PSI, TEMP RANGE 0 TO 250 DEG F, 10/BX	1	EA	$ 11.93	$ 11.93	$ 11.93
		Vendor Part No._____					
165	4730.102.0015	ADAPTER, BRONZE, 1" X 3/4", FEMALE PRESS X FEMALE THREAD, PRESSURE 200PSI, TEMP RANGE 0 TO 250 DEG F, 10/BX	1		$ 14.18	$ 14.18	$ 14.18
		Vendor Part No._____					
		% Discount off listed items (or range) 80 - 90 %					
		% Discount off Additional Parts 80 %					

	City Of Chandler	SECTION 2 COPPER TUBING AND PIPE includes: Ford Water Service & Meter Related Parts, includes all copper and brass fittings valves, tubing and pipe associated with water meters	Estimated 12 month usage	Unit of Measure	2013 Unit Price	2014 Extension 1 Unit Price	2015 Extension 2 Unit Price
	STOCK NUMBER	Description - Copper Tubing & Pipe					
1	4710.080.2000	PIPE, COPPER, K-HARD, 1/2"	8	FT	$ 1.72	$ 1.72	$ 1.72
		Vendor Part No._____					
2	4710.080.3000	PIPE, COPPER, K-HARD, 3/4", 20FT	20	FT	$ 3.47	$ 3.47	$ 3.47
		Vendor Part No._____					
3	4710.080.3200	PIPE, COPPER, K-HARD, 1"	280	FT	$ 4.76	$ 4.76	$ 4.76
		Vendor Part No._____					
4	4710.080.3400	PIPE, COPPER, K-HARD, 1-1/2", 20FT	40	FT	$ 7.36	$ 7.36	$ 7.36
		Vendor Part No._____					
5	4710.080.3800	PIPE, COPPER, K-HARD, 2"	100	FT	$ 11.97	$ 11.97	$ 11.97
		Vendor Part No._____					
6	4710.080.5200	TUBE, COPPER, K-SOFT, 3/4", 100 FT ROLLS	400	FT	$ 4.19	$ 4.19	$ 4.19
		Vendor Part No._____					
7	4710.080.5205	TUBE, COPPER, K-SOFT, 3/8", 50 FT ROLLS	1	RO	$ 43.46	$ 43.46	$ 43.46

		Vendor Part No._____					
8	4710.080.5206	TUBE, COPPER, K-SOFT, 1/2", 50 FT ROLLS	1	RO	$ 58.76	$ 58.76	$ 58.76
		Vendor Part No._____					
9	4710.080.5207	TUBE, COPPER, K-SOFT, 1/4", 50 FT ROLLS	1	RO	$ 33.37	$ 33.37	$ 33.37
		Vendor Part No._____					
10	4710.080.5400	TUBE, COPPER, K-SOFT, 1", 100 FT/ROLLS	800	FT	$ 5.06	$ 5.06	$ 5.06
		Vendor Part No._____					
11	4710.080.5600	TUBE, COPPER, K-SOFT, 1-1/2", 60 FT ROLLS	1	RO	$ 460.00	$ 460.00	$ 460.00
		Vendor Part No._____					
12	4710.085.3830	TUBE, STAINLESS SQUARE, 316, 4"H X 4" W, 3/16" THICKNESS, 20 FT LONG	2	EA	$ 792.00	$ 792.00	$ 792.00
		Vendor Part No._____					
		% Discount off listed items (or range) ___%					
		% Discount off Additional Parts _80_%					

	City Of Chandler	SECTION 3 WATEROUS HYDRANT PARTS includes: HYDRANT Repair/Replacement Parts To Include Extension Kits / Hydrant Grease To Repair Waterous - Note Not All Hydrants Parts Are Listed	Estimated 12 month usage	Unit of Measure	2013 Unit Price	2014 Extension 1 Unit Price	2015 Extension 2 Unit Price
	STOCK NUMBER	DESCRIPTION- WATEROUS					
1	4210.318.8895	WASHER, VALVE, UPPER, WB67-34 WATEROUS	13	EA	$ 30.60	$ 36.00	$ 37.80
		Vendor Part No._____					
2	4210.318.8890	WASHER, VALVE, LOWER, WB67-36 WATEROUS	11	EA	$ 60.35	$ 71.00	$ 74.55
		Vendor Part No._____					
3	4210.318.8715	VALVE, MAIN, RUBBER, WATEROUS HYDRANT #35	27	EA	$ 36.55	$ 43.00	$ 45.15
		Vendor Part No._____					
4	4210.318.8897	WHEEL ASSEMBLY, SUPPORT, WB67-56, WATEROUS	24	EA	$ 141.10	$ 166.00	$ 174.30
		Vendor Part No._____					
5	4210.318.6920	RING, FLANGE LOCK, WB67-64 WATEROUS	26	EA	$ 11.05	$ 13.00	$ 13.65
		Vendor Part No._____					
6	4210.318.7280	SEAT, VALVE, WB67-31 WATEROUS, #31 WITH #3 & #77	26	EA	$ 260.10	$ 306.00	$ 321.30
		Vendor Part No._____					
7	4210.318.7007	ROD ASSY, UPPER, 21", WB67-71-21" WATEROUS	18	EA	$ 109.65	$ 129.00	$ 135.45

		Vendor Part No._____					
8	4210.318.1080	COUPLING, SLEEVE, (BREAK COUPLING), (ISSUED BY THE PAIR), WATEROUS #67	21	EA	$ 19.55	$ 23.00	$ 24.15
		Vendor Part No._____					
9	4210.318.6960	RING, RETAINER, NOZZLE, 4-1/2", WB-67-117, WATEROUS	2	EA	$ 36.55	$ 43.00	$ 45.15
		Vendor Part No._____					
10	4210.318.2480	GASKET, WB67-92 WATEROUS, #92	13	EA	$ 6.80	$ 8.00	$ 8.40
		Vendor Part No._____					
11	4210.318.8896	TUBE, SUPPORT, WB67-85, WATEROUS	11	EA	$ 62.05	$ 73.00	$ 76.65
		Vendor Part No._____					
12	4210.318.1120	CROSS ARM, WB67-30 WATEROUS #30	31	EA	$ 78.20	$ 92.00	$ 96.60
		Vendor Part No._____					
13	4210.318.5830	O-RING, 2-1/2", NOZZLE, SEAL, WB-67-118, WATEROUS	6	EA	$ 5.95	$ 7.00	$ 7.35
		Vendor Part No._____					
14	4210.318.2485	GASKET, SUPPORT, WB67-84 WATEROUS, #84	122	EA	$ 6.80	$ 8.00	$ 8.40
		Vendor Part No._____					
15	4210.318.1120	CROSS ARM, WB67-30 WATEROUS #30	96	EA	$ 78.20	$ 92.00	$ 96.60
		Vendor Part No._____					
16	4210.318.8898	BUSHING, ASSEMBLY, OPERATING NUT, #89, WATEROUS	10	EA	$ 19.55	$ 23.00	$ 24.15
		Vendor Part No._____					

17	4210.318.5540	NUT, OPERATING, LOWER, WB67-17A WATEROUS	22	EA	$ 46.75	$ 55.00	$ 57.75
		Vendor Part No._____					
18	4210.318.0825	CAP, HOSE NOZZLE, WB67-10X2-1/2 WATEROUS: NST, YELLOW, 2-1/2", CI,	12	EA	$ 65.45	$ 77.00	$ 80.85
		Vendor Part No._____					
19	4210.318.5425	NOZZLE, HOSE, 2-1/2", MECHANICAL, WB-67-12 LEADED WATEROUS #12	13	EA	$ 78.20	$ 92.00	$ 96.60
		Vendor Part No._____					
20	4210.318.5830	O-RING, 2-1/2", NOZZLE, SEAL, WB-67-118, WATEROUS	18	EA	$ 5.95	$ 7.00	$ 7.35
		Vendor Part No._____					
21	4210.318.5430	NOZZLE, PUMPER, 4-1/2", WB-67-12 AMLOCK, WATEROUS #12B	2	EA	$ 221.85	$ 261.00	$ 274.05
		Vendor Part No._____					
	City Of Chandler	Extension Kits / Waterous - Note Not All Hydrants Parts Are Listed	Estimated 12 month usage	Unit of Measure	2013 Unit Price	2014 Extension 1 Unit Price	2015 Extension 2 Unit Price
22	4210.319.6000	HYDRANT, EXTENSION KIT, TOP 24" WB-67, WATEROUS	1	EA	$ 572.90	$ 674.00	$ 707.70
		Vendor Part No._____					
23	4210.319.5600	HYDRANT, EXTENSION KIT, TOP, 12", WB-67-12, WATEROUS	1	EA	$ 436.05	$ 513.00	$ 538.65
		Vendor Part No._____					
24	4210.319.5400	HYDRANT, EXTENSION KIT, TOP, 6", WB-67-12, WATEROUS	6	EA	$ 370.60	$ 436.00	$ 457.80
		Vendor Part No._____					
25	4210.319.8000	KIT, TRAF REP WB-67 WATEROUS #K528	4	EA	$ 170.85	$ 201.00	$ 211.05

		Vendor Part No._____					
		% Discount off listed items (or range) ____%					
		% Discount off Additional Parts ____%					

	City Of Chandler	SECTION 4 --CLOW HYDRANTS/PARTS	Estimated 12 month usage	Unit of Measure	2013 Unit Price	2014 Extension 1 Unit Price	2015 Extension 2 Unit Price
	Stock Number	Description					
1	4210.318.0001	HYDRANT, TRAFFIC, DB, 42", CLOW	11	EA	$ 1,440.24	$ 1,440.24	$ 1,512.25
		Vendor Part No._____					
2	4210.318.0002	HYDRANT, TRAFFIC, DB, 48", CLOW	4	EA	$ 1,474.76	$ 1,474.76	$ 1,548.50
		Vendor Part No._____					
3	4210.318.0003	HYDRANT, TRAFFIC, DB, 54", CLOW	20	EA	$ 1,508.74	$ 1,508.74	$ 1,584.18
		Vendor Part No._____					
	City Of Chandler	HYDRANT PARTS - Repair/Replacement Parts To Include Extension Kits / Hydrant Grease To Repair Clow - Note Not All Hydrants Parts Are Listed	Estimated 12 month usage	Unit of Measure	2013 Unit Price	2014 Extension 1 Unit Price	2015 Extension 2 Unit Price
	STOCK NUMBER	DESCRIPTION- CLOW					
3A	4210.315.1030	STEM, UPPER, #M-7, "CLOW MEDALLION HYDRANT	7	EA	$ 105.94	$ 105.94	$ 111.24

		Vendor Part No._____					
4	4210.315.1185	CAP, HOSE NOZZLE, #M-43, "CLOW MEDALLION HYDRANT"	8	EA	$ 47.02	$ 47.02	$ 49.37
		Vendor Part No._____					
5	4210.315.1175	NOZZLE, HOSE, #M-41, "CLOW MEDALLION HYDRANT"	8	EA	$ 74.59	$ 74.59	$ 78.32
		Vendor Part No._____					
6	4210.315.1095	VALVE, MAIN , RUBBER, #M-21, "CLOW MEDALLION HYDRANT"	18	EA	$ 42.70	$ 42.70	$ 44.84
		Vendor Part No._____					
7	4210.315.1085	RING, SEAT, #M-19, "CLOW MEDALLION HYDRANT"	28	EA	$ 251.88	$ 251.88	$ 264.47
		Vendor Part No._____					
8	4210.315.1075	PLATE, VALVE, UPPER, #M-17, "CLOW MEDALLION HYDRANT"	25	EA	$ 139.45	$ 139.45	$ 146.42
		Vendor Part No._____					
9	4210.315.1150	NOZZLE, PUMPER, #M-36, "CLOW MEDALLION HYDRANT"	1	EA	$ 163.77	$ 163.77	$ 171.96
		Vendor Part No._____					
10	4210.315.1045	COUPLING, STEM, SAFETY, #M-10, "CLOW MEDALLION HYDRANT"	21	EA	$ 32.97	$ 32.97	$ 34.62
		Vendor Part No._____					
11	4210.315.1105	VALVE, PLATE, LOWER, #M-24, "CLOW MEDALLION, HYDRANT"	5	EA	$ 111.35	$ 111.35	$ 116.92
		Vendor Part No._____					
12	4210.315.1010	NUT, OPERATING, #M-3, "CLOW MEDALLION HYDRANT"	3	EA	$ 92.42	$ 92.42	$ 97.04
		Vendor Part No._____					
13	4210.315.1110	NUT, THRUST, #M-27, "CLOW MEDALLION HYDRANT"	4	EA	$ 74.05	$ 74.05	$ 77.75

		Vendor Part No._____					
14	4210.315.1155	GASKET, PUMPER, NOZZLE, #M-37, "CLOW MEDALLION HYDRANT"	1	EA	$ 2.16	$ 2.16	$ 2.27
		Vendor Part No._____					
15	4210.315.1130	O-RING, BONNET, #M-32, "CLOW MEDALLION HYDRANT"	12	EA	$ 2.16	$ 2.16	$ 2.27
		Vendor Part No._____					
16	4210.315.1180	GASKET, HOSE, NOZZLE, # M-42, "CLOW MEDALLION HYDRANT"	6	EA	$ 1.09	$ 1.09	$ 1.14
		Vendor Part No._____					
17	4210.315.1210	FLANGE, SAFETY, #M-49, "CLOW MEDALLION HYDRANT"(ISSUED BY THE PAIR)	3	EA	$ 38.92	$ 38.92	$ 40.87
		Vendor Part No._____					
18	4210.315.1140	LOCK, PUMPER, NOZZLE, #M-34, "CLOW MEDALLION HYDRANT"	11	EA	$ 3.25	$ 3.25	$ 3.41
		Vendor Part No._____					
19	4210.315.1005	NUT, OPERATIONG, THRUST BEARING, #M-2, "CLOW MEDALLION HYDRANT"	30	EA	$ 1.09	$ 1.09	$ 1.14
		Vendor Part No._____					
20	4210.315.1165	LOCK, NOZZLE, NOSE, #M-39, "CLOW MEDALLION HYDRANT"	4	EA	$ 3.25	$ 3.25	$ 3.41
		Vendor Part No._____					
21	4210.315.1120	BOLTS & NUTS, BONNET, #M-29, "CLOW MEDALLION HYDRANT"	1	EA	$ 0.54	$ 0.54	$ 0.57
		Vendor Part No._____					
22	4210.315.1195	BOLTS & NUTS, SAFETY FLANGE, # M-46, "CLOW MEDALLION HYDRANT"	1	EA	$ 1.62	$ 1.62	$ 1.70
		Vendor Part No._____					
23	4210.315.1090	O-RING,SEAT RING, LOWER, M-20, "CLOW MEDALLION HYDRANT"	6	EA	$ 4.32	$ 4.32	$ 4.54

		Vendor Part No._____					
24	4210.315.1100	WASHER, LOCK, VALVE PLATE, LOWER, #M-22, "CLOW MEDALLION HYDRANT"	6	EA	$ 1.62	$ 1.62	$ 1.70
		Vendor Part No._____					
25	4210.315.1180	GASKET, HOSE, NOZZLE, # M-42, "CLOW MEDALLION HYDRANT"	44	EA	$ 1.09	$ 1.09	$ 1.14
		Vendor Part No._____					
26	4210.319.6750	HYDRANT, REPAIR KIT, CLOW, # R1620771, M-15 THRU M-24.	20	EA	$ 341.84	$ 341.84	$ 358.93
		Vendor Part No._____					
	City Of Chandler	Extension Kits / Clow - Note Not All Hydrants Parts Are Listed	Estimated 12 month usage	Unit of Measure	2013 Unit Price	2014 Extension 1 Unit Price	2015 Extension 2 Unit Price
27	4210.319.6710	HYDRANT, EXTENSION KIT, CLOW, 12"	5	EA	$ 385.75	$ 385.75	$ 405.04
		Vendor Part No._____					
29	4210.319.6700	HYDRANT, EXTENSION KIT, CLOW, 6"	1	EA	$ 330.34	$ 330.34	$ 346.86
		Vendor Part No._____					
		% Discount off listed items (or range) 30 %					
		% Discount off Additional Parts 10 %					

	City Of Chandler	SECTION 5 – KENNEDY HYDRANT PARTS includes: Hydrant Repair / Replacement Parts To Include Extension Kits / Hydrant Grease To Repair Kennedy - Note Not All Hydrants Parts Are Listed	Estimated 12 month usage	Unit of Measure	2013 Unit Price	2014 Extension 1 Unit Price	2015 Extension 2 Unit Price
	STOCK NUMBER	DESCRIPTION- KENNEDY					
1	4210.316.3105	INSERT, SEAT RING, #K8127, "KENNEDY HYDRANT"	1	EA	$ 112.80	$ 112.80	$ 118.44
		Vendor Part No._____					
2	4210.316.3158	CAP, HOSE NOZZLE, 2-1/2", WITH 1-1/2" PENTAGON OPERATING NUT #K8144, "KENNEDY HYDRANT"	1	EA	$ 69.60	$ 69.60	$ 73.08
		Vendor Part No._____					
3	4210.316.3105	NUT, OPERATING, STEM, #K8102, "KENNEDY HYDRANT"	1	EA	$ 194.40	$ 194.40	$ 204.12
		Vendor Part No._____					
4	4210.316.3130	PLATE, BOTTOM, #K8132, "KENNEDY HYDRANT"	1	EA	$ 82.40	$ 82.40	$ 86.52
		Vendor Part No._____					
5	4120.316.3110	RING, SEAT, #K8128, "KENNEDY HYDRANT"	1	EA	$ 253.60	$ 253.60	$ 266.28
		Vendor Part No._____					
6	4120.316.3150	NOZZLE, STREAMER, #K8142, "KENNEDY HYDRANT"	1	EA	$ 242.40	$ 242.40	$ 254.52
		Vendor Part No._____					
7	4120.316.3166	O-RING, #K8145 FOR STREMER NOZZLE, "KENNEDY HYDRANT"	1	EA	$ 9.60	$ 9.60	$ 10.08
		Vendor Part No._____					
8	4120.316.3015	WASHER, THRUST, #K8106, "KENNEDY HYDRANT"	1	EA	$	$	$

					3.20	3.20	3.36
		Vendor Part No._____					
9	4120.316.3005	NUT, LOCK, STEM, # K8104, "KENNEDY HYDRANT"	1	EA	$ 60.80	$ 60.80	$ 63.84
		Vendor Part No._____					
10	4120.316.3151	NOZZLE, HOSE, #K8140, "KENNEDY HYDRANT"	1	EA	$ 110.40	$ 110.40	$ 115.92
		Vendor Part No._____					
11	4120.316.3125	VALVE, MAIN, #K8131, "KENNEDY HYDRANT"	1	EA	$ 143.20	$ 143.20	$ 150.36
		Vendor Part No._____					
12	4120.316.3155	GASKET, 4 1/2" NOZZLE, CAP, #K8143, "KENNEDY HYDRANT"	1	EA	$ 168.00	$ 168.00	$ 176.40
		Vendor Part No._____					
13	4120.316.3080	PIN, BRIDGE, #K-8121R, "KENNEDY HYDRANT"	1	EA	$ 12.60	$ 12.60	$ 13.23
		Vendor Part No._____					
14	4120.316.3075	O-RING, #K8120, "KENNEDY HYDRANT"	3	EA	$ 17.60	$ 17.60	$ 18.48
		Vendor Part No._____					
15	4120.316.3065	BOLTS & NUTS, #K8118, "KENNEDY HYDRANT"	12	EA	$ 86.40	$ 86.40	$ 90.72
		Vendor Part No._____					
16	4120.316.3025	BOLTS & NUTS, HYDRANT CAP, #K8108, "KENNEDY HYDRANT"	1	EA	$ 8.00	$ 8.00	$ 8.40
		Vendor Part No._____					
17	4210.316.3165	O-RING, #K8145 FOR HOSE NOZZLE, "KENNEDY HYDRANT"	1	EA	$ 4.00	$ 4.00	$ 4.20

		Vendor Part No._____					
18	4210.316.3085	PIN(8), CLEVIS, #K8122R, "KENNEDY HYDRANT"	3	EA	$ 14.40	$ 14.40	$ 15.12
		Vendor Part No._____					
19	4210.316.3175	KIT, COLLISION, REPAIR, #K8149, "KENNEDY HYDRANT"	4	EA	$ 284.80	$ 284.80	$ 299.04
		Vendor Part No._____					
20	4210.314.3050	STEM, UPPER, #K8114, "KENNEDY HYDRANT", (OPEN LEFT)	1	EA	$ 178.40	$ 178.40	$ 187.32
		Vendor Part No._____					
	City Of Chandler	Extension Kits - Kennedy - Note Not All Hydrants Parts Are Listed	Estimated 12 month usage	Unit of Measure	2013 Unit Price	2014 Extension 1 Unit Price	2015 Extension 2 Unit Price
21	4210.319.6500	HYDRANT, EXTENSION KIT, KENNEDY, 6" 5-1/2")	1	EA	$ 629.60	$ 629.60	$ 661.08
		Vendor Part No._____					
22	4210.319.6510	HYDRANT, EXTENSION KIT, KENNEDY, 12", (GUARDIAN 5-1/2")	1	EA	$ 735.20	$ 735.20	$ 771.96
		Vendor Part No._____					
		% Discount off listed itmes (or range) ___%					

	City Of Chandler	SECTION 6 -- MUELLER HYDRANT PARTS includes: Repair / Replacement Parts To Include Extension Kits / Hydrant Grease To Repair Mueller - Note Not All Hydrants Parts Are Listed	Estimated 12 month usage	Unit of Measure	2013 Unit Price	2014 Extension 1 Unit Price	2015 Extension 2 Unit Price
	STOCK NUMBER	DESCRIPTION- MUELLER					
1	4210.314.7596	STEM, UPPER, MUELLER CENTURION, #A-11	2	EA	$ 104.88	$ 104.88	$ 110.12
		Vendor Part No._____					
2	4210.314.5844	O-RING, STEM, MUELLER CENTURION & IMPROVED, A-12/H-93	5	EA	$ 4.66	$ 4.66	$ 4.89
		Vendor Part No._____					
3	4210.314.7024	SEAT RING, A-43 MUELLER	9	EA	$ 164.68	$ 164.68	$ 172.91
		Vendor Part No._____					
4	4210.314.5844	O-RING, STEM, MUELLER CENTURION & IMPROVED, A-12/H-93	5	EA	$ 4.66	$ 4.66	$ 4.89
		Vendor Part No._____					
5	4210.314.5534	NUT, OPERATION, MUELLER CENTURION & IMPROVED, A-1/H-51	13	EA	$ 118.40	$ 118.40	$ 124.32
		Vendor Part No._____					
6	4210.314.6194	PLATE, UPPER VALVE, A-36 MUELLER	8	EA	$ 113.63	$ 113.63	$ 119.31
		Vendor Part No._____					
7	4210.314.1074	COUPLING, STEM, SAFETY, MUELLER CENTURION, A-25	11	EA	$ 44.92	$ 44.92	$ 47.17
		Vendor Part No._____					

8	4210.314.2444	GASKET, HOSE NOZZLE, MUELLER CENTURION & IMPROVED, A-19/H-72	46	EA	$ 2.56	$ 2.56	$ 2.69
		Vendor Part No._____					
9	4210.314.5834	O-RING, PUMPER NOZZLE, MUELLER CENTURION, A-16	2	EA	$ 4.66	$ 4.66	$ 4.89
		Vendor Part No._____					
10	4210.314.5784	O-RING, BOTTOM SEAT, A-44 MUELLER	3	EA	$ 4.66	$ 4.66	$ 4.89
		Vendor Part No._____					
11	4210.314.2164	FLANGE, SAFETY, MUELLER CENTURION, A-28, (ISSUED BY THE PAIR)	2	EA	$ 49.82	$ 49.82	$ 52.31
		Vendor Part No._____					
12	4210.314.5526	NUT, HOLD DOWN, MUELLER IMPROVED, H-53	11	EA	$ 37.62	$ 37.62	$ 39.50
		Vendor Part No._____					
13	4210.314.4924	VALVE, MAIN, RUBBER, A-45 MUELLER 5.25" (1975-1996)	10	EA	$ 92.72	$ 92.72	$ 97.36
		Vendor Part No._____					
14	4210.314.0824	CAP, HOSE NOZZLE, WITH 1-1/2" PENTAGON OPERATING NUT, A-21 MUELLER CENTURION: NST, YELLOW, 2-1/2", CI	6	EA	$ 44.19	$ 44.19	$ 46.40
		Vendor Part No._____					
15	4210.314.5429	NOZZLE, HOSE, MUELLER CENTURION, A-18, "LEFT-HAND THREAD"	4	EA	$ 42.74	$ 42.74	$ 44.88
		Vendor Part No._____					
16	4210.314.5424	NOZZLE, PUMPER, MUELLER CENTURION, A-14	1	EA	$ 137.39	$ 137.39	$ 144.26
		Vendor Part No._____					
17	4210.314.6196	PLUG, OIL FILLER, MUELLER CENT & IMPROVED, A-7 & H-98	104	EA	$ 2.43	$ 2.43	$ 2.55

	City Of Chandler	Extension Kits - Mueller - Note Not All Hydrants Parts Are Listed	Estimated 12 month usage	Unit of Measure	2013 Unit Price	2014 Extension 1 Unit Price	2015 Extension Unit Price
18	4210.319.6815	HYDRANT, EXTENSION KIT, MUELLER, #A-320, 12"	1	EA	$ 380.57	$ 380.57	$ 399.60
		Vendor Part No._____					
19	4210.319.6800	HYDRANT, EXTENSION KIT, 6", MUELLER, #A-320-006	1	EA	$ 325.94	$ 325.94	$ 342.24
		Vendor Part No._____					
		% Discount off listed items (or range) 20 %					

	City Of Chandler	SECTION 8 -- DUCTILE PIPE includes: Water Main Repair/Replacement Parts (4"-24") Includes All Items Needed To Repair Water Mains	Estimated 12 month usage	Unit of Measure	2013 Unit Price	2014 Extension 1 Unit Price	2015 Extension Unit Price
	STOCK NUMBER	Description- DIP SLEEVES/CAP/PLUG/ELBOWS/TEES					
1	4730.760.0010	SLEEVE, SOLID, MJ x MJ, 6"	1	EA	$ 38.90	$ 60.30	$ 63.32
		Vendor Part No._____					
2	4730.760.0015	SLEEVE, SOLID, MJ, 8"	1	EA	$ 63.40	$ 98.27	$ 103.18
		Vendor Part No._____					
3	4730.760.0025	SLEEVE, SOLID, MJ, 12"	1	EA	$ 100.58	$ 155.90	$ 163.70
		Vendor Part No._____					
4	4730.164.2900	CAP, WATER PIPE, CAST-IRON, MJ, SOLID, 12", WITHOUT ACCESSORIES	1	EA	$ 54.93	$ 85.14	$ 89.40
		Vendor Part No._____					
5	4730.165.3200	PLUG, CAST-IRON, MJ SOLID, 12"	1	EA	$ 0.01	$ 0.02	$ 0.02
		Vendor Part No._____					
6	4730.167.0620	ELBOW, CAST-IRON, 90 DEG 6", MJ X PLAIN END, W/O ACCESSORIES	1	EA	$ 0.01	$ 0.02	$ 0.02
		Vendor Part No._____					
7	4730.167.0650	ELBOW, CAST-IRON, MJ 90 DEG. X 6", W/O ACCESSORIES	1	EA	$ 43.85	$ 67.97	$ 71.37
		Vendor Part No._____					
8	4730.167.0600	ELBOW, CAST-IRON, MJ 45 DEG. X 6", W/O ACCESSORIES	1	EA	$	$	$

					34.97	54.20	56.91
		Vendor Part No._____					
9	4730.167.0610	ELBOW, CAST-IRON, MJ 45 DEG. X 8", W/O ACCESSORIES	1	EA	$ 51.57	$ 79.93	$ 83.93
		Vendor Part No._____					
10	4730.167.0655	ELBOW, CAST-IRON, MJ 90 DEG. X 8", W/O ACCESSORIES	1	EA	$ 61.67	$ 95.59	$ 100.37
		Vendor Part No._____					
11	4730.140.0010	TEE, DUCTILE, MJ, 6" X 6" X 6"	1	EA	$ 66.31	$ 102.78	$ 107.92
		Vendor Part No._____					
12	4730.140.0015	TEE, DUCTILE, MJ, 8" X 8" X 8"	1	EA	$ 93.84	$ 145.45	$ 152.72
		Vendor Part No._____					
13	4730.140.0020	TEE, DUCTILE, MJ, 10" X 10" X 10"	1	EA	$ 0.01	$ 0.02	$ 0.02
		Vendor Part No._____					
14	4730.140.0025	TEE, DUCTILE, MJ, 12" X 12" X 12"	1	EA	$ 215.23	$ 333.61	$ 350.29
		Vendor Part No._____					
		% Discount off listed items (or range) 75-90 %					

	City Of Chandler	SECTION 9 -- GATE VALVES Water Main Repair/Replacement Parts (4"-24") Includes All Items Needed To Repair Water Mains	Estimated 12 month usage	Unit of Measure	2013 Unit Price	2014 Extension 1 Unit Price	2015 Extension 2 Unit Price
	STOCK NUMBER	Description - Gate Valves					
1	4820.535.3000	VALVE, GATE, MJ, 10", IB, RESILIENT SEAL, W/O ACCESSORIES	1	EA	$ 0.01	$ 0.01	$ 0.01
		Vendor Part No._____					
2	4820.533.1800	VALVE, GATE, FLANGE X FLANGE, 6", IB, RESILIENT SEAL, W/O ACCESSORIES	1	EA	$ 524.81	$ 524.81	$ 551.05
		Vendor Part No._____					
3	4820.533.1905	VALVE, GATE, FLANGE X M J, 8", IB, RESILIENT SEAL, W/O ACCESSORIES, CLOW	1	EA	$ 789.73	$ 789.73	$ 829.22
		Vendor Part No._____					
4	4820.534.1800	VALVE, GATE, FLANGE X MJ, 6", IB, RESILIENT SEAL, W/O ACCESSORIES, CLOW	5	EA	$ 505.38	$ 505.38	$ 530.65
		Vendor Part No._____					
5	4820.535.1200	VALVE, GATE, MJ, 4", IB, RESILIENT SEAL, W/O ACCESSORIES	1	EA	$ 396.23	$ 396.23	$ 416.04
		Vendor Part No._____				$ -	
6	4820.535.1900	VALVE, GATE, MJ X MJ, 6", IB RESILIENT W/O ACCESSORIES, CLOW	8	EA	$ 505.38	$ 505.38	$ 530.65
		Vendor Part No._____					
7	4820.535.2400	VALVE, GATE, MJ X MJ, 8", IB, RESILIENT SEAL, W/O ACCESSORIES	4	EA	$ 804.90	$ 804.90	$ 845.15

		Vendor Part No._____				$ -	
8	4820.535.3600	VALVE, GATE, MJ, 12", IB, RESILIENT SEAL, W/O ACCESSORIES	3	EA	$ 1,588.02	$ 1,588.02	$ 1,667.42
		Vendor Part No._____					
9	4820.535.3700	VALVE, GATE, MJ, 16", IB, RESILIENT SEAL, W/O ACCESSORIES	1	EA	$ 4,275.00	$ 4,275.00	$ 4,488.75
		Vendor Part No._____					
10	4820.535.3900	VALVE, GATE, MJ, 24", IB, RESILIENT SEAL, W/O ACCESSORIES	1	EA	$ 0.01	$ 0.01	$ 0.01
		Vendor Part No._____					
		Nut & Bolt Kits					
11	4730.169.1301	KIT, BOLT,NUT & GASKET, 3" FLANGE, (3/4X3-1/4 CD PLATED BOLTS & NUTS)	10	EA	$ 5.13	$ 5.13	$ 5.39
		Vendor Part No._____					
12	4730.169.1303	KIT, BOLT,NUT & GASKET, 4" FLANGE,(3/4X3-1/4 CD PLATED BOLTS & NUTS)	17	EA	$ 8.96	$ 8.96	$ 9.41
		Vendor Part No._____					
13	4730.169.1306	KIT, BOLT, NUT & GASKET, 6" FLANGE, (3/4X3-1/4 CD PLATED BOLTS & NUTS)	6	EA	$ 13.42	$ 13.42	$ 14.09
		Vendor Part No._____					
14	4730.169.1308	KIT, BOLT,NUT & RUBBER GASKET, 8" FLANGE, (3/4X3-1/4 CD PLATED BOLTS & NUTS)	8	EA	$ 14.92	$ 14.92	$ 15.67
		Vendor Part No._____					
		% Discount off listed items (or range) 70 - 90 %					

	City Of Chandler	SECTION 10 -- HYMAX AND FLEX COUPLINGS for: Water Main Repair/Replacement Parts (4"-24")Includes All Items Needed To Repair Water Mains	Estimated 12 month usage	Unit of Measure	2013 Unit Price	2014 Extension 1 Unit Price	2015 Extension 2 Unit Price
	STOCK NUMBER	Description - Coupling's					
1	4730.700.6010	COUPLING, HYMAX, 4", 4.25-5.00 LR, 4.92-5.63 HR, #2000-0563-260	1	EA	$ 150.80	$ 150.80	$ 158.34
		Vendor Part No._____					
2	4730.701.9005	COUPLING, HYMAX, 6", 6.42-7.05 LR, 7.01-7.68 HR, #2000-0768-260	24	EA	$ 199.71	$ 199.71	$ 209.70
		Vendor Part No._____					
3	4730.701.9010	COUPLING, HYMAX, 8", 8.54-9.17 LR, 9.13-9.84 HR, #2000-0984-260	13	EA	$ 226.63	$ 226.63	$ 237.96
		Vendor Part No._____					
4	4730.701.9040	COUPLING, HYMAX, 10", 10.70-11.37 LR, 11.33-12.00 HR, #2000-1200-260	6	EA	$ 252.23	$ 252.23	$ 264.84
		Vendor Part No._____					
5	4730.701.9035	COUPLING, HYMAX, 12.40 -13.03 LR, 12.99-13.66 HR, #2000-1366-260	6	EA	$ 417.78	$ 417.78	$ 438.67
		Vendor Part No._____					
6	4730.701.9050	COUPLING, HYMAX, 16", 501-18. 97 X 18. 97 X 14, O.D 18.45-18.97	1	EA	$ 919.69	$ 919.69	$ 965.67
		Vendor Part No._____					
7	4730.701.9065	COUPLING, FLEX, TRANSITION, DUCTILE PIPE, 24", 25.80 X 26.32	1	EA	$ 1,081.92	$ 1,081.92	$ 1,136.02
		Vendor Part No._____					
		% Discount off listed items (or range) 70 - 90 %					

	City Of Chandler	SECTION 11 -- SADDLES for: Water Main Repair/Replacement Parts (4"-24")Includes All Items Needed To Repair Water Mains	Estimated 12 month usage	Unit of Measure	2013 Unit Price	2014 Extension 1 Unit Price	2015 Extension 2 Unit Price
	STOCK NUMBER	Description - Saddles					
1	4730.721.3615	SADDLE, BRASS, SINGLE STRAP, 6 X 3/4, IP, O.D. 6.625, FOR STANDARD PIPE PCV, FORD PART # S91-603, BR1B	5	EA	$ 35.96	$ 35.96	$ 35.96
		Vendor Part No._____					
2	4730.721.3915	SADDLE, BRASS, SINGLE STRAP, 6 X 1, IP, O.D. 6.625, FOR STANDARD PIPE PVC, FORD PART # S71-604	9	EA	$ 35.96	$ 35.96	$ 35.96
		Vendor Part No._____					
3	4730.720.1400	SADDLE, BRASS, DOUBLE STRAP, 6 X 1-1/2 IP	1	EA	$ 87.28	$ 87.28	$ 87.28
		Vendor Part No._____					
4	4730.720.1300	SADDLE, BRASS, DOUBLE STRAP, 6 X 1 IP, BR2B	13	EA	$ 76.33	$ 76.33	$ 76.33
		Vendor Part No._____					
5	4730.720.1200	SADDLE, BRASS, DOUBLE STRAP, 6 X 3/4 IP, BR2B	12	EA	$ 76.33	$ 76.33	$ 76.33
		Vendor Part No._____					
6	4730.720.1100	SADDLE, BRASS, DOUBLE STRAP, 6 X 3/4 CC, #BR2B	8	EA	$ 76.33	$ 76.33	$ 76.33
		Vendor Part No._____					
7	4730.720.1500	SADDLE, BRASS, DOUBLE STRAP, 6 X 2 IP, FORD # 202B-7.50	8	EA	$ 95.95	$ 95.95	$ 95.95
		Vendor Part No._____					

8	4730.720.1800	SADDLE, BRASS, DOUBLE STRAP, 8 X 1 IP, 9.63, 202B-9.62XIP4	4	EA	$ 94.51	$ 94.51	$ 94.51
		Vendor Part No._____					
9	4730.720.1610	SADDLE, BRASS, DOUBLE STRAP, 8 X 3/4 IP, 9.05 - 9.62 OD., FORD # 202B-962-TAP	4	EA	$ 94.51	$ 94.51	$ 94.51
		Vendor Part No._____					
10	4730.720.1700	SADDLE, BRASS, DOUBLE STRAP, 8 X 1 CC, 9.63	3	EA	$ 94.51	$ 94.51	$ 94.51
		Vendor Part No._____					
11	4730.720.7400	SADDLE, BRASS, SINGLE STRAP, 8 X 1 IP, FOR PVC, # S71.804	3	EA	$ 94.51	$ 94.51	$ 94.51
		Vendor Part No._____					
12	4730.721.2505	SADDLE, BRASS, SINGLE STRAP, 4 X 1, IP, O.D. 4.50, FOR STANDRAD PIPE PCV, FORD PART # S71-404	1	EA	$ 35.74	$ 35.74	$ 35.74
		Vendor Part No._____					
13	4730.721.2305	SADDLE, BRASS, SINGLE STRAP, 4 X 3/4, IP, O.D. 4, BR1B, FOR STANDARD PIPE PVC	11	EA	$ 35.74	$ 35.74	$ 35.74
		Vendor Part No._____					
	City Of Chandler	Water Main Repair/Replacement Parts (4"-24")Includes All Items Needed To Repair Water Mains (Section4 of 7)	Estimated 12 month usage	Unit of Measure	2013 Unit Price	2014 Extension 1 Unit Price	2015 Extension 2 Unit Price
14	4730.721.3900	SADDLE, BRASS, SINGLE STRAP, 6 X 1 IP, FOR PVC	1	EA	$ 35.96	$ 35.96	$ 35.96
		Vendor Part No._____					
15	4730.721.3610	SADDLE, BRASS, SINGLE STRAP, 6 X 3/4, O.D. 6.80 IP FOR C900 PVC PIPE	1	EA	$ 35.96	$ 35.96	$ 35.96
		Vendor Part No._____					
16	4730.720.1810	SADDLE, BRASS, DOUBLE STRAP, 8 X 1-1/2 IP	3	EA	$ 99.47	$ 99.47	$ 99.47

		Vendor Part No._____					
17	4730.720.2400	SADDLE, BRASS, DOUBLE STRAP, 10" X 2", IP, 202B-12.12X IP7, AC PIPE	2	EA	$ 138.14	$ 138.14	$ 138.14
		Vendor Part No._____					
18	4730.720.1900	SADDLE, BRASS, DOUBLE STRAP, 8 X 2 IP, 9.05 -9.62 OD, #202b	1	EA	$ 108.43	$ 108.43	$ 108.43
		Vendor Part No._____					
19	4730.720.3200	SADDLE, BRASS, DOUBLE STRAP, 12 X 2 IP, 202B-14.38 X IP7	3	EA	$ 157.40	$ 157.40	$ 157.40
		Vendor Part No._____					
20	4730.720.2800	SADDLE, BRASS, DOUBLE STRAP, 12 X 1 IP, BR2B	4	EA	$ 137.05	$ 137.05	$ 137.05
		Vendor Part No._____					
21	4730.720.2510	SADDLE, BRASS, DOUBLE STRAP, 12 X 3/4 IP, 202B-14.38XIP3	1	EA	$ 137.05	$ 137.05	$ 137.05
		Vendor Part No._____					
22	4730.720.7100	SADDLE, BRASS, SINGLE STRAP, 8 X 3/4 IP	1	EA	$ 55.42	$ 55.42	$ 55.42
		Vendor Part No._____					
23	4730.720.4200	SADDLE, BRASS,DOUBLE STRAP,16X2 IP,202B-19.25XIP7 FOR AC PIPE	1	EA	$ 407.52	$ 407.52	$ 407.52
		Vendor Part No._____					
		% Discount off listed items (or range) 80 - 90 %					

	City Of Chandler	SECTION 12 -- CLAMPS for: Water Main Repair/Replacement Parts (4"-24") Includes All Items Needed To Repair Water Mains Note: Not All Clamps Are Listed	Estimated 12 month usage	Unit of Measure	2013 Unit Price	2014 Extension 1 Unit Price	2015 Extension 2 Unit Price
	STOCK NUMBER	Description - Repair Clamps					
		CLAMPS WITH 1"TAP					
1	4730.697.5000	CLAMP, REP, FULL CIRCLE, 6" X 12.5", 7.05-7.45 OD., WITH 1" TAP	3	EA	$ 98.98	$ 108.88	$ 108.88
		Vendor Part No._____					
2	4730.697.5005	CLAMP, REP, FULL CIRCLE, 8" X 12.5", 8.99 - 9.79 OD., WITH 1" TAP	1	EA	$ 113.68	$ 125.05	$ 125.05
		Vendor Part No._____					
3	4730.697.5015	CLAMP, REP, FULL CIRCLE, 12" X 15", 14.00-14.45 OD. , WITH 1" TAP	1	EA	$ 180.32	$ 198.35	$ 198.35
		Vendor Part No._____					
4	4730.697.5016	CLAMP, REP, FULL CIRCLE, 4" X 7.5", 4.45-4.73 OD., CR1 475, WITH 1" TAP	1	EA	$ 59.78	$ 65.76	$ 65.76
		Vendor Part No._____					
5	4730.697.5017	CLAMP, REP, FULL CIRCLE, 4" X 12.5", 4.74-5.14 OD., CR1 515	1	EA	$ 87.22	$ 95.94	$ 95.94
		Vendor Part No._____					
6	4730.697.5019	CLAMP, REP, FULL CIRCLE, 6" X 12.5", 6.84-7.24 OD., CR1 724, WITH 1" TAP	1	EA	$ 98.00	$ 107.80	$ 107.80
		Vendor Part No._____					
7	4730.697.5020	CLAMP, REP, FULL CIRCLE, 8" X 12.5", 8.99-9.39 OD., CR1 940, WITH 1" TAP	1	EA	$ 113.68	$ 125.05	$ 125.05
		Vendor Part No._____					

8	4730.697.5023	CLAMP, REP, FULL CIRCLE, 12" X 12.5", 13.1-13.5 OD., CR1 1350, WITH 1" TAP	1	EA	$ 148.96	$ 163.86	$ 163.86
		Vendor Part No._____					
		4" Note: Not All Clamps Are Listed					
9	4730.651.4001	CLAMP, REP, SS, SL, 4 X 7, 4.75-5.15, 401-7-515: F1-514-7.5	1	EA	$ 41.16	$ 45.28	$ 45.28
		Vendor Part No._____					
10	4730.651.6000	CLAMP, REP, SS, SL, 4 X 12, 4.74-5.14, FS1-514X12.5	1	EA	$ 67.62	$ 74.38	$ 74.38
		Vendor Part No._____					
		6" Note: Not All Clamps Are Listed					
11	4730.655.3000	CLAMP, REP, SS, SL, 6 X 12, 7.05-7.45, SS BOLTS & NUTS, FS1-745-12.5	6	EA	$ 79.38	$ 87.32	$ 87.32
		Vendor Part No._____					
12	4730.655.4000	CLAMP, REP, SS, SL, 6 X 15, 7.05-7.45, FS1-745	5	EA	$ 92.12	$ 101.33	$ 101.33
		Vendor Part No._____					
13	4730.654.6006	CLAMP, REP, SS, SL, 6 X 12, 6.84-7.24, F1-724-12.5	4	EA	$ 78.40	$ 86.24	$ 86.24
		Vendor Part No._____					
14	4730.654.4006	CLAMP, REP, SS, SL, 6 X 12, 6.56-6.96, FS1-696-12.5	1	EA	$ 74.48	$ 81.93	$ 81.93
		Vendor Part No._____					
15	4730.655.8001	CLAMP, REP, FSI, SS, 6 X 20, 7.05-7.45	3	EA	$ 134.26	$ 147.69	$ 147.69
		Vendor Part No._____					

		8" Note: Not All Clamps Are Listed					
16	4730.697.5006	CLAMP, REP, FULL CIRCLE, 8" X 12.5", 8.99 - 9.79 OD., PART# F2.949.12	2	EA	$ 93.10	$ 102.41	$ 102.41
		Vendor Part No._____					
17	4730.656.6001	CLAMP, REP, SS, SL, 8" X 10", 8.54-8.94, FS1-894-10	3	EA	$ 76.54	$ 84.19	$ 84.19
		Vendor Part No._____					
18	4730.657.0003	CLAMP, REP, SS, SL, 8 X 12.5,8.99-9.39, F1-939-12.5	4	EA	$ 93.10	$ 102.41	$ 102.41
		Vendor Part No._____					
19	4730.657.2001	CLAMP, REP, SS, SL, 8 X 15, 8.99-9.39, 401-15-939/FS1	4	EA	$ 111.72	$ 122.89	$ 122.89
		Vendor Part No._____					
20	4730.657.6001	CLAMP, REP, SS, SL, 8 X 25, 8.99-9.39, SS NUTS & BOLTS,FS1-939X24	3	EA	$ 185.22	$ 203.74	$ 203.74
		Vendor Part No._____					
		10" Note: Not All Clamps Are Listed					
21	4730.658.4001	CLAMP, REP, SS, SL, 10 X 12, 10.64-11.04, FS1-1104-12.5	1	EA	$ 107.80	$ 118.58	$ 118.58
		Vendor Part No._____					
22	4730.658.5004	CLAMP, REP SS, SL, 10 X 12, 11.10-11.44, FS1-1144-12.5	3	EA	$ 110.74	$ 121.81	$ 121.81
		Vendor Part No._____					
23	4730.658.6004	CLAMP, REP, SS, SL, 10 X 20, 11.10-11.44, F1S-1144-20, #FS1	3	EA	$ 186.20	$ 204.82	$ 204.82
		Vendor Part No._____					
24	4730.659.0001	CLAMP, REP, SS, SL, 10 X 25, 11.01-11.44	1	EA	$	$	$

					208.74	229.61	229.61
		Vendor Part No._____					
		12" Note: Not All Clamps Are Listed					
25	4730.660.8010	CLAMP, REP, SS, SL, 12 X 15, 14.00-14.40,SS BOLTS&NUTS,FS1-1440-15	2	EA	$ 168.56	$ 185.42	$ 185.42
		Vendor Part No._____					
26	4730.660.8005	CLAMP, REP, SS, SL, 12 X 12-1/2, 14.00-14.40, FS1-1440-12.5	1	EA	$ 134.26	$ 147.69	$ 147.69
		Vendor Part No._____					
27	4730.662.1001	CLAMP, REP, SS, SL, 12 X 15, 14.00-14.80 SS	1	EA	$ 225.40	$ 247.94	$ 247.94
		Vendor Part No._____					
28	4730.661.3002	CLAMP, REP, SS, SL, 12 X 24, 14.00-14.40, #CR1 1440	1	EA	$ 265.58	$ 292.14	$ 292.14
		Vendor Part No._____					
29	4730.660.4001	CLAMP, REP, SS, SL, 12 X 25, 13.10-13.50	1	EA	$ 247.94	$ 272.73	$ 272.73
		Vendor Part No._____					
		16" Note: Not All Clamps Are Listed					
30	4730.649.7005	CLAMP, REP, SS, DL, 16 X 7.5, 17.40-17.80	1	EA	$ 232.26	$ 255.49	$ 255.49
		Vendor Part No._____					
31	4730.650.0006	CLAMP, REP, SS, DL, 16 X 20, 18.46-19.21	1	EA	$ 240.10	$ 264.11	$ 264.11
		Vendor Part No._____					
32	4730.647.4050	CLAMP, REP, SS, TL, 20 X 15, 21.60-22.80O.D. , FS3-2280-15	1	EA	$	$	$

					502.74	553.01	553.01
		Vendor Part No._____					
33	4730.662.2002	CLAMP, REP, SS, SL, 24 X 20, SS BOLTS&NUTS, F73-2700.20	1	EA	$ 1,070.16	$ 1,177.18	$ 1,177.18
		Vendor Part No._____					
		% Discount off listed items (or range) 70 - 90 %					

	City Of Chandler	SECTION 13 -- MJ KITS for: Water Main Repair/Replacement Parts (4"-24") Includes All Items Needed To Repair Water Mains	Estimated 12 month usage	Unit of Measure	2013 Unit Price	2014 Extension 1 Unit Price	2015 Extension 2 Unit Price
	STOCK NUMBER	Description - KIT, ACCESSORY, MJ, W/FOLLOWER AND MEGA LUGS					
		MJ KITS					
1	4730.169.1250	KIT, ACCESSORY, MJ, W/FOLLOWER, 6", STD GLAND, TRAN GASKET	2	EA	$ 16.65	$ 16.65	$ 17.48
		Vendor Part No._____					
2	4730.169.0400	KIT, ACCESSORY, MJ, W/FOLLOWER, 4", STD GLAND, STD GASKET	2	EA	$ 10.13	$ 10.13	$ 10.64
		Vendor Part No._____					
3	4730.169.0600	KIT, ACCESSORY, MJ, W/FOLLOWER, 6", STD GLAND, STD GASKET	53	EA	$ 13.50	$ 13.50	$ 14.18
		Vendor Part No._____					
4	4730.169.1200	KIT, ACCESSORY, MJ, W/FOLLOWER, 12", STD GLAND, STD GASKET	28	EA	$ 23.18	$ 23.18	$ 24.34
		Vendor Part No._____					
5	4730.169.1000	KIT, ACCESSORY, MJ, W/FOLLOWER, 10", STD GLAND, STD GASKET	4	EA	$ 22.28	$ 22.28	$ 23.39
		Vendor Part No._____					
6	4730.169.0800	KIT, ACCESSORY, MJ, W/FOLLOWER, 8", STD GLAND, STD GASKET	25	EA	$ 15.30	$ 15.30	$ 16.07
		Vendor Part No._____					
7	4730.169.1250	KIT, ACCESSORY, MJ, W/FOLLOWER, 16", STD GLAND, STD GASKET	1	EA	$ 37.80	$ 37.80	$ 39.69
		Vendor Part No._____					

		MEGA LUGS					
8	4730.703.0300	MEGA LUG THRUST RESTRAINT, MJ, DIP, 6"	35	EA	$ 20.70	$ 20.70	$ 21.74
		Vendor Part No._____					
9	4730.703.0350	MEGA LUG THRUST RESTRAINT, MJ, DIP, 8"	16	EA	$ 31.50	$ 31.50	$ 33.08
		Vendor Part No._____					
10	4730.703.0400	MEGA LUG THRUST RESTRAINT, MJ, DIP, 10"	6	EA	$ 41.40	$ 41.40	$ 43.47
		Vendor Part No._____					
11	4730.703.0450	MEGA LUG THRUST RESTRAINT, MJ, DIP, 12"	20	EA	$ 67.50	$ 67.50	$ 70.88
		Vendor Part No._____					
		MEGA LUGS PVC					
12	4730.705.4506	MEGA LUG THRUST RESTRAINT, 6", C900 & IPS, RED	5	EA	$ 26.10	$ 26.10	$ 27.41
		Vendor Part No._____					
13	4730.705.4508	MEGA LUG THRUST RESTRAINT, 8", C900 & IPS, RED	5	EA	$ 38.70	$ 38.70	$ 40.64
		Vendor Part No._____					
14	4730.705.4510	MEGA LUG THRUST RESTRAINT, 10", C900 & IPS, RED	5	EA	$ 72.90	$ 72.90	$ 76.55
		Vendor Part No._____					
15	4730.705.4512	MEGA LUG THRUST RESTRAINT, 12", C900 & IPS, RED	5	EA	$ 76.50	$ 76.50	$ 80.33
		Vendor Part No._____					
16	4730.705.4516	MEGA LUG THRUST RESTRAINT, 16", F/C900, RED	5	EA	$ 164.70	$ 164.70	$ 172.94

		Vendor Part No._____					
		% Discount off listed items (or range) _70 - 90_%					

	City Of Chandler	SECTION 15 -- VALVE TOP & BOTTOM RISER EXTENSIONS for: Water Main Repair/Replacement Parts (4"-24") Includes All Items Needed To Repair Water Mains	Estimated 12 month usage	Unit of Measure	2013 Unit Price	2014 Extension 1 Unit Price	2015 Extension 2 Unit Price
	STOCK NUMBER	Description- DIP-VALVE BOX TOP & BOTTOMS/VALVE BOX RISERS/VALVE BOX RECLAIMED TOP & BOTTOM					
1	4730.179.2500	VALVE BOX, TOP, 16", SERIES 6855 ITEM 562A-T16 STAR, "SLIP STYLE"	35	EA	$ 20.24	$ 22.26	$ 23.37
		Vendor Part No._____					
2	4730.179.2700	VALVE BOX, TOP, 26", 26T, STAR, "SLIP STYLE", HEAVY DUTY	39	EA	$ 20.24	$ 22.26	$ 23.37
		Vendor Part No._____					
3	4730.179.1000	VALVE BOX, BOTTOM, 24", VBB562A STAR HEAVY DUTY	10	EA	$ 20.24	$ 22.26	$ 23.37
		Vendor Part No._____					
4	4730.179.1500	VALVE BOX, BOTTOM, 36", SIGMA	18	EA	$ 27.60	$ 30.36	$ 31.88
		Vendor Part No._____					
5	4730.179.3020	VALVE BOX, RISER, 2"	205	EA	$ 13.80	$ 15.18	$ 15.94
		Vendor Part No._____					
6	4730.179.3010	VALVE BOX, RISER, 3"	48	EA	$ 14.72	$ 16.19	$ 17.00
		Vendor Part No._____					
7	4730.179.3000	VALVE BOX, RISER, 4"	36	EA	$ 17.48	$ 19.23	$ 20.19
		Vendor Part No._____					

8	4730.179.2400	VALVE BOX, TOP, RECLAIMED WATER, SQUARE TOP-ROUND BOTTOM	3	EA	$ 101.20	$ 111.32	$ 116.89
		Vendor Part No._____					
9	4730.179.4002	EXTENSION, VALVE STEM, 2', # 59VSEO2M	2	EA	$ 99.36	$ 109.30	$ 114.77
		Vendor Part No._____					
10	4730.179.4003	EXTENSION, VALVE STEM, 3', # 59VSEO3M	6	EA	$ 99.36	$ 109.30	$ 114.77
		Vendor Part No._____					
11	4730.179.4004	EXTENSION, VALVE STEM, 4', # 59VSEO4M	2	EA	$ 110.40	$ 121.44	$ 127.51
		Vendor Part No._____					
		% Discount off for listed items (or range) 70 - 90 %					

LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
HD SUPPLY WATERWORKS GROUP, INC. D.B.A HD SUPPLY WATERWORKS, LTD

EXHIBIT B

Water Works Supplies Agreement – Pricing Sheets

Exhibit B

	City Of Chandler	SECTION 1: COPPER, BRASS AND PRO PRESS PARTS Includes: Ford Water Service & Meter Related Parts, includes all copper and brass fittings valves, tubing and pipe associated with water meters	Estimated 12 month usage	Unit of Measure	2013 Unit Price	2014 Extension 1 Unit Price	2015 Extension 2 Unit Price
	STOCK NUMBER	Description - Lead Free Brass					
1	4820.108.0141	VALVE, BALL, BRASS, THREADED, 1/4"	2	EA	$ 5.13	$ 5.13	$ 5.13
		Vendor Part No._____					
2	4820.108.0180	VALVE, BALL, BRASS, 3/8", FBV-3	1	EA	$ 5.37	$ 5.37	$ 5.37
		Vendor Part No._____					
3	4820.108.1000	VALVE, BALL, BLACK DN 123, PU WITH STEEL CORE, FOR ABEL PUMP #EM-100, IDENT-NUMBER 40325	2	EA	$ 461.70	$ 461.70	$ 461.70
		Vendor Part No._____					
4	4510.007.3015	VALVE, BALL, THREADED, 1/2" WATTS	4	EA	$ 6.53	$ 6.53	$ 6.53
		Vendor Part No._____					
5	4510.007.3020	VALVE, BALL, THREADED, 3/4 IPS, "DOMESTIC"	3	EA	$ 10.94	$ 10.94	$ 10.94
		Vendor Part No._____					
6	5310.022.5641	CAP, BRASS, THREADED, 2", FNPT	1	EA	$ 17.03	$ 17.03	$ 17.03
		Vendor Part No._____					
7	4730.096.8921	NIPPLE, BRASS, 2 X 6, MNPT	5	EA	$ 18.00	$ 18.00	$ 18.00

		Vendor Part No._____					
8	4820.108.0165	VALVE, BALL, BRASS, FMNPT, 2", FBV-4	13	EA	$ 52.92	$ 52.92	$ 52.92
		Vendor Part No._____					
9	4730.112.6075	ELBOW, BRASS, 1 1/2", 90	1	EA	$ 13.95	$ 13.95	$ 13.95
		Vendor Part No._____					
10	4730.112.6090	ELBOW, BRASS, 2", 90	5	EA	$ 23.40	$ 23.40	$ 23.40
		Vendor Part No._____					
11	4730.122.0307	REDUCER, BUSHING, BRASS, 3/4" X 1/4"	4	EA	$ 3.11	$ 3.11	$ 3.11
		Vendor Part No._____					
12	4730.122.0306	REDUCER, BUSHING, BRASS, 1/2" X 3/8"	4	EA	$ 1.87	$ 1.87	$ 1.87
		Vendor Part No._____					
13	4730.096.6403	NIPPLE, BRASS, 1/4" X CLOSE	4	EA	$ 0.86	$ 0.86	$ 0.86
		Vendor Part No._____					
14	4730.096.6406	NIPPLE, BRASS, 3/8" X CLOSE	4	EA	$ 0.90	$ 0.90	$ 0.90
		Vendor Part No._____					
15	4730.096.4990	NIPPLE, BRASS, 1/2 X CLOSE	6	EA	$ 1.17	$ 1.17	$ 1.17
		Vendor Part No._____					
16	4730.101.8640	ADAPTER, BRASS, 3/4", FEMALE X MALE THREADED	7	EA	$ 9.00	$ 9.00	$ 9.00
		Vendor Part No._____					
17	4730.090.7400	BUSHING, BRASS, HEX, 3 MIP X 2 FIP	1	EA	$ 38.16	$ 38.16	$ 38.16

		Vendor Part No._____					
18	4730.096.5000	NIPPLE, BRASS, 3/4 X CLOSE	7	EA	$ 1.71	$ 1.71	$ 1.71
		Vendor Part No._____					
19	4730.096.6400	NIPPLE, BRASS, 1 X CLOSE	1	EA	$ 2.52	$ 2.52	$ 2.52
		Vendor Part No._____					
20	4730.096.8900	NIPPLE, BRASS, 2 X CLOSE	2	EA	$ 7.56	$ 7.56	$ 7.56
		Vendor Part No._____					
21	4730.097.3200	PLUG, BRASS, RAISED HEAD, 3/4", MIPT	4	EA	$ 2.67	$ 2.67	$ 2.67
		Vendor Part No._____					
22	4730.126.0755	UNION, COPPER, SLIP X SLIP, 1/2"	1	EA	$ 5.45	$ 5.45	$ 5.45
		Vendor Part No._____					
23	4730.090.4000	BUSHING, BRASS, HEX, 1/2 MIP X 1/4 FIP	4	EA	$ 1.87	$ 1.87	$ 1.87
		Vendor Part No._____					
24	4730.090.5400	BUSHING, BRASS, HEX, 1 MIP X 3/4 FIP	12	EA	$ 3.92	$ 3.92	$ 3.92
		Vendor Part No._____					
25	4730.090.5600	BUSHING, BRASS, HEX, 1-1/4 MIP X 3/4 FIP	1	EA	$ 6.66	$ 6.66	$ 6.66
		Vendor Part No._____					
26	4730.090.6000	BUSHING, BRASS, HEX, 1-1/2 MIP X 3/4 FIP	3	EA	$ 10.40	$ 10.40	$ 10.40
		Vendor Part No._____					
27	4730.090.6800	BUSHING, BRASS, HEX, 2" X 3/4"	5	EA	$ 15.17	$ 15.17	$ 15.17

		Vendor Part No._____					
28	4730.090.6200	BUSHING, BRASS, HEX, 1-1/2 MIP X 1 FIP	5	EA	$ 8.51	$ 8.51	$ 8.51
		Vendor Part No._____					
29	4730.090.7000	BUSHING, BRASS, HEX, 2 X 1	5	EA	$ 15.17	$ 15.17	$ 15.17
		Vendor Part No._____					
30	4730.090.7200	BUSHING, BRASS, HEX, 2 MIP X 1-1/2 FIP	2	EA	$ 12.60	$ 12.60	$ 12.60
		Vendor Part No._____					
31	4730.122.0320	REDUCER, BUSHING, BRASS, 3" TO 1-1/2"	4	EA	$ 20.07	$ 20.07	$ 20.07
		Vendor Part No._____					
32	4730.104.6000	FLANGE, BRASS, METER, MALE, 1-1/2", 6M FORD #CF38-66-2	5	EA	$ 34.21	$ 34.21	$ 34.21
		Vendor Part No._____					
33	4730.102.1313	COUPLING, METER, BRS, W/PACK JOINT, C34-22, 5/8" X 3/4", 5/8" CTS PJ	1	EA	$ 21.11	$ 21.11	$ 21.11
		Vendor Part No._____					
34	4730.102.1311	COUPLING, METER, W/PACK JOINT, C34-13, 5/8" X 3/4" CTS PJ	1	EA	$ 21.11	$ 21.11	$ 21.11
		Vendor Part No._____					
35	4730.102.1314	COUPLING, METER, W/PACK JOINT, C34-23, 5/8" X 3/4" X 3/4" CTS PJ	1	EA	$ 17.96	$ 17.96	$ 17.96
		Vendor Part No._____					
36	4730.102.1315	COUPLING, METER, W/PACK JOINT, C34-24, 5/8" X 3/4" x 1" CTS PJ	1	EA	$ 17.96	$ 17.96	$ 17.96
		Vendor Part No._____					
37	4730.102.1316	COUPLING, METER, W/PACK JOINT, C34-44, 1" X 1" CTS PJ	1	EA	$ 17.96	$ 17.96	$ 17.96

		Vendor Part No._____					
38	4730.102.1310	COUPLING, METER, W/PACK JOINT, C-34-11, 5/8 X 1/2" CTS PJ	1	EA	$ 17.96	$ 17.96	$ 17.96
		Vendor Part No._____					
39	4730.104.5400	FLANGE, BRASS, METER, FEMALE, 2", 7F FORD #CF31-77	3	EA	$ 41.36	$ 41.36	$ 41.36
		Vendor Part No._____					
40	4730.104.6200	FLANGE, BRASS, METER, MALE, 2", MUELLER	3	EA	$ 45.63	$ 45.63	$ 45.63
		Vendor Part No._____					
41	4730.104.5000	FLANGE, BRASS, METER, FEMALE, 1-1/2", MUELLER	2	EA	$ 31.68	$ 31.68	$ 31.68
		Vendor Part No._____					
42	4820.107.0985	VALVE, ANGLE, BALL, FIP THREAD, 3/4 X 1 X 1, FORD #BA13-344W	1	EA	$ 48.42	$ 48.42	$ 48.42
		Vendor Part No._____					
43	4820.107.0990	VALVE, ANGLE, BALL, FIP THREAD, 1 X 1 X 1 FORD #BA13-444W	3	EA	$ 70.74	$ 70.74	$ 70.74
		Vendor Part No._____					
44	4820.107.0805	VALVE, ANGLE, W/LOCK WING, BALL 2", BRASS, MUELLER #B24286	11	EA	$ 190.80	$ 190.80	$ 190.80
		Vendor Part No._____					
45	4820.107.0605	VALVE, ANGLE, W/LOCK WING, BALL, 1-1/2", BRASS, FORD# BFA13-666W OR EQUAL	3	EA	$ 162.00	$ 162.00	$ 162.00
		Vendor Part No._____					
46	4820.107.0975	VALVE, ANGLE, BALL, FIP THREAD, 3/4 X 1, FORD #BA13-334W	3	EA	$ 46.98	$ 46.98	$ 46.98
		Vendor Part No._____					
47	4820.107.0900	VALVE, ANGLE, BALL, 5/8 X 3/4, #3707B24255	22	EA	$ 52.70	$ 52.70	$ 52.70

		Vendor Part No._____					
48	4820.107.0972	VALVE, ANGLE, BALL, FIP THREAD, 3/4 X 5/8 X 3/4, MUELLER #B24265	14	EA	$ 46.98	$ 46.98	$ 46.98
		Vendor Part No._____					
49	4820.107.0977	VALVE, ANGLE, BALL, FIP THREAD, 3/4 X 1, FORD #BA23-342W	1	EA	$ 57.15	$ 57.15	$ 57.15
		Vendor Part No._____					
50	4820.107.0950	VALVE, ANGLE, BALL, 1"X1", MUELLER #3710B24255	13	EA	$ 78.62	$ 78.62	$ 78.62
		Vendor Part No._____					
51	4730.240.3010	COUPLING, ANGLE, FEMALE-IRON-PIPE, 3/4", FORD #L31-23	4	EA	$ 22.05	$ 22.05	$ 22.05
		Vendor Part No._____					
52	4730.240.3015	COUPLING, ANGLE, FEMALE-IRON-PIPE, 1", FORD #L31-44	17	EA	$ 24.75	$ 24.75	$ 24.75
		Vendor Part No._____					
53	4730.539.1000	ADAPTER, METER, CHANGE 5/8 X 3/4 METER TO 3/4' METER LENGHT, FORD # A23	4	EA	$ 6.75	$ 8.44	$ 8.44
		Vendor Part No._____					
54	4730.101.8500	ADAPTER, BRASS, FLARE X MALE IRON-PIPE, 1", FORD # C28-44	1	EA	$ 13.41	$ 13.41	$ 13.41
		Vendor Part No._____					
55	4730.101.8200	ADAPTER, BRASS, FLARE X MALE IRON-PIPE, 3/4", FORD # C28-33	2	EA	$ 9.41	$ 9.41	$ 9.41
		Vendor Part No._____					
56	4730.102.1370	COUPLING, METER, MALE IRON PIPE THREAD, C38-23-2, 5/8" X 3/4" X 2"	10	EA	$ 8.60	$ 8.60	$ 8.60
		Vendor Part No._____					
57	4730.102.1371	COUPLING, METER, MALE IRON PIPE THREAD, C38-23-2.25, 5/8" X 3/4" X 2"-1/4"	5	EA	$ 14.94	$ 14.94	$ 14.94

		Vendor Part No._____					
58	4730.102.1372	COUPLING, METER, MALE IRON PIPE THREAD, C38-23-2.5, 5/8" X 3/4" X 2"-1/2"	20	EA	$ 6.44	$ 6.44	$ 6.44
		Vendor Part No._____					
59	4730.102.1373	COUPLING, METER, MALE IRON PIPE THREAD, C38-23-2.75, 5/8" X 3/4" X 2"-3/4"	11	EA	$ 16.47	$ 16.47	$ 16.47
		Vendor Part No._____					
60	4730.102.1374	COUPLING, METER, MALE IRON PIPE THREAD, C38-23-3, 5/8" X 3/4" X 3"	5	EA	$ 16.34	$ 16.34	$ 16.34
		Vendor Part No._____					
61	4730.102.1300	COUPLING, METER, BRS, 1 X 2.625, MUELLER #H10890	7	EA	$ 6.44	$ 10.30	$ 10.30
		Vendor Part No._____					
62	4730.102.1312	COUPLING, METER, W/PACK JOINT, C34-21, 5/8" X 3/4" X 1/2" CTS PJ	4	EA	$ 17.96	$ 17.96	$ 17.96
		Vendor Part No._____					
63	4730.110.4200	UNION, BRASS, FC X FC, 3 PC, 1", C22-44-1	2	EA	$ 20.70	$ 20.70	$ 20.70
		Vendor Part No._____					
64	4730.110.4000	UNION, BRASS, FC XFC, 3PC, 3/4", MUELLER #H15400	6	EA	$ 11.88	$ 11.88	$ 11.88
		Vendor Part No._____					
65	4730.731.6197	OUTLET ASSEMBLY, ONLY, FOR LINESETTER # LSV11-233W-OL	22	EA	$ 36.76	$ 36.76	$ 36.76
		Vendor Part No._____					
66	4820.015.2000	CURB STOP, BALL-VALVE, FLARE COP XFIP, 3/4", LOCK, #B25166	14	EA	$ 44.96	$ 44.96	$ 44.96
		Vendor Part No._____					
67	4820.015.3000	CURB STOP, 3/4", BALL VALVE, FEMALE IRON PIPE, LOCK WING, MULLER #B20283	7	EA	$ 36.72	$ 36.72	$ 36.72

		Vendor Part No._____					
68	4820.015.2200	CURB STOP, BALL-VALVE, FLARE-COPPER X FIP, MUELLER #B25166	10	EA	$ 62.82	$ 62.82	$ 62.82
		Vendor Part No._____					
69	4820.015.3400	CURB STOP, BALL-VALVE, FEMALE IRON PIPE, 1-1/2", LOCK WING, METER BALL STOP B20200	6	EA	$ 119.48	$ 119.48	$ 119.48
		Vendor Part No._____					
70	4820.015.3600	CURB STOP, BALL-VALVE, FIP, 2", LOCK, MUELLER #B20283	3	EA	$ 172.31	$ 172.31	$ 172.31
		Vendor Part No._____					
71	4820.013.6001	CORP STOP, BALL-VALVE, FLARE COPPER X MALE IRON PIPE, 1", MUELLER B25025	19	EA	$ 41.58	$ 41.58	$ 41.58
		Vendor Part No._____					
72	4820.013.6000	CORP STOP, BALL-VALVE, FLARE COPPER,X MALE IRON PIPE, 3/4", MUELLER #B25025 MIPXCF	16	EA	$ 32.40	$ 32.40	$ 32.40
		Vendor Part No._____					
73	4820.013.2190	CORP STOP, BALL-VALVE, FLARE COPPER X COPPER CONNECT.,3/4" FB 600	13	EA	$ 32.40	$ 32.40	$ 32.40
		Vendor Part No._____					
74	4820.013.2200	CORP STOP, BALL-VALVE, FLARE COPPER X CTS, 1", B25025	2	EA	$ 41.58	$ 41.58	$ 41.58
		Vendor Part No._____					
75	4820.014.0400	CORP STOP, BALL-VALVE, MALE IRON PIPE, 1-1/2" #FB500	2	EA	$ 87.26	$ 87.26	$ 87.26
		Vendor Part No._____					
76	4820.014.0600	CORP STOP, BALL-VALVE, MALE IRON PIPE, 2", MUELLER B2969	8	EA	$ 148.86	$ 148.86	$ 148.86
		Vendor Part No._____					
77	4730.102.1133	COMPRESSION COUPLING, MUELLER, 3/4" CPLG 110, #H15403	16	EA	$	$	$

					12.87	12.87	12.87
		Vendor Part No._____					
78	4730.102.1131	COMPRESSION COUPLING, MUELLER, 1" CPLG 110, #H15403	3	EA	$ 14.09	$ 14.09	$ 14.09
		Vendor Part No._____					
79	4730.102.1135	COMPRESSION COUPLING, MUELLER, 1-1/2" CPLG 110, #H15403	1	EA	$ 49.64	$ 49.64	$ 49.64
		Vendor Part No._____					
80	4730.102.1150	COUPLING, COMPRESSION, 2", FORD# CC44-77	1	EA	$ 67.05	$ 67.05	$ 67.05
		Vendor Part No._____					
81	6681.702.0450	ADAPTER, HYD METER, BRS, 2-1/2"FNST X 2"MIPT, "HEX HEAD" SOUTH PARK # A3722AB	48	EA	MOVED	MOVED	MOVED
		Vendor Part No._____					
	City Of Chandler	Ford Water Service & Meter Related Parts, includes all copper and brass fittings valves, tubing and pipe associated with water meters	Estimated 12 month usage	Unit of Measure	2013 Unit Price	2014 Extension 1 Unit Price	2015 Extension 2 Unit Price
	STOCK NUMBER	Description - Copper					
82	4730.120.4000	CAP, COPPER, SOLDER 2"	1	EA	$ 5.81	$ 5.81	$ 5.81
		Vendor Part No._____					
83	4730.122.6800	ELBOW, COPPER, SHORT RUFF, SLIP X SLIP, 45 DEG. X 2"	5	EA	$ 10.98	$ 10.98	$ 10.98
		Vendor Part No._____					
84	4730.122.8500	ELBOW, COPPER, SHORT RUFF, SLIP X SLIP, 90 DEG. X 2"	8	EA	$ 11.70	$ 11.70	$ 11.70
		Vendor Part No._____					
85	4730.120.6600	COUPLING, COPPER, WITH-OUT STOP, 2", SLIP	7	EA	$	$	$

					11.88	11.88	11.88
		Vendor Part No._____					
86	4730.120.1000	ADAPTER, COPPER, FEMALE IRON-PIPE X SLIP, 2"	3	EA	$ 16.38	$ 16.38	$ 16.38
		Vendor Part No._____					
87	4730.120.2800	ADAPTER, COPPER, MALE, IRON-PIPE, SLIP, 2"	7	EA	$ 13.05	$ 13.05	$ 13.05
		Vendor Part No._____					
88	4730.122.6600	ELBOW, COPPER, SHORT RUFF, SLIP X SLIP, 45 DEG. X 1-1/2"	4	EA	$ 6.57	$ 6.57	$ 6.57
		Vendor Part No._____					
89	4730.124.2000	REDUCER, COPPER, SLIP X SLIP, 2 X 1-1/2	1	EA	$ 9.00	$ 9.00	$ 9.00
		Vendor Part No._____					
90	4730.120.2600	ADAPTER, COPPER, MALE IRON-PIPE X SLIP, 1-1/2"	8	EA	$ 7.65	$ 7.65	$ 7.65
		Vendor Part No._____					
91	4730.120.0900	ADAPTER, COPPER, FEMALE IRON-PIPE X SLIP, 1-1/2	1	EA	$ 12.06	$ 12.06	$ 12.06
		Vendor Part No._____					
92	4730.124.1500	REDUCER, COPPER, SLIP X SLIP, 1-1/2 X 1-1/4	1	EA	$ 5.85	$ 5.85	$ 5.85
		Vendor Part No._____					
93	4730.120.6400	COUPLING, COPPER, WITH-OUT STOP, 1-1/2"	2	EA	$ 7.20	$ 7.20	$ 7.20
		Vendor Part No._____					
94	4730.122.8400	ELBOW, COPPER, SHORT RUFF, SLIP X SLIP, 90 DEG. X 1-1/2"	8	EA	$ 6.48	$ 6.48	$ 6.48
		Vendor Part No._____					

95	4730.125.3000	TEE, COPPER, REDUCER 1 X 3/4 X 3/4	1	EA	$ 6.39	$ 6.39	$ 6.39
		Vendor Part No._____					
96	4730.120.2500	ADAPTER, COPPER, MALE IRON-PIPE X SLIP, 1"	24	EA	$ 4.55	$ 4.55	$ 4.55
		Vendor Part No._____					
97	4730.120.0700	ADAPTER, COPPER, FEMALE IRON-PIPE X SLIP, 1"	26	EA	$ 5.31	$ 5.31	$ 5.31
		Vendor Part No._____					
98	4730.125.1975	TEE, COPPER, SLIP X SLIP X SLIP, 1"	2	EA	$ 6.37	$ 6.37	$ 6.37
		Vendor Part No._____					
99	4730.122.6400	ELBOW, COPPER, SHORT RUFF, SLIP X SLIP, 45 DEG. X 1"	5	EA	$ 4.05	$ 4.05	$ 4.05
		Vendor Part No._____					
100	4730.122.8200	ELBOW, COPPER, SHORT RUFF, SLIP X SLIP, 90 DEG. X 1"	64	EA	$ 2.75	$ 2.75	$ 2.75
		Vendor Part No._____					
101	4730.120.6100	COUPLING, COPPER, WITH-OUT STOP, 1"	27	EA	$ 2.07	$ 2.07	$ 2.07
		Vendor Part No._____					
102	4730.120.2300	ADAPTER, COPPER, MALE IRON PIPE, 1/2" X SLIP	3	EA	$ 1.08	$ 1.08	$ 1.08
		Vendor Part No._____					
103	4730.120.2400	ADAPTER, COPPER, MALE IRON-PIPE X SLIP, 3/4"	17	EA	$ 1.76	$ 1.76	$ 1.76
		Vendor Part No._____					
104	4730.120.0500	ADAPTER, COPPER, FEMALE IRON-PIPE X SLIP, 3/4"	25	EA	$ 2.25	$ 2.25	$ 2.25
		Vendor Part No._____					

105	4730.120.6000	COUPLING, COPPER, WITH-OUT STOP, 3/4", SLIP	13	EA	$ 1.35	$ 1.35	$ 1.35
		Vendor Part No._____					
106	4730.122.8000	ELBOW, COPPER, SHORT RUFF, SLIP X SLIP, 90 DEG. X 3/4"	13	EA	$ 1.13	$ 1.13	$ 1.13
		Vendor Part No._____					
107	4730.122.6300	ELBOW, COPPER, SHORT RUFF, SLIP X SLIP, 45 DEG. X 3/4"	1	EA	$ 1.58	$ 1.58	$ 1.58
		Vendor Part No._____					
108	4730.124.1000	REDUCER, COPPER, SLIP X SLIP, 1 X 3/4	8	EA	$ 2.49	$ 2.49	$ 2.49
		Vendor Part No._____					
109	4730.101.7000	ADAPTER, FLARE COPPER X FEMALE IRON-PIPE, 3/4 X 1,FORD# C21-34	1	EA	$ 10.08	$ 12.60	$ 12.60
		Vendor Part No._____					
	City Of Chandler	Ford Water Service & Meter Related Parts, includes all copper and brass fittings valves, tubing and pipe associated with water meters	Estimated 12 month usage	Unit of Measure	2013 Unit Price	2014 Extension 1 Unit Price	2015 Extension 2 Unit Price
	STOCK NUMBER	Description - Miscellaneous Items					
110	8040.082.0004	CEMENT, PVC, RED HOT, PINT	7	EA	$ 9.00	$ 9.00	$ 9.00
		Vendor Part No._____					
111	8040.082.0007	CEMENT, PVC, IPS WELD-ON 725, 1/2 PINT	12	EA	$ 5.85	$ 5.85	$ 5.85
		Vendor Part No._____					
112	8040.624.6310	PRIMER, PVC, PURPLE, 1/2 PT	21	EA	$ 4.50	$ 4.50	$ 4.50
		Vendor Part No._____					

113	6685.242.5000	GAUGE, PRESSURE, 2-1/2", 0-200 PSI	33	EA	$ 10.35	$ 10.35	$ 10.35
		Vendor Part No._____					
114	4730.030.0802	UTC REPAIR COUPLING, SIZE C, O.D 1.06-1.34	3	EA	$ 22.05	$ 22.05	$ 22.05
		Vendor Part No._____					
115	4730.030.0803	UTC REPAIR COUPLING, SIZE B, O.D .83-1.06	6	EA	$ 15.21	$ 15.21	$ 15.21
		Vendor Part No._____					
116	4210.318.1085	PIN, STAINLESS STEEL, FOR WATEROUS LOCK, CUSTODIAN-PIN-25	30	EA	$ 18.00	$ 18.00	$ 18.00
		Vendor Part No._____					
117	5975.915.0189	PLUG, SQUARE DRIVE, FOR CUSTODIAN LOCK, CUSTODIAN-DP-NEO	30	EA	$ 9.00	$ 9.00	$ 9.00
		Vendor Part No._____					
118	4210.318.6112	SOCKET SCREW, FLATHEAD, (BOLT), 1/2 X 13 X 1.25, CUSTODIAN-FHSS-1.25	30	EA	$ 9.00	$ 9.00	$ 9.00
		Vendor Part No._____					
119	5975.915.0215	PLUG, STAINLESS STEEL, LOCK FOR WATER METERS, PL-10-AV	5	EA	$ 9.00	$ 9.00	$ 9.00
		Vendor Part No._____					
120	5975.915.0216	PLUG, STAINLESS STEEL, LOCK FOR WATER METERS, PL-1.25-AV	5	EA	$ 9.00	$ 9.00	$ 9.00
		Vendor Part No._____					
121	4730.102.1350	COUPLING, METER, W/PACK JOINT, C37-13, 5/8" X 3/4" PVC PIPE PJ	1	EA	$ 18.00	$ 18.00	$ 18.00
		Vendor Part No._____					
122	4730.102.1351	COUPLING, METER, W/PACK JOINT, C37-21, 5/8" X 3/4" X 1/2" PVC PIPE PJ	1	EA	$ 18.00	$ 18.00	$ 18.00
		Vendor Part No._____					

123	4730.102.1352	COUPLING, METER, W/PACK JOINT, C37-23, 5/8" X 3/4" X 3/4" PVC PIPE PJ	1	EA	$ 18.00	$ 18.00	$ 18.00
		Vendor Part No._____					
124	4730.102.1353	COUPLING, METER, W/PACK JOINT, C37-44, 1" X 1" PVC PIPE PJ	1	EA	$ 18.00	$ 18.00	$ 18.00
		Vendor Part No._____					
125	4820.020.0072	AIR RELIEF VALVE, 1/2", 50.1 APCO	2	EA	$ 103.50	$ 103.50	$ 103.50
		Vendor Part No._____					
126	4820.024.0100	VALVE, AIR, COMBINATION, WORKING PSI 3-250, 1", ARI # D-040	2	EA	$ 121.32	$ 121.32	$ 121.32
		Vendor Part No._____					
127	4820.024.0105	VALVE, AIR, COMBINATION, WORKING PSI 3-250, 2", ARI # D-040,SCOTTSDALE SPEC 91020ARID040P-NT	4	EA	$ 270.18	$ 270.18	$ 270.18
		Vendor Part No._____					
128	4820.025.0001	VALVE, AIR RELIEF, VALMATIC # 202C-2, 2"	1	EA	$ 562.50	$ 562.50	$ 562.50
		Vendor Part No._____					
129	4820.025.0017	VALVE, CHECK, SILENT, VAL-MATIC, 8", BRONZE SEAT, GLOBE STYLE 1800 WORKING PSI 150	3	EA	$ 1,080.00	$ 1,242.00	$ 1,242.00
		Vendor Part No._____					
130	5330.246.5600	GASKET, METER, 2" X 1/8", DROP IN	122	EA	$ 0.83	$ 0.95	$ 0.95
		Vendor Part No._____					
131	5330.246.5400	GASKET, METER, 1-1/2"X 1/8", DROP IN	151	EA	$ 0.76	$ 0.87	$ 0.87
		Vendor Part No._____					
132	5330.246.5200	GASKET, METER, 1", ITP 1/8, RUBBER WASHER	1300	EA	$ 0.15	$ 0.20	$ 0.20

		Vendor Part No._____					
133	5330.246.5000	GASKET, METER, 3/4", RUBBER, #GT114, 100EA/BAG DO NOT SUBSTITUTE	1800	EA	$ 0.14	$ 0.16	$ 0.16
		Vendor Part No._____					
134	5330.243.1400	GASKET, ADAPTER, HYDRANT, METER, 2-1/2, NEPTUNE #8340-029	210	EA	$ 3.11	$ 3.58	$ 3.58
		Vendor Part No._____					
	City Of Chandler	Ford Water Service & Meter Related Parts, includes all copper and brass fittings valves, tubing and pipe associated with water meters	Estimated 12 month usage	Unit of Measure	2013 Unit Price	2014 Extension 1 Unit Price	2015 Extension 2 Unit Price
	STOCK NUMBER	**Description - ProPress Fittings**					
135	4820.109.0410	VALVE, BALL, BRONZE, 1", PTFE SEATS, EPDM SEALS	2	EA	$ 7.38	$ 7.38	$ 7.38
		Vendor Part No._____					
136	4820.109.0420	VALVE, BALL, BRONZE, 1-1/2", PTFE SEATS, EPDM SEALS	1	EA	$ 14.40	$ 14.40	$ 14.40
		Vendor Part No._____					
137	4730.123.6000	REDUCER, COPPER, 1-1/4" X 1", FEMALE PRESS CONNECTION, PRESSURE 200PSI, TEMP RANGE 0 TO 250 DEG F	1	EA	$ 12.83	$ 12.83	$ 12.83
		Vendor Part No._____					
138	4730.123.6005	REDUCER, COPPER, 1-1/2" X 1", FEMALE PRESS CONNECTION, PRESSURE 200PSI, TEMP RANGE 0 TO 250 DEG F	1	EA	$ 21.24	$ 21.24	$ 21.24
		Vendor Part No._____					
139	4730.122.6900	ELBOW, COPPER, 45, 1" X 1", FEMALE PRESS CONNECTION, PRESSURE 200 PSI, TEMP RANGE 0 TO 250 DEG F, 5/BX	1	EA	$ 8.64	$ 8.64	$ 8.64
		Vendor Part No._____					

140	4730.122.6905	ELBOW, COPPER, 45, 1-1/2" X 1-1/2", FEMALE PRESS CONNECTION, PRESSURE 200 PSI, TEMP RANGE 0 TO 250 DEG F, 1/BX	4	EA	$ 20.07	$ 20.07	$ 20.07
		Vendor Part No._____					
141	4730.112.6003	ELBOW, 90 DEG, COPPER, FEMALE PRESS CONNECTION, C X C, 3/4", 1/BX	8	EA	$ 3.20	$ 3.20	$ 3.20
		Vendor Part No._____					
142	4730.126.0105	ELBOW, COPPER, 90, 1" X 1", FEMALE PRESS CONNECTION, PRESSURE 200 PSI, TEMP RANGE 0 TO 250 DEG F, 5/BX	6	EA	$ 6.39	$ 6.39	$ 6.39
		Vendor Part No._____					
143	4730.126.0110	ELBOW, COPPER, 90, 1-1/2" X 1-1/2", FEMALE PRESS CONNECTION, PRESSURE 200 PSI, TEMP RANGE 0 TO 250 DEG F, 1/BX	4	EA	$ 24.39	$ 24.39	$ 24.39
		Vendor Part No._____					
144	4730.126.0115	ELBOW, COPPER, 90, 2" X 2", FEMALE PRESS CONNECTION, PRESSURE 200 PSI, TEMP RANGE 0 TO 250 DEG F, 1/BX	7	EA	$ 33.89	$ 33.89	$ 33.89
		Vendor Part No._____					
145	4730.120.6725	COUPLING, COPPER, WITH-OUT, STOP, 2" X 2", PRESSURE 200 PSI, TEMP RANGE 0 TO 250 DEG F, 1/BX	4	EA	$ 18.65	$ 18.65	$ 18.65
		Vendor Part No._____					
146	4730.113.5000	UNION, BRONZE, 1" X 1", PRESSURE 200 PSI, TEMP RANGE 0 TO 250 DEG F, 10/BX	5	EA	$ 30.24	$ 30.24	$ 30.24
		Vendor Part No._____					
147	4730.113.5015	UNION, BRONZE, 1-1/2" X 1-1/2", PRESSURE 200 PSI, TEMP RANGE 0 TO 250 DEG F	1	EA	$ 58.64	$ 58.64	$ 58.64
		Vendor Part No._____					
148	4730.113.5020	UNION, BRONZE, 2" X 2", PRESSURE 200 PSI, TEMP RANGE 0 TO 250 DEG F, 1/BX	1	EA	$ 0.01	$ 0.01	$ 0.01

		Vendor Part No._____					
149	4730.102.1160	COUPLING, C X C, 3/4", COPPER, PRESS CONNECTION, 10/BX	25	EA	$ 2.71	$ 2.71	$ 2.71
		Vendor Part No._____					
150	4730.120.6710	COUPLING, COPPER, WITHSTOP, 1" X 1", PRESSURE 200 PSI, TEMP RANGE 0 TO 250 DEG F, 5/BX	27	EA	$ 5.47	$ 5.47	$ 5.47
		Vendor Part No._____					
151	4730.120.6405	COUPLING, COPPER, WITH-OUT STOP, 1-1/2" X 1-1/2", PRESSURE 200 PSI, TEMP RANGE 0 TO 250 DEG, SLIP	9	EA	$ 16.02	$ 16.02	$ 16.02
		Vendor Part No._____					
152	4730.120.6720	COUPLING, COPPER, WITH STOP, 2" X 2", PRESSURE 200 PSI, TEMP RANGE 0 TO 250 DEG F, 1/BX	18	EA	$ 15.30	$ 15.30	$ 15.30
		Vendor Part No._____					
153	4730.102.0012	ADAPTER, BRONZE, 2" X 2", FEMALE PRESS X MALE THREAD, PRESSURE 200PSI, TEMP RANGE 0 TO 250 DEG F, 1/BX	12	EA	$ 44.33	$ 44.33	$ 44.33
		Vendor Part No._____					
154	4730.102.0007	ADAPTER, BRONZE, 2" X 2", FEMALE PRESS X FEMALE THREAD, PRESSURE 200PSI, TEMP RANGE 0 TO 250 DEG F, 1/BX	6	EA	$ 44.64	$ 44.64	$ 44.64
		Vendor Part No._____					
155	4730.102.0006	ADAPTER, BRONZE, 2" X 2", SOLDER END X FEMALE THREAD, PRESSURE 200PSI, TEMP RANGE 0 TO 250 DEG F	1	EA	$ 61.47	$ 61.47	$ 61.47
		Vendor Part No._____					
156	4730.102.0011	ADAPTER, BRONZE, 2" X 2", SOLDER END X MALE THREAD, PRESSURE 200PSI, TEMP RANGE 0 TO 250 DEG F	1	EA	$ 56.25	$ 56.25	$ 56.25
		Vendor Part No._____					
157	4730.102.0008	ADAPTER, BRONZE, 1-1/2" X 1-1/2", FEMALE PRESS X FEMALE THREAD, PRESSURE 200PSI, TEMP RANGE 0 TO 250 DEG F, 1/BX	1	EA	$ 26.37	$ 26.37	$ 26.37
		Vendor Part No._____					

158	4730.102.0013	ADAPTER, BRONZE, 1-1/2" X 1-1/2", FEMALE PRESS X MALE THREAD, PRESSURE 200PSI, TEMP RANGE 0 TO 250 DEG F, 1/BX	5	EA	$ 22.95	$ 22.95	$ 22.95
		Vendor Part No._____					
159	4730.102.0020	ADAPTER, BRONZE, 1" X 1", FEMALE PRESS X FEMALE THREAD, PRESSURE 200PSI, TEMP RANGE 0 TO 250 DEG F, 10/BX	2	EA	$ 8.01	$ 8.01	$ 8.01
		Vendor Part No._____					
160	4730.102.0010	ADAPTER, BRONZE, 1" X 1", FEMALE PRESS X MALE THREAD, PRESSURE 200PSI, TEMP RANGE 0 TO 250 DEG F, 10/BX	13	EA	$ 7.47	$ 7.47	$ 7.47
		Vendor Part No._____					
161	4730.102.0015	ADAPTER, BRONZE, 1" X 3/4", FEMALE PRESS X FEMALE THREAD, PRESSURE 200PSI, TEMP RANGE 0 TO 250 DEG F, 10/BX	1	EA	$ 14.18	$ 14.18	$ 14.18
		Vendor Part No._____					
162	4730.150.0016	ADAPTER, 3/4" X 3/4", BRONZE, FEMALE PRESS X FNPT CONNECTION, 10/BX	4	EA	$ 4.37	$ 4.37	$ 4.37
		Vendor Part No._____					
163	4730.150.0115	ADAPTER, 3/4" X 3/4", BRONZE, FEMALE PRESS X MNPT CONNECTION, 10/BX	7	EA	$ 4.05	$ 4.05	$ 4.05
164	4730.102.0005	ADAPTER, BRONZE, 1" X 3/4", FEMALE PRESS X MALE THREAD, PRESSURE 200PSI, TEMP RANGE 0 TO 250 DEG F, 10/BX	1	EA	$ 11.93	$ 11.93	$ 11.93
		Vendor Part No._____					
165	4730.102.0015	ADAPTER, BRONZE, 1" X 3/4", FEMALE PRESS X FEMALE THREAD, PRESSURE 200PSI, TEMP RANGE 0 TO 250 DEG F, 10/BX	1		$ 14.18	$ 14.18	$ 14.18
		Vendor Part No._____					
		% Discount off listed items (or range) 80 - 90 %					
		% Discount off Additional Parts 80 %					

	City Of Chandler	SECTION 2 COPPER TUBING AND PIPE includes: Ford Water Service & Meter Related Parts, includes all copper and brass fittings valves, tubing and pipe associated with water meters	Estimated 12 month usage	Unit of Measure	2013 Unit Price	2014 Extension 1 Unit Price	2015 Extension 2 Unit Price
	STOCK NUMBER	Description - Copper Tubing & Pipe					
1	4710.080.2000	PIPE, COPPER, K-HARD, 1/2"	8	FT	$ 1.72	$ 1.72	$ 1.72
		Vendor Part No._____					
2	4710.080.3000	PIPE, COPPER, K-HARD, 3/4", 20FT	20	FT	$ 3.47	$ 3.47	$ 3.47
		Vendor Part No._____					
3	4710.080.3200	PIPE, COPPER, K-HARD, 1"	280	FT	$ 4.76	$ 4.76	$ 4.76
		Vendor Part No._____					
4	4710.080.3400	PIPE, COPPER, K-HARD, 1-1/2", 20FT	40	FT	$ 7.36	$ 7.36	$ 7.36
		Vendor Part No._____					
5	4710.080.3800	PIPE, COPPER, K-HARD, 2"	100	FT	$ 11.97	$ 11.97	$ 11.97
		Vendor Part No._____					
6	4710.080.5200	TUBE, COPPER, K-SOFT, 3/4", 100 FT ROLLS	400	FT	$ 4.19	$ 4.19	$ 4.19
		Vendor Part No._____					
7	4710.080.5205	TUBE, COPPER, K-SOFT, 3/8", 50 FT ROLLS	1	RO	$ 43.46	$ 43.46	$ 43.46

		Vendor Part No._____					
8	4710.080.5206	TUBE, COPPER, K-SOFT, 1/2", 50 FT ROLLS	1	RO	$ 58.76	$ 58.76	$ 58.76
		Vendor Part No._____					
9	4710.080.5207	TUBE, COPPER, K-SOFT, 1/4", 50 FT ROLLS	1	RO	$ 33.37	$ 33.37	$ 33.37
		Vendor Part No._____					
10	4710.080.5400	TUBE, COPPER, K-SOFT, 1", 100 FT/ROLLS	800	FT	$ 5.06	$ 5.06	$ 5.06
		Vendor Part No._____					
11	4710.080.5600	TUBE, COPPER, K-SOFT, 1-1/2", 60 FT ROLLS	1	RO	$ 460.00	$ 460.00	$ 460.00
		Vendor Part No._____					
12	4710.085.3830	TUBE, STAINLESS SQUARE, 316, 4"H X 4" W, 3/16" THICKNESS, 20 FT LONG	2	EA	$ 792.00	$ 792.00	$ 792.00
		Vendor Part No._____					
		% Discount off listed items (or range) ___%					
		% Discount off Additional Parts _80_%					

	City Of Chandler	SECTION 3 WATEROUS HYDRANT PARTS includes: HYDRANT Repair/Replacement Parts To Include Extension Kits / Hydrant Grease To Repair Waterous - Note Not All Hydrants Parts Are Listed	Estimated 12 month usage	Unit of Measure	2013 Unit Price	2014 Extension 1 Unit Price	2015 Extension 2 Unit Price
	STOCK NUMBER	DESCRIPTION- WATEROUS					
1	4210.318.8895	WASHER, VALVE, UPPER, WB67-34 WATEROUS	13	EA	$ 30.60	$ 36.00	$ 37.80
		Vendor Part No._____					
2	4210.318.8890	WASHER, VALVE, LOWER, WB67-36 WATEROUS	11	EA	$ 60.35	$ 71.00	$ 74.55
		Vendor Part No._____					
3	4210.318.8715	VALVE, MAIN, RUBBER, WATEROUS HYDRANT #35	27	EA	$ 36.55	$ 43.00	$ 45.15
		Vendor Part No._____					
4	4210.318.8897	WHEEL ASSEMBLY, SUPPORT, WB67-56, WATEROUS	24	EA	$ 141.10	$ 166.00	$ 174.30
		Vendor Part No._____					
5	4210.318.6920	RING, FLANGE LOCK, WB67-64 WATEROUS	26	EA	$ 11.05	$ 13.00	$ 13.65
		Vendor Part No._____					
6	4210.318.7280	SEAT, VALVE, WB67-31 WATEROUS, #31 WITH #3 & #77	26	EA	$ 260.10	$ 306.00	$ 321.30
		Vendor Part No._____					
7	4210.318.7007	ROD ASSY, UPPER, 21", WB67-71-21" WATEROUS	18	EA	$ 109.65	$ 129.00	$ 135.45

		Vendor Part No._____					
8	4210.318.1080	COUPLING, SLEEVE, (BREAK COUPLING), (ISSUED BY THE PAIR), WATEROUS #67	21	EA	$ 19.55	$ 23.00	$ 24.15
		Vendor Part No._____					
9	4210.318.6960	RING, RETAINER, NOZZLE, 4-1/2", WB-67-117, WATEROUS	2	EA	$ 36.55	$ 43.00	$ 45.15
		Vendor Part No._____					
10	4210.318.2480	GASKET, WB67-92 WATEROUS, #92	13	EA	$ 6.80	$ 8.00	$ 8.40
		Vendor Part No._____					
11	4210.318.8896	TUBE, SUPPORT, WB67-85, WATEROUS	11	EA	$ 62.05	$ 73.00	$ 76.65
		Vendor Part No._____					
12	4210.318.1120	CROSS ARM, WB67-30 WATEROUS #30	31	EA	$ 78.20	$ 92.00	$ 96.60
		Vendor Part No._____					
13	4210.318.5830	O-RING, 2-1/2", NOZZLE, SEAL, WB-67-118, WATEROUS	6	EA	$ 5.95	$ 7.00	$ 7.35
		Vendor Part No._____					
14	4210.318.2485	GASKET, SUPPORT, WB67-84 WATEROUS, #84	122	EA	$ 6.80	$ 8.00	$ 8.40
		Vendor Part No._____					
15	4210.318.1120	CROSS ARM, WB67-30 WATEROUS #30	96	EA	$ 78.20	$ 92.00	$ 96.60
		Vendor Part No._____					
16	4210.318.8898	BUSHING, ASSEMBLY, OPERATING NUT, #89, WATEROUS	10	EA	$ 19.55	$ 23.00	$ 24.15
		Vendor Part No._____					

17	4210.318.5540	NUT, OPERATING, LOWER, WB67-17A WATEROUS	22	EA	$ 46.75	$ 55.00	$ 57.75
		Vendor Part No._____					
18	4210.318.0825	CAP, HOSE NOZZLE, WB67-10X2-1/2 WATEROUS: NST, YELLOW, 2-1/2", Cl,	12	EA	$ 65.45	$ 77.00	$ 80.85
		Vendor Part No._____					
19	4210.318.5425	NOZZLE, HOSE, 2-1/2", MECHANICAL, WB-67-12 LEADED WATEROUS #12	13	EA	$ 78.20	$ 92.00	$ 96.60
		Vendor Part No._____					
20	4210.318.5830	O-RING, 2-1/2", NOZZLE, SEAL, WB-67-118, WATEROUS	18	EA	$ 5.95	$ 7.00	$ 7.35
		Vendor Part No._____					
21	4210.318.5430	NOZZLE, PUMPER, 4-1/2", WB-67-12 AMLOCK, WATEROUS #12B	2	EA	$ 221.85	$ 261.00	$ 274.05
		Vendor Part No._____					
	City Of Chandler	Extension Kits / Waterous - Note Not All Hydrants Parts Are Listed	Estimated 12 month usage	Unit of Measure	2013 Unit Price	2014 Extension 1 Unit Price	2015 Extension 2 Unit Price
22	4210.319.6000	HYDRANT, EXTENSION KIT, TOP 24" WB-67, WATEROUS	1	EA	$ 572.90	$ 674.00	$ 707.70
		Vendor Part No._____					
23	4210.319.5600	HYDRANT, EXTENSION KIT, TOP, 12", WB-67-12, WATEROUS	1	EA	$ 436.05	$ 513.00	$ 538.65
		Vendor Part No._____					
24	4210.319.5400	HYDRANT, EXTENSION KIT, TOP, 6", WB-67-12, WATEROUS	6	EA	$ 370.60	$ 436.00	$ 457.80
		Vendor Part No._____					
25	4210.319.8000	KIT, TRAF REP WB-67 WATEROUS #K528	4	EA	$ 170.85	$ 201.00	$ 211.05

		Vendor Part No._____					
		% Discount off listed items (or range) ____%					
		% Discount off Additional Parts ____%					

	City Of Chandler	SECTION 4 --CLOW HYDRANTS/PARTS	Estimated 12 month usage	Unit of Measure	2013 Unit Price	2014 Extension 1 Unit Price	2015 Extension 2 Unit Price
	Stock Number	Description					
1	4210.318.0001	HYDRANT, TRAFFIC, DB, 42", CLOW	11	EA	$ 1,440.24	$ 1,440.24	$ 1,512.25
		Vendor Part No._____					
2	4210.318.0002	HYDRANT, TRAFFIC, DB, 48", CLOW	4	EA	$ 1,474.76	$ 1,474.76	$ 1,548.50
		Vendor Part No._____					
3	4210.318.0003	HYDRANT, TRAFFIC, DB, 54", CLOW	20	EA	$ 1,508.74	$ 1,508.74	$ 1,584.18
		Vendor Part No._____					
	City Of Chandler	HYDRANT PARTS - Repair/Replacement Parts To Include Extension Kits / Hydrant Grease To Repair Clow - Note Not All Hydrants Parts Are Listed	Estimated 12 month usage	Unit of Measure	2013 Unit Price	2014 Extension 1 Unit Price	2015 Extension 2 Unit Price
	STOCK NUMBER	DESCRIPTION- CLOW					
3A	4210.315.1030	STEM, UPPER, #M-7, "CLOW MEDALLION HYDRANT	7	EA	$ 105.94	$ 105.94	$ 111.24

		Vendor Part No._____					
4	4210.315.1185	CAP, HOSE NOZZLE, #M-43, "CLOW MEDALLION HYDRANT"	8	EA	$ 47.02	$ 47.02	$ 49.37
		Vendor Part No._____					
5	4210.315.1175	NOZZLE, HOSE, #M-41, "CLOW MEDALLION HYDRANT"	8	EA	$ 74.59	$ 74.59	$ 78.32
		Vendor Part No._____					
6	4210.315.1095	VALVE, MAIN , RUBBER, #M-21, "CLOW MEDALLION HYDRANT"	18	EA	$ 42.70	$ 42.70	$ 44.84
		Vendor Part No._____					
7	4210.315.1085	RING, SEAT, #M-19, "CLOW MEDALLION HYDRANT"	28	EA	$ 251.88	$ 251.88	$ 264.47
		Vendor Part No._____					
8	4210.315.1075	PLATE, VALVE, UPPER, #M-17, "CLOW MEDALLION HYDRANT"	25	EA	$ 139.45	$ 139.45	$ 146.42
		Vendor Part No._____					
9	4210.315.1150	NOZZLE, PUMPER, #M-36, "CLOW MEDALLION HYDRANT"	1	EA	$ 163.77	$ 163.77	$ 171.96
		Vendor Part No._____					
10	4210.315.1045	COUPLING, STEM, SAFETY, #M-10, "CLOW MEDALLION HYDRANT"	21	EA	$ 32.97	$ 32.97	$ 34.62
		Vendor Part No._____					
11	4210.315.1105	VALVE, PLATE, LOWER, #M-24, "CLOW MEDALLION, HYDRANT"	5	EA	$ 111.35	$ 111.35	$ 116.92
		Vendor Part No._____					
12	4210.315.1010	NUT, OPERATING, #M-3, "CLOW MEDALLION HYDRANT"	3	EA	$ 92.42	$ 92.42	$ 97.04
		Vendor Part No._____					
13	4210.315.1110	NUT, THRUST, #M-27, "CLOW MEDALLION HYDRANT"	4	EA	$ 74.05	$ 74.05	$ 77.75

		Vendor Part No._____					
14	4210.315.1155	GASKET, PUMPER, NOZZLE, #M-37, "CLOW MEDALLION HYDRANT"	1	EA	$ 2.16	$ 2.16	$ 2.27
		Vendor Part No._____					
15	4210.315.1130	O-RING, BONNET, #M-32, "CLOW MEDALLION HYDRANT"	12	EA	$ 2.16	$ 2.16	$ 2.27
		Vendor Part No._____					
16	4210.315.1180	GASKET, HOSE, NOZZLE, # M-42, "CLOW MEDALLION HYDRANT"	6	EA	$ 1.09	$ 1.09	$ 1.14
		Vendor Part No._____					
17	4210.315.1210	FLANGE, SAFETY, #M-49, "CLOW MEDALLION HYDRANT"(ISSUED BY THE PAIR)	3	EA	$ 38.92	$ 38.92	$ 40.87
		Vendor Part No._____					
18	4210.315.1140	LOCK, PUMPER, NOZZLE, #M-34, "CLOW MEDALLION HYDRANT"	11	EA	$ 3.25	$ 3.25	$ 3.41
		Vendor Part No._____					
19	4210.315.1005	NUT, OPERATIONG, THRUST BEARING, #M-2, "CLOW MEDALLION HYDRANT"	30	EA	$ 1.09	$ 1.09	$ 1.14
		Vendor Part No._____					
20	4210.315.1165	LOCK, NOZZLE, NOSE, #M-39, "CLOW MEDALLION HYDRANT"	4	EA	$ 3.25	$ 3.25	$ 3.41
		Vendor Part No._____					
21	4210.315.1120	BOLTS & NUTS, BONNET, #M-29, "CLOW MEDALLION HYDRANT"	1	EA	$ 0.54	$ 0.54	$ 0.57
		Vendor Part No._____					
22	4210.315.1195	BOLTS & NUTS, SAFETY FLANGE, # M-46, "CLOW MEDALLION HYDRANT"	1	EA	$ 1.62	$ 1.62	$ 1.70
		Vendor Part No._____					
23	4210.315.1090	O-RING,SEAT RING, LOWER, M-20, "CLOW MEDALLION HYDRANT"	6	EA	$ 4.32	$ 4.32	$ 4.54

		Vendor Part No._____					
24	4210.315.1100	WASHER, LOCK, VALVE PLATE, LOWER, #M-22, "CLOW MEDALLION HYDRANT"	6	EA	$ 1.62	$ 1.62	$ 1.70
		Vendor Part No._____					
25	4210.315.1180	GASKET, HOSE, NOZZLE, # M-42, "CLOW MEDALLION HYDRANT"	44	EA	$ 1.09	$ 1.09	$ 1.14
		Vendor Part No._____					
26	4210.319.6750	HYDRANT, REPAIR KIT, CLOW, # R1620771, M-15 THRU M-24.	20	EA	$ 341.84	$ 341.84	$ 358.93
		Vendor Part No._____					
	City Of Chandler	Extension Kits / Clow - Note Not All Hydrants Parts Are Listed	Estimated 12 month usage	Unit of Measure	2013 Unit Price	2014 Extension 1 Unit Price	2015 Extension 2 Unit Price
27	4210.319.6710	HYDRANT, EXTENSION KIT, CLOW, 12"	5	EA	$ 385.75	$ 385.75	$ 405.04
		Vendor Part No._____					
29	4210.319.6700	HYDRANT, EXTENSION KIT, CLOW, 6"	1	EA	$ 330.34	$ 330.34	$ 346.86
		Vendor Part No._____					
		% Discount off listed items (or range) 30 %					
		% Discount off Additional Parts 10 %					

	City Of Chandler	SECTION 5 -- KENNEDY HYDRANT PARTS includes: Hydrant Repair / Replacement Parts To Include Extension Kits / Hydrant Grease To Repair Kennedy - Note Not All Hydrants Parts Are Listed	Estimated 12 month usage	Unit of Measure	2013 Unit Price	2014 Extension 1 Unit Price	2015 Extension 2 Unit Price
	STOCK NUMBER	DESCRIPTION- KENNEDY					
1	4210.316.3105	INSERT, SEAT RING, #K8127, "KENNEDY HYDRANT"	1	EA	$ 112.80	$ 112.80	$ 118.44
		Vendor Part No._____					
2	4210.316.3158	CAP, HOSE NOZZLE, 2-1/2", WITH 1-1/2" PENTAGON OPERATING NUT #K8144, "KENNEDY HYDRANT"	1	EA	$ 69.60	$ 69.60	$ 73.08
		Vendor Part No._____					
3	4210.316.3105	NUT, OPERATING, STEM, #K8102, "KENNEDY HYDRANT"	1	EA	$ 194.40	$ 194.40	$ 204.12
		Vendor Part No._____					
4	4210.316.3130	PLATE, BOTTOM, #K8132, "KENNEDY HYDRANT"	1	EA	$ 82.40	$ 82.40	$ 86.52
		Vendor Part No._____					
5	4120.316.3110	RING, SEAT, #K8128, "KENNEDY HYDRANT"	1	EA	$ 253.60	$ 253.60	$ 266.28
		Vendor Part No._____					
6	4120.316.3150	NOZZLE, STREAMER, #K8142, "KENNEDY HYDRANT"	1	EA	$ 242.40	$ 242.40	$ 254.52
		Vendor Part No._____					
7	4120.316.3166	O-RING, #K8145 FOR STREMER NOZZLE, "KENNEDY HYDRANT"	1	EA	$ 9.60	$ 9.60	$ 10.08
		Vendor Part No._____					
8	4120.316.3015	WASHER, THRUST, #K8106, "KENNEDY HYDRANT"	1	EA	$	$	$

					3.20	3.20	3.36
		Vendor Part No._____					
9	4120.316.3005	NUT, LOCK, STEM, # K8104, "KENNEDY HYDRANT"	1	EA	$ 60.80	$ 60.80	$ 63.84
		Vendor Part No._____					
10	4120.316.3151	NOZZLE, HOSE, #K8140, "KENNEDY HYDRANT"	1	EA	$ 110.40	$ 110.40	$ 115.92
		Vendor Part No._____					
11	4120.316.3125	VALVE, MAIN, #K8131, "KENNEDY HYDRANT"	1	EA	$ 143.20	$ 143.20	$ 150.36
		Vendor Part No._____					
12	4120.316.3155	GASKET, 4 1/2" NOZZLE, CAP, #K8143, "KENNEDY HYDRANT"	1	EA	$ 168.00	$ 168.00	$ 176.40
		Vendor Part No._____					
13	4120.316.3080	PIN, BRIDGE, #K-8121R, "KENNEDY HYDRANT"	1	EA	$ 12.60	$ 12.60	$ 13.23
		Vendor Part No._____					
14	4120.316.3075	O-RING, #K8120, "KENNEDY HYDRANT"	3	EA	$ 17.60	$ 17.60	$ 18.48
		Vendor Part No._____					
15	4120.316.3065	BOLTS & NUTS, #K8118, "KENNEDY HYDRANT"	12	EA	$ 86.40	$ 86.40	$ 90.72
		Vendor Part No._____					
16	4120.316.3025	BOLTS & NUTS, HYDRANT CAP, #K8108, "KENNEDY HYDRANT"	1	EA	$ 8.00	$ 8.00	$ 8.40
		Vendor Part No._____					
17	4210.316.3165	O-RING, #K8145 FOR HOSE NOZZLE, "KENNEDY HYDRANT"	1	EA	$ 4.00	$ 4.00	$ 4.20

		Vendor Part No._____					
18	4210.316.3085	PIN(8), CLEVIS, #K8122R, "KENNEDY HYDRANT"	3	EA	$ 14.40	$ 14.40	$ 15.12
		Vendor Part No._____					
19	4210.316.3175	KIT, COLLISION, REPAIR, #K8149, "KENNEDY HYDRANT"	4	EA	$ 284.80	$ 284.80	$ 299.04
		Vendor Part No._____					
20	4210.314.3050	STEM, UPPER, #K8114, "KENNEDY HYDRANT", (OPEN LEFT)	1	EA	$ 178.40	$ 178.40	$ 187.32
		Vendor Part No._____					
	City Of Chandler	Extension Kits - Kennedy - Note Not All Hydrants Parts Are Listed	Estimated 12 month usage	Unit of Measure	2013 Unit Price	2014 Extension 1 Unit Price	2015 Extension 2 Unit Price
21	4210.319.6500	HYDRANT, EXTENSION KIT, KENNEDY, 6" 5-1/2")	1	EA	$ 629.60	$ 629.60	$ 661.08
		Vendor Part No._____					
22	4210.319.6510	HYDRANT, EXTENSION KIT, KENNEDY, 12", (GUARDIAN 5-1/2")	1	EA	$ 735.20	$ 735.20	$ 771.96
		Vendor Part No._____					
		% Discount off listed itmes (or range) ___%					

	City Of Chandler	SECTION 6 -- MUELLER HYDRANT PARTS Includes: Repair / Replacement Parts To Include Extension Kits / Hydrant Grease To Repair Mueller - Note Not All Hydrants Parts Are Listed	Estimated 12 month usage	Unit of Measure	2013 Unit Price	2014 Extension 1 Unit Price	2015 Extension 2 Unit Price
	STOCK NUMBER	DESCRIPTION- MUELLER					
1	4210.314.7596	STEM, UPPER, MUELLER CENTURION, #A-11	2	EA	$ 104.88	$ 104.88	$ 110.12
		Vendor Part No._____					
2	4210.314.5844	O-RING, STEM, MUELLER CENTURION & IMPROVED, A-12/H-93	5	EA	$ 4.66	$ 4.66	$ 4.89
		Vendor Part No._____					
3	4210.314.7024	SEAT RING, A-43 MUELLER	9	EA	$ 164.68	$ 164.68	$ 172.91
		Vendor Part No._____					
4	4210.314.5844	O-RING, STEM, MUELLER CENTURION & IMPROVED, A-12/H-93	5	EA	$ 4.66	$ 4.66	$ 4.89
		Vendor Part No._____					
5	4210.314.5534	NUT, OPERATION, MUELLER CENTURION & IMPROVED, A-1/H-51	13	EA	$ 118.40	$ 118.40	$ 124.32
		Vendor Part No._____					
6	4210.314.6194	PLATE, UPPER VALVE, A-36 MUELLER	8	EA	$ 113.63	$ 113.63	$ 119.31
		Vendor Part No._____					
7	4210.314.1074	COUPLING, STEM, SAFETY, MUELLER CENTURION, A-25	11	EA	$ 44.92	$ 44.92	$ 47.17
		Vendor Part No._____					

8	4210.314.2444	GASKET, HOSE NOZZLE, MUELLER CENTURION & IMPROVED, A-19/H-72	46	EA	$ 2.56	$ 2.56	$ 2.69
		Vendor Part No._____					
9	4210.314.5834	O-RING, PUMPER NOZZLE, MUELLER CENTURION, A-16	2	EA	$ 4.66	$ 4.66	$ 4.89
		Vendor Part No._____					
10	4210.314.5784	O-RING, BOTTOM SEAT, A-44 MUELLER	3	EA	$ 4.66	$ 4.66	$ 4.89
		Vendor Part No._____					
11	4210.314.2164	FLANGE, SAFETY, MUELLER CENTURION, A-28, (ISSUED BY THE PAIR)	2	EA	$ 49.82	$ 49.82	$ 52.31
		Vendor Part No._____					
12	4210.314.5526	NUT, HOLD DOWN, MUELLER IMPROVED, H-53	11	EA	$ 37.62	$ 37.62	$ 39.50
		Vendor Part No._____					
13	4210.314.4924	VALVE, MAIN, RUBBER, A-45 MUELLER 5.25" (1975-1996)	10	EA	$ 92.72	$ 92.72	$ 97.36
		Vendor Part No._____					
14	4210.314.0824	CAP, HOSE NOZZLE, WITH 1-1/2" PENTAGON OPERATING NUT, A-21 MUELLER CENTURION: NST, YELLOW, 2-1/2", CI	6	EA	$ 44.19	$ 44.19	$ 46.40
		Vendor Part No._____					
15	4210.314.5429	NOZZLE, HOSE, MUELLER CENTURION, A-18, "LEFT-HAND THREAD"	4	EA	$ 42.74	$ 42.74	$ 44.88
		Vendor Part No._____					
16	4210.314.5424	NOZZLE, PUMPER, MUELLER CENTURION, A-14	1	EA	$ 137.39	$ 137.39	$ 144.26
		Vendor Part No._____					
17	4210.314.6196	PLUG, OIL FILLER, MUELLER CENT & IMPROVED, A-7 & H-98	104	EA	$ 2.43	$ 2.43	$ 2.55

	City Of Chandler	Extension Kits - Mueller - Note Not All Hydrants Parts Are Listed	Estimated 12 month usage	Unit of Measure	2013 Unit Price	2014 Extension 1 Unit Price	2015 Extension Unit Price
18	4210.319.6815	HYDRANT, EXTENSION KIT, MUELLER, #A-320, 12"	1	EA	$ 380.57	$ 380.57	$ 399.60
		Vendor Part No._____					
19	4210.319.6800	HYDRANT, EXTENSION KIT, 6", MUELLER, #A-320-006	1	EA	$ 325.94	$ 325.94	$ 342.24
		Vendor Part No._____					
		% Discount off listed items (or range) 20 %					

	City Of Chandler	SECTION 8 -- DUCTILE PIPE includes: Water Main Repair/Replacement Parts (4"-24") Includes All Items Needed To Repair Water Mains	Estimated 12 month usage	Unit of Measure	2013 Unit Price	2014 Extension 1 Unit Price	2015 Extension Unit Price
	STOCK NUMBER	Description- DIP SLEEVES/CAP/PLUG/ELBOWS/TEES					
1	4730.760.0010	SLEEVE, SOLID, MJ x MJ, 6"	1	EA	$ 38.90	$ 60.30	$ 63.32
		Vendor Part No._____					
2	4730.760.0015	SLEEVE, SOLID, MJ, 8"	1	EA	$ 63.40	$ 98.27	$ 103.18
		Vendor Part No._____					
3	4730.760.0025	SLEEVE, SOLID, MJ, 12"	1	EA	$ 100.58	$ 155.90	$ 163.70
		Vendor Part No._____					
4	4730.164.2900	CAP, WATER PIPE, CAST-IRON, MJ, SOLID, 12", WITHOUT ACCESSORIES	1	EA	$ 54.93	$ 85.14	$ 89.40
		Vendor Part No._____					
5	4730.165.3200	PLUG, CAST-IRON, MJ SOLID, 12"	1	EA	$ 0.01	$ 0.02	$ 0.02
		Vendor Part No._____					
6	4730.167.0620	ELBOW, CAST-IRON, 90 DEG 6", MJ X PLAIN END, W/O ACCESSORIES	1	EA	$ 0.01	$ 0.02	$ 0.02
		Vendor Part No._____					
7	4730.167.0650	ELBOW, CAST-IRON, MJ 90 DEG. X 6", W/O ACCESSORIES	1	EA	$ 43.85	$ 67.97	$ 71.37
		Vendor Part No._____					
8	4730.167.0600	ELBOW, CAST-IRON, MJ 45 DEG. X 6", W/O ACCESSORIES	1	EA	$	$	$

					34.97	54.20	56.91
		Vendor Part No._____					
9	4730.167.0610	ELBOW, CAST-IRON, MJ 45 DEG. X 8", W/O ACCESSORIES	1	EA	$ 51.57	$ 79.93	$ 83.93
		Vendor Part No._____					
10	4730.167.0655	ELBOW, CAST-IRON, MJ 90 DEG. X 8", W/O ACCESSORIES	1	EA	$ 61.67	$ 95.59	$ 100.37
		Vendor Part No._____					
11	4730.140.0010	TEE, DUCTILE, MJ, 6" X 6" X 6"	1	EA	$ 66.31	$ 102.78	$ 107.92
		Vendor Part No._____					
12	4730.140.0015	TEE, DUCTILE, MJ, 8" X 8" X 8"	1	EA	$ 93.84	$ 145.45	$ 152.72
		Vendor Part No._____					
13	4730.140.0020	TEE, DUCTILE, MJ, 10" X 10" X 10"	1	EA	$ 0.01	$ 0.02	$ 0.02
		Vendor Part No._____					
14	4730.140.0025	TEE, DUCTILE, MJ, 12" X 12" X 12"	1	EA	$ 215.23	$ 333.61	$ 350.29
		Vendor Part No._____					
		% Discount off listed items (or range) 75-90 %					

	City Of Chandler	SECTION 9 -- GATE VALVES Water Main Repair/Replacement Parts (4"-24") Includes All Items Needed To Repair Water Mains	Estimated 12 month usage	Unit of Measure	2013 Unit Price	2014 Extension 1 Unit Price	2015 Extension 2 Unit Price
	STOCK NUMBER	Description - Gate Valves					
1	4820.535.3000	VALVE, GATE, MJ, 10", IB, RESILIENT SEAL, W/O ACCESSORIES	1	EA	$ 0.01	$ 0.01	$ 0.01
		Vendor Part No._____					
2	4820.533.1800	VALVE, GATE, FLANGE X FLANGE, 6", IB, RESILIENT SEAL, W/O ACCESSORIES	1	EA	$ 524.81	$ 524.81	$ 551.05
		Vendor Part No._____					
3	4820.533.1905	VALVE, GATE, FLANGE X M J, 8", IB, RESILIENT SEAL, W/O ACCESSORIES, CLOW	1	EA	$ 789.73	$ 789.73	$ 829.22
		Vendor Part No._____					
4	4820.534.1800	VALVE, GATE, FLANGE X MJ, 6", IB, RESILIENT SEAL, W/O ACCESSORIES, CLOW	5	EA	$ 505.38	$ 505.38	$ 530.65
		Vendor Part No._____					
5	4820.535.1200	VALVE, GATE, MJ, 4", IB, RESILIENT SEAL, W/O ACCESSORIES	1	EA	$ 396.23	$ 396.23	$ 416.04
		Vendor Part No._____				$ -	
6	4820.535.1900	VALVE, GATE, MJ X MJ, 6", IB RESILIENT W/O ACCESSORIES, CLOW	8	EA	$ 505.38	$ 505.38	$ 530.65
		Vendor Part No._____					
7	4820.535.2400	VALVE, GATE, MJ X MJ, 8", IB, RESILIENT SEAL, W/O ACCESSORIES	4	EA	$ 804.90	$ 804.90	$ 845.15

		Vendor Part No._____				$ -	
8	4820.535.3600	VALVE, GATE, MJ, 12", IB, RESILIENT SEAL, W/O ACCESSORIES	3	EA	$ 1,588.02	$ 1,588.02	$ 1,667.42
		Vendor Part No._____					
9	4820.535.3700	VALVE, GATE, MJ, 16", IB, RESILIENT SEAL, W/O ACCESSORIES	1	EA	$ 4,275.00	$ 4,275.00	$ 4,488.75
		Vendor Part No._____					
10	4820.535.3900	VALVE, GATE, MJ, 24", IB, RESILIENT SEAL, W/O ACCESSORIES	1	EA	$ 0.01	$ 0.01	$ 0.01
		Vendor Part No._____					
		Nut & Bolt Kits					
11	4730.169.1301	KIT, BOLT,NUT & GASKET, 3" FLANGE, (3/4X3-1/4 CD PLATED BOLTS & NUTS)	10	EA	$ 5.13	$ 5.13	$ 5.39
		Vendor Part No._____					
12	4730.169.1303	KIT, BOLT,NUT & GASKET, 4" FLANGE,(3/4X3-1/4 CD PLATED BOLTS & NUTS)	17	EA	$ 8.96	$ 8.96	$ 9.41
		Vendor Part No._____					
13	4730.169.1306	KIT, BOLT, NUT & GASKET, 6" FLANGE, (3/4X3-1/4 CD PLATED BOLTS & NUTS)	6	EA	$ 13.42	$ 13.42	$ 14.09
		Vendor Part No._____					
14	4730.169.1308	KIT, BOLT,NUT & RUBBER GASKET, 8" FLANGE, (3/4X3-1/4 CD PLATED BOLTS & NUTS)	8	EA	$ 14.92	$ 14.92	$ 15.67
		Vendor Part No._____					
		% Discount off listed items (or range) 70 - 90 %					

	City Of Chandler	SECTION 10 -- HYMAX AND FLEX COUPLINGS for: Water Main Repair/Replacement Parts (4"-24")Includes All Items Needed To Repair Water Mains	Estimated 12 month usage	Unit of Measure	2013 Unit Price	2014 Extension 1 Unit Price	2015 Extension 2 Unit Price
	STOCK NUMBER	Description - Coupling's					
1	4730.700.6010	COUPLING, HYMAX, 4", 4.25-5.00 LR, 4.92-5.63 HR, #2000-0563-260	1	EA	$ 150.80	$ 150.80	$ 158.34
		Vendor Part No._____					
2	4730.701.9005	COUPLING, HYMAX, 6", 6.42-7.05 LR, 7.01-7.68 HR, #2000-0768-260	24	EA	$ 199.71	$ 199.71	$ 209.70
		Vendor Part No._____					
3	4730.701.9010	COUPLING, HYMAX, 8", 8.54-9.17 LR, 9.13-9.84 HR, #2000-0984-260	13	EA	$ 226.63	$ 226.63	$ 237.96
		Vendor Part No._____					
4	4730.701.9040	COUPLING, HYMAX, 10", 10.70-11.37 LR, 11.33-12.00 HR, #2000-1200-260	6	EA	$ 252.23	$ 252.23	$ 264.84
		Vendor Part No._____					
5	4730.701.9035	COUPLING, HYMAX, 12.40 -13.03 LR, 12.99-13.66 HR, #2000-1366-260	6	EA	$ 417.78	$ 417.78	$ 438.67
		Vendor Part No._____					
6	4730.701.9050	COUPLING, HYMAX, 16", 501-18. 97 X 18. 97 X 14, O.D 18.45-18.97	1	EA	$ 919.69	$ 919.69	$ 965.67
		Vendor Part No._____					
7	4730.701.9065	COUPLING, FLEX, TRANSITION, DUCTILE PIPE, 24", 25.80 X 26.32	1	EA	$ 1,081.92	$ 1,081.92	$ 1,136.02
		Vendor Part No._____					
		% Discount off listed items (or range) 70 - 90 %					

	City Of Chandler	SECTION 11 – SADDLES for: Water Main Repair/Replacement Parts (4"-24")Includes All Items Needed To Repair Water Mains	Estimated 12 month usage	Unit of Measure	2013 Unit Price	2014 Extension 1 Unit Price	2015 Extension 2 Unit Price
	STOCK NUMBER	Description - Saddles					
1	4730.721.3615	SADDLE, BRASS, SINGLE STRAP, 6 X 3/4, IP, O.D. 6.625, FOR STANDARD PIPE PCV, FORD PART # S91-603, BR1B	5	EA	$ 35.96	$ 35.96	$ 35.96
		Vendor Part No._____					
2	4730.721.3915	SADDLE, BRASS, SINGLE STRAP, 6 X 1, IP, O.D. 6.625, FOR STANDARD PIPE PVC, FORD PART # S71-604	9	EA	$ 35.96	$ 35.96	$ 35.96
		Vendor Part No._____					
3	4730.720.1400	SADDLE, BRASS, DOUBLE STRAP, 6 X 1-1/2 IP	1	EA	$ 87.28	$ 87.28	$ 87.28
		Vendor Part No._____					
4	4730.720.1300	SADDLE, BRASS, DOUBLE STRAP, 6 X 1 IP, BR2B	13	EA	$ 76.33	$ 76.33	$ 76.33
		Vendor Part No._____					
5	4730.720.1200	SADDLE, BRASS, DOUBLE STRAP, 6 X 3/4 IP, BR2B	12	EA	$ 76.33	$ 76.33	$ 76.33
		Vendor Part No._____					
6	4730.720.1100	SADDLE, BRASS, DOUBLE STRAP, 6 X 3/4 CC, #BR2B	8	EA	$ 76.33	$ 76.33	$ 76.33
		Vendor Part No._____					
7	4730.720.1500	SADDLE, BRASS, DOUBLE STRAP, 6 X 2 IP, FORD # 202B-7.50	8	EA	$ 95.95	$ 95.95	$ 95.95
		Vendor Part No._____					

8	4730.720.1800	SADDLE, BRASS, DOUBLE STRAP, 8 X 1 IP, 9.63, 202B-9.62XIP4	4	EA	$ 94.51	$ 94.51	$ 94.51
		Vendor Part No._____					
9	4730.720.1610	SADDLE, BRASS, DOUBLE STRAP, 8 X 3/4 IP, 9.05 - 9.62 OD., FORD # 202B-962-TAP	4	EA	$ 94.51	$ 94.51	$ 94.51
		Vendor Part No._____					
10	4730.720.1700	SADDLE, BRASS, DOUBLE STRAP, 8 X 1 CC, 9.63	3	EA	$ 94.51	$ 94.51	$ 94.51
		Vendor Part No._____					
11	4730.720.7400	SADDLE, BRASS, SINGLE STRAP, 8 X 1 IP, FOR PVC, # S71.804	3	EA	$ 94.51	$ 94.51	$ 94.51
		Vendor Part No._____					
12	4730.721.2505	SADDLE, BRASS, SINGLE STRAP, 4 X 1, IP, O.D. 4.50, FOR STANDRAD PIPE PCV, FORD PART # S71-404	1	EA	$ 35.74	$ 35.74	$ 35.74
		Vendor Part No._____					
13	4730.721.2305	SADDLE, BRASS, SINGLE STRAP, 4 X 3/4, IP, O.D. 4, BR1B, FOR STANDARD PIPE PVC	11	EA	$ 35.74	$ 35.74	$ 35.74
		Vendor Part No._____					
	City Of Chandler	Water Main Repair/Replacement Parts (4"-24")Includes All Items Needed To Repair Water Mains (Section4 of 7)	Estimated 12 month usage	Unit of Measure	2013 Unit Price	2014 Extension 1 Unit Price	2015 Extension 2 Unit Price
14	4730.721.3900	SADDLE, BRASS, SINGLE STRAP, 6 X 1 IP, FOR PVC	1	EA	$ 35.96	$ 35.96	$ 35.96
		Vendor Part No._____					
15	4730.721.3610	SADDLE, BRASS, SINGLE STRAP, 6 X 3/4, O.D. 6.80 IP FOR C900 PVC PIPE	1	EA	$ 35.96	$ 35.96	$ 35.96
		Vendor Part No._____					
16	4730.720.1810	SADDLE, BRASS, DOUBLE STRAP, 8 X 1-1/2 IP	3	EA	$ 99.47	$ 99.47	$ 99.47

		Vendor Part No._____					
17	4730.720.2400	SADDLE, BRASS, DOUBLE STRAP, 10" X 2", IP, 202B-12.12X IP7, AC PIPE	2	EA	$ 138.14	$ 138.14	$ 138.14
		Vendor Part No._____					
18	4730.720.1900	SADDLE, BRASS, DOUBLE STRAP, 8 X 2 IP, 9.05 -9.62 OD, #202b	1	EA	$ 108.43	$ 108.43	$ 108.43
		Vendor Part No._____					
19	4730.720.3200	SADDLE, BRASS, DOUBLE STRAP, 12 X 2 IP, 202B-14.38 X IP7	3	EA	$ 157.40	$ 157.40	$ 157.40
		Vendor Part No._____					
20	4730.720.2800	SADDLE, BRASS, DOUBLE STRAP, 12 X 1 IP, BR2B	4	EA	$ 137.05	$ 137.05	$ 137.05
		Vendor Part No._____					
21	4730.720.2510	SADDLE, BRASS, DOUBLE STRAP, 12 X 3/4 IP, 202B-14.38XIP3	1	EA	$ 137.05	$ 137.05	$ 137.05
		Vendor Part No._____					
22	4730.720.7100	SADDLE, BRASS, SINGLE STRAP, 8 X 3/4 IP	1	EA	$ 55.42	$ 55.42	$ 55.42
		Vendor Part No._____					
23	4730.720.4200	SADDLE, BRASS,DOUBLE STRAP,16X2 IP,202B-19.25XIP7 FOR AC PIPE	1	EA	$ 407.52	$ 407.52	$ 407.52
		Vendor Part No._____					
		% Discount off listed items (or range) 80 - 90 %					

	City Of Chandler	SECTION 12 -- CLAMPS for: Water Main Repair/Replacement Parts (4"-24") Includes All Items Needed To Repair Water Mains Note: Not All Clamps Are Listed	Estimated 12 month usage	Unit of Measure	2013 Unit Price	2014 Extension 1 Unit Price	2015 Extension 2 Unit Price
	STOCK NUMBER	Description - Repair Clamps					
		CLAMPS WITH 1"TAP					
1	4730.697.5000	CLAMP, REP, FULL CIRCLE, 6" X 12.5", 7.05-7.45 OD., WITH 1" TAP	3	EA	$ 98.98	$ 108.88	$ 108.88
		Vendor Part No._____					
2	4730.697.5005	CLAMP, REP, FULL CIRCLE, 8" X 12.5", 8.99 - 9.79 OD., WITH 1" TAP	1	EA	$ 113.68	$ 125.05	$ 125.05
		Vendor Part No._____					
3	4730.697.5015	CLAMP, REP, FULL CIRCLE, 12" X 15", 14.00-14.45 OD. , WITH 1" TAP	1	EA	$ 180.32	$ 198.35	$ 198.35
		Vendor Part No._____					
4	4730.697.5016	CLAMP, REP, FULL CIRCLE, 4" X 7.5", 4.45-4.73 OD., CR1 475, WITH 1" TAP	1	EA	$ 59.78	$ 65.76	$ 65.76
		Vendor Part No._____					
5	4730.697.5017	CLAMP, REP, FULL CIRCLE, 4" X 12.5", 4.74-5.14 OD., CR1 515	1	EA	$ 87.22	$ 95.94	$ 95.94
		Vendor Part No._____					
6	4730.697.5019	CLAMP, REP, FULL CIRCLE, 6" X 12.5", 6.84-7.24 OD., CR1 724, WITH 1" TAP	1	EA	$ 98.00	$ 107.80	$ 107.80
		Vendor Part No._____					
7	4730.697.5020	CLAMP, REP, FULL CIRCLE, 8" X 12.5", 8.99-9.39 OD., CR1 940, WITH 1" TAP	1	EA	$ 113.68	$ 125.05	$ 125.05
		Vendor Part No._____					

8	4730.697.5023	CLAMP, REP, FULL CIRCLE, 12" X 12.5", 13.1-13.5 OD., CR1 1350, WITH 1" TAP	1	EA	$ 148.96	$ 163.86	$ 163.86
		Vendor Part No._____					
		4" Note: Not All Clamps Are Listed					
9	4730.651.4001	CLAMP, REP, SS, SL, 4 X 7, 4.75-5.15, 401-7-515: F1-514-7.5	1	EA	$ 41.16	$ 45.28	$ 45.28
		Vendor Part No._____					
10	4730.651.6000	CLAMP, REP, SS, SL, 4 X 12, 4.74-5.14, FS1-514X12.5	1	EA	$ 67.62	$ 74.38	$ 74.38
		Vendor Part No._____					
		6" Note: Not All Clamps Are Listed					
11	4730.655.3000	CLAMP, REP, SS, SL, 6 X 12, 7.05-7.45, SS BOLTS & NUTS, FS1-745-12.5	6	EA	$ 79.38	$ 87.32	$ 87.32
		Vendor Part No._____					
12	4730.655.4000	CLAMP, REP, SS, SL, 6 X 15, 7.05-7.45, FS1-745	5	EA	$ 92.12	$ 101.33	$ 101.33
		Vendor Part No._____					
13	4730.654.6006	CLAMP, REP, SS, SL, 6 X 12, 6.84-7.24, F1-724-12.5	4	EA	$ 78.40	$ 86.24	$ 86.24
		Vendor Part No._____					
14	4730.654.4006	CLAMP, REP, SS, SL, 6 X 12, 6.56-6.96, FS1-696-12.5	1	EA	$ 74.48	$ 81.93	$ 81.93
		Vendor Part No._____					
15	4730.655.8001	CLAMP, REP, FSI, SS, 6 X 20, 7.05-7.45	3	EA	$ 134.26	$ 147.69	$ 147.69
		Vendor Part No._____					

		8" Note: Not All Clamps Are Listed					
16	4730.697.5006	CLAMP, REP, FULL CIRCLE, 8" X 12.5", 8.99 - 9.79 OD., PART# F2.949.12	2	EA	$ 93.10	$ 102.41	$ 102.41
		Vendor Part No._____					
17	4730.656.6001	CLAMP, REP, SS, SL, 8" X 10", 8.54-8.94, FS1-894-10	3	EA	$ 76.54	$ 84.19	$ 84.19
		Vendor Part No._____					
18	4730.657.0003	CLAMP, REP, SS, SL, 8 X 12.5,8.99-9.39, F1-939-12.5	4	EA	$ 93.10	$ 102.41	$ 102.41
		Vendor Part No._____					
19	4730.657.2001	CLAMP, REP, SS, SL, 8 X 15, 8.99-9.39, 401-15-939/FS1	4	EA	$ 111.72	$ 122.89	$ 122.89
		Vendor Part No._____					
20	4730.657.6001	CLAMP, REP, SS, SL, 8 X 25, 8.99-9.39, SS NUTS & BOLTS,FS1-939X24	3	EA	$ 185.22	$ 203.74	$ 203.74
		Vendor Part No._____					
		10" Note: Not All Clamps Are Listed					
21	4730.658.4001	CLAMP, REP, SS, SL, 10 X 12, 10.64-11.04, FS1-1104-12.5	1	EA	$ 107.80	$ 118.58	$ 118.58
		Vendor Part No._____					
22	4730.658.5004	CLAMP, REP SS, SL, 10 X 12, 11.10-11.44, FS1-1144-12.5	3	EA	$ 110.74	$ 121.81	$ 121.81
		Vendor Part No._____					
23	4730.658.6004	CLAMP, REP, SS, SL, 10 X 20, 11.10-11.44, F1S-1144-20, #FS1	3	EA	$ 186.20	$ 204.82	$ 204.82
		Vendor Part No._____					
24	4730.659.0001	CLAMP, REP, SS, SL, 10 X 25, 11.01-11.44	1	EA	$	$	$

					208.74	229.61	229.61
		Vendor Part No._____					
		12" Note: Not All Clamps Are Listed					
25	4730.660.8010	CLAMP, REP, SS, SL, 12 X 15, 14.00-14.40,SS BOLTS&NUTS,FS1-1440-15	2	EA	$ 168.56	$ 185.42	$ 185.42
		Vendor Part No._____					
26	4730.660.8005	CLAMP, REP, SS, SL, 12 X 12-1/2, 14.00-14.40, FS1-1440-12.5	1	EA	$ 134.26	$ 147.69	$ 147.69
		Vendor Part No._____					
27	4730.662.1001	CLAMP, REP, SS, SL, 12 X 15, 14.00-14.80 SS	1	EA	$ 225.40	$ 247.94	$ 247.94
		Vendor Part No._____					
28	4730.661.3002	CLAMP, REP, SS, SL, 12 X 24, 14.00-14.40, #CR1 1440	1	EA	$ 265.58	$ 292.14	$ 292.14
		Vendor Part No._____					
29	4730.660.4001	CLAMP, REP, SS, SL, 12 X 25, 13.10-13.50	1	EA	$ 247.94	$ 272.73	$ 272.73
		Vendor Part No._____					
		16" Note: Not All Clamps Are Listed					
30	4730.649.7005	CLAMP, REP, SS, DL, 16 X 7.5, 17.40-17.80	1	EA	$ 232.26	$ 255.49	$ 255.49
		Vendor Part No._____					
31	4730.650.0006	CLAMP, REP, SS, DL, 16 X 20, 18.46-19.21	1	EA	$ 240.10	$ 264.11	$ 264.11
		Vendor Part No._____					
32	4730.647.4050	CLAMP, REP, SS, TL, 20 X 15, 21.60-22.80O.D. , FS3-2280-15	1	EA	$	$	$

					502.74	553.01	553.01
		Vendor Part No._____					
33	4730.662.2002	CLAMP, REP, SS, SL, 24 X 20, SS BOLTS&NUTS, F73-2700.20	1	EA	$ 1,070.16	$ 1,177.18	$ 1,177.18
		Vendor Part No._____					
		% Discount off listed items (or range) 70 - 90 %					

	City Of Chandler	SECTION 13 -- MJ KITS for: Water Main Repair/Replacement Parts (4"-24") Includes All Items Needed To Repair Water Mains	Estimated 12 month usage	Unit of Measure	2013 Unit Price	2014 Extension 1 Unit Price	2015 Extension 2 Unit Price
	STOCK NUMBER	Description - KIT, ACCESSORY, MJ, W/FOLLOWER AND MEGA LUGS					
		MJ KITS					
1	4730.169.1250	KIT, ACCESSORY, MJ, W/FOLLOWER, 6", STD GLAND, TRAN GASKET	2	EA	$ 16.65	$ 16.65	$ 17.48
		Vendor Part No._____					
2	4730.169.0400	KIT, ACCESSORY, MJ, W/FOLLOWER, 4", STD GLAND, STD GASKET	2	EA	$ 10.13	$ 10.13	$ 10.64
		Vendor Part No._____					
3	4730.169.0600	KIT, ACCESSORY, MJ, W/FOLLOWER, 6", STD GLAND, STD GASKET	53	EA	$ 13.50	$ 13.50	$ 14.18
		Vendor Part No._____					
4	4730.169.1200	KIT, ACCESSORY, MJ, W/FOLLOWER, 12", STD GLAND, STD GASKET	28	EA	$ 23.18	$ 23.18	$ 24.34
		Vendor Part No._____					
5	4730.169.1000	KIT, ACCESSORY, MJ, W/FOLLOWER, 10", STD GLAND, STD GASKET	4	EA	$ 22.28	$ 22.28	$ 23.39
		Vendor Part No._____					
6	4730.169.0800	KIT, ACCESSORY, MJ, W/FOLLOWER, 8", STD GLAND, STD GASKET	25	EA	$ 15.30	$ 15.30	$ 16.07
		Vendor Part No._____					
7	4730.169.1250	KIT, ACCESSORY, MJ, W/FOLLOWER, 16", STD GLAND, STD GASKET	1	EA	$ 37.80	$ 37.80	$ 39.69
		Vendor Part No._____					

		MEGA LUGS					
8	4730.703.0300	MEGA LUG THRUST RESTRAINT, MJ, DIP, 6"	35	EA	$ 20.70	$ 20.70	$ 21.74
		Vendor Part No._____					
9	4730.703.0350	MEGA LUG THRUST RESTRAINT, MJ, DIP, 8"	16	EA	$ 31.50	$ 31.50	$ 33.08
		Vendor Part No._____					
10	4730.703.0400	MEGA LUG THRUST RESTRAINT, MJ, DIP, 10"	6	EA	$ 41.40	$ 41.40	$ 43.47
		Vendor Part No._____					
11	4730.703.0450	MEGA LUG THRUST RESTRAINT, MJ, DIP, 12"	20	EA	$ 67.50	$ 67.50	$ 70.88
		Vendor Part No._____					
		MEGA LUGS PVC					
12	4730.705.4506	MEGA LUG THRUST RESTRAINT, 6", C900 & IPS, RED	5	EA	$ 26.10	$ 26.10	$ 27.41
		Vendor Part No._____					
13	4730.705.4508	MEGA LUG THRUST RESTRAINT, 8", C900 & IPS, RED	5	EA	$ 38.70	$ 38.70	$ 40.64
		Vendor Part No._____					
14	4730.705.4510	MEGA LUG THRUST RESTRAINT, 10", C900 & IPS, RED	5	EA	$ 72.90	$ 72.90	$ 76.55
		Vendor Part No._____					
15	4730.705.4512	MEGA LUG THRUST RESTRAINT, 12", C900 & IPS, RED	5	EA	$ 76.50	$ 76.50	$ 80.33
		Vendor Part No._____					
16	4730.705.4516	MEGA LUG THRUST RESTRAINT, 16", F/C900, RED	5	EA	$ 164.70	$ 164.70	$ 172.94

		Vendor Part No._____					
		% Discount off listed items (or range) 70 - 90 %					

	City Of Chandler	SECTION 15 -- VALVE TOP & BOTTOM RISER EXTENSIONS for: Water Main Repair/Replacement Parts (4"-24") Includes All Items Needed To Repair Water Mains	Estimated 12 month usage	Unit of Measure	2013 Unit Price	2014 Extension 1 Unit Price	2015 Extension 2 Unit Price
	STOCK NUMBER	Description- DIP-VALVE BOX TOP & BOTTOMS/VALVE BOX RISERS/VALVE BOX RECLAIMED TOP & BOTTOM					
1	4730.179.2500	VALVE BOX, TOP, 16", SERIES 6855 ITEM 562A-T16 STAR, "SLIP STYLE"	35	EA	$ 20.24	$ 22.26	$ 23.37
		Vendor Part No._____					
2	4730.179.2700	VALVE BOX, TOP, 26", 26T, STAR, "SLIP STYLE", HEAVY DUTY	39	EA	$ 20.24	$ 22.26	$ 23.37
		Vendor Part No._____					
3	4730.179.1000	VALVE BOX, BOTTOM, 24", VBB562A STAR HEAVY DUTY	10	EA	$ 20.24	$ 22.26	$ 23.37
		Vendor Part No._____					
4	4730.179.1500	VALVE BOX, BOTTOM, 36", SIGMA	18	EA	$ 27.60	$ 30.36	$ 31.88
		Vendor Part No._____					
5	4730.179.3020	VALVE BOX, RISER, 2"	205	EA	$ 13.80	$ 15.18	$ 15.94
		Vendor Part No._____					
6	4730.179.3010	VALVE BOX, RISER, 3"	48	EA	$ 14.72	$ 16.19	$ 17.00
		Vendor Part No._____					
7	4730.179.3000	VALVE BOX, RISER, 4"	36	EA	$ 17.48	$ 19.23	$ 20.19
		Vendor Part No._____					

8	4730.179.2400	VALVE BOX, TOP, RECLAIMED WATER, SQUARE TOP-ROUND BOTTOM	3	EA	$ 101.20	$ 111.32	$ 116.89
		Vendor Part No._____					
9	4730.179.4002	EXTENSION, VALVE STEM, 2', # 59VSEO2M	2	EA	$ 99.36	$ 109.30	$ 114.77
		Vendor Part No._____					
10	4730.179.4003	EXTENSION, VALVE STEM, 3', # 59VSEO3M	6	EA	$ 99.36	$ 109.30	$ 114.77
		Vendor Part No._____					
11	4730.179.4004	EXTENSION, VALVE STEM, 4', # 59VSEO4M	2	EA	$ 110.40	$ 121.44	$ 127.51
		Vendor Part No._____					
		% Discount off for listed items (or range) _70 - 90_%					

File #: 15-289, **Version:** 1

AUTHORIZATION TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH WILSON ENGINEERS AND APPROVE THE EXPENDITURE OF FUNDS FOR ODOR CONTROL AND DISINFECTION SYSTEM IMPROVEMENTS AT THE WEST AREA WATER RECLAMATION FACILITY

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

Purpose and Recommended Action

This is a request for City Council to authorize the Acting City Manager to enter into a professional services agreement with Wilson Engineers for the design and construction administration services phases and approve expenditure of funds for all phases in an amount not to exceed $356,710 for odor control and disinfection systems improvements at the West Area Water Reclamation Facility.

Background

The West Area Water Reclamation Facility (WAWRF) commenced operations in 2001. This facility has a capacity of processing 11.5 Million Gallons per day (MGD) of raw sewage. Currently it treats approximately 5.5 MGD but it is expected to see a gradual and steady increase of flow due to growth in the west area of the city.

Resilience and reliability of all process equipment are essential for maintaining the rated treatment capacity and assuring compliance with all regulatory limits while supporting growth in the city. Facility process equipment needs periodic assessments and improvements to maintain effective operation.

After years of continuous operations, the harsh environment of a water reclamation facility has caused corrosion and material deterioration in the odor control and disinfection systems. The original equipment has reached the end of its expected life and needs significant rehabilitation and replacement with more efficient, eco-friendly, and reliable technologies.

Analysis

Staff advertised a request for proposal (RFP) Project 121331 for engineering services to evaluate the condition of the odor control system (phase I), design (phase II) and construction administration (phase III) for the rehabilitation and/or replacement of the system. Following completion of Phase I, work would begin on the next two phases. There were five respondents. Wilson Engineering was selected to perform the services for phase I and was contracted for an amount not to exceed $49,330 on February 12, 2014. The result of this assessment would determine the need for further action. At this time, staff is recommending to move forward with phase II and phase III which include design and construction services to be provided by Wilson Engineers as identified in the RFP.

This action will authorize the City Manager to enter into a professional services agreement with Wilson

Engineers for phase II and phase III services and authorize the expenditure of funds for all three phases in an amount not to exceed $356,710. Staff will seek council approval for the construction agreement for phase III at a later time.

Community Benefit/Public Involvement

Controlling odors at a water reclamation facility ensures quality of life for residents and businesses in the vicinity of our facilities and maintains a safe working environment for employees. Proper disinfection of plant's effluent assures regulatory compliance and public safety.

Budget and Financial Impacts

The total cost for all three phases is an amount not to exceed $356,710. Funding for phase I for $49,330 has been expended. The remaining funding for phases II and III for $307,380 is available in the Water Services capital improvement budget.

Cost	Fund-Department-Account
$116,710	**2360-60008-551000, WAWRF Phase IV Improvements**
$190,670	**2360-60008-551200, WAWRF Phase IV Improvements**

Capital Expense? Yes

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?

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C-

PROFESSIONAL SERVICES AGREEMENT

West Area Water Reclaimation Facility
Odor Control and Disinfection System Improvements
Project Number 121331

Phase II – Design Services and Phase III – Construction Administration Services

This Professional Services Agreement ("Agreement") is entered into and effective between CITY OF GLENDALE, an Arizona municipal corporation ("City") and Wilson Engineers, a Limited Liability Company, authorized to do business in the State of Arizona,("Consultant") as of the _____ day of _____, 2015 ("Effective Date").

RECITALS

A. City intends to undertake a project for the benefit of the public and with public funds that is more fully set forth in **Exhibit A**, Project (the "Project");

B. City desires to retain the professional services of Consultant to perform certain specific duties and produce the specific work as set forth in the attached **Exhibit B**, Project Scope of Work ("Scope");

C. Consultant desires to provide City with professional services ("Services") consistent with best consulting or architectural practices and the standards set forth in this Agreement, in order to complete the Project; and

D. City and Consultant desire to memorialize their agreement with this document.

AGREEMENT

The parties hereby agree as follows:

1. Key Personnel; Other Consultants and Subcontractors.

1.1 Professional Services. Consultant will provide all Services necessary to assure the Project is completed timely and efficiently consistent within Project requirements, including, but not limited to, working in close interaction and interfacing with City and its designated employees, and working closely with others, including other consultants or contractors, retained by City.

1.2 Project Team.

a. Project Manager.

(1) Consultant will designate an employee as Project Manager with sufficient training, knowledge, and experience to, in the City's opinion, complete the project and handle all aspects of the Project such that the work produced by Consultant is consistent with applicable standards as detailed in this Agreement; and

(2) The City must approve the designated Project Manager.

b. Project Team.

(1) The Project Manager and all other employees assigned to the Project by Consultant will comprise the "Project Team."

(2) Project Manager will have responsibility for and will supervise all other employees assigned to the Project by Consultant.

c. Discharge, Reassign, Replacement.

(1) Consultant acknowledges the Project Team is comprised of the same persons and roles for each as may have been identified in **Exhibit A**.

(3) Consultant will change any of the members of the Project Team at the City's request if an employee's performance does not equal or exceed the level of competence that the City may reasonably expect of a person performing those duties, or if the acts or omissions of that person are detrimental to the development of the Project.

d. Subcontractors.

(1) Consultant may engage specific technical contractors (each a "Subcontractor") to furnish certain service functions.

(2) Consultant will remain fully responsible for Subcontractor's services.

(3) Subcontractors must be approved by the City.

(4) Consultant will certify by letter that all contracts with Subcontractors have been executed incorporating requirements and standards as set forth in this Agreement.

2. **Schedule.** The Services will be undertaken in a manner that ensures the Project is completed timely and efficiently in accordance with the Project.

3. **Consultant's Work.**

3.1 Standard. Consultant must perform Services in accordance with the standards of due diligence, care, and quality prevailing among consultants having substantial experience with the successful furnishing of Services for projects that are equivalent in size, scope, quality, and other criteria under the Project and identified in this Agreement.

3.2 Licensing. Consultant warrants that:

a. Consultant and its Subconsultants or Subcontractors will hold all appropriate and required licenses, registrations and other approvals necessary for the lawful furnishing of Services ("Approvals"); and

b. Neither Consultant nor any Subconsultant or Subcontractor has been debarred or otherwise legally excluded from contracting with any federal, state, or local governmental entity ("Debarment").

(1) City is under no obligation to ascertain or confirm the existence or issuance of any Approvals or Debarments, or to examine Consultant's contracting ability.

(2) Consultant must notify City immediately if any Approvals or Debarment changes during the Agreement's duration. The failure of the Consultant to notify City as required will constitute a material default under the Agreement.

3.3 Compliance. Services will be furnished in compliance with applicable federal, state, county and local statutes, rules, regulations, ordinances, building codes, life safety codes, and other standards and criteria designated by City.

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

3.4 Coordination; Interaction.

a. For projects that the City believes requires the coordination of various professional services, Consultant will work in close consultation with City to proactively interact with any other professionals retained by City on the Project ("Coordinating Project Professionals").

b. Consultant will meet to review the Project, Schedule and in-progress work with Coordinating Project Professionals and City as often and for durations as City reasonably considers necessary in order to ensure the timely work delivery and Project completion.

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

3.5 Work Product.

a. Ownership. Upon receipt of payment for Services furnished, Consultant grants to City, and will cause its Subconsultants or Subcontractors to grant to the City, the exclusive ownership of and all copyrights, if any, to evaluations, reports, drawings, specifications, project manuals, surveys, estimates, reviews, minutes, all "architectural work" as defined in the United States Copyright Act, 17 U.S.C § 101, *et seq.*, and other intellectual work product as may be applicable ("Work Product").

(1) This grant is effective whether the Work Product is on paper (e.g., a "hard copy"), in electronic format, or in some other form.

(2) Consultant warrants, and agrees to indemnify, hold harmless and defend City for, from and against any claim that any Work Product infringes on third-party proprietary interests.

b. Delivery. Consultant will deliver to City copies of the preliminary and completed Work Product promptly as they are prepared.

c. City Use.

(1) City may reuse the Work Product at its sole discretion.

(2) In the event the Work Product is used for another project without further consultations with Consultant, the City agrees to indemnify and hold Consultant harmless from any claim arising out of the Work Product.

(3) In such case, City will also remove any seal and title block from the Work Product.

4. Compensation for the Project.

4.1 Compensation. Consultant's compensation for the Project, including those furnished by its Subconsultants or Subcontractors will not exceed $307,380.00 as specifically detailed in **Exhibit D** ("Compensation").

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

a. Adjustments to Compensation require a written amendment to this Agreement and may require City Council approval.

b. Additional services which are outside the Scope of the Project contained in this Agreement may not be performed by the Consultant without prior written authorization from the City.

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

4.3 Allowances. An "Allowance" may be identified in **Exhibit D** only for work that is required by the Scope and the value of which cannot reasonably be quantified at the time of this Agreement.

a. As stated in Sec. 4.1 above, the Compensation must incorporate all Allowance amounts identified in **Exhibit D** and any unused allowance at the completion of the Project will remain with City.

b. Consultant may not add any mark-up for work identified as an Allowance and which is to be performed by a Subconsultant.

c. Consultant will not use any portion of an Allowance without prior written authorization from the City.

d. Examples of Allowance items include, but are not limited to, subsurface pothole investigations, survey, geotechnical investigations, public participation, radio path studies and material testing.

4.4 Expenses. City will reimburse Consultant for certain out-of-pocket expenses necessarily incurred by Consultant in connection with this Agreement, without mark-up (the "Reimbursable Expenses"), including, but not limited to, document reproduction, materials for book preparation, postage, courier and overnight delivery costs incurred with Federal Express or similar carriers, travel and car mileage, subject to the following:

a. Mileage, airfare, lodging and other travel expenses will be reimbursable only to the extent these would, if incurred, be reimbursed to City of Glendale personnel under its policies and procedures for business travel expense reimbursement made available to Consultant for review prior to the Agreement's execution, and which policies and procedures will be furnished to Consultant;

b. The Reimbursable Expenses in this section are approved in advance by City in writing; and

c. The total of all Reimbursable Expenses paid to Consultant in connection with this Agreement will not exceed the "not to exceed" amount identified for Reimbursable Services in the Compensation.

5. Billings and Payment.

5.1 Applications.

a. Consultant will submit monthly invoices (each, a "Payment Application") to City's Project Manager and City will remit payments based upon the Payment Application as stated below.

b. The period covered by each Payment Application will be one calendar month ending on the last day of the month.

5.2 Payment.

a. After a full and complete Payment Application is received, City will process and remit payment within 30 days.

b. Payment may be subject to or conditioned upon City's receipt of:

(1) Completed work generated by Consultant and its Subconsultants and Subcontractors; and

(2) Unconditional waivers and releases on final payment from all Subconsultants and Subcontractors as City may reasonably request to assure the Project will be free of claims arising from required performances under this Agreement.

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

a. If the Payment Application is rejected, the Project Manager will issue a written listing of the items not approved for payment.

b. City may withhold an amount sufficient to pay expenses that City reasonably expects to incur in correcting the deficiency or deficiencies rejected for payment.

6. **Termination.**

6.1 For Convenience. City may terminate this Agreement for convenience, without cause, by delivering a written termination notice stating the effective termination date, which may not be less than 15 days following the date of delivery.

a. Consultant will be equitably compensated for Services furnished prior to receipt of the termination notice and for reasonable costs incurred.

b. Consultant will also be similarly compensated for any approved effort expended, and approved costs incurred, that are directly associated with Project closeout and delivery of the required items to the City.

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

a. Consultant will not be entitled to further payment until after City has determined its damages. If City's damages resulting from the breach, as determined by City, are less than the equitable amount due but not paid Consultant for Services furnished, City will pay the amount due to Consultant, less City's damages, in accordance with the provision of Sec. 5.

b. If City's direct damages exceed amounts otherwise due to Consultant, Consultant must pay the difference to City immediately upon demand; however, Consultant will not be subject to consequential damages more than $1,000,000 or the amount of this Agreement, whichever is greater.

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

8. **Insurance.** For the duration of the term of this Agreement, Contractor shall procure and maintain insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of all tasks or work necessary to complete the Project as herein defined. Such insurance shall cover Contractor, its agent(s), representative(s), employee(s) and any subcontractors.

8.1 **Minimum Scope and Limit of Insurance.** Coverage must be at least as broad as:

a. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01, including products and completed operations, with limits of no less than **$1,000,000** per occurrence for bodily injury, personal injury, and property damage. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

b. Automobile Liability: Insurance Services Office Form Number CA 0001 covering Code 1 (any auto), with limits no less than **$1,000,000** per accident for bodily injury and property damage.

c. Worker's Compensation: Insurance as required by the State of Arizona, with Statutory Limits, and Employers' Liability insurance with a limit of no less than **$1,000,000** per accident for bodily injury or disease.

8.2 **Other Insurance Provisions.** The insurance policies required by the Section above must contain, or be endorsed to contain the following insurance provisions:

a. **The City, its officers, officials, employees and volunteers are to be covered as additional insureds** of the CGL and automobile policies for any liability arising from or in connection with the performance of all tasks or work necessary to complete the Project as herein defined. Such liability may arise, but is not limited to, liability for materials, parts or equipment furnished in connection with any tasks, or work performed by Contractor or on its behalf and for liability arising from automobiles owned, leased, hired or borrowed

on behalf of the Contractor. General liability coverage can be provided in the form of an endorsement to the Contractor's existing insurance policies, provided such endorsement is at least as broad as ISO Form CG 20 10, 11 85 or both CG 20 10 and CG 23 37, if later revisions are used.

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

c. Each insurance policy required by this Section shall provide that coverage shall not be canceled, except after providing notice to the City.

8.3 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of no less than A: VII, unless the Contractor has obtained prior approval from the City stating that a non-conforming insurer is acceptable to the City.

8.4 Waiver of Subrogation. **Contractor hereby agrees to waive its rights of subrogation which any insurer may acquire** from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation. The Workers' Compensation Policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Contractor, its employees, agent(s) and subcontractor(s).

8.5 Verification of Coverage. Within 15 days of the Effective Date of this Agreement, Contractor shall furnish the City with original certificates and amendatory endorsements, or copies of any applicable insurance language making the coverage required by this Agreement effective. All certificates and endorsements must be received and approved by the City before work commences. Failure to obtain, submit or secure the City's approval of the required insurance policies, certificates or endorsements prior to the City's agreement that work may commence shall not waive the Contractor's obligations to obtain and verify insurance coverage as otherwise provided in this Section. The City reserves the right to require complete, certified copies of all required insurance policies, including any endorsements or amendments, required by this Agreement at any time during the Term stated herein.

Contractor's failure to obtain, submit or secure the City's approval of the required insurance policies, certificates or endorsements shall not be considered a Force Majeure or defense for any failure by the Contractor to comply with the terms and conditions of the Agreement, including any schedule for performance or completion of the Project.

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

8.7 Special Risk or Circumstances. The City reserves the right to modify these insurance requirements, including any limits of coverage, based on the nature of the risk, prior experience, insurer, coverage or other circumstances unique to the Contractor, the Project or the insurer.

9. Immigration Law Compliance.

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

9.2 Any breach of warranty under this section is considered a material breach of this Agreement and is subject to penalties up to and including termination of this Agreement.

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

9.4 City may conduct random inspections, and upon request of City, Consultant will provide copies of papers and records of Consultant demonstrating continued compliance with the warranty under this section. Consultant agrees to keep papers and records available for inspection by the City during normal business hours and will cooperate with City in exercise of its statutory duties and not deny access to its business premises or applicable papers or records for the purposes of enforcement of this section.

9.5 Consultant agrees to incorporate into any subcontracts under this Agreement the same obligations imposed upon Consultant and expressly accrue those obligations directly to the benefit of the City. Consultant also agrees to require any Subconsultant or Subcontractor to incorporate into each of its own subcontracts under this Agreement the same obligations above and expressly accrue those obligations to the benefit of the City.

9.6 Consultant's warranty and obligations under this section to the City is continuing throughout the term of this Agreement or until such time as the City determines, in its sole discretion, that Arizona law has been modified in that compliance with this section is no longer a requirement.

9.7 The "E-Verify Program" above means the employment verification program administered by the United States Department of Homeland Security, the Social Security Administration, or any successor program.

10. Notices.

10.1 A notice, request or other communication that is required or permitted under this Agreement (each a "Notice") will be effective only if:

a. The Notice is in writing; and

b. Delivered in person or by overnight courier service (delivery charges prepaid), certified or registered mail (return receipt requested).

c. Notice will be deemed to have been delivered to the person to whom it is addressed as of the date of receipt, if:

(1) Received on a business day before 5:00 p.m. at the address for Notices identified for the Party in this Agreement by U.S. Mail, hand delivery, or overnight courier service; or

(2) As of the next business day after receipt, if received after 5:00 p.m.

d. The burden of proof of the place and time of delivery is upon the Party giving the Notice.

e. Digitalized signatures and copies of signatures will have the same effect as original signatures.

10.2 Representatives.

a. Consultant. Consultant's representative (the "Consultant's Representative") authorized to act on Consultant's behalf with respect to the Project, and his or her address for Notice delivery is:

Stephen Todd
Wilson Engineers, LLC
9633 South 48th Street, Suite 290
Phoenix, Arizona 85044

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

City of Glendale
c/o Tom Kaczmarowski
5850 West Glendale Avenue, Suite 315
Glendale, Arizona 85301

With required copy to:

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

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

c. Concurrent Notices.

(1) All notices to City's representative must be given concurrently to City Manager and City Attorney.

(2) A notice will not be deemed to have been received by City's representative until the time that it has also been received by the City Manager and the City Attorney.

(3) City may appoint one or more designees for the purpose of receiving notice by delivery of a written notice to Consultant identifying the designee(s) and their respective addresses for notices.

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

11. **Financing Assignment.** City may assign this Agreement to any City-affiliated entity, including a non-profit corporation or other entity whose primary purpose is to own or manage the Project.

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

12.1 Integration. This Agreement contains, except as stated below, the entire agreement between City and Consultant and supersedes all prior conversations and negotiations between the parties regarding the Project or this Agreement.

a. Neither Party has made any representations, warranties or agreements as to any matters concerning the Agreement's subject matter.

b. Representations, statements, conditions, or warranties not contained in this Agreement will not be binding on the parties.

c. Inconsistencies between the solicitation, any addenda attached to the solicitation, the response or any excerpts attached as **Exhibit A**, and this Agreement, will be resolved by the terms and conditions stated in this Agreement.

12.2 Interpretation.

a. The parties fairly negotiated the Agreement's provisions to the extent they believed necessary and with the legal representation they deemed appropriate.

b. The parties are of equal bargaining position and this Agreement must be construed equally between the parties without consideration of which of the parties may have drafted this Agreement.

c. The Agreement will be interpreted in accordance with the laws of the State of Arizona.

12.3 Survival. Except as specifically provided otherwise in this Agreement, each warranty, representation, indemnification and hold harmless provision, insurance requirement, and every other right, remedy and responsibility of a Party, will survive completion of the Project, or the earlier termination of this Agreement.

12.4 Amendment. No amendment to this Agreement will be binding unless in writing and executed by the parties. Electronic signature blocks do not constitute execution for purposes of this Agreement. Any amendment may be subject to City Council approval.

12.5 Remedies. All rights and remedies provided in this Agreement are cumulative and the exercise of any one or more right or remedy will not affect any other rights or remedies under this Agreement or applicable law.

12.6 Severability. If any provision of this Agreement is voided or found unenforceable, that determination will not affect the validity of the other provisions, and the voided or unenforceable provision will be reformed to conform with applicable law.

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

13. Term. The term of this Agreement commences upon the Effective Date and continues for a 1 year initial period. The City may, at its option and with the approval of the Consultant, extend the term of this Agreement an additional 1 year, provided the renewal does not cause the contractor to exceed the amount agreed upon for the performance of services as provided in section 4 (compensation). Consultant will be notified in writing by the City of its intent to extend the Agreement period at least 30 calendar days prior to the expiration of the original or any renewal Agreement period. Price adjustments will only be reviewed during the Agreement renewal period. There are no automatic renewals of this Agreement.

14. Dispute Resolution. Each claim, controversy and dispute (each a "Dispute") between Consultant and City will be resolved in accordance with **Exhibit E**. The final determination will be made by the City.

15. Exhibits. The following exhibits, with reference to the term in which they are first referenced, are incorporated by this reference.

Exhibit A	Project
Exhibit B	Scope of Work
Exhibit C	Schedule
Exhibit D	Compensation
Exhibit E	Dispute Resolution

(Signatures appear on the following page.)

The parties enter into this Agreement effective as of the date shown above.

City of Glendale,
an Arizona municipal corporation

By: Richard A. Bowers
Its: Acting City Manager

ATTEST:

Pamela Hanna (SEAL)
City Clerk

APPROVED AS TO FORM:

Michael D. Bailey
City Attorney

Wilson Engineers, LLC,
an Arizona limited liability company

By: Stephen Todd
Its: Principal

EXHIBIT A
Professional Services Agreement

PROJECT

(Cover Page)

Exhibit A

City of Glendale
West Area Water Reclamation Facility
Odor Control and Disinfection System Improvements
Project Number 121331
Phase II – Design Services
Phase III – Construction Administration Services

This purpose of this project is to design improvements and the preparation of a complete set of construction documents for the West Area WRF Odor Control and Disinfection System Improvements Project. The Engineer will perform those engineering services required to prepare a set of construction documents which address the specific project objectives identified below.

Specific Project Objectives:

The purpose of this project is to implement improvements to the odor control and disinfection systems at the West Area WRF previously identified in the Phase I - Facility Evaluation Report. The following summarizes the major improvement items identified in this report to be included in this project:

- Design a new Bio-Trickling Filter System (Two 4,000 SCFM Units) to treat foul air from the Preliminary Treatment Area.
- Design modifications to the existing Carbon Adsorber System (Four 12,500 SCFM units) to normally treat the air discharged from the Secondary Treatment Facilities as well as to bypass the air from the Preliminary Treatment Area when needed.
- Design improvements at the existing disinfection facilities including: replacement of the two existing 12,300 gallon Sodium Hypochlorite Tanks, modifications and improvements to the existing sodium hypochlorite pumping system (including piping), and new coatings on the existing concrete surfaces in the sodium hypochlorite storage area.
- Design improvements to the east end of the UV Disinfection channel to mitigate the effects of chlorine off gassing on the steel components of the UV System Components.

END OF DOCUMENT

EXHIBIT B
Professional Services Agreement

SCOPE OF WORK

(Cover Page)

Exhibit B

City of Glendale
West Area Water Reclamation Facility
Odor Control and Disinfection System Improvements
Project Number 121331
Phase II – Design Services
Phase III – Construction Administration Services

SCOPE OF ENGINEERING SERVICES

This Exhibit describes the scope of services and the responsibilities of the Engineer in connection with the design requirements and preparation of a complete set of construction documents for the West Area WRF Odor Control and Disinfection System Improvements Project. The Engineer will perform those engineering services required to prepare a set of construction documents which address the specific project objectives identified below.

Specific Project Objectives:

The purpose of this project is to implement improvements to the odor control and disinfection systems at the West Area WRF previously identified in the Phase I - Facility Evaluation Report. The following summarizes the major improvement items identified in this report to be included in this project:

- Design a new Bio-Trickling Filter System (Two 4,000 SCFM Units) to treat foul air from the Preliminary Treatment Area.
- Design modifications to the existing Carbon Adsorber System (Four 12,500 SCFM units) to normally treat the air discharged from the Secondary Treatment Facilities as well as to bypass the air from the Preliminary Treatment Area when needed.
- Design improvements at the existing disinfection facilities including: replacement of the two existing 12,300 gallon Sodium Hypochlorite Tanks, modifications and improvements to the existing sodium hypochlorite pumping system (including piping), and new coatings on the existing concrete surfaces in the sodium hypochlorite storage area.
- Design improvements to the east end of the UV Disinfection channel to mitigate the effects of chlorine off gassing on the steel components of the UV System Components.

Task Series 100 – Project Management Services During Design

Task 101 - Manage Sub-Consultants

The Engineer will select and secure services of those firms providing specific or specialized services for the Project as accepted by the City in the Engineer's fee proposal as shown in the Expense Summary. The Engineer will prepare the scope of services performed by each sub-consultant and monitor the sub-consultant's work for timeliness and that it meets Project requirements. The Engineer will coordinate and incorporate the information prepared by the sub-consultant(s) into the Project construction documents.

Task 102 - Conduct Meetings

The Engineer will conduct meetings and/or workshops with City staff to discuss specific technical aspects of the design; progress in the development of the design, drawings, and specifications; and related issues that may affect Project results. The meetings or workshops will consist of the following:

- Monthly progress meetings with City management staff;
- Scheduled review meetings/workshops with City engineering and operations staff;

The Engineer will prepare and distribute meeting agenda and document meeting results for each meeting and workshop.

Task 103 – Project Schedule

The Consultant shall prepare a significant event calendar within fourteen (14) days of the Notice to Proceed (NTP). The initial schedule should show the original start date with initial completion date as a reference. One copy of the original overall schedule with original time line and data dates shall be submitted at the project kick-off meeting. Additionally, minimum general time frames for project milestones shall be provided. The Consultant shall update the schedule monthly to keep it current showing comparison with the Baseline/Target schedule. The updated schedule report shall be submitted with the monthly invoice.

Task 104 - Invoices

The Consultant shall submit a projection of monthly project billings with the fee proposal. The projected billings will be consistent with the project tasks, the project schedule, and the fee proposal. The City will provide the format for invoices. Projected invoices, with progress and status reports will be delivered to the City's Project Manager no later than the 25th day of the month. The invoices will be consistent with the project tasks, project schedule, fee proposal, and projected billings. The invoice will identify the contract number and include the amount of each work task and man-hour level of effort and consultant service identified in the approved fee proposal for a current billing cycle, previously billed and remaining. Both based on hours and amount. The percent complete shall be determined by the project schedule, tasks, and fee proposal per tasks. The total invoice submitted shall be less than or equal to the report that details the task percent complete with the associated cost. The invoice will show the amounts previously billed the amount due for the current period, the project balance and the percent complete per tasks.

Task 105 - Cash Flow

The quarterly cash flow schedule will provide information to the City regarding future funds needed to complete the project. It is the responsibility of the Consultant to submit the project life cycle cash flow spreadsheet on a quarterly basis. Non-response to this requirement could delay payments to the Consultant.

The Consultant will collect or estimate the cash flow information from all the parties involved with the project (e.g., design consultants, engineers, construction contractors, etc.) and will combine this information using the Excel four (4) page workbook provided to the Consultant by the city. The Consultant will need to obtain the cash flow information from the Contractor and coordinate this information into the overall cash flow information after the construction contract is awarded. The Consultant will complete the applicable four (4)-page worksheet and send it electronically to Gloria Olaya (golaya@glendaleaz.com)) with the Engineering Department and copying the Project Manager. To request an electronic form, address requests to the above. To request by telephone, call 623-930-3630.

Task Series 200 - Preliminary Design Services

Task 201 - Prepare Preliminary Design Report

The Engineer will prepare a Preliminary Design Report for the project. The Report will define the basis of design for the facilities and include 30% level Construction Plans. The Report and 30% Drawings are used to convey information about the Project's overall approach and configuration to the City and other Project stakeholders. These drawings are not intended for construction.

Task 202 - Prepare an Opinion of Probable Cost for Construction

The Engineer will prepare an opinion of construction cost from the 30% drawings and other preliminary design information. Quantities that can be approximated from schematic drawings and standard specifications will be used to develop costs. The purpose is to have sufficient information to develop a budget that will meet the needs of the Project.

Task Series 300 - Permit, Regulatory and Safety Considerations

Task 301 – City of Glendale

The Engineer will prepare and submit a completed application for a City of Glendale Building Permit for the work included in the Construction Drawings. The Engineer will respond and prepare resubmittals as required to obtain the required City of Glendale Approvals.

Task 302 – Maricopa County Department of Environmental Services (MCDES)

The Engineer will prepare and submit a completed application for "Approval to Construct" certificate including final drawings and specifications to MCDES for their approval. It is

important that MCDES issue the "Approval to Construct" certificate prior to the start of construction. Consultant will complete process at construction conclusion by filing necessary forms to obtain the "Approval of Construction", AOC.

Task 303 – Maricopa County Air Quality Department (MCAQD)

The Engineer will prepare and submit a completed application for "Modification to a currently Permitted Non-Title V Facility" including final drawings and specifications to MCAQD for their approval. Consultant will coordinate with the MCAQD to obtain the modified permit to reflect the new facilities constructed under this project.

Task Series 400 - Design Development

Task 401 - Sixty Percent (60%) Progress Submittal

The drawings and specifications for each discipline are coordinated and have progressed where the design intent is established and must show the work in sufficient detail that a builder can recognize general building elements and requirements for construction. All comments from the 30% submittal are satisfactorily addressed. The set of drawings will include a cover sheet and an index sheet.

Task 402 - Ninety Percent (90%) Progress Submittal

Drawings and details in all disciplines should be complete. Specifications should be essentially complete. Design calculations in all disciplines shall be essentially complete and checked. Comments on design, drawings and specifications from previous reviews must have appropriate responses before the 90% progress submittal is submitted.

Task 403 - Final (100%) Submittal

All comments on the 90% submittal will be resolved and the final Drawings and Specifications will be transmitted to the City for incorporation into the City's front end documents. All construction documents will be complete and ready for bidding the project.

Task 404 – Opinions of Construction Cost

The Engineer will prepare an opinion of probable construction cost at the 60% and 90% Progress Submittals. Appropriate amounts for contingency and inflation should be included in the opinion of construction cost to reflect anticipated conditions at the time of construction.

Task Series 500 - Bid Phase Assistance

Respond to questions from prospective bidders, attend pre-bid conference and site tour, when required review application for "pre-approved equal", and prepare necessary addenda to the bidding documents.

Task 501 – Response to Bidder Questions/Prepare Addenda

The Engineer will respond to inquiries from bidders regarding the bid documents. All questions and responses will be documented. When appropriate, the Engineer will prepare the text and/or drawing revisions to be included in addenda which will be issued by the City.

Task 502 – Attend Pre-Bid Conference and Site Tour

The Engineer will attend the pre-bid conference and site tour conducted by the City and be prepared to present an overview of the Project and answer questions.

Task Series 600 – Allowances

Task 601 – Geotechnical Services

The Engineer will provide, through a qualified consultant, the necessary soil borings and soil investigations to analyze conditions present in the area where the proposed Project will be physically located and as required to support the design of the proposed facilities. Any geotechnical information in the City's records for the Project site will be made available to the Engineer.

Task 602 – Survey Services

The Engineer will provide survey services as required to support the field investigation and design of the proposed facility. These services may be provided through a qualified consultant. Survey services will include verification of horizontal and vertical control on existing structures and pipelines. Any survey information in the City's records for the Project site will be made available to the Engineer.

Task 603 – Pothole Services

The Engineer will provide pothole services as required to support the field investigation and design of the proposed facility. These services may be provided through a qualified consultant.

Task 604 – MCESD Permit Fees

This Allowance is to reimburse Engineer for fees paid directly to MCESD as required to obtain necessary construction permits for the project. ATC and AOC.

Task 605 – Construction Phase Services

Upon acceptance of the contract award for the construction of this project, the Consultant shall provide construction administration services. The services may include, but are not necessarily limited to, the following:

1. Preconstruction Conference: Conduct a preconstruction conference with the Contractor, the City and other interested parties prior to issuance of the Notice to Proceed.

2. Quality Acceptance: The Consultant shall provide quality acceptance services to perform inspection and acceptance testing for all items of work required by the contract documents. The Consultant shall monitor construction for compliance with the project plans and specifications.

   The Consultant shall provide an on-site representative to observe on-site activities. The on-site representative shall be available for a minimum of 30 percent of the contract construction period. The on-site representative shall visit the project site during the course of critical construction activities, but not less than two times per week, depending on the status of work per the Contractor's construction schedule.

   The Consultant shall bring any deficiencies in the work or materials to the attention of the City and Contractor. Reports of these deficiencies shall be forwarded to the City Project Manager for review. The Consultant will resolve any construction-related problems, conflicts or discrepancies, and will recommend remedial actions, but shall take no action without the prior approval of the City Project Manager.

3. Construction Schedule Review: The Consultant shall review the construction schedule with particular emphasis on assuring that reasonable time allowances have been made for the work required. The Consultant shall observe construction progress and maintain and issue a monthly construction observation report.

   The Consultant will prepare a "Contractor Schedule Review" statement and submit it to the City Project Manager. All updated schedules must be reviewed and approved prior to issuance of monthly progress payments to the Contractor. The Consultant shall initiate any required correspondence necessary to assure the Contractor remains on schedule.

4. Schedule Review and Utility Coordination: The Consultant shall review the Contractor's schedule with particular emphasis on insuring that reasonable time allowances have been made for work required by the various utility companies, prior to approval. The Consultant will assist in the resolution of any utility conflicts discovered. The consultant shall initiate any required correspondence to insure that the Contractor remains on schedule.

5. Coordination of Submittal Reviews: The Consultant shall review the contract documents, prepare a list of all required submittals, and provide the schedule to the Contractor. The Consultant shall maintain a submittal log and coordinate all reviews and any necessary resubmittals.

6. Shop Drawing Review: The Consultant shall review and approve all shop drawings. The Consultant will advise the Contractor before the commencement of any work requiring a shop drawing or sample submission if the submission has not been accepted by Consultant.

7. Conduct Project Meetings: The Consultant shall conduct construction project meetings, prepare an agenda and minutes of the meeting, and distribute to all attendees.

8. Payments: Review the Contractor's initial and updated schedule of estimated monthly payments and advise the City as to acceptability. Review the Contractor's monthly payment requests, and forward to the City for final approval and processing. The Consultant's review shall be for the purpose of making an independent opinion of work completed and mathematical check of the Contractor's payment request. Consultant is responsible for verifying the quantities of work which are the basis of the payment requests. The final monthly pay requests will be approved and processed by the City.

9. Requests for Information: Interpret construction contract documents and respond when requested by the City or Contractor.

10. Change Order Requests: The Consultant shall review and make recommendations on all change order requests from the Contractor. Provide documentation and administer the processing of change orders, including applications for extension of construction time. Evaluate the cost and scheduling aspects of all change orders and, where necessary, negotiate with the Contractor to obtain a fair price for the work. No change order shall be implemented without the prior approval of the City. If requested by the City, the Consultant shall prepare all necessary documents and submittals for City Council approval.

11. Materials Testing: Materials testing will be the responsibility of the contractor. However, the Consultant shall evaluate and report on tests and test analyses for materials, including concrete, pipe, soil, soil compaction, asphalt, and any other subjects that may be required by the specifications and good construction practices.

12. Substantial Completion: Upon substantial completion, inspect the construction work and prepare a punch-list of those items to be completed or corrected before final completion of the project. Submit results of the inspection to the City and the Contractor.

13. Final Inspection and Payment: The Consultant will maintain a running deficiency list during the course of the project and keep the Contractor informed as to its current status. The Consultant will conduct, with the assistance of the City, a final inspection and prepare a final punch list, including all items remaining on the deficiency list, as well as any additional items discovered during the final inspection. Subsequent inspections should be anticipated in order to insure completion of all identified deficient items.

14. Project Closeout: The Consultant will compile a list of required final submittals, including, but not necessarily limited to: record drawings, warranty and guarantee documents, lien waivers, product manuals, maintenance and operation manuals, and any spare parts and training required to be provided by the Contractor. The Consultant shall review the project closeout documents for final approval.

- As-Built Drawings: The Consultant shall prepare record as-built drawings of the completed work based upon markups from the Contractor's record drawings and deliver the drawings to the City upon completion of the work. The Consultant will provide one set of record drawings inked on 24"x36", 3 mil. double matte Mylar. The final record drawing Mylars will be the property of the City and shall include the seal and signature of the engineer of record.

- Also, submit the final record drawings on computer disk in the appropriate format of ACAD (version 2008 preferred).

- Operations & Maintenance Manuals and Training: The Consultant will review and comment on the vendor Operations & Maintenance manuals for all new equipment furnished under this project. The Consultant will prepare and submit to MCESD and the City updated to the plant Operations & Maintenance Manual to incorporate all modifications to the plant made by this project. The Consultant will coordinate with the new equipment vendors and provide staff training on all new equipment furnished under this project. The staff training will be videotaped and copies of the video provided to the City.

15. Startup Assistance: The Consultant will assist the City during startup of the facilities by answering operational questions related to the facility. The Consultant will analyze data from performance testing of equipment by the Contractor or supplier when the construction contract documents require the equipment to be tested after installation. The Consultant will submit the conclusions to the City and Contractor.

16. One-Year Warranty Inspection: The Consultant will conduct, with the assistance of the City, a one-year warranty inspection. The Consultant will prepare a punch list of deficient items discovered during the one-year inspection. The Consultant should anticipate subsequent inspections in order to insure completion of any identified deficient items discovered during the one-year inspection.

END OF DOCUMENT

EXHIBIT C
Professional Services Agreement

SCHEDULE

(Cover Page)

City of Glendale
WAWRF Odor Control and Disinfection Improvements Project
Phase II – Design Services and Phase III – Construction Administration Services
Project No. 121331

Project Schedule - Updated: March 11, 2015

Subtask	Description	Schedule		Duration
		From	To	
201	30% Design	04/03/15	06/02/15	60
401	60% Submittal	06/02/15	07/02/15	30
402	90% Submittal	07/02/15	08/31/15	60
300	Permitting	08/31/15	09/30/15	30
403	100% Submittal	08/31/15	10/15/15	45
500	Bid and Award	10/15/15	12/24/15	70
605	Construction	12/24/15	10/19/16	300

EXHIBIT D
Professional Services Agreement

COMPENSATION

METHOD AND AMOUNT OF COMPENSATION

Time and Materials - Not to Exceed

NOT-TO-EXCEED AMOUNT

The total amount of compensation paid to Consultant for full completion of all work required by the Project during the entire term of the Project must not exceed $307,380.

DETAILED PROJECT COMPENSATION

See Attached.

EXHIBIT D
Professional Services Agreement

COMPENSATION

METHOD AND AMOUNT OF COMPENSATION
Compensation shall be time and materials not to exceed.

NOT-TO-EXCEED AMOUNT
The total amount of compensation paid to Wilson Engineers for full completion of all work required by the Project must not exceed $307,380.00.

DETAILED PROJECT COMPENSATION

Design, Bid and Construction Administration Services WAWRF Odor Control and Disinfection Project Design and Construction – Phase II – Detailed Design		
TASK	Hours	COST
Task 100 Project Management	84	$12,160
Task 200 Preliminary Design	194	$23,590
Task 300 Permitting	74	$9,010
Task 400 Design	706	$83,980
Task 500 Bid Phase Assistance	68	$8,880
Task 605 – Allowance - Construction Phase Service	1116	$146,060
Expense Allowance – Survey		$3,200
Expense Allowance - Potholing		$1,500
Expense Allowance – Maricopa County Permitting		$4,000
Owners Contingency		$15,000
TOTAL PROJECT COST (Time and Materials, Not to Exceed)		**$307,380**

EXHIBIT E
Professional Services Agreement

DISPUTE RESOLUTION

1. **Disputes.**

1.1 Commitment. The parties commit to resolving all disputes promptly, equitably, and in a good-faith, cost-effective manner.

1.2 Application. The provisions of this Exhibit will be used by the parties to resolve all controversies, claims, or disputes ("Dispute") arising out of or related to this Agreement-including Disputes regarding any alleged breaches of this Agreement.

1.3 Initiation. A party may initiate a Dispute by delivery of written notice of the Dispute, including the specifics of the Dispute, to the Representative of the other party as required in this Agreement.

1.4 Informal Resolution. When a Dispute notice is given, the parties will designate a member of their senior management who will be authorized to expeditiously resolve the Dispute.

a. The parties will provide each other with reasonable access during normal business hours to any and all non-privileged records, information and data pertaining to any Dispute in order to assist in resolving the Dispute as expeditiously and cost effectively as possible;

b. The parties' senior managers will meet within 10 business days to discuss and attempt to resolve the Dispute promptly, equitably, and in a good faith manner, and

c. The Senior Managers will agree to subsequent meetings if both parties agree that further meetings are necessary to reach a resolution of the Dispute.

2. **Arbitration.**

2.1 Rules. If the parties are unable to resolve the Dispute by negotiation within 30 days from the Dispute notice, and unless otherwise informal discussions are extended by the mutual agreement, the Dispute will be decided by binding arbitration in accordance with Construction Industry Rules of the AAA, as amended herein. Although the arbitration will be conducted in accordance with AAA Rules, it will not be administered by the AAA, but will be heard independently.

a. The parties will exercise best efforts to select an arbitrator within five business days after agreement for arbitration. If the parties have not agreed upon an arbitrator within this period, the parties will submit the selection of the arbitrator to one of the principals of the mediation firm of Scott & Skelly, LLC, who will then select the arbitrator. The parties will equally share the fees and costs incurred in the selection of the arbitrator.

b. The arbitrator selected must be an attorney with at least 15 years' experience with commercial construction legal matters in Maricopa County, Arizona, be independent, impartial, and not have engaged in any business for or adverse to either Party for at least 10 years.

2.2 Discovery. The extent and the time set for discovery will be as determined by the arbitrator. Each Party must, however, within 10 days of selection of an arbitrator deliver to the other Party copies of all documents in the delivering party's possession that are relevant to the dispute.

2.3 Hearing. The arbitration hearing will be held within 90 days of the appointment of the arbitrator. The arbitration hearing, all proceedings, and all discovery will be conducted in Glendale, Arizona unless otherwise agreed by the parties or required as a result of witness location. Telephonic hearings and other reasonable arrangements may be used to minimize costs.

2.4 Award. At the arbitration hearing, each Party will submit its position to the arbitrator, evidence to support that position, and the exact award sought in this matter with specificity. The arbitrator must select the award sought by one of the parties as the final judgment and may not independently alter or modify the awards sought by the parties, fashion any remedy, or make any equitable order. The arbitrator has no authority to consider or award punitive damages.

2.5 Final Decision. The Arbitrator's decision should be rendered within 15 days after the arbitration hearing is concluded. This decision will be final and binding on the Parties.

2.6 Costs. The prevailing party may enter the arbitration in any court having jurisdiction in order to convert it to a judgment. The non-prevailing party will pay all of the prevailing party's arbitration costs and expenses, including reasonable attorney's fees and costs.

3. **Services to Continue Pending Dispute.** Unless otherwise agreed to in writing, Consultant must continue to perform and maintain progress of required Services during any Dispute resolution or arbitration proceedings, and City will continue to make payment to Consultant in accordance with this Agreement.

4. **Exceptions.**

4.1 Third Party Claims. City and Consultant are not required to arbitrate any third-party claim, cross-claim, counter claim, or other claim or defense of a third party who is not obligated by contract to arbitrate disputes with City and Consultant.

4.2 Liens. City or Consultant may commence and prosecute a civil action to contest a lien or stop notice, or enforce any lien or stop notice, but only to the extent the lien or stop notice the Party seeks to enforce is enforceable under Arizona Law, including, without limitation, an action under A.R.S. § 33-420, without the necessity of initiating or exhausting the procedures of this Exhibit.

4.3 Governmental Actions. This Exhibit does not apply to, and must not be construed to require arbitration of, any claims, actions or other process filed or issued by City of Glendale Building Safety Department or any other agency of City acting in its governmental permitting or other regulatory capacity.

WILSO-1 OP ID: JM

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 03/11/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Professional Underwriters of Arizona, Inc. P.O. Box 5419 Scottsdale, AZ 85261-5419 Prof. Underwriters of Arizona	CONTACT NAME: Prof. Underwriters of Arizona PHONE (A/C, No, Ext): 480-483-0440 FAX (A/C, No): 480-948-7752 E-MAIL ADDRESS:
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A : RLI Insurance Company — 13056
INSURED Wilson Engineers, LLC 9633 S. 48th St., Ste 290 Phoenix, AZ 85044-8626	INSURER B :
	INSURER C :
	INSURER D :
	INSURER E :
	INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 2,000,000
	[ ] CLAIMS-MADE [X] OCCUR	X	X	PSB0001272	11/08/2014	11/08/2015	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
	X Blkt AI & WOS						MED EXP (Any one person)	$ 10,000
	X Contractual Liab.						PERSONAL & ADV INJURY	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 4,000,000
	[ ] POLICY [X] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 4,000,000
	[ ] OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO	X	X	PSA0001073	11/08/2014	11/08/2015	BODILY INJURY (Per person)	$
	[ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
	X Blkt AI X Blkt WOS							$
	[ ] UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	$
	[ ] EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$
	[ ] DED [ ] RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						X PER STATUTE [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N / A		X	PSW0001259	11/08/2014	11/08/2015	E.L. EACH ACCIDENT	$ 1,000,000
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A	Professional Liab. Architect/Engineer		X	RPD0017587	11/08/2014	11/08/2015	Per Claim Ann. Agg.	1,000,000 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: West Area Water Reclaimation Facility, Proj. #121331

The City of Glendale is additional insured as indicated. Coverages afforded are primary and non-contributory basis. Waiver of subrogation included.

CERTIFICATE HOLDER CITYG02

City of Glendale
5850 W Glendale Ave
Glendale, AZ 85301-2599

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Jeffrey D Daniels

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File #: 15-351, **Version:** 1

AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT WITH VULCAN ASPHALT, LLC, FOR THE PURCHASE OF ROAD MATERIALS UTILIZING A CITY OF PEORIA COOPERATIVE PURCHASING CONTRACT

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

Purpose and Recommended Action

This is a request for City Council to authorize the Acting City Manager to enter into a linking agreement with Vulcan Asphalt, LLC, doing business as Vulcan Materials Company, for the purchase of road materials in an amount not to exceed $60,000 for the term-period. This cooperative purchase is available through an agreement between the City of Peoria and Vulcan Asphalt, LLC contract ACON25711, and is effective through May 31, 2016.

Background

The Water Services Department functions to provide safe and reliable water and wastewater services for City of Glendale residents and businesses. Road materials are used by Water Services crews to backfill excavation work after water main or sewer line repairs. These materials include a mixture of rock and sand used as a sub -grade to prevent road settling and cold-mix asphalt for temporary pavement prior to the permanent pavement restorations. A bulk inventory is maintained for daily and emergency use.

Analysis

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

Vulcan Asphalt, LLC was awarded their contract by City of Peoria through a competitive bid process and includes a provision for cooperative purchasing. Materials Management and the City Attorney's Office have reviewed and approved the utilization of the agreement from the City of Peoria for the defined road materials and concur the cooperative purchase is in the best interest of the city.

This action will authorize the City Manager to enter into a linking agreement with Vulcan Asphalt, LLC through May 31, 2016.

Previous Related Council Action

On June 10, 2014, City Council approved the expenditure of funds for materials from Mesa Materials (Vulcan Asphalt purchased the firm in August 2014) in an amount not to exceed $65,000 for the fiscal year 2014-15.

Community Benefit/Public Involvement

Restores road surfaces for motorists and pedestrians in a timely and more cost efficient manner.

Budget and Financial Impacts

Funding is available in the FY2015-16 Water Services operating budget contingent upon Council approval of final budget.

Cost	Fund-Department-Account
$60,000	2400-17290-524400, Water Distribution

Capital Expense? No

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?

powered by Legistar™

LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
VULCAN MATERIALS COMPANY

THIS LINKING AGREEMENT (this "Agreement") is entered into as of this ___ day of _____, 20__, between the City of Glendale, an Arizona municipal corporation (the "City"), and Vulcan Asphalt, LLC dba Vulcan Materials Company, a Delaware limited liability company ("Contractor"), collectively, the "Parties."

RECITALS

A. On May 24, 2011, under the S.A.V.E. Cooperative Purchasing Agreement, the City of Peoria entered into a contract with Contractor to purchase the goods and services described in the Road Materials Contract ACON25711, which is attached hereto as Exhibit A. The Road Materials Contract permits its cooperative use by other governmental agencies including the City. The Road Materials Contract is hereinafter referred at as the Cooperative Purchasing Agreement.

B. Section 2-149 of the City's Procurement Code permits the Materials Manager to procure goods and services by participating with other governmental units in cooperative purchasing agreements when the best interests of the City would be served.

C. Section 2-149 also provides that Materials Manager may enter into such cooperative agreements without meeting the formal or informal solicitation and bid requirements of Glendale City Code Sections 2-145 and 2-146.

D. The City desires to contract with Contractor for supplies identical, or nearly identical, to the supplies Contractor is providing other units of government under the Cooperative Purchasing Agreement. Contractor consents to the City's utilization of the Cooperative Purchasing Agreement as the basis of this Agreement, and Contractor desires to enter into this Agreement to provide the supplies set forth in this Agreement.

AGREEMENT

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

1. Term of Agreement. The City is purchasing the supplies from Contractor pursuant to Cooperative Purchasing Agreement. According to the Cooperative Purchasing Agreement award and rate sheet, which are attached hereto as part of Exhibit B, purchases can be made by governmental entities from the date of award, which was May 24, 2011, until the date the contract expires on May 31, 2016. The initial period of this Agreement therefore is the period from the Effective Date of this Agreement until May 31, 2016.

2. Scope of Work; Terms, Conditions, and Specifications.

A. Contractor shall provide City the supplies identified in the Scope of Work attached hereto as Exhibit A.

B. Contractor agrees to comply with all the terms, conditions and specifications of the Cooperative Purchasing Agreement. Such terms, conditions and specifications are specifically incorporate into and are an enforceable part of this Agreement.

3. Compensation.

A. City shall pay Contractor compensation at the same rate and on the same schedule as the Cooperative Purchasing Agreement, unless the City and Contractor agree otherwise, as provided in Exhibit B hereto.

B. The total purchase price for the supplies and/or services purchased under this Agreement shall not exceed sixty thousand dollars ($60,000).

4. Cancellation. This Agreement may be cancelled pursuant to A.R.S. § 38-511.

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

6. E-verify. Contractor complies with A.R.S. § 23-214 and agrees to comply with the requirements of A.R.S. § 41-4401.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE.]

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

"City"

City of Glendale, an Arizona
municipal corporation

By: _____
Richard A. Bowers
Acting City Manager

"Contractor"

Vulcan Materials Company,
a Delaware limited liability company

By: _____
Name: ~~Debbie Shimer~~ ERIC OWNBY
Title: AREA SALES MANAGER

ATTEST:

_____
Pamela Hanna (SEAL)
City Clerk

APPROVED AS TO FORM:

_____
Michael D. Bailey
City Attorney

LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
VULCAN MATERIALS COMPANY

EXHIBIT A

City of Peoria ACON25711 – Road Materials

Contract Amendment #1 extend term expires 5/31/13

Contract Amendment #2 extend term expires 5/31/14

Contract Amendment #3 extend term expires 5/31/15

Contract Amendment #4 extend term expires 5/31/16

ORIGINAL

City of Peoria, Arizona
Notice of Invitation for Bid

Invitation for Bid No: **P11-0080**

Materials and/or Services: **Road Materials**

Bid Due Date: **May 4, 2011**

Time: **2:00 P.M. AZ Time**

Contact: **Christine Finney**

Location: City of Peoria, Materials Management

Phone: (623) 773-7115

Mailing Address: 9875 N. 85th Avenue, 2nd Floor, Peoria, AZ 85345

In accordance with City of Peoria Procurement Code competitive sealed bids for the material or services specified will be received by the City of Peoria Materials Management at the specified location until the date and time cited above. Bids received by the correct date and time shall be publicly opened and the bid price read. Bids shall be in the actual possession of the City of Peoria Materials Management on or prior to the exact date and time indicated above. Late bids will not be considered, except as provided in the City of Peoria Procurement Code. ***Bids shall be submitted in a sealed envelope with the invitation for Bid number and the bidder's name and address clearly indicated on the front of the envelope.*** All bids shall be completed in ink or typewritten. Bidders are strongly encouraged to carefully read the ***entire*** Invitation for Bid Package.

OFFER

To the City of Peoria:

The undersigned hereby offers and agrees to furnish materials and/or services in compliance with all terms, conditions, specifications and amendments in the Notice of Invitation for Bid except for any written exceptions in the offer. The signature below also certifies his or her understanding and compliance with paragraph one of The City of Peoria Standard Terms and Conditions (COP Form 202).

For clarification of this offer contact:

Name: Teresa Coleman

Telephone 602-528-8973 Email colemant@vmcmail.com

Vulcan Materials Co.
Company Name

Teresa Coleman
Authorized Signature for Offer

2526 E. University Dr.
Address

Teresa Coleman
Printed Name

Phoenix Az. 85034
City State Zip Code

Sales Rep.
Title

ACCEPTANCE OF OFFER AND CONTRACT AWARD (For City of Peoria Use Only)

Your offer is hereby accepted. The Contractor is now bound to sell the materials and/or services listed by the attached award notice based upon the solicitation, including all terms conditions, specifications, amendments, etc., and the Contractor's offer as accepted by the City. The Contractor is hereby cautioned not to commence any billable work or provide any material, service or construction under this contract until Contractor receives an executed ***Purchase Order.***

Attested by:
for Wanda Gurminsky
Wanda Nelson, City Clerk

CC

ACON25711
Contract Number

Official File

City of Peoria, Arizona. Eff. Date: 5/24/11

Approved as to form: Ellen Van Riper, Assistant City Attorney
for Stephen M. Kemp, City Attorney

Awarded on May 23, 2011

Herman F. Koebergen, Materials Manager
for

City Seal

Copyright 2003 City of Peoria, Arizona

A CON 25711

STANDARD TERMS AND CONDITIONS

Materials Management
Procurement
9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

1. **PREPARATION OF BID:**

   a. All bids shall be on the forms provided in this *Invitation to Bid* package. It is permissible to copy these forms if required. Telegraphic (facsimile) or mailgram bids will not be considered.

   b. The Offer and Contract Award document (COP Form 203) shall be submitted with an original ink signature by a person authorized to sign the offer.

   c. Erasures, interlineations, or other modifications in the bid shall be initialed in original ink by the authorized person signing the Vendor Offer.

   d. If price is a consideration and in case of error in the extension of prices in the bid, the unit price shall govern. No bid shall be altered, amended, or withdrawn after the specified bid due date and time.

   e. Periods of time, stated as a number of days, shall be calendar days.

   f. It is the responsibility of all Offerors to examine the entire *Invitation For Bid* package and seek clarification of any item or requirement that may not be clear and to check all responses for accuracy before submitting a bid. Negligence in preparing a Bid confers no right of withdrawal after bid due date and time.

2. **INQUIRIES:** Any question related to the *Invitation For Bid* shall be directed to the Buyer whose name appears on the front. The Offeror shall not contact or ask questions of the department for which the requirement is being procured. Questions should be submitted in writing when time permits. The Buyer may require any and all questions be submitted in writing at the Buyer's sole discretion. Any correspondence related to a *Invitation For Bid* should refer to the appropriate *Invitation For Bid* number, page, and paragraph number. However, the Offeror shall not place the *Invitation For Bid* number on the outside of any envelope containing questions since such an envelope may be identified as a sealed bid and may not be opened until after the official *Invitation For Bid* due date and time.

3. **PROSPECTIVE OFFERORS CONFERENCE:** A prospective offerors conference may be held. If scheduled, the date and time of this conference will be indicated on the cover page of this document. The purpose of this conference will be to clarify the contents of this *Invitation For Bid* in order to prevent any misunderstanding of the City's position. Any doubt as to the requirements of this *Invitation For Bid* or any apparent omission or discrepancy should be presented to the City at this conference. The City will then determine if any action is necessary and may issue a written amendment to the *Invitation For Bid*. Oral statements or instructions will not constitute an amendment to this *Invitation For Bid*.

4. **LATE BIDS:** Late Bids will not be considered, except as provided by the **City of Peoria Procurement Code.** A vendor submitting a late bid shall be so notified.

5. **WITHDRAWAL OF BID:** At any time prior to the specified bid due date and time, a Vendor (or designated representative) may withdraw the bid. Telegraphic (facsimile) or mailgram bid withdrawals will not be considered.

6. **AMENDMENT OF BID:** Receipt of a Solicitation Amendment (COP Form 207) shall be acknowledged by signing and returning the document prior to the specified bid due date and time.

7. **PAYMENT:** The City will make every effort to process payment for the purchase of goods or services within thirty (30) calendar days after receipt of goods or services and a correct notice of amount due, unless a good faith dispute exists as to any obligation to pay all or a portion of the account. Any bid that requires payment in less than thirty (30) calendar days shall not be considered.

8. **NEW:** All items shall be new, unless otherwise stated in the specifications.

9. **DISCOUNTS:** Payment discount periods will be computed from the date of receipt of material/service or correct invoice, whichever is later, to the date Buyer's payment is mailed. Unless freight and other charges are itemized, any discount provided will be taken on full amount of invoice. Payment discounts of thirty (30) calendar days or more will be deducted from the bid price in determining the low bid. However, the Buyer shall be entitled to take advantage of any payment discount offered by the Vendor provided payment is made within the discount period.

10. **TAXES:** The City of Peoria is exempt from Federal Excise Tax, including the Federal Transportation Tax. Sales tax, if any, shall be indicated as a separate item.

11. **VENDOR REGISTRATION:** After the award of a contract, the successful Vendor shall have a completed Vendor Registration Form (COP Form 200) on file with the City of Peoria Materials Management Division.

12. **AWARD OF CONTRACT:**

   a. Unless the Offeror states otherwise, or unless provided within this *Invitation For Bid*, the City reserves the right to award by individual line item, by group of line items, or as a total, whichever is deemed most advantageous to the City.

   b. Notwithstanding any other provision of this *Invitation For Bid*, The City expressly reserves the right to:

      i. Waive any immaterial defect or informality: or
      ii. Reject any or all bids, or portions thereof, or
      iii. Reissue a *Invitation For Bid*.

   c. A response to a *Invitation For Bid* is an offer to contract with the City based upon the terms, conditions and specifications contained in the City's *Invitation For Bid* and the written amendments thereto, if any. Bids do not become contracts unless and until they are accepted by the City Council. A contract is formed when written notice of award(s) is provided to the successful Offeror(s). The contract has its inception in the award document, eliminating a formal signing of a separate contract. For that reason, all of the terms and conditions of the procurement contract are contained in the *Invitation For Bid*, unless modified by a Solicitation Amendment (COP Form 207) or a Contract Amendment (COP Form 217).

STANDARD TERMS AND CONDITIONS

Materials Management
Procurement
9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

THE FOLLOWING TERMS AND CONDITIONS ARE AN EXPLICIT PART OF THE SOLICITATION AND ANY RESULTANT CONTRACT.

1. **CERTIFICATION:** By signature in the Offer section of the Offer and Contract Award page (COP Form 203), the Vendor certifies:

   a. The submission of the offer did not involve collusion or other anti-competitive practices.

   b. The Vendor shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246.

   c. The Vendor has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip favor, or service to a public servant in connection with the submitted offer. Failure to sign the offer, or signing it with a false statement, shall void the submitted offer or any resulting contracts, and the vendor may be debarred.

2. **GRATUITIES:** The City may, by written notice to the Contractor, cancel this contract if it is found by the City that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor, to any officer or employee of the City with a view toward securing an order, securing favorable treatment with respect to the awarding, amending, or the making of any determinations with respect to the performing of such order. In the event this contract is cancelled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor the amount of the gratuity. Paying the expense of normal business meals which are generally made available to all eligible city government customers shall not be prohibited by this paragraph.

3. **APPLICABLE LAW:** In the performance of this agreement, contractors shall abide by and conform to any and all laws of the United States, State of Arizona and City of Peoria including but not limited to federal and state executive orders providing for equal employment and procurement opportunities, the Federal Occupational Safety and Health Act and any other federal or state laws applicable to this agreement.

   Contractor specifically understands and acknowledges the applicability to it of the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986, and the Drug Free Workplace Act of 1989. In addition, if this agreement pertains to construction, Contractor must also comply with A.R.S. § 34-301, as amended (Employment of Aliens on Public Works Prohibited) and A.R.S. § 34-302, as amended (Residence Requirements for Employees).

   Under the provisions of A.R.S. § 41-4401, Contractor hereby warrants to the City that Contractor and each of its subcontractors ("Subcontractors") will comply with, and are contractually obligated to comply with, all Federal immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A) (hereinafter, "Contractor Immigration Warranty").

   A breach of the Contractor Immigration Warranty shall constitute a material breach of this agreement and shall subject Contractor to penalties up to and including termination of this agreement at the sole discretion of the City. The City may, at its sole discretion, conduct random verification of the employment records of Contractor and any Subcontractors to ensure compliance with the Contractor Immigration Warranty. Contractor agrees to assist the City in regard to any random verifications performed.

   Neither Contractor nor any Subcontractor shall be deemed to have materially breached the Contractor Immigration Warranty if Contractor or the Subcontractor establishes that it has complied with the employment verification provisions prescribed by §§ 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. §23-214(A).

   The provisions of this Paragraph must be included in any contract Contractor enters into with any Subcontractors who provide services under this agreement or any subcontract. "Services" is defined as furnishing labor, time or effort in the

State of Arizona by a contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

Contractor warrants, for the term of this agreement and for six months thereafter, that is has fully complied with the requirements of the Immigration Reform and Control Act of 1986 and all related or similar legal authorities.

This contract shall be governed by the City and Contractor shall have all remedies afforded each by the Uniform Commercial Code, as adopted in the State of Arizona, except as otherwise provided in this contract or in statutes pertaining specifically to the City. This contract shall be governed by the laws of the State of Arizona and suit pertaining to this contract may be brought only in courts in the State of Arizona.

This contract is subject to the provisions of ARS §38-511; the City may cancel this contract without penalty or further obligations by the City or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the City or any of its departments or agencies, is at any time while the contract or any extension of the contract is in effect, an employee of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract.

4. **LEGAL REMEDIES:** All claims and controversies shall be subject to resolution according to the terms of the City of Peoria Procurement Code.

5. **CONTRACT:** The contract between the City and the Contractor shall consist of (1) the Solicitation, including instructions, all terms and conditions, specifications, scopes of work, attachments, and any amendments thereto, and (2) the offer submitted by the Vendor in response to the solicitation. In the event of a conflict in language between the Solicitation and the Offer, the provisions and requirements in the Solicitation shall govern. However, the City reserves the right to clarify, in writing, any contractual terms with the concurrence of the Contractor, and such written contract shall govern in case of conflict with the applicable requirements stated in the Solicitation or the Vendor's offer. The Solicitation shall govern in all other matters not affected by the written contract.

6. **CONTRACT AMENDMENTS:** This contract may be modified only by a written Contract Amendment (COP Form 217) signed by persons duly authorized to enter into contracts on behalf of the City and the Contractor.

7. **CONTRACT APPLICABILITY:** The Offeror shall substantially conform to the terms, conditions, specifications and other requirements found within the text of this specific Solicitation. All previous agreements, contracts, or other documents, which have been executed between the Offeror and the City are not applicable to this Solicitation or any resultant contract.

8. **PROVISIONS REQUIRED BY LAW:** Each and every provision of law and any clause required by law to be in the contract will be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the contract will forthwith be physically amended to make such insertion or correction.

9. **SEVERABILITY:** The provisions of this contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the contract which may remain in effect without the invalid provision or application.

10. **RELATIONSHIP TO PARTIES:** It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. The Contractor is advised that taxes or Social Security payments will not be withheld from any City payments issued hereunder and that the Contractor should make arrangements to directly pay such expenses, if any.

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11. **INTERPRETATION-PAROL EVIDENCE:** This contract represents the entire agreement of the Parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to this contract are hereby revoked and superseded by this contract. No representations, warranties, inducements or oral agreements have been made by any of the Parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this contact. This contract may not be changed, modified or rescinded except as provided for herein, absent a written agreement signed by both Parties. Any attempt at oral modification of this contract shall be void and of no effect.

12. **NO DELEGATION OR ASSIGNMENT:** Contractor shall not delegate any duty under this Contract, and no right or interest in this Contract shall be assigned by Contractor to any successor entity or third party, including but not limited to an affiliated successor or purchaser of Contractor or its assets, without prior written permission of the City. The City, at its option, may cancel this Contract in the event Contractor undertakes a delegation or assignment without first obtaining the City's written approval. Contractor agrees and acknowledges that it would not be unreasonable for the City to decline to approve a delegation or assignment that results in a material change to the services provided under this Contract or an increased cost to the City.

13. **SUBCONTRACTS:** No subcontract shall be entered into by the contractor with any other party to furnish any of the material, service or construction specified herein without the advance written approval of the City. The prime contractor shall itemize all sub-contractors which shall be utilized on the project. Any substitution of sub-contractors by the prime contractor shall be approved by the City and any cost savings will be reduced from the prime contractor's bid amount. All subcontracts shall comply with Federal and State laws and regulations which are applicable to the services covered by the subcontract and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract and if the Subcontractor were the Contractor referred to herein. The Contractor is responsible for contract performance whether or not Subcontractors are used.

14. **RIGHTS AND REMEDIES:** No provision in this document or in the vendor's offer shall be construed, expressly or by implication, as waiver by the City of any existing or future right and/or remedy available by law in the event of any claim of default or breach of contract. The failure of the City to insist upon the strict performance of any term or condition of the contract or to exercise or delay the exercise of any right or remedy provided in the contract, or by law, or the City's acceptance of and payment for materials or services, shall not release the Contractor from any responsibilities or obligations imposed by this contract or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of the Contract.

15. **INDEMNIFICATION:** To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the City, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work or services of the Contractor, its employees, agents, or any tier of subcontractors in the performance of this Contract. Contractor's duty to defend, hold harmless and indemnify the City, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting therefrom, caused by any acts, errors, mistakes, omissions, work or services in the performance of this Contract including any employee of the Contractor or any tier of subcontractor or any other person for whose acts, errors, mistakes, omissions, work or services the Contractor may be legally liable.

    The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

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16. **OVERCHARGES BY ANTITRUST VIOLATIONS:** The City maintains that, in practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Contractor hereby assigns to the City any and all claims for such overcharges as to the goods and services used to fulfill the Contract.

17. **FORCE MAJEURE:** Except for payment for sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force Majeure. The term *"force majeure"* means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God: acts of the public enemy; war; acts of terror, hate crimes affecting public order; riots; strikes; mobilization; labor disputes; civil disorders; fire; floods; lockouts, injunctions-intervention-acts, or failures or refusals to act by government authority; events or obstacles resulting from a governmental authority's response to the foregoing; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence. The force majeure shall be deemed to commence when the party declaring force majeure notifies the other party of the existence of the force majeure and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with this Contract.

    Force majeure shall not include the following occurrences:

    a. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, or similar occurrences.

    b. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this Force Majeure term and Condition.

    Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure. If either party is delayed at any time in the progress of the work by force majeure, then the delayed party shall notify the other party in writing of such delay within forty-eight (48) hours commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be hand delivered or mailed *Certified-Return Receipt* and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing. The time of completion shall be extended by contract modification for a period of time equal to the time that the results or effects of such delay prevent the delayed party from performing in accordance with this contract.

18. **RIGHT TO ASSURANCE:** Whenever one party to this contract in good faith has reason to question the other party's intent to perform he may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the Contract.

19. **RIGHT TO AUDIT RECORDS:** The City may, at reasonable times and places, audit the books and records of any Contractor as related to any contract held with the City. This right to audit also empowers the City to inspect the papers of any Contractor or Subcontractor employee who works on this contract to ensure that the Contractor or Subcontractor is complying with the Contractor Immigration Warranty made pursuant to Paragraph 3 above.

20. **RIGHT TO INSPECT PLANT:** The City may, at reasonable times, inspect the part of the plant or place of business of a Contractor or Subcontractor which is related to the performance of any contract as awarded or to be awarded.

21. **WARRANTIES:** Contractor warrants that all material, service or construction delivered under this contract shall conform to the specifications of this contract. Unless otherwise stated in Contractor's response, the City is responsible for selecting items, their use, and the results obtained from any other items used with the items furnished under this contract. Mere receipt of shipment of the material/service specified and any inspection incidental thereto by the City shall not alter or affect

the obligations of the Contractor or the rights of the City under the foregoing warranties. Additional warranty requirements may be set forth in the solicitation.

22. **INSPECTION:** All material and/or services are subject to final inspection and acceptance by the City. Materials and/or services failing to conform to the specifications of this Contract will be held at Contractor's risk and may be returned to the Contractor. If so returned, all costs are the responsibility of the Contractor. The City may elect to do any or all:

    a. Waive the non-conformance.

    b. Stop the work immediately.

    c. Bring material into compliance.

    This shall be accomplished by a written determination for the City.

23. **TITLE AND RISK OF LOSS:** The title and risk of loss of material and/or service shall not pass to the City until the City actually receives the material or service at the point of delivery, unless otherwise provided within this Contract.

24. **NO REPLACEMENT OF DEFECTIVE TENDER:** Every tender of materials shall fully comply with all provisions of the Contract. If a tender is made which does not fully conform, this shall constitute a breach of the Contract as a whole.

25. **DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH:** Contractor shall deliver conforming materials in each installment of lot of this Contract and may not substitute nonconforming materials. Delivery of nonconforming materials or a default of any nature, at the option of the City, shall constitute a breach of the Contract as a whole.

26. **SHIPMENT UNDER RESERVATION PROHIBITED:** Contractor is not authorized to ship materials under reservation and no tender of a bill of lading will operate as a tender of the materials.

27. **LIENS:** All materials, service or construction shall be free of all liens, and if the City requests, a formal release of all liens shall be delivered to the City.

28. **LICENSES:** Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this Contract.

29. **PATENTS AND COPYRIGHTS:** All services, information, computer program elements, reports and other deliverables, which may be patented or copyrighted and created under this contract are the property of the City and shall not be used or released by the Contractor or any other person except with the prior written permission of the City.

30. **PREPARATION OF SPECIFICATIONS BY PERSONS OTHER THAN CITY PERSONNEL:** All specifications shall seek to promote overall economy for the purposes intended and encourage competition and not be unduly restrictive in satisfying the City's needs. No person preparing specifications shall receive any direct or indirect benefit from the utilization of specifications, other than fees paid for the preparation of specifications.

31. **COST OF BID/PROPOSAL PREPARATION:** The City shall not reimburse the cost of developing presenting or providing any response to this solicitation. Offers submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner.

32. **PUBLIC RECORD:** All offers submitted in response to this solicitation shall become the property of the City and shall become a matter of public record available for review, subsequent to the award notification, in accordance with the City's Procurement Code. However, subsequent to the award of the contract, any information and documents obtained by the City

during the course of an audit conducted in accordance with Paragraph 19 above for the purpose of determining compliance by Contractor or a Subcontractor with the Contractor Immigration Warranty mandated by Paragraph 3 above shall remain confidential and shall not be made available for public review or produced in response to a public records request, unless the City is ordered or otherwise directed to do so by a court of competent jurisdiction.

33. **ADVERTISING:** Contractor shall not advertise or publish information concerning this Contract, without prior written consent of the City.

34. **DELIVERY ORDERS:** The City shall issue a Purchase Order for the material and/or services covered by this contract. All such documents shall reference the contract number as indicated on the Offer and Contract Award (COP Form 203).

35. **FUNDING:** Any contract entered into by the City of Peoria is subject to funding availability. Fiscal years for the City of Peoria are July 1 to June 30. The City Council approves all budget requests. If a specific funding request is not approved, the contract shall be terminated.

36. **DISCLAIMER:** The City of Peoria, Arizona provides current and complete solicitation information for registered Plan Holders only. Updates, amendments and related information regarding the solicitation contained herein will be delivered only to registered Plan Holders. The City assumes no liability or duty to so update or send any update to persons who are not Plan Holders. Any person who acquires these documents from any source other than the City website or directly from the Materials Management Division, has no assurance that the solicitation is valid. No person may amend this document, nor may any person publish it without this disclaimer.

37. **PAYMENT:** A separate invoice shall be issued for each shipment of material or service performed, and no payment will be issued prior to receipt of material and/or services and correct invoice.

38. **PROHIBITED LOBBYING ACTIVITIES:** The Offeror, his/her agent or representative shall not contact, orally or in any written form any City elected official or any City employee other than the Materials Management Division, the procuring department, City Manager, Deputy City Manager or City Attorney's office (for legal issues only) regarding the contents of this solicitation or the solicitation process commencing from receipt of a copy of this request for proposals and ending upon submission of a staff report for placement on a City Council agenda. The Materials Manager shall disqualify an Offeror's proposal for violation of this provision. This provision shall not prohibit an Offeror from petitioning an elected official after submission of a staff report for placement on a City Council agenda or engaging in any other protected first amendment activity after submission of a staff report for placement on a City Council agenda.

39. **PROHIBITED POLITICAL CONTRIBUTIONS:** Consultant during the term of this Agreement shall not make a contribution reportable under Title 16, Chapter 6, Article 1, Arizona Revised Statutes to a candidate or candidate committee for any city elective office during the term of this Agreement. The City reserves the right to terminate the Agreement without penalty for any violation of this provision.

SPECIAL TERMS AND CONDITIONS

Solicitation Number: P11-0080

Materials Management Procurement
9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

1. **Purpose:** Pursuant to provisions of the City Procurement Code, the City of Peoria, Materials Management Division intends to establish a contract for **Road Materials**.

2. **Authority:** This Solicitation as well as any resultant contract is issued under the authority of the City Materials Manager. No alteration of any resultant contract may be made without the express written approval of the City Materials Manager in the form of an official contract amendment. Any attempt to alter any contract without such approval is a violation of the contract and the City Procurement Code. Any such action is subject to the legal and contractual remedies available to the City inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the contractor.

3. **Offer Acceptance Period:** In order to allow for an adequate evaluation, the City requires an offer in response to this Solicitation to be valid and irrevocable for ninety (90) days after the opening time and date.

4. **Eligible Agencies:** Any contract resulting from this Solicitation shall be for the use of all City of Peoria departments, agencies and boards.

5. **Cooperative Purchasing:** Any contract resulting from this solicitation shall be for the use of the City of Peoria. In addition, specific eligible political subdivisions and nonprofit educational or public health institutions may also participate at their discretion. In order to participate in any resultant contract, a political subdivision or nonprofit educational or public health institution must have been invited to participate in this specific solicitation and the contractor must be in agreement with the cooperative transaction. In addition to cooperative purchasing, any eligible agency may elect to participate (piggyback) on any resultant contract; the specific eligible political subdivision, nonprofit educational or public health institution and the contractor must be in agreement.

   Any orders placed to the successful contractor will be placed by the specific agencies participating in this purchase. Payment for purchases made under this agreement will be the sole responsibility of each participating agency. The City shall not be responsible for any disputes arising out of transactions made by others.

6. **Contract Type:** Firm Fixed Price

7. **Term of Contract:** The term of any resultant contract shall commence on the first day of the month following the date of award and shall continue for a period of one (1) year thereafter, unless terminated, cancelled or extended as otherwise provided herein.

8. **Contract Extension:** By mutual written contract amendment, any resultant contract may be extended for supplemental periods of up to a maximum of forty-eight (48) months.

9. **Affirmative Action:** It is the policy of the City of Peoria that suppliers of goods or services to the City adhere to a policy of equal employment opportunity and demonstrate an affirmative effort to recruit, hire, and promote regardless of race, color, religion, gender, national origin, age or disability. The City of Peoria encourages diverse suppliers to respond to solicitations for products or services.

10. **Shipping Terms:** Prices shall be F.O.B. Point of Origin. The City shall assume control when received by the carrier. Contractor shall ship by the best and least costly way with all freight charges the responsibility of the City.

11. **Delivery:** Delivery shall be made within twenty-four (24) hours of receipt of a purchase order.

12. **Non-Exclusive Contract:** Any contract resulting from this Solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of the City of Peoria. The City reserves the right to obtain like goods or services from another source when necessary. Off-Contract Purchase Authorization may only be approved by the City Materials Manager. Approval shall be at the discretion of the City Materials Manager and shall be conclusive, however, approval shall be granted only after a proper review and when deemed to be appropriate. Off-contract procurement shall be consistent with the City Procurement Code.

13. **Taxes:** Prices offered shall include all applicable State and local taxes. The City will pay all applicable taxes. Taxes must be listed as a separate item on the price sheet attached to this Solicitation and on all invoices.

14. **Warranty:** Each offer shall include a complete and exclusive statement of the product warranty.

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15. **Price Adjustment:** The City of Peoria Purchasing Office will review fully documented requests for price increases after any contract has been in effect for one (1) year. Any price increase adjustment will only be made at the time of contract extension and will be a factor in the extension review process. The City of Peoria Materials Management Division will determine whether the requested price increase or an alternate option, is in the best interest of the City. Any price adjustment will be effective upon the effective date of the contract extension.

16. **Price Reduction:** A price reduction adjustment may be offered at any time during the term of a contract and shall become effective upon notice.

17. **Discussions:** In accordance with the City of Peoria Procurement Code, after the initial receipt of proposals, discussions may be conducted with offerors who submit proposals determined to be reasonably susceptible of being selected for award.

18. **Insurance Requirements:** The Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rating of A-, or approved unlicensed in the State of Arizona with policies and forms satisfactory to the City.

    All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted; failure to do so may, at the sole discretion of the City, constitute a material breach of this Contract.

    The Contractor's insurance shall be primary insurance as respects the City, and any insurance or self-insurance maintained by the City shall not contribute to it.

    Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the City.

    The insurance policies, except Workers' Compensation, shall contain a waiver of transfer rights of recovery (subrogation) against the City, its agents, representatives, directors, officers, and employees for any claims arising out of the Contractor's acts, errors, mistakes, omissions, work or service.

    The insurance policies may provide coverage which contain deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to the City under such policies. The Contractor shall be solely responsible for the deductible and/or self-insured retention and the City, at its option, may require the Contractor to secure payment of such deductibles or self-insured retentions by a Surety Bond or an irrevocable and unconditional letter of credit.

    The City reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and endorsements. The City shall not be obligated, however, to review same or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of the City's right to insist on, strict fulfillment of Contractor's obligations under this Contract.

    The insurance policies, except Workers' Compensation and Professional Liability, required by this Contract, shall name the City, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

19. **Required Insurance Coverage:**

    a. Commercial General Liability

       Contractor shall maintain Commercial General Liability insurance with a limit of not less than $1,000,000 for each occurrence with a $2,000,000 Products/Completed Operations Aggregate and a $2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00011207 or any replacements thereof. The coverage shall not exclude X, C, U.

       Such policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, nor any provision which would serve to limit third party action over claims.

The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form B, CG 20370704, and shall include coverage for Contractor's operations and products and completed operations.

If required by this Contract the Contractor subletting any part of the work, services or operations awarded to the Contractor shall purchase and maintain, at all times during prosecution of the work, services or operations under this Contract, an Owner's and Contractor's Protective Liability insurance policy for bodily injury and property damage, including death, which may arise in the prosecution of the Contractor's work, service or operations under this Contract. Coverage shall be on an occurrence basis with a limit not less than $1,000,000 per occurrence, and the policy shall be issued by the same insurance company that issues the Contractor's Commercial General Liability insurance.

b. Automobile Liability

Contractor shall maintain Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than $1,000,000 each occurrence with respect to the Contractor's any owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work. Coverage will be at least as broad as coverage code 1, "any auto", (Insurance Service Office, Inc. Policy Form CA 00010306, or any replacements thereof). Such insurance shall include coverage for loading and off loading hazards. If hazardous substances, materials or wastes are to be transported, MCS 90 endorsement shall be included and $5,000,000 per accident limits for bodily injury and property damage shall apply.

c. Workers' Compensation

The Contractor shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services; and, Employer's Liability insurance of not less than $100,000 for each accident, $100,000 disease for each employee, and $500,000 disease policy limit.

In case any work is subcontracted, the Contractor will require the Subcontractor to provide Workers' Compensation and Employer's Liability to at least the same extent as required of the Contractor.

20. **Certificates of Insurance:** Prior to commencing work or services under this Contract, Contractor shall furnish the City with Certificates of Insurance, and formal endorsements as required by the Contract, issued by Contractor's insurer(s), as evidence that policies providing the required coverages, conditions and limits required by this Contract are in full force and effect.

In the event any insurance policy(ies) required by this contract is(are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of the Contractor's work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to the City fifteen (15) days prior to the expiration date.

All Certificates of Insurance shall be identified with bid serial number and title. A $25.00 administrative fee will be assessed for all certificates received without the appropriate bid serial number and title.

21. **Cancellation and Expiration Notice:** Insurance required herein shall not expire, be canceled, or materially changed without thirty (30) days prior written notice to the City.

22. **Evaluation:** In accordance with the City of Peoria Procurement Code, awards shall be made to the lowest responsible and responsive bidder whose bid conforms in all material respects to the Invitation For Bid.

23. **Independent Contractor:**

a. General

i. The Contractor acknowledges that all services provided under this Agreement are being provided by him as an independent contractor, not as an employee or agent of the City Manager or the City of Peoria.

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ii. Both parties agree that this Agreement is nonexclusive and that Contractor is not prohibited from entering into other contracts nor prohibited from practicing his profession elsewhere.

b. Liability

i. The City of Peoria shall not be liable for any acts of Contractor outside the scope of authority granted under this Agreement or as the result of Contractor's acts, errors, misconduct, negligence, omissions and intentional acts.

ii. To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the City, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work or services of the Contractor, its employees, agents, or any tier of subcontractors in the performance of this Contract. Contractor's duty to defend, hold harmless and indemnify the City, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting therefrom, caused by any acts, errors, mistakes, omissions, work or services in the performance of this Contract including any employee of the Contractor or any tier of subcontractor or any other person for whose acts, errors, mistakes, omissions, work or services the Contractor may be legally liable.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

c. Other Benefits

The Contractor is an independent contractor, therefore, the City Manager will not provide the Contractor with health insurance, life insurance, workmen's compensation, sick leave, vacation leave, or any other fringe benefits. Further, Contractor acknowledges that he is exempt from coverage of the Comprehensive Benefit and Retirement Act (COBRA). Any such fringe benefits shall be the sole responsibility of Contractor.

24. **Key Personnel:** It is essential that the Contractor provide adequate experienced personnel, capable of an devoted to the successful accomplishment of work to be performed under this contract. The Contractor must agree to assign specific individuals to the key positions.

a. The Contractor agrees that, once assigned to work under this contract, key personnel shall not be removed or replaced without written notice to the City.

b. If key personnel are not available for work under this contract for a continuous period exceeding 30 calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the Contractor shall immediately notify the City, and shall, subject to the concurrence of the City, replace such personnel with personnel of substantially equal ability and qualifications.

25. **Manufacturer's Representative:** Dealers who submit an offer as a manufacturer's representative must supplement the offer with a letter from each manufacturer involved, certifying that the vendor is a bona fide dealer for the specific equipment presented, that the vendor is authorized to submit an offer on such equipment, and guarantees that should the dealer fail to satisfactorily fulfill any obligations established as a result of the anticipated contract awards, the manufacturer, upon assignment by the City, will either assume and discharge such obligations or provide for their competent assumption by one or more bona fide dealers for the balance of the contract period.

26. **Estimated Quantities:** This solicitation references quantities as a general indication of the needs of the City. The City anticipates considerable activity resulting from contracts that will be awarded as a result of this solicitation; however, the quantities shown are estimates only and the City reserves the right to increase or decrease any quantities actually acquired.

No commitment of any kind is made concerning quantities and that fact should be taken into consideration by each potential contractor.

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27. **Ordering Process:** Upon award of a contract by the City of Peoria, Materials Management Division may procure the specific material and/or service awarded by the issuance of a purchase order to the appropriate contractor. The award of a contract shall be in accordance with the City of Peoria Procurement Code and all transactions and procedures required by the Code for public bidding have been complied with. A purchase order for the awarded material and/or service that cites the correct contract number is the only document required for the department to order and the contractor to delivery the material and/or service.

    Any attempt to represent any material and/or service not specifically awarded as being under contract with the City of Peoria is a violation of the contract and the City of Peoria Procurement Code. Any such action is subject to the legal and contractual remedies available to the City inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the contractor.

28. **Billing:** All billing notices to the City shall identify the specific item(s) being billed and the purchase order number. Items are to be identified by the name, model number, and/or serial number most applicable. Any purchase/delivery order issued by the requesting agency shall refer to the contract number resulting from this solicitation.

29. **Current Products:** All products offered in response to this solicitation shall be new and in current and ongoing production shall have been formally announced for general marketing purposes; shall be a model or type currently functioning in a user (paying customer) environment and capable of meeting or exceeding all specifications and requirements set forth in this solicitation.

30. **Product Discontinuance:** The City may award contracts for particular products and/or models of equipment as a result of this solicitation. In the event that a product or model is discontinued by the manufacturer, the City at its sole discretion may allow the contractor to provide a substitute for the discontinued item. The contractor shall request permission to substitute a new product or model and provide the following:

    a. A formal announcement from the manufacturer that the product or model has been discontinued.

    b. Documentation from the manufacturer that names the replacement product or model.

    c. Documentation that provides clear and convincing evidence that the replacement meets or exceeds all specifications required by the original solicitation.

    d. Documentation that provides clear and convincing evidence that the replacement will be compatible with all the functions or uses of the discontinued product or model.

    e. Documentation confirming that the price for the replacement is the same as or less than the discontinued product or model.

31. **Inventory:** The City of Peoria has an ongoing requirement for the material indicated in this solicitation. It is an express condition of any award that a contractor shall maintain a reasonable stock on hand for delivery to the requesting agency. Failure to maintain such a stock may result in cancellation.

32. **Hazardous Materials Requirements:** Bidder shall provide a copy of the current Materials Safety Data Sheet (MSDS) for the product(s) offered. The MSDS must include all chemical compounds present in concentrations greater than 0.1% for each product offered.

33. **Safety Training Program:** The Contractor shall provide a copy of their written safety training materials for City Employees that will be on-site at the Contractors' place of business. Information on proper product use, storage and disposal of each product offered shall be included.

34. **Returned Material:** The Contractor shall accept returned product that was purchased as a result of this IFB for which the City no longer has a need. The Contractor shall also issue a credit for all returned materials at the time of return.

35. **Serial Numbers:** Offers shall be for equipment on which the original manufacturer's serial number has not been altered in any way. Throughout the contract term, the City reserves the right to reject any altered equipment.

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36. **Licenses:** Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor.

37. **Brand Names:** Any manufacturer's names, trade names, brand names or catalog numbers used in the specifications are for the purpose of describing and establishing the quality level, design and performance desired. Such references are not intended to limit or restrict bidding by other vendors but are intended to establish the quality, design or performance which is desired. Any offer which proposes like quality, design or performance will be considered.

38. **Safety Standards:** All items supplied on this contract shall comply with the current applicable Occupational Safety and Health Standards of the State of Arizona Industrial Commission, the National Electric Code, and the National Fire Protection Association Standards.

39. **Usage Report:** It is an express condition of any award that the successful vendor(s) shall provide the City of Peoria, Materials Management Division with a quarterly report delineating the number of items by commodity number as show on the bid for each item. Format for the usage report will be issued to the successful bidder(s).

40. **Confidential Information:**

    a. If a person believes that a bid, proposal, offer, specification, or protest contains information that should be withheld, a statement advising the Materials Supervisor of this fact shall accompany the submission and the information shall be identified.

    b. The information identified by the person as confidential shall not be disclosed until the Materials Supervisor makes a written determination.

    c. The Materials Supervisor shall review the statement and information and shall determine in writing whether the information shall be withheld.

    d. If the Materials Supervisor determines to disclose the information, the Materials Supervisor shall inform the bidder in writing of such determination.

41. **Confidentiality of Records:** The contractor shall establish and maintain procedures and controls that are acceptable to the City for the purpose of assuring that information contained in its records or obtained from the City or from others in carrying out its functions under the contract shall not be used or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the contract. Persons requesting such information should be referred to the City. Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of contractor as needed for the performance of duties under the contract.

42. **Identity Theft Prevention:** The Contractor shall establish and maintain Identity Theft policies, procedures and controls for the purpose of assuring that "personal identifying information," as defined by A.R.S. § 13-2001(10), as amended, contained in its records or obtained from the City or from others in carrying out its responsibilities under the Contract, is protected at all times and shall not be used by or disclosed to unauthorized persons. Persons requesting such information should be referred to the City. Contractor also agrees that any "personal identifying information" shall not be disclosed other than to employees or officers of Contractor as needed for the performance of duties under the Contract. Contractor agrees to maintain reasonable policies and procedures designed to detect, prevent and mitigate the risk of identity theft. Contractor is required under this contract to review the City of Peoria's Identity Theft Program and to report to the Program Administrator any Red Flags as defined within that program. At a minimum, the contractor will have the following Identity Theft procedures in place:

    a. Solicit and retain only the "personal identifying information" minimally necessary for business purposes related to performance of the Contract.

    b. Ensure that any website used in the performance of the contract is secure. If a website that is not secure is to be used, the City shall be notified in advance before any information is posted. The City reserves to right to restrict the use of any non-secure websites under this contract.

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c. Ensure complete and secure destruction of any and all paper documents and computer files at the end of the contracts retention requirements.

d. Ensure that office computers are password protected and that computer screens lock after a set period of time.

e. Ensure that offices and workspaces containing customer information are secure.

f. Ensure that computer virus protection is up to date.

43. **Multiple Awards:** In order to assure that any ensuing contracts will allow the City to fulfill current and future requirements, the City reserves the right to award contracts to multiple companies. The actual utilization of any contract will be at the sole discretion of the City. The fact that the City may make multiple awards should be taken into consideration by each potential contractor.

44. **Contract Termination:** Any contract entered into as a result of this Solicitation is for the convenience of the City and as such, may be terminated without default by the City by providing a written thirty (30) day notice of termination.

45. **Cancellation:** The City reserves the right to cancel the whole or any part of this contract due to failure by the contractor to carry out any obligation, term or condition of the contract. The City will issue written notice to the contractor for acting or failing to act as in any of the following:

a. The contractor provides material that does not meet the specifications of the contract;

b. The contractor fails to adequately perform the services set forth in the specifications of the contract;

c. The contractor fails to complete the work required or to furnish the materials required within the time stipulated in the contract;

d. The contractor fails to make progress in the performance of the contract and/or gives the City reason to believe that the contractor will not or cannot perform to the requirements of the contract.

e. Upon receipt of the written notice of concern, the contractor shall have ten (10) days to provide a satisfactory response to the City. Failure on the part of the contractor to adequately address all issues of concern may result in the City resorting to any single or combination of the following remedies:

f. Cancel any contract;

g. Reserve all rights or claims to damage for breach of any covenants of the contract;

h. Perform any test or analysis on materials for compliance with the specifications of the contract. If the results of any test or analysis find a material non-compliance with the specifications, the actual expense of testing shall be borne by the contractor;

i. In case of default, the City reserves the right to purchase materials, or to complete the required work in accordance with the City Procurement Code. The City may recover any actual excess costs from the contractor by:

   i. Deduction from an unpaid balance;

   ii. Collection against the bid and/or performance bond, or;

   iii. Any combination of the above or any other remedies as provided by law.

46. **Default:** The City, by written notice of default to the contractor, may terminate the whole or any part of this contract in any one of the following circumstances:

a. If the contractor fails to make delivery of the supplies or to perform the services within the time specified; or

b. If the contractor fails to perform any of the other provisions of this contract, and fails to remedy the situation within a period of ten (10) days after receipt of notice.

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47. **Contract Default:** The City, by written notice of default to the contractor, may terminate the whole or any part of this contract in any one of the following circumstances:

    a. If the contractor fails to make delivery of the supplies or to perform the services within the time specified; or

    b. If the contractor fails to perform any of the other provisions of this contract; and fails to remedy the situation within a period of ten (10) days after receipt of notice.

    In the event the City terminates this contract in whole or part, the City may procure supplies or services similar to those terminated, and the contractor shall be liable to the City for any excess costs for such similar supplies or services.

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I. Base Materials for Stockpile at City Yard and Special Projects:

1. The materials required by the City shall be as follows:

a. Crushed aggregate per M.A.G. Specifications, Sections 701 and 702 (ABC Backfill).

b. Sand per M.A.G. Specifications, Section 701.3.2. (Washed Sand).

c. 1/2 sack slurry M.A.G. ABC

d. No sack slurry M.A.G. ABC

2. Stockpile

a. Delivery location for Stockpile shall be: Public Services Yard
8850 N. 79th Avenue
Peoria, Arizona 85345

b. Pricing for Stockpile shall include delivery and unloading charges.

3. Special Projects

a. Delivery for Special Projects shall be: On-site within Peoria City Limits
Notification of delivery upon order.

b. Materials shall be unloaded only in selected locations approved by the City.

c. Contracter shall provide pricing for Special Projects delivery, unloading and standby as specified on the Price Sheet.

II. Asphalt and Asphalt with Cement for Street Repair:

1. Asphalt Mix

Contractors for use on City of Peoria projects shall use the following set of asphalt mix designs: M.A.G. specification Section 711.

2. Sand Seal

All sand seal shall be 6.5% oil content meeting M.A.G. specification 701.3.1 for sand.

3. Will-Call Requirement by City for Approved Mixes:

Material shall be available for pick up on a daily basis on regular workdays, Monday through Friday, excluding holidays.

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a. Asphalt shall be available for pick-up during normal working hours of Monday through Friday, 6:00 A.M. to 4:00 P.M.

b. Asphalt provided shall be per M.A.G. specifications section 701.3.1

c. Location of plant shall not exceed twenty (20) miles in any one-direction from the location of 79th Avenue and Olive, Peoria, Arizona.

d. When City picks up new material, contractor shall accept the City's used load of asphalt materials for recycling, at no additional charge to the City.

4. **Delivery Requirement by City for Approved Mixes:**

Material shall be delivered as required on a daily basis on regular workdays, Monday through Friday, excluding holidays.

a. Asphalt shall be available for delivery during normal working hours of Monday through Friday, 6:00 A.M. to 4:00 P.M.

b. Asphalt provided shall be per M.A.G. specifications section 701.3.1

c. When delivery is required, the City shall notify the Contractor of the location at the time of the order. All deliveries shall be within Peoria City Limits.

d. Materials shall be unloaded only in selected locations approved by the City.

e. Contracter shall provide pricing for delivery, unloading and standby as specified on the Price Sheet.

5. **Sample Test**

Should the City have a question on a possible batch of faulty mix, the vendor shall perform a sample test at no additional cost to the City. Test results shall be provided to the City in a reasonable time frame.

6. **Off-Hour Requirements - Optional**

a. Upon 24 hours notification, contractor shall open plant and furnish hot mix on a pickup basis after normal business hour (evenings and nights) or on weekends.

b. Contracter shall provide pricing for plant opening and price differential as specified on the Price Sheet.

PRICE SHEET

Solicitation Number: P11-0080

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Company Name: Vulcan Materials Co.

Item	Description of material and/or services	Quantity	Unit	Unit Price	Extended Price
	One Year Estimated Quantity				
I.	**Base Material**				
1.	ABC Backfill	2500	Ton	$ 9.00	$ 22,500.00
2.	Sand (Washed)	150	Ton	$ 12.00	$ 1,800.00
3.	½ Slurry M.A.G. ABC	100	CUYD	$ no bid	$
4.	No Sack Slurry M.A.G. ABC	100	CUYD	$ no bid	$
5.	Asphalt Millings (GSA)	1000	Ton	$ 7.00	$ 7,000.00
	Section "I" Subtotal				$ 31,300.00
	Base Material Delivery Charges				
	ABC Backfill or Sand (Washed) – Less than 20 Tons	1	Job	$ 5.75	per ton
	ABC Backfill or Sand (Washed) - 20 to less than 40 Tons	1	Job	$ 5.75	per ton
	ABC Backfill or Sand (Washed)- 40 to less than 60 Tons	1	Job	$ 5.75	per ton
	ABC Backfill or Sand (Washed)- 60 to less than 80 Tons	1	Job	$ 5.75	per ton
	ABC Backfill or Sand (Washed)-80 to less than 100 Tons	1	Job	$ 5.75	per ton
	Asphalt Millings (GSA)	1000	Ton	$ 5.75	per ton
	Minimum Load for Delivery 24.5 ton				
	Base Material Delivery Charges				
	Slurry – Less than 2 Yards	1	Job	$ no bid	
	Slurry – 2 to less than 4 Yards	1	Job	$ no bid	
	Slurry – 4 to less than 7 Yards	1	Job	$ no bid	
	Slurry – 7 to less than 10 Yards	1	Job	$ no bid	
	Slurry – 10 to less than 15 Yards	1	Job	$ no bid	
	Slurry – 15 to less than 20 Yards	1	Job	$ no bid	
	Slurry – 20 to less than 30 Yards	1	Job	$ no bid	
	Slurry – 30 to less than 40 Yards	1	Job	$ No bid	
	Slurry – 40 to less than 50 Yards	1	Job	$ no bid	
	Standby Time – Flat hourly charge		Hour	$ no bid	
	Minimum Load for Delivery no bid				

PRICE SHEET

Solicitation Number: P11-0080

Materials Management
Procurement
9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

Company Name: Vulcan Materials Co.

Item	Description of material and/or services	Quantity	Unit	Unit Price	Extended Price
II.	**Asphalt Per Specifications**				
1.	3/8" Fine Dense Graded Hot Mix Asphalt	500	Ton	$ 61.00	$ 30,500.00
2.	3/8 Fine Dense Graded Hot Mix Asphalt with Cement	250	Ton	$ no bid	$
3.	½" Fine Dense Grade Hot Mix Asphalt	1500	Ton	$ 60.00	$ 90,000.00
4.	½" Fine Dense Grade Hot Mix Asphalt with Cement	1000	Ton	$ no ibid	$
5.	3/4" Fine Dense Grade Hot Mix Asphalt	500	Ton	$ 59.00	$ 29,500.00
6.	3/4" Fine Dense Grade Hot Mix Asphalt with Cement	500	Ton	$ no bid	$
7.	#4 Sand Seal	125	Ton	$ no bid	$
	Section "II" Subtotal				$ 150,000.00
	Hot Mix Asphalt Delivery Charges				
	Hot Mix Asphalt – Less than 20 Tons	1	Job	$ 5.75	per ton
	Hot Mix Asphalt – 20 to less than 40 Tons	1	Job	$ 5.75	per ton
	Hot Mix Asphalt - 40 to less than 60 Tons	1	Job	$ 5.75	per ton
	Hot Mix Asphalt - 60 to less than 80 Tons	1	Job	$ 5.75	per ton
	Hot Mix Asphalt - 80 to less than 100 Tons	1	Job	$ 5.75	per ton
	Hot Mix Asphalt - 100 to less than 120 Tons	1	Job	$ 5.75	per ton
	Hot Mix Asphalt - 120 to less than 140 Tons	1	Job	$ 5.75	per ton
	Hot Mix Asphalt - 140 to less than 160 Tons	1	Job	$ 5.75	per ton
	Hot Mix Asphalt - 160 to less than 180 Tons	1	Job	$ 5.75	per ton
	Hot Mix Asphalt - 180 to less than 200 Tons	1	Job	$ 5.75	per ton
	Hot Mix Asphalt - 200 to less than 220 Tons	1	Job	$ 5.75	per ton
	Hot Mix Asphalt – 220 to less than 240 Tons	1	Job	$ 5.75	per ton
	Hot Mix Asphalt - 240 to less than 260 Tons	1	Job	$ 5.75	per ton
	Hot Mix Asphalt - 260 to less than 280 Tons	1	Job	$ 5.75	per ton
	Hot Mix Asphalt - 280 to less than 300 Tons	1	Job	$ 5.75	per ton
	Standby Time		Hour	$ 85.00	
	Minimum Load for Delivery 24.5 ton				

PRICE SHEET

Solicitation Number: P11-0080

Materials Management
Procurement
9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

Company Name: Vulcan Materials Co.

Item	Description of material and/or services	Quantity	Unit	Unit Price	Extended Price
	Off-Hour Requirements - Optional				
1.	**Plant Opening Charge - with 24 hour notice**				
	Hot Mix Asphalt – Less than 20 Tons	1	Job	$ 500.00	
	Hot Mix Asphalt – 20 to less than 40 Tons	1	Job	$ 500.00	
	Hot Mix Asphalt - 40 to less than 60 Tons	1	Job	$ 500.00	
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	Hot Mix Asphalt - 180 to less than 200 Tons	1	Job	$ 500.00	
	Hot Mix Asphalt – Over 200 Tons	1	Job	$ 500.00	
2.	**Weekend/Overtime product price differential per Ton**	1	Ton	$ 2.00	
	Subtotal I & II:				$ 181,300.00
	Tax Rate 9.3 **% Taxes:**				$ 16,860.90
	Grand Total:				$ 198,160.90

City of Peoria requires delivery within twenty-four (24) hours A.R.O.

Bidder offers delivery within 24 hours A.R.O.

Does availability depend on what mix a particular plant is producing at the time? X Yes _____ No

QUESTIONNAIRE

Solicitation Number: P11-0080

Materials Management
Procurement

9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

Please list a minimum of three (3) references whom the Materials Management Division may contact:

1. Company: City of Phoenix

   Contact: June Hanson Phone: 602-262-7799

   Address: 251 W. Washington Street
   Description of Work: Phoenix, Az. 85003

   Annual Value:

2. Company: City of Mesa

   Contact: Diane Ross Phone: 480-644-2064

   Address: 20 E. Main Street, Suite#400
   Description of Work: Mesa, Az. 85211-1466

   Annual Value:

3. Company: Maricopa County

   Contact: Matthew Bauer Phone: 602-506-3454

   Address: 320 W. Lincoln Street
   Description of Work: Phoenix, Az. 85003

   Annual Value:

	QUESTIONNAIRE	**Materials Management** **Procurement**
	Solicitation Number: P11-0080	9875 N. 85th Ave., 2nd Fl. Peoria, Arizona 85345-6560 Phone: (623) 773-7115 Fax: (623) 773-7118

Bidders are to indicate below any exceptions they have taken to the Specifications:

	QUESTIONNAIRE	Materials Management Procurement
	Solicitation Number: P11-0080	9875 N. 85th Ave., 2nd Fl. Peoria, Arizona 85345-6560 Phone: (623) 773-7115 Fax: (623) 773-7118

☐ **Attach a copy of your Contractor's License to your bid submittal.**

☐ **Attach a copy of your Business License to your bid submittal.**

	QUESTIONNAIRE	Materials Management Procurement
	Solicitation Number: P11-0080	9875 N. 85th Ave., 2nd Fl. Peoria, Arizona 85345-6560 Phone: (623) 773-7115 Fax: (623) 773-7118

Has your firm been certified by any jurisdiction in Arizona as a minority or woman owned business enterprise? Yes_____, No__X_____.

If yes, please provide details and documentation of the certification.

PRICE SHEET

Solicitation Number: P11-0080

Materials Management
Procurement
9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

Company Name: Vulcan Materials Co.

Item	Description of material and/or services	Quantity	Unit	Unit Price	Extended Price
	One Year Estimated Quantity				
I.	**Base Material**				
1.	ABC Backfill	2500	Ton	$ 9.00	$ 22,500.00
2.	Sand (Washed)	150	Ton	$12,00	$ 1,800.00
3.	½ Slurry M.A.G. ABC	100	CUYD	$no bid	$
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	Asphalt Millings (GSA)	1000	Ton	$ 5.75	per ton
	Minimum Load for Delivery 24.5 ton				
	Base Material Delivery Charges				
	Slurry – Less than 2 Yards	1	Job	$ no bid	
	Slurry – 2 to less than 4 Yards	1	Job	$ no bid	
	Slurry – 4 to less than 7 Yards	1	Job	$ no bid	
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	Slurry – 10 to less than 15 Yards	1	Job	$ no bid	
	Slurry – 15 to less than 20 Yards	1	Job	$ no bid	
	Slurry – 20 to less than 30 Yards	1	Job	$ no bid	
	Slurry – 30 to less than 40 Yards	1	Job	$ No bid	
	Slurry – 40 to less than 50 Yards	1	Job	$ no bid	
	Standby Time – Flat hourly charge		Hour	$ no bid	
	Minimum Load for Delivery no bid				

PRICE SHEET

Solicitation Number: P11-0080

Materials Management
Procurement
9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
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6.	3/4" Fine Dense Grade Hot Mix Asphalt with Cement	500	Ton	$no bid	$
7.	#4 Sand Seal	125	Ton	$no bid	$
	Section "II" Subtotal				$150,000.00
	Hot Mix Asphalt Delivery Charges				
	Hot Mix Asphalt – Less than 20 Tons	1	Job	$ 5.75	per ton
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	Hot Mix Asphalt - 180 to less than 200 Tons	1	Job	$ 5.75	per ton
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	Hot Mix Asphalt - 240 to less than 260 Tons	1	Job	$ 5.75	per ton
	Hot Mix Asphalt - 260 to less than 280 Tons	1	Job	$ 5.75	per ton
	Hot Mix Asphalt - 280 to less than 300 Tons	1	Job	$ 5.75	per ton
	Standby Time		Hour	$ 85.00	
	Minimum Load for Delivery 24.5 ton				

PRICE SHEET

Solicitation Number: P11-0080

Materials Management
Procurement

9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

Company Name: Vulcan Materials Co.

Item	Description of material and/or services	Quantity	Unit	Unit Price	Extended Price
	Off-Hour Requirements - Optional				
1.	**Plant Opening Charge - with 24 hour notice**				
	Hot Mix Asphalt – Less than 20 Tons	1	Job	$ 500.00	
	Hot Mix Asphalt – 20 to less than 40 Tons	1	Job	$ 500.00	
	Hot Mix Asphalt - 40 to less than 60 Tons	1	Job	$ 500.00	
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	Hot Mix Asphalt - 80 to less than 100 Tons	1	Job	$ 500.00	
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	Hot Mix Asphalt - 120 to less than 140 Tons	1	Job	$ 500.00	
	Hot Mix Asphalt - 140 to less than 160 Tons	1	Job	$ 500.00	
	Hot Mix Asphalt - 160 to less than 180 Tons	1	Job	$ 500.00	
	Hot Mix Asphalt - 180 to less than 200 Tons	1	Job	$ 500.00	
	Hot Mix Asphalt – Over 200 Tons	1	Job	$ 500.00	
2.	**Weekend/Overtime product price differential per Ton**	1	Ton	$ 2.00	
	Subtotal I & II:				$ 181,300.00
	Tax Rate 9.3 **% Taxes:**				$ 16,860.90
	Grand Total:				$ 198,160.90

City of Peoria requires delivery within twenty-four (24) hours A.R.O.

Bidder offers delivery within 24 hours A.R.O.

Does availability depend on what mix a particular plant is producing at the time? X Yes _____ No

CONTRACT AMENDMENT

Solicitation No. P11-0080 Page 1 of 1
Description: Road Materials
Amendment No. One (1) Date: 2/1/12

Materials Management Procurement
9875 N. 85th Ave., 2nd Fl.
Peoria, AZ 85345
Telephone: (623) 773-7115
Fax: (623) 773-7118
Buyer: Christine Finney

In accordance with the Contract Special Terms and Conditions, **Contract Extension**, the above referenced contract shall expire on 5/31/12.

NEW CONTRACT TERM

Contract Term: 6/1/12 to 5/31/13

Contractor hereby acknowledges receipt and agreement. A signed copy shall be filed with the City of Peoria, Materials Management Division.

Signature	Date	Typed Name and Title	Company Name
Teresa Coleman	2/27/2012	Teresa Coleman	Vulcan Materials Co.

Address	City	State	Zip Code
2526 E. University Dr.	Phoenix	AZ	85034

Attested By:
Wanda Nelson
Wanda Nelson, City Clerk

Director: Bill Mattingly, Public Works Director
Michael Jones
Department Rep: Mike Jones, Street Maintenance Supervisor

CC Number
ACON25711A
Contract Number

Approved as to Form: Stephen M. Kemp, City Attorney

The above referenced Contract Amendment is hereby Executed
March 8, 2012 at Peoria, Arizona
Dan Zenko, Materials Management Supervisor

City Seal
Copyright 2003 City of Peoria, Arizona
(Rev 07/05/11)

Official File

A CON 25711A

CONTRACT AMENDMENT

Solicitation No. P11-0080 Page 1 of 1
Description: Road Materials
Amendment No. Two (2) Date: 3/6/13

Materials Management
Procurement
9875 N. 85th Ave., 2nd Fl.
Peoria, AZ 85345
Telephone: (623) 773-7115
Fax: (623) 773-7118
Buyer: Christine Finney

In accordance with the Contract Special Terms and Conditions, Contract Extension, the above referenced contract shall expire on 5/31/13.

NEW CONTRACT TERM

Contract Term: 6/1/13 to 5/31/14

Contractor hereby acknowledges receipt and agreement. A signed copy shall be filed with the City of Peoria, Materials Management Division.

Signature	Date	Typed Name and Title	Company Name
	3/9/13	PAT BARCHUS FOR DEBBIE SHIMER	Vulcan Materials Co.

Address	City	State	Zip Code
2526 E. University Dr.	Phoenix	AZ	85034

Attested By:
for City Clerk

03-07-2013
Director: Bill Mattingly, Public Works Director

Michael Jones
Department Rep: Mike Jones, Street Maintenance Supervisor

CC Number

ACON25711B
Contract Number

Approved as to Form: Stephen M. Kemp, City Attorney

The above referenced Contract Amendment is hereby Executed

March 25, 2013, at Peoria, Arizona

Dan Zenko, Materials Management Supervisor

City Seal
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(Rev 07/06/11)

Official File

A CON 25711B

CONTRACT AMENDMENT

Solicitation No P11-0080 Page 1 of 1
Description Road Materials
Amendment No Three (3) Date 2/11/14

Materials Management Procurement
9875 N 85th Ave , 2nd Fl
Peoria, AZ 85345
Telephone (623) 773-7115
Fax (623) 773-7118
Buyer Christine Finney

In accordance with the Contract Special Terms and Conditions, **Contract Extension**, the above referenced contract shall expire on 5/31/14

NEW CONTRACT TERM Is **6/1/14 to 5/31/15**

Contractor hereby acknowledges receipt and agreement A signed copy shall be filed with the City of Peoria, Materials Management Division

Signature	Date	Typed Name and Title	Company Name
	2/13/2014	Debbie Shimer	Vulcan Materials Co

Address	City	State	Zip Code
2526 E University Dr	Phoenix	AZ	85034

Attested By
Rhonda Geriminsky, City Clerk

02-18-2014
Director Bill Mattingly, Public Works Director

Michael Jones
Department Rep Mike Jones, Street Maintenance Supervisor

CC Number

ACON25711C
Contract Number

Approved as to Form Stephen M Kemp, City Attorney

The above referenced Contract Amendment is hereby Executed

March 13, 2014, at Peoria, Arizona

Dan Zenko
Dan Zenko, Materials Manager

City Seal
Copyright 2003 City of Peoria, Arizona
(Rev 07/05/11)

Official File

ACON25711C

CONTRACT AMENDMENT

Solicitation No. P11-0080 Page 1 of 1
Description: Road Materials
Amendment No. Four (4) Date: 2/4/15

Materials Management Procurement
9875 N. 85th Ave., 2nd Fl.
Peoria, AZ 85345
Telephone: (623) 773-7115
Fax: (623) 773-7118
Buyer: Christine Finney

In accordance with the Contract Special Terms and Conditions, **Contract Extension**, the above referenced contract shall expire on 5/31/15. LAST YEAR OF CONTRACT

NEW CONTRACT TERM Is: **6/1/15 to 5/31/16**

Contractor hereby acknowledges receipt and agreement. A signed copy shall be filed with the City of Peoria, Materials Management Division.

Signature	Date	Typed Name and Title	Company Name
	3/19/15	ERIC OWNBY AREA SALES MANAGER ~~Debbie Shimer~~	Vulcan Materials Co.

Address	City	State	Zip Code
2526 E. University Dr.	Phoenix	AZ	85034

Attested By:
for Rhonda Geriminsky, City Clerk

03-02-2015
Director: Bill Mattingly, Public Works Director

Department Rep: Mike Jones, Street Maintenance Supervisor

CC Number

ACON25711D
Contract Number

Approved as to Form: Stephen M. Kemp, City Attorney

The above referenced Contract Amendment is hereby Executed

April 1, 2015, at Peoria, Arizona

Dan Zenko, Materials Manager

City Seal
Copyright 2003 City of Peoria, Arizona
(Rev 07/05/11)

Official File

ACON25711D

LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
VULCAN MATERIALS COMPANY

EXHIBIT B

Road Materials ACON25711 – Pricing Sheets

PRICE SHEET

Solicitation Number: P11-0080

Materials Management
Procurement

9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

Company Name: Vulcan Materials Co.

Item	Description of material and/or services	Quantity	Unit	Unit Price	Extended Price
	One Year Estimated Quantity				
I.	**Base Material**				
1.	ABC Backfill	2500	Ton	$ 9.00	$ 22,500.00
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5.	Asphalt Millings (GSA)	1000	Ton	$ 7.00	$ 7,000.00
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	Asphalt Millings (GSA)	1000	Ton	$ 5.75	per ton
	Minimum Load for Delivery 24.5 ton				
	Base Material Delivery Charges				
	Slurry – Less than 2 Yards	1	Job	$ no bid	
	Slurry – 2 to less than 4 Yards	1	Job	$ no bid	
	Slurry – 4 to less than 7 Yards	1	Job	$ no bid	
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	Minimum Load for Delivery no bid				

PRICE SHEET

Solicitation Number: P11-0080

Materials Management
Procurement
9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

Company Name: Vulcan Materials Co.

Item	Description of material and/or services	Quantity	Unit	Unit Price	Extended Price
II.	**Asphalt Per Specifications**				
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PRICE SHEET

Solicitation Number: P11-0080

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	Grand Total:				$ 198,160.90

City of Peoria requires delivery within twenty-four (24) hours A.R.O.

Bidder offers delivery within 24 hours A.R.O.

Does availability depend on what mix a particular plant is producing at the time? X Yes _____ No

File #: 15-357, **Version:** 1

AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT WITH POLYDYNE, INC., FOR THE PURCHASE OF POLYMERS UTILIZING A CITY OF SCOTTSDALE COOPERATIVE PURCHASING CONTRACT

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

Purpose and Recommended Action

This is a request for City Council to authorize the Acting City Manager to enter into a multi-year linking agreement with Polydyne, Inc., for the purchase of polymers in an amount not to exceed $897,500 ($147,500 for the initial period and $250,000 annually for the remaining contract term of three years). This cooperative purchase is available through an agreement between the City of Scottsdale and Polydyne, Inc., contract 14PB001, and is effective through November 27, 2015 with three one-year extensions through November 27, 2018.

Background

The Water Services Department functions to provide safe and reliable water and wastewater services for City of Glendale residents and businesses. Water production and treatment requires the use of a variety of chemicals and services to effectively treat surface and ground water for public consumption. Wastewater collection and treatment also requires the use of chemicals and services to effectively treat wastewater to A+ effluent standard for recharge or reuse. To perform these essential functions, Water Services will need to procure chemicals, materials, and support services for use at the city's four water treatment plants, two reclamation facilities and throughout the water distribution and wastewater collection systems.
Polymers are used in the water treatment process as a coagulant aid and functions as a bonding agent during the settling state.

Analysis

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

Polydyne, Inc. was awarded their contract by City of Scottsdale through a competitive bid process and includes a provision for cooperative purchasing. Materials Management and the City Attorney's Office have reviewed and approved the utilization of the agreement from the City of Scottsdale for the defined chemicals and concur the cooperative purchase is in the best interest of the city.

This action will authorize the City Manager to enter into a linking agreement with Polydyne, Inc. through November 27, 2015, and as needed, extend the agreement through November 27, 2018.

Previous Related Council Action

On June 10, 2014, City Council approved the expenditure of funds for chemicals from Polydyne, Inc. in an amount not to exceed $202,500 for the fiscal year 2014-15.

Community Benefit/Public Involvement

Provide customers with safe, reliable, high quality water and wastewater services to ensure public health and the vitality of our community.

Budget and Financial Impacts

Funding is available in the FY2015-16 Water Services operating budget contingent upon Council approval of final budget. Annual budget appropriation thereafter is contingent upon Council approval. Total expenditures are not to exceed $897,500 for the entire term of this agreement.

Cost	Fund-Department-Account
$147,500	**2400-17250-524600, Pyramid Peak Plant**
	2400-17260-524600, Cholla Treatment Plant
	2400-17310-524600, Oasis Surface WTP

Capital Expense? No

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?

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LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
POLYDYNE, INC.

THIS LINKING AGREEMENT (this "Agreement") is entered into as of this ___ day of _____, 20__, between the City of Glendale, an Arizona municipal corporation (the "City"), and Polydyne, Inc., a Delaware corporation ("Contractor"), collectively, the "Parties."

RECITALS

A. On November 27, 2013, the City of Scottsdale entered into a contract with Contractor to purchase the goods and services described in the Water & Wastewater Treatment Chemicals – Lot I Contract No. 14PB001, which is attached hereto as Exhibit A. The Water & Wastewater Treatment Chemicals Contract permits its cooperative use by other governmental agencies including the City. The Water & Wastewater Treatment Chemicals Contract is hereinafter referred at as the Cooperative Purchasing Agreement.

B. Section 2-149 of the City's Procurement Code permits the Materials Manager to procure goods and services by participating with other governmental units in cooperative purchasing agreements when the best interests of the City would be served.

C. Section 2-149 also provides that Materials Manager may enter into such cooperative agreements without meeting the formal or informal solicitation and bid requirements of Glendale City Code Sections 2-145 and 2-146.

D. The City desires to contract with Contractor for supplies identical, or nearly identical, to the supplies Contractor is providing other units of government under the Cooperative Purchasing Agreement. Contractor consents to the City's utilization of the Cooperative Purchasing Agreement as the basis of this Agreement, and Contractor desires to enter into this Agreement to provide the supplies set forth in this Agreement.

AGREEMENT

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

1. Term of Agreement. The City is purchasing the supplies from Contractor pursuant to Cooperative Purchasing Agreement. According to the Cooperative Purchasing Agreement award and rate sheet, which are attached hereto as part of Exhibit B, purchases can be made by governmental entities from the date of award, which was November 27, 2013, until the date the contract expires on November 27, 2015, unless the term of the Cooperative Purchasing Agreement is extended by the mutual agreement of the original contracting parties. The Cooperative Purchasing Agreement, however, may not extend the contract

beyond November 27, 2018. The initial period of this Agreement therefore is the period from the Effective Date of this Agreement until November 27, 2015. The City may renew the term of this Agreement for 3 one-year periods until the Cooperative Purchasing Agreement expires on November 27, 2018. Renewals are not automatic and shall only occur if the City gives the Contractor notice of its intent to renew. The City may give the Contractor notice of its intent to renew this Agreement 30 days prior to the anniversary of the Effective Date to effectuate such a one-year renewal.

2. Scope of Work; Terms, Conditions, and Specifications.

   A. Contractor shall provide City the supplies identified in the Scope of Work attached hereto as Exhibit A.

   B. Contractor agrees to comply with all the terms, conditions and specifications of the Cooperative Purchasing Agreement. Such terms, conditions and specifications are specifically incorporate into and are an enforceable part of this Agreement.

3. Compensation.

   A. City shall pay Contractor compensation at the same rate and on the same schedule as the Cooperative Purchasing Agreement, unless the City and Contractor agree otherwise, as provided in Exhibit B hereto.

   B. The total purchase price for the supplies and/or services purchased under this Agreement shall not exceed eight hundred ninety-seven thousand five hundred dollars ($897,500).

4. Cancellation. This Agreement may be cancelled pursuant to A.R.S. § 38-511.

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

6. E-verify. Contractor complies with A.R.S. § 23-214 and agrees to comply with the requirements of A.R.S. § 41-4401.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE.]

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

"City"

City of Glendale, an Arizona
municipal corporation

By: _____
Richard A. Bowers
Acting City Manager

ATTEST:

_____
Pamela Hanna (SEAL)
City Clerk

APPROVED AS TO FORM:

_____
Michael D. Bailey
City Attorney

"Contractor"

Polydyne, Inc.,
a Delaware corporation

By: _____
~~Lawrence D. Grizzle~~
~~Business Manager~~
Boyd Stanley
Business Director

LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
POLYDYNE, INC.

EXHIBIT A

City of Scottsdale Contract No. 14PB001 – Water & Wastewater Treatment Chemicals

Contract Amendment

INVITATION
FOR BID

WATER & WASTEWATER TREATMENT CHEMICALS

IFB # 14PB001

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WATER & WASTEWATER TREATMENT CHEMICALS

IFB # 14PB001

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	WATER & WASTEWATER TREATMENT CHEMICALS **IFB # 14PB001**

The City of Scottsdale invites sealed submittals for the purchase and delivery of various water and wastewater chemicals to the City Water Campus and various other locations throughout the City.

SOLICITATION CRITICAL DATES

BID/PROPOSAL SUBMITTAL DUE:	**2:00 P.M., LOCAL TIME, SEPTEMBER 5, 2013**
QUESTIONS DUE:	**2:00 P.M., LOCAL TIME, AUGUST 28, 2013**
APPROVED ALTERNATE SUBMITTALS DUE:	**2:00 P.M., LOCAL TIME, AUGUST 28, 2013**

1. *SUBMITTAL RECEIPT AND OPENING*

SEALED SOLICITATION SUBMITTALS WILL BE RECEIVED until **2:00 P.M., LOCAL TIME, SEPTEMBER 5, 2013** at the Purchasing Department Front Desk located on the second floor of the Scottsdale Corporation Yard Building at 9191 E. San Salvador Dr., Scottsdale, AZ 85258. ***All submittals must be date and time stamped at the Purchasing Department front desk on or before the submittal receipt time and date.*** **LATE SUBMITTALS WILL NOT BE ACCEPTED.** To allow staff to complete required internal administrative functions, submittals will be opened, read and the name of each bidder recorded, as a matter of public information, within thirty (30) minutes after the receipt time and date have past.

No Submittal will be considered unless it is submitted on the forms contained herein. ***All submittals must be presented in a sealed envelope or box.*** The outside of the submittal must be clearly marked with the solicitation number, solicitation title and the submitting company's name. This includes envelopes delivered by Fed Ex, UPS, DHL or other carrier.

2. *PRE-BID CONFERENCE*

(Not Applicable)

3. *INFORMATION REQUESTS*

Requests for additional information relating to this bid should be directed to:

Karie Ingles, CPPB
Bid & Contract Specialist
480-312-5744
kingles@scottsdaleaz.gov

4. *SOLICITATION QUESTIONS*

The Bidder shall submit all questions, requests for clarification and inquiries in regards to this Solicitation to Karie Ingles, no less than eight (8) days prior to the original Solicitation opening date. It is preferred that all questions be submitted via email to the appropriate purchasing staff, kingles@scottsdaleaz.gov, where possible. When submitting any questions the Bidder should indicate the page number, Section Number/Clause Title and if possible paragraph number that is being questioned.

It is your responsibility to give notice, in the form of written questions before the bid opening on any item or issue in this solicitation that you believe should not be included or contained in any amendment to this solicitation or that the City failed to include in this solicitation that should have been included, and by your notice, the City could have cured the problem if the item or issue had been timely raised or objected to.

Failure to give notice may constitute a waiver of your right to object to the inclusion or lack of inclusion of the item or issue in this solicitation in any subsequent protest filed by you.

All questions, regardless of the method they are communicated (email, regular mail or hand delivered), must be clearly marked as "Solicitation Questions" and state the Solicitation number in the subject line of the email or on the outside of the envelope. If questions are not submitted via email, the submittal envelope **MUST** be clearly marked with Solicitation number and words "SOLICITATION QUESTIONS", or it may be mistaken as an actual bid submittal and not be opened immediately.

All Solicitation questions **MUST** be received by the Purchasing Division by **2:00 P.M., LOCAL TIME, AUGUST 28, 2013**. Any inquiries received after the specified time will be reviewed on an individual basis by the Purchasing staff to determine if a response would be advantageous for the City.

5. *APPROVED ALTERNATES*

Specifications and plans, if applicable, may contain references to service requirements, equipment and/or materials (patented or unpatented) or "approved alternate(s)." Such references shall be regarded as establishing a standard of quality, finish, appearance, performance or as indicating a selection or design based upon compatibility with existing equipment, materials or details of construction (if applicable) inherent to the project design. Such references shall not be construed as limiting the selection to a specified item, source or design detail. The use of an alternate or substitute, item or source as an approved alternate will be permitted, subject to the following procedure and pursuant to ARS 34-104 if the subject matter of this solicitation involves construction.

5. *APPROVED ALTERNATES – CONT'D*

a. The Bidder shall submit a written Request for Alternate to the contact person listed on page one of this solicitation at least eight (8) days prior to the original deadline for receiving Bids. Requests for alternates submitted to the City's contracted Consultant or other City Staff shall not be reviewed. The submittal envelope must be clearly marked with Solicitation Number and "***REQUEST FOR APPROVED ALTERNATE***". Requests must be time stamped by the Purchasing Division by **2:00 P.M., LOCAL TIME, AUGUST 28, 2013**. The approved alternate request shall include all information necessary for proof of quality and suitability for substitution including benefits, engineering design and data (calculations) and/or detailed plan modifications which may be required by the substitution. The Bidder shall submit additional information and/or samples when required.

The Contract Administrator or his representative, will evaluate the information submitted, perform tests when necessary and make comparisons in order to approve or reject the proposal. If rejected, the Contract Administrator shall give notice of rejection to the Bidder submitting the request for approved alternate.

b. Purchasing, if the request for approved alternate is accepted, shall issue a written addendum to the Solicitation specifying the approved alternates and publish the modification in the same manner as the original solicitation documents.

c. The Specifications may reference equipment or materials "or alternate". The reference to "or alternate" shall be construed to mean "or approved alternate" in every instance. Use of an alternate or substitute item shall be allowed only if approval was received as outlined in this Section.

d. For purposes of submitting a Request for Approved Alternate, the "bidder" is defined as the person or firm entering a submittal to the City in response to this solicitation. Therefore the City will not entertain any submittal for an approved alternate from any party not meeting the definition of bidder.

6. *ENVIRONMENTAL PROCUREMENT POLICY*

The City has established an Environmental Procurement Policy which encourages the inclusion of environmentally responsible products and services available to meet the intended purpose. We encourage the offer of alternatives that broaden the range of environmentally responsible products or services that will meet the performance requirements of this solicitation. IF YOU WISH TO SUBMIT AN ALTERNATIVE, follow the procedures specified in the Instructions to Bidders, Approved Alternate Section of this document., unless the approved alternate clause has been deemed not applicable.

7. PURCHASING WEB SITE

The Purchasing web site provides a wide variety of information including: capability to download solicitations and plan sheets (if applicable), invoicing guidelines, how to introduce your products, list of Buyers commodity lines, etc. The web site can be accessed at http://www.scottsdaleaz.gov/Purchasing. Registering and downloading a solicitation will also provide the supplier with notices of all addendums that are issued.

8. DOWNLOADING SOLICITATIONS

All solicitation documents; plan sheets/drawings if applicable and addenda are available for download in .pdf format. Bidders may print their own copies of these documents or provide the files to any reprographics/copy center in their area. Bidders will no longer be able to pick-up these documents at the Purchasing Department and plan shipments will no longer be available. There will be one set of plan sheets/drawings (if applicable) available for onsite review only at the Purchasing office located at 9191 E. San Salvador Dr., Scottsdale, AZ 85258.

It is imperative that you download the solicitation from the City website at www.scottsdaleaz.gov in order to be notified of associated addenda.

9. EMAIL NOTIFICATION

The City of Scottsdale does not maintain a bidder list, however, on the City's main web site page, select the Email Subscriptions link and subscribe to receive a notification of Solicitation Opportunities twice weekly. – www.scottsdaleaz.gov

10. CITY OF SCOTTSDALE PROCUREMENT CODE

All procurement activities, conducted by the City of Scottsdale, are in conformance with the rules and regulations of the Scottsdale Procurement Code. A copy of the Code is available for review in the Office of the City Clerk located at City Hall, 3939 Drinkwater Boulevard and the Purchasing Office located at 9191 E. San Salvador Drive, Scottsdale, Arizona. A copy of the Code is also available from the Purchasing website:

http://www.scottsdaleaz.gov/Purchasing/Procurement_Code

A hard copy of the Code is available for purchase, for a fee of $10.00, at the Purchasing Office.

11. PROSPECTIVE BIDDER'S CONFERENCE

A prospective bidder's conference may be held. If scheduled, the date and time of this conference will be indicated on the cover page of this document. The purpose of this conference will be to clarify the contents of this Solicitation in order to prevent any misunderstanding of the City's position. This conference will also give Bidders an opportunity to submit any questions and discuss any questions previously submitted.

12. BIDDER'S PRESENTATION

Bidders may be invited to make a presentation. If invited, Bidders will be notified of the date and time of the presentation by the City of Scottsdale Purchasing Department.

13. INELIGIBLE BIDDER

The preparer of the bid specifications is not eligible to submit a bid or proposal on the solicitation for which they prepared the specification, nor is the preparer eligible to supply any product to a bidder or Offeror on the solicitation for which they prepared the specification.

14. OBLIGATIONS

The issuance of this Solicitation does not obligate the City to pay any costs incurred in the preparation and submission of proposals.

15. NON COLLUSION AFFIDAVIT

By signing the Offer Form/Signature Page of the solicitation, or other official contract form, the Bidder certifies that:

In connection with the performance of this solicitation or any resulting Contract, the Bidder is stating and certifying that the Contractor/Company has not either directly, or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive proposing in connection with the preparation or submission of its Submittal in response to this solicitation or any potential resulting Contract.

If any company is jointly owned or associated through common officers/employees with another company(s) that is/are responding to the same solicitation, both/all of those companies must take all precautions so as to make sure the preparation of their bid or proposal submittal is done completely independent of the other company(s) or individual(s). Specifically, any individual working on preparation, approving or signing one submittal can have no knowledge of or interaction with any other bid or proposal submission from a different company for that same solicitation.

If the subject matter of this solicitation is construction, the bidder shall submit a completed and Notarized Non Collusion Affidavit, stating and certifying that said Bidder/Company has not either directly, or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive proposing in connection with the preparation or submission of its Submittal in response to this solicitation or any potential resulting Contract. The Bidder is to return the completed and notarized Non Collusion Affidavit with their submittal.

16. IMMIGRATION LAW COMPLIANCE

By signing the Offer Form/Signature Page of this solicitation, the Bidder certifies and warrants that for all solicitations for services (including construction services) it has complied with the E-Verify Program as required by ARS §23-214(A) or will have complied with the requirements of the E-Verify Program before award. Failure to comply with the E-Verify Program may result in the automatic disqualification of the Submittal as being non-responsive or the termination of any contract awarded and the possible forfeiture of any applicable bond.

16. IMMIGRATION LAW COMPLIANCE – CONT'D

The City will include specific "Compliance with Federal and Arizona State Immigration Laws" language in any contract or subcontract it enters into with the successful Bidder. In addition, this language must be included in any subcontracts that the successful bidder enters into with its subcontractors.

17. LAWFUL PRESENCE IN THE UNITED STATES FOR PERSONS

Arizona State law A.R.S. §1-502 (H.B. 2008) requires that all PERSONS who will be awarded a contract and apply for public benefit must demonstrate through a signed affidavit and the presentation of a copy of documentation that they are lawfully present in the United States.

A PERSON is defined as all NATURAL PERSONS/INDIVIDUALS/SOLE PROPRIETORSHIPS as indicated by your W9 Filing. *(This law does not apply to LLP's, LLC's, PLLC's, Corporations, Limited Partnerships or General Partnerships)*

By submitting your quote, bid or proposal to the City you are agreeing that if you are selected as the awardee and meet the criteria as a PERSON you will abide by this law and sign and submit an AFFIDAVIT DEMONSTRATING LAWFUL PRESENCE IN THE UNITED STATES and attach the appropriate copy of your documentation in proof of that statement. Types of acceptable documentation copies are an Arizona Drivers License issued after 1996, Arizona nonoperating identification license, U.S. birth certificate, U.S. Passport , I-94 Form with photograph and several others that are all listed on the Affidavit form that the City will send to you for your completion prior to issuing any contract.

If you have previously done business with the City and already have filed the above Affidavit with copies of an acceptable documentation please indicate when you submitted it. If your acceptable Affidavit is already on file with the City that will be sufficient to meet this requirement.

If you fail to complete and provide a completed Affidavit and accompanying acceptable copy of your documentation, or not advise us of your prior filing within 10 calendar days of being requested by then you may be considered non responsive and disqualified from that award consideration. You can obtain the complete Affidavit form from the City's Purchasing Department at (480) 312-5700 or the City's website at http://www.scottsdaleaz.gov/Purchasing on the Vendor Resources page at the bottom right under Forms.

18. TAXES/LICENSES

Federal Excise Taxes:

The City of Scottsdale is exempt from certain federal excise taxes. The most common areas where the City is exempt from Federal excise taxes are:

1. Fuel that is used by the City
2. Communication
3. Heavy trucks, trailers and tractors
4. Certain Superfund activity

If there is a specific circumstance that is in doubt you should contact the City to resolve that status of that Federal Excise tax and its applicability.

18. TAXES/LICENSES – CONT'D

Transaction Privilege (Sales) Taxes on the City:
The City of Scottsdale is not exempt from being charged the appropriate Arizona State, County, and City privilege (sales) taxes on the goods and services that we procure. For suppliers within the state of Arizona the City expects to be charged the appropriate privilege taxes on the invoice. For out of state suppliers that do not have the ability to collect Arizona State privilege taxes the City will self accrue such Arizona State and City use taxes for collection and payment to the State of Arizona and City of Scottsdale.

Transaction Privilege (Sales) Taxes on the Supplier / Contractor: Certain Business Services and Activities may have a City of Scottsdale Privilege (sales) tax liability. To determine the City of Scottsdale tax treatment please visit the following website and view the City of Scottsdale Tax Code and other Privilege and Use tax resources.

Questions pertaining to the applicability of taxes shall be directed to the City of Scottsdale Tax & License Section at 480-312-2400. The Contractor shall be responsible for payment of all applicable taxes due on contract income whether or not such taxes are specifically separated in the bid amount.

http://www.scottsdaleaz.gov/taxes/

Certain Business Services and Activities may have a State Privilege (sales) tax liability. To determine the State tax treatment, please visit the following website or contact the Arizona Department of Revenue at 602-716-6578 or 602-716-6657.

http://azleg.state.az.us/ArizonaRevisedStatutes.asp?Title=42

To obtain a State of Arizona Privilege (Sales) Tax License Application, please go to the following website:

http://www.azdor.gov/Business.aspx

The City of Scottsdale requires a license for service-oriented businesses located in Scottsdale that do not have a City of Scottsdale transaction privilege (sales) tax liability. This includes all activities or acts including, but not limited to service, professionals, trades and occupations, personal or corporate. To engage or continue in business the owner must obtain a Business, Occupational and Professional license. Service oriented businesses located outside the City limits are NOT required to obtain a Business, Occupational and Professional License from the City of Scottsdale.

Please visit the following website for the City of Scottsdale Transaction Privilege & Use Tax License and the Business, Occupational and Professional License applications:

http://www.scottsdaleaz.gov/licenses/boplicense

Bidder is solely responsible for any and all tax obligations which may result out of the bidder's performance of this contract. The City has no obligation to pay any amounts for taxes, of any type incurred by the bidder.

18. TAXES/LICENSES – CONT'D

Construction Related Transaction Privilege (Sales) Taxes Responsibility of the Contractor:
The Contractor shall be responsible for payment of all applicable State of Arizona and City of Scottsdale transaction privilege (sales) taxes due on construction income whether or not such taxes are specifically separated in the bid amount. The taxes are to be reported on either a progressive billing (accrual) basis or cash receipts basis, depending on the method chosen at the time application was made for the Privilege (sales) Tax License.

City Privilege (sales) tax exemptions/deductions may be applicable to certain projects. We advise you to consider this as you prepare your bid. Please review, in detail, Sections 415, 465, and 110 of the Scottsdale Revised City Code, Appendix C to determine if exemptions/deductions are applicable. For tax guidance, please reference the City Code and other tax resources at the following website:

http://www.scottsdaleaz.gov/taxes/

The State of Arizona has similar exemptions; please reference ARS Title 42 at the following website:

http://www.azleg.state.az.us/ArizonaRevisedStatutes.asp?Title=42

To determine tax treatment of design/build contracts, please contact the Arizona Department of Revenue at 602-255-2060 and the City of Scottsdale Tax Audit Section at 480-312-2629.

Bids will be evaluated and recommended for award based on the total bid cost including tax.

19. CONTRACTOR'S LICENSING REQUIREMENTS

The Contractor shall state his Arizona State Contractor's License Number and Classification on the Bid Form as evidence that he is licensed to contract the work indicated in the specifications at the time of bid submittal.

In accordance with Article 3, Regulation 32-1151 of the Arizona Registrar of Contractors Statutes and Rules, it is unlawful for any person, firm, partnership, corporation, association or other organization, or a combination of any of them, to engage in the business of, submit a bid or respond to a request for qualification/quotation or a request for proposals for construction services as, act or offer to act in the capacity of or purport to have the capacity of a contractor without having a contractor's license in good standing in the name of the person, firm, partnership, corporation, association or other organization at the time of bid submittal, if such licensing is a requirement of the Arizona Registrar of Contractors.

20. LITIGATION

The Bidder will disclose any issue or potential issue that may have a material bearing on the financial condition, solvency or credit worthiness of the organization. Disclosure includes any material contingent liabilities or uninsured potential losses, involuntary contract terminations in other jurisdictions and any voluntary or involuntary bankruptcy filings over the past 7 years. The Bidder will also disclose any litigation in which the Bidder has been involved in, either as a plaintiff or defendant, within the past 3 years, and the Bidder shall agree to notify the City within 24 hours of any litigation or significant potential for litigation of which the Bidder becomes aware. Further, the Bidder will be required to warrant that it will disclose in writing to the City all litigation involving the Bidder, the Bidder's related organization, owners and key personnel.

21. SUBCONTRACTOR'S LIST

If, at the time of bidding, any bidder intends to subcontract any portion of this contract, the bidder must complete the information required on the Subcontractor's List preceding the Bid Form and include this list with bid submittal documents.

22. SUBCONTRACTORS

During the performance of the Contract, the Contractor may engage any additional Subcontractors as may be required for the timely completion of this Contract, unless specifically prohibited by the specification. The addition of any Subcontractors must first receive the approval of the City. The awarded Contractor may relieve Subcontractors of City Tax liability by providing them with a completed Subcontractor Written Declaration form.

In the event of subcontracting, the sole responsibility for fulfillment of all terms and conditions of this Contract rests with the Contractor. The Contractor assumes responsibility for the proper performance of the work of Subcontractors and any acts and omissions in connection with such performance. Nothing in the Contract Documents is intended or deemed to create any legal or contractual relationship between the City and any Subcontractor or Sub-Subcontractor, including but not limited to any third-party beneficiary rights.

23. CONFIDENTIAL INFORMATION

Requests for nondisclosure of confidential information such as trade secrets and other proprietary data must be made known to the City within the bid submittal.

Bidders are instructed to clearly identify any proprietary information that may be submitted, and, if feasible, package such information in a separate, sealed envelope labeled "Confidential" or "Proprietary".

The City is subject to Arizona statutes and City Charter provisions that permit the inspection of public records. The City cannot insure confidentiality of any portion of a submittal document in the event a public inspection request is made.

23. CONFIDENTIAL INFORMATION – CONT'D

However, in accordance with Section R2-188.23 pertaining to Request for Proposals and Section R2-188.6 pertaining to Invitation for Bids, of the City's Procurement Code, the City shall examine the portions of your proposal noted as "Confidential" and/or "Proprietary". If a determination to disclose the information is made, you shall be so informed.

This is the only notification concerning confidential information that will be given to potential bidders, and this provision should be taken into consideration prior to submitting a bid.

After contract award, and unless otherwise instructed by the bidder, the City shall destroy all information identified as confidential or proprietary in accordance with public records retention requirements.

24. SMALL BUSINESS

Small, minority owned businesses (MBE/WBE/DBE) are encouraged to respond to City of Scottsdale solicitations.

25. INTERPRETATIONS, ADDENDA

THE CITY OF SCOTTSDALE WILL NOT BE RESPONSIBLE FOR BIDDERS ADJUSTING THEIR SUBMITTAL BASED ON ORAL INSTRUCTIONS BY ANY MEMBER OF THE CITY STAFF OR BY THE CITY'S CONTRACTED CONSULTANT OR AGENT. SUBMITTALS DEVIATING FROM THE SPECIFICATIONS CONTAINED HEREIN BY ANY MEANS OTHER THAN AN AUTHORIZED ADDENDUM BY THE PURCHASING DIVISION WILL BE SUBJECT TO REJECTION.

Should a Bidder find an ambiguity, inconsistency or error in the Plans if applicable or Specifications, or should he be in doubt as to their meaning, he shall at once notify the contact person listed on page one of this solicitation, who will prepare a written addendum. The City will not be responsible for oral instructions or information.

All questions shall be submitted as per the Solicitations Questions Clause.

Any Addenda issued by the City during the time of bidding are to be included in the Submittal, and will become a part of the Contract. Bidders must acknowledge receipt of all Addenda on the Bid Form in the space provided or by signing the Offer and Acceptance Form. Failure to indicate receipt of addenda may result in a bid submittal being rejected as non-responsive.

A Notice of Addenda will be emailed to those who have provided their email address; or provided by other appropriate means to each bidder, person or firm recorded on the Plan Holder's list. A viewing copy of the Addenda will also be available wherever the Solicitation Documents are kept.

26. SUBMITTAL PROCEDURE

No submittal will be considered unless it is submitted on the bid forms contained herein (or as otherwise requested). Faxed or emailed submittals will not be considered. Erasures, interlineations or other modifications in the submittal shall be initialed by the authorized person signing the Offer & Acceptance/Proposal Signature Page document.

The Bid Form/Pricing Proposal page (if applicable) containing the pricing must be completed, including the acknowledgement of any and all addendum that was issued. The name of the Contractor/Company must be listed on the page.

To be considered responsive, the Offer and Acceptance Form/Proposal Signature page must be signed and dated by an authorized person(s) eligible to sign contract documents for the contractor and is part of the original bid/proposal submittal due at the stated date and time indicated in the solicitation. Consortiums, joint ventures, or teams entering submittals will not be considered responsive unless it is established that all contractual responsibility rests solely with one bidder or one legal entity. The Submittal must indicate the responsible entity.

Submitters should be aware that joint responsibility and liability will attach to any resulting contract and failure of one party in a joint venture to perform will not relieve the other party or parties of total responsibility for performance.

If you wish to mail your submittal please note that it is the submitter's responsibility to ensure the submittal is received at the Front Desk of the Purchasing Office with enough time to have it time and date stamped on or before the solicitation receipt date and time. Faxed or emailed submittals will not be accepted. ***LATE SUBMITTALS WILL NOT BE CONSIDERED.***

Submittals received after the time and date specified will be returned to the bidder unopened. A submittal may be withdrawn prior to the time set for opening submittals.

No submittal may be withdrawn for a period of one hundred and twenty (120) days after the date set for receipt of submittals.

At any time prior to the specified solicitation due time and date a Bidder may withdraw the bid. Faxed withdrawals will not be considered.

Submittals received by the City with the signed Offer on the Offer and Acceptance form/Proposal Signature document constitutes a legally binding offer by the contractor.

27. AWARD DETERMINATION

Bids will be evaluated and recommended for award based on the total bid cost excluding all applicable taxes.

The total bid cost amount shall include all costs attendant to the bid such as any preparation charges and transportation and delivery charges fully prepaid by the Contractor to the destination specified in the Bid.

27. AWARD DETERMINATION – CONT'D

The contract shall be awarded to the lowest responsible and responsive bidder whose bid conforms in all material respects to the requirements and criteria set forth in the Invitation for Bids. The City reserves the right to award by individual line item, by group of line items, or as a total, whichever is deemed most advantageous to the City.

In the event of an "Add Alternate" bid, in order to keep the project within the budget, the City will use the "alternate add" bidding process. Under this procedure, the City will award the contract to the lowest responsive bidder considering the sum of the "base bid" and those "alternate bid items" which are within the budget. City will select the alternates in the order specified in the bid tabs. The City reserves the right not to select any item in the "alternate bid".

28. REJECTION OF BIDS

The Purchasing Director or City Council reserves the right, as the interest of the City requires, to reject any or all submittals, to waive any informality in submittals received, to award a contract by accepting or rejecting any alternate submittal(s) (additive or subtractive) and reserves the right to reject the submittal(s) of any bidder who has previously failed to perform competently in any contract with the City.

29. PROTESTS

Pursuant to the City of Scottsdale Procurement Code Section 2-213 an aggrieved person may protest any aspect of a solicitation prior to award of a contract. As used herein, the phrase "any aspect of a solicitation" shall be limited in its interpretation to mean an alleged violation of the City's Procurement Code as it relates to the bid solicitation, its evaluation, or its award.

A protest must be filed within ten (10) calendar days after the protestor, exercising reasonable diligence, knew or should have known of facts and circumstances upon which the protest is based. Failure to protest any issue, fact or circumstance the protestor knew or should have known upon the exercise of reasonable diligence within said ten (10) calendar day period shall forever preclude a hearing based upon that issue, fact or circumstance.

Notice of Awards will be given either through the City Council Meeting Agendas for those contracts being awarded by City Council (i.e. ,for construction and professional services) or through a Notice of Intent to Award posting, seven (7) calendar days prior to award, on the Purchasing section of the City's Internet Web Site for all administratively awarded contracts. Award of contracts shall be final and no protest pursuant to this section may be filed after award.

A protest must be in writing and shall:
State the name and address of the aggrieved person.
Identify the contracting activity and the number of the solicitation.

Contain a statement of all the grounds for the protest that the protestor then knows or should know based upon the exercise of reasonable diligence. Include supporting exhibits, evidence or documents to substantiate any claims unless not available within the filing time in which case the expected availability date shall be indicated.

29. PROTESTS – CONT'D

Material submitted by a protester shall not be withheld from an interested party except to the extent that the withholding of information is permitted or required by law or as determined pursuant to code provisions for confidential material.

If the protester believes the protest contains material that should be withheld, a statement advising the Director of this fact shall accompany the protest submission.

The written protest must be filed with the Purchasing Director at the following address:

City of Scottsdale
Purchasing Services Department
9191 E San Salvador Dr.
Scottsdale, AZ 85258
Attn: James Flanagan, Purchasing Director

The Director may dismiss a protest, upon a written determination, before scheduling a hearing if:

The protest does not state a valid basis for protest; or

The protest is untimely pursuant to Procurement Code Section 2-213.

If the director determines a hearing is appropriate under the circumstances, the director shall notify the protestor of the time and place set for a hearing on the protest. The director may also give notice of the hearing to any other persons involved in the solicitation whose interests may be affected by the ruling requested from the director. Any person whose interest is affected shall be permitted to intervene and participate in such hearing.

Nothing contained herein shall require that the protest hearing be held prior to the award, if evidence from the solicitation, its evaluation or its award cannot be released to the public until after the award in order to protect the competitive process or in the best interests of the City.

30. CONTRACT AWARD NOTIFICATION

Intent to Award notices for contracts conducted as formal solicitations will be posted on Purchasing's website on the Intent to Award listing. Informal solicitations will be posted to the Award listing upon award. Intent to Award and award information can be found at the link provided below:

https://eservices.scottsdaleaz.gov/eServices/Solicitations/Awards.aspx?CID=0

The City Council must approve award of contracts for construction and professional services exceeding the formal procurement limit. Any contract award going to City Council for approval is not binding on the City until after approval by the City Council, even if previously signed by the Contractor and a City representative. All other contracts exceeding the formal procurement limit may be administratively awarded by the Purchasing Director.

30. CONTRACT AWARD NOTIFICATION – CONT'D

It is the submitter's responsibility to access this information from the City of Scottsdale Purchasing website link provided above. This is the only notification you will receive regarding the posting of Notices of Intent to Award and Award.

31. AWARD OF CONTRACT

By signing the Offer portion of the Offer/Acceptance Form as a part of the Response to the Solicitation, the contractor is making a non contingent offer to contract with the City strictly based upon the terms, conditions, and specifications contained in the City's solicitation. The City is under no obligation to accept any identified exceptions. These Bid or Proposal offers do not become contracts until after the Purchasing Director has signed the Acceptance portion of the Offer/Acceptance Form. The contract is then considered awarded to the successful contractor, eliminating the signing of a separate contract.

For that reason, all of the terms, conditions and specifications of the procurement contract are contained in the solicitation, unless any of the terms, conditions or specifications are modified by an addendum to the solicitation, a contract amendment, or by mutually agreed written terms and conditions in the Contract documents.

The effective date of this contract shall be the date the Purchasing Director signs the Offer and Acceptance form, unless another date is specifically stated as the effective date.

The Contractor is cautioned not to begin any billable work or provide any materials or services under this contract until the contractor receives a purchase order document or separate Notice to Proceed.

Once the City has awarded the contract by signing the acceptance portion of the Offer/Acceptance Form, Notice of Contract Award and presenting it to the Contractor, the Contractor is required to provide all additional Bonds and/or Insurance Certificates, and other documentation required to issue the purchase order or Notice to Proceed; within ten (10) calendar days after the date of this Acceptance of Offer or Notice of Contract Award. If the Contractor fails to furnish the required documents within the stated 10 calendar days they may be considered in default and may risk forfeiture of any applicable required Bid Bond. All required documents shall be sent to the Purchasing Representative listed in the solicitation.

Once the City has awarded the contract by signing the applicable contract, the Offeror is required to provide all additional Bonds and/or Insurance Certificates and other documentation required to issue the purchase order; within ten (10) calendar days after award. If the Offeror fails to furnish the required documents within the stated ten (10) calendar days they may be considered in default and may be at risk forfeiture of any applicable required Bid Bond. All required documents shall be sent to the Purchasing Representative listed in the solicitation.

32. BID BOND

(Not Applicable)

1. *ADDITIONAL SERVICE REQUESTED*

Any service requested which is not specifically authorized by the Contract or written adjustments thereto, requires the issue of a separate purchase order by the City for authorization to perform, and separate billing by the Contractor for payment.

2. *ADVERTISING*

No advertising or publicity concerning the City using the Contractor's services shall be undertaken without prior written approval of such advertising or publicity by the City of Scottsdale.

3. *ARIZONA LAW*

The Contract and all Contract Documents are considered to be made under, and will be construed in accordance with and governed by the laws of the State of Arizona without regard to the conflicts or choice of law provisions. Any action to enforce any provision of this Contract or to obtain any remedy under this Contract will be brought in the Superior Court, Maricopa County, Arizona, and for this purpose, each party expressly and irrevocably consents to the jurisdiction and venue of this Court.

4. *ASSIGNMENT*

Services covered by this Contract may not be assigned or sublet in whole or in part without first obtaining the written consent of the Purchasing Director and Contract Administrator.

5. *ATTORNEY'S FEES*

In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Contract, or on account of any breach or default hereof, the prevailing party shall be entitled to receive from the other party reasonable attorneys' fees and reasonable costs and expenses, determined by the court sitting without a jury, which shall be deemed to have accrued on the commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

6. *AUTHORITY*

Each party hereby warrants and represents that it has full power and authority to enter into and perform this Contract, and that the person signing on behalf of each has been properly authorized and empowered to enter this Contract. Each party further acknowledges that it has read this Contract, understands it, and agrees to be bound by it.

7. CANCELLATION OF CITY CONTRACTS

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

8. CAPTIONS/HEADINGS

The headings used in the Contract Documents are for ease of reference only and will not in any way be construed to limit or alter the meaning of any provision.

The captions used in this Contract are solely for the convenience of the parties, do not constitute a part of this Contract and are not to be used to construe or interpret this Contract.

9. CERTIFICATE OF INSURANCE

The successful vendor(s) will be required to furnish the City of Scottsdale a certificate of insurance on a standard insurance industry ACORD™ form or its equivalent when separate insurance requirements are listed under clause #29-Insurance Requirements. The ACORD™ form must be issued by an insurance company authorized to transact business in the State of Arizona. A sample of a standard insurance industry ACORD™ form with the required additional insured language can be found on our Vendor Resources webpage under forms at: http://www.scottsdaleaz.gov/Purchasing. Failure to provide a Certificate of Insurance with the appropriate verbiage will result in rejection of your certificate and/or may be cause for contract default. Additionally, Certificates of Insurance submitted without referencing the Solicitation Number will be subject to rejection and discarded.

10. CHANGES IN THE WORK

The City may at any time, as the need arises, order changes within the scope of the work without invalidating the contract. If such changes increase or decrease the amount due under the contract documents, or in the time required for performance of the work, an equitable adjustment shall be authorized by written Change Order.

The City will execute a formal Change Order based on detailed written quotations from the Contractor for work related changes and/or a time of completion variance. All Change Orders are subject to approval by the City.

Contract Change Orders are subject to the Rules and Procedures within the City's Procurement Code. Change orders to contracts may be executed, according to established rules, when provided for in the original contract.

10. CHANGES IN THE WORK – CONT'D

The Contractor will not perform any additional services without a written Change Order approved by the City. If the Contractor performs additional services without a Change Order, the Contractor will not receive any additional compensation.

11. CHEMICALS

Contractors must agree to provide Material Safety Data Sheets (MSDS) for all substances that are delivered to the City of Scottsdale, that come under the Federal requirements of 29CFR 1910 Subpart Z - Toxic and Hazardous Substances, which includes 29CFR 1910.1200 - Hazard Communication

All Contractors using chemicals on City of Scottsdale property shall use only the safest chemicals, with the least harmful ingredients. These chemicals shall be approved for use by a City of Scottsdale representative prior to bringing them on property.

Contractors shall make every attempt to apply approved chemicals with highly volatile organic compounds, outside of working hours. Adequate ventilation shall be used at all times during the application of these approved chemicals.

In conjunction with the Occupational Safety and Health Standards, Subpart-Z Toxic and Hazardous Substances, and Section 1910.1200 Hazard Communication, Contractors are hereby informed of the presence of (or possible presence) of chemicals in the area where the work requested will be performed. It is the responsibility of all selected Contractors to contact the City of Scottsdale for specific information relative to the type of chemicals present and location of appropriate material safety data sheets.

12. COMPLIANCE WITH FEDERAL AND ARIZONA STATE IMMIGRATION LAWS

Under the provisions of A.R.S. §41-4401, the Bidder warrants to the City that the Bidder and all its subcontractors will comply with all Federal Immigration laws and regulations that relate to their employees and that the Bidder and all its subcontractors now comply with the E-Verify Program under A.R.S. §23-214(A).

A breach of this warranty by the Bidder or any of its subcontractors will be considered a material breach of this Contract and may subject the Bidder or Subcontractor to penalties up to and including termination of this Contract or any subcontract.

The City retains the legal right to inspect the papers of any employee of the Bidder or any subcontractor who works on this Contract to ensure that the Bidder or any subcontractor is complying with the warranty given above.

The City may conduct random verification of the employment records of the Bidder and any of its subcontractors to ensure compliance with this warranty. The Bidder agrees to indemnify, defend and hold the City harmless for, from and against all losses and liabilities arising from any and all violations of these statutes.

12. COMPLIANCE WITH FEDERAL AND ARIZONA STATE IMMIGRATION LAWS – CONT'D

The City will not consider the Bidder or any of its subcontractors in material breach of this Contract if the Bidder and its subcontractors establish that they have complied with the employment verification provisions prescribed by 8 USCA §1324(a) and (b) of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. §23-214(A). The "E-Verify Program" means the employment verification pilot program as jointly administered by the United States Department of Homeland Security and the Social Security Administration or any of its successor programs.

The provisions of this Article must be included in any contract the Bidder enters into with any and all of its subcontractors who provide services under this Contract or any subcontract. "Services" are defined as furnishing labor, time or effort in the State of Arizona by a contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property. The Contractor will take appropriate steps to assure that all subcontractors comply with the requirements of the E-Verify Program. The Contractor's failure to assure compliance by all its' subcontractors with the E-Verify Program may be considered a material breach of this Contract by the City.

13. COMPLIANCE WITH FEDERAL AND STATE LAWS

The City has entered into this Contract with the Bidder relying on his knowledge and expertise to provide the services contracted for. As a part of that reliance, the Bidder represents that he knows and understands the relevant and applicable federal and state laws that apply to the services provided through this Contract, and agrees to comply with these relevant and applicable federal and state laws.

The Bidder understands and acknowledges the applicability to it of the American with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989. The following is only applicable to construction contracts: The Bidder must also comply with A.R.S. § 34-301, "Employment of Aliens on Public Works Prohibited", and A.R.S. § 34-302, as amended, "Residence Requirements for Employees".

14. CONFLICT OF INTEREST

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

15. CONTRACT ADMINISTRATOR DUTIES

The Contract Administrator shall be responsible to audit the billings, approve payments, establish delivery schedules, approve addenda, and assure Certificates of Insurance are in City's possession and are current and conform to the contract requirements.

16. CONTRACTOR ON SITE SAFETY REPORTING REQUIREMENTS

For any non-construction City supplier whose service contract(s) (either singular or in aggregate) results in the contractor working 500 or more hours on site at a City of Scottsdale location(s) in any one calendar quarter, the following documentation must be provided by the contractor to the Contract Administrator (CA):

- the contractor's most recent OSHA 300A (if applicable);
- all accident reports for injuries that occurred in the city under the contract during the most recent review period;
- the contractor's current worker's compensation experience modifier;
- the above information is to be provided to the CA initially and every February thereafter as long as the contract is in force;
- the CA will provide this information to Risk Management when requested.

17. CONTRACTS WITH SUDAN AND IRAN

In accordance with A.R.S. §35-391.06 and 35-393.06, the Bidder certifies that it does not have scrutinized business operations in Sudan or Iran, as defined in A.R.S. §35-391(15) and 35-393(12).

18. CO-OP USE OF CONTRACT

In addition to the City of Scottsdale, this Agreement may be extended for use by other municipalities, government agencies and governing bodies, including the Arizona Board of Regents, and political subdivisions of the State. Any such usage by other entities must be in accord with the ordinances, charter and/or rules and regulations of the respective entity and the approval of the Contractor.

19. COUNTERPARTS

This contract may be executed in one or more counterparts, and each originally executed duplicate counterpart of this Contract shall be deemed to possess the full force and effect of the original.

20. ENDANGERED HARDWOODS

Any construction, building addition or alteration project which is financed by monies of this state or its political subdivisions shall not use endangered tropical hardwood unless an exemption is granted by the Director of the State of Arizona, Department of Administration.

The Director shall only grant an exemption if the use of endangered tropical hardwood is deemed necessary for historical restoration or to repair existing facilities and the use of any substitute material is not practical. Any lease-purchase agreement entered into by this state or its political subdivisions for construction shall specify that no endangered tropical hardwood may be used in the construction unless an exemption is granted by the Director. As used in this subsection, "endangered tropical hardwood" includes ebony, lauan, mahogany or teak hardwood.

21. ENTIRE AGREEMENT

This Contract constitutes the entire understanding of the parties and supersedes all previous representations, written or oral, with respect to the services specified herein. This Contract may not be modified or amended except by a written document, signed by authorized representatives of each party.

22. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract the Bidder will follow the Federal government's Affirmative Action guidelines to ensure that employees or applicants applying for employment will not be discriminated against because of race, color, religion, sex or national origin.

23. ESTIMATED QUANTITIES

All Quantities referenced in this solicitation document are subject to adjustment dictated by City requirements. Quantities at variance with stated bid quantities may be purchased as required.

24. EXECUTION OF CONTRACT

The Contractor shall provide all the required documentation, which can include but may not be limited to, applicable bonds, insurance certificates, IRS W-9 form and other documentation required to issue the purchase order or notice to proceed within ten (10) calendar days after the date of the Acceptance of Offer or Notice of Contract Award by the City. If a separate City Contract is required, the Contractor must execute it within ten (10) calendar days and return it to the City. Failure to complete these requirements within ten (10) calendar days may place the Contractor in default.

25. FORCE MAJEURE

The City shall not be held responsible for acceptance of all or any part of the materials tendered for delivery under this Agreement due to federal, state or municipal action, statute, ordinance or regulation, strike or other labor trouble, fire, windstorm or other incidents outside of the City's control which shall make such acceptance impossible or impractical.

Neither party shall be responsible for delays or failures in performance resulting from acts beyond their control. Such acts shall include, but not be limited to, acts of God, riots, acts of war, epidemics, governmental regulations imposed after the fact, fire, communication line failures, or power failures.

26. FUNDS APPROPRIATION

If the City Council does not appropriate funds to continue this Contract and pay for required charges, the City may terminate this Contract at the end of the current fiscal period. The City agrees to give written notice to the CONTRACTOR at least 30 days before the end of its current fiscal period and will pay the CONTRACTOR for all approved charges incurred through the end of this period.

27. INDEMNIFICATION

To the fullest extent permitted by law, Bidder, its successors, assigns and guarantors, shall defend, indemnify and hold harmless the City of Scottsdale, its agents, representatives, officers, directors, officials and employees from and against all allegations, demands, proceedings, suits, actions, claims, damages, losses, expenses, including but not limited to, attorney fees, court costs, and the cost of appellate proceedings, and all claim adjusting and handling expense, related to, arising from or out of, or resulting from any negligent or willful actions, acts, errors, mistakes or omissions by Bidder relating to work or services performed under this Contract, including but not limited to, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable and any injury or damages claimed by any of Bidder's and Subcontractor's employees.

Insurance provisions set forth in this agreement, if any, are separate and independent from the indemnity provisions of this paragraph and shall not be construed in any way to limit the scope and magnitude of the indemnity provisions. The indemnity provisions of this paragraph shall not be construed in any way to limit the scope and magnitude and applicability of the insurance provisions.

28. INDEPENDENT CONTRACTOR

The services Contractor provides under the terms of this Contract to the City are that of an Independent Contractor, not an employee, or agent of the City. The City will report the value paid for these services each year to the Internal Revenue Service (I.R.S.) using Form 1099.

City shall not withhold income tax as a deduction from contractual payments. As a result of this, Contractor may be subject to I.R.S. provisions for payment of estimated income tax. Contractor is responsible for consulting the local I.R.S. office for current information on estimated tax requirements.

29. INSURANCE REQUIREMENTS

Insurance Representations and Requirements

General

Contractor agrees to comply with all applicable City ordinances and state and federal laws and regulations.

Without limiting any obligations or liabilities of Contractor, must purchase and maintain, at its own expense, this Contract's stipulated minimum insurance with insurance companies properly licensed by the State of Arizona (admitted insurer) with an AM Best, Inc. rating of B ++ 6 or above or an equivalent qualified unlicensed insurer by the State of Arizona (non-admitted insurer) with policies and forms satisfactory to City of Scottsdale. Failure to maintain insurance as specified may result in termination of this Contract at City of Scottsdale's option.

29. INSURANCE REQUIREMENTS – CONT'D

Insurance Representations and Requirements – Cont'd

No Representation of Coverage Adequacy
By requiring the insurance stated in this Contract, the City of Scottsdale does not represent that coverage and limits will be adequate to protect Contractor. City of Scottsdale reserves the right to review any and all of the insurance policies and/or endorsements required by this Contract, but have no obligation to do so. Failure to demand any evidence of full compliance with the insurance requirements stated in this Contract or failure to identify any insurance deficiency does not relieve Contractor from, nor be construed or considered a waiver of, its obligation to maintain the required insurance at all times during the performance of this Contract.

Coverage Term
All insurance required by this Contract must be maintained in full force and effect until all work or services required to be performed under the terms of this Contract are satisfactorily performed, completed and formally accepted by the City of Scottsdale, unless specified otherwise in this Contract.

Claims Made
In the event any insurance policies required by this Contract are written on a "claims made" basis, coverage must extend, either by keeping coverage in force or purchasing an extended reporting option, for 3 years past completion and acceptance of the work or services as evidenced by submission of annual Certificates of Insurance citing applicable coverage is in force and contains the provisions as required for the 3 year period.

Policy Deductibles and or Self-Insured Retentions
The policy requirements may provide coverage which contains deductibles or self-insured retention amounts. Any deductibles or self-insured retention are not applicable to the policy limits provided to City of Scottsdale. Contractor is solely responsible for any deductible or self-insured retention amount. City of Scottsdale, at its option, may require Contractor to secure payment of any deductible or self-insured retention by a surety bond or irrevocable and unconditional Letter of Credit.

Use of Subcontractors
If any work under this Contract is subcontracted in any way, Contractor must execute a written agreement with Subcontractor containing the same Indemnification Clause and Insurance Requirements as stated in this Contract protecting City of Scottsdale and Contractor. Contractor will be responsible for executing the agreement with Subcontractor and obtaining Certificates of Insurance verifying the insurance requirements.

29. INSURANCE REQUIREMENTS – CONT'D

Insurance Representations and Requirements – Cont'd

Evidence of Insurance

Before starting any work or services under this Contract, Contractor must furnish City of Scottsdale with Certificate(s) of Insurance, or formal endorsements as required by this Contract, issued by Contractor's insurer(s) as evidence that policies are placed with acceptable insurers as specified in this Contract and provide the required coverage, conditions, and limits of coverage and that this coverage and the provisions are in full force and effect. If a Certificate of Insurance is submitted as verification of coverage, City of Scottsdale will reasonably rely upon the Certificate of Insurance as evidence of coverage but this acceptance and reliance will not waive or alter in any way the insurance requirements or obligations of this agreement. If any of the above cited policies expire during the life of this Contract, it is Contractor's responsibility to forward renewal Certificates within ten (10) days after the renewal date containing all the aforementioned insurance provisions. Certificates must specifically cite the following provisions:

1. City of Scottsdale, its agents, representatives, officers, directors, officials and employees must be named an Additional Insured under the following policies:
   a) Commercial General Liability
   b) Auto Liability
   c) Excess Liability - Follow Form to underlying insurance as required.
2. Contractor's insurance must be primary insurance as respects performance of subject contract.
3. All policies, except Professional Liability insurance, if applicable, waive rights of recovery (subrogation) against City of Scottsdale, its agents, representatives, officers, directors, officials and employees for any claims arising out of work or services performed by Contractor under this Contract.
4. If the Contractor receives notice that any of the required policies of insurance are materially reduced or cancelled, it will be Contractor's responsibility to provide prompt notice of same to the City, unless such coverage is immediately replaced with similar policies.

Required Coverage

Commercial General Liability

Contractor must maintain "occurrence" form Commercial General Liability insurance with a limit of not less than $5,000,000 for each occurrence, $5,000,000 Products and Completed Operations Annual Aggregate, and a $5,000,000 General Aggregate Limit. The policy must cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury. If any Excess insurance is utilized to fulfill the requirements of this section, the Excess insurance must be "follow form" equal or broader in coverage scope than underlying.

29. INSURANCE REQUIREMENTS – CONT'D

Required Coverage – Cont'd

Vehicle Liability
Contractor shall maintain Business Automobile Liability insurance with a limit of $5,000,000 each accident on Contractor's owned, hired, and non-owned vehicles assigned to or used in the performance of the Contractor's work or services under this Contract. The policy will be endorsed to include an MCS 90 form. The policy will also include an endorsement for Pollution Liability – Broadened Coverage in a form equivalent to CA 99 48 12 93.

If the contractor is a licensed hazardous materials carrier, as defined by any local, state or federal authority and transports any hazardous material as defined by any local, state or federal authority, an MCS 90 endorsement is required providing $5,000,000 per occurrence limits of liability for bodily injury and property damage.

If any Excess insurance is utilized to fulfill the requirements of this paragraph, such Excess insurance shall be "follow form" equal or broader in coverage scope then underlying insurance.

Workers Compensation Insurance
Contractor must maintain Workers Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of work or services under this Contract and must also maintain Employers' Liability Insurance of not less than $100,000 for each accident, $100,000 disease for each employee and $500,000 disease policy limit.

30. LITIGATION

The Bidder will disclose any issue or potential issue that may have a material bearing on the financial condition, solvency or credit worthiness of the organization. Disclosure includes any material contingent liabilities or uninsured potential losses, involuntary contract terminations in other jurisdictions and any voluntary or involuntary bankruptcy filings over the past 7 years. The Bidder will also disclose any litigation in which the Bidder has been involved in, either as a plaintiff or defendant, within the past 3 years, and the Bidder shall agree to notify the City within 24 hours of any litigation or significant potential for litigation of which the Bidder becomes aware. Further, the Bidder will be required to warrant that it will disclose in writing to the City all litigation involving the Bidder, the Bidder's related organization, owners and key personnel.

31. LOCAL CONDITIONS, RULES AND REGULATIONS

The Bidder shall familiarize himself with the nature and extent of the Contract documents, work to be performed, all local conditions, and federal, state and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the work.

32. MODIFICATIONS

Any adjustments, alterations, additions, deletions, or modifications in the terms and/or conditions of this contract must be made by written Change Authorization approved by the Contract Administrator, Purchasing Director and the Contractor.

If Contractor performs any modification without written Change Authorization, the City shall not be obligated to accept said modification.

33. NO PREFERENTIAL TREATMENT OR DISCRIMINATION

In accordance with the provisions of Article II, Section 36 of the Arizona Constitution, the City will not grant preferential treatment to or discriminate against any individual or group on the basis of race, sex, color, ethnicity or national origin.

34. NO WAIVER

The failure of either party to enforce any of the provisions of the Contract Documents or to require performance of the other party of any of the provisions of this Contract will not be construed to be a waiver of those provisions, nor will it affect the validity of the Contract Documents, or the right of either party to enforce each and every provision.

No delay or failure of either party in exercising any right hereunder, and no partial or single exercise thereof, shall be deemed to constitute a waiver of such right or any other rights hereunder. All waivers must be in writing and signed by the party to be charged. Any waiver by either party of any requirement hereunder shall be deemed to be a specific limited waiver, and shall not be deemed to be a continuing waiver nor a waiver of any other requirement hereof.

35. ORDER OF PRECEDENCE

In the event of a conflict in the provisions of this solicitation or resulting contract, as accepted by the City and as they may be amended, the following shall prevail in the order set forth below:

1. Signed and fully executed separate Contract or Offer and Acceptance Sheet
2. Special Terms & Conditions of the solicitation
3. General Terms & Conditions of the solicitation
4. Statement or Scope of Work (SOW)
5. Specifications
6. Attachments
7. Exhibits
8. Instructions to Bidders
9. Other documents referenced or included in the solicitation or contract

36. PATENTS

The Contractor agrees upon receipt of notification to promptly assume full responsibility for the defense of any suit or proceeding which is, has been, or may be brought against the City of Scottsdale and its agents or bidders for alleged patent and/or copyright infringement, as well as for the alleged unfair competition resulting from similarity in design, trademark or appearance of goods by reason of the use or sale of any goods furnished under this contract and the Contractor further agrees to indemnify the City against any and all expenses, losses, royalties, profits and damages including court costs and attorney's fees resulting from the bringing of such suit or proceedings including any settlement or decree of judgment entered therein.

The City may be represented by and actively participate through its own counsel in any such suit or proceedings if it so desires.

37. PAYMENT TERMS

The City of Scottsdale's payment terms are payment within thirty (30) days except in Title 34 circumstances where payment is required within fourteen (14) days. Payment may be sooner where cash discounts are offered for early payment, however, cash discounts offered will not be considered in determining lowest bidder. In no event will payment be made prior to receipt of an original invoice containing invoice and Purchase Order numbers and receipt of purchased item. The City is not liable for delays in payment caused by failure of the vendor or contractor to send invoice to the address specified below:

CITY OF SCOTTSDALE
ACCOUNTS PAYABLE
7447 E. INDIAN SCHOOL ROAD, #210
SCOTTSDALE, ARIZONA 85251-4468

38. PRICE REDUCTION

If Contractor's, manufacturer, or supplier at any time during the course of this contract, makes a general price decrease, to the Contractor, the Contractor shall promptly notify the City in writing and extend such decrease to the City effective on the date of such general price decrease.

39. RECORDS AND AUDIT RIGHTS

Bidder's and Subcontractor's books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Contract (all the foregoing hereinafter referred to as "Records") shall be open to inspection and subject to audit and/or reproduction during normal working hours by the City of Scottsdale, or its authorized representative, to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims based on Bidder's or Subcontractor's actual costs (including direct and indirect costs and overhead allocations) incurred, or units expended directly in the performance of work under this Contract. For the purpose of evaluating or verifying such actual or claimed costs or units expended, the City of Scottsdale or its authorized representative shall have access to said Records from the effective date of this Contract for the duration of the work and until three (3) years after the date of final payment by the City of Scottsdale to Bidder pursuant to this Contract.

39. RECORDS AND AUDIT RIGHTS – CONT'D

The City of Scottsdale or its authorized representative shall have access, during normal working hours, to all necessary Bidder and Subcontractor facilities, and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with the provisions of this Article. The City of Scottsdale shall give Bidder or Subcontractor reasonable advance notice of intended audits.

Bidder shall require Subcontractors to comply with the provisions of this Article by insertion of the requirements hereof in any subcontract pursuant to this Contract.

If an audit in accordance with this article, discloses overcharges, of any nature, by the Contractor to the City in excess of one percent (1%) of the total contract billings, the actual cost of the City's audit shall be reimbursed to the City by the Contractor. Any adjustments and/or payments which must be made as a result of any such audit or inspection of the Contractor's invoices and/or records shall be made within a reasonable amount of time (not to exceed 90 days) from presentation of City's findings to Contractor.

40. REGISTERED/LICENSES

To be considered responsive, Contractors must be registered/licensed in the State of Arizona, if such registration/license is normally a requirement.

41. REQUEST FOR TAXPAYER I.D. NUMBER & CERTIFICATION IRS W-9 FORM

Upon request, the Contractor shall provide the required I.R.S. W-9 FORM which is available from the IRS website at www.IRS.gov under their forms section.

42. RISK OF LOSS

Contractor agrees to bear all risks of loss, injury or destruction of goods and materials ordered as a result of this Invitation for Bid which occur prior to delivery to the City; and such loss, injury, or destruction shall not release Contractor from any obligation hereunder.

The Contractor agrees upon receipt of notification to promptly assume full responsibility for the defense of any suit or proceeding which is, has been, or may be brought against the City of Scottsdale and its agents or vendors for alleged patent and/or copyright infringement, as well as for the alleged unfair competition resulting from similarity in design, trademark or appearance of goods by reason of the use or sale of any goods furnished under this contract and the Contractor further agrees to indemnify the City against any and all expenses, losses, royalties, profits and damages including court costs and attorney's fees resulting from the bringing of such suit or proceedings including any settlement or decree of judgment entered therein.

The City may be represented by and actively participate through its own counsel in any such suit or proceedings if it so desires.

43. SCOTTSDALE CITY SEAL AND CITY SYMBOL

The Scottsdale City seal (as defined in S.R.C. § 2-1) and the City symbol are registered marks and are reserved solely for the City's use. Any other use or reproduction of the City's registered marks in any print, digital, or other media and without the City's express, written consent is prohibited. As a breach of this prohibition may impair the City's reputation, dilute its mark(s), or otherwise cause the City irreparable harm, the City shall be entitled to an immediate injunction enjoining such use in addition to any other legal or equitable remedies.

44. SEVERABILITY

If any provision of the Contract Documents or the application of them to any person or circumstance is invalid, illegal or unenforceable to any extent, the remainder of the Contract Documents and their application will not be affected and are enforceable to the fullest extent permitted by law.

45. SUCCESSORS AND ASSIGNS

No right or interest covered by this Contract shall be assigned in whole or in part without the prior written consent of the City.

The CONTRACTOR and the City agree that the provisions of the Contract Documents are binding upon the parties, their employees, agents, heirs and assigns. This Contract extends to and is binding upon the CONTRACTOR, its successors and assigns, including any individual, company, partnership or other entity with or into which the CONTRACTOR merges, consolidates or is liquidated, or any person, corporation, partnership or other entity to which the CONTRACTOR sells its assets.

46. TERMINATION

Termination for Convenience: City reserves the right to terminate this contract or any part hereof for its sole convenience with thirty (30) days written notice. In the event of such termination, Contractor shall immediately stop all work hereunder, and shall immediately cause any of its suppliers and subcontractors to cease such work. Contractor shall be paid a reasonable termination charge consisting of a percentage of the order price reflecting the percentage of the work performed prior to the notice of termination, plus actual direct costs resulting from termination.

Contractor shall not be paid for any work done after receipt of the notice of termination, nor for any costs incurred by Contractor's suppliers or subcontractors which Contractor could reasonably have avoided. Contractor shall not unreasonably anticipate the requirements of this contract.

Cancellation for Cause: City may also terminate this contract or any part hereof with seven (7) days' notice for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any of the terms and conditions of this contract. Late deliveries, deliveries of products which are defective or do not conform to this contract, unsatisfactory performance as judged by the Contract Administrator, and failure to provide City, upon request, with adequate assurances of future performance shall all be causes allowing City to terminate this contract for cause.

46. TERMINATION – CONT'D

Cancellation for Cause – Cont'd

In the event of termination for cause, City shall not be liable to Contractor for any amount, and Contractor shall be liable to City for any and all damages sustained by reason of the default which gave rise to the termination. If it should be determined that City has improperly terminated this contract for default, such termination may be deemed a termination for convenience.

In the event Contractor is in violation of any Federal, State, County or City law, regulation or ordinance, the City may terminate this contract immediately upon giving notice to the Contractor.

47. TESTING OF MATERIALS

When required in the course of any service or contract the procedures and methods used to sample and test material will be determined by the City. Unless otherwise specified, samples and test will be made in compliance with the following: The City of Scottsdale Minimum Sampling Frequency Guide, The City of Scottsdale Material Testing Manual and the standard methods of AASHTO or ASTM, DSPM and MAG supplements.

The City will provide a pre-qualified City or Independent Testing Laboratory and will pay directly for initial City Acceptance Testing. When the first and subsequent tests indicate noncompliance with the specifications, the cost associated with that noncompliance will be paid for by the Contractor. When the first and subsequent tests indicate noncompliance with the specifications, all retesting will be performed by the same testing agency.

Rejected materials shall be immediately removed and shall not be used in any form for any other part of the work.

48. TIME IS OF THE ESSENCE

The City and the CONTRACTOR mutually agree that time is of the essence with respect to the dates and times contained in the Contract Documents.

49. WARRANTY

Contractor expressly warrants that all goods or services furnished under this agreement shall conform to all specifications and appropriate standards, will be new, and will be free from defects in material or workmanship. Contractor warrants that all such goods or services will conform to any statements made on the containers or labels or advertisements for such goods, or services, and that any goods will be adequately contained, packaged, marked and labeled. Contractor warrants that all goods or services furnished hereunder will be merchantable, and will be safe and appropriate for the purpose for which goods or services of that kind are normally used. If Contractor knows or has reason to know the particular purpose for which City intends to use the goods or services, Contractor warrants that such goods or services will be fit for such particular purpose. Contractor warrants that goods or services furnished will conform in all respect to samples. Inspection, test, acceptance of use of the goods or services furnished hereunder shall not affect the Contractor's obligation under this warranty, and such warranties shall survive inspection, test, acceptance and use.

49. WARRANTY – CONT'D

Contractor's warranty shall run to City, its successors, and assigns. Contractor agrees to replace or correct defects of any goods or services not conforming to the foregoing warranty promptly, without expense to City, when notified of such nonconformity by City, provided City elects to provide Contractor with the opportunity to do so. In the event of failure of Contractor to correct defects in or replace nonconforming goods or services promptly, City, after reasonable notice to Contractor, may make such corrections or replace such goods and services and charge Contractor for the cost incurred by City in doing so. Contractor recognizes that City's requirements may require immediate repairs or reworking of defective goods, without notice to the Contractor. In such event, Contractor shall reimburse City for the costs, delays, or other damages which City has incurred.

SPECIAL TERMS AND CONDITIONS	
	WATER & WASTEWATER TREATMENT CHEMICALS **IFB # 14PB001**

1. ACCEPTANCE / AGREEMENT

1.1 Any agreement made pursuant to this solicitation must be accepted in writing by the Contractor. If for any reason Contractor should fail to accept the Agreement in writing, any conduct by Contractor which recognizes the existence of an Agreement pertaining to the subject matter hereof shall constitute acceptance by Contractor of the Agreement and all of its terms and conditions. Any terms proposed by Contractor which add to, vary from or conflict with the terms herein are hereby objected to. Any such proposed terms shall be void and the terms herein shall constitute the complete and exclusive statement of the terms and conditions of the Agreement between the parties and may hereafter be modified only by written instrument executed by the authorized representatives of both parties. If any Agreement has been issued by the City in response to a bid and if any of the terms therein are additional to or different from any terms of such bid, then the issuance of the Agreement by the City shall constitute an acceptance of such bid subject to the express conditions that the Contractor assent to such additional and different terms herein and acknowledge that the Agreement constitutes the entire agreement between the City and the Contractor with respect to the subject matter and acknowledged unless Contractor notifies the City to the contrary in writing within ten (10) days of receipt of the Agreement.

2. ADDITIONAL LOCATIONS

2.1 The City of Scottsdale reserves the right to add or subtract to this contract as the need arises due to changes in the amount of buildings. In the event the City needs to add to this contract, the pricing for any additions to services shall be applied per the applicable contract unit costs. Any additions or subtractions to the contract shall be done via a written change order and be a **MINIMUM** of thirty (30) days prior to the changes taking effect.

3. CITY ASSURANCE

3.1 The Contract Administrator shall report to the Contractor in writing, via email, or other written documentation, all deficiencies in the quality of performance of the service. All communication, written or verbal, between the City of Scottsdale and the Contractor will be in English.

3.2 All deficiencies in the performance of the Contractor's service shall be corrected by the Contractor as directed by the Contract Administrator.

3.3 The Contract Administrator shall on an ongoing basis monitor and review the performance of the Contractor and employees. The outcomes of this oversight shall have a direct bearing on the opportunity to negotiate a renewal of the contract, when applicable.

4. CITY OBSERVED HOLIDAYS

4.1 City holiday time frame to be 6:00 P.M. the eve of the holiday until 6:00 A.M. on the day after the holiday.

4. *CITY OBSERVED HOLIDAYS – CONT'D*

4.2 City Holidays Include: New Years, Martin Luther King, Presidents, Memorial, July 4th, Labor Day, (Thanksgiving – Thursday and Friday of the third week in November), Christmas.

a.	Independence Day	July 4th (or Friday before or Monday after)
b.	Labor Day	1st Monday in September
c.	Thanksgiving Day	4th Thursday in November
d.	Day after Thanksgiving	4th Friday in November
e.	Christmas Day	December 25th (or Friday before or Monday after)
f.	New Year's Day	January 1st (or Friday before or Monday after)
g.	Martin Luther King Day	3rd Monday in January
h.	President's Day	3rd Monday in February
i.	Memorial Day	Last Monday in May

5. *CONTRACTOR'S EMPLOYEES' IDENTIFICATION AND WORK APPAREL*

5.1 All Contractor employees performing work under the scope of this contract shall wear conservative style uniform shirts that will have sewn on or embossed identification labels of the Contractor's company name, and/or, logo, and will appear on the front area of the shirt near chest height of the shirt. Shirts may also have company name or logo appear on the backside of the shirt. Contract Administrator will approve proper identification on uniforms during the life of the contract.

5.2 Contractor shall provide employees with identification nametags to include name and picture of the employee and Contractor's company name and applicable logo. Employee will wear the nametag in plain view on his person at all times while performing the work under the scope of the contract. All employees shall have the supervisor's business cards available. In addition the 'lead person' of each crew shall wear a badge clearly identifying the position of crew leader.

5.3 Contractor's employees shall wear uniform style slacks, "Levi" type slacks, or Bermuda type shorts. If shorts are worn they shall be of Bermuda style length (cut just above the knee). Cut-offs and short-shorts are not acceptable wearing apparel.

5.4 Outlandish styles, patterns, hats, colors of wearing apparel, verbiage imprinted on apparel, etc. worn by the Contract Employee that may promote negativity in the work place, or advertise any product other than the Contractor's company name and/or logo will not be allowed.

5.5 Sandals, flip-flops, open-toed shoes are not acceptable footwear.

5.6 The Contract Administrator shall be the sole determinant of the appropriateness of all work apparel.

5.7 It shall be the Contractor's responsibility to make sure all employees performing any work at any location under the scope of this contract, are furnished and use the proper Personal Protective Equipment (PPE) based on the type of work the employee is doing and the type of hazard the employee may encounter or be exposed to.

6. FREIGHT

6.1 All shipments of goods covered under the scope of this contract are F.O.B. City of Scottsdale. All standard freight and/or delivery charges shall be included in the unit pricing bid herein. The only allowable freight and/or delivery charges shall be if the Contract Administrator specifically requests other than standard freight and/or delivery (e.g., overnight delivery, etc.). Special freight charges shall be quoted to and authorized by the Contract Administrator prior to invoicing.

7. FUEL SURCHARGES

7.1 Fuel surcharges shall NOT be allowable during the term of this contract.

8. INVOICING

8.1 All invoices submitted for work done under the scope of this contract **MUST BE ITEMIZED**. Itemized invoices shall contain a **MINIMUM** of the following information:

- Vendor Name
- Remit to Address
- Purchase Order Number
- Invoice Date
- Invoice Number
- Date service/work was completed
- Complete description of work completed
- Location where service/work was performed
- Itemized list of all charges (quantity, description, unit pricing per the contract)
- Tax Amount (if applicable)
- Total Invoice Amount

8.2 Contractor shall issue one invoice per bulk load which may have multiple delivery locations.

8.3 Pails and bags shall be invoiced per location. No delivery charges will be permitted.

8.4 The Contractor shall submit invoices with all supporting documentation within thirty (30) days after the service/work is completed and approved by the Contract Administrator.

9. MULTIPLE AWARDS

9.1 If deemed to be in the City of Scottsdale's best interests, the City reserves the right to award multiple contracts as a result of the solicitation process. While multiple awards are possible, the preferred procedure is to make a single award for each commodity or category of commodity.

10. PACKAGING

10.1 All products supplied under this contract shall be delivered in the manufacturer's standard package and have the following **MINIMUM** information clearly distinguishable on each package: the part Manufacturer's name, manufacturer's part number, size and grade (if applicable).

11. PRICE ESCALATION

11.1 Price increases may only be requested by the Contractor, thirty (30) days prior to the anniversary date of the Agreement. Failure to do so may result in the denial of any increase requested.

11.2 Price increases will become effective only after approval by the Contract Administrator and the Purchasing Director and shall be effective for at least one (1) year from the date of approval.

11.3 Approved price increases will be applied to the unit pricing in the Agreement as a percentage increase.

11.4 The increased rate shall be based upon mutual consent of the Contractor and the Contract Administrator, however; the Contract Administrator shall evaluate the Contractor's performance, services and records documentation to determine the appropriateness of the increase requested.

11.5 The percentage increase in the unit pricing may not exceed the percent in the United States "Consumer Price Index" for All Urban Consumers West Urban (C.P.I.U.) U. S. City Average for the Percent Change from the Year Ago as published by the U. S. Department of Labor Bureau of Labor Statistics. Index Base Period 1982-84=100.

12. PRICING

12.1 Pricing shall be listed on the Pricing Proposal Form page. Prices bid by the Bidders shall be applicable during the entire initial term of the contract.

12.2 For reasons of clarity all submissions of pricing shall be priced in the same unit (size, volume, quantity, weight, etc.) as requested on the Pricing Proposal Form herein. Bidders failing to comply with this requirement may be declared non-responsive.

12.3 Unit prices quoted shall be applicable for any quantity ordered by the City of Scottsdale, or differentiated on the Pricing Proposal Form or other supporting documentation.

13. PURCHASING PROCEDURE

13.1 All orders require a City of Scottsdale purchase order that will be communicated by phone, fax or e-mail. No parts or commodities or work shall be rendered/are to be delivered without the issuance of a City of Scottsdale purchase order. Any invoices received from the Contractor without a City of Scottsdale purchase order number, referenced on the invoice, may remain unpaid.

14. QUANTITY

14.1 The annual estimated usage for each product is listed in Item 6. Technical Product Specifications and is stated as a range.

14.2 The annual estimated usage quantities stated on the Bid Form will be the basis for award of each bid lot however; the estimated quantities should not be construed as an obligation to purchase those same quantities. Chemicals will be purchased on an "as-needed-basis" dictated by actual City requirements.

14.3 Certain chemical usage estimates are listed as gallons in the Technical Product Specifications and are shown as pounds on the the Bid Form due to the fact this unit of measure is typically used to price that particular product.

14.4 The actual service orders for future years may be more or less, and any quantities listed herein should be used for information purposes only.

15. TERM OF AGREEMENT

15.1 The term of this Contract shall be for a one (1) year period from the effective date of acknowledgment of the Acceptance of Offer.

15.2 The City and Contractor may mutually agree to extend this Contract for four (4) additional one (1) year periods, upon the recommendation of the Contract Administrator, concurrence of the Purchasing Director.

16. UNPREDICTABLE MARKET CHANGE

16.1 In the event of an unpredictable change in the market, which affects the then current contract price, Contractor may submit justification for a price adjustment. Contract Administrator and Purchasing Director shall review justification and determine applicable price adjustment. Upon return to normal market conditions, the price will be adjusted to the price established by the original contract terms.

16.2 The Purchasing Director shall be the final authority on any price adjustment due to unpredictable market change.

SCOPE OF WORK AND TECHNICAL PRODUCT SPECIFICATIONS	
	WATER & WASTEWATER TREATMENT CHEMICALS **IFB # 14PB001**

1. *INTENT*

1.1 The City of Scottsdale desires to enter into a term contract for the supply and delivery of potable water treatment and wastewater treatment chemicals for various locations throughout the City of Scottsdale.

1.2 This service shall be provided, on an 'as needed' basis, for a period of one (1) year with options to extend, as outlined in the "TERM" section of the Special Terms & Conditions.

1.3 Any referenced brand names and part/model numbers are for identification and performance level purposes only and are in no way intended to limit competition. Requests for approved alternates are encouraged and all submittals will be carefully reviewed and seriously considered for this application, by the Contract Administrator. See instructions for submitting a request for an approved alternate in the instructions to bidders section.

1.4 Bidder may submit a bid for the entire Solicitation or any portion of this Solicitation. Bidder **MUST** submit prices on all the items within a "LOT" to be considered responsive for that "LOT".

2. *GENERAL VENDOR QUALIFICATIONS*

2.1 The Contractor shall be in compliance with all applicable Federal, State, Local, ANSI and OSHA laws, rules and regulations and all other applicable regulations for the term of this contract.

2.2 The Bidder must hold a valid license issued by the State of Arizona Registrar of Contractors prior to submission of a bid and must maintain same throughout the duration of the contract term and any subsequent contract extensions. Failure to maintain said license may be grounds for default of the contract and subsequent termination.

2.3 The Contractor may not subcontract any segment or services covered herein, without prior approval of the Contract Administrator. All subcontractors used under the scope of this contract shall meet all requirements, terms and conditions set forth herein. All subcontracted services shall be warranted by and be the responsibility of the Contractor.

3. *GENERAL PRODUCT AND SERVICE REQUIREMENTS*

3.1 All components (equipment / parts / products) furnished under the scope of this contract shall be new and shall be the standard product of a manufacturer, who is fully experienced, reputable, qualified and regularly engaged in the manufacture of the component to be furnished.

3.2 All components supplied by the Contractor for this solicitation, shall be of equal or better quality than the items listed on the Bid Form. The City of Scottsdale requires the Bidder to supply the particular item in the name brand and part number specified unless a substitute product is approved per a written addendum. **NO SUBSTITUTIONS WILL BE ALLOWED WITHOUT PRIOR APPROVAL.**

3. *GENERAL PRODUCT AND SERVICE REQUIREMENTS – CONT'D*

3.3 All products supplied by the Contractor shall meet all applicable Federal, State, Local, ANSI, and OSHA laws, rules, and regulations pertaining to the products covered under the scope of this contract.

4. *CONTRACT ADMINISTRATION*

4.1 The Contract Administrator shall be the Wastewater Treatment Supervisor or designee. The Contract Administrator shall audit the billings, approve payments, establish delivery schedules, approve addenda to the contract, and generally be responsible for overseeing the execution of the contract.

5. *PRODUCT REQUIREMENTS*

5.0 All products provided under this contract shall meet the following minimum requirements (if applicable):

5.1 Base Requirements

A. The vendor will follow safe working practices and provide their employees the appropriate safety equipment during material delivery and pickup.

B. The vendor will provide all Material Safety Data Sheet (MSDS) with every delivery for all chemicals supplied, when requested.

C. The vendor will be responsible for the cleanup of any spills during delivery that are caused by the vendor's equipment, off-loading technique or packaging failure. The vendor will provide technical support for spills of those materials supplied by the vendor. This will include a 24-hour emergency phone number. Additional requirements specific to individual chemicals are defined in the Product Specifications Section of this document.

D. All chemicals must conform to National Sanitary Foundation (NSF) Standard 60 and/or appropriate AWWA/ANSI Standards and/or if applicable.

E. The product shall contain no substances in quantities capable of producing deleterious or injurious effects upon the health of those consuming the water to which the chemical has been properly applied, or cause the water so treated to fail to meet the requirements of state and federal drinking water regulations.

F. Vendor will specify standard shipping times for bulk orders. Excessive shipping times of longer than seven (7) business days from the time the order was placed will be cause for a rejection of bids.

G. The vendor will supply all equipment needed to unload bulk chemicals. The vendor will inspect the City's storage facilities to insure compatibility with its equipment.

5. *PRODUCT REQUIREMENTS - CONT'D*

5.2 Delivery

Due to increased Security measures, City of Scottsdale Water Resource's facilities have additional requirements that need to be followed in order to receive chemicals. Some measures include CONTRACTOR pre-delivery notification with estimated delivery times per site, site access restrictions and approvals and CONTRACT driver's photo identification license and bill of lading review prior to site entry.

A. Chemicals will be delivered to various sites within the city at the discretion of the city, with the exception of Chlorine; the predominate, but not exclusive, delivery points will be:
   - Central Arizona Project (CAP) Water Treatment Plant,
   - City of Scottsdale (COS) Water Campus,
   - Chaparral Water Treatment Plant (Chaparral)
   - Central Groundwater Treatment Facility (CGTF).

B. Two of these facilities (CAP and COS) are adjacent to one another and are located near the intersection of Pima Road and Union Hills Drive in Scottsdale, AZ. Chaparral is located at 8111 E. McDonald Dr., Scottsdale, AZ 85250 and the CGTF is located at 8650 East Thomas Road, Scottsdale, AZ 85251.

C. All deliveries will be made on weekdays from 7:00 a.m. to 5:00 p.m. Any weekend deliveries for all locations are allowable with approval of the Treatment Manager or authorized representative.

D. Contractor's vehicles shall have proper signage that includes the company name and/or logo. The signage will, at a minimum, appear on the right and left sides of the vehicle and be easily recognizable to facility personnel. Magnetic signs meeting this criterion are acceptable.

E. The successful bidder will be supplied a list of all City receiving sites to inspect the sites to ensure their equipment is compatible with those sites. Any modifications needed to safely transfer material will be the responsibility of the successful bidder to modify their equipment at their expense.

F. The vendor shall make deliveries as scheduled regardless of work stoppages, strikes or other labor disputes.

G. Along with the bill of lading for each delivery, the CONTRACTOR driver shall provide a copy of the current Safety Data Sheet (SDS) to the City of Scottsdale personnel receiving the chemical. In addition, for quality purposes, the City may request a material sample prior to offloading by the CONTRACTOR for City internal analysis. Offloading will only occur upon City personnel approval. The CONTRACTOR shall not start offloading without the presence and approval of City personnel.

5. *PRODUCT REQUIREMENTS - CONT'D*

5.2 Delivery – Cont'd

H. City of Scottsdale Water Resources facilities have standardized clothing and personal protective equipment requirements. All CONTRACTOR employees shall wear a short or long-sleeved uniform shirt with the company name and/or logo easily identifiable, along with long uniform style pants. In addition, the CONTRACT employees shall wear closed-toe footwear or safety boots, hard hat, safety glasses and a Class 2 reflective vest. CONTRACT employees not meeting this requirement will not be allowed on site.

5.3 Certified Weights

A. Bulk shipments will be weighed on scales certified by the U.S. Department of Transportation or authorized equivalent.

B. Contractor shall provide a copy of the weight ticket to the City at the time of delivery for bulk deliveries.

5.4 Certificate of Analysis

A. Certificates of Analysis will be provided to the city upon request.

B. The analysis will have been performed on the actual lot supplied to the city and will have been performed by a certified laboratory.

C. The city retains the right to have an independent analysis conducted on the product. If the results of this analysis indicate the product is acceptable, then the City will pay for the cost of the analysis. If the product in question does not meet specifications, the vendor will pay for the cost of the analysis and remove the material in question at the vendor's expense.

D. Immediately upon execution of an agreement, the vendor shall provide the City the name, address and telephone number of the contact to request shipment.

5.5 Packaging

A. Chemicals will be supplied in appropriate packaging. Chemicals in leaking, open or otherwise damaged packaging will not be accepted by the city.

6. *TECHNICAL PRODUCT SPECIFICATIONS*

6.1 LOT A - ALUMINUM SULFATE

ALUMINUM SULFATE (Alum)

Annual Usage: 0 - 1,500,000 pounds

Minimum Order: 5000 gallons

Delivery:

- Deliver via tank truck to the CAP Plant.

Performance and/or Quality Requirements:

- Must meet AWWA Standard B-403- (latest revision).

6.2 LOT B – FERRIC SULFATE

FERRIC SULFATE (50%)

Annual Usage: 0 - 90,000 pounds

Minimum Order: 5000 gallons

Delivery:

- Deliver via tank truck to the Water Campus filter building.

Performance and/or Quality Requirements:

- Must meet AWWA Standard B406 - (latest revision). Concentrations of arsenic, cobalt, copper, nickel, lead, and titanium shall not exceed 200 mg/l individually or 1000 mg/l collectively.

6.3 LOT C – LIQUID CHLORINE

LIQUID CHLORINE

Annual Usage: 0 – 100,000 pounds

Minimum Order: Varies with container size.

6. *TECHNICAL PRODUCT SPECIFICATIONS – CONT'D*

6.3 LOT C – LIQUID CHLORINE – CONT'D

6.3.1 Delivery:

A. Liquid Chlorine shall be delivered in 150 pound cylinders and one ton containers. Delivery hours are Monday through Friday between 7:30 a.m. and 5:00 p.m. The location of chlorine deliveries and storage requirements will be identified to the winning bidder only.

1. One Ton Chlorine cylinders will be used throughout the city. The vendor awarded this item will be provided a list where one ton cylinders are utilized. Relevant connections will be inspected by city staff prior to acceptance.

2. 150 pound cylinders will be used throughout the city. The vendor awarded this item will be provided a list where 150 lb. cylinders are utilized.

3. Container Pickup and Deposits. All empty containers will be picked up when full containers are delivered. Deposits and credits for cylinders will be will be included on invoices along with the product.

6.3.2 Performance and/or Quality Requirements:

A. The material shall meet the American Water Works Association (AWWA) Standard B301-04, latest revision.

B. Any container, which shows signs of leakage or if the fusible plugs are painted or taped over will be rejected by the City.

C. Contractor(s) shall maintain a local twenty-four (24) hour emergency service for liquid chlorine that includes the following:

1. The Contractor's representatives shall be equipped with the following minimum equipment when responding to an emergency call:

   a. Chlorine Institute Emergency Repair Kit for the type and size chlorine cylinders or containers supplied.

   b. Self-contained breathing apparatus suitable for entering and working in a concentrated chlorine atmosphere.

2. The Contractor(s) shall be responsible, at his own expense, for the removal and safe disposal of all defective or leaking chlorine cylinders and containers, except the bidder(s) shall not be required to bear the expense where the cause of the emergency is due to abuse in handling or negligence on the part of personnel of the City.

6. *TECHNICAL PRODUCT SPECIFICATIONS – CONT'D*

6.3 LOT C – LIQUID CHLORINE – CONT'D

6.3.2 Performance and/or Quality Requirements – Cont'd

D. Liquid chlorine shipping containers shall conform to applicable regulations of the Interstate Commerce Commissions. The containers shall be reconditioned, maintained and loaded in strict accordance with the latest edition of "Container Procedure at Chlorine Packaging Plant," issued by the Chlorine Institute, Inc.

E. The supplier shall comply with all applicable requirements of the American Water Works Association (AWWA) 301-04 Standard for liquid chlorine or furnishes a certified analysis of the liquid chlorine.

F. The chlorine will be 99.5 percent pure by volume.

6.3.3 General:
The liquid chlorine supplied under this standard shall contain no soluble mineral or organic substances in quantities capable of producing deleterious or injurious effects on the health of persons consuming water that has been treated properly with the liquid chlorine.

6.3.4 Moisture:
The liquid chlorine supplied shall be dry chlorine. Moisture shall not exceed 150 ppm (0.015 percent), by weight

6.3.5 Heavy Metals:
The sum of all heavy metals shall not exceed 30 ppm (0.003 percent) expressed as lead.

A. Lead shall not exceed 10 ppm (0.001 percent) reported as lead.
B. Mercury shall not exceed 1 ppm (0.001 percent) reported as mercury.
C. Arsenic shall not exceed 3 ppm (0.003 percent) reported as metallic arsenic.

6.3.6 Nonvolatile Residue:
The total residue shall not exceed (1) 50 ppm (0.005 percent), by weight, in liquid chlorine as loaded by the manufacturer in tank cars and chlorine tank trucks, or (2) 150 ppm (0.015 percent), by weight, in liquid chlorine as packaged in cylinders or ton containers.

6.3.7 Carbon Tetrachloride:
Carbon tetrachloride shall not exceed 100 ppm (0.010 percent). Testing for carbon tetrachloride is not required unless a carbon tetrachloride tail gas scrubbing system is used in the chlorine production unit or if it is used as a diluent for nitrogen trichloride. Consult with your manufacturer, packager, or supplier.

6.3.8 Trihalomethanes:
Trihalomethanes shall not exceed 300 ppm (0.030 percent).

6. *TECHNICAL PRODUCT SPECIFICATIONS – CONT'D*

6.4 LOT D – SODIUM HYDROXIDE 25%

SODIUM HYDROXIDE (25%)

Annual Usage: 0 - 200,000 gallons

Minimum Order: 2000 gallons

Delivery:

- Sodium Hydroxide will be delivered to the following locations:

  A. Water Campus - Odor Scrubber Complex
  - Microfiltration Building

  B. Central AZ Project (CAP) Plant - Chlorination Facility

Performance and/or Quality Requirements:

- Meets AWWA standard B501- (latest revision)

6.5 LOT E – SODIUM HYDROXIDE 50%

SODIUM HYDROXIDE (40%)

Annual Usage: 0 - 200,000 gallons

Minimum Order: 2000 gallons

Delivery:

- Sodium Hydroxide will be delivered to the following locations:

  A. Water Campus - Odor Scrubber Complex
  - Microfiltration Building

6.6 LOT F – POTASSIUM CHLORIDE

POTASSIUM CHLORIDE

Annual Usage: 0 - 5000 pounds

Minimum Order: 1000 pounds

Delivery:

- Deliver in 50 pound bags as requested.

6. *TECHNICAL PRODUCT SPECIFICATIONS – CONT'D*

6.6 LOT F- POTASSIUM CHLORIDE – CONT'D

Performance and/or Quality Requirements:

A. Chemical Analysis

	Typical	Range
Potassium Chloride KCl	98.9 %	98.6 - 99.20
Sodium Chloride NaCl	0.90 %	0.07 – 1.10
Calcium Sufate CaSO4	0.06 %	0.03 – 0.09
Calcium Chloride CaCl2	0.01 %	0.00 – 0.01
Magnesium Chloride MgCl2	0.04 %	0.01 – 0.07

B. Typical Screen Analysis

Tyler mesh	U.S.S. mesh	Open (mm)	CUM %	Range %
4	4	4.70	95.0	92.98

6.7 LOT G – LIME, HYDRATED

LIME, HYDRATED

Annual Usage: 0 – 1,000,000 pounds

Minimum Order: 40,000 pounds

Delivery:

- Deliver in bulk container to the Water Campus Product Water Pump station.

Performance and/or Quality Requirements:

A. The material will be white, dry finely powdered and free of lumps or other materials that may interfere with dry feed equipment.

B. Must meet AWWA Standard B202 - (latest revision).

Test Methods:

- Analysis will be performed in accordance with the Standard Method of Chemical Analysis of Limestone, Quicklime and Hydrated Lime (ASTM. Designation C-25) of the American Society of Testing Material, or subsequent revisions thereof.

6. *TECHNICAL PRODUCT SPECIFICATIONS – CONT'D*

6.8 LOT H – SULFURIC ACID

SULFURIC ACID (93%)

Annual Usage: 0 - 200,000 gallons

Minimum Order: 5000 gallons

Delivery:

- Deliver to the Water Campus Reverse Osmosis Facility.

Performance and/or Quality Requirements:

- Minimum assay of 93 %.
- Clear, colorless liquid with no visible solids.

6.9 LOT I – POLYMER, CATIONIC

POLYMER, CATIONIC, Polydyne Clarifloc C385P (or Approved Alternate)

Annual Usage: 0 – 20,000 gallons

Minimum Order: 2000 gallons

Delivery:

- Deliver in bulk truck to the CAP Plant.

Performance and/or Quality Requirements & Test Methods:

- The product will have been pre-qualified at the CAP Plant. (Refer to Approved Alternates Clause in Instructions to Bidders).
- Must be technical grade and/or comply with appropriate AWWA/ANSI Standards.

6.10 LOT J – FERROUS CHLORIDE

FERROUS CHLORIDE

Annual Usage: 0 – 100,000 gallons

Minimum Order: 5,000 gallons

Delivery:

- Deliver in bulk truck to various points in the City.

Performance and/or Quality Requirements:

- Must meet AWWA Standard B402 - (latest revision)

6. TECHNICAL PRODUCT SPECIFICATIONS – CONT'D

6.11 LOT K – SODIUM TRIPOLY PHOSPHATE

SODIUM TRIPOLY PHOSPHATE (STPP)

Annual Usage: 0 – 10,000 pounds

Minimum Order: 500 pounds

Delivery:

- Deliver in 50 pound bags to the Water Campus Reverse Osmosis Facility.

Performance and/or Quality Requirements:

- The product shall be granular, light density.
- Shall meet NSF Standard 60. – All sodium tripolyphosphate delivered shall conform to AWWA specification B-503- (latest revision)

6.12 LOT L – AMMONIUM HYDROXIDE

AMMONIUM HYDROXIDE (15%)

Annual Usage: 0 - 40,000 gallons

Minimum Order: 4000 gallons

Delivery:

- Deliver via bulk truck to the Water Campus Disinfection Building.
- **Truck must have vapor recovery system and utilize this system when off-loading.**

Performance and/or Quality Requirements:

- Minimum assay: 14%
- Clear, colorless liquid free of visible solids

6.13 LOT M – HYDROCHLORIC ACID

HYDROCHLORIC ACID, 31%

Annual Usage: 0 - 10,000 gallons

Minimum Order: 300 gallon tote

Delivery:

- Deliver in 300 gallon totes to the Water Campus Odor Scrubber Complex.

Performance and/or Quality Requirements:

- Minimum Assay: 30.5%
- Clear, slightly yellow liquid with no visible solids.

6. TECHNICAL PRODUCT SPECIFICATIONS – CONT'D

6.14 LOT N - LAVASOL II

Lavasol II (or Approved Alternate)

Annual Usage: 0 - 3,000 gallons

Minimum Order: 2 - 275 gallon totes

Delivery: Deliver in totes to the Water Campus R.O. Building

Performance and/or Quality Requirements:

- The product will have been pre-qualified at the CAP Plant. (Refer to Approved Alternates Clause in Instructions to Bidders).
- Must be technical grade and/or comply with appropriate AWWA/ANSI Standards

6.15 LOT O – TRISODIUM PHOSPHATE

TRISODIUM PHOSPHATE (TSP)

Annual Usage: 0 – 10,000 pounds

Minimum Order: 500 pounds

Delivery: Deliver in 50 lb. bags to the Water Campus Reverse Osmosis Facility.

Performance and/or Quality Requirements:

- Must meet NSF 60 Standard and/or comply with appropriate AWWA/ANSI Standards.

6.16 LOT P – SODIUM SALOF OF DODECYL BENZENESULFONIC ACID

SODIUM SALT of DODECYL BENZENESULFONIC ACID

Annual Usage: 0 - 2,000 pounds

Minimum Order: 200 pounds

Delivery: Deliver in 50 lb. bags to the Water Campus Reverse Osmosis Facility.

Performance and/or Quality Requirements:

- Must be technical grade and/or comply with appropriate AWWA/ANSI Standards.

6. *TECHNICAL PRODUCT SPECIFICATIONS – CONT'D*

6.17 LOT Q – SODIUM BISULFITE

Sodium Bisulfite 25%

Annual Usage: 0 - 20,000 gallons

Minimum Order: 900 gallons for bulk or two (2) 55 gal drums

Delivery:

- Deliver in bulk truck to the Water Campus Microfiltration Facility or to the CAP Plant.
- Deliver in drums to the Central Groundwater Treatment Facility (CGTF)

Performance and/or Quality Requirements:

- Must meet NSF 60 Standard

6.18 LOT R – SODIUM PERMANGANATE

SODIUM PERMANGANATE 20%

Annual Usage: 0 - 1200 gallons

Minimum Order: 300 gallon tote

Delivery: Deliver in totes to the CAP Water Treatment Plant.

Performance and/or Quality Requirements:

- Must be technical grade and/or comply with appropriate AWWA/ANSI Standards.

6.19 LOT S – CHLORINE TABLETS

CHLORINE TABLETS (3") with SCALE INHIBITOR

Annual Usage: 0 – 6,000 pounds

Minimum Order: 1000 pounds

Delivery: Deliver in 55 pound pails as requested.

6. *TECHNICAL PRODUCT SPECIFICATIONS – CONT'D*

6.20 LOT T – CLARIFLOC A-210 POLYMER

CLARIFLOC A-210 POLYMER (or Approved Alternate)

Annual Usage: 0 – 40,000 gallons

Minimum Order: 300 gallons

Delivery: Deliver in totes as requested.

Performance and/or Quality Requirements & Test Methods:

- The product will have been pre-qualified at the Chaparral Plant. (Refer to Approved Alternates Clause in Instructions to Bidders).
- Must be technical grade and/or comply with appropriate AWWA/ANSI Standards.

6.21 LOT U – SODIUM HYPOCHLORITE

SODIUM HYPOCHLORITE, 12.5% (bleach)

Annual Usage: 0 - 120,000 gallons

Minimum Order: 50 gallon barrel – 1,000 gallon by bulk truck

Delivery: Deliver in barrels and/or in bulk truck to various points in the City of Scottsdale.

Performance and/or Quality Requirements:

- Minimum assay: 12%
- Must meet AWWA B-300-92 Standard or latest revision

6.22 LOT V – CITRIC ACID 50%

CITRIC ACID (50%)

Annual Usage: .0 - 150,000 gallons

Minimum order: 500 gallons

Maximum order: 3,000 gallons

Delivery: Deliver in bulk truck to the Water Campus Microfiltration Facility or to the CAP Plant.

Performance and/or quality requirements: Must meet NSF 60 Standard

6. TECHNICAL PRODUCT SPECIFICATIONS – CONT'D

6.23 LOT W – CITRIC ACID GRANULAR

CITRIC ACID (granular)

Annual usage: 5,000 pounds

Minimum order: 50 bags

Maximum order: 300 bags

Performance and/or quality requirements: Must meet NSF 60 Standard

6.24 LOT X – LIQUID OXYGEN

LIQUID OXYGEN (LOX)
Oxygen, Refrigerated Liquid (LOX) - >99% Oxygen

Annual usage: 0 - 18,000,000 scf

Minimum order: 500,000 scf

Maximum order: 575,000 scf

Delivery: Deliver in bulk truck to Water Campus

Performance and/or quality requirements: >99% oxygen

6.25 LOT Y – GLACIAL ACETIC ACID

GLACIAL ACETIC ACID
Synonyms: Acetic acid. Methane carboxylic acid, ethanoic acid

Molecular Weight: 60.05

Chemical Formula: CH3COOH

Annual Usage: 0 – 30,000 gallons

Minimum Order: Four (4) 55 gallon barrels/drums or 2,000 gallons by bulk truck

Delivery: Deliver in barrels/drums and/or in bulk truck to the Water Campus.

Performance and/or Quality Requirements: Must meet AWWA Standard B-403 (latest revision).

SUBMITTAL CHECKLIST	
	WATER & WASTEWATER TREATMENT CHEMICALS **IFB # 14PB001**

To constitute a valid responsive bid by the Bidder to this solicitation, the Bidder's submittal **MUST** include a **MINIMUM** of the following items:

☑ **Offer/Acceptance Document** – Complete Offer portion of the document, signed in ink.

☑ **Bid Form(s)** – Fully completed Solicitation Bid Form(s) including Summary Bid Form Sheet if applicable.

☑ **Bidder Questionnaire Form** – Fully completed Bidder Questionnaire Form.

☑ **General Disclosure Form** – Fully completed General Disclosure Form, signed in ink.

☑ **Litigation Disclosure Form** - Fully completed Litigation Disclosure Form, signed in ink.

☑ **Bid Copy** – Offer shall submit one (1) unbound original of offer. At the Offeror's discretion, a complete electronic copy of the Bidder's complete bid may also be submitted. This electronic copy shall be one (1) file, in Adobe® Acrobat format (PDF), and be an electronic representation of the Bidder's complete response document (signature page, quotation page, sample documents, all attachments, brochures, pamphlets, etc.).

OFFER AND ACCEPTANCE

City of Scottsdale
Purchasing Division
9191 E. San Salvador Dr.
Scottsdale, AZ 85258
Phone: 480-312-5700 – Fax: 480-312-5701

SOLICITATION #	14PB001	SOLICITATION TITLE:	Water & Waste Water Treatment Chemicals

OFFER

TO THE CITY OF SCOTTSDALE:

The undersigned hereby offers and agrees, in accordance with the undersigned's written offer submitted in response to this solicitation, to furnish the material and/or service(s) in compliance with all terms, conditions, specifications, scope of work, and addendums in the solicitation listed above, including written exceptions that are subject to the approval of the City prior to acceptance. The undersigned agrees that the entire solicitation listed above is hereby incorporated by reference as if fully set forth herein.

The Offeror's signature on this OFFER form certifies that he has read, understands and will comply with all terms, conditions and specifications stated in all documents constituting the solicitation. The bidder also certifies it is in compliance with the Non Collusion, Business Dealings with Sudan and Iran and all Federal and Arizona State Immigration Laws.

OFFER MADE - COMPANY INFORMATION		FOR CLARIFICATION OF THIS OFFER, CONTACT:
Company Name Polydyne Inc.		Printed Name Lawrence D. Grizzle
Address One Chemical Plant Rd.		Title Business Manager
City Riceboro State GA Zip 31323		Phone (912) 880-2035
Signature for Offeror	Date 09/09/13	Fax (912) 880-2078 E Mail polybiddpt@snfhc.com
Printed Name and Title of Authorized Signatory Mark Schlag, Vice-President		Address (if different from Company info)
Federal Employer Tax ID # or SSN as per W9 Statement 34-1810283		City, State, Zip (if different from Company info)

ACCEPTANCE OF OFFER, NOTICE OF CONTRACT AWARD

(for City of Scottsdale Use Only)

The contractor's offer is hereby accepted by the City of Scottsdale. The Contractor is now bound to sell the materials and/or service(s) and perform based upon the above solicitation , including all terms, conditions, specifications, scope of work, and addendums contained in the Solicitation, as well as any written exceptions that have been separately accepted by the City.

This contract shall henceforth be referred to as **Contract # 14PB001** LOT I, T

The contract consists of the following documents: 1) Solicitation # 14PB001 and all addendums (if applicable) as issued by the City; 2) The Contractor's Response to the City's solicitation; 3) This signed offer and acceptance and any other applicable contractual agreements, 4) All written exceptions and/or modifications to the solicitation requirements as agreed to by the City and the Contractor as per attachment____, dated____.

The Contractor is hereby cautioned not to commence any billable work or provide any material or service under this contract until the Contractor receives a purchase order document from the City.

The Contractor must provide the following checked items within ten (10) calendar days from the date of this Acceptance of Offer, Notice of Contract Award in order for the City to issue the required Purchase Order : ☐ Payment Bond ☐ Performance Bond, ☑ Insurance Certificate(s), ☐ I.R.S. Form W-9/Taxpayer ID No. & Certification, ☐ other documentation as identified.
If the Contractor fails to furnish the required documents within the stated ten (10) calendar days they may be considered in default and may be at risk of forfeiture of any applicable Bid Bond posted. All required documents are to be sent to the Bid & Contract Specialist listed in the solicitation.

This document has been approved as to form on the 22nd day of July, 2012 by the City Attorney and is on file with the City Clerk. It need not be submitted to the City Attorney for approval unless the form document is altered.	**City of Scottsdale**, a municipal corporation Offer Accepted and Awarded this 27th day of November, 2013
Risk Management Issues reviewed and approved as to form July 24th, 2013 by City of Scottsdale Risk Management Director	
Recommended award approved October 15th, 2013 by City of Scottsdale Contract Administrator	J. E. Flanagan Or Designee Kari Ingles for As City of Scottsdale Purchasing Director

BID FORM	
	WATER & WASTEWATER TREATMENT CHEMICALS **IFB # 14PB001**

BID LOT "I"					
ITEM	**DESCRIPTION**	**ESTIMATED ANNUAL QUANTITIES**	**UNIT**	**UNIT PRICE**	**EXTENDED PRICE**
6.9	Cationic Polymer Clarifloc C-358	20,000	GAL	$ 3.694/Gal	$ 73,880.00
				TOTAL BID LOT "I"	$ 73,880.00

NOTE: DO NOT INCLUDE ANY USE OR FEDERAL EXCISE TAX IN YOUR BID. THE CITY IS EXEMPT FROM THE PAYMENT OF FEDERAL EXCISE TAX AND WILL ADD USE TAX OR SALES TAX AS APPLICABLE.

BIDDER SHALL COMPLETE THE FOLLOWING:

Provide dry weight basis, specify lbs. product per gallon as used in bid calculation.

Lbs/Gal - 8.59

a. Minimum Order Quantity - 17,180 Lbs. (2,000 Gallons)

b. Minimum Delivery Time after Order - 3 - 7 Days A.R.O.

	YES	NO
c. Is a representative chemical analysis attached?	X	
d. Does the vendor agree to comply with all applicable terms in Item 5, Product Requirements (beginning on pg 37)?	X	
e. Does your product conform to Item 6.9 of the Technical Product Specifications?	X	

COMPANY NAME: Polydyne Inc.

BID FORM	
	WATER & WASTEWATER TREATMENT CHEMICALS **IFB # 14PB001**

BID LOT "T"					
ITEM	**DESCRIPTION**	**ESTIMATED ANNUAL QUANTITIES**	**UNIT**	**UNIT PRICE**	**EXTENDED PRICE**
6.20	Clarifloc Polymer A-210	40,000	GAL	$ 8.80/Gal	$ 352,000.00
				TOTAL BID LOT "T"	$ 352,000.00

NOTE: DO NOT INCLUDE ANY USE OR FEDERAL EXCISE TAX IN YOUR BID. THE CITY IS EXEMPT FROM THE PAYMENT OF FEDERAL EXCISE TAX AND WILL ADD USE TAX OR SALES TAX AS APPLICABLE.

BIDDER SHALL COMPLETE THE FOLLOWING:

Provide dry weight basis, specify lbs. product per gallon as used in bid calculation.

Lbs/Gal - 8.8

a. Minimum Order Quantity - 2,300 Lbs.

b. Minimum Delivery Time after Order - 3 - 7 Days A.R.O.

	YES	NO
c. Is a representative chemical analysis attached?	X	
d. Does the vendor agree to comply with all applicable terms in Item 5, Product Requirements (beginning on pg 37)?	X	
e. Does your product conform to Item 6.20 of the Technical Product Specifications?	X	

COMPANY NAME: Polydyne Inc.

BID FORM

WATER & WASTEWATER TREATMENT CHEMICALS

IFB # 14PB001

***TAXES**

1. Do not include any use, or federal excise tax in your bid. The city is exempt from the payment of federal excise tax and will add use tax as applicable.

DELIVERY DESTINATION

Delivery Location: Various locations throughout the City of Scottsdale

1. Delivery terms are F.O.B. destination.
2. Delivery will be completed within 3 - 7 days after receipt of Purchase Order.
3. Prices quoted herein are effective through completion of delivery against this Contract.

ADDENDA

The bidder hereby acknowledges receipt of and agrees his bid is based on the following Addenda.

ADDENDUM # 1 DATED 08/30/13 ADDENDUM #_____ DATED _____

ADDENDUM #_____ DATED _____ ADDENDUM #_____ DATED _____

NO BID: If no bid please state reason:

_____

COMPANY NAME: Polydyne Inc.

BIDDER QUESTIONNAIRE	
	WATER & WASTEWATER TREATMENT CHEMICALS **IFB # 14PB001**

COMPANY INFORMATION

Company Local Office Physical Address	Polydyne Inc.
Office Daytime Phone Number	One Chemical Plant Rd.
Office Fax Number	Riceboro, GA 31323
Telephone Ordering Phone Number(s)	(912) 880-2035
Company email Address	polybiddpt@snfhc.com
Company Operating Hours (Monday – Friday)	8:00 a.m. - 5:00 p.m. E.S.T.
Company Hours (Saturday)	N/A
NAME OF MAIN CONTACT *(assigned to this contract)*	Joe Conca, Technical Sales Representative
Office Phone Number of Main Contract	(623) 748-3281
Cellular Phone Number of Main Contact	(623) 640-1425
Email of Main Contact	JConca@polydyneinc.com
NAME OF COMPANY MANAGER	Lawrence D. Grizzle, Business Manager
Office Phone Number of Company Manager	(912) 880-2035
Email of Company Manager	polybiddpt@snfhc.com
After Hour/Emergency Phone Number(s)	(623) 640-1425

Signature

Printed Name: Mark Schlag

Title Vice-President

Company Polydyne Inc.

BIDDER GENERAL DISCLOSURE FORM	
	WATER & WASTEWATER TREATMENT CHEMICALS **IFB # 14PB001**

Bidder shall respond to each of the questions below by checking the appropriate box and provide supplemental information as needed. Failure to fully and truthfully disclose the information required by this disclosure form may result in the disqualification of your submittal from consideration or termination of the contract, once awarded.

Debarment / Suspension Information – Has the Respondent or any of its principals been debarred or suspended from contracting with any public entity?

[ ] YES [X] NO

If "YES", in an attachment to this form identify the public entity and the name and current phone number of a representative of the public entity familiar with the debarment or suspension, and state the reason for or circumstances surrounding the debarment or suspension, including but not limited to the period of time for such debarment or suspension.

Surety Information – Has the Respondent or any of its principals ever had a bond or surety cancelled or forfeited?

[ ] YES [X] NO

If "YES", in an attachment to this form identify the name of the bonding company, date, amount of bond and reason for such cancellation or forfeiture.

Bankruptcy Information – Has the Respondent or any of its principals ever been declared bankrupt or filed for protection from creditors under State or Federal proceeding in the last seven (7) years?

[ ] YES [X] NO

If "YES", in an attachment to this form identify the date, court, jurisdiction, case number, amount of liabilities and amount of assets.

Signature _____ Vice-President
Title

Mark Schlag
Printed Name

09/09/13
Date

COMPANY NAME: Polydyne Inc.

BIDDER LITIGATION DISCLOSURE FORM

WATER & WASTEWATER TREATMENT CHEMICALS

IFB # 14PB001

Bidder shall respond to each of the questions below by checking the appropriate box and provide supplemental information as needed. Failure to fully and truthfully disclose the information required by this disclosure form may result in the disqualification of your submittal from consideration or termination of the contract, once awarded.

Have you or any member of your Firm or Team to be assigned to this contract ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years?

[ ] YES [X] NO

Have you or any member of your Firm or Team to be assigned to this contract ever been terminated (for cause or otherwise) from any work being performed for the City of Scottsdale or any other Federal, State or Local Government?

[ ] YES [X] NO

Have you or any member of your Firm or Team to be assigned to this contract ever been involved in any claim or litigation with the City of Scottsdale or any other Federal, State or Local Government during the last ten (10) years?

[ ] YES [X] NO

If you answered "YES", to any of the above questions, in an attachment to this form, please indicate the name(s) of the person(s), the nature, and status and/or outcome of the information, indictment, conviction, termination, claim or litigation, as applicable.

Signature	Vice-President Title
Mark Schlag Printed Name	09/09/13 Date

COMPANY NAME: Polydyne Inc.

SNF POLYDYNE

CERTIFICATE OF ANALYSIS

POLYDYNE INC.
4690 WORTH STREET

LOS ANGELES CA 90063

CUSTOMER NAME :
CITY OF SCOTTSDALE WTP

OA # : 708219 - 1 - 1

SCOTTSDALE 000

mboettcher@scottsdaleaz.gov
MATTHEW

CITY OF SCOTTSDALE
7447 E.INDIAN SCHOOL RD
SUITE 220
SCOTTSDALE AZ 85251
UNITED STATES

POLYDYNE PRODUCT NAME : CLARIFLOC (R) C-358

PURCHASE ORDER NR : 298407 **DATE : 06/21/2013**

AMOUNT : 45000 LB

	UNIT	SPECIFICATION	QUALITY CONTROL BATCH NUMBER LAPDD1/1232	QC TEST
pH on solution		5.0 - 7.0	6.0	3130
BROOKFIELD VISCOSITY (30 RPM) (LV2 , 30 rpm)	cps	700 - 1000	710	3420
NON VOLATILE SOLIDS	%	19.0 - 22.0	20.4	3100

Date : 06/21/2013
Signature
Saul Ricardez

If the # symbol appears in the QC-TEST column, then the data on that line is given for information only, and does not constitute a specification.

SNF POLYDYNE

CLARIFLOC® C-358 POLYMER

CHARACTERISTICS

CLARIFLOC C-358 polymer is a **high** molecular weight, homopolymer of diallyldimethylammonium chloride. It is an effective organic coagulant for water and wastewater clarification in a wide variety of industrial, municipal and mining applications. CLARIFLOC C-358 can partially or totally replace alum, ferric, lime and other inorganic coagulants, thereby reducing sludge volume. Unlike inorganics, it is effective over very wide pH ranges. CLARIFLOC C-358 is **approved** by the **NSF** for clarification of potable water at dosages up to 50 mg/L.

TYPICAL PROPERTIES

Physical Form	Clear Amber Liquid
Density	8.5 - 8.9 lbs/gal
Freezing Point	25 F. (-4 C.)
Solubility	Totally Water Soluble

PREPARATION AND FEEDING

CLARIFLOC C-358 is a solution polymer which can be diluted to any convenient concentration for feeding. No special make-down or activation procedures are necessary. The polymer can be diluted in-line using a static mixer or in a stirred vessel. Diluting to 1-10% product is highly recommended for all clarification application because the coagulant will be distributed more efficiently into the system with less chance of overdose.

MATERIALS OF CONSTRUCTION

Crosslinked polyethylene, fiberglass, stainless steel and lined mild steel are the preferred materials of construction for bulk tanks. Unlined mild steel, black iron, galvanized steel, or copper are not recommended in any part of the polymer feed system. Stainless steel or PVC are the best choice for pump heads and feed lines.

MANUFACTURING SPECIFICATIONS

Specific Gravity	1.02 - 1.04
% Active	19.0 - 22.0
Product Viscosity	700 - 1,000 cPs
Product pH	5.0 - 7.0

HANDLING AND STORAGE

CLARIFLOC C-358 has a suggested in-plant storage life of six months in unopened drums. For best results, store at 40-90 F. Protect from freezing. If the product freezes, allow it to warm up in a heated area and thaw thoroughly before attempting to use it. For spills of CLARIFLOC C-358, sprinkle sawdust or vermiculite over the spill area and sweep the material into approved chemical disposal containers.

PRODUCT SAFETY INFORMATION

CLARIFLOC C-358 is a mildly acidic product that can irritate the skin and eyes, so gloves, rubber apron and goggles should be worn during the handling of this product. Anyone responsible for the procurement, use or disposal of this product should familiarize themselves with the appropriate safety and handling information outlined in the **POLYDYNE** Material Safety Data Sheet. In the event of an emergency with CLARIFLOC C-358, contact Chemtrec anytime day or night at (800) 424-9300.

SHIPPING

CLARIFLOC C-358 Polymer is shipped in 55 gallon drums containing approximately 450 pounds net. It is also available in 275 gallon, poly-lined, disposable tote bins containing approximately 2300 pounds net. Bulk quantities are also available.

ADDITIONAL INFORMATION

To place an order or obtain technical information from any location in the continental United States, call toll free:

(800) 848-7659

ALL STATEMENTS, INFORMATION AND DATA GIVEN HEREIN ARE BELIEVED TO BE ACCURATE AND REALIABLE, BUT ARE PRESENTED WITHOUT GUARANTEE, WARRANTY OR RESPONSIBILITY OF ANY KIND, EXPRESSED OR IMPLIED STATEMENTS OR SUGGESTIONS CONCERNING POSSIBLE USE OF OUR PRODUCTS ARE MADE WITHOUT REPRENTATION OR WARRANTY THAT ANY SUCH USE IS FREE OF PATENT INFRINGEMENT, AND ARE NOT RECOMMENDATIONS TO INFRINGE ON ANY PATENT. THE USER SHOULD NOT ASSUME THAT ALL SAFETY MEASURES ARE INDICATED OR THAT OTHER MEASURES MAY NOT BE REQUIRED.

COPYRIGHT 1995, POLYDYNE INC.

Material Safety Data Sheet

1. IDENTIFICATION OF THE SUBSTANCE/PREPARATION AND THE COMPANY

Product name : **CLARIFLOC (R) C-358 POLYMER**

Company : POLYDYNE INC.
Riceboro, GA 31323
PO Box 279
United States

Telephone :
Telefax : 1-800-848-7659
E-mail : (912)-884-8770

Emergency telephone number : 1-800-424-9300

Product Use : Processing aid for industrial applications.

2. HAZARDS IDENTIFICATION

Emergency Overview :

Appearance and Odor

Form : Liquid
Color : Amber
Odor : Slight

Spills produce extremely slippery surfaces.

Potential Environmental Effects : The product contains a substance which is harmful to aquatic organisms. May cause long-term adverse effects in the aquatic environment.

3. COMPOSITION/INFORMATION ON INGREDIENTS

Identification : Cationic polymer in solution.

4. FIRST AID MEASURES

Inhalation : No hazards which require special first aid measures.

Skin contact : Wash with water and soap as a precaution. In case of persistent skin irritation, consult a physician.

Eye contact : Rinse thoroughly with plenty of water, also under the eyelids. In case of persistent eye irritation, consult a physician.

Ingestion : The product is not considered toxic based on studies on laboratory animals.

5. FIRE-FIGHTING MEASURES

Suitable extinguishing media : Water, Water spray, Foam, Dry powder, Carbon dioxide (CO2).

Precautions : Spills produce extremely slippery surfaces.

Special protective equipment for firefighters : No special protective equipment required.

Flash point : Does not flash.

Autoignition temperature : Does not ignite.

6. ACCIDENTAL RELEASE MEASURES

Personal precautions : No special precautions required.

Environmental precautions : As with all chemical products, do not flush into surface water.

Methods for cleaning up : Do not flush with water . Dam up. Soak up with inert absorbent material. If liquid has been spilt in large quantities clean up promptly by scoop or vacuum. After cleaning, flush away traces with water.

7. HANDLING AND STORAGE

Handling

Safe handling advice : Avoid contact with skin, eyes and clothing. When preparing the working solution ensure there is adequate ventilation. Do not breathe vapors or spray mist. When using do not smoke.

Storage

Keep in a dry, cool place (0 - 35 °C). Keep away from heat and sources of ignition. Freezing will affect the physical condition and may damage the material.

8. EXPOSURE CONTROLS / PERSONAL PROTECTION

Engineering measures
Use local exhaust if misting occurs. Natural ventilation is adequate in absence of mists

Personal protective equipment

Respiratory protection : In case of insufficient ventilation wear suitable respiratory equipment.

Hand protection : Rubber gloves.

Eye protection : Safety glasses with side-shields. Do not wear contact lenses where this product is used.

Skin and body protection : Chemical resistant apron or protective suit if spashing or repeated contact with solution is likely.

Hygiene measures
Wash hands before breaks and at the end of workday. Handle in accordance with good industrial hygiene and safety practice.

9. PHYSICAL AND CHEMICAL PROPERTIES

Form : Liquid

Color : Amber

Odor : Slight

pH : 5 - 7

Specific Gravity : 1.02 - 1.06

Melting point/range : Not applicable

Flash point : Does not flash

Freezing point (°C) : - 3 (°C)

Autoignition temperature : Does not ignite

Water solubility : Completely miscible

LogPow : 0

10. STABILITY AND REACTIVITY

Stability : Stable. Hazardous polymerisation does not occur.

Materials to avoid : Oxidizing agents may cause exothermic reactions.

Hazardous decomposition products : No decomposition if stored and applied as directed. Burning of the dried material can produce: hydrogen chloride gas, nitrogen oxides (NOx), carbon oxides.

11. TOXICOLOGICAL INFORMATION

Acute toxicity

Skin : LD50/dermal/rabbit > 5000 mg/kg.

Oral : LD50/oral/rat > 5000 mg/kg

Inhalation : The product is not expected to be toxic by inhalation.

Irritation

Skin : Not irritating.

Eyes : May cause slight eye irritation.

Sensitization : The results of testing on human volunteers (Human Insult Patch Test) showed this material to be non-sensitizing.

Chronic toxicity : A one-year feeding study on rats did not reveal adverse health effects A one-year feeding study on dogs did not reveal adverse health effects

Other information

Not mutagenic in AMES Test
Not mutagenic in micronucleus test on mice
Not teratogenic, NOEL = 25 mg/kg
A multi-generation study in rats showed no reproductive/developmental toxicity at a dose of 125 mg/kg/day

12. ECOLOGICAL INFORMATION

Aquatic toxicity

Toxicity to fish : LC50/96 hours > 10 mg/l (OECD 203).

Toxicity to daphnia : EC50/48 hours > 10 mg/l (OECD 202).

Toxicity to algae : Algal inhibition tests are not appropriate. The flocculation characteristics of the product interfere directly in the test medium preventing homogenous distribution which invalidates the test.

Environmental fate

Persistence and degradability : Not readily biodegradable.

Hydrolysis : Does not hydrolyse.

LogPow : 0

Bioaccumulation : Does not bioaccumulate.

Other ecological information :
The effects of this product on aquatic organisms are rapidly and significantly mitigated by the presence of dissolved organic carbon in the aquatic environment

13. DISPOSAL CONSIDERATIONS

Disposal : In accordance with local, state and federal regulations.

Container : Rinse empty containers with water and use the rinse water to prepare the working solution. Can be landfilled or incinerated, when in compliance with local, state and federal regulations.

14. TRANSPORT INFORMATION

DOT

Remarks : Not classified as dangerous in the meaning of DOT regulations.

IMDG/IMO

Remarks : Not classified as dangerous in the meaning of IMO/IMDG regulations.

ICAO/IATA

Remarks : Not classified as dangerous in the meaning of ICAO/IATA regulations.

15. REGULATORY INFORMATION

US SARA Reporting Requirements

SARA Title III Sections :
Sara (311, 312) hazard class : Not concerned

State Regulations

California Proposition 65 Information : Not regulated.

International Inventories

European Union (EINECS/ELINCS) : All components of this product are either listed on the inventory or are exempt from listing.

USA (TSCA) : All components of this product are either listed on the inventory or are exempt from listing.

Canada (DSL) : All components of this product are either listed on the inventory or are exempt from listing.

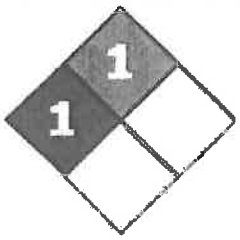
Australia (AICS) : All components of this product are either listed on the inventory or are exempt from listing.

Japan (ENCS) : All components of this product are either listed on the inventory or are exempt from listing.

Korea (ECL) : All components of this product are either listed on the inventory or are exempt from listing.

16. OTHER INFORMATION

NFPA and HMIS Ratings :



NFPA :

Health :	1
Flammability :	1
Instability :	0

HMIS :

Health :	1
Flammability :	1
Physical Hazard :	0

Further information : This MSDS was prepared in accordance with the following :
ANSI Z400.1-2004, Material Safety Data Sheets - Preparation

Contact : Regulatory Affairs Manager (912-880-8014)

The data in this Material Data Sheet relates only to the specific material designated herein and does not relate to use in combination with any other material or in any process. This information is based upon technical information believed to be reliable. It is subject to revision as additional knowledge and experience is gained. This information is based upon technical information believed to be reliable. It is subject to revision as additional knowledge and experience is gained.

SNF POLYDYNE

CERTIFICATE OF ANALYSIS

POLYDYNE INC.
4690 WORTH STREET

LOS ANGELES CA 90063

CUSTOMER NAME :
CITY OF SCOTTSDALE

OA # : 701796 - 1 - 1

SCOTTSDALE 001

dhenderson@scottsdaleaz.gov
KENNEY

CITY OF SCOTTSDALE
7447 E.INDIAN SCHOOL RD
SUITE 220
SCOTTSDALE AZ 85251
UNITED STATES

POLYDYNE PRODUCT NAME : CLARIFLOC (R) A-210P

PURCHASE ORDER NR : 297420 **DATE : 05/23/2013**

AMOUNT : 6900 LB

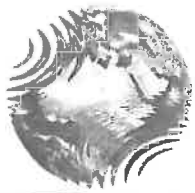
	UNIT	SPECIFICATION	QUALITY CONTROL BATCH NUMBER RA06/1774	QC TEST
BULK BROOKFIELD VISCOSITY	cps	500 - 2000	1040	1010
NON VOLATILE SOLIDS	%	34.0 - 41.0	38.1	1050
UL BROOKFIELD VISCOSITY	cps	7.50 - 9.30	9.26	1019
RESIDUAL MONOMER	ppm	0 - 499	210	1001

Date : 05/23/2013
Signature
Garicel Arce

If the # symbol appears in the QC-TEST column, then the data on that line is given for information only, and does not constitute a specification.

SUP NR: OG-0098 REVISION: 04

SNF POLYDYNE



CLARIFLOC® A-210P POLYMER

PRINCIPAL USES

CLARIFLOC A-210P is a **medium** charge polyacrylamide in emulsion form that is used as a flocculant in a wide variety of municipal and industrial wastewater treatment applications. It has been successfully applied in all liquid/solids separation systems including clarification, thickening, and dewatering. CLARIFLOC A-210P is **approved** by the NSF for clarification of potable water at dosages up to 3.0 mg/L.

TYPICAL PROPERTIES

Physical Form	Clear to Milky White Liquid
Density	8.7 - 8.9 lbs/gal
Anionicity	30 %
Active Polyacrylamide Min.	29%
Viscosity (0.5% Sol'n)	600-1200 cPs
Freezing Point	7 F. (-14 C.)
Flash Point	>200 F. (>93 C.)

PREPARATION AND FEEDING

CLARIFLOC A-210P is a single component emulsion polymer that must be pre-diluted in water before use. In most cases, this product should not be applied neat. One method for dilution is adding the neat polymer into the vortex of a mixed tank at a concentration between 0.25-1.0% polymer (0.5% is optimum) by weight. The polymer can also be injected through a number of commercially available systems that provide in-line mechanical mixing. The best feed systems use initial high energy mixing (>1000 rpm) for a short time (<30 sec) to achieve good dispersion followed by low energy mixing (<400 rpm) for a longer time (10-30 min). Polymer solutions should be aged for 15-60 minutes for best results. Solution shelf life is 8-16 hours.

MATERIALS OF CONSTRUCTION

Cross-linked polyethylene, fiberglass, stainless steel or lined steel are the preferred materials of construction for bulk tanks. Avoid natural rubber and Buna-N gaskets as these materials swell when placed in contact with neat polymer. Unlined mild steel, black iron, galvanized steel, copper or brass are not recommended in any part of the feed system. Stainless steel, Viton or Teflon are the best choices for pump heads. For feed lines, use PVC or reinforced Tygon tubing.

MANUFACTURING SPECIFICATIONS

Total Solids	34 - 41 %
Residual AcAm	< 500 ppm
Neat Viscosity	500 - 2000 cPs
UL Viscosity	7.5 - 9.3 cPs

HANDLING AND STORAGE

Suggested in-plant storage life is 6 months in unopened drums. For best results, store at 50-80 F. Bulk tanks should be mixed by periodically recirculating the contents bottom to top. Bulk tanks can also be fitted with an agitator type mixer that reaches the bottom 2 feet of the tank. Drums and bins should be mixed very well before first use and weekly after that. Do not allow emulsion polymers to freeze. Should freezing occur, allow the product to thaw thoroughly in a heated area and mix well before attempting to use it. For spills of CLARIFLOC A-210P, sprinkle vermiculite or equivalent absorbant over the spill area and sweep the material into approved chemical disposal containers. Do not spray water onto a spill because the resulting gel is very difficult to clean up.

SAFETY INFORMATION

CLARIFLOC A-210P is a mildly acidic product that can irritate the skin and eyes and should be handled accordingly. Gloves, goggles and apron are highly recommended. Anyone responsible for the procurement, use or disposal of this product should familiarize themselves with the appropriate safety and handling precautions involved. Such information is outlined in the **POLYDYNE** Material Safety Data Sheet. In the event of an emergency with this product, contact Chemtrec anytime day or night at (800) 424-9300.

SHIPPING

CLARIFLOC A-210P Polymer is shipped in 55 gallon drums containing approximately 450 pounds net or in 275 gallon **nonreturnable** tote tanks. Bulk quantities are also available.

ADDITIONAL INFORMATION

To place an order or obtain technical information from anywhere in the continental United States, call toll free:

(800) 848-7659

ALL STATEMENTS, INFORMATION AND DATA GIVEN HEREIN ARE BELIEVED TO BE ACCURATE AND RELIABLE, BUT ARE PRESENTED WITHOUT GUARANTEE, WARRANTY OR RESPONSIBILITY OF ANY KIND, EXPRESSED OR IMPLIED. STATEMENTS OR SUGGESTIONS CONCERNING POSSIBLE USE OF OUR PRODUCTS ARE MADE WITHOUT REPRENTATION OR WARRANTY THAT ANY SUCH USE IS FREE OF PATENT INFRINGEMENT, AND ARE NOT RECOMMENDATIONS TO INFRINGE ON ANY PATENT. THE USER SHOULD NOT ASSUME THAT ALL SAFETY MEASURES ARE INDICATED OR THAT OTHER MEASURES MAY NOT BE REQUIRED.

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Material Safety Data Sheet

1. IDENTIFICATION OF THE SUBSTANCE/PREPARATION AND THE COMPANY

CLARIFLOC A-210P POLYMER

Product name :

Company :

POLYDYNE INC.
Riceboro, GA 31323
PO Box 279
United States

Telephone : 1-800-848-7659
Telefax : (912)-884-8770
E-mail :

Emergency telephone number : 1-800-424-9300

Product Use : Processing aid for industrial applications.

2. HAZARDS IDENTIFICATION

Appearance and Odor

Form : Viscous liquid
Color : Milky
Odor : Aliphatic

Emergency Overview :
Spills produce extremely slippery surfaces.

3. COMPOSITION/INFORMATION ON INGREDIENTS

Identification : Anionic water-soluble polymer in emulsion.

4. FIRST AID MEASURES

Inhalation : No hazards which require special first aid measures.

Skin contact : Wash off immediately with soap and plenty of water. In case of persistent skin irritation, consult a physician.

Eye contact : Rinse thoroughly with plenty of water, also under the eyelids. In case of persistent eye irritation, consult a physician.

Ingestion : The product is not considered toxic based on studies on laboratory animals.

5. FIRE-FIGHTING MEASURES

Suitable extinguishing media : Water. Water spray. Foam. Carbon dioxide (CO2). Dry powder.

Precautions : Spills produce extremely slippery surfaces.

Special protective equipment for firefighters : No special protective equipment required.

Flash point : Does not flash.

Autoignition temperature : Does not ignite

6. ACCIDENTAL RELEASE MEASURES

Personal precautions : No special precautions required.

Environmental precautions : Do not contaminate water.

Methods for cleaning up : Do not flush with water Dam up. Soak up with inert absorbent material. If liquid has been spilt in large quantities clean up promptly by scoop or vacuum. Keep in suitable and closed containers for disposal. After cleaning, flush away traces with water.

7. HANDLING AND STORAGE

Handling

Safe handling advice : Avoid contact with skin and eyes. When preparing the working solution ensure there is adequate ventilation. When using do not smoke.

Storage

Keep in a dry cool place (0 - 30 °C). Freezing will affect the physical condition and may damage the material.

8. EXPOSURE CONTROLS / PERSONAL PROTECTION

Engineering measures
Use local exhaust if misting occurs. Natural ventilation is adequate in absence of mists.

Personal protective equipment

Respiratory protection : In case of insufficient ventilation wear suitable respiratory equipment.

Hand protection : Rubber gloves.

Eye protection : Safety glasses with side-shields. Do not wear contact lenses where this product is used.

Skin and body protection : Chemical resistant apron or protective suit if splashing or repeated contact with solution is likely.

Hygiene measures
Wash hands and face before breaks and immediately after handling the product. Handle in accordance with good industrial hygiene and safety practice.

9. PHYSICAL AND CHEMICAL PROPERTIES

Form : Viscous liquid

Color : Milky

Odor : Aliphatic

pH : 6 - 8 @ 5 g/l

Melting point/range : Not applicable

Flash point : Does not flash

Autoignition temperature : Does not ignite

Approx. bulk density : 1.05

Water solubility : See Technical Bulletin

10. STABILITY AND REACTIVITY

Stability : Stable. Hazardous polymerisation does not occur.

Materials to avoid : Oxidizing agents may cause exothermic reactions.

Hazardous decomposition products : Thermal decomposition may produce. Carbon oxides (COx). Nitrogen oxides (NOx).

11. TOXICOLOGICAL INFORMATION

Acute toxicity

Skin : The product is not expected to be toxic.

Oral : LD50/oral/rat > 5000 mg/kg.

Inhalation : The product is not expected to be toxic by inhalation.

Irritation

Skin : May cause skin irritation with susceptible persons.

Eyes : May cause eye irritation with susceptible persons.

Sensitization : The product is not expected to be sensitizing.

Chronic toxicity : Prolonged skin contact may defat the skin and produce dermatitis.

12. ECOLOGICAL INFORMATION

Aquatic toxicity

Toxicity to fish : LC50/96 hours > 100 mg/l (OECD 203).

Toxicity to daphnia : EC50/48 hours > 100 mg/l (OECD 202).

Toxicity to algae : IC50/Scenedesmus subspicatus/72 hours > 100 mg/l (OECD 201).

Environmental fate

Persistence and degradability : Not readily biodegradable.

Hydrolysis : Does not hydrolyse.

13. DISPOSAL CONSIDERATIONS

Disposal : In accordance with local, state and federal regulations.

Container : Rinse empty containers with water and use the rinse water to prepare the working solution. Can be landfilled or incinerated, when in compliance with local, state and federal regulations.

14. TRANSPORT INFORMATION

DOT

Dot status : Not classified as dangerous in the meaning of DOT regulations

IMDG/IMO

Remarks : Not classified as dangerous in the meaning of IMO/IMDG regulations.

ICAO/IATA

Remarks : Not classified as dangerous in the meaning of ICAO/IATA regulations.

15. REGULATORY INFORMATION

International Inventories

European Union (EINECS/ELINCS) : All components of this product are either listed on the inventory or are exempt from listing.

USA (TSCA) : All components of this product are either listed on the inventory or are exempt from listing.

Canada (DSL) : All components of this product are either listed on the inventory or are exempt from listing.

Australia (AICS) : All components of this product are either listed on the inventory or are exempt from listing.

China (IECSC) : All components of this product are either listed on the inventory or are exempt from listing.

Japan (ENCS) : All components of this product are either listed on the inventory or are exempt from listing.

Korea (ECL) : All components of this product are either listed on the inventory or are exempt from listing.

Philippines (PICCS) : All components of this product are either listed on the inventory or are exempt from listing.

16. OTHER INFORMATION

NFPA and HMIS Ratings :

NFPA :

Health :	1
Flammability :	1
Instability :	0

HMIS :

Health :	1
Flammability :	1
Physical Hazard :	0

This MSDS was prepared in accordance with the following :

ISO 11014-1: Material Safety Data Sheet for Chemical Products
ANSI Z400.1-2004; Material Safety Data Sheets - Preparation

Contact : Regulatory Affairs Manager: (912)-880-8014

The data in this Material Data Sheet relates only to the specific material designated herein and does not relate to use in combination with any other material or in any process. This information is based upon technical information believed to be reliable. It is subject to revision as additional knowledge and experience is gained. This information is based upon technical information believed to be reliable. It is subject to revision as additional knowledge and experience is gained.

SNF POLYDYNE

TABULATIONS FOR BID

To: City of Scottsdale **State:** AZ

From: Polydyne Inc. **Fax No.** (912)880-2078

Opened: 09/12/13

Subject: Invitation for Bid #14PB001 – Water and Waste Water Treatment Chemicals

Please provide us with tabulations on the subject bid by filling out this form or attaching your tabulations form to it. A self-addressed stamped envelope is included for your use. If possible, please fax us these tabulations to the above referenced number.

Awarded: YES/NO (circle one)
If YES, indicate awarded vendor with an *
If NO, indicate expected date of award.

Participants	Product Code	Price/Unit	Quantity	Extension
Polydyne Inc.	Clarifloc C-358	$3.694/Gal.	20,000 Gal.	$73,880.00
Polydyne Inc.	Clarifloc A-210P	$8.80/Gal.	40,000 Gal.	$352,000.00

Thank you for your assistance.
Sincerely,

Randal Vickery
Bids & Contracts Department
(912) 880-2035

Database ID: 113-298

CONTRACT AMENDMENT

Purchasing

9191 E. San Salvador Dr.
Scottsdale, AZ 85258

November 25, 2014

Mr. Lawrence Grizzle
SNF / Polydyne Inc.
One Chemical Plant Road
P.O. Box 250
Riceboro, GA 31323

Re: Contract: 14PB001
Water & Wastewater Treatment Chemicals – Lot I (Clarifloc C385P)
Lot T (Clarifloc A-210)

Dear Mr. Grizzle:

Pursuant to your letter dated September 15, 2014, the City of Scottsdale hereby accepts your offer to renew our Contract 14PB001 for Water & Wastewater Treatment Chemicals for a period of one (1) year. All terms, conditions and pricing (as shown below) shall remain unchanged.

Item	**Price Per Gallon**
LOT I: Polymer Clarifloc C385P	$ 3.694
LOT T: Clarifloc A-210 Polymer	$ 8.80

Contract terms and conditions require current certificates of insurance for Commercial General Liability, Excess/Umbrella Liability, Vehicle Liability, and Workers Compensation / Employer's Liability be on file with the City of Scottsdale. Per contract terms and conditions the following **MINIMUM** amounts of coverage are required:

Commercial General Liability:	$5,000,000 each occurrence $5,000,000 Products-Completed Operations Aggregate $5,000,000 General Aggregate Current certificate on file **valid through 12/31/14**
Vehicle Liability Insurance: With MCS 90 form	$5,000,000 each accident Current certificate on file **valid through 12/31/14**
Workers Compensation and Employer's Liability Insurance:	$100,000 each accident $100,000 Disease each employee $500.000 Disease policy limit Current certificate on file **valid through 12/31/14**

When necessary, updated insurance certificates can be emailed, faxed or mailed to my attention using the contact information listed below.

Please ensure the certificate(s) supplied list the "**City of Scottsdale, its agents, representatives, officers, directors, officials and employees as an additional insured and certificate holder, include a waiver of subrogation against the City of Scottsdale,**" and **reference Contract Number (14PB001).**

Failure to supply and keep current the required insurance certificates may render this extension void.

The new term of the extension shall be from November 28, 2014, through November 27, 2015. All provisions of the contract shall remain in effect during the new contract period.

If you have any questions, please let me know.

Sincerely,

Karie Ingles, CPPB | Bid & Contract Specialist | Purchasing Department |City of Scottsdale
☎ 480-312-5744 | ✉: kingles@scottsdaleaz.gov | http://www.scottsdaleaz.gov/Purchasing

cc: M. Helton
Contract Adminstrator
City of Scottsdale

LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
POLYDYNE, INC.

EXHIBIT B

Polydyne, Inc. – Pricing Sheets

SNF POLYDYNE

TABULATIONS FOR BID

To: City of Scottsdale **State:** AZ

From: Polydyne Inc. **Fax No.** (912)880-2078

Opened: 09/12/13

Subject: Invitation for Bid #14PB001 – Water and Waste Water Treatment Chemicals

Please provide us with tabulations on the subject bid by filling out this form or attaching your tabulations form to it. A self-addressed stamped envelope is included for your use. If possible, please fax us these tabulations to the above referenced number.

Awarded: YES/NO (circle one)
If YES, indicate awarded vendor with an *
If NO, indicate expected date of award.

Participants	Product Code	Price/Unit	Quantity	Extension
Polydyne Inc.	Clarifloc C-358	$3.694/Gal.	20,000 Gal.	$73,880.00
Polydyne Inc.	Clarifloc A-210P	$8.80/Gal.	40,000 Gal.	$352,000.00

Thank you for your assistance.
Sincerely,

Randal Vickery
Bids & Contracts Department
(912) 880-2035

Database ID: 113-298

File #: 15-358, **Version:** 1

AUTHORIZATION TO ENTER INTO A CONSTRUCTION MANAGER AT RISK AGREEMENT WITH PCL CONSTRUCTION, INC., FOR DESIGN PHASE SERVICES

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

Purpose and Recommended Action

This is a request for City Council to authorize the Acting City Manager to enter into a Construction Manager at Risk (CMAR) agreement with PCL Construction, Inc., in an amount not to exceed $3,493,985 for design phase services of the Arrowhead Ranch Water Reclamation Facility (ARWRF) improvements.

Background

The ARWRF commenced operations in the mid 1980's. This facility has a capacity of processing 4.0 Million Gallons per day (MGD) of raw sewage. Currently it treats approximately 3.0 MGD and it is not anticipated to need an expansion to support future flows.

Resilience and reliability of all process equipment is essential for maintaining the rated treatment capacity and assuring compliance with all regulatory limits. Facility process equipment needs periodic assessments and improvements to maintain effective operation. A recent project replaced the aging and inefficient Ultra Violet (UV) Disinfection System, resulting in optimized operations. This project intends to continue necessary improvements.

Currently design services are in progress with Carollo Engineers to provide process equipment assessment and design of the improvements and modifications to the ARWRF. The CMAR agreement with PCL Construction will provide pre-construction services during the design phase with Carollo Engineers. Services PCL Construction will provide include: exploratory excavations, independent cost estimating, constructability review, procurement of long lead items, and the development of a construction phasing plan.

Analysis

In October of 2014, staff advertised a request for proposal (RFP) Project 121337 to provide design phase services and construction services as the CMAR. There were ten respondents and PCL Construction was selected by a panel of reviewers as the best qualified contractor for design and construction phase services. Upon completion of the design phase services, staff will return to request approval from City Council to proceed with the construction services phase and authorize the City Manager to enter into a construction services agreement with PCL Construction.

Previous Related Council Action

On January 28, 2014, Council approved a Professional Services Agreement with Carollo Engineers, to provide design and construction administration services for improvements at ARWRF.

Community Benefit/Public Involvement

Maintaining safe, reliable, and resilient facility ensures compliance with water resources goals and regulatory limits, and enhances public safety and preserves quality of life for Glendale residents.

Budget and Financial Impacts

The total cost for these services is in an amount not to exceed $3,493,985. Funding is available in the Water Services FY2014-15 capital budget and the FY2015-16 capital budget contingent upon Council approval.

Cost	Fund-Department-Account
$3,493,985	2360-60007-550800, Arrowhead Water Reclamation Facility Improvements

Capital Expense? Yes

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?

powered by Legistar™

CITY OF GLENDALE, ARIZONA
ENGINEERING DEPARTMENT

ARROWHEAD RANCH WATER RECLAMATION FACILITY IMPROVEMENTS

CONSTRUCTION MANAGER AT RISK
DESIGN PHASE SERVICES

PROJECT NO. 121337

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CITY OF GLENDALE
ARROWHEAD RANCH WATER RECLAMATION
FACILITY IMPROVEMENTS
CONSTRUCTION MANAGER AT RISK
DESIGN PHASE SERVICES
PROJECT NO. 121337

THIS AGREEMENT made and entered into this _____ by and between City of Glendale, an Arizona municipal corporation, hereinafter designated the "CITY" and PCL Construction, Inc., hereinafter designated "CONSTRUCTION MANAGER AT RISK" or "CM@Risk".

RECITALS

A. The City Manager of Glendale, Arizona, is authorized and empowered by provision of the City charter to execute contracts for professional services and construction services.

B. The City intends to construct the (Project Name), as described in Exhibit A attached, hereinafter referred to as the "Project".

C. To undertake the design of said Project the City has entered into a contract with (Firm Name) hereinafter referred to as the "Design Professional".

D. The City intends to enter into a contract with the CM@Risk for the design phase services identified in this contract. At the end of the design phase, at the City's discretion, the City may enter into a separate construction contract with the CM@Risk for construction phase services.

AGREEMENT

NOW THEREFORE, for and in consideration of the mutual covenants and considerations hereinafter contained, it is agreed by and between the City and the CM@Risk as follows:

ARTICLE 1 – TERMS AND DEFINITIONS

Addenda – Written or graphic instruments issued prior to the submittal of the GMP Proposal(s), which clarify, correct or change the GMP Proposal(s) requirements.

Agreement ("Contract") – This written document signed by the City and CM@Risk covering the design phase of the Project, and including other documents itemized and referenced in or attached to and made part of this Agreement.

Alternate Systems Evaluations – Alternatives for design, means and methods or other scope considerations that are evaluated using value engineering principles and have the potential to reduce construction costs while still delivering a quality and functional Project that meets City requirements.

Change Order – A document signed by the CM@Risk and the City that authorizes an addition, deletion or revision in the scope of services or Deliverables, or an adjustment in the Contract Amount or the period of services, or use of Owner Contingency, and is issued on or after the Effective Date of this Agreement.

City ("Owner" or "OWNER") – The City of Glendale, a public body or authority and Municipal Corporation, with whom CM@Risk has entered into this Contract and for whom the services are to be provided pursuant to said Contract.

CM@Risk ("CONSTRUCTION MANAGER AT RISK" OR "CONTRACTOR") – The person, firm, corporation or other approved legal entity with whom the City has entered into this Agreement.

Contingency, Contractor's– An agreed upon amount, either lump sum or a percentage of the Cost of the Work, that is included in the GMP and to be used by the CM@Risk in accordance with the General Provisions in the construction contract. Generally, Contractor's Contingency recognizes that the Drawings and Specifications may still be less than 100% complete after the City's final acceptance of GMP.

Contingency, Owner's – The Owner may, at its discretion, order changes in the scope of the Project. The Owner's Contingency is an amount to cover changes initiated by the Owner, which may be incorporated into the GMP as an allowance at the Owner's discretion.

Construction Documents – The plans, specifications, and drawings prepared by the design professional after correcting for permit review requirements.

Construction Fee – The CM@Risk's administrative costs, home office overhead, and profit, whether at the CM@Risk's principal or branch offices. This includes the administrative costs and home office costs and any limitations or exclusions that may be included in the General Conditions for the construction phase.

Contract Documents – This Agreement, exhibits, attachments, the Notice to Proceed for design phase services, all Written Amendments and Changer Orders to this Contract and any other documents of designated in this Agreement.

Contract Amount – The final approved not-to-exceed budget for this Contract as identified in paragraph 4.1.

Contract Time(s) – The number of days or the dates related to the construction phase that as stated in Construction Documents applies to achievement of Substantial Completion and/or completion of the construction Work so that it is ready for final payment.

Day – Calendar day(s) unless otherwise specifically noted in the Contract Documents.

Deliverables – The work products prepared by the CM@Risk in performing the scope of work described in this Agreement. Some of the major deliverables to be prepared and provided by the CM@Risk during the design phase may include but are limited to: Construction Management Plan, Project Schedule, Schedule of Values, alternative system evaluations, procurement strategies and plans, cost estimates, construction market surveys, cash flow projections, GMP Proposals, Subcontractor procurement plan, Subcontractor agreements, Subcontractor bid packages, Supplier agreements, and others as indicated in this Agreement or required by the Project Team.

Drawings (Plans) – Documents, which visually represent the scope, extent and character of the Work to be furnished and performed by the CM@Risk during the construction phase and which have been prepared or approved by the Design Professional and the City. Includes drawings that have reached a sufficient state of completion and released by the Design Professional solely for the purposes of review and/or use in performing constructability and biddability reviews and in preparing cost estimates (e.g. conceptual design Drawings, preliminary design Drawings, detailed design Drawings at 30%, 60%, 90% or 100%) but "*not for construction*". Shop drawings are not Drawings as so defined.

Effective Date of this Agreement – The date specified in this Agreement on which the Agreement becomes effective, but if no such date is so specified, the date on which the last of the two parties to sign this agreement delivers it to the other party.

Design Professional – The qualified, licensed person, firm or corporation who furnishes design services required under the Contract Documents.

General Condition Costs – Includes, but is not limited to the following types of costs for the CM@Risk during the construction phase: payroll costs for project manager or construction manager but not both for Work conducted at the site, payroll costs for the superintendent and full-time general foremen, payroll costs for

management personnel resident and working on the site, workers not included as direct labor costs engaged in support (e.g. loading/unloading, clean-up, etc.), costs of offices and temporary facilities including office materials, office supplies, office equipment, minor expenses, utilities, fuel, sanitary facilities and telephone services at the site, costs of liability insurance premiums not included in labor burdens for direct labor costs, costs of bond premiums, costs of consultants not in direct employ of the CM@Risk or Subcontractors, taxes on the work and for which the CM@Risk is liable, fees for permits and licenses.

GMP Plans and Specification – The three sets of plans and specifications provided pursuant to paragraph 2.7.3 upon which the Guaranteed Maximum Price Proposal is based.

Guaranteed Maximum Price (GMP) Proposal – The offer or proposal of the CM@Risk submitted on the prescribed form setting forth the GMP prices for the entire Work or portions of the Work to be performed during the construction phase. The GMP Proposal(s) are to be developed pursuant to Article 2 of this Agreement.

Laws and Regulations; Laws or Regulations – Any and all applicable laws, rules, regulations, ordinances, codes and orders of any and all governmental bodies, agencies, authorities and courts having jurisdiction.

Notice to Proceed – A written notice given by the City to the CM@Risk fixing the date on which the CM@Risk will start to perform the CM@Risk's obligations under this agreement.

Progress Payment Application – The form that is accepted by the City and used by the CM@Risk in requesting progress payments or final payment on which will include such supporting documentation as is required by the Contract Documents and or the City.

Project – The scope of work as described in the Recital above and Exhibit "A" attached.

Project Team – Design phase services team consisting of the Design Professional, CM@Risk, Glendale Engineering Department Project Manager, City's Client Department's representatives and other stakeholders who are responsible for making decisions regarding the Project.

Samples – Physical examples of materials, equipment, or workmanship representative of a part of the construction phase Work and which establish the standards by which that portion of the construction phase Work will be evaluated.

Shop Drawings – All drawings, diagrams, illustrations, schedules and other data or information specifically prepared or assembled by or for the CM@Risk and submitted by the CM@Risk to illustrate some portion of the Work.

Specifications – The part(s) of the Contract Documents for the construction phase consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work and certain administrative details applicable thereto.

Subcontractor – An individual, firm or corporation having a direct contract with the CM@Risk or any other individual, firm or corporation having a contract with the aforesaid contractors at any tier, who undertakes to perform a part of the design phase services or construction phase Work at the site for which the CM@Risk is responsible. Subcontractors will be selected through the Subcontractor bid process described in paragraph 2.8 of this agreement.

Subconsultant – A person, firm or corporation having a contract with CM@Risk to furnish services required as its independent professional associated or consultant with respect to the Project.

Substantial Completion – When the Work, or when an agreed upon portion of the Work, is sufficiently complete so that the City can occupy and use the Project or a portion thereof of its intended purposes. This may include, but is not limited to: (a) approval by City Fire Marshall and local authorities (Certificate of Occupancy); (B) elevator permit; (c) all systems in place, functional, and displayed to the City or its representative; (d) all materials and equipment installed; (e) all systems reviewed and accepted by the City; (f) draft O&M manuals and record documents reviewed and accepted by the City; (g) City operation and maintenance training

completed; (h) HVAC test and balance completed [provide minimum 30 days prior to projected substantial completion]; (i) landscaping and site work; and (j) final cleaning.

Supplier – A manufacturer, fabricator, supplier, distributor, materialman or vendor having a direct contract with CM@Risk or with any Subcontractor to furnish materials or equipment to be incorporated in the construction phase Work by CM@Risk or any Subcontractor.

Total Float – Number of Days by which the design phase services on construction phase Work or any part of the same may be delayed without necessarily extending a pertinent schedule milestone in the Project Schedule.

Work – The entire completed construction or the various separately identifiable parts thereof, required to be furnished during the construction phase. Work includes and is the result of performing or furnishing labor and furnishing and incorporating materials, resources and equipment into the construction, and performing or furnishing services and documents as required by the Contract Documents for the construction phase.

Written Amendment – A written modification to the Contract Documents, signed by the City and CM@Risk on or after the Effective Date of this Agreement and normally dealing with the non-engineering or non-technical rather than strictly construction-related aspects of the Contract Documents.

ARTICLE 2 – BASIC DESIGN PHASE SERVICES

2.1 GENERAL

2.1.1 The CM@Risk, to further the interests of the City, will perform the services required by, and in accordance with this Contract, to the Satisfaction of the City Engineer, exercising the degree of care, skill and judgment a professional construction manager performing similar services in Glendale, Arizona would exercise at such time, under similar conditions. The CM@Risk will, at all times, perform the required services consistent with sound and generally accepted construction management and construction contracting practices. The services provided under this Agreement will not alter any real property owned by the City.

2.1.2 Program Evaluation: As a participating member of the Project Team, the CM@Risk will provide to the City and Design Professional a written evaluation of the City's Project Program and Project Budget, each in terms of the other, with recommendations as to the appropriateness of each.

2.1.3 Project Meetings: The CM@Risk will attend Project Team meetings which may include, but are not limited to, monthly Project management meetings, Project workshops, special Project meetings, Contract Documents rolling reviews and partnering sessions.

2.1.4 The CM@Risk will provide design phase services, described herein, in a proactive manner and consistent with the intent of the most current Drawings and Specifications. The CM@Risk will promptly notify the City in writing whenever the CM@Risk determines that any Drawings or Specifications are inappropriate for the Project and/or cause changes in the Scope of Work requiring an adjustment in the cost estimate, Project Schedule, GMP Proposal and/or in the Contract Time for the Work, to the extent such are established.

2.1.5 The CM@Risk, when requested by the City, will attend, make presentations and participate as may be appropriate in public agency and or community meetings, germane to the Project. The CM@Risk will provide drawings, schedule diagrams, budget charts and other materials describing the Project, when their use is required or apropos in any such public agency meetings.

2.2 CONSTRUCTION MANAGEMENT PLAN

2.2.1 The CM@Risk will prepare a Construction Management Plan (CMP), which will detail but not necessarily be limited to the CM@Risk's determinations concerning: (a) Project milestone dates and the Project Schedule, including the broad sequencing of the design and construction of the Project, (b)

investigations, if any, to be undertaken to ascertain subsurface conditions and physical conditions of existing surface and subsurface facilities and underground utilities, (c) alternate strategies for fast tracking and/or phasing the construction, (d) the number of separate subagreements to be awarded to Subcontractors and Suppliers for the Project construction, (e) permitting strategy, (f) safety and training programs, (g) construction quality control, (h) a commissioning program, (i) the cost estimate and basis of the model, and (j) a matrix summarizing each Project Team member's responsibilities and roles.

2.2.2 The CM@Risk will add detail to its previous version of the CMP to keep it current throughout the design phase, so that the CMP is ready for implementation at the start of the construction phase. The update/revisions may take into account (a) revisions in Drawings and Specifications; (b) the CM@Risk's examination of the results of any additional investigatory reports of subsurface conditions, drawings of physical conditions of existing surface and subsurface facilities and documents depicting underground utilities placement and physical condition, whether obtained by the City, Design Professional or the CM@Risk, (c) unresolved permitting issues, and significant issues, if any, pertaining to the acquisition of land and right of way, (d) the fast-tracking if any of the construction, or other chosen construction delivery methods, (e) a requisite number of separate bidding documents to be advertised, (f) the statues of the procurement of long-lead time equipment (if any) and/or materials, and (g) funding issues identified by the City.

2.3 PROJECT SCHEDULE

2.3.1 The fundamental purpose of the "Project Schedule" is to identify, coordinate and record the tasks and activities to be performed by all the Project Team members and then for the Project Team to utilized the Deliverable as a basis for managing and monitoring all member's compliance with the schedule requirements of the Project. Each Project Team member is responsible for its compliance with the Project Schedule requirements. The CM@Risk will, however, develop and maintain the "Project Schedule" on behalf of and to be used by the Project Team based on input from the other Project Team members. The Project Schedule will be consistent with the most revised/updated CMP. The Project Schedule will use the Critical Path Method (CPM) technique, unless required otherwise, in writing by the City. The CM@Risk will use scheduling software to develop the Project Schedule that is acceptable by the City. The Project Schedule shall be presented in graphical and tabular reports as agreed upon by the Project Team. If Project phasing as described below is required, the Project Schedule will indicated milestone dates for phases once determined. The Project Schedule's activities will directly correlate with the Schedule of Values specified in paragraph 2.6.

2.3.2 The CM@Risk will include and integrate in the Project Schedule the services and activities required of the City, Design Professional and CM@Risk including all construction phase activities. The Project Schedule will detail activities to the extent required to show (a) the coordination between conceptual design and various design phase documents, (b) separate long-lead procurements, if any, (c) permitting issues, (d) land and right-of-way acquisition, if any, (e) bid packaging strategy and awards to Subcontractors and Suppliers, (f) major stages of construction, (g) start-up and commissioning, and (h) occupancy of the completed Work by the City. The Project Schedule will include by example and not limitation, proposed activity sequences and durations for design, Project Team, preparation and procession of shop drawings and samples, delivery of materials or equipment requiring long-lead time procurement (if any), milestone dates for various construction phases, total float for all activities, relationships between activities, City's occupancy requirements showing portions of the Project having occupancy priority, and proposed dates for Substantial Completion and when the Work would be ready for final acceptance.

2.3.3 The Project Schedule will be updated and maintained by the CM@Risk throughout the design phase such that it will not require major changes at the start of the construction phase to incorporate the CM@Risk's plan for the performance of the construction phase Work. The CM@Risk will provide updates and/or revisions to the Project Schedule for use by the Project Team, whenever required, but not less often than at the monthly Project Team meetings. The CM@Risk will include with such submittals a narrative describing its analysis of the progress achieved to-date vs. the planned, any concerns regarding delays or potential delays, and any recommendations regarding mitigating actions.

2.3.4 Project Phasing: If phased construction is deemed appropriate and the City and Design Professional approve, the CM@Risk will review the design and make recommendations regarding the phased issuance of Construction Documents to facilitate phased construction of the Work, with the objective of reducing the Project Schedule and/or Cost of the Work. The CM@Risk will take into consideration such factors as natural and practical lines of work severability, sequencing effectiveness, access and availability constraints, total time for completion, construction market conditions, labor and materials availability, and any other factors pertinent to saving time and cost.

2.4 DESIGN DOCUMENT REVIEWS

2.4.1 The CM@Risk will evaluate periodically the availability of labor, materials/equipment, building systems, cost-sensitive aspects of the design; and other factors that may impact the cost estimate, GMP Proposals and/or the Project Schedule.

2.4.2 The CM@Risk will identify, in conjunction with the Project Team, those additional surface and subsurface investigations that are required to provide the necessary information for the CM@Risk to construct the Project. After completion of design phase services, the CM@Risk may provide additional investigation to improve the adequacy and completeness of the site condition information and data made available with the Construction Documents. The CM@Risk may be responsible for the time and cost required to obtain such additional investigations, except if otherwise provided by specific Additional Services.

2.4.3 The CM@Risk will meet with the Project Team as required to review designs during their development. The CM@Risk will thoroughly familiarize itself with the evolving documents through the various design phases. The CM@Risk will proactively advise the Project Team and make recommendations on factors related to construction costs, and concerns pertaining to the feasibility and practicality of any proposed means and methods, selected materials, equipment and building systems, and labor and material availability. The CM@Risk will furthermore advise the Project Team of proposed site improvements, excavation and foundation considerations, as well as, concerns that exist with respect to coordination of the Drawings and Specifications. The CM@Risk will recommend cost effective alternatives.

2.4.4 The CM@Risk will routinely conduct constructability and biddability reviews of the Drawings and Specifications as necessary to satisfy the needs of the Project Team. The reviews will attempt to identify all discrepancies and inconsistencies in the Construction Documents especially those related to clarity, consistency, and coordination of Work of Subcontractors and Suppliers.

2.4.4.1 Constructability Reviews: The CM@Risk will evaluate whether (a) the Drawings and Specifications are configured to enable efficient construction, (b) design elements are standardized, (c) construction efficiency is properly considered in the Drawings and Specifications, (d) module/preassembly design are prepared to facilitate fabrication, transport and installation, (e) the design promotes accessibility of personnel, material and equipment and facilitates construction under adverse weather conditions, (f) sequences of Work required by or inferable from the Drawings and Specifications are practicable, and (g) the design has taken into consideration, efficiency issues concerning; access and entrance to the site, laydown and storage of materials, staging of site facilities, construction parking, and other similar pertinent issues.

2.4.4.2 Biddability Reviews: The CM@Risk will check cross-references and complementary Drawings and sections within the Specifications, and in general evaluate whether (a) the Drawings and Specifications are sufficiently clear and detailed to minimize ambiguity and to reduce scope interpretation discrepancies, (b) named materials and equipment are commercially available and are performing well or otherwise, in similar installations, (c) the design provides as-built data, (d) Specifications included alternatives in the event a requirement cannot be met in the field, (e) and the Project is likely to be subject to differing site conditions considering the data on subsurface conditions, physical conditions of existing surface and subsurface facilities and physical conditions of underground utilities made available by the design or resulting from conditions inherent to work similar to the Work.

2.4.4.3 The results of the reviews will be provided to the City in formal, written reports clearly identifying all discovered discrepancies and inconsistencies in the Drawings and Specifications with notations and recommendations made on the Drawings, Specifications and other documents. If requested by the City, the CM@Risk will meet with the City and Design Professional to discuss and review reports.

2.4.4.4 The CM@Risk's reviews will be from a contractor's perspective, and though it will serve to reduce the numbers of Requests for Information (RFIs) and changes during the construction phase, responsibility for the Drawings and Specifications will remain with the Design Professional and not the CM@Risk.

2.4.5 Notification of Variance or Deficiency: It is the CM@Risk responsibility to assist the Design Professional in ascertaining the Construction Documents are in accordance with applicable laws, statutes, ordinances, building codes, rules and regulations. If the CM@Risk recognizes that portions of the Construction Documents are at variance with applicable laws, statutes, ordinances, building codes, rules and regulations it will promptly notify the Design Professional and City in writing, describing the apparent variance or deficiency.

2.4.6 Alternate Systems Evaluations: The Project Team will routinely identify and evaluate using value engineering principles any alternate systems, approaches, design changes that have the potential to reduce Project costs while still delivering a quality and functional product. If the Project Team agrees, the CM@Risk in cooperation with the Design Professional will perform a cost/benefit analysis of the alternative and submit such in writing to the Project Team. The Project Team will decide which alternatives will be incorporated into the Project. The Design Professional will have full responsibility for the incorporation of the alternatives into the Drawings and Specifications. The CM@Risk will include the cost of the alternatives into the cost estimate and any GMP proposals.

2.5 THIS SECTION NOT USED

2.6 COST ESTIMATES

2.6.1 Within 14 days after receipt of the documents for the various phases of design, the CM@Risk shall provide a detailed cost estimate and a written review of the documents. The Design Professional and CM@Risk shall reconcile any disagreements on the estimate to arrive at an agreed cost. If no consensus is reached; the City will make the final determination.

2.6.2 If any estimate submitted to the City exceeds previously accepted estimates or the City's Project Budget, the CM@Risk shall make appropriate recommendations on methods and mater5ials to the City and Design Professional that he believes will bring the project back into the Project budget.

2.6.3 In between these milestone estimates, the CM@Risk shall periodically provide a tracking report which identifies the upward or downward movements of costs due to value engineering or scope changes. It shall be the responsibility of the CM@Risk to keep the City and Design Professional informed as to the major trend changes in costs relative to the City's budget.

2.6.4 If requested by the City, the CM@Risk shall prepare a preliminary "cash flow" projection based upon historical resources of similar type projects to assist the City in the financing process.

2.7 GUARANTEED MAXIMUM PRICE (GMP) PROPOSALS

2.7.1 The proposed GMP for the entire Work (or portions thereof) will be presented in a format acceptable to the City. The City may request a GMP Proposal for all or any portion of the Project and at any time during the design phase. Any GMP Proposal submitted by the CM@Risk will be based on and consistent with the current update/revised cost estimate at the time of the request, the associated estimates for construction costs and include any clarifications or assumptions upon which the GMP Proposal(s) are based.

2.7.2 GMP Proposals for the entire Project will be the sum of the maximum Cost of the Work, and include the CM@Risk's Construction Fee, General Conditions Fee, and Contractor's Contingency. The CM@Risk

guarantees to complete the Project at or less than the final approved GMP Proposal Amount (i.e. the Contract Amount for the construction phase contract) and agrees that it will be solely responsible for any difference between the actual Cost of Work and that amount.

2.7.3 The CM@Risk, in preparing any GMP Proposal, will obtain from the Design Professional, three sets of signed, sealed, and dated plans and specifications (including all addenda). The CM@Risk will prepare it GMP Proposal in accordance with the City's request for GMP Proposal requirements based on the most current completed plans and specifications at that time. The CM@Risk will mark the face of each document of each set upon which its proposed GMP is based. The CM@Risk will send one set of those documents to the City's Project Manager, keep one set and return the third set to the Design Professional.

2.7.4 An updated/revised Project Schedule will be included with any GMP Proposal(s) that reflects the scope of Work shown in the current set of design documents upon which the GMP Proposal(s) is based. Any such Project Schedule updates/revisions will continue to comply with the requirements of paragraph 2.3.

2.7.5 In the event the CM@Risk elects, at its sole discretion, to maintain a Contractor's Contingency allowance within the GMP, the criteria for development of that allowance must be acceptable to the City. In addition, the terms and conditions regarding use of that allowance during the construction phase will be established by the City and reflected in the contract for that phase of the Project.

2.7.6 If the construction contract is negotiated as a not-to-exceed amount, all GMP savings resulting from a lower actual project cost than anticipated by the CM@Risk, will revert to the City.

2.7.7 GMP PROPOSAL(S) REVIEW AND APPROVAL

2.7.7.1 The CM@Risk will meet with the City and Design Professional to review any GMP Proposal(s) and the written statement of its basis. In the event the City or Design Professional discovers inconsistencies or inaccuracies in the information presented the CM@Risk will make adjustments as necessary to the GMP Proposal, its basis or both.

2.7.7.2 The City, upon receipt of any GMP proposal from the CM@Risk, may submit the same documents that were used by the CM@Risk in developing his GMP to an independent third party or to the Design Professional for review and verification. The third party or Design Professional will develop an independent estimate of the Cost of Work and review the Project Schedule for the associated scope of the GMP Proposal.

2.7.7.3 If the CM@Risk GMP Proposal is greater than the independent third party or Design Professional's estimate, the City may require the CM@Risk to reconfirm its GMP Proposal. The CM@Risk will accept the independent third party's or Design Professional's estimate for the Cost of Work as part of his GMP or present a report within seven days of a written request to the City identifying, explaining and substantiating the differences. The CM@Risk may be requested or at its own discretion submit a revised GMP Proposal for consideration to the City. At that time the City may do one of the following.

(a) Accept the CM@Risk original or revised GMP Proposal, if within the City's budget, without comment.

(b) Accept the CM@Risk original or revised GMP Proposal that exceeds the City's budget, and indicate in writing to the CM@Risk that the Project Budget has been increased to fund the differences.

(c) Reject the CM@Risk's original or revised GMP Proposal because it exceeds the City's budget, the independent third party's or Design Professional's estimate, in which event, the City may terminate this Contract and/or elect to not enter into a separate contract with the CM@Risk for the construction phase associated with the scope of Work reflected in the GMP Proposal.

to observe and witness the process. The CM@Risk will resolve any Subcontractor bid withdrawal, protest or disqualification in connection with the award at no increase in the Cost of the Work.

2.8.3.6 Within fifteen days after Subcontractor bid opening, the CM@Risk will prepare a list of recommended Subcontractors for each category of work, for the City's review and approval. The list will detail (a) for each subagreement, the amount of the Subcontractor bid and the corresponding Subcontractor, (b) the sum of Subcontractor bids received for all intended subagreements, (c) trade work and its cost that the CM@Risk intends to self-perform, if any.

2.8.4 Upon City approval of all Subcontractors, the CM@Risk shall submit a summary report to the City of the selection process. The report will indicate the Subcontractors contacted to determine interest, the Subcontractors solicited, the bids received/costs negotiated, and the recommended Subcontractors for each category of work.

2.8.5 The approved Subcontractors will provide a schedule of values with their bid proposals, which will be used to create the overall project schedule of values.

2.8.6 If after receipt of Sub-Bids or after award of Subcontractors, the City objects to any nominated Subcontractor or to any self-performed Work for good reason, the CM@Risk will nominate a substitute Subcontractor or Supplier, preferably if such option is still available, for those who submitted Subcontractor bids for the Work affected. Once such substitute Subcontractors and Suppliers are consented to by the City the CM@Risk's proposed GMP for the work or portion thereof will be correspondingly adjusted to reflect any higher or lower costs from any such substitution.

2.8.7 Promptly after receipt of the Notice of Intent to Award, the City will conduct a pre-award conference with the CM@Risk and other Project Team members. At the pre-award conference the CM@Risk will (a) review the nominated slate of Subcontractors and Suppliers and discuss any concerns with or objections that the City has to any nominated Subcontractor or Supplier; (b) discuss City concerns relating to any proposed self-performed Work; (c) review the CM@Risk's-proposed Contract Price for the work during the construction phase; (d) discuss the conditions, if any, under which the City will agree to leave any portion of the remaining Contractor's Contingency within the Contract Price for the construction phase Work; (e) resolve possible time frames for the Date of Commencement of the Contract time for the construction phase of the Work, (f) schedule the pre-construction conference; and (g) discuss other matters of import.

ARTICLE 3 – PERIOD OF SERVICES

3.1 The design phase services described in this Contract will be performed by the CM@Risk in accordance with the most current updated/revised Project Schedule. Failure on the part of the CM@Risk to adhere to the Project Schedule requirements for activities for which it is responsible will be sufficient grounds for termination of the Contract by the City.

3.2 If the date of performance of any obligation or the last day of any time period provided for herein should fall on a Saturday, Sunday, or holiday for the City, then said obligation will be due and owing, and said time period will expire, on the first day thereafter which is not a Saturday, Sunday or legal City holiday. Except as may otherwise be set forth herein, any performance provided for herein will be timely made if completed no later than 5:00 p.m. (Arizona time) on the day of performance.

ARTICLE 4 – CONTRACT AMOUNT AND PAYMENTS

4.1 CONTRACT AMOUNT

4.1.1 Based on the design phase services fee proposal submitted by the CM@Risk and accepted by the City (which by reference is made a part of this Contract): the City will pay the CM@Risk a fee not to exceed $3,493,985 dollars as follows:

For the basic services described in Article 2, the CM@Risk

shall receive a fee not to exceed: $275,824

Additional Services and allowances, as described in subsection 4.3:

(SERVICES) $3,218,161

Total Contract Amount, not to exceed $3,493,985

4.2 PAYMENTS

4.2.1 Requests for monthly payments by the CM@Risk for design phase services will be submitted on the City's "Progress Payment Request" form and will be accompanied by a progress report, detailed invoices and receipts, if applicable. Any requests for payment will include, as a minimum, a narrative description of tasks accomplished during the billing period, a listing of any Deliverables submitted, and copies of any Subconsultants' requests for payment, plus similar narrative and listings of Deliverables associated with their Work. Payment for services negotiated as a lump sum shall be made in accordance with the percentage of work completed during the preceding month. Services negotiated as a not-to-exceed fee will be paid in accordance with the work effort expended on that service in the preceding month.

4.2.2 The fees for the CM@Risk and any Subconsultants will be based upon the hourly rate schedule included as Exhibit B attached.

4.2.3 The CM@Risk will pay all sums due Subconsultants for services and reimbursable expenses within 14 calendar days after the CM@Risk has received payment for those services from the City. In no event will the City pay more than 90 percent of the Contract Amount until final acceptance of all the design phase services, and award of the final approved GMP for the entire Project by City Council.

4.2.4 The CM@Risk agrees that no charges or claims for costs or damages of any type will be made by it for any delays or hindrances beyond the reasonable control of the City during the progress of any portion of the services specified in this Agreement. Such delays or hindrances, if any, will be solely compensated for by an extension of time for such reasonable period as may be mutually agreed between the parties. It is understood and agreed, however, that permitting the CM@Risk to proceed to complete any services, in whole or in part after the date to which the time of completion may been extended, will in no way act as a waiver on the part of the City of any of its legal rights herein.

4.2.5 No compensation to the CM@Risk will be allowed contrary to Article I, Chapter I, Title 34 of the Arizona Revised Statues.

4.2.6 If any service(s) executed by the CM@Risk is abandoned or suspended in whole or in part, for a period of more than 180 days through no fault of the CM@Risk, the CM@Risk is to be paid for the services performed prior to the abandonment or suspension.

4.3 ADDITIONAL DESIGN PHASE SERVICES

4.3.1 The following Additional Services will be required for the successful completion of the Project. Mark-ups are not authorized and only the reimbursables specifically identified below will be reimbursed as authorized herein:

4.3.1.1 If not available within the CM@Risk's staff, CM@Risk will secure services of a qualified individual or firm to provide design plan and specifications review as required. The CM@Risk will forward invoices from the individual or firm to the City for payment of costs. The cost of such services will not exceed $0 without further written approval of the City.

4.3.1.2 If approved by the City, CM@Risk will secure the services of a qualified cost estimating person or firm to provide cost estimating services required under this agreement. The CM@Risk will forward copies

of the invoices from the cost estimator to the City with the CM@Risk's payment request. The cost for such services will not exceed $0 without further approval of the City.

4.3.1.3 If approved by the City, the CM@Risk will provide services related to evaluations of and recommendations for long-lead time procurements in order to meet the Project Schedule requirements. The cost for such services will not exceed $0 without further approval of the City.

4.3.1.4 When authorized by the City, the CM@Risk will be entitled to reimbursement at cost of design phase services related expenses incurred for the following items:

(a) Reasonable charges for air transportation (not to exceed standard coach rates), ground travel (for automobile rental, taxi, parking, etc, not to exceed $50 per day), and authorized expenses while traveling (not to exceed the corporate rate at major business hotels in the area and a per diem for meal and miscellaneous business expense of $45) shall be reimbursable. The CM@Risk shall provide detailed receipts for all reimbursable charges. This allowance would apply if there was a project need visit Process Equipment Manufacturers during the design phase. Travel expenses shall not exceed $3,000 without further approval by the City.

(b) Long-distance telephone and long-distance facsimile costs incurred on behalf of the Project will be reimbursed. These costs will not exceed $0 without further approval of the City.

(c) Non-overhead printing expenses incurred including the printing of Construction Documents for bidding, courier services or other Project-related services that may be requested by the City. The cost of such service will not exceed $5,000 without further approval by the City.

(d) Bid Package No. 1 Process Equipment Procurement Allowance (1. Headworks, 2. Odor Control & 3. Disk Filter Systems). These costs will not exceed $3,043,402 without further approval of the City.

(e) Potholing & dewatering for site Investigative potholing to verify the locations of existing underground utilities to facilitate routing locations for the new underground odor control ductwork and yard piping and dewatering of the headworks facility and splitter box No. 1 to do a visual inspection of the submerged areas. These costs will not exceed $15,000 without further approval of the City.

(f) Fiber Optic Ductbank Allowance. These costs will not exceed $96,759 without further approval of the City.

(g) Design phase services for the modernization of the electrical, instrumentation & controls systems including meetings, cost estimating, MOPO assessments, document reviews, bid packages and site investigation & potholing of existing conditions. These costs will not exceed $50,000 without further approval of the City.

(h) Laser scan as-built the existing above grade & non-submerged conditions at the headworks and odor control facilities (1 day). These costs will not exceed $5,000 without further approval of the City.

(i) Permitting Fees are excluded. These costs will not exceed $0 without further approval of the City.

ARTICLE 5 – CITY'S RESPONSIBILITIES

5.1 The City, at no cost to the CM@Risk, will furnish the following information:

5.1.1 One copy of data the City determines pertinent to the work. However, the CM@Risk will be responsible for searching the records and requesting information it deems reasonably required for the Project.

5.1.2 All available data and information pertaining to relevant policies, standards, criteria, studies, etc.

5.1.3 The name of the City employee or City's representative who will serve as Project Manager during the term of this Agreement. The Project Manager has the authority to administer this Contract and will monitor the CM@Risk's compliance with all terms and conditions stated herein. All requests for information from or decisions by the city on any aspect of the work or Deliverables will be directed to the Project Manager.

5.2 The City additionally will:

5.2.1 Contract separately with one or more design professionals to provide architectural and/or engineering design services for the Project. The scope of services for the Design Professional will be provided to the CM@Risk for its information. The CM@Risk will have no right, to limit or restrict any changes of such services that are otherwise mutually acceptable to the City and Design Professional.

5.2.2 Supply, without charge, all necessary copies of programs, reports, drawings, and specifications reasonably required by the CM@Risk except for those copies whose cost has been reimbursed by the City.

5.2.3 Provide the CM@Risk with adequate information in its possession or control regarding the City's requirements for the Project.

5.2.4 Give prompt written notice to the CM@Risk when the City becomes aware of any default or defect in the Project or non-conformance with the Drawings and Specifications.

5.2.5 Notify the CM@Risk of changes affecting the budget allocations.

5.3 The City's Project Manager, will have authority to approve the Project Budget and Project Schedule, and render decisions and furnish information the Project Manager deems appropriate to the CM@Risk.

ARTICLE 6 – CONTRACT ADDITIONS

6.1 PROJECTS DOCUMENTS AND COPYRIGHTS

6.1.1 City Ownership of Project Documents: All work products (electronically or manually generated) including but not limited to: cost estimates, studies, design analyses, original mylar drawings, Computer Aided Drafting and Design (CADD) file diskettes, and other related documents which are prepared in the performance of this Agreement (collectively referred to as Project Documents) are to be and remain the property of the City and are to be delivered to the Project Manager before the final payment is made to the CM@Risk. Nonetheless, in the event these Project Documents are altered, modified or adapted without the written consent of the CM@Risk, which consent the CM@Risk will not unreasonably withhold, the City agrees to hold the CM@Risk harmless to the extent permitted by law, from the legal liability arising out of or resulting from the City's alteration, modification or adaptation of the Project Documents.

6.1.2 CM@Risk to Retain Copyrights: The copyrights, patents, trade secretes or other intellectual property rights associated with the ideas, concepts, technique's, inventions, processes or works of authorship developed or created by the CM@Risk, its subconsultants or personnel, during the course of performing this Agreement or arising out of the Project will belong to the CM@Risk.

6.1.3 License to City for Reasonable Use: The CM@Risk hereby grants, and will require its Subconsultants to grant, a license to the City, its agents, employees, and representatives for an indefinite period of time to reasonably use, make copies, and distribute as approprate the Project Documents, works or Deliverables developed or created for the Project and this Contract. This license will also include the

making of derivative works. In the event that the derivative works require the City to alter or modify the Project Documents, then paragraph 6.1.1 applies.

6.1.4 Documents to Bear Seal: When applicable and required by state law, the CM@Risk and its Subconsultants will endorse by an Arizona professional seal all plans, works and Deliverables prepared by them for this Contract.

6.2 COMPLETENESS AND ACCURACY OF CM@RISK'S WORK

6.2.1 The CM@Risk will be responsible for the completeness and accuracy of its reviews, reports, supporting data, and other design phase Deliverables prepared or compiled pursuant to its obligations under this Contract and will at its sole own expense correct its work or Deliverables. The fact that the City has accepted or approved the CM@Risk's work or Deliverables will in no way relieve the CM@Risk of any of its responsibilities under the contract, nor does this requirement to correct the work or Deliverable constitute a waiver of any claims or damages otherwise available by law to Contract to the City.

6.3 ALTERATION IN CHARACTER OF WORK

6.3.1 In the event an alteration or modification in the character of work of Deliverable results in a substantial change in this Contract, thereby materially increasing or decreasing the scope of services, cost of performance, or Project Schedule, the work or Deliverable will nonetheless be performed as directed by the City. However, before any altered or modified work begins, a Change Order or Amendment will be approved and executed by the City and the CM@Risk. Such Change Order or Amendment will not be effective until approved bye the City. Additions to, modifications, or deletions from the Project provided herein may be made, and the compensation to be paid to the CM@Risk may accordingly be adjusted by mutual agreement of the contracting parties. No claim for extra work done or materials furnished by the CM@Risk will be allowed by the City except as provided herein, nor will the CM@Risk do any work or furnish any material(s) not covered by Contract unless such work or material is first authorized in writing. Work or material(s) furnished by the CM@Risk without such prior written authorization will be the CM@Risk's sole jeopardy, cost and expense, and the CM@Risk hereby agrees that without prior written authorization no claim for compensation for such work or materials furnished will be made.

6.4 DATA CONFIDENTIALITY

6.4.1 As used in the Contract, data means all information, whether written or verbal, including plans, photographs, studies, investigations, audits, analyses, samples, reports, calculations, internal memos, meeting minutes, data field notes, work product, proposals, correspondence and any other similar documents or information prepared by or obtained by the CM@Risk in the performance of this contract.

6.4.2 The parties agree that all data, including original, images, and reproductions, prepared by, obtained by, or transmitted to the CM@Risk in connection with the CM@Risk's performance of this Contract is confidential and proprietary information belonging to the City.

6.4.3 The CM@Risk will not divulge data to any third party without prior written consent of the City. The CM@Risk will not use the data for any purposes except to perform the services required under this Contract. These prohibitions will not apply to the following data provided the CM@Risk has first given the required notice to the City:

6.4.3.1 Data which was known to the CM@Risk prior to its performance under this contract unless such data was acquired in connection with work performed for the City;

6.4.3.2 Data which was acquired by the CM@Risk in its performance under this Contract and which was disclosed to the CM@Risk by a third party, who to the best of the CM@Risk's knowledge and belief, had the legal right to make such disclosure and the CM@Risk is not otherwise required to hold such data in confidence; or

6.4.3.3 Data, which is required to be disclosed by the CM@Risk by virtue of law, regulation, or court.

6.4.4 In the event the CM@Risk is required or requested to disclose data to a third party, or any other information to which the CM@Risk became privy as a result of any other with the City, the CM@Risk will first notify the City as set forth in this article of the request or demand for data. The CM@Risk will timely give the City sufficient facts, such that the City can have a meaningful opportunity to either first give its consent or take such action that the City may deem approprate to protect such data or other information from disclosure.

6.4.5 The CM@Risk, unless prohibited by law, within ten calendar days after completion of services for a third party on real or personal property owned or leased by the City, will promptly deliver, as set forth in this section, a copy of all data to the City. All data will continue to be subject to the confidentiality agreements of this Contract.

6.4.6 The CM@Risk assumes all liability for maintaining the confidentiality of the data in its possession and agrees to compensate the City if any of the provisions of this section are violated by the CM@Risk, its employees, agents or Subconsultants. Solely for the purposes of seeking injunctive relief, it is agreed that a breach of this section will be deemed to cause irreparable harm that justifies injunctive relief in court.

6.5 PROJECT STAFFING

6.5.1 Prior to the start of any work or Deliverable under this Contract, the CM@Risk will submit to the City, an organization chart for the CM@Risk staff and Subconsultants and detailed resumes of key personnel listed in its response to the City's Request for Qualifications or subsequent fee proposals (or revisions thereto), that will be involved in performing the services prescribed in the Contract. Unless, otherwise informed, the city hereby acknowledges its acceptance of such personnel to perform such services under this Contract. In the event the CM@Risk desires to change such key personnel from performing such services under this Contract, the CM@Risk will submit the qualification of the proposed substituted personnel to the City for prior approval. Key personnel will include, but are not limited to, principal-in-charge, project manager, superintendent, project director or those persons specifically identified to perform services of cost estimating, scheduling, value engineering, and procurement planning.

6.5.2 The CM@Risk will maintain an adequate number of competent and qualified persons, as determined by the City, to ensure acceptable and timely completion of the scope of services described in this Contract throughout the period of those services. If the City objects, with reasonable cause, to any of the CM@Risk's staff, the CM@Risk will take prompt corrective action acceptable to the City and, if required, remove such personnel from the Project and replace with new personnel acceptable to the City.

6.6 INDEPENDENT CONTRACTOR

6.6.1 The CM@Risk is and will be an independent contractor and whatever measure of control the City exercises over the work or Deliverable pursuant to the Contract will be as to the results of the work only. No provision in this Contract will give or be construed to give the City the right to direct the CM@Risk as to the details of accomplishing the work or Deliverable. These results will comply with all applicable laws and ordinance.

6.7 SUBCONSULTANTS

6.7.1 Prior to the beginning the work or Deliverable, the CM@Risk will furnish the City for approval, the names of all Subconsultants to be used on this Project. Subsequent changes are subject to the approval of the City.

6.8 TERMINATION

6.8.1 The City and the CM@Risk hereby agree to full performance of the covenants contained herein, except the City reserves the right, at its discretion and without cause, to terminate or abandon any or all services provided for in this Contract, or abandon any portion of the Project for which services have been performed by the CM@Risk.

6.8.2 In the event the City abandons any or all of the services or any part of the services as herein provided, the City will so notify the CM@Risk in writing, and the CM@Risk will immediately after receiving such notice is to discontinue advancing the Work specified under this Contract and mitigate the expenditure, if any, of costs resulting from such abandonment of termination.

6.8.3 The CM@Risk, upon such termination or abandonment, will promptly deliver to the City all reports, estimates and other work or Deliverable entirely or partially complete, together with all unused materials supplied by the City.

6.8.4 The CM@Risk will appraise the work completed and submit an appraisal to the City for evaluation. The City will have the right to inspect the CM@Risk's work or Deliverable to appraise the work completed.

6.8.5 The CM@Risk will receive compensation in full for services satisfactorily performed to the date of such termination. The fee will be paid in accordance with Article 4 of this Contract, and will be an amount mutually agreed upon by the CM@Risk and the City. If there is no mutual agreement, the final determination will be made in accordance with paragraph 6.9, "Disputes". However, in no event will the fee exceed that set forth in Article 4 or as amended in accordance with paragraph 6.3, "Alteration in Character of Work". The City will make the final payment within sixty days after the CM@Risk has delivered the last of the partially or otherwise completed work items and the final fee has been agreed upon.

6.9 DISPUTES

6.9.1 In any unresolved dispute arising out of an interpretation of this Contract or the duties required therein, the final determination at the administrative level will be made by the City Engineer.

6.10 WITHHOLDING PAYMENT

6.10.1 The City reserves the right to withhold funds from the City's progress payments up to the amount equal to the claims the City may have against the CM@Risk, until such time that a settlement on those claims has been reached.

6.11 RECORDS/AUDIT

6.11.1 Records of the CM@Risk's direct personnel payroll, reimbursable expenses pertaining to this Project and records of accounts between the City and CM@Risk will be kept on a generally recognized accounting basis. The City, its authorized representative, and/or the appropriate federal agency, reserve the right to audit the CM@Risk's records to verify the accuracy and appropriateness of all pricing data, including data used to negotiate this Contract and any Change Orders. The City reserves the right to decrease Contract Amount and/or payments made on this Contract if, upon audits of the CM@Risk's records, the audit discloses the CM@Risk has provided false, misleading or inaccurate cost and pricing data.

6.11.2 The CM@Risk will include a provision similar to paragraph 6.11.1 in all of its agreements with Subconsultants, Subcontractors, and Suppliers providing services under this Contract to ensure the City, its authorized representative, and/or the appropriate federal agency, has access to the Subconsultants', Subcontractors' and Suppliers' records to verify the accuracy of cost and pricing data. The City reserves the right to decrease Contract Amount and/or payments made on this Contract if the above provision is not included in Subconsultants, Subcontractor, and Supplier contracts, and one or more of those parties do not allow the City to audit their records to verify the accuracy and appropriateness of pricing data.

6.12 INDEMNIFICATION

6.12.1 The CM@Risk agrees to indemnify and save harmless the City of Glendale, its officers, agents and employees, and any jurisdiction or agency issuing permits for any work included in the Project, their officers, agents and employees, herein after individually and collectively referred to as "indemnitee", from all suits and claims, including attorney's fees and cost of litigation, actions, losses, damage, expenses, costs or claims of any character or any nature arising out of the work or Deliverable done in fulfilling the terms of this Contract, or on account of any act, claim or amount arising out of or recovered under Workmen's Compensation Law, or arising out of the failure of the CM@Risk to conform to any statutes, ordinances, regulation, law or court decree. It is agreed that the CM@Risk will be responsible for primary loss investigation, defense and judgment costs where this Contract of indemnity applies.

6.13 NOTICES

6.13.1 Unless otherwise provided herein, demands under this Contract will be in writing and will be deemed to have been duly given and received either (a) on the date of service if personally served on the party to whom notice is to be given, or (b) on the third day after the date of the postmark of deposit by first class United States mail, registered or certified, postage prepaid and properly addressed as follows:

To City:	Bill Passmore, P.E., Principal Engineer Glendale City Hall Engineering Department 5850 W. Glendale Ave., Suite 315 Glendale, Arizona 85301-2599
To CM@Risk:	PCL Construction, Inc. Mike McKinney, District Manager 1711 W. Greentree Drive, Suite 201 Tempe, AZ 85284
To Design Professional:	Carollo Engineers, Inc. Chad Meyer, P.E., Associate Vice President 4600 E. Washington Street, Suite 500 Phoenix, AZ 85034
Copy to:	David Beard, P.E., City Engineer Glendale City Hall Engineering Department 5850 W. Glendale Ave., Suite 315 Glendale, Arizona 85301-2599

6.14 THIS SECTION NOT USED

6.15 COMPLIANCE WITH FEDERAL LAWS

6.15.1 The CM@Risk understands and acknowledges the applicability of the Americans With Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989 to it. The CM@Risk agrees to comply with these and all laws in performing this Contract and to permit the City to verify such compliance.

6.16 CONFLICT OF INTEREST

6.16.1 To evaluate and avoid potential conflicts of interest, the CM@Risk will provide written notice to the City, as set forth in this section, of any work or services performed by the CM@Risk for third parties that may involve or be associated with any real property or personal property owned or leased by the City. Such notice will be given seven business days prior to commencement of the Project by the CM@Risk for a third party, or seven business days prior to an adverse action as defined below.
Written notice and disclosure will be sent to:

Project Manager

City of Glendale
5850 W. Glendale Ave.
3rd Floor - Engineering Department
Glendale, Arizona 85301-2599

6.16.2 Actions considered to be adverse to the City under this Contract include but are not limited to:

(a) Using data as defined in the Contract, acquired in connection with this Contract to assist to third party in pursuing administrative or judicial action against the City;

(b) Testifying or providing evidence on behalf of any person in connection with administrative or judicial action against the City;

(c) Using data to produce income for the CM@Risk or its employees independently of performing the services under this Contract, without the prior written consent of the City.

6.16.3 The CM@Risk represents that except for those persons, entities and projects previously identified in writing to the City, the services to be performed by the CM@Risk under this Contract are not expected to create an interest with any person, entity, or third party project that is or may be adverse to the interests of the City.

6.16.4 The CM@Risk's failure to provide a written notice and disclosure of the information as set forth in this section will constitute a material breach of this Contract.

6.17 CONTRACTOR'S LICENSE AND PRIVILEGE LICENSE

6.17.1 Prior to award of the Contract, the CM@Risk must provide to the City's Engineering Department, its Contractor's License Classification and number, its City of Glendale Privilege License number, and its Federal Tax I.D. number.

6.18 SUCCESSOR AND ASSIGNS

6.18.1 The City and the CM@Risk will each bind itself, and their partners, successors, assigns, and legal representatives to the other party to this Contract and to the partners, successors, assigns, and legal representatives of such other party in respect to all covenants of this Contract. Neither the City nor the CM@Risk will assign, sublet, or transfer its interest in this Contract without the written consent of the other. In no event will any contractual relation be created or be construed to be created as between any third party and the City.

6.19 FORCE MAJEURE

6.19 If either party is delayed or prevented from the performance of any service, in whole or part, required under this Contract by reason of acts of God or other cause beyond the control and without fault of that party (financial inability excepted), performance of that act will be excused, but only for the period of the delay. The time for performance of the act will be extended for a period equivalent to the period of delay.

6.20 COVENANT AGAINST CONTINGENT FEES

6.20.1 The CM@Risk warrants that no person has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, and that no member of the City Council, or any employee of the City of Glendale has any interest, financially, or otherwise, in the firm. The City of Glendale will in the event of the breach or violation of this warranty, have the right to annul this Contract without liability, or at its discretion to deduct from the Contract Amount or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

6.21 NON-WAIVER PROVISION

6.21.1 The failure of either party to enforce any of the provisions of this Contract or to require performance by the other party of any of the provisions hereof will not be construed to be a waiver of such provisions, nor will it affect the validity of this Contract or any part thereof, or the right of either party to thereafter enforce each and every provision.

6.22 JURISDICTION

6.22.1 This Contract will be deemed to be made under, and will be construed in accordance with and governed by the laws of the State of Arizona, without regard to the conflicts or choice of law provisions thereof. An action to enforce any provision of this Contract or to obtain any remedy with respect hereto will be brought in the Superior Court, Maricopa County, Arizona, and for this purpose, each party hereby expressly and irrevocably consents to the jurisdiction and venue of such Court.

6.23 SURVIVAL

6.23.1 All warranties, representations and indemnifications by the CM@Risk will survive the completion or termination of this Contract.

6.24 MODIFICATION

6.24.1 No supplement, modification, or amendment of any term of this Contract will be deemed binding or effective unless in writing and signed by the parties hereto and in conformation with provision of this Contract, except as expressly provided herein to the contrary.

6.25 SEVERABILITY

6.25.1 If any provision of this Contract or the application thereof to any person or circumstances will be invalid, illegal or unenforceable to any extent, the remainder of this Contract and the application thereof will not be affected and will be enforceable to the fullest extent permitted by law.

6.26 INTEGRATION

6.26.1 This Contract contains the full agreement of the parties hereto. Any prior or contemporaneous written or oral agreement between the parties regarding the subject matter hereof is merged and superseded hereby.

6.27 TIME IS OF THE ESSENCE

6.27.1 Time of each of the terms, covenants, and conditions of this Contract is hereby expressly made of the essence.

6.28 THIRD PARTY BENEFICIARY

6.28.1 This Contract will not be construed to give any rights or benefits in the Contract to anyone other than the City and the CM@Risk. All duties and responsibilities undertaken pursuant to this Contract will be for the sole and exclusive benefit of the City and the CM@Risk and not for the benefit of any other party.

6.29 COOPERATION AND FURTHER DOCUMENTATION

6.29.1 The CM@Risk agrees to provide the City such other duly executed documents as may be reasonably requested by the City to implement the intent of this Contract.

6.30 CONFLICT IN LANGUAGE

6.30.1 All work or Deliverables performed will conform to all applicable City of Glendale codes, ordinances and requirements as outlined in this Contract. If there is a conflict in interpretation between provisions in this Contract and any Exhibits, the provisions in this Contract will prevail.

6.31 CITY'S RIGHT OF CANCELATION

6.31.1 All parties hereto acknowledge that this Contract is subject to cancellation by the City of Glendale pursuant to the provisions of Section 38-511, Arizona Revised Statutes.

ARTICLE 7 – INSURANCE

The CM@Risk will procure and maintain for the duration of the Contract, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work or Deliverables hereunder by the CM@Risk, its agents, representatives, employees, Subconsultants, Subcontractors, and/or Suppliers. Insurance requirements related to any construction Work done during the design phase or during the construction phase will be defined in a separate contract associated with the construction phase. The CM@Risk will cause all Subcontracts to contain identical terms and conditions to those included in this Article.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants that might arise out of the performance of the work or Deliverables under this Contract by the CM@Risk, its agents, representatives, employees, Subconsultants, Subcontractors, or Suppliers and CM@Risk is free to purchase such additional insurance as it may determine necessary.

7.1 MINIMUM SCOPE AND LIMITS OF INSURANCE

7.1.1 CM@Risk will provide coverage at least as broad and with limits of liability not less than those stated below.

7.1.1.1 Commercial General Liability-Occurrence Form
(Form CG 0001, ed. 10/93 or any replacements thereof)

General Aggregate/per project	$1,000,000
Products-Completed Operations Aggregate	$1,000,000
Personal & Advertising Injury	$1,000,000
Each Occurrence	$1,000,000
Fire Damage	$100,000

7.1.1.2 Automobile Liability-Any Auto or Owned, Hired and Non-Owned Vehicles
(Form CA 0001, ed. 12/93 or any replacement thereof)

Combined Single Limit Per Accident for Bodily Injury and Property Damage	$1,000,000

7.1.1.3 Workers Compensation and Employers Liability

Workers Compensation	Statutory
Employers Liability:	
Each Accident	$500,000
Disease-Policy Limit	$500,000
Disease-Each Employee	$500,000

7.1.2 Self-Insured Retentions Any self-insured retentions and deductibles greater than $10,000 must be declared to and approved by the City.

7.2 OTHER INSURANCE REQUIREMENTS

7.2.1 The Commercial General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions:

7.2.1.1 The City of Glendale is to be named as additional insured's with respect to liability arising out of: activities performed by or on behalf of the CM@Risk, including the City's general supervision of the CM@Risk; products and completed operations of the CM@Risk; and automobiles owned, leased, hired or borrowed by the CM@Risk.

7.2.1.2 The Commercial General Liability Insurance will contained broad form contractual liability coverage and will not exclude liability arising out of the explosion, collapse or under ground hazard ("EXU").

7.2.1.3 The City will be additional an insured to the full limits of liability purchased by the CM@Risk, even if those limits of liability are in excess of those required by this Contract. The Commercial General Liability additional insured endorsement will be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form B CG 20 10 11 85.

7.2.2 The CM@Risk's insurance coverage will be primary insurance with respect to the City. Insurance or self-insurance maintained by the City will be in excess of the CM@Risk 's insurance and will not contribute to it.

7.2.3 The CM@Risk 's insurance will apply separately to each insured against whom claim is made or suit is brought that, except with respect to the limits of the insurer's liability. The coverage provided by the CM@Risk and its Subcontractors will not be limited to the liability assumed under the indemnification provisions of this Agreement.

7.2.4 The policies will contain a waiver of subrogation against the City for losses arising from Work performed for the City.

7.2.5 Workers' Compensation and Employers Liability polices are to contain, or be endorsed to contain, the following: The insurer will agree to waive all rights of subrogation against the City for losses arising from work performed for the City.

7.3 SUBCONSULTANT INSURANCE

7.3.1 CM@Risk's certificate(s) shall include all subcontractors as insured's under its policies or the CM@Risk shall furnish to the City separate certificates for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

7.4 NOTICE OF CANCELLATION

7.4.1 Each insurance policy required by the insurance provisions of this Contract will provide the required coverage and not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice has been given, by certified mail, return receipt requested to the City's named Project Manager at:

5850 W. Glendale Ave.
3rd Floor – Engineering Department
Glendale, Arizona 85301-2599

7.5 ACCEPTABILITY OF INSURERS

7.5.1 Insurance is to be placed with insurers duly licensed or City approved unlicensed companies in the State of Arizona, and with an A.M. Best's rating of no less than A-:VII. The City in no way warrants that the above required minimum insurer rating is sufficient to protect the CM@Risk from potential insurer insolvency.

7.6 VERIFICATION OF COVERAGE

7.6.1 The CM@Risk will furnish the City, Certificates of Insurance (ACORD form or equivalent approved by the City) with original endorsements effecting coverage as required by this Contract. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. Any policy endorsements(s) that restrict or limits coverages will be clearly noted on the certificate of insurance.

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

7.6.3 All Certificates of Insurance required by this Contract will be sent directly to the Services Department Contracts Administration Section contracts officer for this Project. The Project Number and Project description will be included on the Certificates of Insurance. The City reserves the right to require complete, certified copies of all insurance policies required by this Contract, at any time.

7.7 APPROVAL

7.7.1 Any modification or variation from the insurance requirements in this Contract must be approved by the Law Department, whose decision will be final. Such action will not require a formal contract amendment, but may be made by administrative action.

This Contract will be in full force and effect only when it has been approved and executed by the duly authorized City officials.

IN WITNESS WHEREOF, the parties hereto have executed this Contract on , 2015.

ATTEST

City Clerk

CITY OF GLENDALE

By: _____
City Manager

REVIEWED BY:

City Attorney

CM @ RISK
PCL Construction, Inc.

By: _____
Mike McKinney
District Manger
& Authorized Signer
Title

ATTEST:

Name

Title

Shawn W. Britton
Secretary / Treasurer

EXHIBIT A – PROJECT DESCRIPTION

Following is a brief description of the Project for which the design phase service specified in this Contract are to be performed:

The Arrowhead Ranch Water Reclamation Facility (ARWRF) is located in the City of Glendale, west of the Loop 101 Freeway and north of Union Hills Drive, at 8180 West Union Hills Drive. The facility has a rated maximum month average daily flow (MMADF) of 4.5 million gallons per day (mgd).

The ARWRF provides tertiary treatment to the incoming wastewater to produce Class A+ reclaimed water. The liquids stream treatment processes at the plant consist of screening, grit removal, biological nutrient removal via conventional activated sludge, secondary clarification, tertiary filtration, and disinfection. There are no solids handling facilities on-site. The solids from the ARWRF (i.e., waste activated sludge [WAS]) are treated at the City of Phoenix 91st Avenue Wastewater Treatment Plant (WWTP) via the Sub-Regional Operating Group (SROG) program. Reclaimed water from the plant is delivered to effluent lakes in the Arrowhead Ranch residential development or into the aquifer through adjacent recharge wells within the premises of the ARWRF and three other recharge wells located east of the 101 Freeway at the Oasis Recharge site.

The City has expressed concern with regard to the aging structural, mechanical, and electrical infrastructure at the plant, specifically in four main areas - the headworks, secondary clarifiers, tertiary filters, and primary and secondary odor control systems. In addition, these facilities are proving to be troublesome from a process and/or operations and maintenance (O&M) standpoint.

The overall goal of the project is to upgrade (by either rehabilitation or replacement) these four facilities and make other miscellaneous improvements to help reduce or eliminate current process and O&M challenges at the plant. The overall scope of the project includes an overall facility evaluation, identification of potential improvement alternatives, preparation of cost estimates, and recommendations for future plant improvements. The primary recommended improvements to be implemented as part of this project are identified within the four main areas described above. There may also be secondary improvements recommended after the overall facility evaluation is completed.

EXHIBIT B - HOURLY RATE SCHEDULE

The schedule of hourly labor rates for employees of the CM@Risk and its Subconsultants follow and are based on the approved proposal submitted to the City on February 12, 2015

LIST OF CLASSIFICATIONS:

Classification	Labor Rate	Total Rate
Pre-Con Mgr/Project Director	$107.05	$160.58
Construction Manager	$105.83	$158.75
Chief Estimator	$101.20	$151.80
Lead Estimator	$80.98	$121.47
Estimator	$72.66	$109.00
Ludvik Electric	$100.00	$100.00
RDC Electric	$100.00	$100.00
Project Manager	$89.03	$133.55
Project Superintendent	$92.71	$139.07
Project Engineer	$75.10	$112.65
Modeling Manager	$82.18	$123.28
Modeler	$57.94	$86.91
Schedule Manager	$97.39	$146.09
Scheduler	$62.08	$93.12
Clerical	$42.81	$64.21

PCL CONSTRUCTION, INC.
ARROWHEAD RANCH WATER RECLAMATION FACILITY IMPROVEMENTS
Project No. 121337
City of Glendale, Engineering Department
CMAR Design Phase Services Cost Proposal

CONSTRUCTION LEADERS

Scope of Work Summary

Description	Pre-Con Mgr/Project Director	Construction Manager	Chief Estimator	Lead Estimator	Estimator	Ludvik Electric	RDC Electric	Project Manager	Project Superintendent	Modeler	Scheduler	Clerical		Total
Construction Management Plan (All Work Excluded - To be included in Construction Phase)														
General construction management plan														0
Project specific quality control/quality assurance Plan														0
Project specific safety plan														0
Project specific testing, start-up & commissioning plan														0
Project team matrix														0
Subtotal (Hours)	0	0	0	0	0	0	0	0	0	0	0	0		0
Subtotal (Cost)	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0		$0
Project Meetings														
Team Meetings (10 Total)	40			20				20	20					100
Project Workshops (4 Total)	16			16				16	16					64
Special Project Meetings (2 Total)	8			4				4	4					20
Contract Document Rolling Reviews (2 Total)	8			8				8	8					32
Partnering Sessions (Excluded)														0
Public Agency/Community Meetings (Excluded)														0
Subtotal (Hours)	72	0	0	48	0	0	0	48	48	0	0	0		216
Subtotal (Cost)	$11,562	$0	$0	$5,830	$0	$0	$0	$6,410	$6,675	$0	$0	$0		$30,477
Cost Estimating														
DCR/30% cost model estimate	80		4	160	40	80	40					4		408
DCR/30% to 60% design development log	24			24										48
60% cost model estimate	60		2	104	24	60	40					4		294
60% to 90% estimate design development log	16			16										32
Reconcile 100% permit drawings design development log	8			24	8	40	20	8	8					116
Cash flow projections	2													2
Subtotal (Hours)	190	0	6	328	72	180	100	8	8	0	0	8		900
Subtotal (Cost)	$30,510	$0	$911	$39,841	$7,848	$18,000	$10,000	$1,068	$1,113	$0	$0	$514		$109,804
Project Schedule														
Design phase schedule	4													4
Update design phase schedule w/status reports every 2 months	8													8
MOPO development (Includes MOPO log & MOPO scope of work outlines)	4	8						40	40					92

On site concrete deteroiation discovery at the Headworks & Splitter Box No. 1	2	2		2				8	8					22
Project discovery for underground Odor Control ductwork routing options	2	2		2				24	24	40				94
On site project discovery for electrical, instrumentation & controls (electrical & controls modernization scope of work is excluded)	2	2		2				12	12	12				42
Construction phase bid schedule	2	4						20	20		20			66
Cost/Resource loaded schedule (Excluded)														0
Subtotal (Hours)	24	18	0	6	0	0	0	104	104	52	20	0		328
Subtotal (Cost)	$3,854	$2,858	$0	$729	$0	$0	$0	$13,889	$14,463	$4,520	$1,862	$0		$42,174
Document Reviews														
30% design constructability review	4	4		4		8	8	4	4			2		38
Bid package No. 1 biddability review	2	2		10				2				2		18
Odor control piping system 3D BIM model								4	4	80				88
Verify existing soil conditions subgrade & shoring requirements (Excluded: Carollo to do two soil borings on the east & west side of the new filter structure)														0
60% constructability review	4	4		4		8	8	4	4			2		38
Concrete structure 3D BIM model for the Headworks & Splitter Box No. 1									4	40				44
Bid package No. 2 biddability review	4	4		12	4	4	4	4				2		38
Subtotal (Hours)	14	14	0	30	4	20	20	18	16	120	0	8		264
Subtotal (Cost)	$2,248	$2,223	$0	$3,644	$436	$2,000	$2,000	$2,404	$2,225	$10,430	$0	$514		$28,123
Bid Packages/GMP														
Pre-qualify subcontractor's/equipment suppliers	2			8										10
Prepare bid package No. 1 (Process Equipment Systems: 1. Headworks, 2, Odor Control & 3. Disk Filters)	8			16								2		26
Bid, abstract & select subcontractor/supplier bid package No. 1	4			24										28
Prepare, issue, negoiate & finailize subcontracts/purchase orders bid package No. 1	8			8										16
Prepare bid package No. 2 (Balance of Project Scope of Work)	16			40	16			8				2		82
Bid, abstract & select subcontractor/supplier bid package No. 2	8			56	64			16						144
Prepare, review, reconcile & finalize GMP contract	16		4	8								4		32
Prepare, issue, negoiate & finailize subcontracts/purchase orders bid package No. 2	4	24		16				40				24		108
Submittal Charettes		12		12				12						36
Subtotal (Hours)	66	36	4	188	80	0	0	76	0	0	0	32		482
Subtotal (Cost)	$10,398	$5,715	$607	$22,836	$8,720	$0	$0	$10,149	$0	$0	$0	$2,055		$60,680
Permitting														
Regulatory permitting support (Excluded)														0
Storm Water Pollution Prevention Plan								2	2	20				24
MCDES Dust Control Permit								2	2	20				24
Subtotal (Hours)	0	0	0	0	0	0	0	4	4	40	0	0		48
Subtotal (Cost)	$0	$0	$0	$0	$0	$0	$0	$534	$556	$3,477	$0	$0		$4,567

Totals (Hours):	366	68	10	600	156	200	120	258	180	212	20	48		2238
Total Hourly Rate:	$161	$159	$152	$121	$109	$100	$100	$134	$139	$87	$93	$64		
Total Design Phase Staff	$58,771	$10,795	$1,518	$72,880	$17,004	$20,000	$12,000	$34,455	$25,032	$18,426	$1,862	$3,082		$275,824

Allowances:	
Bid Package No. 1 Process Equipment Procurement Allowance (1. Headworks, 2. Odor Control & 3. Disk Filter Systems)	$3,043,402
Site Investigative Potholing & Dewatering Allowance	$15,000
Fiber Opitic Ductbank Allowance	$96,759
Site Investigative Potholing (Electrical, instrumentation & controls modernization improvements) Allowance & associated design phase services	$50,000
Laser Scanning (1 day)	$5,000
Travel Expenses	$3,000
Reimbursable Expenses	$5,000
Permitting Fees (Excluded)	$0
Allowance Subtotal	$3,218,161
Total Costs	$3,493,985

File #: 15-364, **Version:** 1

AUTHORIZATION TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH PRIMATECH L.L.C., FOR THE LOWER SYSTEM WEST SIDE WASTEWATER MASTER PLAN UPDATE

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

Purpose and Recommended Action

This is a request for City Council to authorize the Acting City Manager to enter into a professional services agreement with Primatech, L.L.C., in an amount not to exceed $99,286.27 for design services pertaining to the update of the Lower System West Side Wastewater Master Plan.

Background

The City of Glendale Wastewater Master Plan was prepared in 2008. The purpose of this project is to update the Wastewater Master Plan and model to current flow conditions for the Lower System West Side bounded by 83rd Avenue, 115th Avenue, Northern Avenue and Camelback Road with sub areas extending to 75th Ave. The updated plan will provide the necessary sewer flow data to support current and future development projects within the bounded area.

Analysis

The City's Wastewater Master Plan for the lower west area needs to be updated to accommodate current and future development projects within the bounded area. This will provide the City with the necessary information to properly plan and prepare for the capital improvements required within the study area. Primatech was selected as the best qualified firm to perform the services. The firm has worked on the Wastewater Master Plan and is currently performing evaluation and design services for the Sewer Rehabilitation Phase IV project 131419. The project includes services for survey and geotechnical review, sewer capacity and hydrology modeling, and sewer construction administration at sixteen locations in the central area. The firm is considered an industry expert for wastewater master planning and solving complex hydraulic issues.

This action will authorize the City Manager to enter into a professional service agreement with Primatech, L.L.C.

Previous Related Council Action

On November 24, 2014, City Council authorized the City Manager to enter into a professional services agreement with Primatech, L.L.C. in an amount not to exceed $754,437 for design services pertaining to the Phase IV Wastewater Collection System and Manhole Rehabilitation project.

Community Benefit/Public Involvement

Benefits to be realized from the project includes; maximizing development opportunities, maintaining the integrity of the wastewater collection system, minimizing service interruptions, ensures continued compliance with environmental regulations.

Budget and Financial Impacts

Funds are available in the Water Services FY 2014-15 Capital Improvement Project budget.

Cost	Fund-Department-Account
$99,286.27	**2420-63016-550800, Sewer Line Replacement**

Capital Expense? Yes

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?

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PROFESSIONAL SERVICES AGREEMENT
LOWER SYSTEM WESTSIDE WASTEWATER MASTER PLAN UPDATE
(Project No. 141526)

This Professional Services Agreement ("Agreement") is entered into and effective between CITY OF GLENDALE, an Arizona municipal corporation ("City") and Primatech, L.L.C., an Arizona limited liability company, authorized to do business in the State of Arizona,("Consultant") as of the _____ day of _____, 2015 ("Effective Date").

RECITALS

A. City intends to undertake a project for the benefit of the public and with public funds that is more fully set forth in **Exhibit A**, Project (the "Project");

B. City desires to retain the professional services of Consultant to perform certain specific duties and produce the specific work as set forth in the attached **Exhibit B**, Project Scope of Work ("Scope");

C. Consultant desires to provide City with professional services ("Services") consistent with best consulting or architectural practices and the standards set forth in this Agreement, in order to complete the Project; and

D. City and Consultant desire to memorialize their agreement with this document.

AGREEMENT

The parties hereby agree as follows:

1. Key Personnel; Other Consultants and Subcontractors.

1.1 Professional Services. Consultant will provide all Services necessary to assure the Project is completed timely and efficiently consistent within Project requirements, including, but not limited to, working in close interaction and interfacing with City and its designated employees, and working closely with others, including other consultants or contractors, retained by City.

1.2 Project Team.

a. Project Manager.

(1) Consultant will designate an employee as Project Manager with sufficient training, knowledge, and experience to, in the City's opinion, complete the project and handle all aspects of the Project such that the work produced by Consultant is consistent with applicable standards as detailed in this Agreement; and

(2) The City must approve the designated Project Manager.

b. Project Team.

(1) The Project Manager and all other employees assigned to the Project by Consultant will comprise the "Project Team."

(2) Project Manager will have responsibility for and will supervise all other employees assigned to the Project by Consultant.

c. Discharge, Reassign, Replacement.

(1) Consultant acknowledges the Project Team is comprised of the same persons and roles for each as may have been identified in **Exhibit A.**

(2) Consultant will not discharge, reassign, replace or diminish the responsibilities of any of the employees assigned to the Project who have been approved by City without City's prior written consent unless that person leaves the employment of Consultant, in which event the substitute must first be approved in writing by City.

(3) Consultant will change any of the members of the Project Team at the City's request if an employee's performance does not equal or exceed the level of competence that the City may reasonably expect of a person performing those duties, or if the acts or omissions of that person are detrimental to the development of the Project.

d. Subcontractors.

(1) Consultant may engage specific technical contractors (each a "Subcontractor") to furnish certain service functions.

(2) Consultant will remain fully responsible for Subcontractor's services.

(3) Subcontractors must be approved by the City.

(4) Consultant will certify by letter that all contracts with Subcontractors have been executed incorporating requirements and standards as set forth in this Agreement.

2. Schedule. The Services will be undertaken in a manner that ensures the Project is completed timely and efficiently in accordance with the Project.

3. Consultant's Work.

3.1 Standard. Consultant must perform Services in accordance with the standards of due diligence, care, and quality prevailing among consultants having substantial experience with the successful furnishing of Services for projects that are equivalent in size, scope, quality, and other criteria under the Project and identified in this Agreement.

3.2 Licensing. Consultant warrants that:

a. Consultant and its Subconsultants or Subcontractors will hold all appropriate and required licenses, registrations and other approvals necessary for the lawful furnishing of Services ("Approvals"); and

b. Neither Consultant nor any Subconsultant or Subcontractor has been debarred or otherwise legally excluded from contracting with any federal, state, or local governmental entity ("Debarment").

(1) City is under no obligation to ascertain or confirm the existence or issuance of any Approvals or Debarments, or to examine Consultant's contracting ability.

(2) Consultant must notify City immediately if any Approvals or Debarment changes during the Agreement's duration. The failure of the Consultant to notify City as required will constitute a material default under the Agreement.

3.3 Compliance. Services will be furnished in compliance with applicable federal, state, county and local statutes, rules, regulations, ordinances, building codes, life safety codes, and other standards and criteria designated by City.

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

3.4 Coordination; Interaction.

a. For projects that the City believes requires the coordination of various professional services, Consultant will work in close consultation with City to proactively interact with any other professionals retained by City on the Project ("Coordinating Project Professionals").

b. Consultant will meet to review the Project, Schedule and in-progress work with Coordinating Project Professionals and City as often and for durations as City reasonably considers necessary in order to ensure the timely work delivery and Project completion.

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

3.5 Work Product.

a. Ownership. Upon receipt of payment for Services furnished, Consultant grants to City, and will cause its Subconsultants or Subcontractors to grant to the City, the exclusive ownership of and all copyrights, if any, to evaluations, reports, drawings, specifications, project manuals, surveys, estimates, reviews, minutes, all "architectural work" as defined in the United States Copyright Act, 17 U.S.C § 101, *et seq.*, and other intellectual work product as may be applicable ("Work Product").

(1) This grant is effective whether the Work Product is on paper (e.g., a "hard copy"), in electronic format, or in some other form.

(2) Consultant warrants, and agrees to indemnify, hold harmless and defend City for, from and against any claim that any Work Product infringes on third-party proprietary interests.

b. Delivery. Consultant will deliver to City copies of the preliminary and completed Work Product promptly as they are prepared.

c. City Use.

(1) City may reuse the Work Product at its sole discretion.

(2) In the event the Work Product is used for another project without further consultations with Consultant, the City agrees to indemnify and hold Consultant harmless from any claim arising out of the Work Product.

(3) In such case, City will also remove any seal and title block from the Work Product.

4. Compensation for the Project.

4.1 Compensation. Consultant's compensation for the Project, including those furnished by its Subconsultants or Subcontractors will not exceed $99,286.27 as specifically detailed in **Exhibit D** ("Compensation").

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

a. Adjustments to Compensation require a written amendment to this Agreement and may require City Council approval.

b. Additional services which are outside the Scope of the Project contained in this Agreement may not be performed by the Consultant without prior written authorization from the City.

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

4.3 Allowances. An "Allowance" may be identified in **Exhibit D** only for work that is required by the Scope and the value of which cannot reasonably be quantified at the time of this Agreement.

a. As stated in Sec. 4.1 above, the Compensation must incorporate all Allowance amounts identified in **Exhibit D** and any unused allowance at the completion of the Project will remain with City.

b. Consultant may not add any mark-up for work identified as an Allowance and which is to be performed by a Subconsultant.

c. Consultant will not use any portion of an Allowance without prior written authorization from the City.

d. Examples of Allowance items include, but are not limited to, subsurface pothole investigations, survey, geotechnical investigations, public participation, radio path studies and material testing.

4.4 Expenses. City will reimburse Consultant for certain out-of-pocket expenses necessarily incurred by Consultant in connection with this Agreement, without mark-up (the "Reimbursable Expenses"), including, but not limited to, document reproduction, materials for book preparation, postage, courier and overnight delivery costs incurred with Federal Express or similar carriers, travel and car mileage, subject to the following:

a. Mileage, airfare, lodging and other travel expenses will be reimbursable only to the extent these would, if incurred, be reimbursed to City of Glendale personnel under its policies and procedures for business travel expense reimbursement made available to Consultant for review prior to the Agreement's execution, and which policies and procedures will be furnished to Consultant;

b. The Reimbursable Expenses in this section are approved in advance by City in writing; and

c. The total of all Reimbursable Expenses paid to Consultant in connection with this Agreement will not exceed the "not to exceed" amount identified for Reimbursable Services in the Compensation.

5. Billings and Payment.

5.1 Applications.

a. Consultant will submit monthly invoices (each, a "Payment Application") to City's Project Manager and City will remit payments based upon the Payment Application as stated below.

b. The period covered by each Payment Application will be one calendar month ending on the last day of the month.

5.2 Payment.

a. After a full and complete Payment Application is received, City will process and remit payment within 30 days.

b. Payment may be subject to or conditioned upon City's receipt of:

(1) Completed work generated by Consultant and its Subconsultants and Subcontractors; and

(2) Unconditional waivers and releases on final payment from all Subconsultants and Subcontractors as City may reasonably request to assure the Project will be free of claims arising from required performances under this Agreement.

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

a. If the Payment Application is rejected, the Project Manager will issue a written listing of the items not approved for payment.

b. City may withhold an amount sufficient to pay expenses that City reasonably expects to incur in correcting the deficiency or deficiencies rejected for payment.

6. **Termination.**

6.1 For Convenience. City may terminate this Agreement for convenience, without cause, by delivering a written termination notice stating the effective termination date, which may not be less than 15 days following the date of delivery.

a. Consultant will be equitably compensated for Services furnished prior to receipt of the termination notice and for reasonable costs incurred.

b. Consultant will also be similarly compensated for any approved effort expended, and approved costs incurred, that are directly associated with Project closeout and delivery of the required items to the City.

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

a. Consultant will not be entitled to further payment until after City has determined its damages. If City's damages resulting from the breach, as determined by City, are less than the equitable amount due but not paid Consultant for Services furnished, City will pay the amount due to Consultant, less City's damages, in accordance with the provision of Sec. 5.

b. If City's direct damages exceed amounts otherwise due to Consultant, Consultant must pay the difference to City immediately upon demand; however, Consultant will not be subject to consequential damages more than $1,000,000 or the amount of this Agreement, whichever is greater.

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

8. **Insurance.** For the duration of the term of this Agreement, Contractor shall procure and maintain insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of all tasks or work necessary to complete the Project as herein defined. Such insurance shall cover Contractor, its agent(s), representative(s), employee(s) and any subcontractors.

8.1 **Minimum Scope and Limit of Insurance.** Coverage must be at least as broad as:

a. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01, including products and completed operations, with limits of no less than **$1,000,000** per occurrence for bodily injury, personal injury, and property damage. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

b. Automobile Liability: Insurance Services Office Form Number CA 0001 covering Code 1 (any auto), with limits no less than **$1,000,000** per accident for bodily injury and property damage.

c. Worker's Compensation: Insurance as required by the State of Arizona, with Statutory Limits, and Employers' Liability insurance with a limit of no less than **$1,000,000** per accident for bodily injury or disease.

8.2 **Other Insurance Provisions.** The insurance policies required by the Section above must contain, or be endorsed to contain the following insurance provisions:

a. **The City, its officers, officials, employees and volunteers are to be covered as additional insureds** of the CGL and automobile policies for any liability arising from or in connection with the performance of all tasks or work necessary to complete the Project as herein defined. Such liability may arise, but is not limited to, liability for materials, parts or equipment furnished in connection with any tasks, or work performed by Contractor or on its behalf and for liability arising from automobiles owned, leased, hired or borrowed

on behalf of the Contractor. General liability coverage can be provided in the form of an endorsement to the Contractor's existing insurance policies, provided such endorsement is at least as broad as ISO Form CG 20 10, 11 85 or both CG 20 10 and CG 23 37, if later revisions are used.

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

c. Each insurance policy required by this Section shall provide that coverage shall not be canceled, except after providing notice to the City.

8.3 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of no less than A: VII, unless the Contractor has obtained prior approval from the City stating that a non-conforming insurer is acceptable to the City.

8.4 Waiver of Subrogation. **Contractor hereby agrees to waive its rights of subrogation which any insurer may acquire** from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation. The Workers' Compensation Policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Contractor, its employees, agent(s) and subcontractor(s).

8.5 Verification of Coverage. Within 15 days of the Effective Date of this Agreement, Contractor shall furnish the City with original certificates and amendatory endorsements, or copies of any applicable insurance language making the coverage required by this Agreement effective. All certificates and endorsements must be received and approved by the City before work commences. Failure to obtain, submit or secure the City's approval of the required insurance policies, certificates or endorsements prior to the City's agreement that work may commence shall not waive the Contractor's obligations to obtain and verify insurance coverage as otherwise provided in this Section. The City reserves the right to require complete, certified copies of all required insurance policies, including any endorsements or amendments, required by this Agreement at any time during the Term stated herein.

Contractor's failure to obtain, submit or secure the City's approval of the required insurance policies, certificates or endorsements shall not be considered a Force Majeure or defense for any failure by the Contractor to comply with the terms and conditions of the Agreement, including any schedule for performance or completion of the Project.

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

8.7 Special Risk or Circumstances. The City reserves the right to modify these insurance requirements, including any limits of coverage, based on the nature of the risk, prior experience, insurer, coverage or other circumstances unique to the Contractor, the Project or the insurer.

9. Immigration Law Compliance.

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

9.2 Any breach of warranty under this section is considered a material breach of this Agreement and is subject to penalties up to and including termination of this Agreement.

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

9.4 City may conduct random inspections, and upon request of City, Consultant will provide copies of papers and records of Consultant demonstrating continued compliance with the warranty under this section. Consultant agrees to keep papers and records available for inspection by the City during normal business hours and will cooperate with City in exercise of its statutory duties and not deny access to its business premises or applicable papers or records for the purposes of enforcement of this section.

9.5 Consultant agrees to incorporate into any subcontracts under this Agreement the same obligations imposed upon Consultant and expressly accrue those obligations directly to the benefit of the City. Consultant also agrees to require any Subconsultant or Subcontractor to incorporate into each of its own subcontracts under this Agreement the same obligations above and expressly accrue those obligations to the benefit of the City.

9.6 Consultant's warranty and obligations under this section to the City is continuing throughout the term of this Agreement or until such time as the City determines, in its sole discretion, that Arizona law has been modified in that compliance with this section is no longer a requirement.

9.7 The "E-Verify Program" above means the employment verification program administered by the United States Department of Homeland Security, the Social Security Administration, or any successor program.

10. Notices.

10.1 A notice, request or other communication that is required or permitted under this Agreement (each a "Notice") will be effective only if:

a. The Notice is in writing; and

b. Delivered in person or by overnight courier service (delivery charges prepaid), certified or registered mail (return receipt requested).

c. Notice will be deemed to have been delivered to the person to whom it is addressed as of the date of receipt, if:

(1) Received on a business day before 5:00 p.m. at the address for Notices identified for the Party in this Agreement by U.S. Mail, hand delivery, or overnight courier service; or

(2) As of the next business day after receipt, if received after 5:00 p.m.

d. The burden of proof of the place and time of delivery is upon the Party giving the Notice.

e. Digitalized signatures and copies of signatures will have the same effect as original signatures.

10.2 Representatives.

a. Consultant. Consultant's representative (the "Consultant's Representative") authorized to act on Consultant's behalf with respect to the Project, and his or her address for Notice delivery is:

Shien Shiau
120 N 44th Street, Suite 400
Phoenix, AZ 85034

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

City of Glendale
c/o Michael A. Johnson, Engineering Project Manager
City of Glendale Engineering Department, Suite 315
5850 West Glendale Avenue
Glendale, Arizona 85301

With required copy to:

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

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

c. Concurrent Notices.

(1) All notices to City's representative must be given concurrently to City Manager and City Attorney.

(2) A notice will not be deemed to have been received by City's representative until the time that it has also been received by the City Manager and the City Attorney.

(3) City may appoint one or more designees for the purpose of receiving notice by delivery of a written notice to Consultant identifying the designee(s) and their respective addresses for notices.

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

11. Financing Assignment. City may assign this Agreement to any City-affiliated entity, including a non-profit corporation or other entity whose primary purpose is to own or manage the Project.

12. Entire Agreement; Survival; Counterparts; Signatures.

12.1 Integration. This Agreement contains, except as stated below, the entire agreement between City and Consultant and supersedes all prior conversations and negotiations between the parties regarding the Project or this Agreement.

a. Neither Party has made any representations, warranties or agreements as to any matters concerning the Agreement's subject matter.

b. Representations, statements, conditions, or warranties not contained in this Agreement will not be binding on the parties.

c. Inconsistencies between the solicitation, any addenda attached to the solicitation, the response or any excerpts attached as **Exhibit A**, and this Agreement, will be resolved by the terms and conditions stated in this Agreement.

12.2 Interpretation.

a. The parties fairly negotiated the Agreement's provisions to the extent they believed necessary and with the legal representation they deemed appropriate.

b. The parties are of equal bargaining position and this Agreement must be construed equally between the parties without consideration of which of the parties may have drafted this Agreement.

c. The Agreement will be interpreted in accordance with the laws of the State of Arizona.

12.3 Survival. Except as specifically provided otherwise in this Agreement, each warranty, representation, indemnification and hold harmless provision, insurance requirement, and every

other right, remedy and responsibility of a Party, will survive completion of the Project, or the earlier termination of this Agreement.

12.4 Amendment. No amendment to this Agreement will be binding unless in writing and executed by the parties. Electronic signature blocks do not constitute execution for purposes of this Agreement. Any amendment may be subject to City Council approval.

12.5 Remedies. All rights and remedies provided in this Agreement are cumulative and the exercise of any one or more right or remedy will not affect any other rights or remedies under this Agreement or applicable law.

12.6 Severability. If any provision of this Agreement is voided or found unenforceable, that determination will not affect the validity of the other provisions, and the voided or unenforceable provision will be reformed to conform with applicable law.

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

13. **Term.** The term of this Agreement commences upon the Effective Date and continues for a one (1) year period. There are no automatic renewals of this Agreement.

14. **Dispute Resolution.** Each claim, controversy and dispute (each a "Dispute") between Consultant and City will be resolved in accordance with **Exhibit E**. The final determination will be made by the City.

15. **Exhibits.** The following exhibits, with reference to the term in which they are first referenced, are incorporated by this reference.

Exhibit A	Project
Exhibit B	Scope of Work
Exhibit C	Schedule
Exhibit D	Compensation
Exhibit E	Dispute Resolution

(Signatures appear on the following page.)

The parties enter into this Agreement effective as of the date shown above.

City of Glendale,
an Arizona municipal corporation

By: Richard A. Bowers
Its: Acting City Manager

ATTEST:

Pamela Hanna (SEAL)
City Clerk

APPROVED AS TO FORM:

Michael D. Bailey
City Attorney

Primatech, L.L.C.,
an Arizona limited liability company

By: Shi-En Shiau
Its: Principal

EXHIBIT A
Professional Services Agreement

PROJECT

(Cover Page)

CITY OF GLENDALE
LOWER SYSTEM WEST SIDE WASTEWATER MASTER PLAN UPDATE

EXHIBIT A – THE PROJECT

The Project

City of Glendale's Wastewater Master Plan was prepared by CDM in 2008.

The purpose of this project is to update the Wastewater Master plan for the Lower System West Side bounded by 83 rd Ave, 115th Ave, Northern Ave and Camelback Road. Primatech will prepare a sewer model for current condition (2015) including the completion of Phase I West Valley Resort and the build out condition (2025).

The study area covers approximate 14 square miles (sub areas extend to 75th Ave) with 670 pipes equal to or larger than 10" and more than 700 manholes.

Sewerages flow to and within the Lower System discharges to the 99th Avenue interceptor from Glendale Avenue and Camelback Road. The 99th Avenue interceptor receives sewerage from Sun City and City of Glendale by GL03. Approximate 7 MGD of flow is conveyed to the 91st Ave WWTP and the remaining to the West Area Water Reclamation Facility. The City of Peoria will only discharge sewage flow to the 99th Avenue inceptor in case of an emergency.

EXHIBIT B
Professional Services Agreement

SCOPE OF WORK

(Cover Page)

CITY OF GLENDALE
LOWER SYSTEM WEST SIDE WASTEWATER MASTER PLAN UPDATE

EXHIBIT B - SCOPE OF WORK

This project is to update the Wastewater Master plan for the Lower System West Side bounded by 83 rd Ave, 115th Ave, Northern Ave and Camelback Roadand to prepare a sewer model for current condition (2015) including the completion of Phase I West Valley Resort and the build out condition (2025) including the following tasks.

A. Wastewater Master Plan Updates

Task 100 - Sewer Collection Model

Task 101 - Transfer GIS Shape files to ACAD Storm and Sanitary Analysis (SSA) files

The 2008 Wastewater Master Plan was prepared on a proprietary program INFOSWMM that is not readily for use by City of Glendale and/or its consultants.

Primatech will use SSA to import pipe GIS shape files provided by the City such that the developed database can be used by others.

The sewers to be incorporated in the network are "Trunk sewers" 10 inches and larger in diameter. The ACAD data will be available for City's use on any sewer model platforms.

With assistance from the City, Primatech will incorporate the following items into the new sewer model: 1) GIS shape files of sewer quarter section maps, 2) the amended General Plan, 3) 2008 Wastewater Master Plan, 4) sewer reports from various developments.

Task 102 – Incorporate Flow data generated in task 200 to ACAD SSA

TASK 200 – SEWER FLOW UPDATES

Task 201 - Incorporate Sewer flows from Development Reports (2015)

Primatech will review and incorporate sewer reports of various developments provided by the City to update the 2015 sewer flows from the developments. The current condition (2015) includes all sites developed, under construction, the planned Phase I of West Valley Resort and other developments identified by the City. Primatech will meet with the City staff to discuss the review results and define if additional data were required.

1. CDM Tech Memo to City of Glendale dated September 12, 2007
2. Main Street PAD Report, Berkus Design Studio, May 4, 2007
3. Urban 95 Master Sanitary Sewer Report, Kimly-Horn, October 2008
4. Zanjero Falls Phase I Wastewater Collection System Report, Wood Patel, Oct 12, 2006
5. Zanjero Falls, Professional Villas Wastewater Collection System Report, Wood Patel, June 29, 2007
6. The Districts at Zanjero, Master Wastewater Report, CMX, Nov 2006/Feb 2007
7. Centrada Wastewater System Basis of Design Report, CMX April 2008

8. Copperwing at Glendale Airport, Conceptual Water and Wastewater Report, WRG Design Sept 5, 2008
9. Sewage flow records (2006) at MH 21-05-999 and 19-06-005
10. Land Use updated Mark Up Sheet

Task 202 - Update Existing Developed Area Sewer Flow (2015)

The Lower System West Side sewer watershed covers approximately 14 square miles; it is bounded by the 83rd Avenue to the east, Northern Ave to the north, west to 115th Ave and south to Camelback road.

Primatech will review the amended General Plan, 2008 Wastewater Master Plan and Google aerial and combine with the findings of task 201 to develop Dry Weather Maximum Flow:

- Primatech will determine the total flow generated within the project area based on the updated development and land use and zoning records.
- Household Size and Capita Wastewater Flow Rate – Primatech will use City's updated unit quantity established.
- Peak Flow Factors – Primatech will use the three diurnal curves established in the 2008 study and modify those curves as needed based on the flow monitoring from this study.

Task 203 - Develop flow from new flow monitoring data (2015)

The System had experienced substantial sewer flow increases since 2008. In order to better quantify the flow increase, the following locations will be monitored:

1. Manhole at the intersection of 91st Ave/Glendale,
2. Manhole at the intersection 95th Ave/Glendale (coordinate with the City prior to flow monitoring to turn off reclaimed water discharge at Zanjero Blvd during flow monitoring),
3. Two manholes at the intersection 83rd Ave/Camelback,
4. Two manholes at the intersection 95th/Camelback

Flow records, velocities, depths and rates, covers 24/7 from mid-night to mid-night with additional 12 hours preceding and succeeding the 24/7 period will be collected.

2008 Peak Water usages and corresponding water usages for the period of sewer flow monitoring period should be provided by the City. Primatech will correlate these data to adjust the sewer flow to maximum dry weather flow from East System.

Task 204 - incorporate Peoria inflows to 99th Ave interceptor (2015)

City of Glendale will provide Primatech with flow from Sun City at the 99th Avenue interceptor for incorporation to ACAD SSA model.

Task 205 - Derive wet weather flow rates from ARWRP and WAWRP data (2015)

The 2008 Master Plan, CDM developed the Rainfall Infiltration and Inflow (RDII) from 24-hr 10-yr storm runoff hydrograph multiplied by a factor of 0.4% (2008 Master Sewer Plan, Chapter 5). Then it derived the Peak Wet Weather Flow from RDII hydrograph plus the average daily dry weather flow. However, the Wet Weather Maximum flows derived by this approach appeared unreasonably large.

Primatech will develop Wet Weather Flow as follow:

- Apply flow records of Arrowhead Ranch Wastewater Treatment Plant and the West Area Reclamation Facility to be provided by the City for this effort...
- Collect major storm event dates and precipitations from the weather data and have city of Glendale retrieve flow data of the plant inflow coving days before, during and after a storm event
- Correlate the plant data and rainfall data to develop 10-year wet weather 24-hours infiltration flow hydrograph and add that to dry weather hydrographs.

If the ARWTP and WAWRF inflow records of Dry/Wet Weather Flow are not available, Primatech will use Peak Wet Weather Flow methodology with a factor of 0.4%.

Task 206 - Develop full build out 2025 flow according to the planned development and general plan

TASK 300 – MODELING VARIOUS SCENARIOS

In addition to the 2015 and 2025 model, the following scenarios will be simulated:

Scenario 1 - The flow rates and pipe sizing along Glendale Ave from 91st Ave to 99th Ave to convey the sewage flow from Phase 1A, Phase 1B, Future Phase 1A and Future Phase 1B from the West Valley Resort project as well as from other known development projects in the area.

Scenario 2 – Flow rates and pipe sizing for a new parallel sewer line along the 95th Avenue to convey the flow from Phase 1B, Future Phase 1A and Future Phase 1B from the West Valley Resort project as well as from other known development projects in the area.

Scenario 3 – Flow rates and pipe sizing along the 95th Avenue to convey the flow from Phase 1B, Future Phase 1A and Future Phase 1B from the West Valley Resort project as well as from other known development projects in the area, after the sewage flow in Glendale from the eastside of 91st Ave is diverted to the 21" sewer line along the 91st Ave, south of Glendale.

Scenario 4 – Flow rates and pipe sizing along 91st Avenue and 95th Avenue to convey the sewage flow from Phase 1B, Future Phase 1A and Future Phase 1B from the West Valley Resort project as well as from other known development projects in the area.

Currently, the flow from the east along Glendale Ave drains southerly at 83rd Ave. Primatech will evaluate alternatives to convey the flow in the study area and recommend phased sewer improvements and costs to accommodate the flow from the known future development in the area.

TASK 400 – SEWER INFRASTRUTURE DEFICIENCY (2015)

Wastewater system facilities and characteristics will be documented concisely with text, tables, figures, and maps. The existing sewer collection system will be inventoried with deficiencies and improvements identified.

- Sizes and locations of the existing sewer line
- Capacity of the existing sewer line, flow depth over pipe diameter depth (d/D)
- Flow velocities and pipe slopes

TASK 500 –MASTER PLAN REPORT

Primatech will present four (4) copies of the Master Plan report documenting the results of the study to the City for review and comments. The draft report will include:

TASK 600 - MEETING AND COORDINATION

B. DELIVERABLES

The Consultant will deliver the following items to the City of Glendale:

1. Four (4) copies of the draft conceptual wastewater system design report
2. Four (4) hard copies of the final conceptual wastewater system design report and a digital copy of the report saved in PDF format on CD-ROM

C. ITEMS PROVIDED AND TO BE PROVIDED BY THE CITY OF GLENDALE

The City of Glendale will provide the following to The Consultant:

1) Existing sewer reports available from the planned developments
2) A digital file of the City's sewer quarter sections
3) The City's 2008 Wastewater Master Plan

EXHIBIT C
Professional Services Agreement

SCHEDULE

(Cover Page)

EXHIBIT C – SCHEDULE

The Consultant will complete this conceptual engineering project within 4 months.

EXHIBIT D
Professional Services Agreement

COMPENSATION

METHOD AND AMOUNT OF COMPENSATION

Compensation shall be hourly rates plus allowable reimbursable expenses.

NOT-TO-EXCEED AMOUNT

The total amount of compensation paid to Consultant for full completion of all work required by the Project during the entire term of the Project must not exceed $99,286.27.

DETAILED PROJECT COMPENSATION

See attached spreadsheet for detail. .

Exhibit D - Fee Derivation
CITY OF GLENDALE
Lower West Side Wastewater Master Plan Updates

Task #	Task Description	Total Hours	Total Fee*
100 – Sewer Collection Model			
101	Transfer GIS Shape files to ACAD SSA files	28	$2,950.92
102	Incorporate Flow Data to ACAD SSA	60	$5,625.49
	Subtotal:	88	$8,576.41
200 – Sewer Flow Updates			
201	Incorporate Sewer flows from Development Reports (2015)	60	$6,690.67
202	Update Existing Developed Area Sewer Flow (2015)	88	$9,443.62
203	Develop east side inflow from new flow monitoring data (2015)	18	$2,294.83
204	Incorporate Peoria inflows to 99th Ave interceptor (2015)	18	$2,294.83
205	From ARWRP and WAWRP data derive wet weather flow (2015)	34	$3,928.84
206	Develop full build out 2025 flow (development and general plan)	50	$4,969.40
	Subtotal:	268	$29,622.19
300 – Run Scenarios			
301	Scenario 1	24	$3,052.28
302	Scenario 2	24	$3,052.28
303	Scenario 3	24	$3,052.28
304	Scenario 4	24	$3,052.28
	Subtotal:	96	$12,209.12
400 – Deficiencies			
401	2015 deficiency	40	$4,861.29
402	2025 capital updates	40	$4,861.29
	Subtotal:	80	$9,722.58
500 – Master Plan Report			
501	Draft master Plan	56	$5,944.71
502	Final master Plan	56	$5,944.71
	Subtotal:	112	$11,889.42
600 – Meetings			
601	Meetings	32	$4,470.55
	Subtotal:	32	$4,470.55
	Total Base Fee:	***676***	***$76,490.27***
1300 – REIMBURSABLE			
	Flow Monitoring		**$11,896.00**
	Printing		**$900.00**
	Total Reimbursable and Allowance:		***$12,796.00***
	Total Fee:		**$89,286.27**
	Owner Contingency:		**$10,000.00**
	TOTAL FEE WITH OWNER CONTINGENCY:		**$99,286.27**

EXHIBIT E
Professional Services Agreement

DISPUTE RESOLUTION

1. Disputes.

1.1 Commitment. The parties commit to resolving all disputes promptly, equitably, and in a good-faith, cost-effective manner.

1.2 Application. The provisions of this Exhibit will be used by the parties to resolve all controversies, claims, or disputes ("Dispute") arising out of or related to this Agreement-including Disputes regarding any alleged breaches of this Agreement.

1.3 Initiation. A party may initiate a Dispute by delivery of written notice of the Dispute, including the specifics of the Dispute, to the Representative of the other party as required in this Agreement.

1.4 Informal Resolution. When a Dispute notice is given, the parties will designate a member of their senior management who will be authorized to expeditiously resolve the Dispute.

a. The parties will provide each other with reasonable access during normal business hours to any and all non-privileged records, information and data pertaining to any Dispute in order to assist in resolving the Dispute as expeditiously and cost effectively as possible;

b. The parties' senior managers will meet within 10 business days to discuss and attempt to resolve the Dispute promptly, equitably, and in a good faith manner, and

c. The Senior Managers will agree to subsequent meetings if both parties agree that further meetings are necessary to reach a resolution of the Dispute.

2. Arbitration.

2.1 Rules. If the parties are unable to resolve the Dispute by negotiation within 30 days from the Dispute notice, and unless otherwise informal discussions are extended by the mutual agreement, the Dispute will be decided by binding arbitration in accordance with Construction Industry Rules of the AAA, as amended herein. Although the arbitration will be conducted in accordance with AAA Rules, it will not be administered by the AAA, but will be heard independently.

a. The parties will exercise best efforts to select an arbitrator within five business days after agreement for arbitration. If the parties have not agreed upon an arbitrator within this period, the parties will submit the selection of the arbitrator to one of the principals of the mediation firm of Scott & Skelly, LLC, who will then select the arbitrator. The parties will equally share the fees and costs incurred in the selection of the arbitrator.

b. The arbitrator selected must be an attorney with at least 15 years' experience with commercial construction legal matters in Maricopa County, Arizona, be independent, impartial, and not have engaged in any business for or adverse to either Party for at least 10 years.

2.2 Discovery. The extent and the time set for discovery will be as determined by the arbitrator. Each Party must, however, within 10 days of selection of an arbitrator deliver to the other Party copies of all documents in the delivering party's possession that are relevant to the dispute.

2.3 Hearing. The arbitration hearing will be held within 90 days of the appointment of the arbitrator. The arbitration hearing, all proceedings, and all discovery will be conducted in Glendale, Arizona unless otherwise agreed by the parties or required as a result of witness location. Telephonic hearings and other reasonable arrangements may be used to minimize costs.

2.4 Award. At the arbitration hearing, each Party will submit its position to the arbitrator, evidence to support that position, and the exact award sought in this matter with specificity. The arbitrator must select the award sought by one of the parties as the final judgment and may not independently alter or modify the awards sought by the parties, fashion any remedy, or make any equitable order. The arbitrator has no authority to consider or award punitive damages.

2.5 Final Decision. The Arbitrator's decision should be rendered within 15 days after the arbitration hearing is concluded. This decision will be final and binding on the Parties.

2.6 Costs. The prevailing party may enter the arbitration in any court having jurisdiction in order to convert it to a judgment. The non-prevailing party will pay all of the prevailing party's arbitration costs and expenses, including reasonable attorney's fees and costs.

3. Services to Continue Pending Dispute. Unless otherwise agreed to in writing, Consultant must continue to perform and maintain progress of required Services during any Dispute resolution or arbitration proceedings, and City will continue to make payment to Consultant in accordance with this Agreement.

4. Exceptions.

4.1 Third Party Claims. City and Consultant are not required to arbitrate any third-party claim, cross-claim, counter claim, or other claim or defense of a third party who is not obligated by contract to arbitrate disputes with City and Consultant.

4.2 Liens. City or Consultant may commence and prosecute a civil action to contest a lien or stop notice, or enforce any lien or stop notice, but only to the extent the lien or stop notice the Party seeks to enforce is enforceable under Arizona Law, including, without limitation, an action under A.R.S. § 33-420, without the necessity of initiating or exhausting the procedures of this Exhibit.

4.3 Governmental Actions. This Exhibit does not apply to, and must not be construed to require arbitration of, any claims, actions or other process filed or issued by City of Glendale Building Safety Department or any other agency of City acting in its governmental permitting or other regulatory capacity.

File #: 15-371, **Version:** 1

AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT WITH DPC ENTERPRISES, L.P., FOR THE PURCHASE OF CHLORINE UTILIZING A CITY OF MESA COOPERATIVE PURCHASING CONTRACT

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

Purpose and Recommended Action

This is a request for City Council to authorize the Acting City Manager to enter into a multi-year linking agreement with DPC Enterprises, L.P., for the purchase of chlorine in an amount not to exceed $409,600 ($204,800 for the initial two-year period and $102,400 annually for the remaining contract term of two years). This cooperative purchase is available through an agreement between the City of Mesa and DPC Enterprises, L.P., contract IFB 2014241, and is effective through June 30, 2017 with two one-year extensions through June 30, 2019.

Background

The Water Services Department functions to provide safe and reliable water and wastewater services for City of Glendale residents and businesses. Water production and treatment requires the use of a variety of chemicals and services to effectively treat surface and ground water for public consumption. Wastewater collection and treatment also requires the use of chemicals and services to effectively treat wastewater to A+ effluent standard for recharge or reuse. To perform these essential functions, Water Services will need to procure chemicals, materials, and support services for use at the city's four water treatment plants, two reclamation facilities and throughout the water distribution and wastewater collection systems.

Chlorine is used in the water treatment process as a primary disinfectant at the finished water stage and throughout the water distribution system.

Analysis

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

DPC Enterprises, L.P. was awarded their contract by City of Mesa through a competitive bid process and includes a provision for cooperative purchasing. Materials Management and the City Attorney's Office have reviewed and approved the utilization of the agreement from the City of Mesa for the defined chemicals and

concur the cooperative purchase is in the best interest of the city.

This action will authorize the City Manager to enter into a linking agreement with DPC Enterprises, L.P. through June 30, 2017 (two years), and as needed, extend the agreement through June 30, 2019.

Previous Related Council Action

On June 10, 2014, City Council approved the expenditure of funds for chemicals from DPC Enterprises, L.P. in an amount not to exceed $125,000 for the FY2014-15.

Community Benefit/Public Involvement

Provide customers with safe, reliable, high quality water and wastewater services to ensure public health and the vitality of our community.

Budget and Financial Impacts

Funding is available in the FY2015-16 Water Services operating budget contingent upon Council approval of final budget. Annual budget appropriation thereafter is contingent upon Council approval. Total expenditures are not to exceed $409,600 for the entire term of this agreement.

Cost	Fund-Department-Account
$204,800	**2400-17250-524600, Pyramid Peak Treatment Plant**
	2400-17260-524600, Cholla Treatment Plant
	2400-17310-524600, Oasis Surface Treatment Plant

Capital Expense? No

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?

powered by Legistar™

LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
DPC ENTERPRISES, L.P.

THIS LINKING AGREEMENT (this "Agreement") is entered into as of this ___ day of _____, 20__, between the City of Glendale, an Arizona municipal corporation (the "City"), and DPC Enterprises, L.P., an Arizona limited partnership, (the "Contractor"), collectively, the "Parties."

RECITALS

A. On July 1, 2014, under the S.A.V.E Cooperative Purchasing Agreement, the City of Mesa entered into a contract with Contractor to purchase the goods and services described in the Water/Wastewater Treatment and Pool Chemicals Contract, Contract IFB No. 2014241, which is attached hereto as Exhibit A. The Water/Wastewater Treatment and Pool Chemicals Contract permits its cooperative use by other governmental agencies including the City. The Water/Wastewater Treatment and Pool Chemicals Contract is hereinafter referred at as the Cooperative Purchasing Agreement.

B. Section 2-149 of the City's Procurement Code permits the Materials Manager to procure goods and services by participating with other governmental units in cooperative purchasing agreements when the best interests of the City would be served.

C. Section 2-149 also provides that Materials Manager may enter into such cooperative agreements without meeting the formal or informal solicitation and bid requirements of Glendale City Code Sections 2-145 and 2-146.

D. The City desires to contract with Contractor for supplies identical, or nearly identical, to the supplies Contractor is providing other units of government under the Cooperative Purchasing Agreement. Contractor consents to the City's utilization of the Cooperative Purchasing Agreement as the basis of this Agreement, and Contractor desires to enter into this Agreement to provide the supplies set forth in this Agreement.

AGREEMENT

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

1. Term of Agreement. The City is purchasing the supplies and/or services from Contractor pursuant to Cooperative Purchasing Agreement. According to the Cooperative Purchasing Agreement award and rate sheet, which are attached hereto as part of Exhibit B, purchases can be made by governmental entities from the date of award, which was July 1, 2014, until the date the contract expires on June 30, 2017, unless the term of the Cooperative Purchasing Agreement is extended by the mutual agreement of the original contracting

parties. The Cooperative Purchasing Agreement, however, may not extend the contract beyond June 30, 2019. The initial period of this Agreement therefore is the period from the Effective Date of this Agreement until June 30, 2017. The City, however, may renew the term of this Agreement for two one-year periods until the Cooperative Purchasing Agreement expires on June 30, 2019. Renewals are not automatic and shall only occur if the City gives the Contractor notice of its intent to renew. The City may give the Contractor notice of its intent to renew this Agreement 30 days prior to the anniversary of the Effective Date to effectuate such a one-year renewal.

2. Scope of Work; Terms, Conditions, and Specifications.

   A. Contractor shall provide City the supplies identified in the Scope of Work attached hereto as Exhibit A.

   B. Contractor agrees to comply with all the terms, conditions and specifications of the Cooperative Purchasing Agreement. Such terms, conditions and specifications are specifically incorporate into and are an enforceable part of this Agreement.

3. Compensation.

   A. City shall pay Contractor compensation at the same rate and on the same schedule as the Cooperative Purchasing Agreement, unless the City and Contractor agree otherwise, as provided in Exhibit B hereto.

   B. The total purchase price for the supplies and/or services purchased under this Agreement shall not exceed four hundred nine thousand six hundred dollars ($409,600).

4. Cancellation. This Agreement may be cancelled pursuant to A.R.S. § 38-511.

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

6. E-verify. Contractor complies with A.R.S. § 23-214 and agrees to comply with the requirements of A.R.S. § 41-4401.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE.]

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

"City"

City of Glendale, an Arizona municipal corporation

By: _____
Richard A. Bowers
Acting City Manager

"Contractor"

DPC Enterprises, L.P.
a Limited Partnership

By: _____
Name: Chris Haupt
Title: Area Manager

ATTEST:

_____
Pamela Hanna (SEAL)
City Clerk

APPROVED AS TO FORM:

_____
Michael D. Bailey
City Attorney

LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
DPC ENTERPRISES, L.P.

EXHIBIT A

City of Mesa IFB # 2014241 - Water/Wastewater Treatment and Pool Chemicals

Contract Addendum #1

mesa az
Purchasing Division
www.mesaaz.gov

INVITATION FOR BIDS # 2014241
Water/Wastewater Treatment and Pool Chemicals

April 14, 2014

NOTICE IS HEREBY GIVEN that sealed bids will be received by the City of Mesa (City) until **3:00 PM, Local Time, April 30, 2014** to provide **Water/Wastewater Treatment and Pool Chemicals**.

Brief Description: The City of Mesa (other cities) is seeking a multi-year contract with vendors to provide chemicals for Water/Wastewater Treatment and Pool Chemicals. The following agencies have given their express intent to purchase from the resulting contract: Town of Queen Creek, Town of Gilbert, Peoria Unified School District #11, City of Sierra Vista, Mohave County, Marana Unified School District, City of Glendale and City of Peoria. Any and all S.A.V.E members may also purchase from the resulting contract.

Bids must be in accordance with the provisions, specifications and instructions set forth herein and will be received by Purchasing until the above noted time, when they will be publicly acknowledged and accepted.

Bid packets, any attachments and addenda are available for download at www.mesaaz.gov/purchasing.

Please read the entire solicitation package and submit the bid in accordance with the instructions. This document (less this invitation and the instructions) and any required response documents, attachments, and submissions will constitute the bid.

Mesa's Procurement Policies and Rules are available on the Purchasing Division's website at www.mesaaz.gov/purchasing.

Questions concerning this solicitation should be directed, IN WRITING, to the following project contacts or their designees:

General or Process Questions:
Nicole Arnold
Procurement Specialist
Purchasing
Fax: (480) 644-2655
Nicole.arnold@mesaaz.gov

644-2653

Technical Questions:
Myrna Quihuis, CPPB
Procurement Officer
Purchasing
Fax: (480) 644-2655
Myrna.quihuis@mesaaz.gov

644-5052 office

2301

20 East Main Street Suite 400
PO Box 1466
Mesa Arizona 85211-1466
480.644.2301 Tel
480.644.2655 Fax

i.1 **VENDOR QUESTIONS:** All questions regarding the contents of this solicitation, and solicitation process (including requests for ADA accommodations), shall be directed solely to the Project Contacts listed on Page 1 or designees or the Purchasing Administrator. Questions should be submitted in writing via letter, fax or email. Questions received less than seven (7) calendar days prior to the due date and time may be answered at the discretion of the City.

i.2 **ADDENDA/CLARIFICATIONS:** Any changes to the specifications will be in the form of an addendum. Addenda are posted on the City website and mailed to those who register on the City website when downloading solicitations no less than five (5) days prior to the Due Date. **Vendors are cautioned to check the Purchasing Website for addenda and clarifications prior to submitting their bid.** The City cannot be held responsible if a vendor fails to receive any addenda issued. The City shall not be responsible for any oral changes to these specifications made by any employees or officer of the City. Failure to acknowledge receipt of an addendum may result in disqualification of a bid.

i.3 **VENDOR CONFERENCE / SITE VISIT:** ☐ Yes ☒ No

i.4 **DUE DATE & TIME FOR SUBMISSION AND OPENING:**

Date: April 30, 2014
Time: 3:00 P.M. (Local Time)

The City will open all bids properly and timely submitted, and will record the names and other information specified by law and rule. All bids become the property of the City and will not be returned except in the case of a late submission. Results, as read at the bid opening, will be posted on the City website. Once a contract has been executed by the City, bids are available for inspection by contacting Purchasing.

i.5 **BID FIRM TIME:** 120 Days from Opening

Bid shall remain firm and unaltered after opening for the number of days shown above. The City may accept the bid, subject to successful contract negotiations, at any time during this time.

i.6 **BID SECURITY:** ☐ Yes $ 0.00 ☒ No

PERFORMANCE SECURITY: ☐ Yes $ 0.00 ☒ No

i.7 **SUBMIT BIDS TO:** Use label at the end of this solicitation package

FOR US POSTAL SERVICE
City of Mesa
Attn: Purchasing
PO Box 1466
Mesa, AZ 85211-1466

FOR HAND DELIVERIES, FEDEX, UPS, DHL OR OTHER COURIER SERVICES
City of Mesa
Attn: Purchasing
20 E. Main St., Suite 400
Mesa, AZ 85201

Bids will be received publicly at this address. Bidders may mail or hand-deliver bids. E-mail or fax submissions will not be accepted.

No responsibility will attach to the City of Mesa, its employees or agents for premature opening of a bid that is not properly addressed and identified.

i.8 **LATE BIDS.** The bidder assumes responsibility for having the bid delivered on time at the place specified. All bids received after the date and time specified shall not be considered and will be returned unopened to the bidder. The bidder assumes the risk of any delay in the mail or in

handling of the mail by employees of the City of Mesa, or any private courier, regardless whether sent by mail or by means of personal delivery. You must allow adequate time to accommodate all registration and security screenings at the delivery site. A valid photo I.D. may be required. It shall not be sufficient to show that you mailed or commenced delivery before the due date and time. All times are Mesa, Arizona local times. The bidder agrees to accept the time stamp in the City Purchasing Office as the official time.

i.9 **LOBBYING PROHIBITION.** Any communication regarding this solicitation for the purpose of influencing the process or the award, between any person or affiliates seeking an award from this solicitation and the City, including but not limited to the City Council, employees, and consultants hired to assist in the solicitation, is prohibited.

This prohibition is imposed from the time of the first public notice of the solicitation until the City cancels the solicitation, rejects all responses, awards a contract or otherwise takes action which ends the solicitation process. This section shall not prohibit public comment at any City Council meeting, study session or Council committee meeting.

This prohibition shall not apply to vendor-initiated communication with the contact(s) identified in the solicitation or City-initiated communications for the purposes of conducting the procurement including but not limited to pre-bid conferences, clarification of responses, presentations if provided in the solicitation, requests for Best and Final Proposals, contract negotiations, protest/appeal resolution, or surveying non-responsive vendors.

Violations of this provision shall be reported to the Purchasing Administrator. Persons violating this prohibition may be subject to a warning letter or rejection of their response depending on the nature of the violation.

i.10 **LAWFUL PRESENCE IN THE UNITED STATES.** Arizona Revised Statutes §1-502 requires that all Persons who will be awarded a contract (a Public Benefit as defined in 8 USC Section 1621) must demonstrate they are lawfully present in the United States. Person is defined as a Natural person and therefore excludes Limited Liability Companies, Corporations or Partnerships as indicated on your W-9 form.

Individuals or Sole Proprietorships must complete the affidavit in the "Vendor Information" section of this solicitation. Offers that fail to provide a completed affidavit and any required attachments may be deemed non-responsive.

i.11 **COMMENCEMENT OF WORK.** If bidder begins any billable work prior to the City's final approval and execution of the contract, bidder does so at its own risk.

i.12 **RESPONSIBILITY TO READ AND UNDERSTAND.** Failure to read, examine and understand the solicitation will not excuse any failure to comply with the requirements of the solicitation or any resulting contract, nor shall such failure be a basis for claiming additional compensation. If a vendor suspects an error, omission or discrepancy in this solicitation, the vendor must immediately and in any case not later than seven (7) business days in advance of the due date notify the contact on page 1. The City is not responsible for and will not pay any costs associated with the preparation and submission of the bid. Bidders are cautioned to verify their bids before submission, as amendments to or withdrawal of bids submitted after time specified for opening of bids may not be considered. The City will not be responsible for any bidder errors or omissions.

i.13 **FORM AND CONTENT OF BIDS.** Unless otherwise instructed or allowed, bids shall be submitted on the forms provided. An original and the designated number of copies of each bid are required. Bids, including modifications, must be submitted in ink, typed, or printed form and signed by an authorized representative. Please line through and initial rather than erase changes. If the bid is not properly signed or if any changes are not initialed, it may be considered non-responsive. In the event of a disparity between the unit price and the extended price, the unit price shall prevail unless obviously in error, as determined by the City. The City may require that bids be submitted on disk, CD or DVD. The bid must provide all information requested and must address all points. The City does not encourage exceptions. The City is not required to grant exceptions and depending on the exception, the City may reject the bid.

i.14 **SPECIFICATIONS.** Technical specifications define the minimum acceptable standard. When the specification calls for "Brand Name or Equal," the brand name product is acceptable. Other products will be considered upon showing the other product meets stated specifications and is equivalent to the brand product in terms of quality, performance and desired characteristics.

Minor differences that do not affect the suitability of the supply or service for the City's needs may be accepted. Burden of proof that the product meets the minimum standards or is equal to the brand name product, is on the bidder. The City reserves the right to reject bids that the City deems unacceptable.

i.15 **MODIFICATION / WITHDRAWAL OF BID.** Written requests to modify or withdraw the bid received by the City prior to the scheduled opening time will be accepted and will be corrected after opening. No oral requests will be allowed. Requests must be addressed and labeled in the same manner as the bid and marked as a MODIFICATION or WITHDRAWAL of the bid. Requests for withdrawal after the bid opening will only be granted upon proof of undue hardship and may result in the forfeiture of any bid security. Any withdrawal after the bid opening shall be allowed solely at the City's discretion.

i.16 **DEBARMENT DISCLOSURE.** If the vendor submitting this bid has been debarred, suspended, or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any federal, state, or local government, or if any such preclusion from participation from any public procurement activity is currently pending, the bidder shall include a letter with its bid identifying the name and address of the governmental unit, the effective date of this suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances including the details enumerated above must be provided. A bid from a bidder who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity may be rejected.

i.17 **RESERVATIONS.** The City reserves the right to reject any or all bids or any part thereof; to rebid the solicitation; to reject non-responsive or non-responsible bids; to reject unbalanced bids; to reject bids where the terms, prices, and/or awards are conditioned upon another event; to reject individual bids for failure to meet any requirement; to award by item, part or portion of an item, group of items, or total; to make multiple awards; to waive minor irregularities, defects, omissions, technicalities or form errors in any bid. The City may seek clarification of the bid from bidder at any time, and failure to respond is cause for rejection. Submission of a bid confers on bidder no right to an award or to a subsequent contract. The City is charged by its Charter to make an award that is in the best interest of the City. All decisions on compliance, evaluation, terms and conditions shall be made solely at the City's discretion and made to favor the City. No binding contract will exist between the bidder and the City until the City executes a written contract or purchase order.

i.18 **OFFICIAL SOLICITATION DOCUMENT.** Changes to the solicitation document made by a bidder may not be acknowledged or accepted by the City. Award or execution of a contract does not constitute acceptance of a changed term, condition or specification unless specifically acknowledged and agreed to by the City. The copy maintained and published by the City shall be the official solicitation document.

i.19 **COPYING OF BIDS.** Bidder hereby grants the City permission to copy all parts of its bid, including without limitation any documents and/or materials copyrighted by the bidder. The City's right to copy shall be for internal use in evaluating the proposal.

i.20 **CONTRACTOR ETHICS.** It is the policy of the City to promote courtesy, fairness, impartiality, integrity, service, professionalism, economy, and government by law in the Procurement process. The responsibility for implementing this policy rests with each individual who participates in the Procurement process, including Respondents and Contractors.

To achieve the purpose of this Article, it is essential that Respondents and Contractors doing business with the City also observe the ethical standards prescribed herein. It shall be a breach of ethical standards to:

a. Exert any effort to influence any City employee or agent to breach the standards of ethical conduct.

b. Intentionally invoice any amount greater than provided in Contract or to invoice for Materials or Services not provided.

c. Intentionally offer or provide sub-standard Materials or Services or to intentionally not comply with any term, condition, specification or other requirement of a City Contract.

i.21 **GIFTS.** The City will accept no gifts, gratuities or advertising products from bidders or prospective bidders and affiliates. The City may request product samples from vendors for product evaluation.

i.22 **PROTESTS AND APPEALS.** If a Respondent believes there is a mistake, impropriety, or defect in the solicitation, believes the City improperly rejected its proposal, and/or believes the selected proposal is not in the City's best interests, the Respondent may submit a written protest. All protests and appeals are governed by the City of Mesa Procurement Rules ("Procurement Rules"). Please see the Procurement Rules for more information; if there exists any discrepancy in this Section i.22 and the Procurement Rules, the language of the Procurement Rules controls.

Protests based upon alleged mistake, impropriety, or defect in a solicitation that is apparent before the bid opening must be filed with the Procurement Officer no later than 6:00 p.m. four (4) calendar days before Bid Opening. Protests that only become apparent after the Bid Opening must be filed within the earlier of seven (7) calendar days after: (i) the protestor knows or should have known the basis of the protest; or (ii) the date the City issues a Notice of Intent to Award. Protests that only become apparent after the City issues a Notice of Intent to Award must be filed within seven (7) calendar days after the protestor knows or should have known the basis of the protest; however, no protest may be filed later than seven (7) calendar days after contract execution.

A protestor must file the protest with the Procurement Officer. Only written protests submitted in accordance with the Procurement Rules, within the time allowed, that are based on legal and/or factual grounds will be considered. The Procurement Officer will issue a written decision.

A protestor has the right to appeal the decision of the Procurement Officer to the City Manager or designee. Appeals must be filed with the Chief Procurement Officer within seven (7) calendar days after the date the decision is received by the protestor. The appeal must be in accordance with the Procurement Rules and be based on factual or legal errors in the Procurement Officer's decision, not simply a disagreement with that decision.

The City Manager or designee will review the record and all documents submitted to the Procurement Officer to determine whether the decision should be sustained. The City Manager, at his/her sole discretion, has the option of referring the appeal to a hearing officer. The City Manager or designee will issue a written response to the appeal and this determination is final.

Protest and appeal responses will be made by the City in a timely manner. The Procurement Officer will have the sole discretion to stay the contract process until a protest or appeal is resolved. Concerns raised seven (7) calendar days or more after execution of the contract are not subject to this protest/appeal process. Protests and appeals that do not follow the processes contained in this section will be rejected.

Address Protests and Appeals to:

PROCUREMENT OFFICER:
Matt Bauer
Procurement Administrator
20 East Main Street, Suite 400
PO Box 1466
Mesa, Arizona 85211-1466
Fax: (480) 644-2655

CHIEF PROCUREMENT OFFICER:
Edward Quedens
Business Services Department Director
20 East Main Street, Suite 450
PO Box 1466
Mesa, Arizona 85211-1466
Fax: (480) 644-2687

i.23 **EVALUATION PROCESS.** Bids will be reviewed by a screening committee comprised of City employees and/or authorized agents. The City staff may or may not initiate discussions with bidders for clarification purposes. Clarification is not an opportunity to change the bid. Bidders shall not initiate discussions with any City employee or official.

i.24 **PRESENTATIONS/INTERVIEWS.** The bidder must provide a formal presentation/interview upon request.

i.25 **CRITERIA FOR EVALUATION AND AWARD.** The City evaluates three categories of information: responsiveness, responsibility, and price. All bids must meet the following responsiveness and responsibility criteria.

a) Responsiveness. The City will determine whether the bid complies with the instructions for submitting bids including completeness of bid which encompasses the inclusion of all required attachments and submissions. The City must reject any bids that are submitted late. Failure to meet other requirements may result in rejection.

b) Responsibility. The City will determine whether the bidder is one with whom it can or should do business. Factors that the City may evaluate to determine "responsibility" include, but are not limited to: excessively high or low priced bids, past performance, references (including those found outside the bid), compliance with applicable laws-including tax laws, bidder's record of performance and integrity- e.g. has the bidder been delinquent or unfaithful to any contract with the City, whether the bidder is qualified legally to contract with the City, financial stability and the perceived ability to perform completely as specified. A bidder must at all times have financial resources sufficient, in the opinion of the City, to ensure performance of the contract and must provide proof upon request. City staff may also use Dun & Bradstreet and/or any generally available industry information. The City reserves the right to inspect and review bidder's facilities, equipment and personnel and those of any identified subcontractors. The City will determine whether any failure to supply information, or the quality of the information, will result in rejection.

c) Price. We will then evaluate the bids that have met the requirements above.

d) Those vendors supplying quotes, bids or proposal who have Mesa Transaction Privilege Tax license and who would be charging Mesa City TPT on the invoice if awarded, will have 1.75% removed from the taxable (item(s) for the purpose of award evaluation. Awarded vendors shall charge the full amount of tax on their invoice(s).

This consideration does not apply to:

- Construction procurements or any other procurement done using Arizona Revised Statutes Title 34 processes.
- Purchases using Federal or other funds where the agreement that provided the funds precludes any local consideration or preference.

i.26 **COST JUSTIFICATION.** In the event only one response is received, the City may require that the bidder submit a cost proposal in sufficient detail for the City to perform a cost/price analysis to determine if the bid price is fair and reasonable.

i.27 **CONTRACT NEGOTIATIONS AND ACCEPTANCE.** Bidder must be prepared for the City to accept the bid as submitted. If bidder fails to sign all documents necessary to successfully execute the final contract within a reasonable time as specified, or negotiations do not result in an acceptable agreement, the City may reject bid or revoke the award, and may begin negotiations with another bidder. Final contract terms must be approved or signed by the appropriately authorized City official(s). No binding contract will exist between the bidder and the City until the City executes a written contract or purchase order.

i.28 **NOTICE OF INTENT TO AWARD.** Notices of the City's intent to award a Contract are posted to the Purchasing Division's website before 6:00 PM local time on Wednesdays. If Wednesday is a holiday observed by the City, Notice will be posted on Tuesday.

It is the bidder's responsibility to check the City of Mesa's Purchasing website at www.mesaaz.gov/purchasing to view Purchasing's Intent to Award notices. This is the only notification you will receive regarding the City's intent to award a contract related to this solicitation.

S.1 **INDEPENDENT CONTRACTOR.** It is expressly understood that the relationship of Contractor to the City shall be that of an independent contractor.

S.2 **SUBCONTRACTING.** Contractor may not subcontract work without the express written permission of the City. If Contractor has received authorization to subcontract work, it is agreed that all subcontractors performing work under the Agreement shall comply with its provisions. Further, all agreements between Contractor and its subcontractors shall provide that the terms and conditions of this Agreement be incorporated therein.

S.3 **ASSIGNMENT.** This Agreement may not be assigned either in whole or in part without first receiving the City's written consent. Any attempted assignment, either in whole or in part, without such consent shall be null and void and in such event the City shall have the right at its option to terminate the Agreement. No granting of consent to any assignment shall relieve Contractor from any of its obligations and liabilities under the Agreement.

S.4 **SUCCESSORS AND ASSIGNS, BINDING EFFECT.** This Agreement shall be binding upon and inure to the benefit of the parties and their respective permitted successors and assigns.

S.5 **NO THIRD PARTY BENEFICIARIES.** This Agreement is intended for the exclusive benefit of the parties. Nothing set forth in this Agreement is intended to create, or shall create, any benefits, rights, or responsibilities in any third parties.

S.6 **NON- EXCLUSIVITY.** The City, in its sole discretion, reserves the right to request the Materials or Services set forth herein from other sources when deemed necessary and appropriate. No exclusive rights are encompassed through this Agreement.

S.7 **AMENDMENTS.** There shall be no oral changes to this Agreement. This Agreement shall only be modified in a writing signed by both parties. No charge for extra work or material will be allowed unless approved in writing, in advance, by the City and Contractor.

S.8 **TIME OF THE ESSENCE.** Time is of the essence to the performance of the parties' obligations under this Agreement.

S.9 **COMPLIANCE WITH APPLICABLE LAWS.**

a. **General.** Contractor shall procure all permits and licenses, and pay all charges and fees necessary and incidental to the lawful conduct of business. Contractor must stay fully informed of existing and future Federal, State and local laws, ordinances, and regulations that in any manner affect the fulfillment of this Agreement and shall comply with the same at its own expense. Contractor bears full responsibility for training, safety, and providing necessary equipment for all Contractor Personnel to achieve compliance prior to the Effective Date. Upon request, Contractor shall demonstrate to the City's satisfaction any programs, procedures, and other activities used to ensure compliance.

b. **Drug-Free Workplace.** Contractor is hereby advised that the City has adopted a policy establishing a drug-free workplace for itself and those doing business with the City to ensure the safety and health of all persons working on City contracts and projects. Contractor shall require a drug-free workplace for all Contractor Personnel working under this Agreement. Specifically, all Contractor Personnel who are working under this Agreement shall be notified in writing by Contractor that they are prohibited from the manufacture, distribution, dispensation, possession, or unlawful use of a controlled substance in the workplace. Contractor agrees to prohibit the use of intoxicating substances by all Contractor Personnel and shall ensure that Contractor Personnel do not use or possess illegal drugs while in the course of performing their duties.

c. **Federal and State Immigration Laws.** Contractor agrees to comply with the Immigration Reform and Control Act of 1986 (IRCA) in performance under this Agreement and to permit the City or its agents to inspect applicable personnel records to verify such compliance. Contractor shall ensure and keep appropriate records to demonstrate that all Contractor Personnel have a legal right to live and work in the United States.

(i) Under the provisions of A.R.S. § 41-4401, Contractor hereby warrants to the City that Contractor and each of its subcontractors will comply with, and are contractually obligated to comply with, all Federal Immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A) (hereinafter "Contractor Immigration Warranty").

(ii) A breach of the Contractor Immigration Warranty shall constitute a material breach of this Agreement and shall subject Contractor to penalties up to and including termination of this Agreement at the sole discretion of the City.

(iii) The City retains the right to inspect the papers of all Contractor Personnel who provides Services under this Agreement to ensure that Contractor or its subcontractors are complying with the Contractor Immigration Warranty. Contractor agrees to assist the City in regard to any such inspections.

(iv) The City may, at its sole discretion, conduct random verification of the employment records of Contractor and any subcontractor to ensure compliance with the Contractor Immigration Warranty. Contractor agrees to assist the City in regard to any random verification performed.

(v) Neither Contractor nor any subcontractor shall be deemed to have materially breached the Contractor Immigration Warranty if Contractor or subcontractor establishes that it has complied with the employment verification provisions prescribed by sections 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. § 23-214 (A).

d. **Nondiscrimination.** Contractor represents and warrants that it does not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, or disability, and represents and warrants that it complies with all applicable Federal, State and local laws and executive orders regarding employment. Contractor and Contractor Personnel will comply with applicable provisions of Title VII of the U.S. Civil Rights Act of 1964, as amended, section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.) and applicable rules in performance under this Agreement.

e. **State Sponsors of Terrorism Prohibition.** Per A.R.S. §35-392, the Contractor shall not be in violation of section 6(j) of the Federal Export Administration Act and subsequently prohibited by the State of Arizona from selling goods of services to the City.

S.10 **SALES/USE TAX, OTHER TAXES.**

a. Contractor shall be responsible for payment of all taxes including Federal, State, and local taxes related to or arising out of Contractor's Services under this Agreement, including by way of illustration but not limitation, Federal and State income tax, social security tax, unemployment insurance taxes, and any other taxes or business license fees as required.

b. The City is exempt from paying certain Federal Excise Taxes and will furnish an exemption certificate upon request. The City is <u>not</u> exempt from State and local sales/use taxes.

S.11 **AMOUNTS DUE THE CITY.** Contractor must be current and remain current in all obligations due to the City during the performance of Services under the Agreement. Payments to Contractor may be offset by any delinquent amounts due the City or fees and charges owed to the City.

S.12 **PUBLIC RECORDS.** Contractor acknowledges that the City is a public entity, subject to Arizona's public records laws (A.R.S. § 39-121 et. seq.) and that any documents related to this Agreement may be subject to disclosure pursuant to State law in response to a public records request or to subpoena or other judicial process.

S.13 **AUDITS AND RECORDS.** Contractor shall preserve the records related to this Agreement for five (5) years after completion of the Agreement. The City or its authorized agent reserves the right to inspect any records related to the performance of work specified herein. In addition, the City may inspect any and all payroll, billing or other relevant records kept by Contractor in relation to the Agreement. Contractor shall permit such inspections and audits during normal business

hours and upon reasonable notice by the City. The audit of records may occur at Contractor's place of business or at City offices, as determined by the City.

S.14 **BACKGROUND CHECK.** The City may conduct criminal, driver history, and all other requested background checks of Contractor Personnel who would perform Services under the Agreement or who will have access to the City's information, data, or facilities in accordance with the City's current background check policies. Any officer, employee, or agent that fails the background check must be replaced immediately.

S.15 **SECURITY CLEARANCE AND REMOVAL OF CONTRACTOR PERSONNEL.** The City shall have final authority, based on security reasons: (i) to determine when security clearance of Contractor Personnel is required; (ii) to determine the nature of the security clearance, up to and including fingerprinting Contractor Personnel; and (iii) to determine whether or not any individual or entity may provide Services under this Agreement. If the City objects to any Contractor Personnel for any reasonable cause, then Contractor shall, upon notice from the City, remove any such individual from performance of Services.

S.16 **DEFAULT.**

a. A party shall be in default if that party:

(i) Is or becomes insolvent or is a party to any voluntary bankruptcy or receivership proceeding, makes an assignment for a creditor, or there is any similar action that affects Contractor's capability to perform under the Agreement;

(ii) Is the subject of a petition for involuntary bankruptcy not removed within 60 Days;

(iii) Conducts business in an unethical or illegal manner; or

(iv) Fails to carry out any term, promise, or condition of the Agreement.

b. Whenever the City in good faith has reason to question Contractor's intent to perform, the former party may demand that the other party give a written assurance of its intent to perform. In the event that the demand is made and no written assurance is given within 5 Days, the demanding party may treat this failure as an anticipatory repudiation of the Agreement.

S.17 **REMEDIES.** The remedies set forth in this Agreement are not exclusive. Election of one remedy shall not preclude the use of other remedies. In the event of default:

a. The non-defaulting party may terminate the Agreement, and the termination shall be effective immediately or at such other date as specified by the terminating party.

b. The City may purchase the services required under the Agreement from the open market, complete required work itself, or have it completed at the expense of Contractor. If the cost of obtaining substitute services exceeds the contract price, the City may recover the excess cost by (i) requiring immediate reimbursement to the City (ii) deduction from an unpaid balance due to Contractor; (iii) collection against the proposal and/or performance security; if any; (iv) collection against liquidated damages (if applicable); or (v) a combination of the aforementioned remedies or other remedies as provided by law. Costs includes any and all, fees, and expenses incurred in obtaining substitute services and expended in obtaining reimbursement, including but not limited to administrative expenses, attorneys' fees, and costs.

c. The non-defaulting party shall have all other rights granted under this Agreement and all rights at law or in equity that may be available to it.

d. Neither party shall be liable for incidental, special, or consequential damages.

S.18 **CONTINUATION DURING DISPUTES.** Contractor agrees that during any dispute between the parties, Contractor will continue to perform its obligations until the dispute is settled, instructed to cease performance by the City, enjoined or prohibited by judicial action, or otherwise required or obligated to cease performance by other provisions in this Agreement.

S.19 **TERMINATION FOR CONVENIENCE.** The City reserves the right to terminate this Agreement in part or in whole upon thirty (30) Days written notice.

S.20 **TERMINATION FOR CONFLICT OF INTEREST (A.R.S. § 38-511).** Pursuant to A.R.S. § 38-511, the City may cancel this Agreement within 3 years after its execution, without penalty or further obligation, if any person significantly involved in initiating, securing, drafting, or creating the Agreement for the City becomes an employee or agent of Contractor.

S.21 **TERMINATION FOR NON-APPROPRIATION AND MODIFICATION FOR BUDGETARY CONSTRAINT.** The City is a governmental agency which relies upon the appropriation of funds by its governing body to satisfy its obligations. If the City reasonably determines that it does not have funds to meet its obligations under this Agreement, the City shall have the right to terminate the Agreement without penalty on the last Day of the fiscal period for which funds were legally available. In the event of such termination, the City agrees to provide written notice of its intent to terminate 30 Days prior to the stated termination date.

S.22 **PAYMENT TO CONTRACTOR UPON TERMINATION.** Upon termination of this Agreement, Contractor shall be entitled only to payment for those Services performed up to the date of termination, and any authorized expenses already incurred up to such date of termination. The City shall make final payment within thirty (30) Days after the City has both completed its appraisal of the Materials and Services provided and received Contractor's properly prepared invoice.

S.23 **NON-WAIVER OF RIGHTS.** There shall be no waiver of any provision of this agreement unless approved in writing and signed by the waiving party. Failure or delay to exercise any rights or remedies provided herein or by law or in equity, or the acceptance of, or payment for, any Services hereunder, shall not release the other party of any of the warranties or other obligations of the Agreement and shall not be deemed a waiver of any such rights or remedies.

S.24 **INDEMNIFICATION/LIABILITY.**

a. Indemnification, General. To the fullest extent permitted by Law, Contractor agrees to defend, indemnify, and hold the City, its officers, agents, and employees, harmless from and against any and all liabilities, demands, claims, suits, losses, damages, causes of action, fines or judgments, including costs, attorneys', witnesses', and expert witnesses' fees, and expenses incident thereto, relating to, arising out of, or resulting from: (i) the Services provided by Contractor Personnel under this Agreement; (ii) any negligent acts, errors, mistakes or omissions by Contractor or Contractor Personnel; and (iii) Contractor or Contractor Personnel's failure to comply with or fulfill the obligations established by this Agreement.

b. Contractor shall update the City during the course of the litigation to timely notify the City of any issues that may involve the independent negligence of the City that is not covered by this indemnification.

c. The City assumes no liability for actions of Contractor and shall not indemnify or hold Contractor or any third-party harmless for claims based on this Agreement or use of Contractor-provided supplies or services.

S.25 **WARRANTY.** Contractor warrants that all Services will be performed in a good, workman-like and professional manner. If any Materials or Services are of a substandard or unsatisfactory manner as determined by the City, Contractor, at no additional charge to the City, will provide Materials or redo such Services until in accordance with this Agreement and to the City's reasonable satisfaction.

Unless otherwise agreed, the Contractor warrants that Materials shall be new, unused, of most current manufacture and not discontinued, shall be free of defects in materials and workmanship, shall be provided in accordance with manufacturer's standard warranty for at least one (1) year unless otherwise specified, and shall perform in accordance with manufacturer's published specifications.

S.26 **THE CITY'S RIGHT TO RECOVER AGAINST THIRD PARTIES.** Contractor shall do nothing to prejudice the City's right to recover against third parties for any loss, destruction, or damage to City property, and shall at the City's request and expense, furnish to the City reasonable assistance and cooperation, including assistance in the prosecution or defense of suit and the execution of instruments of assignment in favor of the City in obtaining recovery.

S.27 **NO GUARANTEE OF WORK.** Contractor acknowledges and agrees that it is not entitled to deliver any specific amount of Materials or Services or any Materials or Services at all under this Agreement and acknowledges and agrees that the Materials or Services will be requested by the City on an as needed basis at the sole discretion of the City. Any document referencing quantities or performance frequencies represent the City's best estimate of current requirements, but shall not bind it to purchase, accept, or pay for Materials or Services which exceed its actual needs.

S.28 **OWNERSHIP.** All deliverables, Services, and information provided by Contractor or the City pursuant to this Agreement (whether electronically or manually generated) including without limitation, reports, test plans, and survey results, graphics, and technical tables, originally prepared in the performance of this Agreement, are the property of the City and shall not be used or released by Contractor or any other person except with prior written permission by the City.

S.29 **USE OF NAME.** Contractor shall not use the name of the City of Mesa in any advertising or publicity without obtaining the prior written consent of the City.

S.30 **CONFLICT OF INTEREST.** Pursuant to A.R.S. § 38-504, a current or former public officer or employee within the last twelve (12) months shall not represent another organization before the City on any matter for which the officer or employee was directly concerned and personally participated in during their service or employment or over which they had a substantial or material administrative discretion. Further, while employed by the City and for two (2) years thereafter, public officers or employees are prohibited from disclosing or using, without appropriate authorization, any confidential information acquired by such personnel in the course of his or her official duties at the City.

S.31 **FOB POINT.** All deliveries shall be FOB destination, freight prepaid and allowed unless otherwise agreed. Freight charged/terms shall be as agreed.

S.32 **RISK OF LOSS.** Contractor agrees to bear all risks of loss, injury, or destruction of goods or equipment incidental to providing these Services and such loss, injury, or destruction shall not release Contractor from any obligation hereunder.

S.33 **SAFEGUARDING CITY PROPERTY.** The Contractor will be responsible for any damage to City Real property or damage or loss of City Personal Property when such property is the responsibility of or in the custody of the Contractor or its employees.

S.34 **WARRANTY OF RIGHTS.** The Contractor warrants it has title to, or the right to allow the City to use, the Materials and Services being provided and that the City may use same without suit, trouble or hindrance from the Contractor or third parties.

S.35 **PROPRIETARY RIGHTS INDEMNIFICATION.** Without limiting the foregoing, Contractor shall, without limitation, at its expense defend the City against all claims asserted by any person that anything provided by Contractor infringes a patent, copyright, trade secret or other intellectual property right and shall, without limitation, pay the costs, damages and attorneys' fees awarded against the City in any such action, or pay any settlement of such action or claim. Each party agrees to notify the other promptly of any matters to which this provision may apply and to cooperate with each other in connection with such defense or settlement. If a preliminary or final judgment shall be obtained against the City's use or operation of the items provided by Contractor hereunder or any part thereof by reason of any alleged infringement, Contractor shall, at its expense and without limitation, either (a) modify the item so that it becomes non-infringing; or (b) procure for the City the right to continue to use the item; or (c) substitute for the infringing item other item(s) having at least equivalent capability; or (d) refund to the City an amount equal to the price paid, less reasonable usage, from the time of installation acceptance through cessation of

use, which amount shall be calculated on a useful life not less than 5 years, and plus any additional costs the City may incur to acquire substitute supplies or services.

S.36 **CONTRACT ADMINISTRATION.** The contract shall be administered by the Purchasing Administrator and/or an authorized representative from the using department. All questions regarding the contract shall be referred to an administrator for resolution. Supplements may be written to the contract for the addition or deletion of services. Payment will be negotiated and determined by the Contract Administrator(s).

S.37 **FORCE MAJEURE.** Failure by either party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control, including acts of nature, acts of the public enemy, riots, fire, explosion, legislation, and governmental regulation. The party whose performance is so affected shall within 5 Days notify the other party of all pertinent facts and identify the force majeure event. The party whose performance is so affected shall also take all reasonable steps, promptly and diligently, to prevent such causes if it is feasible to do so, or to minimize or eliminate the effect thereof. The delivery or performance date shall be extended for a period equal to the time lost by reason of delay, plus such additional time as may be reasonably necessary to overcome the effect of the delay, provided however, under no circumstances shall delays caused by a force majeure extend beyond one hundred-twenty (120) Days from the scheduled delivery or completion date of a task.

S.38 **COOPERATIVE USE OF CONTRACT.** The City has entered into various cooperative purchasing agreements with other Arizona government agencies, including the Strategic Alliance for Volume Expenditures (SAVE) cooperative. Any contract may be extended for use by other municipalities, school districts and government agencies in the State of Arizona with the approval of the Contractor. Any such usage by other entities must be in accordance with the statutes, codes, ordinances, charter and/or procurement rules and regulations of the respective government agency.

If required to provide services on a school district property at least five (5) times during a month, Contractor shall submit a full set of fingerprints to the school district in accordance with A.R.S. 15-512 of each person or employee who may provide such service. The district shall conduct a fingerprint check in accordance with A.R.S. 41-1750 and Public law 92-544 of all contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the District. Additionally, the Contractor shall comply with the governing body fingerprinting policies of each individual school district/public entity. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

Orders placed by other agencies and payment thereof will be the sole responsibility of that agency. The City shall not be responsible for any disputes arising out of transactions made by others.

S.39 **FUEL CHARGES AND PRICE INCREASES.** No fuel surcharges will be accepted. No price increases will be accepted without proper request by Contractor and response by the City's Purchasing Division.

S.40 **NOTICES.** All notices to be given pursuant to this Agreement shall be delivered to the parties at their respective addresses. Notices may be (i) personally delivered; (ii) sent via certified or registered mail, postage prepaid; (iii) sent via overnight courier; or sent via facsimile. If provided by personal delivery, receipt shall be deemed effective upon delivery. If sent via certified or registered mail, receipt shall be deemed effective 3 Days after being deposited in the United States mail. If sent via overnight courier or facsimile, receipt shall be deemed effective 2 Days after the sending thereof.

S.41 **GOVERNING LAW, FORUM.** This Agreement shall be governed by the laws of the State of Arizona. The exclusive forum selected for any proceeding or suit in law or equity arising from or incident to this Agreement shall be Maricopa County, Arizona.

S.42 **INTEGRATION CLAUSE.** This Agreement, including all attachments and exhibits hereto, shall supersede all prior oral or written agreements, if any, between the parties, and shall constitute the entire agreement between the parties with respect to the work to be performed.

S.43 **PROVISIONS REQUIRED BY LAW.** Any provision required by law to be in this Agreement is a part of this Agreement as if fully stated in it.

S.44 **SEVERABILITY.** If any provision of this Agreement is declared void or unenforceable, such provision shall be severed from this Agreement, which shall otherwise remain in full force and effect. The parties will negotiate diligently in good faith for such amendment(s) of this Agreement as may be necessary to achieve the original intent of this Agreement, notwithstanding such invalidity or unenforceability.

S.45 **SURVIVING PROVISIONS.** Notwithstanding any completion, termination, or other expiration of this Agreement, all provisions which, by the terms of reasonable interpretation thereof, set forth rights and obligations that extend beyond completion, termination, or other expiration of this Agreement, shall survive and remain in full force and effect. Except as specifically provided in this Agreement, completion, Termination, or other expiration of this Agreement shall not release any party from any liability or obligation arising prior to the date of termination.

1. **PROJECT MISSION.** The City of Mesa is dedicated to providing superior services to its customers in order to improve the quality of life for Mesa residents, businesses and visitors. The City is looking for vendors who share that dedication and will help the City meet that goal.

2. **MULTI-AGENCY PROCUREMENT.** The following agencies have given their express intent to purchase from the resulting contract. Any and all S.A.V.E. members may also purchase from the resulting contract.

   - Town of Queen Creek
   - Town of Gilbert
   - Peoria Unified School District #11
   - City of Sierra Vista
   - Mohave County
   - Marana Unified School District
   - City of Glendale
   - City of Peoria

3. **BACKGROUND.** The City of Mesa has tried to consolidate the majority of its chemical contracts into one contract. Although the plan is to start this contract on July 1, 2014, Mesa's existing contract for Sodium Hypochlorite (Technical Specifications, Item #2) does not expire until February 28, 2015. Mesa's portion of the contract will begin on March 2, 2015. This will not affect the start date for other agencies listed under this chemical.

4. **SCOPE OF WORK.** The City of Mesa (COM) Water Resources Department wishes to combine the majority of the water treatment chemicals under one contract. Several other Departments within the City of Mesa have requested that their chemical needs be incorporated into this solicitation as well as other participating agencies. The first term of this contract shall be segmented depending on any existing contracts expiry date.

   Most items on the contracts shall begin on July 1, 2014, however due to existing contracts the ordering of some chemicals may be delayed as much as seven (7) months. For COM use, all contract extensions shall be the periods from July 1 through June 30.

   Locations and storage capacities for each chemical are listed however they are subject to change at any time.

   See Technical Specifications for quantities and types of chemicals. Bidders should submit MSDS sheets for each chemical offered.

   Most of the chemicals used in the City of Mesa's Water Treatment Facilities, Water Reclamation Facilities and Distribution Systems for the manufacturing and processing operation are exempt from transaction privilege taxes. Liquid, solid, or gaseous chemicals used in manufacturing or process operations are exempt from transaction privilege taxes if: 1) the chemical involves direct contact with materials for the purpose of causing or permitting a chemical or physical change to occur in the materials as part of the production process; or 2) the chemical is used directly to meet Federal or State rules and regulations to prevent, monitor, control or reduce land, water or air pollution. Arizona Form 5000 (Transaction Privilege Tax Exemption Certificate) is available upon request.

5. **AWARD.** It is not expected that any one vendor can provide all of the chemical needs of the City. Each of the line items will be awarded separately. There are chemicals for the treatment of drinking water, reclaimed water and swimming pools.

   There are a few line items that the City may decide to award a Primary vendor and a Secondary vendor due to the urgent needs and tight delivery schedules of the treatment plants. The

Secondary vendor would be used if the Primary vendor can not deliver the specified product in the time frame specified.

6. **INSURANCE REQUIREMENTS.**

Contractor shall maintain coverage for all general, contractual and products liability risks normally associated with the goods and materials and/or services covered by this contract.

The Contractor shall maintain at all times during the term of this contract, a minimum amount of $3 million per occurrence/$5 million aggregate Commercial General Liability insurance, including Contractual Liability. For General Liability insurance, the City of Mesa, their agents, officials, volunteers, officers, elected officials or employees shall be named as additional insured, as evidenced by providing an additional insured endorsement..

The Contractor shall maintain at all times during the term of this contract, a minimum amount of $1 million per occurrence Automobile Liability insurance.

The Contractor shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statute.

Prior to the execution of the Contract, the Contractor shall provide the City with a Certificate of Insurance (using appropriate ACORD certificate) SIGNED by the Issuer, applicable endorsements, and the City reserves the right to request additional copies of any or all of the above policies, endorsements, or notices relating thereto.

When the City requires a Certificate of Insurance to be furnished, the Contractor's insurance shall be primary of all other sources available. When the City is a certificate holder, the Contractor agrees that no policy shall expire, be canceled or materially changed to affect the coverage available without advance written notice to the City.

"Waiver of Subrogation. The policies required by this agreement (or contract) shall contain a waiver of transfer rights of recovery (subrogation) against City, its agents, representatives, directors, elected officials, officers, employees, and volunteers for any claims arising out of the work of Contractor."

All insurance certificates and applicable endorsements are subject to review and approval by the City's Risk Manager.

1. SODIUM HYDROXIDE (CAUSTIC SODA), 25%

A. The following is the minimum specification for Caustic Soda:

1) The material is to meet the American Water Works Association (AWWA) Standard B501-03, latest revision.

2) The material shall contain approximately 25% ± 1 Sodium Hydroxide (NaOH).

3) The sodium hydroxide supplied shall contain no soluble material or organic substances in quantities capable of producing deleterious or injurious effects on the health of those consuming water that has been treated properly with the sodium hydroxide.

B. Bidder shall include with bid the formula used to calculate dry weight from gallons/wet weight.

C. Pricing to be per gallon.

D. Delivery:

1) The trucks shall be self-unloading and be equipped with delivery hoses with 2" & 1 ½" female quick disconnects.

2) Shipments shall be made in tank trucks that do not degrade the Caustic Soda.

3) The supplier must provide an "Affidavit of Compliance" that the material complies with the American Water Works Association (AWWA) B501-03 standard.

4) Material Safety Data sheets (MSDS) will be provided with each delivery.

5) Deliveries shall be between the hours of 7:30 AM and 3:00 PM, Mon – Fri, unless otherwise specified.

6) Delivery shall be made within five (5) days of an order.

E. Delivery locations and storage capacities are:

1) COM Northwest Water Reclamation Plant (NWWRP) 11,000 gallons
960 N. Riverview, Mesa, AZ 85201

2) COM Southeast Water Reclamation Plant (SEWRP) 6,000 gallons
6308 E. Baseline Rd., Mesa, AZ 85206

3) COM Greenfield Water Reclamation Plant (GWRP) 20,000 gallons (in 3 storage tanks)
4400 S. Greenfield, Rd., Gilbert, AZ 85296

4) Ironwood High School (Peoria Unified School District #11) 300 gallons
6051 W. Sweetwater Ave.
Glendale, AZ 85304

5) Cactus High School (Peoria Unified School District #11) 150 gallons
6330 W. Greenway Rd.
Glendale, AZ 85306

6) North Water Treatment Plant (NWTP) (Town of Gilbert) 10,000 gallons
2865 E Guadalupe Rd – Gilbert, AZ 85234
Town of Gilbert delivery hours: 6:00 AM and 2:30 PM, Mon - Fri

F. Approximate Annual Requirements: 195,525 gallons (City of Mesa - 186,000 gallons; Peoria Unified School District #11- 525 gallons; Town of Gilbert – 9,000 gallons)

2. SODIUM HYPOCHLORITE

A. Following is the minimum specification for Sodium Hypochlorite:

1) The Sodium Hypochlorite shall be suitable for use in wastewater treatment and meet the following criteria:

a)	NaOCl by weight	12.5% min.
b)	Excess NaOH	1.0% max.
c)	Alkalinity	1.5% max.

B. Each bidder shall supply the chemical analysis of the proposed solution with the bid and also on a semi-annual basis.

C. Award:
1) The City reserves the right to award primary and secondary contracts for this product in order to assure continuity of supply. The secondary contract(s) will be used if the primary supplier is unable to fill a particular delivery request within five (5) working days.

D. Pricing to be per gallon.

E. Delivery:
1) The City shall expect any contractor to accept only those orders which can be delivered within the time frame requested. If deliveries consistently (50% or more) do not meet the five working day time frame, the City reserves the right to utilize the alternate supplier for the remainder of the contract.

2) The contractor shall be able to deliver a minimum of 1,500 gallons to each site by tank truck. Trucks shall be equipped with pumps and hoses, 2" female quick disconnect, to transfer the chemical.

3) Delivery truck drivers shall be equipped with the proper personal protective equipment (apron, goggles, face shield, gloves) for use during off-loading.

4) Delivery truck drivers shall stop at the administration building to sign-in, and have plant duty operator paged for assistance.

5) The delivery truck driver and the plant operator shall together confirm the specific chemical and quantity being delivered and confirm that the chemical is being delivered to a tank with the same chemical as that in the delivery truck.

6) Material Safety Data sheets (MSDS) will be provided with each delivery.

7) Deliveries shall be made on weekdays between 7:30 am and 2:00 pm. No deliveries will be accepted on weekends or City holidays. Deliveries must arrive with sufficient time to unload before 3:00 pm MST.

F. Delivery locations and storage capacities are:

1)	COM Northwest Water Reclamation Plant 960 N. Riverview - Mesa, AZ	16,000 Gallons
2)	COM Southeast Water Reclamation Plant 6308 E. Baseline Road - Mesa, AZ	10,000 Gallons
3)	COM Greenfield Water Reclamation Plant 4400 S. Greenfield Road - Gilbert, AZ	41,000 Gallons
4)	COM Brown Road Water Treatment Plant (BRWTP) 7750 E. Brown Road - Mesa, AZ 85207	No Bulk Storage – Orders occasionally
5)	City of Sierra Vista 2900 Martin Luther King Drive Sierra Vista, AZ 85635	1,000 Gallons
6)	Beardsley Water Reclamation Facility (City of Peoria) 19980 N. 111th Ave., Peoria, Arizona 85382	

7) Butler Influent Pump Station (City of Peoria)
9976 W Northern Avenue 85345

8) Butler Water Reclmation Facility (City of Peoria)
8660 N. 79th Avenue, Peoria, Arizona 85345

9) Jomax Water Reclamation Facility (City of Peoria)
12483 W. Jomax Rd., Peoria, Arizona 85383

10) Field Ops (City of Peoria)
8850 N. 79th Ave., Peoria, Arizona 85345

11) Field Ops Water Production (City of Peoria)
8850 N. 79th Ave., Peoria, Arizona 85345

12) Quintero Water Treatment Plant (City of Peoria)
16194 Iron Age Drive, Peoria, Arizona 85373

G. Approximate Annual Requirements: 1,050,030 gallons (City of Mesa - 550,000 gallons; City of Sierra Vista – 2,500 gallons; City of Glendale – 497,530 gallons)

3. FERROUS CHLORIDE, LIQUID

A. Following is the minimum specification for Liquid Ferrous Chloride:

1) The Liquid Ferrous Chloride shall be suitable for use in wastewater treatment and meet the following criteria:

a) $FeCl_2$: 27 - 35%} As performed by titration with 0.1N ceric sulfate solution, using ferroin indicator

b) $FeCl_3$: less than 1%} As performed in 1a) above

c) HCl: less than 1%

d) Heavy metals: less than 500 ppm total metals

e) Individual metals: (Ag, As, Cd, Co, Cr, Cu, Hg, Ni, Pb, Zn): less than 50 ppm each

f) Solution shall not contain particulates or organic contamination in amounts able to accumulate in inlet strainers with 1/32" perforations

B. Each bidder shall supply the mathematical conversion formula of the anhydrous material to aqueous solution with the bid. This conversion formula will be used for the duration of the contract.

C. Each bidder shall also supply the chemical analysis of the proposed solution with the bid, and also on a semi-annual basis.

D. If there are charges for split shipments or excess unloading time, charges must be explained in a separate memo attached to the pricing page and noted as an exception on the bid form.

E. Pricing to be per anhydrous ton.

F. Award: The City reserves the right to award primary and secondary contracts for this product in order to assure continuity of supply.

1) The secondary contract(s) will be used if the primary supplier is unable to fill a particular delivery request within four (4) days or if product is out of specification.

2) If deliveries consistently (10% or more) do not meet the four day time frame after an order is placed, the City reserves the right to change to the alternate supplier for the remainder of the contract.

G. Delivery:

1) The laboratory analysis confirming the percent solution shall accompany each load delivered. Each shipment delivered must be accompanied by the chemical analysis plus the volume and weight. Shipments received, which do not meet these requirements, may be refused. If particulates are found in the inlet filters, the City will have the right to refuse delivery without penalty. The City will be testing each load by ceric sulfate titration with ferroin indicator. If the company and City results are not within 10%, the City reserves the right to adjust the invoice based on the test results. Repeated violations are grounds for contract termination.

2) Material Safety Data sheets (MSDS) will be provided with each delivery.

3) The Ferrous Chloride must be delivered to any of 16 sulfide control plants located in Mesa on an "as needed" basis.

4) Deliveries are to be made on weekdays at a specified time designated by the City. No deliveries will be accepted on weekends or City holidays. Deliveries must arrive with sufficient time to unload before 3:00 p.m. M.S.T. The City shall expect any contractor to accept only those orders which can be delivered with the time frame requested above.

5) The contractor shall supply all necessary hoses and leak-proof fittings.

H. Delivery locations and storage capacities are:

1) COM Alma School Sulfide Plant 2713 South Alma School Road, Mesa, AZ	16,000 gallons
2) COM Horne Sulfide Plant 1103 South Horne Drive, Mesa, AZ	11,500 gallons
3) COM Noche De Paz Sulfide Plant 2750 West Guadalupe, Mesa, AZ	6,000 gallons
4) COM Pecos Sulfide Control Station 9231 East Pecos, Mesa, AZ	11,500 gallons
5) COM Ivyglen Sulfide Control Station 425 West Ivyglen, Mesa, AZ	16,000 gallons
6) COM Star Valley Sulfide Control Station 3820 North Shenandoah, Mesa, AZ	6,000 gallons
7) COM Southeast Sulfide Plant (inside SEWRP) 6308 East Baseline Road, Mesa, AZ	16,000 gallons
8) COM Northwest Water Reclamation Plant 960 North Riverview, Mesa, AZ	12,000 gallons
9) COM Greenfield Water Reclamation Plant 4400 South Greenfield Road, Gilbert, AZ	16,000 gallons and 4,000 gallons (separate tanks)
10) COM 6th Street Sulfide Control Station 210 East 6th Street, Mesa, AZ	16,000 gallons
11) COM Falcon Well 5 Sulfide Control Station 3522 East University, Mesa, AZ	16,000 gallons
12) COM Florian at Ellsworth 9197 East Florian, Mesa, AZ	16,000 gallons

13) COM Las Sendas 16,000 gallons
2702 North Sossaman Road, Mesa, AZ

14) COM Hermosa Vista Sulfide Control Station 6,000 gallons
4233 East Hermosa Vista Drive, Mesa, AZ

15) COM Lehi Crossing Sulfide Control Stations 8,000 gallons
2545 East Lehi Road, Mesa, AZ

16) COM Desert Place Sulfide Control Station 16,000 gallons
7119 E Elliot Road, Mesa, AZ

17) Crossroads Lift Station (Town of Gilbert) 3,000 gallons
2072 S. Greenfield Rd., Gilbert, AZ 85234

I. Approximate Annual Requirements: 1,845 anhydrous tons (City of Mesa – 1,500 anhydrous tons; Town of Gilbert – 345 anhydrous tons;)

4. ALUMINUM SULFATE, LIQUID

A. The following is the minimum specification for Liquid Aluminum Sulfate:

1) Material shall be the purified type, meeting the American Water Works Association (AWWA) Standard B-403-03, latest revision. No heavy metal shall exceed 5 ppm in the liquid sample. The alum shall contain no material in quantities capable of producing deleterious or injurious effects on the health of those consuming water that has been treated properly with aluminum sulfate.

2) The $Al_2(SO_4)_3$*$14H_2O$ concentration shall be approximately 48% with up to 1% of free acid.

3) Material of questionable quality will be analyzed by an independent laboratory. If it does not meet the specifications the supplier will be required to remit payment to the laboratory for the analysis and remove the rejected material from the plant site.

4) The City reserves the right to reject shipments that have crystallized or do not meet quality specifications.

5) A chemical analysis, which includes specific gravity and percent Al_2O_3 should be included with each shipment.

6) Contractor must provide a sample of not less than one (1) pint with each delivery in a container provided by the Contractor.

7) Product, i.e., Alum, shall not be of the "bauxite" type.

B. The bid must be accompanied by an "Affidavit of Compliance" of the material that the supplier proposes to deliver.

C. Bidder shall include with their bid the formula used to calculate dry weight from gallons/wet weight.

D. Pricing to be per dry ton.

E. Delivery:

1) Shipments shall be made in tank trucks, which will not degrade the Aluminum Sulfate.

2) The truck shall be self-unloading and be equipped with a 2" quick disconnect coupling.

3) Delivery shall be made within three (3) days of an order.

4) Material Safety Data sheets (MSDS) will be provided with each delivery.

5) Deliveries shall be between the hours of 7:30 AM and 3:00 PM, Mon – Fri, unless otherwise specified.

F. Delivery locations and storage capacities are:

1) COM Brown Road Water Treatment Plant (BRWTP) – 30,000 gallons

7750 E Brown Rd - Mesa, AZ 85207

2) Greenway Water Treatment Plant (City of Peoria)
7300 W. Greenway Rd., Peoria, Arizona 85382

G. Approximate Annual Requirements: 2,000 ton (dry wt. basis) (City of Mesa – 1,300 dry tons; City of Peoria – 700 dry tons)

5. POWDERED ACTIVATED CARBON (PAC)

A. The following is the minimum specification for Powdered Activated Carbon:

1) The activated carbon must conform to American Water Works Association (AWWA) Standard B-600-05, latest edition, and will be of a type and quality suitable for use in water treatment, with the property of removing the objectionable tastes and odors caused by any organic or inorganic taste and odor producing bodies encountered in either raw or treated water supplies. Such material will be designated as water purification grade of activated carbon and will be supplied in powdered form.

2) Material of questionable quality will be analyzed by an independent laboratory. If it does not meet the specifications the supplier will be required to remit payment to the laboratory for the analysis and remove the rejected material from the plant site. The City reserves the right to reject shipments that do not meet quality specifications.

3) A certified analysis giving fineness, apparent density, moisture content, tannin, iodine, and phenol adsorption value shall be submitted with the chemical bid. Failure of carbon to meet any of the following requirements shall be sufficient grounds for rejection of bid.

4) The product must be manufactured in the United States.

5) The product must be equal in performance to HydroDarco B as supplied by Norit Americas, Inc. (this is the most suitable type product that works in our type of source water treatment)

6) The powdered activated (PAC) carbon shall contain no substances in quantities capable of producing deleterious or injurious effects on the health of those consuming the water which has been treated properly with the P.A.C.

B. Product Evaluation: The PAC will be evaluated by the following criteria:

1) A one-pound sample of the tested PAC must be mailed or delivered to Mesa's Water Treatment Quality Control Laboratory for duplicate analyses to verify Vendor data by the bid opening date.

a) Deliver to:

COM Brown Road Water Treatment Plant
Attn: BRWTP Operations Supervisor
7750 E. Brown Road - Mesa, AZ 85207

b) Be sure the package is clearly labeled as PAC Sample and include your vendor name and address.

c) Samples not received by the bid opening date may be disqualified.

2) It is to be finely ground to obtain a high degree of suspendability in water and must have a proven high capacity of absorption of Geosmin, Methylisoborneol (MIB) and other organics that cause taste and odors in water supplies.

3) Methods of analysis shall be methods as given in the latest edition of American Water Works Association (AWWA) B-600-05, Standard for Powdered Activated Carbon.

a) American Water Works Association (AWWA) Standards:

1) Tannin value, ppm		350 maximum
2) Moisture, % as packed		8 maximum
3) Mesh size	% thru 100 mesh (150 microns)	99 minimum
	% thru 200 mesh (75 microns)	95 minimum

% thru 325 mesh (45 microns) 90 minimum

4) Density: The carbon shall be in powdered form and of such characteristics that it will readily wet down and go into suspension. It must not settle too rapidly yet must not have tendency to float on the surface of water to which it is applied. Weight per cubic foot.

5) Sufficient NSF approved orthophosphate must be added to the Powdered Activated Carbon to eliminate scaling on chemical feed equipment.

4) Dose Response Curve

a) A report of experimental data completed within the last three (3) years by a qualified laboratory must be submitted with the bid package.

b) The data shall include the percent removal of Methylisoborneol (MIB) and Geosmin in organic free water without the use of coagulants, PAC contact time(s) and dosages.

c) The City will use the data submitted to determine the dose-response curves and performance indicators.

C. Pricing to be per dry pound.

D. Delivery:

1) Shipments shall be made in trucks which do not degrade the PAC.

2) The truck shall be self-unloading and be equipped with a 4" quick disconnect coupling.

3) Delivery shall be made within fifteen (15) days of an order.

4) Material Safety Data sheets (MSDS) will be provided with each delivery.

5) Deliveries shall be between the hours of 7:30 AM and 3:00 PM, Mon – Fri, unless otherwise specified.

E. Delivery locations and storage capacities are:

1) COM Brown Road Water Treatment Plant (BRWTP) 80,000 pounds
7750 E Brown Rd - Mesa, AZ 85207

F. Approximate Annual Requirements: 520,000 lbs. (dry wt. basis).

6. SODIUM CHLORITE 25%, LIQUID

A. The following is the minimum specifications for Sodium Chlorite:

1) The material shall meet the American Water Works Association (AWWA) Standard B-303-05, and be NSF approved.

2) Properties of the Sodium Chlorite must meet the following:

a)	Sodium Chlorite	315 g/l
b)	By weight active Chlorite	Min. 25%
c)	Sodium Nitrate or Sodium Chloride	Max. 5%
d)	Chlorate content	<0.5%
e)	Inerts (sodium salts)	Max. 1%
f)	Arsenic	Max. 0.003%
g)	Water (approximately)	69%
h)	Total alkalinity (maximum as $CaCO_3$)	13,000 mg/l
i)	Silicate	<0.002%

j) Density: approximately 10.35 lbs. per gallon at 68 F

k) The pH shall be strongly alkaline

l) Appearance shall be clear with a slight yellow color.

m) The material will be stable indefinitely when stored as an alkaline stock solution.

3) The sodium chlorite must not contain inorganic or organic substances in quantities capable of producing deleterious or injurious effects on the health of those consuming water that has been properly treated with the chemical.

B. The bid must be accompanied by an analysis of the material that the supplier proposes to deliver.

C. The successful bidder must not deliver any material, which causes plugging of the chlorine dioxide generator. If such material is delivered the supplier will forfeit the bid for the remainder of the contract and the next lowest bidder will be selected. The material causing the generator to plug may be removed at the expense of the contractor.

D. Pricing to be per wet ton.

E. Delivery:

1) Shipment must be made in stainless steel, or other suitable material tank trucks, which do not degrade the material in any way.

2) The truck shall be self-unloading and be equipped with a 2" quick disconnect coupling.

3) Material Safety Data sheets (MSDS) will be provided with each delivery.

4) Deliveries shall be between the hours of 7:30 AM and 3:00 PM, Mon – Fri, unless otherwise specified.

5) Delivery shall be made within seven (7) days of an order.

F. Delivery locations and storage capacities are:

1) COM Brown Road Water Treatment Plant (BRWTP) 13,000 gallons
7750 E Brown Road - Mesa, AZ 85207

G. Approximate Annual Requirements: 310 wet tons

7. CHLORINE 100%, LIQUID - (1 TON CONTAINER)

A. The following is the minimum specifications for Liquid Chlorine.

1) The material shall meet the American Water Works Association (AWWA) Standard B301-04, latest revision.

2) The chlorine will be 99.5 percent pure by volume.

a) General: The liquid chlorine supplied under this standard shall contain no soluble mineral or organic substances in quantities capable of producing deleterious or injurious effects on the health of persons consuming water that has been treated properly with the liquid chlorine.

b) Moisture: The liquid chlorine supplied shall be dry chlorine. Moisture shall not exceed 150 ppm (0.015 percent), by weight.

c) Heavy metals: The sum of all heavy metals shall not exceed 30 ppm (0.003 percent) expressed as lead.

d) Lead shall not exceed 10 ppm (0.001 percent) reported as lead.

e) Mercury shall not exceed 1 ppm (0.001 percent) reported as mercury.

f) Arsenic shall not exceed 3 ppm (0.003 percent) reported as metallic arsenic.

g) Nonvolatile residue: The total residue shall not exceed (1) 50 ppm (0.005 percent), by weight, in liquid chlorine as loaded by the manufacturer in tank cars and chlorine tank

trucks, or (2) 150 ppm (0.015 percent), by weight, in liquid chlorine as packaged in cylinders or ton containers.

h) Carbon tetrachloride: Carbon tetrachloride shall not exceed 100 ppm (0.010 percent). Testing for carbon tetrachloride is not required unless a carbon tetrachloride tail gas scrubbing system is used in the chlorine production unit or if it is used as a diluent for nitrogen trichloride. Consult with your manufacturer, packager, or supplier.

i) Trihalomethanes: Trihalomethanes shall not exceed 300 ppm (0.030 percent).

B. Awarded Contractor(s) shall maintain a local twenty-four (24) hour emergency service for liquid chlorine that includes the following:

1) The Contractor's representatives shall be equipped with the following minimum equipment when responding to an emergency call:

a) Chlorine Institute Emergency Repair Kit for the type and size chlorine cylinders or containers supplied.

b) Self-contained breathing apparatus suitable for entering and working in a concentrated chlorine atmosphere.

c) One-hundred (100) pounds chlorine-absorbing chemical, such as soda ash, sodium thiosulphate, etc.

2) The supplier shall include with the bid an "Affidavit of Compliance" stating that the chlorine complies with all applicable requirements of the American Water Works Association (AWWA) 301-04 Standard for liquid chlorine or furnishes a certified analyses of the liquid chlorine.

C. Containers:

1) Any ton containers which show signs of leakage or if the fusible plugs are painted or taped over will be rejected by the City.

2) Liquid chlorine shipping containers shall conform to applicable regulations of the Interstate Commerce Commissions. The containers shall be reconditioned, maintained and loaded in strict accordance with the latest edition of "Container Procedure at Chlorine Packaging Plant," issued by the Chlorine Institute, Inc.

3) The Contractor(s) shall be responsible for the removal and safe disposal of all defective or leaking chlorine cylinders and containers, at his own expense except the in cases where the cause of the emergency is due to abuse in handling or negligence on the part of personnel of the City.

4) Procedures for the removal and disposal of defective or leaking cylinders or containers shall be approved by the City of Mesa Fire Department.

D. Pricing to be per ton.

E. Delivery:

1) Each chlorine delivery at the Brown Road Water Treatment Plant (BRWTP) shall be made with ten (10) cylinders maximum. This is due to safety concerns encountered during loading and unloading of cylinders. There will be no exceptions unless the delivery trucks are smaller or larger than the size, which holds 12 cylinders. The trucks must make full truckload deliveries.

2) Material Safety Data sheets (MSDS) will be provided with each delivery.

3) Deliveries shall be between the hours of 7:30 AM and 3:00 PM, Mon – Fri, unless otherwise specified.

4) Delivery shall be made within three (3) days of an order.

F. Delivery locations and storage capacities are:

1) COM Brown Road Water Treatment Plant (BRWTP) 14 Tons
7750 E Brown Road - Mesa, AZ 85207

2) North Water Treatment Plant (NWTP) (Town of Gilbert) 12 Tons
2865 E Guadalupe Rd., Gilbert, AZ 85234
Town of Gilbert delivery hours: 6:00 AM and 2:30 PM, Mon – Fri

3) Cholla Water Treatment Plant (City of Glendale) 12,000 lbs
4805 W. Cholla Street, Glendale, AZ 85304

4) Pyramid Peak Water Treatment Plant (City of Glendale) 12,000 lbs
28101 N. 63rd Ave., Phoenix, AZ 85083

G. Approximate Annual Requirements: 521 Tons (City of Mesa – 270 tons; Town of Gilbert – 96 tons; City of Glendale – 155 tons)

8. HYDROFLUOROSILICIC ACID

A. The following is the minimum specifications for Fluorosilicic Acid:

1) Fluorosilicic Acid shall be free of heavy metals for treatment of potable water supplies. Product shall contain no impurities capable of producing ill effects on the health of those consuming water that has been treated properly and be NSF approved.

2) Fluorosilicic Acid at 24.5%, +/-1% (need consistency in delivery) as determined by lab analysis, to meet American Water Works Association (AWWA) Standard B703-06, latest revision.

a) The Fluorosilicic Acid solution supplied under these provisions and specifications shall be clean and free from all dirt, wood, and particulate matter which could cause pumping failure; shall meet the requirements of American Water Works Association (AWWA) B703-06 and Water Chemical Codex, as last revised; and shall be furnished as specified.

b) The maximum concentration of the chemical elements; arsenic, cadmium, chromium, copper, nickel, and lead shall not exceed 200 milligrams per liter as individual elemental concentrations of 1,200 milligrams per liter collectively.

c) Inorganic impurities shall be determined by the procedures described in the "heavy metals" sections of the latest edition of Standard Methods for the Examination of Water and Wastewater or in the manual of Methods for Chemical Analysis of Water and Wastes, as least revised, published by the United States Environmental Protection Agency.

3) Contractor must provide a sample of not less than one (1) pint with each delivery in a container provided by the contractor.

a) The City reserves the right to reject shipments that do not meet quality specifications.

b) "A CERTIFICATE OF ACCURATE ANALYSIS (PRODUCT CONCENTRATION LEVEL), SPECIFIC TO EACH DELIVERY, MUST ACCOMPANY EACH AND EVERY DELIVERY RESULTING FROM THIS INVITATION FOR BID."

c) The City of Mesa will notify the Contractor when a shipment of Fluorosilicic Acid as specified herein has failed to meet the requirements of 24.5% +/-1%.

d) The samples will be stored by the City in a cool dry place for not more than thirty (30) calendar days after notifying the Contractor of the results of the testing.

e) The samples will be tested for compliance with the Fluorosilicic Acid content, using the hydrogen titration method, as specified in Section 5.2 of American Water Works Association (AWWA) B703-06.

f) Material of questionable quality will be analyzed by an independent laboratory. If it does not meet the specifications the supplier will be required to remit payment to the laboratory for the analysis and remove the rejected material from the plant site.

B. Bid price offered shall be based on price per pound 100% dry weight equivalent.

1) Bidder shall include with their bid their formula used to calculate dry weight from: gallons/wet weight.

C. Tank Trailer and Truck Tractor

1) The truck tractor and tank trailer utilized for shipment of the Fluorosilicic Acid shall be in good condition and shall conform to all Federal, State, County, and city regulatory requirements as to licensing, dimensions, weights, safety, and all other particulars.

2) Tank trailer and appurtenant valves and fittings for delivery and handling Fluorosilicic Acid shall conform to the requirements of the Department of Transportation and Bureau of Explosives.

3) The Contractor's driver shall be responsible for the off-loading of the solution into the City's facility. The driver shall be experienced in the transfer procedures and requirements for this type material, and completely knowledgeable in the application of any emergency procedures required during operation.

D. Unloading

1) The City shall provide, at the delivery addresses, a stationary receiving tank for storage of Fluorosilicic Acid. The supplier shall provide necessary piping and/or hose to permit transfer of the Fluorosilicic Acid from the tank trailer to the stationary receiving tanks. The transfer of the Fluorosilicic Acid from the tank trailer to the receiving tank will be performed by the supplier. The Contractor's tank trucks shall have transfer equipment with a capacity that will complete the transfer of material within a three (3) hour period without the need for City assistance or equipment.

2) In no case shall demurrage be charged to the City. The Contractor shall be familiar with the unloading facilities at the delivery points set forth herein, either by personal inspection or by contacting the appropriate City of Mesa personnel.

3) It shall be the responsibility of the Contractor to provide all equipment and supplies necessary for the unloading. Unloading connections to be compatible with 2-inch "cam-lever" coupling (quick coupling) or 2" flange; air padding supplied with unloading.

E. Pricing to be per dry ton.

F. Deliveries

1) Material Safety Data sheets (MSDS) will be provided with each delivery.

2) Deliveries shall be between the hours of 7:30 AM and 3:00 PM, Mon – Fri, unless otherwise specified.

3) Deliveries shall be made within fifteen (15) days of an order.

G. Delivery locations and storage capacities are:

1) COM Brown Road Water Treatment Plant (BRWTP) 13,000 gallons
7750 E Brown Road - Mesa, AZ 85207

H. Approximate Annual Requirements: 40 tons (dry)

9. **CATIONIC POLYMER, LIQUID: CLARIFLOC C-308P OR APPROVED EQUAL:**

A. The following is the minimum specification for cationic polymer:

1) The polymer must function in the pH range of 7.5 to 8.2 and must not depress or elevate the pH of the finished water.

2) The polymer shall not have any chemical in it that would cause the water treated with the polymer to exceed any Safe Drinking Water Standards.

3) The polymer must be completely water-soluble and have a monomer content of less than 0.5%.

4) The polymer must be resistant to Potassium Permanganate and Chlorine oxidation.

5) Polymer must conform to American Water Works Association (AWWA) Standard B453-06, latest edition.

B. Minimum Vendor Qualifications:

1) The bidder must have been in the business of water treatment polymer manufacturing for at least ten (10) years and must provide technical support in laboratory jar tests and plant testing as required.

C. Pricing to be per pound NEAT.

D. Deliveries

1) The material is to be delivered in bulk truckloads as the City requests. Shipments shall be made in tank trucks, which will not degrade the polymer. The trucks shall be self-unloading and equipped with a 2" quick disconnect coupling.

2) Material Safety Data sheets (MSDS) will be provided with each delivery.

3) Deliveries shall be between the hours of 7:30 AM and 3:00 PM, Mon – Fri, unless otherwise specified.

4) Delivery shall be made within seven (7) days of an order.

E. Delivery locations and storage capacities are:

1) COM Brown Road Water Treatment Plant (BRWTP) 11,800 gallons
7750 E Brown Road - Mesa, AZ 85207

F. Approximate Annual Requirements: 160,000 lbs. NEAT

10. **CATIONIC POLYMER, LIQUID: CLARIFLOC 6215 POLYMER OR APPROVED EQUAL**

A. The following is the minimum specification for "L" polymer:

1) The polymer must function in the pH range of 7.5 to 8.2 and must not depress or elevate the pH of the finished water.

2) The polymer shall not have any chemical in it that would cause the water treated with the polymer to exceed any Safe Drinking Water Standards.

3) The polymer must be completely water-soluble and have a monomer content of less than 0.5%.

4) The polymer must be resistant to Potassium Permanganate and Chlorine oxidation.

5) Polymer must conform to American Water Works Association (AWWA) Standard B453-06, latest edition.

B. Minimum Vendor Qualifications:

1) The bidder must have been in the business of water treatment polymer manufacturing for at least ten (10) years and must provide technical support in laboratory jar tests and plant testing as required.

C. Pricing to be per pound NEAT.

D. Deliveries

1) The material is to be delivered in 275 gal totes or bulk truckloads as the City requests. Shipments shall be made in enclosed tractor trailers or tank trucks, which will not degrade the polymer. The bulk trucks shall be self-unloading and equipped with a 2" quick disconnect coupling.

2) Material Safety Data sheets (MSDS) will be provided with each delivery.

3) Deliveries shall be between the hours of 7:30 AM and 3:00 PM, Mon – Fri, unless otherwise specified.

4) Delivery shall be made within seven (7) days of an order.

E. Delivery locations and storage capacities are:

1) COM Brown Road Water Treatment Plant (BRWTP) 275 gallon totes ONLY
7750 E Brown Road - Mesa, AZ 85207

F. Approximate Annual Requirements: 8,000 lbs NEAT.

11. SODIUM BISULFITE, 40%

A. The following are minimum specifications for Sodium Bisulfite.

1) Sodium Bisulfite (NaHSO3) concentration - 37 to 41%.

2) Sulfur Dioxide content - 22.8 to 25.3%.

3) pH - 3 to 5.

4) Specific Gravity - 1.299 to 1.337

5) Solution shall not contain particulates or organic contamination in amounts able to accumulate on inlet strainers with 1/32 inch perforations.

6) Heavy metals – less than 100 ppm

B. Pricing to be per gallon.

C. Deliveries

1) Material Safety Data sheets (MSDS) will be provided with each delivery.

2) Deliveries shall be between the hours of 7:30 AM and 3:00 PM, Mon – Fri, unless otherwise specified.

3) Delivery hoses require 2" female quick disconnect.

4) Minimum delivery shall be 300 gallons.

5) Delivery shall be made within five (5) days of an order.

D. Delivery locations and storage capacities are:

1) COM Southeast Water Reclamation Plant 750 gallons Max Storage
6308 E. Baseline Road, Mesa, AZ

2) West Area Water Reclamation Facility (City of Glendale) 1,000 gallons (bulk) load
5901 N. Glen Harbor Blvd., Glendale, AZ 85307

E. Approximate annual requirements are 19,500 gallons (City of Mesa – 4,100 gallons; City of Glendale – 15,400 gallons)

12. CALCIUM NITRATE (AQUEOUS SOLUTION)

A. The following are minimum specification for Calcium Nitrate (aqueous solution):

1) City of Mesa sulfide control stations are operated and maintained by City staff. However, the supplier of calcium nitrate solution must be able to provide technical assistance pertaining to delivered product within forty-eight (48) hours of notification.

2) The calcium nitrate will be used to remove hydrogen sulfide from wastewater.

3) The calcium nitrate will utilize and enhance naturally occurring biochemical processes to facilitate hydrogen sulfide control and will be free of any odor producing compounds.

4) The calcium nitrate supplied shall be a chemically stable aqueous solution of calcium nitrate containing a minimum of 3.5 pounds of nitrate-oxygen per gallon with a pH no greater than 9.0 and no less than 4.0.

5) The calcium nitrate shall be compatible with chemical storage and feed equipment constructed of any of the following materials:
   a) PVC
   b) Stainless steel
   c) Polypropylene

B. Unit price will be made in gallons delivered.

C. Include the following information with bid:

1) Material Safety Data Sheet of material (MSDS)

2) A list of distribution points of material

D. Delivery:

1) The Calcium Nitrate must be delivered to any of four Sulfide Control Stations located in Mesa on an "as needed" basis.

2) The material shall be delivered, stored, and dosed, into the sanitary sewer using standard liquid-phase chemical handling procedures and feed equipment.

3) The supplier must be capable of safely delivering product in quantities of 500 to 4,000 gallons into the owner's storage tanks within five (5) days of order placement.

4) The material shall be delivered by tanker truck and shall be exempt from Federal DOT placard requirements.

5) Deliveries are to be made on weekdays at a specified time designated by the City. No deliveries will be accepted on weekends or City holidays. Deliveries must arrive with sufficient time to unload before 3:00 p.m. M.S.T. The contractor shall supply all necessary hose and leak-proof fittings.

E. Delivery locations and storage capacities are:

1) COM Granite Mountain Sulfide Control Station 8747 East Regina, Mesa, AZ	800 gallons
2) COM Rainier Sulfide Control Station 4341 North Rainier Circle, Mesa, AZ	800 gallons
3) COM Vanguard Sulfide Control Station 6718 East Vanguard Street, Mesa, AZ	800 gallons
4) COM Eagle Crest Sulfide Control Station 7280 East Eagle Crest Drive, Mesa, AZ	800 gallons

F. The approximate first year requirements are 3,500 gallons.

13. HYDROCHLORIC ACID 31%-35%, (300 – 400 gallon totes)

A. The following are minimum specifications for Hydrochloric Acid.

1) HCl content – 31.45 to 35.21 %
2) Specific Gravity – 1.16 to 1.18
3) Iron – less than 10 ppm
4) Dissolved Organic Matter – less than 100 ppm
5) Free Halogens – less than 30 ppm
6) Non-volatile residue – less than 300 ppm

B. Pricing to be per gallon.

C. Deliveries

1) Material Safety Data sheets (MSDS) will be provided with each delivery.
2) Deliveries shall be between the hours of 7:30 AM and 3:00 PM, Mon – Fri, unless otherwise specified.
3) Delivery shall be made within five (5) days of an order.

D. Delivery locations:

1) COM Northwest Water Reclamation Plant
960 N. Riverview, Mesa, AZ
2) COM Southeast Water Reclamation Plant
6308 E. Baseline Road, Mesa, AZ
3) COM Greenfield Water Reclamation Plant
4400 S. Greenfield Road, Gilbert, AZ
4) Mohave County – Golden Valley Improvement District, Well No. 2
1506 S. Teddy Roosevelt Road, Golden Valley, AZ 86413
5) Beardsley Water Reclamation Facility (City of Peoria)
19980 N. 111th Ave., Peoria, Arizona 85382

E. Approximate annual usage is 5,493 gallons (City of Mesa – 3,000 gallons; Mohave County – 1,200 gallons; City of Peoria – 1,293 gallons)

14. HYDROCHLORIC ACID 31%-35%, 500# Drum

A. The following are minimum specifications for Hydrochloric Acid.

1) HCl content – 31.45 to 35.21 %
2) Specific Gravity – 1.16 to 1.18
3) Iron – less than 10 ppm
4) Dissolved Organic Matter – less than 100 ppm
5) Free Halogens – less than 30 ppm
6) Non-volatile residue – less than 300 ppm

B. Pricing to be per pound.

C. Deliveries

1) Material Safety Data sheets (MSDS) will be provided with each delivery.
2) Deliveries shall be between the hours of 7:30 AM and 3:00 PM, Mon – Fri, unless otherwise specified.

3) Delivery shall be made within five (5) days of an order.

D. Delivery locations:

1) COM Northwest Water Reclamation Plant
960 N. Riverview, Mesa, AZ

2) COM Southeast Water Reclamation Plant
6308 E. Baseline Road, Mesa, AZ

3) Marana High School
12000 W. Emigh
Tucson, AZ 85743

E. Approximate annual usage is 4,500 pounds. (City of Mesa – 3,000 pounds; Marana USD 1500 pounds;)

15. SALT – COURSE CRYSTAL, SOLAR DRIED – BLOWN IN

A. The following are minimum specifications for Course Crystal Solar Dried Salt.

1) Salt must contain no organic binders (salt pellets are not acceptable).

2) Percentage NaCl by weight:

a) Dry basis 96.3% minimum

b) Wet 93.3% minimum

3) Calcium Sulfate 0.30% maximum

4) Magnesium Chloride 0.06% maximum

5) Calcium Chloride 0.10% maximum

6) Magnesium Sulfate 0.02% maximum

7) Insolubles 0.10% maximum

8) Moisture (as H2O) 3.00% maximum

9) Lead 0.0007% maximum

10) Copper 0.0003% maximum

11) Iron (as Fe) 0.002% maximum

12) Fluoride 0.01% maximum

B. Pricing to be per ton.

C. Deliveries:

1) Salt must be delivered by truck and blown into the storage tank.

2) Average delivery ranges from 5,000 pounds to 10,000 pounds depending on the site.

3) Product shall be delivered within one (1) working day of product request.

4) An MSDS sheet shall be supplied with each delivery.

5) Deliveries shall be made between 7:00 a.m. and 3:00 p.m., Monday through Friday.

6) A 30 minute notification will be required prior to delivery arriving on-site.

D. Delivery locations and storage capacities:

1) COM Greenfield Water Reclamation Plant 25 ton
4400 S. Greenfield Road, Gilbert, AZ

2) COM Brooks Pump Station — 5 ton
310 S Brooks, Mesa, AZ 85201

3) COM Pasadena Pump Station — 5 ton
601 N Pasadena, Mesa, AZ 85201

4) COM Lindsay Pump Station — 5 ton
3130 E Adobe, Mesa, AZ 85201

E. Approximate annual usage is 130 tons.

16. SALT – COURSE, BAGGED, 50# BAGS

A. Water Softener Crystals, solar dried, coarse, bagged, large irregular size crystals, 99.9% purity with minimum fine size particles.

B. Pricing to be per each 50# bag.

C. Deliveries:

1) An MSDS sheet shall be supplied with each delivery.

2) Deliveries shall be made between 7:30 a.m. and 3:00 p.m., Monday through Friday.

3) Delivery shall be made within five (5) days of an order.

D. Delivery locations:

1) COM Northwest Water Reclamation Plant
960 N. Riverview, Mesa, AZ

2) COM Southeast Water Reclamation Plant
6308 E. Baseline Road, Mesa, AZ

3) COM Greenfield Water Reclamation Plant
4400 S. Greenfield Road, Gilbert, AZ

4) COM Materials and Supply
316 E. 6th Street, Mesa, AZ 85201

5) COM Materials and Supply
7041 E. Adobe, Mesa, AZ 85207

E. Approximate annual usage is 83,750 pounds /1,675 (50#) bags.

17. SODIUM HYDROXIDE 50%, LIQUID (CAUSTIC SODA) – 700# DRUM

A. The following is the minimum specifications for Caustic Soda/Sodium Hydroxide (NaOH 50% Liquid Solution):

1) The material is to meet the American Water Works Association (AWWA) Standard B501-80, latest revision.

2) The material shall contain approximately 50% ± 1 Sodium Hydroxide (NaOH)

3) The sodium hydroxide supplied shall contain no soluble material or organic substances in quantities capable of producing deleterious or injurious effects on the health of those consuming water that has been treated properly with the sodium hydroxide.

4) The supplier must provide an "Affidavit of Compliance" that the material complies with the American Water Works Association (AWWA) B501-80 standard.

B. Pricing to be per pound.

C. Deliveries

1) Material Safety Data sheets (MSDS) will be provided with each delivery.

2) Deliveries shall be between the hours of 7:30 AM and 3:00 PM, Mon – Fri, unless otherwise specified.

3) Delivery shall be within fifteen (15) days of an order.

D. Delivery locations:

1) COM Materials and Supply
316 E. 6th Street, Mesa, AZ 85201

2) COM Materials and Supply
7041 E. Adobe, Mesa, AZ 85207

E. Approximate Annual Requirements: 35,000 lbs.

18 & 19. CHLORINE, LIQUID – 95# and 150# CYLINDERS

A. The following is the minimum specifications for Liquid Chlorine in both 95# and 150# Cylinders.

1) The material shall meet the American Water Works Association (AWWA) Standard B301-04, latest revision.

2) The chlorine will be 99.5 percent pure by volume.

a) General: The liquid chlorine supplied under this standard shall contain no soluble mineral or organic substances in quantities capable of producing deleterious or injurious effects on the health of persons consuming water that has been treated properly with the liquid chlorine.

b) Moisture: The liquid chlorine supplied shall be dry chlorine. Moisture shall not exceed 150 ppm (0.015 percent), by weight.

c) Heavy metals: The sum of all heavy metals shall not exceed 30 ppm (0.003 percent) expressed as lead.

d) Lead shall not exceed 10 ppm (0.001 percent) reported as lead.

e) Mercury shall not exceed 1 ppm (0.001 percent) reported as mercury.

f) Arsenic shall not exceed 3 ppm (0.003 percent) reported as metallic arsenic.

g) Nonvolatile residue: The total residue shall not exceed (1) 50 ppm (0.005 percent), by weight, in liquid chlorine as loaded by the manufacturer in tank cars and chlorine tank trucks, or (2) 150 ppm (0.015 percent), by weight, in liquid chlorine as packaged in cylinders or ton containers.

h) Carbon tetrachloride: Carbon tetrachloride shall not exceed 100 ppm (0.010 percent). Testing for carbon tetrachloride is not required unless a carbon tetrachloride tail gas scrubbing system is used in the chlorine production unit or if it is used as a diluent for nitrogen trichloride. Consult with your manufacturer, packager, or supplier.

i) Trihalomethanes: Trihalomethanes shall not exceed 300 ppm (0.030 percent).

3) A new lead gasket shall be provided with each cylinder.

B. Awarded Contractor(s) shall maintain a local twenty-four (24) hour emergency service for liquid chlorine that includes the following:

1) The Contractor's representatives shall be equipped with the following minimum equipment when responding to an emergency call:

a) Chlorine Institute Emergency Repair Kit for the type and size chlorine cylinders or containers supplied.

b) Self-contained breathing apparatus suitable for entering and working in a concentrated chlorine atmosphere.

c) One-hundred (100) pounds chlorine-absorbing chemical, such as soda ash, sodium thiosulphate, etc.

C. Any container which show signs of leakage or if the fusible plugs are painted or taped over will be rejected by the City.

D. Liquid chlorine shipping containers shall conform to applicable regulations of the Interstate Commerce Commissions. The containers shall be reconditioned, maintained and loaded in strict accordance with the latest edition of "Container Procedure at Chlorine Packaging Plant," issued by the Chlorine Institute, Inc.

E. The Contractor(s) shall be responsible for the removal and safe disposal of all defective or leaking chlorine cylinders and containers, at his own expense except the in cases where the cause of the emergency is due to abuse in handling or negligence on the part of personnel of the City.

F. Procedures for the removal and disposal of defective or leaking cylinders or containers shall be approved by the City of Mesa Fire Department.

G. The supplier shall include with the bid an "Affidavit of Compliance" stating that the chlorine complies with all applicable requirements of the American Water Works Association (AWWA) 301-04 Standard for liquid chlorine or furnishes a certified analyses of the liquid chlorine.

H. Pricing to be per each cylinder.

I. Deliveries.

1) Material Safety Data sheets (MSDS) will be provided with each delivery.

2) Deliveries shall be between the hours of 7:30 AM and 3:00 PM, Mon – Fri, unless otherwise specified.

3) Delivery shall be within fifteen (15) days of an order for City of Mesa deliveries and five (5) days of an order for Peoria USD #11.

J. Delivery locations:

1) COM Materials and Supply
316 E. 6th Street, Mesa, AZ 85201

2) COM Materials and Supply
7041 E. Adobe, Mesa, AZ 85207

3) Ironwood High School (Peoria Unified School District #11
6051 W. Sweetwater Ave.
Glendale, AZ 85304

4) Cactus High School (Peoria Unified School District #11)
6330 W. Greenway Rd.
Glendale, AZ 85306

5) Cholla Water Treatment Plant (City of Glendale)
4805 W. Cholla Street
Glendale, AZ 85304

6) Field Ops Water Production (GWWTP) (City of Peoria)
7300 W. Greenway Rd., Peoria, Arizona 85382

K. Approximate Annual Requirements:

1) 140 each 95# Liquid Chlorine Cylinders (City of Mesa)

2) 1,561 each 150# Liquid Chlorine Cylinders (City of Mesa – 670 each; Peoria Unified School District #11- 60 each; City of Glendale – 420 each; City of Peoria – 411 each)

20. SODIUM BICARBONATE, 99% – 50# BAG

A. Pricing to be per each 50 # bag.

B. Material Safety Data sheets (MSDS) will be provided with each delivery

C. Deliveries shall be between the hours of 7:00 AM and 1:00 PM, Mon – Fri, unless otherwise specified.

D. Delivery shall be made to the location(s) contained herein within fifteen (15) days of an order.

1) COM Parks & Recreation
6945 East Decatur, Mesa, AZ 85207

2) City of Sierra Vista
2900 Martin Luther King Drive
Sierra Vista, AZ 85635

3) Marana High School
12000 W. Emigh
Tucson, AZ 85743

4) Ironwood High School (Peoria Unified School District #11)
6051 W. Sweetwater Ave.
Glendale, AZ 85304

5) Cactus High School (Peoria Unified School District #11)
6330 W. Greenway Rd.
Glendale, AZ 85306

E. Approximate Quantity shipped per Order: 1 pallet (49 bags)

F. Approximate Annual Requirements: 3,762 (50#) bags per year (City of Mesa – 3,430 bags; City of Sierra Vista – 20 bags; Marana USD – 18 bags; Peoria USD #11 – 294 bags)

21. BROMINE TABLETS, 96% – 50# PAIL

A. Pricing to be per each 50 # pail.

B. Material Safety Data sheets (MSDS) will be provided with each delivery

C. Deliveries shall be between the hours of 7:00 AM and 1:00 PM, Mon – Fri, unless otherwise specified.

D. Delivery shall be made to the location(s) contained herein within fifteen (15) days of an order.

1) COM Parks & Recreation
6945 East Decatur, Mesa, AZ 85207

E. Approximate Quantity shipped per Order: 1 pallet (30 pails)

F. Approximate Annual Requirements: 30 (50#) Pails per year.

22. SODIUM BISULFATE, ANHYDROUS 91-94% (DRY ACID) – 50# BAG

A. Pricing to be per each 50 # bag.

B. Material Safety Data sheets (MSDS) will be provided with each delivery

C. Deliveries shall be between the hours of 7:00 AM and 1:00 PM, Mon – Fri, unless otherwise specified.

D. Delivery shall be made to the location(s) contained herein within fifteen (15) days of an order.
1) COM Parks & Recreation
6945 East Decatur, Mesa, AZ 85207

E. Approximate Quantity shipped per Order: 1 pallet (40 bags)

F. Approximate Annual Requirements: 240 (50#) Bags per year.

23. POTASSIUM MONOPERSULFATE 86-96% (NON-CHLORINE SHOCK) – 50# BAG

A. Pricing to be per each 50 # bag.

B. Material Safety Data sheets (MSDS) will be provided with each delivery

C. Deliveries shall be between the hours of 7:00 AM and 1:00 PM, Mon – Fri, unless otherwise specified.

D. Delivery shall be made to the location(s) contained herein within fifteen (15) days of an order.
1) COM Parks & Recreation
6945 East Decatur, Mesa, AZ 85207

E. Approximate Quantity shipped per Order: 1 pallet (40 bags)

F. Approximate Annual Requirements: 200 (50#) Bags per year.

24. SODIUM THIOSULFATE (CHLOR OUT) – 25# PAIL

A. Pricing to be per each 25 # Pail.

B. Material Safety Data sheets (MSDS) will be provided with each delivery

C. Deliveries shall be between the hours of 7:00 AM and 1:00 PM, Mon – Fri, unless otherwise specified.

D. Delivery shall be made to the location(s) contained herein within fifteen (15) days of an order.
1) COM Parks & Recreation
6945 East Decatur, Mesa, AZ 85207

E. Approximate Quantity shipped per Order: 1 pallet (20 Pails)

F. Approximate Annual Requirements: 48 (25#) Pails per year.

25. SODIUM HYPOCHLORITE 13% (CHLORINE BLEACH) – 15 GALLON DRUM

A. Pricing to be per each 15 gallon drum.

B. Material Safety Data sheets (MSDS) will be provided with each delivery

C. Deliveries shall be between the hours of 7:00 AM and 1:00 PM, Mon – Fri, unless otherwise specified.

D. Delivery shall be made to the location(s) contained herein within fifteen (15) days of an order.
1) COM Parks & Recreation
6945 East Decatur, Mesa, AZ 85207

2) Marana High School
12000 W. Emigh
Tucson, AZ 85743

E. Approximate Quantity shipped per Order: 4 drums

F. Approximate Annual Requirements: 286 (15 gallon) Drums per year (City of Mesa – 100 drums; Marana USD – 186 drums)

26. HYDROGEN CHLORIDE 31% (MURIATIC ACID) – 4 X 1 GALLON JUG /CRATE

A. Pricing to be per gallon.

B. Material Safety Data sheets (MSDS) will be provided with each delivery

C. Deliveries shall be between the hours of 7:00 AM and 1:00 PM, Mon – Fri, unless otherwise specified.

D. Delivery shall be made to the location(s) contained herein within fifteen (15) days of an order.
1) COM Parks & Recreation
6945 East Decatur, Mesa, AZ 85207

2) City of Sierra Vista
2900 Martin Luther King Drive
Sierra Vista, AZ 85635

3) Marana High School
12000 W. Emigh
Tucson, AZ 85743

E. Approximate Quantity shipped per Order: 4 crates

F. Approximate Annual Requirements: 2,700 gallons per year (City of Mesa – 200 gallons; City of Sierra Vista – 2,000 gallons; Marana USD – 500 gallons)

27. TAYLOR REAGENTS – .75 OZ BOTTLE

A. Pricing to be per each .75 OZ bottle.

B. Material Safety Data sheets (MSDS) will be provided with each delivery.

C. Deliveries shall be between the hours of 7:00 AM and 1:00 PM, Mon – Fri, unless otherwise specified.

D. Delivery shall be made to the location(s) contained herein within fifteen (15) days of an order.
1) COM Parks & Recreation
6945 East Decatur, Mesa, AZ 85207

E. Approximate Quantity shipped per Order: 1 box (20 bottles) of each Reagent.

F. Approximate Annual Requirements: 500 bottles per year of each of the following Reagents:

1) Taylor DPD Solution #1 / R-0001-A - 3/4 Oz. No substitutes will be allowed.

2) Taylor DPD Solution #2 / R-0002-A - 3/4 Oz. No substitutes will be allowed.

3) Taylor pH Indicator #4 / R-0004-A - 3/4 Oz. No substitutes will be allowed.

4) Taylor Thiosulfate #7 / R-0007-A - 3/4 Oz. No substitutes will be allowed.

5) Taylor Total Alkalinity #8 / R-0008-A - 3/4 Oz. No substitutes will be allowed.

6) Taylor Sulfuric Acid #9 / R-0009-A - 3/4 Oz. No substitutes will be allowed.

7) Taylor Calcium Buffer #10 / R-0010-A - 3/4 Oz. No substitutes will be allowed.

8) Taylor Calcium Indicator #11 / R-0011L-A - 3/4 Oz. No substitutes will be allowed.

9) Taylor Hardness Reagent #12 / R0012-A - 3/4 Oz. No substitutes will be allowed.

28. FERROUS CHLORIDE, 32.9% LIQUID SOLUTION

A. Deliveries shall be between the hours of 7:00 AM and 1:00 PM, Mon – Thursday, unless otherwise specified.

B. Delivery shall be made to the location(s) contained herein within 7-10 business days of an order.

1) Town of Queen Creek
20614 E. Ocotillo Road
Queen Creek, AZ 85142

2) Town of Queen Creek
18145 E. Swan Drive
Queen Creek, AZ 85142

C. Pricing to be per gallon.

D. Material Safety Data sheets (MSDS) will be provided with each delivery

E. Approximate Quantity shipped per Order: 4500+- gallons or bulk tank

F. Approximate Annual Requirements: 20,000 gallons per year.

G. Delivery: Bulk

H. Performance and/or Quality Requirements: 32.9% liquid solution

29. 1" TRICHLOR TABLETS

A. Deliveries shall be between the hours of 7:00 AM and 1:00 PM, Mon – Thursday, unless otherwise specified.

B. Delivery shall be made to the location(s) contained herein within 7-14 business days of an order.

1) Town of Queen Creek
20080 E. Chandler Heights Road
Queen Creek, AZ 85142

2) Marana High School
12000 W. Emigh
Tucson, AZ 85743

C. Pricing to be per lbs.

D. Material Safety Data sheets (MSDS) will be provided with each delivery

E. Approximate Quantity shipped per Order: 12,000 lbs. or 8 pallets

F. Approximate Annual Requirements: 25,330 pounds (Town of Queen Creek – 25,000 pounds; Marana USD – 330 pounds)

G. Delivery: 55 pound pail

H. Performance and/or Quality Requirements: 99% trichloroisocyanuric acid, minimum 90% available chlorine.

30. SODIUM HYDROXIDE (CAUSTIC SODA), 50%

A. The following is the minimum specification for Caustic Soda:

1) The material is to meet the American Water Works Association (AWWA) Standard B501-03, latest revision.

2) The material shall contain approximately 50% ± 1 Sodium Hydroxide (NaOH).

3) The sodium hydroxide supplied shall contain no soluble material or organic substances in quantities capable of producing deleterious or injurious effects on the health of those consuming water that has been treated properly with the sodium hydroxide.

B. Bidder shall include with bid the formula used to calculate dry weight from gallons/wet weight.

C. Pricing to be per gallon.

D. Delivery:

1) The trucks shall be self-unloading and be equipped with delivery hoses with 1 ½" female quick disconnects.

2) Shipments shall be made in tank trucks that do not degrade the Caustic Soda.

3) Material Safety Data sheets (MSDS) will be provided with each delivery.

4) Deliveries shall be between the hours of 7:30 AM and 3:00 PM, Mon – Fri, unless otherwise specified

5) Delivery required within five (5) days of placing order.

E. Delivery locations and storage capacities:

1) Ironwood High School (Peoria Unified School District #11) 300 gallons
6051 W. Sweetwater Ave.
Glendale, AZ 85304

2) Cactus High School (Peoria Unified School District #11) 150 gallons
6330 W. Greenway Rd.
Glendale, AZ 85306

F. Approximate Annual Requirements: 625 gallons

31. ANIONIC POLYMER, LIQUID: CLARIFLOC A-210P OR APPROVED EQUAL:

A. The following is the minimum specification for anionic polymer:

1) The polymer must function in the pH range of 7.5 to 8.2 and must not depress or elevate the pH of the finished water.

2) The polymer shall not have any chemical in it that would cause the water treated with the polymer to exceed any Safe Drinking Water Standards.

3) The polymer must be completely water-soluble and have a monomer content of less than 0.5%.

4) Polymer must conform to American Water Works Association (AWWA) Standard B453-06, latest edition.

B. Minimum Vendor Qualifications:

1) The bidder must have been in the business of water treatment polymer manufacturing for at least 10 years and must provide technical support in laboratory jar tests and plant testing as required.

C. Pricing to be per pound NEAT.

D. Deliveries:

1) The material is to be delivered in totes as the City requests. Shipments shall be made in enclosed tractor trailers, which will not degrade the polymer.

2) Material Safety Data sheets (MSDS) will be provided with each delivery.

3) Deliveries shall be between the hours of 6:00 AM and 2:30 PM, Mon – Fri, unless otherwise specified.

4) Delivery shall be made within seven (7) days of an order.

E. Delivery locations and storage capacities are:

1) North Water Treatment Plant (NWTP) (Town of Gilbert) 1 Tote Only
2865 E Guadalupe Road - Gilbert, AZ 85234

F. Approximate Annual Requirements: 11,500 lbs. NEAT

COMPLIANCE QUESTIONNAIRE
(This form MUST be completed and submitted with bid)

1. **SODIUM HYDROXIDE (CAUSTIC SODA), 25% per SPECIFICATIONS:**
   - Material meets AWWA Standard B501-03, latest revision? Yes ____
   - Affidavit of Compliance attached? Yes ____
   - MSDS provided? Yes ____
   - Delivery, as stated in Technical Specifications, can be met. Yes ____
     - If no, specify number of days for delivery:_____

2. **SODIUM HYPOCHLORITE per SPECIFICATIONS:**
   - Chemical Analysis attached? Yes ✓
   - MSDS provided? Yes ✓
   - Delivery, as stated in Technical Specifications, can be met. Yes ✓
     - If no, specify number of days for delivery:_____

3. **FERROUS CHLORIDE, LIQUID per SPECIFICATIONS:**
   - Chemical Analysis attached? Yes ____
   - MSDS provided? Yes ____
   - Delivery, as stated in Technical Specifications, can be met. Yes ____
     - If no, specify number of days for delivery:_____

4. **ALUMINUM SULFATE, LIQUID per SPECIFICATIONS:**
   - Material meets AWWA Standard B403-03, latest revision? Yes ____
   - Affidavit of Compliance attached? Yes ____
   - MSDS provided? Yes ____
   - Delivery, as stated in Technical Specifications, can be met. Yes ____
     - If no, specify number of days for delivery:_____

5. **POWDERED ACTIVATED CARBON (PAC) per SPECIFICATIONS:**
   - Material meets AWWA Standard B600-05, latest revision? Yes ____
   - Sample of offered PAC was delivered to BRWTP? Yes ____
   - Experimental Data report attached? Yes ____
   - MSDS provided? Yes ____
   - Delivery, as stated in Technical Specifications, can be met. Yes ____
     - If no, specify number of days for delivery:_____

6. **SODIUM CHLORITE 25%, LIQUID per SPECIFICATIONS:**
   - Material meets AWWA Standard B303-05, latest revision? Yes ____
   - Material is NSF approved? Yes ____
   - Chemical Analysis Yes ____
   - MSDS provided? Yes ____
   - Delivery, as stated in Technical Specifications, can be met. Yes ____
     - If no, specify number of days for delivery:_____

7. **CHLORINE 100%, LIQUID (1 TON) per SPECIFICATIONS:**
   - Material meets AWWA Standard B301-04, latest revision? Yes ✓
   - Affidavit of Compliance attached? Yes ✓
   - MSDS provided? Yes ✓
   - Delivery, as stated in Technical Specifications, can be met. Yes ✓
     - If no, specify number of days for delivery:_____

8. **HYDROFLUOROSILICIC ACID per SPECIFICATIONS:**
   Material meets AWWA Standard B703-06, latest revision? Yes ____
   Material meets Water Chemical Codex, latest revision? Yes ____
   Material is NSF approved? Yes ____
   MSDS provided? Yes ____
   Delivery, as stated in Technical Specifications, can be met. Yes ____
   If no, specify number of days for delivery:_____

9. **CATIONIC POLYMER, LIQUID: CLARIFLOC C-308P OR APPROVED EQUAL per SPECIFICATIONS:**
   Material meets AWWA Standard B453-06, latest revision? Yes ____
   Bidder meets Minimum Vendor Qualification? Yes ____
   MSDS provided? Yes ____
   Delivery, as stated in Technical Specifications, can be met. Yes ____
   If no, specify number of days for delivery:_____

10. **CATIONIC POLYMER, LIQUID: CLARIFLOC 6215 OR APPROVED EQUAL per SPECIFICATIONS:**
    Material meets AWWA Standard B453-06, latest revision? Yes ____
    Bidder meets Minimum Vendor Qualification? Yes ____
    MSDS provided? Yes ____
    Delivery, as stated in Technical Specifications, can be met. Yes ____
    If no, specify number of days for delivery:_____

11. **SODIUM BISULFITE 40% per SPECIFICATIONS:**
    MSDS provided? Yes ____
    Delivery, as stated in Technical Specifications, can be met. Yes ____
    If no, specify number of days for delivery:_____

12. **CALCIUM NITRATE (AQUEOUS SOLUTION) per SPECIFICATIONS:**
    MSDS provided? Yes ____
    List of distribution points of material? Yes ____
    Delivery, as stated in Technical Specifications, can be met. Yes ____
    If no, specify number of days for delivery:_____

13. **HYDROCHLORIC ACID 300 – 400 gallon totes per SPECIFICATIONS:**
    MSDS provided? Yes ____
    Delivery, as stated in Technical Specifications, can be met. Yes ____
    If no, specify number of days for delivery:_____

14. **HYDROCHLORIC ACID 500# drums per SPECIFICATIONS:**
    MSDS provided? Yes ____
    Delivery, as stated in Technical Specifications, can be met. Yes ____
    If no, specify number of days for delivery:_____

15. **SALT, COURSE, SOLAR DRIED, BLOWN IN per SPECIFICATIONS:**
    MSDS provided? Yes ____
    Delivery, as stated in Technical Specifications, can be met. Yes ____
    If no, specify number of days for delivery:_____

16. **SALT, COURSE, SOLAR DRIED, BAGGED per SPECIFICATIONS:**
    MSDS provided? Yes ____
    Delivery, as stated in Technical Specifications, can be met. Yes ____
    If no, specify number of days for delivery:_____

17. SODIUM HYDROXIDE 50%, LIQUID (CAUSTIC SODA) per SPECIFICATIONS:
Material meets AWWA Standard B501-80, latest revision? Yes ____
Affidavit of Compliance attached? Yes ____
MSDS provided? Yes ____
Delivery, as stated in Technical Specifications, can be met. Yes ____
If no, specify number of days for delivery:_____

18. CHLORINE LIQUID, 95# CYLINDERS per SPECIFICATIONS:
Material meets AWWA Standard B301-04, latest revision? Yes ✓
Affidavit of Compliance attached? Yes ✓
MSDS provided? Yes ✓
Delivery, as stated in Technical Specifications, can be met. Yes ✓
If no, specify number of days for delivery:_____

19. CHLORINE LIQUID, 150# CYLINDERS per SPECIFICATIONS:
Material meets AWWA Standard B301-04, latest revision? Yes ✓
Affidavit of Compliance attached? Yes ✓
MSDS provided? Yes ✓
Delivery, as stated in Technical Specifications, can be met. Yes ✓
If no, specify number of days for delivery:_____

20. SODIUM BICARBONATE 99% per SPECIFICATIONS:
MSDS provided? Yes ____
Delivery, as stated in Technical Specifications, can be met. Yes ____
If no, specify number of days for delivery:_____

21. BROMINE TABLETS 96% per SPECIFICATIONS:
MSDS provided? Yes ____
Delivery, as stated in Technical Specifications, can be met. Yes ____
If no, specify number of days for delivery:_____

22. SODIUM BISULFATE 91-94%, ANHYDROUS (DRY ACID) per SPECIFICATIONS:
MSDS provided? Yes ____
Delivery, as stated in Technical Specifications, can be met. Yes ____
If no, specify number of days for delivery:_____

23. POTASSIUM MONOPERSULFATE 86-96% (NON-CHLORINE SHOCK) per SPECIFICATIONS:
MSDS provided? Yes ____
Delivery, as stated in Technical Specifications, can be met. Yes ____
If no, specify number of days for delivery:_____

24. SODIUM THIOSULFATE (CHLOR OUT) per SPECIFICATIONS:
MSDS provided? Yes ____
Delivery, as stated in Technical Specifications, can be met. Yes ____
If no, specify number of days for delivery:_____

25. SODIUM HYPOCHLORITE 13% (CHLORINE BLEACH) per SPECIFICATIONS:
MSDS provided? Yes ____
Delivery, as stated in Technical Specifications, can be met. Yes ____
If no, specify number of days for delivery:_____

26. **HYDROGEN CHLORIDE 31% (MURIATIC ACID) per SPECIFICATIONS:**
MSDS provided? Yes ____
Delivery, as stated in Technical Specifications, can be met. Yes ____
If no, specify number of days for delivery:_____

27. **TAYLOR REAGENTS per SPECIFICATIONS:**
MSDS provided? Yes ____
Delivery, as stated in Technical Specifications, can be met. Yes ____
If no, specify number of days for delivery:_____

28. **FERROUS CHLORIDE**
MSDS provided? Yes ____
Delivery, as stated in Technical Specifications, can be met. Yes ____
If no, specify number of days for delivery:_____

29. **1" TRICHLOR TABLETS**
MSDS provided? Yes ____
Delivery, as stated in Technical Specifications, can be met. Yes ____
If no, specify number of days for delivery:_____

30. **SODIUM HYDROXIDE (CAUSTIC SODA), 50%**
MSDS provided? Yes ____
Delivery, as stated in Technical Specifications, can be met. Yes ____
If no, specify number of days for delivery:_____

31. **ANIONIC POLYMER, LIQUID: CLARIFLOC A-210P OR APPROVED EQUAL per SPECIFICATIONS:**
Material meets AWWA Standard B453-06, latest revision? Yes ____
Bidder meets Minimum Vendor Qualification? Yes ____
MSDS provided? Yes ____
Delivery, as stated in Technical Specifications, can be met. Yes ____
If no, specify number of days for delivery:_____

FAILURE TO INCLUDE ALL DOCUMENTS WITH BID MAY BE CONSIDERED AN INCOMPLETE BID

1. **BEGINNING AND END DATE OF INITIAL TERM.** July 1, 2014 through June 30, 2017.

   If the commencement of performance is delayed because the City does not execute the contract on the start date, the City may adjust the start date, end date and milestones to reflect the delayed execution.

2. **EXTENSION.** The City reserves the right to extend the term of this contract, provided however, that the City shall give written notice of its intentions to extend this contract no later than thirty (30) days prior to the expiration date of the contract.

3. **RENEWAL.** At the end of the initial term of this contract, the City may initiate renewal(s) as provided. The decision to renew a contract rests solely with the City. The City will give written notice of its intention to renew the contract no later than thirty (30) days prior to the expiration.

   Two (2) One-Year renewals possible at the City's option.

4. **PRICES.** All pricing shall be firm for the initial term of three (3) years except where otherwise provided by the specifications, and include all transportation, insurance and warranty costs. The City shall not be invoiced at prices higher than those stated in any contract resulting from this bid.

   The Contractor certifies that the prices offered are no higher than the lowest price the Contractor charges other buyers for similar quantities under similar conditions. The Contractor further agrees that any reductions in the price of the goods or services covered by this bid and occurring after award will apply to the undelivered balance. The Contractor shall promptly notify the City of such price reductions.

   During the sixty (60) day period prior to each annual anniversary of the contract effective date, the Contractor may submit a written request that the City increase the prices for an amount for no more than the twelve month change in the ***Producer Price Index for Industrial Chemicals WPU0613***, Not Seasonally Adjusted as published by the U.S. Department of Labor, Bureau of Labor Statistics (http://www.bls.gov/ppi/home.htm). The City shall review the request for adjustment and respond in writing; such response and approval shall not be unreasonably withheld.

   At the end of the initial term, pricing may be adjusted for amounts other than inflation based on mutual agreement of the parties after review of appropriate documentation. Renewal prices shall be firm for at least one year, and may be adjusted thereafter as outlined in the previous paragraph.

   No fuel surcharges will be accepted. No price increases will be accepted without proper request by Contractor and response by the City's Purchasing Division.

1. **BID SUBMISSION** - Submit a signed original along with five (5) copies of the bid in a sealed container and one electronic format on a CD or Thumb Drive.

   DO NOT use spiral binding or comb binding for your offers – 3-ring binders are preferred for large bids.

2. **BIDDER RESPONSE CHECKLIST.** This checklist is provided for your convenience. It is not necessary to return a copy of this solicitation's Instructions, Terms and Conditions, or Detailed Specifications with your bid response. Only submit the requested forms and any other requested or descriptive literature. Do not use comb or spiral binds for your bids. 3-ring binders are preferred for large responses.

   Response has been sent in time to be received prior to 3:00 PM local time on the due date.

   - [x] Original and proper number of copies submitted (above)
   - [x] Bid container properly labeled
   - [x] Vendor Questionnaire form completed and included, if required
   - [x] Pricing and Compensation, math double-checked, form completed and included (Exhibit A)
   - [x] W-9 Request for Taxpayer Identification Number and Certification form completed and included (http://www.irs.gov/pub/irs-pdf/fw9.pdf)
   - [x] Checked for any addenda issued and acknowledged on Pricing & Compensation form
   - [x] Exceptions, Confidential & Additional Items form completed and included
   - [x] Vendor Information form completed and included
   - [x] Offer And Acceptance form completed and included
   - [x] Compliance Questionnaire completed and included

VENDOR QUESTIONNAIRE

GENERAL

Years in Business providing similar services: 68 YEARS - INCLUDING RELATED COMPANIES

Number of employees at location serving this contract: 10

Provide Names, contact and telephone numbers of three (3) organizations that have received similar services from your company. At least one reference should be comparable in size to Mesa's proposed contract.

Firm/Government Agency Name: CITY OF PHOENIX

Contact Person: BONNIE GONZALEZ	Phone: 602-262-7799
Address: 251 W. WASHINGTON ST. PHOENIX, AZ. 85003	Fax: 602-534-4726
	E-Mail Address: BONNIE.GONZALEZ@PHOENIX.GOV

$ Value of Work, Supplies/Services and Dates Provided: CHLORINE TONS & 150 CYLINDERS SODIUM HYPOCHLORITE 12.5 SODIUM HYDROXIDE 50% & 25% EXCESS OF 4 MILLION DOLLARS SOME YEARS 2006 - 2011 *NOW HAVE TON CONTRACT & 150 CYLINDERS STARTED 4-2-14 # $800,000.00 #

Firm/Government Agency Name: CITY OF CHANDLER

Contact Person: CAROLEE STEES	Phone: 480-782-2405
Address: 175 S. ARIZONA AVE 3RD FLOOR CHANDLER, AZ 85225	Fax: 480-782-2410
	E-Mail Address: CAROLEE.STEES@CHANDLERAZ.GOV

$ Value of Work, Supplies/Services and Dates Provided: CHLORINE TONS & 150 lb. CYLINDERS (CONTRACT # MUI-985-2934)

Firm/Government Agency Name: CITY OF GLENDALE

Contact Person: VICTORIA JACKSON	Phone: 623-930-2867
Address: 5850 W. GLENDALE AVE SUITE 317 GLENDALE, AZ. 85301	Fax:
	E-Mail Address: VJACKSON@GLENDALEAZ.COM

$ Value of Work, Supplies/Services and Dates Provided: FURNISH 12.5 SODIUM HYPOCHLORITE TON CONTAINERS & 150 lb. CYLINDERS OF CHLORINE - CHANDLER COOP. BID

Vehicle/ Equipment Inventory which is available for this contract: SODIUM HYPOCHLORITE TANKERS, TRACTORS FLATBED TRAILERS FOR CHLORINE TONS & 150 lb. CYLINDERS

List any additions to equipment or personnel you anticipate if awarded this contract: ADD AN ADDITIONAL DRIVER PURCHASE AN ADDITIONAL TANKER FOR SODIUM HYPOCHLORITE DELIVERIES

Vendor Name DPC ENTERPRISES, L.P. Date: 4-29-14

Resume For Chris Haupt

University Of Texas At El Paso Graduated August 1978 Degree BBA Business Administration

September 1978 – March 1985: Employed by SEC – Amerigas
Responsibilities: District Manager at Lubbock TX Promoted To Area Manager 1982.
In charge of Sales and Operations for West Texas.

March 1985 to Present: Employed by DPC (29 Years)
Responsibilities: Area Manager Responsibility for Sales and Operations (Chlorine Packaging Facilities in Arizona and California)

VENDOR QUESTIONNAIRE

Subcontractors: List subcontractor that will participate in carrying out the obligations of any resulting contract.	
Subcontractor Contact Name: (NONE)	Phone:
Contractor License Type:	Type/Number:
Subcontractor Contact Name:	Phone:
Contractor License Type:	Type/Number:
Subcontractor Contact Name:	Phone:
Contractor License Type:	Type/Number:
List any other information which may be helpful in determining your qualifications for this contract.	
DPC ENTERPRISES, L.P. HAS BEEN IN BUSINESS SEVERAL YEARS SELLING CHLORINE TOTES AND ISO16. CHLORIDERS, SODIUM HYPOCHLORITE AND CAUSTIC SODA. KNOW TO HAVE GREAT SERVICE & SAFE.	
FINANCIAL	
Company Management: Provide names and years with the Company.	
President: DPC Enterprises, LP, by DPC Enterprises, GP, LLC, its general partner R. C. Karm, President (35 years)	
Controller: Connie O'Guynn (13 years)	
Contractor/Representative (Who would handle this account: submit resume with proposal)	
Chris Haupt (29 years) WITH DPC ENTERPRISE & RELATED COMP.	
Yearly sales volume at location serving this contract:	
Banking References: PLEASE SEE ATTACHED	
Bank: Please refer to attached credit reference sheet for banking and credit information.	
Location:	
Officer	
Bank:	
Location:	
Officer:	
Credit References: Provide names and telephone numbers of at least three (3) organizations that your company deals with on a day-to-day basis (i.e. suppliers)	

Vendor Name DPC ENTERPRISES, L.P. Date: 4-29-13

VENDOR QUESTIONNAIRE

Firm/Government Agency Name:	
Contact Person:	Phone:
Address:	Fax:
	E-Mail Address:
Supplier of:	
Firm/Government Agency Name:	
Contact Person:	Phone:
Address:	Fax:
	E-Mail Address:
Supplier of:	
Firm/Government Agency Name:	
Contact Person:	Phone:
Address:	Fax:
	E-Mail Address:
Supplier of:	

Insurance: Provide name of insurance carriers that provide coverage for your company	
Automobile:	Commerce & Industry Insurance Company
General/Contractor Liability: Workers Compensation:	Chartis Specialty Insurance Co. Granite State Insurance Co.
Bonding:	Liberty Mutual Insurance Co

Vendor Name: DPC ENTERPRISES, L.P. Date: 4-29-14

PRICING AND COMPENSATION

Offerors shall complete Excel spreadsheet entitled "2014241 EXHIBIT A PRICING AND COMPENSATION", and provide all requested information.

Vendor Name DPC ENTERPRISES, L.P. Date: 4-29-14

REVISED EXHIBIT A - PRICING AND COMPENSATION
IFB NO. 2014241

Pursuant to all the contract specifications enumerated and described in this solicitation, we agree to furnish Water/Wastewater Treatment and Pool Chemicals to the City of Mesa and listed agencies at the price(s) stated below.

Vendor Name: DPC ENTERPRISES, L.P.

Item #	Description	Unit Price	Estimated Annual Usage	Unit of Measure	Total Price
1	Sodium Hydroxide 25%, NaOH (Caustic Soda) (Mesa-166,000 gallons; Peoria USD #11-525 gallons; Gilbert-9,000 gallons)	No Bid	166,525	gallon	No Bid
	Unit cost for Less than Truck Load Order				
	Full Truck Load (FTL) Minimum Order Quantity: _____Gallons				
	Less than Truck Load (LTL) Minimum Order Quantity: _____Gallons				
	Additional Delivery Fee for Locations outside the Phoenix Metropolitan Area as defined in Section 9.31:	FTL: $			
		LTL: $			
	Formula used to calculate dry weight from gallons/wet weight				
	Manufacturer:				
	Product I.D.				
	Delivery ARO:				
2	Sodium Hypochlorite (Bleach), 12.5% NaOCl3 (Mesa-650,000 gallons; Sierra Vista-2,500 gallons; City of Peoria-497,930 gallons)	$0.73	1,050,030	gallon	$ 766,521.90
	Unit cost for Less than Truck Load Order	$0.90			
	Full Truck Load (FTL) Minimum Order Quantity: ____4,000_____Gallons				
	Less than Truck Load (LTL) Minimum Order Quantity: ____500_____Gallons				
	Additional Delivery Fee for Locations outside the Phoenix Metropolitan Area as defined in Section 9.31:	FTL: $250.00			
		LTL: $750.00			
	Manufacturer:	DPC Enterprises, L.P.			
	Product I.D.	DPCMAX 12.5%			
	Delivery ARO:	2 - 3 Days ARO			
3	Ferrous Chloride, Liquid 27%-35%, FeCl2 (Mesa-1,500 tons; Gilbert-345 tons, Queen Creek- 110 tons)	No Bid	1,955	anhydrous ton	No Bid
	Unit cost for Less than Truck Load Order				
	Full Truck Load (FTL) Minimum Order Quantity: _____Tons				
	Less than Truck Load (LTL) Minimum Order Quantity: _____Tons				
	Additional Delivery Fee for Locations outside the Phoenix Metropolitan Area as defined in Section 9.31:	FTL: $			
		LTL: $			
	Formula used to calculate dry weight from gallons/wet weight				
	Manufacturer:				
	Product I.D.				
	Delivery ARO:				
4	Aluminum Sulfate, Liquid 48% (Mesa-1,300 dry tons; City of Peoria-700 dry tons)	No Bid	2,000	dry ton	No Bid
	Unit cost for Less than Truck Load Order				
	Full Truck Load (FTL) Minimum Order Quantity: _____Tons				
	Less than Truck Load (LTL) Minimum Order Quantity: _____Tons				
	Additional Delivery Fee for Locations outside the Phoenix Metropolitan Area as defined in Section 9.31:	FTL: $			
		LTL: $			
	Formula used to calculate dry weight from gallons/wet weight				
	Manufacturer:				
	Product I.D.				
	Delivery ARO:				

REVISED EXHIBIT A - PRICING AND COMPENSATION
IFB NO. 2014241

Vendor Name: DPC ENTERPRISES, L.P.

Item #	Description	Unit Price	Estimated Annual Usage	Unit of Measure	Total Price
5	Powdered Activated Carbon, PAC, Solid, 100%	No Bid	520,000	dry pound	No Bid
	Unit cost for Less than Truck Load Order				
	Full Truck Load (FTL) Minimum Order Quantity: _____ Dry Pounds				
	Less than Truck Load (LTL) Minimum Order Quantity: _____ Dry Pounds				
	Additional Delivery Fee for Locations outside the Phoenix Metropolitan Area as defined in Section 8.31:	FTL: $			
		LTL: $			
	Delivered Processing Size:				
	From the dose response curve:				
	Pounds of PAC to remove 80% of MIB in low dosages				
	Pounds of PAC to remove 80% of Geosmin in low dosages				
	Manufacturer:				
	Product I.D.:				
	Delivery ARO:				
6	Sodium Chlorite, Liquid, 25% NaOCl2	No Bid	310	wet ton	No Bid
	Unit cost for Less than Truck Load Order				
	Full Truck Load (FTL) Minimum Order Quantity: _____ Wet Tons				
	Less than Truck Load (LTL) Minimum Order Quantity: _____ Wet Tons				
	Additional Delivery Fee for Locations outside the Phoenix Metropolitan Area as defined in Section 8.31:	FTL: $			
		LTL: $			
	Conversion formula to calculate wet ton from gallon				
	Manufacturer:				
	Product I.D.				
	Delivery ARO:				
7	Chlorine, Liquid 100% (1 ton container) (Mesa-270 tons; Gilbert-96 tons; City of Glendale-155 tons)	$514.00	521	ton	$ 267,794.00
	Unit cost for Less than Truck Load Order	$514.00			
	Full Truck Load (FTL) Minimum Order Quantity: 2 Tons				
	Less than Truck Load (LTL) Minimum Order Quantity: 1 Tons				
	Additional Delivery Fee for Locations outside the Phoenix Metropolitan Area as defined in Section 8.31:	FTL: $250.00			
		LTL: $300.00			
	container/pallet deposit, if any (refunded upon return)	No Deposit On Chlorine Tons Containers			
	# of days free use	365 Days			
	Charge per day after free use:	$1.00 per day			
	Lost Cylinder Charge:	$3,200.00 Per Ton Cylinder			
	Cylinder considered lost after how long?	580 Days			
	Valve damage beyond repair:	$35.00 Per Valve			
	Lost Cap:	$5.00 Per Outlet Cap			
	Manufacturer:	Cenexus Corporation			
	Product I.D	Chlorine #135010			
	Delivery ARO:	1-3 Days			

REVISED EXHIBIT A - PRICING AND COMPENSATION
IFB NO. 2014241

Vendor Name: DPC ENTERPRISES, L.P.

Item #	Description	Unit Price	Estimated Annual Usage	Unit of Measure	Total Price
8	HydroFluorosilicic Acid (HFS/FSA), 24.5%	No Bid	40	dry ton	No Bid
	Unit cost for Less than Truck Load Order				
	Full Truck Load (FTL) Minimum Order Quantity: _____Dry Tons				
	Less than Truck Load (LTL) Minimum Order Quantity: _____Dry Tons				
	Additional Delivery Fee for Locations outside the Phoenix Metropolitan Area as defined in Section S.31:	FTL: $			
		LTL: $			
	Formula used to calculate dry weight from gallons/wet weight				
	Manufacturer:				
	Product I.D.				
	Delivery ARO:				
9	Cationic Polymer, Liquid - CLARIFLOC C-308P or approved equal	No Bid	160,000	lbs NEAT	No Bid
	Unit cost for Less than Truck Load Order				
	Full Truck Load (FTL) Minimum Order Quantity: _____lbs NEAT				
	Less than Truck Load (LTL) Minimum Order Quantity: _____lbs NEAT				
	Additional Delivery Fee for Locations outside the Phoenix Metropolitan Area as defined in Section S.31:	FTL: $			
		LTL: $			
	Product Name:				
	Manufacturer:				
	Product I.D				
	Delivery ARO:				
10	Cationic Polymer, Liquid - CLARIFLOC 6215 or approved equal	No Bid	8,000	lbs NEAT	No Bid
	Unit cost for Less than Truck Load Order				
	Full Truck Load (FTL) Minimum Order Quantity: _____lbs NEAT				
	Less than Truck Load (LTL) Minimum Order Quantity: _____lbs NEAT				
	Additional Delivery Fee for Locations outside the Phoenix Metropolitan Area as defined in Section S.31:	FTL: $			
		LTL: $			
	container/pallet deposit, if any (refunded upon return)				
	Product Name:				
	Manufacturer:				
	Product I.D.				
	Delivery ARO:				
11	Sodium Bisulfite, 40% NaHSO3 (Mesa-4,100 gallons; City of Glendale-15,400 gallons)	No Bid	19,500	gallon	No Bid
	Unit cost for Less than Truck Load Order				
	Full Truck Load (FTL) Minimum Order Quantity: _____Gallons				
	Less than Truck Load (LTL) Minimum Order Quantity: _____Gallons				
	Additional Delivery Fee for Locations outside the Phoenix Metropolitan Area as defined in Section S.31:	FTL: $			
		LTL: $			
	container/pallet deposit, if any (refunded upon return)				
	Manufacturer:				
	Product I.D.				
	Delivery ARO:				

REVISED EXHIBIT A - PRICING AND COMPENSATION
IFB NO. 2014241

Vendor Name: DPC ENTERPRISES, L.P.

Item #	Description	Unit Price	Estimated Annual Usage	Unit of Measure	Total Price
12	Calcium Nitrate (Aqueous Solution)	No Bid	3,500	gallon	No Bid
	Unit cost for Less than Truck Load Order				
	Full Truck Load (FTL) Minimum Order Quantity: _____Gallons				
	Less than Truck Load (LTL) Minimum Order Quantity: _____Gallons				
	Additional Delivery Fee for Locations outside the Phoenix Metropolitan Area as defined in Section S.31:	FTL: $			
		LTL: $			
	Manufacturer:				
	Product I.D.				
	Delivery ARO:				
13	Hydrochloric Acid 31-35%, Solution - Bulk Totes 300 - 400 Gallon (Mesa-3,000 gallons; Mohave County-1,200 gallons; City of Peoria-1,293 gallons)	No Bid	5,493	gallon	No Bid
	Unit cost for Less than Truck Load Order				
	Full Truck Load (FTL) Minimum Order Quantity: _____Gallons				
	Less than Truck Load (LTL) Minimum Order Quantity: _____Gallons				
	Additional Delivery Fee for Locations outside the Phoenix Metropolitan Area as defined in Section S.31:	FTL: $			
		LTL: $			
	container/pallet deposit, if any (refunded upon return)				
	Manufacturer:				
	Product I.D				
	Delivery ARO:				
14	Hydrochloric Acid 31-35%, 500# Drum (Mesa-3,000 lbs; Marana USD-1,500 lbs)	No Bid	4,500	pound	No Bid
	Unit cost for Less than Truck Load Order				
	Full Truck Load (FTL) Minimum Order Quantity: _____Pounds				
	Less than Truck Load (LTL) Minimum Order Quantity: _____Pounds				
	Additional Delivery Fee for Locations outside the Phoenix Metropolitan Area as defined in Section S.31:	FTL: $			
		LTL: $			
	container/pallet deposit, if any (refunded upon return)				
	Manufacturer:				
	Product I.D.				
	Delivery ARO:				

REVISED EXHIBIT A - PRICING AND COMPENSATION
IFB NO. 2014241

Vendor Name: DPC ENTERPRISES, L.P.

Item #	Description	Unit Price	Estimated Annual Usage	Unit of Measure	Total Price
15	Salt, Course Crystal, Solar Dried (Blown in)	No Bid	130	ton	No Bid
	Unit cost for Less than Truck Load Order				
	Full Truck Load (FTL) Minimum Order Quantity: _____Tons				
	Less than Truck Load (LTL) Minimum Order Quantity: _____Tons				
	Additional Delivery Fee for Locations outside the Phoenix Metropolitan Area as defined in Section S.31:	FTL: $			
		LTL: $			
	Manufacturer:				
	Product I.D.				
	Delivery ARO:				
16	Salt, Course Bagged (50# Bag)	No Bid	1,875	each	No Bid
	Unit cost for Less than Truck Load Order				
	Full Truck Load (FTL) Minimum Order Quantity: _____Each				
	Less than Truck Load (LTL) Minimum Order Quantity: _____Each				
	Additional Delivery Fee for Locations outside the Phoenix Metropolitan Area as defined in Section S.31:	FTL: $			
		LTL: $			
	container/pallet deposit, if any (refunded upon return)				
	Manufacturer:				
	Product I.D.				
	Delivery ARO:				
17	Sodium Hydroxide 50%, Liquid (Caustic Soda), (700# Drum)	No Bid	35,000	pound	No Bid
	Unit cost for Less than Truck Load Order				
	Full Truck Load (FTL) Minimum Order Quantity: _____Pounds				
	Less than Truck Load (LTL) Minimum Order Quantity: _____Pounds				
	Additional Delivery Fee for Locations outside the Phoenix Metropolitan Area as defined in Section S.31:	FTL: $			
		LTL: $			
	container /pallet deposit, if any (refunded upon return)				
	Manufacturer:				
	Product I.D.				
	Delivery ARO:				

REVISED EXHIBIT A - PRICING AND COMPENSATION
IFB NO. 2014241

Vendor Name: DPC ENTERPRISES, L.P.

Item #	Description	Unit Price	Estimated Annual Usage	Unit of Measure	Total Price
18	Chlorine, Liquid (958 Cylinders)	$ 72.50	140	each	$ 10,150.00
	Unit cost for Less than Truck Load Order	$72.50			
	Full Truck Load (FTL) Minimum Order Quantity: 3 or more Each				
	Less than Truck Load (LTL) Minimum Order Quantity: 2 Each				
	Additional Delivery Fee for Locations outside the Phoenix Metropolitan Area as defined in Section 8.31:	FTL: $100.00 LTL: $150.00			
	container/pallet deposit, if any (refunded upon return)	No Deposit On Chlorine 958 Cylinders			
	# of days free use	365 Days			
	Charge per day after free use:	$0.40 Per Day			
	Lost Cylinder Charge:	$900.00 Per Cylinder			
	Cylinder considered lost after how long?	380 Days			
	Valve damage beyond repair:	$5.00			
	Lost Cap:	$3.00 Per Outlet Cap			
	Manufacturer:	Canexus Corporation			
	Product I.D	Chlorine # 138004			
	Delivery ARO:	2-3 Days			
19	Chlorine, Liquid (150# Cylinders) (Mesa-670 each; Peoria USD #11-60 each; City of Glendale-420 each; City of Peoria-411 each)	$68.88	1,581	each	$ 107,521.68
	Unit cost for Less than Truck Load Order	$68.88			
	Full Truck Load (FTL) Minimum Order Quantity: 3 or more Each				
	Less than Truck Load (LTL) Minimum Order Quantity: 2 or mo Each				
	Additional Delivery Fee for Locations outside the Phoenix Metropolitan Area as defined in Section 8.31:	FTL: $100.00 LTL: $150.00			
	container/pallet deposit, if any (refunded upon return)	No Deposit Charge on 150# Chlorine Cylinders			
	# of days free use	365 Days			
	Charge per day after free use:	$.040 Per Day			
	Lost Cylinder Charge:	$300.00 Per Cylinder			
	Cylinder considered lost after how long?	380 Days			
	Valve damage beyond repair:	$35.00 Per Valve			
	Lost Cap:	$3.00 Per Outlet Cap			
	Manufacturer:	Canexus Corporation			
	Product I.D:	Chlorine # 138004			
	Delivery ARO:	2-3 Days			

REVISED EXHIBIT A - PRICING AND COMPENSATION
IFB NO. 2014241

Vendor Name: DPC ENTERPRISES, L.P.

Item #	Description	Unit Price	Estimated Annual Usage	Unit of Measure	Total Price
20	Sodium Bicarbonate 99% (50# bag) (Mesa-2,430 bags, Sierra Vista-20 bags, Marana USD-12 bags, Peoria USD #11-294 bags)	No Bid	3,762	each	No Bid
	Unit cost for Less than Truck Load Order				
	Full Truck Load (FTL) Minimum Order Quantity: _____Each				
	Less than Truck Load (LTL) Minimum Order Quantity: _____Each				
	Additional Delivery Fee for Locations outside the Phoenix Metropolitan Area as defined in Section S.31:	FTL: $			
		LTL: $			
	container/pallet deposit, if any (refunded upon return)				
	Manufacturer:				
	Product I.D.				
	Delivery ARO:				
21	Bromine Tabs 99% (50# pail)	No Bid	30	each	No Bid
	Unit cost for Less than Truck Load Order				
	Full Truck Load (FTL) Minimum Order Quantity: _____Each				
	Less than Truck Load (LTL) Minimum Order Quantity: _____Each				
	Additional Delivery Fee for Locations outside the Phoenix Metropolitan Area as defined in Section S.31:	FTL: $			
		LTL: $			
	container/pallet deposit, if any (refunded upon return)				
	Product I.D.				
	Delivery ARO:				
22	Sodium Bisulfate 91-94%, Anhydrous (Dry Acid) (50# bag)	No Bid	240	each	No Bid
	Unit cost for Less than Truck Load Order				
	Full Truck Load (FTL) Minimum Order Quantity: _____Each				
	Less than Truck Load (LTL) Minimum Order Quantity: _____Each				
	Additional Delivery Fee for Locations outside the Phoenix Metropolitan Area as defined in Section S.31:	FTL: $			
		LTL: $			
	container/pallet deposit, if any (refunded upon return)				
	Manufacturer:				
	Product I.D.				
	Delivery ARO:				
23	Potassium Mono Persulfate 56-96% (Non-Chlorine Shock) (50# bag)	No Bid	200	each	No Bid
	Unit cost for Less than Truck Load Order				
	Full Truck Load (FTL) Minimum Order Quantity: _____Each				
	Less than Truck Load (LTL) Minimum Order Quantity: _____Each				
	Additional Delivery Fee for Locations outside the Phoenix Metropolitan Area as defined in Section S.31:	FTL: $			
		LTL: $			
	container/pallet deposit, if any (refunded upon return)				
	Manufacturer:				
	Product I.D.				
	Delivery ARO:				

REVISED EXHIBIT A - PRICING AND COMPENSATION
IFB NO. 2014241

Vendor Name: DPC ENTERPRISES, L.P.

Item #	Description	Unit Price	Estimated Annual Usage	Unit of Measure	Total Price
24	Sodium Thiosulfate (Chlor Out) (25# pail)	No Bid	48	each	No Bid
	Unit cost for Less than Truck Load Order				
	Full Truck Load (FTL) Minimum Order Quantity: _____Each				
	Less than Truck Load (LTL) Minimum Order Quantity: _____Each				
	Additional Delivery Fee for Locations outside the Phoenix Metropolitan Area as defined in Section S.31:	FTL: $			
		LTL: $			
	container/pallet deposit, if any (refunded upon return)				
	Manufacturer:				
	Product I.D.				
	Delivery ARO:				
25	Sodium Hypochlorite 13% (Bleach), (15 gallon drum) (Mesa-100 drums, Marana-186 drums)	No Bid	286	each	No Bid
	Unit cost for Less than Truck Load Order				
	Full Truck Load (FTL) Minimum Order Quantity: _____Each				
	Less than Truck Load (LTL) Minimum Order Quantity: _____Each				
	Additional Delivery Fee for Locations outside the Phoenix Metropolitan Area as defined in Section S.31:	FTL: $			
		LTL: $			
	container/pallet deposit, if any (refunded upon return)				
	Manufacturer:				
	Product I.D.				
	Delivery ARO:				
26	Hydrochloric Acid 31% (Muriatic Acid) (1 gallon bottle x 4/case) (Mesa-200 gallons; Sierra Vista-2,700 gallons; Marana USD-500 gallons)	No Bid	2,700	gallon	No Bid
	Unit cost for Less than Truck Load Order				
	Full Truck Load (FTL) Minimum Order Quantity: _____Gallons				
	Less than Truck Load (LTL) Minimum Order Quantity: _____Gallons				
	Additional Delivery Fee for Locations outside the Phoenix Metropolitan Area as defined in Section S.31:	FTL: $			
		LTL: $			
	container/pallet deposit, if any (refunded upon return)				
	Manufacturer				
	Product I.D.				
	Delivery ARO:				

REVISED EXHIBIT A - PRICING AND COMPENSATION
IFB NO. 2014241

Vendor Name: DPC ENTERPRISES, L.P.

Item #	Description	Unit Price	Estimated Annual Usage	Unit of Measure	Total Price
27	Reagents, Taylor Technologies Inc. Replacement: (3/4 oz. bottle/each) - No Substitutes				
	A DPD Solution #1 / R-0001-A -3/4 Oz		500	each	No Bid
	Unit cost for Less than Truck Load Order (A)				
	B DPD Solution #2 / R-0002-A -3/4 Oz		500	each	No Bid
	Unit cost for Less than Truck Load Order (B)				
	C pH Indicator #4 / R-0004-A - 3/4 Oz		500	each	No Bid
	Unit cost for Less than Truck Load Order (C)				
	D Thiosulfate #7 / R-0007-A - 3/4 Oz		500	each	No Bid
	Unit cost for Less than Truck Load Order (D)				
	E Total Alkalinity #8 / R-0008-A - 3/4 Oz		500	each	No Bid
	Unit cost for Less than Truck Load Order (E)				
	F Sulfuric Acid #9 / R-0009-A - 3/4 Oz		500	each	No Bid
	Unit cost for Less than Truck Load Order (F)				
	G Calcium Buffer #10 / R-0010-A - 3/4 Oz		500	each	No Bid
	Unit cost for Less than Truck Load Order (G)				
	H Calcium Indicator #11 / R-0011L-A - 3/4 Oz		500	each	No Bid
	Unit cost for Less than Truck Load Order (H)				
	I Hardness Reagent #12 / R0012-A - 3/4 Oz		500	each	No Bid
	Unit cost for Less than Truck Load Order (I)				
	Full Truck Load (FTL) Minimum Order Quantity: _____Each				
	Less than Truck Load (LTL) Minimum Order Quantity: _____Each				
	Additional Delivery Fee for Locations outside the Phoenix Metropolitan Area as defined in Section 8.31:	FTL: $			
		LTL: $			
	container/pallet deposit, if any (refunded upon return)				
	Manufacturer:	Taylor Technologies Inc (no substitutes)			
	Delivery ARO:			27 A - I Total	No Bid
28	INTENTIONALLY LEFT BLANK - REMOVED PER ADDENDUM #1				
29	1" Trichlor Tablets (Delivery: 55 pound pail)-(Queen Creek-25,000 lbs; Marana USD-330 lbs)		25,330	pound	No Bid
	Unit cost for Less than Truck Load Order				
	Full Truck Load (FTL) Minimum Order Quantity: _____Pounds				
	Less than Truck Load (LTL) Minimum Order Quantity: _____Pounds				
	Additional Delivery Fee for Locations outside the Phoenix Metropolitan Area as defined in Section 8.31:	FTL: $			
		LTL: $			
	container/pallet deposit, if any (refunded upon return)				
	Manufacturer:				
	Product I.D.				
	Delivery ARO:				
30	Sodium Hydroxide (Caustic Soda), 50% (Delivery: Bulk) (Peoria USD #11)	No Bid	625	gallon	No Bid
	Formula used to calculate dry weight from gallons/wet weight				
	Unit cost for Less than Truck Load Order				
	Full Truck Load (FTL) Minimum Order Quantity: _____Gallons				
	Less than Truck Load (LTL) Minimum Order Quantity: _____Gallons				
	Additional Delivery Fee for Locations outside the Phoenix Metropolitan Area as defined in Section 8.31:	FTL: $			
		LTL: $			
	Manufacturer:				
	Product I.D.				
	Delivery ARO:				

REVISED EXHIBIT A - PRICING AND COMPENSATION
IFB NO. 2014241

Vendor Name: DPC ENTERPRISES, L.P.

Item #	Description	Unit Price	Estimated Annual Usage	Unit of Measure	Total Price
31	Anionic Polymer, Liquid: Clarifloc A-210P or approved equal (Town of Gilbert)	No Bid	11,500	lbs NEAT	No Bid
	Unit cost for Less than Truck Load Order				
	Full Truck Load (FTL) Minimum Order Quantity: _____ lbs NEAT				
	Less than Truck Load (LTL) Minimum Order Quantity: _____ lbs NEAT				
	Additional Delivery Fee for Locations outside the Phoenix Metropolitan Area as defined in Section S.31:	FTL:	$		
		LTL:	$		
	Product Name:				
	Manufacturer:				
	Product I.D.				
	Delivery ARO:				

BIDDERS TO SUBMIT COPIES OF MSDS SHEETS FOR EACH CHEMICAL OFFERED.

The City will add any applicable sales tax or use tax. Sales/Use taxes should not be included in the bid prices. Vendors who will be charging a Mesa Transaction Privilege Tax (TPT) will have a 1.75% removed from the taxable item(s) for the purpose of award evaluation (1.25) with the exception of items 1 - 14 which are exempt from taxes.

The City will add any applicable sales tax or use tax. Sales/Uses taxes should not be included in the bid prices.

FOB: Destination, Freight Prepaid and Allowed
Freight Costs: Unit prices are to include all Shipping and Transportation Costs within the Phoenix Metropolitan Area (50 mile radius of Downtown Phoenix Zip Code 85003) per S.31.

No fuel surcharges will be accepted.

Payment Terms (Not Less Than Net 30 Days) Net 30 Days
Prompt Payment Discount of 0 % if invoices are paid within 30 days of receipt.

Does Bidder agree to honor the prices, terms and conditions to other agencies as specified in section S.38?
XXX Yes _____ No (A "no" answer will not disqualify your bid.)

Will you allow payment of invoices using a Procurement Card? XXX Yes _____ No
Discount for Procurement Card Purchases? 0 %

Bidder complies with S.9 "Compliance With Applicable Law"? XXX Yes _____ No

ADDENDA

Bidders are responsible for verifying receipt of any addenda issued by checking the City's website at www.mesaaz.gov/purchasing prior to the bid opening (see 1.2). Failure to acknowledge any addenda issued may result in a response being deemed non-responsive.

Acknowledgement of Receipt of Addenda (initial for each addenda received, if applicable):

Addenda #1 C.H.
Addenda #2 _____

EXCEPTIONS, CONFIDENTIAL & ADDITIONAL MATERIALS

Bidders shall indicate any and all exceptions taken to the provisions or specifications in this solicitation document. Exceptions that surface elsewhere and that do not also appear under this section shall be considered invalid and void and of no contractual significance.

Exceptions (mark one):

****Special Note – Any material exceptions taken to the City's Standard Terms and Conditions will render a Bid Non-responsive.**

✓ No exceptions

_____ Exceptions taken (describe--attach additional pages if needed)

Confidential/Proprietary Submittals (mark one):

✓ No confidential/proprietary materials have been included with this bid

_____ Confidential/Proprietary materials included. Bidders should identify below any portion of their bid deemed confidential or proprietary (see S.12). Identification in this section does not guarantee that disclosure will be prevented but that the item will be subject to review by the Offeror and the City prior to any public disclosure. Requests to deem the entire bid as confidential will not be considered.

Additional Materials submitted (mark one):

_____ No additional materials have been included with this bid

✓ Additional Materials attached (describe--attach additional pages if needed)

PAGE W/ BANK INFORMATION & TRADE REFERENCES
W-9
MSDS FOR CHLORE & SODIUM HYPOCHLORITE
AWWA STATEMENT FOR OUR PRODUCTS
NSF CERT.
CHEMICAL ANALYSIS FOR CHLORINE & SODIUM HYPOCHLORITE
INSURANCE CERTIFICATE

Vendor Name DFC ENTERPRISES, L.P. Date: 4-29-14

VENDOR INFORMATION

Company Legal/Corporate Name: DPC ENTERPRISES, L.P.

Doing Business As (if different than above): _____

Address: 4909 W. PASADENA AVE.

City: GLENDALE State: AZ Zip: 85301-

Phone: 623-930-8015 Fax: 623-934-9983

E-Mail Address: chaupt@dxgroup.com Website: WWW.dxgroup.com

Taxpayer Identification Number: 76-0576883 DUNS #: _____

Remit to Address (if different than above):

Address: P.O. Box 301123

City: DALLAS State: TX Zip: 75303-1123

Order from Address (if different from above):

Address: ~~SAME~~ SAME AS ABOVE

City: _____ State: _____ Zip: _____

Contact for Questions about this bid:

Name: CHRIS Haupt Fax: 623-934-9983

Phone: 623-930-8015 E-Mail Address: chaupt@dxgroup.com

Day-to-Day Project Contact (if awarded):

Name: CHRIS Haupt Fax: 623-934-9983

Phone: 623-930-8015 E-Mail Address: (SAME AS ABOVE)

Sales/Use Tax Information (check one):

____ Bidder is located outside Arizona and does NOT collect Arizona State Sales/Use Tax (The City will pay use tax directly to the AZ Dept of Revenue)

____ Bidder is located outside Arizona is authorized to collect Arizona Sales/Use Taxes (The Bidder should invoice the applicable sales tax and remit to the appropriate taxing authorities)
State Sales Tax Number: _____
City Sales Tax Number: _____ City of: _____, AZ
Sales Tax Rate: _____

✓ Bidder is located in Arizona (The Bidder should invoice the applicable sales tax and remit to the appropriate taxing authorities)
State Sales Tax Number: 07-584690-D
City Sales Tax Number: 1000025078 City of: GLENDALE, AZ
Sales Tax Rate: 9.2 %

____ Certified Small Business Certifying Agency: _____

____ Certified Minority, Woman or Disadvantaged Business Enterprise Certifying Agency: _____

SKIP THIS AFFIDAVIT IF:

✓ Bidder is a(n) **LLC, Corporation or Partnership** as indicated on your W-9

COMPLETE AFFIDAVIT IF:

_____ Bidder is a(n) **Individual or Sole Proprietor** as indicated on your W-9

AFFIDAVIT

ARS §1-502 requires that any Person who applies to the City for a Local Public Benefit (defined as a Grant, Contract or Loan) must demonstrate through the presentation of one (1) of the following documents that he/she is lawfully present in the United States (See section i.10 of the Instructions).

Please place a check mark next to the applicable document and present the document to the City employee. If mailing the document, attach a copy of the document to this Affidavit. (If the document says on its face that it may not be copied or you know for reasons of confidentiality that it cannot be copied, you will need to present the document in person to the City for review and signing of the affidavit.)

_____ 1. **Arizona driver license issued after 1996.**
Print first 4 numbers/letters from license: ___ ___ ___ ___

_____ 2. **Arizona non-operating identification license.**
Print first 4 numbers/letters: ___ ___ ___ ___

_____ 3. **Birth certificate or delayed birth certificate issued in any state, territory or possession of the United States.**
Year of birth: _____: Place of birth: _____

_____ 4. **United States Certificate of Birth abroad.**
Year of birth: _____: Place of birth: _____

_____ 5. **United States passport.**
Print first 4 numbers/letters on Passport: ___ ___ ___ ___

_____ 6. **Foreign passport with a United States Visa.**
Print first 4 numbers/letters on Passport ___ ___ ___ ___
Print first 4 numbers/letters on Visa ___ ___ ___ ___

_____ 7. **I-94 form with a photograph.**
Print first 4 numbers on I-94: ___ ___ ___ ___

_____ 8. **United States Citizenship & Immigration Services Employment Authorization Document (EAD).**
Print first 4 numbers/letters on EAD: ___ ___ ___ ___

_____ 9. **Refugee travel document.**
Date of Issuance: _____: Refugee Country: _____

_____ 10. **United States Certificate of Naturalization.**
Print first 4 digits of CIS Reg. No.: ___ ___ ___ ___

_____ 11. **United States Certificate of Citizenship.**
Date of Issuance: _____: Place of Issuance: _____

_____ 12. **Tribal Certificate of Indian Blood.**
Date of Issuance: _____: Name of Tribe: _____

_____ 13. **Tribal or Bureau of Indian Affairs Affidavit of Birth.**
Year of Birth: _____: Place of Birth: _____

In accordance with the requirements of Arizona Law, I do swear or affirm under penalty of perjury that I am lawfully present in the United States and that the document I presented to establish this presence is true.

_____ _____
Signature Business/Company Name

_____ Verification of Attachment by City Staff Member:
Print Name

_____ _____
Date Signature Date

OFFER AND ACCEPTANCE

By signing and submitting this Bid, the Vendor certifies that:

a) It is under no legal prohibition on contracting with the City of Mesa.
b) It has read, understands, and is in compliance with the specifications, terms and conditions stated herein, as well as its attachments, and any referenced documents.
c) It has no known, undisclosed conflicts of interest.
d) The prices offered were independently developed without consultation or collusion with any of the other respondents or potential respondents or any other anti-competitive practices.
e) No offer of gifts, payments or other consideration were made to any City employee, officer, elected official, or consultant who has or may have had a role in the procurement process for the services and or goods/materials covered by this contract.
f) It grants the City of Mesa permission to copy all parts of this response, including without limitation any documents and/or materials copyrighted by the respondent, for Mesa's internal use in evaluating respondent's offer, or in response to a public records request under Arizona's public records law (A.R.S. §39-121 et. seq.) or other applicable law, subpoena, or other judicial process; provided that Mesa agrees not to change or delete any copyright or proprietary notices.
g) Under the provisions of A.R.S. §41-4401, respondent hereby warrants to the City that the respondent and each of its subcontractors ("Subcontractors") will comply with, and are contractually obligated to comply with, all Federal Immigration laws and regulations that relate to their employees and A.R.S. §23-214(A) (hereinafter "Contractor Immigration Warranty").
h) Under the provisions of A.R.S. §35-392, respondent certifies that they are not in violation of section 6(j) of the Federal Export Administration Act and barred by the State of Arizona from selling to the City.
i) It will provide the materials or services specified in compliance with all Federal, State, and Local Statutes and Rules if awarded by the City.
j) It is current in all obligations due to the City.
k) It will accept such terms and conditions in a resulting contract if awarded by the City.
l) The signatory is an officer or duly authorized agent of the respondent with full power and authority to submit binding offers for the goods or services as specified herein.

ACCEPTED AND AGREED TO:

Company Name: DPC ENTERPRISES

Signature: Chris Haupt

Printed Name: CHRIS HAUPT

Title: AREA MANAGER

Date: 4-29-14

ACCEPTANCE OF OFFER:

The offer is hereby accepted. The Contractor is now bound to sell the materials or services specified in the Contract, including all terms and conditions, specifications, addenda, etc. This contract shall henceforth be referred to as Contract Number **2014241.**

Term (if different than stated in the Milestones) 7/1/14 through 6/30/17

Awarded this 4th day of July, 2014

Edward Quedens, CPPO, C.P.M.
As Business Services Director

mesa·az

TO: All Bidders Receiving Invitation for Bid #2014241 for Water/Wastewater Treatment and Pool Chemicals

FROM: Myrna Quihuis, Procurement Officer mq

DATE: April 24, 2014

SUBJECT: Addendum # 1

All bidders are hereby notified that the Invitation for Bid for Water/Wastewater Treatment and Pool Chemicals has been revised by this addendum.

- Exhibit A - Pricing and Compensation spreadsheet has been revised. Please submit your response on the revised Exhibit A-Pricing and Compensation pages noted as Addendum No. 1.

- IFB, Section S.31 FOB POINT (Page 12), Replace with the following:

  S.31 FOB POINT. All deliveries shall be FOB destination, freight prepaid and allowed within the Phoenix Metropolitan Area (consists of a 50 mile radius of downtown Phoenix zip code 85003) unless otherwise agreed. Freight charged/terms shall be as agreed.

- IFB, Technical Specifications, Item 2 – Sodium Hypochlorite, G. (Page 19), Change the approximate annual requirements from City of Glendale **to City of Peoria – 497,530 gallons**.

- IFB, Technical Specifications, Item 28 – Ferrous Chloride, 32.9% Liquid Solution (Page 39) – Remove Item. The Town of Queen Creek has combined their requirements under Item 3 – Ferrous Chloride, Liquid.

- IFB, Technical Specifications, Item 3 – Ferrous Chloride, Liquid, Add the Town of Queen Creek's delivery locations and storage capacities to Item 3. H, 18 & 19:

  18) Town of Queen Creek storage capacity: 7,000 gallons
  20614 E. Ocotillo Road
  Queen Creek, AZ 85142
  (Town of Queen Creek delivery hours: 7:00 AM – 1:00 PM, Mon-Thurs, unless otherwise specified.)

  19) Town of Queen Creek storage capacity: 7,000 gallons
  18145 E. Swan Drive
  Queen Creek, AZ 85142
  (Town of Queen Creek delivery hours: 7:00 AM – 1:00 PM, Mon-Thurs, unless otherwise specified.)

- IFB, Technical Specifications, Item 3, I – Ferrous Chloride, Liquid, Change the approximate annual requirements to include the Town of Queen Creek's requirements:

  I. Approximate Annual Requirements: 1,955 anhydrous tons (City of Mesa – 1,500 anhydrous tons; Town of Gilbert – 345 anhydrous tons; Town of Queen Creek - 110 anhydrous tons)

- IFB, Technical Specifications, Item 29 – 1" Trichlor Tablets (Page 39), Add Item I below.

  I. The product shall be NSF approved for drinking water.

- Compliance Questionnaire page 45, Replace with attached page noted Addendum No. 1 to reflect NSF requirement for Item 29 – 1" Trichlor Tablets.

- IFB, Milestones (Page 46), Item 4, PRICES. Change the first sentence as noted below:

  "**4. PRICES.** All pricing shall be firm for ~~the initial term of three (3) years~~ **one (1) year** except where otherwise provided by the specifications, and include all transportation, insurance and warranty costs....."

- IFB, Technical Specifications, Item 2 – Sodium Hypochlorite, Remove City of Peoria delivery location #10 Field Ops.

- IFB, Technical Specifications, Item 2 – Sodium Hypochlorite, the City of Peoria storage capacities are noted below:

	Storage Capacity
6) Beardsley Water Reclamation Facility (City of Peoria) 19980 N. 111th Ave., Peoria, Arizona 85382	6,500 Gallons
7) Butler Influent Pump Station (City of Peoria) 9976 W Northern Avenue 85345	5,000 Gallons
8) Butler Water Reclmation Facility (City of Peoria) 8660 N. 79th Avenue, Peoria, Arizona 85345	20,000 Gallons
9) Jomax Water Reclamation Facility (City of Peoria) 12483 W. Jomax Rd., Peoria, Arizona 85383	13,500 Gallons
~~10) Field Ops (City of Peoria) 8850 N. 79th Ave., Peoria, Arizona 85345~~	
11) Field Ops Water Production (City of Peoria) 8850 N. 79th Ave., Peoria, Arizona 85345	No bulk storage. Use 13 gallon containers and can store 10 at a time.
12) Quintero Water Treatment Plant (City of Peoria) 16194 Iron Age Drive, Peoria, Arizona 85373	No bulk storage. Use 30 gallon drums and keep 5 drums at a time.

Listed below are questions received and responses provided by City staff.

1. **Question:** Are bidder's allowed to specify separate pricing for different cities/agencies taking the same product? The reason we ask is that some requirements look to be a mix of full truckloads and mini-bulk loads and there is a significant difference in how we can deliver and price those requirements. We also have some reservations about delivering certain products to schools.
   Response: Refer to revised Exhibit A – Pricing and Compensation.

2. **Question:** On page 18 and 19, there are several delivery locations listed for the City of Peoria but no usage for the City of Peoria stated. There is also usage stated for the City of Glendale but no delivery locations stated. Is the 497,530 gals. for the City of Glendale, actually for the City of Peoria and if so, are there any requirements for Glendale?
Response: The requirements listed under Item 2 – Sodium Hypochlorite for the City of Glendale should be for the City of Peoria.

3. **Question:** Item #3 and #28 are both for ferrous chloride. The specifications listed for Queen Creek is listed as 32.9% liquid solution. Would Queen Creek accept a concentration range of +/- two percent?
Response: Yes. Item #28 has been removed. The Town of Queen Creek has included its requirements under Item #3. See change noted on page above.

4. **Question:** S-38 in The Standard Terms and Conditions section, it states that other entities within the state can co-op the use of this contract but nowhere does it allow the vendor to recover delivery expenses to another facility located outside the Phoenix Metro area. My question is do you want us to deliver to Sierra Vista for the same price we quote the City of Mesa with no recourse for freight charges?
Response: This has been addressed on the revised Exhibit A - Pricing and Compensation noted as Addendum 1.

5. **Question:** Technical Specifications on line item 1) Sodium Hydroxide and item 2) Sodium Hypochlorite. You list the delivery locations such as all the COM Water reclamation plants and in the same spec. you request delivery to much smaller locations eg. Ironwood and Cactus High Schools. There is a big difference between bulk truckload orders and the smaller LTL (less than truckload) orders you reference in your bid. It requires different equipment to service both sized accounts. My question is do you expect the vendor to honor their bulk pricing to LTL accounts?
Response: This has been addressed on the revised Exhibit A - Pricing and Compensation noted as Addendum 1.

6. **Question:** Under Milestones section #4 The city is requesting 3 year firm pricing on all products. Is this your requirement, no price increases for 3 years?
Response: This has been changed to one (1) year. See change noted above.

7. **Question:** Do we have to deliver to the City of Sierra Vista (400 miles round trip) at the same price we quote or bid regular sodium hypochlorite delivered in the valley area? Is there any way to charge additional mileage for this account?
Response: This has been addressed on the revised Exhibit A - Pricing and Compensation noted as Addendum 1.

8. **Question:** We are most concerned with the Sodium Hydroxide and Sodium Hypochlorite – we are our have serviced some of these agencies and know that some take full truckloads and some take mini-bulk loads. Again, we are also concerned with delivery Sodium Hydroxide to schools.
Response: This has been addressed on the revised Exhibit A - Pricing and Compensation noted as Addendum 1.

9. **Question:** There are two sized tanks, #1- A 25 ton tank (full truck load) and #2-(3) 5 ton tanks (less than full truck load). The problem is the price for full truck load and the price for a less than full truck load is significantly different. There's no way to differentiate the two on the bid. It would be to your advantage to make a clarification here. Otherwise we would have to bid it all at less than full truck load price.
Response: This has been addressed on the revised Exhibit A - Pricing and Compensation noted as Addendum 1.

Bidders shall indicate any and all exceptions taken to the provisions or specifications in the solicitation document. Exceptions that surface elsewhere and that do not also appear under the **EXCEPTIONS, CONFIDENTIAL & ADDITIONAL MATERIALS** section (IFB, Page 52) shall be considered invalid and void and of no contractual significance. **Any material exceptions taken to the City's Standard Terms and Conditions will render a Bid Non-responsive.**

All other terms and conditions remain unchanged. Respondents are reminded that sealed bids are due in the City of Mesa Purchasing Office no later than 3:00 p.m. MST on April 30, 2014.

In accordance with Section i.1, any questions received less than seven (7) calendar days prior to the due date may be answered at the discretion of the City.

Please contact myrna.quihuis@mesaaz.gov or nicole.arnold@mesaaz.gov with any questions you may have regarding this addendum.

PLEASE NOTE: As of July 1, 2014, all vendors who are not registered in Vendor Self Service (VSS) will no longer receive solicitation notifications. To register, please go to: http://mesaaz.gov/vendor/ "

C: Kelly Martin, City of Mesa Water Resources
Kim Clark, Town of Queen Creek
Jason Harris, Town of Gilbert
Mary Ortega, Peoria USD
Pam Bennett, City of Sierra Vista
Yvonne Volpe, Marana USD
Anthony Weathersby, City of Glendale
Christine Finney, City of Peoria

LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
DPC ENTERPRISES, L.P.

EXHIBIT B

DPC Enterprises, L.P. – Pricing Sheets

PRICING AND COMPENSATION

Offerors shall complete Excel spreadsheet entitled "2014241 EXHIBIT A PRICING AND COMPENSATION", and provide all requested information.

Vendor Name DPC ENTERPRISES, L.P. Date: 4-29-14

REVISED EXHIBIT A - PRICING AND COMPENSATION
IFB NO. 2014241

Pursuant to all the contract specifications enumerated and described in this solicitation, we agree to furnish Water/Wastewater Treatment and Pool Chemicals to the City of Mesa and listed agencies at the price(s) stated below.

Vendor Name: DPC ENTERPRISES, L.P.

Item #	Description	Unit Price	Estimated Annual Usage	Unit of Measure	Total Price
1	Sodium Hydroxide 25%, NaOH (Caustic Soda) (Mesa-185,000 gallons; Peoria USD #11-525 gallons; Gilbert-9,000 gallons)	No Bid	195,525	gallon	No Bid
	Unit cost for Less than Truck Load Order				
	Full Truck Load (FTL) Minimum Order Quantity: _____Gallons				
	Less than Truck Load (LTL) Minimum Order Quantity: _____Gallons				
	Additional Delivery Fee for Locations outside the Phoenix Metropolitan Area as defined in Section 3.31:	FTL: $			
		LTL: $			
	Formula used to calculate dry weight from gallons/wet weight				
	Manufacturer:				
	Product I.D.				
	Delivery ARO:				
2	Sodium Hypochlorite (Bleach), 12.5% NaOCl3 (Mesa-650,000 gallons; Sierra Vista-2,500 gallons; City of Peoria-497,530 gallons)	$0.73	1,050,030	gallon	$ 766,521.90
	Unit cost for Less than Truck Load Order	$0.90			
	Full Truck Load (FTL) Minimum Order Quantity: ___4,000_____Gallons				
	Less than Truck Load (LTL) Minimum Order Quantity: ____500_____Gallons				
	Additional Delivery Fee for Locations outside the Phoenix Metropolitan Area as defined in Section 3.31:	FTL: $250.00			
		LTL: $750.00			
	Manufacturer:	DPC Enterprises, L.P.			
	Product I.D.	200MAX 12.5%			
	Delivery ARO:	2 - 3 Days ARO			
3	Ferrous Chloride, Liquid 27%-35%, FeCl2 (Mesa-1,500 tons; Gilbert-345 tons; Queen Creek- 110 tons)	No Bid	1,955	anhydrous ton	No Bid
	Unit cost for Less than Truck Load Order				
	Full Truck Load (FTL) Minimum Order Quantity: _____Tons				
	Less than Truck Load (LTL) Minimum Order Quantity: _____Tons				
	Additional Delivery Fee for Locations outside the Phoenix Metropolitan Area as defined in Section 3.31:	FTL: $			
		LTL: $			
	Formula used to calculate dry weight from gallons/wet weight				
	Manufacturer:				
	Product I.D.				
	Delivery ARO:				
4	Aluminum Sulfate, Liquid 48% (Mesa-1,300 dry tons; City of Peoria-700 dry tons)	No Bid	2,000	dry ton	No Bid
	Unit cost for Less than Truck Load Order				
	Full Truck Load (FTL) Minimum Order Quantity: _____Tons				
	Less than Truck Load (LTL) Minimum Order Quantity: _____Tons				
	Additional Delivery Fee for Locations outside the Phoenix Metropolitan Area as defined in Section 3.31:	FTL: $			
		LTL: $			
	Formula used to calculate dry weight from gallons/wet weight				
	Manufacturer:				
	Product I.D.				
	Delivery ARO:				

REVISED EXHIBIT A - PRICING AND COMPENSATION
IFB NO. 2014241

Vendor Name: DPC ENTERPRISES, L.P.

Item #	Description	Unit Price	Estimated Annual Usage	Unit of Measure	Total Price
5	Powdered Activated Carbon, PAC, Solid, 100%	No Bid	520,000	dry pound	No Bid
	Unit cost for Less than Truck Load Order				
	Full Truck Load (FTL) Minimum Order Quantity: _____ Dry Pounds				
	Less than Truck Load (LTL) Minimum Order Quantity: _____ Dry Pounds				
	Additional Delivery Fee for Locations outside the Phoenix Metropolitan Area as defined in Section 5.31:	FTL: $			
		LTL: $			
	Desired Packaging Size:				
	From the dose response curve:				
	Pounds of PAC to remove 80% of MIB in low dosages				
	Pounds of PAC to remove 80% of Geosmin in low dosages				
	Manufacturer				
	Product I.D.				
	Delivery ARO				
6	Sodium Chlorite, Liquid, 25% NaOCl2	No Bid	310	wet ton	No Bid
	Unit cost for Less than Truck Load Order				
	Full Truck Load (FTL) Minimum Order Quantity: _____ Wet Tons				
	Less than Truck Load (LTL) Minimum Order Quantity: _____ Wet Tons				
	Additional Delivery Fee for Locations outside the Phoenix Metropolitan Area as defined in Section 5.31:	FTL: $			
		LTL: $			
	Conversion formula to calculate wet ton from gallon:				
	Manufacturer:				
	Product I.D.				
	Delivery ARO:				
7	Chlorine, Liquid 100% (1 ton container) (Mesa-270 tons; Gilbert-96 tons; City of Glendale-185 tons)	$514.00	521	ton	$ 267,794.00
	Unit cost for Less than Truck Load Order	$514.00			
	Full Truck Load (FTL) Minimum Order Quantity: 2 Tons				
	Less than Truck Load (LTL) Minimum Order Quantity: 1 Tons				
	Additional Delivery Fee for Locations outside the Phoenix Metropolitan Area as defined in Section 5.31:	FTL: $250.00			
		LTL: $300.00			
	container/pallet (specify if any refunded upon return)	No Deposit On Chlorine Tank Containers			
	# of days free use	365 Days			
	Charge per day after free use:	$1.00 per day			
	Lost Cylinder Charge:	$1,200.00 Per Ton Cylinder			
	Cylinder considered lost after how long?	360 Days			
	Valve damage beyond repair:	$85.00 Per Valve			
	Lost Cap:	$3.00 Per Outlet Cap			
	Manufacturer:	Cavenham Corporation			
	Product I.D.:	Chlorine 1 ton10			
	Delivery ARO:	3-5 Days			

REVISED EXHIBIT A - PRICING AND COMPENSATION
IFB NO. 2014241

Vendor Name: DPC ENTERPRISES, L.P.

Item #	Description	Unit Price	Estimated Annual Usage	Unit of Measure	Total Price
8	HydroFluorosilicic Acid (HFS/FSA), 24.5%	No Bid	40	dry ton	No Bid
	Unit cost for Less than Truck Load Order				
	Full Truck Load (FTL) Minimum Order Quantity: _____Dry Tons				
	Less than Truck Load (LTL) Minimum Order Quantity: _____Dry Tons				
	Additional Delivery Fee for Locations outside the Phoenix Metropolitan Area as defined in Section 5.31:	FTL: $			
		LTL: $			
	Formula used to calculate dry weight from gallons/wet weight				
	Manufacturer:				
	Product I.D.				
	Delivery ARO:				
9	Cationic Polymer, Liquid - CLARIFLOC C-306P or approved equal	No Bid	160,000	lbs NEAT	No Bid
	Unit cost for Less than Truck Load Order				
	Full Truck Load (FTL) Minimum Order Quantity: _____lbs NEAT				
	Less than Truck Load (LTL) Minimum Order Quantity: _____lbs NEAT				
	Additional Delivery Fee for Locations outside the Phoenix Metropolitan Area as defined in Section 5.31:	FTL: $			
		LTL: $			
	Product Name:				
	Manufacturer:				
	Product I.D.				
	Delivery ARO:				
10	Cationic Polymer, Liquid - CLARIFLOC 8215 or approved equal	No Bid	8,000	lbs NEAT	No Bid
	Unit cost for Less than Truck Load Order				
	Full Truck Load (FTL) Minimum Order Quantity: _____lbs NEAT				
	Less than Truck Load (LTL) Minimum Order Quantity: _____lbs NEAT				
	Additional Delivery Fee for Locations outside the Phoenix Metropolitan Area as defined in Section 5.31:	FTL: $			
		LTL: $			
	container/pallet deposit, if any (refunded upon return)				
	Product Name:				
	Manufacturer:				
	Product I.D.				
	Delivery ARO:				
11	Sodium Bisulfite, 40% NaHSO3 (Mesa-4,100 gallons; City of Glendale-15,400 gallons)	No Bid	19,500	gallon	No Bid
	Unit cost for Less than Truck Load Order				
	Full Truck Load (FTL) Minimum Order Quantity: _____Gallons				
	Less than Truck Load (LTL) Minimum Order Quantity: _____Gallons				
	Additional Delivery Fee for Locations outside the Phoenix Metropolitan Area as defined in Section 5.31:	FTL: $			
		LTL: $			
	container/pallet deposit, if any (refunded upon return)				
	Manufacturer:				
	Product I.D.				
	Delivery ARO:				

REVISED EXHIBIT A - PRICING AND COMPENSATION
IFB NO. 2014241

Vendor Name: DPC ENTERPRISES, L.P.

Item #	Description	Unit Price	Estimated Annual Usage	Unit of Measure	Total Price
12	Calcium Nitrate (Aqueous Solution)	No Bid	3,300	gallon	No Bid
	Unit cost for Less than Truck Load Order				
	Full Truck Load (FTL) Minimum Order Quantity: _____Gallons				
	Less than Truck Load (LTL) Minimum Order Quantity: _____Gallons				
	Additional Delivery Fee for Locations outside the Phoenix Metropolitan Area as defined in Section 9.31:	FTL: $			
		LTL: $			
	Manufacturer:				
	Product ID				
	Delivery ARO:				
13	Hydrochloric Acid 31-35%, Solution - Bulk Totes 300 - 400 Gallon (Mesa-3,000 gallons; Mohave County-1,200 gallons; City of Peoria-1,283 gallons)	No Bid	5,483	gallon	No Bid
	Unit cost for Less than Truck Load Order				
	Full Truck Load (FTL) Minimum Order Quantity: _____Gallons				
	Less than Truck Load (LTL) Minimum Order Quantity: _____Gallons				
	Additional Delivery Fee for Locations outside the Phoenix Metropolitan Area as defined in Section 9.31:	FTL: $			
		LTL: $			
	container/pallet deposit, if any (refunded upon return)				
	Manufacturer:				
	Product ID				
	Delivery ARO:				
14	Hydrochloric Acid 31-35%, 5000 Drum (Mesa-3,000 lbs; Marana USD-1,500 lbs)	No Bid	4,500	pound	No Bid
	Unit cost for Less than Truck Load Order				
	Full Truck Load (FTL) Minimum Order Quantity: _____Pounds				
	Less than Truck Load (LTL) Minimum Order Quantity: _____Pounds				
	Additional Delivery Fee for Locations outside the Phoenix Metropolitan Area as defined in Section 9.31:	FTL: $			
		LTL: $			
	container/pallet deposit, if any (refunded upon return)				
	Manufacturer:				
	Product ID				
	Delivery ARO:				

REVISED EXHIBIT A - PRICING AND COMPENSATION
IFB NO. 2014241

Vendor Name: DPC ENTERPRISES, L.P.

Item #	Description	Unit Price	Estimated Annual Usage	Unit of Measure	Total Price
15	Salt, Course Crystal, Solar Dried (Blown in)	No Bid	130	ton	No Bid
	Unit cost for Less than Truck Load Order				
	Full Truck Load (FTL) Minimum Order Quantity: _____Tons				
	Less than Truck Load (LTL) Minimum Order Quantity: _____Tons				
	Additional Delivery Fee for Locations outside the Phoenix Metropolitan Area as defined in Section S.31:	FTL: $			
		LTL: $			
	Manufacturer:				
	Product I.D.				
	Delivery ARO:				
16	Salt, Course Bagged (50# Bag)	No Bid	1,575	each	No Bid
	Unit cost for Less than Truck Load Order				
	Full Truck Load (FTL) Minimum Order Quantity: _____Each				
	Less than Truck Load (LTL) Minimum Order Quantity: _____Each				
	Additional Delivery Fee for Locations outside the Phoenix Metropolitan Area as defined in Section S.31:	FTL: $			
		LTL: $			
	container/pallet deposit, if any (refunded upon return)				
	Manufacturer:				
	Product I.D.				
	Delivery ARO:				
17	Sodium Hydroxide 50%, Liquid (Caustic Soda), (700# Drum)	No Bid	35,000	pound	No Bid
	Unit cost for Less than Truck Load Order				
	Full Truck Load (FTL) Minimum Order Quantity: _____Pounds				
	Less than Truck Load (LTL) Minimum Order Quantity: _____Pounds				
	Additional Delivery Fee for Locations outside the Phoenix Metropolitan Area as defined in Section S.31:	FTL: $			
		LTL: $			
	container/pallet deposit, if any (refunded upon return)				
	Manufacturer:				
	Product I.D.				
	Delivery ARO:				

REVISED EXHIBIT A - PRICING AND COMPENSATION
IFB NO. 2014241

Vendor Name: DPC ENTERPRISES, L.P.

Item #	Description	Unit Price	Estimated Annual Usage	Unit of Measure	Total Price
18	**Chlorine, Liquid (958 Cylinders)**	$ 72.50	140	each	$ 10,150.00
	Unit cost for Less than Truck Load Order	$72.50			
	Full Truck Load (FTL) Minimum Order Quantity: 3 or more Each				
	Less than Truck Load (LTL) Minimum Order Quantity: 2 Each				
	Additional Delivery Fee for Locations outside the Phoenix Metropolitan Area as defined in Section 8.31:	FTL: $100.00 LTL: $150.00			
	container/pallet deposit, if any (refunded upon return)	No Deposit On Chlorine 958 Cylinders			
	# of days free use	365 Days			
	Charge per day after free use	$0.35 Per Day			
	Lost Cylinder Charge	$500.00 Per Cylinder			
	Cylinder considered lost after how long?	380 Days			
	Valve damage beyond repair	$5.00			
	Lost Cap	$2.00 Per Outlet Cap			
	Manufacturer	Ceresus Corporation			
	Product I.D.	Chlorine # 138000			
	Delivery ARO	2-5 Days			
19	**Chlorine, Liquid (150# Cylinders) (Mesa-670 each, Peoria USD #11-60 each, City of Glendale-420 each, City of Peoria-441 each)**	$68.88	1,581	each	$ 107,621.68
	Unit cost for Less than Truck Load Order	$68.88			
	Full Truck Load (FTL) Minimum Order Quantity: 3 or more Each				
	Less than Truck Load (LTL) Minimum Order Quantity: 2 or mo Each				
	Additional Delivery Fee for Locations outside the Phoenix Metropolitan Area as defined in Section 8.31:	FTL: $100.00 LTL: $150.00			
	container/pallet deposit, if any (refunded upon return)	No Deposit Charge on 150# Chlorine Cylinders			
	# of days free use	365 Days			
	Charge per day after free use	$.040 Per Day			
	Lost Cylinder Charge	$900.00 Per Cylinder			
	Cylinder considered lost after how long?	380 Days			
	Valve damage beyond repair	$35.00 Per Valve			
	Lost Cap	$2.00 Per Outlet Cap			
	Manufacturer	Ceresus Corporation			
	Product I.D.	Chlorine # 138004			
	Delivery ARO	2-5 Days			

REVISED EXHIBIT A - PRICING AND COMPENSATION
IFB NO. 2014241

Vendor Name: DPC ENTERPRISES, L.P.

Item #	Description	Unit Price	Estimated Annual Usage	Unit of Measure	Total Price
20	Sodium Bicarbonate 99% (50# bag) (Mesa-3,430 bags; Sierra Vista-20 bags; Marana USD-18 bags; Peoria USD #11-284 bags)	No Bid	3,737	each	No Bid
	Unit cost for Less than Truck Load Order				
	Full Truck Load (FTL) Minimum Order Quantity: _____Each				
	Less than Truck Load (LTL) Minimum Order Quantity: _____Each				
	Additional Delivery Fee for Locations outside the Phoenix Metropolitan Area as defined in Section S.31:	FTL: $			
		LTL: $			
	container/pallet deposit, if any (refunded upon return)				
	Manufacturer:				
	Product I.D.				
	Delivery ARO:				
21	Bromine Tabs 99% (50# pail)	No Bid	30	each	No Bid
	Unit cost for Less than Truck Load Order				
	Full Truck Load (FTL) Minimum Order Quantity: _____Each				
	Less than Truck Load (LTL) Minimum Order Quantity: _____Each				
	Additional Delivery Fee for Locations outside the Phoenix Metropolitan Area as defined in Section S.31:	FTL: $			
		LTL: $			
	container/pallet deposit, if any (refunded upon return)				
	Product I.D.				
	Delivery ARO:				
22	Sodium Bisulfate 91-94%, Anhydrous (Dry Acid) (50# bag)	No Bid	240	each	No Bid
	Unit cost for Less than Truck Load Order				
	Full Truck Load (FTL) Minimum Order Quantity: _____Each				
	Less than Truck Load (LTL) Minimum Order Quantity: _____Each				
	Additional Delivery Fee for Locations outside the Phoenix Metropolitan Area as defined in Section S.31:	FTL: $			
		LTL: $			
	container/pallet deposit, if any (refunded upon return)				
	Manufacturer				
	Product I.D.				
	Delivery ARO:				
23	Potassium Mono Persulfate 56-95% (Non-Chlorine Shock) (50# bag)	No Bid	200	each	No Bid
	Unit cost for Less than Truck Load Order				
	Full Truck Load (FTL) Minimum Order Quantity: _____Each				
	Less than Truck Load (LTL) Minimum Order Quantity: _____Each				
	Additional Delivery Fee for Locations outside the Phoenix Metropolitan Area as defined in Section S.31:	FTL: $			
		LTL: $			
	container/pallet deposit, if any (refunded upon return)				
	Manufacturer				
	Product I.D.				
	Delivery ARO:				

REVISED EXHIBIT A - PRICING AND COMPENSATION
IFB NO. 2014241

Vendor Name: DPC ENTERPRISES, L.P.

Item #	Description	Unit Price	Estimated Annual Usage	Unit of Measure	Total Price
24	Sodium Thiosulfate (Chlor Out) (25# pail)	No Bid	48	each	No Bid
	Unit cost for Less than Truck Load Order				
	Full Truck Load (FTL) Minimum Order Quantity: _____Each				
	Less than Truck Load (LTL) Minimum Order Quantity: _____Each				
	Additional Delivery Fee for Locations outside the Phoenix Metropolitan Area as defined in Section 9.31:	FTL: $			
		LTL: $			
	container/pallet deposit, if any (refunded upon return)				
	Manufacturer				
	Product I.D				
	Delivery ARO				
25	Sodium Hypochlorite 13% (Bleach), (15 gallon drum) (Mesa-100 drums; Marana-186 drums)	No Bid	286	each	No Bid
	Unit cost for Less than Truck Load Order				
	Full Truck Load (FTL) Minimum Order Quantity: _____Each				
	Less than Truck Load (LTL) Minimum Order Quantity: _____Each				
	Additional Delivery Fee for Locations outside the Phoenix Metropolitan Area as defined in Section 9.31:	FTL: $			
		LTL: $			
	container/pallet deposit, if any (refunded upon return)				
	Manufacturer				
	Product I.D				
	Delivery ARO				
26	Hydrochloric Acid 31% (Muriatic Acid) (1 gallon bottle x 4/case) (Mesa-200 gallons; Sierra Vista-2,000 gallons; Marana USD-500 gallons)	No Bid	2,700	gallon	No Bid
	Unit cost for Less than Truck Load Order				
	Full Truck Load (FTL) Minimum Order Quantity: _____Gallons				
	Less than Truck Load (LTL) Minimum Order Quantity: _____Gallons				
	Additional Delivery Fee for Locations outside the Phoenix Metropolitan Area as defined in Section 9.31:	FTL: $			
		LTL: $			
	container/pallet deposit, if any (refunded upon return)				
	Manufacturer				
	Product I.D				
	Delivery ARO				

REVISED EXHIBIT A - PRICING AND COMPENSATION
IFB NO. 2014241

Vendor Name: DPC ENTERPRISES, L.P.

Item #	Description	Unit Price	Estimated Annual Usage	Unit of Measure	Total Price
27	Reagents, Taylor Technologies Inc. Replacement (3/4 oz. bottle/each) - No Substitutes				
	A DPD Solution #1 / R-0001-A -3/4 Oz		500	each	No Bid
	Unit cost for Less than Truck Load Order (A)				
	B DPD Solution #2 / R-0002-A -3/4 Oz		500	each	No Bid
	Unit cost for Less than Truck Load Order (B)				
	C pH Indicator #4 / R-0004-A - 3/4 Oz		500	each	No Bid
	Unit cost for Less than Truck Load Order (C)				
	D Thiosulfate #7 / R-0007-A - 3/4 Oz		500	each	No Bid
	Unit cost for Less than Truck Load Order (D)				
	E Total Alkalinity #8 / R-0008-A - 3/4 Oz		500	each	No Bid
	Unit cost for Less than Truck Load Order (E)				
	F Sulfuric Acid #9 / R-0009-A - 3/4 Oz		500	each	No Bid
	Unit cost for Less than Truck Load Order (F)				
	G Calcium Buffer #10 / R-0010-A - 3/4 Oz		500	each	No Bid
	Unit cost for Less than Truck Load Order (G)				
	H Calcium Indicator #11 / R-0011L-A - 3/4 Oz		500	each	No Bid
	Unit cost for Less than Truck Load Order (H)				
	I Hardness Reagent #12 / R0012-A - 3/4 Oz		500	each	No Bid
	Unit cost for Less than Truck Load Order (I)				
	Full Truck Load (FTL) Minimum Order Quantity: _____Each				
	Less than Truck Load (LTL) Minimum Order Quantity: _____Each				
	Additional Delivery Fee for Locations outside the Phoenix Metropolitan Area as defined in Section 8.31:	FTL: $ LTL: $			
	container/pallet deposit, if any (refunded upon return)				
	Manufacturer	Taylor Technologies Inc (no substitutes)		27 A - I Total	No Bid
	Delivery ARO:				
28	INTENTIONALLY LEFT BLANK - REMOVED PER ADDENDUM #1				
29	1" Trichlor Tablets (Delivery: 55 pound pail) (Queen Creek-25,000 lbs; Marana USD-330 lbs)		25,330	pound	No Bid
	Unit cost for Less than Truck Load Order				
	Full Truck Load (FTL) Minimum Order Quantity: _____Pounds				
	Less than Truck Load (LTL) Minimum Order Quantity: _____Pounds				
	Additional Delivery Fee for Locations outside the Phoenix Metropolitan Area as defined in Section 8.31:	FTL: $ LTL: $			
	container/pallet deposit, if any (refunded upon return)				
	Manufacturer:				
	Product I.D.				
	Delivery ARO:				
30	Sodium Hydroxide (Caustic Soda), 50% (Delivery: Bulk) (Peoria USD #11)	No Bid	625	gallon	No Bid
	Formula used to calculate dry weight from gallons/wet weight				
	Unit cost for Less than Truck Load Order				
	Full Truck Load (FTL) Minimum Order Quantity: _____Gallons				
	Less than Truck Load (LTL) Minimum Order Quantity: _____Gallons				
	Additional Delivery Fee for Locations outside the Phoenix Metropolitan Area as defined in Section 8.31:	FTL: $ LTL: $			
	Manufacturer:				
	Product I.D.				
	Delivery ARO:				

REVISED EXHIBIT A - PRICING AND COMPENSATION
IFB NO. 2014241

Vendor Name: DPC ENTERPRISES, L.P.

Item #	Description	Unit Price	Estimated Annual Usage	Unit of Measure	Total Price
31	Anionic Polymer, Liquid: Clarifloc A-210P or approved equal (Town of Gilbert)	No Bid	11,500	lbs NEAT	No Bid
	Unit cost for Less than Truck Load Order				
	Full Truck Load (FTL) Minimum Order Quantity: _____ lbs NEAT				
	Less than Truck Load (LTL) Minimum Order Quantity: _____ lbs NEAT				
	Additional Delivery Fee for Locations outside the Phoenix Metropolitan Area as defined in Section 9.31:	FTL: $			
		LTL: $			
	Product Name:				
	Manufacturer:				
	Product I.D.				
	Delivery ARO:				

BIDDERS TO SUBMIT COPIES OF MSDS SHEETS FOR EACH CHEMICAL OFFERED.

The City will add any applicable sales tax or use tax. Sales/Use taxes should not be included in the bid prices. Vendors who will be charging a Meat Transaction Privilege Tax (TPT) will have a 1.75% removed from the taxable item(s) for the purpose of award evaluation (1.25) with the exception of items 1 - 14 which are exempt from taxes.

The City will add any applicable sales tax or use tax. Sales/Uses taxes should not be included in the bid prices.

FOB: Destination, Freight Prepaid and Allowed
Freight Costs: Unit prices are to include all Shipping and Transportation Costs within the Phoenix Metropolitan Area (50 mile radius of Downtown Phoenix Zip Code 85003) per S.31.

No fuel surcharges will be accepted.

Payment Terms (Not Less Than Net 30 Days) **Net 30 Days**
Prompt Payment Discount of _0_% if invoices are paid within _30_ days of receipt.

Does Bidder agree to honor the prices, terms and conditions to other agencies as specified in section S.38?
XXX Yes _____ No (A "no" answer will not disqualify your bid.)

Will you allow payment of invoices using a Procurement Card? XXX Yes _____ No
Discount for Procurement Card Purchases? _0_%

Bidder complies with S.5 "Compliance With Applicable Law"? XXX Yes _____ No

ADDENDA

Bidders are responsible for verifying receipt of any addenda issued by checking the City's website at www.mesaaz.gov/purchasing prior to the bid opening (see I.2). Failure to acknowledge any addenda issued may result in a response being deemed non-responsive.

Acknowledgement of Receipt of Addenda (initial for each addenda received, if applicable):

Addenda #1 C.H.
Addenda #2 _____

Legislation Description

File #: 15-372, **Version:** 1

AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT WITH THATCHER COMPANY OF ARIZONA, INC., FOR THE PURCHASE OF 25% CAUSTIC SODA, SODIUM BISULFITE, AND FLUORIDE UTILIZING A CITY OF MESA COOPERATIVE PURCHASING CONTRACT

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

Purpose and Recommended Action

This is a request for City Council to authorize the Acting City Manager to enter into a multi-year linking agreement with Thatcher Company of Arizona, Inc., for the purchase of 25% caustic soda and sodium bisulfite in an amount not to exceed $1,085,592 ($542,796 for the initial two-year period and $271,398 annually for the remaining contract term of two years). This cooperative purchase is available through an agreement between the City of Mesa and Thatcher Company of Arizona, Inc., contract IFB 2014241, and is effective through June 30, 2017 with two one-year extensions through June 30, 2019.

Background

The Water Services Department functions to provide safe and reliable water and wastewater services for City of Glendale residents and businesses. Water production and treatment requires the use of a variety of chemicals and services to effectively treat surface and ground water for public consumption. Wastewater collection and treatment also requires the use of chemicals and services to effectively treat wastewater to A+ effluent standard for recharge or reuse. To perform these essential functions, Water Services will need to procure chemicals, materials, and support services for use at the city's four water treatment plants, two reclamation facilities and throughout the water distribution and wastewater collection systems.

Caustic soda at 25% strength is used in the wastewater treatment process to control odor and the increase pH level and sodium bisulfite is used to remove chlorine residual from the effluent. The fluoride is a regulatory supplement to the finished water.

Analysis

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

Thatcher Company of Arizona, Inc., was awarded their contract by City of Mesa through a competitive bid

process and includes a provision for cooperative purchasing. Materials Management and the City Attorney's Office have reviewed and approved the utilization of the agreement from the City of Mesa for the defined chemicals and concur the cooperative purchase is in the best interest of the city.

This action will authorize the City Manager to enter into a linking agreement with Thatcher Company of Arizona, Inc., through June 30, 2017 (two years), and as needed, extend the agreement through June 30, 2019.

Previous Related Council Action

On June 10, 2014, City Council approved the expenditure of funds for chemicals from Thatcher Company of Arizona, Inc., in an amount not to exceed $249,648 for the FY2014-15.

Community Benefit/Public Involvement

Provide customers with safe, reliable, high quality water and wastewater services to ensure public health and the vitality of our community.

Budget and Financial Impacts

Funding is available in the FY2015-16 Water Services operating budget. Annual budget appropriation thereafter is contingent upon Council approval. Total expenditures are not to exceed $1,085,592 for the entire term of this agreement.

Cost	Fund-Department-Account
$542,796	**2360-17160-524600, Arrowhead Reclamation Facility**
	2360-17170-524600, West Area Reclamation Facility
	2400-17250-524600, Pyramid Peak Treatment Plant
	2400-17260-524600, Cholla Treatment Plant
	2400-17310-524600, Oasis Treatment Plant

Capital Expense? No

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?

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LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
THATCHER COMPANY OF ARIZONA, INC.

THIS LINKING AGREEMENT (this "Agreement") is entered into as of this ___ day of _____, 20__, between the City of Glendale, an Arizona municipal corporation (the "City"), and Thatcher Company of Arizona, Inc., an Arizona corporation (the "Contractor"), collectively, the "Parties."

RECITALS

A. On July 1, 2014, under the S.A.V.E. Cooperative Purchasing Agreement, the City of Mesa entered into a contract with Contractor to purchase the goods and services described in the Water/Wastewater Treatment and Pool Chemicals Contract, IFB No. 2014241, which is attached hereto as Exhibit A. The Water/Wastewater Treatment and Pool Chemicals Contract permits its cooperative use by other governmental agencies including the City. The Water/Wastewater Treatment and Pool Chemicals Contract is hereinafter referred at as the Cooperative Purchasing Agreement.

B. Section 2-149 of the City's Procurement Code permits the Materials Manager to procure goods and services by participating with other governmental units in cooperative purchasing agreements when the best interests of the City would be served.

C. Section 2-149 also provides that Materials Manager may enter into such cooperative agreements without meeting the formal or informal solicitation and bid requirements of Glendale City Code Sections 2-145 and 2-146.

D. The City desires to contract with Contractor for supplies identical, or nearly identical, to the supplies Contractor is providing other units of government under the Cooperative Purchasing Agreement. Contractor consents to the City's utilization of the Cooperative Purchasing Agreement as the basis of this Agreement, and Contractor desires to enter into this Agreement to provide the supplies set forth in this Agreement.

AGREEMENT

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

1. Term of Agreement. The City is purchasing the supplies and/or services from Contractor pursuant to Cooperative Purchasing Agreement. According to the Cooperative Purchasing Agreement award and rate sheet, which are attached hereto as part of Exhibit B, purchases can be made by governmental entities from the date of award, which was July 1, 2014, until the date the contract expires on June 30, 2017, unless the term of the Cooperative Purchasing Agreement is extended by the mutual agreement of the original contracting

parties. The Cooperative Purchasing Agreement, however, may not extend the contract beyond June 30, 2019. The initial period of this Agreement therefore is the period from the Effective Date of this Agreement until June 30, 2017. The City, however, may renew the term of this Agreement for two one-year periods until the Cooperative Purchasing Agreement expires on June 30, 2019. Renewals are not automatic and shall only occur if the City gives the Contractor notice of its intent to renew. The City may give the Contractor notice of its intent to renew this Agreement 30 days prior to the anniversary of the Effective Date to effectuate such a one-year renewal.

2. Scope of Work; Terms, Conditions, and Specifications.

   A. Contractor shall provide City the supplies identified in the Scope of Work attached hereto as Exhibit A.

   B. Contractor agrees to comply with all the terms, conditions and specifications of the Cooperative Purchasing Agreement. Such terms, conditions and specifications are specifically incorporate into and are an enforceable part of this Agreement.

3. Compensation.

   A. City shall pay Contractor compensation at the same rate and on the same schedule as the Cooperative Purchasing Agreement, unless the City and Contractor agree otherwise, as provided in Exhibit B hereto.

   B. The total purchase price for the supplies and/or services purchased under this Agreement shall not exceed one million eighty-five thousand five hundred ninety-two dollars ($1,085,592).

4. Cancellation. This Agreement may be cancelled pursuant to A.R.S. § 38-511.

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

6. E-verify. Contractor complies with A.R.S. § 23-214 and agrees to comply with the requirements of A.R.S. § 41-4401.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE.]

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

"City"

City of Glendale, an Arizona municipal corporation

By: _____
Richard A. Bowers
Acting City Manager

"Contractor"

Thatcher Company of Arizona
~~a Utah~~ corporation
an Arizona

By: _____
Name: Craig N. Thatcher
Title: President

ATTEST:

_____
Pamela Hanna (SEAL)
City Clerk

APPROVED AS TO FORM:

_____
Michael D. Bailey
City Attorney

LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
THATCHER COMPANY OF ARIZONA

EXHIBIT A

City of Mesa IFB No. 2014241 - Water/Wastewater Treatment and Pool Chemicals

Contract Addendum No. 1

mesa az
Purchasing Division
www.mesaaz.gov

INVITATION FOR BIDS # 2014241
Water/Wastewater Treatment and Pool Chemicals

April 14, 2014

NOTICE IS HEREBY GIVEN that sealed bids will be received by the City of Mesa (City) until **3:00 PM, Local Time, April 30, 2014** to provide **Water/Wastewater Treatment and Pool Chemicals.**

Brief Description: The City of Mesa (other cities) is seeking a multi-year contract with vendors to provide chemicals for Water/Wastewater Treatment and Pool Chemicals. The following agencies have given their express intent to purchase from the resulting contract: Town of Queen Creek, Town of Gilbert, Peoria Unified School District #11, City of Sierra Vista, Mohave County, Marana Unified School District, City of Glendale and City of Peoria. Any and all S.A.V.E members may also purchase from the resulting contract.

Bids must be in accordance with the provisions, specifications and instructions set forth herein and will be received by Purchasing until the above noted time, when they will be publicly acknowledged and accepted.

Bid packets, any attachments and addenda are available for download at www.mesaaz.gov/purchasing.

Please read the entire solicitation package and submit the bid in accordance with the instructions. This document (less this invitation and the instructions) and any required response documents, attachments, and submissions will constitute the bid.

Mesa's Procurement Policies and Rules are available on the Purchasing Division's website at www.mesaaz.gov/purchasing.

Questions concerning this solicitation should be directed, IN WRITING, to the following project contacts or their designees:

General or Process Questions:
Nicole Arnold
Procurement Specialist
Purchasing
Fax: (480) 644-2655
Nicole.arnold@mesaaz.gov

644-2653

Technical Questions:
Myrna Quihuis, CPPB
Procurement Officer
Purchasing
Fax: (480) 644-2655
Myrna.quihuis@mesaaz.gov

644-5052 offic

2301

20 East Main Street Suite 400
PO Box 1466
Mesa Arizona 85211-1466
480.644.2301 Tel
480.644.2655 Fax

i.1 **VENDOR QUESTIONS:** All questions regarding the contents of this solicitation, and solicitation process (including requests for ADA accommodations), shall be directed solely to the Project Contacts listed on Page 1 or designees or the Purchasing Administrator. Questions should be submitted in writing via letter, fax or email. Questions received less than seven (7) calendar days prior to the due date and time may be answered at the discretion of the City.

i.2 **ADDENDA/CLARIFICATIONS:** Any changes to the specifications will be in the form of an addendum. Addenda are posted on the City website and mailed to those who register on the City website when downloading solicitations no less than five (5) days prior to the Due Date. **Vendors are cautioned to check the Purchasing Website for addenda and clarifications prior to submitting their bid.** The City cannot be held responsible if a vendor fails to receive any addenda issued. The City shall not be responsible for any oral changes to these specifications made by any employees or officer of the City. Failure to acknowledge receipt of an addendum may result in disqualification of a bid.

i.3 **VENDOR CONFERENCE / SITE VISIT:** ☐ Yes ☒ No

i.4 **DUE DATE & TIME FOR SUBMISSION AND OPENING:**

Date: April 30, 2014
Time: 3:00 P.M. (Local Time)

The City will open all bids properly and timely submitted, and will record the names and other information specified by law and rule. All bids become the property of the City and will not be returned except in the case of a late submission. Results, as read at the bid opening, will be posted on the City website. Once a contract has been executed by the City, bids are available for inspection by contacting Purchasing.

i.5 **BID FIRM TIME:** 120 Days from Opening

Bid shall remain firm and unaltered after opening for the number of days shown above. The City may accept the bid, subject to successful contract negotiations, at any time during this time.

i.6 **BID SECURITY:** ☐ Yes $ 0.00 ☒ No

PERFORMANCE SECURITY: ☐ Yes $ 0.00 ☒ No

i.7 **SUBMIT BIDS TO:** Use label at the end of this solicitation package

FOR US POSTAL SERVICE
City of Mesa
Attn: Purchasing
PO Box 1466
Mesa, AZ 85211-1466

FOR HAND DELIVERIES, FEDEX, UPS, DHL OR OTHER COURIER SERVICES
City of Mesa
Attn: Purchasing
20 E. Main St., Suite 400
Mesa, AZ 85201

Bids will be received publicly at this address. Bidders may mail or hand-deliver bids. E-mail or fax submissions will not be accepted.

No responsibility will attach to the City of Mesa, its employees or agents for premature opening of a bid that is not properly addressed and identified.

i.8 **LATE BIDS.** The bidder assumes responsibility for having the bid delivered on time at the place specified. All bids received after the date and time specified shall not be considered and will be returned unopened to the bidder. The bidder assumes the risk of any delay in the mail or in

handling of the mail by employees of the City of Mesa, or any private courier, regardless whether sent by mail or by means of personal delivery. You must allow adequate time to accommodate all registration and security screenings at the delivery site. A valid photo I.D. may be required. It shall not be sufficient to show that you mailed or commenced delivery before the due date and time. All times are Mesa, Arizona local times. The bidder agrees to accept the time stamp in the City Purchasing Office as the official time.

i.9 **LOBBYING PROHIBITION.** Any communication regarding this solicitation for the purpose of influencing the process or the award, between any person or affiliates seeking an award from this solicitation and the City, including but not limited to the City Council, employees, and consultants hired to assist in the solicitation, is prohibited.

This prohibition is imposed from the time of the first public notice of the solicitation until the City cancels the solicitation, rejects all responses, awards a contract or otherwise takes action which ends the solicitation process. This section shall not prohibit public comment at any City Council meeting, study session or Council committee meeting.

This prohibition shall not apply to vendor-initiated communication with the contact(s) identified in the solicitation or City-initiated communications for the purposes of conducting the procurement including but not limited to pre-bid conferences, clarification of responses, presentations if provided in the solicitation, requests for Best and Final Proposals, contract negotiations, protest/appeal resolution, or surveying non-responsive vendors.

Violations of this provision shall be reported to the Purchasing Administrator. Persons violating this prohibition may be subject to a warning letter or rejection of their response depending on the nature of the violation.

i.10 **LAWFUL PRESENCE IN THE UNITED STATES.** Arizona Revised Statutes §1-502 requires that all Persons who will be awarded a contract (a Public Benefit as defined in 8 USC Section 1621) must demonstrate they are lawfully present in the United States. Person is defined as a Natural person and therefore excludes Limited Liability Companies, Corporations or Partnerships as indicated on your W-9 form.

Individuals or Sole Proprietorships must complete the affidavit in the "Vendor Information" section of this solicitation. Offers that fail to provide a completed affidavit and any required attachments may be deemed non-responsive.

i.11 **COMMENCEMENT OF WORK.** If bidder begins any billable work prior to the City's final approval and execution of the contract, bidder does so at its own risk.

i.12 **RESPONSIBILITY TO READ AND UNDERSTAND.** Failure to read, examine and understand the solicitation will not excuse any failure to comply with the requirements of the solicitation or any resulting contract, nor shall such failure be a basis for claiming additional compensation. If a vendor suspects an error, omission or discrepancy in this solicitation, the vendor must immediately and in any case not later than seven (7) business days in advance of the due date notify the contact on page 1. The City is not responsible for and will not pay any costs associated with the preparation and submission of the bid. Bidders are cautioned to verify their bids before submission, as amendments to or withdrawal of bids submitted after time specified for opening of bids may not be considered. The City will not be responsible for any bidder errors or omissions.

i.13 **FORM AND CONTENT OF BIDS.** Unless otherwise instructed or allowed, bids shall be submitted on the forms provided. An original and the designated number of copies of each bid are required. Bids, including modifications, must be submitted in ink, typed, or printed form and signed by an authorized representative. Please line through and initial rather than erase changes. If the bid is not properly signed or if any changes are not initialed, it may be considered non-responsive. In the event of a disparity between the unit price and the extended price, the unit price shall prevail unless obviously in error, as determined by the City. The City may require that bids be submitted on disk, CD or DVD. The bid must provide all information requested and must address all points. The City does not encourage exceptions. The City is not required to grant exceptions and depending on the exception, the City may reject the bid.

i.14 **SPECIFICATIONS.** Technical specifications define the minimum acceptable standard. When the specification calls for "Brand Name or Equal," the brand name product is acceptable. Other products will be considered upon showing the other product meets stated specifications and is equivalent to the brand product in terms of quality, performance and desired characteristics.

Minor differences that do not affect the suitability of the supply or service for the City's needs may be accepted. Burden of proof that the product meets the minimum standards or is equal to the brand name product, is on the bidder. The City reserves the right to reject bids that the City deems unacceptable.

i.15 **MODIFICATION / WITHDRAWAL OF BID.** Written requests to modify or withdraw the bid received by the City prior to the scheduled opening time will be accepted and will be corrected after opening. No oral requests will be allowed. Requests must be addressed and labeled in the same manner as the bid and marked as a MODIFICATION or WITHDRAWAL of the bid. Requests for withdrawal after the bid opening will only be granted upon proof of undue hardship and may result in the forfeiture of any bid security. Any withdrawal after the bid opening shall be allowed solely at the City's discretion.

i.16 **DEBARMENT DISCLOSURE.** If the vendor submitting this bid has been debarred, suspended, or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any federal, state, or local government, or if any such preclusion from participation from any public procurement activity is currently pending, the bidder shall include a letter with its bid identifying the name and address of the governmental unit, the effective date of this suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances including the details enumerated above must be provided. A bid from a bidder who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity may be rejected.

i.17 **RESERVATIONS.** The City reserves the right to reject any or all bids or any part thereof; to rebid the solicitation; to reject non-responsive or non-responsible bids; to reject unbalanced bids; to reject bids where the terms, prices, and/or awards are conditioned upon another event; to reject individual bids for failure to meet any requirement; to award by item, part or portion of an item, group of items, or total; to make multiple awards; to waive minor irregularities, defects, omissions, technicalities or form errors in any bid. The City may seek clarification of the bid from bidder at any time, and failure to respond is cause for rejection. Submission of a bid confers on bidder no right to an award or to a subsequent contract. The City is charged by its Charter to make an award that is in the best interest of the City. All decisions on compliance, evaluation, terms and conditions shall be made solely at the City's discretion and made to favor the City. No binding contract will exist between the bidder and the City until the City executes a written contract or purchase order.

i.18 **OFFICIAL SOLICITATION DOCUMENT.** Changes to the solicitation document made by a bidder may not be acknowledged or accepted by the City. Award or execution of a contract does not constitute acceptance of a changed term, condition or specification unless specifically acknowledged and agreed to by the City. The copy maintained and published by the City shall be the official solicitation document.

i.19 **COPYING OF BIDS.** Bidder hereby grants the City permission to copy all parts of its bid, including without limitation any documents and/or materials copyrighted by the bidder. The City's right to copy shall be for internal use in evaluating the proposal.

i.20 **CONTRACTOR ETHICS.** It is the policy of the City to promote courtesy, fairness, impartiality, integrity, service, professionalism, economy, and government by law in the Procurement process. The responsibility for implementing this policy rests with each individual who participates in the Procurement process, including Respondents and Contractors.

To achieve the purpose of this Article, it is essential that Respondents and Contractors doing business with the City also observe the ethical standards prescribed herein. It shall be a breach of ethical standards to:

a. Exert any effort to influence any City employee or agent to breach the standards of ethical conduct.

b. Intentionally invoice any amount greater than provided in Contract or to invoice for Materials or Services not provided.

c. Intentionally offer or provide sub-standard Materials or Services or to intentionally not comply with any term, condition, specification or other requirement of a City Contract.

i.21 **GIFTS.** The City will accept no gifts, gratuities or advertising products from bidders or prospective bidders and affiliates. The City may request product samples from vendors for product evaluation.

i.22 **PROTESTS AND APPEALS.** If a Respondent believes there is a mistake, impropriety, or defect in the solicitation, believes the City improperly rejected its proposal, and/or believes the selected proposal is not in the City's best interests, the Respondent may submit a written protest. All protests and appeals are governed by the City of Mesa Procurement Rules ("Procurement Rules"). Please see the Procurement Rules for more information; if there exists any discrepancy in this Section i.22 and the Procurement Rules, the language of the Procurement Rules controls.

Protests based upon alleged mistake, impropriety, or defect in a solicitation that is apparent before the bid opening must be filed with the Procurement Officer no later than 6:00 p.m. four (4) calendar days before Bid Opening. Protests that only become apparent after the Bid Opening must be filed within the earlier of seven (7) calendar days after: (i) the protestor knows or should have known the basis of the protest; or (ii) the date the City issues a Notice of Intent to Award. Protests that only become apparent after the City issues a Notice of Intent to Award must be filed within seven (7) calendar days after the protestor knows or should have known the basis of the protest; however, no protest may be filed later than seven (7) calendar days after contract execution.

A protestor must file the protest with the Procurement Officer. Only written protests submitted in accordance with the Procurement Rules, within the time allowed, that are based on legal and/or factual grounds will be considered. The Procurement Officer will issue a written decision.

A protestor has the right to appeal the decision of the Procurement Officer to the City Manager or designee. Appeals must be filed with the Chief Procurement Officer within seven (7) calendar days after the date the decision is received by the protestor. The appeal must be in accordance with the Procurement Rules and be based on factual or legal errors in the Procurement Officer's decision, not simply a disagreement with that decision.

The City Manager or designee will review the record and all documents submitted to the Procurement Officer to determine whether the decision should be sustained. The City Manager, at his/her sole discretion, has the option of referring the appeal to a hearing officer. The City Manager or designee will issue a written response to the appeal and this determination is final.

Protest and appeal responses will be made by the City in a timely manner. The Procurement Officer will have the sole discretion to stay the contract process until a protest or appeal is resolved. Concerns raised seven (7) calendar days or more after execution of the contract are not subject to this protest/appeal process. Protests and appeals that do not follow the processes contained in this section will be rejected.

Address Protests and Appeals to:

PROCUREMENT OFFICER:
Matt Bauer
Procurement Administrator
20 East Main Street, Suite 400
PO Box 1466
Mesa, Arizona 85211-1466
Fax: (480) 644-2655

CHIEF PROCUREMENT OFFICER:
Edward Quedens
Business Services Department Director
20 East Main Street, Suite 450
PO Box 1466
Mesa, Arizona 85211-1466
Fax: (480) 644-2687

i.23 **EVALUATION PROCESS.** Bids will be reviewed by a screening committee comprised of City employees and/or authorized agents. The City staff may or may not initiate discussions with bidders for clarification purposes. Clarification is not an opportunity to change the bid. Bidders shall not initiate discussions with any City employee or official.

i.24 **PRESENTATIONS/INTERVIEWS.** The bidder must provide a formal presentation/interview upon request.

i.25 **CRITERIA FOR EVALUATION AND AWARD.** The City evaluates three categories of information: responsiveness, responsibility, and price. All bids must meet the following responsiveness and responsibility criteria.

a) Responsiveness. The City will determine whether the bid complies with the instructions for submitting bids including completeness of bid which encompasses the inclusion of all required attachments and submissions. The City must reject any bids that are submitted late. Failure to meet other requirements may result in rejection.

b) Responsibility. The City will determine whether the bidder is one with whom it can or should do business. Factors that the City may evaluate to determine "responsibility" include, but are not limited to: excessively high or low priced bids, past performance, references (including those found outside the bid), compliance with applicable laws-including tax laws, bidder's record of performance and integrity- e.g. has the bidder been delinquent or unfaithful to any contract with the City, whether the bidder is qualified legally to contract with the City, financial stability and the perceived ability to perform completely as specified. A bidder must at all times have financial resources sufficient, in the opinion of the City, to ensure performance of the contract and must provide proof upon request. City staff may also use Dun & Bradstreet and/or any generally available industry information. The City reserves the right to inspect and review bidder's facilities, equipment and personnel and those of any identified subcontractors. The City will determine whether any failure to supply information, or the quality of the information, will result in rejection.

c) Price. We will then evaluate the bids that have met the requirements above.

d) Those vendors supplying quotes, bids or proposal who have Mesa Transaction Privilege Tax license and who would be charging Mesa City TPT on the invoice if awarded, will have 1.75% removed from the taxable (item(s) for the purpose of award evaluation. Awarded vendors shall charge the full amount of tax on their invoice(s).

This consideration does not apply to:

- Construction procurements or any other procurement done using Arizona Revised Statutes Title 34 processes.
- Purchases using Federal or other funds where the agreement that provided the funds precludes any local consideration or preference.

i.26 **COST JUSTIFICATION.** In the event only one response is received, the City may require that the bidder submit a cost proposal in sufficient detail for the City to perform a cost/price analysis to determine if the bid price is fair and reasonable.

i.27 **CONTRACT NEGOTIATIONS AND ACCEPTANCE.** Bidder must be prepared for the City to accept the bid as submitted. If bidder fails to sign all documents necessary to successfully execute the final contract within a reasonable time as specified, or negotiations do not result in an acceptable agreement, the City may reject bid or revoke the award, and may begin negotiations with another bidder. Final contract terms must be approved or signed by the appropriately authorized City official(s). No binding contract will exist between the bidder and the City until the City executes a written contract or purchase order.

i.28 **NOTICE OF INTENT TO AWARD.** Notices of the City's intent to award a Contract are posted to the Purchasing Division's website before 6:00 PM local time on Wednesdays. If Wednesday is a holiday observed by the City, Notice will be posted on Tuesday.

It is the bidder's responsibility to check the City of Mesa's Purchasing website at www.mesaaz.gov/purchasing to view Purchasing's Intent to Award notices. This is the only notification you will receive regarding the City's intent to award a contract related to this solicitation.

S.1 **INDEPENDENT CONTRACTOR.** It is expressly understood that the relationship of Contractor to the City shall be that of an independent contractor.

S.2 **SUBCONTRACTING.** Contractor may not subcontract work without the express written permission of the City. If Contractor has received authorization to subcontract work, it is agreed that all subcontractors performing work under the Agreement shall comply with its provisions. Further, all agreements between Contractor and its subcontractors shall provide that the terms and conditions of this Agreement be incorporated therein.

S.3 **ASSIGNMENT.** This Agreement may not be assigned either in whole or in part without first receiving the City's written consent. Any attempted assignment, either in whole or in part, without such consent shall be null and void and in such event the City shall have the right at its option to terminate the Agreement. No granting of consent to any assignment shall relieve Contractor from any of its obligations and liabilities under the Agreement.

S.4 **SUCCESSORS AND ASSIGNS, BINDING EFFECT.** This Agreement shall be binding upon and inure to the benefit of the parties and their respective permitted successors and assigns.

S.5 **NO THIRD PARTY BENEFICIARIES.** This Agreement is intended for the exclusive benefit of the parties. Nothing set forth in this Agreement is intended to create, or shall create, any benefits, rights, or responsibilities in any third parties.

S.6 **NON- EXCLUSIVITY.** The City, in its sole discretion, reserves the right to request the Materials or Services set forth herein from other sources when deemed necessary and appropriate. No exclusive rights are encompassed through this Agreement.

S.7 **AMENDMENTS.** There shall be no oral changes to this Agreement. This Agreement shall only be modified in a writing signed by both parties. No charge for extra work or material will be allowed unless approved in writing, in advance, by the City and Contractor.

S.8 **TIME OF THE ESSENCE.** Time is of the essence to the performance of the parties' obligations under this Agreement.

S.9 **COMPLIANCE WITH APPLICABLE LAWS.**

a. **General.** Contractor shall procure all permits and licenses, and pay all charges and fees necessary and incidental to the lawful conduct of business. Contractor must stay fully informed of existing and future Federal, State and local laws, ordinances, and regulations that in any manner affect the fulfillment of this Agreement and shall comply with the same at its own expense. Contractor bears full responsibility for training, safety, and providing necessary equipment for all Contractor Personnel to achieve compliance prior to the Effective Date. Upon request, Contractor shall demonstrate to the City's satisfaction any programs, procedures, and other activities used to ensure compliance.

b. **Drug-Free Workplace.** Contractor is hereby advised that the City has adopted a policy establishing a drug-free workplace for itself and those doing business with the City to ensure the safety and health of all persons working on City contracts and projects. Contractor shall require a drug-free workplace for all Contractor Personnel working under this Agreement. Specifically, all Contractor Personnel who are working under this Agreement shall be notified in writing by Contractor that they are prohibited from the manufacture, distribution, dispensation, possession, or unlawful use of a controlled substance in the workplace. Contractor agrees to prohibit the use of intoxicating substances by all Contractor Personnel and shall ensure that Contractor Personnel do not use or possess illegal drugs while in the course of performing their duties.

c. **Federal and State Immigration Laws.** Contractor agrees to comply with the Immigration Reform and Control Act of 1986 (IRCA) in performance under this Agreement and to permit the City or its agents to inspect applicable personnel records to verify such compliance. Contractor shall ensure and keep appropriate records to demonstrate that all Contractor Personnel have a legal right to live and work in the United States.

(i) Under the provisions of A.R.S. § 41-4401, Contractor hereby warrants to the City that Contractor and each of its subcontractors will comply with, and are contractually obligated to comply with, all Federal Immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A) (hereinafter "Contractor Immigration Warranty").

(ii) A breach of the Contractor Immigration Warranty shall constitute a material breach of this Agreement and shall subject Contractor to penalties up to and including termination of this Agreement at the sole discretion of the City.

(iii) The City retains the right to inspect the papers of all Contractor Personnel who provides Services under this Agreement to ensure that Contractor or its subcontractors are complying with the Contractor Immigration Warranty. Contractor agrees to assist the City in regard to any such inspections.

(iv) The City may, at its sole discretion, conduct random verification of the employment records of Contractor and any subcontractor to ensure compliance with the Contractor Immigration Warranty. Contractor agrees to assist the City in regard to any random verification performed.

(v) Neither Contractor nor any subcontractor shall be deemed to have materially breached the Contractor Immigration Warranty if Contractor or subcontractor establishes that it has complied with the employment verification provisions prescribed by sections 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. § 23-214 (A).

d. **Nondiscrimination.** Contractor represents and warrants that it does not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, or disability, and represents and warrants that it complies with all applicable Federal, State and local laws and executive orders regarding employment. Contractor and Contractor Personnel will comply with applicable provisions of Title VII of the U.S. Civil Rights Act of 1964, as amended, section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.) and applicable rules in performance under this Agreement.

e. **State Sponsors of Terrorism Prohibition.** Per A.R.S. §35-392, the Contractor shall not be in violation of section 6(j) of the Federal Export Administration Act and subsequently prohibited by the State of Arizona from selling goods of services to the City.

S.10 **SALES/USE TAX, OTHER TAXES.**

a. Contractor shall be responsible for payment of all taxes including Federal, State, and local taxes related to or arising out of Contractor's Services under this Agreement, including by way of illustration but not limitation, Federal and State income tax, social security tax, unemployment insurance taxes, and any other taxes or business license fees as required.

b. The City is exempt from paying certain Federal Excise Taxes and will furnish an exemption certificate upon request. The City is <u>not</u> exempt from State and local sales/use taxes.

S.11 **AMOUNTS DUE THE CITY.** Contractor must be current and remain current in all obligations due to the City during the performance of Services under the Agreement. Payments to Contractor may be offset by any delinquent amounts due the City or fees and charges owed to the City.

S.12 **PUBLIC RECORDS.** Contractor acknowledges that the City is a public entity, subject to Arizona's public records laws (A.R.S. § 39-121 et. seq.) and that any documents related to this Agreement may be subject to disclosure pursuant to State law in response to a public records request or to subpoena or other judicial process.

S.13 **AUDITS AND RECORDS.** Contractor shall preserve the records related to this Agreement for five (5) years after completion of the Agreement. The City or its authorized agent reserves the right to inspect any records related to the performance of work specified herein. In addition, the City may inspect any and all payroll, billing or other relevant records kept by Contractor in relation to the Agreement. Contractor shall permit such inspections and audits during normal business

hours and upon reasonable notice by the City. The audit of records may occur at Contractor's place of business or at City offices, as determined by the City.

S.14 **BACKGROUND CHECK.** The City may conduct criminal, driver history, and all other requested background checks of Contractor Personnel who would perform Services under the Agreement or who will have access to the City's information, data, or facilities in accordance with the City's current background check policies. Any officer, employee, or agent that fails the background check must be replaced immediately.

S.15 **SECURITY CLEARANCE AND REMOVAL OF CONTRACTOR PERSONNEL.** The City shall have final authority, based on security reasons: (i) to determine when security clearance of Contractor Personnel is required; (ii) to determine the nature of the security clearance, up to and including fingerprinting Contractor Personnel; and (iii) to determine whether or not any individual or entity may provide Services under this Agreement. If the City objects to any Contractor Personnel for any reasonable cause, then Contractor shall, upon notice from the City, remove any such individual from performance of Services.

S.16 **DEFAULT.**

a. A party shall be in default if that party:

(i) Is or becomes insolvent or is a party to any voluntary bankruptcy or receivership proceeding, makes an assignment for a creditor, or there is any similar action that affects Contractor's capability to perform under the Agreement;

(ii) Is the subject of a petition for involuntary bankruptcy not removed within 60 Days;

(iii) Conducts business in an unethical or illegal manner; or

(iv) Fails to carry out any term, promise, or condition of the Agreement.

b. Whenever the City in good faith has reason to question Contractor's intent to perform, the former party may demand that the other party give a written assurance of its intent to perform. In the event that the demand is made and no written assurance is given within 5 Days, the demanding party may treat this failure as an anticipatory repudiation of the Agreement.

S.17 **REMEDIES.** The remedies set forth in this Agreement are not exclusive. Election of one remedy shall not preclude the use of other remedies. In the event of default:

a. The non-defaulting party may terminate the Agreement, and the termination shall be effective immediately or at such other date as specified by the terminating party.

b. The City may purchase the services required under the Agreement from the open market, complete required work itself, or have it completed at the expense of Contractor. If the cost of obtaining substitute services exceeds the contract price, the City may recover the excess cost by (i) requiring immediate reimbursement to the City (ii) deduction from an unpaid balance due to Contractor; (iii) collection against the proposal and/or performance security; if any; (iv) collection against liquidated damages (if applicable); or (v) a combination of the aforementioned remedies or other remedies as provided by law. Costs includes any and all, fees, and expenses incurred in obtaining substitute services and expended in obtaining reimbursement, including but not limited to administrative expenses, attorneys' fees, and costs.

c. The non-defaulting party shall have all other rights granted under this Agreement and all rights at law or in equity that may be available to it.

d. Neither party shall be liable for incidental, special, or consequential damages.

S.18 **CONTINUATION DURING DISPUTES.** Contractor agrees that during any dispute between the parties, Contractor will continue to perform its obligations until the dispute is settled, instructed to cease performance by the City, enjoined or prohibited by judicial action, or otherwise required or obligated to cease performance by other provisions in this Agreement.

S.19 **TERMINATION FOR CONVENIENCE.** The City reserves the right to terminate this Agreement in part or in whole upon thirty (30) Days written notice.

S.20 **TERMINATION FOR CONFLICT OF INTEREST (A.R.S. § 38-511).** Pursuant to A.R.S. § 38-511, the City may cancel this Agreement within 3 years after its execution, without penalty or further obligation, if any person significantly involved in initiating, securing, drafting, or creating the Agreement for the City becomes an employee or agent of Contractor.

S.21 **TERMINATION FOR NON-APPROPRIATION AND MODIFICATION FOR BUDGETARY CONSTRAINT.** The City is a governmental agency which relies upon the appropriation of funds by its governing body to satisfy its obligations. If the City reasonably determines that it does not have funds to meet its obligations under this Agreement, the City shall have the right to terminate the Agreement without penalty on the last Day of the fiscal period for which funds were legally available. In the event of such termination, the City agrees to provide written notice of its intent to terminate 30 Days prior to the stated termination date.

S.22 **PAYMENT TO CONTRACTOR UPON TERMINATION.** Upon termination of this Agreement, Contractor shall be entitled only to payment for those Services performed up to the date of termination, and any authorized expenses already incurred up to such date of termination. The City shall make final payment within thirty (30) Days after the City has both completed its appraisal of the Materials and Services provided and received Contractor's properly prepared invoice.

S.23 **NON-WAIVER OF RIGHTS.** There shall be no waiver of any provision of this agreement unless approved in writing and signed by the waiving party. Failure or delay to exercise any rights or remedies provided herein or by law or in equity, or the acceptance of, or payment for, any Services hereunder, shall not release the other party of any of the warranties or other obligations of the Agreement and shall not be deemed a waiver of any such rights or remedies.

S.24 **INDEMNIFICATION/LIABILITY.**

a. Indemnification, General. To the fullest extent permitted by Law, Contractor agrees to defend, indemnify, and hold the City, its officers, agents, and employees, harmless from and against any and all liabilities, demands, claims, suits, losses, damages, causes of action, fines or judgments, including costs, attorneys', witnesses', and expert witnesses' fees, and expenses incident thereto, relating to, arising out of, or resulting from: (i) the Services provided by Contractor Personnel under this Agreement; (ii) any negligent acts, errors, mistakes or omissions by Contractor or Contractor Personnel; and (iii) Contractor or Contractor Personnel's failure to comply with or fulfill the obligations established by this Agreement.

b. Contractor shall update the City during the course of the litigation to timely notify the City of any issues that may involve the independent negligence of the City that is not covered by this indemnification.

c. The City assumes no liability for actions of Contractor and shall not indemnify or hold Contractor or any third-party harmless for claims based on this Agreement or use of Contractor-provided supplies or services.

S.25 **WARRANTY.** Contractor warrants that all Services will be performed in a good, workman-like and professional manner. If any Materials or Services are of a substandard or unsatisfactory manner as determined by the City, Contractor, at no additional charge to the City, will provide Materials or redo such Services until in accordance with this Agreement and to the City's reasonable satisfaction.

Unless otherwise agreed, the Contractor warrants that Materials shall be new, unused, of most current manufacture and not discontinued, shall be free of defects in materials and workmanship, shall be provided in accordance with manufacturer's standard warranty for at least one (1) year unless otherwise specified, and shall perform in accordance with manufacturer's published specifications.

S.26 **THE CITY'S RIGHT TO RECOVER AGAINST THIRD PARTIES.** Contractor shall do nothing to prejudice the City's right to recover against third parties for any loss, destruction, or damage to City property, and shall at the City's request and expense, furnish to the City reasonable assistance and cooperation, including assistance in the prosecution or defense of suit and the execution of instruments of assignment in favor of the City in obtaining recovery.

S.27 **NO GUARANTEE OF WORK.** Contractor acknowledges and agrees that it is not entitled to deliver any specific amount of Materials or Services or any Materials or Services at all under this Agreement and acknowledges and agrees that the Materials or Services will be requested by the City on an as needed basis at the sole discretion of the City. Any document referencing quantities or performance frequencies represent the City's best estimate of current requirements, but shall not bind it to purchase, accept, or pay for Materials or Services which exceed its actual needs.

S.28 **OWNERSHIP.** All deliverables, Services, and information provided by Contractor or the City pursuant to this Agreement (whether electronically or manually generated) including without limitation, reports, test plans, and survey results, graphics, and technical tables, originally prepared in the performance of this Agreement, are the property of the City and shall not be used or released by Contractor or any other person except with prior written permission by the City.

S.29 **USE OF NAME.** Contractor shall not use the name of the City of Mesa in any advertising or publicity without obtaining the prior written consent of the City.

S.30 **CONFLICT OF INTEREST.** Pursuant to A.R.S. § 38-504, a current or former public officer or employee within the last twelve (12) months shall not represent another organization before the City on any matter for which the officer or employee was directly concerned and personally participated in during their service or employment or over which they had a substantial or material administrative discretion. Further, while employed by the City and for two (2) years thereafter, public officers or employees are prohibited from disclosing or using, without appropriate authorization, any confidential information acquired by such personnel in the course of his or her official duties at the City.

S.31 **FOB POINT.** All deliveries shall be FOB destination, freight prepaid and allowed unless otherwise agreed. Freight charged/terms shall be as agreed.

S.32 **RISK OF LOSS.** Contractor agrees to bear all risks of loss, injury, or destruction of goods or equipment incidental to providing these Services and such loss, injury, or destruction shall not release Contractor from any obligation hereunder.

S.33 **SAFEGUARDING CITY PROPERTY.** The Contractor will be responsible for any damage to City Real property or damage or loss of City Personal Property when such property is the responsibility of or in the custody of the Contractor or its employees.

S.34 **WARRANTY OF RIGHTS.** The Contractor warrants it has title to, or the right to allow the City to use, the Materials and Services being provided and that the City may use same without suit, trouble or hindrance from the Contractor or third parties.

S.35 **PROPRIETARY RIGHTS INDEMNIFICATION.** Without limiting the foregoing, Contractor shall, without limitation, at its expense defend the City against all claims asserted by any person that anything provided by Contractor infringes a patent, copyright, trade secret or other intellectual property right and shall, without limitation, pay the costs, damages and attorneys' fees awarded against the City in any such action, or pay any settlement of such action or claim. Each party agrees to notify the other promptly of any matters to which this provision may apply and to cooperate with each other in connection with such defense or settlement. If a preliminary or final judgment shall be obtained against the City's use or operation of the items provided by Contractor hereunder or any part thereof by reason of any alleged infringement, Contractor shall, at its expense and without limitation, either (a) modify the item so that it becomes non-infringing; or (b) procure for the City the right to continue to use the item; or (c) substitute for the infringing item other item(s) having at least equivalent capability; or (d) refund to the City an amount equal to the price paid, less reasonable usage, from the time of installation acceptance through cessation of

use, which amount shall be calculated on a useful life not less than 5 years, and plus any additional costs the City may incur to acquire substitute supplies or services.

S.36 **CONTRACT ADMINISTRATION.** The contract shall be administered by the Purchasing Administrator and/or an authorized representative from the using department. All questions regarding the contract shall be referred to an administrator for resolution. Supplements may be written to the contract for the addition or deletion of services. Payment will be negotiated and determined by the Contract Administrator(s).

S.37 **FORCE MAJEURE.** Failure by either party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control, including acts of nature, acts of the public enemy, riots, fire, explosion, legislation, and governmental regulation. The party whose performance is so affected shall within 5 Days notify the other party of all pertinent facts and identify the force majeure event. The party whose performance is so affected shall also take all reasonable steps, promptly and diligently, to prevent such causes if it is feasible to do so, or to minimize or eliminate the effect thereof. The delivery or performance date shall be extended for a period equal to the time lost by reason of delay, plus such additional time as may be reasonably necessary to overcome the effect of the delay, provided however, under no circumstances shall delays caused by a force majeure extend beyond one hundred-twenty (120) Days from the scheduled delivery or completion date of a task.

S.38 **COOPERATIVE USE OF CONTRACT.** The City has entered into various cooperative purchasing agreements with other Arizona government agencies, including the Strategic Alliance for Volume Expenditures (SAVE) cooperative. Any contract may be extended for use by other municipalities, school districts and government agencies in the State of Arizona with the approval of the Contractor. Any such usage by other entities must be in accordance with the statutes, codes, ordinances, charter and/or procurement rules and regulations of the respective government agency.

If required to provide services on a school district property at least five (5) times during a month, Contractor shall submit a full set of fingerprints to the school district in accordance with A.R.S. 15-512 of each person or employee who may provide such service. The district shall conduct a fingerprint check in accordance with A.R.S. 41-1750 and Public law 92-544 of all contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the District. Additionally, the Contractor shall comply with the governing body fingerprinting policies of each individual school district/public entity. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

Orders placed by other agencies and payment thereof will be the sole responsibility of that agency. The City shall not be responsible for any disputes arising out of transactions made by others.

S.39 **FUEL CHARGES AND PRICE INCREASES.** No fuel surcharges will be accepted. No price increases will be accepted without proper request by Contractor and response by the City's Purchasing Division.

S.40 **NOTICES.** All notices to be given pursuant to this Agreement shall be delivered to the parties at their respective addresses. Notices may be (i) personally delivered; (ii) sent via certified or registered mail, postage prepaid; (iii) sent via overnight courier; or sent via facsimile. If provided by personal delivery, receipt shall be deemed effective upon delivery. If sent via certified or registered mail, receipt shall be deemed effective 3 Days after being deposited in the United States mail. If sent via overnight courier or facsimile, receipt shall be deemed effective 2 Days after the sending thereof.

S.41 **GOVERNING LAW, FORUM.** This Agreement shall be governed by the laws of the State of Arizona. The exclusive forum selected for any proceeding or suit in law or equity arising from or incident to this Agreement shall be Maricopa County, Arizona.

S.42 **INTEGRATION CLAUSE.** This Agreement, including all attachments and exhibits hereto, shall supersede all prior oral or written agreements, if any, between the parties, and shall constitute the entire agreement between the parties with respect to the work to be performed.

S.43 **PROVISIONS REQUIRED BY LAW.** Any provision required by law to be in this Agreement is a part of this Agreement as if fully stated in it.

S.44 **SEVERABILITY.** If any provision of this Agreement is declared void or unenforceable, such provision shall be severed from this Agreement, which shall otherwise remain in full force and effect. The parties will negotiate diligently in good faith for such amendment(s) of this Agreement as may be necessary to achieve the original intent of this Agreement, notwithstanding such invalidity or unenforceability.

S.45 **SURVIVING PROVISIONS.** Notwithstanding any completion, termination, or other expiration of this Agreement, all provisions which, by the terms of reasonable interpretation thereof, set forth rights and obligations that extend beyond completion, termination, or other expiration of this Agreement, shall survive and remain in full force and effect. Except as specifically provided in this Agreement, completion, Termination, or other expiration of this Agreement shall not release any party from any liability or obligation arising prior to the date of termination.

1. **PROJECT MISSION.** The City of Mesa is dedicated to providing superior services to its customers in order to improve the quality of life for Mesa residents, businesses and visitors. The City is looking for vendors who share that dedication and will help the City meet that goal.

2. **MULTI-AGENCY PROCUREMENT.** The following agencies have given their express intent to purchase from the resulting contract. Any and all S.A.V.E. members may also purchase from the resulting contract.

   - Town of Queen Creek
   - Town of Gilbert
   - Peoria Unified School District #11
   - City of Sierra Vista
   - Mohave County
   - Marana Unified School District
   - City of Glendale
   - City of Peoria

3. **BACKGROUND.** The City of Mesa has tried to consolidate the majority of its chemical contracts into one contract. Although the plan is to start this contract on July 1, 2014, Mesa's existing contract for Sodium Hypochlorite (Technical Specifications, Item #2) does not expire until February 28, 2015. Mesa's portion of the contract will begin on March 2, 2015. This will not affect the start date for other agencies listed under this chemical.

4. **SCOPE OF WORK.** The City of Mesa (COM) Water Resources Department wishes to combine the majority of the water treatment chemicals under one contract. Several other Departments within the City of Mesa have requested that their chemical needs be incorporated into this solicitation as well as other participating agencies. The first term of this contract shall be segmented depending on any existing contracts expiry date.

   Most items on the contracts shall begin on July 1, 2014, however due to existing contracts the ordering of some chemicals may be delayed as much as seven (7) months. For COM use, all contract extensions shall be the periods from July 1 through June 30.

   Locations and storage capacities for each chemical are listed however they are subject to change at any time.

   See Technical Specifications for quantities and types of chemicals. Bidders should submit MSDS sheets for each chemical offered.

   Most of the chemicals used in the City of Mesa's Water Treatment Facilities, Water Reclamation Facilities and Distribution Systems for the manufacturing and processing operation are exempt from transaction privilege taxes. Liquid, solid, or gaseous chemicals used in manufacturing or process operations are exempt from transaction privilege taxes if: 1) the chemical involves direct contact with materials for the purpose of causing or permitting a chemical or physical change to occur in the materials as part of the production process; or 2) the chemical is used directly to meet Federal or State rules and regulations to prevent, monitor, control or reduce land, water or air pollution. Arizona Form 5000 (Transaction Privilege Tax Exemption Certificate) is available upon request.

5. **AWARD.** It is not expected that any one vendor can provide all of the chemical needs of the City. Each of the line items will be awarded separately. There are chemicals for the treatment of drinking water, reclaimed water and swimming pools.

   There are a few line items that the City may decide to award a Primary vendor and a Secondary vendor due to the urgent needs and tight delivery schedules of the treatment plants. The

Secondary vendor would be used if the Primary vendor can not deliver the specified product in the time frame specified.

6. **INSURANCE REQUIREMENTS.**

Contractor shall maintain coverage for all general, contractual and products liability risks normally associated with the goods and materials and/or services covered by this contract.

The Contractor shall maintain at all times during the term of this contract, a minimum amount of $3 million per occurrence/$5 million aggregate Commercial General Liability insurance, including Contractual Liability. For General Liability insurance, the City of Mesa, their agents, officials, volunteers, officers, elected officials or employees shall be named as additional insured, as evidenced by providing an additional insured endorsement..

The Contractor shall maintain at all times during the term of this contract, a minimum amount of $1 million per occurrence Automobile Liability insurance.

The Contractor shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statute.

Prior to the execution of the Contract, the Contractor shall provide the City with a Certificate of Insurance (using appropriate ACORD certificate) SIGNED by the Issuer, applicable endorsements, and the City reserves the right to request additional copies of any or all of the above policies, endorsements, or notices relating thereto.

When the City requires a Certificate of Insurance to be furnished, the Contractor's insurance shall be primary of all other sources available. When the City is a certificate holder, the Contractor agrees that no policy shall expire, be canceled or materially changed to affect the coverage available without advance written notice to the City.

"Waiver of Subrogation. The policies required by this agreement (or contract) shall contain a waiver of transfer rights of recovery (subrogation) against City, its agents, representatives, directors, elected officials, officers, employees, and volunteers for any claims arising out of the work of Contractor."

All insurance certificates and applicable endorsements are subject to review and approval by the City's Risk Manager.

1. SODIUM HYDROXIDE (CAUSTIC SODA), 25%

A. The following is the minimum specification for Caustic Soda:

1) The material is to meet the American Water Works Association (AWWA) Standard B501-03, latest revision.

2) The material shall contain approximately 25% ± 1 Sodium Hydroxide (NaOH).

3) The sodium hydroxide supplied shall contain no soluble material or organic substances in quantities capable of producing deleterious or injurious effects on the health of those consuming water that has been treated properly with the sodium hydroxide.

B. Bidder shall include with bid the formula used to calculate dry weight from gallons/wet weight.

C. Pricing to be per gallon.

D. Delivery:

1) The trucks shall be self-unloading and be equipped with delivery hoses with 2" & 1 ½" female quick disconnects.

2) Shipments shall be made in tank trucks that do not degrade the Caustic Soda.

3) The supplier must provide an "Affidavit of Compliance" that the material complies with the American Water Works Association (AWWA) B501-03 standard.

4) Material Safety Data sheets (MSDS) will be provided with each delivery.

5) Deliveries shall be between the hours of 7:30 AM and 3:00 PM, Mon – Fri, unless otherwise specified.

6) Delivery shall be made within five (5) days of an order.

E. Delivery locations and storage capacities are:

1) COM Northwest Water Reclamation Plant (NWWRP) 11,000 gallons
960 N. Riverview, Mesa, AZ 85201

2) COM Southeast Water Reclamation Plant (SEWRP) 6,000 gallons
6308 E. Baseline Rd., Mesa, AZ 85206

3) COM Greenfield Water Reclamation Plant (GWRP) 20,000 gallons (in 3 storage tanks)
4400 S. Greenfield, Rd., Gilbert, AZ 85296

4) Ironwood High School (Peoria Unified School District #11) 300 gallons
6051 W. Sweetwater Ave.
Glendale, AZ 85304

5) Cactus High School (Peoria Unified School District #11) 150 gallons
6330 W. Greenway Rd.
Glendale, AZ 85306

6) North Water Treatment Plant (NWTP) (Town of Gilbert) 10,000 gallons
2865 E Guadalupe Rd – Gilbert, AZ 85234
Town of Gilbert delivery hours: 6:00 AM and 2:30 PM, Mon - Fri

F. Approximate Annual Requirements: 195,525 gallons (City of Mesa - 186,000 gallons; Peoria Unified School District #11- 525 gallons; Town of Gilbert – 9,000 gallons)

2. SODIUM HYPOCHLORITE

A. Following is the minimum specification for Sodium Hypochlorite:

1) The Sodium Hypochlorite shall be suitable for use in wastewater treatment and meet the following criteria:

a)	NaOCl by weight	12.5% min.
b)	Excess NaOH	1.0% max.
c)	Alkalinity	1.5% max.

B. Each bidder shall supply the chemical analysis of the proposed solution with the bid and also on a semi-annual basis.

C. Award:
1) The City reserves the right to award primary and secondary contracts for this product in order to assure continuity of supply. The secondary contract(s) will be used if the primary supplier is unable to fill a particular delivery request within five (5) working days.

D. Pricing to be per gallon.

E. Delivery:
1) The City shall expect any contractor to accept only those orders which can be delivered within the time frame requested. If deliveries consistently (50% or more) do not meet the five working day time frame, the City reserves the right to utilize the alternate supplier for the remainder of the contract.

2) The contractor shall be able to deliver a minimum of 1,500 gallons to each site by tank truck. Trucks shall be equipped with pumps and hoses, 2" female quick disconnect, to transfer the chemical.

3) Delivery truck drivers shall be equipped with the proper personal protective equipment (apron, goggles, face shield, gloves) for use during off-loading.

4) Delivery truck drivers shall stop at the administration building to sign-in, and have plant duty operator paged for assistance.

5) The delivery truck driver and the plant operator shall together confirm the specific chemical and quantity being delivered and confirm that the chemical is being delivered to a tank with the same chemical as that in the delivery truck.

6) Material Safety Data sheets (MSDS) will be provided with each delivery.

7) Deliveries shall be made on weekdays between 7:30 am and 2:00 pm. No deliveries will be accepted on weekends or City holidays. Deliveries must arrive with sufficient time to unload before 3:00 pm MST.

F. Delivery locations and storage capacities are:

1)	COM Northwest Water Reclamation Plant 960 N. Riverview - Mesa, AZ	16,000 Gallons
2)	COM Southeast Water Reclamation Plant 6308 E. Baseline Road - Mesa, AZ	10,000 Gallons
3)	COM Greenfield Water Reclamation Plant 4400 S. Greenfield Road - Gilbert, AZ	41,000 Gallons
4)	COM Brown Road Water Treatment Plant (BRWTP) 7750 E. Brown Road - Mesa, AZ 85207	No Bulk Storage – Orders occasionally
5)	City of Sierra Vista 2900 Martin Luther King Drive Sierra Vista, AZ 85635	1,000 Gallons
6)	Beardsley Water Reclamation Facility (City of Peoria) 19980 N. 111th Ave., Peoria, Arizona 85382	

7) Butler Influent Pump Station (City of Peoria)
9976 W Northern Avenue 85345

8) Butler Water Reclmation Facility (City of Peoria)
8660 N. 79th Avenue, Peoria, Arizona 85345

9) Jomax Water Reclamation Facility (City of Peoria)
12483 W. Jomax Rd., Peoria, Arizona 85383

10) Field Ops (City of Peoria)
8850 N. 79th Ave., Peoria, Arizona 85345

11) Field Ops Water Production (City of Peoria)
8850 N. 79th Ave., Peoria, Arizona 85345

12) Quintero Water Treatment Plant (City of Peoria)
16194 Iron Age Drive, Peoria, Arizona 85373

G. Approximate Annual Requirements: 1,050,030 gallons (City of Mesa - 550,000 gallons; City of Sierra Vista – 2,500 gallons; City of Glendale – 497,530 gallons)

3. FERROUS CHLORIDE, LIQUID

A. Following is the minimum specification for Liquid Ferrous Chloride:

1) The Liquid Ferrous Chloride shall be suitable for use in wastewater treatment and meet the following criteria:

a) $FeCl_2$: 27 - 35%} As performed by titration with 0.1N ceric sulfate solution, using ferroin indicator

b) $FeCl_3$: less than 1%} As performed in 1a) above

c) HCl: less than 1%

d) Heavy metals: less than 500 ppm total metals

e) Individual metals: (Ag, As, Cd, Co, Cr, Cu, Hg, Ni, Pb, Zn): less than 50 ppm each

f) Solution shall not contain particulates or organic contamination in amounts able to accumulate in inlet strainers with 1/32" perforations

B. Each bidder shall supply the mathematical conversion formula of the anhydrous material to aqueous solution with the bid. This conversion formula will be used for the duration of the contract.

C. Each bidder shall also supply the chemical analysis of the proposed solution with the bid, and also on a semi-annual basis.

D. If there are charges for split shipments or excess unloading time, charges must be explained in a separate memo attached to the pricing page and noted as an exception on the bid form.

E. Pricing to be per anhydrous ton.

F. Award: The City reserves the right to award primary and secondary contracts for this product in order to assure continuity of supply.

1) The secondary contract(s) will be used if the primary supplier is unable to fill a particular delivery request within four (4) days or if product is out of specification.

2) If deliveries consistently (10% or more) do not meet the four day time frame after an order is placed, the City reserves the right to change to the alternate supplier for the remainder of the contract.

G. Delivery:

1) The laboratory analysis confirming the percent solution shall accompany each load delivered. Each shipment delivered must be accompanied by the chemical analysis plus the volume and weight. Shipments received, which do not meet these requirements, may be refused. If particulates are found in the inlet filters, the City will have the right to refuse delivery without penalty. The City will be testing each load by ceric sulfate titration with ferroin indicator. If the company and City results are not within 10%, the City reserves the right to adjust the invoice based on the test results. Repeated violations are grounds for contract termination.

2) Material Safety Data sheets (MSDS) will be provided with each delivery.

3) The Ferrous Chloride must be delivered to any of 16 sulfide control plants located in Mesa on an "as needed" basis.

4) Deliveries are to be made on weekdays at a specified time designated by the City. No deliveries will be accepted on weekends or City holidays. Deliveries must arrive with sufficient time to unload before 3:00 p.m. M.S.T. The City shall expect any contractor to accept only those orders which can be delivered with the time frame requested above.

5) The contractor shall supply all necessary hoses and leak-proof fittings.

H. Delivery locations and storage capacities are:

1) COM Alma School Sulfide Plant 2713 South Alma School Road, Mesa, AZ	16,000 gallons
2) COM Home Sulfide Plant 1103 South Home Drive, Mesa, AZ	11,500 gallons
3) COM Noche De Paz Sulfide Plant 2750 West Guadalupe, Mesa, AZ	6,000 gallons
4) COM Pecos Sulfide Control Station 9231 East Pecos, Mesa, AZ	11,500 gallons
5) COM Ivyglen Sulfide Control Station 425 West Ivyglen, Mesa, AZ	16,000 gallons
6) COM Star Valley Sulfide Control Station 3820 North Shenandoah, Mesa, AZ	6,000 gallons
7) COM Southeast Sulfide Plant (inside SEWRP) 6308 East Baseline Road, Mesa, AZ	16,000 gallons
8) COM Northwest Water Reclamation Plant 960 North Riverview, Mesa, AZ	12,000 gallons
9) COM Greenfield Water Reclamation Plant 4400 South Greenfield Road, Gilbert, AZ	16,000 gallons and 4,000 gallons (separate tanks)
10) COM 6th Street Sulfide Control Station 210 East 6th Street, Mesa, AZ	16,000 gallons
11) COM Falcon Well 5 Sulfide Control Station 3522 East University, Mesa, AZ	16,000 gallons
12) COM Florian at Ellsworth 9197 East Florian, Mesa, AZ	16,000 gallons

13) COM Las Sendas 16,000 gallons
2702 North Sossaman Road, Mesa, AZ

14) COM Hermosa Vista Sulfide Control Station 6,000 gallons
4233 East Hermosa Vista Drive, Mesa, AZ

15) COM Lehi Crossing Sulfide Control Stations 8,000 gallons
2545 East Lehi Road, Mesa, AZ

16) COM Desert Place Sulfide Control Station 16,000 gallons
7119 E Elliot Road, Mesa, AZ

17) Crossroads Lift Station (Town of Gilbert) 3,000 gallons
2072 S. Greenfield Rd., Gilbert, AZ 85234

I. Approximate Annual Requirements: 1,845 anhydrous tons (City of Mesa – 1,500 anhydrous tons; Town of Gilbert – 345 anhydrous tons;)

4. ALUMINUM SULFATE, LIQUID

A. The following is the minimum specification for Liquid Aluminum Sulfate:

1) Material shall be the purified type, meeting the American Water Works Association (AWWA) Standard B-403-03, latest revision. No heavy metal shall exceed 5 ppm in the liquid sample. The alum shall contain no material in quantities capable of producing deleterious or injurious effects on the health of those consuming water that has been treated properly with aluminum sulfate.

2) The $Al_2(SO_4)_3$*$14H_2O$ concentration shall be approximately 48% with up to 1% of free acid.

3) Material of questionable quality will be analyzed by an independent laboratory. If it does not meet the specifications the supplier will be required to remit payment to the laboratory for the analysis and remove the rejected material from the plant site.

4) The City reserves the right to reject shipments that have crystallized or do not meet quality specifications.

5) A chemical analysis, which includes specific gravity and percent Al_2O_3 should be included with each shipment.

6) Contractor must provide a sample of not less than one (1) pint with each delivery in a container provided by the Contractor.

7) Product, i.e., Alum, shall not be of the "bauxite" type.

B. The bid must be accompanied by an "Affidavit of Compliance" of the material that the supplier proposes to deliver.

C. Bidder shall include with their bid the formula used to calculate dry weight from gallons/wet weight.

D. Pricing to be per dry ton.

E. Delivery:

1) Shipments shall be made in tank trucks, which will not degrade the Aluminum Sulfate.

2) The truck shall be self-unloading and be equipped with a 2" quick disconnect coupling.

3) Delivery shall be made within three (3) days of an order.

4) Material Safety Data sheets (MSDS) will be provided with each delivery.

5) Deliveries shall be between the hours of 7:30 AM and 3:00 PM, Mon – Fri, unless otherwise specified.

F. Delivery locations and storage capacities are:

1) COM Brown Road Water Treatment Plant (BRWTP) – 30,000 gallons

7750 E Brown Rd - Mesa, AZ 85207

2) Greenway Water Treatment Plant (City of Peoria)
7300 W. Greenway Rd., Peoria, Arizona 85382

G. Approximate Annual Requirements: 2,000 ton (dry wt. basis) (City of Mesa – 1,300 dry tons; City of Peoria – 700 dry tons)

5. POWDERED ACTIVATED CARBON (PAC)

A. The following is the minimum specification for Powdered Activated Carbon:

1) The activated carbon must conform to American Water Works Association (AWWA) Standard B-600-05, latest edition, and will be of a type and quality suitable for use in water treatment, with the property of removing the objectionable tastes and odors caused by any organic or inorganic taste and odor producing bodies encountered in either raw or treated water supplies. Such material will be designated as water purification grade of activated carbon and will be supplied in powdered form.

2) Material of questionable quality will be analyzed by an independent laboratory. If it does not meet the specifications the supplier will be required to remit payment to the laboratory for the analysis and remove the rejected material from the plant site. The City reserves the right to reject shipments that do not meet quality specifications.

3) A certified analysis giving fineness, apparent density, moisture content, tannin, iodine, and phenol adsorption value shall be submitted with the chemical bid. Failure of carbon to meet any of the following requirements shall be sufficient grounds for rejection of bid.

4) The product must be manufactured in the United States.

5) The product must be equal in performance to HydroDarco B as supplied by Norit Americas, Inc. (this is the most suitable type product that works in our type of source water treatment)

6) The powdered activated (PAC) carbon shall contain no substances in quantities capable of producing deleterious or injurious effects on the health of those consuming the water which has been treated properly with the P.A.C.

B. Product Evaluation: The PAC will be evaluated by the following criteria:

1) A one-pound sample of the tested PAC must be mailed or delivered to Mesa's Water Treatment Quality Control Laboratory for duplicate analyses to verify Vendor data by the bid opening date.

a) Deliver to:

COM Brown Road Water Treatment Plant
Attn: BRWTP Operations Supervisor
7750 E. Brown Road - Mesa, AZ 85207

b) Be sure the package is **clearly labeled** as PAC Sample and include your vendor name and address.

c) Samples not received by the bid opening date may be disqualified.

2) It is to be finely ground to obtain a high degree of suspendability in water and must have a proven high capacity of absorption of Geosmin, Methylisoborneol (MIB) and other organics that cause taste and odors in water supplies.

3) Methods of analysis shall be methods as given in the latest edition of American Water Works Association (AWWA) B-600-05, Standard for Powdered Activated Carbon.

a) American Water Works Association (AWWA) Standards:

1) Tannin value, ppm		350 maximum
2) Moisture, % as packed		8 maximum
3) Mesh size	% thru 100 mesh (150 microns)	99 minimum
	% thru 200 mesh (75 microns)	95 minimum

% thru 325 mesh (45 microns) 90 minimum

4) Density: The carbon shall be in powdered form and of such characteristics that it will readily wet down and go into suspension. It must not settle too rapidly yet must not have tendency to float on the surface of water to which it is applied. Weight per cubic foot.

5) Sufficient NSF approved orthophosphate must be added to the Powdered Activated Carbon to eliminate scaling on chemical feed equipment.

4) Dose Response Curve

a) A report of experimental data completed within the last three (3) years by a qualified laboratory must be submitted with the bid package.

b) The data shall include the percent removal of Methylisoborneol (MIB) and Geosmin in organic free water without the use of coagulants, PAC contact time(s) and dosages.

c) The City will use the data submitted to determine the dose-response curves and performance indicators.

C. Pricing to be per dry pound.

D. Delivery:

1) Shipments shall be made in trucks which do not degrade the PAC.

2) The truck shall be self-unloading and be equipped with a 4" quick disconnect coupling.

3) Delivery shall be made within fifteen (15) days of an order.

4) Material Safety Data sheets (MSDS) will be provided with each delivery.

5) Deliveries shall be between the hours of 7:30 AM and 3:00 PM, Mon – Fri, unless otherwise specified.

E. Delivery locations and storage capacities are:

1) COM Brown Road Water Treatment Plant (BRWTP) 80,000 pounds
7750 E Brown Rd - Mesa, AZ 85207

F. Approximate Annual Requirements: 520,000 lbs. (dry wt. basis).

6. SODIUM CHLORITE 25%, LIQUID

A. The following is the minimum specifications for Sodium Chlorite:

1) The material shall meet the American Water Works Association (AWWA) Standard B-303-05, and be NSF approved.

2) Properties of the Sodium Chlorite must meet the following:

a)	Sodium Chlorite	315 g/l
b)	By weight active Chlorite	Min. 25%
c)	Sodium Nitrate or Sodium Chloride	Max. 5%
d)	Chlorate content	<0.5%
e)	Inerts (sodium salts)	Max. 1%
f)	Arsenic	Max. 0.003%
g)	Water (approximately)	69%
h)	Total alkalinity (maximum as $CaCO_3$)	13,000 mg/l
i)	Silicate	<0.002%

j) Density: approximately 10.35 lbs. per gallon at 68 F

k) The pH shall be strongly alkaline

l) Appearance shall be clear with a slight yellow color.

m) The material will be stable indefinitely when stored as an alkaline stock solution.

3) The sodium chlorite must not contain inorganic or organic substances in quantities capable of producing deleterious or injurious effects on the health of those consuming water that has been properly treated with the chemical.

B. The bid must be accompanied by an analysis of the material that the supplier proposes to deliver.

C. The successful bidder must not deliver any material, which causes plugging of the chlorine dioxide generator. If such material is delivered the supplier will forfeit the bid for the remainder of the contract and the next lowest bidder will be selected. The material causing the generator to plug may be removed at the expense of the contractor.

D. Pricing to be per wet ton.

E. Delivery:

1) Shipment must be made in stainless steel, or other suitable material tank trucks, which do not degrade the material in any way.

2) The truck shall be self-unloading and be equipped with a 2" quick disconnect coupling.

3) Material Safety Data sheets (MSDS) will be provided with each delivery.

4) Deliveries shall be between the hours of 7:30 AM and 3:00 PM, Mon – Fri, unless otherwise specified.

5) Delivery shall be made within seven (7) days of an order.

F. Delivery locations and storage capacities are:

1) COM Brown Road Water Treatment Plant (BRWTP) 13,000 gallons
7750 E Brown Road - Mesa, AZ 85207

G. Approximate Annual Requirements: 310 wet tons

7. CHLORINE 100%, LIQUID - (1 TON CONTAINER)

A. The following is the minimum specifications for Liquid Chlorine.

1) The material shall meet the American Water Works Association (AWWA) Standard B301-04, latest revision.

2) The chlorine will be 99.5 percent pure by volume.

a) General: The liquid chlorine supplied under this standard shall contain no soluble mineral or organic substances in quantities capable of producing deleterious or injurious effects on the health of persons consuming water that has been treated properly with the liquid chlorine.

b) Moisture: The liquid chlorine supplied shall be dry chlorine. Moisture shall not exceed 150 ppm (0.015 percent), by weight.

c) Heavy metals: The sum of all heavy metals shall not exceed 30 ppm (0.003 percent) expressed as lead.

d) Lead shall not exceed 10 ppm (0.001 percent) reported as lead.

e) Mercury shall not exceed 1 ppm (0.001 percent) reported as mercury.

f) Arsenic shall not exceed 3 ppm (0.003 percent) reported as metallic arsenic.

g) Nonvolatile residue: The total residue shall not exceed (1) 50 ppm (0.005 percent), by weight, in liquid chlorine as loaded by the manufacturer in tank cars and chlorine tank

trucks, or (2) 150 ppm (0.015 percent), by weight, in liquid chlorine as packaged in cylinders or ton containers.

h) Carbon tetrachloride: Carbon tetrachloride shall not exceed 100 ppm (0.010 percent). Testing for carbon tetrachloride is not required unless a carbon tetrachloride tail gas scrubbing system is used in the chlorine production unit or if it is used as a diluent for nitrogen trichloride. Consult with your manufacturer, packager, or supplier.

i) Trihalomethanes: Trihalomethanes shall not exceed 300 ppm (0.030 percent).

B. Awarded Contractor(s) shall maintain a local twenty-four (24) hour emergency service for liquid chlorine that includes the following:

1) The Contractor's representatives shall be equipped with the following minimum equipment when responding to an emergency call:

a) Chlorine Institute Emergency Repair Kit for the type and size chlorine cylinders or containers supplied.

b) Self-contained breathing apparatus suitable for entering and working in a concentrated chlorine atmosphere.

c) One-hundred (100) pounds chlorine-absorbing chemical, such as soda ash, sodium thiosulphate, etc.

2) The supplier shall include with the bid an "Affidavit of Compliance" stating that the chlorine complies with all applicable requirements of the American Water Works Association (AWWA) 301-04 Standard for liquid chlorine or furnishes a certified analyses of the liquid chlorine.

C. Containers:

1) Any ton containers which show signs of leakage or if the fusible plugs are painted or taped over will be rejected by the City.

2) Liquid chlorine shipping containers shall conform to applicable regulations of the Interstate Commerce Commissions. The containers shall be reconditioned, maintained and loaded in strict accordance with the latest edition of "Container Procedure at Chlorine Packaging Plant," issued by the Chlorine Institute, Inc.

3) The Contractor(s) shall be responsible for the removal and safe disposal of all defective or leaking chlorine cylinders and containers, at his own expense except the in cases where the cause of the emergency is due to abuse in handling or negligence on the part of personnel of the City.

4) Procedures for the removal and disposal of defective or leaking cylinders or containers shall be approved by the City of Mesa Fire Department.

D. Pricing to be per ton.

E. Delivery:

1) Each chlorine delivery at the Brown Road Water Treatment Plant (BRWTP) shall be made with ten (10) cylinders maximum. This is due to safety concerns encountered during loading and unloading of cylinders. There will be no exceptions unless the delivery trucks are smaller or larger than the size, which holds 12 cylinders. The trucks must make full truckload deliveries.

2) Material Safety Data sheets (MSDS) will be provided with each delivery.

3) Deliveries shall be between the hours of 7:30 AM and 3:00 PM, Mon – Fri, unless otherwise specified.

4) Delivery shall be made within three (3) days of an order.

F. Delivery locations and storage capacities are:

1) COM Brown Road Water Treatment Plant (BRWTP) 14 Tons
7750 E Brown Road - Mesa, AZ 85207

2) North Water Treatment Plant (NWTP) (Town of Gilbert) 12 Tons
2865 E Guadalupe Rd., Gilbert, AZ 85234
Town of Gilbert delivery hours: 6:00 AM and 2:30 PM, Mon – Fri

3) Cholla Water Treatment Plant (City of Glendale) 12,000 lbs
4805 W. Cholla Street, Glendale, AZ 85304

4) Pyramid Peak Water Treatment Plant (City of Glendale) 12,000 lbs
28101 N. 63rd Ave., Phoenix, AZ 85083

G. Approximate Annual Requirements: 521 Tons (City of Mesa – 270 tons; Town of Gilbert – 96 tons; City of Glendale – 155 tons)

8. HYDROFLUOROSILICIC ACID

A. The following is the minimum specifications for Fluorosilicic Acid:

1) Fluorosilicic Acid shall be free of heavy metals for treatment of potable water supplies. Product shall contain no impurities capable of producing ill effects on the health of those consuming water that has been treated properly and be NSF approved.

2) Fluorosilicic Acid at 24.5%, +/-1% (need consistency in delivery) as determined by lab analysis, to meet American Water Works Association (AWWA) Standard B703-06, latest revision.

a) The Fluorosilicic Acid solution supplied under these provisions and specifications shall be clean and free from all dirt, wood, and particulate matter which could cause pumping failure; shall meet the requirements of American Water Works Association (AWWA) B703-06 and Water Chemical Codex, as last revised; and shall be furnished as specified.

b) The maximum concentration of the chemical elements; arsenic, cadmium, chromium, copper, nickel, and lead shall not exceed 200 milligrams per liter as individual elemental concentrations of 1,200 milligrams per liter collectively.

c) Inorganic impurities shall be determined by the procedures described in the "heavy metals" sections of the latest edition of Standard Methods for the Examination of Water and Wastewater or in the manual of Methods for Chemical Analysis of Water and Wastes, as least revised, published by the United States Environmental Protection Agency.

3) Contractor must provide a sample of not less than one (1) pint with each delivery in a container provided by the contractor.

a) The City reserves the right to reject shipments that do not meet quality specifications.

b) "A CERTIFICATE OF ACCURATE ANALYSIS (PRODUCT CONCENTRATION LEVEL), SPECIFIC TO EACH DELIVERY, MUST ACCOMPANY EACH AND EVERY DELIVERY RESULTING FROM THIS INVITATION FOR BID."

c) The City of Mesa will notify the Contractor when a shipment of Fluorosilicic Acid as specified herein has failed to meet the requirements of 24.5% +/-1%.

d) The samples will be stored by the City in a cool dry place for not more than thirty (30) calendar days after notifying the Contractor of the results of the testing.

e) The samples will be tested for compliance with the Fluorosilicic Acid content, using the hydrogen titration method, as specified in Section 5.2 of American Water Works Association (AWWA) B703-06.

f) Material of questionable quality will be analyzed by an independent laboratory. If it does not meet the specifications the supplier will be required to remit payment to the laboratory for the analysis and remove the rejected material from the plant site.

B. Bid price offered shall be based on price per pound 100% dry weight equivalent.

1) Bidder shall include with their bid their formula used to calculate dry weight from: gallons/wet weight.

C. Tank Trailer and Truck Tractor

1) The truck tractor and tank trailer utilized for shipment of the Fluorosilicic Acid shall be in good condition and shall conform to all Federal, State, County, and city regulatory requirements as to licensing, dimensions, weights, safety, and all other particulars.

2) Tank trailer and appurtenant valves and fittings for delivery and handling Fluorosilicic Acid shall conform to the requirements of the Department of Transportation and Bureau of Explosives.

3) The Contractor's driver shall be responsible for the off-loading of the solution into the City's facility. The driver shall be experienced in the transfer procedures and requirements for this type material, and completely knowledgeable in the application of any emergency procedures required during operation.

D. Unloading

1) The City shall provide, at the delivery addresses, a stationary receiving tank for storage of Fluorosilicic Acid. The supplier shall provide necessary piping and/or hose to permit transfer of the Fluorosilicic Acid from the tank trailer to the stationary receiving tanks. The transfer of the Fluorosilicic Acid from the tank trailer to the receiving tank will be performed by the supplier. The Contractor's tank trucks shall have transfer equipment with a capacity that will complete the transfer of material within a three (3) hour period without the need for City assistance or equipment.

2) In no case shall demurrage be charged to the City. The Contractor shall be familiar with the unloading facilities at the delivery points set forth herein, either by personal inspection or by contacting the appropriate City of Mesa personnel.

3) It shall be the responsibility of the Contractor to provide all equipment and supplies necessary for the unloading. Unloading connections to be compatible with 2-inch "cam-lever" coupling (quick coupling) or 2" flange; air padding supplied with unloading.

E. Pricing to be per dry ton.

F. Deliveries

1) Material Safety Data sheets (MSDS) will be provided with each delivery.

2) Deliveries shall be between the hours of 7:30 AM and 3:00 PM, Mon – Fri, unless otherwise specified.

3) Deliveries shall be made within fifteen (15) days of an order.

G. Delivery locations and storage capacities are:

1) COM Brown Road Water Treatment Plant (BRWTP) 13,000 gallons
7750 E Brown Road - Mesa, AZ 85207

H. Approximate Annual Requirements: 40 tons (dry)

9. **CATIONIC POLYMER, LIQUID: CLARIFLOC C-308P OR APPROVED EQUAL:**

A. The following is the minimum specification for cationic polymer:

1) The polymer must function in the pH range of 7.5 to 8.2 and must not depress or elevate the pH of the finished water.

2) The polymer shall not have any chemical in it that would cause the water treated with the polymer to exceed any Safe Drinking Water Standards.

3) The polymer must be completely water-soluble and have a monomer content of less than 0.5%.

4) The polymer must be resistant to Potassium Permanganate and Chlorine oxidation.

5) Polymer must conform to American Water Works Association (AWWA) Standard B453-06, latest edition.

B. Minimum Vendor Qualifications:

1) The bidder must have been in the business of water treatment polymer manufacturing for at least ten (10) years and must provide technical support in laboratory jar tests and plant testing as required.

C. Pricing to be per pound NEAT.

D. Deliveries

1) The material is to be delivered in bulk truckloads as the City requests. Shipments shall be made in tank trucks, which will not degrade the polymer. The trucks shall be self-unloading and equipped with a 2" quick disconnect coupling.

2) Material Safety Data sheets (MSDS) will be provided with each delivery.

3) Deliveries shall be between the hours of 7:30 AM and 3:00 PM, Mon – Fri, unless otherwise specified.

4) Delivery shall be made within seven (7) days of an order.

E. Delivery locations and storage capacities are:

1) COM Brown Road Water Treatment Plant (BRWTP) 7750 E Brown Road - Mesa, AZ 85207 — 11,800 gallons

F. Approximate Annual Requirements: 160,000 lbs. NEAT

10. **CATIONIC POLYMER, LIQUID: CLARIFLOC 6215 POLYMER OR APPROVED EQUAL**

A. The following is the minimum specification for "L" polymer:

1) The polymer must function in the pH range of 7.5 to 8.2 and must not depress or elevate the pH of the finished water.

2) The polymer shall not have any chemical in it that would cause the water treated with the polymer to exceed any Safe Drinking Water Standards.

3) The polymer must be completely water-soluble and have a monomer content of less than 0.5%.

4) The polymer must be resistant to Potassium Permanganate and Chlorine oxidation.

5) Polymer must conform to American Water Works Association (AWWA) Standard B453-06, latest edition.

B. Minimum Vendor Qualifications:

1) The bidder must have been in the business of water treatment polymer manufacturing for at least ten (10) years and must provide technical support in laboratory jar tests and plant testing as required.

C. Pricing to be per pound NEAT.

D. Deliveries

1) The material is to be delivered in 275 gal totes or bulk truckloads as the City requests. Shipments shall be made in enclosed tractor trailers or tank trucks, which will not degrade the polymer. The bulk trucks shall be self-unloading and equipped with a 2" quick disconnect coupling.

2) Material Safety Data sheets (MSDS) will be provided with each delivery.

3) Deliveries shall be between the hours of 7:30 AM and 3:00 PM, Mon – Fri, unless otherwise specified.

4) Delivery shall be made within seven (7) days of an order.

E. Delivery locations and storage capacities are:

1) COM Brown Road Water Treatment Plant (BRWTP) 275 gallon totes ONLY
7750 E Brown Road - Mesa, AZ 85207

F. Approximate Annual Requirements: 8,000 lbs NEAT.

11. SODIUM BISULFITE, 40%

A. The following are minimum specifications for Sodium Bisulfite.

1) Sodium Bisulfite (NaHSO3) concentration - 37 to 41%.

2) Sulfur Dioxide content - 22.8 to 25.3%.

3) pH - 3 to 5.

4) Specific Gravity - 1.299 to 1.337

5) Solution shall not contain particulates or organic contamination in amounts able to accumulate on inlet strainers with 1/32 inch perforations.

6) Heavy metals – less than 100 ppm

B. Pricing to be per gallon.

C. Deliveries

1) Material Safety Data sheets (MSDS) will be provided with each delivery.

2) Deliveries shall be between the hours of 7:30 AM and 3:00 PM, Mon – Fri, unless otherwise specified.

3) Delivery hoses require 2" female quick disconnect.

4) Minimum delivery shall be 300 gallons.

5) Delivery shall be made within five (5) days of an order.

D. Delivery locations and storage capacities are:

1) COM Southeast Water Reclamation Plant 750 gallons Max Storage
6308 E. Baseline Road, Mesa, AZ

2) West Area Water Reclamation Facility (City of Glendale) 1,000 gallons (bulk) load
5901 N. Glen Harbor Blvd., Glendale, AZ 85307

E. Approximate annual requirements are 19,500 gallons (City of Mesa – 4,100 gallons; City of Glendale – 15,400 gallons)

12. CALCIUM NITRATE (AQUEOUS SOLUTION)

A. The following are minimum specification for Calcium Nitrate (aqueous solution):

1) City of Mesa sulfide control stations are operated and maintained by City staff. However, the supplier of calcium nitrate solution must be able to provide technical assistance pertaining to delivered product within forty-eight (48) hours of notification.

2) The calcium nitrate will be used to remove hydrogen sulfide from wastewater.

3) The calcium nitrate will utilize and enhance naturally occurring biochemical processes to facilitate hydrogen sulfide control and will be free of any odor producing compounds.

4) The calcium nitrate supplied shall be a chemically stable aqueous solution of calcium nitrate containing a minimum of 3.5 pounds of nitrate-oxygen per gallon with a pH no greater than 9.0 and no less than 4.0.

5) The calcium nitrate shall be compatible with chemical storage and feed equipment constructed of any of the following materials:
   a) PVC
   b) Stainless steel
   c) Polypropylene

B. Unit price will be made in gallons delivered.

C. Include the following information with bid:

1) Material Safety Data Sheet of material (MSDS)

2) A list of distribution points of material

D. Delivery:

1) The Calcium Nitrate must be delivered to any of four Sulfide Control Stations located in Mesa on an "as needed" basis.

2) The material shall be delivered, stored, and dosed, into the sanitary sewer using standard liquid-phase chemical handling procedures and feed equipment.

3) The supplier must be capable of safely delivering product in quantities of 500 to 4,000 gallons into the owner's storage tanks within five (5) days of order placement.

4) The material shall be delivered by tanker truck and shall be exempt from Federal DOT placard requirements.

5) Deliveries are to be made on weekdays at a specified time designated by the City. No deliveries will be accepted on weekends or City holidays. Deliveries must arrive with sufficient time to unload before 3:00 p.m. M.S.T. The contractor shall supply all necessary hose and leak-proof fittings.

E. Delivery locations and storage capacities are:

1)	COM Granite Mountain Sulfide Control Station 8747 East Regina, Mesa, AZ	800 gallons
2)	COM Rainier Sulfide Control Station 4341 North Rainier Circle, Mesa, AZ	800 gallons
3)	COM Vanguard Sulfide Control Station 6718 East Vanguard Street, Mesa, AZ	800 gallons
4)	COM Eagle Crest Sulfide Control Station 7280 East Eagle Crest Drive, Mesa, AZ	800 gallons

F. The approximate first year requirements are 3,500 gallons.

13. **HYDROCHLORIC ACID 31%-35%, (300 – 400 gallon totes)**

A. The following are minimum specifications for Hydrochloric Acid.

1) HCl content – 31.45 to 35.21 %
2) Specific Gravity – 1.16 to 1.18
3) Iron – less than 10 ppm
4) Dissolved Organic Matter – less than 100 ppm
5) Free Halogens – less than 30 ppm
6) Non-volatile residue – less than 300 ppm

B. Pricing to be per gallon.

C. Deliveries

1) Material Safety Data sheets (MSDS) will be provided with each delivery.
2) Deliveries shall be between the hours of 7:30 AM and 3:00 PM, Mon – Fri, unless otherwise specified.
3) Delivery shall be made within five (5) days of an order.

D. Delivery locations:

1) COM Northwest Water Reclamation Plant
960 N. Riverview, Mesa, AZ
2) COM Southeast Water Reclamation Plant
6308 E. Baseline Road, Mesa, AZ
3) COM Greenfield Water Reclamation Plant
4400 S. Greenfield Road, Gilbert, AZ
4) Mohave County – Golden Valley Improvement District, Well No. 2
1506 S. Teddy Roosevelt Road, Golden Valley, AZ 86413
5) Beardsley Water Reclamation Facility (City of Peoria)
19980 N. 111th Ave., Peoria, Arizona 85382

E. Approximate annual usage is 5,493 gallons (City of Mesa – 3,000 gallons; Mohave County – 1,200 gallons; City of Peoria – 1,293 gallons)

14. **HYDROCHLORIC ACID 31%-35%, 500# Drum**

A. The following are minimum specifications for Hydrochloric Acid.

1) HCl content – 31.45 to 35.21 %
2) Specific Gravity – 1.16 to 1.18
3) Iron – less than 10 ppm
4) Dissolved Organic Matter – less than 100 ppm
5) Free Halogens – less than 30 ppm
6) Non-volatile residue – less than 300 ppm

B. Pricing to be per pound.

C. Deliveries

1) Material Safety Data sheets (MSDS) will be provided with each delivery.
2) Deliveries shall be between the hours of 7:30 AM and 3:00 PM, Mon – Fri, unless otherwise specified.

3) Delivery shall be made within five (5) days of an order.

D. Delivery locations:

1) COM Northwest Water Reclamation Plant
960 N. Riverview, Mesa, AZ

2) COM Southeast Water Reclamation Plant
6308 E. Baseline Road, Mesa, AZ

3) Marana High School
12000 W. Emigh
Tucson, AZ 85743

E. Approximate annual usage is 4,500 pounds. (City of Mesa – 3,000 pounds; Marana USD 1500 pounds;)

15. SALT – COURSE CRYSTAL, SOLAR DRIED – BLOWN IN

A. The following are minimum specifications for Course Crystal Solar Dried Salt.

1) Salt must contain no organic binders (salt pellets are not acceptable).

2) Percentage NaCl by weight:

a) Dry basis 96.3% minimum

b) Wet 93.3% minimum

3) Calcium Sulfate 0.30% maximum

4) Magnesium Chloride 0.06% maximum

5) Calcium Chloride 0.10% maximum

6) Magnesium Sulfate 0.02% maximum

7) Insolubles 0.10% maximum

8) Moisture (as H2O) 3.00% maximum

9) Lead 0.0007% maximum

10) Copper 0.0003% maximum

11) Iron (as Fe) 0.002% maximum

12) Fluoride 0.01% maximum

B. Pricing to be per ton.

C. Deliveries:

1) Salt must be delivered by truck and blown into the storage tank.

2) Average delivery ranges from 5,000 pounds to 10,000 pounds depending on the site.

3) Product shall be delivered within one (1) working day of product request.

4) An MSDS sheet shall be supplied with each delivery.

5) Deliveries shall be made between 7:00 a.m. and 3:00 p.m., Monday through Friday.

6) A 30 minute notification will be required prior to delivery arriving on-site.

D. Delivery locations and storage capacities:

1) COM Greenfield Water Reclamation Plant 25 ton
4400 S. Greenfield Road, Gilbert, AZ

2) COM Brooks Pump Station — 5 ton
310 S Brooks, Mesa, AZ 85201

3) COM Pasadena Pump Station — 5 ton
601 N Pasadena, Mesa, AZ 85201

4) COM Lindsay Pump Station — 5 ton
3130 E Adobe, Mesa, AZ 85201

E. Approximate annual usage is 130 tons.

16. SALT – COURSE, BAGGED, 50# BAGS

A. Water Softener Crystals, solar dried, coarse, bagged, large irregular size crystals, 99.9% purity with minimum fine size particles.

B. Pricing to be per each 50# bag.

C. Deliveries:

1) An MSDS sheet shall be supplied with each delivery.

2) Deliveries shall be made between 7:30 a.m. and 3:00 p.m., Monday through Friday.

3) Delivery shall be made within five (5) days of an order.

D. Delivery locations:

1) COM Northwest Water Reclamation Plant
960 N. Riverview, Mesa, AZ

2) COM Southeast Water Reclamation Plant
6308 E. Baseline Road, Mesa, AZ

3) COM Greenfield Water Reclamation Plant
4400 S. Greenfield Road, Gilbert, AZ

4) COM Materials and Supply
316 E. 6th Street, Mesa, AZ 85201

5) COM Materials and Supply
7041 E. Adobe, Mesa, AZ 85207

E. Approximate annual usage is 83,750 pounds /1,675 (50#) bags.

17. SODIUM HYDROXIDE 50%, LIQUID (CAUSTIC SODA) – 700# DRUM

A. The following is the minimum specifications for Caustic Soda/Sodium Hydroxide (NaOH 50% Liquid Solution):

1) The material is to meet the American Water Works Association (AWWA) Standard B501-80, latest revision.

2) The material shall contain approximately 50% ± 1 Sodium Hydroxide (NaOH)

3) The sodium hydroxide supplied shall contain no soluble material or organic substances in quantities capable of producing deleterious or injurious effects on the health of those consuming water that has been treated properly with the sodium hydroxide.

4) The supplier must provide an "Affidavit of Compliance" that the material complies with the American Water Works Association (AWWA) B501-80 standard.

B. Pricing to be per pound.

C. Deliveries

1) Material Safety Data sheets (MSDS) will be provided with each delivery.

2) Deliveries shall be between the hours of 7:30 AM and 3:00 PM, Mon – Fri, unless otherwise specified.

3) Delivery shall be within fifteen (15) days of an order.

D. Delivery locations:

1) COM Materials and Supply
316 E. 6th Street, Mesa, AZ 85201

2) COM Materials and Supply
7041 E. Adobe, Mesa, AZ 85207

E. Approximate Annual Requirements: 35,000 lbs.

18 & 19. CHLORINE, LIQUID – 95# and 150# CYLINDERS

A. The following is the minimum specifications for Liquid Chlorine in both 95# and 150# Cylinders.

1) The material shall meet the American Water Works Association (AWWA) Standard B301-04, latest revision.

2) The chlorine will be 99.5 percent pure by volume.

a) General: The liquid chlorine supplied under this standard shall contain no soluble mineral or organic substances in quantities capable of producing deleterious or injurious effects on the health of persons consuming water that has been treated properly with the liquid chlorine.

b) Moisture: The liquid chlorine supplied shall be dry chlorine. Moisture shall not exceed 150 ppm (0.015 percent), by weight.

c) Heavy metals: The sum of all heavy metals shall not exceed 30 ppm (0.003 percent) expressed as lead.

d) Lead shall not exceed 10 ppm (0.001 percent) reported as lead.

e) Mercury shall not exceed 1 ppm (0.001 percent) reported as mercury.

f) Arsenic shall not exceed 3 ppm (0.003 percent) reported as metallic arsenic.

g) Nonvolatile residue: The total residue shall not exceed (1) 50 ppm (0.005 percent), by weight, in liquid chlorine as loaded by the manufacturer in tank cars and chlorine tank trucks, or (2) 150 ppm (0.015 percent), by weight, in liquid chlorine as packaged in cylinders or ton containers.

h) Carbon tetrachloride: Carbon tetrachloride shall not exceed 100 ppm (0.010 percent). Testing for carbon tetrachloride is not required unless a carbon tetrachloride tail gas scrubbing system is used in the chlorine production unit or if it is used as a diluent for nitrogen trichloride. Consult with your manufacturer, packager, or supplier.

i) Trihalomethanes: Trihalomethanes shall not exceed 300 ppm (0.030 percent).

3) A new lead gasket shall be provided with each cylinder.

B. Awarded Contractor(s) shall maintain a local twenty-four (24) hour emergency service for liquid chlorine that includes the following:

1) The Contractor's representatives shall be equipped with the following minimum equipment when responding to an emergency call:

a) Chlorine Institute Emergency Repair Kit for the type and size chlorine cylinders or containers supplied.

b) Self-contained breathing apparatus suitable for entering and working in a concentrated chlorine atmosphere.

c) One-hundred (100) pounds chlorine-absorbing chemical, such as soda ash, sodium thiosulphate, etc.

C. Any container which show signs of leakage or if the fusible plugs are painted or taped over will be rejected by the City.

D. Liquid chlorine shipping containers shall conform to applicable regulations of the Interstate Commerce Commissions. The containers shall be reconditioned, maintained and loaded in strict accordance with the latest edition of "Container Procedure at Chlorine Packaging Plant," issued by the Chlorine Institute, Inc.

E. The Contractor(s) shall be responsible for the removal and safe disposal of all defective or leaking chlorine cylinders and containers, at his own expense except the in cases where the cause of the emergency is due to abuse in handling or negligence on the part of personnel of the City.

F. Procedures for the removal and disposal of defective or leaking cylinders or containers shall be approved by the City of Mesa Fire Department.

G. The supplier shall include with the bid an "Affidavit of Compliance" stating that the chlorine complies with all applicable requirements of the American Water Works Association (AWWA) 301-04 Standard for liquid chlorine or furnishes a certified analyses of the liquid chlorine.

H. Pricing to be per each cylinder.

I. Deliveries.

1) Material Safety Data sheets (MSDS) will be provided with each delivery.

2) Deliveries shall be between the hours of 7:30 AM and 3:00 PM, Mon – Fri, unless otherwise specified.

3) Delivery shall be within fifteen (15) days of an order for City of Mesa deliveries and five (5) days of an order for Peoria USD #11.

J. Delivery locations:

1) COM Materials and Supply
316 E. 6th Street, Mesa, AZ 85201

2) COM Materials and Supply
7041 E. Adobe, Mesa, AZ 85207

3) Ironwood High School (Peoria Unified School District #11
6051 W. Sweetwater Ave.
Glendale, AZ 85304

4) Cactus High School (Peoria Unified School District #11)
6330 W. Greenway Rd.
Glendale, AZ 85306

5) Cholla Water Treatment Plant (City of Glendale)
4805 W. Cholla Street
Glendale, AZ 85304

6) Field Ops Water Production (GWWTP) (City of Peoria)
7300 W. Greenway Rd., Peoria, Arizona 85382

K. Approximate Annual Requirements:

1) 140 each 95# Liquid Chlorine Cylinders (City of Mesa)

2) 1,561 each 150# Liquid Chlorine Cylinders (City of Mesa – 670 each; Peoria Unified School District #11- 60 each; City of Glendale – 420 each; City of Peoria – 411 each)

20. SODIUM BICARBONATE, 99% – 50# BAG

A. Pricing to be per each 50 # bag.

B. Material Safety Data sheets (MSDS) will be provided with each delivery

C. Deliveries shall be between the hours of 7:00 AM and 1:00 PM, Mon – Fri, unless otherwise specified.

D. Delivery shall be made to the location(s) contained herein within fifteen (15) days of an order.

1) COM Parks & Recreation
6945 East Decatur, Mesa, AZ 85207

2) City of Sierra Vista
2900 Martin Luther King Drive
Sierra Vista, AZ 85635

3) Marana High School
12000 W. Emigh
Tucson, AZ 85743

4) Ironwood High School (Peoria Unified School District #11)
6051 W. Sweetwater Ave.
Glendale, AZ 85304

5) Cactus High School (Peoria Unified School District #11)
6330 W. Greenway Rd.
Glendale, AZ 85306

E. Approximate Quantity shipped per Order: 1 pallet (49 bags)

F. Approximate Annual Requirements: 3,762 (50#) bags per year (City of Mesa – 3,430 bags; City of Sierra Vista – 20 bags; Marana USD – 18 bags; Peoria USD #11 – 294 bags)

21. BROMINE TABLETS, 96% – 50# PAIL

A. Pricing to be per each 50 # pail.

B. Material Safety Data sheets (MSDS) will be provided with each delivery

C. Deliveries shall be between the hours of 7:00 AM and 1:00 PM, Mon – Fri, unless otherwise specified.

D. Delivery shall be made to the location(s) contained herein within fifteen (15) days of an order.

1) COM Parks & Recreation
6945 East Decatur, Mesa, AZ 85207

E. Approximate Quantity shipped per Order: 1 pallet (30 pails)

F. Approximate Annual Requirements: 30 (50#) Pails per year.

22. SODIUM BISULFATE, ANHYDROUS 91-94% (DRY ACID) – 50# BAG

A. Pricing to be per each 50 # bag.

B. Material Safety Data sheets (MSDS) will be provided with each delivery

C. Deliveries shall be between the hours of 7:00 AM and 1:00 PM, Mon – Fri, unless otherwise specified.

D. Delivery shall be made to the location(s) contained herein within fifteen (15) days of an order.
1) COM Parks & Recreation
6945 East Decatur, Mesa, AZ 85207

E. Approximate Quantity shipped per Order: 1 pallet (40 bags)

F. Approximate Annual Requirements: 240 (50#) Bags per year.

23. POTASSIUM MONOPERSULFATE 86-96% (NON-CHLORINE SHOCK) – 50# BAG

A. Pricing to be per each 50 # bag.

B. Material Safety Data sheets (MSDS) will be provided with each delivery

C. Deliveries shall be between the hours of 7:00 AM and 1:00 PM, Mon – Fri, unless otherwise specified.

D. Delivery shall be made to the location(s) contained herein within fifteen (15) days of an order.
1) COM Parks & Recreation
6945 East Decatur, Mesa, AZ 85207

E. Approximate Quantity shipped per Order: 1 pallet (40 bags)

F. Approximate Annual Requirements: 200 (50#) Bags per year.

24. SODIUM THIOSULFATE (CHLOR OUT) – 25# PAIL

A. Pricing to be per each 25 # Pail.

B. Material Safety Data sheets (MSDS) will be provided with each delivery

C. Deliveries shall be between the hours of 7:00 AM and 1:00 PM, Mon – Fri, unless otherwise specified.

D. Delivery shall be made to the location(s) contained herein within fifteen (15) days of an order.
1) COM Parks & Recreation
6945 East Decatur, Mesa, AZ 85207

E. Approximate Quantity shipped per Order: 1 pallet (20 Pails)

F. Approximate Annual Requirements: 48 (25#) Pails per year.

25. SODIUM HYPOCHLORITE 13% (CHLORINE BLEACH) – 15 GALLON DRUM

A. Pricing to be per each 15 gallon drum.

B. Material Safety Data sheets (MSDS) will be provided with each delivery

C. Deliveries shall be between the hours of 7:00 AM and 1:00 PM, Mon – Fri, unless otherwise specified.

D. Delivery shall be made to the location(s) contained herein within fifteen (15) days of an order.
1) COM Parks & Recreation
6945 East Decatur, Mesa, AZ 85207

2) Marana High School
12000 W. Emigh
Tucson, AZ 85743

E. Approximate Quantity shipped per Order: 4 drums

F. Approximate Annual Requirements: 286 (15 gallon) Drums per year (City of Mesa – 100 drums; Marana USD – 186 drums)

26. HYDROGEN CHLORIDE 31% (MURIATIC ACID) – 4 X 1 GALLON JUG /CRATE

A. Pricing to be per gallon.

B. Material Safety Data sheets (MSDS) will be provided with each delivery

C. Deliveries shall be between the hours of 7:00 AM and 1:00 PM, Mon – Fri, unless otherwise specified.

D. Delivery shall be made to the location(s) contained herein within fifteen (15) days of an order.
1) COM Parks & Recreation
6945 East Decatur, Mesa, AZ 85207

2) City of Sierra Vista
2900 Martin Luther King Drive
Sierra Vista, AZ 85635

3) Marana High School
12000 W. Emigh
Tucson, AZ 85743

E. Approximate Quantity shipped per Order: 4 crates

F. Approximate Annual Requirements: 2,700 gallons per year (City of Mesa – 200 gallons; City of Sierra Vista – 2,000 gallons; Marana USD – 500 gallons)

27. TAYLOR REAGENTS – .75 OZ BOTTLE

A. Pricing to be per each .75 OZ bottle.

B. Material Safety Data sheets (MSDS) will be provided with each delivery.

C. Deliveries shall be between the hours of 7:00 AM and 1:00 PM, Mon – Fri, unless otherwise specified.

D. Delivery shall be made to the location(s) contained herein within fifteen (15) days of an order.
1) COM Parks & Recreation
6945 East Decatur, Mesa, AZ 85207

E. Approximate Quantity shipped per Order: 1 box (20 bottles) of each Reagent.

F. Approximate Annual Requirements: 500 bottles per year of each of the following Reagents:

1) Taylor DPD Solution #1 / R-0001-A - 3/4 Oz. No substitutes will be allowed.

2) Taylor DPD Solution #2 / R-0002-A - 3/4 Oz. No substitutes will be allowed.

3) Taylor pH Indicator #4 / R-0004-A - 3/4 Oz. No substitutes will be allowed.

4) Taylor Thiosulfate #7 / R-0007-A - 3/4 Oz. No substitutes will be allowed.

5) Taylor Total Alkalinity #8 / R-0008-A - 3/4 Oz. No substitutes will be allowed.

6) Taylor Sulfuric Acid #9 / R-0009-A - 3/4 Oz. No substitutes will be allowed.

7) Taylor Calcium Buffer #10 / R-0010-A - 3/4 Oz. No substitutes will be allowed.

8) Taylor Calcium Indicator #11 / R-0011L-A - 3/4 Oz. No substitutes will be allowed.

9) Taylor Hardness Reagent #12 / R0012-A - 3/4 Oz. No substitutes will be allowed.

28. **FERROUS CHLORIDE, 32.9% LIQUID SOLUTION**

A. Deliveries shall be between the hours of 7:00 AM and 1:00 PM, Mon – Thursday, unless otherwise specified.

B. Delivery shall be made to the location(s) contained herein within 7-10 business days of an order.

1) Town of Queen Creek
20614 E. Ocotillo Road
Queen Creek, AZ 85142

2) Town of Queen Creek
18145 E. Swan Drive
Queen Creek, AZ 85142

C. Pricing to be per gallon.

D. Material Safety Data sheets (MSDS) will be provided with each delivery

E. Approximate Quantity shipped per Order: 4500+- gallons or bulk tank

F. Approximate Annual Requirements: 20,000 gallons per year.

G. Delivery: Bulk

H. Performance and/or Quality Requirements: 32.9% liquid solution

29. **1" TRICHLOR TABLETS**

A. Deliveries shall be between the hours of 7:00 AM and 1:00 PM, Mon – Thursday, unless otherwise specified.

B. Delivery shall be made to the location(s) contained herein within 7-14 business days of an order.

1) Town of Queen Creek
20080 E. Chandler Heights Road
Queen Creek, AZ 85142

2) Marana High School
12000 W. Emigh
Tucson, AZ 85743

C. Pricing to be per lbs.

D. Material Safety Data sheets (MSDS) will be provided with each delivery

E. Approximate Quantity shipped per Order: 12,000 lbs. or 8 pallets

F. Approximate Annual Requirements: 25,330 pounds (Town of Queen Creek – 25,000 pounds; Marana USD – 330 pounds)

G. Delivery: 55 pound pail

H. Performance and/or Quality Requirements: 99% trichloroisocyanuric acid, minimum 90% available chlorine.

30. SODIUM HYDROXIDE (CAUSTIC SODA), 50%

A. The following is the minimum specification for Caustic Soda:

1) The material is to meet the American Water Works Association (AWWA) Standard B501-03, latest revision.

2) The material shall contain approximately 50% ± 1 Sodium Hydroxide (NaOH).

3) The sodium hydroxide supplied shall contain no soluble material or organic substances in quantities capable of producing deleterious or injurious effects on the health of those consuming water that has been treated properly with the sodium hydroxide.

B. Bidder shall include with bid the formula used to calculate dry weight from gallons/wet weight.

C. Pricing to be per gallon.

D. Delivery:

1) The trucks shall be self-unloading and be equipped with delivery hoses with 1 ½" female quick disconnects.

2) Shipments shall be made in tank trucks that do not degrade the Caustic Soda.

3) Material Safety Data sheets (MSDS) will be provided with each delivery.

4) Deliveries shall be between the hours of 7:30 AM and 3:00 PM, Mon – Fri, unless otherwise specified

5) Delivery required within five (5) days of placing order.

E. Delivery locations and storage capacities:

1) Ironwood High School (Peoria Unified School District #11) 300 gallons
6051 W. Sweetwater Ave.
Glendale, AZ 85304

2) Cactus High School (Peoria Unified School District #11) 150 gallons
6330 W. Greenway Rd.
Glendale, AZ 85306

F. Approximate Annual Requirements: 625 gallons

31. ANIONIC POLYMER, LIQUID: CLARIFLOC A-210P OR APPROVED EQUAL:

A. The following is the minimum specification for anionic polymer:

1) The polymer must function in the pH range of 7.5 to 8.2 and must not depress or elevate the pH of the finished water.

2) The polymer shall not have any chemical in it that would cause the water treated with the polymer to exceed any Safe Drinking Water Standards.

3) The polymer must be completely water-soluble and have a monomer content of less than 0.5%.

4) Polymer must conform to American Water Works Association (AWWA) Standard B453-06, latest edition.

B. Minimum Vendor Qualifications:

1) The bidder must have been in the business of water treatment polymer manufacturing for at least 10 years and must provide technical support in laboratory jar tests and plant testing as required.

C. Pricing to be per pound NEAT.

D. Deliveries:

1) The material is to be delivered in totes as the City requests. Shipments shall be made in enclosed tractor trailers, which will not degrade the polymer.

2) Material Safety Data sheets (MSDS) will be provided with each delivery.

3) Deliveries shall be between the hours of 6:00 AM and 2:30 PM, Mon – Fri, unless otherwise specified.

4) Delivery shall be made within seven (7) days of an order.

E. Delivery locations and storage capacities are:

1) North Water Treatment Plant (NWTP) (Town of Gilbert) 1 Tote Only
2865 E Guadalupe Road - Gilbert, AZ 85234

F. Approximate Annual Requirements: 11,500 lbs. NEAT

COMPLIANCE QUESTIONNAIRE
(This form MUST be completed and submitted with bid)

1. **SODIUM HYDROXIDE (CAUSTIC SODA), 25% per SPECIFICATIONS:**
   - Material meets AWWA Standard B501-03, latest revision? Yes X
   - Affidavit of Compliance attached? Yes X
   - MSDS provided? Yes X
   - Delivery, as stated in Technical Specifications, can be met. Yes X
     - If no, specify number of days for delivery:_____

2. **SODIUM HYPOCHLORITE per SPECIFICATIONS:**
   - Chemical Analysis attached? Yes X
   - MSDS provided? Yes X
   - Delivery, as stated in Technical Specifications, can be met. Yes X
     - If no, specify number of days for delivery:_____

3. **FERROUS CHLORIDE, LIQUID per SPECIFICATIONS:**
   - Chemical Analysis attached? Yes ____
   - MSDS provided? Yes ____
   - Delivery, as stated in Technical Specifications, can be met. Yes ____
     - If no, specify number of days for delivery:_____

4. **ALUMINUM SULFATE, LIQUID per SPECIFICATIONS:**
   - Material meets AWWA Standard B403-03, latest revision? Yes X
   - Affidavit of Compliance attached? Yes X
   - MSDS provided? Yes X
   - Delivery, as stated in Technical Specifications, can be met. Yes X
     - If no, specify number of days for delivery:_____

5. **POWDERED ACTIVATED CARBON (PAC) per SPECIFICATIONS:**
   - Material meets AWWA Standard B600-05, latest revision? Yes X
   - Sample of offered PAC was delivered to BRWTP? Yes X
   - Experimental Data report attached? Yes X
   - MSDS provided? Yes X
   - Delivery, as stated in Technical Specifications, can be met. Yes X
     - If no, specify number of days for delivery:_____

6. **SODIUM CHLORITE 25%, LIQUID per SPECIFICATIONS:**
   - Material meets AWWA Standard B303-05, latest revision? Yes ____
   - Material is NSF approved? Yes ____
   - Chemical Analysis Yes ____
   - MSDS provided? Yes ____
   - Delivery, as stated in Technical Specifications, can be met. Yes ____
     - If no, specify number of days for delivery:_____

7. **CHLORINE 100%, LIQUID (1 TON) per SPECIFICATIONS:**
   - Material meets AWWA Standard B301-04, latest revision? Yes X
   - Affidavit of Compliance attached? Yes X
   - MSDS provided? Yes X
   - Delivery, as stated in Technical Specifications, can be met. Yes X
     - If no, specify number of days for delivery:_____

8. **HYDROFLUOROSILICIC ACID per SPECIFICATIONS:**
Material meets AWWA Standard B703-06, latest revision? Yes X
Material meets Water Chemical Codex, latest revision? Yes X
Material is NSF approved? Yes X
MSDS provided? Yes X
Delivery, as stated in Technical Specifications, can be met. Yes X
If no, specify number of days for delivery:_____

9. **CATIONIC POLYMER, LIQUID: CLARIFLOC C-308P OR APPROVED EQUAL per SPECIFICATIONS:**
Material meets AWWA Standard B453-06, latest revision? Yes ____
Bidder meets Minimum Vendor Qualification? Yes ____
MSDS provided? Yes ____
Delivery, as stated in Technical Specifications, can be met. Yes ____
If no, specify number of days for delivery:_____

10. **CATIONIC POLYMER, LIQUID: CLARIFLOC 6215 OR APPROVED EQUAL per SPECIFICATIONS:**
Material meets AWWA Standard B453-06, latest revision? Yes ____
Bidder meets Minimum Vendor Qualification? Yes ____
MSDS provided? Yes ____
Delivery, as stated in Technical Specifications, can be met. Yes ____
If no, specify number of days for delivery:_____

11. **SODIUM BISULFITE 40% per SPECIFICATIONS:**
MSDS provided? Yes X
Delivery, as stated in Technical Specifications, can be met. Yes X
If no, specify number of days for delivery:_____

12. **CALCIUM NITRATE (AQUEOUS SOLUTION) per SPECIFICATIONS:**
MSDS provided? Yes X
List of distribution points of material? Yes X
Delivery, as stated in Technical Specifications, can be met. Yes X
If no, specify number of days for delivery:_____

13. **HYDROCHLORIC ACID 300 – 400 gallon totes per SPECIFICATIONS:**
MSDS provided? Yes X
Delivery, as stated in Technical Specifications, can be met. Yes X
If no, specify number of days for delivery:_____

14. **HYDROCHLORIC ACID 500# drums per SPECIFICATIONS:**
MSDS provided? Yes X
Delivery, as stated in Technical Specifications, can be met. Yes X
If no, specify number of days for delivery:_____

15. **SALT, COURSE, SOLAR DRIED, BLOWN IN per SPECIFICATIONS:**
MSDS provided? Yes ____
Delivery, as stated in Technical Specifications, can be met. Yes ____
If no, specify number of days for delivery:_____

16. **SALT, COURSE, SOLAR DRIED, BAGGED per SPECIFICATIONS:**
MSDS provided? Yes ____
Delivery, as stated in Technical Specifications, can be met. Yes ____
If no, specify number of days for delivery:_____

17. **SODIUM HYDROXIDE 50%, LIQUID (CAUSTIC SODA) per SPECIFICATIONS:**
Material meets AWWA Standard B501-80, latest revision? Yes X
Affidavit of Compliance attached? Yes X
MSDS provided? Yes X
Delivery, as stated in Technical Specifications, can be met. Yes X
If no, specify number of days for delivery:_____

18. **CHLORINE LIQUID, 95# CYLINDERS per SPECIFICATIONS:**
Material meets AWWA Standard B301-04, latest revision? Yes X
Affidavit of Compliance attached? Yes X
MSDS provided? Yes X
Delivery, as stated in Technical Specifications, can be met. Yes X
If no, specify number of days for delivery:_____

19. **CHLORINE LIQUID, 150# CYLINDERS per SPECIFICATIONS:**
Material meets AWWA Standard B301-04, latest revision? Yes X
Affidavit of Compliance attached? Yes X
MSDS provided? Yes X
Delivery, as stated in Technical Specifications, can be met. Yes X
If no, specify number of days for delivery:_____

20. **SODIUM BICARBONATE 99% per SPECIFICATIONS:**
MSDS provided? Yes X
Delivery, as stated in Technical Specifications, can be met. Yes X
If no, specify number of days for delivery:_____
*Sodium Bicarbonate offered is feed grade.

21. **BROMINE TABLETS 96% per SPECIFICATIONS:**
MSDS provided? Yes ____
Delivery, as stated in Technical Specifications, can be met. Yes ____
If no, specify number of days for delivery:_____

22. **SODIUM BISULFATE 91-94%, ANHYDROUS (DRY ACID) per SPECIFICATIONS:**
MSDS provided? Yes X
Delivery, as stated in Technical Specifications, can be met. Yes X
If no, specify number of days for delivery:_____

23. **POTASSIUM MONOPERSULFATE 86-96% (NON-CHLORINE SHOCK) per SPECIFICATIONS:**
MSDS provided? Yes ____
Delivery, as stated in Technical Specifications, can be met. Yes ____
If no, specify number of days for delivery:_____

24. **SODIUM THIOSULFATE (CHLOR OUT) per SPECIFICATIONS:**
MSDS provided? Yes ____
Delivery, as stated in Technical Specifications, can be met. Yes ____
If no, specify number of days for delivery:_____

25. **SODIUM HYPOCHLORITE 13% (CHLORINE BLEACH) per SPECIFICATIONS:**
MSDS provided? Yes X
Delivery, as stated in Technical Specifications, can be met. Yes X
If no, specify number of days for delivery:_____
*Thatcher Company Sodium Hypochlorite is 12.25%

26. HYDROGEN CHLORIDE 31% (MURIATIC ACID) per SPECIFICATIONS:

MSDS provided? Yes X
Delivery, as stated in Technical Specifications, can be met. Yes X
If no, specify number of days for delivery:_____

27. TAYLOR REAGENTS per SPECIFICATIONS:

MSDS provided? Yes ____
Delivery, as stated in Technical Specifications, can be met. Yes ____
If no, specify number of days for delivery:_____

28. FERROUS CHLORIDE

MSDS provided? Yes ____
Delivery, as stated in Technical Specifications, can be met. Yes ____
If no, specify number of days for delivery:_____

29. 1" TRICHLOR TABLETS

MSDS provided? Yes ____
Product is NSF approved? Yes ____
Delivery, as stated in Technical Specifications, can be met. Yes ____
If no, specify number of days for delivery:_____

30. SODIUM HYDROXIDE (CAUSTIC SODA), 50%

MSDS provided? Yes X
Delivery, as stated in Technical Specifications, can be met. Yes X
If no, specify number of days for delivery:_____

31. ANIONIC POLYMER, LIQUID: CLARIFLOC A-210P OR APPROVED EQUAL per SPECIFICATIONS:

Material meets AWWA Standard B453-06, latest revision? Yes ____
Bidder meets Minimum Vendor Qualification? Yes ____
MSDS provided? Yes ____
Delivery, as stated in Technical Specifications, can be met. Yes ____
If no, specify number of days for delivery:_____

FAILURE TO INCLUDE ALL DOCUMENTS WITH BID MAY BE CONSIDERED AN INCOMPLETE BID

MILESTONES

1. **BEGINNING AND END DATE OF INITIAL TERM.** July 1, 2014 through June 30, 2017.

   If the commencement of performance is delayed because the City does not execute the contract on the start date, the City may adjust the start date, end date and milestones to reflect the delayed execution.

2. **EXTENSION.** The City reserves the right to extend the term of this contract, provided however, that the City shall give written notice of its intentions to extend this contract no later than thirty (30) days prior to the expiration date of the contract.

3. **RENEWAL.** At the end of the initial term of this contract, the City may initiate renewal(s) as provided. The decision to renew a contract rests solely with the City. The City will give written notice of its intention to renew the contract no later than thirty (30) days prior to the expiration.

   Two (2) One-Year renewals possible at the City's option. See Adm #1

4. **PRICES.** All pricing shall be firm for the initial term of three (3) years except where otherwise provided by the specifications, and include all transportation, insurance and warranty costs. The City shall not be invoiced at prices higher than those stated in any contract resulting from this bid.

   The Contractor certifies that the prices offered are no higher than the lowest price the Contractor charges other buyers for similar quantities under similar conditions. The Contractor further agrees that any reductions in the price of the goods or services covered by this bid and occurring after award will apply to the undelivered balance. The Contractor shall promptly notify the City of such price reductions.

   During the sixty (60) day period prior to each annual anniversary of the contract effective date, the Contractor may submit a written request that the City increase the prices for an amount for no more than the twelve month change in the ***Producer Price Index for Industrial Chemicals WPU0613***, Not Seasonally Adjusted as published by the U.S. Department of Labor, Bureau of Labor Statistics (http://www.bls.gov/ppi/home.htm). The City shall review the request for adjustment and respond in writing; such response and approval shall not be unreasonably withheld.

   At the end of the initial term, pricing may be adjusted for amounts other than inflation based on mutual agreement of the parties after review of appropriate documentation. Renewal prices shall be firm for at least one year, and may be adjusted thereafter as outlined in the previous paragraph.

   No fuel surcharges will be accepted. No price increases will be accepted without proper request by Contractor and response by the City's Purchasing Division.

1. **BID SUBMISSION** - Submit a signed original along with five (5) copies of the bid in a sealed container and one electronic format on a CD or Thumb Drive.

   DO NOT use spiral binding or comb binding for your offers – 3-ring binders are preferred for large bids.

2. **BIDDER RESPONSE CHECKLIST.** This checklist is provided for your convenience. It is not necessary to return a copy of this solicitation's Instructions, Terms and Conditions, or Detailed Specifications with your bid response. Only submit the requested forms and any other requested or descriptive literature. Do not use comb or spiral binds for your bids. 3-ring binders are preferred for large responses.

   Response has been sent in time to be received prior to 3:00 PM local time on the due date.

   - [x] Original and proper number of copies submitted (above)
   - [x] Bid container properly labeled
   - [x] Vendor Questionnaire form completed and included, if required
   - [x] Pricing and Compensation, math double-checked, form completed and included (Exhibit A)
   - [x] W-9 Request for Taxpayer Identification Number and Certification form completed and included (http://www.irs.gov/pub/irs-pdf/fw9.pdf)
   - [x] Checked for any addenda issued and acknowledged on Pricing & Compensation form
   - [x] Exceptions, Confidential & Additional Items form completed and included
   - [x] Vendor Information form completed and included
   - [x] Offer And Acceptance form completed and included
   - [x] Compliance Questionnaire completed and included

VENDOR QUESTIONNAIRE

GENERAL

Years in Business providing similar services: 22 years

Number of employees at location serving this contract: 10

Provide Names, contact and telephone numbers of three (3) organizations that have received similar services from your company. At least one reference should be comparable in size to Mesa's proposed contract.

Firm/Government Agency Name: City of Chandler, AZ

Contact Person: Carolee Stees | Phone: (480) 782-2405

Address: Purchasing Division
175 S. Arizona Ave., 3rd Floor
Chandler, AZ 85225

Fax: (480) 782-2410

E-Mail Address: carolee.stees@chandleraz.gov

$ Value of Work, Supplies/Services and Dates Provided:
2013: $259,000 Water/Wastewater Treatment Chemicals
2012: $225,000
2011: $183,000 2006 - Present

Firm/Government Agency Name: City of Avondale, AZ

Contact Person: Loretta Browning | Phone: (623) 333-2029

Address: 11465 W. Civic Center Dr.
Suite 200
Avondale, AZ 85323

Fax: (623) 333-0200

E-Mail Address: lbrowning@avondale.org

$ Value of Work, Supplies/Services and Dates Provided:
2013: $103,000 Water/Wastewater Treatment Chemicals
2013 - Present

Firm/Government Agency Name: SRP - Navajo Generating Station, AZ

Contact Person: Patricia Dineyazhe | Phone: (928) 645-7288

Address: P. O. Box 850
M/S NGS 370
Page, AZ 86040

Fax: (928) 645-7292

E-Mail Address: pat.dineyazhe@srpnet.com

$ Value of Work, Supplies/Services and Dates Provided:
2013: $391,000 Process Chemicals
2012: $590,000
2011: $578,000 2000 - Present

Vehicle/ Equipment Inventory which is available for this contract:
Not applicable.

List any additions to equipment or personnel you anticipate if awarded this contract:
Not applicable.

Vendor Name Thatcher Company of Arizona Date: April 28, 2014

Subcontractors: List subcontractor that will participate in carrying out the obligations of any resulting contract.	
Subcontractor Contact Name: None.	Phone:
Contractor License Type:	Type/Number:
Subcontractor Contact Name:	Phone:
Contractor License Type:	Type/Number:
Subcontractor Contact Name:	Phone:
Contractor License Type:	Type/Number:
List any other information which may be helpful in determining your qualifications for this contract:	
FINANCIAL	
Company Management: Provide names and years with the Company:	
President: Craig N. Thatcher; 38 years	
Controller: Jeffrey Hollingworth; 5 years	
Contractor/Representative (Who would handle this account: submit resume with proposal):	
Shannon Briscoe; 1 1/2 years	
Yearly sales volume at location serving this contract: Unpublished.	
Banking References:	
Bank: Wells Fargo Bank	
Location: 299 South Main Street, 11th Floor, Salt Lake City, UT 84111	
Officer Brook Lyons	
Bank:	
Location:	
Officer:	
Credit References: Provide names and telephone numbers of at least three (3) organizations that your company deals with on a day-to-day basis (i.e. suppliers)	

Vendor Name Thatcher Company of Arizona Date: April 28, 2014

VENDOR QUESTIONNAIRE

Firm/Government Agency Name:	Transammonia, Inc.		
Contact Person:	Karl Zoldan	Phone:	(813) 870-8664
Address:	P. O. Box 863214 Orlando, FL 32886-3214	Fax:	(813) 261-0601
		E-Mail Address:	Karl.zoldan@trammo.com
Supplier of:	Sulfuric acid.		
Firm/Government Agency Name:	Arch Chemicals, Inc.		
Contact Person:	Sara Crowder	Phone:	(678) 627-2229
Address:	P. O. Box 945582 Atlanta, GA 30394-5582	Fax:	(678) 627-2097
		E-Mail Address:	Sara.crowder@lonza.com
Supplier of:	Calcium hypochlorite.		
Firm/Government Agency Name:	Mosaic Crop Nutrition		
Contact Person:	Jennifer Lehman	Phone:	(813) 500-6746
Address:	P. O. Box 5790 Minneapolis, MN 55440	Fax:	(813) 571-6915
		E-Mail Address:	Jennifer.Lehman@mosaicco.com
Supplier of:	Hydrofluosilicic acid.		
Insurance: Provide name of insurance carriers that provide coverage for your company.			
Automobile:	New Hampshire Insurance Company		
General/Contractor Liability:	Chartis Specialty Insurance Company		
Bonding:	Old Republic Surety Company		

Vendor Name Thatcher Company of Arizona Date: April 28, 2014

PRICING AND COMPENSATION

Offerors shall complete Excel spreadsheet entitled "2014241 EXHIBIT A PRICING AND COMPENSATION", and provide all requested information.

Vendor Name Thatcher Company of Arizona Date: April 28, 2014

REVISED EXHIBIT A - PRICING AND COMPENSATION
IFB NO. 2014241

Pursuant to all the contract specifications enumerated and described in this solicitation, we agree to furnish Water/Wastewater Treatment and Pool Chemicals to the City of Mesa and listed agencies at the price(s) stated below.

Vendor Name: Thatcher Company of Arizona

Item #	Description	Unit Price	Estimated Annual Usage	Unit of Measure	Total Price
1	Sodium Hydroxide 25%, NaOH (Caustic Soda) (Mesa-186,000 gallons; Peoria USD #11-525 gallons; Gilbert-9,000 gallons)	$ 0.8635	195,525	gallon	$ 168,835.84
	Unit cost for Less than Truck Load Order	$0.8635			
	Full Truck Load (FTL) Minimum Order Quantity: NA				
	Less than Truck Load (LTL) Minimum Order Quantity: NA				
	Additional Delivery Fee for Locations outside the Phoenix Metropolitan Area as defined in Section S.31:	FTL: NA LTL: NA			
	Formula used to calculate dry weight from gallons/wet weight	($0.8635/10.66)/0.25=$0.324 per dry pound			
	Manufacturer:	Thatcher Company of Arizona			
	Product I.D.	0300040			
	Delivery ARO:	5 Days ARO			
2	Sodium Hypochlorite (Bleach), 12.5% NaOCl3 (Mesa-550,000 gallons; Sierra Vista-2,500 gallons; City of Peoria-497,530 gallons)	$ 0.8710	1,050,030	gallon	$ 914,576.13
	Unit cost for Less than Truck Load Order	$ 0.8710			
	Full Truck Load (FTL) Minimum Order Quantity: 4000 Gallons				
	Less than Truck Load (LTL) Minimum Order Quantity: 700 Gallons				
	Additional Delivery Fee for Locations outside the Phoenix Metropolitan Area as defined in Section S.31:	FTL: $ 1,233.00 LTL: $ 1,233.00			
	Manufacturer:	Thatcher Company of Nevada, Inc			
	Product I.D.	2000101			
	Delivery ARO:	5 Days ARO			
3	Ferrous Chloride, Liquid 27%-35%, FeCl2 (Mesa-1,500 tons; Gilbert-345 tons; Queen Creek- 110 tons)	No Bid	1,955	anhydrous ton	#VALUE!
	Unit cost for Less than Truck Load Order				
	Full Truck Load (FTL) Minimum Order Quantity: _____Tons				
	Less than Truck Load (LTL) Minimum Order Quantity: _____Tons				
	Additional Delivery Fee for Locations outside the Phoenix Metropolitan Area as defined in Section S.31:	FTL: $ LTL: $			
	Formula used to calculate dry weight from gallons/wet weight				
	Manufacturer:				
	Product I.D.				
	Delivery ARO:				
4	Aluminum Sulfate, Liquid 48% (Mesa-1,300 dry tons; City of Peoria-700 dry tons)	$ 202.04	2,000	dry ton	$ 404,080.00
	Unit cost for Less than Truck Load Order	$ 202.04			
	Full Truck Load (FTL) Minimum Order Quantity: NA				
	Less than Truck Load (LTL) Minimum Order Quantity: NA				
	Additional Delivery Fee for Locations outside the Phoenix Metropolitan Area as defined in Section S.31:	FTL: NA LTL: NA			
	Formula used to calculate dry weight from gallons/wet weight	$98.64 per wet ton / 0.48824 = $202.04			
	Manufacturer:	Thatcher Company of Arizona			
	Product I.D.	0100850			
	Delivery ARO:	3 Days ARO			

REVISED EXHIBIT A - PRICING AND COMPENSATION
IFB NO. 2014241

Vendor Name: Thatcher Company of Arizona

Item #	Description	Unit Price	Estimated Annual Usage	Unit of Measure	Total Price
5	Powdered Activated Carbon, PAC, Solid, 100%	$ 0.7990	520,000	dry pound	$ 415,480.00
	Unit cost for Less than Truck Load Order	$ 0.7990			
	Full Truck Load (FTL) Minimum Order Quantity: NA				
	Less than Truck Load (LTL) Minimum Order Quantity: NA				
	Additional Delivery Fee for Locations outside the Phoenix Metropolitan Area as defined in Section S.31:	FTL: NA LTL: NA			
	Delivered Packaging Size:				
	From the dose response curve:				
	Pounds of PAC to remove 80% of MIB in low dosages				
	Pounds of PAC to remove 80% of Geosmin in low dosages				
	Manufacturer:	Biogenic Reagents			
	Product I.D.:	TBD			
	Delivery ARO:	7 Days ARO			
6	Sodium Chlorite, Liquid, 25% NaOCl2	No Bid	310	wet ton	#VALUE!
	Unit cost for Less than Truck Load Order				
	Full Truck Load (FTL) Minimum Order Quantity: _____Wet Tons				
	Less than Truck Load (LTL) Minimum Order Quantity: _____Wet Tons				
	Additional Delivery Fee for Locations outside the Phoenix Metropolitan Area as defined in Section S.31:	FTL: $ LTL: $			
	Conversion formula to calculate wet ton from gallon				
	Manufacturer:				
	Product I.D.				
	Delivery ARO:				
7	Chlorine, Liquid 100% (1 ton container) (Mesa-270 tons; Gilbert-96 tons; City of Glendale-155 tons)	$ 539.00	521	ton	$ 280,819.00
	Unit cost for Less than Truck Load Order	$ 539.00			
	Full Truck Load (FTL) Minimum Order Quantity: NA				
	Less than Truck Load (LTL) Minimum Order Quantity: NA				
	Additional Delivery Fee for Locations outside the Phoenix Metropolitan Area as defined in Section S.31:	FTL: NA LTL: NA			
	container/pallet deposit, if any (refunded upon return)	2500.00			
	# of days free use	60.00			
	Charge per day after free use:	2.75			
	Lost Cylinder Charge:	2500.00			
	Cylinder considered lost after how long?	1 year			
	Valve damage beyond repair:	100.00			
	Lost Cap:				
	Manufacturer:	Thatcher Company			
	Product I.D	0312251			
	Delivery ARO:	3 Days ARO			

REVISED EXHIBIT A - PRICING AND COMPENSATION
IFB NO. 2014241

Vendor Name: Thatcher Company of Arizona

Item #	Description	Unit Price	Estimated Annual Usage	Unit of Measure	Total Price
8	HydroFluorosilicic Acid (HFS/FSA), 24.5%	$ 2,420.30	40	dry ton	$ 96,812.00
	Unit cost for Less than Truck Load Order	$ 2,420.30			
	Full Truck Load (FTL) Minimum Order Quantity: NA				
	Less than Truck Load (LTL) Minimum Order Quantity: NA				
	Additional Delivery Fee for Locations outside the Phoenix Metropolitan Area as defined in Section S.31:	FTL: NA			
		LTL: NA			
	Formula used to calculate dry weight from gallons/wet weight	$556.67 per wet ton / 0.23 = $2,420.30 per ton on 100% basis			
	Manufacturer:	Mosaic			
	Product I.D.	0800712			
	Delivery ARO:	5 Days ARO			
9	Cationic Polymer, Liquid - CLARIFLOC C-308P or approved equal	No Bid	160,000	lbs NEAT	#VALUE!
	Unit cost for Less than Truck Load Order				
	Full Truck Load (FTL) Minimum Order Quantity: _____lbs NEAT				
	Less than Truck Load (LTL) Minimum Order Quantity: _____lbs NEAT				
	Additional Delivery Fee for Locations outside the Phoenix Metropolitan Area as defined in Section S.31:	FTL: $			
		LTL: $			
	Product Name:				
	Manufacturer:				
	Product I.D.				
	Delivery ARO:				
10	Cationic Polymer, Liquid - CLARIFLOC 6215 or approved equal	No Bid	8,000	lbs NEAT	#VALUE!
	Unit cost for Less than Truck Load Order				
	Full Truck Load (FTL) Minimum Order Quantity: _____lbs NEAT				
	Less than Truck Load (LTL) Minimum Order Quantity: _____lbs NEAT				
	Additional Delivery Fee for Locations outside the Phoenix Metropolitan Area as defined in Section S.31:	FTL: $			
		LTL: $			
	container/pallet deposit, if any (refunded upon return)				
	Product Name:				
	Manufacturer:				
	Product I.D.				
	Delivery ARO.				
11	Sodium Bisulfite, 40% NaHSO3 (Mesa-4,100 gallons; City of Glendale-15,400 gallons)	$ 1.63	19,500	gallon	$ 31,785.00
	Unit cost for Less than Truck Load Order	$ 1.63			
	Full Truck Load (FTL) Minimum Order Quantity: NA				
	Less than Truck Load (LTL) Minimum Order Quantity: NA				
	Additional Delivery Fee for Locations outside the Phoenix Metropolitan Area as defined in Section S.31:	FTL: NA			
		LTL: NA			
	container/pallet deposit, if any (refunded upon return)	$10.00 per pallet, $40.00 deposit per drum. $10 washout fee, non-refundable			
	Manufacturer:	Thatcher Company			
	Product I.D.	1900302			
	Delivery ARO:	5 Days ARO			

REVISED EXHIBIT A - PRICING AND COMPENSATION
IFB NO. 2014241

Vendor Name: Thatcher Company of Arizona

Item #	Description	Unit Price	Estimated Annual Usage	Unit of Measure	Total Price
12	Calcium Nitrate (Aqueous Solution)	$ 3.34	3,500	gallon	$ 11,690.00
	Unit cost for Less than Truck Load Order	$ 3.34			
	Full Truck Load (FTL) Minimum Order Quantity: NA				
	Less than Truck Load (LTL) Minimum Order Quantity: NA				
	Additional Delivery Fee for Locations outside the Phoenix Metropolitan Area as defined in Section S.31:	FTL: NA LTL: NA			
	Manufacturer:	Thatcher Company			
	Product I.D.	0301289			
	Delivery ARO:	5 Days ARO			
13	Hydrochloric Acid 31-35%, Solution - Bulk Totes 300 - 400 Gallon (Mesa-3,000 gallons; Mohave County-1,200 gallons; City of Peoria-1,293 gallons)	$ 1.81	5,493	gallon	$ 9,942.33
	Unit cost for Less than Truck Load Order	$ 1.81			
	Full Truck Load (FTL) Minimum Order Quantity: NA				
	Less than Truck Load (LTL) Minimum Order Quantity: 275 Gallons				
	Additional Delivery Fee for Locations outside the Phoenix Metropolitan Area as defined in Section S.31:	FTL: NA LTL: $243.79			
	container/pallet deposit, if any (refunded upon return)	$250 deposite. $10 washout fee, non-refundable			
	Manufacturer:	Thatcher Company			
	Product I.D.	0800508			
	Delivery ARO:	5 Days ARO			
14	Hydrochloric Acid 31-35%, 500# Drum (Mesa-3,000 lbs; Marana USD-1,500 lbs)	$ 0.2214	4,500	pound	$ 996.30
	Unit cost for Less than Truck Load Order	$ 0.2214			
	Full Truck Load (FTL) Minimum Order Quantity: NA				
	Less than Truck Load (LTL) Minimum Order Quantity: 1500 lbs.				
	Additional Delivery Fee for Locations outside the Phoenix Metropolitan Area as defined in Section S.31:	FTL: NA LTL: $261.53			
	container/pallet deposit, if any (refunded upon return)	$10 per pallet; $40 per drum, $10 washout fee, non-refundable			
	Manufacturer:	Thatcher Company			
	Product I.D.	0800503			
	Delivery ARO:	5 Days ARO			

REVISED EXHIBIT A - PRICING AND COMPENSATION
IFB NO. 2014241

Vendor Name: Thatcher Company of Arizona

Item #	Description	Unit Price	Estimated Annual Usage	Unit of Measure	Total Price
15	Salt, Course Crystal, Solar Dried (Blown In)	No Bid	130	ton	#VALUE!
	Unit cost for Less than Truck Load Order				
	Full Truck Load (FTL) Minimum Order Quantity: _____Tons				
	Less than Truck Load (LTL) Minimum Order Quantity: _____Tons				
	Additional Delivery Fee for Locations outside the Phoenix Metropolitan Area as defined in Section S.31:	FTL: $			
		LTL: $			
	Manufacturer:				
	Product I.D.				
	Delivery ARO:				
16	Salt, Course Bagged (50# Bag)	No Bid	1,675	each	#VALUE!
	Unit cost for Less than Truck Load Order				
	Full Truck Load (FTL) Minimum Order Quantity: _____Each				
	Less than Truck Load (LTL) Minimum Order Quantity: _____Each				
	Additional Delivery Fee for Locations outside the Phoenix Metropolitan Area as defined in Section S.31:	FTL: $			
		LTL: $			
	container/pallet deposit, if any (refunded upon return)				
	Manufacturer:				
	Product I.D.				
	Delivery ARO:				
17	Sodium Hydroxide 50%, Liquid (Caustic Soda), (700# Drum)	$ 0.2397	35,000	pound	$ 8,389.50
	Unit cost for Less than Truck Load Order	$ 0.2397			
	Full Truck Load (FTL) Minimum Order Quantity: NA				
	Less than Truck Load (LTL) Minimum Order Quantity: NA				
	Additional Delivery Fee for Locations outside the Phoenix Metropolitan Area as defined in Section S.31:	FTL: NA			
		LTL: NA			
	container/pallet deposit, if any (refunded upon return)	$10 per pallet; $40 per drum, $10 washout fee, non-refundable			
	Manufacturer:	Thatcher Company of Arizona			
	Product I.D.	0300071			
	Delivery ARO:	5 Days ARO			

REVISED EXHIBIT A - PRICING AND COMPENSATION
IFB NO. 2014241

Vendor Name: Thatcher Company of Arizona

Item #	Description	Unit Price	Estimated Annual Usage	Unit of Measure	Total Price
18	**Chlorine, Liquid (95# Cylinders)**	$ 60.80	140	each	$ 8,512.00
	Unit cost for Less than Truck Load Order	$ 60.80			
	Full Truck Load (FTL) Minimum Order Quantity: NA				
	Less than Truck Load (LTL) Minimum Order Quantity: NA				
	Additional Delivery Fee for Locations outside the Phoenix Metropolitan Area as defined in Section S.31:	FTL: NA LTL: NA			
	container/pallet deposit, if any (refunded upon return)	$225.00 each.			
	# of days free use	60.00			
	Charge per day after free use:	$0.30 per day.			
	Lost Cylinder Charge:	$225.00			
	Cylinder considered lost after how long?	1 year			
	Valve damage beyond repair:	$100.00			
	Lost Cap:				
	Manufacturer:	Thatcher Company			
	Product I.D.	0302255			
	Delivery ARO:	5 Days ARO			
19	**Chlorine, Liquid (150# Cylinders) (Mesa-670 each; Peoria USD #11-80 each; City of Glendale-420 each; City of Peoria-411 each)**	$ 74.25	1,561	each	$ 115,904.25
	Unit cost for Less than Truck Load Order	$ 74.25			
	Full Truck Load (FTL) Minimum Order Quantity:NA				
	Less than Truck Load (LTL) Minimum Order Quantity: NA				
	Additional Delivery Fee for Locations outside the Phoenix Metropolitan Area as defined in Section S.31:	FTL: NA LTL: NA			
	container/pallet deposit, if any (refunded upon return)	$225.00 each.			
	# of days free use	60.00			
	Charge per day after free use:	$0.30 per day.			
	Lost Cylinder Charge:	$225.00			
	Cylinder considered lost after how long?	1 year			
	Valve damage beyond repair:	$100.00			
	Lost Cap:				
	Manufacturer:	Thatcher Company			
	Product I.D.	302252			
	Delivery ARO:	5 Days ARO			

REVISED EXHIBIT A - PRICING AND COMPENSATION
IFB NO. 2014241

Vendor Name: Thatcher Company of Arizona

Item #	Description	Unit Price	Estimated Annual Usage	Unit of Measure	Total Price
20	Sodium Bicarbonate 99% (50# bag) (Mesa-3,430 bags; Sierra Vista-20 bags; Marana USD-18 bags; Peoria USD #11-294 bags)	$ 13.43	3,762	each	$ 50,523.66
	Unit cost for Less than Truck Load Order	$ 13.43			
	Full Truck Load (FTL) Minimum Order Quantity: NA				
	Less than Truck Load (LTL) Minimum Order Quantity: 20 Each				
	Additional Delivery Fee for Locations outside the Phoenix Metropolitan Area as defined in Section S.31:	FTL: $NA LTL: $137.80			
	container/pallet deposit, if any (refunded upon return)	$10 pallet deposit			
	Manufacturer:	FMC			
	Product I.D.	1900152			
	Delivery ARO:	5 Days ARO			
21	Bromine Tabs 98% (50# pail)	No Bid	30	each	#VALUE!
	Unit cost for Less than Truck Load Order				
	Full Truck Load (FTL) Minimum Order Quantity: _____Each				
	Less than Truck Load (LTL) Minimum Order Quantity: _____Each				
	Additional Delivery Fee for Locations outside the Phoenix Metropolitan Area as defined in Section S.31:	FTL: $ LTL: $			
	container/pallet deposit, if any (refunded upon return)				
	Product I.D.				
	Delivery ARO:				
22	Sodium Bisulfate 91-94%, Anhydrous (Dry Acid) (50# bag)	$ 35.20	240	each	$ 8,448.00
	Unit cost for Less than Truck Load Order	$ 35.20			
	Full Truck Load (FTL) Minimum Order Quantity: NA				
	Less than Truck Load (LTL) Minimum Order Quantity: NA				
	Additional Delivery Fee for Locations outside the Phoenix Metropolitan Area as defined in Section S.31:	FTL: NA LTL: NA			
	container/pallet deposit, if any (refunded upon return)	$10 pallet deposit			
	Manufacturer:	Jones Hamilton			
	Product I.D.	1900353			
	Delivery ARO:	5 Days ARO			
23	Potassium Mono Persulfate 86-96% (Non-Chlorine Shock) (50# bag)	No Bid	200	each	#VALUE!
	Unit cost for Less than Truck Load Order				
	Full Truck Load (FTL) Minimum Order Quantity: _____Each				
	Less than Truck Load (LTL) Minimum Order Quantity: _____Each				
	Additional Delivery Fee for Locations outside the Phoenix Metropolitan Area as defined in Section S.31:	FTL: $ LTL: $			
	container/pallet deposit, if any (refunded upon return)				
	Manufacturer:				
	Product I.D.				
	Delivery ARO:				

REVISED EXHIBIT A - PRICING AND COMPENSATION
IFB NO. 2014241

Vendor Name: Thatcher Company of Arizona

Item #	Description	Unit Price	Estimated Annual Usage	Unit of Measure	Total Price
24	Sodium Thiosulfate (Chlor Out) (25# pail)	No Bid	48	each	#VALUE!
	Unit cost for Less than Truck Load Order				
	Full Truck Load (FTL) Minimum Order Quantity: _____Each				
	Less than Truck Load (LTL) Minimum Order Quantity: _____Each				
	Additional Delivery Fee for Locations outside the Phoenix Metropolitan Area as defined in Section S.31:	FTL: $			
		LTL: $			
	container/pallet deposit, if any (refunded upon return)				
	Manufacturer:				
	Product I.D.				
	Delivery ARO:				
25	Sodium Hypochlorite 13% (Bleach), (15 gallon drum) (Mesa-100 drums; Marana-186 drums) *Thatcher Company Sodium Hypochlorite is 12.5%	$ 49.65	286	each	$ 14,199.90
	Unit cost for Less than Truck Load Order	$ 49.65			
	Full Truck Load (FTL) Minimum Order Quantity: NA				
	Less than Truck Load (LTL) Minimum Order Quantity: 4 Each				
	Additional Delivery Fee for Locations outside the Phoenix Metropolitan Area as defined in Section S.31:	FTL: $NA			
		LTL: $ 261.34			
	container/pallet deposit, if any (refunded upon return)	$10 pallet deposit			
	Manufacturer:	Thatcher Company			
	Product I.D.	2000104			
	Delivery ARO:	5 Days ARO			
26	Hydrochloric Acid 31% (Muriatic Acid) (1 gallon bottle x 4/case) (Mesa-200 gallons; Sierra Vista-2,000 gallons; Marana USD-500 gallons)	$ 8.6645	2,700	gallon	$ 23,394.15
	Unit cost for Less than Truck Load Order	$ 8.6645			
	Full Truck Load (FTL) Minimum Order Quantity: NA				
	Less than Truck Load (LTL) Minimum Order Quantity: 16 Gallons				
	Additional Delivery Fee for Locations outside the Phoenix Metropolitan Area as defined in Section S.31:	FTL: NA			
		LTL: $108.53			
	container/pallet deposit, if any (refunded upon return)	$10 pallet deposit			
	Manufacturer:	Thatcher Company			
	Product I.D.	8250524			
	Delivery ARO:	5 Days ARO			

REVISED EXHIBIT A - PRICING AND COMPENSATION
IFB NO. 2014241

Vendor Name: Thatcher Company of Arizona

Item #	Description	Unit Price	Estimated Annual Usage	Unit of Measure	Total Price
27	**Reagents, Taylor Technologies Inc. Replacement (3/4 oz. bottle/each) - No Substitutes**				
	A DPD Solution #1 / R-0001-A -3/4 Oz	No Bid	500	each	#VALUE!
	Unit cost for Less than Truck Load Order (A)				
	B DPD Solution #2 / R-0002-A -3/4 Oz	No Bid	500	each	#VALUE!
	Unit cost for Less than Truck Load Order (B)				
	C pH Indicator #4 / R-0004-A - 3/4 Oz	No Bid	500	each	#VALUE!
	Unit cost for Less than Truck Load Order (C)				
	D Thiosulfate #7 / R-0007-A - 3/4 Oz	No Bid	500	each	#VALUE!
	Unit cost for Less than Truck Load Order (D)				
	E Total Alkalinity #8 / R-0008-A - 3/4 Oz	No Bid	500	each	#VALUE!
	Unit cost for Less than Truck Load Order (E)				
	F Sulfuric Acid #9 / R-0009-A - 3/4 Oz	No Bid	500	each	#VALUE!
	Unit cost for Less than Truck Load Order (F)				
	G Calcium Buffer #10 / R-0010-A - 3/4 Oz	No Bid	500	each	#VALUE!
	Unit cost for Less than Truck Load Order (G)				
	H Calcium Indicator #11 / R-0011L-A - 3/4 Oz	No Bid	500	each	#VALUE!
	Unit cost for Less than Truck Load Order (H)				
	I Hardness Reagent #12 / R0012-A - 3/4 Oz	No Bid	500	each	#VALUE!
	Unit cost for Less than Truck Load Order (I)				
	Full Truck Load (FTL) Minimum Order Quantity: _____Each				
	Less than Truck Load (LTL) Minimum Order Quantity: _____Each				
	Additional Delivery Fee for Locations outside the Phoenix Metropolitan Area as defined in Section S.31:	FTL: $			
		LTL: $			
	container/pallet deposit, if any (refunded upon return)				
	Manufacturer:	Taylor Technologies Inc (no substitutes)			
	Delivery ARO:			27 A - I Total	#VALUE!
28	**INTENTIONALLY LEFT BLANK - REMOVED PER ADDENDUM #1**				
29	1" Trichlor Tablets (Delivery: 55 pound pail) (Queen Creek-25,000 lbs; Marana USD-330 lbs)	No Bid	25,330	pound	#VALUE!
	Unit cost for Less than Truck Load Order				
	Full Truck Load (FTL) Minimum Order Quantity: _____Pounds				
	Less than Truck Load (LTL) Minimum Order Quantity: _____Pounds				
	Additional Delivery Fee for Locations outside the Phoenix Metropolitan Area as defined in Section S.31:	FTL: $			
		LTL: $			
	container/pallet deposit, if any (refunded upon return)				
	Manufacturer:				
	Product I.D.				
	Delivery ARO:				
30	Sodium Hydroxide (Caustic Soda), 50% (Delivery: Bulk) (Peoria USD #11)	3.68	625	gallon	2,300
	Formula used to calculate dry weight from gallons/wet weight	($3.68 per gallon/12.78)*0.5 = $0.1442 per dry pound			
	Unit cost for Less than Truck Load Order	$ 3.68			
	Full Truck Load (FTL) Minimum Order Quantity: NA				
	Less than Truck Load (LTL) Minimum Order Quantity: NA				
	Additional Delivery Fee for Locations outside the Phoenix Metropolitan Area as defined in Section S.31:	FTL: NA			
		LTL: NA			
	Manufacturer:	Thatcher Company			
	Product I.D.	0300073			
	Delivery ARO:	5 Days ARO			

REVISED EXHIBIT A - PRICING AND COMPENSATION
IFB NO. 2014241

Vendor Name: Thatcher Company of Arizona

Item #	Description	Unit Price	Estimated Annual Usage	Unit of Measure	Total Price
31	Anionic Polymer, Liquid: Clarifloc A-210P or approved equal (Town of Gilbert)	No Bid	11,500	lbs NEAT	#VALUE!
	Unit cost for Less than Truck Load Order				
	Full Truck Load (FTL) Minimum Order Quantity: _____ lbs NEAT				
	Less than Truck Load (LTL) Minimum Order Quantity: _____ lbs NEAT				
	Additional Delivery Fee for Locations outside the Phoenix Metropolitan Area as defined in Section S.31:	FTL: $			
		LTL: $			
	Product Name:				
	Manufacturer:				
	Product I.D.				
	Delivery ARO:				

BIDDERS TO SUBMIT COPIES OF MSDS SHEETS FOR EACH CHEMICAL OFFERED.

The City will add any applicable sales tax or use tax. Sales/Use taxes should not be included in the bid prices. Vendors who will be charging a Mesa Transaction Privilege Tax (TPT) will have a 1.75% removed from the taxable item(s) for the purpose of award evaluation (i.25) with the exception of items 1 - 14 which are exempt from taxes.

The City will add any applicable sales tax or use tax. Sales/Uses taxes should not be included in the bid prices.

FOB: Destination, Freight Prepaid and Allowed
Freight Costs: Unit prices are to include all Shipping and Transportation Costs within the Phoenix Metropolitan Area (50 mile radius of Downtown Phoenix Zip Code 85003) per S.31.

No fuel surcharges will be accepted.

Payment terms (not less than net 30 days): _0% Net 30 days from date of shipment.
Prompt Payment Discount of 0% if invoices are paid within 30 days of receipt.

Does Bidder agree to honor the prices, terms and conditions to other agencies as specified in section S.38?
__X__ Yes _____ No (A "no" answer will not disqualify your bid.)

Will you allow payment of invoices using a Procurement Card? ____ Yes X No
Discount for Procurement Card Purchases? N/A

Bidder complies with S.9 "Compliance With Applicable Law"? __X__ Yes _____ No

ADDENDA

Bidders are responsible for verifying receipt of any addenda issued by checking the City's website atwww.mesaaz.gov/purchasing prior to the bid opening (see i.2). Failure to acknowledge any addenda issued may result in a response being deemed non-responsive.

Acknowledgement of Receipt of Addenda (initial for each addenda received, if applicable):

Addenda #1: _____
Addenda #2 _____

EXCEPTIONS, CONFIDENTIAL & ADDITIONAL MATERIALS

Bidders shall indicate any and all exceptions taken to the provisions or specifications in this solicitation document. Exceptions that surface elsewhere and that do not also appear under this section shall be considered invalid and void and of no contractual significance.

Exceptions (mark one):

****Special Note – Any material exceptions taken to the City's Standard Terms and Conditions will render a Bid Non-responsive.**

_____ No exceptions

__X__ Exceptions taken (describe--attach additional pages if needed)

Item number 20, Sodium Bicarbonate, 99% - 50# Bag is feed grade material.

Item number 25, Sodium Hypochlorite 13% (Chlorine Bleach) - 15 gallon drum. The Sodium Hypochlorite we are offering is 12.5%.

Confidential/Proprietary Submittals (mark one):

__X__ No confidential/proprietary materials have been included with this bid

_____ Confidential/Proprietary materials included. Bidders should identify below any portion of their bid deemed confidential or proprietary (see S.12). Identification in this section does not guarantee that disclosure will be prevented but that the item will be subject to review by the Offeror and the City prior to any public disclosure. Requests to deem the entire bid as confidential will not be considered.

Additional Materials submitted (mark one):

__X__ No additional materials have been included with this bid

_____ Additional Materials attached (describe--attach additional pages if needed)

Vendor Name Thatcher Company of Arizona Date: April 28, 2014

VENDOR INFORMATION

Company Legal/Corporate Name: Thatcher Company of Arizona

Doing Business As (if different than above): _____

Address: 6321 South Rainbow Road

City: Buckeye State: Arizona Zip: 85326 - 3415

Phone: (623) 691-6499 Fax: (623) 691-6502

E-Mail Address: sandy.gutierrez@tchem.com
wendy.richmond@tchem.com Website: www.tchem.com

Taxpayer Identification Number: 86-0713495 DUNS # 00-240-4734

Remit to Address (if different than above):

Address: P. O. Box 27407

City: Salt Lake City State: UT Zip: 84127-0407

Order from Address (if different from above):

Address: 6321 South Rainbow Road

City: Buckeye State: AZ Zip: 85326-3415

Contact for Questions about this bid:

Name: Shannon Briscoe Fax: (623) 691-6502

(623) 691-6499 office

Phone: (480) 600-1128 cellular E-Mail Address: shannon.briscoe@tchem.com

Day-to-Day Project Contact (if awarded):

Name: Shannon Briscoe Fax: (623) 691-6502

(623) 691-6499 office

Phone: (480) 600-1128 cellular E-Mail Address: shannon.briscoe@tchem.com

Sales/Use Tax Information (check one):

____ Bidder is located outside Arizona and does NOT collect Arizona State Sales/Use Tax (The City will pay use tax directly to the AZ Dept of Revenue)

____ Bidder is located outside Arizona is authorized to collect Arizona Sales/Use Taxes (The Bidder should invoice the applicable sales tax and remit to the appropriate taxing authorities)
State Sales Tax Number: _____
City Sales Tax Number: _____ City of: _____, AZ
Sales Tax Rate: _____

X Bidder is located in Arizona (The Bidder should invoice the applicable sales tax and remit to the appropriate taxing authorities)
State Sales Tax Number: 07-440156-B
City Sales Tax Number: 4187 City of: Buckeye, AZ
Sales Tax Rate: 9.3%

____ Certified Small Business Certifying Agency: _____

____ Certified Minority, Woman or Disadvantaged Business Enterprise Certifying Agency: _____

SKIP THIS AFFIDAVIT IF:
__X__ Bidder is a(n) **LLC, Corporation or Partnership** as indicated on your W-9

COMPLETE AFFIDAVIT IF:
_____ Bidder is a(n) **Individual or Sole Proprietor** as indicated on your W-9

AFFIDAVIT

ARS §1-502 requires that any Person who applies to the City for a Local Public Benefit (defined as a Grant, Contract or Loan) must demonstrate through the presentation of one (1) of the following documents that he/she is lawfully present in the United States (See section i.10 of the Instructions).

Please place a check mark next to the applicable document and present the document to the City employee. If mailing the document, attach a copy of the document to this Affidavit. (If the document says on its face that it may not be copied or you know for reasons of confidentiality that it cannot be copied, you will need to present the document in person to the City for review and signing of the affidavit.)

_____ 1. **Arizona driver license issued after 1996.**
Print first 4 numbers/letters from license: ___ ___ ___ ___
_____ 2. **Arizona non-operating identification license.**
Print first 4 numbers/letters: ___ ___ ___ ___
_____ 3. **Birth certificate or delayed birth certificate issued in any state, territory or possession of the United States.**
Year of birth: _____; Place of birth: _____
_____ 4. **United States Certificate of Birth abroad.**
Year of birth: _____; Place of birth: _____
_____ 5. **United States passport.**
Print first 4 numbers/letters on Passport: ___ ___ ___ ___
_____ 6. **Foreign passport with a United States Visa.**
Print first 4 numbers/letters on Passport ___ ___ ___ ___
Print first 4 numbers/letters on Visa ___ ___ ___ ___
_____ 7. **I-94 form with a photograph.**
Print first 4 numbers on I-94: ___ ___ ___ ___
_____ 8. **United States Citizenship & Immigration Services Employment Authorization Document (EAD).**
Print first 4 numbers/letters on EAD: ___ ___ ___ ___
_____ 9. **Refugee travel document.**
Date of Issuance: _____; Refugee Country: _____
_____ 10. **United States Certificate of Naturalization.**
Print first 4 digits of CIS Reg. No.: ___ ___ ___ ___
_____ 11. **United States Certificate of Citizenship.**
Date of Issuance: _____; Place of Issuance: _____
_____ 12. **Tribal Certificate of Indian Blood.**
Date of Issuance: _____; Name of Tribe: _____
_____ 13. **Tribal or Bureau of Indian Affairs Affidavit of Birth.**
Year of Birth: _____; Place of Birth: _____

In accordance with the requirements of Arizona Law, I do swear or affirm under penalty of perjury that I am lawfully present in the United States and that the document I presented to establish this presence is true.

_____ Signature

_____ Print Name

_____ Date

_____ Business/Company Name

Verification of Attachment by City Staff Member:

_____ Signature Date

OFFER AND ACCEPTANCE

By signing and submitting this Bid, the Vendor certifies that:

a) It is under no legal prohibition on contracting with the City of Mesa.
b) It has read, understands, and is in compliance with the specifications, terms and conditions stated herein, as well as its attachments, and any referenced documents.
c) It has no known, undisclosed conflicts of interest.
d) The prices offered were independently developed without consultation or collusion with any of the other respondents or potential respondents or any other anti-competitive practices.
e) No offer of gifts, payments or other consideration were made to any City employee, officer, elected official, or consultant who has or may have had a role in the procurement process for the services and or goods/materials covered by this contract.
f) It grants the City of Mesa permission to copy all parts of this response, including without limitation any documents and/or materials copyrighted by the respondent, for Mesa's internal use in evaluating respondent's offer, or in response to a public records request under Arizona's public records law (A.R.S. §39-121 et. seq.) or other applicable law, subpoena, or other judicial process; provided that Mesa agrees not to change or delete any copyright or proprietary notices.
g) Under the provisions of A.R.S. §41-4401, respondent hereby warrants to the City that the respondent and each of its subcontractors ("Subcontractors") will comply with, and are contractually obligated to comply with, all Federal Immigration laws and regulations that relate to their employees and A.R.S. §23-214(A) (hereinafter "Contractor Immigration Warranty").
h) Under the provisions of A.R.S. §35-392, respondent certifies that they are not in violation of section 6(j) of the Federal Export Administration Act and barred by the State of Arizona from selling to the City.
i) It will provide the materials or services specified in compliance with all Federal, State, and Local Statutes and Rules if awarded by the City.
j) It is current in all obligations due to the City.
k) It will accept such terms and conditions in a resulting contract if awarded by the City.
l) The signatory is an officer or duly authorized agent of the respondent with full power and authority to submit binding offers for the goods or services as specified herein.

ACCEPTED AND AGREED TO:

Company Name: Thatcher Company of Arizona

Signature: _____

Printed Name: Craig N. Thatcher

Title: President

Date: April 28, 2014

ACCEPTANCE OF OFFER:

The offer is hereby accepted. The Contractor is now bound to sell the materials or services specified in the Contract, including all terms and conditions, specifications, addenda, etc. This contract shall henceforth be referred to as Contract Number **2014241.**

Term (if different than stated in the Milestones) 7/1/14 through 6/30/17

Awarded this 4th day of June, 2014.

_____

Edward Quedens, CPPO, C.P.M.
As Business Services Director

mesa·az

TO: All Bidders Receiving Invitation for Bid #2014241 for Water/Wastewater Treatment and Pool Chemicals

FROM: Myrna Quihuis, Procurement Officer MQ

DATE: April 24, 2014

SUBJECT: Addendum # 1

All bidders are hereby notified that the Invitation for Bid for Water/Wastewater Treatment and Pool Chemicals has been revised by this addendum.

- Exhibit A - Pricing and Compensation spreadsheet has been revised. Please submit your response on the revised Exhibit A-Pricing and Compensation pages noted as Addendum No. 1.

- IFB, Section S.31 FOB POINT (Page 12), Replace with the following:

  S.31 FOB POINT. All deliveries shall be FOB destination, freight prepaid and allowed within the Phoenix Metropolitan Area (consists of a 50 mile radius of downtown Phoenix zip code 85003) unless otherwise agreed. Freight charged/terms shall be as agreed.

- IFB, Technical Specifications, Item 2 – Sodium Hypochlorite, G. (Page 19), Change the approximate annual requirements from City of Glendale **to City of Peoria – 497,530 gallons**.

- IFB, Technical Specifications, Item 28 – Ferrous Chloride, 32.9% Liquid Solution (Page 39) – Remove Item. The Town of Queen Creek has combined their requirements under Item 3 – Ferrous Chloride, Liquid.

- IFB, Technical Specifications, Item 3 – Ferrous Chloride, Liquid, Add the Town of Queen Creek's delivery locations and storage capacities to Item 3. H, 18 & 19:

  18) Town of Queen Creek storage capacity: 7,000 gallons
  20614 E. Ocotillo Road
  Queen Creek, AZ 85142
  (Town of Queen Creek delivery hours: 7:00 AM – 1:00 PM, Mon-Thurs, unless otherwise specified.)

  19) Town of Queen Creek storage capacity: 7,000 gallons
  18145 E. Swan Drive
  Queen Creek, AZ 85142
  (Town of Queen Creek delivery hours: 7:00 AM – 1:00 PM, Mon-Thurs, unless otherwise specified.)

- IFB, Technical Specifications, Item 3, I – Ferrous Chloride, Liquid, Change the approximate annual requirements to include the Town of Queen Creek's requirements:

  I. Approximate Annual Requirements: 1,955 anhydrous tons (City of Mesa – 1,500 anhydrous tons; Town of Gilbert – 345 anhydrous tons; Town of Queen Creek - 110 anhydrous tons)

- IFB, Technical Specifications, Item 29 – 1" Trichlor Tablets (Page 39), Add Item l below.

  l. The product shall be NSF approved for drinking water.

- Compliance Questionnaire page 45, Replace with attached page noted Addendum No. 1 to reflect NSF requirement for Item 29 – 1" Trichlor Tablets.

- IFB, Milestones (Page 46), Item 4, PRICES. Change the first sentence as noted below:

  "4. **PRICES.** All pricing shall be firm for ~~the initial term of three (3) years~~ **one (1) year** except where otherwise provided by the specifications, and include all transportation, insurance and warranty costs....."

- IFB, Technical Specifications, Item 2 – Sodium Hypochlorite, Remove City of Peoria delivery location #10 Field Ops.

- IFB, Technical Specifications, Item 2 – Sodium Hypochlorite, the City of Peoria storage capacities are noted below:

	Storage Capacity
6) Beardsley Water Reclamation Facility (City of Peoria) 19980 N. 111th Ave., Peoria, Arizona 85382	6,500 Gallons
7) Butler Influent Pump Station (City of Peoria) 9976 W Northern Avenue 85345	5,000 Gallons
8) Butler Water Reclmation Facility (City of Peoria) 8660 N. 79th Avenue, Peoria, Arizona 85345	20,000 Gallons
9) Jomax Water Reclamation Facility (City of Peoria) 12483 W. Jomax Rd., Peoria, Arizona 85383	13,500 Gallons
~~10) Field Ops (City of Peoria) 8850 N. 79th Ave., Peoria, Arizona 85345~~	
11) Field Ops Water Production (City of Peoria) 8850 N. 79th Ave., Peoria, Arizona 85345	No bulk storage. Use 13 gallon containers and can store 10 at a time.
12) Quintero Water Treatment Plant (City of Peoria) 16194 Iron Age Drive, Peoria, Arizona 85373	No bulk storage. Use 30 gallon drums and keep 5 drums at a time.

Listed below are questions received and responses provided by City staff.

1. **Question:** Are bidder's allowed to specify separate pricing for different cities/agencies taking the same product? The reason we ask is that some requirements look to be a mix of full truckloads and mini-bulk loads and there is a significant difference in how we can deliver and price those requirements. We also have some reservations about delivering certain products to schools.
   Response: Refer to revised Exhibit A – Pricing and Compensation.

2. **Question:** On page 18 and 19, there are several delivery locations listed for the City of Peoria but no usage for the City of Peoria stated. There is also usage stated for the City of Glendale but no delivery locations stated. Is the 497,530 gals. for the City of Glendale, actually for the City of Peoria and if so, are there any requirements for Glendale?
Response: The requirements listed under Item 2 – Sodium Hypochlorite for the City of Glendale should be for the City of Peoria.

3. **Question:** Item #3 and #28 are both for ferrous chloride. The specifications listed for Queen Creek is listed as 32.9% liquid solution. Would Queen Creek accept a concentration range of +/- two percent?
Response: Yes. Item #28 has been removed. The Town of Queen Creek has included its requirements under Item #3. See change noted on page above.

4. **Question:** S-38 in The Standard Terms and Conditions section, it states that other entities within the state can co-op the use of this contract but nowhere does it allow the vendor to recover delivery expenses to another facility located outside the Phoenix Metro area. My question is do you want us to deliver to Sierra Vista for the same price we quote the City of Mesa with no recourse for freight charges?
Response: This has been addressed on the revised Exhibit A - Pricing and Compensation noted as Addendum 1.

5. **Question:** Technical Specifications on line item 1) Sodium Hydroxide and item 2) Sodium Hypochlorite. You list the delivery locations such as all the COM Water reclamation plants and in the same spec. you request delivery to much smaller locations eg. Ironwood and Cactus High Schools. There is a big difference between bulk truckload orders and the smaller LTL (less than truckload) orders you reference in your bid. It requires different equipment to service both sized accounts. My question is do you expect the vendor to honor their bulk pricing to LTL accounts?
Response: This has been addressed on the revised Exhibit A - Pricing and Compensation noted as Addendum 1.

6. **Question:** Under Milestones section #4 The city is requesting 3 year firm pricing on all products. Is this your requirement, no price increases for 3 years?
Response: This has been changed to one (1) year. See change noted above.

7. **Question:** Do we have to deliver to the City of Sierra Vista (400 miles round trip) at the same price we quote or bid regular sodium hypochlorite delivered in the valley area? Is there any way to charge additional mileage for this account?
Response: This has been addressed on the revised Exhibit A - Pricing and Compensation noted as Addendum 1.

8. **Question:** We are most concerned with the Sodium Hydroxide and Sodium Hypochlorite – we are our have serviced some of these agencies and know that some take full truckloads and some take mini-bulk loads. Again, we are also concerned with delivery Sodium Hydroxide to schools.
Response: This has been addressed on the revised Exhibit A - Pricing and Compensation noted as Addendum 1.

9. **Question:** There are two sized tanks, #1- A 25 ton tank (full truck load) and #2-(3) 5 ton tanks (less than full truck load). The problem is the price for full truck load and the price for a less than full truck load is significantly different. There's no way to differentiate the two on the bid. It would be to your advantage to make a clarification here. Otherwise we would have to bid it all at less than full truck load price.
Response: This has been addressed on the revised Exhibit A - Pricing and Compensation noted as Addendum 1.

Bidders shall indicate any and all exceptions taken to the provisions or specifications in the solicitation document. Exceptions that surface elsewhere and that do not also appear under the **EXCEPTIONS, CONFIDENTIAL & ADDITIONAL MATERIALS** section (IFB, Page 52) shall be considered invalid and void and of no contractual significance. **Any material exceptions taken to the City's Standard Terms and Conditions will render a Bid Non-responsive.**

All other terms and conditions remain unchanged. Respondents are reminded that sealed bids are due in the City of Mesa Purchasing Office no later than 3:00 p.m. MST on April 30, 2014.

In accordance with Section i.1, any questions received less than seven (7) calendar days prior to the due date may be answered at the discretion of the City.

Please contact myma.quihuis@mesaaz.gov or nicole.arnold@mesaaz.gov with any questions you may have regarding this addendum.

PLEASE NOTE: As of July 1, 2014, all vendors who are not registered in Vendor Self Service (VSS) will no longer receive solicitation notifications. To register, please go to: http://mesaaz.gov/vendorf "

C: Kelly Martin, City of Mesa Water Resources
Kim Clark, Town of Queen Creek
Jason Harris, Town of Gilbert
Mary Ortega, Peoria USD
Pam Bennett, City of Sierra Vista
Yvonne Volpe, Marana USD
Anthony Weathersby, City of Glendale
Christine Finney, City of Peoria

LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
THATCHER COMPANY OF ARIZONA

EXHIBIT B

Thatcher Company of Arizona – Pricing Sheets

Offerors shall complete Excel spreadsheet entitled "2014241 EXHIBIT A PRICING AND COMPENSATION", and provide all requested information.

Vendor Name Thatcher Company of Arizona Date: April 28, 2014

REVISED EXHIBIT A - PRICING AND COMPENSATION
IFB NO. 2014241

Pursuant to all the contract specifications enumerated and described in this solicitation, we agree to furnish Water/Wastewater Treatment and Pool Chemicals to the City of Mesa and listed agencies at the price(s) stated below.

Vendor Name: Thatcher Company of Arizona

Item #	Description	Unit Price	Estimated Annual Usage	Unit of Measure	Total Price
1	Sodium Hydroxide 25%, NaOH (Caustic Soda) (Mesa-186,000 gallons; Peoria USD #11-525 gallons; Gilbert-9,000 gallons)	$ 0.8635	195,525	gallon	$ 168,835.84
	Unit cost for Less than Truck Load Order	$0.8635			
	Full Truck Load (FTL) Minimum Order Quantity: NA				
	Less than Truck Load (LTL) Minimum Order Quantity: NA				
	Additional Delivery Fee for Locations outside the Phoenix Metropolitan Area as defined in Section S.31:	FTL: NA LTL: NA			
	Formula used to calculate dry weight from gallons/wet weight	($0.8635/10.66)/0.25=$0.324 per dry pound			
	Manufacturer:	Thatcher Company of Arizona			
	Product I.D.	0300040			
	Delivery ARO:	5 Days ARO			
2	Sodium Hypochlorite (Bleach), 12.5% NaOCl3 (Mesa-550,000 gallons; Sierra Vista-2,500 gallons; City of Peoria-497,530 gallons)	$ 0.8710	1,050,030	gallon	$ 914,576.13
	Unit cost for Less than Truck Load Order	$ 0.3710			
	Full Truck Load (FTL) Minimum Order Quantity: 4000 Gallons				
	Less than Truck Load (LTL) Minimum Order Quantity: 700 Gallons				
	Additional Delivery Fee for Locations outside the Phoenix Metropolitan Area as defined in Section S.31:	FTL: $ 1,233.00 LTL: $ 1,233.00			
	Manufacturer:	Thatcher Company of Nevada, Inc			
	Product I.D.	2000101			
	Delivery ARO:	5 Days ARO			
3	Ferrous Chloride, Liquid 27%-35%, FeCl2 (Mesa-1,500 tons; Gilbert-345 tons; Queen Creek- 110 tons)	No Bid	1,955	anhydrous ton	#VALUE!
	Unit cost for Less than Truck Load Order				
	Full Truck Load (FTL) Minimum Order Quantity: _____Tons				
	Less than Truck Load (LTL) Minimum Order Quantity: _____Tons				
	Additional Delivery Fee for Locations outside the Phoenix Metropolitan Area as defined in Section S.31:	FTL: $ LTL: $			
	Formula used to calculate dry weight from gallons/wet weight				
	Manufacturer:				
	Product I.D.				
	Delivery ARO:				
4	Aluminum Sulfate, Liquid 48% (Mesa-1,300 dry tons; City of Peoria-700 dry tons)	$ 202.04	2,000	dry ton	$ 404,080.00
	Unit cost for Less than Truck Load Order	$ 202.04			
	Full Truck Load (FTL) Minimum Order Quantity: NA				
	Less than Truck Load (LTL) Minimum Order Quantity: NA				
	Additional Delivery Fee for Locations outside the Phoenix Metropolitan Area as defined in Section S.31:	FTL: NA LTL: NA			
	Formula used to calculate dry weight from gallons/wet weight	$98.64 per wet ton / 0.48824 = $202.04			
	Manufacturer:	Thatcher Company of Arizona			
	Product I.D.	0100850			
	Delivery ARO:	3 Days ARO			

REVISED EXHIBIT A - PRICING AND COMPENSATION
IFB NO. 2014241

Vendor Name: Thatcher Company of Arizona

Item #	Description	Unit Price	Estimated Annual Usage	Unit of Measure	Total Price
5	Powdered Activated Carbon, PAC, Solid, 100%	$ 0.7990	520,000	dry pound	$ 415,480.00
	Unit cost for Less than Truck Load Order	$ 0.7990			
	Full Truck Load (FTL) Minimum Order Quantity: NA				
	Less than Truck Load (LTL) Minimum Order Quantity: NA				
	Additional Delivery Fee for Locations outside the Phoenix Metropolitan Area as defined in Section S.31:	FTL: NA			
		LTL: NA			
	Delivered Packaging Size				
	From the dose response curve.				
	Pounds of PAC to remove 80% of MIB in low dosages				
	Pounds of PAC to remove 80% of Geosmin in low dosages				
	Manufacturer:	Biogenic Reagents			
	Product I.D.:	TBD			
	Delivery ARO:	7 Days ARO			
6	Sodium Chlorite, Liquid, 25% NaOCl2	No Bid	310	wet ton	#VALUE!
	Unit cost for Less than Truck Load Order				
	Full Truck Load (FTL) Minimum Order Quantity: _____Wet Tons				
	Less than Truck Load (LTL) Minimum Order Quantity: _____Wet Tons				
	Additional Delivery Fee for Locations outside the Phoenix Metropolitan Area as defined in Section S.31:	FTL: $			
		LTL: $			
	Conversion formula to calculate wet ton from gallon				
	Manufacturer:				
	Product I.D.				
	Delivery ARO				
7	Chlorine, Liquid 100% (1 ton container) (Mesa-270 tons; Gilbert-96 tons; City of Glendale-155 tons)	$ 539.00	521	ton	$ 280,819.00
	Unit cost for Less than Truck Load Order	$ 539.00			
	Full Truck Load (FTL) Minimum Order Quantity: NA				
	Less than Truck Load (LTL) Minimum Order Quantity: NA				
	Additional Delivery Fee for Locations outside the Phoenix Metropolitan Area as defined in Section S.31:	FTL: NA			
		LTL: NA			
	container/pallet deposit, if any (refunded upon return)	2500.00			
	# of days free use	60.00			
	Charge per day after free use:	2.75			
	Lost Cylinder Charge:	2500.00			
	Cylinder considered lost after how long?	1 year			
	Valve damage beyond repair	100.00			
	Lost Cap:				
	Manufacturer:	Thatcher Company			
	Product I.D.	0312251			
	Delivery ARO:	3 Days ARO			

REVISED EXHIBIT A - PRICING AND COMPENSATION
IFB NO. 2014241

Vendor Name: Thatcher Company of Arizona

Item #	Description	Unit Price	Estimated Annual Usage	Unit of Measure	Total Price
8	HydroFluorosilicic Acid (HFS/FSA), 24.5%	$ 2,420.30	40	dry ton	$ 96,812.00
	Unit cost for Less than Truck Load Order	$ 2,420.30			
	Full Truck Load (FTL) Minimum Order Quantity: NA				
	Less than Truck Load (LTL) Minimum Order Quantity: NA				
	Additional Delivery Fee for Locations outside the Phoenix Metropolitan Area as defined in Section S.31:	FTL: NA LTL: NA			
	Formula used to calculate dry weight from gallons/wet weight	$556.67 per wet ton / 0.23 = $2,420.30 per ton on 100% basis			
	Manufacturer:	Mosaic			
	Product I.D.	0800712			
	Delivery ARO:	5 Days ARO			
9	Cationic Polymer, Liquid - CLARIFLOC C-308P or approved equal	No Bid	180,000	lbs NEAT	#VALUE!
	Unit cost for Less than Truck Load Order				
	Full Truck Load (FTL) Minimum Order Quantity: _____lbs NEAT				
	Less than Truck Load (LTL) Minimum Order Quantity: _____lbs NEAT				
	Additional Delivery Fee for Locations outside the Phoenix Metropolitan Area as defined in Section S.31:	FTL: $ LTL: $			
	Product Name:				
	Manufacturer:				
	Product I.D.				
	Delivery ARO:				
10	Cationic Polymer, Liquid - CLARIFLOC 6215 or approved equal	No Bid	8,000	lbs NEAT	#VALUE!
	Unit cost for Less than Truck Load Order				
	Full Truck Load (FTL) Minimum Order Quantity: _____lbs NEAT				
	Less than Truck Load (LTL) Minimum Order Quantity: _____lbs NEAT				
	Additional Delivery Fee for Locations outside the Phoenix Metropolitan Area as defined in Section S.31:	FTL: $ LTL: $			
	container/pallet deposit, if any (refunded upon return)				
	Product Name:				
	Manufacturer:				
	Product I.D.				
	Delivery ARO:				
11	Sodium Bisulfite, 40% NaHSO3 (Mesa-4,100 gallons; City of Glendale-15,400 gallons)	$ 1.63	19,500	gallon	$ 31,785.00
	Unit cost for Less than Truck Load Order	$ 1.63			
	Full Truck Load (FTL) Minimum Order Quantity: NA				
	Less than Truck Load (LTL) Minimum Order Quantity: NA				
	Additional Delivery Fee for Locations outside the Phoenix Metropolitan Area as defined in Section S.31:	FTL: NA LTL: NA			
	container/pallet deposit, if any (refunded upon return)	$10.00 per pallet, $40.00 deposit per drum, $10 washout fee, non-refundable			
	Manufacturer:	Thatcher Company			
	Product I.D	1900302			
	Delivery ARO:	5 Days ARO			

REVISED EXHIBIT A - PRICING AND COMPENSATION
IFB NO. 2014241

Vendor Name: Thatcher Company of Arizona

Item #	Description	Unit Price	Estimated Annual Usage	Unit of Measure	Total Price
12	Calcium Nitrate (Aqueous Solution)	$ 3.34	3,500	gallon	$ 11,690.00
	Unit cost for Less than Truck Load Order	$ 3.34			
	Full Truck Load (FTL) Minimum Order Quantity: NA				
	Less than Truck Load (LTL) Minimum Order Quantity: NA				
	Additional Delivery Fee for Locations outside the Phoenix Metropolitan Area as defined in Section S.31:	FTL: NA LTL: NA			
	Manufacturer:	Thatcher Company			
	Product I.D.	0301289			
	Delivery ARO:	5 Days ARO			
13	Hydrochloric Acid 31-35%, Solution - Bulk Totes 300 - 400 Gallon (Mesa-3,000 gallons; Mohave County-1,200 gallons; City of Peoria-1,293 gallons)	$ 1.81	5,493	gallon	$ 9,942.33
	Unit cost for Less than Truck Load Order	$ 1.81			
	Full Truck Load (FTL) Minimum Order Quantity: NA				
	Less than Truck Load (LTL) Minimum Order Quantity: 275 Gallons				
	Additional Delivery Fee for Locations outside the Phoenix Metropolitan Area as defined in Section S.31:	FTL: NA LTL: $243.79			
	container/pallet deposit, if any (refunded upon return)	$250 deposite. $10 washout fee, non-refundable			
	Manufacturer:	Thatcher Company			
	Product I.D.	0800508			
	Delivery ARO:	5 Days ARO			
14	Hydrochloric Acid 31-35%, 500# Drum (Mesa-3,000 lbs; Marana USD-1,500 lbs)	$ 0.2214	4,500	pound	$ 996.30
	Unit cost for Less than Truck Load Order	$ 0.2214			
	Full Truck Load (FTL) Minimum Order Quantity: NA				
	Less than Truck Load (LTL) Minimum Order Quantity: 1500 lbs.				
	Additional Delivery Fee for Locations outside the Phoenix Metropolitan Area as defined in Section S.31:	FTL: NA LTL: $261.53			
	container/pallet deposit, if any (refunded upon return)	$10 per pallet, $40 per drum, $10 washout fee, non-refundable			
	Manufacturer:	Thatcher Company			
	Product I.D.	0800503			
	Delivery ARO:	5 Days ARO			

REVISED EXHIBIT A - PRICING AND COMPENSATION
IFB NO. 2014241

Vendor Name: Thatcher Company of Arizona

Item #	Description	Unit Price	Estimated Annual Usage	Unit of Measure	Total Price
15	Salt, Course Crystal, Solar Dried (Blown in)	No Bid	130	ton	#VALUE!
	Unit cost for Less than Truck Load Order				
	Full Truck Load (FTL) Minimum Order Quantity: _____Tons				
	Less than Truck Load (LTL) Minimum Order Quantity: _____Tons				
	Additional Delivery Fee for Locations outside the Phoenix Metropolitan Area as defined in Section S.31:	FTL: $			
		LTL: $			
	Manufacturer:				
	Product I.D:				
	Delivery ARO:				
16	Salt, Course Bagged (50# Bag)	No Bid	1,675	each	#VALUE!
	Unit cost for Less than Truck Load Order				
	Full Truck Load (FTL) Minimum Order Quantity: _____Each				
	Less than Truck Load (LTL) Minimum Order Quantity: _____Each				
	Additional Delivery Fee for Locations outside the Phoenix Metropolitan Area as defined in Section S.31:	FTL: $			
		LTL: $			
	container/pallet deposit, if any (refunded upon return)				
	Manufacturer:				
	Product I.D:				
	Delivery ARO:				
17	Sodium Hydroxide 50%, Liquid (Caustic Soda), (700# Drum)	$ 0.2397	35,000	pound	$ 8,389.50
	Unit cost for Less than Truck Load Order	$ 0.2397			
	Full Truck Load (FTL) Minimum Order Quantity: NA				
	Less than Truck Load (LTL) Minimum Order Quantity: NA				
	Additional Delivery Fee for Locations outside the Phoenix Metropolitan Area as defined in Section S.31:	FTL: NA			
		LTL: NA			
	container/pallet deposit, if any (refunded upon return)	$10 per pallet, $40 per drum, $10 washout fee, non-refundable			
	Manufacturer:	Thatcher Company of Arizona			
	Product I.D.	0300071			
	Delivery ARO:	5 Days ARO			

REVISED EXHIBIT A - PRICING AND COMPENSATION
IFB NO. 2014241

Vendor Name: Thatcher Company of Arizona

Item #	Description	Unit Price	Estimated Annual Usage	Unit of Measure	Total Price
18	**Chlorine, Liquid (95# Cylinders)**	$ 60.80	140	each	$ 8,512.00
	Unit cost for Less than Truck Load Order	$ 60.80			
	Full Truck Load (FTL) Minimum Order Quantity: NA				
	Less than Truck Load (LTL) Minimum Order Quantity: NA				
	Additional Delivery Fee for Locations outside the Phoenix Metropolitan Area as defined in Section S.31:	**FTL:** NA **LTL:** NA			
	container/pallet deposit, if any (refunded upon return)	$225.00 each.			
	# of days free use	60.00			
	Charge per day after free use:	$0.30 per day.			
	Lost Cylinder Charge:	$225.00			
	Cylinder considered lost after how long?	1 year			
	Valve damage beyond repair:	$100.00			
	Lost Cap:				
	Manufacturer:	Thatcher Company			
	Product I.D.	0302255			
	Delivery ARO:	5 Days ARO			
19	**Chlorine, Liquid (150# Cylinders) (Mesa-670 each; Peoria USD #11-60 each; City of Glendale-420 each, City of Peoria-411 each)**	$ 74.25	1,581	each	$ 115,904.25
	Unit cost for Less than Truck Load Order	$ 74.25			
	Full Truck Load (FTL) Minimum Order Quantity:NA				
	Less than Truck Load (LTL) Minimum Order Quantity: NA				
	Additional Delivery Fee for Locations outside the Phoenix Metropolitan Area as defined in Section S.31:	**FTL:** NA **LTL:** NA			
	container/pallet deposit, if any (refunded upon return)	$225.00 each.			
	# of days free use	60.00			
	Charge per day after free use:	$0.30 per day.			
	Lost Cylinder Charge:	$225.00			
	Cylinder considered lost after how long?	1 year			
	Valve damage beyond repair:	$100.00			
	Lost Cap:				
	Manufacturer:	Thatcher Company			
	Product I.D.	302252			
	Delivery ARO:	5 Days ARO			

REVISED EXHIBIT A - PRICING AND COMPENSATION
IFB NO. 2014241

Vendor Name: Thatcher Company of Arizona

Item #	Description	Unit Price	Estimated Annual Usage	Unit of Measure	Total Price
20	Sodium Bicarbonate 99% (50# bag) (Mesa-3,430 bags; Sierra Vista-20 bags; Marana USD-18 bags; Peoria USD #11-294 bags)	$ 13.43	3,762	each	$ 50,523.66
	Unit cost for Less than Truck Load Order	$ 13.43			
	Full Truck Load (FTL) Minimum Order Quantity: NA				
	Less than Truck Load (LTL) Minimum Order Quantity: 20 Each				
	Additional Delivery Fee for Locations outside the Phoenix Metropolitan Area as defined in Section S.31:	FTL: $NA LTL: $137.80			
	container/pallet deposit, if any (refunded upon return)	$10 pallet deposit			
	Manufacturer:	FMC			
	Product I.D.	1900152			
	Delivery ARO:	5 Days ARO			
21	Bromine Tabs 96% (50# pail)	No Bid	30	each	#VALUE!
	Unit cost for Less than Truck Load Order				
	Full Truck Load (FTL) Minimum Order Quantity: _____Each				
	Less than Truck Load (LTL) Minimum Order Quantity: _____Each				
	Additional Delivery Fee for Locations outside the Phoenix Metropolitan Area as defined in Section S.31:	FTL: $ LTL: $			
	container/pallet deposit, if any (refunded upon return)				
	Product I.D.				
	Delivery ARO:				
22	Sodium Bisulfate 91-94%, Anhydrous (Dry Acid) (50# bag)	$ 35.20	240	each	$ 8,448.00
	Unit cost for Less than Truck Load Order	$ 35.20			
	Full Truck Load (FTL) Minimum Order Quantity: NA				
	Less than Truck Load (LTL) Minimum Order Quantity: NA				
	Additional Delivery Fee for Locations outside the Phoenix Metropolitan Area as defined in Section S.31:	FTL: NA LTL: NA			
	container/pallet deposit, if any (refunded upon return)	$10 pallet deposit			
	Manufacturer:	Jones Hamilton			
	Product I.D	1900353			
	Delivery ARO:	5 Days ARO			
23	Potassium Mono Persulfate 86-96% (Non-Chlorine Shock) (50# bag)	No Bid	200	each	#VALUE!
	Unit cost for Less than Truck Load Order				
	Full Truck Load (FTL) Minimum Order Quantity: _____Each				
	Less than Truck Load (LTL) Minimum Order Quantity: _____Each				
	Additional Delivery Fee for Locations outside the Phoenix Metropolitan Area as defined in Section S.31:	FTL: $ LTL: $			
	container/pallet deposit, if any (refunded upon return)				
	Manufacturer:				
	Product I.D.				
	Delivery ARO:				

Addendum No. 1, 4/24/14
8

REVISED EXHIBIT A - PRICING AND COMPENSATION
IFB NO. 2014241

Vendor Name: Thatcher Company of Arizona

Item #	Description	Unit Price	Estimated Annual Usage	Unit of Measure	Total Price
24	Sodium Thiosulfate (Chlor Out) (25# pail)	No Bid	48	each	#VALUE!
	Unit cost for Less than Truck Load Order				
	Full Truck Load (FTL) Minimum Order Quantity: _____Each				
	Less than Truck Load (LTL) Minimum Order Quantity: _____Each				
	Additional Delivery Fee for Locations outside the Phoenix Metropolitan Area as defined in Section S.31:	FTL: $			
		LTL: $			
	container/pallet deposit, if any (refunded upon return)				
	Manufacturer:				
	Product I.D.				
	Delivery ARO:				
25	Sodium Hypochlorite 13% (Bleach), (15 gallon drum) (Mesa-100 drums; Marana-186 drums) *Thatcher Company Sodium Hypochlorite is 12.5%	$ 49.65	286	each	$ 14,199.90
	Unit cost for Less than Truck Load Order	$ 49.65			
	Full Truck Load (FTL) Minimum Order Quantity: NA				
	Less than Truck Load (LTL) Minimum Order Quantity: 4 Each				
	Additional Delivery Fee for Locations outside the Phoenix Metropolitan Area as defined in Section S.31:	FTL: $NA			
		LTL: $ 261.34			
	container/pallet deposit, if any (refunded upon return)	$10 pallet deposit			
	Manufacturer:	Thatcher Company			
	Product I.D.	2000104			
	Delivery ARO:	5 Days ARO			
26	Hydrochloric Acid 31% (Muriatic Acid) (1 gallon bottle x 4/case) (Mesa-200 gallons; Sierra Vista-2,000 gallons; Marana USD-500 gallons)	$ 8.6645	2,700	gallon	$ 23,394.15
	Unit cost for Less than Truck Load Order	$ 8.6645			
	Full Truck Load (FTL) Minimum Order Quantity: NA				
	Less than Truck Load (LTL) Minimum Order Quantity: 16 Gallons				
	Additional Delivery Fee for Locations outside the Phoenix Metropolitan Area as defined in Section S.31:	FTL: NA			
		LTL: $108.53			
	container/pallet deposit, if any (refunded upon return)	$10 pallet deposit			
	Manufacturer:	Thatcher Company			
	Product I.D.	8250524			
	Delivery ARO:	5 Days ARO			

REVISED EXHIBIT A - PRICING AND COMPENSATION
IFB NO. 2014241

Vendor Name: Thatcher Company of Arizona

Item #	Description	Unit Price	Estimated Annual Usage	Unit of Measure	Total Price
27	Reagents, Taylor Technologies Inc. Replacement (3/4 oz. bottle/each) - No Substitutes				
	A DPD Solution #1 / R-0001-A -3/4 Oz	No Bid	500	each	#VALUE!
	Unit cost for Less than Truck Load Order (A)				
	B DPD Solution #2 / R-0002-A -3/4 Oz	No Bid	500	each	#VALUE!
	Unit cost for Less than Truck Load Order (B)				
	C pH Indicator #4 / R-0004-A - 3/4 Oz	No Bid	500	each	#VALUE!
	Unit cost for Less than Truck Load Order (C)				
	D Thiosulfate #7 / R-0007-A - 3/4 Oz	No Bid	500	each	#VALUE!
	Unit cost for Less than Truck Load Order (D)				
	E Total Alkalinity #8 / R-0008-A - 3/4 Oz	No Bid	500	each	#VALUE!
	Unit cost for Less than Truck Load Order (E)				
	F Sulfuric Acid #9 / R-0009-A - 3/4 Oz	No Bid	500	each	#VALUE!
	Unit cost for Less than Truck Load Order (F)				
	G Calcium Buffer #10 / R-0010-A - 3/4 Oz	No Bid	500	each	#VALUE!
	Unit cost for Less than Truck Load Order (G)				
	H Calcium Indicator #11 / R-0011L-A - 3/4 Oz	No Bid	500	each	#VALUE!
	Unit cost for Less than Truck Load Order (H)				
	I Hardness Reagent #12 / R0012-A - 3/4 Oz	No Bid	500	each	#VALUE!
	Unit cost for Less than Truck Load Order (I)				
	Full Truck Load (FTL) Minimum Order Quantity: _____Each				
	Less than Truck Load (LTL) Minimum Order Quantity: _____Each				
	Additional Delivery Fee for Locations outside the Phoenix Metropoliten Area as defined in Section S.31:	FTL: $			
		LTL: $			
	container/pallet deposit, if any (refunded upon return)				
	Manufacturer:	Taylor Technologies Inc (no substitutes)		27 A - I Total	#VALUE!
	Delivery ARO:				
28	INTENTIONALLY LEFT BLANK - REMOVED PER ADDENDUM #1				
29	1" Trichlor Tablets (Delivery: 55 pound pail) (Queen Creek-25,000 lbs; Marana USD-330 lbs)	No Bid	25,330	pound	#VALUE!
	Unit cost for Less than Truck Load Order				
	Full Truck Load (FTL) Minimum Order Quantity: _____Pounds				
	Less than Truck Load (LTL) Minimum Order Quantity: _____Pounds				
	Additional Delivery Fee for Locations outside the Phoenix Metropolitan Area as defined in Section S.31:	FTL: $			
		LTL: $			
	container/pallet deposit, if any (refunded upon return)				
	Manufacturer:				
	Product I.D.				
	Delivery ARO:				
30	Sodium Hydroxide (Caustic Soda), 50% (Delivery: Bulk) (Peoria USD #11)	3.68	625	gallon	2,300
	Formula used to calculate dry weight from gallons/wet weight	($3.68 per gallon/12.76)*0.5 = $0.1442 per dry pound			
	Unit cost for Less than Truck Load Order	$ 3.68			
	Full Truck Load (FTL) Minimum Order Quantity: NA				
	Less than Truck Load (LTL) Minimum Order Quantity: NA				
	Additional Delivery Fee for Locations outside the Phoenix Metropolitan Area as defined in Section S.31:	FTL: NA			
		LTL: NA			
	Manufacturer:	Thatcher Company			
	Product I.D.	0300073			
	Delivery ARO:	5 Days ARO			

REVISED EXHIBIT A - PRICING AND COMPENSATION
IFB NO. 2014241

Vendor Name: Thatcher Company of Arizona

Item #	Description	Unit Price	Estimated Annual Usage	Unit of Measure	Total Price
31	Anionic Polymer, Liquid: Clarifloc A-210P or approved equal (Town of Gilbert)	No Bid	11,500	lbs NEAT	#VALUE!
	Unit cost for Less than Truck Load Order				
	Full Truck Load (FTL) Minimum Order Quantity: _____lbs NEAT				
	Less than Truck Load (LTL) Minimum Order Quantity: _____lbs NEAT				
	Additional Delivery Fee for Locations outside the Phoenix Metropolitan Area as defined in Section S.31:	FTL: $			
		LTL: $			
	Product Name:				
	Manufacturer:				
	Product I.D.:				
	Delivery ARO:				

BIDDERS TO SUBMIT COPIES OF MSDS SHEETS FOR EACH CHEMICAL OFFERED.

The City will add any applicable sales tax or use tax. Sales/Use taxes should not be included in the bid prices. Vendors who will be charging a Mesa Transaction Privilege Tax (TPT) will have a 1.75% removed from the taxable item(s) for the purpose of award evaluation (I.25) with the exception of items 1 - 14 which are exempt from taxes.

The City will add any applicable sales tax or use tax. Sales/Uses taxes should not be included in the bid prices.

FOB. Destination, Freight Prepaid and Allowed
Freight Costs: Unit prices are to include all Shipping and Transportation Costs within the Phoenix Metropolitan Area (50 mile radius of Downtown Phoenix Zip Code 85003) per S.31.

No fuel surcharges will be accepted.

Payment terms (not less than net 30 days): _0% Net 30 days from date of shipment.
Prompt Payment Discount of 0% if invoices are paid within 30 days of receipt.

Does Bidder agree to honor the prices, terms and conditions to other agencies as specified in section S.38?
__X__ Yes _____ No (A "no" answer will not disqualify your bid.)

Will you allow payment of invoices using a Procurement Card? ____ Yes X No
Discount for Procurement Card Purchases? N/A

Bidder complies with S.9 "Compliance With Applicable Law"? __X__ Yes _____ No

ADDENDA

Bidders are responsible for verifying receipt of any addenda issued by checking the City's website atwww.mesaaz.gov/purchasing prior to the bid opening (see I.2). Failure to acknowledge any addenda issued may result in a response being deemed non-responsive.

Acknowledgement of Receipt of Addenda (initial for each addenda received, if applicable):

Addenda #1: MKT
Addenda #2 _____

Line Item #	Description of Chemical	Minimum Order Size	Bid Price per order size	Low Bidder by price/size	Manufacturer	Prod ID	Delivery ARO
1	Sodium Hydroxide 25%, NaOH (Caustic Soda)	500 gallons	$ 0.85	BRENNTAG PACIFIC	Brenntag Global	66793	3-5 days
		no min	$ 0.8635	THATCHER COMPANY OF ARIZONA	THATCHER COMPANY OF AZ	300040.00	5 DAYS ARO
2	Sodium Hypochlorite (Bleach), 12.5% NaOCl3	4,000 gallons	$ 0.73	DPC ENTERPRISES L.P.	DPC ENTERPRISES	DIXIMAX 12.5%	2-3 DAYS
		400 gallons	$ 0.85	HILL BROTHERS CHEMICAL	HILL BROTHERS CHEMICAL	17000MO	2 DAYS
3	Ferrous Chloride, Liquid 27%-35%, FeCl2	8 dry tons	$ 539.00	KEMIRA WATER SOLUTIONS INC	KEMIRA	KEMIRA PIX-411	3 days
4	Aluminum Sulfate, Liquid 48%	23 tons	$ 198.37	CHEMTRADE CHEMICALS US LLC	CHEMTRADE CHEMICALS US LLC	LIQUID ALUMINUM SULFATE	1-2 days
		no min	$ 202.04	THATCHER COMPANY OF ARIZONA	Thatcher Companies	100850	3 days
5	Powdered Activated Carbon, PAC, Solid, 100%	40,000 dry lbs	$ 0.647	STANDARD PURIFICATION	ADA CARBON SOLUTIONS	WATERCARB L/O	5-7 DAYS
6	Sodium Chlorite, Liquid, 25% NaOCl2	22 wet tons	$ 1,038.00	EVOQUA WATER TECHNOLOGIES	OCCIDENTAL CHEMICAL CORPORATION	AKTAKLOR 25	3-5 DAYS
7	Chlorine, Liquid 100% (1 ton container)	1 ton	$ 514.00	DPC ENTERPRISES L.P.	CANEXUS CORPORATION	CHLORINE #138010	2-3 DAYS
8	HydroFluorosilicic Acid (HFS/FSA), 24.5%	no min	$ 2,420.30	THATCHER COMPANY OF ARIZONA	MOSAIC	0800712	5 DAYS ARO
9	Cationic Polymer, Liquid - CLARIFLOC C-308P	40,000 lbs neat	$ 0.357	POLYDYNE INC	POLYDYNE INC	CLARIFLOC C-308P	3-7 DAYS ARO
		25,000 lbs neat	$ 0.410	POLYDYNE INC	POLYDYNE INC	CLARIFLOC C-308P	3-7 DAYS ARO
10	Cationic Polymer, Liquid - CLARIFLOC 6215	40,000 lbs neat OR 2,300 lb tote	$ 1.220	POLYDYNE INC	POLYDYNE INC	CLARIFLOC C-6215	3-7 DAYS ARO
11	Sodium Bisulfite, 40% NaHSO3	300 gallons	$ 1.53	THATCHER COMPANY OF ARIZONA	THATCHER COMPANY	1900302	5 DAYS ARO
12	Calcium Nitrate (Aqueous Solution)	500 gallons	$ 2.58	EVOQUA WATER TECHNOLOGIES	YARA	BIOXIDE	3-5 DAYS
13	Hydrochloric Acid 31-35%, Solution - Bulk Totes	1 tote	$ 1.59	BRENNTAG PACIFIC	REAGENT	744674	3-5 DAYS
14	Hydrochloric Acid 31-35%, 500# Drum	1 drum	$ 0.19	HILL BROTHERS CHEMICAL	REAGENT	CM15000LO	1-2 DAYS
15	Salt, Course Crystal, Solar Dried (Blown in)	25 tons	$ 121.80	SALT WORKS	MORTON SALT	WHITE SOLAR SALT	AS CONTRACTED
		5 tons	$ 280.00	SALT WORKS	MORTON SALT	WHITE SOLAR SALT	AS CONTRACTED
16	Salt, Course Bagged (50# Bag)	1 bag	$ 5.09	A&M CORSONS AQUA VALUE	MORTON SALT	01.1507	4 DAYS
17	Sodium Hydroxide 50%, Liquid (Caustic Soda), (700# Drum)	1 drum	$ 0.225	HILL BROTHERS CHEMICAL	FORMOSA	CC12000LO	1-2 DAYS
18	Chlorine, Liquid (95# Cylinders)	1 cylinder	$ 60.80	THATCHER COMPANY OF ARIZONA	THATCHER COMPANY	0302255	5 DAYS ARO
19	Chlorine, Liquid (150# Cylinders)	2 cylinders	$ 68.88	DPC ENTERPRISES L.P.	CANEXUS CORPORATION	CHLORINE 138004	2-3 DAYS
20	Sodium Bicarbonate 99% (50# bag)	49 bags	$ 11.50	BRENNTAG PACIFIC	FMC	130051.00	5-7 DAYS
		10 bags	$ 13.95	LESLIE'S POOLMART	LPM	81294.00	1-7 DAYS
21	Bromine Tabs 96% (50# pail)	1 pail	$ 121.95	LESLIE'S POOLMART	LPM	14158	1-2 DAYS
22	Sodium Bisulfate 91-94%, Anhydrous (Dry Acid) (50# bag)	1 bag	$ 24.99	A&M CORSONS AQUA VALUE	OREQ	01-2063	7 DAYS
23	Potassium Mono Persulfate 86-96% (Non-Chlorine Shock) (50# bag)	1 bag	$ 59.95	LESLIE'S POOLMART	LPM	14547	1-2 DAYS

24	Sodium Thiosulfate (Chlor Out) (25# pail)		1 pail	$ 26.95	LESLIE'S POOLMART	LPM	14256	1-2 days
25	Sodium Hypochlorite 13% (Bleach). (15 gallon drum)		no min	$ 24.18	HILL BROTHERS CHEMICAL	HILL BROTHERS CHEMICAL	CC17000UO	1-2 DAYS
26	Hydrochloric Acid / Hydrogen Chloride 31% (Muriatic Acid) (1 gallon bottle x 4/case)		144 gallons	$ 3.25	H2OLOGY	HASA	668874	
			16 gallons	$ 8.66	THATCHER COMPANY OF ARIZONA	Thatcher Company	8250524	5 DAYS ARO
27	Reagents, Taylor Technologies Inc. Replacement (3/4 oz. bottle/each)				LESLIE'S POOLMART			
	A	DPD Solution #1 / R-0001-A -3/4 Oz	1 box	$ 1.94		Taylor Technologies Inc	R-0001-A	1-2 DAYS
	B	DPD Solution #2 / R-0002-A -3/4 Oz	1 box	$ 1.94		Taylor Technologies Inc	R-0002-A	1-2 DAYS
	C	pH Indicator #4 / R-0004-A - 3/4 Oz	1 box	$ 1.69		Taylor Technologies Inc	R-0004-A	1-2 DAYS
	D	Thiosulfate #7 / R-0007-A - 3/4 Oz	1 box	$ 1.69		Taylor Technologies Inc	R-0007-A	1-2 DAYS
	E	Total Alkalinity #8 / R-0008-A - 3/4 Oz	1 box	$ 1.69		Taylor Technologies Inc	R-0008-A	1-2 DAYS
	F	Sulfuric Acid #9 / R-0009-A - 3/4 Oz	1 box	$ 1.69		Taylor Technologies Inc	R-0009-A	1-2 DAYS
	G	Calcium Buffer #10 / R-0010-A - 3/4 Oz	1 box	$ 1.99		Taylor Technologies Inc	R-0010-A	1-2 DAYS
	H	Calcium Indicator #11 / R-0011L-A - 3/4 Oz	1 box	$ 3.28		Taylor Technologies Inc	R-0011L-A	1-2 DAYS
	I	Hardness Reagent #12 / R0012-A - 3/4 Oz	1 box	$ 1.99		Taylor Technologies Inc	R0012-A	1-2 DAYS
28	INTENTIONALLY LEFT BLANK - REMOVED PER ADDENDUM #1							
29	1" Trichlor Tablets (Delivery: 55 pound pail)		10,560 lbs	$ 2.18	ALLCHEM PERFORMANCE PRODUCTS	ALLCHEM PERFORMANCE PRODUCTS	HORIZON 90PT (55 LB PAILS)	
30	Sodium Hydroxide (Caustic Soda), 50% (Delivery: Bulk)		no min	$ 3.25	HILL BROTHERS CHEMICAL	CONNEXUS	CC12000GO	1-2 DAYS
31	Anionic Polymer, Liquid: Clarifloc A-210P		40,000 lbs bulk OR 2,300 lb tote	$ 1.05	POLYDYNE INC	POLYDYNE INC	CLARIFLOC A-210P	3-7 DAYS ARO

File #: 15-425, **Version:** 1

AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT WITH J.R. FILANC CONSTRUCTION COMPANY, INC., AND APPROVE THE EXPENDITURE OF FUNDS FOR THE REPLACEMENT OF A SURGE TANK AT THE HILLCREST RANCH BOOSTER STATION

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

Purpose and Recommended Action

This is a request for City Council to authorize the Acting City Manager to enter into a linking agreement with J.R. Filanc Construction Company, Inc. for design and construction services and approve expenditure of funds for all phases in an amount not to exceed $220,000 for the replacement of a surge tank at the Hillcrest Ranch Booster Station. This cooperative purchase is available through an agreement between the City of Peoria and J.R. Filanc Construction Company, Inc., contract ACON18513, and is effective through April 11, 2016.

Background

The City's water distribution system is an array of waterlines, valves, fire hydrants and pump stations and is configured into four (4) pressure zones to maximize delivery service to our customers. Zone 3 is the primary service area for Pyramid Peak Water Treatment Plant (PPWTP).

The Hillcrest Ranch Booster Pump Station (HRBPS) near the intersection of 67th Avenue and Deer Valley Road serves to pump water from Zone 2 to Zone 3 in the event the Pyramid Peak Water Treatment Plant is off line or at a reduced capacity. This project will replace an existing surge tank and provide other miscellaneous improvements to HRBS in order to provide reliable redundancy of service in the area.

The ability to pump water through HRBS will be enhanced by the construction of a new waterline currently underway at the intersection of Deer Valley Road and 67th Avenue.

Analysis

Cooperative purchasing allows counties, municipalities, schools, colleges, and universities in Arizona to use a contract that has been competitively procured by another governmental entity or purchasing cooperative. Such purchasing helps reduce the cost of procurement, allows access to a multitude of competitively bid contracts, and provides the opportunity to take advantage of volume pricing. The Glendale City code authorizes cooperative purchases when the solicitation process utilized complies with the intent of Glendale's procurement processes. The cooperative purchase is compliant with Chapter 2, article V, Division 2, Section 2-149 of the Glendale City Code, per review by Materials Management.

On April 12, 2013, the City of Peoria, Arizona entered into a Job Order Contract (JOC) for Water and Wastewater Treatment Facilities projects (ACON18513). ACON18513 permits its cooperative use by other

governmental agencies. The City of Glendale's Materials Management and the City's Attorney's office have reviewed and approved the utilization of the agreement from the City of Peoria for the defined services, and concur the cooperative purchase is in the best interest of the City.

This action will authorize the City Manager to enter into a linking agreement with J.R. Filanc Construction Company, Inc. for the design and construction services and approve expenditure of funds for all phases in an amount not to exceed $220,000 for the replacement of a surge tank at the Hillcrest Ranch Booster Station (HRBS).

Previous Related Council Action

On January 13, 2015, Council approved a Construction Manager at Risk (CMAR) with Achen-Gardner Construction, LLC. for the construction phase of the Zone 3 water line improvements near Deer Valley Road and 67th Avenue.

On April 22, 2014, Council approved a Professional Services Agreement with Wilson Engineers, LLC, to provide design and construction administration services for waterline improvements located near Deer Valley Road and 67th Avenue.

Community Benefit/Public Involvement

The ability of moving potable water from the lower areas of the City to higher pressure zones ensures continuous service to these areas. This will maintain quality of life and add to the safety and security of Glendale's citizens.

Budget and Financial Impacts

Funding is available in the Water Services FY2014-15 capital budget. Total expenditure is not to exceed $220,000.

Cost	Fund-Department-Account
$220,000	**2400-61049-551200, Zone 3 Water Supply Improvements**

Capital Expense? Yes

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?

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LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
J.R. FILANC CONSTRUCTION COMPANY, INC.

THIS LINKING AGREEMENT (this "Agreement") is entered into as of this day of , 20 , between the City of Glendale, an Arizona municipal corporation (the "City"), and J.R. Filanc Construction Company, Inc., a California corporation, authorized to do business in Arizona ("Contractor"), collectively, the "Parties."

RECITALS

A. On April 12, 2013, under the S.A.V.E. Cooperative Purchasing Agreement, the City of Peoria entered into a contract with Contractor to purchase the goods and services described in the Job Order Contract Agreement for Water & Wastewater Treatment Facilities Projects, ACON 18513, which is attached hereto as Exhibit A. The Job Order Contract Agreement for Water & Wastewater Treatment Facilities Projects permits its cooperative use by other governmental agencies including the City. The Job Order Contract Agreement for Water & Wastewater Treatment Facilities Projects is hereinafter referred at as the Cooperative Purchasing Agreement.

B. Section 2-149 of the City's Procurement Code permits the Materials Manager to procure goods and services by participating with other governmental units in cooperative purchasing agreements when the best interests of the City would be served.

C. Section 2-149 also provides that Materials Manager may enter into such cooperative agreements without meeting the formal or informal solicitation and bid requirements of Glendale City Code Sections 2-145 and 2-146.

D. The City desires to contract with Contractor for supplies or services identical, or nearly identical, to the supplies or services Contractor is providing other units of government under the Cooperative Purchasing Agreement. Contractor consents to the City's utilization of the Cooperative Purchasing Agreement as the basis of this Agreement, and Contractor desires to enter into this Agreement to provide the supplies and services set forth in this Agreement.

AGREEMENT

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

1. Term of Agreement. The City is purchasing the supplies and/or services from Contractor pursuant to Cooperative Purchasing Agreement. According to the Cooperative Purchasing Agreement award and rate sheet, which are attached hereto as part of Exhibit B, purchases can be made by governmental entities from the date of award, which was April 12, 2013, until the date the contract expires on April 11, 2016, unless the term of the Cooperative

Purchasing Agreement is extended by the mutual agreement of the original contracting parties. The Cooperative Purchasing Agreement, however, may not extend the contract beyond April 11, 2018. The initial period of this Agreement therefore is the period from the Effective Date of this Agreement until April 11, 2016. The City, however, may renew the term of this Agreement for two (2) one-year periods until the Cooperative Purchasing Agreement expires on April 11, 2018. Renewals are not automatic and shall only occur if the City gives the Contractor notice of its intent to renew. The City may give the Contractor notice of its intent to renew this Agreement 30 days prior to the anniversary of the Effective Date to effectuate such a one-year renewal.

2. Scope of Work; Terms, Conditions, and Specifications.

   A. Contractor shall provide City the supplies and/or services identified in the Scope of Work attached hereto as Exhibit B.

   B. Contractor agrees to comply with all the terms, conditions and specifications of the Cooperative Purchasing Agreement. Such terms, conditions and specifications are specifically incorporate into and are an enforceable part of this Agreement.

3. Compensation.

   A. City shall pay Contractor compensation at the same rate and on the same schedule as the Cooperative Purchasing Agreement, unless the City and Contractor agree otherwise, as provided in Exhibit C hereto.

   B. The total purchase price for the supplies and/or services purchased under this Agreement shall not exceed two hundred twenty thousand dollars ($220,000).

4. Cancellation. This Agreement may be cancelled pursuant to A.R.S. § 38-511.

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

6. E-verify. Contractor complies with A.R.S. § 23-214 and agrees to comply with the requirements of A.R.S. § 41-4401.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE.]

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

"City"

City of Glendale, an Arizona municipal corporation

By: _____
Richard A. Bowers
Acting City Manager

"Contractor"

J.R. Filanc Construction Company, Inc., a California corporation

By: _____
Name: David Kiess
Title: Vice President

ATTEST:

_____
Pamela Hanna (SEAL)
City Clerk

APPROVED AS TO FORM:

_____
Michael D. Bailey
City Attorney

LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
J.R. FILANC CONSTRUCTION COMPANY, INC.

EXHIBIT A

City of Peoria ACON18513 – JOC for Water and Wastewater Treatment Facilities Projects

Contract Amendment #1 extend term expires 4/11/15

Contract Amendment #2 extend term expires 4/11/16

City of Peoria, Arizona
Job Order Contract

Statement of Qualifications No:	P13-0042 C
Job Description:	JOC for Water & Wastewater Treatment Facilities Projects

Location: City of Peoria, Materials Management
Mailing Address: 9875 N. 85th Ave., 2nd Fl., Peoria, AZ 85345

Contact: Christine Finney, CPPB
Phone: (623) 773-7115

OFFER

Contractor's License Number: ROC 088901

J.R. Filanc Construction Company
Job Order Contractor Name

Authorized Signature for Offer

2928 North 35th Avenue, Suite 2
Address

David Kiess
Printed Name

Phoenix, AZ 85017
City State Zip Code

Vice President
Title

602-544-3600
Telephone

602-544-3606
Facsimile

ACCEPTANCE OF OFFER AND CONTRACT AWARD (For City of Peoria Use Only)

Your offer is hereby accepted. The Contractor is now bound to sell the construction services listed by the attached award notice based upon the solicitation, including all terms conditions, specifications, amendments, etc., of the contract and the Contractor's offer as accepted by the City. The Contractor is hereby cautioned not to commence any billable work or provide any material, service or construction under this contract until Contractor receives an executed Notice to Proceed and Purchase Order.

Attested by:

for Rhonda Geriminsky, City Clerk

City of Peoria, Arizona.
Eff. Date: April 12, 2013

Approved as to form:

Stephen M. Kemp, City Attorney

CC

ACON18513
Contract Number

Awarded on April 11, 2013

Official File

Dan Zenko, Materials Management Supervisor

City Seal
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A CON 18513

JOB ORDER CONTRACT AGREEMENT

P13-0042

Water & Wastewater Treatment Facilities Projects

CONTRACT FOR CONSTRUCTION

JOB ORDER CONTRACT AGREEMENT
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JOB ORDER CONTRACTING
CONTRACT

THIS CONTRACT is entered into and made effective the 12 day of April 2013, by and between the City of Peoria, Arizona, an Arizona charter municipality (the "Owner"), and J.R. Filanc Construction Company, (the "Job Order Contractor"). The parties agree as follows:

1. DEFINITIONS.

1.1. Owner. Owner means Owner's senior manager, Contracting Officer or a duly authorized representative which means any person specifically authorized to act for Owner by executing the Contract and any modification thereto. Owner's duties include administration of the Contract, including the negotiation of change orders and modifications and assessing Job Order Contractor's technical performance and progress; inspecting and periodically reporting on such performance and progress during the stated period of performance, and finally certifying as to the acceptance of the Work in its entirety or any portion thereof, as required by the Contract documents.

1.2. Job Order Contractor. Job Order Contractor means Job Order Contractor's senior manager or its duly authorized representative or any person specifically authorized to act for Job Order Contractor by executing the Contract, and any modifications thereto. Job Order Contractor's duties include administration of the Contract and performance of the Work.

1.3. Contract. Contract means this agreement including its attachments and any Job Orders that may be issued.

1.4. Subcontract. Subcontract means any Contract including purchase orders (other than one involving an employer-employee relationship) entered into by Job Order Contractor calling for equipment, supplies or services required for Contract performance, including any modifications thereto.

1.5. Job Order. Job Order means a specific written agreement between the Owner and the Job Order Contractor for Work to be performed under this Contract for an individual, mutually agreed upon scope of work, schedule and price.

1.6. Work. Work means in response to Job Orders that may be mutually agreed upon and issued periodically by Owner. Job Order Contractor shall, except as may be specified elsewhere in the Contract, furnish all necessary labor, materials, tools, supplies, equipment, transportation, supervision, management, and perform all operations necessary and required for survey, design, and construction work which will be defined and further described as to specific project requirements in each Job Order. The Work shall be performed in accordance with the requirements set forth in each Job Order and as further specified in ***Attachment "A"***(General Scope of Services), ***Attachment "B"*** (SIQ & Contractor's Response), ***Attachment "C"*** (JOC Cost Proposal Forms), and in ***Attachment "D"*** (Contractor's Contacts), all of which are incorporated herein and made a part hereof.

1.7. Punch List Preparation. A minimum of thirty (30) days prior to Final Completion the Job Order Contractor, in conjunction with the Owner, shall prepare a comprehensive list of Punch list items, which the Owner may edit and supplement. The Job Order Contractor shall proceed promptly to complete and correct Punch list items. Failure to include an item on the Punch list does not alter the responsibility of the Job Order Contractor to complete all Work in accordance with the Contract Documents. Warranties required by the Contract Documents shall not commence until the date of Final Completion unless otherwise provided in the Contract Documents.

1.8. Final Completion. Final Completion of the Work shall be deemed to have occurred on the later of the dates that the Work passes a Final Completion inspection and acceptance by the Owner. Final Completion shall not be deemed to have occurred and no final payment shall be due the Job Order

Contractor or any of its subcontractors or suppliers until the Work has passed the Final Completion inspection and acceptance and all required Final Completion close-out documentation items has been produced to the Owner by the Job Order Contractor.

1.9. Reference Standards

1.9.1. The "Uniform Standard Specifications for Public Works Construction" and the "Uniform Standard Details for Public Works Construction" which are sponsored and distributed by the Maricopa Association of Governments (MAG), and which are hereinafter referred to as the "MAG Specifications", are hereby adopted as part of these contract documents.

1.9.2. July 15, 1997 by Section 23-50a of Ordinance 97-38, the City of Peoria adopted the "Uniform Standard Details for Public Works Construction from the Maricopa County Association of Governments by reference with certain exceptions.

1.9.3. A copy of these documents is kept on file at the Office of the City Clerk at the City of Peoria.

2. CONTRACT TERM

2.1. Contract Term. The term of the Contract shall commence on the date it was executed by both parties and shall continue for a period of one (1) year thereafter in accordance with the terms and conditions of this Contract. By mutual written Contract Amendment, any resultant contract may be extended for supplemental periods of up to a maximum of forty-eight (48) months. Job Orders may be issued at any time during the term of this Contract. This Contract will remain in full force and effect during the performance of any Job Order.

2.2. Job Order. In response to Job Orders that may be mutually agreed upon and issued periodically by Owner. Job Order Contractor shall perform the Work, except as may be specified elsewhere in the Contract, which will be defined and further described as to specific project requirements in each Job Order. The Work shall be performed in accordance with the requirements set forth in each Job Order and as further specified in ***Attachment "A"***(General Scope of Services), ***Attachment "B"*** (SIQ & Contractor's Response), ***Attachment "C"*** (JOC Cost Proposal Forms), and in ***Attachment "D"*** (Contractor's Contacts), all of which are incorporated herein and made a part hereof.

2.3. Mutual Agreement. This Contract embodies the agreement of Owner and Job Order Contractor to terms and conditions which will govern any Work that may be prescribed under a Job Order that may be issued by Owner and agreed to by Job Order Contractor. Nothing herein shall be construed as requiring Owner to issue any Job Order, nor requiring Job Order Contractor to accept any Job Order, it being the intent that both parties must mutually agree to any specific Work before a Job Order may be issued.

2.4. Cooperative Purchasing. While this contract is for the City of Peoria, other public agencies and political subdivisions have expressed interest in utilizing the contract. In addition to the City of Peoria, and with approval of the contractor, this contract may be extended for use by other eligible public agencies (i.e. municipalities, school districts, nonprofit educational institutions, public health institutions, community facilities districts, and government agencies of the State). Eligible public agencies may elect to utilize the contract through cooperative purchasing (or piggybacking) on the contract and do so at their discretion. No volume is implied or guaranteed, and the contractor must be in agreement with the cooperative transaction. The Strategic Alliance for Volume Expenditures (SAVE), a group of school districts and other public agencies, have signed an intergovernmental cooperative purchase agreement to obtain economies of scale. As a member of SAVE, the City of Peoria will act as the lead agency. Any such usage by other participating public agencies must be in accordance with the ordinance, charter and/or procurement rules and regulations of the respective public agency. School District Procurement Rules A.A.C. R7-2-1191 through R7-2-1195 authorizes and governs intergovernmental procurements.

Potential participating public agencies (i.e. municipalities, school districts, nonprofit educational institutions, public health institutions, community facilities districts, and government agencies of the State) recognize potential equipment, logistical and capacity limitations by the contractor may limit the contractor's ability to extend use of this contract. Any orders placed to the contractor will be placed by the specific public agency participating in this purchase, and payment for purchases made under this agreement will be the sole responsibility of each participating public agency. The City of Peoria shall not be responsible for any disputes arising out of transactions made by others.

3. PERFORMANCE OF THE WORK

3.1. Job Order Agreement. Performance of the Work shall be undertaken only upon the issuance of written Job Orders by Owner. Job Orders shall be in accordance with the requirements specified in ***Attachment "A"***(General Scope of Services), ***Attachment "B"*** (SIQ & Contractor's Response), ***Attachment "C"*** (JOC Cost Proposal Forms), and in ***Attachment "D"*** (Contractor's Contacts), and shall set forth, with the necessary particularity, the following:

3.1.1. Contract number along with Job Order Contractor's name;

3.1.2. Job Order number and date;

3.1.3. The agreed Work and applicable technical specifications and drawings;

3.1.4. The agreed period of performance and, if required by Owner, a work schedule;

3.1.5. The place of performance;

3.1.6. The agreed total price for the Work to be performed;

3.1.7. Submittal requirements;

3.1.8. Owner's authorized representative who will accept the completed Work;

3.1.9. Signatures by the parties hereto signifying agreement with the specific terms of the Job Order; and

3.1.10. Such other information as may be necessary to perform the Work.

3.2. Job Order Contractor Duties and Obligations.

3.2.1. Permits & Responsibilities. Job Order Contractor shall be responsible for processing of drawings, for approval by appropriate oversight bodies; for obtaining any necessary licenses and permits; and for complying with any Federal, State and municipal laws, codes, and regulations applicable to the performance of the Work. Owner will reimburse Job Order Contractor for the actual, documented costs of construction permits required for the performance of the Work. Job Order Contractor shall also be responsible for all damages to persons or property that occur as a result of Job Order Contractor's fault or negligence, and shall take proper safety and health precautions to protect the Work, the workers, the public, and the property of others. Job Order Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire Work, except for any completed unit of Work which may have been accepted under the Contract.

3.2.2. Self-Performance By The Job-Order-Contractor. The JOC shall be allowed to bid as a subcontractor for work over $50,000 and, if it is the lowest acceptable bidder. Any change orders for self-performed work shall require pre-approval by the owner.

3.2.3. Outdoor Construction Restrictions. Peoria Ordinance No. 98-11 restricts outdoor construction as listed in the following table:

	Construction Type	April 2 – September 29	September 30 – April 1
A	Concrete Work	5:00 a.m. to 7:00 p.m.	6:00 a.m. to 7:00 p.m.
B	Other Construction (within 500 feet of residential area)	6:00 a.m. to 7:00 p.m.	7:00 a.m. to 7:00 p.m.
C	Construction Work (more than 500 feet of residential area)	5:00 a.m. to 7:00 p.m.	5:00 a.m. to 7:00 p.m.

3.2.3.1. No interference with the traffic flow on arterial streets shall be permitted during the hours of 6:00 a.m. to 8:30 a.m. or from 4:00 p.m. to 7:00 p.m. unless prior authorization is obtained in writing by the City of Peoria Traffic Engineer or their assignee. Specific work hours may be stipulated by the City of Peoria on the project barricade plan.

3.2.3.2. During off peak hours, the minimum number of lanes shall be two lanes (one in each direction) on streets with four lanes or less and four lanes (two in each direction) on streets with five or more lanes.

3.2.3.3. Night work must have prior authorization from the City. In addition, certain areas of the City may have seasonal or special event restrictions for construction work as designated by the City on a case by case basis.

3.2.4. Jobsite Superintendent. During performance of a Job Order and until the Work is completed and accepted, Job Order Contractor shall directly superintend the Work or assign a competent superintendent who will supervise the performance of Work and is satisfactory to Owner and has authority to act for Job Order Contractor.

3.2.4.1. Job Order Contractor will ensure that the site supervisor for the project is English proficient and that there is at least one English proficient person at the construction site at all times work is being performed in order to communicate with the City's project manager.

3.2.5. Construction Layout. Job Order Contractor shall lay out its work in accordance with the Contract plans and specifications and shall be responsible for all measurements in connection with the layout of the Work. Job Order Contractor shall furnish, at its own expense, all stakes, templates, platforms, equipment, tools, materials, and labor required to layout any part of the Work. Job Order Contractor shall also be responsible for maintaining and preserving all control points established by Owner.

3.2.6. Survey Control Points. Existing survey markers (either brass caps or iron pipes) shall be protected by the Contractor or removed and replaced under direct supervision of the City Engineer or his authorized representatives. Survey monuments shall be constructed to the requirements of MAG Specifications, Section 405, and Standard Details. Lot corners shall not be disturbed without knowledge and consent of the property owner. The Contractor shall replace benchmarks, monuments, or lot corners moved or destroyed during construction at no expense to the Owner. Contractor and his sureties shall be liable for correct replacement of disturbed survey benchmarks except where the Owner elects to replace survey benchmarks using his own forces.

3.2.7. Traffic Regulations. All traffic affected by this construction shall be regulated in accordance with the City of Phoenix – Traffic Barricade manual, latest edition, and the City of Phoenix in the Traffic Barricade Manual shall be referred to as the City of Peoria City Engineer for interpretation.

At the time of the pre-construction conference, the Contractor shall designate an employee who is well qualified and experienced in construction traffic control and safety to be responsible for implementing, monitoring and altering traffic control measure, as necessary. At the same time the City will designate a

representative who will be responsible to see that all traffic control and any alterations are implemented and monitored to the extent that traffic is carried throughout the work area in an effective manner and that manner and that motorists, pedestrians, bicyclists and workers are protected from hazard and accidents.

3.2.7.1. The following shall be considered major streets: All major Parkway, mile (section line), arterial and collector (mid-section line and quarter section line) streets so classified by the City of Peoria.

3.2.7.2. All traffic control devices required for this project shall be the responsibility of the Contractor. The Contractor shall place advance warnings; **REDUCE SPEED, LOOSE GRAVEL, 25 MPH SPEED LIMIT** and **DO NOT PASS** signs in accordance with the Traffic Barricade Manual.

3.2.7.3. The Contractor shall provide, erect and maintain all necessary flashing arrow boards, barricades, suitable and sufficient warning lights signals and signs, and shall take all necessary precautions for the protection of the work and safety of the public. The Contractor shall provide, erect and maintain acceptable and adequate detour signs at all closures and along detour routes.

3.2.7.4. All barricades and obstructions shall be illuminated at night, and all safety lights shall be kept burning from sunset until sunrise. All barricades and signs used by the Contractor shall conform to the standard design, generally accepted for such purposes and payment for all such services and materials shall be considered as included in the other pay items of the Contract.

3.2.7.5. The Contractor shall insure that all existing traffic signs are erect, clean and in full view of the intended traffic at all times. Street name signs at major street intersections shall be maintained erect at all times. If these signs should interfere with construction, the Contractor shall notify the Inspector at least forty eight (48) hours in advance for City personnel to temporarily relocate said signs. The City Engineer will re-set all traffic and street name signs to permanent locations when notified by the Engineer that construction is complete unless otherwise stated in the specifications Payment for this item shall be made at the contract lump sum price for TRAFFIC CONTROL.

3.2.7.6. The Police Department shall determine if construction activities or traffic hazards at the construction project *require* the use of Police Assistants or AZ Post Certified Peace Officers, alternatively, *if the Police Department determines that* flagmen are *sufficient*, it shall be the Contractor's responsibility to provide adequate personnel including flagmen to direct traffic safely. All City of Peoria projects shall use only City of Peoria Police Assistants or City of Peoria AZ Post Certified Officers, unless the Police Chief or their designee has determined that no such assistants or officers are available. Arrangements for Police Assistant or Police Officer services should be made with the liaison officer at the Peoria Police Department at telephone number (623) 773-7062 or offduty@peoriaaz.gov.

3.2.7.7. Manual traffic control shall be in conformity with the Traffic Barricade Manual. A traffic control plan shall be submitted to the Peoria Police Department indicating whether a need for traffic control exists during the project. The traffic control plan shall be submitted electronically and the liaison officer shall be contacted at the Peoria Police Department at telephone number (623) 773-7062.

3.2.7.8. When traffic hazards at construction sites warrant the use of certified police personnel to direct traffic, arrangement should be made with the liaison officer at the Peoria Police Department at telephone number (623) 773-7062.

3.2.7.9. The assembly and turnarounds of the Contractor's equipment shall be accomplished using adjacent local streets when possible.

3.2.7.10. Equipment used and/or directed by the Contractor shall travel with traffic at all times. Supply trucks shall travel with traffic except when being spotted. Provide a flagman or officer to assist with this operation.

3.2.7.11. During construction, it may be necessary to alter traffic control. Alterations shall be in accordance with the Traffic Barricade Manual.

3.2.7.12. No street within this project may be closed to through traffic or to local emergency traffic without prior written approval of the City Engineer of the City of Peoria. Written approval may be given if sufficient time exists to allow for notification of the public at least two (2) days in advance of such closing. Partial closure of streets within the project shall be done in strict conformity with written directions to be obtained from the City Engineer.

3.2.7.13. Caution should be used when excavating near intersections with traffic signal underground cable. Notify the City Engineer twenty four (24) hours in advance of any work at such intersections. The Contractor shall install and maintain temporary overhead traffic signal cable as specified by the City Engineer when underground conduit is to be severed by excavations at intersections. The Contractor shall provide an off-duty uniformed police officer to direct traffic while the traffic signal is turned off and the wiring is transferred. All damaged or modified traffic signal overhead and underground items shall be repaired and restored to the City Engineer's satisfaction. Magnetic detector loops shall under no circumstances be spliced.

3.2.7.14. The Contractor shall address how local access to adjacent properties will be handled in accordance with the specification herein.

3.2.7.15. Where crossings of existing pavements occur, no open trenches shall be permitted overnight, but plating may be permitted if conditions allow as determined by the City Engineer or his authorized representative. If plates cannot be used, crossings shall be back-filled or the Contractor shall provide a detour.

3.2.8. **Operations & Storage.** Job Order Contractor shall confine all operations (including storage of materials) to areas authorized or approved by Owner.

3.2.9. **Cleaning Up & Refuse Disposal.** Job Order Contractor shall at all times keep the site, including storage areas, free from accumulations of waste materials. Before completing the Work, Job Order Contractor shall remove from the premises any rubbish, tools, scaffolding, equipment, and materials that are not the property of Owner. Upon completing the Work, Job Order Contractor shall leave the site in a clean and orderly condition satisfactory to Owner.

3.2.9.1. Final cleanup of the premises shall be included in the period of performance of the Job Order.

3.2.9.2. Job Order Contractor shall be responsible for all construction refuse disposal containers and their removal from the site.

3.2.9.3. Disposal of any hazardous materials not addressed and priced in the Job Order will be segregated for disposal by Owner unless Owner requires Job Order Contractor to dispose of the materials in which case, an equitable adjustment in the price will be negotiated and agreed.

3.2.9.4. The Contractor and/or subcontractor shall be required to use the City of Peoria Solid Waste Division's services for commercial collection of Solid Waste. This requirement is not intended to preclude other methods or means for hauling debris or excess material from the project site such as trucking large volumes of material, including soil, building demolition, or hazardous and special wastes. The intent is to use City of Peoria Solid Waste service where standard waste disposal is needed. Specifically, all roll-off and front-load containers used on a City of Peoria construction site shall be contracted for through the City of Peoria Solid Waste Division at the prevailing rate. It is the contractor's responsibility to contact and make all necessary arrangements with the City of Peoria Solid Waste Division for these services. Any and all charges for these services are the responsibility of the contractor. The City Solid Waste Division may, at it's option, decline to provide service for business reasons at any time during the contract. Any exceptions to this requirement will be at the sole discretion of the City Solid Waste Division. Please contact the Solid Waste Customer Service Representatives at 623-773-7160.

3.2.10. Existing Improvements and Utilities. Job Order Contractor shall protect from damage all existing improvements and utilities at or near the site and on adjacent property of third parties, the locations of which are made known to or should be known by Job Order Contractor. Job Order Contractor shall repair any damage to those facilities, including those that are the property of third parties, resulting from failure to comply with the requirements of the Job Order or failure to exercise reasonable care in performing the Work. If Job Order Contractor fails or refuses to repair the damage promptly, Owner may have the necessary repair work performed and charge the cost to Job Order Contractor.

3.2.11. Safety. Job Order Contractor shall be responsible for compliance with all safety rules and regulations of the Federal Occupational Safety and Health Act of 1970 (OSHA), all applicable state and local laws, ordinances, and regulations during the performance of the Work. Job Order Contractor shall indemnify Owner for fines, penalties, and corrective measures that result from the acts of commission or omission of Job Order Contractor, its subcontractors, if any, agents, employees, and assigns and its failure to comply with such safety rules and regulations.

3.2.11.1. Job Order Contractor Safety Compliance. Job Order Contractor shall furnish and enforce the use of individual protective equipment as needed to complete the Work, including hard hats, rain gear, protective foot wear, protective clothing and gloves, eye protection, ear protection, respirators, safety belts, safety harnesses, safety lifelines and lanyards, and high visibility reflective safety vests.

3.2.11.2. Job Order Contractor Provided Warnings. Job Order Contractor shall provide warning signs, barricades and verbal warnings as required.

3.2.11.3. Emergency Procedures. Job Order Contractor shall inform its employees of emergency procedures to be adhered to in case of a fire, medical emergency, or any other life-threatening situations.

3.2.11.4. Accident Notification. Job Order Contractor shall promptly notify Owner of any recordable accident involving personnel or damage to material and equipment. Copies of any injury reports or accident investigation reports shall be provided to the Owner.

3.2.11.5. Jobsite Safety Documents. Job Order Contractor shall maintain a set of OSHA articles and Material Safety Data Sheets (MSDS) at the jobsite office as they apply to the Work being performed. Copies shall be provided to Owner when requested.

3.2.11.6. Job Order Contractor's Safety Program. Job Order Contractor shall submit to Owner a copy of its safety policies and program procedures which establish the safety rules and regulations as they are to be applied to performance of the Work. These documents shall be submitted by Job Order Contractor within fourteen (14) calendar days after issuance of the initial Job Order and prior to the commencement of the Work.

3.2.11.7. Job Order Contractor Safety Representative. Job Order Contractor shall assign, during performance of the Work, a designated safety representative to develop and monitor the project safety program. The name, company address, and telephone number of the assigned individual shall be submitted to Owner by Job Order Contractor along with its safety policies and program procedures.

3.2.11.8. Emergency Medical Treatment. Job Order Contractor shall make available for its employees and those of its subcontractors, while they are performing Work on the site, emergency medical treatment either at the site or at a nearby medical facility.

3.2.11.9. Owner's Right to Monitor. Owner reserves the right to approve and monitor Job Order Contractor's safety policies and program procedures as applied during performance of the Work. Failure to comply with safety policies and program procedures, once approved by Owner, shall be cause for the termination of the Job Order in accordance with ***§ 14***.

3.2.11.10. First Aid Kit. Job Order Contractor shall provide and maintain on the jobsite, at all times when Work is in progress, a completely stocked first aid kit which contains all standard emergency medical supplies.

3.2.11.11. Fire Extinguisher. Job Order Contractor shall provide and maintain on the jobsite, at all times when Work is in progress, a fully charged fire extinguisher appropriate for the potential fire hazard.

3.2.12. Dissemination of Contract Information. Job Order Contractor shall not publish, permit to be published, or distribute for public consumption, any information, oral or written, concerning this Contract, any Job Order or the Work performed under this Contract, without the prior consent of Owner.

3.2.13. Shop Drawings. Job Order Contractor's duties under this Contract include the preparation of shop drawings or sketches necessary to permit orderly construction of Owner's design plans. Job Order Contractor agrees to provide detailed design drawings and plans if requested by Owner.

3.2.14. Jobsite Drawings and Specifications. Job Order Contractor shall keep on the Work site a copy of the drawings and specifications and shall at all times give Owner access thereto.

3.3. Owner Rights and Obligations.

3.3.1. Suspension of Work.

3.3.1.1. Owner's Written Order. Owner may order Job Order Contractor, in writing, to suspend, delay, or interrupt all or any part of the Work for a period of time that Owner determines reasonably appropriate.

3.3.1.2. Work Delay or Suspension. If the performance of all or any part of the Work is suspended, delayed, or interrupted by an act of Owner in the administration of a Job Order, or by Owner's failure to act within the time specified in the Job Order, an adjustment shall be made for any increase in the cost of performance of the Job Order necessarily caused by the suspension, delay, or interruption, and the Job Order will be modified in writing accordingly.

3.3.1.3. Job Order Contractor Costs. A claim under this Subparagraph 3.3.1 shall not be allowed for any costs incurred more than thirty (30) calendar days before Job Order Contractor shall have notified Owner in writing of the act or failure to act (but this requirement shall not apply as to a claim resulting from a suspension order), and unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of such suspension, delay, or interruption, but not later than the date of final payment under the Job Order.

3.3.2. Owner's Right to Possession. Owner shall have the right to take possession of or use any completed or partially completed part of the Work. Before taking possession of or using any Work, Owner shall furnish Job Order Contractor a list of items of work remaining to be performed or corrected on those portions of the Work that Owner intends to take possession of or use. However, failure of Owner to list any item of Work shall not relieve Job Order Contractor of responsibility for complying with the terms of this Contract. Owner possession or use shall not be deemed an acceptance of any Work under this Contract.

3.3.2.1. Owner's Possession or Use. While Owner has such possession or use, Job Order Contractor shall be relieved of the responsibility for the loss of or damage to the Work resulting from Owner's possession or use, notwithstanding the terms of Subparagraph 3.2.1. If prior possession or use by Owner delays the progress of the Work or causes additional expense to Job Order Contractor, an equitable adjustment shall be made in the Job Order price or the period of performance, and the Job Order shall be modified in writing accordingly.

3.3.3. Other Contracts. Owner may undertake or award other Contracts for additional work at or near the site of Work under this Contract. Job Order Contractor shall fully cooperate with the other Job

Order Contractors and with Owner's employees and shall carefully adapt scheduling and performing the Work under this Contract to accommodate the additional work, heeding any direction that may be provided by Owner. Job Order Contractor shall not commit or permit any act that will interfere with the performance of its Work by any other contractor or by Owner's employees.

3.4. Job Order Amendment. Job Orders may be amended by Owner in the same manner as they are issued.

3.5. Job Order Value. The maximum Job Order value is Three Million Dollars ($3,000,000), except as provided by § 16.32.1.

4. JOB ORDER DOCUMENTS

4.1. Specification and Drawings. Anything mentioned in the specifications and not shown on the drawings, or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In case of differences between drawings and specifications, the drawings shall govern. In case of discrepancy either in the figures, in the drawings, or in the specifications, the matter shall be promptly submitted to Owner, who shall promptly make a determination in writing. Any adjustment by Job Order Contractor without such a determination shall be at its own risk and expense. Owner shall furnish from time to time such detail drawings and other information as considered necessary, unless otherwise provided.

4.1.1. Wherever in the specifications or upon the drawings the words "directed," "required," "ordered," "designated," "prescribed," or words of like import are used, it shall be understood that the "direction," "requirement," "order," "designation," or "prescription," of Owner is intended and similarly the words "approved," "acceptable," "satisfactory," or words of like import shall mean "approved by," or "acceptable to," or "satisfactory to" Owner, unless otherwise expressly stated.

4.1.2. Where "as shown," "as indicated," "as detailed," or words of similar import are used, it shall be understood that the reference is made to the drawings accompanying the Contract unless stated otherwise. The word "provided" as used herein shall be understood to mean "provide complete in place," that is "furnished and installed.

4.2. Shop Drawings. Shop drawings include sketches, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, and similar materials furnished by Job Order Contractor to explain in detail specific portions of the Work. Owner may duplicate, use, and disclose in any manner and for any purpose shop drawings delivered under the Contract. Shop drawings means drawings submitted to Owner by Job Order Contractor showing in detail:

4.2.1. The proposed fabrication and assembly of structural elements and,

4.2.2. The installation (i.e., form, fit and attachment details) of materials or equipment.

4.2.3. The construction and detailing of elements of the Work.

4.3. Shop Drawing Coordination. Job Order Contractor shall coordinate all shop drawings, and review them for accuracy, completeness, and compliance with Contract requirements and shall indicate its approval thereon as evidence of such coordination and review. Shop drawings submitted to Owner without evidence of Job Order Contractor's approval may be returned for resubmission. Owner will indicate its approval or disapproval of the shop drawings and if not approved as submitted shall indicate Owner's reasons therefore. Any work done before such approval shall be at Job Order Contractor's risk. Approval by Owner shall not relieve Job Order Contractor from responsibility for any errors or omissions in such drawings, nor from responsibility for complying with the requirements of the Contract, except with respect to variations described and approved in accordance with *§ 4.4* below.

4.4. **Shop Drawing Modifications**. If shop drawings show variations from the Job Order requirements, Job Order Contractor shall describe such variations in writing, separate from the drawings, at the time of submission. If Owner approves any such variation, Owner shall issue an appropriate Contract modification, except that, if the variation is minor and does not involve a change in price or in time of performance, a modification need not be issued.

4.5. **Shop Drawing Omissions**. Omissions from the drawings or specifications or the mis-description of details of work which are manifestly necessary to carry out the intent of the drawings and specifications, or which are customarily performed, shall not relieve Job Order Contractor from performing such omitted or mis-described details of the Work but they shall be performed as if fully and correctly set forth and described in the drawings and specifications.

4.6. **Owner Furnished Drawings**. Job Order Contractor shall check all Owner furnished drawings immediately upon receipt and shall promptly notify Owner of any discrepancies. Any errors or omissions in Owner furnished drawings are the responsibility of the Owner to rectify, includng associated costs. Figures marked on drawings shall be followed in preference to scale measurements. Large scale drawings shall govern small scale drawings. Job Order Contractor shall compare all drawings and verify the figures before laying out the Work and will be responsible for any errors which might have been avoided thereby.

4.7. **Shop Drawing Submittal**. Job Order Contractor shall submit to Owner for approval an appropriate number of copies of all shop drawings as called for under the various headings of these specifications. Sets of all shop drawings will be retained by Owner and one set will be returned to Job Order Contractor with annotation of approval or rejection within one (1) week after submission, unless a longer review period is necessary by mutual agreement between Owner and Job Order Contractor.

4.8. **Use of Job Order Documents**. All drawings (to include as-built drawings), sketches, designs, design data, specifications, note books, technical and scientific data provided to Job Order Contractor or developed by Job Order Contractor pursuant to the Contract and all photographs, negatives, reports, findings, recommendations, data and memoranda of every description relating thereto, as well as all copies of the foregoing relating to the Work or any part thereof, shall be the property of Owner and may be used by Owner without any claim by Job Order Contractor for additional compensation, unless such material developed by Job Order Contractor does not result in an issued Job Order. In such cases, Job Order Contractor will receive reasonable reimbursement for the development of such materials before Owner uses them in any manner whatsoever. In addition, Owner agrees to hold Job Order Contractor harmless to the extent permitted by law from any legal liability arising out of the Owner's use of such materials.

5. MATERIAL AND WORKMANSHIP

5.1. **Suitability of Material and Equipment**. All equipment, material, and articles incorporated in the Work covered by this Contract shall be new and of the most suitable grade for the purpose intended, unless otherwise specifically provided in the Contract. References in the specifications to equipment, material, article, or patented process by trade name, make, or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. Job Order Contractor may, at its option, use any equipment, material, article, or process that, in the sole judgment and prior written approval of the Owner, is equal to that named in the specifications.

5.2. **Owner Approval**. Job Order Contractor shall obtain Owner's approval of the equipment to be incorporated into the Work. When requesting approval, Job Order Contractor shall furnish to Owner the name of the manufacturer, the model number, and other information concerning the performance, capacity, nature, and rating of the equipment. When required by the Contract or by Owner, Job Order Contractor shall also obtain Owner's approval of the material or articles which Job Order Contractor contemplates incorporating into the Work. When requesting approval, Job Order Contractor shall provide

full information concerning the material or articles. When directed to do so, Job Order Contractor shall submit samples for approval. Machinery, equipment, material and articles that do not have the required approval shall be installed or used at the risk of subsequent rejection.

5.3. **Testing of Materials.** Unless otherwise specified in a Job Order, the Job Order Contractor shall be responsible for any required testing of materials prior to incorporation into the Work. Reimbursement for testing required by third party entities will be included in the individual Job Order.

5.4. **Workmanship.** All work under the Contract shall be performed in a skillful and workmanlike manner.

6. SITE CONDITIONS

6.1. **Site Investigation.** Job Order Contractor acknowledges that it has taken steps reasonably necessary to ascertain the nature and location of the Work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the Work or its cost, including but not limited to:

6.1.1. Conditions bearing upon transportation, disposal, handling, and storage of materials;

6.1.2. The availability of labor, water, electric power, and roads;

6.1.3. Uncertainties of weather, river stages, tides, or similar physical conditions at the site;

6.1.4. The visible conformation and conditions of the ground; and

6.1.5. The character of equipment and facilities needed preliminary to and during work performance.

6.2. **Surface and Subsurface Investigation.** Job Order Contractor also acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by Owner, as well as from the drawings and specifications made a part of this Contract. Owner will provide to Job Order Contractor all subsurface investigation reports it has commissioned, and has knowledge of, that reasonably reflect expected conditions at the location of the Job Order.

6.3. **Differing Site Conditions.** Job Order Contractor shall promptly, and before the conditions are disturbed, give a written notice to Owner of:

6.3.1. Subsurface or latent physical conditions at the site which differ materially from those indicated in the Contract, or

6.3.2. Unknown physical conditions at the site, of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract.

6.4. **Owner Investigation.** Owner shall investigate the site conditions promptly after receiving the notice. If the conditions do materially so differ and cause an increase or decrease in Job Order Contractor's cost of, or the time required for, performing any part of the Work, whether or not changed as a result of the conditions, an equitable adjustment shall be made and the Job Order modified in writing accordingly.

6.5. **Written Notice of Differing Site Conditions.** No request by Job Order Contractor for an equitable adjustment to a Job Order under this *§ 6* shall be allowed, unless Job Order Contractor has given the written notice required.

6.6. **Payment Adjustment.** No request by Job Order Contractor for an equitable adjustment to a Job Order for differing site conditions shall be allowed if made after final payment under such Job Order.

7. JOB ORDER SCHEDULES

7.1. Construction Schedule. If the Job Order Contractor fails to submit a schedule with the Job Order, Owner may withhold approval of progress payments until Job Order Contractor submits the required schedule. If required, the Job Order Contractor will submit for approval with the signed Job Order a practicable schedule showing the sequence in which Job Order Contractor proposes to perform the Work, and the dates on which Job Order Contractor contemplates starting and completing the several salient features of the Work (including acquiring materials, plant and equipment). The schedule may be a formal computerized schedule or a progress chart in a bar chart format of suitable scale to indicate appropriately the percentage of Work scheduled for completion by any given date during the period. In either case, the basic information should be the same and the schedule or chart must contain as a minimum:

7.1.1. A detailed list of work activities or work elements.

7.1.2. Show the logical dependencies (ties) to indicate what Work must be accomplished before other Work can begin.

7.1.3. Show early start and early finish dates along with late start and late finish dates for each work activity or work element.

7.2. Failure to Submit Schedule. Failure of Job Order Contractor to comply with the requirements of Owner under this clause shall be grounds for a determination by Owner that Job Order Contractor is not prosecuting the Work with sufficient diligence to ensure completion within the time specified in the Job Order. Upon making this determination, Owner may terminate Job Order Contractor's right to proceed with the Work if not cured within seven (7) days after written notice is provided, or any separable part of it, in accordance with *§ 14*.

7.3. Progress Report. Job Order Contractor shall submit a progress report every thirty (30) days, or as directed by Owner, and upon doing so shall immediately deliver a current schedule to Owner if it has materially changed since the last submission of a schedule. If Job Order Contractor falls behind the approved schedule, Job Order Contractor shall take steps necessary to improve its progress, including those that may be reasonably required by Owner. Without additional cost to Owner, Owner may require Job Order Contractor to increase the number of shifts, overtime operations, days of work, and/or the amount of construction plant or equipment, and to submit for approval any supplementary schedule or schedules in chart form as Owner deems necessary to demonstrate how the approved rate of progress will be regained.

7.4. Emergency Work. Job Order Contractor will give top priority to any emergency Work Owner may have and will allocate all resources necessary to accomplish such Work in accordance with Owner's schedule requirements. To the extent the Job Order Contractor incurs additional cost, expense or schedule delay in performing Owner's emergency Work, Owner will equitably adjust the Contract in accordance with *§ 10*.

8. INSPECTION OF CONSTRUCTION AND ACCEPTANCE

8.1. Job Order Contractor Inspection System. Job Order Contractor shall maintain an adequate inspection system and perform such inspections as will ensure that the Work called for conforms to Job Order requirements. Job Order Contractor shall maintain complete inspection records and make them available to Owner. All work shall be conducted under the general direction of Owner and is subject to inspection and test by Owner at all places and at all reasonable times before acceptance to ensure strict compliance with the terms of the Contract.

8.2. Owner Inspections and Tests. Owner inspections and tests are for the sole benefit of Owner and do not:

8.2.1. Relieve Job Order Contractor of responsibility for providing adequate quality control measures;

8.2.2. Relieve Job Order Contractor of responsibility for damage to or loss of the material before acceptance;

8.2.3. Constitute or imply acceptance; or

8.2.4. Affect the continuing rights of Owner after acceptance of the complete work.

8.3. **Job Order Contractor Responsibilities.** The presence or absence of an inspector does not relieve Job Order Contractor from any Contract requirement, nor is the inspector authorized to change any term or condition of the specification without Owner's written authorization.

8.4. **Job Order Contractor Performance.** Job Order Contractor shall promptly furnish, without additional charge, all facilities, labor, and material reasonably needed for performing such safe and convenient inspections and tests as may be required by Owner. Owner may charge to Job Order Contractor any additional cost of inspection or test when Work is not ready at the time specified by Job Order Contractor for inspection or test, or when prior rejection makes re-inspection or retest necessary. Owner shall perform all inspections and tests in a manner that will not unnecessarily delay the Work. Special, full size and performance tests shall be performed as described in the Job Order.

8.5. **Job Order Contractor Corrective Work.** Job Order Contractor shall, without charge, replace or correct Work found by Owner not to conform to Job Order requirements, unless Owner consents to accept the Work with an appropriate adjustment in Contract price. Job Order Contractor shall promptly segregate and remove rejected material from the premises.

8.6. **Failure to Replace or Correct Work.** If Job Order Contractor does not promptly replace or correct rejected Work, Owner may:

8.6.1. By Contract or otherwise, replace or correct the Work and charge the cost to Job Order Contractor; or

8.6.2. Terminate for default Job Order Contractor's right to proceed.

8.7. **Owner Inspection before Acceptance.** If, before acceptance of the entire Work, Owner decides to examine already completed Work by removing it or tearing it out, Job Order Contractor, on request, shall promptly furnish all necessary facilities, labor, and material. If the Work is found to be defective or nonconforming in any material respect due to the fault of Job Order Contractor or its subcontractors, Job Order Contractor shall bear the expenses of the examination and of satisfactory reconstruction. However, if the Work is found to meet requirements, Owner shall make an equitable adjustment for the additional services involved in the examination and reconstruction, including, if completion of the Work was thereby delayed, an extension of the period of time for performance.

8.8. **Owner Acceptance.** Unless otherwise specified in the Job Order, Owner shall accept, as promptly as practicable after completion and inspection, all work required by the Job Order or that portion of the Work that the Owner determines can be accepted separately. Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or Owner's rights under any warranty or guarantee.

9. INVOICING AND PAYMENT

9.1. **Compensation.** As full consideration for the satisfactory performance by Job Order Contractor of Work prescribed under the Contract, Owner shall pay Job Order Contractor the amounts specified in the individual Job Orders.

9.2. **Invoices.** Job Order Contractor shall submit invoices to the following address:

City of Peoria
8401 W. Monroe St
Peoria, AZ 85345

9.3. **Job Order Cost Proposal Structure.** For each Job Order, the Job Order Contractor shall prepare a Job Order Cost Proposal with the sufficient level of cost detail as required by the Owner. Cost detail may include, but is not limited to: schedule of values, work schedule, direct labor cost and fringe benefits, direct material costs (supported by quotes), direct equipment costs (supported by quotes), allowable overhead costs (includes insurance), allowable profit, cost of subcontractors (supported by quotes), and contractor's overhead allowance for subcontractor costs.

9.4. **Progress Payments.** Owner shall make progress payments monthly as the Work proceeds, or at more frequent intervals as determined by Owner, on estimates of Work completed submitted by the Job Order Contractor and approved by Owner. Job Order Contractor shall use an acceptable invoice form and shall include supporting documents to reflect a breakdown of the total price showing the amount included therein for each principal category of the Work, in such detail as requested, to provide a basis for determining progress payments. In the estimation of Work completed, Owner will authorize payment for material delivered on the site and preparatory work done if Job Order Contractor furnishes satisfactory evidence that it has acquired title to such material and that the material will be used to perform the Work.

9.5. **Retention.** Not applicable.

9.6. **Owner's Property.** All material and work covered by progress payments made shall, at the time of payment, become the sole property of Owner, but this provision shall not be construed as:

9.6.1. Relieving Job Order Contractor from the sole responsibility for all material and Work upon which payments have been made or the restoration of any damaged Work; or

9.6.2. Waiving the right of Owner to require the fulfillment of all of the terms of the Contract.

9.7. **Approval and Certification.** An estimate of the Work submitted shall be deemed approved and certified for payment after seven days from the date of submission unless before that time the Owner or Owner's agent prepares and issues a specific written finding setting forth those items in detail in the estimate of the Work that are not approved for payment under this contract. The Owner may withhold an amount from the progress payment sufficient to pay the expenses the Owner reasonably expects to incur in correcting the deficiency set forth in the written finding. The progress payments shall be paid on or before fourteen days after the estimate of the Work is certified and approved. The estimate of the Work shall be deemed received by the Owner on submission to any person designated by the Owner for the submission, review or approval of the estimate of the Work.

9.8. **Unpaid Amounts.** Owner shall pay all unpaid amounts due Job Order Contractor under this Contract within thirty (30) days, after:

9.8.1. Completion and acceptance of the Work;

9.8.2. Presentation of a properly executed invoice;

9.8.3. Presentation of release of all claims against Owner arising by virtue of the Contract, other than claims, in stated amounts, that Job Order Contractor has specifically excepted from the operation of the release. A release may also be required of the assignee if Job Order Contractor's claim to amounts payable under this Contract has been assigned. Job Order Contractor shall complete a Job Order Contractor's release form acceptable to Owner; or

9.8.4. Consent of Job Order Contractor's surety, if any.

10. CHANGES

10.1. **Owner Changes.** Owner may, at any time, without notice to the sureties, if any, by written order designated or indicated to be a change order, make changes in the Work within the general scope of the Job Orders, including changes:

10.1.1. In the specifications (including drawings and designs);

10.1.2. In Owner-furnished facilities, equipment, materials, services, or site; or

10.1.3. Directing acceleration in the performance of the Work, or otherwise altering the schedule for performance of the Work.

10.2. **Owner Change Orders.** Any other written order (which, as used in this paragraph, includes direction, instruction, interpretation, or determination) from Owner that causes a change shall be treated as a change order under this *§ 10*; provided, that Job Order Contractor gives Owner timely written notice stating the date, circumstances, and source of the order and that Job Order Contractor regards the order as a change order.

10.3. **Contract Adjustments.** Except as provided in this *§ 10*, no order, statement, or conduct of Owner shall be treated as a change under this *§ 10* or entitle Job Order Contractor to an equitable adjustment hereunder.

10.4. **Modification of the Job Order.** If any change under this *§ 10* causes an increase or decrease in Job Order Contractor's cost of, or the time required for, the performance of any part of the Work under a Job Order, whether or not changed by any such order, Owner shall negotiate an equitable adjustment and modify the Job Order in writing.

10.5. **Job Order Contractor Proposal.** Job Order Contractor must submit any proposal under this *§ 10* within thirty (30) calendar days after:

10.5.1. Receipt of a written change order under *§ 10.1* above; or

10.5.2. The furnishing of a written notice under *§ 10.2* above by submitting to Owner a written statement describing the general nature and amount of the proposal, unless this period is extended by Owner. The statement of proposal for adjustment may be included in the notice under *§ 10.2* above.

10.6. **Final Payment Limitation.** No proposal by Job Order Contractor for an equitable adjustment shall be allowed if asserted after final payment under the Job Order.

10.7. **Job Order Contractor Extension Justification.** Job Order Contractor shall furnish to the Owner a written proposal for any proposed extension in the period of performance. The proposal shall contain a price breakdown and period of performance extension justification.

10.8. **Job Order Contractor Price Breakdown Structure.** Job Order Contractor, in connection with any proposal it makes for a Job Order change shall furnish a price breakdown itemized as required by Owner and the pricing matrix as required in the awarded contract.

11. INSURANCE & BONDS

11.1. **Job Order Contractor Insurance.** Job Order Contractor shall purchase and maintain in effect during the term of this Contract insurance of the types and with minimum limits of liability as stated below. Such insurance shall protect Job Order Contractor and Owner from claims which may arise out of or result from Job Order Contractor's operations whether such operations are performed by Job Order Contractor or by any subcontractor or by anyone for whose acts any of them may be liable.

11.1.1. WORKERS' COMPENSATION INSURANCE providing statutory benefits in accordance with the laws of the State of Arizona or any Federal statutes as may be applicable to the Work being performed under this Contract.

11.1.2. EMPLOYER'S LIABILITY INSURANCE with limits of liability not less than: $1,000,000 Each Accident; $1,000,000 Each Employee for Disease; and $1,000,000 Policy Limit for Disease.

11.1.3. COMMERCIAL GENERAL LIABILITY INSURANCE including Products/Completed Operations and Contractual Liability with limits of liability not less than: $2,000,000 General Aggregate; $2,000,000 Products/Completed Operations Aggregate; and $2,000,000 Each Occurrence.

11.1.4. AUTOMOBILE LIABILITY INSURANCE covering all owned, hired and non-owned motor vehicles used in connection with the Work being performed under this Contract with limits of liability not less than: $1,000,000 Each Person for Bodily Injury; $1,000,000 Each Accident for Bodily Injury; and $1,000,000 Each Occurrence for Property Damage.

11.2. **Owner as Additional Insured.** The policies providing Commercial General Liability and Automobile Liability insurance as required in *§ 11.1* shall be endorsed to name Owner as Additional Insured. Such insurance as is provided herein shall be primary and non-contributing with any other valid and collectible insurance available to Owner.

11.3. **Policy Endorsement.** All policies providing Job Order Contractor's insurance as required in *§ 11.1* above shall be endorsed to provide the following:

11.3.1. Thirty days written notice of cancellation or non-renewal given to Owner at the address designated in *§ 16.2*.

11.3.2. Waiver of subrogation in favor of Owner.

11.4. **Limits of Liability.** The limits of liability as required above may be provided by a single policy of insurance or by a combination of primary, excess or umbrella policies. But in no event shall the total limits of liability available for any one occurrence or accident be less than the amount required above.

11.5. **Certificate of Insurance.** Proof of compliance with these insurance requirements shall be furnished Owner in the form of an original certificate of insurance signed by an authorized representative or agent of the insurance company(ies) within ten (10) days of execution of this agreement. Renewal or replacement certificates shall be furnished Owner not less than twenty-one (21) days prior to the expiration or termination date of the applicable policy(ies).

11.6. **Subcontractor Insurance.** Job Order Contractor shall require any and all subcontractors performing Work under this Contract to carry insurance of the types and with limits of liability as Job Order Contractor shall deem appropriate and adequate for the Work being performed. Job Order Contractor shall obtain and make available for inspection by Owner upon request current certificates of insurance evidencing insurance coverages carried by such subcontractors.

11.7. **Bonds.** If required by Owner, Job Order Contractor shall furnish Performance and Payment Bonds, each in an amount equal to one hundred percent (100%) of the Work, in a penal sum equal to the aggregate price of all Job Orders issued to the Job Order Contractor. The Performance and Payment Bonds must be submitted to Owner within ten (10) calendar days after issuance of a Job Order.

11.8. **Notice to Proceed.** Notice to Proceed will not be issued until properly executed bonds are received and accepted by Owner. A separate Notice to Proceed will be issued for each Job Order. The Notice to Proceed shall stipulate the actual contract start date, the contract duration and the contract completion date. The time required for the Contractor to obtain permits, licenses and easements shall be included in the contract duration and shall not be justification for a delay claim by the Contractor. The

time required for the Contractor to prepare, transmit and obtain approval of applicable submittals shall be included in the contract duration and shall not be justification for a delay claim by the Contractor. No work shall be started until after all required permits, licenses, and easements have been obtained. No work shall be started until all applicable submittals have been submitted and returned approved by the Owner's Representative. The Contractor shall notify the City of Peoria's project manager or engineer at least seventy-two (72) hours before the following events:

11.8.1. The start of construction in order to arrange for inspection.

11.8.2. Shutdown of City water, sewer, drainage, irrigation and traffic control facility.

11.8.3. Shutdown of existing water wells and booster pumps. Shutdown shall not exceed seventy-two (72) hours for any installation. Only one installation may be shutdown at any time.

11.8.4. Coordination of all draining and filling of water lines and irrigation laterals and all operations of existing valves or gages with the project manager.

11.8.5. Start-up or testing of any water well or booster pump to be connected to any part of the existing City water system. This includes operation of existing valves necessary to accommodate the water.

12. INDEMNIFICATION. To the fullest extent permitted by law, the Job Order Contractor shall defend, indemnify and hold harmless the Owner, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work or services of the Job Order Contractor, its employees, agents, or any tier of subcontractors in the performance of this Contract. Job Order Contractor's duty to defend, hold harmless and indemnify the Owner, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting there from, caused by any acts, errors, mistakes, omissions, work or services in the performance of this Contract including any employee of the Job Order Contractor or any tier of subcontractor or any other person for whose acts, errors, mistakes, omissions, work or services the Job Order Contractor may be legally liable. The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

13. DISPUTES.

13.1. Party Cooperation. The parties are fully committed to working with each other throughout the term of the Contract and agree to communicate regularly with each other at all times so as to avoid or minimize disputes or disagreements. If disputes or disagreements do arise, Job Order Contractor and Owner each commit to resolving such disputes or disagreements in an amicable, professional and expeditious manner so as to avoid unnecessary losses, delays and disruptions to the Work.

13.2. Field Level Resolution. Job Order Contractor and Owner will first attempt to resolve disputes or disagreements at the field level through discussions between the parties' representatives named herein.

13.3. Job Order Contractor Performance. The Job Order Contractor shall continue to perform the Work and Owner shall continue to satisfy its payment obligations to Job Order Contractor, pending the final resolution of any dispute or disagreements between the parties.

13.4. Partnering. If requested and mutually agreed upon, the Owner and Job Order Contractor will share in the expense of an initial facilitated partnering workshop, followed up by periodic refresher meetings at mutually agreed times. The goal of the workshop will be to identify common goals, common interests, lines of communication, and a commitment to cooperative problem solving.

13.5. **Owner's Representative.** Owner designates the individual listed below as its representative, which individual has the authority and responsibility for avoiding and resolving disputes under this Contract. (Identify individual's name, title, address and telephone numbers)

City of Peoria, Materials Management
Dan Zenko, Materials Management Supervisor
9875 N. 85th Ave – 2nd Floor
Peoria, AZ 85345

13.6. **Job Order Contractor's Representative.** Job Order Contractor designates the individual listed below as its representative, which individual has the authority and responsibility for avoiding and resolving disputes under this Contract. (Identify individual's name, title, address and telephone numbers)

JR Filanc Construction Company
David Kiess, Vice President
2928 North 35th Avenue, Suite 2
Phoenix, AZ 85017
(602) 544-3600

13.7. **Owner's Resolution.** Any dispute which is not disposed of by agreement will be decided by the Owner, who will reduce its decision to writing and mail or otherwise furnish a copy thereof to the Job Order Contractor. Any dispute not finally resolved under this *§ 13* may be brought before the state courts of the State of Arizona and adjudicated in accordance with the laws of Arizona.

14. TERMINATION AND DEFAULT

14.1. **Termination for Convenience.** Owner may terminate performance of the Work under this Contract in whole or, from time to time, in part if Owner determines that termination is in Owner's interest. Owner shall effect such termination by delivering to Job Order Contractor a Notice of Termination specifying the extent of termination and the effective date.

14.2. **Notice of Termination.** After receipt of a Notice of Termination, and except as directed by Owner, Job Order Contractor shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due under this *§ 14*:

14.2.1. Stop work as specified in the notice;

14.2.2. Place no further subcontracts or orders (referred to as subcontracts in this *§ 14*) for materials, services or facilities, except as necessary to complete any Work not terminated;

14.2.3. Assign to Owner, if directed by Owner, all right, title, and interest of Job Order Contractor under the subcontracts to the extent they relate to the Work terminated, in which case Owner shall have the right to settle or to pay any termination settlement proposal arising out of those terminations, or with approval or ratification to the extent required by Owner, settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts, the approval or ratification of which will be final for purposes of this *§ 14*;

14.2.4. As directed by Owner, transfer title and deliver to Owner:

14.2.4.1. The fabricated or unfabricated parts, Work in progress, completed Work, supplies, and other material produced or acquired for the Work terminated;

14.2.4.2. The completed or partially completed plans, drawings, information, and other property that, if the Contract had been completed, would be required to be furnished to Owner;

14.2.5. Complete performance of the Work not terminated;

14.2.6. Take any action that may be necessary, or that Owner may direct, for the protection and preservation of the property related to this Contract that is in the possession of Job Order Contractor and in which Owner has or may acquire an interest; and

14.2.7. Use its best efforts to sell, as directed or authorized by Owner, any property of the types referred to in *§ 14.2.3* above; provided, however, that Job Order Contractor is not required to extend credit to any purchaser and may acquire the property under the conditions prescribed by, and at prices approved by, Owner. The proceeds of any transfer or disposition will be applied to reduce any payments to be made by Owner under the Contract, credited to the price or cost of the Work, or paid in any other manner directed by Owner.

14.3. **Final Termination Settlement Proposal.** After termination, Job Order Contractor shall submit a final termination settlement proposal to Owner in the form and with the certification prescribed by Owner. Job Order Contractor shall submit the proposal promptly, but no later than one year from the effective date of termination.

14.4. **Owner Payment.** Job Order Contractor and Owner may agree upon the whole or any part of the amount to be paid because of the termination. The amount will include a reasonable allowance for profit on work done. The Contract shall be amended, and Job Order Contractor paid the agreed amount.

14.4.1. If Job Order Contractor and Owner fail to agree on the whole amount to be paid Job Order Contractor because of the termination of work, Owner shall pay Job Order Contractor the amounts determined as follows, but without duplication of any amounts agreed upon under *§ 14.4* above:

14.4.1.1. For Work performed before the effective date of termination, the total (without duplication of any items) of:

14.4.1.1.1. The cost of this Work;

14.4.1.1.2. The cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the Contract if not included in *§ 14.4.1.1.1.* above; and

14.4.1.1.3. A markup, including overhead and profit, on *§ 14.4.1.1.1.* above as is determined for pricing changes.

14.4.1.2. The reasonable costs of settlement of the Work terminated, including:

14.4.1.2.1. Accounting, legal, clerical, and other expenses reasonably necessary for the preparation of termination settlement proposals and supporting data;

14.4.1.2.2. The termination and settlement of subcontracts (excluding the amounts of such settlements); and

14.4.1.2.3. Storage, transportation, and other costs incurred, reasonably necessary for the preservation, protection, or disposition of the termination inventory.

14.5. **Destroyed, Lost, Stolen or Damaged Property.** Except for normal spoilage, and except to the extent that Owner expressly assumed the risk of loss, Owner shall exclude from the amounts payable to Job Order Contractor under Subparagraph 14.4.1 above, the fair value, as determined by Owner, of property that is destroyed, lost, stolen, or damaged so as to become undeliverable to Owner or to a buyer.

14.6. **Amount Due Job Order Contractor.** In arriving at the amount due Job Order Contractor under this *§ 14*, there shall be deducted:

14.6.1. All unliquidated advances or other payments to Job Order Contractor under the terminated portion of the Job Order;

14.6.2. Any claim which Owner has against Job Order Contractor under the Contract; and

14.6.3. The agreed price for, or the proceeds of sale of, materials, supplies, or other things acquired by Job Order Contractor or sold under the provisions of this *§ 14* and not recovered by or credited to Owner.

14.7. Partial Termination. If the termination is partial, Job Order Contractor may file a proposal with Owner for an equitable adjustment of the price(s) of the continued portion of any Job Order. Any proposal by Job Order Contractor for an equitable adjustment under this *§ 14* shall be requested within ninety (90) calendar days from the effective date of termination unless extended in writing by Owner. Owner may, under the terms and conditions it prescribes, make partial payments and payments against costs incurred by Job Order Contractor of the terminated portion of any Job Order, if Owner believes the total of these payments will not exceed the amount to which Job Order Contractor will be entitled.

14.8. Excess Payments. If the total payments exceed the amount finally determined to be due, Job Order Contractor shall repay the excess to Owner upon demand.

14.9. Job Order Contractor Records. Unless otherwise provided in this Contract or by statute, Job Order Contractor shall maintain all records and documents relating to the terminated portion of this Contract for three (3) years after final settlement. This includes all books and other evidence bearing on Job Order Contractor's costs and expenses under this Contract. Job Order Contractor shall make these records and documents available to Owner, at Job Order Contractor's office, at all reasonable times, without cost. If approved by Owner, photographs, microphotographs, or other authentic reproductions may be maintained instead of original records and documents.

14.10. Default. If Job Order Contractor refuses or fails to prosecute the Work, or any separable part, with the diligence that will ensure its completion within the time specified in the Job Order including any extension, or fails to complete the Work within this time, Owner may terminate the Job Order Contractor's right to proceed with the Work (or separable part of the Work), upon thirty (30) days written notice to the Job Order Contractor. In this event, Owner may take over the Work and complete it by Contract or otherwise and may take possession of and use any materials, appliances, and plant on the site necessary for completing the Work.

14.11. Job Order Contractor's Right to Proceed. Job Order Contractor's right to proceed shall not be terminated under this *§ 14*, if:

14.11.1. The delay in completing the Work arises from unforeseeable causes beyond the control and without the fault or negligence of Job Order Contractor. Examples of such causes include: acts of God or of the public enemy, acts of Owner in its Contractual capacity, acts of another contractor in the performance of a Contract with Owner, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather (The basis used to define normal weather will be data showing high and low temperatures, precipitation, and number of days of severe weather in the city closest to the site for the previous ten (10) years, as compiled by the United States Department of Commerce National Weather Service.), or delays of subcontractors or suppliers at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both Job Order Contractor and the subcontractors or suppliers; and

14.11.2. Job Order Contractor, within 30 calendar days from the beginning of any such delay (unless extended by Owner), notifies Owner in writing of the causes of delay. The Owner shall ascertain the facts and the extent of delay. If, in the judgment of Owner, the findings of fact warrant such action, the time for completing the Work shall be extended. The findings of Owner shall be final and conclusive on the parties, but subject to appeal and review under *§ 13*.

14.12. Owner's Right to Terminate. The rights and remedies of Owner in this *§ 14* are in addition to any other rights and remedies provided by law or under this Contract.

14.13. Owner and Job Order Contractor Rights. If, after termination of Job Order Contractor's right to proceed, it is determined that Job Order Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of Owner.

14.14. Liquidated Damages. Liquidated Damages shall be assessed for each calendar of delay. Liquidated Damages shall be per MAG Specs, Section 108.9 per day for each calendar day of delay. If the contract is not terminated, the contractor shall continue performance and be liable to the Owner for the liquidated damages until the products are delivered or services performed. In the event the City exercises its right of termination, the contractor shall be liable to the Owner for any excess costs, and in addition, for liquidated damages until such time the Owner may reasonably obtain delivery or performance of similar supplies or services.

14.15. Immigration Act. Contractor understands and acknowledges the applicability to Contractor of the Immigration Reform and Control Act of 1986 (IRCA). Contractor agrees to comply with the IRCA in performing under this contract and to permit City inspection of personnel records to verify such compliance.

15. WARRANTY OF CONSTRUCTION

15.1. Applicable Warranties. In addition to any other warranties in any Job Orders, Job Order Contractor warrants, except as provided in *§ 15.10*, that work performed conforms to the Job Order requirements and is free of any defect in equipment, material or design furnished, or workmanship performed by Job Order Contractor or any of its subcontractors or suppliers at any tier.

15.2. Warranty Duration. This warranty shall continue for a period of one (1) year from the date of final acceptance of the Work. If Owner takes possession of any part of the Work before final acceptance, this warranty shall continue for a period of one (1) year from the date possession is taken.

15.3. Job Order Contractor Corrective Work. Job Order Contractor shall remedy at Job Order Contractor's expense any failure of the Work to conform to the plans and specifications, or any construction defect. In addition, the Job Order Contractor shall remedy at Job Order Contractor's expense any damage to Owner's real or personal property, when that damage is the result of:

15.3.1. Job Order Contractor's failure to conform to requirements; or

15.3.2. Any defect of equipment, material, workmanship, or design furnished by the Job Order Contractor.

15.4. Job Order Contractor Restoration. Job Order Contractor shall restore any work damaged in fulfilling the terms and conditions of this *§ 15*. Job Order Contractor's warranty with respect to work repaired or replaced will run for one (1) year from the date of repair or replacement.

15.5. Owner Notification. Owner shall notify Job Order Contractor, in writing, within a reasonable time after the discovery of any failure, defect, or damage.

15.6. Failure to Correct Work. If Job Order Contractor fails to remedy any failure, defect, or damage within ten (10) days after receipt of notice, Owner shall have the right to replace, repair, or otherwise remedy the failure, defect or damage at Job Order Contractor's expense.

15.7. Subcontractor and Supplier Warranties. With respect to all warranties, expressed or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished for Job Orders issued under this Contract, Job Order Contractor shall:

15.7.1. Obtain all warranties required by the Job Order;

15.7.2. Require all warranties to be executed, in writing, for the benefit of Owner; and

15.7.3. Enforce all warranties for the benefit of Owner.

15.8. **Owner Remedy.** In the event Job Order Contractor's warranty under *§ 15.2* has expired, Owner may bring suit at its expense to enforce a subcontractor's, manufacturer's, or supplier's warranty.

15.9. **Owner Furnished Material or Design.** Unless a defect is caused by the negligence of Job Order Contractor or subcontractor or supplier at any tier, Job Order Contractor shall not be liable for the repair of any defects of material or design furnished by Owner or for the repair of any damage that results from any defect in Owner-furnished material or design.

15.10. **Pre-Existing Work.** Job Order Contractor is not responsible for and does not warranty pre-existing work or facilities that may be assigned to Job Order Contractor except as modified by the Job Order.

15.11. **Owner's Rights.** This warranty shall not limit Owner's rights under *§ 8* of this Contract with respect to latent defects, gross mistakes, or fraud.

16. STANDARD TERMS AND CONDITIONS

16.1. **Contract Order of Precedence.** In the event of an inconsistency between provisions of this Contract, the inconsistency shall be resolved by giving precedence in the following order:

16.1.1. Contract Modifications, if any;

16.1.2. This Contract, including Attachments;

16.1.3. Job Orders;

16.1.4. Drawings; and

16.1.5. Specifications.

16.2. **Certification.** By signature in the Offer section of the Offer and Contract Award page the Job Order Contractor certifies:

16.2.1. The submission of the offer did not involve collusion or other anti-competitive practices.

16.2.2. The Job Order Contractor shall not discriminate against any employee or applicant for employment.

16.2.3. The Job Order Contractor has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip favor, or service to a public servant in connection with the submitted offer. Failure to sign the offer, or signing it with a false statement, shall void the submitted offer or any resulting contracts, and the vendor may be debarred.

16.2.4. The Job Order Contractor is licensed to perform the Work pursuant to Arizona Revised Statutes Title 32, Chapter 10.

16.3. **Bribes and Kick-Backs.** The Job Order Contractor shall not by any means:

16.3.1. Induce any person or entity employed in the construction of the Project to give up any part of the compensation to which that person or entity is entitled;

16.3.2. Confer on any governmental, public or quasi-public official having any authority or influence over the Project, any payment, loan subscription, advance, deposit of money, services or anything of value, present or promised;

16.3.3. Offer nor accept any bribes or kick-backs in connection with the Project from or to any individual or entity, including any of its trade contractors, subcontractors, consultants, suppliers or manufacturers of Project goods and materials; or,

16.3.4. Without the express written permission of the Owner, call for or by exclusion require or recommend the use of any subcontractor, consultant, product, material, equipment, system, process or procedure in which the Job Order Contractor has a direct or indirect proprietary or other pecuniary interest.

16.4. **Applicable Law.** In the performance of this agreement, contractors shall abide by and conform to any and all laws of the United States, State of Arizona and City of Peoria including but not limited to federal and state executive orders providing for equal employment and procurement opportunities, the Federal Occupational Safety and Health Act and any other federal or state laws applicable to this agreement.

Contractor specifically understands and acknowledges the applicability to it of the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986, and the Drug Free Workplace Act of 1989. In addition, if this agreement pertains to construction, Contractor must also comply with A.R.S. § 34-301, as amended (Employment of Aliens on Public Works Prohibited) and A.R.S. § 34-302, as amended (Residence Requirements for Employees).

Under the provisions of A.R.S. § 41-4401, Contractor hereby warrants to the City that Contractor and each of its subcontractors ("Subcontractors") will comply with, and are contractually obligated to comply with, all Federal immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A) (hereinafter, "Contractor Immigration Warranty").

A breach of the Contractor Immigration Warranty shall constitute a material breach of this agreement and shall subject Contractor to penalties up to and including termination of this agreement at the sole discretion of the City. The City may, at its sole discretion, conduct random verification of the employment records of Contractor and any Subcontractors to ensure compliance with the Contractor Immigration Warranty. Contractor agrees to assist the City in regard to any random verifications performed.

Neither Contractor nor any Subcontractor shall be deemed to have materially breached the Contractor Immigration Warranty if Contractor or the Subcontractor establishes that it has complied with the employment verification provisions prescribed by §§ 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. §23-214(A).

The provisions of this Paragraph must be included in any contract Contractor enters into with any Subcontractors who provide services under this agreement or any subcontract. "Services" is defined as furnishing labor, time or effort in the State of Arizona by a contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

Contractor warrants, for the term of this agreement and for six months thereafter, that is has fully complied with the requirements of the Immigration Reform and Control Act of 1986 and all related or similar legal authorities.

This contract shall be governed by the City and Contractor shall have all remedies afforded each by the Uniform Commercial Code, as adopted in the State of Arizona, except as otherwise provided in this contract or in statutes pertaining specifically to the City. This contract shall be governed by the laws of the State of Arizona and suit pertaining to this contract may be brought only in courts in the State of Arizona.

This contract is subject to the provisions of ARS §38-511; the City may cancel this contract without penalty or further obligations by the City or any of its departments or agencies if any person

significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the City or any of its departments or agencies, is at any time while the contract or any extension of the contract is in effect, an employee of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract..

16.4.1. Job Order Contractor warrants, for the term of this agreement and for six months thereafter, that is has fully complied with the requirements of the Immigration Reform and Control Act of 1986 and all related or similar legal authorities.

16.4.2. This contract shall be governed by the Owner. City and Job Order Contractor shall have all remedies afforded each by the Uniform Commercial Code, as adopted in the State of Arizona, except as otherwise provided in this contract or in statutes pertaining specifically to the Owner. This contract shall be governed by the laws of the State of Arizona. Any lawsuit pertaining to this contract may be brought only in courts in the State of Arizona.

16.4.3. This contract is subject to the provisions of ARS § 38-511; the Owner may cancel this contract without penalty or further obligations by the Owner or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the Owner or any of its departments or agencies, is at any time while the contract or any extension of the contract is in effect, an employee of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract.

16.5. Legal Remedies.: All claims and controversies shall be subject to resolution according to the terms of the City of Peoria Procurement Code.

16.6. Contract: The contract between the Owner and the Job Order Contractor shall consist of (1) the Solicitation, including instructions, all terms and conditions, specifications, scopes of work, attachments, price sheet(s) and any amendments thereto, and (2) the offer submitted by the Job Order Contractor in response to the solicitation. In the event of a conflict in language between the Solicitation and the Offer, the provisions and requirements in the Solicitation shall govern. However, the Owner reserves the right to clarify, in writing, any contractual terms with the concurrence of the Job Order Contractor, and such written contract shall govern in case of conflict with the applicable requirements stated in the Solicitation or the Vendor's offer. The Solicitation shall govern in all other matters not affected by the written contract.

16.7. Contract Amendments: This contract may be modified only by a written Contract Amendment signed by persons duly authorized to enter into contracts on behalf of the Owner and the Job Order Contractor.

16.8. Contract Applicability: The Offeror shall substantially conform to the terms, conditions, specifications and other requirements found within the text of this Solicitation. All previous agreements, contracts, or other documents, which have been executed between the Offeror and the Owner are not applicable to this Solicitation or any resultant contract.

16.9. Severability. The provisions of this contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the contract which may remain in effect without the invalid provision or application.

16.10. Relationship to Parties. It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. The Job Order Contractor is advised that taxes or Social Security payments will not be withheld from any City payments issued hereunder and that the Job Order Contractor should make arrangements to directly pay such expenses, if any.

16.11. **No Delegation or Assignment.-** Contractor shall not delegate any duty under this Contract, and no right or interest in this Contract shall be assigned by Contractor to any successor entity or third party, including but not limited to an affiliated successor or purchaser of Contractor or its assets, without prior written permission of the City. The City, at its option, may cancel this Contract in the event Contractor undertakes a delegation or assignment without first obtaining the City's written approval. Contractor agrees and acknowledges that it would not be unreasonable for the City to decline to approve a delegation or assignment that results in a material change to the services provided under this Contract or an increased cost to the City.

16.12. **Job Order Contractor/Supplier Contract.** The Job Order Contractor shall enter into written contracts with its subcontractor(s) and supplier(s), if any, and those written contracts shall be consistent with this Contract for Construction. It is the intent of the Owner and the Job Order Contractor that the obligations of the Job Order Contractor's subcontractor(s) and supplier(s), if any, inure to the benefit of the Owner and the Job Order Contractor, and that the Owner be a third-party beneficiary of the Job Order Contractor's agreements with its subcontractor(s) and supplier(s).

16.12.1. The Job Order Contractor shall make available to each subcontractor and supplier, if any, prior to the execution of written contracts with any of them, a copy of the pertinent portions of this Contract for Construction, including those portions of the Construction documents to which the subcontractor or supplier will be bound, and shall require that each subcontractor and supplier shall similarly make copies of applicable parts of such documents available to its respective subcontractor(s) and supplier(s).

16.12.2. The Job Order Contractor shall engage each of its subcontractor(s) and supplier(s) with written contracts which preserve and protect the rights of the Owner and include the acknowledgment and agreement of each subcontractor or supplier that the Owner is a third-party beneficiary of the contract. The Job Order Contractor's agreements with its subcontractor(s) and supplier(s) shall require that in the event of default under, or termination of, this Contract for Construction, and upon request of the Owner, the Job Order Contractor's subcontractor(s) and supplier(s) will perform services for the Owner.

16.12.3. The Job Order Contractor shall include in its agreements with its subcontractor(s) and supplier(s) a provision which contains the acknowledgment and agreement of the subcontractor or supplier that it has received and reviewed the applicable terms, conditions and requirements of this Contract for Construction that are included by reference in its written contract with the Job Order Contractor, and that it will abide by those terms, conditions and requirements.

16.13. **Rights and Remedies.** No provision in this document or in the vendor's offer shall be construed, expressly or by implication, as waiver by the Owner of any existing or future right and/or remedy available by law in the event of any claim of default or breach of contract. The failure of the Owner to insist upon the strict performance of any term or condition of the contract or to exercise or delay the exercise of any right or remedy provided in the contract, or by law, or the Owner's acceptance of and payment for materials or services, shall not release the Job Order Contractor from any responsibilities or obligations imposed by this contract or by law, and shall not be deemed a waiver of any right of the Owner to insist upon the strict performance of the Contract.

16.14. **Overcharges By Antitrust Violations.** The Owner maintains that, in practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Job Order Contractor hereby assigns to the Owner any and all claims for such overcharges as to the goods and services used to fulfill the Contract.

16.15. **Force Majeure.** Except for payment for sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force Majeure.

16.15.1. The term *"force majeure"* means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God: acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; floods; lockouts, injunctions-intervention-acts, or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence. The force majeure shall be deemed to commence when the party declaring force majeure notifies the other party of the existence of the force majeure and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with this Contract.

16.15.2. Force majeure shall not include the following occurrences: late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, or similar occurrences; late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this Force Majeure term and Condition; or any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure. If either party is delayed at any time in the progress of the work by force majeure, then the delayed party shall notify the other party in writing of such delay within forty-eight (48) hours commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be hand delivered or mailed *Certified-Return Receipt* and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing. The time of completion shall be extended by contract modification for a period of time equal to the time that the results or effects of such delay prevent the delayed party from performing in accordance with this contract.

16.16. **Right To Assurance.** Whenever one party to this contract in good faith has reason to question the other party's intent to perform he may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the Contract.

16.17. **Right To Audit Records.** The City may, at reasonable times and places, audit the books and records of any Contractor as related to any contract held with the City. This right to audit also empowers the City to inspect the papers of any Contractor or Subcontractor employee who works on this contract to ensure that the Contractor or Subcontractor is complying with the Contractor Immigration Warranty made pursuant to Paragraph 16.4 above.

16.18. **Warranties.** Job Order Contractor warrants that all material, service or construction delivered under this contract shall conform to the specifications of this contract. Unless otherwise stated in Job Order Contractor's response, the Owner is responsible for selecting items, their use, and the results obtained from any other items used with the items furnished under this contract. Mere receipt of shipment of the material/service specified and any inspection incidental thereto by the Owner shall not alter or affect the obligations of the Job Order Contractor or the rights of the Owner under the foregoing warranties. Additional warranty requirements may be set forth in the solicitation.

16.19. **Inspection.** All material and/or services are subject to inspection and acceptance by the Owner. Materials and/or services failing to conform to the specifications of this Contract will be held at Job Order Contractor's risk and may be returned to the Job Order Contractor. If so returned, all costs are the responsibility of the Job Order Contractor. The Owner may elect to do any or all of the following:

16.19.1. Waive the non-conformance.

16.19.2. Stop the work immediately.

16.19.3. Bring material into compliance.

16.19.4. This shall be accomplished by a written determination from the Owner.

16.20. Title and Risk of Loss. The title and risk of loss of material and/or service shall not pass to the Owner until the Owner actually receives the material or service at the point of delivery, unless otherwise provided within this Contract.

16.21. No Replacement of Defective Tender. Every tender of materials shall fully comply with all provisions of the Contract. If a tender is made which does not fully conform, this shall constitute a breach of the Contract as a whole.

16.22. Shipment Under Reservation Prohibited. Job Order Contractor is not authorized to ship materials under reservation and no tender of a bill of lading will operate as a tender of the materials.

16.23. Liens. All materials, service or construction shall be free of all liens, and if the Owner requests, a formal release of all liens shall be delivered to the Owner.

16.24. Licenses. shall maintain in current status, all Federal, State and Local licenses and created under this contract are the property of the Owner and shall not be used or released by the Job Order Contractor or any other person except with the prior written permission of the Owner.

16.25. Patents and Copyrights. All services, information, computer program elements, reports and other deliverables, which may be patented or copyrighted and created under this contract are the property of the Owner and shall not be used or released by the Job Order Contractor or any other person except with the prior written permission of the Owner.

16.26. Cost of Bid/Proposal Preparation. The Owner shall not reimburse the cost of developing presenting or providing any response to this solicitation. Offers submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner.

16.27. Public Records. All offers submitted in response to this solicitation shall become the property of the City and shall become a matter of public record available for review, subsequent to the award notification, in accordance with the City's Procurement Code. However, subsequent to the award of the contract, any information and documents obtained by the City during the course of an audit conducted in accordance with Paragraph 16.17 above for the purpose of determining compliance by Contractor or a Subcontractor with the Contractor Immigration Warranty mandated by Paragraph 16.4 above shall remain confidential and shall not be made available for public review or produced in response to a public records request, unless the City is ordered or otherwise directed to do so by a court of competent jurisdiction.

16.28. Advertising. Job Order Contractor shall not advertise or publish information concerning this Contract, without prior written consent of the Owner.

16.29. Delivery Orders. The Owner shall issue a Purchase Order for the material and/or services covered by this contract. All such documents shall reference the contract number as indicated on the signature page of the contract

16.30. Prohibited Lobbying Activities. The Offeror, his/her agent or representative shall not contact, orally or in any written form any City elected official or any City employee other than the Materials Management Division, the procuring department, City Manager, Deputy City Manager or City Attorney's office (for legal issues only) regarding the contents of this solicitation or the solicitation process commencing from receipt of a copy of this request for proposals and ending upon submission of a staff report for placement on a City Council agenda. The Materials Manager shall disqualify an Offeror's proposal for violation of this provision. This provision shall not prohibit an Offeror from petitioning an elected official after submission of a staff report for placement on a City Council agenda or engaging in any other protected first amendment activity after submission of a staff report for placement on a City Council agenda.

16.31. Prohibited Political Contributions. Contractor during the term of this Agreement shall not make a contribution reportable under Title 16, Chapter 6, Article 1, Arizona Revised Statutes to a candidate or candidate committee for any city elective office during the term of this Agreement. The City reserves the right to terminate the Agreement without penalty for any violation of this provision.

16.32. A.R.S. Title 34 Provisions.

16.32.1. The maximum dollar amount of an individual job order shall be Three Million Dollars ($3,000,000) or such higher or lower amount prescribed by the Owner in an action notice pursuant to A.R.S. title 38, chapter 3, article 3.1 or a rule adopted by the Owner as the maximum amount of an individual job order. Requirements shall not be artificially divided or fragmented in order to constitute a job order that satisfies this requirement.

16.32.2. If the Job Order Contractor subcontracts or intends to subcontract part or all of the work under a job order and if this contract includes descriptions of standard individual tasks, standard unit prices for standard individual tasks and pricing of job orders based on the number of units of standard individual tasks in the job order, then:

16.32.2.1. The Job Order Contractor has a duty to deliver promptly to each subcontractor invited to bid a coefficient to the Job Order Contractor to do all or part of the work under one or more job orders:

16.32.2.1.1. A copy of the descriptions of all standard individual tasks on which the subcontractor is invited to bid.

16.32.2.1.2. A copy of the standard unit prices for the individual tasks on which the subcontractor is invited to bid.

16.32.2.2. If not previously delivered to the subcontractor, the Job Order Contractor has a duty to deliver promptly the following to each subcontractor invited to or that has agreed to do any of the work included in any job order:

16.32.2.2.1. A copy of the description of each standard individual task that is included in the job order and that the subcontractor is invited to perform.

16.32.2.2.2. The number of units of each standard individual task that is included in the job order and that the subcontractor is invited to perform.

16.32.2.2.3. The standard unit price for each standard individual task that is included in the job order and that the subcontractor is invited to perform.

16.32.3. The Owner will include the full street or physical address of each separate location at which the construction will be performed for each individual Job Order. The Job Order Contractor (and on behalf of each subcontractor at any level) hereby agrees to include in each of its subcontracts the same address information. The Job Order Contractor and each subcontractor at any level shall include in each subcontract the full street or physical address of each separate location at which construction work will be performed.

16.33. Funding. Any contract entered into by the Owner of Peoria is subject to funding availability. Fiscal years for the Owner of Peoria are July 1 to June 30. The Owner Council approves all budget requests. If a specific funding request is not approved, the contract shall be terminated.

16.34. Federal Funding. It is the responsibility of the Contractor to determine on any job order project if federal wage rates apply. It is also the responsibility of the Contractor to incorporate any necessary amounts in the bid to accommodate for required federal record keeping and necessary pay structures. The Contractor should contact the City of Peoria regarding any applicable Davis Bacon wage rates.

16.35. Standard Federal Provisions. This section applies to Job Orders funded with federal monies. All recipients and subrecipients of federal funding are required to comply with all federal and state laws, rules, and regulations and therefore must ensure that their contractors also comply with all federal and state laws, rules, and regulations conditions. The following provisions are incorporated into the contract for compliance with any federal funding that might be awarded pertaining to a specific Job Order.

16.35.1. Compliance with Civil Rights Act of 1964. During the performance of this contract, the contractor agrees to comply with the following: (i) Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352, 42 U.S.C. Sec. 2000d), (ii) the Rehabilitation Act of 1973 (Pub. L. 93-1123, 87 Stat. 355, 29 U.S.C. Sec. 794), (iii) the Age Discrimination Act of 1975 (Pub. L. 94-135 Sec. 303, 89 Stat. 713, 728, 42 U.S.C. Sec. 6102), (iv) Section 13 of the Federal Water Pollution Control Act (Pub. L. 92-500, 33 U.S.C. Sec. 1251), and subsequent regulations, ensures access to facilities or programs regardless of race, color, national origin, sex, age or handicap.

16.35.2. Termination for convenience (43 CFR § 12.84). Except as provided in §12.83 awards may be terminated in whole or in part only as follows: (a) By the awarding agency with the consent of the grantee or subgrantee in which case the two parties shall agree upon the termination conditions, including the effective date and in the case of partial termination, the portion to be terminated, or (b) By the grantee or subgrantee upon written notification to the awarding agency, setting forth the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. However, if, in the case of a partial termination, the awarding agency determines that the remaining portion of the award will not accomplish the purposes for which the award was made, the awarding agency may terminate the award in its entirety under either §12.83 or paragraph (a) of this section.

16.35.3. Equal Employment Opportunity (41 CFR § 60-1.4). During the performance of this contract, the contractor agrees as follows:(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin. (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor. (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders. (6) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order

11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law. (7) the contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

16.35.4. **Compliance with Copeland Act Requirements.** The Contractor shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to the Federal awarding agency.

16.35.5. **Use of American Iron, Steel, and Manufactured Goods.** The Contractor hereby represents and warrants to and for the benefit of the City (Purchaser) and the State that (a) the Contractor has reviewed and understands the Buy American Requirements, (b) all of the iron, steel, and manufactured goods used in the project will be and/or have been produced in the United States in a manner that complies with the Buy American Requirements, unless a waiver of the requirements is approved, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the Buy American Requirements, as may be requested by the Purchaser or the State. Notwithstanding any other provision of this contract, any failure to comply with this paragraph by the Contractor shall permit the Purchaser or State to recover as damages against the Contractor any loss, expense or cost (including without limitation attorney's fees) incurred by the Purchaser or State resulting from any such failure (including without limitation any impairment or loss of funding, whetherin whole or in part, from the State or any damages owed to the State by the Purchaser). While the Contractor has no direct contractual privity with the State, as a lender to the Purchaser for the funding of its project, the Purchaser and the Contractor agree that the State is a third-party beneficiary and neither this paragraph (nor any other provision of this contract necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the State.

16.35.6. **Compliance with Davis-Bacon Act.** Contractor shall comply with the Davis Bacon Act (40 U.S.C. §276a-276a-7) as Supplemented by Department of Labor regulations (29 CFR Part 5): All laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and the through the Federal Government shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the United States Secretary of Labor in accordance with subchapter IV of chapter 31 of Title 40, United States Code. In addition, all covered contracts shall include the standard contract clauses regarding prevailing wages and benefits included in the United States Department of Labor regulations found at 29 Code of Federal Regulations ("CFR") § 5.5, which are incorporated by reference in this contract. The contractor shall comply with the requirements of 29 CFR Part 3, which are also incorporated by reference in this Contract. The contractor or subcontractors shall insert in any subcontracts the clauses contained in 29 CFR § 5.5(a) (1) through (10) and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR § 5.5. A breach of the contract clauses in 29 CFR § 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR § 5.12. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract. Disputes

arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the United States Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the City, the State of Arizona ("State"), the United States Department of Labor, or their employees or their representatives. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR § 5.12(a)(1). No part of this contract shall be subcontracted to any person or firm ineligible for award of a government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR § 5.12(a)(1).

16.35.7. Contract Work Hours and Safety Standards Act - Overtime Compensation. (a) *Overtime requirements*. No Contractor or subcontractor employing laborers or mechanics (see Federal Acquisition Regulation 22.300) shall require or permit them to work over 40 hours in any workweek unless they are paid at least 1 and 1/2 times the basic rate of pay for each hour worked over 40 hours. b) *Violation; liability for unpaid wages; liquidated damages*. The responsible Contractor and subcontractor are liable for unpaid wages if they violate the terms in paragraph (a) of this clause. In addition, the Contractor and subcontractor are liable for liquidated damages payable to the Government. The Contracting Officer will assess liquidated damages at the rate of $10 per affected employee for each calendar day on which the employer required or permitted the employee to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the Contract Work Hours and Safety Standards Act. (c) *Withholding for unpaid wages and liquidated damages*. The Contracting Officer will withhold from payments due under the contract sufficient funds required to satisfy any Contractor or subcontractor liabilities for unpaid wages and liquidated damages. If amounts withheld under the contract are insufficient to satisfy Contractor or subcontractor liabilities, the Contracting Officer will withhold payments from other Federal or Federally assisted contracts held by the same Contractor that are subject to the Contract Work Hours and Safety Standards Act. (d) *Payrolls and basic records.* (1) The Contractor and its subcontractors shall maintain payrolls and basic payroll records for all laborers and mechanics working on the contract during the contract and shall make them available to the Government until 3 years after contract completion. The records shall contain the name and address of each employee, social security number, labor classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. The records need not duplicate those required for construction work by Department of Labor regulations at 29 CFR 5.5(a)(3) implementing the Davis-Bacon Act. (2) The Contractor and its subcontractors shall allow authorized representatives of the Contracting Officer or the Department of Labor to inspect, copy, or transcribe records maintained under paragraph (d)(1) of this clause. The Contractor or subcontractor also shall allow authorized representatives of the Contracting Officer or Department of Labor to interview employees in the workplace during working hours. (e) *Subcontracts*. The Contractor shall insert the provisions set forth in paragraphs (a) through (d) of this clause in subcontracts may require or involve the employment of laborers and mechanics and require subcontractors to include these provisions in any such lower-tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the provisions set forth in paragraphs (a) through (d) of this clause.

16.35.8. Patent Rights (43 CFR Part 12). Contractor shall comply with federal requirements (CFR 43, Part 12, Subpart C—Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract.

16.35.9. Copyrights (43 CFR § 12.74). The Federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes: (a) The copyright in any work developed under a grant, subgrant, or contract under a grant or subgrant; and (b) Any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.

16.35.10. Audit Practices (43 CFR Part 12). The contractor agrees access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

16.35.11. Retention of Records (43 CFR Part 12). The contractor agrees to retain all required records for three years after grantees or sub-grantees make final payments and all other pending matters are closed.

16.35.12. Clean Air Act, Clean Water Act, and EPA Regulations. Contractor shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

16.35.13. Energy Policy and Conservation Act. Contractor shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94–163, 89 Stat. 871).

16.35.14. Central Contractor Registration Required. (a) The Contractor is required to properly register and maintain an updated registration with the Central Contractor Registration (CCR), which is the primary Federal Government repository for contractor information required for the conduct of business with the Federal Government. The requirements for such registration are set forth in the Federal Acquisition Regulation (FAR), including the establishment of a "Data Universal Numberin g System (DUNS) number," the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities. (b) "Registered in the CCR database" means that – (1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database; and (2) The Federal Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS), and has marked the record "Active". The Contractor will be required to provide consent for TIN validation to the Government as a part of the CCR registration process. (c) The DUNS number will be used by the City to verify that the Contractor is registered in the CCR database. (d) If the Contractor does not become registered in the CCR database in the time prescribed by the City, the City will proceed to award the Contract to the next otherwise successful registered responding entity. (e) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the City's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this Contract and is not a substitute for a properly executed contractual document.

16.35.15. Reporting Requirements for Projects funded under the ARRA. (a) This Contract requires the Contractor to provide products and/or services that are funded under the ARRA. Section 1512(c) of the ARRA requires each contractor to report on its use of Recovery Act funds under this Contract. These reports will be made available to the public. (b) Reports from contractors for all work funded, in whole or in part, by the ARRA, and for which an invoice is submitted prior to June 30, 2009, are due no later than July 10, 2009. Thereafter, reports shall be submitted no later than the 10th day after the end of each calendar quarter. (c) The Contractor shall report the following information, using the online reporting tool available at www.FederalReporting.gov: (1) The City of Peoria contract and order number, as applicable. (2) The amount of ARRA funds invoiced by the Contractor for the reporting period. (3) A list of all significant services performed or supplies delivered, including construction, for which the Contractor invoiced in the calendar quarter. (4) Program or project title, if any. (5) A description of the overall purpose and expected outcomes or results of the Contract, including significant deliverables and, if appropriate, associated units of measure. (6) An assessment of the Contractor's progress towards the

completion of the overall purpose and expected outcomes or results of the Contract (*i.e.*, not started, less than 50 percent completed, completed 50 percent or more, or fully completed). This covers the Contract (or portion thereof) funded by the ARRA. (7) A narrative description of the employment impact of work funded by the ARRA. This narrative should be cumulative for each calendar quarter and only address the impact on the Contractor's workforce. At a minimum, the Contractor shall provide - (i) A brief description of the types of jobs created and jobs retained in the United States and outlying areas (see definition in Federal Acquisition Regulation (FAR) 2.101). This description may rely on job titles, broader labor categories, or the Contractor's existing practice for describing jobs as long as the terms used are widely understood and describe the general nature of the work; and (ii) An estimate of the number of jobs created and jobs retained by the prime contractor, in the United States and outlying areas. A job cannot be reported as both created and retained. (8) Names and total compensation of each of the five most highly compensated officers of the Contractor for the calendar year in which the Contract is awarded if – (i) In the Contractor's preceding fiscal year, the Contractor received – (A) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and (B) $25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and (ii) The public does not have access to information about the compensation of the senior executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (9) For subcontracts valued at less than $25,000 or any subcontracts awarded to an individual, or subcontracts awarded to a subcontractor that in the previous tax year had gross income under $300,000, the Contractor shall only report the aggregate number of such first tier subcontracts awarded in the quarter and their aggregate total dollar amount. (10) For any first-tier subcontract funded in whole or in part under the ARRA, that is over $25,000 and not subject to reporting under paragraph 9, the Contractor shall require the subcontractor to provide the information described in (i), (ix), (x), and (xi) below to the Contractor for the purposes of the quarterly report. The Contractor shall advise the subcontractor that the information will be made available to the public as required by Section 1512 of the ARRA. The Contractor shall provide detailed information on these first-tier subcontracts as follows: (i) Unique identifier (DUNS Number) for the subcontractor receiving the award and for the subcontractor's parent company, if the subcontractor has a parent company. (ii) Name of the subcontractor. (iii) Amount of the subcontract award. (iv) Date of the subcontract award. (v) The applicable North American Industry Classification System (NAICS) code. (vi) Funding agency. (vii) A description of the products or services (including construction) being provided under the subcontract, including the overall purpose and expected outcomes or results of the subcontract. (viii) Subcontract number (the contract number assigned by the prime contractor). (ix) Subcontractor's physical address including street address, city, state, and country. Also include the nine-digit zip code and congressional district if applicable. (x) Subcontract primary performance location including street address, city, state, and country. Also include the nine-digit zip code and congressional district if applicable. (xi) Names and total compensation of each of the subcontractor's five most highly compensated officers, for the calendar year in which the subcontract is awarded if – (A) In the subcontractor's preceding fiscal year, the subcontractor received – (1) 80 percent or more of its annual gross revenues in Federal contracts (and subcontracts), loans, grants (and subgrants), and cooperative agreements; and (2) $25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), and cooperative agreements; and (B) The public does not have access to information about the compensation of the senior executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986.

ATTACHMENTS

Attachment A	JOC General Scope of Services
Attachment B	SIQ & Contractor's Response
Attachment C	JOC Cost Proposal Forms (Pricing Matrix, Project Cost Sheet, Contractor's Labor Rates)
Attachment D	Contractor's Contacts (Contact List & Authorized Signature Form)

ATTACHMENT A
JOC General Scope of Services

1.0 GENERAL INFORMATION

This is a fixed price, indefinite quantity type Contract for the performance of a broad range of construction work on an as-needed basis as may be required by Owner. The specific work requirements will be identified in Job Orders to be issued by Owner.

2.0 DOCUMENTS

2.1 The currently applicable pricing structure contains pricing information for the Work to be accomplished in the pricing matrix specified. The Pricing matrix can only be updated at time of yearly contract renewal by mutually agreeable change order. Previously issued Job Orders and changes will not be retroactively repriced although any changes priced after receipt of an update will be priced by the updated version of the new pricing matrix.

2.2 The construction specifications in effect at Contract signing, and provided to the Job Order Contractor, shall be the specifications under this Contract.

3.0 WORK AUTHORIZATION

Any Work required under this Contract shall be authorized by issuance of formal, written Job Orders, as follows:

3.1 As the need exists (as determined by Owner) for performance under the terms of this Contract, Owner will notify Job Order Contractor of an existing requirement.

3.2 Upon the receipt of this notification, Job Order Contractor shall respond within two (2) working days, or as otherwise agreed, by:

3.2.1 Visiting the proposed site in the company of Owner, or;

3.2.2 Establishing contact with Owner to further define the scope of the requirement.

3.3 After mutual agreement on the scope of the individual requirement, Job Order Contractor shall then prepare a proposal for accomplishment of the task unless Job Order Contractor, in its sole discretion, elects not to undertake the Work. If the Work is declined, Job Order Contractor will so notify Owner in a timely manner.

3.4 The price matrix shall serve as the basis for establishing the value of the Work to be performed.

3.5 Job Order Contractor's proposal shall be submitted within ten (10) working days unless otherwise agreed.

3.6 Upon receipt of Job Order Contractor's proposal, Owner will review the proposal for completeness and will reach agreement with Job Order Contractor on pricing, schedule, and all other terms, prior to issuance of a Job Order.

3.7 In the event Owner does not issue a Job Order after receipt of Job Order Contractor's proposal, Owner is not obligated to reimburse Job Order Contractor for any costs incurred in the preparation of the proposal, except as noted in *§ 4.8*.

4.0 SCHEDULING OF WORK

4.1 For each Job Order, Owner will issue a Notice to Proceed. The first day of performance under a Job Order shall be the effective date specified in the Notice to Proceed. Any preliminary work started or material ordered or purchased before receipt of the Notice to Proceed shall be at the risk and expense of Job Order Contractor. Job Order Contractor shall diligently prosecute the Work to completion within the time set forth in the Job Order. The period of performance includes allowance for mobilization, holidays, weekend days, normal inclement weather, and cleanup. Therefore, claims for delay based on these elements will not be allowed. When Job Order Contractor considers the Work complete and ready for its intended use, Job Order Contractor shall request Owner to inspect the Work to determine the status of completion. When Owner determines the Work to be Punch List Prepared as defined in 1.7, Owner will provide Contractor with a list of items to be completed or corrected prior to final payment for the Job Order. Job Order Contractor shall proceed promptly to complete and correct items on the list.

4.2 Job placement of materials and equipment shall be made with a minimum of interference to Owner operations and personnel.

4.3 Furniture and portable office equipment in the immediate work area will be moved by Job Order Contractor and replaced to its original location. If the furniture and portable office equipment cannot be replaced to its original location, Owner will designate new locations. If furniture and portable office equipment (or other items) must be moved and/or stored outside the immediate area, Owner will compensate Job Order Contractor for any such transportation and storage costs incurred.

4.4 Job Order Contractor shall take all precautions to ensure that no damage will result from its operations to private or public property. All damages shall be repaired or replaced by Job Order Contractor at no cost to Owner.

4.5 Job Order Contractor shall be responsible for providing all necessary traffic control, such as street blockages, traffic cones, flagmen, etc., as required for each Job Order. Proposed traffic control methods shall be submitted to Owner for approval.

5.0 QUALITY ASSURANCE/QUALITY CONTROL PROGRAM

Job Order Contractor shall submit, for Owner approval, a Quality Assurance/Quality Control Plan within fifteen (15) calendar days after issuance of the initial Job Order. This plan should address all aspects of quality control including responsibility for surveillance of work, documentation, trend analysis, corrective action and interface with Owner's inspectors.

6.0 DESIGN

Job Order Contractor's duties under the Contract include the preparation of shop drawings or sketches necessary to permit orderly construction of Owner's design plans. Job Order Contractor agrees to provide detailed design drawings and plans if requested by Owner, with reimbursement included as part of the Job Order Contractor's proposal.

7.0 TEMPORARY SANITATION FACILITIES

The Contractor shall provide ample toilet facilities with proper enclosures for the use of workmen employed on the work site. Toilet facilities shall be installed and maintained in conformity with all applicable state and local laws, codes, regulations and ordinances. They shall be properly lit and ventilated, and kept clean at all times.

Adequate and satisfactory drinking water shall be provided at all times and under no circumstances and under no conditions will the use of common cups be permitted. The Contractor must supply sanitary drinking cups for the benefit of all employees.

7.1 DUST CONTROL AND WATER

The dust control measures shall be in accordance with the requirements of the *"Maricopa County Health Department Air Pollution Control Regulations,"* namely Regulation II, Rule 21, subparagraph C and Regulation III, Rule 310 shall be rigidly observed and enforced. Water or other approved dust palliative in sufficient quantities shall be applied during all phases of construction involving open earthwork to prevent unnecessary discharge of dust and dirt into the air. The Contractor shall be responsible for compliance with these regulations. A Notice to Proceed will not be issued until the City of Peoria has received a copy of the Contractor's Dust Control Permit and Plan.

The Contractor shall be required to obtain the necessary permit and all pertinent information from the Maricopa County Air Pollution Control Bureau, 2406 S. 24th Street #E-214, Phoenix, Arizona, (602) 506-6700 extension 372.

The Contractor shall keep suitable equipment on hand at the job site for maintaining dust control on the project streets, and shall employ sufficient labor, materials and equipment for that purpose at all times during the project to the satisfaction of the City Engineer.

Watering shall conform to the provisions of Section 225 of the MAG Standard Specifications. The cost of watering will be included in the price bid for the construction operation to which such watering is incidental or appurtenant.

Installation and removal of fire hydrant meters should be scheduled at least forty-eight (48) hours in advance through the City of Peoria Utilities Division at (623) 773-7160. A $1,000 deposit is required for each meter. An additional $28.00 service fee is also required. The cost of the water is at the prevailing rate.

7.2 Electricity:

Except for remote locations or unless otherwise specified in a Job Order, Owner shall furnish to Job Order Contractor from existing Owner facilities and without cost to Job Order Contractor, electricity necessary for the performance of work under this Contract. It is the responsibility of Job Order Contractor to determine the extent to which existing Owner electrical facilities are adequate for the needs of this Contract.

Upon completion of this Contract the removal of all taps, connections and accessories will be accomplished by and at the expense of Job Order Contractor, and costs included in the Job Order Proposal, so as to leave the electrical power source and facility in its original condition. Such removal shall also be subject to the approval of Owner.

8.0 WORK BY OWNER

Owner reserves the right to undertake or award Contracts for the performance of the same or similar type work contemplated herein, and to do so will not breach or otherwise violate the Contract.

ATTACHMENT B

SIQ & Contractor's Response

(See Attached)

	STATEMENT OF INTEREST AND QUALIFICATIONS Solicitation Number: **P13-0042**	**Materials Management Procurement** 9875 N. 85th Ave., 2nd Fl. Peoria, Arizona 85345-6560 Phone: (623) 773-7115 Fax: (623) 773-7118

REQUEST FOR STATEMENT OF INTEREST & QUALIFICATIONS

JOB ORDER CONTRACTING

for

WATER and WASTEWATER FACILITIES PROJECTS

P13-0042

Due Date: February 6, 2013, 5:00 PM Arizona Time

City of Peoria
Materials Management Division
Contact: Christine Finney
9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345
(623) 773-7115

STATEMENT OF INTEREST AND QUALIFICATIONS

Solicitation Number: **P13-0042**

Materials Management Procurement
9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
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JOB ORDER CONTRACTING
For
Water & Wastewater Facilities Projects

SECTION 1 - INTRODUCTION

1.1 Introduction

The City of Peoria Arizona is seeking experienced contractors to provide services as described below for various projects utilizing Job Order Contracting (JOC) project delivery. Job Order Contracting may include design services, pre-construction services, construction work, maintenance and as-built documents. The contract period will be for an initial term of one (1) year with no more than four (4) additional one-year extensions.

During the term of the contract, work shall be conducted as a series of individual job orders. Projects determined by the City to be appropriate for this Job Order Contract, the City will request that the Contractor prepare a scope of work, cost proposal and project schedule. If acceptable, the City will issue an Individual Job Order Agreement and direct the Contractor to proceed with the work. Although the City anticipates that awarded Contractors will be issued work, the Contractor is neither guaranteed a minimum amount of work nor any jobs at all. The City reserves the right and will issue job orders based on ability of the Contractor to meet the City's work schedule and the availability of trades and expertise in relation to each project.

1.2 Cooperative Purchasing

Any contract resulting from this solicitation shall be for the use of the City of Peoria. In addition, specific eligible political subdivisions and nonprofit educational or public health institutions may also participate at their discretion. In order to participate in any resultant contract, a political subdivision or nonprofit educational or public health institution must have been invited to participate in this specific solicitation and the contractor must be in agreement with the cooperative transaction. In addition to cooperative purchasing, any eligible agency may elect to participate (piggyback) on any resultant contract; the specific eligible political subdivision, nonprofit educational or public health institution and the contractor must be in agreement.

Any orders placed to the successful contractor will be placed by the specific agencies participating in this purchase. Payment for purchases made under this agreement will be the sole responsibility of each participating agency. The City shall not be responsible for any disputes arising out of transactions made by others.

1.3 Project Budget

The City of Peoria Capital Improvement Program identifies funding for projects in fiscal year 2013 and shows planned projects for the next ten years. A copy of the City's ten year CIP can be viewed at http://www.peoriaaz.gov/NewSecondary.aspx?id=54959. The approved 2013 budget is available to fund various projects utilizing the awarded JOC contract. Estimated value (combination of all projects) is between $5,000,000 and $6,000,000 in the first whole fiscal year (2014). Projects may extend into the next fiscal year and beyond but in no instance will any one project under this JOC exceed $3,000,000.

Materials Management
Procurement
9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

1.4 Project Schedule

The City of Peoria has elected to use the JOC delivery method for these projects as outlined under A.R.S. Title 34. Cost effective construction in the shortest possible time frame and within the City's tolerance of financial risk will be the guiding principles behind the various water and wastewater facilities projects.

SECTION 2 – PROJECT DESCRIPTION & SCOPE OF WORK

2.1 Description

This Job Order Contract is issued to assist the City of Peoria with general construction services, together with architectural and engineering services as necessary, as they pertain to utility water and wastewater facilities construction projects. Interested contractors will have the ability to show related experience and a proven track record in projects of the same nature and magnitude. The selected contractors will be expected to deliver turn key projects, including all permitting and compliance with regulatory requirements.

For any project determined by the City to be appropriate for this Job Order Contract, the City will request that the contractor prepare a scope of work, cost proposal and project schedule. If acceptable, the City will issue an individual Job Order. Although the City anticipates that JOC Contractors will be issued work, the Contractor is neither guaranteed a minimum amount of work nor any jobs at all. The City reserves the right and will issue job orders based on ability of the contractor to meet the City's work schedule and the availability of trades and expertise in relation to each project.

2.2 Scope of Work

The City of Peoria owns and maintains a network of water, reclaimed water, and wastewater facilities. Currently the City of Peoria owns two (2) water treatment plants, three (3) water reclamation facilities, and approximately fifty (50) off-site facilities that include wells, recharge wells, reservoirs, booster stations, pressure reducing stations, and lift stations.

The successful Job Order Contractor, under the direction of the City of Peoria will be responsible for all aspects of construction and all phases of the project. The Job Order Contractor shall be responsible for professional quality, technical accuracy and coordination of all design, drawings, specifications, and all other construction services provided under the Job Order Contract.

Interested contractors must have experience in the following areas:

Water Treatment & Water Production Facilities - Design and construction of new facilities or rehabilitation of existing water treatment plants, booster stations, reservoirs, and any other water related facilities. Scope for these jobs will include any or all of the following: earthwork and landscaping, structural, electrical, mechanical, instrumentation and control and SCADA, and any other functions required.

Water Reclamation & other Wastewater Facilities - Design and construction of new facilities or rehabilitation of existing water reclamation facilities, lift stations, and any other wastewater and reclaimed water related facilities. Scope for these jobs will include any or all of the following:

earthwork and landscaping, structural, electrical, mechanical, instrumentation and control and SCADA, and any other functions required.

Well Sites - Design and construction of wells, and rehabilitation or repair of well sites. Scope for these jobs will include any or all of the following: earthwork and landscaping , well drilling and equipping including structural, electrical, mechanical, instrumentation and control and SCADA, and any other functions required.

Additional Activities – The following work activities may be included in individual projects. The successful Contractors shall have experience, knowledge, and ability to accomplish these tasks. Not all activities will be included in all projects.

- Design services or post design services – Design services or post design services may be required for some of the projects. The scope of work for design or post design services, when applicable, will be defined by the City and included in the job order. The Job Order Contractor shall use Arizona registered professional engineering firms to prepare and seal construction documents. Any as-builts required to be completed as part of the post design services shall be in accordance with Chapter 7 of the City of Peoria Infrastructure Design Guidelines.
- Permitting - Obtain all necessary permits required to complete the project, including but not limited to; Engineering Off-site, Building Safety, haul route, stockpile, SWPPP, dust control, traffic control plans, MCESD approval to construct, approval of construction, etc.
- Maintaining traffic control when required according to the approved traffic control plans.
- Placing asphalt pavements including full depth sections, overlays, patches and repairs to restore areas damaged by construction.
- Placing concrete pavements including curb and gutter, driveways, sidewalks, to restore areas damaged by construction.
- Restoration of landscaping to restore areas damaged by construction.
- Utility Locating (potholing) underground utilities and obstructions.
- Provide pipeline and equipment testing as required.
- Other related work or ancillary trades including but not limited to public involvement, utility relocation, , road repair, electrical, paving and concrete/block walls.

The existing operations and functions shall be maintained during construction. It is anticipated that the construction activities will be coordinated and phased in such a manner that will not compromise the ongoing operations. In addition, security of the site and property is of paramount concern and a security and access plan will be required prior to the start of any construction.

2.3 Sample Project

The following is a sample of a typical project that may be done under this Job Order Contract. This sample project is provided for contractors to use in completing their Project Assessment Plan so the City can see how your firm would approach a project if awarded the contract. The City is currently in the design phase and anticipates retaining the services of one of the awarded Job Order Contractors resulting from this SIQ.

The example project identified by the City is the construction of a 100,000 gallon underground concrete reservoir and booster pump station at the Butler Water Reclamation Facility (see Appendix 2). This new infrastructure will provide increased quantities of reclaimed water for all potential future customers identified within the service area boundaries of the Butler Reclaimed Water System.

The Contractor will be required to provide a project scope plan showing the process to be followed through the design/preconstruction, permitting, construction and close-out phases of the project.

SECTION 3 – EVALUATION CRITERIA

3.1 Evaluation and Job Order Contractor Selection

The Job Order Contractor will be selected through a qualifications based selection process - do not include pricing information with the Statement of Qualifications. A short list of qualified and available firms will be developed and contracts will be awarded based on the City's needs. The City of Peoria intends to select multiple Job Order Contractors for the award of this Job Order Contract.

The City of Peoria is currently looking to establish a Job Order Contract (JOC) for indefinite quantity and indefinite delivery for various utility related construction projects. Interested contractors will have the ability to show related experience and a proven track record in projects of the same nature and magnitude. The selected Contractors will be expected to deliver turn key projects, including all permitting and regulatory requirements.

For any project determined by the City to be appropriate for this Job Order Contract, the City will issue an Individual Job Order, at which time the parties will execute a Project Agreement specifying the cost and completion schedule for that project. Although the City anticipates that Job Order Contractors will be issued work, the Contractor is neither guaranteed a minimum amount of work nor any jobs at all. The City reserves the right and will issue delivery orders based on ability of the Job Order Contractor to meet the City's work schedule and the availability of trades and expertise in relation to each project.

3.2 Evaluation Process

The contractor(s) will be selected through a qualifications based selection process. The City expects to award the project to the best valued contractor(s) based on the requirements in this solicitation. The contractor selected for qualification will be the contractor whose qualification is responsive, responsible, and the most advantageous to City, as determined by City in its sole discretion. The City reserves the right to add, delete, or modify any part of this solicitation at City's sole discretion. The City will evaluate contractors based on the overall value of each qualification. Contractors interested

in providing services must submit a Statement of Qualifications (SOQ) that addresses the points as outlined herein.

3.3 Key Personnel

The City expects the interested firms to identify within their organizations, individual(s) assigned to provide the following functions throughout the life of the contract:

- JOC Account Management
- Preconstruction Services
- Estimating
- Construction Management
- Field Supervision

3.4 Criteria and Weights

The City will evaluate contractors based on the overall value of each qualification. Evaluation criteria will be weighted according to the following categories:

Category	Weight
Responsiveness	Pass/Fail
References	Pass/Fail
Project Assessment Plan:	
Scope Plan	25%
Risk Assessment / Value Added	25%
Project Schedule / Subcontractor Selection Plan	5%
Interview	45%

3.4.1 Responsiveness (Pass/Fail)

Contractors must prepare qualifications that follow the format and sequence specified in this solicitation. This includes adherence to the format of any attachments. The following conditions/criteria must be met in order to be considered responsive:

- The Contractor will complete and provide all information in **Attachment A (Proposal Form)**
- The Contractor will complete and provide all information in **Attachment B (Reference List)**
- The Contractor will complete and provide all information in **Attachment C (Project Assessment Plan)**
- The Contractor will complete and provide all information in **Attachment D (Project Schedule and Subcontractor Plan)**

3.4.2 References (Pass/Fail)

- The Contractor will submit 3 references as outlined in **Attachment B.**

3.4.3 Project Assessment Plan (Weighted at 50%)

- The Contractor will submit a Project Assessment Plan as outlined in **Attachment C.**

- The PA Plan must be 4 pages or less (2-pages for Scope Plan (25%), and 2 pages maximum for risk assessment and value added (25%) items).
- The PA Plan shall NOT contain any names or information that can be used to identify the Contractor.
- The Contractor must use the template as provided in **Attachment C.** Contractors may not re-create or modify this attachment (no color, black ink only, no font changes, no pictures, no diagrams, etc).
- Any plan that does not follow these requirements, or contains names or information that can be used to identify who the contractor is, may be marked as unresponsive and eliminated from the evaluation process.

3.4.4 Project Schedule & Subcontractor Selection Plan (Weighted at 5%)

- Provide a 1 page Gantt style project duration schedule for the project that only conveys major milestones, including City approval processes, and final submittal to the City (Attachment D).
- Provide a detailed 1-page subcontractor selection plan that uses qualification and price in the selection criteria (**Attachment D**). The contractor should describe how they will pre-qualify and select their subcontractor as required per ARS 34-603.
- The Project Schedule and Subcontractor Selection Plan shall NOT contain any names or information that can be used to identify the Contractor.

3.4.5 Interviews (Weighted at 45%)

- The City will shortlist contractors based on the criteria in this section.
- The City may interview <u>all</u> of the critical team components proposed.
- The City may request to interview additional personnel.
- The City may interview individuals separately and/or as a group.
- The City may request a list of similar past projects from each team member.
- For this project, Contractors may bring up to two additional team members at their discretion to the interview. These additional team members will only be allowed in the interview during the 15-minute presentation and will not be interviewed or scored. The purpose of this is to allow Contractors to bring in up to two additional team members whom they feel are important to this projects success.
- *Important Note:* All proposed team members must be available for interview on the date specified in this solicitation. No substitutes or proxies will be allowed. Individuals who fail to attend the interview will not be given a score which may jeopardize the contractor's competitiveness.

<u>SECTION 4 – SELECTION PROCESS</u>

4.1 Interview and Selection Process

Contractors will be prioritized and selected through a qualifications based selection process based on the criteria in Section 3. A selection committee will evaluate and score each Project Assessment Plan. The City will use a Linear Relationship Model (LRM) as outlined in Appendix 1 to assist the City in ranking the contractors.

A selection committee will evaluate and score each SOQ and interview the top 3 to 5 contractors

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based on the scores from the Project Assessment Plan, Schedule and Subcontractor Selection Plan. After conducting the interviews, investigations of the contractors will be performed by the City.

For this project the Final List will consist of the top 3 scoring contractors (based on PA Plan scores, Interview scores, Pass/Fail Reference, and Pass/Fail Responsiveness).

4.2 Identification of Potential Best-Value

Scores from the interview will be used to determine the final ranking order of the shortlisted contractors.

The top selected contractor(s) on the final list will then enter into negotiations with the City to reach agreement on final contract form, content and fee structure.

If the City is satisfied with the potential best-value contractor(s), they will proceed to issue an award. If the City is not satisfied with the negotiations, the City may consider breaking off negotiations and selecting the next contractor on the final list for potential award.

SECTION 5 – POST AWARD ACTIVITIES

5.1 Weekly Reporting System

Once a Notice to Proceed has been issued, the awarded Contractor will be required to submit weekly reports documenting risks on the project. The weekly reports are due every Friday, until the project is closed out or project has been accepted and final payment is received. For projects with a duration of less than 6 months, the weekly report will be at the discretion of the City's project manager.

5.2 Post Project Evaluation

For contracts that span over multiple years, the City will perform annual project evaluations prior to contract renewal. The City will evaluate the overall performance of the project team (including, but not limited to: overall quality, on-time completion, no cost change orders, compliance to budget, no complaints, ability to work with the City staff, and submission of accurate weekly reports). The final rating will be used towards future City of Peoria projects.

SECTION 6 – CRITICAL DATES

6.1 Pre-Submittal Conference

A pre-submittal conference will be held on **Tuesday, January 22nd at 10:00 a.m.** Arizona Time. The meeting location is the City of Peoria, Development and Community Services Building, Point of View Conference Room, 9875 N. 85th Avenue, Peoria AZ, 85345.

Staff may not be available to respond to individual inquiries regarding the project scope outside of this pre-submittal conference. All interested parties are urged to attend this meeting.

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6.2 Critical Dates:

The following are the critical dates for this project. Please be advised that these dates are subject to change as deemed necessary by the City.

January 22, 2013	Pre-Submittal Conference
February 6, 2013	Submittals Due
February 14, 2013	Notification of Interviews
February 26, 2013	Interviews (shortlisted contractors only)
February 28, 2013	Best-Value Contractor Notification

SECTION 7 – SOQ SUBMITTAL FORMAT

7.1 Submittal Format

- The SOQ must be submitted to the contact listed in Section 7.2. The copies should be stapled (and not bound) to facilitate easy handling, photocopying, and reading by the evaluation committee.
- No faxed or emailed SOQs will be considered.
- The SOQ must be received by the date listed in Section 7.2

1. Attachment A: Proposal Form – One (1) original must be submitted.
2. Attachment B: Reference Form – One (1) original must be submitted.
3. Attachment C: Project Assessment Plan – Six (6) copies of the completed 2-page scope plan, 2-page project assessment and value added plan must be submitted.
4. Attachment D: Project Schedule and Subcontractor Selection Plan – Six (6) copies of the 1 page project schedule and six (6) copies of the 1 page subcontractor selection plan must be submitted.

7.2 Submittal Due Date and Contact Information

- Proposal Responses must be received **by 5:00 p.m.** (AZ time) on **February 6, 2013.**
- Contact Information

Attention: Christine Finney, Buyer II
SOQ #: P13-0042 – JOC for Water and Wastewater Facilities Projects
City of Peoria Materials Management
9875 N. 85th Avenue, 2nd Floor
Peoria, Arizona 85345

7.3 Disqualification

Please be advised that failure to comply with the following criteria may be grounds for disqualification and will be strictly enforced:

- Receipt of SOQ at the proper location by the specified date and time
- The number of copies of the submittal requested
- Adherence to maximum page requirements
- Not submitting all required documentation
- Adherence to having no identifying information (except for Attachments A & B)

SECTION 8 – GENERAL INFORMATION

8.1 Questions

- All questions regarding this SOQ must be submitted in writing by emailing: Christine.Finney@PeoriaAZ.Gov
- Inquiries within 48 hours preceding the due date & time will not be addressed.

8.2 General Information

- *Instructions:* The City of Peoria shall not be held responsible for any oral instructions. Any changes to this SOQ shall be in the form of a published addendum.
- *Contact:* Contact with City of Peoria staff, elected or appointed officials, or selection committee members concerning this SOQ, at any time, in any venue, is strictly prohibited, except as described in Section 8.1 above, and may be grounds for disqualification.
- *Costs:* The City of Peoria will not be responsible for any costs incurred by any contractor submitting an SOQ or responding to this notice. The City reserves the right to waive any irregularities in any submittal and to reject all submittals and re-advertise or cancel the project in its entirety, at its sole discretion. The City reserves the right to request clarification or additional information.
- *Material:* All materials submitted in response to this solicitation become the property of the City, and may become a part of any resulting contract. Award or rejection of a proposal does not affect this right.
- *Compliance:* The selected contractor will be required to comply with the Legal Arizona Workers Act.
- *Federal Funds:* The selected contractor will be required to comply with all associated Federal Compliance Regulations for any federally funded projects that may be done under this JOC contract.

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8.3 Protest Policy and Procedures

- The City of Peoria Protest Policy and Procedures are available online at
- http://www.peoriaaz.gov/NewSecondary.aspx?id=53287. The policy is contained within the City of Peoria Procurement Code, Chapter 2- Administration, Section 2-321. Procurement Code Protests; Informal and Formal.
- The specific protest procedures are contained in the Materials Management "Administrative Guidelines" and can be accessed at http://www.peoriaaz.gov/NewSecondary.aspx?id=54937 under the "DOWNLOADS" box on the right side of the web page.

8.4 Attachments (All must be completed and returned to be considered responsive)

Attachment A:	Proposal Form
Attachment B:	Reference List
Attachment C:	Project Assessment Plan (Scope Plan & Risk/Value Added Plan)
Attachment D:	Project Schedule and Subcontractor Selection Plan

8.5 Appendices

Appendix 1:	Scoring and Ranking Submittals
Appendix 2:	Example Project

The JOC Contract template (for review only) and all templates for Attachments A, B, C, and D can be accessed on the City's FTP website.

FTP Site Access Directions:
Using your Web Browser, enter the following address:

ftp://cityftps.peoriaaz.gov

You will be prompted for a User ID and Password.

User ID: ftpsolicitation

Password: AEC91&!v

(password is case sensitive)

You should then see the available file. The file name for this project is P13-0042 – JOC for Water and Wastewater Facilities Projects. You can copy or download to your computer or server. Download speed will depend on the internet connection speeds on both sides.

If you have trouble moving beyond the prompt for user id and password, it is likely your network or pc's firewall and/or anti-virus software is blocking access. Temporarily turning off your firewall and/or anti-virus software should allow you to continue with access.

CITY OF PEORIA	**STATEMENT OF INTEREST AND QUALIFICATIONS** Solicitation Number: **P13-0042**	**Materials Management Procurement** 9875 N. 85th Ave., 2nd Fl. Peoria, Arizona 85345-6560 Phone: (623) 773-7115 Fax: (623) 773-7118

ATTACHMENT A
PROPOSAL FORM

One (1) original of this Proposal Form (Attachment A) must be completed and sent to the City of Peoria. Please staple Proposal Form (Attachment A) to the original Reference form (Attachment B), Project Assessment Plan (Attachment C) and Project Schedule and Subcontractor Selection Plan (Attachment D).

Project Team:

Name of Job Order Contractor (Contractor):	J.R. Filanc Construction Company
Name of JOC Account Manager (Individual):	David Kiess
Name of Preconstruction Manager (Individual):	Gary Silverman
Name of Estimator (Individual):	Bob Zaiser
Name of Construction Manager (Individual):	Rob Butts
Name of Field Supervisor (Individual):	Rob Butts

Bonding:

Individual project bonding capacity:	$50 Million
Total bonding capacity:	$100 Million
Amount of bonded contracts currently in process:	$65 Million

The Project Assessment Plan, Project Schedule and Subcontractor Selection Plan must NOT contain any information that may identify the Contractor or critical team members.

J.R. Filanc Construction Company, Inc.
Name of Company

David Kiess, Vice President
Printed Name and Title of Contractor Representative

Signature of Contractor Representative

2928 North 35th Avenue, Suite 2	Phoenix, AZ	85017
Address	City, State	Zip Code
602-544-3600	602-544-3606	2/5/13
Phone	Fax	Date

RoButts@filanc.com
Email

ROC 088901
Contractor License Number

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ATTACHMENT B
REFERENCE LIST

HOW TO CREATE AND SUBMIT A REFERENCE LIST

1. The reference list must contain different projects. You cannot have multiple people evaluating the same job. However, one person may evaluate several different jobs.
2. The references for past projects must be of similar size and scope for the type of project being solicited.
3. The past projects must be completed past projects (no on-going or substantially complete projects).
4. The City will contact the references for additional information and clarification. If the reference cannot be contacted, there will be no credit given for that reference and your firm may be eliminated from the selection process.

STATEMENT OF INTEREST AND QUALIFICATIONS

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REVISED ATTACHMENT B
REFERENCE LIST (continued)

Please list a minimum of three (3) owner references from similar completed projects within the past three (3) years whom the Materials Management Division may contact:

1. Company: Central Arizona Project (CAP) Industrial Water Treatment System at the Salt Gila Pumping Plant
   Contact: Kara Young, Project Manager Phone: 623-869-2286
   Contact: Thelma Reyes, Contract Administrator Phone: 623-869-2435
   Address: 4701 N. Bush Highway, Mesa AZ 85215
   Description of Work: Demolition of the existing treatment system and installation of a new treatment system and chlorine feed system to supply water to the plants 10 pumping units.
   Project Value: $640,092.00
   Date Completed: September 2012

2. Company: City of Phoenix – 24th Street WTP Powdered Activated Carbon (PAC) Silo Project
   Contact: Mike Kasem, Project Manager Phone: 602-256-4271
   Address: 6202 N. 24th Street, Phoenix, AZ. 85016
   Description of Work: Phase I was the procurement of the carbon feed system and associated equipment. Phase II included the demolition of existing underground utilities, excavation, installation of underground piping, electrical and I&C, pre-cast chemical trench, silo concrete structure and on-site fabrication of the Steel Silo.
   Project Value: $1,713,172.00
   Date Completed: July 2012

3. Company: Arizona American Water Anthem Wastewater Treatment Facility Headworks and Screening Modifications
   Contact: Brad Finke Phone: 623-445-2402
   Address: 39920 N. Gavilan Peak Parkway, Anthem AZ. 85086
   Description of Work: Construction services consisted of the installation of two new mechanical stair screens and a new washer/compactor; installation of new conveyor equipment; installation of two new rotary drum screens and all new mechanical piping and motorized plug valves for the new screenings process.
   Project Value: $1,500,000
   Date Completed: February 2009

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ATTACHMENT C
PROJECT ASSESSMENT PLAN GUIDE AND TEMPLATE

Introduction

The purpose of the Project Assessment (PA) Plan is to identify if a contractor can quickly identify the risks on a future project in terms of cost, time, and client expectations (of quality and performance). The PA Plan is used to:

1. Assist the client in prioritizing contractors based on their ability to understand the risks of a project.
2. Provide high performing contractors with an opportunity to differentiate themselves from their competitors.
3. Minimize the effort of experienced companies who are competing for the project.

Contractors should keep in mind that the PA Plan is only one step in the selection process. If all the PA Plans are the same, the PA Plan will have little impact in the selection (other factors, such as the interview will dictate the selection). The PA Plan will become part of the contract.

PA Plan Format

The PA Plan contains three major sections: Scope Plan, Potential Risks and Solutions and the Potential Value Added Options. The City's goal is to make the selection process as efficient as possible. Efficiency is to minimize the effort of all participants, especially those who will not be awarded the project. Therefore, the PA Plan should be brief and concise. The PA Plan shall NOT exceed 4 pages front side of page only (2 pages Scope Plan, 2 pages combined for Risks and Value Added Ideas).

In order to minimize any bias by the evaluation committee, the PA Plans shall NOT contain ANY names (such as contractor or manufacturer names, personnel names, project names, product names, or company letterhead). A PA Plan template is attached and must be downloaded from the FTP site. Contractors are NOT allowed to re-create the PA Plan Template (cannot alter font size, font type, add colors, add pictures, etc). Failure to comply with these requirements may result in disqualification. The PA Plans should not contain any marketing information, brochures, product names, technical information, or general items. All documents shall be on 8½" x 11", in black and white ink only, no graphics or pictures.

Overview of the Scope Plan Section

The purpose of the scope plan submittal is an opportunity for the contractor to differentiate themselves by giving a concise and well organized description of the project. The Scope Plan should be a succinct summary of the project and should be used to prove to the client that the contractor can visualize what they are going to do before they do it. The Plan should identify the major components, risks, and show contractors capability to predict, preplan, prioritize and minimize technical risks.

Overview of the Risk Assessment Section

The contractor should clearly address the following items:

1. List and prioritize major risk items that are unique to this project. This includes areas that may cause the project to not be completed on time, not finished within budget, generate any change orders, or may be a source of dissatisfaction for the owner. Risks can include things that you control and things that you do not control.
2. Explain how the contractor will avoid / minimize the risk. If the contractor has a unique method to minimize the risk, they should explain it in non-technical terms.

Overview of the Value Added Item Section

The contractor should identify and list any value added options that they feel may apply to this project. Do not include marketing material.

STATEMENT OF INTEREST AND QUALIFICATIONS

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ATTACHMENT C

PROJECT ASSESSMENT PLAN TEMPLATE

This template must be used.

SECTION 1 – SCOPE PLAN (Page 1 of 2)

We understand the project scope to include preconstruction and construction services for a 100,000 gallon reservoir and booster pump station to enable the City of Peoria to deliver reclaimed water to existing and future customers from the Butler WRF. The new facilities will replace existing smaller facilities located elsewhere on site that serve a similar purpose. The new booster station will pump to an existing 23,224 gallon hydropneumatic tank, which maintains system pressure over a predetermined range in response to water demand. The following sections describe our Scope Plan to address each phase of the project.

Design Assistance and Preconstruction Services:

The 100,000 gallon reservoir will be cast-in-place construction, with the concrete roof at grade level. From the plan view dimensions provided in RFQ Appendix 2, calculations show the reservoir water level will be about 10 feet deep. Assuming a 2 foot freeboard, a total inside wall height of 12 feet is anticipated. It appears that the reservoir will fill from the north side via a new 30" pipeline, which will penetrate the wall in the upper half of the reservoir. The reservoir will be disinfected with chlorine gas. To ensure there is good dispersion and mixing of chlorine, it should be injected in the influent pipeline sufficiently upstream of the reservoir. A static mixer could be used if determined it is needed through the design effort. Since the booster pump station will be located on the west side of the reservoir, some short-circuiting will likely occur between inlet and outlet. Therefore, if the reservoir is responsible for providing chlorine contact time, a baffling and/or a mixing system should be provided to increase residence time.

The booster station will be an outdoor facility located on top of the reservoir. The pumps will sit on a structural pad on top of the reservoir roof designed to support the weight of the pumps and motors, as well as to address vibrational forces. Vertical turbine pumps are used, which take suction from the reservoir pool and discharge through above grade piping. Attention should be paid during design to provide the right environment for the pumps, thereby improving their efficiency and life expectancy. The Hydraulic Institute's ANSI/HI 9.8 American National Standard for Pump Intake Design should be consulted during design to create suitable pump bays for producing uniform flow to the pumps and reducing potential for surface vortices. A sun shade or canopy over the pump motors would be advisable to shield the equipment from the intense summer heat, thereby prolonging their useful life. This would be a benefit to operators who have to maintain them, as well.

It is not possible for us to know the design intent at this stage, but from the Appendix 2 drawing, it appears that there are three equal sized larger pumps (likely a 2+1 configuration for redundancy) and one smaller jockey pump to address low flows. Because they pump to a hydro tank, it is assumed that these are constant speed pumps. This can be an effective approach. However, depending on the range of demand flows anticipated, the pressure band width of the hydro tank, and the pump cycle frequency allowed, using VFDs may be an attractive alternative. With VFDs, the jockey pump could be eliminated, reducing an ongoing O&M concern. One of the larger pumps may also be unnecessary if the turn-down achievable by the VFD was sufficient and/or if the City determined that a redundant pump was not necessary for a reclaimed water facility, since it would not affect public health and mechanical outages would be rare. During preconstruction, we would work closely with the design engineer to better understand the basis of design and offer value-added solutions.

Construction:

After notice to proceed, we will facilitate a meeting with the City and plant staff to identify potential site access restrictions and locations available for storing materials, develop an emergency contact list, discuss site a specific safety plan, review the construction schedule, review SWPP and dust control plans, discuss construction quality control, and develop a mobilization plan.

In accordance with our plan, we will then mobilize equipment, perform clearing and grubbing of the existing vegetation and decorative rock, establish the laydown yard for material and equipment storage, layout and barricade the area for the backfill needed for the reservoir excavation, and survey and layout the excavation footprint for the reservoir. Traffic control measures

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will be designed and put in place along 79th Avenue to address excavation activities and concrete and material deliveries for the project. Dust control and track out measures will also be put in place prior to excavation activities.

Once safety precautions are in place, the first construction activity will consist of the excavation for the 100,000 gallon reservoir. This activity will take approximately two to three weeks to complete. Slide rail shoring will be utilized to reduce the overall footprint of the excavation. Reducing the footprint of the excavation will protect the existing screen wall and perimeter fencing of the plant, thereby mitigating the potential cost of demolition and replacement.

Upon completion of the excavation, the construction of the reservoir will begin. The first step is to prepare the subgrade for the reservoir slab. The slab will be installed in four quadrants in two equivalent pours. The walls and deck of the structure will also consist of two pours each, yielding a total of six concrete pours to complete the structure. If the final design requires the addition of baffles for chlorine contact time in the reservoir or divider walls for pump hydraulics, two additional pours would be required.

Excavation and installation of the underground electrical and yard piping would take place concurrently with the construction of the reservoir and booster pump station. Our close attention to detail and past experience will ensure that the yard piping is installed at the correct elevations for tie-ins to the existing process piping. The excavation of the yard piping and electrical duct banks will expose hazards to construction and plant personnel. To address this risk, we will develop a Job Safety Analysis plan and meet with plant staff to identify the safety precautions we will implement to ensure safe and secure conditions during these activities.

Upon the completion of construction for the reservoir, the slide rail shoring will be removed to start the backfill activities and subgrade preparation for the booster pump slab and disinfection/sampling slab. Soil compaction tests will be scheduled for every two foot lift to ensure adequate compaction around the reservoir structure. Once the backfill is certified and subgrade preparation is complete, concrete will be poured for the booster pump slab and disinfection/sampling pad. Once the booster pump station slab has cured for seven days, the equipment pads for the booster pumps will be formed and poured.

Strength of the concrete equipment pads will be confirmed by concrete cylinder testing before the booster pumps and associated piping are installed. Tie-ins to existing process piping will be scheduled and tied-in to the existing processes. Maintenance of Plant Operations (MOPO) planning and scheduling will be completed, approved and scheduled prior to completing tie-ins.

The disinfection/sampling equipment will be installed the same time the booster pumps and associated piping are installed. Based on the final design requirements, the piping for the disinfection could be installed to allow injection upstream of the reservoir, or installed as diffusers at the intake of the reservoir. These installation options will be identified during the design phase. Upon completion of equipment installation, piping tie-ins for the yard piping and chemical piping, pressure testing will be conducted to check for leaks. Once pressure tests are completed and passed, the system will be considered ready for startup and commissioning.

Startup, Testing and Commissioning:
A detailed startup and commissioning plan will be prepared and submitted for approval prior to performing any related activities. The goal of the plan will be to ensure a seamless startup and commissioning of the new system. Startup activities will consist of verifying that all SCADA programming has been completed prior to performing startup, performing loop checks to verify wire terminations are secure and terminated correctly and verifying that wire phasing and motor rotation is correct. Once phasing and rotation have been verified, we will perform functional testing of the new system, including pumps and electrical equipment, to ensure it meets the design requirement.

Project Closeout:
Concurrent with startup and commissioning activities, we will conduct a walkthrough with the City to identify punch list items to be completed. The resulting "punch list" will be submitted to the City to identify each item and dates they will be completed. Upon completion of the punch list items, a final walkthrough with the City will be conducted for final sign off.

Once testing and commissioning is complete and all punch list items are addressed, we will submit as-built drawings and O&M manuals for record purposes.

	STATEMENT OF INTEREST AND QUALIFICATIONS Solicitation Number: **P13-0042**	**Materials Management Procurement** 9875 N. 85th Ave., 2nd Fl. Peoria, Arizona 85345-6560 Phone: (623) 773-7115 Fax: (623) 773-7118

ATTACHMENT C

PROJECT ASSESSMENT PLAN

This template must be used.

SECTION 2 - IDENTIFICATION & MINIMIZATION OF RISK (Page 1 of 2)

Risk 1:	Complaints from local neighbors and businesses due to noise and traffic from construction activities.
Solution:	Meet with the community during preconstruction to inform them of the project scope, the nature and duration of anticipated impacts, and mitigation measures planned to minimize these impacts. Listen to concerns and address them through follow-up meetings, newsletters and/or project website updates.
Risk 2:	Safety of neighbors, local business personnel and plant staff when driving near construction areas.
Solution:	Provide notices (door hangers, emails, etc.) prior to the time when construction traffic could cause interruptions to daily travels and deliveries. Provide adequate traffic control and traffic guards. For plant staff, communicate upcoming traffic conditions through weekly progress meetings.
Risk 3:	Safety of Contractor employees and City staff
Solution:	Daily safety meetings will be held with all employees to review Job Safety Analyses for each work activity. Plant personnel will be invited to these meetings, where they will learn of potential safety hazards and when construction activities might impact plant maintenance activities or deliveries.
Risk 4:	Breakdown of communication within the Project Team (Design Firm, Contractor and City)
Solution:	Conduct regular weekly meetings to proactively discuss progress, consider design alternatives, review construction practices, identify change of conditions in the field and outline MOPO activities.
Risk 5:	Project going over budget
Solution:	Investigate existing site conditions, provide constructability reviews, contribute value added engineering options and prepare cost reviews at the 60% and 90% phases of design to minimize the risk of unforeseen conditions that typically cause an increase in the overall cost of a project.
Risk 6:	APS design and construction schedule may delay project schedule
Solution:	Provide design assistance to APS. Suggest that the new meter section be fed from APS equipment on site to reduce delays from APS needing to modify APS infrastructure on the road.
Risk 7:	Electrical equipment lead times may impact project schedule
Solution:	Negotiate an engineering purchase order with the electrical equipment manufacturer. Utilize the manufacturer's engineer to do the initial sizing and layout of gear. This reduces submittal and review time since the manufacturer will be designing around industry standards, practices and codes.

Risk 8:	SCADA Programming – impacts and interruptions to existing systems and processes
Solution:	When uploading and implementing new programming in SCADA, there is a risk of causing interruptions to existing plant systems and processes. Reviewing the existing programming and preparing a MOPO for implementing the new programming during design will ensure a smooth startup when bringing the new booster pumps and disinfection/sampling systems on-line.

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ATTACHMENT C
PROJECT ASSESSMENT PLAN
This template must be used.

SECTION 2 - VALUE ADDED OPTIONS (Page 2 of 2):

Item 1:	During preconstruction, we would work with the design engineer to determine if an alternative pumping configuration was feasible to provide a more efficient facility at a lower life cycle cost. This would involve use of VFDs and reducing the number of pumps, which may require a small additional capital cost that would be paid for over the life cycle of the pump station.				
Impact:	Cost ($)	$0 to $25,000 in Cost		Schedule (Days)	0 days
Item 2:	During preconstruction, we would work with the design engineer to determine if effective hydraulic conditions were present for vertical turbine pump operation in an open reservoir. This would involve applying Hydraulic Institute recommendations for pump intake design, such as divider walls, which would improve pump efficiency and prolong their useful life.				
Impact:	Cost ($)	$5,000 to $10,000 in Cost		Schedule (Days)	0 days
Item 3:	During preconstruction, we would work with the design engineer to determine if effective chlorine mixing and contact time (if required) was provided, with recommendations for baffles, mixing and/or recirculation, if determined necessary. The initial cost of these improvements would yield a facility that could be operated more effectively and may reduce chemical consumption.				
Impact:	Cost ($)	$8,000 to $12,000 in Cost		Schedule (Days)	0 days
Item 4:	Provide wireless communications to the existing control room. This would eliminate having to run a new duct bank across the existing road.				
Impact:	Cost ($)	$7,500 to $10,000 in Savings		Schedule (Days)	12 days
Item 5:	Utilize Ethernet enabled VFDs to eliminate the wiring between the VFDs and PLC. I/O would be reduced in the PLC rack and the City would be able to access more data and information from the VFDs.				
Impact:	Cost ($)	$5,500 to $6,500 in Savings		Schedule (Days)	5 days
Item 6:	Place APS SES and transformer on east side of reservoir so that APS service conduits do not have to cross plant utility and process piping. It appears that the clearances shown on the sample drawings would not meet APS specifications. The City would also be able to service the equipment better since access would not be impeded by the pump header.				
Impact:	Cost ($)	$4,500 to $5,500 in Savings		Schedule (Days)	3 days

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ATTACHMENT D

PROJECT DURATION SCHEDULE and SUBCONTRACTOR SELECTION PLAN

Overview of the Project Duration Schedule (1 page)

Please refer to the attached Project Duration Schedule.

Overview of the Subcontractor Selection Plan (1 page)

We implement a prequalification process to select subcontractors and vendors that meets or exceeds the requirements of Arizona Revised Statute 34-603 (C) (7). The process proceeds logically through the principal steps of scope definition, skills/risk assessment (qualifications only vs. qualifications and cost), subcontractor outreach and solicitation, prequalification and bidding.

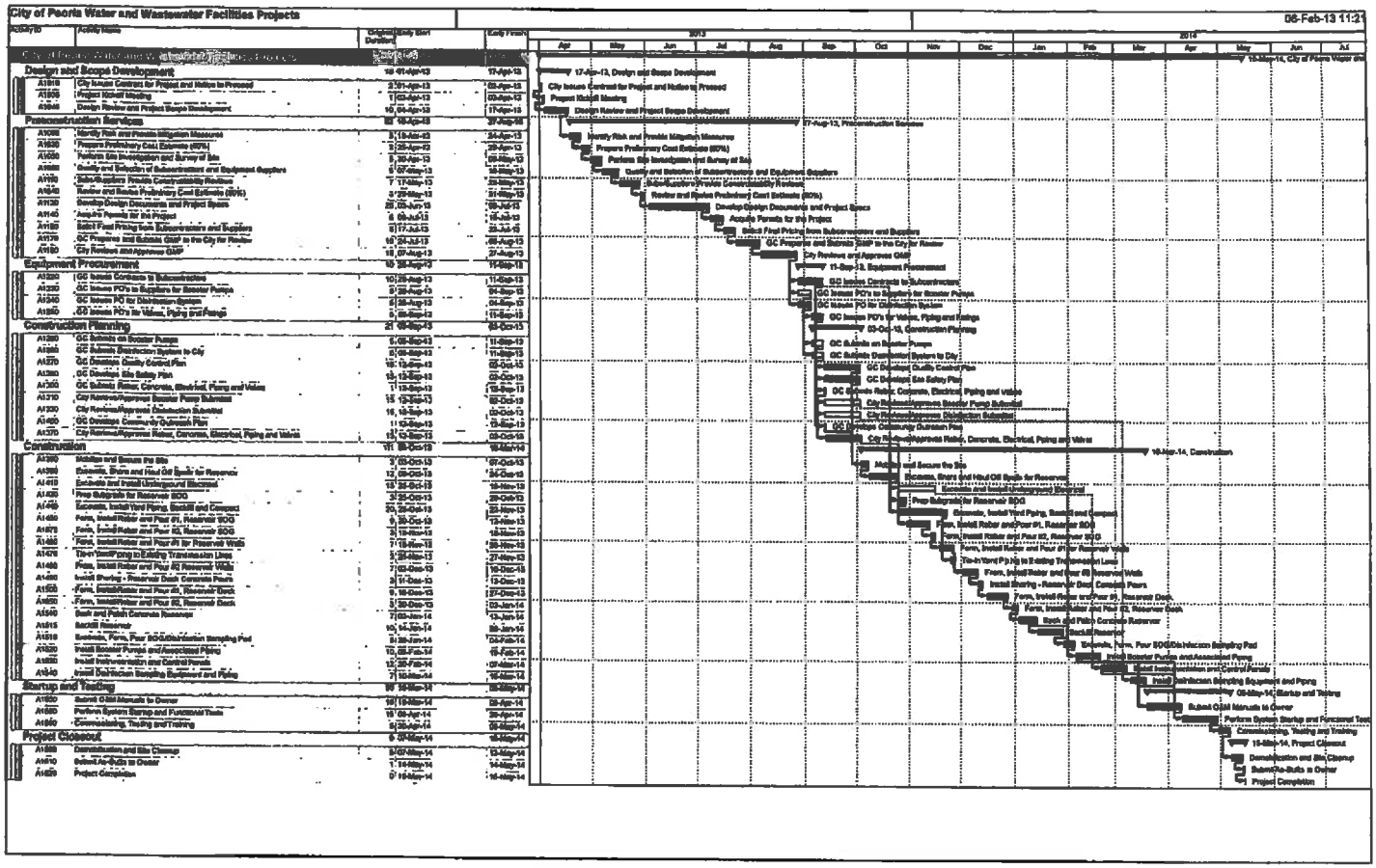
Our system begins at the earliest practicable stage of the preconstruction period. The initial step is to collaborate with the Owner (City) and the Designer to establish a common understanding of the technical scope of the project, the schedule and implementation criteria, known and potential risks and opportunities for value-added improvements. From this understanding, we develop a construction phasing plan and initial schedule to identify an optimal work breakdown structure (WBS). The WBS serves as a guide to help identify the needed trades and disciplines, to create logical bid packages for subcontractor/vendor bidding and to help avoid trade stacking during construction.

During this phase of preconstruction, we also perform an assessment of the risks associated with each work element. In collaboration with the Owner and Designer, we identify high risk work elements that require significant expertise to perform. These services may include structural concrete, construction of water bearing structures, mechanical equipment installation, SCADA programming, instrumentation and controls design and installation, and startup and commissioning services. If high risk work elements are identified and mutually agreed upon, we may select specialized subcontractors on the basis of qualifications only. These firms would be brought into the project during early stages of the design phase to provide feedback on the design and to give constructability reviews. Their input can be highly valuable to the engineering, design, scheduling and quality of the overall project.

The next step consists of active outreach and solicitation of bids from the subcontracting community. We publish advertisements in local periodicals (e.g. the Peoria Times), on our website and through local trade organizations (e.g. AGC of Arizona). We also distribute our solicitations to published lists of small/local/disadvantaged/emerging businesses. Based on our local experience as a general contractor, we also maintain lists of prequalified contractors and directly solicit their interest in bid opportunities. Interested subcontractors will be individually pre-qualified based on the following considerations:

- **References:** Subcontractor must provide five references of completed past projects of similar size and type of work.
- **Safety:** Subcontractor's EMR is in good standing (typically <1) and have a detailed Safety Program.
- **Resources and Experience:** Subcontractor must provide proof they have adequate manpower to perform the work and are able to provide qualified supervisory personnel to ensure the quality of work and on time completion of the work.

Detailed records of the prequalification process will be maintained and provided to the Owner upon request. Upon completion of a 90% design of the project, the prequalified firms will be solicited for competitive bids to provide a best value Guaranteed Maximum Price (GMP) for the project. Qualifying subcontractors will be provided with applicable bid documents and instructions to submit formal bids. Bid results and final selection will be conducted in collaboration with the Owner.


City of Peoria Water and Wastewater Facilities Projects
06-Feb-13 11:21
Activity ID
Activity Name
Original Activity Start Duration
Early Finish
2013
2014
Apr
May
Jun
Jul
Aug
Sep
Oct
Nov
Dec
Jan
Feb
Mar
Apr
May
Jun
Jul
Design and Scope Development
Pre-construction Services
Equipment Procurement
Construction Planning
Construction
Startup and Testing
Project Closeout
17-Apr-13, Design and Scope Development
City Issues Contract for Project and Notice to Proceed
Project Kickoff Meeting
Design Review and Project Scope Development
Identify Risk and Provide Mitigation Measures
Prepare Preliminary Cost Estimate (60%)
Perform Site Investigation and Survey of Site
Quality and Selection of Subcontractors and Equipment Suppliers
Solicit Suppliers Provide Constructability Reviews
Review and Revise Preliminary Cost Estimate (90%)
Develop Design Documents and Project Specs
Acquire Permits for the Project
Solicit Final Pricing from Subcontractors and Suppliers
GC Prepares and Submits GMP to the City for Review
City Reviews and Approves GMP
17-Aug-13, Preconstruction Services
11-Sep-13, Equipment Procurement
GC Issues Contracts to Subcontractors
GC Issues PO's to Suppliers for Booster Pumps
GC Issues PO for Distribution System
GC Issues PO's for Valves, Piping and Fittings
03-Oct-13, Construction Planning
GC Submits on Booster Pumps
GC Submits Distribution System to City
GC Develops Quality Control Plan
GC Develops Site Safety Plan
GC Submits Rebar, Concrete, Electrical, Piping and Valves
City Reviews/Approves Booster Pump Submittal
City Reviews/Approves Distribution Submittal
GC Develops Community Outreach Plan
City Reviews/Approves Rebar, Concrete, Electrical, Piping and Valves
18-Mar-14, Construction
Mobilize and Secure the Site
Excavate, Shore and Haul Off Spoils for Reservoir
Excavate and Install Underground Electrical
Prep Subgrade for Reservoir SOG
Excavate, Install Yard Piping, Backfill and Compact
Form, Install Rebar and Pour #1, Reservoir SOG
Form, Install Rebar and Pour #2, Reservoir SOG
Form, Install Rebar and Pour #1 for Reservoir Walls
Tie-in/Yard Piping to Existing Transmission Lines
Form, Install Rebar and Pour #2 Reservoir Walls
Install Shoring - Reservoir Dock Concrete Piers
Form, Install Rebar and Pour #1, Reservoir Dock
Form, Install Rebar and Pour #2, Reservoir Dock
Back-fill and Patch Concrete Reservoir
Backfill Reservoir
Excavate, Form, Pour SOG/Disinfection Sampling Pad
Install Booster Pumps and Associated Piping
Install Instrumentation and Control Panels
Install Disinfection Sampling Equipment and Piping
09-May-14, Startup and Testing
Submit O&M Manuals to Owner
Perform System Startup and Functional Tests
Commissioning, Testing and Training
15-May-14, Project Closeout
Demobilization and Site Cleanup
Submit As-Builts to Owner
Project Completion

STATEMENT OF INTEREST AND QUALIFICATIONS

Solicitation Number: **P13-0042**

Materials Management
Procurement
9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
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APPENDIX 1

Scoring and Ranking Submittals

Overview

The City of Peoria uses a simple linear data model to score and rank the contractors. The model uses raw data scores with a 1-10 rating, then normalizes those scores to a 100 point basis, then multiplies by the weighted percentage for the final score and ranking. Example: 8.1 = 81 X 45% = 36.5.

Example

The following data and tables are for informational purposes only. Based on the raw data and weights, Contractor C is identified as the highest ranked firm (85.5 points out of 100 possible points). Any firm that receives a fail in the responsiveness or reference categories will be eliminated from the selection process.

	Criteria	Weight	Vendor A		Vendor B		Vendor C	
			Raw Score	Weighted Score	Raw Score	Weighted Score	Raw Score	Weighted Score
1	Responsiveness	Pass/Fail	Pass	Pass	Pass	Pass	Pass	Pass
2	Interview Score	45%	8.1	36.5	7.8	35.1	8.3	37.4
3	Scope Plan	25%	5.6	14	6.1	15.3	7.8	19.5
4	PA/VA Plan Score	25%	9.1	22.8	9.7	24.3	9.5	23.8
5	Project Duration Schedule & Subcontractor Plan Score	5%	8.5	4.3	9.3	4.7	9.5	4.8
6	References	Pass/Fail	Pass	Pass	Pass	Pass	Pass	Pass
		100%		77.6		79.4		85.5
	Final Ranking			3		2		1
				Vendor A		Vendor B		Vendor C

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APPENDIX 2

Sample Project

Expansion of Reclaim Water System for the Butler Water Reclamation Facility

Project Description:

The City of Peoria is developing a reclaimed water distribution system in its Southern area. The first phase entailed the construction of a small reservoir/surge tank located at the Butler Water Reclamation Facility (WRF). As part of this first phase, the City extended a distribution line to the Municipal Operations Center (MOC) and to the City Hall Campus located at the intersection of 85th Avenue and Monroe Streets. Currently the City of Peoria is using reclaimed water from this system to provide irrigation at City Hall and also for a truck wash facility at the MOC. In addition, two (2) existing Home Owners Associations are taking advantage of the reclaim water to irrigate their common area (see exhibit A for distribution system details).

The proposed project will design and construct a 100,000 gallon underground concrete reservoir and booster pump station at the Butler WRF (see exhibit B). This new infrastructure will provide increased quantities of reclaimed water for all potential future customers identified within the service area boundaries of the Butler Reclaimed Water System.

The City is currently in the design phase and anticipates retaining the services of the selected Job Order Contractor under the following scope:

1. Preconstruction Services:
    - Provide one constructability review during design (60% stage).
    - Provide up to two cost estimates during design (60% and 90%).
    - Prepare a construction GMP proposal.
2. Construction:
    - 100,000 underground concrete reservoir
    - 1 MGD Booster Pump Station (on top of the reservoir)
    - Disinfection System (assume chlorine gas)
    - EI&C

STATEMENT OF INTEREST AND QUALIFICATIONS

Solicitation Number: **P13-0042**

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Procurement
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Peoria, Arizona 85345-6560
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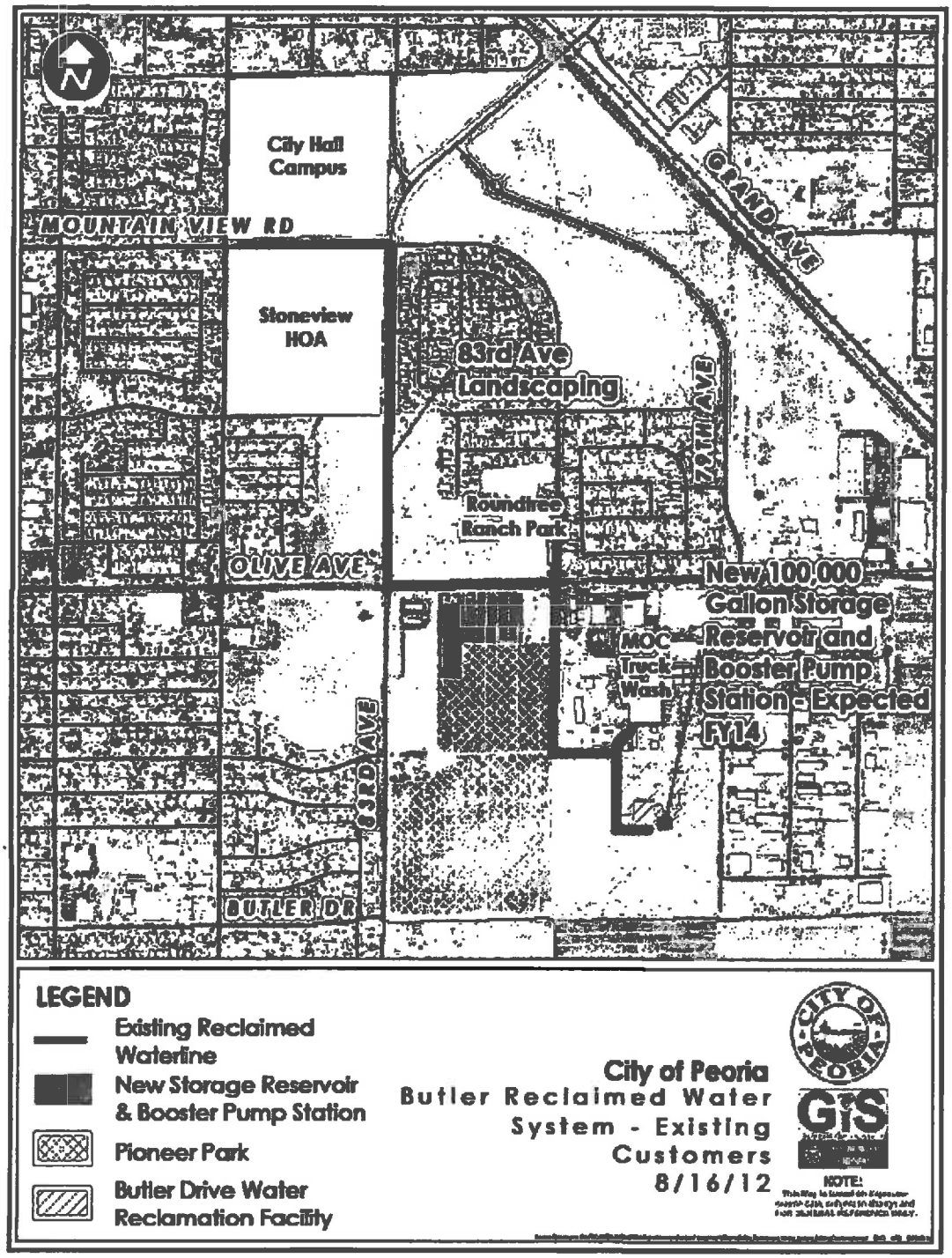
Fax: (623) 773-7118

Exhibit A



STATEMENT OF INTEREST AND QUALIFICATIONS

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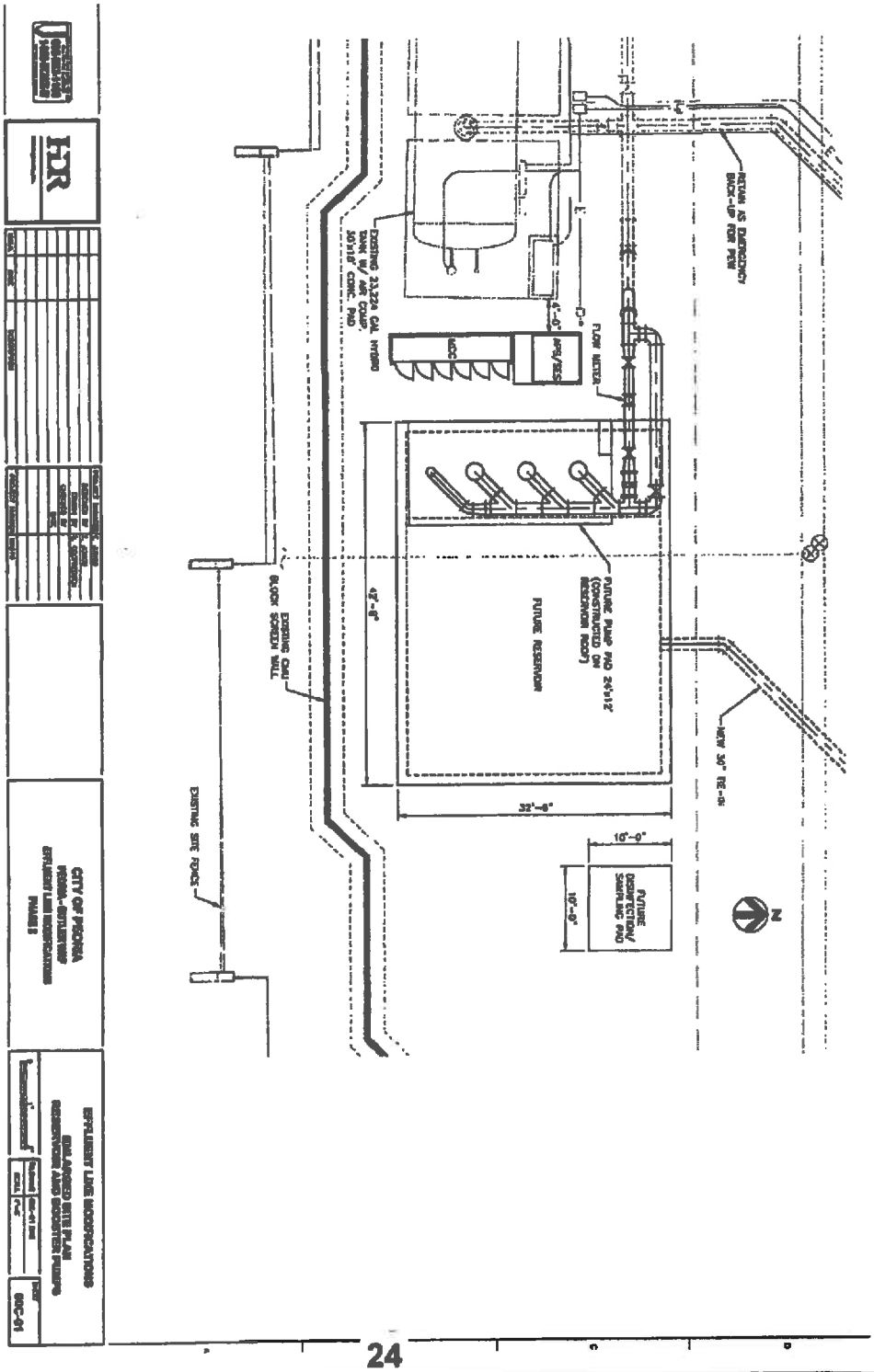
Exhibit B



ATTACHMENT C

JOC Cost Proposal Forms
(Pricing Matrix, Project Cost Sheet, & Contractor's Labor Rates)

(See Attached)

City of Peoria
JOC Pricing Matrix

P13-0042, JOC for Water & Wastewater Treatment Facilities Projects

Company Name: J.R. Filanc Construction Company

	$1.00 to $100,000	$100,000 to $250,000	$250,000 to $500,000	$500,000 to $1,000,000	over $1,000,000
Indirect Cost of the Work					
General & Administrative Expense (Overhead)	7.20%	7.20%	7.20%	7.20%	7.20%
Job Order Contractor's Fee (Profit)	7.80%	7.80%	7.80%	7.80%	7.80%
Payment & Performance Bonds	1.20%	1.00%	1.00%	0.90%	0.90%
Insurance	0.75%	0.75%	0.75%	0.75%	0.75%
AZ/County/City Taxes (65% of .091)	5.915%	5.915%	5.915%	5.915%	5.915%
Total Indirect Cost %	22.87%	22.67%	22.87%	22.57%	22.57%
Labor Burden Percentage (included in hourly rate)					

City of Peoria Job Order Cost Proposal

CONTRACTOR NAME: J.R. Filanc Construction Company

Contract Type	Water & Wastewater Facilities Projects	City Project No.:	
Job Order No.	P13-0042	Contractor's Job No.:	
Job Title:		Prepared by:	
Location:		Date:	
		Revision:	

Description of Work to be Performed
(supporting information attached):

SECTION A: LABOR (inclusive of burden)

Position	Unit	Quantity	Labor Cost Each	Labor Cost Total	Position Total
Project Manager	Hours	1.0	$ 77.21	$ 77.21	$ 77.21
Project Engineer	Hours	1.0	$ 50.63	$ 50.63	$ 50.63
Superintendent	Hours	1.0	$ 65.26	$ 65.26	$ 65.26
Foreman	Hours	1.0	$ 49.75	$ 49.75	$ 49.75
Specialty Operator	Hours	1.0	$ 39.70	$ 39.70	$ 39.70
Equipment Operator	Hours	1.0	$ 36.73	$ 36.73	$ 36.73
Carpenter	Hours	1.0	$ 33.65	$ 33.65	$ 33.65
Millwright	Hours	1.0	$ 38.79	$ 38.79	$ 38.79
Pipefitter	Hours	1.0	$ 34.67	$ 34.67	$ 34.67
Pipe Layer	Hours	1.0	$ 26.82	$ 26.82	$ 26.82
Laborer	Hours	1.0	$ 25.23	$ 25.23	$ 25.23
Electrical I&C	Hours	1.0	$ 57.49	$ 57.49	$ 57.49
Electrical Foreman	Hours	1.0	$ 44.95	$ 44.95	$ 44.95
Electrician	Hours	1.0	$ 38.89	$ 38.89	$ 38.89
			Total Labor Cost		$ 619.77

SECTION B: EQUIPMENT (supporting information attached, i.e. EquipmentWatch.com)

Item	Unit	Quantity	Equipment Each	Equipment Total	Item Total
Supervisor Truck	Hours	1.0	$ 19.82	$ 19.82	$ 19.82
Service Truck	Hours	1.0	$ 25.63	$ 25.63	$ 25.63
185 CFM Air Compressor	Hours	1.0	$ 12.75	$ 12.75	$ 12.75
Backhoe Compaction Wheel	Hours	1.0	$ 13.44	$ 13.44	$ 13.44
JD 410 Backhoe	Hours	1.0	$ 40.85	$ 40.85	$ 40.85
Z45 Knuckle Boom 45' Lift	Hours	1.0	$ 38.75	$ 38.75	$ 38.75
JD 550 Dozer	Hours	1.0	$ 81.79	$ 81.79	$ 81.79
Plate Tamper	Hours	1.0	$ 8.75	$ 8.75	$ 8.75
Jumping Jack Compactor	Hours	1.0	$ 13.13	$ 13.13	$ 13.13
Jackhammer w/bits and Hose	Hours	1.0	$ 6.69	$ 6.69	$ 6.69
CAT 950 Loader	Hours	1.0	$ 80.98	$ 80.98	$ 80.98
Dump Truck (10 Wheel)	Hours	1.0	$ 46.88	$ 46.88	$ 46.88
Water Truck	Hours	1.0	$ 47.62	$ 47.62	$ 47.62
Welder (200 Amp)	Hours	1.0	$ 12.38	$ 12.38	$ 12.38
320 Excavator	Hours	1.0	$ 112.72	$ 112.72	$ 112.72
10,000lb Forklift	Hours	1.0	$ 52.79	$ 52.79	$ 52.79
30ft. Manlift	Hours	1.0	$ 22.50	$ 22.50	$ 22.50
30ft. Snorkel Lift	Hours	1.0	$ 27.00	$ 27.00	$ 27.00
Equip10	Hours	1.0	$ -	$ -	$ -
			Total Equipment Cost		$ 664.47

SECTION C: MATERIALS

Item	Unit	Quantity	Material Each	Material Total	Item Total

City of Peoria Job Order Cost Proposal

CONTRACTOR NAME: J.R. Filanc Construction Company

Contract Type: Water & Wastewater Facilities Projects
Job Order No.: P13-0042
Job Title:
Location:

City Project No.:
Contractor's Job No.:
Prepared by:
Date:

Materials1	Each	1.0	$ -	$ -	$ -
Materials2	Box	1.0	$ -	$ -	$ -
Materials3	Roll	1.0	$ -	$ -	$ -
Materials4	Ton	1.0	$ -	$ -	$ -
Materials5	Yard	1.0	$ -	$ -	$ -
Materials6	Each	1.0	$ -	$ -	$ -
Materials7	Each	1.0	$ -	$ -	$ -
Materials8	Each	1.0	$ -	$ -	$ -
Materials9	Each	1.0	$ -	$ -	$ -
Materials10	Each	1.0	$ -	$ -	$ -
			Total Material Cost		$ -

City of Peoria Job Order Cost Proposal

CONTRACTOR NAME: J.R. Filanc Construction Company

Contract Type	Water & Wastewater Facilities Projects	City Project No.:	
Job Order No.	P13-0042	Contractor's Job No.:	
Job Title:		Prepared by:	
Location:		Date:	

SECTION D: SUBCONTRACTORS & CONSULTANTS

Company	Description of Work to be Performed (Supporting quote & information attached)	Item Total
		$ -
		$ -
		$ -
		$ -
		$ -
		$ -
		$ -
		$ -
		$ -
		$ -
	Total Subcontractor Cost	$0.00

OVERHEAD:	0%	
PROFIT:	0%	
Subtotal General Contractor Costs (A+B+C):		$1,284.24
O&P (15% of A+C):		$0.00
Total General Contractor Costs including O&P:		$1,284.24
Subtotal Subcontractor Costs (D)		$0.00
Profit (5% of D)		$0.00
Total Subcontractor Costs including O&P:		$0.00
TOTAL GC and Subcontractor Costs including O&P:		$1,284.24
Insurance Costs @ 1.25%		$16.05
Bond Costs @ 1.25%		$16.05
Sales Tax (65% of 9.1%)		$77.86
	Subtotal Job Cost:	**$1,394.21**
Contingencies		$0.00
	TOTAL JOB COST:	**$1,394.21**

Submitted by:

Name, Title

Date

3/12/2013 CF

ATTACHMENT D

Contractor's Contacts
(Contact List & Authorized Signature Form)

(See Attached)

City of Peoria

Job Order Contract – P13-0042

Water & Wastewater Treatment Facilities Projects

Contact Personnel

Main Point of Contact (projects, estimates, engineering)

Rob Butts

2928 N. 35th Avenue, Suite 2

Phoenix, AZ 85017

Phone 602-544-3600

Cell 602-300-8655

robutts@filanc.com

Main Point of Contact (contract documents)

David Kiess

2928 N. 35th Avenue, Suite 2

Phoenix, AZ 85017

Phone 602-544-3600

Cell 619-843-0221

dkiess@filanc.com

Persons Authorized to Sign Contract Documents on Behalf of Filanc:

David Kiess – Vice President, Asst. Secretary

Mark Filanc – CEO

Harry Cosmos – President

Catherine Final – CFO, Secretary

Persons Authorized to Execute Change Orders on Behalf of Filanc:

David Kiess – Vice President, Asst. Secretary

Rob Butts – Arizona General Manager

CONTRACT AMENDMENT

Solicitation No. P13-0042C Page 1 of 1

Description: JOC for Water & Wastewater Treatment Facilities Projects (J.R. Filanc Construction Co.)

Amendment No. One (1) Date: April 7, 2014

Materials Management Procurement
9875 N. 85th Ave., 2nd Fl.
Peoria, AZ 85345
Telephone: (623) 773-7115
Fax: (623) 773-7118
Buyer: Christine Finney

The following changes are hereby made to the contract:

I. **Contract Extension** - In accordance with the Contract Special Terms and Conditions, Contract Extension, the above referenced contract shall expire on April 11, 2014 and is hereby extended an additional twelve (12) months. The new Contract Term is **April 12, 2014 to April 11, 2015.**

II. **Page 17, Section 9.3, (Job Order Cost Proposal Structure)** is hereby **DELETED** and REPLACED with the following REVISED Section 9.3 *Changes shown in italicized underline.*

9.3. **Job Order Cost Proposal Structure.** For each Job Order, the Job Order Contractor shall prepare a Job Order Cost Proposal with the sufficient level of cost detail as required by the Owner. Cost detail may include, but is not limited to: schedule of values, work schedule, direct labor cost and fringe benefits, direct material costs (supported by quotes), direct equipment costs (supported by quotes), allowable overhead costs (includes insurance), allowable profit, cost of subcontractors (supported by quotes), and contractor's overhead allowance *(not to exceed 5 percent)* for subcontractor costs.

Contractor hereby acknowledges receipt and agreement. A signed copy shall be filed with the City of Peoria, Materials Management Division.

Signature	Date	David Kiess, Vice President (Typed Name and Title)	J.R. Filanc Construction Company (Company Name)
2928 North 35th Ave, Ste 2 (Address)	Phoenix (City)	AZ (State)	85017 (Zip Code)

Attested By:

Rhonda Geriminsky, City Clerk

CC Number

ACON18513A
Contract Number

Director: Bill Mattingly, Public Works/Utilities Director 04-17-2014

Department Rep: Karl Zook, PE, Construction Superintendent

Approved as to Form:

Stephen M. Kemp, City Attorney

The above referenced Contract Amendment is hereby Executed:

April 30, 2014 at Peoria, Arizona

Dan Zenko, Materials Manager

Official Seal
Copyright 2003
City of Peoria, Arizona

(Rev 09/09/13)CF

ACON18513A

CONTRACT AMENDMENT

Solicitation No. P13-0042C Page 1 of 1

Description: JOC for Water and Wastewater Treatment Facilities Projects (J.R. Filanc Construction Co.)

Amendment No. Two (2) Date: 12/30/14

Materials Management Procurement
9875 N. 85th Ave., 2nd Fl.
Peoria, AZ 85345
Telephone: (623) 773-7115
Fax: (623) 773-7118
Buyer: Christine Finney

In accordance with the Contract Special Terms and Conditions, **Contract Extension**, the above referenced contract shall expire on 4/11/15.

The New Contract Term Is: 4/12/15 to 4/11/16

Contractor hereby acknowledges receipt and agreement. A signed copy shall be filed with the City of Peoria, Materials Management Division.

Signature	Date	Typed Name and Title	Company Name
	1/20/2015	David Kiess, Vice President	J.R. Filanc Construcion Company

Address	City	State	Zip Code
2928 N. 3th Ave., Ste. 2	Phoenix	AZ	85017

Attested By:

Rhonda Geriminsky, City Clerk

CC Number

ACON18513B
Contract Number

City Seal
Copyright 2003
City of Peoria, Arizona

Michael D. Welch (for Bill Mattingly)
Director: Bill Mattingly, Public Works/Utilities Director

1-17-15
Project Manager: Dan Davis, Construction Superintendent

Approved as to Form:

Stephen M. Kemp, City Attorney

The above referenced Contract Amendment is hereby Executed:

January 26, 2015 at Peoria, Arizona

Dan Zenko, Materials Manager

(Rev 09/09/13)CF

ACON18513B

LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
J.R. FILANC CONSTRUCTION CO.

EXHIBIT B

JOC for Water and Wastewater Treatment Facilities Projects ACON18513 – J.R. Filanc Construction Company Proposal

Proposal "Call the Gator"

J. R. FILANC CONSTRUCTION, CO.
2928 N. 35th Ave. Suite 2
Phoenix, Arizona 85017

Date: 3/23/15

To: Tom Gill – Operations Superintendent City of Glendale – Hillcrest Ranch Booster Station Surge Tank Replacement	Ship to:

CONTACT	PROPOSAL NO.	DATE SHIPPED	SHIPPED VIA	F.O.B.	TERMS
Justin Johnson 602-513-0514	1			JOB SITE	NET - 30 days

QTY	DESCRIPTION	UNIT PRICE	TOTAL
	We propose to provide labor, equipment and materials required to perform the following:		
	10,000 Gallon Steel Surge Tank Replacement • Solicit, select, and supervise a tank fabricator that will provide a new 10,000 gallon surge tank per the marked up record drawings and specifications provided to Filanc on 3/03/15 (attached to this proposal). Selected fabricator will also remove and haul off the existing tank as well as deliver and place the new tank. The new tank will be fabricated with supports that utilize the existing concrete support pads and piping connection. NSF approved coatings will be applied to all interior and exterior surfaces. • Filanc will install/connect all tank accessories and instruments. This includes one liquid level gauge, one 6in pressure relief valve, one 316SS probe bottle and new level probe, one air release valve, one 4.5in pressure gauge, one drain ball valve, and the addition of one 12" isolation gate valve at the inlet/outlet nozzle. The existing air and mercoid control lines will be reused and connected in a similar location on the tank. All new accessories and piping will be coated to match the tank. • Includes traffic control should one lane of Deer Valley Road need to be used during the tank loading and off-loading activities. • Solicit, select and supervise an electrical and controls contractor that will provide and install a new Warrick level probe and level relay, remove and replace wiring for the level probe as well as modify the conduit to the new probe location.		

	5HP Compressor Replacement • Procure a new 5HP Ingersoll-Rand compressor, demo the old compressor, install the new one on the same equipment pad, and tie-in to the existing piping and electrical connections. **Pump Station Interior Pipe Coatings** • Solicit, select, and supervise a Coatings Subcontractor that will re-coat all deteriorated pipe and equipment coatings inside the building. **Engineering Services** • Filanc will contract with Black and Veatch to provide engineering services. Services include an SOP development and surge analysis for the pump station and site inspections for the project. **HRBS SURGE TANK REPLACEMENT PROJECT** **(INCLUDING COMPRESSOR, COATINGS & ENGINEERING SERVICES)**		**$171,572.00**
	Exclusions: Permits, special inspections, draining and filling of the tank, disinfection, and as identified on the attached "Inclusions/Exclusions" form.		
		SUBTOTAL	**$171,572.00**
		15% Markup	**INC**
		Sales Tax at 65% of 9.2%	**INC.**
		Total **Not to Exceed**	**$171,572.00**
		Owner Contingency	**$25,000.00**
		Pump Inspection & Repair Allowance	**$20,000.00**
		Grand Total	**$216,572.00**

JR Filanc Cost Proposal

CLIENT NAME: City of Glendale

Location:	HRBS - 6790 W. Deer Valley Rd, Glendale	City Project No.:	TBD
Job Title:	HRBS Surge Tank Replacement	Contractor's Job No.:	TBD
		Prepared by:	Justin Johnson
		Date:	4/20/2015
		Revision:	2

Description of Work to be Performed (supporting information attached): Replacement of one 10,000 gallon steel surge tank and associated equipment as detailed on the proposal cover letter.

SECTION A: LABOR

Position	Unit	Quantity	Labor Cost Each	Labor Cost Total	Position Total
Project Manager	Hours	20.0	$ 77.21	$ 1,544.20	$ 1,544.20
Project Engineer	Hours	6.0	$ 60.63	$ 363.78	$ 363.78
Superintendent	Hours	48.0	$ 65.26	$ 3,132.48	$ 3,132.48
Foreman	Hours	40.0	$ 49.75	$ 1,990.00	$ 1,990.00
Pipefitter	Hours	40.0	$ 34.67	$ 1,386.80	$ 1,386.80
Laborer	Hours	40.0	$ 25.23	$ 1,009.20	$ 1,009.20
			Total Labor Cost		$ 9,426.46

SECTION B: EQUIPMENT

Item	Unit	Quantity	Equipment Each	Equipment Total	Item Total
Supervisor Truck 1	Hours	48.0	$ 19.82	$ 951.36	$ 951.36
Supervisor Truck 2	Hours	20.0	$ 19.82	$ 396.40	$ 396.40
Service Truck	Hours	40.0	$ 25.63	$ 1,025.20	$ 1,025.20
J-John and Handwash Station	LS	1.0	$ 230.00	$ 230.00	$ 230.00
			Total Equipment Cost		$ 2,602.96

SECTION C: MATERIALS

Item	Unit	Quantity	Material Each	Material Total	Item Total
ALB - Piping and Accessories	LS	1.0	$ 14,400.00	$ 14,400.00	$ 14,400.00
Ingersoll Rand - Compressor	LS	1.0	$ 2,850.00	$ 2,850.00	$ 2,850.00
		1.0	$ -	$ -	$ -
			Total Material Cost		$ 17,250.00

SECTION D: SUBCONTRACTORS & CONSULTANTS

Company	Description of Work to be Performed (Supporting quote & information attached)	Item Total
MMI Tank	Fabricate & Install New Tank, Demo and Remove Old Tank	$ 58,267.00
IPS	Electrical and Controls	$ 6,250.00
Trafficade	Traffic Control	$ 700.00
AO Painting	Paint Existing Interior Piping and New Exterior Piping & Tank Access.	$ 7,945.00
Black & Veatch	SOP Development, Surge Analysis, & Inspections	$ 35,980.00
	Total Subcontractor Cost	$109,142.00

OVERHEAD:	7.2%	(% to be taken from matrix)
PROFIT:	7.8%	(% to be taken from matrix)

Subtotal General Contractor Costs (A+B+C):	$29,279.42
O&P (% of A+C):	$4,001.47
Total General Contractor Costs including O&P:	$33,280.89
Subtotal Subcontractor Costs (D)	$109,142.00
Subcontractor Profit (15% of D)	$16,371.30
Total Subcontractor Costs including O&P:	$125,513.30
TOTAL GC Cost (including O&P) and Subcontractor Costs (including Subcontractor Profit):	$158,794.19
Insurance Costs @ 0.75%	$1,190.96
Bond Costs @ 1.20%	$1,905.53
Sales Tax (65% of 9.2%)	$9,681.06
Subtotal Job Cost:	**$171,572**
Owner Contingency	$25,000.00
Pump Inspection & Repair Allowance	$20,000.00
TOTAL JOB COST:	**$216,572**

Submitted by:

Justin Johnson - Project Manager — 4/20/15

Name, Title — Date

Inclusions / Exclusions

Description	Included	Excluded	Notes
PRECONSTRUCTION SERVICES			
Professional / Design Engineer Services	X		Provided by the tank fabricator for the tank only.
Value Engineering Analysis	X		
Cost Estimating / Models	X		
Survey Services		X	
Obtain Maricopa County Approval to Construct		X	
PERMITS			
Permit Fees (Identify Type if Required)		X	Filanc to purchase if required
Maricopa County Dust Control Permit		X	
Arizona Pollutant Discharge Elimination System (AZPDES) Permit		X	
Arizona Department of Transportation Permit		X	
U.S. Army Corps of Engineers 404 Permit		X	
Maricopa County Flood Control District (MCFCD) Right-of-Way		X	
INSURANCE			
Standard Insurance in Accordance with the Contract	X		
Builders Risk Insurance		X	
Pollution Insurance		X	
Professional Liability Insurance		X	
Railroad Protectice Insurance		X	
CONTRACT MATTERS			
Buy America (federally funded projects)		X	
Davis Bacon Wages (federally funded projects)		X	
Arizona Transaction Privelage Tax	X		Filanc Pays Directly to the State
Public Information		X	
SITE MANAGEMENT			
Mobilization / Demobilization (Identify Quantity)	X		One each way.
Storm Water Pollution Prevention Plan (SWPPP)		X	
Construction Water		X	Provided on site by the City of Glendale
Dust Control		X	
Odor Control		X	
Noise Control		X	
Field Office - Filanc / Engineer / Owner		X	
Site Security		X	
Temporary Fence		X	
Offsite Yard / Storage		X	

Inclusions / Exclusions

Description	Included	Excluded	Notes
SITE MANAGEMENT (CONT'D)			
Sanitary Facilities	x		
Use of Existing Utilities - Power / Water	x		
Utility Location - Private		x	
Utility Location - Potholing		x	
Survey		x	
Maintenance of Plant Operations (MOPO)		x	
Operation of Existing Valves / Equipment		x	
Full Time Subcontractor Supervision	x		
			For MMI, IPS & AO Painting
SCHEDULE			
Overtime - Filanc		x	
Overtime - Inspection / Engineer / Owner		x	
Multiple Shifts		x	
Weekend Work		x	
Night Work		x	
EXISTING CONDITIONS			
Hazardous Wast Handling / Disposal		x	
Contaminated Wast Handling / Disposal		x	
Operation of Existing Valves / Equipment	x		Filanc will Coordinate w/ plant staff
Clearing / Grubbing		x	
Native Plant Salvage		x	
Remove / Relocate Existing Utilities		x	
Damage to Unknown / Unmarked Utilities		x	
Remove / Replace Asbestos Cement Pipe		x	
Utility Conflicts		x	
GEOTECHNICAL CONDITIONS			
Dewatering		x	
Hard Rock Excavation		x	
Unsuitable Material		x	
Subsurface Obstructions		x	
Loose / Saturated Soil		x	
CLSM Backfill		x	
Description	Included	Excluded	Notes

Inclusions / Exclusions

QUALITY CONTROL			
Vacuum Testing - Manhole		x	
Spark Testing - Coating		x	
Material Testing		x	
Water Bacteria Testing		x	City to disinfect and test w/ pump station
Restoration		x	
Material Disposal		x	
Compaction / Density Testing		x	
Concrete Testing		x	
Asphalt Testing		x	
Other Material Testing	x		Test and inspections to be performed by tank fabricator for the tank only. Reports provided
TRAFFIC CONTROL			
Traffic Control	x		Trafficade will provide Traffic Control services if required
Variable Message Board(s)		x	
Off Duty Police Officer		x	
Traffic Restrictions	x		One lane may be restricted during offloading of new tank and loading of old tank
Pedestrian Access on Trail or Sidewalk	x		Pedestrian crossing may be restricted during offloading of new tank and loading of old tank
CLOSEOUT			
Record Drawings - Filanc		x	
Record Drawings - Engineer Stamped	x		For tank structural if field changes are made
Operation & Maintenance Manuals	x		For probe and compressor
Spare Parts		x	
Operator Training		x	
Obtain Maricopa County Approval of Construction		x	

File #: 15-381, **Version:** 1

FISCAL YEAR 2015-16 PERFORMING ARTS PARTNERSHIP PROGRAM
Staff Contact: Erik Strunk, Director, Community Services

Purpose and Recommended Action

This is a request for the City Council to approve expenditures from the Municipal Arts Fund as recommended by the Glendale Arts Commission for the Fiscal Year 2015-2016 (FY15-16) Performing Arts Partnership Program.

Background

In 1996, the City Council established the Performing Arts Partnership Program. Under this program, funds from the Municipal Arts Fund are used to administer and fund the city's public art and performing arts programs. Expenditures for these programs are recommended by the Glendale Arts Commission through its annual "Arts Projects Plan" and subject to approval by the City Council through the annual budget review process.

Since the start of the program in 1996, the City Council has approved approximately $630,800 to sponsor 209 performing arts projects that have benefited thousands of Glendale school children and residents.

Beginning in March 2015, proposals for the Performing Arts Partnership Program were solicited from non-profit arts organizations, performing artists, schools and government agencies. After a three-month, open, competitive application and review process by the Glendale Arts Commission, the City received 20 qualifying proposals. The Arts Commission reviewed the applications and met on April 8, 2015, to evaluate, score and vote on which proposals to forward to the Council for formal consideration.

Analysis

Of the 20 applications submitted for consideration, the following nine are being recommended by the Arts Commission for full funding in FY15-16 contingent upon Council approval of the FY15-16 budget:

- $4,000 - Arizona Theatre Company's Shakespeare Theatre Residency will teach theatre art skills to 11th and 12th grade students at Glendale High School and Ironwood High School. The residency will be for four days, three times during the year. A community performance of the student production of "A Midsummer Nights Dream" will be offered at the Glendale Amphitheater at Murphy Park.

- $4,000 - Ballet Arizona will conduct the "Class Act Intensive Program" with 4th and 5th graders at Don Mensendick Elementary School. The program will teach children basic elements of dance and guide them through the creation of their own dance work, which will be presented at their school assembly or during an evening performance.

- $4,000 - Boys & Girls Clubs of Metropolitan Phoenix will conduct the “Japanese Taiko Drumming Project” with guest artist, Eileen Morgan. The project will include 18 teaching workshops for youth at the Swift Kids Club in Glendale. The project will culminate in two public performances to be held during fall 2015 at the “Swift Kids Club’s Day for Kids” celebration in September and Fall Festival in October.

- $4,000 - Brelby Theatre Company will present the “Adventures in Wonderland” summer theatre camp for youth; “Desert Dystopia” summer theatre camp for teens; and the “Adult Production Intensive” summer camp for new and experienced playwrights, directors and actors. All three of the camps will culminate in free public performances to be held at Brelby Theatre or the Glendale Amphitheater. Brelby will also present the “Annual Halloween Evening of Stories” to be held at the Glendale Amphitheater. The evening will include short re-enactments of fairy tales and ghost stories, theatrical readings of Poe and other poems.

- $4,000 - Center Dance Ensemble (CDE) will present the “2015-16 School Tour”. There will be eleven performances at six Glendale Elementary School District schools. CDE will conduct performances of their touring shows as chosen by the schools from “The ABC’s of Dance” program, “Poetry ‘n Motion and More Poetry ‘n Motion”.

- $4,000 - Ironwood Band Community Foundation’s project, “Music Masters” will help music students at Ironwood High School and its six “feeder” schools increase their musicianship, grow in their love for music, and experience an opportunity to perform for the wider Glendale Community. Funds will be used to retain two high level performing groups such as Phoenix Chamber Brass and The Mill Avenue Chamber Players to provide instruction. The students will provide two public performances - one at Ironwood High School and one at the Glendale Amphitheater.

- $4,000 - Jivemind Cooperative Music Labs will present “Pillars Music Experience” consisting of three concerts highlighting the strength and support of the Glendale Community. “Pillars” will feature local songwriters, bringing together their community through music. The concerts will be held on Saturdays at the Glendale Amphitheater late summer and early autumn.

- $4,000 - Mill Ave Chamber Players will present Live at the Library, a series of six musical performances to be held at the Glendale Main Library Auditorium on the fourth Thursday evening of the month, from September 2015 through April 2016.

- $4,000 - Phoenix Conservatory of Music will partner with the Glendale Elementary School District No. 40 to facilitate the program, “Music Moves Glendale Schools!”. A professional teaching artist and guest artists will provide 44 hours of high quality music education experiences at no cost to the Glendale students. Students will then perform for their families and the larger Glendale community with a free public performance at the Glendale Amphitheater.

The public events will occur between July 1, 2015 and June 30, 2016, and are projected to benefit 10,000 residents. In order to ensure the various events are promoted, additional public notification will take place on the city’s website and via press release. Additionally, the funding recipients will promote events through their

own marketing efforts.

Previous Related Council Action

On May 27, 2014, Council approved the FY 2014-2015 Performing Arts Grants.

Community Benefit/Public Involvement

Since the program started, the City of Glendale has helped sponsor a variety of performing arts activities, which have benefited thousands of Glendale school children and residents. Examples would include ballet and theater performances at Glendale's public venues; artist-in-residency programs at public schools throughout Glendale; performance-based educational projects at Glendale community centers; programs for abused and/or homeless children; and a variety of workshops and performances conducted at the public libraries. The Arts Commission reviewed and recommended these nine grants at its April 8, 2015 meeting.

Budget and Financial Impacts

The recommended FY15-16 Performing Arts Grants, contingent upon Council approval of the FY15-16 budget, are funded with a portion of the 1% for the arts fund and as such, do not impact the General Fund.

Cost	Fund-Department-Account
$36,000	1220-15310-531200, Art Fund

Capital Expense? No

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?

powered by Legistar™

PERSONAL SERVICES CONTRACT
FY2015-16 PERFORMING ARTS PARTNERSHIP PROGRAM AGREEMENT

This Personal Services Contract for FY2015-16 Performing Arts Partnership Program Agreement ("Agreement") is entered into this 23rd day of June, 2015 (Effective Date) between the CITY OF GLENDALE, an Arizona municipal corporation ("City") and ARIZONA THEATRE COMPANY, an Arizona non-profit corporation, as an Independent Contractor ("IC").

RECITALS

A. The City intends to contract IC for the performance of certain tasks.

B. IC declares that IC is engaged in an independent business and has complied with all federal, state and local laws regarding business permits and licenses of any kind that may be required to carry out the said business and the tasks to be performed under this Agreement with City.

C. IC declares that IC holds services out to the public as a separate business entity from City and is not in business for the purpose of providing services solely to City.

D. City and IC desire to memorialize their agreement with this document.

AGREEMENT

1. SERVICES TO BE PERFORMED. By this Agreement, City contracts with IC to perform all the services in the Scope of Work attached as Exhibit A ("Services").

2. COMPENSATION.

☐ City will pay 50% of the performance fee upon execution of this Agreement and the remaining amount upon satisfactory completion of the performance together with an IC invoice depicting the dates and times of the performance(s).

☒ In consideration for the Services described herein, City will pay IC $4,000. The payment will be made within thirty (30) days after receiving an invoice from IC. The invoice must at a minimum contain the time(s) and location(s) of the Service.

3. PROMOTION. IC must acknowledge City's support in press releases, performance programs and advertisements with the following credit line: "(Name of the Performance) is sponsored by the City of Glendale Arts Commission's Performing Arts Program."

4. FINAL EVALUATION. IC must submit a final report and a project evaluation to the Arts Commission within thirty (30) days after the completion of the Services. All unexpended funds from IC must be returned to City no later than sixty (60) days after the completion of the Services.

5. TAXES. No payroll or employment taxes of any kind will be withheld or paid with respect to payments to IC. The payroll or employment taxes that are the subject of this section

include, but are not limited to FICA, FUTA, federal personal income tax, state personal income tax, state disability insurance tax and state unemployment insurance tax. The IC is required to be licensed, and report and pay all city, county, and state privilege (sales) and exercise taxes.

6. WORKERS' COMPENSATION. No workers' compensation insurance has been or will be obtained by City for IC or any employee working for or on behalf of IC.

7. NON-DISCRIMINATION. IC agrees that all Services shall be open to all members of the public and no person shall be denied access to, or participate in, the performance or event on the basis of race, color, national origin, gender, age, sexual orientation or disability.

8. TERMINATION OR MODIFICATION. This Agreement may be terminated by either party upon fifteen (15) days written notice. No modification to the Agreement can be made without written approval of City and IC. Any and all sums advanced to IC under Section 2 must be refunded in full upon submission of the written notice to terminate.

9. IMMIGRATION LAW COMPLIANCE.

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

   b. Any breach of warranty under Section 9(a) above is considered a material breach of this Agreement and is subject to penalties up to and including termination of this Agreement.

   c. City retains the legal right to inspect the papers of any IC or subcontractor employee who performs work under this Agreement to ensure that IC or any subcontractor is compliant with the warranty under Section 9(a) above.

   d. City may conduct random inspections, and upon request of City, IC will provide copies of papers and records of IC demonstrating continued compliance with the warranty under Section 9(a) above. IC agrees to keep papers and records available for inspection by City during normal business hours and will cooperate with City in the exercise of its statutory duties and not deny access to its business premises or applicable papers or records for the purposes of enforcement of this section.

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

   f. IC's warranty and obligations under this section to City is continuing throughout the term of this Agreement or until such time as City determines, in its sole discretion, that

Arizona law has been modified in that compliance with this section is no longer a requirement.

g. The "E-Verify Program" above means the employment verification program administered by the United States Department of Homeland Security, the Social Security Administration, or any successor program.

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

11. INDEMNIFICATION.

a. To the fullest extent permitted by law, IC must defend, indemnify, and hold harmless City and its elected officials, officers, employees and agents (each, an "Indemnified Party," collectively, the "Indemnified Parties"), for, from, and against any and all claims, demands, actions, damages, judgments, settlements, personal injury (including sickness, disease, death, and bodily harm), property damage (including loss of use), infringement, governmental action and all other losses and expenses, including attorneys' fees and litigation expenses (each a "Demand or Expense;" collectively, "Demands or Expenses") asserted by a third-party (i.e. a person or entity other than City or IC) and that arises out of or results from the breach of this Agreement by IC or IC's negligent actions, errors or omissions (including any subcontractor or other person or firm employed by IC), whether sustained before or after completion of the tasks and services described in Section 1 of this Agreement.

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

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

12. INTEGRATION. This Agreement contains, except as stated below, the entire Agreement between City and IC and supersedes all prior conversations and negotiations between the parties regarding this Agreement.

13. COMPLIANCE WITH LAW. IC must comply with all applicable federal, state, and local laws and regulations, including all laws and regulations governing music and performance licensing fees.

14. SURVIVAL. Except as specifically provided otherwise in this Agreement, each warranty, representation, indemnification and hold harmless provision, insurance requirement, and every other right, remedy and responsibility of City and IC will survive the termination of this Agreement.

15. SEVERABILITY. If any provision of this Agreement is voided or found unenforceable, that determination will not affect the validity of the other provisions, and the voided or unenforceable provision will be reformed to conform to applicable law.

DATED this _____ day of _____, 2015.

CITY OF GLENDALE,
an Arizona municipal corporation

_____
Richard A. Bowers
Acting City Manager

ATTEST:

_____
City Clerk (SEAL)

APPROVED AS TO FORM:

_____
Michael D. Bailey
City Attorney

ARIZONA THEATRE COMPANY,
an Arizona non-profit corporation

_____
By: ALEXIS SMITH-SCHALLENBERGER
Its: GRANTS MANAGER

EXHIBIT A

SCOPE OF WORK

Project:

A Midsummer Night's Dream

Description:

Arizona Theatre Company's Shakespeare Theatre Residency teaches theatre art skills to 11th and 12th grade student at Glendale High School and Ironwood High School. The residency is four days three times per year. A community performance of the student production of *A Midsummer Night's Dream* will be offered at the Glendale Amphitheater at Murphy Park

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2. COMPENSATION.

☐ City will pay 50% of the performance fee upon execution of this Agreement and the remaining amount upon satisfactory completion of the performance together with an IC invoice depicting the dates and times of the performance(s).

☒ In consideration for the Services described herein, City will pay IC $4,000. The payment will be made within thirty (30) days after receiving an invoice from IC. The invoice must at a minimum contain the time(s) and location(s) of the Service.

3. PROMOTION. IC must acknowledge City's support in press releases, performance programs and advertisements with the following credit line: "(Name of the Performance) is sponsored by the City of Glendale Arts Commission's Performing Arts Program."

4. FINAL EVALUATION. IC must submit a final report and a project evaluation to the Arts Commission within thirty (30) days after the completion of the Services. All unexpended funds from IC must be returned to City no later than sixty (60) days after the completion of the Services.

5. TAXES. No payroll or employment taxes of any kind will be withheld or paid with respect to payments to IC. The payroll or employment taxes that are the subject of this section

include, but are not limited to FICA, FUTA, federal personal income tax, state personal income tax, state disability insurance tax and state unemployment insurance tax. The IC is required to be licensed, and report and pay all city, county, and state privilege (sales) and exercise taxes.

6. WORKERS' COMPENSATION. No workers' compensation insurance has been or will be obtained by City for IC or any employee working for or on behalf of IC.

7. NON-DISCRIMINATION. IC agrees that all Services shall be open to all members of the public and no person shall be denied access to, or participate in, the performance or event on the basis of race, color, national origin, gender, age, sexual orientation or disability.

8. TERMINATION OR MODIFICATION. This Agreement may be terminated by either party upon fifteen (15) days written notice. No modification to the Agreement can be made without written approval of City and IC. Any and all sums advanced to IC under Section 2 must be refunded in full upon submission of the written notice to terminate.

9. IMMIGRATION LAW COMPLIANCE.

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

b. Any breach of warranty under Section 9(a) above is considered a material breach of this Agreement and is subject to penalties up to and including termination of this Agreement.

c. City retains the legal right to inspect the papers of any IC or subcontractor employee who performs work under this Agreement to ensure that IC or any subcontractor is compliant with the warranty under Section 9(a) above.

d. City may conduct random inspections, and upon request of City, IC will provide copies of papers and records of IC demonstrating continued compliance with the warranty under Section 9(a) above. IC agrees to keep papers and records available for inspection by City during normal business hours and will cooperate with City in the exercise of its statutory duties and not deny access to its business premises or applicable papers or records for the purposes of enforcement of this section.

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

f. IC's warranty and obligations under this section to City is continuing throughout the term of this Agreement or until such time as City determines, in its sole discretion, that

Arizona law has been modified in that compliance with this section is no longer a requirement.

g. The "E-Verify Program" above means the employment verification program administered by the United States Department of Homeland Security, the Social Security Administration, or any successor program.

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

11. INDEMNIFICATION.

a. To the fullest extent permitted by law, IC must defend, indemnify, and hold harmless City and its elected officials, officers, employees and agents (each, an "Indemnified Party," collectively, the "Indemnified Parties"), for, from, and against any and all claims, demands, actions, damages, judgments, settlements, personal injury (including sickness, disease, death, and bodily harm), property damage (including loss of use), infringement, governmental action and all other losses and expenses, including attorneys' fees and litigation expenses (each a "Demand or Expense;" collectively, "Demands or Expenses") asserted by a third-party (i.e. a person or entity other than City or IC) and that arises out of or results from the breach of this Agreement by IC or IC's negligent actions, errors or omissions (including any subcontractor or other person or firm employed by IC), whether sustained before or after completion of the tasks and services described in Section 1 of this Agreement.

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

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

12. INTEGRATION. This Agreement contains, except as stated below, the entire Agreement between City and IC and supersedes all prior conversations and negotiations between the parties regarding this Agreement.

13. COMPLIANCE WITH LAW. IC must comply with all applicable federal, state, and local laws and regulations, including all laws and regulations governing music and performance licensing fees.

14. SURVIVAL. Except as specifically provided otherwise in this Agreement, each warranty, representation, indemnification and hold harmless provision, insurance requirement, and every other right, remedy and responsibility of City and IC will survive the termination of this Agreement.

15. SEVERABILITY. If any provision of this Agreement is voided or found unenforceable, that determination will not affect the validity of the other provisions, and the voided or unenforceable provision will be reformed to conform to applicable law.

DATED this _____ day of _____, 2015.

CITY OF GLENDALE,
an Arizona municipal corporation

_____
Richard A. Bowers
Acting City Manager

ATTEST:

_____
City Clerk (SEAL)

APPROVED AS TO FORM:

_____
Michael D. Bailey
City Attorney

BALLET ARIZONA,
an Arizona non-profit corporation

_____
By: Joseph Cavanagh
Its: Education & Community Outreach Manager

EXHIBIT A

SCOPE OF WORK

Project:

Class Act Intensive Program

Description:

Ballet Arizona will conduct The Class Act Intensive Program, which teaches children basic elements of dance and guides them through the creation of their own new dance piece, which will be presented at their school assembly – Don Mensendick Elementary School. The school assembly will broaden the learning experience and expose more students to the performing arts. Performance date is to be determined.

PERSONAL SERVICES CONTRACT
FY 2015-16 PERFORMING ARTS PARTNERSHIP PROGRAM AGREEMENT

This Personal Services Contract for FY2015-16 Performing Arts Partnership Program Agreement ("Agreement") is entered into this 23rd day of June, 2015 (Effective Date) between the CITY OF GLENDALE, an Arizona municipal corporation ("City") and THE BOYS & GIRLS CLUB OF METROPOLITAN PHOENIX, INC., an Arizona non-profit corporation, as an Independent Contractor ("IC").

RECITALS

A. The City intends to contract IC for the performance of certain tasks.

B. IC declares that IC is engaged in an independent business and has complied with all federal, state and local laws regarding business permits and licenses of any kind that may be required to carry out the said business and the tasks to be performed under this Agreement with City.

C. IC declares that IC holds services out to the public as a separate business entity from City and is not in business for the purpose of providing services solely to City.

D. City and IC desire to memorialize their agreement with this document.

AGREEMENT

1. SERVICES TO BE PERFORMED. By this Agreement, City contracts with IC to perform all the services in the Scope of Work attached as Exhibit A ("Services").

2. COMPENSATION.

☐ City will pay 50% of the performance fee upon execution of this Agreement and the remaining amount upon satisfactory completion of the performance together with an IC invoice depicting the dates and times of the performance(s).

☒ In consideration for the Services described herein, City will pay IC $4,000. The payment will be made within thirty (30) days after receiving an invoice from IC. The invoice must at a minimum contain the time(s) and location(s) of the Service.

3. PROMOTION. IC must acknowledge City's support in press releases, performance programs and advertisements with the following credit line: "(Name of the Performance) is sponsored by the City of Glendale Arts Commission's Performing Arts Program."

4. FINAL EVALUATION. IC must submit a final report and a project evaluation to the Arts Commission within thirty (30) days after the completion of the Services. All unexpended funds from IC must be returned to City no later than sixty (60) days after the completion of the Services.

5. TAXES. No payroll or employment taxes of any kind will be withheld or paid with respect to payments to IC. The payroll or employment taxes that are the subject of this section include, but are not limited to FICA, FUTA, federal personal income tax, state personal income tax, state disability insurance tax and state unemployment insurance tax. The IC is required to be licensed, and report and pay all city, county, and state privilege (sales) and exercise taxes.

6. WORKERS' COMPENSATION. No workers' compensation insurance has been or will be obtained by City for IC or any employee working for or on behalf of IC.

7. NON-DISCRIMINATION. IC agrees that all Services shall be open to all members of the public and no person shall be denied access to, or participate in, the performance or event on the basis of race, color, national origin, gender, age, sexual orientation or disability.

8. TERMINATION OR MODIFICATION. This Agreement may be terminated by either party upon fifteen (15) days written notice. No modification to the Agreement can be made without written approval of City and IC. Any and all sums advanced to IC under Section 2 must be refunded in full upon submission of the written notice to terminate.

9. IMMIGRATION LAW COMPLIANCE.

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

   b. Any breach of warranty under Section 9(a) above is considered a material breach of this Agreement and is subject to penalties up to and including termination of this Agreement.

   c. City retains the legal right to inspect the papers of any IC or subcontractor employee who performs work under this Agreement to ensure that IC or any subcontractor is compliant with the warranty under Section 9(a) above.

   d. City may conduct random inspections, and upon request of City, IC will provide copies of papers and records of IC demonstrating continued compliance with the warranty under Section 9(a) above. IC agrees to keep papers and records available for inspection by City during normal business hours and will cooperate with City in the exercise of its statutory duties and not deny access to its business premises or applicable papers or records for the purposes of enforcement of this section.

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

f. IC's warranty and obligations under this section to City is continuing throughout the term of this Agreement or until such time as City determines, in its sole discretion, that Arizona law has been modified in that compliance with this section is no longer a requirement.

g. The "E-Verify Program" above means the employment verification program administered by the United States Department of Homeland Security, the Social Security Administration, or any successor program.

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

11. INDEMNIFICATION.

a. To the fullest extent permitted by law, IC must defend, indemnify, and hold harmless City and its elected officials, officers, employees and agents (each, an "Indemnified Party," collectively, the "Indemnified Parties"), for, from, and against any and all claims, demands, actions, damages, judgments, settlements, personal injury (including sickness, disease, death, and bodily harm), property damage (including loss of use), infringement, governmental action and all other losses and expenses, including attorneys' fees and litigation expenses (each a "Demand or Expense;" collectively, "Demands or Expenses") asserted by a third-party (i.e. a person or entity other than City or IC) and that arises out of or results from the breach of this Agreement by IC or IC's negligent actions, errors or omissions (including any subcontractor or other person or firm employed by IC), whether sustained before or after completion of the tasks and services described in Section 1 of this Agreement.

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

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

12. INTEGRATION. This Agreement contains, except as stated below, the entire Agreement between City and IC and supersedes all prior conversations and negotiations between the parties regarding this Agreement.

13. COMPLIANCE WITH LAW. IC must comply with all applicable federal, state, and local laws and regulations, including all laws and regulations governing music and performance licensing fees.

14. SURVIVAL. Except as specifically provided otherwise in this Agreement, each warranty, representation, indemnification and hold harmless provision, insurance requirement, and every other right, remedy and responsibility of City and IC will survive the termination of this Agreement.

15. SEVERABILITY. If any provision of this Agreement is voided or found unenforceable, that determination will not affect the validity of the other provisions, and the voided or unenforceable provision will be reformed to conform to applicable law.

DATED this _____ day of _____, 2015.

CITY OF GLENDALE,
an Arizona municipal corporation

_____
Richard A. Bowers
Acting City Manager

ATTEST:

_____
City Clerk (SEAL)

APPROVED AS TO FORM:

_____
Michael D. Bailey
City Attorney

THE BOYS & GIRLS CLUB OF
METROPOLITAN PHOENIX, INC.,
an Arizona non-profit corporation

_____
By: Alex Garza, Jr
Its: Unit Director

EXHIBIT A

SCOPE OF WORK

Project:

Japanese Taiko Drumming Project

Description:

Boys & Girls Clubs of Metropolitan Phoenix will have a guest artist for the Japanese Taiko Drumming Project. The project will include 18 teaching workshops for 20-25 youth at the Swift Kids Club in Glendale, and two performances.

PERSONAL SERVICES CONTRACT
FY2015-16 PERFORMING ARTS PARTNERSHIP PROGRAM AGREEMENT

This Personal Services Contract for FY2015-16 Performing Arts Partnership Program Agreement ("Agreement") is entered into this 23rd day of June, 2015 (Effective Date) between the CITY OF GLENDALE, an Arizona municipal corporation ("City") and BRELBY THEATRE COMPANY LLC, an Arizona domestic limited liability company, as an Independent Contractor ("IC").

RECITALS

A. The City intends to contract IC for the performance of certain tasks.

B. IC declares that IC is engaged in an independent business and has complied with all federal, state and local laws regarding business permits and licenses of any kind that may be required to carry out the said business and the tasks to be performed under this Agreement with City.

C. IC declares that IC holds services out to the public as a separate business entity from City and is not in business for the purpose of providing services solely to City.

D. City and IC desire to memorialize their agreement with this document.

AGREEMENT

1. SERVICES TO BE PERFORMED. By this Agreement, City contracts with IC to perform all the services in the Scope of Work attached as Exhibit A ("Services").

2. COMPENSATION.

- ❑ City will pay 50% of the performance fee upon execution of this Agreement and the remaining amount upon satisfactory completion of the performance together with an IC invoice depicting the dates and times of the performance(s).
- ❑ In consideration for the Services described herein, City will pay IC $4,000. The payment will be made within thirty (30) days after receiving an invoice from IC. The invoice must at a minimum contain the time(s) and location(s) of the Service.

3. PROMOTION. IC must acknowledge City's support in press releases, performance programs and advertisements with the following credit line: "(Name of the Performance) is sponsored by the City of Glendale Arts Commission's Performing Arts Program."

4. FINAL EVALUATION. IC must submit a final report and a project evaluation to the Arts Commission within thirty (30) days after the completion of the Services. All unexpended funds from IC must be returned to City no later than sixty (60) days after the completion of the Services.

5. TAXES. No payroll or employment taxes of any kind will be withheld or paid with respect to payments to IC. The payroll or employment taxes that are the subject of this section include, but are not limited to FICA, FUTA, federal personal income tax, state personal income tax, state disability insurance tax and state unemployment insurance tax. The IC is required to be licensed, and report and pay all city, county, and state privilege (sales) and exercise taxes.

6. WORKERS' COMPENSATION. No workers' compensation insurance has been or will be obtained by City for IC or any employee working for or on behalf of IC.

7. NON-DISCRIMINATION. IC agrees that all Services shall be open to all members of the public and no person shall be denied access to, or participate in, the performance or event on the basis of race, color, national origin, gender, age, sexual orientation or disability.

8. TERMINATION OR MODIFICATION. This Agreement may be terminated by either party upon fifteen (15) days written notice. No modification to the Agreement can be made without written approval of City and IC. Any and all sums advanced to IC under Section 2 must be refunded in full upon submission of the written notice to terminate.

9. IMMIGRATION LAW COMPLIANCE.

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

   b. Any breach of warranty under Section 9(a) above is considered a material breach of this Agreement and is subject to penalties up to and including termination of this Agreement.

   c. City retains the legal right to inspect the papers of any IC or subcontractor employee who performs work under this Agreement to ensure that IC or any subcontractor is compliant with the warranty under Section 9(a) above.

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

f. IC's warranty and obligations under this section to City is continuing throughout the term of this Agreement or until such time as City determines, in its sole discretion, that Arizona law has been modified in that compliance with this section is no longer a requirement.

g. The "E-Verify Program" above means the employment verification program administered by the United States Department of Homeland Security, the Social Security Administration, or any successor program.

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

11. INDEMNIFICATION.

a. To the fullest extent permitted by law, IC must defend, indemnify, and hold harmless City and its elected officials, officers, employees and agents (each, an "Indemnified Party," collectively, the "Indemnified Parties"), for, from, and against any and all claims, demands, actions, damages, judgments, settlements, personal injury (including sickness, disease, death, and bodily harm), property damage (including loss of use), infringement, governmental action and all other losses and expenses, including attorneys' fees and litigation expenses (each a "Demand or Expense;" collectively, "Demands or Expenses") asserted by a third-party (i.e. a person or entity other than City or IC) and that arises out of or results from the breach of this Agreement by IC or IC's negligent actions, errors or omissions (including any subcontractor or other person or firm employed by IC), whether sustained before or after completion of the tasks and services described in Section 1 of this Agreement.

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

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13. COMPLIANCE WITH LAW. IC must comply with all applicable federal, state, and local laws and regulations, including all laws and regulations governing music and performance licensing fees.

14. SURVIVAL. Except as specifically provided otherwise in this Agreement, each warranty, representation, indemnification and hold harmless provision, insurance requirement, and every other right, remedy and responsibility of City and IC will survive the termination of this Agreement.

15. SEVERABILITY. If any provision of this Agreement is voided or found unenforceable, that determination will not affect the validity of the other provisions, and the voided or unenforceable provision will be reformed to conform to applicable law.

DATED this _____ day of _____, 2015.

CITY OF GLENDALE,
an Arizona municipal corporation

_____
Richard A. Bowers
Acting City Manager

ATTEST:

_____
City Clerk (SEAL)

APPROVED AS TO FORM:

_____
Michael D. Bailey
City Attorney

BRELBY THEATRE COMPANY LLC,
an Arizona domestic limited liability company

_____
By: Brian Maticic
Its: Executive Director

EXHIBIT A

SCOPE OF WORK

Project:

Brelby Theatre Company Projects

Description:

Brelby Theatre Company will present the Adventures in Wonderland summer theatre camp for youth; Desert Dystopia summer theatre camp for teens; and the Adult Production Intensive summer camp for new and experienced playwrights, directors and actors. All three of the camps will culminate in free public performances to be held at Brelby Theatre or the Glendale Amphitheater. Brelby will also present the Annual Halloween Evening of Stories to be held at the Glendale Amphitheater. The evening will include short re-enactments of fairy tales and ghost stories, theatrical readings of Poe and other poems.

PERSONAL SERVICES CONTRACT
FY2015-16 PERFORMING ARTS PARTNERSHIP PROGRAM AGREEMENT

This Personal Services Contract for FY2015-16 Performing Arts Partnership Program Agreement ("Agreement") is entered into this 23rd day of June, 2015 (Effective Date) between the CITY OF GLENDALE, an Arizona municipal corporation ("City") and CENTER DANCE ENSEMBLE, an Arizona nonprofit corporation, as an Independent Contractor ("IC").

RECITALS

A. The City intends to contract IC for the performance of certain tasks.

B. IC declares that IC is engaged in an independent business and has complied with all federal, state and local laws regarding business permits and licenses of any kind that may be required to carry out the said business and the tasks to be performed under this Agreement with City.

C. IC declares that IC holds services out to the public as a separate business entity from City and is not in business for the purpose of providing services solely to City.

D. City and IC desire to memorialize their agreement with this document.

AGREEMENT

1. SERVICES TO BE PERFORMED. By this Agreement, City contracts with IC to perform all the services in the Scope of Work attached as Exhibit A ("Services").

2. COMPENSATION.

☐ City will pay 50% of the performance fee upon execution of this Agreement and the remaining amount upon satisfactory completion of the performance together with an IC invoice depicting the dates and times of the performance(s).

☒ In consideration for the Services described herein, City will pay IC $4,000. The payment will be made within thirty (30) days after receiving an invoice from IC. The invoice must at a minimum contain the time(s) and location(s) of the Service.

3. PROMOTION. IC must acknowledge City's support in press releases, performance programs and advertisements with the following credit line: "(Name of the Performance) is sponsored by the City of Glendale Arts Commission's Performing Arts Program."

4. FINAL EVALUATION. IC must submit a final report and a project evaluation to the Arts Commission within thirty (30) days after the completion of the Services. All unexpended funds from IC must be returned to City no later than sixty (60) days after the completion of the Services.

5. TAXES. No payroll or employment taxes of any kind will be withheld or paid with respect to payments to IC. The payroll or employment taxes that are the subject of this section

include, but are not limited to FICA, FUTA, federal personal income tax, state personal income tax, state disability insurance tax and state unemployment insurance tax. The IC is required to be licensed, and report and pay all city, county, and state privilege (sales) and exercise taxes.

6. WORKERS' COMPENSATION. No workers' compensation insurance has been or will be obtained by City for IC or any employee working for or on behalf of IC.

7. NON-DISCRIMINATION. IC agrees that all Services shall be open to all members of the public and no person shall be denied access to, or participate in, the performance or event on the basis of race, color, national origin, gender, age, sexual orientation or disability.

8. TERMINATION OR MODIFICATION. This Agreement may be terminated by either party upon fifteen (15) days written notice. No modification to the Agreement can be made without written approval of City and IC. Any and all sums advanced to IC under Section 2 must be refunded in full upon submission of the written notice to terminate.

9. IMMIGRATION LAW COMPLIANCE.

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

   b. Any breach of warranty under Section 9(a) above is considered a material breach of this Agreement and is subject to penalties up to and including termination of this Agreement.

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   f. IC's warranty and obligations under this section to City is continuing throughout the term of this Agreement or until such time as City determines, in its sole discretion, that

Arizona law has been modified in that compliance with this section is no longer a requirement.

g. The "E-Verify Program" above means the employment verification program administered by the United States Department of Homeland Security, the Social Security Administration, or any successor program.

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

11. INDEMNIFICATION.

a. To the fullest extent permitted by law, IC must defend, indemnify, and hold harmless City and its elected officials, officers, employees and agents (each, an "Indemnified Party," collectively, the "Indemnified Parties"), for, from, and against any and all claims, demands, actions, damages, judgments, settlements, personal injury (including sickness, disease, death, and bodily harm), property damage (including loss of use), infringement, governmental action and all other losses and expenses, including attorneys' fees and litigation expenses (each a "Demand or Expense;" collectively, "Demands or Expenses") asserted by a third-party (i.e. a person or entity other than City or IC) and that arises out of or results from the breach of this Agreement by IC or IC's negligent actions, errors or omissions (including any subcontractor or other person or firm employed by IC), whether sustained before or after completion of the tasks and services described in Section 1 of this Agreement.

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15. SEVERABILITY. If any provision of this Agreement is voided or found unenforceable, that determination will not affect the validity of the other provisions, and the voided or unenforceable provision will be reformed to conform to applicable law.

DATED this _____ day of _____, 2015.

CITY OF GLENDALE,
an Arizona municipal corporation

_____
Richard A. Bowers
Acting City Manager

ATTEST:

_____
City Clerk (SEAL)

APPROVED AS TO FORM:

_____
Michael D. Bailey
City Attorney

CENTER DANCE ENSEMBLE,
an Arizona non-profit corporation

by _____
By: Gary Bacal
Its: Managing Director

EXHIBIT A

SCOPE OF WORK

Project:

The ABC's of Dance, Poetry 'n Motion and More Poetry 'n Motion.

Description:

Center Dance Ensemble will give 11 performances at six Glendale Elementary School District schools during the 2015-2016 school year. The schools will choose from *The ABC's of Dance, Poetry 'n Motion* and *More Poetry 'n Motion.*

PERSONAL SERVICES CONTRACT
FY2015-16 PERFORMING ARTS PARTNERSHIP PROGRAM AGREEMENT

This Personal Services Contract for FY2015-16 Performing Arts Partnership Program Agreement ("Agreement") is entered into this 23rd day of June, 2015 (Effective Date) between the CITY OF GLENDALE, an Arizona municipal corporation ("City") and IRONWOOD BAND COMMUNITY FOUNDATION, an Arizona non-profit corporation, as an Independent Contractor ("IC").

RECITALS

A. The City intends to contract IC for the performance of certain tasks.

B. IC declares that IC is engaged in an independent business and has complied with all federal, state and local laws regarding business permits and licenses of any kind that may be required to carry out the said business and the tasks to be performed under this Agreement with City.

C. IC declares that IC holds services out to the public as a separate business entity from City and is not in business for the purpose of providing services solely to City.

D. City and IC desire to memorialize their agreement with this document.

AGREEMENT

1. SERVICES TO BE PERFORMED. By this Agreement, City contracts with IC to perform all the services in the Scope of Work attached as Exhibit A ("Services").

2. COMPENSATION.

☐ City will pay 50% of the performance fee upon execution of this Agreement and the remaining amount upon satisfactory completion of the performance together with an IC invoice depicting the dates and times of the performance(s).

☒ In consideration for the Services described herein, City will pay IC $4,000. The payment will be made within thirty (30) days after receiving an invoice from IC. The invoice must at a minimum contain the time(s) and location(s) of the Service.

3. PROMOTION. IC must acknowledge City's support in press releases, performance programs and advertisements with the following credit line: "(Name of the Performance) is sponsored by the City of Glendale Arts Commission's Performing Arts Program."

4. FINAL EVALUATION. IC must submit a final report and a project evaluation to the Arts Commission within thirty (30) days after the completion of the Services. All unexpended funds from IC must be returned to City no later than sixty (60) days after the completion of the Services.

5. TAXES. No payroll or employment taxes of any kind will be withheld or paid with respect to payments to IC. The payroll or employment taxes that are the subject of this section include, but are not limited to FICA, FUTA, federal personal income tax, state personal income tax, state disability insurance tax and state unemployment insurance tax. The IC is required to be licensed, and report and pay all city, county, and state privilege (sales) and exercise taxes.

6. WORKERS' COMPENSATION. No workers' compensation insurance has been or will be obtained by City for IC or any employee working for or on behalf of IC.

7. NON-DISCRIMINATION. IC agrees that all Services shall be open to all members of the public and no person shall be denied access to, or participate in, the performance or event on the basis of race, color, national origin, gender, age, sexual orientation or disability.

8. TERMINATION OR MODIFICATION. This Agreement may be terminated by either party upon fifteen (15) days written notice. No modification to the Agreement can be made without written approval of City and IC. Any and all sums advanced to IC under Section 2 must be refunded in full upon submission of the written notice to terminate.

9. IMMIGRATION LAW COMPLIANCE.

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

   b. Any breach of warranty under Section 9(a) above is considered a material breach of this Agreement and is subject to penalties up to and including termination of this Agreement.

   c. City retains the legal right to inspect the papers of any IC or subcontractor employee who performs work under this Agreement to ensure that IC or any subcontractor is compliant with the warranty under Section 9(a) above.

   d. City may conduct random inspections, and upon request of City, IC will provide copies of papers and records of IC demonstrating continued compliance with the warranty under Section 9(a) above. IC agrees to keep papers and records available for inspection by City during normal business hours and will cooperate with City in the exercise of its statutory duties and not deny access to its business premises or applicable papers or records for the purposes of enforcement of this section.

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

f. IC's warranty and obligations under this section to City is continuing throughout the term of this Agreement or until such time as City determines, in its sole discretion, that Arizona law has been modified in that compliance with this section is no longer a requirement.

g. The "E-Verify Program" above means the employment verification program administered by the United States Department of Homeland Security, the Social Security Administration, or any successor program.

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

11. INDEMNIFICATION.

a. To the fullest extent permitted by law, IC must defend, indemnify, and hold harmless City and its elected officials, officers, employees and agents (each, an "Indemnified Party," collectively, the "Indemnified Parties"), for, from, and against any and all claims, demands, actions, damages, judgments, settlements, personal injury (including sickness, disease, death, and bodily harm), property damage (including loss of use), infringement, governmental action and all other losses and expenses, including attorneys' fees and litigation expenses (each a "Demand or Expense;" collectively, "Demands or Expenses") asserted by a third-party (i.e. a person or entity other than City or IC) and that arises out of or results from the breach of this Agreement by IC or IC's negligent actions, errors or omissions (including any subcontractor or other person or firm employed by IC), whether sustained before or after completion of the tasks and services described in Section 1 of this Agreement.

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

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

12. INTEGRATION. This Agreement contains, except as stated below, the entire Agreement between City and IC and supersedes all prior conversations and negotiations between the parties regarding this Agreement.

13. COMPLIANCE WITH LAW. IC must comply with all applicable federal, state, and local laws and regulations, including all laws and regulations governing music and performance licensing fees.

14. SURVIVAL. Except as specifically provided otherwise in this Agreement, each warranty, representation, indemnification and hold harmless provision, insurance requirement, and every other right, remedy and responsibility of City and IC will survive the termination of this Agreement.

15. SEVERABILITY. If any provision of this Agreement is voided or found unenforceable, that determination will not affect the validity of the other provisions, and the voided or unenforceable provision will be reformed to conform to applicable law.

DATED this _____ day of _____, 2015.

CITY OF GLENDALE,
an Arizona municipal corporation

_____
Richard A. Bowers
Acting City Manager

ATTEST:

_____
City Clerk (SEAL)

APPROVED AS TO FORM:

_____
Michael D. Bailey
City Attorney

IRONWOOD BAND COMMUNITY FOUNDATION, an Arizona non-profit corporation

_____
By:
Its:

EXHIBIT A

SCOPE OF WORK

Project:

Music Masters

Description:

Ironwood Band Community Foundation's project, "Music Masters" will help music students at Ironwood High School and its six "feeder" schools increase their musicianship, grow in their love for music, and experience an opportunity to perform for the wider Glendale community. Funds will be used to retain two high level performing groups such as Phoenix Chamber Brass and The Mill Avenue Chamber Players to provide instruction. The students will provide two public performance – one at Ironwood High School and one at Glendale Amphitheater.

PERSONAL SERVICES CONTRACT
FY2015-16 PERFORMING ARTS PARTNERSHIP PROGRAM AGREEMENT

This Personal Services Contract for FY2015-16 Performing Arts Partnership Program Agreement ("Agreement") is entered into this 23rd day of June, 2015 (Effective Date) between the CITY OF GLENDALE, an Arizona municipal corporation ("City") and INTER TECHNOLOGIES CORPORATION DBA JIVEMIND, a Virginia business corporation, as an Independent Contractor ("IC").

RECITALS

A. The City intends to contract IC for the performance of certain tasks.

B. IC declares that IC is engaged in an independent business and has complied with all federal, state and local laws regarding business permits and licenses of any kind that may be required to carry out the said business and the tasks to be performed under this Agreement with City.

C. IC declares that IC holds services out to the public as a separate business entity from City and is not in business for the purpose of providing services solely to City.

D. City and IC desire to memorialize their agreement with this document.

AGREEMENT

1. SERVICES TO BE PERFORMED. By this Agreement, City contracts with IC to perform all the services in the Scope of Work attached as Exhibit A ("Services").

2. COMPENSATION.

☐ City will pay 50% of the performance fee upon execution of this Agreement and the remaining amount upon satisfactory completion of the performance together with an IC invoice depicting the dates and times of the performance(s).

☒ In consideration for the Services described herein, City will pay IC $4,000. The payment will be made within thirty (30) days after receiving an invoice from IC. The invoice must at a minimum contain the time(s) and location(s) of the Service.

3. PROMOTION. IC must acknowledge City's support in press releases, performance programs and advertisements with the following credit line: "(Name of the Performance) is sponsored by the City of Glendale Arts Commission's Performing Arts Program."

4. FINAL EVALUATION. IC must submit a final report and a project evaluation to the Arts Commission within thirty (30) days after the completion of the Services. All unexpended funds from IC must be returned to City no later than sixty (60) days after the completion of the Services.

5. TAXES. No payroll or employment taxes of any kind will be withheld or paid with respect to payments to IC. The payroll or employment taxes that are the subject of this section include, but are not limited to FICA, FUTA, federal personal income tax, state personal income tax, state disability insurance tax and state unemployment insurance tax. The IC is required to be licensed, and report and pay all city, county, and state privilege (sales) and exercise taxes.

6. WORKERS' COMPENSATION. No workers' compensation insurance has been or will be obtained by City for IC or any employee working for or on behalf of IC.

7. NON-DISCRIMINATION. IC agrees that all Services shall be open to all members of the public and no person shall be denied access to, or participate in, the performance or event on the basis of race, color, national origin, gender, age, sexual orientation or disability.

8. TERMINATION OR MODIFICATION. This Agreement may be terminated by either party upon fifteen (15) days written notice. No modification to the Agreement can be made without written approval of City and IC. Any and all sums advanced to IC under Section 2 must be refunded in full upon submission of the written notice to terminate.

9. IMMIGRATION LAW COMPLIANCE.

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

   b. Any breach of warranty under Section 9(a) above is considered a material breach of this Agreement and is subject to penalties up to and including termination of this Agreement.

   c. City retains the legal right to inspect the papers of any IC or subcontractor employee who performs work under this Agreement to ensure that IC or any subcontractor is compliant with the warranty under Section 9(a) above.

   d. City may conduct random inspections, and upon request of City, IC will provide copies of papers and records of IC demonstrating continued compliance with the warranty under Section 9(a) above. IC agrees to keep papers and records available for inspection by City during normal business hours and will cooperate with City in the exercise of its statutory duties and not deny access to its business premises or applicable papers or records for the purposes of enforcement of this section.

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

f. IC's warranty and obligations under this section to City is continuing throughout the term of this Agreement or until such time as City determines, in its sole discretion, that Arizona law has been modified in that compliance with this section is no longer a requirement.

g. The "E-Verify Program" above means the employment verification program administered by the United States Department of Homeland Security, the Social Security Administration, or any successor program.

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

11. INDEMNIFICATION.

a. To the fullest extent permitted by law, IC must defend, indemnify, and hold harmless City and its elected officials, officers, employees and agents (each, an "Indemnified Party," collectively, the "Indemnified Parties"), for, from, and against any and all claims, demands, actions, damages, judgments, settlements, personal injury (including sickness, disease, death, and bodily harm), property damage (including loss of use), infringement, governmental action and all other losses and expenses, including attorneys' fees and litigation expenses (each a "Demand or Expense;" collectively, "Demands or Expenses") asserted by a third-party (i.e. a person or entity other than City or IC) and that arises out of or results from the breach of this Agreement by IC or IC's negligent actions, errors or omissions (including any subcontractor or other person or firm employed by IC), whether sustained before or after completion of the tasks and services described in Section 1 of this Agreement.

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

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

12. INTEGRATION. This Agreement contains, except as stated below, the entire Agreement between City and IC and supersedes all prior conversations and negotiations between the parties regarding this Agreement.

13. COMPLIANCE WITH LAW. IC must comply with all applicable federal, state, and local laws and regulations, including all laws and regulations governing music and performance licensing fees.

14. SURVIVAL. Except as specifically provided otherwise in this Agreement, each warranty, representation, indemnification and hold harmless provision, insurance requirement, and every other right, remedy and responsibility of City and IC will survive the termination of this Agreement.

15. SEVERABILITY. If any provision of this Agreement is voided or found unenforceable, that determination will not affect the validity of the other provisions, and the voided or unenforceable provision will be reformed to conform to applicable law.

DATED this _____ day of _____, 2015.

CITY OF GLENDALE,
an Arizona municipal corporation

_____
Richard A. Bowers
Acting City Manager

ATTEST:

_____
City Clerk (SEAL)

APPROVED AS TO FORM:

_____
Michael D. Bailey
City Attorney

INTER TECHNOLOGIES CORPORATION DBA JIVEMIND,
a Virginia business corporation

By: Jeff Rose
Its: Southwest Regional Director

EXHIBIT A

SCOPE OF WORK

Project:

Pillars Music Experience

Description:

Jivemind Cooperative Music Labs will present "Pillars Music Experience" consisting of three concerts highlighting the strength and support of the Glendale Community. "Pillars" will feature local songwriters, bringing together their community through music. The concerts will be held on Saturdays at the Glendale Amphitheater late summer and early autumn.

PERSONAL SERVICES CONTRACT
FY2015-16 PERFORMING ARTS PARTNERSHIP PROGRAM AGREEMENT

This Personal Services Contract for FY2015-16 Performing Arts Partnership Program Agreement ("Agreement") is entered into this 23rd day of June, 2015 (Effective Date) between the CITY OF GLENDALE, an Arizona municipal corporation ("City") and MILL AVE CHAMBER PLAYERS, an Arizona non-profit corporation, as an Independent Contractor ("IC").

RECITALS

A. The City intends to contract IC for the performance of certain tasks.

B. IC declares that IC is engaged in an independent business and has complied with all federal, state and local laws regarding business permits and licenses of any kind that may be required to carry out the said business and the tasks to be performed under this Agreement with City.

C. IC declares that IC holds services out to the public as a separate business entity from City and is not in business for the purpose of providing services solely to City.

D. City and IC desire to memorialize their agreement with this document.

AGREEMENT

1. SERVICES TO BE PERFORMED. By this Agreement, City contracts with IC to perform all the services in the Scope of Work attached as Exhibit A ("Services").

2. COMPENSATION.

☐ City will pay 50% of the performance fee upon execution of this Agreement and the remaining amount upon satisfactory completion of the performance together with an IC invoice depicting the dates and times of the performance(s).

☒ In consideration for the Services described herein, City will pay IC $4,000. The payment will be made within thirty (30) days after receiving an invoice from IC. The invoice must at a minimum contain the time(s) and location(s) of the Service.

3. PROMOTION. IC must acknowledge City's support in press releases, performance programs and advertisements with the following credit line: "(Name of the Performance) is sponsored by the City of Glendale Arts Commission's Performing Arts Program."

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8. TERMINATION OR MODIFICATION. This Agreement may be terminated by either party upon fifteen (15) days written notice. No modification to the Agreement can be made without written approval of City and IC. Any and all sums advanced to IC under Section 2 must be refunded in full upon submission of the written notice to terminate.

9. IMMIGRATION LAW COMPLIANCE.

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

   b. Any breach of warranty under Section 9(a) above is considered a material breach of this Agreement and is subject to penalties up to and including termination of this Agreement.

   c. City retains the legal right to inspect the papers of any IC or subcontractor employee who performs work under this Agreement to ensure that IC or any subcontractor is compliant with the warranty under Section 9(a) above.

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

f. IC's warranty and obligations under this section to City is continuing throughout the term of this Agreement or until such time as City determines, in its sole discretion, that Arizona law has been modified in that compliance with this section is no longer a requirement.

g. The "E-Verify Program" above means the employment verification program administered by the United States Department of Homeland Security, the Social Security Administration, or any successor program.

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

11. INDEMNIFICATION.

a. To the fullest extent permitted by law, IC must defend, indemnify, and hold harmless City and its elected officials, officers, employees and agents (each, an "Indemnified Party," collectively, the "Indemnified Parties"), for, from, and against any and all claims, demands, actions, damages, judgments, settlements, personal injury (including sickness, disease, death, and bodily harm), property damage (including loss of use), infringement, governmental action and all other losses and expenses, including attorneys' fees and litigation expenses (each a "Demand or Expense;" collectively, "Demands or Expenses") asserted by a third-party (i.e. a person or entity other than City or IC) and that arises out of or results from the breach of this Agreement by IC or IC's negligent actions, errors or omissions (including any subcontractor or other person or firm employed by IC), whether sustained before or after completion of the tasks and services described in Section 1 of this Agreement.

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13. COMPLIANCE WITH LAW. IC must comply with all applicable federal, state, and local laws and regulations, including all laws and regulations governing music and performance licensing fees.

14. SURVIVAL. Except as specifically provided otherwise in this Agreement, each warranty, representation, indemnification and hold harmless provision, insurance requirement, and every other right, remedy and responsibility of City and IC will survive the termination of this Agreement.

15. SEVERABILITY. If any provision of this Agreement is voided or found unenforceable, that determination will not affect the validity of the other provisions, and the voided or unenforceable provision will be reformed to conform to applicable law.

DATED this 18 day of May, 2015.

CITY OF GLENDALE,
an Arizona municipal corporation

Richard A. Bowers
Acting City Manager

ATTEST:

City Clerk (SEAL)

APPROVED AS TO FORM:

Michael D. Bailey
City Attorney

MILL AVE CHAMBER PLAYERS,
an Arizona non-profit corporation

By:
Its: Dr. Rose French, executive director

EXHIBIT A

SCOPE OF WORK

Project:

Live at the Library

Description:

Mill Ave Chamber Players will present *Live at the Library*, a series of six musical performances to be held at the Glendale Main Library auditorium on the fourth Thursday of the months of September through April 2015-2016.

PERSONAL SERVICES CONTRACT
FY2015-16 PERFORMING ARTS PARTNERSHIP PROGRAM AGREEMENT

This Personal Services Contract for FY2015-16 Performing Arts Partnership Program Agreement ("Agreement") is entered into this 23rd day of June, 2015 (Effective Date) between the CITY OF GLENDALE, an Arizona municipal corporation ("City") and THE PHOENIX CONSERVATORY OF MUSIC, an Arizona non-profit corporation, as an Independent Contractor ("IC").

RECITALS

A. The City intends to contract IC for the performance of certain tasks.

B. IC declares that IC is engaged in an independent business and has complied with all federal, state and local laws regarding business permits and licenses of any kind that may be required to carry out the said business and the tasks to be performed under this Agreement with City.

C. IC declares that IC holds services out to the public as a separate business entity from City and is not in business for the purpose of providing services solely to City.

D. City and IC desire to memorialize their agreement with this document.

AGREEMENT

1. SERVICES TO BE PERFORMED. By this Agreement, City contracts with IC to perform all the services in the Scope of Work attached as Exhibit A ("Services").

2. COMPENSATION.

❑ City will pay 50% of the performance fee upon execution of this Agreement and the remaining amount upon satisfactory completion of the performance together with an IC invoice depicting the dates and times of the performance(s).

☒ In consideration for the Services described herein, City will pay IC $4,000. The payment will be made within thirty (30) days after receiving an invoice from IC. The invoice must at a minimum contain the time(s) and location(s) of the Service.

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4. FINAL EVALUATION. IC must submit a final report and a project evaluation to the Arts Commission within thirty (30) days after the completion of the Services. All unexpended funds from IC must be returned to City no later than sixty (60) days after the completion of the Services.

5. TAXES. No payroll or employment taxes of any kind will be withheld or paid with respect to payments to IC. The payroll or employment taxes that are the subject of this section include, but are not limited to FICA, FUTA, federal personal income tax, state personal income tax, state disability insurance tax and state unemployment insurance tax. The IC is required to be licensed, and report and pay all city, county, and state privilege (sales) and exercise taxes.

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7. NON-DISCRIMINATION. IC agrees that all Services shall be open to all members of the public and no person shall be denied access to, or participate in, the performance or event on the basis of race, color, national origin, gender, age, sexual orientation or disability.

8. TERMINATION OR MODIFICATION. This Agreement may be terminated by either party upon fifteen (15) days written notice. No modification to the Agreement can be made without written approval of City and IC. Any and all sums advanced to IC under Section 2 must be refunded in full upon submission of the written notice to terminate.

9. IMMIGRATION LAW COMPLIANCE.

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f. IC's warranty and obligations under this section to City is continuing throughout the term of this Agreement or until such time as City determines, in its sole discretion, that Arizona law has been modified in that compliance with this section is no longer a requirement.

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

11. INDEMNIFICATION.

a. To the fullest extent permitted by law, IC must defend, indemnify, and hold harmless City and its elected officials, officers, employees and agents (each, an "Indemnified Party," collectively, the "Indemnified Parties"), for, from, and against any and all claims, demands, actions, damages, judgments, settlements, personal injury (including sickness, disease, death, and bodily harm), property damage (including loss of use), infringement, governmental action and all other losses and expenses, including attorneys' fees and litigation expenses (each a "Demand or Expense;" collectively, "Demands or Expenses") asserted by a third-party (i.e. a person or entity other than City or IC) and that arises out of or results from the breach of this Agreement by IC or IC's negligent actions, errors or omissions (including any subcontractor or other person or firm employed by IC), whether sustained before or after completion of the tasks and services described in Section 1 of this Agreement.

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

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13. COMPLIANCE WITH LAW. IC must comply with all applicable federal, state, and local laws and regulations, including all laws and regulations governing music and performance licensing fees.

14. SURVIVAL. Except as specifically provided otherwise in this Agreement, each warranty, representation, indemnification and hold harmless provision, insurance requirement, and every other right, remedy and responsibility of City and IC will survive the termination of this Agreement.

15. SEVERABILITY. If any provision of this Agreement is voided or found unenforceable, that determination will not affect the validity of the other provisions, and the voided or unenforceable provision will be reformed to conform to applicable law.

DATED this _____ day of _____, 2015.

CITY OF GLENDALE,
an Arizona municipal corporation

_____
Richard A. Bowers
Acting City Manager

ATTEST:

_____
City Clerk (SEAL)

APPROVED AS TO FORM:

_____
Michael D. Bailey
City Attorney

THE PHOENIX CONSERVATORY OF MUSIC, an Arizona non-profit corporation

By: T. Regina Nixon
Its: Executive Director

EXHIBIT A

SCOPE OF WORK

Project:

Music Moves Glendale Schools!

Description:

Phoenix Conservatory of Music will partner with Glendale Elementary School District No. 40 to facilitate the program *Music Moves Glendale Schools!* A professional teaching artist and guest artists will provide 44 hours of high quality music education experiences at no cost to the Glendale students. Students will then perform for their families and the larger Glendale community with a free public performance at Murphy Park Amphitheater.

File #: 15-464, **Version:** 1

AWARD OF BID AND AUTHORIZATION TO ENTER INTO AN AGREEMENT FOR SERVICES WITH BAKER & TAYLOR, LLC, FOR MEDIA RESOURCES, EBOOKS, AND ERESOURCES
Staff Contact: Erik Strunk, Director, Community Services

Purpose and Recommended Action

This is a request for City Council to award a bid and authorize the Acting City Manager to enter into a one-year service agreement with four additional, one-year extensions at the discretion of the Acting City Manager, for electronic services to Baker & Taylor, LLC. The contract amount is not to exceed $50,000 per year, with a total five-year amount not to exceed $250,000.

Background

This is the first of five items on this agenda that if approved, will continue the Glendale Public Library's efforts to provide digital eBooks and physical media such as DVD's and audiobooks to library patrons. This is a request to approve a service agreement with Baker & Taylor, LLC, for the "Axis 360", which is a digital media circulation platform for libraries. It is through this platform that library patrons will be able to access digital content they want, when they want it. This service can be used with a Glendale Public library card and can be accessed from virtually any computer with Internet access, including a library terminal, a home computer, or notebook connected to the Internet. The use of digital reading materials by patrons in Glendale has increased and approximately 110,000 digital downloads have occurred in FY 14-15.

Analysis

This electronic service was previously purchased administratively and did not exceed the $50,000 threshold. Earlier this Fiscal Year, library staff determined that because of a possible increase in product pricing and interest in awarding a multi-year contract, it would be prudent to issue a Request for Proposal (RFP). As such, the RFP was issued in January, 2015 and Baker & Taylor, LLC was selected.

Community Benefit/Public Involvement

By awarding this contract, library patrons will continue to have resources in electronics and media available to them in any genre. They will be provided with the latest bestsellers, non-fiction items, and picture books in electronic and physical media formats in the quickest time possible. Additionally, staff will be able to place orders electronically through our library system, which will speed up the process and decrease patron wait time to get their favorite authors, artists, or genres. On June 10, 2015, this item was reviewed and approved in concept by the Library Advisory Board.

Budget and Financial Impacts

FY 15-16 funds in the amount of $50,000 are budgeted in the “Library Electronics” and “Books” line item budget.

Cost	Fund-Department-Account
$13,000	**1000-15220-527650, Electronics**
$37,000	**1000-15220-527400, Books**

Capital Expense? No

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?

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AGREEMENT FOR
ELECTRONIC & MEDIA SERVICES
City of Glendale Solicitation No. RFP 15-23

This Agreement for Electronic & Media Services ("Agreement") is effective and entered into between CITY OF GLENDALE, an Arizona municipal corporation ("City"), and Baker & Taylor, LLC, a Delaware limited liability company, authorized to do business in Arizona, (the "Contractor"), as of the _____ day of _____, 20 .

RECITALS

A. City intends to undertake a project for the benefit of the public and with public funds that is more fully set forth in **Exhibit A**, pursuant to Solicitation No. RFP 15-23 (the "Project");

B. City desires to retain the services of Contractor to perform those specific duties and produce the specific work as set forth in the Project attached hereto;

C. City and Contractor desire to memorialize their agreement with this document.

AGREEMENT

In consideration of the Recitals, which are confirmed as true and correct and incorporated by this reference, the mutual promises and covenants contained in this Agreement, and other good and valuable consideration, City and Contractor agree as follows:

1. Key Personnel; Sub-contractors.

1.1 Services. Contractor will provide all services necessary to assure the Project is completed timely and efficiently consistent with Project requirements, including, but not limited to, working in close interaction and interfacing with City and its designated employees, and working closely with others, including other contractors or consultants, retained by City.

1.2 Project Team.

a. Project Manager.

(1) Contractor will designate an employee as Project Manager with sufficient training, knowledge, and experience to, in the City's option, complete the Project and handle all aspects of the Project such that the work produced by Contractor is consistent with applicable standards as detailed in this Agreement;

(2) The City must approve the designated Project Manager; and

(3) To assure the Project schedule is met, Project Manager may be required to devote no less than a specific amount of time as set out in Exhibit A.

b. Project Team.

(1) The Project Manager and all other employees assigned to the project by Contractor will comprise the "Project Team."

(2) Project Manager will have responsibility for and will supervise all other employees assigned to the Project by Contractor.

c. Discharge, Reassign, Replacement.

(1) Contractor acknowledges the Project Team is comprised of the same persons and roles for each as may have been identified in the response to the Project's solicitation.

(2) Contractor will not discharge, reassign or replace or diminish the responsibilities of any of the employees assigned to the Project who have been approved by City without City's prior written consent unless that person leaves the employment of Contractor, in which event the substitute must first be approved in writing by City.

(3) Contractor will change any of the members of the Project Team at the City's request if an employee's performance does not equal or exceed the level of competence that the City may reasonably expect of a person performing those duties or if the acts or omissions of that person are detrimental to the development of the Project.

d. Sub-contractors.

(1) Contractor may engage specific technical contractor (each a "Sub-contractor") to furnish certain service functions.

(2) Contractor will remain fully responsible for Sub-contractor's services.

(3) Sub-contractors must be approved by the City, unless the Sub-contractor was previously mentioned in the response to the solicitation.

(4) Contractor shall certify by letter that contracts with Sub-contractors have been executed incorporating requirements and standards as set forth in this Agreement.

2. **Schedule.** The services will be undertaken in a manner that ensures the Project is completed timely and efficiently in accordance with the Project.

3. **Contractor's Work.**

3.1 Standard. Contractor must perform services in accordance with the standards of due diligence, care, and quality prevailing among contractors having substantial experience with the successful furnishing of services for projects that are equivalent in size, scope, quality, and other criteria under the Project and identified in this Agreement.

3.2 Licensing. Contractor warrants that:

a. Contractor and Sub-contractors will hold all appropriate and required licenses, registrations and other approvals necessary for the lawful furnishing of services ("Approvals"); and

b. Neither Contractor nor any Sub-contractor has been debarred or otherwise legally excluded from contracting with any federal, state, or local governmental entity ("Debarment").

(1) City is under no obligation to ascertain or confirm the existence or issuance of any Approvals or Debarments or to examine Contractor's contracting ability.

(2) Contractor must notify City immediately if any Approvals or Debarment changes during the Agreement's duration and the failure of the Contractor to notify City as required will constitute a material default under the Agreement.

3.3 Compliance. Services will be furnished in compliance with applicable federal, state, county and local statutes, rules, regulations, ordinances, building codes, life safety codes, and other standards and criteria designated by City.

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

3.4 Coordination; Interaction.

a. For projects that the City believes requires the coordination of various professional services, Contractor will work in close consultation with City to proactively interact with any other professionals retained by City on the Project ("Coordinating Project Professionals").

b. Subject to any limitations expressly stated in the Project Budget, Contractor will meet to review the Project, Schedule, Project Budget, and in-progress work with Coordinating Project Professionals and City as often and for durations as City reasonably considers necessary in order to ensure the timely work delivery and Project completion.

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

3.5 Work Product.

a. Ownership. Upon receipt of payment for services furnished, Contractor grants to City, and will cause its Sub-contractors to grant to the City, the exclusive ownership of and all copyrights, if any, to evaluations, reports, drawings, specifications, project manuals, surveys, estimates, reviews, minutes, all "architectural work" as defined in the United States Copyright Act, 17 U.S.C § 101, *et seq.*, and other intellectual work product as may be applicable ("Work Product").

(1) This grant is effective whether the Work Product is on paper (e.g., a "hard copy"), in electronic format, or in some other form.

(2) Contractor warrants, and agrees to indemnify, hold harmless and defend City for, from and against any claim that any Work Product infringes on third-party proprietary interests.

b. Delivery. Contractor will deliver to City copies of the preliminary and completed Work Product promptly as they are prepared.

c. City Use.

(1) City may reuse the Work Product at its sole discretion.

(2) In the event the Work Product is used for another project without further consultations with Contractor, the City agrees to indemnify and hold Contractor harmless from any claim arising out of the Work Product.

(3) In such case, City shall also remove any seal and title block from the Work Product.

4. Compensation for the Project.

4.1 Compensation. Contractor's compensation for the Project, including those furnished by its Sub-contractors will not exceed $250,000, as specifically detailed in **Exhibit B** (the "Compensation").

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

a. Adjustments to the Compensation require a written amendment to this Agreement and may require City Council approval.

b. Additional services which are outside the scope of the Project contained in this Agreement may not be performed by the Contractor without prior written authorization from the City.

c. Notwithstanding the incorporation of the Exhibits to this Agreement by reference, should any conflict arise between the provisions of this Agreement and the provisions found in

the Exhibits and accompanying attachments, the provisions of this Agreement shall take priority and govern the conduct of the parties.

5. Billings and Payment.

5.1 Applications.

a. Contractor will submit monthly invoices (each, a "Payment Application") to City's Project Manager and City will remit payments based upon the Payment Application as stated below.

b. The period covered by each Payment Application will be one calendar month ending on the last day of the month or as specified in the solicitation.

5.2 Payment.

a. After a full and complete Payment Application is received, City will process and remit payment within 30 days.

b. Payment may be subject to or conditioned upon City's receipt of:

(1) Completed work generated by Contractor and its Sub-contractors; and

(2) Unconditional waivers and releases on final payment from Sub-contractors as City may reasonably request to assure the Project will be free of claims arising from required performances under this Agreement.

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

a. If the Payment Application is rejected, the Project Manager will issue a written listing of the items not approved for payment.

b. City may withhold an amount sufficient to pay expenses that City reasonably expects to incur in correcting the deficiency or deficiencies rejected for payment.

6. Termination.

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

a. Contractor will be equitably compensated for Goods or Services furnished prior to receipt of the termination notice and for reasonable costs incurred.

b. Contractor will also be similarly compensated for any approved effort expended and approved costs incurred that are directly associated with project closeout and delivery of the required items to the City.

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

a. Contractor will not be entitled to further payment until after City has determined its damages. If City's damages resulting from the breach, as determined by City, are less than the equitable amount due but not paid Contractor for Service and Repair furnished, City will pay the amount due to Contractor, less City's damages, in accordance with the provision of § 5.

b. If City's direct damages exceed amounts otherwise due to Contractor, Contractor must pay the difference to City immediately upon demand; however, Contractor will not be subject to consequential damages of more than $1,000,000 or the amount of this Agreement, whichever is greater.

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

8. **Insurance.**

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

a. Contractor and Sub-contractors. Contractor, and each Sub-contractor performing work or providing materials related to this Agreement must procure and maintain the insurance coverages described below (collectively referred to herein as the "Contractor's Policies"), until each Party's obligations under this Agreement are completed.

b. General Liability.

(1) Contractor must at all times relevant hereto carry a commercial general liability policy with a combined single limit of at least $1,000,000 per occurrence and $2,000,000 annual aggregate for each property damage and contractual property damage.

(2) Sub-contactors must at all times relevant hereto carry a general commercial liability policy with a combined single limit of at least $1,000,000 per occurrence.

(3) This commercial general liability insurance must include independent contractors' liability, contractual liability, broad form property coverage, XCU hazards if requested by the City, and a separation of insurance provision.

(4) These limits may be met through a combination of primary and excess liability coverage.

c. Auto. A business auto policy providing a liability limit of at least $1,000,000 per accident for Contractor and $1,000,000 per accident for Sub-contractors and covering owned, non-owned and hired automobiles.

d. Workers' Compensation and Employer's Liability. A workers' compensation and employer's liability policy providing at least the minimum benefits required by Arizona law.

e. Notice of Changes. Contractor's Policies must provide for not less than 30 days' advance written notice to City Representative of:

(1) Cancellation or termination of Contractor or Sub-contractor's Policies;

(2) Reduction of the coverage limits of any of Contractor or and Sub-contractor's Policies; and

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

f. Certificates of Insurance.

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

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

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

g. Other Contractors or Vendors.

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

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

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

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

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

8.2 Sub-contractors.

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

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

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

8.3 Indemnification.

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

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

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

9. Immigration Law Compliance.

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

9.2 Any breach of warranty under subsection 9.1 above is considered a material breach of this Agreement and is subject to penalties up to and including termination of this Agreement.

9.3 City retains the legal right to inspect the papers of any Contractor or subcontractor employee who performs work under this Agreement to ensure that the Contractor or any subcontractor is compliant with the warranty under subsection 9.1 above.

9.4 City may conduct random inspections, and upon request of City, Contractor shall provide copies of papers and records of Contractor demonstrating continued compliance with the warranty under subsection 9.1 above. Contractor agrees to keep papers and records available for inspection by the City during normal business hours and will cooperate with City in exercise of its statutory duties and not deny access to its business premises or applicable papers or records for the purposes of enforcement of this section.

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

9.6 Contractor's warranty and obligations under this section to the City is continuing throughout the term of this Agreement or until such time as the City determines, in its sole discretion, that Arizona law has been modified in that compliance with this section is no longer a requirement.

9.7 The "E-Verify Program" above means the employment verification program administered by the United States Department of Homeland Security, the Social Security Administration, or any successor program.

10. Notices.

10.1 A notice, request or other communication that is required or permitted under this Agreement (each a "Notice") will be effective only if:

a. The Notice is in writing; and

b. Delivered in person or by overnight courier service (delivery charges prepaid), certified or registered mail (return receipt requested); and

c. Notice will be deemed to have been delivered to the person to whom it is addressed as of the date of receipt, if:

(1) Received on a business day, or before 5:00 p.m., at the address for Notices identified for the Party in this Agreement by U.S. Mail, hand delivery, or overnight courier service on or before 5:00 p.m.; or

(2) As of the next business day after receipt, if received after 5:00 p.m.

d. The burden of proof of the place and time of delivery is upon the Party giving the Notice; and

e. Digitalized signatures and copies of signatures will have the same effect as original signatures.

10.2 Representatives.

a. Contractor. Contractor's representative (the "Contractor's Representative") authorized to act on Contractor's behalf with respect to the Project, and his or her address for Notice delivery is:

Baker & Taylor, LLC
c/o Jeffrey W. McDaniel
2550 W. Tyvola Rd., Suite 300
Charlotte, NC 28217

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

City of Glendale
c/o Michael Beck, Chief Librarian
5959 W. Brown St.
Glendale, Arizona 85301
623-930-3546

With required copy to:

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

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

c. Concurrent Notices.

(1) All notices to City's representative must be given concurrently to City Manager and City Attorney.

(2) A notice will not be deemed to have been received by City's representative until the time that it has also been received by City Manager and City Attorney.

(3) City may appoint one or more designees for the purpose of receiving notice by delivery of a written notice to Contractor identifying the designee(s) and their respective addresses for notices.

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

11. **Financing Assignment.** City may assign this Agreement to any City-affiliated entity, including a non-profit corporation or other entity whose primary purpose is to own or manage the Project.

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

12.1 Integration. This Agreement contains, except as stated below, the entire agreement between City and Contractor and supersedes all prior conversations and negotiations between the parties regarding the Project or this Agreement.

a. Neither Party has made any representations, warranties or agreements as to any matters concerning the Agreement's subject matter.

b. Representations, statements, conditions, or warranties not contained in this Agreement will not be binding on the parties.

c. The solicitation, any addendums and the response submitted by the Contractor are incorporated into this Agreement as if attached hereto. Any Contractor response modifies the original solicitation as stated. Inconsistencies between the solicitation, any addendums

and the response or any excerpts attached as Exhibit A and this Agreement will be resolved by the terms and conditions stated in this Agreement.

12.2 Interpretation.

a. The parties fairly negotiated the Agreement's provisions to the extent they believed necessary and with the legal representation they deemed appropriate.

b. The parties are of equal bargaining position and this Agreement must be construed equally between the parties without consideration of which of the parties may have drafted this Agreement.

c. The Agreement will be interpreted in accordance with the laws of the State of Arizona.

12.3 Survival. Except as specifically provided otherwise in this Agreement, each warranty, representation, indemnification and hold harmless provision, insurance requirement, and every other right, remedy and responsibility of a Party, will survive completion of the Project, or the earlier termination of this Agreement.

12.4 Amendment. No amendment to this Agreement will be binding unless in writing and executed by the parties. Any amendment may be subject to City Council approval. Electronic signature blocks do not constitute execution.

12.5 Remedies. All rights and remedies provided in this Agreement are cumulative and the exercise of any one or more right or remedy will not affect any other rights or remedies under this Agreement or applicable law.

12.6 Severability. If any provision of this Agreement is voided or found unenforceable, that determination will not affect the validity of the other provisions, and the voided or unenforceable provision will be deemed reformed to conform to applicable law.

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

13. **Term.** The term of this Agreement commences upon the effective date and continues for a one year initial period. The City may, at its option and with the approval of the Contractor, extend the term of this Agreement an additional four years, renewable on an annual basis. Contractor will be notified in writing by the City of its intent to extend the Agreement period at least 30 calendar days prior to the expiration of the original or any renewal Agreement period. Price adjustments will only be reviewed during the Agreement renewal period and will be a determining factor for renewal. Any renewal must be in writing and signed by the authorized representatives of both parties. There are no automatic renewals of this Agreement.

14. **Dispute Resolution.** Each claim, controversy and dispute (each a "Dispute") between Contractor and City will be resolved in accordance with Exhibit C. The final determination will be made by the City.

15. **Exhibits.** The following exhibits, with reference to the term in which they are first referenced, are incorporated by this reference.

Exhibit A Project

Exhibit B Compensation

Exhibit C Dispute Resolution

(Signatures appear on the following page.)

The parties enter into this Agreement as of the effective date shown above.

City of Glendale,
an Arizona municipal corporation

_____
By: Richard A. Bowers
Its: Acting City Manager

ATTEST:

_____
City Clerk (SEAL)

APPROVED AS TO FORM:

_____
City Attorney

Baker & Taylor, LLC,
a Delaware limited liability company

_____
By: Jeffrey W. McDaniel
Its: Vice President, Baker & Taylor, CLS

EXHIBIT A

ELECTRONIC & MEDIA SERVICES

PROJECT

[See attached]

Project

1. **Contractor shall provide non-print materials and/or databases.**
   1.1. Contractor will provide non-print materials and/or databases
      1.1.1. The Contractor shall deliver any or all formats of non-print materials or databases for use in a public library setting. This includes, but is not limited to, video discs (DVD's), audio books on Compact Discs (CD), E-Books, E-Audios, E-Videos, E-Periodicals, educational kits, music Compact Discs, databases, and video games.
   1.2. Inventory and fill rate
      1.2.1. Contractor will maintain a fill rate of at least 85% of their displayed inventory for all items ordered for each year of the contract.
      1.2.2. In-stock inventory to supply and deliver at least 85% of all titles ordered within eight weeks of the order date.
2. **Contractor shall provide various outsourcing services.**
   2.1. Contractor shall provide collection development services
      2.1.1. Contractor shall also provide selection lists and other collection development products and/or services, if applicable.
   2.2. Contractor shall provide cataloging services, if outsourcing services are utilized
      2.2.1. Contractor shall use cataloging standards in accordance with the Library of Congress Subject Headings, Dewey Decimal Classification 22nd ed., RDA Specifications and MARC format.
      2.2.2. Contractor can interface with the library's Polaris Library System to verify bibliographic record information.
      2.2.3. Contractor agreed to all cataloging specifications as outlined in the RFP including standard practices such as the set up of fiction call numbers, series statement fields, and genre headings.
      2.2.4. The Contractor agreed to use Library of Congress subject headings rather than Sears subject headings and to use genre headings where specified.
      2.2.5. The Contractor agreed to catalog following library local practices such as the use of series main entry, if library provides exceptions to the general cataloging rule and cataloging special non-fiction collections with unique call numbers.

2.3. Contractor shall provide processing services, if outsourcing services are utilized.

2.3.1. Spoken Word CD's to be delivered in circulation-ready packaging using heat resistant pockets for CD's.

2.3.2. Music CD's to be delivered in clear CD Polybox cases, or equivalent, with digital processing including labels currently used. All original inserts should be included with CD.

2.3.3. DVD to be delivered in Zenith Pak cases with digital processing including labels currently used.

2.3.4. All labels will be affixed to media, digitally.

2.3.5. Contractor shall affix and link RFID tags to materials using library specifications, may be added cost.

3. Contractor shall comply with acquisitions specifications.

3.1. Contractor shall have the ability to interface with the library's Polaris Library System in order to utilize EDIFACT standard so orders and invoices can be received electronically.

3.2. Contractor will provide a printed copy of an invoice, either by email or US mail, when a duplicate is transmitted electronically.

3.3. Contractor will accept returns for credit if items are defective at no cost to the library.

3.4. If items are defective, the contractor will accept returns for credit for up to one year of purchase even if the item has been circulated.

3.5. Individual discs in a multi-part DVD or audiobook set that become damaged and/or defective in the first 12 months after receipt date shall be replaced free of charge to the Library.

3.6. Contractor will include shipping on all orders at no cost to the library.

3.7. Contractor will ship all items to the inside of the library free of any pallets.

3.8. Contractor shall provide a turnaround timeframe, from date of receipt of order by contractor to date of receipt of processed shipment by the library of no more than 15 working days for ninety percent of all in-stock items ordered. Priority, rush pre-processed materials shall be mailed or shipped by the contractor so that materials arrive at the library within five working days of receipt of order. (Exception: Pre-publication orders)

3.9. Pre-processed materials to arrive at the Library a minimum of 2 days prior to street release date.

3.10. The contractor shall supply 80% of all items back ordered and available from the publisher, within one hundred twenty (120) days of receipt of library order.

3.11. The contractor shall provide MARC catalog records with appended holdings data that can be loaded, indexed, and retrieved by the library's Polaris Library System.

4. **Contractor shall provide access to vendor website and inventory system.**

4.1. Contractor shall provide access for at least five Library staff members to Contractor's inventory system, which shows complete bibliographic and ordering information and availability of current and forthcoming inventory.

4.2. Contractor shall provide access for at least five Library staff members shall have access to Contractor's web-based database functions that enable online modifications of orders, including various continuations, standing orders, and approval plans.

4.3. Access to website, free of charge, for at least 10 concurrent Library staff accounts in addition to 2 administrator accounts.

4.4. Access to Contractor's ordering and inventory information systems, free of charge.

4.5. Inventory system updated at least once per week, preferably daily.

4.6. Technical support available M–F 8:00 a.m. to 5:00 p.m. MST free of charge by phone and/or email.

4.7. Problem resolution with a guaranteed response time of 24 hours for all phone calls or correspondence.

4.8. Contractor shall provide timely notification of any upgrades or new releases to their website and/or inventory system and provide assistance in their implementation.

5. **Contractor shall provide access to electronic databases, if applicable.**

5.1 Contractor will allow 24/7 remote access to the product.

5.2 Contractor will allow an unlimited number of simultaneous users whenever possible.

5.3 Contractor complies with ADA standards for accessibility.

5.4 Contractor will provide prompt notification of changes, updates and/or upgrades either to the interface, content, or ordering web site. Contractor will provide any training and/or technical support necessary after updates free of charge.

5.5 Product(s) will have an administrator module.

5.6 Copyright security is solely the responsibility of the Contractor.

EXHIBIT B

ELECTRONIC & MEDIA SERVICES

COMPENSATION

METHOD AND AMOUNT OF COMPENSATION

The City will pay per invoice upon receipt of services and materials from Contractor.

NOT-TO-EXCEED AMOUNT

The total amount of compensation paid to Contractor for full completion of all work required by the Project during the entire term of the Project must not exceed $250,000.

DETAILED PROJECT COMPENSATION

Media--costs vary per studio or publisher. City of Glendale will purchase music CD's at a discounted cost of 27.2% off MSRP and DVD's at a discounted cost of 30.2% off MSRP. The City of Glendale understands that AV titles with minimal discount or supplier restrictions or titles from small, specialty vendors will be invoiced at MSRP. Spoken word CD's will be purchased at a discounted cost of 45.1% off MSRP.

City of Glendale will pay for media processing outsourcing services at a cost of (per item):

DVD's: $4.95

Music CD's: $4.25

Audiobooks: $5.95

City of Glendale will pay for media cataloging outsourcing services at a cost of (per title):

Original cataloging: $10.00

Electronics--Axis360's hosting & services fees are based on the library's annual circulation. Content costs vary per publisher.

Based on the Glendale Public Library's annual circulation statistics, the City of Glendale will pay the annual hosting & services fee of $3000 (40% discount), per year for the first 3 years of the term. The City of Glendale will order at least the minimum required annual content budgeted amount of $10,000, per year for the first 3 years of the term.

EXHIBIT C

ELECTRONIC & MEDIA SERVICES

DISPUTE RESOLUTION

1. Disputes.

1.1 Commitment. The parties commit to resolving all disputes promptly, equitably, and in a good-faith, cost-effective manner.

1.2 Application. The provisions of this Exhibit will be used by the parties to resolve all controversies, claims, or disputes ("Dispute") arising out of or related to this Agreement-including Disputes regarding any alleged breaches of this Agreement.

1.3 Initiation. A party may initiate a Dispute by delivery of written notice of the Dispute, including the specifics of the Dispute, to the Representative of the other party as required in this Agreement.

1.4 Informal Resolution. When a Dispute notice is given, the parties will designate a member of their senior management who will be authorized to expeditiously resolve the Dispute.

a. The parties will provide each other with reasonable access during normal business hours to any and all non-privileged records, information and data pertaining to any Dispute in order to assist in resolving the Dispute as expeditiously and cost effectively as possible;

b. The parties' senior managers will meet within 10 business days to discuss and attempt to resolve the Dispute promptly, equitably, and in a good faith manner, and

c. The Senior Managers will agree to subsequent meetings if both parties agree that further meetings are necessary to reach a resolution of the Dispute.

2. Arbitration.

2.1 Rules. If the parties are unable to resolve the Dispute by negotiation within 30 days from the Dispute notice, and unless otherwise informal discussions are extended by the mutual agreement, the parties may agree, in writing, that the Dispute will be decided by binding arbitration in accordance with Commercial Rules of the AAA, as amended herein. Although the arbitration will be conducted in accordance with AAA Rules, it will not be administered by the AAA, but will be heard independently.

a. The parties will exercise best efforts to select an arbitrator within 5 business days after agreement for arbitration. If the parties have not agreed upon an arbitrator within this period, the parties will submit the selection of the arbitrator to one of the principals of the mediation firm of Scott & Skelly, LLC, who will then select the arbitrator. The parties will equally share the fees and costs incurred in the selection of the arbitrator.

b. The arbitrator selected must be an attorney with at least 10 years experience, be independent, impartial, and not have engaged in any business for or adverse to either Party for at least 10 years.

2.2 Discovery. The extent and the time set for discovery will be as determined by the arbitrator. Each Party must, however, within ten (10) days of selection of an arbitrator deliver to the other Party copies of all documents in the delivering party's possession that are relevant to the dispute.

2.3 Hearing. The arbitration hearing will be held within 90 days of the appointment of the arbitrator. The arbitration hearing, all proceedings, and all discovery will be conducted in Glendale, Arizona unless otherwise agreed by the parties or required as a result of witness location. Telephonic hearings and other reasonable arrangements may be used to minimize costs.

2.4 Award. At the arbitration hearing, each Party will submit its position to the arbitrator, evidence to support that position, and the exact award sought in this matter with specificity. The arbitrator must select the award sought by one of the parties as the final judgment and may not independently alter or modify the awards sought by the parties, fashion any remedy, or make any equitable order. The arbitrator has no authority to consider or award punitive damages.

2.5 Final Decision. The Arbitrator's decision should be rendered within 15 days after the arbitration hearing is concluded. This decision will be final and binding on the Parties.

2.6 Costs. The prevailing party may enter the arbitration in any court having jurisdiction in order to convert it to a judgment. The non-prevailing party shall pay all of the prevailing party's arbitration costs and expenses, including reasonable attorney's fees and costs.

3. **Services to Continue Pending Dispute.** Unless otherwise agreed to in writing, Contractor must continue to perform and maintain progress of required services during any Dispute resolution or arbitration proceedings, and City will continue to make payment to Contractor in accordance with this Agreement.

4. **Exceptions.**

4.1 Third Party Claims. City and Contractor are not required to arbitrate any third-party claim, cross-claim, counter claim, or other claim or defense of a third-party who is not obligated by contract to arbitrate disputes with City and Contractor.

4.2 Liens. City or Contractor may commence and prosecute a civil action to contest a lien or stop notice, or enforce any lien or stop notice, but only to the extent the lien or stop notice the Party seeks to enforce is enforceable under Arizona Law, including, without limitation, an action under A.R.S. § 33-420, without the necessity of initiating or exhausting the procedures of this Exhibit.

4.3 Governmental Actions. This Exhibit does not apply to, and must not be construed to require arbitration of, any claims, actions or other process filed or issued by City of Glendale Building Safety Department or any other agency of City acting in its governmental permitting or other regulatory capacity.

File #: 15-465, **Version:** 1

AWARD OF BID AND AUTHORIZATION TO ENTER INTO AN AGREEMENT FOR SERVICES WITH BRAINFUSE, INC., FOR ELECTRONIC SERVICES

Staff Contact: Erik Strunk, Director, Community Services

Purpose and Recommended Action

This is a request for City Council to award a bid and authorize the Acting City Manager to enter into a one-year service agreement with four additional one-year extensions at the discretion of the Acting City Manager, for electronic services to Brainfuse, Inc. The contract amount is not to exceed $22,000 per year, with a total five-year amount not to exceed $110,000.

Background

This is the second of five items on this agenda that if approved, will continue the Glendale Public Library's efforts to provide electronic database services to library patrons. This is a request to approve a service agreement with Brainfuse, Inc., which provides online study lessons, guides, GED practice tests and live tutors for libraries. It also provides resume assistance for job seekers. It is among the most heavily used e-services provided by the Glendale Public Library and provides learning services to school aged children, teens and adults. This service can be used with a Glendale Public library card and can be accessed from virtually any computer with Internet access, including a library terminal, a home computer, or notebook connected to the Internet.

Analysis

This electronic service was previously purchased administratively and did not exceed the $50,000 threshold. Earlier this Fiscal Year, library staff determined that because of a possible increase in product pricing and interest in awarding a multi-year contract, it would be prudent to issue a Request for Proposal (RFP). As such, the RFP was issued in January, 2015 and Brainfuse, Inc. was selected. Brainfuse, Inc. offers a unique service for our users that is not duplicated by any other vendor.

Community Benefit/Public Involvement

This service provides schoolwork and testing assistance to schoolchildren, teens, and adults while offering online study guides, practice tests, and live tutors. Users can upload essay assignments and live tutors will evaluate the written documents and give assistance. The service assists in helping create resumes for successful job seeking. This is also a significant and unique resource to teachers, home-schooled children and for after-school programs. On June 10, this item was reviewed and approved in concept by the Library Advisory Board.

Budget and Financial Impacts

FY 15-16 funds in the amount of $22,000 are budgeted in the Library “Electronics” line item budget.

Cost	Fund-Department-Account
$22,000	**1000-15220-527650, Electronics**

Capital Expense? No

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?

powered by Legistar™

C-

AGREEMENT FOR
ELECTRONIC SERVICES
City of Glendale Solicitation No. RFP 15-23

This Agreement for Electronic Services ("Agreement") is effective and entered into between CITY OF GLENDALE, an Arizona municipal corporation ("City"), and Brainfuse, Inc., a New York corporation, (the "Contractor"), as of the _____ day of _____, 20 .

RECITALS

A. City intends to undertake a project for the benefit of the public and with public funds that is more fully set forth in **Exhibit A**, pursuant to Solicitation No. RFP 15-23 (the "Project");

B. City desires to retain the services of Contractor to perform those specific duties and produce the specific work as set forth in the Project attached hereto;

C. City and Contractor desire to memorialize their agreement with this document.

AGREEMENT

In consideration of the Recitals, which are confirmed as true and correct and incorporated by this reference, the mutual promises and covenants contained in this Agreement, and other good and valuable consideration, City and Contractor agree as follows:

1. Key Personnel; Sub-contractors.

1.1 Services. Contractor will provide all services necessary to assure the Project is completed timely and efficiently consistent with Project requirements, including, but not limited to, working in close interaction and interfacing with City and its designated employees, and working closely with others, including other contractors or consultants, retained by City.

1.2 Project Team.

a. Project Manager.

(1) Contractor will designate an employee as Project Manager with sufficient training, knowledge, and experience to, in the City's option, complete the Project and handle all aspects of the Project such that the work produced by Contractor is consistent with applicable standards as detailed in this Agreement;

(2) The City must approve the designated Project Manager; and

(3) To assure the Project schedule is met, Project Manager may be required to devote no less than a specific amount of time as set out in Exhibit A.

b. Project Team.

(1) The Project Manager and all other employees assigned to the project by Contractor will comprise the "Project Team."

(2) Project Manager will have responsibility for and will supervise all other employees assigned to the Project by Contractor.

c. Discharge, Reassign, Replacement.

(1) Contractor acknowledges the Project Team is comprised of the same persons and roles for each as may have been identified in the response to the Project's solicitation.

(2) Contractor will not discharge, reassign or replace or diminish the responsibilities of any of the employees assigned to the Project who have been approved by City without City's prior written consent unless that person leaves the employment of Contractor, in which event the substitute must first be approved in writing by City.

(3) Contractor will change any of the members of the Project Team at the City's request if an employee's performance does not equal or exceed the level of competence that the City may reasonably expect of a person performing those duties or if the acts or omissions of that person are detrimental to the development of the Project.

d. Sub-contractors.

(1) Contractor may engage specific technical contractor (each a "Sub-contractor") to furnish certain service functions.

(2) Contractor will remain fully responsible for Sub-contractor's services.

(3) Sub-contractors must be approved by the City, unless the Sub-contractor was previously mentioned in the response to the solicitation.

(4) Contractor shall certify by letter that contracts with Sub-contractors have been executed incorporating requirements and standards as set forth in this Agreement.

2. **Schedule.** The services will be undertaken in a manner that ensures the Project is completed timely and efficiently in accordance with the Project.

3. **Contractor's Work.**

3.1 Standard. Contractor must perform services in accordance with the standards of due diligence, care, and quality prevailing among contractors having substantial experience with the successful furnishing of services for projects that are equivalent in size, scope, quality, and other criteria under the Project and identified in this Agreement.

3.2 Licensing. Contractor warrants that:

a. Contractor and Sub-contractors will hold all appropriate and required licenses, registrations and other approvals necessary for the lawful furnishing of services ("Approvals"); and

b. Neither Contractor nor any Sub-contractor has been debarred or otherwise legally excluded from contracting with any federal, state, or local governmental entity ("Debarment").

(1) City is under no obligation to ascertain or confirm the existence or issuance of any Approvals or Debarments or to examine Contractor's contracting ability.

(2) Contractor must notify City immediately if any Approvals or Debarment changes during the Agreement's duration and the failure of the Contractor to notify City as required will constitute a material default under the Agreement.

3.3 Compliance. Services will be furnished in compliance with applicable federal, state, county and local statutes, rules, regulations, ordinances, building codes, life safety codes, and other standards and criteria designated by City.

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

3.4 Coordination; Interaction.

a. For projects that the City believes requires the coordination of various professional services, Contractor will work in close consultation with City to proactively interact with any other professionals retained by City on the Project ("Coordinating Project Professionals").

b. Subject to any limitations expressly stated in the Project Budget, Contractor will meet to review the Project, Schedule, Project Budget, and in-progress work with Coordinating Project Professionals and City as often and for durations as City reasonably considers necessary in order to ensure the timely work delivery and Project completion.

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

3.5 Work Product.

a. Ownership. Upon receipt of payment for services furnished, Contractor grants to City, and will cause its Sub-contractors to grant to the City, the exclusive ownership of and all copyrights, if any, to evaluations, reports, drawings, specifications, project manuals, surveys, estimates, reviews, minutes, all "architectural work" as defined in the United States Copyright Act, 17 U.S.C § 101, *et seq.*, and other intellectual work product as may be applicable ("Work Product").

(1) This grant is effective whether the Work Product is on paper (e.g., a "hard copy"), in electronic format, or in some other form.

(2) Contractor warrants, and agrees to indemnify, hold harmless and defend City for, from and against any claim that any Work Product infringes on third-party proprietary interests.

b. Delivery. Contractor will deliver to City copies of the preliminary and completed Work Product promptly as they are prepared.

c. City Use.

(1) City may reuse the Work Product at its sole discretion.

(2) In the event the Work Product is used for another project without further consultations with Contractor, the City agrees to indemnify and hold Contractor harmless from any claim arising out of the Work Product.

(3) In such case, City shall also remove any seal and title block from the Work Product.

4. Compensation for the Project.

4.1 Compensation. Contractor's compensation for the Project, including those furnished by its Sub-contractors will not exceed $110,000, as specifically detailed in **Exhibit B** (the "Compensation").

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

a. Adjustments to the Compensation require a written amendment to this Agreement and may require City Council approval.

b. Additional services which are outside the scope of the Project contained in this Agreement may not be performed by the Contractor without prior written authorization from the City.

c. Notwithstanding the incorporation of the Exhibits to this Agreement by reference, should any conflict arise between the provisions of this Agreement and the provisions found in

the Exhibits and accompanying attachments, the provisions of this Agreement shall take priority and govern the conduct of the parties.

5. Billings and Payment.

5.1 Applications.

a. Contractor will submit monthly invoices (each, a "Payment Application") to City's Project Manager and City will remit payments based upon the Payment Application as stated below.

b. The period covered by each Payment Application will be one calendar month ending on the last day of the month or as specified in the solicitation.

5.2 Payment.

a. After a full and complete Payment Application is received, City will process and remit payment within 30 days.

b. Payment may be subject to or conditioned upon City's receipt of:

(1) Completed work generated by Contractor and its Sub-contractors; and

(2) Unconditional waivers and releases on final payment from Sub-contractors as City may reasonably request to assure the Project will be free of claims arising from required performances under this Agreement.

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

a. If the Payment Application is rejected, the Project Manager will issue a written listing of the items not approved for payment.

b. City may withhold an amount sufficient to pay expenses that City reasonably expects to incur in correcting the deficiency or deficiencies rejected for payment.

6. Termination.

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

a. Contractor will be equitably compensated for Goods or Services furnished prior to receipt of the termination notice and for reasonable costs incurred.

b. Contractor will also be similarly compensated for any approved effort expended and approved costs incurred that are directly associated with project closeout and delivery of the required items to the City.

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

a. Contractor will not be entitled to further payment until after City has determined its damages. If City's damages resulting from the breach, as determined by City, are less than the equitable amount due but not paid Contractor for Service and Repair furnished, City will pay the amount due to Contractor, less City's damages, in accordance with the provision of § 5.

b. If City's direct damages exceed amounts otherwise due to Contractor, Contractor must pay the difference to City immediately upon demand; however, Contractor will not be subject to consequential damages of more than $1,000,000 or the amount of this Agreement, whichever is greater.

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

8. **Insurance.**

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

a. Contractor and Sub-contractors. Contractor, and each Sub-contractor performing work or providing materials related to this Agreement must procure and maintain the insurance coverages described below (collectively referred to herein as the "Contractor's Policies"), until each Party's obligations under this Agreement are completed.

b. General Liability.

(1) Contractor must at all times relevant hereto carry a commercial general liability policy with a combined single limit of at least $1,000,000 per occurrence and $2,000,000 annual aggregate for each property damage and contractual property damage.

(2) Sub-contactors must at all times relevant hereto carry a general commercial liability policy with a combined single limit of at least $1,000,000 per occurrence.

(3) This commercial general liability insurance must include independent contractors' liability, contractual liability, broad form property coverage, XCU hazards if requested by the City, and a separation of insurance provision.

(4) These limits may be met through a combination of primary and excess liability coverage.

c. Auto. A business auto policy providing a liability limit of at least $1,000,000 per accident for Contractor and $1,000,000 per accident for Sub-contractors and covering owned, non-owned and hired automobiles.

d. Workers' Compensation and Employer's Liability. A workers' compensation and employer's liability policy providing at least the minimum benefits required by Arizona law.

e. Notice of Changes. Contractor's Policies must provide for not less than 30 days' advance written notice to City Representative of:

(1) Cancellation or termination of Contractor or Sub-contractor's Policies;

(2) Reduction of the coverage limits of any of Contractor or and Sub-contractor's Policies; and

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

f. Certificates of Insurance.

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

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

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

g. Other Contractors or Vendors.

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

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

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

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

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

8.2 Sub-contractors.

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

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

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

8.3 Indemnification.

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

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

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

9. Immigration Law Compliance.

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

9.2 Any breach of warranty under subsection 9.1 above is considered a material breach of this Agreement and is subject to penalties up to and including termination of this Agreement.

9.3 City retains the legal right to inspect the papers of any Contractor or subcontractor employee who performs work under this Agreement to ensure that the Contractor or any subcontractor is compliant with the warranty under subsection 9.1 above.

9.4 City may conduct random inspections, and upon request of City, Contractor shall provide copies of papers and records of Contractor demonstrating continued compliance with the warranty under subsection 9.1 above. Contractor agrees to keep papers and records available for inspection by the City during normal business hours and will cooperate with City in exercise of its statutory duties and not deny access to its business premises or applicable papers or records for the purposes of enforcement of this section.

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

9.6 Contractor's warranty and obligations under this section to the City is continuing throughout the term of this Agreement or until such time as the City determines, in its sole discretion, that Arizona law has been modified in that compliance with this section is no longer a requirement.

9.7 The "E-Verify Program" above means the employment verification program administered by the United States Department of Homeland Security, the Social Security Administration, or any successor program.

10. Notices.

10.1 A notice, request or other communication that is required or permitted under this Agreement (each a "Notice") will be effective only if:

a. The Notice is in writing; and

b. Delivered in person or by overnight courier service (delivery charges prepaid), certified or registered mail (return receipt requested); and

c. Notice will be deemed to have been delivered to the person to whom it is addressed as of the date of receipt, if:

(1) Received on a business day, or before 5:00 p.m., at the address for Notices identified for the Party in this Agreement by U.S. Mail, hand delivery, or overnight courier service on or before 5:00 p.m.; or

(2) As of the next business day after receipt, if received after 5:00 p.m.

d. The burden of proof of the place and time of delivery is upon the Party giving the Notice; and

e. Digitalized signatures and copies of signatures will have the same effect as original signatures.

10.2 Representatives.

a. Contractor. Contractor's representative (the "Contractor's Representative") authorized to act on Contractor's behalf with respect to the Project, and his or her address for Notice delivery is:

Brainfuse, Inc.
c/o Troy Weiman
271 Madison Ave.
New York, NY 10016

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

City of Glendale
c/o Michael Beck, Chief Librarian
5959 W. Brown St.
Glendale, Arizona 85301
623-930-3546

With required copy to:

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

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

c. Concurrent Notices.

(1) All notices to City's representative must be given concurrently to City Manager and City Attorney.

(2) A notice will not be deemed to have been received by City's representative until the time that it has also been received by City Manager and City Attorney.

(3) City may appoint one or more designees for the purpose of receiving notice by delivery of a written notice to Contractor identifying the designee(s) and their respective addresses for notices.

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

11. Financing Assignment. City may assign this Agreement to any City-affiliated entity, including a non-profit corporation or other entity whose primary purpose is to own or manage the Project.

12. Entire Agreement; Survival; Counterparts; Signatures.

12.1 Integration. This Agreement contains, except as stated below, the entire agreement between City and Contractor and supersedes all prior conversations and negotiations between the parties regarding the Project or this Agreement.

a. Neither Party has made any representations, warranties or agreements as to any matters concerning the Agreement's subject matter.

b. Representations, statements, conditions, or warranties not contained in this Agreement will not be binding on the parties.

c. The solicitation, any addendums and the response submitted by the Contractor are incorporated into this Agreement as if attached hereto. Any Contractor response modifies the original solicitation as stated. Inconsistencies between the solicitation, any addendums

and the response or any excerpts attached as Exhibit A and this Agreement will be resolved by the terms and conditions stated in this Agreement.

12.2 Interpretation.

a. The parties fairly negotiated the Agreement's provisions to the extent they believed necessary and with the legal representation they deemed appropriate.

b. The parties are of equal bargaining position and this Agreement must be construed equally between the parties without consideration of which of the parties may have drafted this Agreement.

c. The Agreement will be interpreted in accordance with the laws of the State of Arizona.

12.3 Survival. Except as specifically provided otherwise in this Agreement, each warranty, representation, indemnification and hold harmless provision, insurance requirement, and every other right, remedy and responsibility of a Party, will survive completion of the Project, or the earlier termination of this Agreement.

12.4 Amendment. No amendment to this Agreement will be binding unless in writing and executed by the parties. Any amendment may be subject to City Council approval. Electronic signature blocks do not constitute execution.

12.5 Remedies. All rights and remedies provided in this Agreement are cumulative and the exercise of any one or more right or remedy will not affect any other rights or remedies under this Agreement or applicable law.

12.6 Severability. If any provision of this Agreement is voided or found unenforceable, that determination will not affect the validity of the other provisions, and the voided or unenforceable provision will be deemed reformed to conform to applicable law.

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

13. **Term.** The term of this Agreement commences upon the effective date and continues for a one year initial period. The City may, at its option and with the approval of the Contractor, extend the term of this Agreement an additional four years, renewable on an annual basis. Contractor will be notified in writing by the City of its intent to extend the Agreement period at least 30 calendar days prior to the expiration of the original or any renewal Agreement period. Price adjustments will only be reviewed during the Agreement renewal period and will be a determining factor for renewal. Any renewal must be in writing and signed by the authorized representatives of both parties. There are no automatic renewals of this Agreement.

14. **Dispute Resolution.** Each claim, controversy and dispute (each a "Dispute") between Contractor and City will be resolved in accordance with Exhibit C. The final determination will be made by the City.

15. **Exhibits.** The following exhibits, with reference to the term in which they are first referenced, are incorporated by this reference.

Exhibit A Project

Exhibit B Compensation

Exhibit C Dispute Resolution

(Signatures appear on the following page.)

The parties enter into this Agreement as of the effective date shown above.

City of Glendale,
an Arizona municipal corporation

_____

By: Richard A. Bowers
Its: Acting City Manager

ATTEST:

_____

City Clerk (SEAL)

APPROVED AS TO FORM:

_____

City Attorney

Brainfuse, Inc.,
a New York corporation

_____

By: ~~Troy Weiman~~ Alex Sztudlen
Its: Managing Director

EXHIBIT A

ELECTRONIC SERVICES

PROJECT

[See attached]

Project

1. **Contractor shall provide non-print materials and/or databases.**

   1.1. Contractor will provide non-print materials and/or databases

      1.1.1. The Contractor shall deliver any or all formats of non-print materials or databases for use in a public library setting. This includes, but is not limited to, video discs (DVD's), audio books on Compact Discs (CD), E-Books, E-Audios, E-Videos, E-Periodicals, educational kits, music Compact Discs, databases, and video games.

2. **Contractor shall comply with acquisitions specifications.**

   2.1. Contractor shall have the ability to interface with the library's Polaris Library System in order to utilize EDIFACT standard so orders and invoices can be received electronically.

   2.2. Contractor will provide a printed copy of an invoice, either by email or US mail, when a duplicate is transmitted electronically.

3. **Contractor shall provide access to vendor website and inventory system.**

   3.1. Technical support available M–F 8:00 a.m. to 5:00 p.m. MST free of charge by phone and/or email.

   3.2. Problem resolution with a guaranteed response time of 24 hours for all phone calls or correspondence.

   3.3. Contractor shall provide timely notification of any upgrades or new releases to their website and/or inventory system and provide assistance in their implementation.

4. **Contractor shall provide access to electronic databases, if applicable.**

   5.1 Contractor will allow 24/7 remote access to the product.

   5.2 Contractor will allow an unlimited number of simultaneous users whenever possible.

   5.3 Contractor complies with ADA standards for accessibility.

   5.4 Contractor will provide prompt notification of changes, updates and/or upgrades either to the interface, content, or ordering web site. Contractor will provide any training and/or technical support necessary after updates free of charge.

   5.5 Product(s) will have an administrator module.

   5.6 Copyright security is solely the responsibility of the Contractor.

EXHIBIT B

ELECTRONIC SERVICES

COMPENSATION

METHOD AND AMOUNT OF COMPENSATION

The City will pay per invoice upon receipt of services.

NOT-TO-EXCEED AMOUNT

The total amount of compensation paid to Contractor for full completion of all work required by the Project during the entire term of the Project must not exceed $110,000.

DETAILED PROJECT COMPENSATION

Brainfuse offers subscription based databases. The City of Glendale will pay $19,900 annually for unlimited access to HelpNow Learning System for the first 3 years of the term.

EXHIBIT C

ELECTRONIC SERVICES

DISPUTE RESOLUTION

1. Disputes.

1.1 Commitment. The parties commit to resolving all disputes promptly, equitably, and in a good-faith, cost-effective manner.

1.2 Application. The provisions of this Exhibit will be used by the parties to resolve all controversies, claims, or disputes ("Dispute") arising out of or related to this Agreement-including Disputes regarding any alleged breaches of this Agreement.

1.3 Initiation. A party may initiate a Dispute by delivery of written notice of the Dispute, including the specifics of the Dispute, to the Representative of the other party as required in this Agreement.

1.4 Informal Resolution. When a Dispute notice is given, the parties will designate a member of their senior management who will be authorized to expeditiously resolve the Dispute.

a. The parties will provide each other with reasonable access during normal business hours to any and all non-privileged records, information and data pertaining to any Dispute in order to assist in resolving the Dispute as expeditiously and cost effectively as possible;

b. The parties' senior managers will meet within 10 business days to discuss and attempt to resolve the Dispute promptly, equitably, and in a good faith manner, and

c. The Senior Managers will agree to subsequent meetings if both parties agree that further meetings are necessary to reach a resolution of the Dispute.

2. Arbitration.

2.1 Rules. If the parties are unable to resolve the Dispute by negotiation within 30 days from the Dispute notice, and unless otherwise informal discussions are extended by the mutual agreement, the parties may agree, in writing, that the Dispute will be decided by binding arbitration in accordance with Commercial Rules of the AAA, as amended herein. Although the arbitration will be conducted in accordance with AAA Rules, it will not be administered by the AAA, but will be heard independently.

a. The parties will exercise best efforts to select an arbitrator within 5 business days after agreement for arbitration. If the parties have not agreed upon an arbitrator within this period, the parties will submit the selection of the arbitrator to one of the principals of the mediation firm of Scott & Skelly, LLC, who will then select the arbitrator. The parties will equally share the fees and costs incurred in the selection of the arbitrator.

b. The arbitrator selected must be an attorney with at least 10 years experience, be independent, impartial, and not have engaged in any business for or adverse to either Party for at least 10 years.

2.2 Discovery. The extent and the time set for discovery will be as determined by the arbitrator. Each Party must, however, within ten (10) days of selection of an arbitrator deliver to the other Party copies of all documents in the delivering party's possession that are relevant to the dispute.

2.3 Hearing. The arbitration hearing will be held within 90 days of the appointment of the arbitrator. The arbitration hearing, all proceedings, and all discovery will be conducted in Glendale, Arizona unless otherwise agreed by the parties or required as a result of witness location. Telephonic hearings and other reasonable arrangements may be used to minimize costs.

2.4 Award. At the arbitration hearing, each Party will submit its position to the arbitrator, evidence to support that position, and the exact award sought in this matter with specificity. The arbitrator must select the award sought by one of the parties as the final judgment and may not independently alter or modify the awards sought by the parties, fashion any remedy, or make any equitable order. The arbitrator has no authority to consider or award punitive damages.

2.5 Final Decision. The Arbitrator's decision should be rendered within 15 days after the arbitration hearing is concluded. This decision will be final and binding on the Parties.

2.6 Costs. The prevailing party may enter the arbitration in any court having jurisdiction in order to convert it to a judgment. The non-prevailing party shall pay all of the prevailing party's arbitration costs and expenses, including reasonable attorney's fees and costs.

3. **Services to Continue Pending Dispute.** Unless otherwise agreed to in writing, Contractor must continue to perform and maintain progress of required services during any Dispute resolution or arbitration proceedings, and City will continue to make payment to Contractor in accordance with this Agreement.

4. **Exceptions.**

4.1 Third Party Claims. City and Contractor are not required to arbitrate any third-party claim, cross-claim, counter claim, or other claim or defense of a third-party who is not obligated by contract to arbitrate disputes with City and Contractor.

4.2 Liens. City or Contractor may commence and prosecute a civil action to contest a lien or stop notice, or enforce any lien or stop notice, but only to the extent the lien or stop notice the Party seeks to enforce is enforceable under Arizona Law, including, without limitation, an action under A.R.S. § 33-420, without the necessity of initiating or exhausting the procedures of this Exhibit.

4.3 Governmental Actions. This Exhibit does not apply to, and must not be construed to require arbitration of, any claims, actions or other process filed or issued by City of Glendale Building Safety Department or any other agency of City acting in its governmental permitting or other regulatory capacity.

File #: 15-463, **Version:** 1

AWARD OF BID AND AUTHORIZATION TO ENTER INTO AN AGREEMENT FOR SERVICES WITH MIDWEST TAPE, LLC, FOR MEDIA RESOURCES AND ELECTRONIC RESOURCES

Staff Contact: Erik Strunk, Director, Community Services

Purpose and Recommended Action

This is a request for City Council to award a bid and authorize the Acting City Manager to enter into a one-year service agreement with four additional one-year extensions at the discretion of the Acting City Manager, for electronic services to Midwest Tape, LLC. The contract amount is not to exceed $240,000 per year, with a total five-year amount not to exceed $1,200,000. Most of the library's media, such as DVD's, music cd's and audiobooks, comes through Midwest Tape, LLC.

Background

This is the third of five items on this agenda that if approved, will continue the Glendale Public Library's efforts to provide digital resources and physical media to library patrons. This is a request to approve a service agreement with Midwest Tape, LLC to provide a variety of media and electronic resources for the Glendale Public Library. Specific services would include a wide selection of "eMedia" items such as eVideo, eMusic and eAudio through its online database, "hoopla,"

This service not only provides popular selections to choose from, but also niche and hard-to-find items. As with the other Glendale Public Library e-services, hoopla can be accessed with a library card 24 hours a day, seven days a week with tablet, PC, or smart phone. With the addition of the hoopla database collection, users will be able to stream the newest music, audiobooks and many popular movies with just a checkout. The subscription to this service offers hundreds of thousands of items. Many of these selections are proprietary and cannot be purchased or streamed through other vendors.

Analysis

The City of Glendale procurement process was followed and a Request for Proposal (RFP) was issued in January of 2015. After review and consideration, Midwest Tape, LLC was selected because of pricing, excellent service levels, and the fact that it will most effectively integrate with the library's Polaris computer management system.

Community Benefit/Public Involvement

This service will provide electronic services available to any Glendale Public Library card holder, in any genre. It will provide patrons with the latest blockbusters, music CD's, and audiobooks in a digital format and in the quickest time possible. The library staff will be able to place orders for new products electronically, which will

speed our ordering process and decrease patron wait time for their favorite authors, artists, or genres. An additional major benefit to customers is that titles are 'multi-use' so multiple people can download or 'checkout' the same title without having to wait long periods of time typical of the print 'reserve' process. On June 10, this item was reviewed and approved in concept by the Library Advisory Board.

Budget and Financial Impacts

FY 15-16 funds in the amount of $240,000 are budgeted in the Library "Electronics" and "Books" line item budget.

Cost	Fund-Department-Account
$35,000	**1000-15220-527650, Electronics**
$205,000	**1000-15220-527400, Books**

Capital Expense? No

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?

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AGREEMENT FOR
ELECTRONIC & MEDIA SERVICES
City of Glendale Solicitation No. RFP 15-23

This Agreement for Electronic & Media Services ("Agreement") is effective and entered into between CITY OF GLENDALE, an Arizona municipal corporation ("City"), and Midwest Tape, LLC, an Ohio limited liability company, authorized to do business in Arizona, (the "Contractor"), as of the _____ day of _____, 20 .

RECITALS

A. City intends to undertake a project for the benefit of the public and with public funds that is more fully set forth in **Exhibit A**, pursuant to Solicitation No. RFP 15-23 (the "Project");

B. City desires to retain the services of Contractor to perform those specific duties and produce the specific work as set forth in the Project attached hereto;

C. City and Contractor desire to memorialize their agreement with this document.

AGREEMENT

In consideration of the Recitals, which are confirmed as true and correct and incorporated by this reference, the mutual promises and covenants contained in this Agreement, and other good and valuable consideration, City and Contractor agree as follows:

1. Key Personnel; Sub-contractors.

1.1 Services. Contractor will provide all services necessary to assure the Project is completed timely and efficiently consistent with Project requirements, including, but not limited to, working in close interaction and interfacing with City and its designated employees, and working closely with others, including other contractors or consultants, retained by City.

1.2 Project Team.

a. Project Manager.

(1) Contractor will designate an employee as Project Manager with sufficient training, knowledge, and experience to, in the City's option, complete the Project and handle all aspects of the Project such that the work produced by Contractor is consistent with applicable standards as detailed in this Agreement;

(2) The City must approve the designated Project Manager; and

(3) To assure the Project schedule is met, Project Manager may be required to devote no less than a specific amount of time as set out in Exhibit A.

b. Project Team.

(1) The Project Manager and all other employees assigned to the project by Contractor will comprise the "Project Team."

(2) Project Manager will have responsibility for and will supervise all other employees assigned to the Project by Contractor.

c. Discharge, Reassign, Replacement.

(1) Contractor acknowledges the Project Team is comprised of the same persons and roles for each as may have been identified in the response to the Project's solicitation.

(2) Contractor will not discharge, reassign or replace or diminish the responsibilities of any of the employees assigned to the Project who have been approved by City without City's prior written consent unless that person leaves the employment of Contractor, in which event the substitute must first be approved in writing by City.

(3) Contractor will change any of the members of the Project Team at the City's request if an employee's performance does not equal or exceed the level of competence that the City may reasonably expect of a person performing those duties or if the acts or omissions of that person are detrimental to the development of the Project.

d. Sub-contractors.

(1) Contractor may engage specific technical contractor (each a "Sub-contractor") to furnish certain service functions.

(2) Contractor will remain fully responsible for Sub-contractor's services.

(3) Sub-contractors must be approved by the City, unless the Sub-contractor was previously mentioned in the response to the solicitation.

(4) Contractor shall certify by letter that contracts with Sub-contractors have been executed incorporating requirements and standards as set forth in this Agreement.

2. Schedule. The services will be undertaken in a manner that ensures the Project is completed timely and efficiently in accordance with the Project.

3. Contractor's Work.

3.1 Standard. Contractor must perform services in accordance with the standards of due diligence, care, and quality prevailing among contractors having substantial experience with the successful furnishing of services for projects that are equivalent in size, scope, quality, and other criteria under the Project and identified in this Agreement.

3.2 Licensing. Contractor warrants that:

a. Contractor and Sub-contractors will hold all appropriate and required licenses, registrations and other approvals necessary for the lawful furnishing of services ("Approvals"); and

b. Neither Contractor nor any Sub-contractor has been debarred or otherwise legally excluded from contracting with any federal, state, or local governmental entity ("Debarment").

(1) City is under no obligation to ascertain or confirm the existence or issuance of any Approvals or Debarments or to examine Contractor's contracting ability.

(2) Contractor must notify City immediately if any Approvals or Debarment changes during the Agreement's duration and the failure of the Contractor to notify City as required will constitute a material default under the Agreement.

3.3 Compliance. Services will be furnished in compliance with applicable federal, state, county and local statutes, rules, regulations, ordinances, building codes, life safety codes, and other standards and criteria designated by City.

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

3.4 Coordination; Interaction.

a. For projects that the City believes requires the coordination of various professional services, Contractor will work in close consultation with City to proactively interact with any other professionals retained by City on the Project ("Coordinating Project Professionals").

b. Subject to any limitations expressly stated in the Project Budget, Contractor will meet to review the Project, Schedule, Project Budget, and in-progress work with Coordinating Project Professionals and City as often and for durations as City reasonably considers necessary in order to ensure the timely work delivery and Project completion.

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

3.5 Work Product.

a. Ownership. Upon receipt of payment for services furnished, Contractor grants to City, and will cause its Sub-contractors to grant to the City, the exclusive ownership of and all copyrights, if any, to evaluations, reports, drawings, specifications, project manuals, surveys, estimates, reviews, minutes, all "architectural work" as defined in the United States Copyright Act, 17 U.S.C § 101, *et seq.*, and other intellectual work product as may be applicable ("Work Product").

(1) This grant is effective whether the Work Product is on paper (e.g., a "hard copy"), in electronic format, or in some other form.

(2) Contractor warrants, and agrees to indemnify, hold harmless and defend City for, from and against any claim that any Work Product infringes on third-party proprietary interests.

b. Delivery. Contractor will deliver to City copies of the preliminary and completed Work Product promptly as they are prepared.

c. City Use.

(1) City may reuse the Work Product at its sole discretion.

(2) In the event the Work Product is used for another project without further consultations with Contractor, the City agrees to indemnify and hold Contractor harmless from any claim arising out of the Work Product.

(3) In such case, City shall also remove any seal and title block from the Work Product.

4. Compensation for the Project.

4.1 Compensation. Contractor's compensation for the Project, including those furnished by its Sub-contractors will not exceed $1,200,000, as specifically detailed in **Exhibit B** (the "Compensation").

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

a. Adjustments to the Compensation require a written amendment to this Agreement and may require City Council approval.

b. Additional services which are outside the scope of the Project contained in this Agreement may not be performed by the Contractor without prior written authorization from the City.

c. Notwithstanding the incorporation of the Exhibits to this Agreement by reference, should any conflict arise between the provisions of this Agreement and the provisions found in

the Exhibits and accompanying attachments, the provisions of this Agreement shall take priority and govern the conduct of the parties.

5. Billings and Payment.

5.1 Applications.

a. Contractor will submit monthly invoices (each, a "Payment Application") to City's Project Manager and City will remit payments based upon the Payment Application as stated below.

b. The period covered by each Payment Application will be one calendar month ending on the last day of the month or as specified in the solicitation.

5.2 Payment.

a. After a full and complete Payment Application is received, City will process and remit payment within 30 days.

b. Payment may be subject to or conditioned upon City's receipt of:

(1) Completed work generated by Contractor and its Sub-contractors; and

(2) Unconditional waivers and releases on final payment from Sub-contractors as City may reasonably request to assure the Project will be free of claims arising from required performances under this Agreement.

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

a. If the Payment Application is rejected, the Project Manager will issue a written listing of the items not approved for payment.

b. City may withhold an amount sufficient to pay expenses that City reasonably expects to incur in correcting the deficiency or deficiencies rejected for payment.

6. Termination.

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

a. Contractor will be equitably compensated for Goods or Services furnished prior to receipt of the termination notice and for reasonable costs incurred.

b. Contractor will also be similarly compensated for any approved effort expended and approved costs incurred that are directly associated with project closeout and delivery of the required items to the City.

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

a. Contractor will not be entitled to further payment until after City has determined its damages. If City's damages resulting from the breach, as determined by City, are less than the equitable amount due but not paid Contractor for Service and Repair furnished, City will pay the amount due to Contractor, less City's damages, in accordance with the provision of § 5.

b. If City's direct damages exceed amounts otherwise due to Contractor, Contractor must pay the difference to City immediately upon demand; however, Contractor will not be subject to consequential damages of more than $1,000,000 or the amount of this Agreement, whichever is greater.

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

8. **Insurance.**

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

a. Contractor and Sub-contractors. Contractor, and each Sub-contractor performing work or providing materials related to this Agreement must procure and maintain the insurance coverages described below (collectively referred to herein as the "Contractor's Policies"), until each Party's obligations under this Agreement are completed.

b. General Liability.

(1) Contractor must at all times relevant hereto carry a commercial general liability policy with a combined single limit of at least $1,000,000 per occurrence and $2,000,000 annual aggregate for each property damage and contractual property damage.

(2) Sub-contactors must at all times relevant hereto carry a general commercial liability policy with a combined single limit of at least $1,000,000 per occurrence.

(3) This commercial general liability insurance must include independent contractors' liability, contractual liability, broad form property coverage, XCU hazards if requested by the City, and a separation of insurance provision.

(4) These limits may be met through a combination of primary and excess liability coverage.

c. Auto. A business auto policy providing a liability limit of at least $1,000,000 per accident for Contractor and $1,000,000 per accident for Sub-contractors and covering owned, non-owned and hired automobiles.

d. Workers' Compensation and Employer's Liability. A workers' compensation and employer's liability policy providing at least the minimum benefits required by Arizona law.

e. Notice of Changes. Contractor's Policies must provide for not less than 30 days' advance written notice to City Representative of:

(1) Cancellation or termination of Contractor or Sub-contractor's Policies;

(2) Reduction of the coverage limits of any of Contractor or and Sub-contractor's Policies; and

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

f. Certificates of Insurance.

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

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

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

g. Other Contractors or Vendors.

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

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

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

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

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

8.2 Sub-contractors.

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

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

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

8.3 Indemnification.

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

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

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

9. Immigration Law Compliance.

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

9.2 Any breach of warranty under subsection 9.1 above is considered a material breach of this Agreement and is subject to penalties up to and including termination of this Agreement.

9.3 City retains the legal right to inspect the papers of any Contractor or subcontractor employee who performs work under this Agreement to ensure that the Contractor or any subcontractor is compliant with the warranty under subsection 9.1 above.

9.4 City may conduct random inspections, and upon request of City, Contractor shall provide copies of papers and records of Contractor demonstrating continued compliance with the warranty under subsection 9.1 above. Contractor agrees to keep papers and records available for inspection by the City during normal business hours and will cooperate with City in exercise of its statutory duties and not deny access to its business premises or applicable papers or records for the purposes of enforcement of this section.

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

9.6 Contractor's warranty and obligations under this section to the City is continuing throughout the term of this Agreement or until such time as the City determines, in its sole discretion, that Arizona law has been modified in that compliance with this section is no longer a requirement.

9.7 The "E-Verify Program" above means the employment verification program administered by the United States Department of Homeland Security, the Social Security Administration, or any successor program.

10. Notices.

10.1 A notice, request or other communication that is required or permitted under this Agreement (each a "Notice") will be effective only if:

a. The Notice is in writing; and

b. Delivered in person or by overnight courier service (delivery charges prepaid), certified or registered mail (return receipt requested); and

c. Notice will be deemed to have been delivered to the person to whom it is addressed as of the date of receipt, if:

(1) Received on a business day, or before 5:00 p.m., at the address for Notices identified for the Party in this Agreement by U.S. Mail, hand delivery, or overnight courier service on or before 5:00 p.m.; or

(2) As of the next business day after receipt, if received after 5:00 p.m.

d. The burden of proof of the place and time of delivery is upon the Party giving the Notice; and

e. Digitalized signatures and copies of signatures will have the same effect as original signatures.

10.2 Representatives.

a. Contractor. Contractor's representative (the "Contractor's Representative") authorized to act on Contractor's behalf with respect to the Project, and his or her address for Notice delivery is:

Midwest Tape, LLC
c/o Jeff Jankowski
6950 Hall St.
Holland, OH 43528

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

City of Glendale
c/o Michael Beck, Chief Librarian
5959 W. Brown St.
Glendale, Arizona 85301
623-930-3546

With required copy to:

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

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

c. Concurrent Notices.

(1) All notices to City's representative must be given concurrently to City Manager and City Attorney.

(2) A notice will not be deemed to have been received by City's representative until the time that it has also been received by City Manager and City Attorney.

(3) City may appoint one or more designees for the purpose of receiving notice by delivery of a written notice to Contractor identifying the designee(s) and their respective addresses for notices.

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

11. Financing Assignment. City may assign this Agreement to any City-affiliated entity, including a non-profit corporation or other entity whose primary purpose is to own or manage the Project.

12. Entire Agreement; Survival; Counterparts; Signatures.

12.1 Integration. This Agreement contains, except as stated below, the entire agreement between City and Contractor and supersedes all prior conversations and negotiations between the parties regarding the Project or this Agreement.

a. Neither Party has made any representations, warranties or agreements as to any matters concerning the Agreement's subject matter.

b. Representations, statements, conditions, or warranties not contained in this Agreement will not be binding on the parties.

c. The solicitation, any addendums and the response submitted by the Contractor are incorporated into this Agreement as if attached hereto. Any Contractor response modifies the original solicitation as stated. Inconsistencies between the solicitation, any addendums

and the response or any excerpts attached as Exhibit A and this Agreement will be resolved by the terms and conditions stated in this Agreement.

12.2 Interpretation.

a. The parties fairly negotiated the Agreement's provisions to the extent they believed necessary and with the legal representation they deemed appropriate.

b. The parties are of equal bargaining position and this Agreement must be construed equally between the parties without consideration of which of the parties may have drafted this Agreement.

c. The Agreement will be interpreted in accordance with the laws of the State of Arizona.

12.3 Survival. Except as specifically provided otherwise in this Agreement, each warranty, representation, indemnification and hold harmless provision, insurance requirement, and every other right, remedy and responsibility of a Party, will survive completion of the Project, or the earlier termination of this Agreement.

12.4 Amendment. No amendment to this Agreement will be binding unless in writing and executed by the parties. Any amendment may be subject to City Council approval. Electronic signature blocks do not constitute execution.

12.5 Remedies. All rights and remedies provided in this Agreement are cumulative and the exercise of any one or more right or remedy will not affect any other rights or remedies under this Agreement or applicable law.

12.6 Severability. If any provision of this Agreement is voided or found unenforceable, that determination will not affect the validity of the other provisions, and the voided or unenforceable provision will be deemed reformed to conform to applicable law.

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

13. Term. The term of this Agreement commences upon the effective date and continues for a one year initial period. The City may, at its option and with the approval of the Contractor, extend the term of this Agreement an additional four years, renewable on an annual basis. Contractor will be notified in writing by the City of its intent to extend the Agreement period at least 30 calendar days prior to the expiration of the original or any renewal Agreement period. Price adjustments will only be reviewed during the Agreement renewal period and will be a determining factor for renewal. Any renewal must be in writing and signed by the authorized representatives of both parties. There are no automatic renewals of this Agreement.

14. Dispute Resolution. Each claim, controversy and dispute (each a "Dispute") between Contractor and City will be resolved in accordance with Exhibit C. The final determination will be made by the City.

15. Exhibits. The following exhibits, with reference to the term in which they are first referenced, are incorporated by this reference.

Exhibit A Project

Exhibit B Compensation

Exhibit C Dispute Resolution

(Signatures appear on the following page.)

The parties enter into this Agreement as of the effective date shown above.

City of Glendale,
an Arizona municipal corporation

By: Richard A. Bowers
Its: Acting City Manager

ATTEST:

City Clerk (SEAL)

APPROVED AS TO FORM:

City Attorney

Midwest Tape, LLC,
an Ohio limited liability company

By: ~~Jeff Jankowski~~ Susan M. Bascuk
Its: V.P. Business Development

EXHIBIT A

ELECTRONIC & MEDIA SERVICES

PROJECT

[See attached]

Project

1. **Contractor shall provide non-print materials and/or databases.**

1.1. Contractor will provide non-print materials and/or databases

1.1.1. The Contractor shall deliver any or all formats of non-print materials or databases for use in a public library setting. This includes, but is not limited to, video discs (DVD's), audio books on Compact Discs (CD), E-Books, E-Audios, E-Videos, E-Periodicals, educational kits, music Compact Discs, databases, and video games.

1.2. Inventory and fill rate

1.2.1. Contractor will maintain a fill rate of at least 85% of their displayed inventory for all items ordered for each year of the contract.

1.2.2. In-stock inventory to supply and deliver at least 85% of all titles ordered within eight weeks of the order date.

2. **Contractor shall provide various outsourcing services.**

2.1. Contractor shall provide collection development services

2.1.1. Contractor shall also provide selection lists and other collection development products and/or services, if applicable.

2.2. Contractor shall provide cataloging services, if outsourcing services are utilized

2.2.1. Contractor shall use cataloging standards in accordance with the Library of Congress Subject Headings, Dewey Decimal Classification 22nd ed., RDA Specifications and MARC format.

2.2.2. Contractor can interface with the library's Polaris Library System to verify bibliographic record information.

2.2.3. Contractor agreed to all cataloging specifications as outlined in the RFP including standard practices such as the set up of fiction call numbers, series statement fields, and genre headings.

2.2.4. The Contractor agreed to use Library of Congress subject headings rather than Sears subject headings and to use genre headings where specified.

2.2.5. The Contractor agreed to catalog following library local practices such as the use of series main entry, if library provides exceptions to the general cataloging rule and cataloging special non-fiction collections with unique call numbers.

2.3. Contractor shall provide processing services, if outsourcing services are utilized.

2.3.1. Spoken Word CD's to be delivered in circulation-ready packaging using heat resistant pockets for CD's.

2.3.2. Music CD's to be delivered in clear CD Polybox cases, or equivalent, with digital processing including labels currently used. All original inserts should be included with CD.

2.3.3. DVD to be delivered in Zenith Pak cases with digital processing including labels currently used.

2.3.4. All labels will be affixed to media, digitally.

2.3.5. Contractor shall affix and link RFID tags to materials using library specifications, may be added cost.

3. Contractor shall comply with acquisitions specifications.

3.1. Contractor shall have the ability to interface with the library's Polaris Library System in order to utilize EDIFACT standard so orders and invoices can be received electronically.

3.2. Contractor will provide a printed copy of an invoice, either by email or US mail, when a duplicate is transmitted electronically.

3.3. Contractor will provide a list of electronic materials that have been received in the Library's ILS, either by import or download, and the date of receipt on invoice.

3.4. Contractor will accept returns for credit if items are defective at no cost to the library.

3.5. If items are defective, the contractor will accept returns for credit for up to one year of purchase even if the item has been circulated.

3.6. Individual discs in a multi-part DVD or audiobook set that become damaged and/or defective in the first 12 months after receipt date shall be replaced free of charge to the Library.

3.7. Contractor will include shipping on all orders at no cost to the library.

3.8. Contractor will ship all items to the inside of the library free of any pallets.

3.9. Contractor shall provide a turnaround timeframe, from date of receipt of order by contractor to date of receipt of processed shipment by the library of no more than 15 working days for ninety percent of all in-stock items ordered. Priority, rush pre-processed materials shall be mailed or shipped by the contractor so that materials arrive at the library within five working days of receipt of order. (Exception: Pre-publication orders)

3.10. Pre-processed materials to arrive at the Library a minimum of 2 days prior to street release date.

3.11. The contractor shall supply 80% of all items back ordered and available from the publisher, within one hundred twenty (120) days of receipt of library order.

3.12. The contractor shall provide MARC catalog records with appended holdings data that can be loaded, indexed, and retrieved by the library's Polaris Library System.

4. **Contractor shall provide access to vendor website and inventory system.**

4.1. Contractor shall provide access for at least five Library staff members to Contractor's inventory system, which shows complete bibliographic and ordering information and availability of current and forthcoming inventory.

4.2. Contractor shall provide access for at least five Library staff members shall have access to Contractor's web-based database functions that enable online modifications of orders, including various continuations, standing orders, and approval plans.

4.3. Access to website, free of charge, for at least 10 concurrent Library staff accounts in addition to 2 administrator accounts.

4.4. Access to Contractor's ordering and inventory information systems, free of charge.

4.5. Inventory system updated at least once per week, preferably daily.

4.6. Technical support available M–F 8:00 a.m. to 5:00 p.m. MST free of charge by phone and/or email.

4.7. Problem resolution with a guaranteed response time of 24 hours for all phone calls or correspondence.

4.8. Contractor shall provide timely notification of any upgrades or new releases to their website and/or inventory system and provide assistance in their implementation.

5. **Contractor shall provide access to electronic databases, if applicable.**

5.1 Contractor will allow 24/7 remote access to the product.

5.2 Contractor will allow an unlimited number of simultaneous users whenever possible.

5.3 Contractor will provide prompt notification of changes, updates and/or upgrades either to the interface, content, or ordering web site. Contractor will provide any training and/or technical support necessary after updates free of charge.

5.4 Product(s) will have an administrator module.

5.5 Copyright security is solely the responsibility of the Contractor.

EXHIBIT B

ELECTRONIC & MEDIA SERVICES

COMPENSATION

METHOD AND AMOUNT OF COMPENSATION

The City will pay per invoice upon receipt of services and materials from contractor.

NOT-TO-EXCEED AMOUNT

The total amount of compensation paid to Contractor for full completion of all work required by the Project during the entire term of the Project must not exceed $1,200,000.

DETAILED PROJECT COMPENSATION

Media--costs vary per studio. City of Glendale will purchase music CD's & DVD's at a discounted cost of 25% off MSRP (10% discount from Universal studios). Spoken word CD's will be purchased at retail price.

City of Glendale will pay for media processing outsourcing services at a cost of (per item):

Single DVD:	$3.65	Single Blu-Ray DVD:	$3.65	Single Music CD:	$2.65
Double DVD:	$3.75	Double Blu-Ray DVD:	$3.75	Double Music CD:	$2.65
Multi-disc DVD:	$6.20	Multi-disc BR DVD:	$6.20	Multi-disc Music CD:	$2.65
Audiobooks:	$2.90				

City of Glendale will pay for media cataloging outsourcing services at a cost of (per title):

Editing of existing MARC records or original cataloging: $10.00

Unedited MARC records: $1.20

Attachment of library holdings (per item): $.25

Electronics--hoopla is a subscription based service for eMusic, eVideo, eAudio, and will be including eBooks in a future release. Cost is based on population served. City of Glendale would pay a subscription fee of $35,000 annually for term of contract for range of population service area of 200,000-299,999.

EXHIBIT C

ELECTRONIC & MEDIA SERVICES

DISPUTE RESOLUTION

1. Disputes.

1.1 Commitment. The parties commit to resolving all disputes promptly, equitably, and in a good-faith, cost-effective manner.

1.2 Application. The provisions of this Exhibit will be used by the parties to resolve all controversies, claims, or disputes ("Dispute") arising out of or related to this Agreement-including Disputes regarding any alleged breaches of this Agreement.

1.3 Initiation. A party may initiate a Dispute by delivery of written notice of the Dispute, including the specifics of the Dispute, to the Representative of the other party as required in this Agreement.

1.4 Informal Resolution. When a Dispute notice is given, the parties will designate a member of their senior management who will be authorized to expeditiously resolve the Dispute.

a. The parties will provide each other with reasonable access during normal business hours to any and all non-privileged records, information and data pertaining to any Dispute in order to assist in resolving the Dispute as expeditiously and cost effectively as possible;

b. The parties' senior managers will meet within 10 business days to discuss and attempt to resolve the Dispute promptly, equitably, and in a good faith manner, and

c. The Senior Managers will agree to subsequent meetings if both parties agree that further meetings are necessary to reach a resolution of the Dispute.

2. Arbitration.

2.1 Rules. If the parties are unable to resolve the Dispute by negotiation within 30 days from the Dispute notice, and unless otherwise informal discussions are extended by the mutual agreement, the parties may agree, in writing, that the Dispute will be decided by binding arbitration in accordance with Commercial Rules of the AAA, as amended herein. Although the arbitration will be conducted in accordance with AAA Rules, it will not be administered by the AAA, but will be heard independently.

a. The parties will exercise best efforts to select an arbitrator within 5 business days after agreement for arbitration. If the parties have not agreed upon an arbitrator within this period, the parties will submit the selection of the arbitrator to one of the principals of the mediation firm of Scott & Skelly, LLC, who will then select the arbitrator. The parties will equally share the fees and costs incurred in the selection of the arbitrator.

b. The arbitrator selected must be an attorney with at least 10 years experience, be independent, impartial, and not have engaged in any business for or adverse to either Party for at least 10 years.

2.2 Discovery. The extent and the time set for discovery will be as determined by the arbitrator. Each Party must, however, within ten (10) days of selection of an arbitrator deliver to the other Party copies of all documents in the delivering party's possession that are relevant to the dispute.

2.3 Hearing. The arbitration hearing will be held within 90 days of the appointment of the arbitrator. The arbitration hearing, all proceedings, and all discovery will be conducted in Glendale, Arizona unless otherwise agreed by the parties or required as a result of witness location. Telephonic hearings and other reasonable arrangements may be used to minimize costs.

2.4 Award. At the arbitration hearing, each Party will submit its position to the arbitrator, evidence to support that position, and the exact award sought in this matter with specificity. The arbitrator must select the award sought by one of the parties as the final judgment and may not independently alter or modify the awards sought by the parties, fashion any remedy, or make any equitable order. The arbitrator has no authority to consider or award punitive damages.

2.5 Final Decision. The Arbitrator's decision should be rendered within 15 days after the arbitration hearing is concluded. This decision will be final and binding on the Parties.

2.6 Costs. The prevailing party may enter the arbitration in any court having jurisdiction in order to convert it to a judgment. The non-prevailing party shall pay all of the prevailing party's arbitration costs and expenses, including reasonable attorney's fees and costs.

3. Services to Continue Pending Dispute. Unless otherwise agreed to in writing, Contractor must continue to perform and maintain progress of required services during any Dispute resolution or arbitration proceedings, and City will continue to make payment to Contractor in accordance with this Agreement.

4. Exceptions.

4.1 Third Party Claims. City and Contractor are not required to arbitrate any third-party claim, cross-claim, counter claim, or other claim or defense of a third-party who is not obligated by contract to arbitrate disputes with City and Contractor.

4.2 Liens. City or Contractor may commence and prosecute a civil action to contest a lien or stop notice, or enforce any lien or stop notice, but only to the extent the lien or stop notice the Party seeks to enforce is enforceable under Arizona Law, including, without limitation, an action under A.R.S. § 33-420, without the necessity of initiating or exhausting the procedures of this Exhibit.

4.3 Governmental Actions. This Exhibit does not apply to, and must not be construed to require arbitration of, any claims, actions or other process filed or issued by City of Glendale Building Safety Department or any other agency of City acting in its governmental permitting or other regulatory capacity.

Legislation Description

File #: 15-466, **Version:** 1

AWARD OF BID AND AUTHORIZATION TO ENTER INTO AN AGREEMENT FOR SERVICES WITH OVERDRIVE, INC., FOR EBOOKS AND ERESOURCES

Staff Contact: Erik Strunk, Director, Community Services

Purpose and Recommended Action

This is a request for City Council to award a bid and authorize the Acting City Manager to enter into a one-year service agreement with four additional one-year extensions at the discretion of the Acting City Manager, for electronic services with OverDrive, Inc. The contract amount is not to exceed $55,000 per year, with a total five-year amount not to exceed $275,000.

Background

This is the fourth of five items on this agenda that if approved, will continue the Glendale Public Library's efforts to provide eBooks and other digital formats to library patrons. The City of Glendale Public has been a member of a regional consortium of Valley libraries since 2005. The consortium is known as "the Greater Phoenix Digital Library". The function and purpose of this consortium has been to collectively band together with nine other municipal libraries to jointly purchase electronic data base services in one of the nation's first digital media delivery systems known as "OverDrive, Inc.". As with new digital media companies, OverDrive, Inc. provides access to all digital download books and "24/7" access via smart phone, tablet, and PC.

Analysis

The use of digital media by library patrons has increased significantly in the past four years. In FY 14-15, approximately 110,000 digital book downloads were made by Glendale library patrons. While traditional books and magazines will continue to be heavily used, the use of digital online books will continue to grow and the Greater Phoenix Digital Library continues to be an important part of this. As such, the City's procurement process was followed and a Request for Proposal (RFP) was issued in January of 2015. After review and consideration, OverDrive, Inc. was selected to continue providing this important service. Usage statistics show that OverDrive, Inc. is the most used digital resource among Glendale Public Library patrons.

Community Benefit/Public Involvement

With the continuation of OverDrive, Inc., Glendale residents will have greater access to more electronic resources as the Consortium is able to provide more choices and more content. This will benefit all library patrons and provide instant, digital access to books to our residents. On June 10, this item was reviewed and approved in concept by the Library Advisory Board.

Budget and Financial Impacts

FY 15-16 funds in the amount of $55,000 are budgeted in the Library “Electronics” line item budget.

Cost	Fund-Department-Account
$55,000	**1000-15220-527650, Electronics**

Capital Expense? No

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?

powered by Legistar™

AGREEMENT FOR
ELECTRONIC SERVICES
City of Glendale Solicitation No. RFP 15-23

This Agreement for Electronic Services ("Agreement") is effective and entered into between CITY OF GLENDALE, an Arizona municipal corporation ("City"), and OverDrive, Inc., a Delaware Corporation, authorized to do business in Arizona, (the "Contractor"), as of the _____ day of _____, 20 .

RECITALS

A. City intends to undertake a project for the benefit of the public and with public funds that is more fully set forth in **Exhibit A**, pursuant to Solicitation No. RFP 15-23 (the "Project");

B. City desires to retain the services of Contractor to perform those specific duties and produce the specific work as set forth in the Project attached hereto;

C. City and Contractor desire to memorialize their agreement with this document.

AGREEMENT

In consideration of the Recitals, which are confirmed as true and correct and incorporated by this reference, the mutual promises and covenants contained in this Agreement, and other good and valuable consideration, City and Contractor agree as follows:

1. Key Personnel; Sub-contractors.

1.1 Services. Contractor will provide all services necessary to assure the Project is completed timely and efficiently consistent with Project requirements, including, but not limited to, working in close interaction and interfacing with City and its designated employees, and working closely with others, including other contractors or consultants, retained by City.

1.2 Project Team.

a. Project Manager.

(1) Contractor will designate an employee as Project Manager with sufficient training, knowledge, and experience to, in the City's option, complete the Project and handle all aspects of the Project such that the work produced by Contractor is consistent with applicable standards as detailed in this Agreement;

(2) The City must approve the designated Project Manager; and

(3) To assure the Project schedule is met, Project Manager may be required to devote no less than a specific amount of time as set out in Exhibit A.

b. Project Team.

(1) The Project Manager and all other employees assigned to the project by Contractor will comprise the "Project Team."

(2) Project Manager will have responsibility for and will supervise all other employees assigned to the Project by Contractor.

c. Discharge, Reassign, Replacement.

(1) Contractor acknowledges the Project Team is comprised of the same persons and roles for each as may have been identified in the response to the Project's solicitation.

(2) Contractor will not discharge, reassign or replace or diminish the responsibilities of any of the employees assigned to the Project who have been approved by City without City's prior written consent unless that person leaves the employment of Contractor, in which event the substitute must first be approved in writing by City.

(3) Contractor will change any of the members of the Project Team at the City's request if an employee's performance does not equal or exceed the level of competence that the City may reasonably expect of a person performing those duties or if the acts or omissions of that person are detrimental to the development of the Project.

d. Sub-contractors.

(1) Contractor may engage specific technical contractor (each a "Sub-contractor") to furnish certain service functions.

(2) Contractor will remain fully responsible for Sub-contractor's services.

(3) Sub-contractors must be approved by the City, unless the Sub-contractor was previously mentioned in the response to the solicitation.

(4) Contractor shall certify by letter that contracts with Sub-contractors have been executed incorporating requirements and standards as set forth in this Agreement.

2. Schedule. The services will be undertaken in a manner that ensures the Project is completed timely and efficiently in accordance with the Project.

3. Contractor's Work.

3.1 Standard. Contractor must perform services in accordance with the standards of due diligence, care, and quality prevailing among contractors having substantial experience with the successful furnishing of services for projects that are equivalent in size, scope, quality, and other criteria under the Project and identified in this Agreement.

3.2 Licensing. Contractor warrants that:

a. Contractor and Sub-contractors will hold all appropriate and required licenses, registrations and other approvals necessary for the lawful furnishing of services ("Approvals"); and

b. Neither Contractor nor any Sub-contractor has been debarred or otherwise legally excluded from contracting with any federal, state, or local governmental entity ("Debarment").

(1) City is under no obligation to ascertain or confirm the existence or issuance of any Approvals or Debarments or to examine Contractor's contracting ability.

(2) Contractor must notify City immediately if any Approvals or Debarment changes during the Agreement's duration and the failure of the Contractor to notify City as required will constitute a material default under the Agreement.

3.3 Compliance. Services will be furnished in compliance with applicable federal, state, county and local statutes, rules, regulations, ordinances, building codes, life safety codes, and other standards and criteria designated by City.

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

3.4 Coordination; Interaction.

a. For projects that the City believes requires the coordination of various professional services, Contractor will work in close consultation with City to proactively interact with any other professionals retained by City on the Project ("Coordinating Project Professionals").

b. Subject to any limitations expressly stated in the Project Budget, Contractor will meet to review the Project, Schedule, Project Budget, and in-progress work with Coordinating Project Professionals and City as often and for durations as City reasonably considers necessary in order to ensure the timely work delivery and Project completion.

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

3.5 Work Product.

a. Ownership. Upon receipt of payment for services furnished, Contractor grants to City, and will cause its Sub-contractors to grant to the City, the exclusive ownership of and all copyrights, if any, to evaluations, reports, drawings, specifications, project manuals, surveys, estimates, reviews, minutes, all "architectural work" as defined in the United States Copyright Act, 17 U.S.C § 101, *et seq.,* and other intellectual work product as may be applicable ("Work Product").

(1) This grant is effective whether the Work Product is on paper (e.g., a "hard copy"), in electronic format, or in some other form.

(2) Contractor warrants, and agrees to indemnify, hold harmless and defend City for, from and against any claim that any Work Product infringes on third-party proprietary interests.

b. Delivery. Contractor will deliver to City copies of the preliminary and completed Work Product promptly as they are prepared.

c. City Use.

(1) City may reuse the Work Product at its sole discretion.

(2) In the event the Work Product is used for another project without further consultations with Contractor, the City agrees to indemnify and hold Contractor harmless from any claim arising out of the Work Product.

(3) In such case, City shall also remove any seal and title block from the Work Product.

4. Compensation for the Project.

4.1 Compensation. Contractor's compensation for the Project, including those furnished by its Sub-contractors will not exceed $275,000, as specifically detailed in **Exhibit B** (the "Compensation").

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

a. Adjustments to the Compensation require a written amendment to this Agreement and may require City Council approval.

b. Additional services which are outside the scope of the Project contained in this Agreement may not be performed by the Contractor without prior written authorization from the City.

c. Notwithstanding the incorporation of the Exhibits to this Agreement by reference, should any conflict arise between the provisions of this Agreement and the provisions found in

the Exhibits and accompanying attachments, the provisions of this Agreement shall take priority and govern the conduct of the parties.

5. Billings and Payment.

5.1 Applications.

a. Contractor will submit monthly invoices (each, a "Payment Application") to City's Project Manager and City will remit payments based upon the Payment Application as stated below.

b. The period covered by each Payment Application will be one calendar month ending on the last day of the month or as specified in the solicitation.

5.2 Payment.

a. After a full and complete Payment Application is received, City will process and remit payment within 30 days.

b. Payment may be subject to or conditioned upon City's receipt of:

(1) Completed work generated by Contractor and its Sub-contractors; and

(2) Unconditional waivers and releases on final payment from Sub-contractors as City may reasonably request to assure the Project will be free of claims arising from required performances under this Agreement.

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

a. If the Payment Application is rejected, the Project Manager will issue a written listing of the items not approved for payment.

b. City may withhold an amount sufficient to pay expenses that City reasonably expects to incur in correcting the deficiency or deficiencies rejected for payment.

6. Termination.

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

a. Contractor will be equitably compensated for Goods or Services furnished prior to receipt of the termination notice and for reasonable costs incurred.

b. Contractor will also be similarly compensated for any approved effort expended and approved costs incurred that are directly associated with project closeout and delivery of the required items to the City.

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

a. Contractor will not be entitled to further payment until after City has determined its damages. If City's damages resulting from the breach, as determined by City, are less than the equitable amount due but not paid Contractor for Service and Repair furnished, City will pay the amount due to Contractor, less City's damages, in accordance with the provision of § 5.

b. If City's direct damages exceed amounts otherwise due to Contractor, Contractor must pay the difference to City immediately upon demand; however, Contractor will not be subject to consequential damages of more than $1,000,000 or the amount of this Agreement, whichever is greater.

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

8. **Insurance.**

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

a. Contractor and Sub-contractors. Contractor, and each Sub-contractor performing work or providing materials related to this Agreement must procure and maintain the insurance coverages described below (collectively referred to herein as the "Contractor's Policies"), until each Party's obligations under this Agreement are completed.

b. General Liability.

(1) Contractor must at all times relevant hereto carry a commercial general liability policy with a combined single limit of at least $1,000,000 per occurrence and $2,000,000 annual aggregate for each property damage and contractual property damage.

(2) Sub-contactors must at all times relevant hereto carry a general commercial liability policy with a combined single limit of at least $1,000,000 per occurrence.

(3) This commercial general liability insurance must include independent contractors' liability, contractual liability, broad form property coverage, XCU hazards if requested by the City, and a separation of insurance provision.

(4) These limits may be met through a combination of primary and excess liability coverage.

c. Auto. A business auto policy providing a liability limit of at least $1,000,000 per accident for Contractor and $1,000,000 per accident for Sub-contractors and covering owned, non-owned and hired automobiles.

d. Workers' Compensation and Employer's Liability. A workers' compensation and employer's liability policy providing at least the minimum benefits required by Arizona law.

e. Notice of Changes. Contractor's Policies must provide for not less than 30 days' advance written notice to City Representative of:

(1) Cancellation or termination of Contractor or Sub-contractor's Policies;

(2) Reduction of the coverage limits of any of Contractor or and Sub-contractor's Policies; and

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

f. Certificates of Insurance.

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

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

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

g. Other Contractors or Vendors.

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

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

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

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

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

8.2 Sub-contractors.

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

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

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

8.3 Indemnification.

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

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

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

9. Immigration Law Compliance.

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

9.2 Any breach of warranty under subsection 9.1 above is considered a material breach of this Agreement and is subject to penalties up to and including termination of this Agreement.

9.3 City retains the legal right to inspect the papers of any Contractor or subcontractor employee who performs work under this Agreement to ensure that the Contractor or any subcontractor is compliant with the warranty under subsection 9.1 above.

9.4 City may conduct random inspections, and upon request of City, Contractor shall provide copies of papers and records of Contractor demonstrating continued compliance with the warranty under subsection 9.1 above. Contractor agrees to keep papers and records available for inspection by the City during normal business hours and will cooperate with City in exercise of its statutory duties and not deny access to its business premises or applicable papers or records for the purposes of enforcement of this section.

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

9.6 Contractor's warranty and obligations under this section to the City is continuing throughout the term of this Agreement or until such time as the City determines, in its sole discretion, that Arizona law has been modified in that compliance with this section is no longer a requirement.

9.7 The "E-Verify Program" above means the employment verification program administered by the United States Department of Homeland Security, the Social Security Administration, or any successor program.

10. Notices.

10.1 A notice, request or other communication that is required or permitted under this Agreement (each a "Notice") will be effective only if:

a. The Notice is in writing; and

b. Delivered in person or by overnight courier service (delivery charges prepaid), certified or registered mail (return receipt requested); and

c. Notice will be deemed to have been delivered to the person to whom it is addressed as of the date of receipt, if:

(1) Received on a business day, or before 5:00 p.m., at the address for Notices identified for the Party in this Agreement by U.S. Mail, hand delivery, or overnight courier service on or before 5:00 p.m.; or

(2) As of the next business day after receipt, if received after 5:00 p.m.

d. The burden of proof of the place and time of delivery is upon the Party giving the Notice; and

e. Digitalized signatures and copies of signatures will have the same effect as original signatures.

10.2 Representatives.

a. Contractor. Contractor's representative (the "Contractor's Representative") authorized to act on Contractor's behalf with respect to the Project, and his or her address for Notice delivery is:

OverDrive, Inc.
c/o Erica Lazzaro
One OverDrive Way
Cleveland, OH 44125

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

City of Glendale
c/o Michael Beck, Chief Librarian
5959 W. Brown St.
Glendale, Arizona 85301
623-930-3546

With required copy to:

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

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

c. Concurrent Notices.

(1) All notices to City's representative must be given concurrently to City Manager and City Attorney.

(2) A notice will not be deemed to have been received by City's representative until the time that it has also been received by City Manager and City Attorney.

(3) City may appoint one or more designees for the purpose of receiving notice by delivery of a written notice to Contractor identifying the designee(s) and their respective addresses for notices.

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

11. Financing Assignment. City may assign this Agreement to any City-affiliated entity, including a non-profit corporation or other entity whose primary purpose is to own or manage the Project.

12. Entire Agreement; Survival; Counterparts; Signatures.

12.1 Integration. This Agreement contains, except as stated below, the entire agreement between City and Contractor and supersedes all prior conversations and negotiations between the parties regarding the Project or this Agreement.

a. Neither Party has made any representations, warranties or agreements as to any matters concerning the Agreement's subject matter.

b. Representations, statements, conditions, or warranties not contained in this Agreement will not be binding on the parties.

c. The solicitation, any addendums and the response submitted by the Contractor are incorporated into this Agreement as if attached hereto. Any Contractor response modifies the original solicitation as stated. Inconsistencies between the solicitation, any addendums

and the response or any excerpts attached as Exhibit A and this Agreement will be resolved by the terms and conditions stated in this Agreement.

12.2 Interpretation.

a. The parties fairly negotiated the Agreement's provisions to the extent they believed necessary and with the legal representation they deemed appropriate.

b. The parties are of equal bargaining position and this Agreement must be construed equally between the parties without consideration of which of the parties may have drafted this Agreement.

c. The Agreement will be interpreted in accordance with the laws of the State of Arizona.

12.3 Survival. Except as specifically provided otherwise in this Agreement, each warranty, representation, indemnification and hold harmless provision, insurance requirement, and every other right, remedy and responsibility of a Party, will survive completion of the Project, or the earlier termination of this Agreement.

12.4 Amendment. No amendment to this Agreement will be binding unless in writing and executed by the parties. Any amendment may be subject to City Council approval. Electronic signature blocks do not constitute execution.

12.5 Remedies. All rights and remedies provided in this Agreement are cumulative and the exercise of any one or more right or remedy will not affect any other rights or remedies under this Agreement or applicable law.

12.6 Severability. If any provision of this Agreement is voided or found unenforceable, that determination will not affect the validity of the other provisions, and the voided or unenforceable provision will be deemed reformed to conform to applicable law.

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

13. Term. The term of this Agreement commences upon the effective date and continues for a one year initial period. The City may, at its option and with the approval of the Contractor, extend the term of this Agreement an additional four years, renewable on an annual basis. Contractor will be notified in writing by the City of its intent to extend the Agreement period at least 30 calendar days prior to the expiration of the original or any renewal Agreement period. Price adjustments will only be reviewed during the Agreement renewal period and will be a determining factor for renewal. Any renewal must be in writing and signed by the authorized representatives of both parties. There are no automatic renewals of this Agreement.

14. Dispute Resolution. Each claim, controversy and dispute (each a "Dispute") between Contractor and City will be resolved in accordance with Exhibit C. The final determination will be made by the City.

15. Exhibits. The following exhibits, with reference to the term in which they are first referenced, are incorporated by this reference.

Exhibit A Project

Exhibit B Compensation

Exhibit C Dispute Resolution

(Signatures appear on the following page.)

The parties enter into this Agreement as of the effective date shown above.

City of Glendale,
an Arizona municipal corporation

_____

By: Richard A. Bowers
Its: Acting City Manager

ATTEST:

_____

City Clerk (SEAL)

APPROVED AS TO FORM:

_____

City Attorney

OverDrive, Inc.,
an Ohio corporation

_____

By: Erica Lazzaro
Its: General Counsel

EXHIBIT A

ELECTRONIC SERVICES

PROJECT

[See attached]

EXHIBIT B

ELECTRONIC SERVICES

COMPENSATION

METHOD AND AMOUNT OF COMPENSATION

The City will pay per invoice upon receipt of services and materials from contractor.

NOT-TO-EXCEED AMOUNT

The total amount of compensation paid to Contractor for full completion of all work required by the Project during the entire term of the Project must not exceed $275,000.

DETAILED PROJECT COMPENSATION

OverDrive pricing is consortium pricing through the Greater Phoenix Digital Library consortium. Libraries pay an annual hosting fee to remain in the consortium and to access the service. The City of Glendale will pay the assessed hosting fee annually. The cost of purchased content by the City of Glendale vary per publisher and studio.

EXHIBIT C

ELECTRONIC SERVICES

DISPUTE RESOLUTION

1. Disputes.

1.1 Commitment. The parties commit to resolving all disputes promptly, equitably, and in a good-faith, cost-effective manner.

1.2 Application. The provisions of this Exhibit will be used by the parties to resolve all controversies, claims, or disputes ("Dispute") arising out of or related to this Agreement-including Disputes regarding any alleged breaches of this Agreement.

1.3 Initiation. A party may initiate a Dispute by delivery of written notice of the Dispute, including the specifics of the Dispute, to the Representative of the other party as required in this Agreement.

1.4 Informal Resolution. When a Dispute notice is given, the parties will designate a member of their senior management who will be authorized to expeditiously resolve the Dispute.

a. The parties will provide each other with reasonable access during normal business hours to any and all non-privileged records, information and data pertaining to any Dispute in order to assist in resolving the Dispute as expeditiously and cost effectively as possible;

b. The parties' senior managers will meet within 10 business days to discuss and attempt to resolve the Dispute promptly, equitably, and in a good faith manner, and

c. The Senior Managers will agree to subsequent meetings if both parties agree that further meetings are necessary to reach a resolution of the Dispute.

2. Arbitration.

2.1 Rules. If the parties are unable to resolve the Dispute by negotiation within 30 days from the Dispute notice, and unless otherwise informal discussions are extended by the mutual agreement, the parties may agree, in writing, that the Dispute will be decided by binding arbitration in accordance with Commercial Rules of the AAA, as amended herein. Although the arbitration will be conducted in accordance with AAA Rules, it will not be administered by the AAA, but will be heard independently.

a. The parties will exercise best efforts to select an arbitrator within 5 business days after agreement for arbitration. If the parties have not agreed upon an arbitrator within this period, the parties will submit the selection of the arbitrator to one of the principals of the mediation firm of Scott & Skelly, LLC, who will then select the arbitrator. The parties will equally share the fees and costs incurred in the selection of the arbitrator.

b. The arbitrator selected must be an attorney with at least 10 years experience, be independent, impartial, and not have engaged in any business for or adverse to either Party for at least 10 years.

2.2 Discovery. The extent and the time set for discovery will be as determined by the arbitrator. Each Party must, however, within ten (10) days of selection of an arbitrator deliver to the other Party copies of all documents in the delivering party's possession that are relevant to the dispute.

2.3 Hearing. The arbitration hearing will be held within 90 days of the appointment of the arbitrator. The arbitration hearing, all proceedings, and all discovery will be conducted in Glendale, Arizona unless otherwise agreed by the parties or required as a result of witness location. Telephonic hearings and other reasonable arrangements may be used to minimize costs.

2.4 Award. At the arbitration hearing, each Party will submit its position to the arbitrator, evidence to support that position, and the exact award sought in this matter with specificity. The arbitrator must select the award sought by one of the parties as the final judgment and may not independently alter or modify the awards sought by the parties, fashion any remedy, or make any equitable order. The arbitrator has no authority to consider or award punitive damages.

2.5 Final Decision. The Arbitrator's decision should be rendered within 15 days after the arbitration hearing is concluded. This decision will be final and binding on the Parties.

2.6 Costs. The prevailing party may enter the arbitration in any court having jurisdiction in order to convert it to a judgment. The non-prevailing party shall pay all of the prevailing party's arbitration costs and expenses, including reasonable attorney's fees and costs.

3. Services to Continue Pending Dispute. Unless otherwise agreed to in writing, Contractor must continue to perform and maintain progress of required services during any Dispute resolution or arbitration proceedings, and City will continue to make payment to Contractor in accordance with this Agreement.

4. Exceptions.

4.1 Third Party Claims. City and Contractor are not required to arbitrate any third-party claim, cross-claim, counter claim, or other claim or defense of a third-party who is not obligated by contract to arbitrate disputes with City and Contractor.

4.2 Liens. City or Contractor may commence and prosecute a civil action to contest a lien or stop notice, or enforce any lien or stop notice, but only to the extent the lien or stop notice the Party seeks to enforce is enforceable under Arizona Law, including, without limitation, an action under A.R.S. § 33-420, without the necessity of initiating or exhausting the procedures of this Exhibit.

4.3 Governmental Actions. This Exhibit does not apply to, and must not be construed to require arbitration of, any claims, actions or other process filed or issued by City of Glendale Building Safety Department or any other agency of City acting in its governmental permitting or other regulatory capacity.

File #: 15-467, **Version:** 1

AWARD OF BID AND AUTHORIZATION TO ENTER INTO AN AGREEMENT FOR SERVICES WITH RECORDED BOOKS, INC., FOR MEDIA AND ELECTRONIC RESOURCES

Staff Contact: Erik Strunk, Director, Community Services

Purpose and Recommended Action

This is a request for City Council to award a bid and authorize the Acting City Manager to enter into a one-year service agreement with four additional one-year extensions at the discretion of the Acting City Manager, for media and electronic services to Recorded Books, Inc. The contract amount is not to exceed $48,000 per year, with a total five-year amount not to exceed $240,000.

Background

This is the fifth and final item on this agenda that if approved, will continue the Glendale Public Library's efforts to provide digital resources and physical media to library patrons. This is a request to approve a service agreement with Recorded Books, Inc., which provides a wide selection of eAudio and ePeriodicals. One of its more popular databases, "Zinio", allows users to download and view many popular magazines online. "OneClick", another popular database, includes thousands of audiobooks in electronic format. These selections are proprietary and they self-publish much of their own content, which cannot be purchased or streamed through other vendors.

While traditional books and magazines will continue to be heavily used, the use of digital online books will continue to grow and the use of digital media by library patrons has increased significantly in the past four years. In FY 14-15, approximately 110,000 digital book downloads were processed by Glendale Public Library patrons.

Analysis

This electronic service was previously purchased administratively and did not exceed the $50,000 threshold. Earlier this Fiscal Year, library staff determined that because of a possible increase in product pricing and interest in awarding a multi-year contract, it would be prudent to issue a Request for Proposal (RFP). As such, the RFP was issued in January 2015 and Recorded Books, Inc. was selected. The Recorded Book, Inc. product integrates effectively with our Polaris Library system.

Community Benefit/Public Involvement

If approved, Glendale Public Library patrons will have media and electronic services available to them in any genre. Recorded Books, Inc. is able to provide the latest audiobooks, video games and DVD's with minimal wait times. Staff will be able to order electronically through our library system, which will speed up the

ordering process and decrease patron wait time for favorite authors, artists, or genres. On June 10, this item was reviewed and approved in concept by the Library Advisory Board.

Budget and Financial Impacts

FY 15-16 funds in the amount of $48,000 are budgeted in the Library "Electronics" and "Books" line item budget.

Cost	Fund-Department-Account
$15,000	**1000-15220-527650, Electronics**
$33,000	**1000-15220-527400, Books**

Capital Expense? No

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?

powered by Legistar™

AGREEMENT FOR
ELECTRONIC & MEDIA SERVICES
City of Glendale Solicitation No. RFP 15-23

This Agreement for Electronic & Media Services ("Agreement") is effective and entered into between CITY OF GLENDALE, an Arizona municipal corporation ("City"), and Recorded Books Inc., a Maryland corporation, (the "Contractor"), as of the _____ day of _____, 20 .

RECITALS

A. City intends to undertake a project for the benefit of the public and with public funds that is more fully set forth in **Exhibit A**, pursuant to Solicitation No. RFP 15-23 (the "Project");

B. City desires to retain the services of Contractor to perform those specific duties and produce the specific work as set forth in the Project attached hereto;

C. City and Contractor desire to memorialize their agreement with this document.

AGREEMENT

In consideration of the Recitals, which are confirmed as true and correct and incorporated by this reference, the mutual promises and covenants contained in this Agreement, and other good and valuable consideration, City and Contractor agree as follows:

1. Key Personnel; Sub-contractors.

1.1 Services. Contractor will provide all services necessary to assure the Project is completed timely and efficiently consistent with Project requirements, including, but not limited to, working in close interaction and interfacing with City and its designated employees, and working closely with others, including other contractors or consultants, retained by City.

1.2 Project Team.

a. Project Manager.

(1) Contractor will designate an employee as Project Manager with sufficient training, knowledge, and experience to, in the City's option, complete the Project and handle all aspects of the Project such that the work produced by Contractor is consistent with applicable standards as detailed in this Agreement;

(2) The City must approve the designated Project Manager; and

(3) To assure the Project schedule is met, Project Manager may be required to devote no less than a specific amount of time as set out in Exhibit A.

b. Project Team.

(1) The Project Manager and all other employees assigned to the project by Contractor will comprise the "Project Team."

(2) Project Manager will have responsibility for and will supervise all other employees assigned to the Project by Contractor.

c. Discharge, Reassign, Replacement.

(1) Contractor acknowledges the Project Team is comprised of the same persons and roles for each as may have been identified in the response to the Project's solicitation.

(2) Contractor will not discharge, reassign or replace or diminish the responsibilities of any of the employees assigned to the Project who have been approved by City without City's prior written consent unless that person leaves the employment of Contractor, in which event the substitute must first be approved in writing by City.

(3) Contractor will change any of the members of the Project Team at the City's request if an employee's performance does not equal or exceed the level of competence that the City may reasonably expect of a person performing those duties or if the acts or omissions of that person are detrimental to the development of the Project.

d. Sub-contractors.

(1) Contractor may engage specific technical contractor (each a "Sub-contractor") to furnish certain service functions.

(2) Contractor will remain fully responsible for Sub-contractor's services.

(3) Sub-contractors must be approved by the City, unless the Sub-contractor was previously mentioned in the response to the solicitation.

(4) Contractor shall certify by letter that contracts with Sub-contractors have been executed incorporating requirements and standards as set forth in this Agreement.

2. **Schedule.** The services will be undertaken in a manner that ensures the Project is completed timely and efficiently in accordance with the Project.

3. **Contractor's Work.**

3.1 Standard. Contractor must perform services in accordance with the standards of due diligence, care, and quality prevailing among contractors having substantial experience with the successful furnishing of services for projects that are equivalent in size, scope, quality, and other criteria under the Project and identified in this Agreement.

3.2 Licensing. Contractor warrants that:

a. Contractor and Sub-contractors will hold all appropriate and required licenses, registrations and other approvals necessary for the lawful furnishing of services ("Approvals"); and

b. Neither Contractor nor any Sub-contractor has been debarred or otherwise legally excluded from contracting with any federal, state, or local governmental entity ("Debarment").

(1) City is under no obligation to ascertain or confirm the existence or issuance of any Approvals or Debarments or to examine Contractor's contracting ability.

(2) Contractor must notify City immediately if any Approvals or Debarment changes during the Agreement's duration and the failure of the Contractor to notify City as required will constitute a material default under the Agreement.

3.3 Compliance. Services will be furnished in compliance with applicable federal, state, county and local statutes, rules, regulations, ordinances, building codes, life safety codes, and other standards and criteria designated by City.

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

3.4 Coordination; Interaction.

a. For projects that the City believes requires the coordination of various professional services, Contractor will work in close consultation with City to proactively interact with any other professionals retained by City on the Project ("Coordinating Project Professionals").

b. Subject to any limitations expressly stated in the Project Budget, Contractor will meet to review the Project, Schedule, Project Budget, and in-progress work with Coordinating Project Professionals and City as often and for durations as City reasonably considers necessary in order to ensure the timely work delivery and Project completion.

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

3.5 Work Product.

a. Ownership. Upon receipt of payment for services furnished, Contractor grants to City, and will cause its Sub-contractors to grant to the City, the exclusive ownership of and all copyrights, if any, to evaluations, reports, drawings, specifications, project manuals, surveys, estimates, reviews, minutes, all "architectural work" as defined in the United States Copyright Act, 17 U.S.C § 101, *et seq.*, and other intellectual work product as may be applicable ("Work Product").

(1) This grant is effective whether the Work Product is on paper (e.g., a "hard copy"), in electronic format, or in some other form.

(2) Contractor warrants, and agrees to indemnify, hold harmless and defend City for, from and against any claim that any Work Product infringes on third-party proprietary interests.

b. Delivery. Contractor will deliver to City copies of the preliminary and completed Work Product promptly as they are prepared.

c. City Use.

(1) City may reuse the Work Product at its sole discretion.

(2) In the event the Work Product is used for another project without further consultations with Contractor, the City agrees to indemnify and hold Contractor harmless from any claim arising out of the Work Product.

(3) In such case, City shall also remove any seal and title block from the Work Product.

4. Compensation for the Project.

4.1 Compensation. Contractor's compensation for the Project, including those furnished by its Sub-contractors will not exceed $240,000, as specifically detailed in **Exhibit B** (the "Compensation").

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

a. Adjustments to the Compensation require a written amendment to this Agreement and may require City Council approval.

b. Additional services which are outside the scope of the Project contained in this Agreement may not be performed by the Contractor without prior written authorization from the City.

c. Notwithstanding the incorporation of the Exhibits to this Agreement by reference, should any conflict arise between the provisions of this Agreement and the provisions found in

the Exhibits and accompanying attachments, the provisions of this Agreement shall take priority and govern the conduct of the parties.

5. Billings and Payment.

5.1 Applications.

a. Contractor will submit monthly invoices (each, a "Payment Application") to City's Project Manager and City will remit payments based upon the Payment Application as stated below.

b. The period covered by each Payment Application will be one calendar month ending on the last day of the month or as specified in the solicitation.

5.2 Payment.

a. After a full and complete Payment Application is received, City will process and remit payment within 30 days.

b. Payment may be subject to or conditioned upon City's receipt of:

(1) Completed work generated by Contractor and its Sub-contractors; and

(2) Unconditional waivers and releases on final payment from Sub-contractors as City may reasonably request to assure the Project will be free of claims arising from required performances under this Agreement.

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

a. If the Payment Application is rejected, the Project Manager will issue a written listing of the items not approved for payment.

b. City may withhold an amount sufficient to pay expenses that City reasonably expects to incur in correcting the deficiency or deficiencies rejected for payment.

6. Termination.

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

a. Contractor will be equitably compensated for Goods or Services furnished prior to receipt of the termination notice and for reasonable costs incurred.

b. Contractor will also be similarly compensated for any approved effort expended and approved costs incurred that are directly associated with project closeout and delivery of the required items to the City.

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

a. Contractor will not be entitled to further payment until after City has determined its damages. If City's damages resulting from the breach, as determined by City, are less than the equitable amount due but not paid Contractor for Service and Repair furnished, City will pay the amount due to Contractor, less City's damages, in accordance with the provision of § 5.

b. If City's direct damages exceed amounts otherwise due to Contractor, Contractor must pay the difference to City immediately upon demand; however, Contractor will not be subject to consequential damages of more than $1,000,000 or the amount of this Agreement, whichever is greater.

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

8. **Insurance.**

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

a. Contractor and Sub-contractors. Contractor, and each Sub-contractor performing work or providing materials related to this Agreement must procure and maintain the insurance coverages described below (collectively referred to herein as the "Contractor's Policies"), until each Party's obligations under this Agreement are completed.

b. General Liability.

(1) Contractor must at all times relevant hereto carry a commercial general liability policy with a combined single limit of at least $1,000,000 per occurrence and $2,000,000 annual aggregate for each property damage and contractual property damage.

(2) Sub-contactors must at all times relevant hereto carry a general commercial liability policy with a combined single limit of at least $1,000,000 per occurrence.

(3) This commercial general liability insurance must include independent contractors' liability, contractual liability, broad form property coverage, XCU hazards if requested by the City, and a separation of insurance provision.

(4) These limits may be met through a combination of primary and excess liability coverage.

c. Auto. A business auto policy providing a liability limit of at least $1,000,000 per accident for Contractor and $1,000,000 per accident for Sub-contractors and covering owned, non-owned and hired automobiles.

d. Workers' Compensation and Employer's Liability. A workers' compensation and employer's liability policy providing at least the minimum benefits required by Arizona law.

e. Notice of Changes. Contractor's Policies must provide for not less than 30 days' advance written notice to City Representative of:

(1) Cancellation or termination of Contractor or Sub-contractor's Policies;

(2) Reduction of the coverage limits of any of Contractor or and Sub-contractor's Policies; and

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

f. Certificates of Insurance.

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

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

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

g. Other Contractors or Vendors.

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

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

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

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

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

8.2 Sub-contractors.

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

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

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

8.3 Indemnification.

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

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

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

9. Immigration Law Compliance.

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

9.2 Any breach of warranty under subsection 9.1 above is considered a material breach of this Agreement and is subject to penalties up to and including termination of this Agreement.

9.3 City retains the legal right to inspect the papers of any Contractor or subcontractor employee who performs work under this Agreement to ensure that the Contractor or any subcontractor is compliant with the warranty under subsection 9.1 above.

9.4 City may conduct random inspections, and upon request of City, Contractor shall provide copies of papers and records of Contractor demonstrating continued compliance with the warranty under subsection 9.1 above. Contractor agrees to keep papers and records available for inspection by the City during normal business hours and will cooperate with City in exercise of its statutory duties and not deny access to its business premises or applicable papers or records for the purposes of enforcement of this section.

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

9.6 Contractor's warranty and obligations under this section to the City is continuing throughout the term of this Agreement or until such time as the City determines, in its sole discretion, that Arizona law has been modified in that compliance with this section is no longer a requirement.

9.7 The "E-Verify Program" above means the employment verification program administered by the United States Department of Homeland Security, the Social Security Administration, or any successor program.

10. Notices.

10.1 A notice, request or other communication that is required or permitted under this Agreement (each a "Notice") will be effective only if:

a. The Notice is in writing; and

b. Delivered in person or by overnight courier service (delivery charges prepaid), certified or registered mail (return receipt requested); and

c. Notice will be deemed to have been delivered to the person to whom it is addressed as of the date of receipt, if:

(1) Received on a business day, or before 5:00 p.m., at the address for Notices identified for the Party in this Agreement by U.S. Mail, hand delivery, or overnight courier service on or before 5:00 p.m.; or

(2) As of the next business day after receipt, if received after 5:00 p.m.

d. The burden of proof of the place and time of delivery is upon the Party giving the Notice; and

e. Digitalized signatures and copies of signatures will have the same effect as original signatures.

10.2 Representatives.

a. Contractor. Contractor's representative (the "Contractor's Representative") authorized to act on Contractor's behalf with respect to the Project, and his or her address for Notice delivery is:

Recorded Books Inc.
c/o Jim Schmidt
270 Skipjack Rd.
Prince Frederick, MD 20678

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

City of Glendale
c/o Michael Beck, Chief Librarian
5959 W. Brown St.
Glendale, Arizona 85301
623-930-3546

With required copy to:

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

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

c. Concurrent Notices.

(1) All notices to City's representative must be given concurrently to City Manager and City Attorney.

(2) A notice will not be deemed to have been received by City's representative until the time that it has also been received by City Manager and City Attorney.

(3) City may appoint one or more designees for the purpose of receiving notice by delivery of a written notice to Contractor identifying the designee(s) and their respective addresses for notices.

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

11. Financing Assignment. City may assign this Agreement to any City-affiliated entity, including a non-profit corporation or other entity whose primary purpose is to own or manage the Project.

12. Entire Agreement; Survival; Counterparts; Signatures.

12.1 Integration. This Agreement contains, except as stated below, the entire agreement between City and Contractor and supersedes all prior conversations and negotiations between the parties regarding the Project or this Agreement.

a. Neither Party has made any representations, warranties or agreements as to any matters concerning the Agreement's subject matter.

b. Representations, statements, conditions, or warranties not contained in this Agreement will not be binding on the parties.

c. The solicitation, any addendums and the response submitted by the Contractor are incorporated into this Agreement as if attached hereto. Any Contractor response modifies the original solicitation as stated. Inconsistencies between the solicitation, any addendums

and the response or any excerpts attached as Exhibit A and this Agreement will be resolved by the terms and conditions stated in this Agreement.

12.2 Interpretation.

a. The parties fairly negotiated the Agreement's provisions to the extent they believed necessary and with the legal representation they deemed appropriate.

b. The parties are of equal bargaining position and this Agreement must be construed equally between the parties without consideration of which of the parties may have drafted this Agreement.

c. The Agreement will be interpreted in accordance with the laws of the State of Arizona.

12.3 Survival. Except as specifically provided otherwise in this Agreement, each warranty, representation, indemnification and hold harmless provision, insurance requirement, and every other right, remedy and responsibility of a Party, will survive completion of the Project, or the earlier termination of this Agreement.

12.4 Amendment. No amendment to this Agreement will be binding unless in writing and executed by the parties. Any amendment may be subject to City Council approval. Electronic signature blocks do not constitute execution.

12.5 Remedies. All rights and remedies provided in this Agreement are cumulative and the exercise of any one or more right or remedy will not affect any other rights or remedies under this Agreement or applicable law.

12.6 Severability. If any provision of this Agreement is voided or found unenforceable, that determination will not affect the validity of the other provisions, and the voided or unenforceable provision will be deemed reformed to conform to applicable law.

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

13. Term. The term of this Agreement commences upon the effective date and continues for a one year initial period. The City may, at its option and with the approval of the Contractor, extend the term of this Agreement an additional four years, renewable on an annual basis. Contractor will be notified in writing by the City of its intent to extend the Agreement period at least 30 calendar days prior to the expiration of the original or any renewal Agreement period. Price adjustments will only be reviewed during the Agreement renewal period and will be a determining factor for renewal. Any renewal must be in writing and signed by the authorized representatives of both parties. There are no automatic renewals of this Agreement.

14. Dispute Resolution. Each claim, controversy and dispute (each a "Dispute") between Contractor and City will be resolved in accordance with Exhibit C. The final determination will be made by the City.

15. Exhibits. The following exhibits, with reference to the term in which they are first referenced, are incorporated by this reference.

Exhibit A Project

Exhibit B Compensation

Exhibit C Dispute Resolution

(Signatures appear on the following page.)

The parties enter into this Agreement as of the effective date shown above.

City of Glendale,
an Arizona municipal corporation

_____

By: Richard A. Bowers
Its: Acting City Manager

ATTEST:

_____

City Clerk (SEAL)

APPROVED AS TO FORM:

_____

City Attorney

Recorded Books, Inc.,
a Maryland corporation

_____

By: Jim Schmidt
Its: Senior VP of Sales & Marketing

EXHIBIT A

ELECTRONIC & MEDIA SERVICES

PROJECT

[See attached]

Project

1. **Contractor shall provide non-print materials and/or databases.**
   1.1. Contractor will provide non-print materials and/or databases
      1.1.1. The Contractor shall deliver any or all formats of non-print materials or databases for use in a public library setting. This includes, but is not limited to, video discs (DVD's), audio books on Compact Discs (CD), E-Books, E-Audios, E-Videos, E-Periodicals, educational kits, music Compact Discs, databases, and video games.
   1.2. Inventory and fill rate
      1.2.1. Contractor will maintain a fill rate of at least 85% of their displayed inventory for all items ordered for each year of the contract.
      1.2.2. In-stock inventory to supply and deliver at least 85% of all titles ordered within eight weeks of the order date.
2. **Contractor shall provide various outsourcing services.**
   2.1. Contractor shall provide collection development services
      2.1.1. Contractor shall also provide selection lists and other collection development products and/or services, if applicable.
   2.2. Contractor shall provide cataloging services, if outsourcing services are utilized
      2.2.1. Contractor shall use cataloging standards in accordance with the Library of Congress Subject Headings, Dewey Decimal Classification 22nd ed., RDA Specifications and MARC format.
      2.2.2. Contractor can interface with the library's Polaris Library System to verify bibliographic record information.
      2.2.3. Contractor agreed to all cataloging specifications as outlined in the RFP including standard practices such as the set up of fiction call numbers, series statement fields, and genre headings.
      2.2.4. The Contractor agreed to use Library of Congress subject headings rather than Sears subject headings and to use genre headings where specified.
      2.2.5. The Contractor agreed to catalog following library local practices such as the use of series main entry, if library provides exceptions to the general cataloging rule and cataloging special non-fiction collections with unique call numbers.

2.3. Contractor shall provide processing services, if outsourcing services are utilized.

2.3.1. Spoken Word CD's to be delivered in circulation-ready packaging using heat resistant pockets for CD's.

2.3.2. All labels will be affixed to media, digitally.

2.3.3. Contractor shall affix and link RFID tags to materials using library specifications, may be added cost.

3. Contractor shall comply with acquisitions specifications.

3.1. Contractor shall have the ability to interface with the library's Polaris Library System in order to utilize EDIFACT standard so orders and invoices can be received electronically.

3.2. Contractor will provide a printed copy of an invoice, either by email or US mail, when a duplicate is transmitted electronically.

3.3. Contractor will provide a list of electronic materials that have been received in the Library's ILS, either by import or download, and the date of receipt on invoice.

3.4. Contractor will accept returns for credit if items are defective at no cost to the library.

3.5. If items are defective, the contractor will accept returns for credit for up to one year of purchase even if the item has been circulated.

3.6. Individual discs in a multi-part DVD or audiobook set that become damaged and/or defective in the first 12 months after receipt date shall be replaced free of charge to the Library.

3.7. Contractor will include shipping on all orders at no cost to the library.

3.8. Contractor will ship all items to the inside of the library free of any pallets.

3.9. Contractor shall provide a turnaround timeframe, from date of receipt of order by contractor to date of receipt of processed shipment by the library of no more than 15 working days for ninety percent of all in-stock items ordered. Priority, rush pre-processed materials shall be mailed or shipped by the contractor so that materials arrive at the library within five working days of receipt of order. (Exception: Pre-publication orders)

3.10. Pre-processed materials to arrive at the Library a minimum of 2 days prior to street release date.

3.11. The contractor shall supply 80% of all items back ordered and available from the publisher, within one hundred twenty (120) days of receipt of library order.

3.12. The contractor shall provide MARC catalog records with appended holdings data that can be loaded, indexed, and retrieved by the library's Polaris Library System.

4. **Contractor shall provide access to vendor website and inventory system.**

   4.1. Contractor shall provide access for at least five Library staff members shall have access to Contractor's web-based database functions that enable online modifications of orders, including various continuations, standing orders, and approval plans.

   4.2. Access to website, free of charge, for at least 10 concurrent Library staff accounts in addition to 2 administrator accounts.

   4.3. Technical support available M–F 8:00 a.m. to 5:00 p.m. MST free of charge by phone and/or email.

   4.4. Problem resolution with a guaranteed response time of 24 hours for all phone calls or correspondence.

   4.5. Contractor shall provide timely notification of any upgrades or new releases to their website and provide assistance in their implementation.

5. **Contractor shall provide access to electronic databases, if applicable.**

   5.1 Contractor will allow 24/7 remote access to the product.

   5.2 Contractor will allow an unlimited number of simultaneous users whenever possible.

   5.3 Contractor complies with ADA standards for accessibility.

   5.4 Contractor will provide prompt notification of changes, updates and/or upgrades either to the interface, content, or ordering web site. Contractor will provide any training and/or technical support necessary after updates free of charge.

   5.5 Product(s) will have an administrator module.

   5.6 Copyright security is solely the responsibility of the Contractor.

EXHIBIT B

ELECTRONIC & MEDIA SERVICES

COMPENSATION

METHOD AND AMOUNT OF COMPENSATION

The City will pay per invoice upon receipt of services and materials from contractor.

NOT-TO-EXCEED AMOUNT

The total amount of compensation paid to Contractor for full completion of all work required by the Project during the entire term of the Project must not exceed $240,000.

DETAILED PROJECT COMPENSATION

Media--costs vary per studio or publisher. The City of Glendale will purchase DVD's and video games at MSRP. The City of Glendale will purchase spoken word CD's at the following discounted rates off MSRP:

Recorded Books-produced CD's title orders	10%
Recorded Books-produced CD's on COP	20%
Recorded Books -produced CD's bundled w/digital	42%
Distributed CD's	MSRP
Distributed CD's on COP's	10%
Distributed CD's Bundled w/digital	20%
Automatic COP's receive an additional	10%

City of Glendale will pay for media processing outsourcing services at a cost of (per item):

Shelf ready digital processing:	$3.85
Shelf ready manual processing:	$3.25

City of Glendale will pay for media cataloging outsourcing services at a cost of (per title):

Editing of existing MARC records:	$1.25
Unedited full MARC records:	$1. 25

City of Glendale will pay $6.95 on single disc replacement items of titles published by Recorded Books, all others will be purchased at a cost of $7.95 per disc.

Electronics--Database pricing is based on total annual circulations of all materials in the library. Recorded Books discounts are tiered depending on how many databases/digital resources are purchased. Content costs vary per publisher.

EXHIBIT C

ELECTRONIC & MEDIA SERVICES

DISPUTE RESOLUTION

1. Disputes.

1.1 Commitment. The parties commit to resolving all disputes promptly, equitably, and in a good-faith, cost-effective manner.

1.2 Application. The provisions of this Exhibit will be used by the parties to resolve all controversies, claims, or disputes ("Dispute") arising out of or related to this Agreement-including Disputes regarding any alleged breaches of this Agreement.

1.3 Initiation. A party may initiate a Dispute by delivery of written notice of the Dispute, including the specifics of the Dispute, to the Representative of the other party as required in this Agreement.

1.4 Informal Resolution. When a Dispute notice is given, the parties will designate a member of their senior management who will be authorized to expeditiously resolve the Dispute.

a. The parties will provide each other with reasonable access during normal business hours to any and all non-privileged records, information and data pertaining to any Dispute in order to assist in resolving the Dispute as expeditiously and cost effectively as possible;

b. The parties' senior managers will meet within 10 business days to discuss and attempt to resolve the Dispute promptly, equitably, and in a good faith manner, and

c. The Senior Managers will agree to subsequent meetings if both parties agree that further meetings are necessary to reach a resolution of the Dispute.

2. Arbitration.

2.1 Rules. If the parties are unable to resolve the Dispute by negotiation within 30 days from the Dispute notice, and unless otherwise informal discussions are extended by the mutual agreement, the parties may agree, in writing, that the Dispute will be decided by binding arbitration in accordance with Commercial Rules of the AAA, as amended herein. Although the arbitration will be conducted in accordance with AAA Rules, it will not be administered by the AAA, but will be heard independently.

a. The parties will exercise best efforts to select an arbitrator within 5 business days after agreement for arbitration. If the parties have not agreed upon an arbitrator within this period, the parties will submit the selection of the arbitrator to one of the principals of the mediation firm of Scott & Skelly, LLC, who will then select the arbitrator. The parties will equally share the fees and costs incurred in the selection of the arbitrator.

b. The arbitrator selected must be an attorney with at least 10 years experience, be independent, impartial, and not have engaged in any business for or adverse to either Party for at least 10 years.

2.2 Discovery. The extent and the time set for discovery will be as determined by the arbitrator. Each Party must, however, within ten (10) days of selection of an arbitrator deliver to the other Party copies of all documents in the delivering party's possession that are relevant to the dispute.

2.3 Hearing. The arbitration hearing will be held within 90 days of the appointment of the arbitrator. The arbitration hearing, all proceedings, and all discovery will be conducted in Glendale, Arizona unless otherwise agreed by the parties or required as a result of witness location. Telephonic hearings and other reasonable arrangements may be used to minimize costs.

2.4 Award. At the arbitration hearing, each Party will submit its position to the arbitrator, evidence to support that position, and the exact award sought in this matter with specificity. The arbitrator must select the award sought by one of the parties as the final judgment and may not independently alter or modify the awards sought by the parties, fashion any remedy, or make any equitable order. The arbitrator has no authority to consider or award punitive damages.

2.5 Final Decision. The Arbitrator's decision should be rendered within 15 days after the arbitration hearing is concluded. This decision will be final and binding on the Parties.

2.6 Costs. The prevailing party may enter the arbitration in any court having jurisdiction in order to convert it to a judgment. The non-prevailing party shall pay all of the prevailing party's arbitration costs and expenses, including reasonable attorney's fees and costs.

3. **Services to Continue Pending Dispute.** Unless otherwise agreed to in writing, Contractor must continue to perform and maintain progress of required services during any Dispute resolution or arbitration proceedings, and City will continue to make payment to Contractor in accordance with this Agreement.

4. **Exceptions.**

4.1 Third Party Claims. City and Contractor are not required to arbitrate any third-party claim, cross-claim, counter claim, or other claim or defense of a third-party who is not obligated by contract to arbitrate disputes with City and Contractor.

4.2 Liens. City or Contractor may commence and prosecute a civil action to contest a lien or stop notice, or enforce any lien or stop notice, but only to the extent the lien or stop notice the Party seeks to enforce is enforceable under Arizona Law, including, without limitation, an action under A.R.S. § 33-420, without the necessity of initiating or exhausting the procedures of this Exhibit.

4.3 Governmental Actions. This Exhibit does not apply to, and must not be construed to require arbitration of, any claims, actions or other process filed or issued by City of Glendale Building Safety Department or any other agency of City acting in its governmental permitting or other regulatory capacity.

File #: 15-460, **Version:** 1

AWARD OF CONTRACT TO DIAMOND RIDGE DEVELOPMENT CORPORATION FOR TRADE MAINTENANCE SERVICES FOR COMMUNITY HOUSING

Staff Contact: Erik Strunk, Director, Community Services

Purpose and Recommended Action

This is a request for City Council to authorize the Acting City Manager to enter into a service agreement with Diamond Ridge Development Corporation, in an amount not to exceed $75,000 per year, for three years, with two, one-year extensions at the discretion of the Acting City Manager (the total five-year amount will not exceed $375,000). This service agreement will allow the City of Glendale Community Housing Division to perform ongoing rehabilitation of vacated units to make them ready for occupancy.

Background

The City of Glendale Community Housing Division maintains three public housing rental communities in three separate locations. There are 51 apartments at Lamar Homes, located at 6100 West Lamar Road; 70 apartments at Glendale Homes, located at 5215 West Ocotillo Road; and 34 apartments at Cholla Vista Apartments, located at 5320 West Maryland Avenue.

As a part of the ongoing maintenance for the public housing communities, approval of this item will allow Community Housing to prepare the interior of vacant apartments at the three communities to the highest possible standard. This will allow for additional low income Glendale families from the public housing waiting list to receive rental assistance. Residents will continue to have safe, clean and affordable housing. On average Community Housing turns over 33-35 units a year.

Analysis

Through FY 2013-14, all vacant unit rehabilitation services were overseen by the Housing Maintenance Division. Since then, this function has been outsourced to provide more opportunity for staff to focus staff hours on unit repairs/maintenance for all 155 units, to ensure better compliance with HUD rules and regulations. The contracted services for unit turnover will include janitorial work, painting, minor electrical and plumbing, and rehabilitation of damaged interiors. For Fiscal Year 2014-15 to date, the Community Housing maintenance staff has completed 1,780 work orders, with 223 requiring an emergency response within 24 hours of the request.

A Request for Proposals (RFP) was issued and a total of three bid responses were received. All proposals were reviewed by an internal committee and Diamond Ridge Development Corporation was selected and has been deemed the most qualified.

Community Benefit/Public Involvement

The three public housing communities' units are in very good condition due to ongoing maintenance and capital improvement programs funded by the federal Public Housing Capital Fund Program and Operating Subsidy, City General Funds, and Community Development Block Grant (CDBG) awards. Approval of this contract approval will allow the City of Glendale Community Housing Division to continue to maintain these 155 units for the low income residents of Glendale's Public Housing communities. This item was reviewed and approved by the Community Development Advisory Committee on June 18.

Budget and Financial Impacts

Funds in the amount of $75,000 (not to exceed a total of $375,000 for the five-year period) are available for the Public Housing rental communities through the Professional and Contractual fund (2500-17910-518200). There is no impact to the General Fund.

Cost	Fund-Department-Account
$75,000	2500-17910-518200, Professional and Contractual

Capital Expense? No

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?

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AGREEMENT FOR

Trade Maintenance Services

This Agreement for Trade Maintenance Services ("Agreement") is effective and entered into between CITY OF GLENDALE, an Arizona municipal corporation ("City"), and Diamond Ridge Development Corporation, an Arizona Corporation, authorized to do business in Arizona, (the "Contractor"), as of the _____ day of _____, 2015.

RECITALS

A. City intends to undertake a project for the benefit of the public and with public funds that is more fully set forth in **Exhibit A**, pursuant to Solicitation No. RFP 15-33 (the "Project");

B. City desires to retain the services of Contractor to perform those specific duties and produce the specific work as set forth in the Project attached hereto;

C. City and Contractor desire to memorialize their agreement with this document.

AGREEMENT

In consideration of the Recitals, which are confirmed as true and correct and incorporated by this reference, the mutual promises and covenants contained in this Agreement, and other good and valuable consideration, City and Contractor agree as follows:

1. Key Personnel; Sub-contractors.

1.1 Services. Contractor will provide all services necessary to assure the Project is completed timely and efficiently consistent with Project requirements, including, but not limited to, working in close interaction and interfacing with City and its designated employees, and working closely with others, including other contractors or consultants, retained by City.

1.2 Project Team.

a. Project Manager.

(1) Contractor will designate an employee as Project Manager with sufficient training, knowledge, and experience to, in the City's option, complete the Project and handle all aspects of the Project such that the work produced by Contractor is consistent with applicable standards as detailed in this Agreement;

(2) The City must approve the designated Project Manager; and

(3) To assure the Project schedule is met, Project Manager may be required to devote no less than a specific amount of time as set out in Exhibit A.

b. Project Team.

(1) The Project Manager and all other employees assigned to the project by Contractor will comprise the "Project Team."

(2) Project Manager will have responsibility for and will supervise all other employees assigned to the Project by Contractor.

c. Discharge, Reassign, Replacement.

(1) Contractor acknowledges the Project Team is comprised of the same persons and roles for each as may have been identified in the response to the Project's solicitation.

(2) Contractor will not discharge, reassign or replace or diminish the responsibilities of any of the employees assigned to the Project who have been approved by City without City's prior written consent unless that person leaves the employment of Contractor, in which event the substitute must first be approved in writing by City.

(3) Contractor will change any of the members of the Project Team at the City's request if an employee's performance does not equal or exceed the level of competence that the City may reasonably expect of a person performing those duties or if the acts or omissions of that person are detrimental to the development of the Project.

d. Sub-contractors.

(1) Contractor may engage specific technical contractor (each a "Sub-contractor") to furnish certain service functions.

(2) Contractor will remain fully responsible for Sub-contractor's services.

(3) Sub-contractors must be approved by the City, unless the Sub-contractor was previously mentioned in the response to the solicitation.

(4) Contractor shall certify by letter that contracts with Sub-contractors have been executed incorporating requirements and standards as set forth in this Agreement.

2. Schedule. The services will be undertaken in a manner that ensures the Project is completed timely and efficiently in accordance with the Project.

3. Contractor's Work.

3.1 Standard. Contractor must perform services in accordance with the standards of due diligence, care, and quality prevailing among contractors having substantial experience with the successful furnishing of services for projects that are equivalent in size, scope, quality, and other criteria under the Project and identified in this Agreement.

3.2 Licensing. Contractor warrants that:

a. Contractor and Sub-contractors will hold all appropriate and required licenses, registrations and other approvals necessary for the lawful furnishing of services ("Approvals"); and

b. Neither Contractor nor any Sub-contractor has been debarred or otherwise legally excluded from contracting with any federal, state, or local governmental entity ("Debarment").

(1) City is under no obligation to ascertain or confirm the existence or issuance of any Approvals or Debarments or to examine Contractor's contracting ability.

(2) Contractor must notify City immediately if any Approvals or Debarment changes during the Agreement's duration and the failure of the Contractor to notify City as required will constitute a material default under the Agreement.

3.3 Compliance. Services will be furnished in compliance with applicable federal, state, county and local statutes, rules, regulations, ordinances, building codes, life safety codes, and other standards and criteria designated by City.

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

3.4 Coordination; Interaction.

a. For projects that the City believes requires the coordination of various professional services, Contractor will work in close consultation with City to proactively interact with any other professionals retained by City on the Project ("Coordinating Project Professionals").

b. Subject to any limitations expressly stated in the Project Budget, Contractor will meet to review the Project, Schedule, Project Budget, and in-progress work with Coordinating Project Professionals and City as often and for durations as City reasonably considers necessary in order to ensure the timely work delivery and Project completion.

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

3.5 Work Product.

a. Ownership. Upon receipt of payment for services furnished, Contractor grants to City, and will cause its Sub-contractors to grant to the City, the exclusive ownership of and all copyrights, if any, to evaluations, reports, drawings, specifications, project manuals, surveys, estimates, reviews, minutes, all "architectural work" as defined in the United States Copyright Act, 17 U.S.C § 101, *et seq.,* and other intellectual work product as may be applicable ("Work Product").

(1) This grant is effective whether the Work Product is on paper (e.g., a "hard copy"), in electronic format, or in some other form.

(2) Contractor warrants, and agrees to indemnify, hold harmless and defend City for, from and against any claim that any Work Product infringes on third-party proprietary interests.

b. Delivery. Contractor will deliver to City copies of the preliminary and completed Work Product promptly as they are prepared.

c. City Use.

(1) City may reuse the Work Product at its sole discretion.

(2) In the event the Work Product is used for another project without further consultations with Contractor, the City agrees to indemnify and hold Contractor harmless from any claim arising out of the Work Product.

(3) In such case, City shall also remove any seal and title block from the Work Product.

4. Compensation for the Project.

4.1 Compensation. Contractor's compensation for the Project, including those furnished by its Sub-contractors, will not exceed $75,000 annually for services, as specifically detailed in **Exhibit B** (the "Compensation"). The maximum amount of compensation that may be paid under this agreement if all renewal options are exercised is $375,000.

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

a. Adjustments to the Compensation require a written amendment to this Agreement and may require City Council approval.

b. Additional services which are outside the scope of the Project contained in this Agreement may not be performed by the Contractor without prior written authorization from the City.

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

5. Billings and Payment.

5.1 Applications.

a. Contractor will submit monthly invoices (each, a "Payment Application") to City's Project Manager and City will remit payments based upon the Payment Application as stated below.

b. The period covered by each Payment Application will be one calendar month ending on the last day of the month or as specified in the solicitation.

5.2 Payment.

a. After a full and complete Payment Application is received, City will process and remit payment within 30 days.

b. Payment may be subject to or conditioned upon City's receipt of:

(1) Completed work generated by Contractor and its Sub-contractors; and

(2) Unconditional waivers and releases on final payment from Sub-contractors as City may reasonably request to assure the Project will be free of claims arising from required performances under this Agreement.

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

a. If the Payment Application is rejected, the Project Manager will issue a written listing of the items not approved for payment.

b. City may withhold an amount sufficient to pay expenses that City reasonably expects to incur in correcting the deficiency or deficiencies rejected for payment.

6. Termination.

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

a. Contractor will be equitably compensated for Goods or Services furnished prior to receipt of the termination notice and for reasonable costs incurred.

b. Contractor will also be similarly compensated for any approved effort expended and approved costs incurred that are directly associated with project closeout and delivery of the required items to the City.

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

a. Contractor will not be entitled to further payment until after City has determined its damages. If City's damages resulting from the breach, as determined by City, are less than the equitable amount due but not paid Contractor for Service and Repair furnished, City will pay the amount due to Contractor, less City's damages, in accordance with the provision of § 5.

b. If City's direct damages exceed amounts otherwise due to Contractor, Contractor must pay the difference to City immediately upon demand; however, Contractor will not be subject to consequential damages of more than $1,000,000 or the amount of this Agreement, whichever is greater.

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

8. **Insurance.**

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

a. Contractor and Sub-contractors. Contractor, and each Sub-contractor performing work or providing materials related to this Agreement must procure and maintain the insurance coverages described below (collectively referred to herein as the "Contractor's Policies"), until each Party's obligations under this Agreement are completed.

b. General Liability.

(1) Contractor must at all times relevant hereto carry a commercial general liability policy with a combined single limit of at least $1,000,000 per occurrence and $2,000,000 annual aggregate for each property damage and contractual property damage.

(2) Sub-contactors must at all times relevant hereto carry a general commercial liability policy with a combined single limit of at least $1,000,000 per occurrence.

(3) This commercial general liability insurance must include independent contractors' liability, contractual liability, broad form property coverage, XCU hazards if requested by the City, and a separation of insurance provision.

(4) These limits may be met through a combination of primary and excess liability coverage.

c. Auto. A business auto policy providing a liability limit of at least $1,000,000 per accident for Contractor and $1,000,000 per accident for Sub-contractors and covering owned, non-owned and hired automobiles.

d. Workers' Compensation and Employer's Liability. A workers' compensation and employer's liability policy providing at least the minimum benefits required by Arizona law.

e. Notice of Changes. Contractor's Policies must provide for not less than 30 days' advance written notice to City Representative of:

(1) Cancellation or termination of Contractor or Sub-contractor's Policies;

(2) Reduction of the coverage limits of any of Contractor or and Sub-contractor's Policies; and

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

f. Certificates of Insurance.

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

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

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

g. Other Contractors or Vendors.

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

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

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

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

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

8.2 Sub-contractors.

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

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

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

8.3 Indemnification.

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

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

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

9. Immigration Law Compliance.

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

9.2 Any breach of warranty under subsection 9.1 above is considered a material breach of this Agreement and is subject to penalties up to and including termination of this Agreement.

9.3 City retains the legal right to inspect the papers of any Contractor or subcontractor employee who performs work under this Agreement to ensure that the Contractor or any subcontractor is compliant with the warranty under subsection 9.1 above.

9.4 City may conduct random inspections, and upon request of City, Contractor shall provide copies of papers and records of Contractor demonstrating continued compliance with the warranty under subsection 9.1 above. Contractor agrees to keep papers and records available for inspection by the City during normal business hours and will cooperate with City in exercise of its statutory duties and not deny access to its business premises or applicable papers or records for the purposes of enforcement of this section.

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

9.6 Contractor's warranty and obligations under this section to the City is continuing throughout the term of this Agreement or until such time as the City determines, in its sole discretion, that Arizona law has been modified in that compliance with this section is no longer a requirement.

9.7 The "E-Verify Program" above means the employment verification program administered by the United States Department of Homeland Security, the Social Security Administration, or any successor program.

10. Notices.

10.1 A notice, request or other communication that is required or permitted under this Agreement (each a "Notice") will be effective only if:

a. The Notice is in writing; and

b. Delivered in person or by overnight courier service (delivery charges prepaid), certified or registered mail (return receipt requested); and

c. Notice will be deemed to have been delivered to the person to whom it is addressed as of the date of receipt, if:

(1) Received on a business day, or before 5:00 p.m., at the address for Notices identified for the Party in this Agreement by U.S. Mail, hand delivery, or overnight courier service on or before 5:00 p.m.; or

(2) As of the next business day after receipt, if received after 5:00 p.m.

d. The burden of proof of the place and time of delivery is upon the Party giving the Notice; and

e. Digitalized signatures and copies of signatures will have the same effect as original signatures.

10.2 Representatives.

a. Contractor. Contractor's representative (the "Contractor's Representative") authorized to act on Contractor's behalf with respect to the Project, and his or her address for Notice delivery is:

Diamond Ridge Development Corporation
c/o Jeffrey W. Green - Vice President
P.O. Box 2662
Peoria, AZ 85380

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

City of Glendale
c/o Elaine Adamczyk - Community Housing Manager
6842 North 61st Ave.
Glendale, Arizona 85301
623-930-3707

With required copy to:

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

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

c. Concurrent Notices.

(1) All notices to City's representative must be given concurrently to City Manager and City Attorney.

(2) A notice will not be deemed to have been received by City's representative until the time that it has also been received by City Manager and City Attorney.

(3) City may appoint one or more designees for the purpose of receiving notice by delivery of a written notice to Contractor identifying the designee(s) and their respective addresses for notices.

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

11. Financing Assignment. City may assign this Agreement to any City-affiliated entity, including a non-profit corporation or other entity whose primary purpose is to own or manage the Project.

12. Entire Agreement; Survival; Counterparts; Signatures.

12.1 Integration. This Agreement contains, except as stated below, the entire agreement between City and Contractor and supersedes all prior conversations and negotiations between the parties regarding the Project or this Agreement.

a. Neither Party has made any representations, warranties or agreements as to any matters concerning the Agreement's subject matter.

b. Representations, statements, conditions, or warranties not contained in this Agreement will not be binding on the parties.

c. The solicitation, any addendums and the response submitted by the Contractor are incorporated into this Agreement as if attached hereto. Any Contractor response modifies the original solicitation as stated. Inconsistencies between the solicitation, any addendums

and the response or any excerpts attached as Exhibit A and this Agreement will be resolved by the terms and conditions stated in this Agreement.

12.2 Interpretation.

a. The parties fairly negotiated the Agreement's provisions to the extent they believed necessary and with the legal representation they deemed appropriate.

b. The parties are of equal bargaining position and this Agreement must be construed equally between the parties without consideration of which of the parties may have drafted this Agreement.

c. The Agreement will be interpreted in accordance with the laws of the State of Arizona.

12.3 Survival. Except as specifically provided otherwise in this Agreement, each warranty, representation, indemnification and hold harmless provision, insurance requirement, and every other right, remedy and responsibility of a Party, will survive completion of the Project, or the earlier termination of this Agreement.

12.4 Amendment. No amendment to this Agreement will be binding unless in writing and executed by the parties. Any amendment may be subject to City Council approval. Electronic signature blocks do not constitute execution.

12.5 Remedies. All rights and remedies provided in this Agreement are cumulative and the exercise of any one or more right or remedy will not affect any other rights or remedies under this Agreement or applicable law.

12.6 Severability. If any provision of this Agreement is voided or found unenforceable, that determination will not affect the validity of the other provisions, and the voided or unenforceable provision will be deemed reformed to conform to applicable law.

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

13. Term. The term of this Agreement commences upon the effective date and continues for 3 years. The City may, at its option and with the approval of the Contractor, extend the term of this Agreement an additional two one-year terms, renewable on an annual basis. Contractor will be notified in writing by the City of its intent to extend the Agreement period at least 30 calendar days prior to the expiration of the original or any renewal Agreement period. This contract renewal option may be exercised by the City annually, and shall only become effective in a written amendment signed by both parties. There are no automatic renewals of this Agreement.

14. Dispute Resolution. Each claim, controversy and dispute (each a "Dispute") between Contractor and City will be resolved in accordance with Exhibit C. The final determination will be made by the City.

15. Exhibits. The following exhibits, with reference to the term in which they are first referenced, are incorporated by this reference.

Exhibit A Project

Exhibit B Compensation

Exhibit C Dispute Resolution

(Signatures appear on the following page.)

The parties enter into this Agreement as of the effective date shown above.

City of Glendale,
an Arizona municipal corporation

By: Richard A. Bowers
Its: Acting City Manager

ATTEST:

Pam Hanna (SEAL)
City Clerk

APPROVED AS TO FORM:

Michael D. Bailey
City Attorney

Diamond Ridge Development Corporation,
an Arizona Corporation

By: Jeffrey W. Green
Its: Vice President

EXHIBIT A

Trade Maintenace Services

PROJECT

The scope of services to be provided under this Agreement includes the rehabilitation and maintenance of the 155 public housing units. Such services shall be provided once a public housing unit becomes vacant, and shall be provided to prepare the unit for a new tenant.

The services may include, but are not limited to:

- Janitorial services,
- Painting,
- Minor electrical and plumbing repairs,
- Rehabilitation of all damaged areas inside the unit,
  Including:
  - Carpet or tile floor replacement
  - Door replacement
  - Sheet rock repairs
  - Cabinet repairs
  - Appliance repairs
  - General carpentry or "handyman" repairs to bathroom, living room, bedroom, hallway and laundry room areas.

EXHIBIT B

TRADE MAINTENACE SERVICE CONTRACT FOR COMMUNITY HOUSING UNIT REHABILITATIONS ANNUAL "MAXIMUM"

COMPENSATION

METHOD AND AMOUNT OF COMPENSATION

Monthly billings shall be provided for all services rendered by Diamond Ridge Development Corporation in accordance with the scope of services (Exhibit A) and in accordance with Section 5 of the Agreement.

NOT-TO-EXCEED AMOUNT

The total amount of compensation paid to Contractor for full completion of all work required by the Project during the entire term of the Project must not exceed $75,000 annually, or a maximum amount of $375,000, if all renewal options are exercised according to the terms of this Agreement.

DETAILED PROJECT COMPENSATION

See the attached RFP 15-33 Best and final offer (BAFO) price sheet for a detailed breakdown of compensation for each service to be performed, as well as rates for each service.

EXHIBIT C

TRADE MAINTENACE SERVICE CONTRACT FOR COMMUNITY HOUSING UNIT REHABILITATIONS

DISPUTE RESOLUTION

1. Disputes.

1.1 Commitment. The parties commit to resolving all disputes promptly, equitably, and in a good-faith, cost-effective manner.

1.2 Application. The provisions of this Exhibit will be used by the parties to resolve all controversies, claims, or disputes ("Dispute") arising out of or related to this Agreement-including Disputes regarding any alleged breaches of this Agreement.

1.3 Initiation. A party may initiate a Dispute by delivery of written notice of the Dispute, including the specifics of the Dispute, to the Representative of the other party as required in this Agreement.

1.4 Informal Resolution. When a Dispute notice is given, the parties will designate a member of their senior management who will be authorized to expeditiously resolve the Dispute.

a. The parties will provide each other with reasonable access during normal business hours to any and all non-privileged records, information and data pertaining to any Dispute in order to assist in resolving the Dispute as expeditiously and cost effectively as possible;

b. The parties' senior managers will meet within 10 business days to discuss and attempt to resolve the Dispute promptly, equitably, and in a good faith manner, and

c. The Senior Managers will agree to subsequent meetings if both parties agree that further meetings are necessary to reach a resolution of the Dispute.

2. Arbitration.

2.1 Rules. If the parties are unable to resolve the Dispute by negotiation within 30 days from the Dispute notice, and unless otherwise informal discussions are extended by the mutual agreement, the parties may agree, in writing, that the Dispute will be decided by binding arbitration in accordance with Commercial Rules of the AAA, as amended herein. Although the arbitration will be conducted in accordance with AAA Rules, it will not be administered by the AAA, but will be heard independently.

a. The parties will exercise best efforts to select an arbitrator within 5 business days after agreement for arbitration. If the parties have not agreed upon an arbitrator within this period, the parties will submit the selection of the arbitrator to one of the principals of the mediation firm of Scott & Skelly, LLC, who will then select the arbitrator. The parties will equally share the fees and costs incurred in the selection of the arbitrator.

b. The arbitrator selected must be an attorney with at least 10 years experience, be independent, impartial, and not have engaged in any business for or adverse to either Party for at least 10 years.

2.2 Discovery. The extent and the time set for discovery will be as determined by the arbitrator. Each Party must, however, within ten (10) days of selection of an arbitrator deliver to the other Party copies of all documents in the delivering party's possession that are relevant to the dispute.

2.3 Hearing. The arbitration hearing will be held within 90 days of the appointment of the arbitrator. The arbitration hearing, all proceedings, and all discovery will be conducted in Glendale, Arizona unless otherwise agreed by the parties or required as a result of witness location. Telephonic hearings and other reasonable arrangements may be used to minimize costs.

2.4 Award. At the arbitration hearing, each Party will submit its position to the arbitrator, evidence to support that position, and the exact award sought in this matter with specificity. The arbitrator must select the award sought by one of the parties as the final judgment and may not independently alter or modify the awards sought by the parties, fashion any remedy, or make any equitable order. The arbitrator has no authority to consider or award punitive damages.

2.5 Final Decision. The Arbitrator's decision should be rendered within 15 days after the arbitration hearing is concluded. This decision will be final and binding on the Parties.

2.6 Costs. The prevailing party may enter the arbitration in any court having jurisdiction in order to convert it to a judgment. The non-prevailing party shall pay all of the prevailing party's arbitration costs and expenses, including reasonable attorney's fees and costs.

3. Services to Continue Pending Dispute. Unless otherwise agreed to in writing, Contractor must continue to perform and maintain progress of required services during any Dispute resolution or arbitration proceedings, and City will continue to make payment to Contractor in accordance with this Agreement.

4. Exceptions.

4.1 Third Party Claims. City and Contractor are not required to arbitrate any third-party claim, cross-claim, counter claim, or other claim or defense of a third-party who is not obligated by contract to arbitrate disputes with City and Contractor.

4.2 Liens. City or Contractor may commence and prosecute a civil action to contest a lien or stop notice, or enforce any lien or stop notice, but only to the extent the lien or stop notice the Party seeks to enforce is enforceable under Arizona Law, including, without limitation, an action under A.R.S. § 33-420, without the necessity of initiating or exhausting the procedures of this Exhibit.

4.3 Governmental Actions. This Exhibit does not apply to, and must not be construed to require arbitration of, any claims, actions or other process filed or issued by City of Glendale Building Safety Department or any other agency of City acting in its governmental permitting or other regulatory capacity.

File #: 15-383, **Version:** 1

EXPENDITURE AUTHORIZATION FOR LEAGUE OF ARIZONA CITIES AND TOWNS 2015-16 MEMBERSHIP DUES
Staff Contact: Brent Stoddard, Director, Intergovernmental Programs

Purpose and Recommended Action

This is a request for City Council to approve expenditure authorization by the Acting City Manager to the Arizona League of Cities and Towns (LACT) for the Fiscal Year (FY) 2015-16 membership dues and assessments for the City of Glendale in an amount not to exceed $91,780.

Background

The LACT is a voluntary membership organization of all 91 incorporated municipalities in Arizona. The LACT is the only organization that connects each and every municipality, regardless of size or geographic location. The LACT represents the collective interests of cities and towns at the state legislature, provides timely information on important municipal issues, creates skill-sharpening workshops, and develops networking opportunities.

At the LACT Executive Committee meeting on February 13, 2015, a budget was approved that called for a modest increase in dues assessments for FY 2015-16. The new dues formula calls for a $3,750 base fee plus a varying per capita rate ranging from $.46 to $.49 depending on population. Cities over a 200,000 population (Chandler, Gilbert, Glendale, Mesa, Phoenix, Scottsdale and Tucson) pay on a capped-dues formula. The capped-dues formula was increased by 4% above the FY 2014-15 levels. Due to the economic downturn in FY 2010-11, the LACT approved a 5% reduction to membership rates. Since then, dues have gradually increased as shown below:

Fiscal Year	Amount
2015 - 2016	$91,780
2014 - 2015	$88,250
2013 - 2014	$88,250
2012 - 2013	$88,250
2011 - 2012	$88,000
2010 - 2011	$80,750
2009 - 2010	$85,000
2008 - 2009	$85,000

The LACT provides its members services in the following areas:

Legislative Issues - During the legislative session and throughout the year, in coordination with the Intergovernmental Programs staff of each city, the LACT meets with legislators and other special interest

groups to represent the interests of cities and towns. The LACT carefully monitors and tracks each bill of municipal concern that is introduced during the session. The LACT attend and testify at committee hearings on bills of municipal interest.

Information and Inquiry Service - The LACT is a resource and information service for every city and town. To help keep municipal government well informed in a constantly changing government landscape, the LACT provides reports on matters affecting cities and towns, as well as reminders on such items as budget and election deadlines and new federal regulations.

League Publications - The LACT provides a variety of publications and resources pertaining to municipal government in Arizona. These include:

- Arizona City and Town Connection electronic newsletter
- Local Government Directory
- Municipal Policy Statement
- So You Got Elected... So Now What?
- You as a Public Official
- Salary & Benefit Survey
- Municipal Budget & Finance Manual
- Municipal Election Manual
- Guide to Preparing and Adopting Local Laws/Municipal Publication Requirements
- Charter Government Provisions in Arizona
- A Guide for Annexation
- Model City Tax Code

Events and Training - The LACT sponsors at least one different training session each month of the year for city staff and elected officials. These sessions cover a variety of topics and are designed to help participants to sharpen skill sets, share ideas and gather current information pertinent to cities and towns.

The Annual Conference - The Annual Conference is the LACT's showcase event and is held in a different city or town each year. This four day meeting brings together more than 900 mayors, council members, appointed officials and guests. The Annual Conference allows members and other municipal officials to share experiences and discuss current local, regional, and national trends affecting municipal government in Arizona.

Affiliate Groups - The LACT works hand in hand with affiliate organizations including:

- Arizona City/County Management Association (ACMA)
- Government Finance Officers' Association of Arizona (GFOAZ)
- Arizona Municipal Clerks' Association

Previous Related Council Action

On May 13, 2014, City Council approved the LACT membership dues for FY 2014-15.

On September 24, 2013, City Council approved the LACT membership dues for FY 2013-14.

Community Benefit/Public Involvement

The LACT provides valuable services that benefit cities and towns in the state, focusing primarily on representation and advocacy at the state legislature, and also providing educational classes, publications, legal work, research, inquiry services, pooled programs and meetings and conferences. The LACT abides by the state open meeting law requirements and all information is available to the public.

Budget and Financial Impacts

The LACT dues are paid out of the Non-Departmental Fund of the City.

Cost	Fund-Department-Account
$91,780	1000-11801-529000, Non-Departmental

Capital Expense? No

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

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League of Arizona Cities AND Towns

1820 W. Washington • Phoenix, AZ 85007 • Phone (602) 258-5786 • Fax (602) 253- 3874
Email: league@mg.state.az.us • Web site: www.azleague.org

February 18, 2015

TO: Tom Duensing, Finance Director, Glendale

FROM: Ken Strobeck, Executive Director

SUBJECT: **2015-2016 LEAGUE DUES**

Enclosed is the annual statement for the League dues for 2015-2016. As you know, because of its large population, the City of Glendale pays under a "cap" arrangement rather than on a per capita basis.

After three consecutive years at the same dues rate, and at the recommendation of the League Budget Subcommittee, the Executive Committee voted last Friday to adopt a slight increase to the League membership dues for the upcoming year. The increase was necessary in order to decrease the amount of deficit projected for the FY 15-16 League budget.

The League provides valuable services that benefit cities and towns in the state, focusing primarily on representation and advocacy at the state legislature, and also providing educational classes, publications, legal work, research, inquiry services, pooled programs and meetings and conferences. Your dues provide the major source of funding for the organization.

Thank you for the work you do for the people of Arizona and for your continuing support of the League. If you have any questions regarding dues or any League program, please contact me.

cc: Brent Stoddard, Director of Intergovernmental Programs

League of Arizona Cities AND Towns

1820 W. Washington • Phoenix, AZ 85007 • Phone (602) 258-5786 • Fax (602) 253- 3874
Email: league@mg.state.az.us • Web site: www.azleague.org

ANNUAL DUES STATEMENT

THE LEAGUE OF ARIZONA CITIES AND TOWNS

1820 West Washington Street
Phoenix, Arizona 85007
Phone: (602) 258-5786

City of Glendale

Membership dues for the League of Arizona Cities and Towns for the fiscal year, July 1, 2015 to June 30, 2016.

Dues cap for cities with a population between 200,000 - 399,999	$91,780
TOTAL AMOUNT DUE	**$91,780**

Please make checks payable to the League of Arizona Cities & Towns.

PLEASE NOTE:

We are sending out dues statements early for your city/town budgeting purposes. The actual due date for payment of 2015-2016 membership dues is July 30, 2015.

Thank you!

File #: 15-445, **Version:** 1

AUTHORIZATION TO ENTER INTO A CONTRACT FOR HELICOPTER AIR-MEDICAL AND LOGISTIC OPERATIONS (HALO) WITH PETROLEUM HELICOPTERS INCORPORATED AIR MEDICAL, LLC
Staff Contact: Chris DeChant, Interim Fire Chief

Purpose and Recommended Action

This is a request for City Council to authorize the Acting City Manager to enter into a contract with Petroleum Helicopters Incorporated (PHI) Air Medical, LLC for the continued use of a rapid response air medical team comprised of Glendale Fire and other west valley fire department medical personnel.

Background

The mission of the HALO team is to be the air medical provider utilized for pre-hospital patient transport requirements. The medical team will be comprised of personnel from the cities of Glendale, Surprise, and Sun City West Fire District and the aviation team will be comprised of personnel from PHI.

The secondary mission of the team is to provide aerial reconnaissance and assistance for specific duties as determined by the participating fire departments such as incident command support. The team is an additional asset or resource to be dispatched like any other apparatus or personnel requirement.

Analysis

The HALO Program has been successful since being started in 2007. The most important benefit of air medical transport is the rapid transport of patients to the appropriate hospital facility and level of care. The primary responsibility of the HALO team is to build on the immediate care provided by fire department personnel on-scene of an emergency and then movement of the patient promptly to a hospital facility. An additional benefit to the City of Glendale includes the ability to obtain an aerial view of large emergencies in our community.

Previous Related Council Action

On June 26, 2007, Council approved the original Contract C-6067.

Budget and Financial Impacts

The contract with PHI Air Medical will cover all costs of the program through reimbursement to the City of Glendale for medical personnel costs and PHI provides all required equipment and aviation personnel.

C-____

AIR AMBULANCE SERVICES AGREEMENT

This Air Ambulance Services Agreement (this "Agreement") is made effective as of June ___, 2015 (the "Effective Date"), by and between PHI Air Medical, L.L.C., a Louisiana limited liability company ("PHI"), and City of Glendale ("Glendale") (PHI and Glendale, collectively, the "Parties," individually, a "Party").

RECITALS

WHEREAS, PHI provides air medical transportation services; and

WHEREAS, Glendale has identified the opportunity to improve customer service to its constituents and more effectively deliver emergency services, which are core to its public safety mission; and

WHEREAS, Glendale and PHI have agreed to work cooperatively to establish a public-private air medical program to provide air medical transportation and other emergency services to the residents of the City of Glendale and its automatic aid and mutual aid partners (the "Program").

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, the Parties agree as follows:

AGREEMENT

1. Services Provided by PHI.

1.1 Air Medical Transport Services. As authorized in accordance with this Agreement, PHI shall provide air ambulance flight services to patients (the "Flight Services") in accordance with (i) local, State and Federal protocols, (ii) Glendale protocols in existence on the Effective Date which have been furnished to PHI on or before the Effective Date and (iii) Glendale protocols as they may be amended after the Effective Date which have been furnished to PHI and approved by PHI (which approval will not be unreasonably withheld).

1.2 Flight Service Guidelines. PHI shall provide the Flight Services in accordance with the standards set forth by the Commission on Accreditation of Medical Transport Services ("CAMTS"). The PHI Medical Director for the Program, working with the PHI Manager of Clinical Standards, shall establish standards for appropriate patient care during air transport.

1.3 PHI Flight Operations. PHI shall provide one (1) turbine engine helicopter (the "Aircraft") with service available for the Program twenty-four (24) hours a day, three hundred sixty-five (365) days per year, except for maintenance and repair activities. The Aircraft shall be based in a mutually agreed upon West Valley location. PHI shall use its commercially reasonable efforts to promptly respond to transportation requests from Glendale to the extent the Aircraft is available and not then in use or subject to maintenance or repair activities. PHI shall provide not less than four (4) pilots and one (1) mechanic (collectively, the "Flight Team") for the Program. At least one (1) pilot shall be on-duty at all times. Each Flight Team member shall be trained to PHI standards. Each Flight Team member shall meet all educational and experience standards recommended by CAMTS. All personnel of PHI providing services pursuant to this Agreement are subject to the general approval of Glendale. The pilot in command of the aircraft shall have complete power and authority to make and shall make all decisions concerning the suitability of weather and landing areas, condition of the aircraft for flight, and all other factors affecting flight safety. In accordance with Federal Aviation Regulations and PHI General Operations Manual, the pilot in command of the aircraft will at all times maintain "Operational Control" of the Aircraft.

1.4 Medical Director and Medical Direction. PHI will provide physician medical director services for the Program (the "Medical Director") through Banner University Medical Center subject to the approval of Glendale, which approval shall not unreasonably be withheld. The Medical Director shall be an employee or a contractor of PHI and shall not be deemed an employee, contractor or agent of Glendale. The Medical Director must meet all licensure, education, and certification requirements as set forth by any state or federal oversight body, and CAMTS.

1.5 General Financial Responsibility. Each Party shall assume full responsibility and oversight for its independently incurred costs and fees associated with the Program. Costs and fees incurred for the Program that are not clearly within the responsibility of either Party will be negotiated on a case by case basis, excluding any costs or fees incurred as a result of a claim by a third-party. For purposes of this section, "third-party" means a person other than the Parties.

1.6 Billing and Collection Obligations. PHI shall seek payment for all Flight Services by directly billing and collecting from the patients and other persons for whose benefit such Flight Services are provided under this Agreement, including, without limitation, the transported persons, their insurance carriers, or county, state or federal agencies. Compensation received by PHI for Flight Services shall remain the property of PHI. All patient charges by PHI shall be in accordance with applicable governmental regulations. Glendale is not responsible for non-payment of bills by individuals or other responsible parties to whom patient care and transportation services, including Flight Services, have been rendered by PHI. PHI represents that its charges to patients and other persons served for services rendered under this Agreement shall be fair and competitive.

1.7 HIPAA. To the extent either Party shall be deemed a "Business Associate" (as such term is defined in the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, as may be amended, and regulations promulgated thereunder by the U.S. Department of Health and Human Services and other federal agencies ("HIPAA") in connection with PHI's provision of services under this Agreement) of the other Party, the Parties shall comply with the terms and conditions of the Business Associate Agreement attached as Schedule A.

2. Services Provided by Glendale.

2.1 Clinical Services on Flights. Glendale shall be responsible for providing 24-hour paramedic staffing for the Program. In accordance therewith, Glendale shall provide a total of five (5) paramedics, up to two of which may be nurse paramedics if mutually-agreed to by the Parties, trained to a standard agreed upon by the Parties for the Program (the "Glendale Medical Providers"). PHI shall pay Glendale Seventy-Four Thousand and 00/100 Dollars ($74,000.00) per month for the Glendale Medical Providers. This rate will increase by 2.5% on each yearly anniversary of the Effective Date of this Agreement. Payments made to Glendale shall be due and payable on or before the first day of each month, to the order of the City of Glendale, 5850 W. Glendale Avenue, Glendale Arizona 85301, Attn: Finance Department, Contract No. C-_____. Payments received after the 15th day of any month shall be assessed a late charge of 15% per month. The Glendale Medical Providers shall be employees of Glendale or sub-contractors and under the control of Glendale and shall not be deemed employees or agents of PHI. Two (2) Glendale Medical Providers shall be on-duty at all times.

2.2 Dispatch Services. Glendale will provide all dispatch and communication services for the Program through the Phoenix Regional Dispatch and Deployment Center. These services will be conducted in accordance with the standards established by CAMTS.

2.3 Program Management. Glendale will designate one or more individuals to act as the supervisor over the Glendale Medical Providers from the Emergency Medical Services Division of the Glendale Fire Department ("GFD"), as provided for herein. Glendale's on duty Shift Commander will work with PHI in an advisory capacity to oversee the daily operations of the Program. All personnel provided by Glendale (including supervisors and the Glendale Medical Providers) shall be either employees or contractors of Glendale and under the control of Glendale and shall not be deemed employees or agents of PHI. Glendale shall be solely responsible for and shall pay, or cause to be paid, all salary, fringe benefits, worker's compensation benefits, professional liability insurance, all employment related taxes and any other related employment expenses associated with the personnel provided by Glendale.

2.4 Medical Crew Review. If, in the reasonable opinion of PHI, any personnel provided by Glendale pursuant to this Agreement do not demonstrate a high degree of aptitude for the type of operations or customer service required, including good interpersonal relations, PHI may make written request to Glendale to conduct a prompt review of the performance of the individual and to take appropriate prompt action. All such employment actions will be handled by Glendale on a case-by-case basis in accordance with Glendale policy and procedure. All Glendale employees shall conform to the rules and requirements jointly approved by Glendale and PHI concerning dress and conduct and other applicable PHI and Glendale policies while providing services pursuant to this Agreement, and in connection with referring/receiving agency personnel interface.

2.5 Preferred Provider. Glendale agrees that PHI shall be its "preferred provider" and shall have first right of refusal for all air medical transport requests received by, through or from GFD. If for reasons other than dangerous weather conditions, PHI is unable to timely initiate or complete any requested air medical transport, PHI will provide GFD with its best estimate of alternative aircraft response time. If GFD determines that the response time is not acceptable based on the circumstances of the transport, GFD shall be free to solicit and utilize any other appropriate resource or transport service to meet patient transfer needs without violating the preferred provider status of PHI. PHI shall have no liability to Glendale or GFD as a result of PHI's inability to fulfill a request for air medical transport unless caused by PHI's willful misconduct. GFD will encourage regional support and utilization of PHI as the regional air medical transport program. Notwithstanding PHI's preferred provider status hereunder, the party to be transported or the attending physician or health care provider shall always have the right to direct that another air medical transporter be used for the transport.

3. **Utilization of Corporate Identity or Likeness.** PHI and Glendale will use their commercially reasonable efforts to participate in mutually beneficial public relations and marketing activities. Neither PHI nor Glendale will utilize the others' markings or identities without express written permission from the other Party. PHI will allow Glendale to place Glendale's identity on aircraft dedicated to this Agreement, provided that PHI will only use Glendale's trade names, trademarks, and logos in accordance with this Agreement. All marketing materials of PHI that names or makes reference to Glendale or the Glendale trade names, trademarks and logos must be approved in writing by Glendale prior to distribution.

4. **Relationship of the Parties**. The relationship of the Parties as set forth in this Agreement is that of independent contractor to the other Party. PHI shall be an independent contractor of Glendale pertaining to the Flight Services and the Program pursuant to this Agreement. Glendale shall be an independent contractor of PHI in furnishing the Glendale Medical Providers and any and all supervisory and communications personnel for the Program. Nothing in this Agreement is intended or shall be construed as creating any kind of partnership, joint venture, or agency relationship between the Parties.

5. **Term.** Subject to Section 11.3, the term of this Agreement commences upon the Effective Date and continues for a two (2) year initial period (the "Term"). Glendale may, at its option and with the approval of PHI, extend the Term of this Agreement an additional three (3) years, renewable on an annual basis (each an "Extended Term"). PHI shall be notified in writing by Glendale of its intent to extend the Agreement at least 30 calendar days prior to the expiration of the Term or any Extended Term. There are no automatic renewals of this Agreement.

6. Termination for Convenience. Notwithstanding anything herein to the contrary, this Agreement may be terminated by either Party for convenience and with or without cause upon ninety (90) days written notice. The terms of this Agreement will apply until the date of termination (not the date of notice).

7. **Representations, Warranties and Covenants of PHI.** PHI hereby represents, warrants and covenants as follows:

   7.1 Organization. PHI is a limited liability company duly organized, validly existing, and in good standing under the laws of the State of Louisiana, and has the power and authority to execute, deliver and perform its obligations under this Agreement. PHI is qualified and authorized to do business in the State of Arizona.

   7.2 Authorization. The execution, delivery and performance of PHI of this Agreement have been authorized by all necessary corporate action on the part of PHI.

   7.3 FAA Regulations. PHI shall comply with all regulations of the Federal Aviation Administration ("FAA") pertaining to air medical transport services being furnished by PHI under this Agreement and, in that connection, PHI represents that the Aircraft and the members of the Flight Team are properly licensed and certified and meet the minimum requirements as set forth in the applicable FAA regulations.

   7.4 Compliance. In addition to the FAA regulations referenced in Section 7.3, PHI shall comply with all federal, state and local laws and regulations applicable to the Flight Services provided by PHI under this Agreement.

8. **Representations, Warranties and Covenants of Glendale.** Glendale hereby represents, warrants and covenants as follows:

   8.1 Organization. Glendale is a duly organized municipal fire department validly existing and in good standing under the laws of the State of Arizona, and has the power and authority to execute, deliver and perform its obligations under this Agreement.

   8.2 Authorization. The execution, delivery and performance of Glendale of this Agreement have been authorized by all necessary government action on the part of Glendale.

8.3 Governmental Approvals. Glendale has obtained, and shall maintain and keep in force, all consents, licenses, permits, approvals and authorization of federal, state and local governmental authorities which may be required to execute, deliver and perform its obligations under this Agreement.

9. PHI Insurance Requirements.

9.1 Policies and Amounts. PHI shall, during the Term or any Extended Term, maintain the following minimum insurance coverage:

(a) **Commercial General Liability Insurance** in the minimum amounts indicated below or such additional amounts as required by the City of Glendale, including, but not limited to, Contractual Liability Insurance (specifically concerning the indemnity provisions of any agreement with the City of Glendale, Products-Completed Operations Hazard, Personal Injury (including bodily injury and death), and Property Damage for liability arising out of your performance of work for the City of Glendale. Said insurance shall have minimum limits for Bodily Injury and Property Damage Liability equal to the policy limits, but not less than $2,000,000 each occurrence and $4,000,000 aggregate.

(b) All risk ground and flight aircraft hull insurance. Aircraft liability insurance covering injuries to passengers or third parties and damage to property in an amount not less than $50,000,000 for any one accident or series of accidents arising out of any one event. Such aircraft insurance excludes medical malpractice coverage and aggravation of injuries to passengers.

(c) Workers' compensation insurance for its employees at Arizona statutory limits including a waiver of subrogation in favor of the City of Glendale.

(d) With the exception of Workers' compensation insurance and the incidental medical malpractice protection afforded PHI as an extension of its aircraft liability policy, to the extent of PHI's Indemnification Obligations, Glendale shall be included as an additional insured on each and every one of PHI's policies described above, waive subrogation, be primary to any other insurance or self-insurance covering the same risks maintained by Glendale, and provide Glendale 60 days' written notice of cancellation, non-renewal or material change.

(e) "Best's Key Rating Guide" – All insurance shall be issued by a company or companies licensed to do business in Arizona and listed in the current "Best's Key Rating Guide" publication with a minimum rating of A-;VII or its equivalent. Any exception to these requirements must be approved by the City.

(f) 30-Day Cancellation Notice. The above stated insurance coverage's required to be maintained by PHI shall be maintained until the completion of all of PHI's obligations under any agreement, and shall not be reduced, modified, or canceled without thirty (30) days prior written notice to the Certificate Holder. PHI shall immediately obtain replacement coverage for any insurance policy

that is terminated, canceled, non-renewed, or whose policy limits have been exhausted or upon insolvency of the insurer that issued the policy.

(g) Primary and Non-Contributory. All insurance carried by PHI shall be primary and non-contributory with any insurance carried by the City of Glendale to the extent of the risks and liabilities assumed by PHI hereunder. The policy must be endorsed to include this verbiage and evidence of coverage provided with the certificate.

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

(i) Waiver of Subrogation. PHI hereby grants to the City of Glendale a waiver of any right to subrogation to the extent of the risks and liabilities assumed by PHI hereunder, which any insurer of said PHI may acquire against the City by virtue of the payment of any loss under such insurance. PHI agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

(j) Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City of Glendale. The City of Glendale may require the PHI to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. If PHI maintains higher limits than the minimums shown above, then the City requires and shall be entitled to coverage for the higher limits maintained by the PHI to the extent of the risks and liabilities assumed by PHI hereunder.

(k) The City of Glendale Risk Manager may make reasonable changes to the required insurance based on the circumstances.

9.2 Glendale shall, during the Term or any Extended Term, maintain the following minimum insurance coverage and, to the extent of Glendale's Indemnification Obligations, all such policies of insurance shall name PHI as an additional insured (except with respect to workers' compensation coverage), waive subrogation (except with respect to workers' compensation coverage), be primary to any other insurance or self-insurance covering the same risks maintained by PHI, and provide PHI 30 days written notice of cancellation, non-renewal or material change, only with respect to work performed pursuant to or the operations of the City of Glendale related to this Agreement and the Program.

(a) Professional/Paramedic errors and omissions liability insurance in amounts of not less than $4,000,000 single and $6,000,000 aggregate limits.

(b) Workers' Compensation insurance for its employees at Arizona statutory limits.

10. Indemnification. The Parties agree to indemnify each other (the "Indemnification Obligations") as follows:

10.1 PHI's Indemnification Obligations. PHI agrees to defend, protect, indemnify and hold harmless Glendale, its mutual aid partners, subsidiaries, affiliates and subcontractors and their respective directors, officials, officers, agents, employees, representatives and agents, including, without limitation, the Glendale Medical Providers and all supervisory and communications personnel (collectively, the "Glendale Group") from every kind or character of damages, losses, liabilities, expenses, demands or claims (collectively, "Losses") arising out of, connected with, incident to, resulting from or relating to, the performance of Flight Services under this Agreement, including but not limited to the operation and maintenance of the Aircraft, after the Effective Date, to the extent and only to the extent such Losses are caused by the negligence, fault, or other legal liability of PHI, its parent, any subsidiaries, affiliates and other contractors and subcontractors (not including Glendale) and their respective directors, officers, agents, employees, and representatives, including, without limitation, the members of the Flight Team and the Medical Director (collectively, the "PHI Group"), which obligation shall not be diminished in any regard if such Losses were caused in part by the concurrent or joint negligence, either active or passive, of any member of the Glendale Group; provided, however, that, in the event of joint or concurrent negligence or fault of any member of the Glendale Group and any member of the PHI Group, PHI's indemnification obligation shall be limited to PHI's allocable share of such joint or concurrent negligence or fault.

10.2 Glendale's Indemnification Obligations. Glendale agrees to defend, protect, indemnify and hold harmless the PHI Group for Losses, to the extent and only to the extent such Losses are caused by the negligence, fault, or other legal liability of any member of the Glendale Group, which obligation shall not be diminished in any regard if such Losses were caused in part by the concurrent or joint negligence, either active or passive, of any member of the PHI Group; provided, however, that, in the event of joint or concurrent negligence or fault of Glendale and PHI, Glendale's indemnification obligation shall be limited to Glendale's allocable share of such joint or concurrent negligence or fault.

10.3 Limitations. Neither PHI nor Glendale shall indemnify the other Party for any Losses resulting from the intentional, willful or negligent acts of the other Party or members of its organization. In no event, whether as a result of contract, tort, strict liability or otherwise, shall either Party be liable to the other for any punitive, special, indirect, incidental or consequential damages, including without limitation loss of profits, loss of use or loss of contract. The Indemnification Obligations shall not be reduced nor limited by any insurance coverage or insurance proceeds an Indemnified Party may have for its own account with respect to a claim.

10.4 Procedures. PHI or Glendale shall promptly notify the other Party of the existence of any claim, or the threat of any claim, to which the Indemnification Obligations might apply. Upon written request by the Party entitled to indemnification (the "Indemnitee"), the other Party (or its insurer) (the "Indemnitor") shall select,

manage, and pay the claim investigation and legal defense costs as a part of the indemnity obligation including any settlement and/or judgment amounts awarded. Each Indemnitee shall have the right, at its option and sole expense, to participate in the defense or claim without relieving the Indemnitor of any obligation hereunder. The Indemnitee shall cooperate and comply with all reasonable requests that the Indemnitor may make in connection with the defense and any settlement of a claim.

10.5 Duration. The Indemnification Obligations shall continue after the termination of this Agreement, and all rights associated with the Indemnification Obligations shall inure to the benefit of the successors or assigns of PHI and Glendale.

11. Miscellaneous.

11.1 Force Majeure. Neither Party shall be liable to the other Party for failure to perform its respective obligations under this Agreement if and to the extent that such failure results from causes beyond the non-performing Party's reasonable control, including without limitation such causes as strikes, lockouts, riots, fires, floods or other weather conditions, natural disasters, acts of God, acts of public enemy, or any regulations, orders or requirements of any duly authorized governmental body or agency (collectively, "Force Majeure"). If either Party is unable to perform as a result of Force Majeure, it shall promptly notify the other Party in writing of the beginning and estimated ending of each such period. If any period of Force Majeure continues for thirty (30) days or more, the Party not so failing in performance shall have the right to terminate the Agreement upon written notice to the other Party. Notwithstanding anything contained herein to the contrary, PHI shall use its commercially reasonable efforts to provide a backup helicopter and associated flight services as required by this Agreement during the period of Force Majeure.

11.2 Default. A material breach by either Party of any representation, warranty or covenant contained in this Agreement or the failure of either Party to comply with any material terms or conditions set forth in this Agreement shall constitute an event of default ("Default").

11.3 Termination. This Agreement shall terminate and, except as otherwise set forth herein, shall be of no further force and effect sixty (60) days after the non-defaulting Party provides the defaulting Party with written notice of a Default (the "Cure Period"), unless the non-defaulting Party cures the Default prior to the expiration of the Cure Period. Further, this Agreement may be terminated for convenience, as set forth in Section 6, or by reason of Force Majeure, as set forth in Section 11.1, above.

11.4 Severability. In the event that any provision of this Agreement is determined to be unlawful or contrary to public policy, such provision shall be severed here from,

shall be deemed null and void, but shall in no way affect the remaining provisions outlined herein.

11.5 Proprietary Information. PHI shall cause its employees, agents and affiliates to hold as confidential all patient information, except as may otherwise be reasonably necessary for PHI's routine business functions to the extent it is deemed a Business Associate. Glendale shall cause its employees, agents and affiliates to hold confidential all patient information, except as may otherwise be reasonably necessary for Glendale's routine business functions to the extent it is deemed a Business Associate.

11.6 Assignment. Neither Party shall assign this Agreement, in whole or in part, without the prior written consent of the other.

11.7 Waiver. The waiver by one Party of any breach or failure of the other Party to perform any covenant or obligation contained in this Agreement shall not constitute a waiver of any subsequent breach or failure.

11.8 Entire Agreement. This Agreement and any exhibits or schedules attached thereto or referred to herein, represent the entire agreement between the Parties, with respect to the subject matter hereof, all other prior agreements being merged herein, and this Agreement shall not be modified except in writing signed by the Party against whom such modification is sought to be enforced.

11.9 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona, without giving regard to its conflicts of law rules or principles.

11.10 Non-Discrimination. Neither Party will discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Each Party will require any sub-contractor to be bound to the same requirements as stated within this section.

11.11 Cancellation. This Agreement is subject to cancellation for conflicts of interest under the provisions of A.R.S. § 38-511.

11.12 Immigration Compliance.

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

11.12.2 Any breach of warranty under subsection 11.12.1 above is considered a material breach of this Agreement and is subject to penalties up to and including termination of this Agreement.

11.12.3 Glendale retains the legal right to inspect the papers of PHI or subcontractor employee who performs work under this Agreement to ensure that PHI or any subcontractor is compliant with the warranty under subsection 11.12.1 above.

11.12.4 Glendale may conduct random inspections, and upon request of the Glendale, PHI shall provide copies of papers and records demonstrating continued compliance with subsection 11.12.1 above. PHI agrees to keep papers and records available for inspection by Glendale during normal business hours and will cooperate with Glendale in exercise of its statutory duties and not deny access to its business premises or applicable papers or records for the purposes of enforcement of this Section.

11.12.5 PHI agrees to incorporate into any subcontracts directly related to this Agreement the same obligations imposed upon it as set forth in this Section 11.12 and expressly accrue those obligations directly to the benefit of Glendale. PHI also agrees to require any subcontractor to incorporate into each of its own subcontracts under this Agreement the same obligations above and expressly accrue those obligations to the benefit of Glendale.

11.12.6 PHI's warranty and obligations under this Section to Glendale are continuing throughout the Term of this Agreement or until such time as Glendale determines, in its sole discretion, that Arizona law has been modified in that compliance with this section is no longer a requirement.

11.12.7 The "E-Verify Program" above means the employment verification program administered by the United States Department of Homeland Security, the Social Security Administration, or any successor program.

11.13 Notice. All notices relating to this Agreement shall be deemed given when mailed, by certified or registered mail, or overnight courier, to the other Party at the address set forth below or such other address as may be given in writing from time to time:

If to Glendale: Glendale City Clerk:
5850 West Glendale Avenue.
Glendale, Arizona 85301
Telephone: (623) 930-2030

With a copy to:
Glendale Fire Chief
6829 N. 58th Drive
Glendale, Arizona 85301

Telephone: (623) 930-4406
Fax: (623) 623-847-5313

Glendale City Attorney
5850 West Glendale Avenue.
Glendale, Arizona 85301
Telephone: (623) 930-2930
Fax: (623) 915 2391

If to PHI:

PHI Air Medical, L.L.C.
Attn: David Motzkin, President
2800 N. 44th Street, Suite 800
Phoenix, AZ 85008

Copy to:

PHI Air Medical, L.L.C.
Attn: Jeff Stanek, Director of Finance
2800 N. 44th Street, Suite 800
Phoenix, AZ 85008
Telephone: (602) 273-9349
Fax: (602) 224-1601

11.14 Recitals. The recitals contained in the first portion of this Agreement are made an integral part of this Agreement.

11.15 No Referral Relationship. The Parties acknowledge and agree that the amounts being paid or reimbursed by PHI hereunder are fair and reasonable and reflective of the actual cost of such services and that there is no expectation of any referral relationship or any other form of remuneration by Glendale as a result of the arrangements set forth in this Agreement.

[Signature Page Follows]

The Parties, through their respective undersigned authorized officers, have duly executed this Agreement as of the Effective Date.

PHI:
PHI Air Medical, L.L.C.,
a Louisiana limited liability company

By: _____
Title: _____

GLENDALE:
City of Glendale,
an Arizona municipal corporation

_____
Dick Bowers
Acting City Manager

ATTEST:

_____
Pam Hanna
City Clerk

(SEAL)

APPROVED AS TO FORM:

_____
Michael D. Bailey
City Attorney

The Parties, through their respective undersigned authorized officers, have duly executed this Agreement as of the Effective Date.

PHI:
PHI Air Medical, L.L.C.,
a Louisiana limited liability company

By: _____
Title: _____

GLENDALE:
City of Glendale,
an Arizona municipal corporation

_____
Dick Bowers
Acting City Manager

ATTEST:

_____
Pam Hanna
City Clerk

(SEAL)

APPROVED AS TO FORM:

_____
Michael D. Bailey
City Attorney

SCHEDULE A
Business Associate Agreement

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("**Agreement**") is made effective the ____ day of _____, 2015 ("**Effective Date**"), by and between the City of Glendale ("**Glendale**"), and PHI Air Medical, L.L.C. ("**PHIAM**"). Glendale and PHIAM may from time to time be either a Covered Entity or a Business Associate as such terms are used in this Agreement and defined under applicable law. Accordingly, the terms Covered Entity and Business Associate used herein shall apply to Glendale and/or PHIAM, as applicable, and solely to the extent such parties are deemed either a Covered Entity or a Business Associate under applicable law. (Glendale and PHIAM may sometimes be referred to individually as a "**Party**" and collectively as the "**Parties.**")

WITNESSETH

WHEREAS, Sections 261 through 264 of the federal Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, known as "the Administrative Simplification provisions," direct the Department of Health and Human Services ("HHS") to develop standards to protect the security, confidentiality and integrity of health information;

WHEREAS, pursuant to the Administrative Simplification provisions, the Secretary of Health and Human Services issued regulations modifying 45 CFR Parts 160 and 164 (the "HIPAA Privacy and Security Rule");

WHEREAS, the Health Information Technology for Economic and Clinical Health Act, and regulations thereunder (collectively, "HITECH Act"), codified at 42 U.S.C. 17921-17954, provides modifications to the HIPAA Privacy and Security Rule;

WHEREAS, pursuant to the HITECH Act, the Secretary of HHS has issued regulations at 45 C.F.R. Part 164, Subpart D (the "Data Breach Rule", together with the HIPAA Privacy and Security Rule and any and all regulations promulgated under the HITECH Act, the "HIPAA Rules") and may issue additional regulations in the future to further protect the security, confidentiality, and integrity of health information;

WHEREAS, the Parties wish to enter into or have entered into an arrangement whereby each Party will provide services to or on behalf of the other Party (the "Contract") and, pursuant to such Contract, each of the Parties may be considered a "business associate" of the other Party as defined in the HIPAA Rules;

WHEREAS, in connection with these services, each of the Parties, when acting as a Covered Entity, may disclose to the other Party, when acting as a Business Associate, certain Protected Health Information that is subject to protection under the HIPAA Rules; and

WHEREAS, both Parties agree that the HIPAA Rules require that the Covered Entity receive adequate assurances that the Business Associate will comply with certain obligations with respect to the Protected Health Information received in the course of providing services to

or on behalf of the Covered Entity, and the purpose of this Agreement is to comply with the requirements of the HIPAA Rules.

NOW THEREFORE, in consideration of the mutual promises and covenants herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

A. Definitions. Except as otherwise defined in this Agreement, any and all capitalized terms shall have the same meaning as the definitions set forth in the HIPAA Rules, as amended from time to time. In particular, the following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Privacy Rule, Protected Health Information, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use. In the event of an inconsistency between the provisions of this Agreement and mandatory provisions of the HIPAA Rules, as amended, the HIPAA Rules shall control.

B. Purposes for which PHI May Be Disclosed to Business Associate. In connection with the services provided by Business Associate to or on behalf of Covered Entity described in this Agreement, Covered Entity may Disclose Protected Health Information ("PHI") to Business Associate solely for the purposes described in the Contract.

C. Obligations of Business Associate. Business Associate acknowledges that sections of the HIPAA Rules apply directly to Business Associate as they apply to Covered Entity and agrees to comply with such rules and regulations, including:

1. Use and Disclosure of PHI. Except as otherwise permitted by this Agreement or Required by Law, Business Associate shall not Use or Disclose PHI except as necessary to provide the services as described in the Contract to or on behalf of Covered Entity, and shall not Use or Disclose PHI in a manner that would violate the Privacy Rule if Used or Disclosed by Covered Entity. Notwithstanding the foregoing, Business Associate may access, create or receive PHI and Use and Disclose PHI as necessary for the proper management and administration of Business Associate, or to carry out its legal responsibilities, provided that Business Associate shall in such cases:

a) provide information to members of its workforce Using or Disclosing PHI regarding the confidentiality requirements of the HIPAA Rules and this Agreement; and

b) unless such Disclosure is Required by Law, obtain reasonable assurances from the person or entity to whom the PHI is Disclosed that: (a) the PHI will be held confidential and further Used and Disclosed only as Required by Law or for the purpose for which it was Disclosed to the person or entity; and (b) the person or entity will notify Business Associate of any instances of which it is aware in which confidentiality of the PHI has been breached.

Business Associate must also comply with the HIPAA Privacy and Security Rule (45 C.F.R. §§ 164.314(a)(2)(i)(A), 164.504(e)(2)(ii)(B)) as well as Covered Entity's minimum necessary policies.

2. Incident Reporting. Business Associate shall report, in writing, to Covered Entity any Breach, Security Incident, or Use, Disclosure or unauthorized access of PHI that is not permitted by this Agreement within two (2) calendar days after discovery (as provided in (45 C.F.R. §§ 164.314(a)(2)(i)(C),164.504(e)(2)(ii)(C)). The report shall include, at a minimum, the identification of each affected individual. The Covered Entity retains control over breach notification procedures, including risk assessment, provision of breach notification to affected patients and communications to other entities as required, such as media outlets and the Secretary ("Breach Notification Procedure"). Business Associate shall cooperate with Covered Entity in any investigation of the incident and the Breach Notification Procedure, to include a review of breach notification and other communications as requested. In addition, Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a Use or Disclosure of PHI by Business Associate in violation of the requirements of this Agreement, the HIPAA Rules, or in violation of any applicable state law.

3. Data Aggregation. In the event that Business Associate works for more than one covered entity, Business Associate is permitted to Use PHI for Data Aggregation purposes only in order to analyze data for permitted Health Care Operations, to the extent that such Use is permitted under the Privacy Rule and the Contract.

4. Safeguards. Business Associate shall implement reasonable and appropriate administrative, physical and technical safeguards to ensure that PHI is not Used or Disclosed in any manner inconsistent with this Agreement and to protect the confidentiality, integrity, and availability of any electronic PHI it creates, receives, maintains, or transmits on behalf of Covered Entity as required by the Security Rule. Further, Business Associate will implement any other security requirements to the extent required by Section 17931(a) of the HITECH Act and any applicable regulations. Business Associate will ensure that any agent, including a Subcontractor, to whom it provides such electronic PHI agrees to implement reasonable and appropriate safeguards to protect it.

5. Minimum Necessary. Business Associate and its agents or Subcontractors, if any, shall request, Use and Disclose only a Limited Data Set, if practicable; if not practicable, Business Associate and its agents or Subcontractors, if any, shall request, Use and Disclose only the minimum amount of PHI necessary to accomplish the purpose of the request, Use or Disclosure, unless an exception in 45 C.F.R. § 164.502(b)(2) applies; provided that, when effective, Business Associate agrees to comply with the Secretary's guidance on what constitutes minimum necessary as required by HITECH Act Section 13405.

6. Disclosure to Agents and Subcontractors. If Business Associate Discloses PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, to agents, including a Subcontractor, Business Associate shall require the agent or Subcontractor to agree in writing to the same or substantially similar restrictions and conditions as apply to Business Associate under this Agreement (45 C.F.R.§§ 164.314(a)(2)(i)(B)). To the extent that the Business Associate is to carry out one or more of Covered Entity's obligations under the Privacy Rule, Business Associate must comply with the requirements of the Privacy Rule that apply to Covered Entity in the performance of such obligations. Business Associate further expressly warrants that its agents or Subcontractors will be specifically advised of, and will comply in all respects with, the terms of this Agreement.

7. Individual Rights.

a) Individual Right to Copy or Inspection. Business Associate agrees that if it maintains a Designated Record Set for Covered Entity that is not maintained by Covered Entity, it will permit an Individual to inspect or copy PHI about the Individual in that set as directed by Covered Entity to meet the requirements of 45 C.F.R. § 164.524, the HITECH Act, and applicable state law. Covered Entity is required to take action on such requests as soon as possible, but not later than fifteen (15) days following receipt of the request. Business Associate agrees to make reasonable efforts to assist Covered Entity in meeting this deadline. If Business Associate maintains PHI electronically, it agrees to make such PHI electronically available to the applicable Individual. If Covered Entity maintains the requested records, Covered Entity, rather than Business Associate, shall permit access according to its policies and procedures implementing the HIPAA Rules.

b) Individual Right to Amendment. Business Associate agrees, if it maintains PHI in a Designated Record Set, to make amendments to PHI at the request and direction of Covered Entity pursuant to 45 C.F.R. § 164.526. If Business Associate maintains a record in a Designated Record Set that is not also maintained by Covered Entity, Business Associate agrees that it will accommodate an Individual's request to amend PHI only in conjunction with a determination by Covered Entity that the amendment is appropriate according to 45 C.F.R. § 164.526.

c) Accounting of Disclosures. Business Associate agrees to maintain documentation of the information required to provide an accounting of Disclosures of PHI in accordance with 45 C.F.R. § 164.528 and Section 17935(c) of the HITECH Act, and to make this information available to Covered Entity upon Covered Entity's request, in order to allow Covered Entity to respond to an Individual's request for accounting of Disclosures.

8. Internal Practices, Policies and Procedures. Except as otherwise specified herein, Business Associate shall make available its internal practices, policies and

procedures relating to the Use and Disclosure of PHI received from or on behalf of Covered Entity to the Secretary or his or her agents for the purpose of determining Covered Entity's compliance with the HIPAA Rules, or any other health oversight agency, or to Covered Entity. Records requested that are not protected by an applicable legal privilege will be made available in the time and manner specified by Covered Entity, the applicable health oversight agency, or the Secretary.

9. Notice of Privacy Practices. Business Associate shall abide by the limitations of Covered Entity's Notice of which it has knowledge. Any Use or Disclosure permitted by this Agreement may be amended by changes to Covered Entity's Notice; provided, however, that the amended Notice shall not affect permitted Uses and Disclosures on which Business Associate relied prior to receiving notice of such amended Notice.

10. Withdrawal of Authorization. If the Use or Disclosure of PHI in this Agreement is based upon an Individual's specific authorization for the Use or Disclosure of his or her PHI, and the Individual revokes such authorization, the effective date of such authorization has expired, or such authorization is found to be defective in any manner that renders it invalid, Business Associate shall, if it has notice of such revocation, expiration, or invalidity, cease the Use and Disclosure of the Individual's PHI except to the extent it has relied on such Use or Disclosure, or if an exception under the Privacy Rule expressly applies.

11. Knowledge of HIPAA. Business Associate agrees to review and understand the HIPAA Rules as they apply to Business Associate, and to comply with the applicable requirements, as well as any applicable amendments thereto.

12. Remuneration and Marketing. Business Associate will not directly or indirectly receive remuneration in exchange for any PHI, subject to the exceptions contained in the HITECH Act, without a valid authorization from the applicable Individual. Business Associate will not engage in any communication which might be deemed to be "marketing" under the HITECH Act.

D. Term and Termination.

1. Term. This Agreement shall be effective as of the Effective Date and shall run coterminous with the Contract. At the termination of this Agreement, all PHI provided to Business Associate by Covered Entity, or created or received by Business Associate on behalf of Covered Entity, shall be destroyed or returned to Covered Entity, unless Covered Entity permits Business Associate to use or disclose PHI for its own management and administration or to carry out its legal responsibilities, in which case the PHI retained shall be limited to the Minimum Necessary for such use or disclosure.

2. Termination for Breach. If Business Associate, or its agents or Subcontractors, if any, violates any material term of this Agreement, as determined by Covered Entity, Covered Entity may, in its discretion: (i) immediately terminate this

Agreement; (ii) provide an opportunity for Business Associate to cure the Breach or end the violation and terminate this Agreement if Business Associate does not promptly cure the Breach or end the violation within a period not to exceed thirty (30) days; or (iii) report the violation to the Secretary if neither termination nor cure is feasible.

Covered Entity may terminate this Agreement effective immediately, if (i) Business Associate is named as a defendant in a criminal proceeding for a violation of the HIPAA Rules or other security or privacy laws or (ii) there is a finding or stipulation that the Business Associate has violated any standard or requirement of the HIPAA Rules or other security or privacy laws in any administrative or civil proceeding in which Business Associate is involved. Business Associate agrees to report the commencement of any legal action or investigation against Business Associate arising from an alleged violation of the HIPAA Rules or any other security or privacy laws.

3. Effect of Termination. Upon termination of this Agreement for any reason, Business Associate agrees to return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, maintained by Business Associate in any form. If Business Associate determines that the return or destruction of PHI is not feasible, Business Associate shall inform Covered Entity in writing of the reason thereof, and shall agree to extend the protections of this Agreement to such PHI and limit further Uses and Disclosures of the PHI to those purposes that make the return or destruction of the PHI not feasible for so long as Business Associate retains the PHI.

E. Miscellaneous.

1. Independent Contractors. It is expressly agreed and stipulated by and between the Parties hereto that Business Associate and Covered Entity are independent contractors, and neither Party shall be deemed or construed to be an agent, servant, or employee of the other or of any affiliates within the meaning of the Workers' Compensation Act of the applicable State.

2. Insurance. Unless greater coverage is required under any other agreement between Covered Entity and Business Associate for the provision of services related to the Contract and this Agreement, Business Associate shall maintain or cause to be maintained the following insurance covering itself and each Subcontractor or agent, if any, through whom Business Associate provides services: (i) a policy of commercial general liability and property damage insurance, and electronic data processing insurance, with limits of liability not less than one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) annual aggregate; and (ii) such other insurance or self-insurance as shall be necessary to insure it against any claim or claims for damages arising under this Agreement or from violating Business Associate's own obligations under the HIPAA Rules, including but not limited to, claims or the imposition of administrative penalties and fines on Business Associate or its Subcontractors or agents, if any, arising from the loss, theft, or unauthorized use or disclosure of PHI. Such insurance coverage shall apply to all site(s) of Business Associate and to all services

provided by Business Associate or any of its Subcontractors or agents under the Contract or this Agreement.

3. Indemnification. To the extent permitted by law, Business Associate agrees to indemnify and hold harmless Covered Entity from and against all claims, demands, liabilities, judgments or causes of action of any nature for any relief, elements of recovery or damages recognized by law (including, without limitation, reasonable attorney's fees, defense costs, and equitable relief) (collectively, "Claims"), for any damage or loss incurred by Covered Entity arising out of, resulting from, or attributable to any negligence, fault or other legal liability of Business Associate or its Subcontractors or agents in connection with the performance of Business Associate's duties under this Agreement. This indemnity shall not be construed to limit Covered Entity's rights, if any, to common law indemnity.

To the extent permitted by law, Covered Entity agrees to indemnify and hold harmless Business Associate from and against all Claims for any damage or loss incurred by Business Associate arising out of, resulting from, or attributable to any negligence, fault or other legal liability of Covered Entity or its Subcontractors or agents in connection with this Agreement. This indemnity shall not be construed to limit Business Associate's rights, if any, to common law indemnity.

The Party receiving indemnification ("Indemnified Party") shall have the option, at its discretion, to employ attorneys selected by it to defend any such action, the reasonable costs and expenses of which shall be the responsibility of the Party providing indemnification (the "Indemnifying Party"). The Indemnified Party shall provide the Indemnifying Party with timely notice of the existence of such proceedings and such information, documents and other cooperation as reasonably necessary to assist the Indemnifying Party in establishing a defense to such action.

These indemnities shall survive termination of this Agreement.

4. Rights of Proprietary Information. Covered Entity retains any and all rights to the proprietary information, confidential information, and PHI it releases to Business Associate. Business Associate aggress that it acquires no title or rights to PHI as a result of the Contract or this Agreement.

5. Survival. The respective rights and obligations of Business Associate under Sections C, D, E.2, E.3, and E.4 of this Agreement shall survive the termination of this Agreement for any reason.

6. Notices. Any notices pertaining to this Agreement shall be given in writing and shall be deemed duly given when personally delivered to a Party or a Party's authorized representative as listed below or sent by means of a reputable overnight carrier, or sent by means of certified mail, return receipt requested, postage prepaid. A notice sent by certified mail shall be deemed given on the date of receipt or refusal of receipt. All notices shall be addressed to the appropriate Party as follows:

{N1013701 -}

If to Glendale: Glendale City Clerk
5850 West Glendale Avenue.
Glendale, Arizona 85301
Telephone: (623) 930-2030

With a Copy to: Glendale City Attorney
5850 West Glendale Avenue.
Glendale, Arizona 85301
Telephone: (623) 930-2930
Fax: (623) 915 2391

If to PHIAM: PHI Air Medical, L.L.C.
2800 N. 44th Street, Suite 800
Phoenix, Arizona 85008
Attn: David Motzkin, President

With a Copy to: PHI Air Medical, L.L.C.
2800 N. 44th Street, Suite 800
Phoenix, Arizona 85008
Attn: Jeff Stanek, Director of Finance

7. Amendments. If any modification to this Agreement is required by HIPAA, the HITECH Act, the HIPAA Rules, or any other federal or state law affecting this Agreement or if Covered Entity reasonably concludes that an amendment to this Agreement is needed because of a change in federal or state law or changing industry standards, Covered Entity shall notify Business Associate of such proposed modification(s) ("Legally-Required Modifications"). Such Legally Required Modifications shall be deemed accepted by Business Associate and this Agreement so amended, if Business Associate does not, within thirty (30) calendar days following the date of the notice (or within such other time period as may be mandated by applicable state or federal law), deliver to Covered Entity its written rejection of such Legally-Required Modifications. If the Parties cannot agree on the effect of any such amendment or interpretation, this Agreement may be terminated upon written notice to the other Party.

8. Choice of Law. This Agreement and the rights and the obligations of the Parties hereunder shall be governed by and construed under the laws of the State of Arizona, without regard to applicable conflict of laws principles.

9. Assignment of Rights and Delegation of Duties. This Agreement is binding upon and inures to the benefit of the Parties hereto and their respective successors and permitted assigns. However, neither Party may assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed.

Notwithstanding any provisions to the contrary, however, Covered Entity retains the right to assign or delegate any of its rights or obligations hereunder to any of its wholly owned subsidiaries, affiliates or successor companies. Assignments made in violation of this provision are null and void.

10. Nature of Agreement. Nothing in this Agreement shall be construed to create (i) a partnership, joint venture or other joint business relationship between the Parties or any of their affiliates, (ii) any fiduciary duty owed by one Party to another Party or any of its affiliates, or (iii) a relationship of employer and employee between the Parties.

11. No Waiver. Failure or delay on the part of either Party to exercise any right, power, privilege or remedy hereunder shall not constitute a waiver thereof. No provision of this Agreement may be waived by either Party except by a writing signed by an authorized representative of the Party making the waiver.

12. Equitable Relief. Business Associate agrees that any disclosure of misappropriation of PHI by Business Associate or its agents or Subcontractors, if any, in violation of this Agreement will cause Covered Entity irreparable harm, the amount of which may be difficult to ascertain. Business Associate therefore agrees that Covered Entity shall have the right to apply to a court of competent jurisdiction for specific performance and/or an order restraining and enjoining Business Associate from any such further Disclosure or Breach, and for such other relief as Covered Entity shall deem appropriate. Such rights are in addition to any other remedies available to Covered Entity at law or in equity.

13. Severability. The provisions of this Agreement shall be severable, and if any provision of this Agreement shall be held or declared to be illegal, invalid or unenforceable, the remainder of this Agreement shall continue in full force and effect as though such illegal, invalid or unenforceable provision had not been contained herein.

14. No Third Party Beneficiaries. Nothing in this Agreement shall be considered or construed as conferring any right or benefit on a person not party to this Agreement nor imposing any obligations on either Party hereto to persons not a party to this Agreement.

15. Headings. The descriptive headings of the articles, sections, subsections, exhibits and schedules of this Agreement are inserted for convenience only, do not constitute a part of this Agreement and shall not affect in any way the meaning or interpretation of this Agreement.

16. Entire Agreement. This Agreement, together with the all Exhibits, Riders and amendments, if applicable, which are fully completed and signed by authorized persons on behalf of both Parties from time to time while this Agreement is in effect, constitutes the entire Agreement between the Parties hereto with respect to the subject matter hereof and supersedes all previous written or oral understandings, agreements,

negotiations, commitments, and any other writing and communication by or between the Parties with respect to the subject matter hereof. In the event of any inconsistencies between any provisions of this Agreement in any provisions of the Exhibits, Riders, or amendments, the provisions of this Agreement shall control.

17. Interpretation. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the HIPAA Rules. In the event of an inconsistency between the provisions of this Agreement and any mandatory provisions of the HIPAA Rules, as amended, the HIPAA Rules shall control. Where provisions of this Agreement are different from those in the HIPAA Rules, as amended, but are nonetheless permitted by the HIPAA Rules, the provisions of this Agreement shall control.

18. Regulatory References. A citation in this Agreement to the Code of Federal Regulations shall mean the cited section as that section may be amended from time to time.

19. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the month, date, and year indicated below, but which shall be deemed effective as of the Effective Date.

PHI AIR MEDICAL, L.L.C.:	**CITY OF GLENDALE:**
By:_____	By:_____
Name: _____	Name: _____
Title: _____	Title: _____
Date:_____	Date:_____

File #: 15-424, **Version:** 1

AUTHORIZATION TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH GREATER PHOENIX ECONOMIC COUNCIL

Staff Contact: Brian Friedman, Director, Economic Development

Purpose and Recommended Action

This is a request for City Council to authorize the Acting City Manager to enter into a professional services agreement with the Greater Phoenix Economic Council (GPEC) for FY 2015-16 in the amount of $102,309 for participation in, and support of, GPEC's regional economic development program to attract quality businesses for our community.

Background

The City of Glendale has had a professional services agreement continuously with GPEC since 1989 reflecting the spirit of regional cooperation and enhancing the city's ability to draw upon the greater region for support of Glendale's economic development initiatives. GPEC promotes the region to a broad variety of national and international companies, and generates editorial reports and advertisements in markets the city could not otherwise secure. GPEC represents Maricopa County and 22 member cities to promote economic development and create jobs for the greater region. In addition, GPEC represents issues on behalf of its members at the Arizona State Legislature and supports multiple member committees with various objectives that serve to make the region more attractive to companies interested in expansion or relocation. Over the past six years, GPEC has expanded their scope of services to include emphasis on foreign direct investment, direct marketing to companies in competitor markets, and competitive policy analysis. GPEC also features individual pages on its website for every member community including Glendale, allowing the city to provide tailored information and uploaded marketing documents. This page provides an introduction and first impression for many in the site selection community

Through this agreement, GPEC will continue to market Glendale and generate qualified business and industry prospects within targeted economic industries including renewable energy, biomedical/personalized medicine, advanced business services, manufacturing and distribution, mission critical data centers, aerospace and aviation, and emerging technology among others industries. In many cases, the prospects elect to work directly with a regional economic council to consider all available options in the region; and, due to the highly competitive nature of these industries, it allows the organizations to remain anonymous. On average, GPEC posts approximately 60 leads per year that are shared exclusively with all member cities for consideration.

Analysis

GPEC calculates the cost of the professional services agreement on a per capita basis for each community. For

FY 2014-15, the per capita rate was $0.4397; the FY2014-15 annual contract cost was $101,619 based on a population estimate of 231,109. GPEC has held the per capita rate steady at $0.4397 for FY2015-16. Glendale's 2014 population estimate is 232,680, making the cost for the FY 2015-16 professional services agreement $102,309. The cost for continuing this agreement was included in the development of the FY 2015 -16 operational budget.

To date this fiscal year GPEC generated a total of 65 leads, and Glendale met the criteria and responded to 37 of those by providing demographic information, letters of interest, or participating in site visits. We currently have GPEC prospects in progress and appreciate our long standing partnership.

Since FY 2007-08, Glendale has successfully located six major corporations that began as GPEC prospects, contributing an estimated 248,300 square feet of development, 865 jobs, and $12.25 million capital investment as shown in the table below. In addition, based on economic impact studies conducted on each of these projects at inception it is estimated that the GPEC locates generate on average $1,098,090 in new annual revenue for the city's General Fund. These projects that Glendale and GPEC collaborated on provide an approximate 10:1 return on investment.

Year	Company	Sq. Ft	Jobs	Capital Investment
2007	Northdown Industries	81,000	50	$ 750,000
2008	In-House Assist	13,000	60	$ 1,000,000
2010	Linimar (SkyJax)	76,000	75	$ 3,500,000
2011	Alaska Federal Credit Union	26,500	80	$ 5,000,000
2013	Zytech	19,000	300	$ 500,000
2013	Terminix	32,800	300	$ 1,500,000
		248,300	**865**	**$12,250,000**

Previous Related Council Action

Council has consistently appropriated funds for membership in GPEC in prior years.

Community Benefit/Public Involvement

The historical return on investment that Glendale has received as a result of this professional services agreement has created a positive direct impact on the city's General Fund revenue. In addition, participation as a GPEC member organization provides greater economic growth within the city by generating prospective leads for new businesses, and ultimately creates more employment opportunities for our citizens thereby enhancing the quality of life for Glendale residents.

Budget and Financial Impacts

Cost	Fund-Department-Account
$102,309	**1000-16025-529000, Memberships & Subscriptions**

Capital Expense? No

powered by Legistar™

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?

powered by Legistar™

AGREEMENT BETWEEN
THE GREATER PHOENIX ECONOMIC COUNCIL
AND THE CITY OF GLENDALE
City Contract No. _____

The City Council of the CITY OF GLENDALE, a municipal corporation (the "City"), has approved participation in and support of the regional economic development program of the GREATER PHOENIX ECONOMIC COUNCIL ("GPEC"), an Arizona non-profit corporation. The purpose of this agreement ("Agreement") is to set forth the regional economic development program that GPEC agrees to undertake, the support that the City agrees to provide, the respective roles of GPEC and the City and the payments of the City to GPEC for the fiscal year July 1, 2015 - June 30, 2016.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the CITY and GPEC agree as follows:

I. RESPONSIBILITIES OF GPEC

A. **MISSION:** GPEC works to attract quality businesses to the Greater Phoenix Region from around the world, and advocate and champion foundational effects to improve the region's competitiveness.

B. **GOALS**: GPEC is guided by and strategically focused on two specific long-range goals:

1. Marketing the region to generate qualified business/industry prospects in targeted economic clusters.

2. Leveraging public and private allies and resources to locate qualified prospects, improve overall competitiveness, and sustain organizational vitality.

C. **RETENTION AND EXPANSION POLICY:**

1. GPEC's primary role is developing the Greater Phoenix region's market intelligence strategy for high wage, base industry clusters in coordination with representatives of GPEC member communities.

2. Retention and expansion of existing businesses within GPEC member communities is primarily a local issue.

3. GPEC will support its member communities' efforts to retain and expand existing businesses through coordinating regional support and providing research on key retention and expansion projects.

4. GPEC will advise its member communities when an existing company contacts GPEC regarding a retention or expansion issue, subject to any legal or contractual non-disclosure obligations.

D. **ACTION PLAN AND BUDGET:** In accordance with the Mission, Goals and Retention Policy set forth above and subject to the availability of adequate funding, GPEC shall implement the Action Plan and Budget adopted by GPEC's Board of Directors, a copy of which has been delivered to the City, receipt of which is hereby acknowledged. A copy of the Action Plan is attached hereto as **Exhibit A** ("GPEC Action Plan"). The City shall be informed of any changes in the adopted Action Plan which will materially affect or alter the priorities established therein. Such notification will be in writing and will be made prior to implementation of such changes. Notwithstanding the

foregoing, the City acknowledges and agrees that GPEC may, in its reasonable judgment in accordance with its own practices and procedures, substitute, change, reschedule, cancel or defer certain events or activities described in the Action Plan as required by a result of changing market conditions, funding availability, unforeseen expenses or other circumstances beyond GPEC's reasonable control. GPEC shall solicit the input of the City on the formulation of future marketing strategies and advertisements. The Action Plan will be revised to reflect any agreed upon changes to the Action Plan.

E. PERFORMANCE TARGETS:

1. Specific performance targets, established by GPEC's Executive Committee and Board of Directors, are attached hereto as **Exhibit B** ("GPEC Performance Measures") and shall be used to evaluate and report progress on GPEC's implementation of the Action Plan. In the event of changing market conditions, funding availability, unforeseen expenses or other circumstances beyond GPEC's reasonable control, these performance targets may be revised with the City's prior written approval, or with the prior written approval of a majority of the designated members of GPEC's Economic Development Directors Team ("EDDT"). GPEC will provide monthly reports to the City discussing in detail its progress in implementing the Action Plan as well as reporting the numerical results for each performance measurement set forth in Exhibit B. GPEC shall provide a copy of its annual external audit for the preceding fiscal year to the City no later than December 31, 2015.

2. In the case of any benchmark which is not met, GPEC will meet with the EDDT to provide an explanation of the relevant factors and circumstances and discuss the approach to be taken in order to achieve the target(s). Failure to meet a performance target will not, by itself, constitute an event of default hereunder unless GPEC (i) fails to inform the City of such event or (ii) fails to meet with EDDT to present a plan for improving its performance during the balance of the term of the Agreement will constitute an event of default for which the City may terminate this Agreement pursuant to paragraph IV.J. below.

II. RESPONSIBILITIES OF THE CITY

A. STAFF SUPPORT OF GPEC EFFORTS: The City shall provide staff support to GPEC's economic development efforts as follows:

1. The City shall respond to leads or prospects referred by GPEC in a professional manner within the time frame specified by the lead or prospect if the City desires to compete and if the lead is appropriate for the City. When available, the City agrees to provide its response in the format developed jointly by EDDT and GPEC;

2. The City shall provide appropriate local hospitality, tours and briefings for prospects visiting sites in the City;

3. The City shall provide an official economic development representative to represent the City on the EDDT, which advises GPEC's President and CEO;

4. The City shall cooperate in the implementation of GPEC/EDDT process improvement recommendations including the use of common presentation formats, exchange of information on prospects with GPEC's staff, the use of shared data systems, land and building data bases and private sector real estate industry interfaces;

5. The City shall use its best efforts to respond to special requests by GPEC for particularized information about the City within three business days after the receipt of such request;

6. In order to enable GPEC to be more sensitive to the City's requirements, the City shall, at its sole option, deliver to GPEC copies of any City approved economic development strategies, work plan, programs and evaluation criteria. GPEC shall not disclose the same to the other participants in GPEC or their representatives;

7. The City shall utilize its best good faith efforts to cause an economic development professional representing the City to attend all marketing events and other functions to which the City has committed itself; and

8. The City agrees to work with GPEC to improve the City's competitiveness and market readiness to support the growth and expansion of the targeted industries as identified for the City in **Exhibit C** ("Targeted Industries").

B. RECOGNITION OF GPEC: The City agrees to recognize GPEC as the City's officially designated regional economic development organization for marketing the Greater Phoenix region.

III. ADDITIONAL AGREEMENTS OF THE PARTIES

A. PARTICIPATION IN MARKETING EVENTS AND PROVISION OF TECHNICAL ASSISTANCE: Representative(s) of the City shall be entitled to participate in GPEC's marketing events provided that such participation shall not be at GPEC's expense. When requested and appropriate, GPEC will use its best efforts to provide technical assistance and support to City economic development staff for business location prospects identified and qualified by the City and assist the City with presentations to the prospect in the City or their corporate location.

B. COMPENSATION:

1. The City agrees to pay **$102,309.00** for services to be provided by GPEC pursuant to the Agreement during the fiscal year ending on June 30, 2016, as set forth in this Agreement. This amount is based on approximately $.4397 per capita, based upon the 2014 Office of Employment and Population Statistics, Arizona Department of Administration population estimates, which listed the City as having a population of **232,680**. The payment by the City may, upon the mutual and discretionary approval of the board of directors of GPEC and the City Council, be increased or decreased from time to time during the term hereof in accordance with the increases or decreases of general application in the per capita payments to GPEC by other municipalities which support GPEC.

2. Funding of this Agreement shall be subject to the annual appropriations of funds for this activity by the City Council pursuant to the required budget process of the City.

3. Nothing herein shall preclude the City from contracting separately with GPEC for services to be provided in addition to those to be provided hereunder, upon terms and conditions to be negotiated by the City and GPEC.

4. GPEC shall submit invoices for payment on a quarterly basis. The foregoing notwithstanding, if GPEC has not provided the City with the audit required pursuant to paragraph I.E. above no later than December 31, 2015, no payments shall be made hereunder until the City receives the audit report. Invoices and monthly activity reports, substantially in the form of **Exhibit D** ("Reporting Mechanism for Contract Fulfullment") attached hereto, are to be submitted to the address listed under paragraph IV.P.

C. **COOPERATION:**

1. The parties acknowledge that GPEC is a cooperative organization effort among GPEC and its member communities. Accordingly, the City and GPEC covenant and agree to work together in a productive and harmonious manner, to cooperate in furthering GPEC's goals for the 2015-2016 fiscal year. The City and GPEC further covenant and agree to comply with the Regional Cooperation Protocol, attached hereto as **Exhibit F**, in all material respects.

2. The City agrees to work with GPEC, as necessary or appropriate, to revise the performance measures, and/or benchmarks, and/or goals for the FY 2016-2017 contract.

3. The City agrees to work with GPEC during the FY2015-2016 program year to develop a revised public sector funding plan, including a regional allocation formula for FY2016-2017, if determined to be necessary or appropriate.

IV. GENERAL PROVISIONS

A. **COVENANT AGAINST CONTINGENT FEES:** GPEC warrants that no person or selling agent has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. For a breach or violation of this warranty, the City shall have the right to terminate this Agreement without liability or, in its discretion, to deduct the commission, brokerage or contingent fee from its payment to GPEC.

B. **PAYMENT DEDUCTION OFFSET PROVISION:** GPEC recognizes the provisions of the City Code of the City of Glendale which require and demand that no payment be made to any contractor as long as there is any outstanding obligation due to the City, and directs that any such obligation be offset against payment due to GPEC.

C. **ASSIGNMENT PROHIBITED:** No party to this agreement may assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation pursuant to this Agreement shall be void and no effect.

D. **INDEPENDENT CONTRACTOR; NO AGENCY:** Nothing contained in this Agreement creates any partnership, joint venture or agency relationship between the City and GPEC. At all times during the term of this Agreement, GPEC shall be an independent contractor and shall not be an employee of City. City shall have the right to control GPEC only insofar as to the results of GPEC's services rendered pursuant to this Agreement. GPEC shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. GPEC shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

E. **INDEMNIFICATION AND HOLD HARMLESS:**

1. During the term of this Agreement, GPEC shall indemnify, defend, hold, protect and save harmless the City and any and all of its Council members, officers and employees from and against any and all actions, suits, proceedings, claims and demands, loss, liens, costs, expense and liability of any kind and nature whatsoever, for injury to or death of persons, or damage to property, including property owned by City, brought, made, filed against, imposed upon or sustained by the City, its officers, or employees in and arising from or attributable to or caused directly or indirectly by the negligence, wrongful acts, omissions or from operations conducted by GPEC, its directors, officers, agents or employees acting on behalf of GPEC.

2. Any party entitled to indemnity shall notify GPEC in writing of the existence of any claim, demand or other matter to which GPEC's indemnification obligations would apply, and shall give to GPEC a reasonable opportunity to defend the same at its own expense and with counsel reasonably satisfactory to the indemnified party.

3. Nothing in this Subsection E shall be deemed to provide indemnification to any indemnified party with respect to any liabilities arising from the fraud, negligence, omissions or willful misconduct of such indemnified party.

F. **INSURANCE:** GPEC shall procure and maintain for the duration of this Agreement, at GPEC's own cost and expense, insurance against claims for injuries to persons or damages to property which may arise from or in connection with this Agreement by GPEC, its agents, representatives, employees or contractors, in accordance with the Insurance Requirements set forth in **Exhibit E** ("Insurance Requirements"), attached hereto. The City acknowledges that it has received and reviewed evidence of GPEC's insurance coverage in effect as of the execution of this Agreement.

G. **GRATUITIES.** The City may, by written notice to GPEC, terminate the right of GPEC to proceed under this Agreement upon one (1) calendar day notice, if it is found that gratuities in the form of entertainment, gifts, or otherwise were offered or given by GPEC, or any agent or representative of GPEC, to any officer or employee of the City with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performance of such contract; provided that the existence of the facts upon which the City makes such findings shall be an issue and may be reviewed in any competent court. In the event of such termination, the City shall be entitled to pursue all legal and equitable remedies against GPEC available to the City.

H. **EQUAL EMPLOYMENT OPPORTUNITY.** During the performance of this Agreement, GPEC agrees as follows:

1. GPEC will not discriminate against any employee or applicant for employment because of race, color, religion, gender, sexual orientation, national origin, age or disability. GPEC shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, gender, sexual orientation, national origin, age or disability. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. GPEC agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

2. GPEC will, in all solicitations or advertisements for employees place by or on behalf of GPEC, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, gender, sexual orientation, national origin, age or disability.

3. GPEC will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement, provided that the foregoing provisions shall not apply to agreements or subcontracts for standard commercial supplies or new materials.

4. Upon request by the City, GPEC shall provide City with information and data concerning action taken and results obtained in regard to GPEC's Equal Employment Opportunity efforts performed during the term of this Agreement. Such reports shall be accomplished upon forms furnished by the City or in such other format as the City shall prescribe.

I. **COMPLIANCE WITH FEDERAL AND STATE LAWS REQUIRED.** GPEC understands and acknowledges the applicability of the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989 and agrees to comply therewith in performing under any resultant agreement and to permit City inspection of its records to verify such compliance.

1. GPEC, and on behalf of any subcontractor GPEC has engaged to perform work for the City under this Agreement, warrants, to the extent applicable under A.R.S. § 41-4401, compliance with all applicable federal immigration laws and regulations that relate to its employees as well as compliance with A.R.S. § 23-214(A) which requires registration and participation with the E-Verify Program.

2. GPEC understands and acknowledges that any breach of warranty under subsection I(1) above is considered a material breach of this Agreement and is subject to penalties up to and including termination of this Agreement.

3. The City retains the legal right to inspect the papers of GPEC or any subcontractor who performs work for the City under this Agreement to ensure that GPEC or any such subcontractor is compliant with the warranty under subsection I(1) above.

4. City may conduct random inspections, and upon request of the City, GPEC shall provide copies of papers and records demonstrating continued compliance with the warranty under subsection I(1) above. GPEC agrees to keep papers and records available for inspection by the City during normal business hours and will cooperate with City in the City's exercise of its statutory duties and not deny access to GPEC's business premises or applicable papers or records for the purposes of enforcement of this subsection.

5. GPEC agrees to incorporate into any subcontracts in performance of work under this Agreement the same obligations imposed upon itself and expressly accrue those obligations directly to the benefit of the City. GPEC also agrees to require any such subcontractor to incorporate into each of its own subcontracts in performance of work under this Agreement the same obligations above and expressly accrue those obligations to the benefit of the City.

6. GPEC's warranty and obligations under this entire subsection I to the City is continuing throughout the term of this Agreement or until such time as the City determines, in its sole discretion, that Arizona law has been modified in that compliance is no longer a requirement.

7. The "E-Verify Program" above means the employment verification program administered by the United States Department of Homeland Security, the Social Security Administration, or any successor program.

8. GPEC certifies, under A.R.S. §§ 35-391 et seq., and 35-393 et seq., that it does not have "scrutinized" business operations, as defined in the preceding statutory sections, in the countries of Sudan or Iran.

J. **TERMINATION.** City shall have the right to terminate this Agreement if GPEC shall fail to duly perform, observe or comply with any covenant, condition or agreement on its part under this Agreement and such failure continues for a period of 30 days (or such shorter period as may be expressly provided herein) after the date on which written notice requiring the failure to be remedied shall have been given to GPEC by the City; provided, however, that if such performance, observation or compliance requires work to be done, action to be taken or conditions to be remedied which, by their nature, cannot reasonably be accomplished within 30 days, no event of default shall be deemed to have occurred or to exist if, and so long as, GPEC shall commence such

action within that period and diligently and continuously prosecute the same to completion within 90 days or such longer period as the City may approve in writing. The foregoing notwithstanding, in the event of circumstances which render GPEC incapable of providing the services required to be performed hereunder, including, but not limited to, insolvency or an award of monetary damages against GPEC in excess of its available insurance coverage and assets, the City may immediately and without further notice terminate this Agreement.

K. **RESPONSIBILITY FOR COMPLIANCE WITH LEGAL REQUIREMENTS.** GPEC's performance hereunder shall be in material compliance with all applicable federal, state and local health, environmental, and safety laws, regulations, standards, and ordinances in effect during the performance of this Agreement.

L. **INSTITUTION OF LEGAL ACTIONS.** Any legal actions instituted pursuant to this Agreement must be filed in the county of Maricopa, State of Arizona, or in the Federal District Court in the District of Arizona. In any legal action, the prevailing party in such action will be entitled to reimbursement by the other party for all costs and expenses of such action, including reasonable attorneys' fees as may be fixed by the Court.

M. **APPLICABLE LAW.** Any and all disputes arising under any Agreement to be awarded hereunder or out of the proposals herein called for, which cannot be administratively resolved, shall be tried according to the laws of the State of Arizona, and GPEC shall agree that the venue for any such action shall be in the State of Arizona.

N. **CONTINUATION DURING DISPUTES.** GPEC agrees that, notwithstanding the existence of any dispute between the parties, each party shall continue to perform the obligations required of it during the continuation of any such dispute, unless enjoined or prohibited by an Arizona court of competent jurisdiction.

O. **CITY REVIEW OF GPEC RECORDS.** GPEC must keep all Agreement records separate and make them available for audit by City personnel upon request.

P. **NOTICES.**

1. Any notice, consent or other communication required or permitted under this Agreement shall be in writing and shall be deemed received at the time it is personally delivered, on the day it is sent by facsimile transmission, on the second day after its deposit with any commercial air courier or express service or, if mailed, three (3) days after the notice is deposited in the United States mail addressed as follows:

If to City:

Brian Friedman
Economic Development Director
City of Glendale
5850 West Glendale Avenue
Glendale, Arizona 85301
Phone: (623) 930-2984

with a copy to:

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

If to GPEC: Chris Camacho
President and Chief Executive Officer
Greater Phoenix Economic Council
Two North Central Avenue, Suite 2500
Phoenix, Arizona 85004-4469
Phone: (602) 256-7700
FAX: (602) 256-7744

2. Any time period stated in a notice shall be computed from the time the notice is deemed received. Either party may change its mailing address or the person to receive notice by notifying the other party as provided in this subsection.

Q. **TRANSACTIONAL CONFLICT OF INTEREST.** All parties hereto acknowledge that this Agreement is subject to cancellation by the City pursuant to the provisions of Section 38-511, Arizona Revised Statutes.

R. **NONLIABILITY OF OFFICIALS AND EMPLOYEES.** No member, official or employee of the City will be personally liable to GPEC, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to GPEC or successor, or on any obligation under the terms of this Agreement. No member, official or employee of GPEC will be personally liable to the City, or any successor in interest, in the event of any default or breach by the GPEC or for any amount which may become due to the City or successor, or on any obligation under the terms of this Agreement.

S. **NO WAIVER.** Except as otherwise expressly provided in this Agreement, any failure or delay by any party in asserting any of its rights or remedies as to any default, will not operate as a waiver of any default, or of any such rights or remedies, or deprive any such party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

T. **SEVERABILITY.** If any provision of this Agreement shall be found invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement will not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law, provided that the fundamental purposes of this Agreement are not defeated by such severability.

U. **CAPTIONS.** The captions contained in this Agreement are merely a reference and are not to be used to construe or limit the text.

V. **NO THIRD PARTY BENEFICIARIES.** No creditor of either party or other individual or entity shall have any rights, whether as a third-party beneficiary or otherwise, by reason of any provision of this Agreement.

W. **ENTIRE AGREEMENT, WAIVERS AND AMENDMENTS.**

1. This Agreement may be executed in up to three (3) duplicate originals, each of which is deemed to be an original. This Agreement, including nine (9) pages of text and the below-listed exhibits which are incorporated herein by this reference, constitutes the entire understanding and agreement of the parties.

Exhibit A - GPEC Action Plan
Exhibit B - GPEC Performance Measures
Exhibit C - Targeted Industries
Exhibit D - Reporting Mechanism for Contract Fulfillment

Exhibit E - Insurance Requirements
Exhibit F – Regional Cooperation Protocol

2. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the subject matter hereof.

3. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of the City or GPEC, and all amendments hereto must be in writing and signed by the appropriate authorities of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed the Agreement this _____ day of _____, 2015.

CITY OF GLENDALE, an Arizona municipal corporation

_____
Richard Bowers, acting City Manager

ATTEST:

_____
Pamela Hanna, City Clerk (SEAL)

APPROVED AS TO FORM:

_____
Michael Bailey, City Attorney

GREATER PHOENIX ECONOMIC COUNCIL,
an Arizona nonprofit corporation

_____
Chris Camacho
President & Chief Executive Officer

EXHIBIT A

FY2016 ACTION PLAN

ARCHITECTING THE FUTURE

ARCHITECTING THE FUTURE

FY 2016 ACTION PLAN

Greater Phoenix
ECONOMIC COUNCIL

FY 16 ACTION PLAN

GPEC MISSION

Attract quality businesses to the Greater Phoenix region from around the world, and advocate and champion foundational efforts to improve the region's competitiveness.

EXECUTIVE SUMMARY

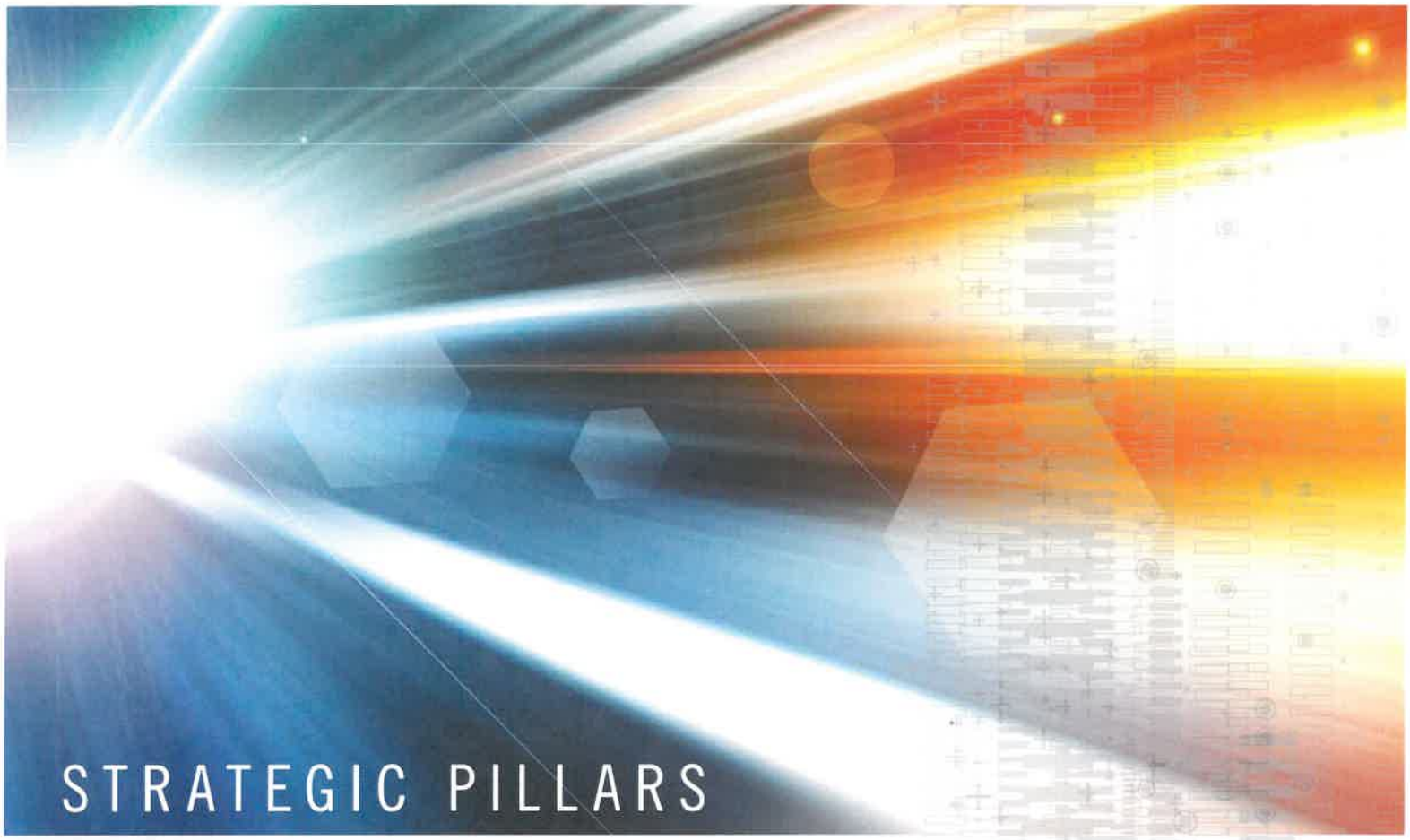
Through a true public-private partnership, the Greater Phoenix Economic Council (GPEC) continues to lead the nation as a best-in-class economic development organization. The collaborative results of regionalism combined with cutting-edge analytics positions GPEC to engineer the future of the Greater Phoenix economy in unprecedented ways. The launch of the Competitiveness Council will bring new voices to the table to join the conversation in shaping the future economy. In-depth market analysis and digital marketing tactics will shed light on the value and desirability of the market. And sophisticated market intelligence will continue to highlight the region's strengths and promote our communities. Going into fiscal year 2016, GPEC's pipeline is stronger than ever, its marketing and communications efforts are elevating the regional brand, and new leadership has invigorated the organization and the community with new direction and aspirational goals. We are excited for the next era of GPEC, and invite you to join us as we architect the future of Greater Phoenix.

WHAT TO EXPECT IN THE FOLLOWING PAGES

FY15 MILESTONES
Momentum gained in the last year — select achievements and key benchmarks

FY16 ACTION ITEMS
Sample of activities that adhere to a five-year vision and result in progress

DRIVES THESE FY16 METRICS
Shows relationship between action items and annual performance goals



STRATEGIC PILLARS

As approved by GPEC's Board of Directors in FY11, these strategic pillars will guide the organization's fiscal year activities, and by 2016, lead to the following vision statements:

STRATEGIC PILLAR	BY 2016
Market Intelligence	GPEC's market intelligence model will be best-in-class.
Next Generation	GPEC will elevate Greater Phoenix as a leading center of emerging technologies.
Attraction	GPEC will maintain its reputation as a credible, respectable and "go to" organization.
International	GPEC's foreign direct investment approach will be a national best practice.
Regional Brand	GPEC will successfully define Greater Phoenix as a region that is forward-thinking, innovative and business-friendly.
GPEC Brand	GPEC will be the nation's premier agency and leader in the economic development realm. In Arizona, GPEC will be the principal leadership organization.
Capital Markets / Venture Formation	GPEC will develop a science and technology-based fund that will drive regional innovation activity.

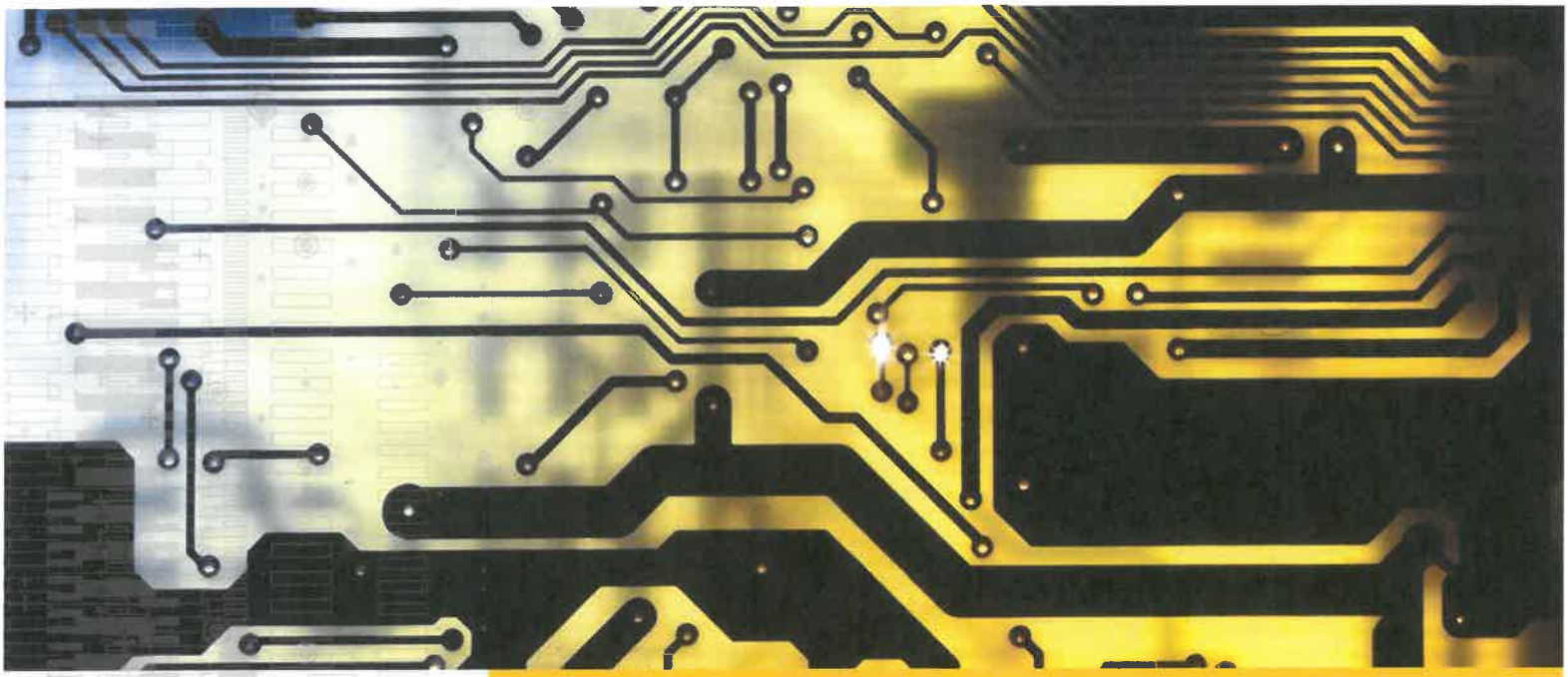
METRICS

METRIC	THRESHOLD	TARGET	STRETCH
PAYROLL GENERATED	$205.48 M	$226.03 M	$248.63 M
NUMBER OF JOBS	4,794	5,273	5,801
HIGH-WAGE JOBS	2,493	2,742	3,016
AVERAGE HIGH-WAGE SALARY	$51,574	$57,304	$63,034
QUALIFIED PROSPECTS	210	231	254
QUALIFIED INTERNATIONAL PROSPECTS	37	41	45
EMERGING TECH ASSISTS	10	12	14
REACH OF EDITORIAL PLACEMENTS	275 M	302 M	332 M

BUDGET

JULY 1, 2015 - JUNE 30, 2016

REVENUES	FY 2015 FORECAST	% OF TOTAL	FY 2016 BUDGET	% OF TOTAL	FY 2015 BUDGET	$ CHANGE	CHANGE
Public Funds	$2,244,000	40.9%	$2,271,100	40.6%	$2,246,500	$24,600	1.1%
Private Funds	2,400,000	43.7%	2,600,000	46.5%	2,550,000	50,000	2.0%
New Pledge Revenue	225,000	4.1%	250,000	4.5%	250,000	-	0.0%
In-Kind Pledges	59,000	1.1%	77,000	1.4%	59,400	17,600	29.6%
Events & Programs	221,000	4.0%	150,000	2.7%	165,000	(15,000)	(9.1%)
Sponsorships	86,000	1.6%	25,000	0.4%	100,000	(75,000)	(75.0%)
Grant Income	250,000	4.6%	212,900	3.8%	-	212,900	100.0%
Other	7,000	0.1%	2,500	0.0%	3,300	(800)	(24.2%)
Total Revenues	**$5,492,000**	**100.0%**	**$5,588,500**	**100.0%**	**$5,374,200**	**$214,300**	**4.0%**
OPERATING EXPENDITURES							
Business Development	419,000	8.2%	416,400	7.7%	434,200	(17,800)	(4.1%)
Marketing	209,000	4.1%	304,100	5.6%	258,500	45,600	17.6%
Research & Strategy	265,000	5.2%	283,000	5.2%	265,100	17,900	6.8%
External Relations	84,000	1.6%	95,200	1.8%	94,400	800	0.8%
Resource Management	200,000	3.9%	240,900	4.5%	199,700	41,200	20.6%
Personnel	2,976,000	58.3%	3,230,400	59.9%	3,295,100	(64,700)	(2.0%)
Facilities	441,000	8.6%	454,900	8.4%	447,400	7,500	1.7%
In-Kind	59,000	1.2%	77,000	1.4%	59,400	17,600	29.6%
Events & Programs	251,000	3.6%	140,000	2.6%	205,000	(65,000)	(31.7%)
Total Operarting Expenditures	4,904,000	96.1%	5,241,900	97.2%	5,258,800	(16,900)	-0.3%
NON-OPERATING EXPENDITURES							
Grant Expenses	200,000	3.9%	152,500	2.8%	-	152,500	100.0%
Total Expenses	**$5,104,000**	**100.0%**	**$5,394,400**	**100.0%**	**$5,258,800**	**$135,600**	**2.6%**
Net Gain (Loss)	**$388,000**		**$194,100**		**$115,400**	**$78,700**	
Less: Capital Expenditures	(14,000)		(95,000)		(10,000)	(85,000)	
Amortization of Deferred Rent	(58,000)		(63,600)		(57,700)	(5,900)	
Amortization of Capital Leases	(15,000)		(10,500)		-	(10,500)	
Add: Depreciation	37,000		50,300		31,000	19,300	
Changes from Operating Activities	(358,000)		12,400		(6,600)	19,000	
Net Cash Flows	(20,000)		87,700		72,100	15,600	
Beginning Cash	1,785,000		1,765,000		1,685,000	80,000	
Ending Cash	**$1,765,000**		**$1,852,700**		**$1,757,100**	**$95,600**	



BUSINESS DEVELOPMENT

CREATE AND MAINTAIN HIGH-QUALITY JOBS AND INVESTMENT
through targeted, direct selling

PROACTIVELY PURSUE THE BEST PROJECTS
that meet community and regional objectives

FY 15 MILESTONES

☑ SEEK INVESTMENT TO ACCELERATE DEVELOPMENT AND COMMUNITY PLANNING

Working together, GPEC's Economic Development Directors Team and the Community Building Consortium identified key assets in the region for investment promotion through a REIT/developer task force. GPEC's business development team targeted and attended conferences with leaders in national real estate and development. Building a network of development influencers, GPEC integrated development executives and capital managers into the standard sales mission process which includes site selection consultants, tenant representative brokers and corporate real estate executives promoting the assets of the region.

☑ HOST NATIONAL AND INTERNATIONAL ROAD SHOWS

GPEC successfully hosted road shows in San Francisco, San Jose and Washington, DC. Led by mayors and county supervisors, GPEC convened key executives to demonstrate the investment and supply chain opportunities available in Greater Phoenix.

☑ PLACE A RAZOR-SHARP FOCUS ON CALIFORNIA

The business development team led more than twenty missions into California, targeting high growth technology companies, advanced manufacturing operations and logistics users. The sales missions were part of an aggressive strategy to bolster direct lead-generation through engagement with key multipliers and industry executives. California expansions remain a top source of prospects for GPEC.

FY 16 ACTION ITEMS

ACTION ITEM →	IMPLEMENTATION PLAN	DRIVES THESE FY16 METRICS	SUPPORTS THESE STRATEGIC PILLARS
Accelerate California Technology, Corporate Headquarters and Manufacturing Opportunities →	California continues to generate the majority of prospects. As such, GPEC will target advanced manufacturing, distribution and technology companies, as well as key multipliers, REITs, venture capitalists and corporate real estate executives in California, through strategic marketing efforts and direct engagement with companies with California corporate headquarters.	Pipeline of qualified prospects Pipeline of qualified international prospects Total number of jobs created Payroll generated Average high-wage salary Number of high-wage jobs created Stakeholder satisfaction with business attraction	Attraction International Regional Brand **GPEC Brand**
Host National and International Road Shows →	Following the success of road shows in Silicon Valley, Vancouver, and San Francisco, GPEC will execute three missions with major events, to be led by the region's mayors and Maricopa County Supervisors. Supported by GPEC investors, the organization will convene key executives and multipliers and demonstrate the regional value proposition to targeted industry leaders.		
Expand FDI Activities in Canada and Enhance Efforts in the United Kingdom and Western Europe and Support Efforts in Mexico →	Following successful missions into Toronto, GPEC will expand its efforts in the Ontario Province while evaluating additional opportunities in Eastern Canada. In addition, the UK is predicted to be the fastest growing economy of the G7, and its economic growth, along with its strong financial services and technology sectors, make it an ideal target for FY16 efforts. Both the UK and Western Europe will be approached through conferences and sales missions, leveraging U.S.-based relationships that have been built over the last two fiscal years. GPEC will continue to support state and city's efforts to strengthen relationships and commerce between Arizona and Mexico.		
Progress Corporate 100 Program →	Last year, GPEC identified and began to profile the top 100 employers in the Greater Phoenix region, not headquartered in Arizona. This year, GPEC will accelerate efforts to profile these companies and continue establishing relationships between local community leadership and companies' national leadership in order to mitigate potential contraction, as well as identify areas of opportunity for new growth and expansion.		
Solidify Reputation as Best-in-Class Economic Development Organization →	By expanding its visitation program with site selection consultants and multipliers (e.g., law firms, financial institutions), GPEC will continue to solidify its reputation as a best-in-class economic development organization. In addition, top site selection consultants will evaluate the services provided by GPEC's business development team, including the use of advanced labor analytics and cost analysis tools, relative to other market leaders nationally.		

COMPETITIVENESS

GUIDE NEW, STRATEGIC BUSINESS OPPORTUNITIES
through geographic and industry trend analyses

EVALUATE TARGETED, SOUND ECONOMIC DEVELOPMENT PROGRAMS
that enhance regional and state competitiveness

FY 15 MILESTONES

☑ LAUNCH VELOCITY

Velocity has launched with an Interim Board of Directors led by regional business and civic leaders. With guidance from the advisory committee, the Velocity Board began the process of forming an independent 501(c)3 and developing a communication strategy.

☑ EXECUTE GLOBAL CITIES INITIATIVE

Through participation in the Brookings' Global Cities Initiative, the region's export plan was created. The plan will be operationalized with the assistance from the Arizona Small Business Association. Among the first steps in the implementation will be grant development and fundraising, marketing and communication, and creation of Metro Phoenix Export Alliance.

☑ CONVENE EXECUTIVE MISSION TO WASHINGTON D.C.

in May, GPEC led a mission of more than 50 executives, mayors and county supervisors from around the state to Washington, DC for the organization's biennial mission to the nation's capitol. Focusing on workforce development, entrepreneurship and innovation, international investment and trade and aerospace and defense, GPEC met with the state's congressional delegation and influential leaders to discuss the region's competitiveness.

FY 16 ACTION ITEMS

ACTION ITEM →	IMPLEMENTATION PLAN
Operationalize a Council on Competitiveness →	Executives of key regional industries will convene and use data analysis and best practices to make policy recommendations that will lead to an improvement in the region's competitive position.
Elevate Community Partnership Program →	GPEC will continue to evolve the Community Partnership Program, broadening the scope to holistic economic development approaches. In FY16, GPEC will work closely with the economic development directors and civic leadership, engaging and reinforcing regionalism as an effective framework for achieving economic prosperity for all communities.
Launch High-Impact Districts Strategy →	GPEC will look to the density of economic activity in the region, with the aim of analyzing current concentrations and existing assets to profile "High-Impact Districts" and their surrounding areas. GPEC will collaborate with MAG and communities on data analytics, which will support marketing, strategic planning and policy development around growing these districts.
Perfect Market Intelligence Platform →	GPEC will build on the proven market intelligence model, which focuses on expanding industry analysis and the Corporate 100 program. Update the aerospace and defense analysis and assess the continuing impact of sequestration on the industry. GPEC will formalize its market intelligence strategy as a regional business retention and expansion model in collaboration with the chambers and other organizations.
Support Velocity Implementation →	GPEC will continue to engage and support successful implementation of Velocity, which includes operations and governance, the launch of early-stage projects, and communications and outreach.

DRIVES THESE FY16 METRICS

Pipeline of qualified prospects

Average high-wage salary

Emerging technology assists

Competitive position progress

SUPPORTS THESE STRATEGIC PILLARS

Market Intelligence

Next Generation

Attraction

International

Regional Brand

GPEC Brand

Capital Markets / Venture Formation

MARKETING & COMMUNICATIONS

MARKET AND PROMOTE THE REGION'S STRENGTHS AND ASSETS
in new markets using non-traditional tools

CONTINUE TO POSITION GPEC AS A RELIABLE RESOURCE
for stakeholders, policy-makers, citizens and media on key economic development issues

FY 15 MILESTONES

☑ TARGETED LEAD-GENERATION FOR BUSINESS DEVELOPMENT

A beta-test of a digital lead-gen campaign was executed, allowing GPEC to analyze the behavior of leads to determine what they are trying to identify, how they search, and their preferred method of interaction. The results led to new leads, prospects and locates. A California microsite plan was developed and will be launched in FY16.

☑ PROMOTE COUNTY COMPETES

Partnering with Maricopa County, GPEC developed a content-specific marketing presence to raise awareness among clients on the County's proactive and rapid willingness to meet business needs. The website is being marketed to site selections consultants, key industry executives and serves as a resource for active GPEC clients.

☑ SUPPORT SUPER BOWL XLIX

Targeting the C-Suite of global companies, GPEC supported the Super Bowl Host Committee and Arizona Commerce Authority to host 60 top executives to the region during Super Bowl XLIX. The four-day program showcased business, innovation and lifestyle opportunities that exist in Greater Phoenix and facilitated dialogue among the region's CEOs and community leaders with key executives from major brand enterprises.

FY 16 ACTION ITEMS

ACTION ITEM →	IMPLEMENTATION PLAN
Create a Microsite for California →	GPEC will use strategically-created content and messaging to elevate the regional brand in California markets. Content will influence prospects at key points in their expansion plans, ultimately fueling leads into GPEC's pipeline and directing them to our California microsite with highly-targeted content.
Host In-bound National Media Tour →	GPEC will host leading print and broadcast media, inviting them to tour the Greater Phoenix region. The purpose of these tours will be to showcase the pro-business climate that exists in Arizona, as well as to promote the community vibrancy, diversity and economic character of GPEC's member communities.
Scale Digital Media Strategy →	GPEC will develop regular content on economic development and related industry topics through various social media platforms. The content will be further disseminated through digital ambassadors to promote GPEC as a thought leader in economic development. The strategy is designed to dramatically extend GPEC's media reach.
Construct a Digital Warehouse →	GPEC will create a digital warehouse of GPEC collateral and data to better facilitate business development efforts. The repository will serve as an evolving library to ensure that marketing materials and other key information are current, and easily accessible from any device.
Enhance GPEC's Website with Smart Integration →	The design and content of GPEC's website will be updated to better showcase the organization's advanced analytics capabilities and the region's overall value proposition. The site will be more responsive, take advantage of user-experience best practices and interface with an enhanced customer relationship management software, allowing the organization to better identify and track leads for business attraction.

DRIVES THESE FY16 METRICS

Pipeline of qualified prospects

Pipeline of international prospects

Total reach of editorial placements

SUPPORTS THESE STRATEGIC PILLARS

Attraction

Regional Brand

GPEC Brand

STAKEHOLDER ENGAGEMENT

LEADERSHIP COUNCILS AND ADVISORY GROUPS

The collective professional expertise of GPEC's councils and advisory groups helps shape the organization's key initiatives, leverages connections to further business development and competitiveness efforts, and supports implementation of programs.

COMPETITIVENESS COUNCIL*
Executives of key regional industries will convene and use data analysis and best practices to make policy recommendations that will lead to an improvement in the region's competitive position.

COMMUNITY BUILDING CONSORTIUM*
Applies collective commercial real estate experience to help capture business development opportunities and increase the region's transactional capabilities.

ECONOMIC DEVELOPMENT DIRECTORS TEAM
Advises CEO and staff on local economic development trends, offers insight on pulse of city/town council and partners with GPEC to finalize location decisions.

GPEC NEXT LEADERSHIP COUNCIL*
Ensures the organization operates in a model that is innovative, integrated and proactive.

HEALTHCARE LEADERSHIP COUNCIL*
Works to advance a healthcare initiative for the region and establish Greater Phoenix as a center of excellence anchored by innovative assets and world-class leadership.

INTERNATIONAL LEADERSHIP COUNCIL*
Advises on the direction and implementation of GPEC's foreign direct investment efforts, and provides guidance to increase program impacts.

MAYORS AND SUPERVISORS COUNCIL
Convenes mayors of GPEC's municipalities and County supervisors for regular updates on strategic initiatives.

RESOURCE DEVELOPMENT COMMITTEE
Guides resource development efforts and executes fundraising strategies to ensure sustainability of GPEC's programs and services.

* Eligibility determined by investment level or strategic appointment

GOVERNANCE

BOARD OF DIRECTORS
Provides effective oversight of the organization and helps shape GPEC's influence as a regional thought leader.

EXECUTIVE COMMITTEE
Acts on behalf of the Board of Directors, advising on strategic direction and overall performance of annual goals.

BOARD-LEVEL COMMITTEES

PERFORMANCE COMMITTEE
Evaluates the performance of the organization and the President & CEO.

AUDIT COMMITTEE
Assesses internal controls and oversees auditors and the annual audit.

NOMINATING COMMITTEE
Serves to nominate the At-large Directors and Board officers, and recommends candidates to the board for approval, based on nominations received from mayors of member communities.

FINANCE COMMITTEE
Sets financial objectives for the organization and recommends the annual budgets as part of the Action Plan.

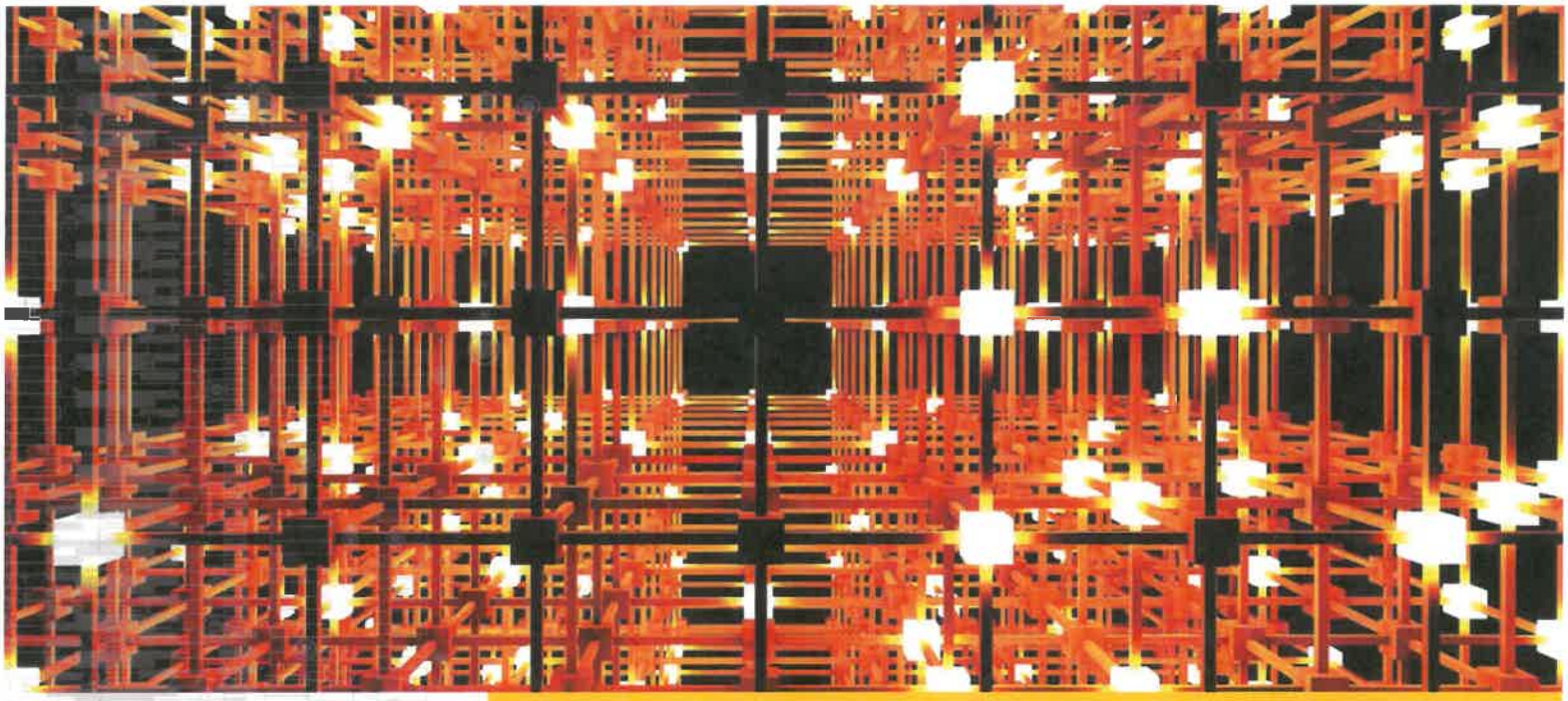
AMBASSADORS

At the foundation of GPEC's engagement activity are Ambassadors, whose broad range of professional backgrounds lend critical assistance to regional business-climate improvement and business development efforts.

AMBASSADORS
Help communicate, educate and inform stakeholders, policy-makers, citizens and media about key regional economic development issues.

CERTIFIED AMBASSADORS
Ambassadors who have satisfied program criteria, qualifying them to serve as an extension of the GPEC team. Certified Ambassadors are given unique opportunities to interface more closely with GPEC's staff and board on program initiatives and mission-critical efforts.

AMBASSADOR STEERING COMMITTEE
Advises on strategic direction of Ambassadors Program; designs activities relevant to and in support of GPEC's mission; serves as a sounding board for emerging initiatives and supports implementation of programs.



GPEC STAKEHOLDERS

AS OF APRIL 15, 2015

MEMBER COMMUNITIES

Maricopa County
Apache Junction
Avondale
Buckeye
Casa Grande
Chandler
El Mirage
Fountain Hills
Gila Bend
Gilbert
Glendale
Goodyear
Maricopa
Mesa
Peoria
Phoenix
Queen Creek
Scottsdale
Surprise
Tempe
Tolleson
Wickenburg
Youngtown

PLATINUM

Alliance Bank of Arizona
American Airlines
Apollo Education Group
APS
Arizona Cardinals
Arizona Diamondbacks
Arizona State University
Bank of America
Banner Health
BBVA Compass
Cancer Treatment Centers of America
Chase
CopperPoint Mutual
Cox Communications
D.L. Withers Construction
Dignity Health
DMB Associates
Ernst & Young
Freeport-McMoRan Copper & Gold
Goodwill of Central Arizona
Grand Canyon University
Intel Corporation
Kitchell
Maracay Homes
Maricopa Community Colleges
Mayo Clinic
MidFirst Bank
National Bank of Arizona
Parkway Properties
Phoenix Suns
Polsinelli PC
Quarles & Brady
RED Development
Republic Media
Squire Sanders
SRP
Valley Metro
Wells Fargo

GOLD

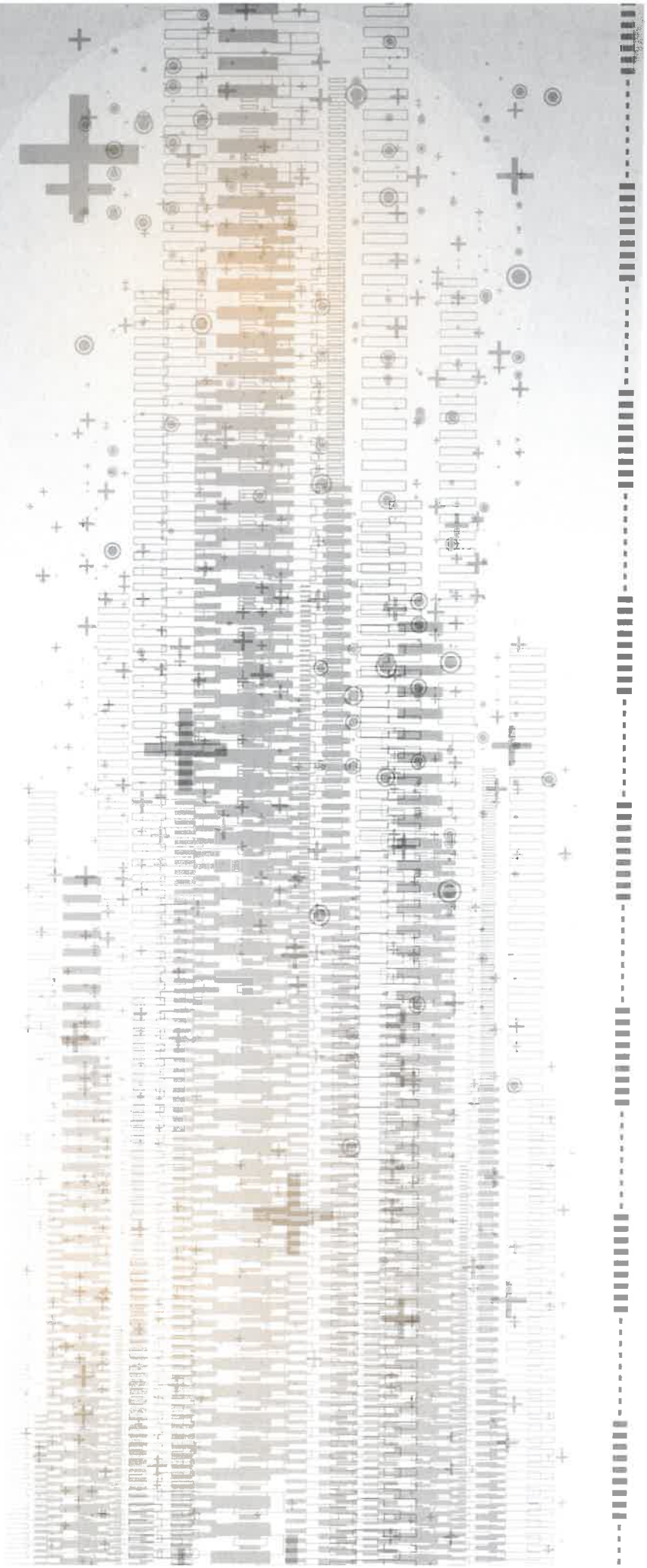
Aetna
BDO
BlueCross BlueShield of Arizona
BMO Harris Bank
Bryan Cave
Brycon Construction
Bury
Canyon State Credit Union
CBRE
Celgene Corporation
CenturyLink
Chanen Development Co.
Colliers International
Crescent Crown Distributing
Cushman & Wakefield
Daedalus Real Estate Advisors
Deloitte
DTZ
El Dorado Holdings
Empire Southwest
Gammage & Burnham
Gilbane Building Co.
Goodmans Interior Structures
Google
Green Loop Solutions
Hensley
Hines
Infusionsoft
JE Dunn Construction
Jones Lang LaSalle
Layton Construction
Lee and Associates
Lewis Roca Rothgerber
Liberty Property Trust
M+W Group
Macerich
The McShane Companies
Meritage Homes
Mortenson Construction
Nationwide Realty Investors
Northern Trust
Okland Construction
Opus Development Company
Phoenix Children's Hospital
Renaissance Companies
Ryan Companies
Saint Holdings
Siemens
Skanska USA Building
SmithGroup
Snell & Wilmer
Southwest Airlines
Southwest Gas Corporation
Sun Health
Sunbelt Holdings
Target Commercial Interiors
Thunderbird School of Global Management
Transwestern Commercial Services
Tratt Properties
TriWest Healthcare Alliance
TruPath
U.S. Bank
University of Arizona
USAA
ViaWest Group
Ware Malcomb
Waste Management
Weitz Company
Wespac Construction
Willmeng Construction
Wist Office Products
Wood, Patel & Associates

SILVER

A.T. Still University
AAA Arizona
Ak-Chin Industrial Park Board
Air Products and Chemicals
Arizona Business Bank
Arizona Community Foundation
Arizona Office Technologies
Avnet
Balfour Beatty Construction
Bank of Arizona
BNSF
Bristol Global Mobility
Brownstein Hyatt Farber Schreck
CBIZ MHM
Clark Hill PLC
Coe & Van Loo Consultants
CORE Construction
CoStar Group
Deutsch Architecture Group
Dibble Engineering
Dircks Moving & Logistics
DIRTT
Fervor Creative
Globe Corporation
Hunt Construction Group
Jennings, Strouss & Salmon
KTAR
Kutak Rock
Merit Partners
Midwestern University
MSS Technologies
NRG Thermal
On Q Financial
Osborn Maledon
PHX Architecture
The Plaza Companies
Queen Creek/Landmark Co.
Radstad
Resolution Copper Mining
St. Clair Technologies
Sun State Builders
Sunstate Equipment Company
Tallwave
Ultimate Staffing Services
Volo Holdings
Voit Real Estate Services

BRONZE

The Alter Group
Applied Economics
Butler Design Group
Gallagher & Kennedy
Guided Therapy Systems
Green Card Fund
Hillwood
HonorHealth
KPMG
Land Advisors Organization
McCarthy Building Companies
Newmark Grubb Knight Frank
Plant Solutions
Sundt Construction
Vermaland



Greater Phoenix
ECONOMIC COUNCIL

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Phone: 602.256.7700 | Fax: 602.256.7744
www.gpec.org

greater phoenix economic council
@gpec
facebook.com/gpec4jobs
gpecgreaterphoenix

EXHIBIT B

GPEC PERFORMANCE MEASURES
FY 2015-2016

Specific performance targets as established by the GPEC Executive Committee and Board of Directors:

1. Payroll Generated	**$205.5M**
2. Total Number of Jobs Created	**4,794**
3. Total Number of High-Wage Jobs	**2,493**
4. Average High-Wage Salary	**$51,574**
5. Emerging Tech Assists	**10**
6. Number of Qualified Prospects	**210**
7. Number of Qualified International Prospects	**37**
8. Total Reach of Editorial Placements/Exposures	**275M**

GPEC continues to target high-wage industries Advanced Business Services; Advanced Manufacturing; Aerospace & Aviation; Logistics & E-Commerce; Mission Critical; Emerging Technologies (including CyberSecurity & Educational IT); Healthcare & Biomedical; Renewable Energies.

EXHIBIT C

TARGETED INDUSTRIES
FY2015-2016

GPEC and our member communities have identified targeted industries on a local and regional level, incorporating these industries into a regional economic development plan. For fiscal year 2015-2016, GPEC will continue its emphasis on the following: Advanced Business Services; Advanced Manufacturing; Aerospace & Aviation; Logistics & E-Commerce; Mission Critical; Emerging Technologies (including CyberSecurity & Educational IT); Healthcare & Biomedical; Renewable Energies.

Member communities will target the following:

Apache Junction
Business services; environmental technologies research and manufacturing; standard and advanced manufacturing; regional and corporate centers; medical institutions and/or associated satellite operations; mining support facilities; resort/tourist-oriented development; filmmaking (location shooting); expanded retail opportunities

Avondale
Advanced business services/information technology; renewable energies; Bio/medical/life sciences; manufacturing; higher education/lifelong learning, amateur sports and tourism

Buckeye
Advanced business services; renewable energy; high tech (data center and services); environmental technology / sustainability; standard manufacturing; medical and educational institutions; transportation/distribution; small business/incubator; aerospace/aviation

Casa Grande
Aviation/aerospace; biosciences and sustainability; corporate/regional headquarters; healthcare and medical services; standard manufacturing and transportation and distribution

Chandler
Advanced business services; corporate/regional headquarters, high-tech electronics and software development; aerospace/aviation and advanced materials; biosciences and sustainability

El Mirage
Business Services; standard and advanced manufacturing; transportation; warehousing/distribution; heavy industrial; food, fiber, and natural products; aerospace aviation

Fountain Hills
Advanced business services (professional, technical, and scientific services including finance and insurance); healthcare, medical, bio-life sciences and wellness; medical and educational institutions; arts, entertainment and recreation; retail

Gila Bend
Clean technology (manufacturing/central station generation/R&D); warehousing/transportation/distribution; military supply chain; tourism/hospitality; standard manufacturing; agriculture/agri-biotechnology; food, fiber and natural products; aerospace/aviation; heavy industrial

Gilbert
Advanced business services; information communication technology; aerospace/aviation and defense; life sciences; clean and renewable technology; and related corporate/regional headquarters

Glendale
Advanced business services; aerospace and defense; education; healthcare/medical; hospitality/entertainment; manufacturing; renewable energy; technology

Goodyear
Advance financial/business services; high-tech electronics and software development; aerospace/aviation; advanced materials; biosciences (treatment, medical diagnostics, research) and senior industries; food, fiber and natural products; transportation/distribution; standard manufacturing; environmental technology; sustainability

Maricopa (City)
High-wage employers (salaries averaging at least 125% of the median wage in Maricopa County) that generate at least 80% of income from exporting goods and services outside the region

Mesa
Primary Target Industries: Healthcare, education, aerospace/aviation/defense and tourism/technology
Secondary target industries: Advanced business services; standard and advance manufacturing; regional and corporate centers; research & development; bioscience; medical devices

Peoria
Advanced business services; high technology (data centers, R&D); life sciences and healthcare technologies; advanced medical services; educational institutions; advanced and standard manufacturing; clean technologies research and manufacturing; entertainment and tourism

Phoenix
Bio-life sciences; advanced business services; manufacturing; sustainable industries and enterprises; higher education; world business, trade and FDI; and established/emerging enterprises; healthcare

Queen Creek
Aerospace and aviation; health and wellness; arts, culture and experience; education; clean and renewable energy and water; family/youth & children activity destinations

Scottsdale
Bio-life sciences; advanced business services; technology and innovation (including ICT and entrepreneurship/emerging enterprises); higher education; hospitality/visitor trade and commerce

Surprise
Energy (emphasis on renewable and firming); sustainability-centric industries; biomedical/medicine; advanced business services; manufacturing and distribution (emphasis on advanced manufacturing); education (K-12, and emphasis on higher education); semiconductor/microelectronics; aerospace and aviation; entrepreneurial/emerging technology

Tempe
Advanced business services (financial services); high tech/software (R&D, data center and services); high-tech/next generation electronics; aerospace R&D/aviation; bioscience (research, drug development, treatment, medical diagnostics); corporate/regional headquarters; sustainability (environmental); advanced materials/plastics; senior industries; clean tech, renewable energy and manufacturing

Tolleson
Aerospace and advanced materials; food, fiber and natural products; transportation/distribution; standard manufacturing; environmental technology; sustainability

Wickenburg
Standard manufacturing; transportation & distribution; rail services; mining support facilities; renewable energy; healthcare and medical; educational institutions; tourism and filmmaking; expanded retail operations

Youngtown
Youngtown is in the throes of developing a commerce park. The park will target second-stage small manufacturers with some related retail and offices.

EXHIBIT D

FY 2015-2016

REPORTING MECHANISM FOR CONTRACT FULFILLMENT

Monthly Activity Report - Month, Year

BUSINESS ATTRACTION PERFORMANCE METRICS:

GPEC Progress Toward Goals

Targeted Opportunities	Annual Contract Goal	Actual YTD	Goal YTD	% of Goal YTD
PAYROLL GENERATED (MILLIONS)				
AVERAGE HIGH WAGE SALARY				
NUMBER OF JOBS				
NUMBER OF HIGH-WAGE JOBS				
EMERGING TECHNOLOGY ASSISTS				
QUALIFIED PROSPECTS				
INTERNATIONAL PROSPECTS				
TOTAL REACH OF EDITORIAL PLACEMENTS				

GPEC continues to target high-wage industries (Advanced Business Services; Advanced Manufacturing; Aerospace & Aviation; Logistics & E-Commerce; Mission Critical; Emerging Technologies (including CyberSecurity & Educational IT); Healthcare & Biomedical; Renewable Energies

KEY BUSINESS ATTRACTION ACTIVITIES AND OTHER GPEC ACTIVITIES

EXHIBIT E

INSURANCE REQUIREMENTS

The City's insurance requirements are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement. The City in no way warrants that the minimum limits required of GPEC are sufficient to protect GPEC from liabilities that might arise out of this Agreement for GPEC, its agents, representatives, employees or Contractors and GPEC is free to purchase such additional insurance as may be determined necessary.

A. Minimum Scope and Limits of Insurance. GPEC shall provide coverage at least as broad as the categories set forth below with limits also listed below.

1. Commercial General Liability – Shall cover liability arising from bodily injury, property damage, products-completed operations, personal and advertising injury, independent contractors, and broad form contractual coverage.

Each Occurrence	$2,000,000
Personal and Advertising	$2,000,000
General Aggregate	$4,000,000
Products-Completed Operations	$1,000,000

2. Automobile Liability – ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9) Bodily Injury and Property Damage – Combined Single Limit Per Accident $1,000,000

3. Workers' Compensation and Employers' Liability

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	$1,000,000
Disease-Each Employee	$1,000,000
Disease-Policy Limit	$1,000,000

B. Deductibles and Self-Insured Retentions. Any deductible or self-insured retentions must be declared to and approved by the City. The City may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses with the retention.

C. **Other Insurance Requirements.** The policies are to contain, or be endorsed to contain, the following provisions:

1. **Commercial General Liability**

a. The City, its officers, officials, agents, employees and volunteers are to be named as additional insureds with respect to liability arising out of: activities performed by or on behalf of GPEC, including the City's general supervision of GPEC; products and completed operations of GPEC; and automobiles owned, leased, hired or borrowed by GPEC.

b. GPEC's insurance shall include broad form contractual liability coverage.

c. The City, its officers, officials, agents, employees and volunteers shall be additional insureds to the full limits of liability purchased by GPEC, even if those limits of liability are in excess of those required by this Agreement.

d. GPEC's insurance coverage shall be primary insurance with respect to City, its officers, officials, agents, employees and volunteers. Any insurance or self-insurance maintained by City, its officers, officials, employees or volunteers shall be in excess of GPEC's insurance and shall not contribute to it.

e. GPEC's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

f. Coverage provided by GPEC shall not be limited to the liability assumed under the indemnification provisions of this Agreement.

g. The policies shall contain a waiver of subrogation against City, its officers, officials, agents, employees and volunteers for losses arising from work performed by GPEC for the City.

2. **Workers' Compensation and Employers' Liability Coverage.** The insurer shall agree to waive all rights of subrogation against City, its officers, officials, agents, employees and volunteers for any and all losses arising from work performed by the Contractor for the City.

D. **Notice of Cancellation.** Each insurance policy required by the insurance provisions of this Agreement shall provide the required coverage and shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) calendar days' prior written notice has been sent to City at the address provided herein for the giving of notice. Such notice shall be by certified mail, return receipt requested.

E. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. "Best's" rating of not less than A-:VII, unless otherwise acceptable to the City. City in no way warrants that the above required minimum insurer rating is sufficient to protect GPEC from potential insurer insolvency.

F. **Verification of Coverage**. GPEC shall furnish City with Certificates of Insurance (ACORD form or equivalent approved by City) and with original endorsements effecting coverage as required by this Agreement. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. Any policy endorsements that restrict or limit coverage shall be clearly noted on the Certificate of Insurance.

All certificates and endorsements are to be received and approved by City before work commences. Each insurance policy required by this Agreement must be in effect at or prior to commencement of work under this Agreement and remain in effect for the duration of the project.

All certificates of insurance required by this Agreement shall be sent directly to City at the address and in the manner provided in this Agreement for the giving of notice. City's Agreement/Agreement number, GPEC's name and description of the Agreement shall be provided on the Certificates of Insurance. City reserves the right to require complete certified copies of all insurance policies required by this Agreement, at any time.

G. **Approval**. During the term of this Agreement, no modification may be made to any of GPEC's insurance policies which will reduce the nature, scope or limits of coverage which were in effect and approved by the City prior to execution of this Agreement.

EXHIBIT F
Regional Cooperation Protocol Policy
Greater Phoenix Economic Council and Economic Development Directors Team

The foundation of this policy is built on trust and the spirit of regional cooperation among the entities involved. GPEC and the Economic Development Directors of its member communities agree and acknowledge that it is important that they work together as partners on projects involving the communities which GPEC represents, regardless of the source of the lead, as follows:

1. Demonstrate a commitment to the positive promotion of the Greater Phoenix, specifically, GPEC member communities, as a globally competitive region.

2. Maintain the highest standards of economic development prospect handling, including confidentiality, without jeopardizing a prospect's trust to secure the probability of a regional locate. Partners agree to respect the prospect's request for confidentiality but also agree to notify each other as to the existence of a project with a confidentiality requirement when able and shall make a good-faith effort to involve the appropriate state, regional or local partners at the earliest possible time.

3. Unless otherwise restricted, agree to coordinate through GPEC for any prospect considering a project in Maricopa County or in any of the communities that GPEC represents, understanding that GPEC is in a unique position to represent and speak on regional economic development issues and on characteristics of the region's economy. Likewise, GPEC acknowledges that communities are in the best position to speak about local incentives and efforts surrounding the local economy.

4. For projects that originate with a GPEC member community, GPEC will be available for confidential research access, topical expertise or as a service provider, to add value to the community in securing the project. Additionally, GPEC will not e-track the project unless the community lead makes such a request to do so.

5. Provide accurate and timely information in response to specific requests by all prospects. When a client has narrowed sites to specific GPEC member communities, GPEC will make a good- faith effort to inform those affected EDDT members first. EDDT members agree to provide information solely on their own community when the information requested is site-specific (i.e., cost of land, taxes, development fees, utility availability and cost, zoning process timing, permit timing and local incentives). When site-specific information related to other GPEC communities is requested, EDDT members agree to (i) direct GPEC prospects back to GPEC or (ii) direct non-GPEC generated prospects to contact the affected communities directly, and as a courtesy, contact the affected communities.

6. Agree that regardless of the lead source, public locate announcements shall be coordinated among the company, GPEC member community, and GPEC to reflect inclusiveness and cooperation of all partners (subject to any confidentiality requirements).

7. GPEC and EDDTs will advocate for a robust operating budget for the state economic development agency, and champion sound statewide economic development programs and policies.

8. Discourage the proactive offering of local, municipal financial incentives for existing jobs to companies with current operations in another GPEC community.

9. Inform GPEC member community when a company visits or physical site visit within that community will occur. Economic Development Directors will be the primary point of contact for the company when community information is needed.

10. Agree that the consideration of a future community to GPEC's membership will be brought before EDDT for discussion in advance of any board consideration. EDDT will make a recommendation on the addition of a new community to GPEC's President and CEO.

11. Formalize a process to convene GPEC and Economic Development Directors of GPEC member communities biannually, and cooperate in the exchange of information and ideas reflecting practices, procedures and policies relating to prospect handling and regional economic development.

12. Work collectively to maintain a high level of trust and integrity by and between GPEC and the Economic Development Directors of GPEC member communities, utilizing differing views as an opportunity to learn.

13. When conducting market intelligence initiative objective, GPEC staff will coordinate with EDDT to ensure coordination and communication.

14. When a PIF is issued by the state economic development agency GPEC will coordinate the region's response. All PIF submissions will be directed to GPEC's attention and GPEC will assemble the response and return to the state economic development agency.

15. It is understood GPEC will or may host annual executour(s) and/or other marketing familiarization tour(s) to promote the regional communities. GPEC will make every attempt to provide as much interaction time between the executour guests and EDDTs. It is understood EDDTS will inform GPEC of any upcoming executour(s) and/or other marketing familiarization tours scheduled by their office.

16. Partners agree to enter into a mediation process if there is evidence that this Protocol has not been observed in a material respect or a professional conflict arises that cannot be settled. This mediation process will be convened by the EDDT Chair, who may, at his/her discretion, consult or involve GPEC's President and CEO in addition to others with topical expertise central to the conflict.

File #: 15-388, **Version:** 1

AUTHORIZATION TO ENTER INTO A CONSTRUCTION AGREEMENT WITH COMBS CONSTRUCTION COMPANY, INC., FOR THE FY2014/2015 MILL AND OVERLAY PROJECT
Staff Contact: Jack Friedline, Director, Public Works

Purpose and Recommended Action

This is a request for City Council to authorize the Acting City Manager to enter into a construction agreement with Combs Construction Company, Inc., in an amount not to exceed $6,408,798.31 for the Mill and Overlay project associated with the FY2014/2015 Pavement Management Program.

Background

The city has over 718 miles of paved arterial, collector and residential roadways, which represents an investment of over $1 billion in the street network based on replacement costs in today's economy. With the exception of minor street and concrete repairs (potholes, curb, and sidewalk) the city contracts for all other preventative maintenance and reconstructive roadway projects.

The Mill and Overlay project for the FY2014/2015 Pavement Management Program provides for approximately 15 miles of mill and overlay improvements on various arterial, collector and residential streets throughout the city. Specifically this project includes: mill and overlay treatment of existing roadway sections, American with Disability (ADA) sidewalk ramp improvements, utility adjustments and miscellaneous concrete repairs and thermoplastic restriping or repainting of pavement markings.

Analysis

The Engineering division opened bids for the FY 2014/2015 Pavement Management Program, Mill and Overlay project (project number 141515) on May 5, 2015. Six bids were received, with Combs Construction Company, Inc. submitting the lowest responsive bid in the amount of $6,408,798.31. Staff anticipates issuing a Notice to Proceed mid-late July, with completion of this construction project before the end of December 2015.

Previous Related Council Action

On November 24, 2014, Council authorized a professional services agreement with Ritoch-Powell and Associates in an amount not to exceed $2,131,123.40 for design and construction administration services for the FY2014/2015 Pavement Management Program.

Community Benefit/Public Involvement

Well maintained infrastructure is an important element of strong neighborhoods and business corridors and is

critical for the attraction of quality economic development.

Budget and Financial Impacts

Funds are available in the fiscal year 2014-15 capital improvement program for the construction agreement with Combs Construction Company, Inc., in an amount not to exceed $6,408,798.31.

Cost	Fund-Department-Account
$6,408,798.31	**2000-68917-550800, Pavement Management-HURF**

Capital Expense? Yes

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?

powered by Legistar™

Project 141515

CONSTRUCTION AGREEMENT

This Construction Agreement ("Agreement") is entered into and effective between the CITY OF GLENDALE, an Arizona municipal corporation ("City"), and Combs Construction Company, Inc., an Arizona corporation ("Contractor"), as of the _____ day of _____, 20__.

RECITALS

A. City intends to undertake a project for the benefit of the public and with public funds that is more fully set forth in the **Notice to Contractors** and the attached **Exhibit A** ("Project");

B. City desires to retain the services of Contractor to perform those specific duties and produce the specific work as set forth in the Project, the plans and specifications, the **Information for Bidders,** and the **Maricopa Association of Governments** ("MAG") **General and Supplemental Conditions and Provisions**;

C. City and Contractor desire to memorialize their agreement with this document.

AGREEMENT

In consideration of the Recitals, which are confirmed as true and correct and incorporated by this reference, the mutual promises and covenants contained in this Agreement, and other good and valuable consideration, City and Contractor agree as follows:

1. Project.

1.1 Scope. Contractor will provide all services and material necessary to assure the Project is completed timely and efficiently consistent with Project requirements, including, but not limited to, working in close interaction and interfacing with City and its designated employees, and working closely with others, including other contractors, providers or consultants retained by City.

1.2 Documents. The following documents are, by this reference, entirely incorporated into this Agreement and attached Exhibits as though fully set forth herein:

(A) Notice to Contractors;
(B) Information for Bidders;
(C) MAG General Conditions, Supplemental General Conditions, Special and Technical Provisions;
(D) Proposal;
(E) Bid Bond;
(F) Payment Bond;
(G) Performance Bond;
(H) Certificate of Insurance;
(I) Appendix; and
(J) Plans and Addenda thereto.

Should a conflict exist between this Agreement (and its attachments), and any of the incorporated documents as listed above, the provisions of this Agreement shall govern.

1.3 Project Team.

(A) Project Manager. Contractor will designate an employee as Project Manager with sufficient training, knowledge, and experience to, in the City's opinion, to complete the project and handle all aspects of the Project such that the work produced by Contractor is consistent with applicable standards as detailed in this Agreement.

(B) Project Team.

(1) The Project manager and all other employees assigned to the project by Contractor will comprise the "Project Team."

(2) Project Manager will have responsibility for and will supervise all other employees assigned to the project by Contractor.

(C) Sub-contractors.

(1) Contractor may engage specific technical contractor (each a "Sub-contractor") to furnish certain service functions.

(2) Contractor will remain fully responsible for Sub-contractor's services.

(3) Sub-contractors must be approved by the City, unless the Sub-contractor was previously mentioned in the response to the solicitation.

(4) Contractor shall certify by letter that contracts with Sub-contractors have been executed incorporating requirements and standards as set forth in this Agreement.

2. **Schedule.** The Project will be undertaken in a manner that ensures it is completed in a timely and efficient manner. If not otherwise stated in **Exhibit A**, the Project shall be completed by no later than within one hundred twenty (120) consecutive calendar days from and including the date of receipt of the Notice to Proceed.

3. **Contractor's Work.**

3.1 Standard. Contractor must perform services in accordance with the standards of due diligence, care, and quality prevailing among contractors having substantial experience with the successful furnishing of services and materials for projects that are equivalent in size, scope, quality, and other criteria under the Project and identified in this Agreement.

3.2 Licensing. Contractor warrants that:

(A) Contractor and Sub-contractors will hold all appropriate and required licenses, registrations and other approvals necessary for the lawful furnishing of services ("Approvals"); and

(B) Neither Contractor nor any Sub-contractor has been debarred or otherwise legally excluded from contracting with any federal, state, or local governmental entity ("Debarment").

(1) City is under no obligation to ascertain or confirm the existence or issuance of any Approvals or Debarments or to examine Contractor's contracting ability.

(2) Contractor must notify City immediately if any Approvals or Debarment changes during the Agreement's duration and the failure of the Contractor to notify City as required will constitute a material default of this Agreement.

3.3 Compliance. Services and materials will be furnished in compliance with applicable federal, state, county and local statutes, rules, regulations, ordinances, building codes, life safety codes, or other standards and criteria designated by City.

3.4 Coordination; Interaction.

(A) If the City determines that the Project requires the coordination of professional services or other providers, Contractor will work in close consultation with City to proactively interact with any other contractors retained by City on the Project ("Coordinating Entities").

(B) Subject to any limitations expressly stated in the budget, Contractor will meet to review the Project, schedules, budget, and in-progress work with Coordinating Entities and the City as often and for durations as City reasonably considers necessary in order to ensure the timely work delivery and Project completion.

(C) If the Project does not involve Coordinating Entities, Contractor will proactively interact with any other contractors when directed by City to obtain or disseminate timely information for the proper execution of the Project.

3.5 Hazardous Substances. Contractor is responsible for the appropriate handling, disposal of, and if necessary, any remediation and all losses and damages to the City, associated with the use or release of hazardous substances by Contractor in connection with completion of the Project.

3.6 **Warranties.** At any time within two years after completion of the Project, Contractor must, at Contractor's sole expense and within 20 days of written notice from the City, uncover, correct and remedy all defects in Contractor's work. City will accept a manufacturer's warranty on approved equipment as satisfaction of the Contractor's warranty under this subsection.

3.7. **Bonds.** Upon execution of this Agreement, and if applicable, Contractor must furnish Payment and Performance bonds as required under A.R.S. § 34-608.

4. **Compensation for the Project.**

4.1 **Compensation.** Contractor's compensation for the Project, including those furnished by its Sub-contractors will not exceed $6,048,798.31, as specifically detailed in the Contractor's bid and set forth in **Exhibit B** ("Compensation").

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

(A) Adjustments to the Scope or Compensation require a written amendment to this Agreement and may require City Council approval.

(B) Additional services which are outside the scope of the Project and not contained in this Agreement may not be performed by the Contractor without prior written authorization from the City.

5. **Billings and Payment.**

5.1 **Applications.**

(A) The Contractor will submit monthly invoices (each, a "Payment Application") to City's Project Manager and City will remit payments based upon the Payment Application as stated below.

(B) The period covered by each Payment Application will be one calendar month ending on the last day of the month.

5.2 **Payment.**

(A) After a full and complete Payment Application is received, City will process and remit payment within 30 days.

(B) Payment may be subject to or conditioned upon City's receipt of:

(1) Completed work generated by Contractor and its Sub-contractors; and

(2) Unconditional waivers and releases on final payment from Sub-contractors as City may reasonably request to assure the Project will be free of claims arising from required performances under this Agreement.

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

(A) If the Payment Application is rejected, the Project Manager will issue a written listing of the items not approved for payment.

(B) City may withhold an amount sufficient to pay expenses that City reasonably expects to incur in correcting the deficiency or deficiencies rejected for payment.

(C) Contractor will provide, by separate cover, and concurrent with the execution of this Agreement, all required financial information to the City, including City of Glendale Transaction Privilege License and Federal Taxpayer identification numbers.

(D) City will temporarily withhold Compensation amounts as required by A.R.S. 34-221(C).

6. Termination.

6.1 For Convenience. City may terminate this Agreement for convenience, without cause, by delivering a written termination notice stating the effective termination date, which may not be less than 15 days following the date of delivery.

(A) Contractor will be equitably compensated any services and materials furnished prior to receipt of the termination notice and for reasonable costs incurred.

(B) Contractor will also be similarly compensated for any approved effort expended and approved costs incurred that are directly associated with Project closeout and delivery of the required items to the City.

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

(A) Contractor will not be entitled to further payment until after City has determined its damages. If City's damages resulting from the breach, as determined by City, are less than the equitable amount due but not paid Contractor for Service and Repair furnished, City will pay the amount due to Contractor, less City's damages.

(B) If City's direct damages exceed amounts otherwise due to Contractor, Contractor must pay the difference to City immediately upon demand; however, Contractor will not be subject to consequential damages more than $1,000,000 or the amount of this Agreement, whichever is greater.

7. Insurance.

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

(A) Contractor and Sub-contractors. Contractor, and each Sub-contractor performing work or providing materials related to this Agreement must procure and maintain the insurance coverages described below (collectively, "Contractor's Policies"), until each Parties' obligations under this Agreement are completed.

(B) General Liability.

(1) Contractor must at all times relevant hereto carry a commercial general liability policy with a combined single limit of at least $1,000,000 per occurrence and $2,000,000 annual aggregate.

(2) Sub-contactors must at all times relevant hereto carry a general commercial liability policy with a combined single limit of at least $1,000,000 per occurrence.

(3) This commercial general liability insurance must include independent contractors' liability, contractual liability, broad form property coverage, products and completed operations, XCU hazards if requested by the City, and a separation of insurance provision.

(4) These limits may be met through a combination of primary and excess liability coverage.

(C) Auto. A business auto policy providing a liability limit of at least $1,000,000 per accident for Contractor and 1,000,000 per accident for Sub-contractors and covering owned, non-owned and hired automobiles.

(D) Workers' Compensation and Employer's Liability. A workers' compensation and employer's liability policy providing at least the minimum benefits required by Arizona law.

(E) Equipment Insurance. Contractor must secure, pay for, and maintain all-risk insurance as necessary to protect the City against loss of owned, non-owned, rented or leased capital equipment and tools, equipment and scaffolding, staging, towers and forms owned or rented by Contractor or its Sub-contractors.

(F) Notice of Changes. Contractor's Policies must provide for not less than 30 days' advance written notice to City Representative of:

(1) Cancellation or termination of Contractor or Sub-contractor's Policies;

(2) Reduction of the coverage limits of any of Contractor or and Sub-contractor's Policies; and

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

(G) Certificates of Insurance.

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

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

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

(H) Other Contractors or Vendors.

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

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

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

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

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

7.2 Sub-contractors.

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

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

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

7.3 Indemnification.

(A) To the fullest extent permitted by law, Contractor must defend, indemnify, and hold harmless City and its elected officials, officers, employees and agents (each, an "Indemnified Party," collectively, the

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

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

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

7.4 **Waiver of Subrogation.** Contractor waives, and will require any Subcontractor to waive, all rights of subrogation against the City to the extent of all losses or damages covered by any policy of insurance.

8. Immigration Law Compliance.

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

8.2 Any breach of warranty under subsection 8.1 above is considered a material breach of this Agreement and is subject to penalties up to and including termination of this Agreement.

8.3 City retains the legal right to inspect the papers of any Contractor or subcontractor employee who performs work under this Agreement to ensure that the Contractor or any subcontractor is compliant with the warranty under subsection 8.1 above.

8.4 City may conduct random inspections, and upon request of City, Contractor shall provide copies of papers and records of Contractor demonstrating continued compliance with the warranty under subsection 8.1 above. Contractor agrees to keep papers and records available for inspection by the City during normal business hours and will cooperate with City in exercise of its statutory duties and not deny access to its business premises or applicable papers or records for the purposes of enforcement of this section 8.

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

8.6 Contractor's warranty and obligations under this section to the City is continuing throughout the term of this Agreement or until such time as the City determines, in its sole discretion, that Arizona law has been modified in that compliance with this section is no longer a requirement.

8.7 The "E-Verify Program" above means the employment verification program administered by the United States Department of Homeland Security, the Social Security Administration, or any successor program.

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

10. Non-Discrimination Policies. Contractor must not discriminate against any employee or applicant for employment on the basis of race, religion, color sex or national origin. Contractor must develop, implement and maintain non-discrimination policies and post the policies in conspicuous places visible to employees and applicants for employment. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section.

11. Notices.

11.1 A notice, request or other communication that is required or permitted under this Agreement (each a "Notice") will be effective only if:

(A) The Notice is in writing, and

(B) Delivered in person or by private express overnight delivery service (delivery charges prepaid), certified or registered mail (return receipt requested).

(C) Notice will be deemed to have been delivered to the person to whom it is addressed as of the date of receipt, if:

(1) Received on a business day, or before 5:00 p.m., at the address for Notices identified for the Party in this Agreement by U.S. Mail, hand delivery, or overnight courier on or before 5:00 p.m.; or

(2) As of the next business day after receipt, if received after 5:00 p.m.

(D) The burden of proof of the place and time of delivery is upon the Party giving the Notice.

(E) Digitalized signatures and copies of signatures will have the same effect as original signatures.

11.2 **Representatives.**

(A) Contractor. Contractor's representative ("Contractor's Representative") authorized to act on Contractor's behalf with respect to the Project, and his or her address for Notice delivery is:

Combs Construction Company, Inc.
Attn: James L. Combs
P. O. Box 10789
Glendale, Arizona 85318

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

City of Glendale
Attn: Tom Kaczmarowski
5850 West Glendale Avenue
Glendale, Arizona 85301

With required copies to:

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

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

(C) Concurrent Notices.

(1) All notices to City's representative must be given concurrently to City Manager and City Attorney.

(2) A notice will not be considered to have been received by City's representative until the time that it has also been received by City Manager and City Attorney.

(3) City may appoint one or more designees for the purpose of receiving notice by delivery of a written notice to Contractor identifying the designee(s) and their respective addresses for notices.

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

12. Financing Assignment. City may assign this Agreement to any City-affiliated entity, including a non-profit corporation or other entity whose primary purpose is to own or manage the Project.

13. Entire Agreement; Survival; Counterparts; Signatures.

13.1 Integration. This Agreement contains, except as stated below, the entire agreement between City and Contractor and supersedes all prior conversations and negotiations between the parties regarding the Project or this Agreement.

(A) Neither Party has made any representations, warranties or agreements as to any matters concerning the Agreement's subject matter.

(B) Representations, statements, conditions, or warranties not contained in this Agreement will not be binding on the parties.

(C) Any solicitation, addendums and responses submitted by the Contractor are incorporated fully into this Agreement as Exhibit A. Any inconsistency between Exhibit A and this Agreement will be resolved by the terms and conditions stated in this Agreement.

13.2 Interpretation.

(A) The parties fairly negotiated the Agreement's provisions to the extent they believed necessary and with the legal representation they deemed appropriate.

(B) The parties are of equal bargaining position and this Agreement must be construed equally between the parties without consideration of which of the parties may have drafted this Agreement.

(C) The Agreement will be interpreted in accordance with the laws of the State of Arizona.

13.3 Survival. Except as specifically provided otherwise in this Agreement each warranty, representation, indemnification and hold harmless provision, insurance requirement, and every other right, remedy and responsibility of a Party, will survive completion of the Project, or the earlier termination of this Agreement.

13.4 Amendment. No amendment to this Agreement will be binding unless in writing and executed by the parties. Any amendment may be subject to City Council approval.

13.5 Remedies. All rights and remedies provided in this Agreement are cumulative and the exercise of any one or more right or remedy will not affect any other rights or remedies under this Agreement or applicable law.

13.6 Severability. If any provision of this Agreement is voided or found unenforceable, that determination will not affect the validity of the other provisions, and the voided or unenforceable provision will be reformed to conform to applicable law.

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

14. Dispute Resolution. Each claim, controversy and dispute ("Dispute") between Contractor and City will be resolved in accordance with Exhibit C. The final determination will be made by the City.

15. Exhibits. The following exhibits, with reference to the term in which they are first referenced, are incorporated by this reference.

Exhibit A	Project
Exhibit B	Compensation
Exhibit C	Dispute Resolution

Project 141515

The parties enter into this Agreement as of the date shown above.

City of Glendale,
an Arizona municipal corporation

_____
By: Richard A. Bowers
Its: Acting City Manager

ATTEST:

_____
City Clerk (SEAL)

APPROVED AS TO FORM:

_____
City Attorney

Combs Construction Company, Inc.
an Arizona corporation

_____
By: James L. Combs
Its: Chief Executive Officer

WOMEN-OWNED/MINORITY BUSINESS [ ] YES [ ] NO
CITY OF GLENDALE TRANSACTION PRIVILEGE TAX NO. _____
FEDERAL TAXPAYER IDENTIFICATION NO. _____

Project 141515

EXHIBIT A
CONSTRUCTION AGREEMENT

PROJECT

Project includes mill and overlay of approximately 15 miles of arterial, collector and residential streets in various locations – ranging in depth from 1.5 inches to full depth. Adjacent sidewalk ramps will be upgraded to ADA standards. Additional ancillary work includes traffic control, striping, utility adjustments, affected landscape/hardscape replacements, miscellaneous concrete replacements, etc.

EXHIBIT B
CONSTRUCTION AGREEMENT

COMPENSATION

METHOD AND AMOUNT OF COMPENSATION

By bid, including all services, materials and costs.

NOT-TO-EXCEED AMOUNT

The total amount of compensation paid to Contractor for full completion of all work required by the Project during the entire term of the Project must not exceed $6,408,798.31.

DETAILED PROJECT COMPENSATION

As shown in detail on the Bid Schedule.

EXHIBIT C
CONSTRUCTION AGREEMENT

DISPUTE RESOLUTION

1. Disputes.

1.1 Commitment. The parties commit to resolving all disputes promptly, equitably, and in a good-faith, cost-effective manner.

1.2 Application. The provisions of this Exhibit will be used by the parties to resolve all controversies, claims, or disputes ("Dispute") arising out of or related to this Agreement-including Disputes regarding any alleged breaches of this Agreement.

1.3 Initiation. A party may initiate a Dispute by delivery of written notice of the Dispute, including the specifics of the Dispute, to the Representative of the other party as required in this Agreement.

1.4 Informal Resolution. When a Dispute notice is given, the parties will designate a member of their senior management who will be authorized to expeditiously resolve the Dispute.

(A) The parties will provide each other with reasonable access during normal business hours to any and all non-privileged records, information and data pertaining to any Dispute in order to assist in resolving the Dispute as expeditiously and cost effectively as possible;

(B) The parties' senior managers will meet within 10 business days to discuss and attempt to resolve the Dispute promptly, equitably, and in a good faith manner, and

(C) The Senior Managers will agree to subsequent meetings if both parties agree that further meetings are necessary to reach a resolution of the Dispute.

2. Arbitration.

2.1 Rules. If the parties are unable to resolve the Dispute by negotiation within 30 days from the Dispute notice, and unless otherwise informal discussions are extended by the mutual agreement, the Dispute will be decided by binding arbitration in accordance with Construction Industry Rules of the AAA, as amended herein. Although the arbitration will be conducted in accordance with AAA Rules, it will not be administered by the AAA, but will be heard independently.

(A) The parties will exercise best efforts to select an arbitrator within 5 business days after agreement for arbitration. If the parties have not agreed upon an arbitrator within this period, the parties will submit the selection of the arbitrator to one of the principals of the mediation firm of Scott & Skelly, LLC, who will then select the arbitrator. The parties will equally share the fees and costs incurred in the selection of the arbitrator.

(B) The arbitrator selected must be an attorney with at least 15 years experience with commercial construction legal matters in Maricopa County, Arizona, be independent, impartial, and not have engaged in any business for or adverse to either Party for at least 10 years.

2.2 Discovery. The extent and the time set for discovery will be as determined by the arbitrator. Each Party must, however, within ten (10) days of selection of an arbitrator deliver to the other Party copies of all documents in the delivering party's possession that are relevant to the dispute.

2.3 Hearing. The arbitration hearing will be held within 90 days of the appointment of the arbitrator. The arbitration hearing, all proceedings, and all discovery will be conducted in Glendale, Arizona unless otherwise agreed by the parties or required as a result of witness location. Telephonic hearings and other reasonable arrangements may be used to minimize costs.

2.4 Award. At the arbitration hearing, each Party will submit its position to the arbitrator, evidence to support that position, and the exact award sought in this matter with specificity. The arbitrator must select the award sought

by one of the parties as the final judgment and may not independently alter or modify the awards sought by the parties, fashion any remedy, or make any equitable order. The arbitrator has no authority to consider or award punitive damages.

2.5 Final Decision. The Arbitrator's decision should be rendered within 15 days after the arbitration hearing is concluded. This decision will be final and binding on the Parties.

2.6 Costs. The prevailing party may enter the arbitration in any court having jurisdiction in order to convert it to a judgment. The non-prevailing party shall pay all of the prevailing party's arbitration costs and expenses, including reasonable attorney's fees and costs.

3. **Services to Continue Pending Dispute.** Unless otherwise agreed to in writing, Contractor must continue to perform and maintain progress of required services during any Dispute resolution or arbitration proceedings, and City will continue to make payment to Contractor in accordance with this Agreement.

4. **Exceptions.**

4.1 Third Party Claims. City and Contractor are not required to arbitrate any third-party claim, cross-claim, counter claim, or other claim or defense of a third-party who is not obligated by contract to arbitrate disputes with City and Contractor.

4.2 Liens. City or Contractor may commence and prosecute a civil action to contest a lien or stop notice, or enforce any lien or stop notice, but only to the extent the lien or stop notice the Party seeks to enforce is enforceable under Arizona Law, including, without limitation, an action under A.R.S. § 33-420, without the necessity of initiating or exhausting the procedures of this Exhibit.

4.3 Governmental Actions. This Exhibit does not apply to, and must not be construed to require arbitration of, any claims, actions or other process filed or issued by City of Glendale Building Safety Department or any other agency of City acting in its governmental permitting or other regulatory capacity.

BID TABULATION

PROJECT 141515 - 2014/2015 PAVEMENT MANAGEMENT PROGRAM - MILL & OVERLAY PHASE 1

OPENED AT THE CITY OF GLENDALE, ENGINEERING DEPARTMENT
5850 W. GLENDALE AVENUE, 3RD FLOOR

DATE: May 5, 2015 - 9:00 a.m.

	CONTRACTOR	BID BOND/ CHECK	ACKNOWLEDGE ADDENDUM	QUALIFICATION FORM	TOTAL BASE BID
1	COMBS CONSTRUCTION	BID BOND	YES	YES	$ 6,408,798.31
2	SUNLAND ASPHALT	BID BOND	YES	YES	$ 6,520,000.00
3	MR TANNER CONSTRUCTION	BID BOND	YES	YES	$ 6,645,000.00
4	NESBITT CONTRACTING	BID BOND	YES	YES	$ 6,693,100.75
5	J BANICKI CONSTRUCTION	BID BOND	YES	YES	$ 6,985,457.75
6	FNF CONSTRUCTION	BID BOND	YES	YES	$ 7,331,092.00
7					
8					
9					
10					

File #: 15-390, **Version:** 1

AUTHORIZATION TO ENTER INTO AN AGREEMENT WITH HEMPELMAN AUTO PARTS CO., DOING BUSINESS AS NAPA AUTO PARTS, FOR ONSITE AUTOMOTIVE AND HEAVY EQUIPMENT PARTS, REPAIR, AND SERVICES
Staff Contact: Jack Friedline, Director, Public Works

Purpose and Recommended Action

This is a request for City Council to authorize the Acting City Manager to enter into a professional services agreement with Hempelman Auto Parts Co., doing business as (dba) Napa Auto Parts (NAPA), for an onsite outsourced parts operation for the Equipment Management Division in an amount not to exceed $1,476,762 for fiscal year (FY) 2015-16. The agreement will be effective upon signing for an initial two (2) year period; and to authorize the Acting City Manager to renew the agreement annually, at the Acting City Manager's discretion, for an additional three-years in an amount not to exceed $7,683,810 over the full five-year period pending annual budget approval.

Background

The Field Operations Department's Equipment Management Division provides critical repair and maintenance services to the city's inventory of over 1,300 vehicles and pieces of equipment. Continued growth in the city's inventory has presented a growing challenge to find and obtain parts for this inventory, specialty parts in particular. This agreement will allow the Equipment Management Division to maintain increased parts availability, providing better service to our customers by improving the number of vehicles in service daily and reducing vehicle downtime with fewer maintenance hours due to delays in parts acquisition.

Analysis

The Materials Management Division solicited responses to RFP 15-13 for onsite automotive and heavy equipment parts, repair, and services for the Equipment Management Division. On February 9, 2015, eight proposals were received. An evaluation committee consisting of representatives from Materials Management, Equipment Management, Water Services and Police Services reviewed the offers received. NAPA was determined to have met all requirements of the RFP and offered the most responsible and responsive proposal for an onsite outsourced parts operation.

The competitive bid proposal process resulted in a two percent overall reduction in parts markup over the existing contract. The parts fill rates of the city's current vendor exceed our contract parts fill rate targets providing the city and our customers' exceptional value. The parts fill rate increased from 38% to 72% during the first four years of the contract and has risen to 99% for light duty and 95% for heavy duty parts as measured last month. Increased parts availability as noted in the parts fill rate, provides better service to our customers by improving the number of vehicles in service daily and reducing vehicle downtime with fewer maintenance hours due to delays in parts acquisition. Improved inventory control has been achieved as all

parts are owned by the contractor and the city has no requirement for annual parts inventories. Inventory carrying cost has been eliminated due to the parts inventory being owned by the contractor. Not only has the cost of inventory been reduced, the cost of lost or unused inventory has been eliminated.

Previous Related Council Action

On May 16, 2012, a second, three-year extension was signed for a contract period effective July 1, 2012 to June 30, 2015.

On July 1, 2004, the city began contracting with NAPA for a contracted on-site parts room operation for the Equipment Management Division. The term of the contract was for five years with the option to extend the contract for an additional two, three-year periods.

Community Benefit/Public Involvement

A contract with NAPA is expected to increase benefits to the city primarily resulting from the NAPA organization's nationwide supply chain network and operational expertise. By outsourcing this service, the city's Equipment Management Division is expected to reduce vehicle and equipment downtime for repair and service. By reducing vehicle downtime to internal customers including Fire, Police, Sanitation, Landfill and Materials Recovery Facility the Equipment Management Division has achieved the goal of improved services to the community.

Budget and Financial Impacts

Funding is available in the Public Works Department operating and maintenance budget. Expenditures with NAPA are not to exceed $1,476,762 for FY 2015-16, and an amount not to exceed $7,683,810, including inflationary adjustments, over the full five-year term of the agreement pending annual budget approval.

Cost	Fund-Department-Account
$1,170,300	2590-18302-523000, Parts Store Operations
$57,000	2590-18302-524400, Parts Store Operations
$186,462	2590-18302-518200, Parts Store Operations
$10,000	2440-17710-524400, Landfill
$1,500	2400-17750-523400, Materials Recovery Facility Operations
$2,000	2480-17820-524400, Sanitation Frontload
$9,000	2480-17830-524400, Curb Service
$1,500	2480-17840-524400, Residential-Loose Trash Collection
$500	2480-17810-524400, Sanitation Roll-Off
$4,000	2590-18300-523240, Fleet Management
$4,500	2590-18301-524400, Fuel Services
$30,000	2440-17710-523400, Landfill

Capital Expense? No

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?

powered by Legistar™

AGREEMENT FOR

ONSITE AUTOMOTIVE AND HEAVY EQUIPMENT PARTS, REPAIR, AND SERVICES

City of Glendale Solicitation No. 15-13

This Agreement for Onsite Automotive and Heavy Equipment and Parts, Repair, and Services ("Agreement") is effective and entered into between CITY OF GLENDALE, an Arizona municipal corporation ("City"), and Hempelman Auto Parts Co., an Arizona corporation dba NAPA Auto Parts, authorized to do business in Arizona (the "Contractor"), as of the _____ day of _____, 20 .

RECITALS

A. City intends to undertake a project for the benefit of the public and with public funds that is more fully set forth in **Exhibit A**, pursuant to Solicitation No. 15-13 (the "Project");

B. City desires to retain the services of Contractor to perform those specific duties and produce the specific work as set forth in the Project attached hereto;

C. City and Contractor desire to memorialize their agreement with this document.

AGREEMENT

In consideration of the Recitals, which are confirmed as true and correct and incorporated by this reference, the mutual promises and covenants contained in this Agreement, and other good and valuable consideration, City and Contractor agree as follows:

1. Key Personnel; Sub-contractors.

1.1 Services. Contractor will provide all services necessary to assure the Project is completed timely and efficiently consistent with Project requirements, including, but not limited to, working in close interaction and interfacing with City and its designated employees, and working closely with others, including other contractors or consultants, retained by City.

1.2 Project Team.

a. Project Manager.

(1) Contractor will designate an employee as Project Manager with sufficient training, knowledge, and experience to, in the City's option, complete the Project and handle all aspects of the Project such that the work produced by Contractor is consistent with applicable standards as detailed in this Agreement;

(2) The City must approve the designated Project Manager; and

(3) To assure the Project schedule is met, Project Manager may be required to devote no less than a specific amount of time as set out in Exhibit A.

b. Project Team.

(1) The Project Manager and all other employees assigned to the project by Contractor will comprise the "Project Team."

(2) Project Manager will have responsibility for and will supervise all other employees assigned to the Project by Contractor.

c. Discharge, Reassign, Replacement.

(1) Contractor acknowledges the Project Team is comprised of the same persons and roles for each as may have been identified in the response to the Project's solicitation.

(2) Contractor will not discharge, reassign or replace or diminish the responsibilities of any of the employees assigned to the Project who have been approved by City without City's prior written consent unless that person leaves the employment of Contractor, in which event the substitute must first be approved in writing by City.

(3) Contractor will change any of the members of the Project Team at the City's request if an employee's performance does not equal or exceed the level of competence that the City may reasonably expect of a person performing those duties or if the acts or omissions of that person are detrimental to the development of the Project.

d. Sub-contractors.

(1) Contractor may engage specific technical contractor (each a "Sub-contractor") to furnish certain service functions.

(2) Contractor will remain fully responsible for Sub-contractor's services.

(3) Sub-contractors must be approved by the City, unless the Sub-contractor was previously mentioned in the response to the solicitation.

(4) Contractor shall certify by letter that contracts with Sub-contractors have been executed incorporating requirements and standards as set forth in this Agreement.

2. **Schedule.** The services will be undertaken in a manner that ensures the Project is completed timely and efficiently in accordance with the Project.

3. **Contractor's Work.**

3.1 Standard. Contractor must perform services in accordance with the standards of due diligence, care, and quality prevailing among contractors having substantial experience with the successful furnishing of services for projects that are equivalent in size, scope, quality, and other criteria under the Project and identified in this Agreement.

3.2 Licensing. Contractor warrants that:

a. Contractor and Sub-contractors will hold all appropriate and required licenses, registrations and other approvals necessary for the lawful furnishing of services ("Approvals"); and

b. Neither Contractor nor any Sub-contractor has been debarred or otherwise legally excluded from contracting with any federal, state, or local governmental entity ("Debarment").

(1) City is under no obligation to ascertain or confirm the existence or issuance of any Approvals or Debarments or to examine Contractor's contracting ability.

(2) Contractor must notify City immediately if any Approvals or Debarment changes during the Agreement's duration and the failure of the Contractor to notify City as required will constitute a material default under the Agreement.

3.3 Compliance. Services will be furnished in compliance with applicable federal, state, county and local statutes, rules, regulations, ordinances, building codes, life safety codes, and other standards and criteria designated by City.

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

3.4 Coordination; Interaction.

a. For projects that the City believes requires the coordination of various professional services, Contractor will work in close consultation with City to proactively interact with any other professionals retained by City on the Project ("Coordinating Project Professionals").

b. Subject to any limitations expressly stated in the Project Budget, Contractor will meet to review the Project, Schedule, Project Budget, and in-progress work with Coordinating Project Professionals and City as often and for durations as City reasonably considers necessary in order to ensure the timely work delivery and Project completion.

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

3.5 Work Product.

a. Ownership. Upon receipt of payment for services furnished, Contractor grants to City, and will cause its Sub-contractors to grant to the City, the exclusive ownership of and all copyrights, if any, to evaluations, reports, drawings, specifications, project manuals, surveys, estimates, reviews, minutes, all "architectural work" as defined in the United States Copyright Act, 17 U.S.C § 101, *et seq.,* and other intellectual work product as may be applicable ("Work Product").

(1) This grant is effective whether the Work Product is on paper (e.g., a "hard copy"), in electronic format, or in some other form.

(2) Contractor warrants, and agrees to indemnify, hold harmless and defend City for, from and against any claim that any Work Product infringes on third-party proprietary interests.

b. Delivery. Contractor will deliver to City copies of the preliminary and completed Work Product promptly as they are prepared.

c. City Use.

(1) City may reuse the Work Product at its sole discretion.

(2) In the event the Work Product is used for another project without further consultations with Contractor, the City agrees to indemnify and hold Contractor harmless from any claim arising out of the Work Product.

(3) In such case, City shall also remove any seal and title block from the Work Product.

4. Compensation for the Project.

4.1 Compensation. Contractor's compensation for the Project, including those furnished by its Sub-contractors will not exceed $1,476,762 for fiscal year 2015-16, or a maximum of $7,683,810, over the full five-year period, as specifically detailed in **Exhibit B** (the "Compensation").

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

a. Adjustments to the Compensation require a written amendment to this Agreement and may require City Council approval.

b. Additional services which are outside the scope of the Project contained in this Agreement may not be performed by the Contractor without prior written authorization from the City.

c. Notwithstanding the incorporation of the Exhibits to this Agreement by reference, should any conflict arise between the provisions of this Agreement and the provisions found in

the Exhibits and accompanying attachments, the provisions of this Agreement shall take priority and govern the conduct of the parties.

5. Billings and Payment.

5.1 Applications.

a. Contractor will submit monthly invoices (each, a "Payment Application") to City's Project Manager and City will remit payments based upon the Payment Application as stated below.

b. The period covered by each Payment Application will be one calendar month ending on the last day of the month or as specified in the solicitation.

5.2 Payment.

a. After a full and complete Payment Application is received, City will process and remit payment within 30 days.

b. Payment may be subject to or conditioned upon City's receipt of:

(1) Completed work generated by Contractor and its Sub-contractors; and

(2) Unconditional waivers and releases on final payment from Sub-contractors as City may reasonably request to assure the Project will be free of claims arising from required performances under this Agreement.

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

a. If the Payment Application is rejected, the Project Manager will issue a written listing of the items not approved for payment.

b. City may withhold an amount sufficient to pay expenses that City reasonably expects to incur in correcting the deficiency or deficiencies rejected for payment.

6. Termination.

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

a. Contractor will be equitably compensated for Goods or Services furnished prior to receipt of the termination notice and for reasonable costs incurred.

b. Contractor will also be similarly compensated for any approved effort expended and approved costs incurred that are directly associated with project closeout and delivery of the required items to the City.

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

a. Contractor will not be entitled to further payment until after City has determined its damages. If City's damages resulting from the breach, as determined by City, are less than the equitable amount due but not paid Contractor for Service and Repair furnished, City will pay the amount due to Contractor, less City's damages, in accordance with the provision of § 5.

b. If City's direct damages exceed amounts otherwise due to Contractor, Contractor must pay the difference to City immediately upon demand; however, Contractor will not be subject to consequential damages of more than $1,000,000 or the amount of this Agreement, whichever is greater.

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

8. **Insurance.**

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

a. Contractor and Sub-contractors. Contractor, and each Sub-contractor performing work or providing materials related to this Agreement must procure and maintain the insurance coverages described below (collectively referred to herein as the "Contractor's Policies"), until each Party's obligations under this Agreement are completed.

b. General Liability.

(1) Contractor must at all times relevant hereto carry a commercial general liability policy with a combined single limit of at least $1,000,000 per occurrence and $2,000,000 annual aggregate for each property damage and contractual property damage.

(2) Sub-contactors must at all times relevant hereto carry a general commercial liability policy with a combined single limit of at least $1,000,000 per occurrence.

(3) This commercial general liability insurance must include independent contractors' liability, contractual liability, broad form property coverage, XCU hazards if requested by the City, and a separation of insurance provision.

(4) These limits may be met through a combination of primary and excess liability coverage.

c. Auto. A business auto policy providing a liability limit of at least $1,000,000 per accident for Contractor and $1,000,000 per accident for Sub-contractors and covering owned, non-owned and hired automobiles.

d. Workers' Compensation and Employer's Liability. A workers' compensation and employer's liability policy providing at least the minimum benefits required by Arizona law.

e. Notice of Changes. Contractor's Policies must provide for not less than 30 days' advance written notice to City Representative of:

(1) Cancellation or termination of Contractor or Sub-contractor's Policies;

(2) Reduction of the coverage limits of any of Contractor or and Sub-contractor's Policies; and

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

f. Certificates of Insurance.

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

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

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

g. Other Contractors or Vendors.

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

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

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

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

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

8.2 Sub-contractors.

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

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

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

8.3 Indemnification.

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

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

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

9. Immigration Law Compliance.

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

9.2 Any breach of warranty under subsection 9.1 above is considered a material breach of this Agreement and is subject to penalties up to and including termination of this Agreement.

9.3 City retains the legal right to inspect the papers of any Contractor or subcontractor employee who performs work under this Agreement to ensure that the Contractor or any subcontractor is compliant with the warranty under subsection 9.1 above.

9.4 City may conduct random inspections, and upon request of City, Contractor shall provide copies of papers and records of Contractor demonstrating continued compliance with the warranty under subsection 9.1 above. Contractor agrees to keep papers and records available for inspection by the City during normal business hours and will cooperate with City in exercise of its statutory duties and not deny access to its business premises or applicable papers or records for the purposes of enforcement of this section.

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

9.6 Contractor's warranty and obligations under this section to the City is continuing throughout the term of this Agreement or until such time as the City determines, in its sole discretion, that Arizona law has been modified in that compliance with this section is no longer a requirement.

9.7 The "E-Verify Program" above means the employment verification program administered by the United States Department of Homeland Security, the Social Security Administration, or any successor program.

10. Notices.

10.1 A notice, request or other communication that is required or permitted under this Agreement (each a "Notice") will be effective only if:

a. The Notice is in writing; and

b. Delivered in person or by overnight courier service (delivery charges prepaid), certified or registered mail (return receipt requested); and

c. Notice will be deemed to have been delivered to the person to whom it is addressed as of the date of receipt, if:

(1) Received on a business day, or before 5:00 p.m., at the address for Notices identified for the Party in this Agreement by U.S. Mail, hand delivery, or overnight courier service on or before 5:00 p.m.; or

(2) As of the next business day after receipt, if received after 5:00 p.m.

d. The burden of proof of the place and time of delivery is upon the Party giving the Notice; and

e. Digitalized signatures and copies of signatures will have the same effect as original signatures.

10.2 Representatives.

a. Contractor. Contractor's representative (the "Contractor's Representative") authorized to act on Contractor's behalf with respect to the Project, and his or her address for Notice delivery is:

Hempelman Auto Parts Co., dba NAPA Auto Parts
c/o David Hempelman, President
8871 North 79th Avenue
Peoria, AZ 85345
623-518-2217

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

City of Glendale
c/o Montana Slack, Ph.D.
Equipment Management Superintendent
6210 West Myrtle Avenue
Glendale, Arizona 85301
623-930-2621

With required copy to:

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

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

c. Concurrent Notices.

(1) All notices to City's representative must be given concurrently to City Manager and City Attorney.

(2) A notice will not be deemed to have been received by City's representative until the time that it has also been received by City Manager and City Attorney.

(3) City may appoint one or more designees for the purpose of receiving notice by delivery of a written notice to Contractor identifying the designee(s) and their respective addresses for notices.

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

11. Financing Assignment. City may assign this Agreement to any City-affiliated entity, including a non-profit corporation or other entity whose primary purpose is to own or manage the Project.

12. Entire Agreement; Survival; Counterparts; Signatures.

12.1 Integration. This Agreement contains, except as stated below, the entire agreement between City and Contractor and supersedes all prior conversations and negotiations between the parties regarding the Project or this Agreement.

a. Neither Party has made any representations, warranties or agreements as to any matters concerning the Agreement's subject matter.

b. Representations, statements, conditions, or warranties not contained in this Agreement will not be binding on the parties.

c. The solicitation, any addendums and the response submitted by the Contractor are incorporated into this Agreement as if attached hereto. Any Contractor response modifies the original solicitation as stated. Inconsistencies between the solicitation, any addendums and the response or any excerpts attached as Exhibit A and this Agreement will be resolved by the terms and conditions stated in this Agreement.

12.2 Interpretation.

a. The parties fairly negotiated the Agreement's provisions to the extent they believed necessary and with the legal representation they deemed appropriate.

b. The parties are of equal bargaining position and this Agreement must be construed equally between the parties without consideration of which of the parties may have drafted this Agreement.

c. The Agreement will be interpreted in accordance with the laws of the State of Arizona.

12.3 Survival. Except as specifically provided otherwise in this Agreement, each warranty, representation, indemnification and hold harmless provision, insurance requirement, and every other right, remedy and responsibility of a Party, will survive completion of the Project, or the earlier termination of this Agreement.

12.4 Amendment. No amendment to this Agreement will be binding unless in writing and executed by the parties. Any amendment may be subject to City Council approval. Electronic signature blocks do not constitute execution.

12.5 Remedies. All rights and remedies provided in this Agreement are cumulative and the exercise of any one or more right or remedy will not affect any other rights or remedies under this Agreement or applicable law.

12.6 Severability. If any provision of this Agreement is voided or found unenforceable, that determination will not affect the validity of the other provisions, and the voided or unenforceable provision will be deemed reformed to conform to applicable law.

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

13. **Term.** The term of this Agreement commences upon the effective date and continues for a two (2)-year initial period. The City may, at its option and with the approval of the Contractor, extend the term of this Agreement an additional three (3) years, renewable on an annual basis. Contractor will be notified in writing by the City of its intent to extend the Agreement period at least 30 calendar days prior to the expiration of the original or any renewal Agreement period. Price adjustments will only be reviewed during the Agreement renewal period and will be a determining factor for renewal. There are no automatic renewals of this Agreement.

14. **Dispute Resolution.** Each claim, controversy and dispute (each a "Dispute") between Contractor and City will be resolved in accordance with Exhibit C. The final determination will be made by the City.

15. **Exhibits.** The following exhibits, with reference to the term in which they are first referenced, are incorporated by this reference.

Exhibit A Project

Exhibit B Compensation

Exhibit C Dispute Resolution

(Signatures appear on the following page.)

The parties enter into this Agreement as of the effective date shown above.

City of Glendale,
an Arizona municipal corporation

_____

By: Richard A. Bowers
Its: Acting City Manager

ATTEST:

_____

City Clerk (SEAL)

APPROVED AS TO FORM:

_____

City Attorney

Hempelman Auto Parts Co., an Arizona corporation,
dba NAPA Auto Parts

_____

By: David Hempelman
Its: President

EXHIBIT A

ONSITE AUTOMOTIVE AND HEAVY EQUIPMENT PARTS, REPAIR, AND SERVICES PROJECT

The City of Glendale is requesting a qualified firm to provide a turnkey parts and service operation to conduct business to support the City's fleet maintenance facility.

EXHIBIT B

ONSITE AUTOMOTIVE AND HEAVY EQUIPMENT PARTS, REPAIR, AND SERVICES

COMPENSATION

METHOD AND AMOUNT OF COMPENSATION

Method of payment is provided in Paragraph 5 of the Agreement. The amount of compensation, including products and services, is provided in RFP 15-13.

NOT-TO-EXCEED AMOUNT

The total amount of compensation paid to Contractor for full completion of all work required by the Project during the entire term of the Project must not exceed $1,476,762 for fiscal year 2015-16, or a maximum of $7,683,810, over the full five-year period.

DETAILED PROJECT COMPENSATION

Per RFP 15-13. See attached Solicitation details.

GLENDALE	SOLICITATION NUMBER: RFP 15-13 ONSITE AUTOMOTIVE AND HEAVY EQUIPMENT PARTS, REPAIR AND SERVICES	CITY OF GLENDALE Materials Management 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301

4.0 OFFER SHEET

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

David Hempelman
Authorized Signature

Hempelman Auto parts Co., Inc.
dba NAPA Auto Parts
Company's Legal Name

David Hempelman
Printed Name

8871 N. 78th. Ave.
Address

President
Title

Peoria, AZ 85345
City, State & Zip Code

623-518-2217
Telephone Number

623-518-9377
FAX Number

dhempelman1@cox.net
Authorized Signature Email Address

Date

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

Contact Name **Phone Number** **Fax Number**

Email Address

FEDERAL TAXPAYER ID NUMBER: 86-0181686

Arizona Sales Tax No. 07074361Y Tax Rate 9.2%

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

Minority or woman owned business: Yes ____ No X

GLENDALE	SOLICITATION NUMBER: RFP 15-13 ONSITE AUTOMOTIVE AND HEAVY EQUIPMENT PARTS, REPAIR AND SERVICES	CITY OF GLENDALE Materials Management 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301

5.0 PRICE SHEET

5.1 **PRICE** Unit Price represents the price of each unit which includes, but is not limited to, shipping, packaging, licenses, fees, labor, insurance, and any other associated direct or indirect costs. Sales taxes should not be included in unit prices.

Item No.	DESCRIPTION	Percent MarkUp or MarkDown from Price List
5.1.1	Check only one: ☒ Percent MarkUp from Price List Or ☐ Percent MarkDown from Price List Note: See Paragraph 1.6, Stock Parts Availability. Percentage proposed must ensure Vendor's minimum acceptable profit margin.	8 %
5.1.2	Percent Markup for items not in Vendor's normal inventory Price List as identified in Paragraph 1.7	8 %

5.2 **TAX AMOUNT** Offeror should not include any use tax or federal tax in their bid price. The City is exempt from the payment of federal excise tax and will add use tax as applicable. For the purpose of determining the lowest cost, the City will not take tax into consideration.

Tax: 9.2 %

5.3 **DELIVERY** All orders shall be delivered as per Specifications.

5.4 **PROCUREMENT CARD ORDERING CAPABILITY** Please check appropriate box.

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

_X_NO, I will not accept payment under this contract with the Procurement Card.

Company Name: Hempelman auto Parts Co., Inc./dba NAPA Auto Parts

8.0

ATTACHMENT C

REVISED PRICING SUPPLEMENT				
ITEM NO.	DESCRIPTION	VIN NUMBERS	VENDOR' S LIST PRICE	VENDOR'S SALE PRICE
8.1	ALTERNATOR, 160 AMP, 2013 CHEVROLET TAHOE, 5.3L V8	1GNLC2E08DR282910	$ 304.82	$ 111.93
8.2	ALTERNATOR, 200 AMP, 2006 & UP FORD CROWN VIC, POLICE PKG	2FABP7BV5AX106085	$ 620.24	$ 227.76
8.3	ALTERNATOR, 145 AMP, 2011 PETERBILT, CUMMINS ISL 8.9L	3BPZK59XXBF126854	$ 453.00	$ 208.20
8.4	BRAKES DISC 17", 2013 CHEVROLET TAHOE	1GNLC2E08DR282910	$ 127.94	$ 46.29
8.5	BRAKE SHOES, 2013 CHEVROLET TAHOE	1GNLC2E08DR282910	$ 133.38	$ 56.79
8.6	BATTERY, DRY CELL, 2009 HONDA ST1300PA POLICE BIKE	JH2SC51779K600158	$ 89.95	$ 74.34
8.7	BATTERY, MAINTENANCE FREE, 750CCA, 2006 & UP FORD CROWN VIC, POLICE PKG	2FABP7BV5AX106085	$ 165.31	$ 91.41
8.8	BATTERY, MAINTENANCE FREE, 660 CCA, 2013 CHEVROLET TAHOE, 5.3L V8	1GNLC2E08DR282910	$ 166.64	$ 92.15
8.9	BATTERY, HVY DTY, COMMERCIAL, 2003, EONE HUSH FIRE TRUCK	4EN3BCA8731007300	$ 223.61	$ 124.52
8.10	WIPER BLADES, BOLT ON, 1997 & UP, EONE HUSH FIRE TRUCK	4ENDAAA83V1007275	$ 14.38	$ 4.86
8.11	DRIVE BELT ASSESSORY, 2003, EONE HUSH FIRE TRUCK, CUMMINS ISM 10.8L	4EN3BCA8931007301	$ 183.17	$ 89.82
8.12	ALTERNATOR, 320 AMP, 2003, EONE HUSH FIRE TRUCK	4EN3BCA8031007302	$ 1,311.23	$ 425.41
8.13	FRONT STRUTS, 2006 & UP FORD CROWN VIC, POLICE PKG	2FABP7BV5AX106085	$ 163.03	$ 116.21

CITY OF GLENDALE
Materials Management
5850 W. Glendale Avenue
Suite 317
Glendale, AZ 85301
Phone: (623) 930-2866

8.14	SHOCK ABSRBR, REAR, 2006 & UP FORD CROWN VIC, POLICE PKG	2FABP7BV5AX106085	$ 85.48	$ 60.93
8.15	WATER PUMP, 2006 & UP FORD CROWN VIC, 4.6L V8 POLICE PKG	2FABP7BV5AX106085	$ 87.88	$ 32.03
8.16	GRIP CYLINDER, 2012 PETERBILT, W/ HEIL MODEL 320 RAPID RAIL BODY	3BPZK59X5CF162629	$ 785.40	$ 514.08
8.17	GRIPPER STRAP, 2012 PETERBILT, W/HEIL MODEL 320 RAPID RAIL BODY	3BPZK59X5CF162629	$ 34.87	$ 22.82
8.18	GRIP CYLINDER, 2013 AUTOCAR, W/MODEL 30 SCORPION BODY	5VCACRVF1EH216383	$ 1,271.40	$ 686.56
8.19	GRIPPER STRAP, 2013 AUTOCAR, W/MODEL 30 SCORPION BODY	5VCACRVF1EH216383	$ 25.50	$ 13.77
8.20	PACKER PADDLE/BLADE, 2013 PETERBILT, W/ HEIL MODEL 320 RAPID RAIL BODY	3BPZK59X1CF162630	$ 3,250.00	$ 2,673.00
8.21	PACKER CYLINDER, 2013 PETERBILT, W/HEIL MODEL 320 RAPID RAIL BODY	3BPZK59X1CF162630	$ 1,159.00	$ 891.00
8.22	COMP, A/C, W/CLUTCH & PULLEY, 2006 FORD TAURUS, 3.0L	1FAFP53266A176155	$ 354.78	$ 191.58
8.23	IGNITION WIRE SET, 2006 FORD TAURUS, 3.0L	1FAFP53266A176155	$ 46.20	$ 16.65
8.24	COOLING FAN ASSEMBLY; 2010 & UP, CHEVROLET TAHOE POLICE PKG	1GNMCAE04AR224688	$ 398.40	$ 184.50
8.25	BLADE, WIPER ASSEMBLE, 2010 & UP, CHEVROLET TAHOE POLICE PKG	1GNMCAE04AR224688	$ 23.98	$ 8.10
8.26	BLADE, WIPER REAR, 2010 & UP, CHEVORLET TAHOE POLICE PKG	1GNMCAE04AR224688	$ 16.78	$ 5.67
8.27	BLADE, WIPER ASSEMBLE, 2011 & UP PETERBILT, MODEL 320	3BPZK59XXBF126854	$ 11.18	$ 3.78
8.28	GUTTER BROOM, 2007 INTERNATIONAL, MODEL 4300 BROOMBEAR STREET	1HTMMAAN67H530798	$ 212.86	$ 110.81

	SWEEEPER			
8.29	DIRT SHOES, 2007 INTERNATIONAL, MODEL 4300 BROOMBEAR STREET SWEEEPER	1HTMMAAN67H530798	$ 880.00	$ 432.00
8.30	WATER PUMP, 2005 CHEVROLET 1500, 4.3L V-6	1GCEC19V15Z182490	$ 209.24	$ 76.27

EXHIBIT C

ONSITE AUTOMOTIVE AND HEAVY EQUIPMENT PARTS, REPAIR, AND SERVICES

DISPUTE RESOLUTION

1. Disputes.

1.1 Commitment. The parties commit to resolving all disputes promptly, equitably, and in a good-faith, cost-effective manner.

1.2 Application. The provisions of this Exhibit will be used by the parties to resolve all controversies, claims, or disputes ("Dispute") arising out of or related to this Agreement-including Disputes regarding any alleged breaches of this Agreement.

1.3 Initiation. A party may initiate a Dispute by delivery of written notice of the Dispute, including the specifics of the Dispute, to the Representative of the other party as required in this Agreement.

1.4 Informal Resolution. When a Dispute notice is given, the parties will designate a member of their senior management who will be authorized to expeditiously resolve the Dispute.

a. The parties will provide each other with reasonable access during normal business hours to any and all non-privileged records, information and data pertaining to any Dispute in order to assist in resolving the Dispute as expeditiously and cost effectively as possible;

b. The parties' senior managers will meet within 10 business days to discuss and attempt to resolve the Dispute promptly, equitably, and in a good faith manner, and

c. The Senior Managers will agree to subsequent meetings if both parties agree that further meetings are necessary to reach a resolution of the Dispute.

2. Arbitration.

2.1 Rules. If the parties are unable to resolve the Dispute by negotiation within 30 days from the Dispute notice, and unless otherwise informal discussions are extended by the mutual agreement, the parties may agree, in writing, that the Dispute will be decided by binding arbitration in accordance with Commercial Rules of the AAA, as amended herein. Although the arbitration will be conducted in accordance with AAA Rules, it will not be administered by the AAA, but will be heard independently.

a. The parties will exercise best efforts to select an arbitrator within 5 business days after agreement for arbitration. If the parties have not agreed upon an arbitrator within this period, the parties will submit the selection of the arbitrator to one of the principals of the mediation firm of Scott & Skelly, LLC, who will then select the arbitrator. The parties will equally share the fees and costs incurred in the selection of the arbitrator.

b. The arbitrator selected must be an attorney with at least 10 years experience, be independent, impartial, and not have engaged in any business for or adverse to either Party for at least 10 years.

2.2 Discovery. The extent and the time set for discovery will be as determined by the arbitrator. Each Party must, however, within ten (10) days of selection of an arbitrator deliver to the other Party copies of all documents in the delivering party's possession that are relevant to the dispute.

2.3 Hearing. The arbitration hearing will be held within 90 days of the appointment of the arbitrator. The arbitration hearing, all proceedings, and all discovery will be conducted in Glendale, Arizona unless otherwise agreed by the parties or required as a result of witness location. Telephonic hearings and other reasonable arrangements may be used to minimize costs.

2.4 Award. At the arbitration hearing, each Party will submit its position to the arbitrator, evidence to support that position, and the exact award sought in this matter with specificity. The arbitrator must select the award sought by one of the parties as the final judgment and may not independently alter or modify the awards sought by the parties, fashion any remedy, or make any equitable order. The arbitrator has no authority to consider or award punitive damages.

2.5 Final Decision. The Arbitrator's decision should be rendered within 15 days after the arbitration hearing is concluded. This decision will be final and binding on the Parties.

2.6 Costs. The prevailing party may enter the arbitration in any court having jurisdiction in order to convert it to a judgment. The non-prevailing party shall pay all of the prevailing party's arbitration costs and expenses, including reasonable attorney's fees and costs.

3. **Services to Continue Pending Dispute.** Unless otherwise agreed to in writing, Contractor must continue to perform and maintain progress of required services during any Dispute resolution or arbitration proceedings, and City will continue to make payment to Contractor in accordance with this Agreement.

4. **Exceptions.**

4.1 Third Party Claims. City and Contractor are not required to arbitrate any third-party claim, cross-claim, counter claim, or other claim or defense of a third-party who is not obligated by contract to arbitrate disputes with City and Contractor.

4.2 Liens. City or Contractor may commence and prosecute a civil action to contest a lien or stop notice, or enforce any lien or stop notice, but only to the extent the lien or stop notice the Party seeks to enforce is enforceable under Arizona Law, including, without limitation, an action under A.R.S. § 33-420, without the necessity of initiating or exhausting the procedures of this Exhibit.

4.3 Governmental Actions. This Exhibit does not apply to, and must not be construed to require arbitration of, any claims, actions or other process filed or issued by City of Glendale Building Safety Department or any other agency of City acting in its governmental permitting or other regulatory capacity.

EVALUATOR'S SCORE SHEET
RFP 15-13

ONSITE AUTOMOTIVE AND HEAVY EQUIPMENT REPAIRS & SERVICES

EVALUATION CRITERIA	MAXIMUM POINTS	PARTS AUTHORITY	SANDERSON FORD	FACTORY MOTOR PARTS	OREILLY AUTO PARTS	TRUCK REPAIR PHX, INC	HEMPELMAN AUTO PARTS	MANAGEMENT CONSULTING INC. (MANCON)	SUNWEST DISTRIBUTING
Statement of the Project (5%)									
Offerors should state, in concise terms, their understanding of the project and the RFP requirements, including the scope of work, terms and conditions.	50	36	44	37	46	8	47	45	17
COMMENTS		Pros: Con: Statement of project generic. Need to identify terms & conditions.	Pros: Cons: Statement of project generic.	Pros: Cons: Statement of project generic.	Pros: Cons: Statement of project generic.	Pros: Cons: Talked more about fleet services. No understanding of project. RFP offered is for City of Mesa.	Pros: Cons:	Pros: Cons:	Pros: Cons: No clear understanding of project.
CONSENSUS SCORE	**50**	**36**	**44**	**37**	**46**	**8**	**47**	**45**	**17**
Management Summary (10%)									
Offerors should describe their firm's history, experience, business philosophy management operations, financial stability and capability, locations, years of experience, personnel plan, customer satisfaction program, and any pertinent information that allows their firm to provide the services requested in this RFP. Offerors should provide names, qualifications, resumes and experiences of key personnel to be assigned to the implementation of this project.	100	78	81	74	86	10	88	81	49
COMMENTS		Pros: Cons: No mention of financial stability or capability. Only 8 local stores. None in Glendale.	Pros: Cons: Generic summary. More like a sales pitch. No mention of business philosophy or customer satisfaction.	Pros: Cons:	Pros: Cons: Incomplete summary. Has highest number of no price items in the Price Sheet. Reviews prices every year.	Pros: Cons: Hardly any info. Not spelled out. RFP offered is for City of Mesa.	Pros: Good detail. Well organized. Proven track record. Huge inventory. Cons:	Pros: Cons: All locations are in east coast. No history of financial info.No names to projects.	Pros: Cons: Financial status is unclear. Proposal is difficult to understand.
CONSENSUS SCORE	**100**	**78**	**81**	**74**	**86**	**10**	**88**	**81**	**49**

EVALUATOR'S SCORE SHEET
RFP 15-13

ONSITE AUTOMOTIVE AND HEAVY EQUIPMENT REPAIRS & SERVICES

EVALUATION CRITERIA	MAXIMUM POINTS	PARTS AUTHORITY	SANDERSON FORD	FACTORY MOTOR PARTS	OREILLY AUTO PARTS	TRUCK REPAIR PHX, INC	HEMPELMAN AUTO PARTS	MANAGEMENT CONSULTING INC. (MANCON)	SUNWEST DISTRIBUTING
Project Approach (45%)									
● Special programs to improve customer access ● Inventory Sources ● How inventory stock levels are determined ● Anticipated response time ● Handling of city-owned tools through the parts room ● How many part numbers available ● How billing procedures are handled ● Available comprehensive reports ● Fleet Mgmt system integration ● Parts list/billing software used ● Handling non-stock items ● Handling waste products ● Inventory system used ● Policy on inferior items ● Tool Room management ● Pricing Schedule to stock parts and supplies.	450	329	430	356	407	65	433	415	283
COMMENTS		Pros: Cons: 1/2 of response dealt with Hazmat.No mention of KPI reports.Low level of staff.	Pros: Good approach Cons: No mention of report generation. No mention of parts posting in RTA.	Pros: Cons: No mention of posting parts and RTA. No mention of KPI reports. Website was ineffective.	Pros: Good approach. Cons: Lacks details in tool management. Poor warranty info. Not clear with heavy duty parts sourcing.	Pros: Cons: RFP offered is for City of Mesa. Did not capture most bullet points.	Pros:Outstanding approach. Known performance. Cons:	Pros: great transitional plan. Cons:	
CONSENSUS SCORE	**450**	**329**	**430**	**356**	**407**	**65**	**433**	**415**	**283**

EVALUATOR'S SCORE SHEET
RFP 15-13

ONSITE AUTOMOTIVE AND HEAVY EQUIPMENT REPAIRS & SERVICES

EVALUATION CRITERIA	MAXIMUM POINTS	PARTS AUTHORITY	SANDERSON FORD	FACTORY MOTOR PARTS	OREILLY AUTO PARTS	TRUCK REPAIR PHX, INC	HEMPELMAN AUTO PARTS	MANAGEMENT CONSULTING INC. (MANCON)	SUNWEST DISTRIBUTING
References (10%)									
Offerors should submit with their offer a list of three (3) references, from companies with whom the vendor has provided similar products/services in the last five years. Also, include company name, location, contact person, tel# and email address and description of products/services provided.	100	89	97	92	94	0	89	100	71
COMMENTS		Pros: Cons:	Pros: Cons:	Pros: Cons:	Pros:	Pro: Cons:	Pros: Cons:	Pros: Cons:	Pros: Cons:
CONSENSUS SCORE	**100**	**89**	**97**	**92**	**94**	**0**	**89**	**100**	**71**
Cost of Proposed Services (30%)	300	**236**	**167**	**171**	**209**	**205**	**196**	**160**	**52**
CONSENSUS SCORE	**300**	**236**	**167**	**171**	**209**	**205**	**196**	**160**	**52**
TOTAL SCORES	**1000**	**768**	**819**	**730**	**842**	**288**	**853**	**801**	**472**

AWARD DETERMINATION

Award is recommended to: HEMPELMAN AUTO PARTS CO. INC. / dba NAPA AUTO PARTS

HEMPLELMAN AUTO PARTS CO. INC./dba NAPA AUTO PARTS is deemed to be responsible and responsive proposer whose proposal is determined in writing to be the most advantageous to the City and best meets the overall needs of the City taking into consideration the evaluation factors set forth in the Request for Proposal.

File #: 15-398, **Version:** 1

APPROVAL OF THE FISCAL YEAR 2015-16 GILA RIVER ARENA CAPITAL REPAIRS/REPLACEMENT PROGRAM; AUTHORIZATION FOR THE ACTING CITY MANAGER TO RELEASE ESCROW ACCOUNT FUNDS TO ICEARIZONA MANAGER CO., LP, FOR THE FISCAL YEAR 2015-16 GILA RIVER ARENA CAPITAL REPAIRS/REPLACEMENT PROGRAM

Staff Contact: Jack Friedline, Director, Public Works

Purpose and Recommended Action

This is a request for City Council to approve the fiscal year (FY) 2015-16 Gila River Arena Capital Repairs/ Replacement (CRR) Program, and to authorize the Acting City Manager to release funds, under the terms of the operating agreement for the Gila River Arena, from an escrow account to reimburse IceArizona Manager Co., LP (IceArizona), to pay for the identified capital repairs as they are completed throughout the fiscal year, in an amount not to exceed $500,000 in FY 2015-16. The attached program represents the best efforts of the City of Glendale and IceArizona to predict the highest priority of items to be addressed over FY 2015-16. There may be on occasion unscheduled repairs that could arise that would take priority over, or change the priorities of the attached list.

Background

The City of Glendale is the owner of the Gila River Arena (Arena) located at 9400 West Maryland Avenue in the heart of the Sports and Entertainment District. The Arena was built as a state-of-the-art, multi-purpose facility and was opened for business on December 26, 2003. Gila River Arena is home to the National Hockey League's Arizona Coyotes and, in addition, hosts concerts with some of the biggest names in the music industry.

The operating agreement calls for the city to fund a CRR Program for the Arena. Some of the projects in the FY 2015-16 CRR Program include: Concrete repairs to the sidewalks around the gates and outside exits for approximately $25,000; Upgrade of the two-way radio system from a failing analog system to digital for approximately $25,000; and Installation of HVAC air conditioning units in the main telecommunications room approximately $45,000.

Analysis

As with any type of facility, capital reinvestment is necessary to ensure the structure is operationally sound and that the asset maintains its value.

Under the terms of the agreement with IceArizona, the city is required to fund $500,000 in capital cost per year through FY 2019 and increasing to $1,000,000 per year in FY 2020.

In the past, payments for capital repairs to the facility were approved administratively by the City Manager.

Starting last fiscal year, city staff developed an enhanced relationship with IceArizona in an effort to better oversee the facility and understand its needs to ensure this asset's value in the future.

Staff worked with IceArizona to agree upon the necessity of the projects outlined in this fiscal year's CRR Program and presents a total CRR Program for Council to approve before the projects have been started and any funds are expended. Additionally, staff will ensure that all capital repairs/ replacement projects follow city purchasing guidelines.

Previous Related Council Action

On November 24, 2014, Council approved the FY 2014-15 CRR Program and authorized the City Manager to release escrow account funds to reimburse IceArizona for capital repairs made to the Gila River Arena in an amount not to exceed $500,000 in FY 2014-15.

On June 24, 2014, Council authorized the City Manager to reimburse IceArizona Manager Co., LP the amount of $567,461.93 from the escrow account for capital repairs made to the city-owned Jobing.com Arena in FY 2013-14.

On February 4, 2014, Council was updated on the life-cycle cost information for Jobing.com Arena.

Community Benefit/Public Involvement

Proper maintenance and capital repairs to the Gila River Arena are necessary for the safety and enjoyment of all individuals who work and attend events at this city-owned facility. In addition, it is necessary to invest capital dollars in this facility to maintain its value as an asset to the city.

Budget and Financial Impacts

Funds in the amount of $500,000 are in an escrow account and available in FY 2015-16 to be used for payment to IceArizona Manager Co., LP for approved capital repairs/ replacements.

Capital Expense? Yes

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?

Fiscal Year 2015-16 Gila River Arena Capital Repairs/ Replacement Program
(Program not to exceed amount for Fiscal Year 2015-16: $500,000)

Capital Item	Description	Cost
Domestic cold water loop	Install isolation valves (3) to gain the ability to make emergency repairs on certain quadrants of the facility without the need to shut water off to the entire facility.	Estimated $25,000
HVAC Replacement	Installation of additional air conditioning unit in order to catch up and keep up with the increasing heat load of the main telecommunications room.	Estimated $45,000
Cooling Tower Piping	Installation of flange type fitting on the piping at the cooling tower to replace the Victaulic, grooved style fittings that constantly leak due to the weight of the piping.	Estimated $18,000
Security cameras	The DVR was replaced due to failure. Analog was no longer available, had to be replaced with digital. Replacement of 25 security cameras from analog to digital to stay compatible and have clearer imaging.	Estimated $20,000
Two way radio system	Upgrade the radio system from analog to digital. Due to prior failure and replacement of the repeater, the radio system must be upgraded to be compatible.	Estimated $25,000
Audio Control BSS	Audio system to concourse and restrooms has failed and needs to be replaced. This system is for the play by play audio throughout the facility during games.	Estimated $100,000
Concrete Repairs	Several areas on the side walks around gates and outside the exits have concrete settling that has created trip hazards. These sections will be cut out and made level with new concrete pads.	Estimated $25,000
Operations Equipment	Replacement of one floor scrubber that has failed beyond repair.	Estimated $8,000
COG Fire Radios	These funds are set aside for fire radio upgrade requested by Glendale Fire Department. $100,000 was set aside in 14/15. Arena management used $20,000 for sewage pump replacement in 14/15, bringing the total available fund to $80,000. Arena Management is replacing the $20,000. The total of funds set aside will again be $100,000.	Estimated $20,000
Contingency		Estimated $44,000
Sinking Fund/Roof Repair	Sinking fund will be used for future extensive capital repairs. The roof is in need of repair or replacement. Facilities Management Staff are working with Arena Management staff to find the appropriate solution. FY 14/15 Budget was approved for $120,000 that will be carried over.	Estimated $170,000
Total 2015/2016 Expenditures		**$500,000**

File #: 15-400, **Version:** 1

APPROVAL OF THE FISCAL YEAR 2015-16 CAMELBACK RANCH - GLENDALE CAPITAL REPAIRS/REPLACEMENT PROGRAM; AUTHORIZATION FOR THE ACTING CITY MANAGER TO EXPEND FUNDS TO REIMBURSE CAMELBACK SPRING TRAINING, LLC, FOR CAPITAL REPAIRS MADE AT CAMELBACK RANCH - GLENDALE IN FISCAL YEAR 2015-16

Staff Contact: Jack Friedline, Director, Public Works

Purpose and Recommended Action

This is a request for City Council to approve the fiscal year (FY) 2015-16 Camelback Ranch - Glendale spring training facility Capital Repairs/ Replacement (CRR) Program, and to authorize the Acting City Manager to expend funds to reimburse Camelback Spring Training, LLC, to pay for the identified capital repairs as they are completed throughout the fiscal year, in an amount not to exceed $836,752 in FY 2015-16. The attached CRR Program represents the best efforts of the City of Glendale and Camelback Spring Training, LLC, to predict the highest priority of items to be addressed in FY 2015-16. There may be on occasion unscheduled repairs that could arise that would take priority over, or change the priorities of the attached list.

Background

The City of Glendale is the owner of the Camelback Ranch - Glendale spring training facility located at 10710 West Camelback Road. This state-of-the-art baseball facility is the spring training home of the Los Angeles Dodgers and the Chicago White Sox. It is located on 125 acres at 111th Avenue west of the loop 101 between Camelback Road and Glendale Avenue. The facility opened in 2009.

The Management and Lease Agreement calls for the city to fund a CRR Program for the city-owned spring training facility. The costs for implementing a CRR Program is the responsibility of the City of Glendale and the costs for operating and basic maintenance of the facility is the responsibility of Camelback Spring Training, LLC.

Some of the projects in the FY 2015-16 CRR Program include: replacement of all remaining security system cameras for approximately $65,000; replacement of flooring in several locations for approximately $98,000; unscheduled capital repairs (HVAC, electrical, plumbing, etc.) for approximately $113,752; and replacement of original interior and exterior wireless access points and switches for approximately $250,000.

Analysis

As with any type of facility, capital reinvestment is necessary to ensure the safety and enjoyment of those who use it. Additionally, as this facility is owned by the city, it is important to maintain the value of the asset with an appropriate CRR Program in place.

Under the terms of the agreement with Camelback Spring Training, LLC, the city is required to establish a

Capital Repairs Account for the purpose of accumulating funds for the payment of the cost of Capital Repairs and Facility Upgrades. To this end, funds in the amount of $836,752 are programmed in FY 2015-16 to be used for payment to Camelback Spring training, LLC for approved capital repairs/ replacements.

In the past, payments for capital repairs to the facility were approved administratively by the City Manager. Starting last fiscal year, city staff developed an enhanced relationship with Camelback Spring Training, LLC in an effort to better oversee the facility and understand its needs to ensure this asset's value in the future.

Staff worked with Camelback Spring Training, LLC to agree upon the necessity of the projects outlined in this fiscal year's CRR Program and presents a total CRR Program for Council to approve before projects have been started and any funds are expended. Additionally, staff will ensure that all capital repairs/ replacement projects follow city purchasing guidelines.

Previous Related Council Action

On November 24, 2014, Council approved the FY 2014-15 CRR Program and authorized the City Manager to expend funds to reimburse Camelback Spring Training, LLC for capital repairs made to the facility in an amount not to exceed $836,752 in FY 2014-15.

On June 24, 2014, Council ratified the expenditure of funds to Camelback Spring Training; LLC in the amount of $400,253 for capital repairs completed in FY 2013-14 to the facility, and authorized the expenditure of funds in the amount of $26,014 to cover the remaining anticipated capital repairs for FY 2013-14.

On February 4, 2014, Council was updated on the life-cycle cost information for Camelback Ranch - Glendale spring training facility.

Community Benefit/Public Involvement

Proper maintenance and capital repairs to the Camelback Ranch - Glendale spring training facility are necessary for the safety and enjoyment of all individuals who work and attend events at this city-owned facility. In addition, it is necessary to invest capital dollars in this facility to maintain its value as an asset to the city.

Budget and Financial Impacts

Funds in the amount of $836,752 are programmed in FY 2015-16 to be used for payment to Camelback Spring Training, LLC for approved capital repairs/ replacements.

Cost	Fund-Department-Account
$836,752	**1000-81068, Camelback Ranch Maintenance Reserve**

Capital Expense? Yes

Budgeted? Yes

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Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?

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Fiscal Year 2015-16 Camelback Ranch - Glendale Capital Repairs/ Replacement Program
(Program not to exceed amount for Fiscal Year 2015-16: $836,752)

Capital Item	Description	Cost
Weight Room Flooring-LAD Major & Minor	Replace carpeting	Estimated $40,000
(2) Washers- Team Buildings	Replace washer and dryers	Estimated $25,000
Dodgers Minor-Carpets (Player Locker Room 3800 sq/ft & Training 1200 sq/ft)	Replace carpeting	Estimated $50,000
Stadium-Carpet/tiles/flooring (DNC Offices, CF, TBO, IDF- Building J 1,000 sq/ft)	Replace carpeting	Estimated $8,000
Sox Building-Exterior metal panels resealed	Clean and reseal metal siding on building	Estimated $25,000
Facility – Concrete Curb	Repaint curbing	Estimated $3,000
Facility-Gate-Replace Hinges	Gate hinges are wearing out and need replaced	Estimated $4,000
Facility-Ice Machine (1) (Building B)	Ice machine needs replaced in Building B	Estimated $10,000
Stadium – (2) Dugout Benches (excluding frames)	Replace the wood seating on the existing frames	Estimated $5,000
Stadium- Building A (10) Operable Windows	Sliding windows, rollers are worn and need replaced	Estimated $40,000
Stadium- (5) Pedestrian light poles- replace existing rusted poles/ lakeside	Replace poles	Estimated $20,000
New vinyl on stadium & facility pedestrian signs. Replace weathered/faded sign faces.	Signs have been faded and weathered	Estimated $50,000
Unscheduled CR's –as they occur	Unscheduled and Routine Capital Repairs/ Replacements	Estimated $113,752
Stadium- Bullpen Fencing	Repairs to the bull pen fencing	Estimated $10,000
Landscaping- trees/ bushes	Replace trees, shrubs, etc.	Estimated $5,000
Parking lot grading/resurfacing- West dirt lot	Grade and resurface west parking lot.	Estimated $35,000
Replace all original Interior Wireless Access Points, Exterior Wireless Access Points & related switches	Wireless devices for the teams and fans are often interrupted by the lack of digital service. All access points need to be changed to alleviate these interruptions.	Estimated $250,000
CATV & In- House Production- convert analog to digital (analog obsolete)	Upgrade Cable TV and in house production	Estimated $25,000

(10) Cisco Phone replacement	Replace phone system	Estimated $4,000
Security System- Replace all remaining Cameras	Change from analog to digital to communicate with new digital video recorder	Estimated $65,000
Security System-Access Control CPU /Server	Upgrades to the access control system	Estimated $25,000
Production- line score controller & LED Computer replacement	Replace Score board controller and computer	Estimated $4,000
Lake Pump	Replace lake pump	Estimated $20,000
Total 2015/2016 Expenditures		$836,752

File #: 15-401, **Version:** 1

AUTHORIZATION TO ENTER INTO A CONSTRUCTION AGREEMENT WITH TSG CONSTRUCTORS, LLC, FOR CONSTRUCTION OF THE TRANSIT CENTER AT ARROWHEAD TOWNE CENTER
Staff Contact: Jack Friedline, Director, Public Works

Purpose and Recommended Action

This is a request for City Council to authorize the Acting City Manager to enter into a construction agreement with TSG Constructors, LLC, for the construction of the transit center located at Arrowhead Towne Center in an amount not to exceed $617,000.

Background

As part of the regional transit system, Glendale and regional transportation plans have identified the need for a transit center facility in north Glendale.

A 2007 study confirmed this need due to the convergence of multiple transit routes in the area of Loop 101 and Bell Road, as well as the lack of adequate infrastructure to support existing transit service. Three local routes currently serve the north Glendale area. As part of the north Glendale project, a study was completed by the city's consultant to determine the optimal location for the transit center. The analysis, along with several public meetings and outreach opportunities during the study, clearly identified Arrowhead Towne Center as the preferred location for the transit center.

Analysis

Engineering Division staff opened bids for the construction of the transit center on May 14, 2015. Three bids were received, and TSG Constructors, LLC submitted the lowest responsive bid in the amount of $617,000. Staff anticipates completion of this construction project by November 1, 2015.

A request for City Council to approve a License Agreement with Arrowhead Towne Center (Macerich) for the use of space for the transit center on the north side of the mall is also on the June 23, 2015 agenda.

Previous Related Council Action

On January 27, 2015, Council approved a Professional Services Agreement with Dick & Fritsche Design Group, Inc. (DFDG) for the final design of the transit center located at Arrowhead Towne Center.

On August 14, 2012, Council approved the Professional Services Agreement with DFDG for planning and preliminary design services for the North Glendale Park-and-Ride/Transit Center project.

Community Benefit/Public Involvement

Construction of the transit center will encourage transit use by the public at Arrowhead Towne Center. Over 75,000 boardings occur each year at the mall. These boardings are a combination of transit users going to the mall to work and passengers utilizing the retail opportunities that Arrowhead Towne Center provides. A dedicated transit center at the mall will ensure that transit users have a safe and convenient location to access the mall for shopping and employment.

Budget and Financial Impacts

Funding in the amount of $617,000 for this project is available in the Fiscal Year 2015-2016 GO Transportation Capital Improvement Plan.

Cost	Fund-Department-Account
$617,000	2210-65080-550800, Bell/101 Park&Ride/Transit Ctr

Capital Expense? Yes

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

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Project 141511

CONSTRUCTION AGREEMENT

This Construction Agreement ("Agreement") is entered into and effective between the CITY OF GLENDALE, an Arizona municipal corporation ("City"), and TSG Constructors, an Arizona LLC, authorized to do business in Arizona ("Contractor") as of the _____ day of _____, 20__.

RECITALS

A. City intends to undertake a project for the benefit of the public and with public funds that is more fully set forth in the **Notice to Contractors** and the attached **Exhibit A** ("Project");

B. City desires to retain the services of Contractor to perform those specific duties and produce the specific work as set forth in the Project, the plans and specifications, the **Information for Bidders,** and the **Maricopa Association of Governments** ("MAG") **General and Supplemental Conditions and Provisions**;

C. City and Contractor desire to memorialize their agreement with this document.

AGREEMENT

In consideration of the Recitals, which are confirmed as true and correct and incorporated by this reference, the mutual promises and covenants contained in this Agreement, and other good and valuable consideration, City and Contractor agree as follows:

1. Project.

1.1 Scope. Contractor will provide all services and material necessary to assure the Project is completed timely and efficiently consistent with Project requirements, including, but not limited to, working in close interaction and interfacing with City and its designated employees, and working closely with others, including other contractors, providers or consultants retained by City.

1.2 Documents. The following documents are, by this reference, entirely incorporated into this Agreement and attached Exhibits as though fully set forth herein:

(A) Notice to Contractors;
(B) Information for Bidders;
(C) MAG General Conditions, Supplemental General Conditions, Special and Technical Provisions;
(D) Proposal;
(E) Bid Bond;
(F) Payment Bond;
(G) Performance Bond;
(H) Certificate of Insurance;
(I) Appendix; and
(J) Plans and Addenda thereto.

Should a conflict exist between this Agreement (and its attachments), and any of the incorporated documents as listed above, the provisions of this Agreement shall govern.

1.3 Project Team.

(A) Project Manager. Contractor will designate an employee as Project Manager with sufficient training, knowledge, and experience to, in the City's opinion, to complete the project and handle all aspects of the Project such that the work produced by Contractor is consistent with applicable standards as detailed in this Agreement.

(B) Project Team.

(1) The Project manager and all other employees assigned to the project by Contractor will comprise the "Project Team."

(2) Project Manager will have responsibility for and will supervise all other employees assigned to the project by Contractor.

(C) Sub-contractors.

(1) Contractor may engage specific technical contractor (each a "Sub-contractor") to furnish certain service functions.

(2) Contractor will remain fully responsible for Sub-contractor's services.

(3) Sub-contractors must be approved by the City, unless the Sub-contractor was previously mentioned in the response to the solicitation.

(4) Contractor shall certify by letter that contracts with Sub-contractors have been executed incorporating requirements and standards as set forth in this Agreement.

2. **Schedule.** The Project will be undertaken in a manner that ensures it is completed in a timely and efficient manner. If not otherwise stated in **Exhibit A**, the Project shall be completed by no later than within ninety (90) consecutive calendar days from and including the date of receipt of the Notice to Proceed.

3. **Contractor's Work.**

3.1 Standard. Contractor must perform services in accordance with the standards of due diligence, care, and quality prevailing among contractors having substantial experience with the successful furnishing of services and materials for projects that are equivalent in size, scope, quality, and other criteria under the Project and identified in this Agreement.

3.2 Licensing. Contractor warrants that:

(A) Contractor and Sub-contractors will hold all appropriate and required licenses, registrations and other approvals necessary for the lawful furnishing of services ("Approvals"); and

(B) Neither Contractor nor any Sub-contractor has been debarred or otherwise legally excluded from contracting with any federal, state, or local governmental entity ("Debarment").

(1) City is under no obligation to ascertain or confirm the existence or issuance of any Approvals or Debarments or to examine Contractor's contracting ability.

(2) Contractor must notify City immediately if any Approvals or Debarment changes during the Agreement's duration and the failure of the Contractor to notify City as required will constitute a material default of this Agreement.

3.3 Compliance. Services and materials will be furnished in compliance with applicable federal, state, county and local statutes, rules, regulations, ordinances, building codes, life safety codes, or other standards and criteria designated by City.

3.4 Coordination; Interaction.

(A) If the City determines that the Project requires the coordination of professional services or other providers, Contractor will work in close consultation with City to proactively interact with any other contractors retained by City on the Project ("Coordinating Entities").

(B) Subject to any limitations expressly stated in the budget, Contractor will meet to review the Project, schedules, budget, and in-progress work with Coordinating Entities and the City as often and for durations as City reasonably considers necessary in order to ensure the timely work delivery and Project completion.

(C) If the Project does not involve Coordinating Entities, Contractor will proactively interact with any other contractors when directed by City to obtain or disseminate timely information for the proper execution of the Project.

3.5 Hazardous Substances. Contractor is responsible for the appropriate handling, disposal of, and if necessary, any remediation and all losses and damages to the City, associated with the use or release of hazardous substances by Contractor in connection with completion of the Project.

3.6 **Warranties.** At any time within two years after completion of the Project, Contractor must, at Contractor's sole expense and within 20 days of written notice from the City, uncover, correct and remedy all defects in Contractor's work. City will accept a manufacturer's warranty on approved equipment as satisfaction of the Contractor's warranty under this subsection.

3.7. **Bonds.** Upon execution of this Agreement, and if applicable, Contractor must furnish Payment and Performance bonds as required under A.R.S. § 34-608.

4. Compensation for the Project.

4.1 **Compensation.** Contractor's compensation for the Project, including those furnished by its Sub-contractors will not exceed $617,000.00, as specifically detailed in the Contractor's bid and set forth in **Exhibit B** ("Compensation").

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

(A) Adjustments to the Scope or Compensation require a written amendment to this Agreement and may require City Council approval.

(B) Additional services which are outside the scope of the Project and not contained in this Agreement may not be performed by the Contractor without prior written authorization from the City.

5. Billings and Payment.

5.1 Applications.

(A) The Contractor will submit monthly invoices (each, a "Payment Application") to City's Project Manager and City will remit payments based upon the Payment Application as stated below.

(B) The period covered by each Payment Application will be one calendar month ending on the last day of the month.

5.2 Payment.

(A) After a full and complete Payment Application is received, City will process and remit payment within 30 days.

(B) Payment may be subject to or conditioned upon City's receipt of:

(1) Completed work generated by Contractor and its Sub-contractors; and

(2) Unconditional waivers and releases on final payment from Sub-contractors as City may reasonably request to assure the Project will be free of claims arising from required performances under this Agreement.

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

(A) If the Payment Application is rejected, the Project Manager will issue a written listing of the items not approved for payment.

(B) City may withhold an amount sufficient to pay expenses that City reasonably expects to incur in correcting the deficiency or deficiencies rejected for payment.

(C) Contractor will provide, by separate cover, and concurrent with the execution of this Agreement, all required financial information to the City, including City of Glendale Transaction Privilege License and Federal Taxpayer identification numbers.

(D) City will temporarily withhold Compensation amounts as required by A.R.S. 34-221(C).

6. Termination.

6.1 For Convenience. City may terminate this Agreement for convenience, without cause, by delivering a written termination notice stating the effective termination date, which may not be less than 15 days following the date of delivery.

(A) Contractor will be equitably compensated any services and materials furnished prior to receipt of the termination notice and for reasonable costs incurred.

(B) Contractor will also be similarly compensated for any approved effort expended and approved costs incurred that are directly associated with Project closeout and delivery of the required items to the City.

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

(A) Contractor will not be entitled to further payment until after City has determined its damages. If City's damages resulting from the breach, as determined by City, are less than the equitable amount due but not paid Contractor for Service and Repair furnished, City will pay the amount due to Contractor, less City's damages.

(B) If City's direct damages exceed amounts otherwise due to Contractor, Contractor must pay the difference to City immediately upon demand; however, Contractor will not be subject to consequential damages more than $1,000,000 or the amount of this Agreement, whichever is greater.

7. Insurance.

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

(A) Contractor and Sub-contractors. Contractor, and each Sub-contractor performing work or providing materials related to this Agreement must procure and maintain the insurance coverages described below (collectively, "Contractor's Policies"), until each Parties' obligations under this Agreement are completed.

(B) General Liability.

(1) Contractor must at all times relevant hereto carry a commercial general liability policy with a combined single limit of at least $1,000,000 per occurrence and $2,000,000 annual aggregate.

(2) Sub-contactors must at all times relevant hereto carry a general commercial liability policy with a combined single limit of at least $1,000,000 per occurrence.

(3) This commercial general liability insurance must include independent contractors' liability, contractual liability, broad form property coverage, products and completed operations, XCU hazards if requested by the City, and a separation of insurance provision.

(4) These limits may be met through a combination of primary and excess liability coverage.

(C) Auto. A business auto policy providing a liability limit of at least $1,000,000 per accident for Contractor and 1,000,000 per accident for Sub-contractors and covering owned, non-owned and hired automobiles.

(D) Workers' Compensation and Employer's Liability. A workers' compensation and employer's liability policy providing at least the minimum benefits required by Arizona law.

(E) Equipment Insurance. Contractor must secure, pay for, and maintain all-risk insurance as necessary to protect the City against loss of owned, non-owned, rented or leased capital equipment and tools, equipment and scaffolding, staging, towers and forms owned or rented by Contractor or its Sub-contractors.

(F) Notice of Changes. Contractor's Policies must provide for not less than 30 days' advance written notice to City Representative of:

(1) Cancellation or termination of Contractor or Sub-contractor's Policies;

(2) Reduction of the coverage limits of any of Contractor or and Sub-contractor's Policies; and

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

(G) Certificates of Insurance.

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

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

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

(H) Other Contractors or Vendors.

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

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

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

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

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

7.2 Sub-contractors.

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

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

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

7.3 Indemnification.

(A) To the fullest extent permitted by law, Contractor must defend, indemnify, and hold harmless City and its elected officials, officers, employees and agents (each, an "Indemnified Party," collectively, the

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

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

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

7.4 **Waiver of Subrogation.** Contractor waives, and will require any Subcontractor to waive, all rights of subrogation against the City to the extent of all losses or damages covered by any policy of insurance.

8. Immigration Law Compliance.

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

8.2 Any breach of warranty under subsection 8.1 above is considered a material breach of this Agreement and is subject to penalties up to and including termination of this Agreement.

8.3 City retains the legal right to inspect the papers of any Contractor or subcontractor employee who performs work under this Agreement to ensure that the Contractor or any subcontractor is compliant with the warranty under subsection 8.1 above.

8.4 City may conduct random inspections, and upon request of City, Contractor shall provide copies of papers and records of Contractor demonstrating continued compliance with the warranty under subsection 8.1 above. Contractor agrees to keep papers and records available for inspection by the City during normal business hours and will cooperate with City in exercise of its statutory duties and not deny access to its business premises or applicable papers or records for the purposes of enforcement of this section 8.

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

8.6 Contractor's warranty and obligations under this section to the City is continuing throughout the term of this Agreement or until such time as the City determines, in its sole discretion, that Arizona law has been modified in that compliance with this section is no longer a requirement.

8.7 The "E-Verify Program" above means the employment verification program administered by the United States Department of Homeland Security, the Social Security Administration, or any successor program.

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

10. Prohibitions. Contractor certifies under A.R.S. §§ 35-391 *et seq.* and 35-393 *et seq.*, that it does not have, and during the term of this Agreement will not have "scrutinized" business operations, as defined in the preceding statutes, in the countries of Sudan or Iran.

11. Non-Discrimination Policies. Contractor must not discriminate against any employee or applicant for employment on the basis of race, religion, color sex or national origin. Contractor must develop, implement and maintain non-discrimination policies and post the policies in conspicuous places visible to employees and applicants for employment. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section.

12. Notices.

12.1 A notice, request or other communication that is required or permitted under this Agreement (each a "Notice") will be effective only if:

(A) The Notice is in writing, and

(B) Delivered in person or by private express overnight delivery service (delivery charges prepaid), certified or registered mail (return receipt requested).

(C) Notice will be deemed to have been delivered to the person to whom it is addressed as of the date of receipt, if:

(1) Received on a business day, or before 5:00 p.m., at the address for Notices identified for the Party in this Agreement by U.S. Mail, hand delivery, or overnight courier on or before 5:00 p.m.; or

(2) As of the next business day after receipt, if received after 5:00 p.m.

(D) The burden of proof of the place and time of delivery is upon the Party giving the Notice.

(E) Digitalized signatures and copies of signatures will have the same effect as original signatures.

12.2 **Representatives.**

(A) Contractor. Contractor's representative ("Contractor's Representative") authorized to act on Contractor's behalf with respect to the Project, and his or her address for Notice delivery is:

TSG Constructors, LLC
Attn: Stanley S. Showalter
P.O. Box 71640
Phoenix, Arizona 85050

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

City of Glendale
Attn: Bill Passmore
5850 West Glendale Avenue
Glendale, Arizona 85301

With required copies to:

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

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

(C) Concurrent Notices.

(1) All notices to City's representative must be given concurrently to City Manager and City Attorney.

(2) A notice will not be considered to have been received by City's representative until the time that it has also been received by City Manager and City Attorney.

(3) City may appoint one or more designees for the purpose of receiving notice by delivery of a written notice to Contractor identifying the designee(s) and their respective addresses for notices.

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

13. Financing Assignment. City may assign this Agreement to any City-affiliated entity, including a non-profit corporation or other entity whose primary purpose is to own or manage the Project.

14. Entire Agreement; Survival; Counterparts; Signatures.

14.1 Integration. This Agreement contains, except as stated below, the entire agreement between City and Contractor and supersedes all prior conversations and negotiations between the parties regarding the Project or this Agreement.

(A) Neither Party has made any representations, warranties or agreements as to any matters concerning the Agreement's subject matter.

(B) Representations, statements, conditions, or warranties not contained in this Agreement will not be binding on the parties.

(C) Any solicitation, addendums and responses submitted by the Contractor are incorporated fully into this Agreement as Exhibit A. Any inconsistency between Exhibit A and this Agreement will be resolved by the terms and conditions stated in this Agreement.

14.2 Interpretation.

(A) The parties fairly negotiated the Agreement's provisions to the extent they believed necessary and with the legal representation they deemed appropriate.

(B) The parties are of equal bargaining position and this Agreement must be construed equally between the parties without consideration of which of the parties may have drafted this Agreement.

(C) The Agreement will be interpreted in accordance with the laws of the State of Arizona.

14.3 Survival. Except as specifically provided otherwise in this Agreement each warranty, representation, indemnification and hold harmless provision, insurance requirement, and every other right, remedy and responsibility of a Party, will survive completion of the Project, or the earlier termination of this Agreement.

14.4 Amendment. No amendment to this Agreement will be binding unless in writing and executed by the parties. Any amendment may be subject to City Council approval.

14.5 Remedies. All rights and remedies provided in this Agreement are cumulative and the exercise of any one or more right or remedy will not affect any other rights or remedies under this Agreement or applicable law.

14.6 Severability. If any provision of this Agreement is voided or found unenforceable, that determination will not affect the validity of the other provisions, and the voided or unenforceable provision will be reformed to conform to applicable law.

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

15. Dispute Resolution. Each claim, controversy and dispute ("Dispute") between Contractor and City will be resolved in accordance with Exhibit C. The final determination will be made by the City.

16. **Exhibits.** The following exhibits, with reference to the term in which they are first referenced, are incorporated by this reference.

Exhibit A	Project
Exhibit B	Compensation
Exhibit C	Dispute Resolution

Project 141511

The parties enter into this Agreement as of the date shown above.

City of Glendale,
an Arizona municipal corporation

_____
By: Richard A. Bowers
Its: Acting City Manager

ATTEST:

_____
City Clerk (SEAL)

APPROVED AS TO FORM:

_____
City Attorney

TSG Constructors
an Arizona limited liability company

_____
By: Stanley S. Showalter
Its: Manager

WOMEN-OWNED/MINORITY BUSINESS [ ] YES [ ] NO
CITY OF GLENDALE TRANSACTION PRIVILEGE TAX NO. _____
FEDERAL TAXPAYER IDENTIFICATION NO. _____

Project 141511

EXHIBIT A
CONSTRUCTION AGREEMENT

PROJECT

This project is for a new City of Glendale Transit Center located at 7700 West Arrowhead Towne Center. The new transit center will be located at the north entry plaza to the Arrowhead Towne Center mall, between the AMC Theatres and Dick's Sporting Goods. The Transit Center will provide two (2) new bus pullouts along the inner loop drive and a new steel canopy to shelter cast-in-place concrete seating walls and metal benches. The work includes the removal of approximately 353 square yards of asphalt pavement in the inner loop drive, and the removal and replacement of approximately 130 lineal feet of curb and gutter, and 1,410 square yards of concrete paving in the inner loop drive and plaza areas.

EXHIBIT B
CONSTRUCTION AGREEMENT

COMPENSATION

METHOD AND AMOUNT OF COMPENSATION

By bid, including all services, materials and costs.

NOT-TO-EXCEED AMOUNT

The total amount of compensation paid to Contractor for full completion of all work required by the Project during the entire term of the Project must not exceed $617,000.00

DETAILED PROJECT COMPENSATION

As shown in detail on the Bid Schedule.

EXHIBIT C
CONSTRUCTION AGREEMENT

DISPUTE RESOLUTION

1. Disputes.

1.1 Commitment. The parties commit to resolving all disputes promptly, equitably, and in a good-faith, cost-effective manner.

1.2 Application. The provisions of this Exhibit will be used by the parties to resolve all controversies, claims, or disputes ("Dispute") arising out of or related to this Agreement-including Disputes regarding any alleged breaches of this Agreement.

1.3 Initiation. A party may initiate a Dispute by delivery of written notice of the Dispute, including the specifics of the Dispute, to the Representative of the other party as required in this Agreement.

1.4 Informal Resolution. When a Dispute notice is given, the parties will designate a member of their senior management who will be authorized to expeditiously resolve the Dispute.

(A) The parties will provide each other with reasonable access during normal business hours to any and all non-privileged records, information and data pertaining to any Dispute in order to assist in resolving the Dispute as expeditiously and cost effectively as possible;

(B) The parties' senior managers will meet within 10 business days to discuss and attempt to resolve the Dispute promptly, equitably, and in a good faith manner, and

(C) The Senior Managers will agree to subsequent meetings if both parties agree that further meetings are necessary to reach a resolution of the Dispute.

2. Arbitration.

2.1 Rules. If the parties are unable to resolve the Dispute by negotiation within 30 days from the Dispute notice, and unless otherwise informal discussions are extended by the mutual agreement, the Dispute will be decided by binding arbitration in accordance with Construction Industry Rules of the AAA, as amended herein. Although the arbitration will be conducted in accordance with AAA Rules, it will not be administered by the AAA, but will be heard independently.

(A) The parties will exercise best efforts to select an arbitrator within 5 business days after agreement for arbitration. If the parties have not agreed upon an arbitrator within this period, the parties will submit the selection of the arbitrator to one of the principals of the mediation firm of Scott & Skelly, LLC, who will then select the arbitrator. The parties will equally share the fees and costs incurred in the selection of the arbitrator.

(B) The arbitrator selected must be an attorney with at least 15 years experience with commercial construction legal matters in Maricopa County, Arizona, be independent, impartial, and not have engaged in any business for or adverse to either Party for at least 10 years.

2.2 Discovery. The extent and the time set for discovery will be as determined by the arbitrator. Each Party must, however, within ten (10) days of selection of an arbitrator deliver to the other Party copies of all documents in the delivering party's possession that are relevant to the dispute.

2.3 Hearing. The arbitration hearing will be held within 90 days of the appointment of the arbitrator. The arbitration hearing, all proceedings, and all discovery will be conducted in Glendale, Arizona unless otherwise agreed by the parties or required as a result of witness location. Telephonic hearings and other reasonable arrangements may be used to minimize costs.

2.4 Award. At the arbitration hearing, each Party will submit its position to the arbitrator, evidence to support that position, and the exact award sought in this matter with specificity. The arbitrator must select the award sought

by one of the parties as the final judgment and may not independently alter or modify the awards sought by the parties, fashion any remedy, or make any equitable order. The arbitrator has no authority to consider or award punitive damages.

2.5 Final Decision. The Arbitrator's decision should be rendered within 15 days after the arbitration hearing is concluded. This decision will be final and binding on the Parties.

2.6 Costs. The prevailing party may enter the arbitration in any court having jurisdiction in order to convert it to a judgment. The non-prevailing party shall pay all of the prevailing party's arbitration costs and expenses, including reasonable attorney's fees and costs.

3. **Services to Continue Pending Dispute.** Unless otherwise agreed to in writing, Contractor must continue to perform and maintain progress of required services during any Dispute resolution or arbitration proceedings, and City will continue to make payment to Contractor in accordance with this Agreement.

4. **Exceptions.**

4.1 Third Party Claims. City and Contractor are not required to arbitrate any third-party claim, cross-claim, counter claim, or other claim or defense of a third-party who is not obligated by contract to arbitrate disputes with City and Contractor.

4.2 Liens. City or Contractor may commence and prosecute a civil action to contest a lien or stop notice, or enforce any lien or stop notice, but only to the extent the lien or stop notice the Party seeks to enforce is enforceable under Arizona Law, including, without limitation, an action under A.R.S. § 33-420, without the necessity of initiating or exhausting the procedures of this Exhibit.

4.3 Governmental Actions. This Exhibit does not apply to, and must not be construed to require arbitration of, any claims, actions or other process filed or issued by City of Glendale Building Safety Department or any other agency of City acting in its governmental permitting or other regulatory capacity.

BID TABULATION

PROJECT# 141511 - CITY OF GLENDALE TRANSIT CENTER

OPENED AT THE CITY OF GLENDALE, ENGINEERING DEPARTMENT
5850 W. GLENDALE AVENUE, 3RD FLOOR

DATE: May 14, 2015 - 3:00 p.m.

	CONTRACTOR	BID BOND/ CHECK	ACKNOWLEDGE ADDENDUM 1	ACKNOWLEDGE ADDENDUM 2	TOTAL BID
1	TSG CONSTRUCTORS, LLC	BB	YES	YES	*$ 617,000.00*
2	RK SANDERS, INC.	BB	*YES*	*YES*	*$ 756,255.00*
3	SD CRANE BUILDERS, INC.	BB	*YES*	*YES*	*$ 813,950.52*
4					
5					
6					
7					
8					
9					
10					

Time of completion for this project is ninety (90) consecutive days from and including the date of receipt of the notice to proceed.

File #: 15-402, **Version:** 1

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

Staff Contact: Jack Friedline, Director, Public Works

Purpose and Recommended Action

This is a request for City Council to authorize the Acting City Manager to enter into a construction agreement with Kimley-Horn and Associates, Inc. to upgrade the city's traffic signal system software used to manage the city's traffic signals and dynamic message signs (DMS) in an amount not to exceed $48,000.

Background

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

The city's ITS infrastructure is currently comprised of over 100 miles of fiber optic cable that provides communication to 159 of the city's 194 traffic signals, 115 closed-circuit television (CCTV) cameras and 14 DMS. Future infrastructure expansions include 51st Avenue, Olive Avenue and Maryland Avenue. Further, design of 67th Avenue infrastructure expansion is almost complete, with expected construction in 2016.

Analysis

This project will upgrade the existing central traffic signal system software that remotely monitors and controls the 159 connected traffic signal controllers and 14 DMS. The upgrade will improve the software to the latest technology from Microsoft, as well as provide new Graphical User Interface (GUI) for all workstations. Further, the upgrade includes enhancements to the existing central traffic signal system software that was developed over the last two years, including improved functionality for traffic signal controllers. These enhancements will also create a more user-friendly layout for faster and more efficient program selection.

The central signal system software is an essential element of the city's ITS Strategic Plan. Upgrades to the system continually occur at a rapid pace, including the software in the city's traffic signal controllers. The upgrade to the central traffic system controllers will enhance the capabilities of the traffic management center (TMC). Included in the purchase of the system upgrade is an annual $20,000 fee for maintenance and support of the new version of the traffic signal system. This project will be completed by June 30, 2015.

Previous Related Council Action

On September 14, 2010, Council approved an Intergovernmental Agreement with the Arizona Department of Transportation for ITS improvements to purchase the central traffic signal system for the TMC.

Community Benefit/Public Involvement

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

Budget and Financial Impacts

Funding is available in the Fiscal Year 2014-15 operating budget.

Cost	Fund-Department-Account
$48,000	1660-16570-518200, Intelligent Transportation Sys

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

powered by Legistar™

C-_____

CONSTRUCTION AGREEMENT

This Construction Agreement ("Agreement") is entered into this _____ day of _____, 2015, and is effective between the City of Glendale, an Arizona municipal corporation ("City"), and Kimley-Horn and Associates, Inc, a North Carolina corporation authorized to do business in the State of Arizona ("Contractor").

RECITALS

A. City intends to undertake a project for the benefit of the public, with public funds, that is more fully set forth in **Exhibit A** attached ("Project");

B. City desires to retain the services of Contractor to perform those specific duties and produce the specific work as set forth in the Project;

C. City and Contractor desire to memorialize their agreement with this document.

AGREEMENT

The parties hereby agree as follows:

1. Project.

1.1 Scope. Contractor will provide all services and material necessary to assure the Project is completed timely and efficiently consistent with Project requirements, including, but not limited to, working in close interaction and interfacing with City and its designated employees, and working closely with others, including other contractors, providers or consultants retained by City.

1.2 Project Team.

a. Project Manager. Contractor will designate an employee as Project Manager with sufficient training, knowledge, and experience to, in the City's opinion, to complete the Project and handle all aspects of the Project such that the work produced by Contractor is consistent with applicable standards as detailed in this Agreement.

b. Project Team.

(1) The Project Manager and all other employees assigned to the Project by Contractor will comprise the "Project Team."

(2) Project Manager will have responsibility for and will supervise all other employees assigned to the Project by Contractor.

c. Sub-contractors.

(1) Contractor may engage specific technical contractor (each a "Sub-contractor") to furnish certain service functions.

(2) Contractor will remain fully responsible for Sub-contractor's services.

(3) Sub-contractors must be approved by the City, unless the Sub-contractor was previously mentioned in the response to the solicitation.

(4) Contractor shall certify by letter that contracts with Sub-contractors have been executed incorporating requirements and standards as set forth in this Agreement.

2. Schedule. The Project will be undertaken in a manner that ensures it is completed in a timely and efficient manner. The Project shall be completed in accordance with the schedule contained in Exhibit A.

3. Contractor's Work.

3.1 Standard. Contractor must perform services in accordance with the standards of due diligence, care, and quality prevailing among contractors having substantial experience with the successful furnishing of services and materials for projects that are equivalent in size, scope, quality, and other criteria under the Project and identified in this Agreement.

3.2 Licensing. Contractor warrants that:

a. Contractor and Sub-contractors will hold all appropriate and required licenses, registrations and other approvals necessary for the lawful furnishing of services ("Approvals"); and

b. Neither Contractor nor any Sub-contractor has been debarred or otherwise legally excluded from contracting with any federal, state, or local governmental entity ("Debarment").

(1) City is under no obligation to ascertain or confirm the existence or issuance of any Approvals or Debarments or to examine Contractor's contracting ability.

(2) Contractor must notify City immediately if any Approval or Debarment changes during the Agreement's duration and the failure of the Contractor to notify City as required will constitute a material default of this Agreement.

3.3 Compliance. Services and materials will be furnished in compliance with applicable federal, state, county and local statutes, rules, regulations, ordinances, building codes, life safety codes, or other standards and criteria designated by City.

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

3.4 Coordination; Interaction.

a. If the City determines that the Project requires the coordination of professional services or other providers, Contractor will work in close consultation with City to proactively interact with any other contractors retained by City on the Project ("Coordinating Entities").

b. Subject to any limitations expressly stated in the budget, Contractor will meet to review the Project, schedules, budget, and in-progress work with Coordinating Entities and the City as often and for durations as City reasonably considers necessary in order to ensure the timely work delivery and Project completion.

c. If the Project does not involve Coordinating Entities, Contractor will proactively interact with any other contractors when directed by City to obtain or disseminate timely information for the proper execution of the Project.

3.5 Hazardous Substances. Contractor is responsible for the appropriate handling, disposal of, and if necessary, any remediation and all losses and damages to the City, associated with the use, release or threat of release of any pollutant, contaminant or hazardous substances by Contractor in connection with completion of the Project.

3.6 Warranties. At any time within two years after completion of the Project, Contractor must, at Contractor's sole expense and within 20 days of written notice from the City, uncover, correct and remedy all defects in Contractor's work. City will accept a manufacturer's warranty on approved equipment.

3.7. Bonds. Upon execution of this Agreement, and if applicable, Contractor must furnish Payment and Performance Bonds as required under A.R.S. § 34-608.

4. Compensation for the Project.

4.1 Compensation. Contractor's compensation for the Project, including those furnished by its Sub-contractors will not exceed $48,000, as specifically detailed in **Exhibit B** ("Compensation").

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

a. Adjustments to the Scope or Compensation require a written amendment to this Agreement and may require City Council approval.

b. Additional services which are outside the scope of the Project and not contained in this Agreement may not be performed by the Contractor without prior written authorization from the City.

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

5. Billings and Payment.

5.1 Applications.

a. Unless Exhibit B (Compensation) dictates otherwise, the Contractor will submit monthly invoices (each, a "Payment Application") to City's Project Manager and City will remit payments based upon the Payment Application as stated below.

b. The period covered by each Payment Application will be one calendar month ending on the last day of the month.

5.2 Payment.

a. After a full and complete Payment Application is received, City will process and remit payment within 30 days.

b. Payment may be subject to or conditioned upon City's receipt of:

(1) Completed work generated by Contractor and its Sub-contractors; and

(2) Unconditional waivers and releases on final payment from Sub-contractors as City may reasonably request to assure the Project will be free of claims arising from required performances under this Agreement.

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

a. If the Payment Application is rejected, the Project Manager will issue a written listing of the items not approved for payment.

b. City may withhold an amount sufficient to pay expenses that City reasonably expects to incur in correcting the deficiency or deficiencies rejected for payment.

c. Contractor will provide, by separate cover, and concurrent with the execution of this Agreement, all required financial information to the City, including City of Glendale Transaction Privilege License and Federal Taxpayer identification numbers.

d. City will temporarily withhold Compensation amounts as required by A.R.S. § 34-221(C).

6. Termination.

6.1 For Convenience. City may terminate this Agreement for convenience, without cause, by delivering a written termination notice stating the effective termination date, which may not be less than 15 days following the date of delivery.

a. Contractor will be equitably compensated any services and materials furnished prior to receipt of the termination notice and for reasonable costs incurred.

b. Contractor will also be similarly compensated for any approved effort expended and approved costs incurred that are directly associated with Project closeout and delivery of the required items to the City.

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

a. Contractor will not be entitled to further payment until after City has determined its damages. If City's damages resulting from the breach, as determined by City, are less than the equitable amount due but not paid Contractor for Service and Repair furnished, City will pay the amount due to Contractor, less City's damages.

b. If City's direct damages exceed amounts otherwise due to Contractor, Contractor must pay the difference to City immediately upon demand; however, Contractor will not be subject to consequential damages more than $1,000,000 or the amount of this Agreement, whichever is greater.

7. Insurance.

For the duration of the term of this Agreement, Contractor shall procure and maintain insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of all tasks or work necessary to complete the Project as herein defined. Such insurance shall cover Contractor, its agent(s), representative(s), employee(s) and any subcontractors.

7.1 **Minimum Scope and Limit of Insurance.** Coverage must be at least as broad as:

(A) **Commercial General Liability (CGL)**: Insurance Services Office Form CG 00 01, including products and completed operations, with limits of no less than **$1,000,000** per occurrence for bodily injury, personal injury, and property damage. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

(B) **Automobile Liability**: Insurance Services Office Form Number CA 0001 covering Code 1 (any auto), with limits no less than **$1,000,000** per accident for bodily injury and property damage.

(C) **Worker's Compensation**: Insurance as required by the State of Arizona, with Statutory Limits, and Employers' Liability insurance with a limit of no less than **$1,000,000** per accident for bodily injury or disease.

(D) **Professional Liability**: Insurance with limits of no less than $1,000,000 per occurrence and $2,000,000 combined aggregate.

7.2 **Other Insurance Provisions.** The insurance policies required by Section 7.1 above must contain, or be endorsed to contain the following insurance provisions:

(A) **The City, its officers, officials, employees and volunteers are to be covered as additional insureds** of the CGL and automobile policies for any liability arising from or in connection with the performance of all tasks or work necessary to complete the Project as herein defined. Such liability may arise, but is not limited to, liability for materials, parts or equipment furnished in connection with any tasks, or work performed by Contractor or on its behalf and for liability arising from automobiles owned, leased, hired or borrowed on behalf of the Contractor. General liability coverage can be provided in the form of an endorsement to the Contractor's

existing insurance policies, provide such endorsement is at least as broad as ISO Form CG 20 10, 11 85 or both CG 20 10 and CG 23 37, if later revisions are used.

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

(C) Each insurance policy required by the Section shall provide that coverage shall not be canceled, except after providing notice to the City.

7.3 **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best rating of no less than A: VII, unless the Contractor has obtained prior approval from the City stating that a non-conforming insurer is acceptable to the City.

7.4 **Waiver of Subrogation. Contractor hereby agrees to waive its rights of subrogation which any insurer may acquire** from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation. The Workers' Compensation Policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Contractor, its employees, agent(s) and subcontractor(s).

7.5 **Verification of Coverage.** Within 10 days of the Effective Date of this Agreement, Contractor shall furnish the City with original certificates and amendatory endorsements, or copies of any applicable insurance language effecting the coverage required by this Agreement. All certificates and endorsements must be received and approved by the City before work commences. Failure to obtain, submit or secure the City's approval of the required insurance policies, certificates or endorsements prior to the City's agreement that work may commence shall not waive the Contractor's obligations to obtain and verify insurance coverage as otherwise provided in this Section. The City reserves the right to require complete, certified copies of all required insurance policies, including any endorsements or amendments, required by this Agreement at any time during the Term stated herein.

Contractor's failure to obtain, submit or secure the City's approval of the required insurance policies, certificates or endorsements shall not be considered a Force Majeure or defense for any failure by the Contractor to comply with the terms and conditions of the Agreement, including any schedule for performance or completion of the Project.

7.6 **Subcontractors.** Contractor shall require and shall verify that all subcontractors maintain insurance meeting all requirements of this Agreement.

7.7 **Special Risk or Circumstances.** The City reserves the right to modify these insurance requirements, including any limits of coverage, based on the nature of the risk, prior experience, insurer, coverage or other circumstances unique to the Contractor, the Project or the insurer.

7.8 **Indemnification.**

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

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

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

8. Immigration Law Compliance.

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

8.2 Any breach of warranty under subsection 8.1 above is considered a material breach of this Agreement and is subject to penalties up to and including termination of this Agreement.

8.3 City retains the legal right to inspect the papers of any Contractor or subcontractor employee who performs work under this Agreement to ensure that the Contractor or any subcontractor is compliant with the warranty under subsection 8.1 above.

8.4 City may conduct random inspections, and upon request of City, Contractor shall provide copies of papers and records of Contractor demonstrating continued compliance with the warranty under subsection 8.1 above. Contractor agrees to keep papers and records available for inspection by the City during normal business hours and will cooperate with City in exercise of its statutory duties and not deny access to its business premises or applicable papers or records for the purposes of enforcement of this section.

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

8.6 Contractor's warranty and obligations under this section to the City is continuing throughout the term of this Agreement or until such time as the City determines, in its sole discretion, that Arizona law has been modified in that compliance with this section is no longer a requirement.

8.7 The "E-Verify Program" above means the employment verification program administered by the United States Department of Homeland Security, the Social Security Administration, or any successor program.

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

10. Non-Discrimination Policies. Contractor must not discriminate against any employee or applicant for employment on the basis of race, religion, color sex or national origin. Contractor must develop, implement and maintain non-discrimination policies and post the policies in conspicuous places visible to employees and applicants for employment. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section.

11. Notices.

11.1 A notice, request or other communication that is required or permitted under this Agreement (each a "Notice") will be effective only if:

a. The Notice is in writing, and

b. Delivered in person or by private express overnight delivery service (delivery charges prepaid), certified or registered mail (return receipt requested).

c. Notice will be deemed to have been delivered to the person to whom it is addressed as of the date of receipt, if:

(1) Received on a business day, or before 5:00 p.m., at the address for Notices identified for the Party in this Agreement by U.S. Mail, hand delivery, or overnight courier on or before 5:00 p.m.; or

(2) As of the next business day after receipt, if received after 5:00 p.m.

d. The burden of proof of the place and time of delivery is upon the Party giving the Notice.

e. Digitalized signatures and copies of signatures will have the same effect as original signatures.

11.2 Representatives.

a. Contractor. Contractor's representative ("Contractor's Representative") authorized to act on Contractor's behalf with respect to the Project, and his or her address for Notice delivery is:

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

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

City of Glendale
c/o Trevor Ebersole
6210 W. Myrtle Ave., Suite 112
Glendale, Arizona 85301

With required copies to:

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

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

c. Concurrent Notices.

(1) All notices to City's representative must be given concurrently to City Manager and City Attorney.

(2) A notice will not be considered to have been received by City's representative until the time that it has also been received by City Manager and City Attorney.

(3) City may appoint one or more designees for the purpose of receiving notice by delivery of a written notice to Contractor identifying the designee(s) and their respective addresses for notices.

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

12. Financing Assignment. City may assign this Agreement to any City-affiliated entity, including a non-profit corporation or other entity whose primary purpose is to own or manage the Project.

13. **Term.** The term of this contract is one year, which shall commence on the Effective Date of this Agreement. This Agreement will terminate on the one-year anniversary of its Effective Date.

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

14.1 Integration. This Agreement contains, except as stated below, the entire agreement between City and Contractor and supersedes all prior conversations and negotiations between the parties regarding the Project or this Agreement.

a. Neither Party has made any representations, warranties or agreements as to any matters concerning the Agreement's subject matter.

b. Representations, statements, conditions, or warranties not contained in this Agreement will not be binding on the parties.

c. Any solicitation, addendums and responses submitted by the Contractor are incorporated fully into this Agreement as Exhibit A. Any inconsistency between Exhibit A and this Agreement will be resolved by the terms and conditions stated in this Agreement.

14.2 Interpretation.

a. The parties fairly negotiated the Agreement's provisions to the extent they believed necessary and with the legal representation they deemed appropriate.

b. The parties are of equal bargaining position and this Agreement must be construed equally between the parties without consideration of which of the parties may have drafted this Agreement.

c. The Agreement will be interpreted in accordance with the laws of the State of Arizona.

14.3 Survival. Except as specifically provided otherwise in this Agreement each warranty, representation, indemnification and hold harmless provision, insurance requirement, and every other right, remedy and responsibility of a Party, will survive completion of the Project, or the earlier termination of this Agreement.

14.4 Amendment. No amendment to this Agreement will be binding unless in writing and executed by the parties. Any amendment may be subject to City Council approval.

14.5 Remedies. All rights and remedies provided in this Agreement are cumulative and the exercise of any one or more right or remedy will not affect any other rights or remedies under this Agreement or applicable law.

14.6 Severability. If any provision of this Agreement is voided or found unenforceable, that determination will not affect the validity of the other provisions, and the voided or unenforceable provision will be reformed to conform to applicable law.

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

15. **Dispute Resolution.** Each claim, controversy and dispute ("Dispute") between Contractor and City will be resolved in accordance with Exhibit C. The final determination will be made by the City.

16. **Exhibits.** The following exhibits, with reference to the term in which they are first referenced, are incorporated by this reference.

Exhibit A	Project
Exhibit B	Compensation
Exhibit C	Dispute Resolution

(The remainder of this page left blank intentionally. Signatures appear on the following page.)

The parties enter into this Agreement as of the date shown above.

City of Glendale,
an Arizona municipal corporation

By: Richard A. Bowers
Its: Acting City Manager

ATTEST:

Pamela Hanna (SEAL)
City Clerk

APPROVED AS TO FORM:

Michael D. Bailey
City Attorney

Kimley-Horn and Associates, Inc
a North Carolina corporation

By: John Kissinger
Its: Senior Vice President

KHAMT
07

WOMEN-OWNED/MINORITY BUSINESS [ ] YES [ ] NO

EXHIBIT A
CONSTRUCTION AGREEMENT

PROJECT

STATEMENT OF WORK
New KITS User Interface
March 25, 2015

BACKGROUND:

Kimley-Horn has initiated development to upgrade the Graphical User Interface (GUI) for KITS to move it from a classic Windows look and feel, to the latest technology from Microsoft .NET called the Windows Presentation Foundation (WPF). In addition to improving the application to support the latest technologies and online mapping resources, the improvements to the GUI are focused on the latest in usability design principles including ease of use. Further, the City will receive upgrades made to the ASC/3 signal controller interface in KITS added over that last 2 years.

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

- **Perform Onsite Integration and Test tasks to install the new KITS User Interface**
- **Integrate all existing devices with the new internet based mapping system**

SCOPE OF WORK DESCRIPTION:

The tasks included in upgrading each agency to the new KITS User Interface are as follows:

1. Version Upgrade
In this task, Kimley-Horn will install, integrate, and test the latest version of KITS onsite. This will include updates to the latest User Interface and Windows Services for the ATMS. Additionally, database scripts will be created to migrate ATMS data from the previous version to the new version. Kimley-Horn will utilize the existing signals layer to configure the internet based mapping engine with existing devices.

Deliverable(s):

- Updated KITS User Interface, to include:
  - User workspace layouts to create custom views of the map and interface
  - Ribbon based menu option for quick access and ease of use
  - Map Enhancements
    - Right click on the map to create a new signal in an easy to use wizard
    - Right click on the map to find quick access to the most important signal interfaces
    - Internet based mapping engine with access to Bing, Open Street Maps, and custom layer integration including Weather, System Alerts, Signal Phasing Status, Agency Layer Data, and Traffic
    - Define links from the map, and auto population of link distance information
    - Map data saved in the database so users no longer need to distribute map files to all workstations
    - Support for Caching Map Layers for improved performance and speed of the map tiles
  - Timing Values Enhancements
    - Fully revamped Timing Values
    - Support for a real-time Cycle Summary data display
    - Intersection Graphic Templates to create intersection graphics with one click
    - Intersection Graphics saved in the database so users no longer need to distribute graphic files to all workstations

        - Real-Time option that includes an Input/Output display to see detector calls at the signal
    - ASC/3 Controller Interface Enhancements
        - Support for ASC/3 specific vehicle detector parameters that enable full configuration of System Detectors from the KITS user interface. New parameters include volume bit, occupancy bit, ECPI log, TS2 Detector, ECPI Type.
        - Support for 10 Day Plans (currently supports 5)
        - Support for 4 Phase Timing Plans (currently supports 1)
        - Support for 50 Split Plans (currently supports 20)
        - Support for 50 Coordination Plans (currently supports 20)
        - Support for 50 Action Plans (currently supports 30)
        - Support for 16 Phase Sequences (currently supports 1)
        - Support for Coord Actuated Phase
- Upgraded KITS Windows Services
- Migration of the existing database and data to the new KITS database
- Installation and integration of the internet based mapping engine
- Onsite Installation and Test

	Tasks	Purpose	Fee
	Version Upgrade	Per Agency Onsite Integration and Test and migrating the ATMS version.	$28K
	1 year of Maintenance	1 year of maintenance for 2015	$20K
		TOTAL	**$48K**

STATEMENT OF WORK
New KITS User Interface
March 25, 2015

	Optional Tasks	Purpose
1.	Support for Cobalt version 2.61	Support for the latest version of firmware that is required to operate on an Econolite Cobalt signal controller.
2.	Support for CCTV on the New Map	Support for DMS on the new map, including clicking to open the CCTV screens, and creating CCTV from the map.
3.	Support DMS on the New Map	Support for DMS on the new map, including clicking to open the command screens, and creating DMS from the map.
4.	Support for future Cobalt Versions	As needed task to continue to support new versions of Econolite MIBs in existing pages of KITS. Up to 3 revisions of Cobalt will be supported as part of this task. Includes verification of each version and modifications to KITS to support the new version as needed.
5.	Time of Day Tuner	The Time of Day Tuner is a derivation of the KADENCE Adaptive system to assist traffic engineers with the process of making timing changes. The system may be configured to monitor signals in an Adaptive like mode, and suggest modifications to the traffic engineer for parameters like Cycle, Offset, and Splits. The traffic engineer will receive a daily report that can be used to either ignore or implement the suggested modifications in the signals TOD schedule and plans. This tool may be used together with KADENCE to reduce the ground hog day effect, or stand alone as a traffic engineering tool.
6.	ITS Asset Management System	Integration of the web based Kimley-Horn ITS Inventory and Asset Management tool with the desktop version of KITS. This includes access to a field device version for field data collection and integration with the KITS map.
7.	Travel Time Messages using Bluetooth integrated with DMS	This feature includes support for posting travel time data on DMS from Bluetooth devices. The system also supports a number of reports to help troubleshoot Bluetooth devices, as well as analyze arterial performance for travel time.

EXHIBIT B
CONSTRUCTION AGREEMENT

COMPENSATION

METHOD AND AMOUNT OF COMPENSATION

The consultant will be paid on a time and materials basis according to the attached work estimate.

NOT-TO-EXCEED AMOUNT

The total amount of compensation paid to Contractor for full completion of all work required by the Project during the entire term of the Project must not exceed $48,000.

DETAILED PROJECT COMPENSATION

See attached spreadsheet for cost estimate.

EXHIBIT C
CONSTRUCTION AGREEMENT

DISPUTE RESOLUTION

1. Disputes.

1.1 Commitment. The parties commit to resolving all disputes promptly, equitably, and in a good-faith, cost-effective manner.

1.2 Application. The provisions of this Exhibit will be used by the parties to resolve all controversies, claims, or disputes ("Dispute") arising out of or related to this Agreement-including Disputes regarding any alleged breaches of this Agreement.

1.3 Initiation. A party may initiate a Dispute by delivery of written notice of the Dispute, including the specifics of the Dispute, to the Representative of the other party as required in this Agreement.

1.4 Informal Resolution. When a Dispute notice is given, the parties will designate a member of their senior management who will be authorized to expeditiously resolve the Dispute.

a. The parties will provide each other with reasonable access during normal business hours to any and all non-privileged records, information and data pertaining to any Dispute in order to assist in resolving the Dispute as expeditiously and cost effectively as possible;

b. The parties' senior managers will meet within 10 business days to discuss and attempt to resolve the Dispute promptly, equitably, and in a good faith manner, and

c. The Senior Managers will agree to subsequent meetings if both parties agree that further meetings are necessary to reach a resolution of the Dispute.

2. Arbitration.

2.1 Rules. If the parties are unable to resolve the Dispute by negotiation within 30 days from the Dispute notice, and unless otherwise informal discussions are extended by the mutual agreement, the Dispute will be decided by binding arbitration in accordance with Construction Industry Rules of the AAA, as amended herein. Although the arbitration will be conducted in accordance with AAA Rules, it will not be administered by the AAA, but will be heard independently.

a. The parties will exercise best efforts to select an arbitrator within 5 business days after agreement for arbitration. If the parties have not agreed upon an arbitrator within this period, the parties will submit the selection of the arbitrator to one of the principals of the mediation firm of Scott & Skelly, LLC, who will then select the arbitrator. The parties will equally share the fees and costs incurred in the selection of the arbitrator.

b. The arbitrator selected must be an attorney with at least 15 years experience with commercial construction legal matters in Maricopa County, Arizona, be independent, impartial, and not have engaged in any business for or adverse to either Party for at least 10 years.

2.2 Discovery. The extent and the time set for discovery will be as determined by the arbitrator. Each Party must, however, within ten days of selection of an arbitrator deliver to the other Party copies of all documents in the delivering party's possession that are relevant to the dispute.

2.3 Hearing. The arbitration hearing will be held within 90 days of the appointment of the arbitrator. The arbitration hearing, all proceedings, and all discovery will be conducted in Glendale, Arizona unless otherwise agreed by the parties or required as a result of witness location. Telephonic hearings and other reasonable arrangements may be used to minimize costs.

2.4 Award. At the arbitration hearing, each Party will submit its position to the arbitrator, evidence to support that position, and the exact award sought in this matter with specificity. The arbitrator must select the award sought by one of the parties as the final judgment and may not independently

alter or modify the awards sought by the parties, fashion any remedy, or make any equitable order. The arbitrator has no authority to consider or award punitive damages.

2.5 Final Decision. The Arbitrator's decision should be rendered within 15 days after the arbitration hearing is concluded. This decision will be final and binding on the Parties.

2.6 Costs. The prevailing party may enter the arbitration in any court having jurisdiction in order to convert it to a judgment. The non-prevailing party shall pay all of the prevailing party's arbitration costs and expenses, including reasonable attorney's fees and costs.

3. Services to Continue Pending Dispute. Unless otherwise agreed to in writing, Contractor must continue to perform and maintain progress of required services during any Dispute resolution or arbitration proceedings, and City will continue to make payment to Contractor in accordance with this Agreement.

4. Exceptions.

4.1 Third Party Claims. City and Contractor are not required to arbitrate any third-party claim, cross-claim, counter claim, or other claim or defense of a third party who is not obligated by contract to arbitrate disputes with City and Contractor.

4.2 Liens. City or Contractor may commence and prosecute a civil action to contest a lien or stop notice, or enforce any lien or stop notice, but only to the extent the lien or stop notice the Party seeks to enforce is enforceable under Arizona Law, including, without limitation, an action under A.R.S. § 33-420, without the necessity of initiating or exhausting the procedures of this Exhibit.

4.3 Governmental Actions. This Exhibit does not apply to, and must not be construed to require arbitration of, any claims, actions or other process filed or issued by City of Glendale Building Safety Department or any other agency of City acting in its governmental permitting or other regulatory capacity.

EXHIBIT D

SECTION 3 CLAUSE APPLICABILITY

File #: 15-403, **Version:** 1

AUTHORIZATION FOR COOPERATIVE PURCHASE OF TIRE SERVICE WORKER'S SERVICE WITH BRIDGESTONE AMERICAS TIRE OPERATIONS, LLC, DOING BUSINESS AS GCR TIRES & SERVICE

Staff Contact: Jack Friedline, Director, Public Works

Purpose and Recommended Action

This is a request for City Council to authorize the Acting City Manager to enter into a six month agreement with Bridgestone Americas Tire Operations, LLC, doing business as GCR Tires & Service, for the cooperative purchase of Tire Service Worker's service in an amount not to exceed $100,000 annually, and to authorize the Acting City Manager to renew the agreement, at the Acting City Manager's discretion, for an additional one-year extension in an amount not to exceed $200,000 over the term of the contract.

Background

The City of Glendale owns and maintains a city fleet of approximately 1,300 vehicles and associated equipment. This fleet of vehicles and equipment is used to support key city functions including police and fire services, community services, public works and water services. Last fiscal year, with all city vehicles combined, the fleet traveled over seven million miles during the course of providing services to the community.

The Equipment Management division of Public Works Department is responsible for purchasing, maintaining, and repairing these vehicles and charges the cost related to repairs and maintenance back to the corresponding departments. If tires cannot be repaired or recapped, they require replacement in order to ensure vehicle safety and reliability. The Equipment Management division routinely purchases tires and services using state cooperative contracts due to the preferred pricing offered by vendors.

Bridgestone Americas Tire Operations, LLC, doing business as (dba) GCR Tires & Service, was awarded a contract by the City of Scottsdale (Contract #12PB026) under the Strategic Alliance for Volume Expenditures (S.A.V.E.) cooperative purchasing agreements for the purchase of on-site tire service worker(s), truck(s), tools, and after-hour road calls and staff is requesting to use this cooperative purchasing agreement.

Materials Management has reviewed and approved the utilization of the cooperative purchasing agreement with the City of Scottsdale for Tire Service Worker(s) as outlined herein.

Analysis

The Equipment Management division utilizes GCR Tires & Service to provide on-site tire repair and replacement services for approximately four hours per day to supplement current staffing levels.

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

Staff recommends authorizing the expenditure of funds with GCR Tires & Service for Tire Service Worker(s) service in an amount not to exceed $100,000 annually, and in an amount not to exceed $200,000 over the full term of the agreement. The initial term of the agreement is from July 1, 2015 to December 31, 2015, with the option to extend the agreement for an additional one-year period terminating on December 31, 2016. This is a request for expenditure authorization only and does not mean the city will expend the full annual authorized amount with GCR Tires & Service for the purchase of Tire Service Worker(s) service.

Previous Related Council Action

On September 23, 2014, Council authorized expenditure of funds for the cooperative purchase of tires and services in a total amount not to exceed $280,000. Included in this action was the cooperative purchase of Tire Service Worker(s) from GCR Tires & Service.

On May 28, 2013, Council adopted resolution No. 4681 New Series to allow continued use of Arizona State cooperative purchasing agreements.

Community Benefit/Public Involvement

The purchase of tire services is necessary to keep the city fleet of vehicles and equipment legal, safe and operational while delivering city services to the community.

The combined purchasing power of the State Cooperative Purchasing and Strategic Alliance for Volume Expenditures (S.A.V.E.) membership produces the lowest possible volume prices and makes for the most effective use of available funding. The bids are publicly advertised and all Arizona firms have an opportunity to participate.

Budget and Financial Impacts

Funding is available in the FY 2015-16 Equipment Management operating and maintenance budget. Expenditures with GCR Tires & Service for Tire Service Worker(s) service are not to exceed $100,000 annually, and in an amount not to exceed $200,000 over the full term of the agreement pending annual budget approval.

Cost	Fund-Department-Account
$100,000	2590-18300-518200, Fleet Management

powered by Legistar™

Capital Expense? No

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?

powered by Legistar™

LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
BRIDGESTONE AMERICAS TIRE OPERATIONS, LLC
DBA GCR TIRES & SERVICE

THIS LINKING AGREEMENT (this "Agreement") is entered into as of this day of , 20 , between the City of Glendale, an Arizona municipal corporation (the "City"), and Bridgestone Americas Tire Operations, LLC, dba GCR Tires & Services, a Delaware limited liability company ("Contractor"), collectively, the "Parties."

RECITALS

A. On January 1, 2012, under the Strategic Alliance for Volume Expenditures (SAVE) Cooperative Purchasing Agreement, the City of Scottsdale entered into a contract with Contractor to purchase the goods and services described in the Tire Service Worker(s) Contract #12PB026, which is attached hereto as Exhibit A. The Tire Service Worker(s) Contract permits its cooperative use by other governmental agencies including the City. The Tire Service Worker(s) Contract is hereinafter referred at as the Cooperative Purchasing Agreement.

B. Section 2-149 of the City's Procurement Code permits the Materials Manager to procure goods and services by participating with other governmental units in cooperative purchasing agreements when the best interests of the City would be served.

C. Section 2-149 also provides that Materials Manager may enter into such cooperative agreements without meeting the formal or informal solicitation and bid requirements of Glendale City Code Sections 2-145 and 2-146.

D. The City desires to contract with Contractor for supplies or services identical, or nearly identical, to the supplies or services Contractor is providing other units of government under the Cooperative Purchasing Agreement. Contractor consents to the City's utilization of the Cooperative Purchasing Agreement as the basis of this Agreement, and Contractor desires to enter into this Agreement to provide the supplies and services set forth in this Agreement.

AGREEMENT

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

1. Term of Agreement. The City is purchasing the supplies and/or services from Contractor pursuant to Cooperative Purchasing Agreement. According to the Cooperative Purchasing Agreement award and rate sheet, which are attached hereto as part of Exhibit B, purchases can be made by governmental entities from the date of award, which was January 1, 2012, until the date the contract expires on December 31, 2015, unless the term of the Cooperative

Purchasing Agreement is extended by the mutual agreement of the original contracting parties. The Cooperative Purchasing Agreement, however, may not extend the contract beyond December 31, 2016. The initial period of this Agreement therefore is the period from the Effective Date of this Agreement until December 31, 2015. The City, however, may renew the term of this Agreement for a one-year period until the Cooperative Purchasing Agreement expires on December 31, 2016. Renewals are not automatic and shall only occur if the City gives the Contractor notice of its intent to renew. The City may give the Contractor notice of its intent to renew this Agreement 30 days prior to the anniversary of the Effective Date to effectuate such a one-year renewal.

2. Scope of Work; Terms, Conditions, and Specifications.

   A. Contractor shall provide City the supplies and/or services identified in the Scope of Work attached hereto as Exhibit B.

   B. Contractor agrees to comply with all the terms, conditions and specifications of the Cooperative Purchasing Agreement. Such terms, conditions and specifications are specifically incorporate into and are an enforceable part of this Agreement.

3. Compensation.

   A. City shall pay Contractor compensation at the same rate and on the same schedule as the Cooperative Purchasing Agreement, unless the City and Contractor agree otherwise, as provided in Exhibit C hereto.

   B. The total purchase price for the supplies and/or services purchased under this Agreement shall not exceed one hundred thousand dollars ($100,000/annually).

4. Cancellation. This Agreement may be cancelled pursuant to A.R.S. § 38-511.

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

6. E-verify. Contractor complies with A.R.S. § 23-214 and agrees to comply with the requirements of A.R.S. § 41-4401.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE.]

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

"City"

City of Glendale, an Arizona
municipal corporation

By: _____
Richard A. Bowers
Acting City Manager

"Contractor"

Bridgestone Americas Tire Operations, LLC
dba GCR Tires & Services,
a Deleware limited liability company

By: _____
Name: Marc Gagnon
Title: Store Manager

ATTEST:

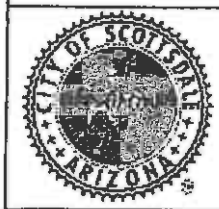
_____
Pamela Hanna (SEAL)
City Clerk

APPROVED AS TO FORM:

_____
Michael D. Bailey
City Attorney

EXHIBIT A

City of Scottsdale - Contract #12PB026 - Tire Service Worker(s)

SPECIAL TERMS AND CONDITIONS	
	**TIRE SERVICE WORKER(S)** **IFB # 12PB026**

1. *ACCEPTANCE / AGREEMENT*

Any agreement made pursuant to this solicitation must be accepted in writing by the Contractor. If for any reason Contractor should fail to accept the Agreement in writing, any conduct by Contractor which recognizes the existence of an Agreement pertaining to the subject matter hereof shall constitute acceptance by Contractor of the Agreement and all of its terms and conditions. Any terms proposed by Contractor which add to, vary from or conflict with the terms herein are hereby objected to. Any such proposed terms shall be void and the terms herein shall constitute the complete and exclusive statement of the terms and conditions of the Agreement between the parties and may hereafter be modified only by written instrument executed by the authorized representatives of both parties. If any Agreement has been issued by the City in response to a bid and if any of the terms therein are additional to or different from any terms of such bid, then the issuance of the Agreement by the City shall constitute an acceptance of such bid subject to the express conditions that the Contractor assent to such additional and different terms herein and acknowledge that the Agreement constitutes the entire agreement between the City and the Contractor with respect to the subject matter and acknowledged unless Contractor notifies the City to the contrary in writing within ten (10) days of receipt of the Agreement.

2. *ACCURACY OF WORK*

The Contractor shall be responsible for the accuracy of the work requested and shall promptly make all necessary revisions or corrections without additional compensation. Acceptance of the work by the Project Manager will not relieve the Contractor of the responsibility for subsequent correction of any errors and the clarification of any ambiguities.

3. *CONTRACTOR'S EMPLOYEES' IDENTIFICATION AND WORK APPAREL*

All Contractor employees performing work under the scope of this contract shall wear conservative style uniform shirts that will have sewn on or embossed identification labels of the Contractors company name, and/or, logo, and will appear on the front area of the shirt near chest height of the shirt. Shirts may also have company name or logo appear on the backside of the shirt. Contract Administrator will approve proper identification on uniforms during the life of the contract.

Contractor shall provide employees with identification nametags to include name and picture of the employee and Contractor's company name and applicable logo. Employee will wear the nametag in plain view on his person at all times while performing the work under the scope of the contract. All employees shall have the supervisor's business cards available. In addition the 'lead person' of each crew shall wear a badge clearly identifying the position of crew leader.

Contractor's employees shall wear uniform style slacks, "Levi" type slacks, or Bermuda type shorts. If shorts are worn they shall be of Bermuda style length (cut just above the knee). Cut-offs and short-shorts are not acceptable wearing apparel.

Outlandish styles, patterns, hats, colors of wearing apparel, verbiage imprinted on apparel, etc. worn by the Contract Employee that may promote negativity in the work place, or advertise any product other than the Contractor's company name and/or logo will not be allowed.

3. *CONTRACTOR'S EMPLOYEES' IDENTIFICATION AND WORK APPAREL – CONT'D*

Sandals, flip-flops, open-toed shoes are not acceptable footwear.

The Contract Administrator shall be the sole determinant of the appropriateness of all work apparel.

It shall be the Contractor's responsibility to make sure all employees performing any work at any location under the scope of this contract, are furnished and use the proper Personal Protective Equipment (PPE) based on the type of work the employee is doing and the type of hazard the employee may encounter or be exposed to.

Walkman type radios or any apparatus, which may impede hearing or sight, will not be allowed. Earplugs and/or safety glasses are exempt.

The Contract Administrator shall be the sole determinant of the appropriateness of all work apparel.

The Contractor shall instruct all employees, in advance, as to what to do in a medical emergency.

If an injury to an employee is of sufficient nature to warrant immediate professional medical attention, the employee shall seek out proper medical attention immediately.

The employee shall notify the on-duty lead person (or supervisor) of any personal injury, including minor cuts, scrapes or burns. The on-duty lead person shall immediately notify the Contract Administrator of such injuries.

4. *INVOICING*

All invoices submitted for work done under the scope of this contract **MUST BE ITEMIZED**. Itemized invoices shall contain a **MINIMUM** of the following information:

- Vendor Name
- Remit to Address
- Purchase Order Number
- Invoice Date
- Invoice Number
- Date service/work was completed
- Complete description of work completed
- Location where service/work was performed
- Itemized list of all charges (quantity, description, unit pricing per the contract)
- Tax Amount (if applicable)
- Total Invoice Amount

The Contractor shall submit invoices with all supporting documentation within thirty (30) days after the service/work is completed and approved by the Contract Administrator.

EXHIBIT B

City of Scottsdale - Contract #12PB026 - Tire Service Worker(s)

Scope of Work

5. *TERM OF AGREEMENT*

The term of this Contract shall be for a one (1) year period from the effective date of acknowledgment of the Acceptance of Offer/Notice of Award.

The City and Contractor may mutually agree to extend this Contract for four (4) additional one (1) year periods, upon the recommendation of the Contract Administrator, concurrence of the Purchasing Director.

6. *PRICING*

Pricing for labor shall be based on a "per hour" charge quoted herein. For the purposes of this solicitation, the "per hour" charge shall be billed as the time frame when the City of Scottsdale initiates the request for labor or the time the work is performed, whichever is less.

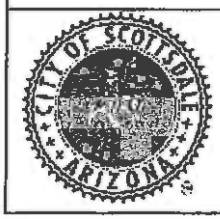
Travel time for service calls shall be the actual travel time, not to exceed one (1) hour per call out. No travel time will be allowed on schedule on scheduled yard services or road calls originating from a city of Scottsdale site during hours when the Contractor's technician is on site.

A change in pricing for LABOR PRICING may only be requested by the contractor, thirty (30) days prior to the annual anniversary date of the Contract. Failure to do so may result in the denial of any increase requested. Labor price increase shall become effective only after approval by the Purchasing Director and shall be effective for at least one (1) year from the date of approval. Approved labor price increases shall be applied to the unit pricing in the Contract as a percentage increase. The increase rate shall be based upon mutual consent of the Contractor and the Contract Administrator; however, the Contract Administrator shall evaluate the Contractor's performance, services and documentation to determine the appropriateness of the increase requested. The percentage increase in the unit pricing may not exceed the percentage change in the Employment Cost Index for total compensation, for civilian workers, by occupational group and industry (not seasonally adjusted) for the Percentage Change from the previous twelve (12) months, as published by the U.S. Department of Labor Statistics.

All charges associated with this contract MUST be shown on the Bid Form returned by the Offeror or other supporting documentation. Any charges not listed on the Bid Form or supporting documentation submitted with the Offeror's bid, shall not be allowed during the contract period and any applicable extensions.

Unit prices quoted herein shall be all inclusive and include all pertinent additional fee normally associated with this type of service. This shall include, but not be limited to, environmental fees, disposal fees, hazard waste fees, shop supplies, clean-up, transportation, etc.

No additional charges beyond the quoted unit price (except applicable sales tax) shall be allowed, unless authorized by the Contract Administrator before final invoicing.

SPECIFICATIONS	
	**TIRE SERVICE WORKER(S)** **IFB # 12PB026**

INTENT

The City of Scottsdale desires to contract for Tire Service Work.

This Solicitation is for an on-site tire service worker(s) and truck(s), and after-hour road calls.

The Offeror is encouraged to read the Solicitation documents very carefully, as the City shall not be responsible for errors or omissions on the part of the Offeror. Offeror shall familiarize themselves with the nature and extent of the solicitation and contract documents, work to be performed, all conditions, and federal, state and local laws, ordinances, rules and regulations that may in any manner effect cost, progress or performance of the work.

CONTRACT ADMINISTRATION

The Contract Administration shall be the Equipment Parts Supervisor or designee. The Contract Administrator shall audit the billings, approve payments, establish delivery schedules, approve addenda to the contract, and generally be responsible for overseeing the execution of the contract.

CONTRACTOR DAMAGE

Any damage caused by the tire service worker to either the City of Scottsdale Equipment or Facilities shall be restored by the Contractor to existing conditions at no additional expense to the City of Scottsdale. Repair work to be approved by the contract administrator prior to acceptance.

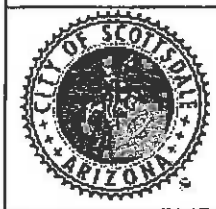
GENERAL VENDOR QUALIFICATIONS

The contractor shall be in compliance with all applicable Federal, State, Local, ANSI, and OSHA laws, rules and regulations and all other applicable regulations for the term of this contract.
The Contractor, without additional expense to the City, shall be responsible for obtaining and maintaining any necessary licenses and permits required in connection with the completion of the required services herein.

The Contractor may not subcontract any segment of service covered herein, without prior approval of the Contract Administrator. All subcontractors used under the scope of this contract shall meet all requirements, terms and conditions set forth herein. All subcontracted services shall be warranted by and be the responsibility of the Contractor.

Offeror shall have been conducting business within the Phoenix Metropolitan area for a MINIMUM of five (5) consecutive years.

Offeror's place of business MUST be physically located in the Phoenix, Arizona metropolitan area.

SPECIFICATIONS	
	**TIRE SERVICE WORKER(S)** **IFB # 12PB026**

VEHICLE REQUIREMENTS AND IDENTIFICATION

The Contractor shall only use trucks and vehicle licensed for use on public streets in Maricopa County.

All equipment used in the performance of work under the scope of this contract, that will be operating in or near the roadway, shall be equipped with an amber/yellow light bar OR amber/yellow light which can be clearly seen from a MINIMUM distance of five hundred feet (500') in all directions. The Contract Administration shall be the sole determinant as to whether equipment warning lights are sufficient.

All Contractor vehicles shall contain signage which includes a MINIMUM of the Contractor Company name: and / or logo. Vehicle signage shall be sufficient, in the opinion of the Contract Administrator, to make it apparent to others, as to the nature of the business and the occupants of the vehicle. Vehicle signage shall appear on a MINIMUM of the right and left sides of the vehicle. All vehicles that are used in the performance of work under the scope of this contract shall display the proper vehicle signage. Contract Administrator will approve proper identification of vehicles during the life of the contract.

GENERAL PRODUCT AND SERVICE REQUIREMENTS

Contractor shall furnish all labor, materials and equipment necessary for the completion of the scope of work described herein.

The Contractor shall have sufficient personnel and equipment to complete all work requests, as defined in this Solicitation, in the time frame required by the Contract Administrator.

All equipment used for performance of work under the scope of this Contract, shall be maintained in a safe operating condition, and shall comply with all applicable Federal, State, Local, ANSI, and OSHA laws, rules, and regulations.

QUANTITY

The City estimates annual labor purchases as follows:

DESCRIPTION	
Monday through Friday (excluding holidays) - Regularly Schedule Service Hours (5:00 A.M. – 11:00 A.M. and 2:00 P.M. – 10:00 P.M.)	3500 HRS
After Hours and emergency road service (Defined as all other call – outs not falling into the category above	13 HRS
Travel Time Rate (Equals approximate number of annual after hours road calls)	15 CALLS

The actual material and service requests, and material and service request for future years may be more or less, and quantities listed herein should be used for information purposes only.

QUALITY CONTROL

The Contract Administrator or designee will monitor issues by the Contractor. Tire repair issues caused by Tire Service Worker, not by road hazard (improper patch, leaking or broken valve stem etc.) shall average less than five percent (5%) monthly. Tire repair issues that exceed five percent (5 %) for two (2) consecutive months may result in the contract being terminated. The Contract Administrator has the right to request a replacement tire service worker if their performance is deemed as inadequate or unsafe practices are used. The City of Scottsdale Contract Administrator will be the final determination of what was the cause of the tire issue.

SERVICE TECHNICAL SPECIFICATIONS AND REQUIREMENTS

1.0 Tire Service Specifications

1.01 The Fleet Management Division has two (2) service facilities (Corporation Yard Fleet Management Facility (9191 E. San Salvador Dr.) AND the McKellips Fleet Management Facility (7601 E. McKellips Rd.).

1.02 The Contractor shall provide an onsite tire service workers, service truck and tools at a pre-determined City of Scottsdale Fleet Management Service Facility a MINIMUM of Monday through Friday between 5:00 AM and 11:00 AM and 2:00 PM 10:00 PM except on posted holidays or limited special occasions. Hours and location may vary as needed and indicated by the Contract Administrator, as it is anticipated that the Tire Service Workers will float between the two Service Facilities based on the needs of the City.

1.03 For all other times (24/7 including holidays) NOT covered by section 1.02 above, the Contractor shall provide after-hours / emergency call-out service with a MAXIMUM road-call site (site of breakdown) response time of two (2) hours (calculated from the time of service request to arrival of the tire service worker at the job site).

1.04 Contractor shall use the Contractor provided service truck and tools to provide response to all road side service requests (Regular Hours and After Hours) covered under the scope of this contract. Contractor is responsible for their own fuel costs.

1.05 Contractor shall provide a "Yard Check Service" under the scope of this contract, performed during the regular service hours indicated in section 1.02. The "Yard Check Service" shall be an inspection of the tires mounted on City of Scottsdale vehicles during the course of each shift, at each location as designated by the Contract Administrator or Designee. The Contract Administrator or designee will determine the timing, breadth and depth of the "Yard Check Service". The inspection process will include an air pressure check and visual inspection of the tread, sidewall area, valve stems and wheels. Each tire service worker shall submit a written inspection report noting vehicle with worn tires, as well as any irregular wear, may indicate mechanical problems with the vehicle to the Contract Administrator or designee. This report is to include all vehicles inspected, and shall be turned in prior to the completion of the Contractor's work order for the shift worked. A City of Scottsdale work order must be issued prior to replacing any tires. No fuel surcharges will be allowed as part of this contract.

SERVICE TECHNICAL SPECIFICATIONS AND REQUIREMENTS – CONT'D

1.0 Tire Service Specifications – Cont'd

1.06 Contractor shall remove wheels/tires from equipment: replace new/recapped tires, balance, and replace tires on the equipment on site.

1.07 Repairs of tires onsite will be limited to patchable flat repairs and the replacement of damaged valve stems and worn or damaged tires. All flat repairs for on highway applications shall be made with the tire removed from the rim and patched inside the tire.

TIRE PLUGS ARE NOT ACCEPTABLE. All tire repairs and tire replacement labor cost shall be included in the hourly rate for the time period in effect at the time the repair is made.

1.08 EVERY vehicle repaired by the Contractor shall have ALL (including any applicable Spare tires) the tire pressure checked and adjusted to proper inflation levels and tread depth of the tires checked and noted on their daily report to the Contract Administrator or designee.

1.09 All reports and forms will be created through collaboration with Contractor and the Contract Administrator or designee. These sheets shall be filled out completely and signed by the technician providing the service before the Contractor's work order is signed for the work performed. There shall be NO ADDITIONAL CHARGE for filling out these sheets.

2.0 Contractor Service Worker Requirements

2.01 The Contractor shall employ properly trained and / or certified tire service workers who are also trained in the use of City of Scottsdale owned tire equipment. The Tire Service Worker(s) MUST be TIA (Tire Industry Association) Certified.

2.02 Contractor shall have some form of background check in place for all tire service workers that will be providing repair services under the scope of this contract. The background check performed by the Contractor shall ensure that tire service workers have no prior felony convictions or any convictions other than minor traffic violations. The City reserves the right to initiate a background check, administered by the Police Department, on any tire service worker dispatched to City, should it be determined by the Contract Administrator to be in the City's best interest. Tire service workers that do not pass the City's background check will no longer be eligible to provide services to the City under the scope of this contract. Frequent failures of City background checks by Contractor tire service workers, may result in the cancellation of the contract for cause.

2.03 All Contractor employees shall understand and follow all related City of Scottsdale Safety procedures while working on City of Scottsdale equipment or property.

SERVICE TECHNICAL SPECIFICATIONS AND REQUIREMENTS – CONT'D

2.0 Contractor Service Worker Requirements – Cont'd

2.04 The Contractor shall be responsible for all training and certification of their Employee(s) working under the scope of this contract.

2.05 Each tires service worker provided by the Contractor shall have completed OSHA Safety training and be certified by International Tire and Rubber Association (ITRA) prior to assignment to work on or for City of Scottsdale property or equipment.

2.06 A designated area in the Fleet Maintenance Facility will be designated as a Tire Repair Shop. All tire service equipment and tire repair supplies will be located in this designated area.

2.07 Each tire service worker shall be familiar, trained and certified on the safe and proper use of Scottsdale tire equipment prior to assignment to work on City of Scottsdale property and equipment. The City currently has the following tire equipment the tire service workers will need to be trained and certified on:

BRAND	MODEL	DESCRIPTION
Ahcon	Safe 88	Tire Safety inflation cage
Coats	1025	Tire Balancer
Coats	4050A	Tire Mounting Machine
Coats	5000	Tire Mounting Machine
Coats	6160	Tire Safety Inflation Cage
Coats	6401	Tire Balancer
Giuliand	ALL Tire Plus	Tire Mounting Machine
Giuliand	Type 551	Tire Mounting Machine
Napa		Tire Bead Blaster
Miscellaneous	Miscellaneous	Five and Ten Ton Jack Stands
OTC		25 Ton Air over Hydraulic Axle Jack
Unknown		25 Ton Floor Jack
Unknown		10 Ton Bottle Jack

2.08 Tire service worker will be required to move City equipment within the City's maintenance facilities to and from the area where the area where the tire service is to be performed. A valid driver's license is required for each tire service worker.

SERVICE TECHNICAL SPECIFICATIONS AND REQUIREMENTS – CONT'D

3.0 City Supplied Equipment and Supplies

3.01 The City of Scottsdale shall provide the following supplies for use under the scope of this contract by the Contractor's Tire Service Worker:

Tire Repair Patches and Glue
Tire Valve Stem
Wheel Weights (for balanced tires)
Shop Towels
Tire Mounting Lubes, Soaps and Greases

3.02 Supplies provided by the City **SHALL NOT** be removed from City premises.

3.03 Contractor shall be responsible for the supplies on the Contractor owned service vehicles used for all road service calls (regular hours / after hours) covered under the scope of this contract.

OFFER AND ACCEPTANCE

City of Scottsdale
Purchasing Division
9191 E. San Salvador Dr.
Scottsdale, AZ 85258
Phone: 480-312-5700 -- Fax: 480-312-5701

SOLICITATION #	12PB026	SOLICITATION TITLE:	Tire Service Workers(s)

OFFER

TO THE CITY OF SCOTTSDALE:
The undersigned hereby offers and agrees, in accordance with the undersigned's written offer submitted in response to this solicitation, to furnish the material and/or service(s) in compliance with all terms, conditions, specifications, scope of work, and addendums in the solicitation listed above, as well as all written exceptions that are subject to the approval of the City prior to acceptance. The undersigned agrees that the entire solicitation listed above is hereby incorporated by reference as if fully set forth herein.

The Offeror's signature on this OFFER form certifies that he has read, understands and will comply with all terms, conditions and specifications stated in all documents constituting the solicitation. The bidder also certifies it is in compliance with the Non Collusion, Business Dealings with Sudan and the Immigration Compliance and Federal and Arizona State Immigration Laws and requirements of the solicitation.

OFFER MADE - COMPANY INFORMATION	FOR CLARIFICATION OF THIS OFFER, CONTACT:
Company Name GCR Tire Centers	Printed Name Marc Gagnon
a d/b/a Bridgestone Americas Tire Operations	
Address 4815 N. 32nd Ave	Title Associate Store Manager
City Phoenix State AZ Zip 85009	Phone 602-272-9308
Signature for Offeror [signature] Date 12/15/2011	Fax 602-269-6372 E Mail marc.gagnon@gcr.com
Marc Gagnon Associate Store Manager	
Printed Name and Title of Authorized Signatory	Address (if different from Company Info)
58-0335067	
Federal Employer Tax ID # or SSN as per W9 Statement	City, State, Zip (if different from Company Info)

ACCEPTANCE OF OFFER, NOTICE OF CONTRACT AWARD
(for City of Scottsdale Use Only)

The contractor's offer is hereby accepted by the City of Scottsdale. The Contractor is now bound to sell the materials and/or service(s) and perform based upon the above solicitation, including all terms, conditions, specifications, scope of work, and addendums contained in the Solicitation, as well as any written exceptions that have been separately accepted by the City.

This contract shall henceforth be referred to as **Contract # 12PB026**

The contract consists of the following documents: 1) Solicitation # 12PB026 and all addendums (if applicable) as issued by the City; 2) The Contractor's Response to the City's solicitation; 3) This signed offer and acceptance and any other applicable contractual agreements, 4) All written exceptions and/or modifications to the solicitation requirements as agreed to by the City and the Contractor as per attachment ____, dated ____.

The Contractor is hereby cautioned not to commence any billable work or provide any material or service under this contract until the Contractor receives a purchase order document from the City.

The Contractor must provide the following checked items within ten (10) calendar days from the date of this Acceptance of Offer, Notice of Contract Award in order for the City to issue the required Purchase Order: ☐ Payment Bond ☐ Performance Bond, ☐ Insurance Certificate(s), ☐ I.R.S. Form W-9/Taxpayer ID No. & Certification, ☐ other documentation as identified. If the Contractor fails to furnish the required documents within the stated ten (10) calendar days they may be considered in default and may be at risk of forfeiture of any applicable Bid Bond posted. All required documents are to be sent to the Bid & Contract Specialist listed in the solicitation.

This document has been approved as to form on 14th day of April 2011 by the City Attorney and is on file with the City Clerk. It need not be submitted to the City Attorney for approval unless the form document is altered.

Reviewed as to form this 3rd day of Jan, 2012
As City of Scottsdale Buyer/Bid & Contract Specialist and not personally
Staff Initials: BB

Reviewed as to form this 3 day of JAN, 2012
As Contract Administrator and not personally
Contract Administrator Initials: [illegible]

City of Scottsdale, a municipal corporation
Offer Accepted and Awarded this 3rd day of Jan, 2012

[signature]
Pauline Hecker
As Risk Management Director and not personally (if applicable)

[signature]
Bill Yazel
As City of Scottsdale Purchasing Director and not personally

EXHIBIT C

City of Scottsdale - Contract #12PB026 - Tire Service Worker(s)

COMPENSATION

BID FORM	
	TIRE SERVICE WORKER(S) **IFB # 12PB026**

ITEM	DESCRIPTION	ESTIMATED HOURS	LABOR RATE (per hour)	EXTENSION
A	Monday through Friday (excluding holidays) - Regularly Scheduled Service Hours (5:00 A.M. – 11:00 A.M. and 12:00 P.M. – 10:00 P.M.)	3500 HRS	$ 42.50	$ 148,750.00
B	After hours and emergency road service.	13 HRS	$ 63.00	$ 819.00
C	Travel time rate applies to Item B only. One (1) hour Maximum billable per call-out.	15 HRS	$ Ø	$ Ø
			TOTAL QUOTE FOR LABOR	$ 149,569.00

ONLY THE TOTAL QUOTE FOR LABOR WILL BE READ AT THE BID OPENING

***TAXES**

1. Do not include any use, or federal excise tax in your bid. The city is exempt from the payment of federal excise tax and will add use tax as applicable.

DELIVERY DESTINATION

Delivery Location: Corporation Yard Fleet Management Facility, (9191 E. San Salvador Dr, Scottsdale, AZ) **AND** the McKellips Fleet Management Facility, (7601 E. McKellips Rd, Scottsdale, AZ)

1. Prices quoted herein are effective through completion of delivery against this Contract.

ADDENDA

The bidder hereby acknowledges receipt of and agrees his bid is based on the following Addenda.

ADDENDUM #_____ DATED _____ ADDENDUM #_____ DATED _____

ADDENDUM #_____ DATED _____ ADDENDUM #_____ DATED _____

NO BID: If no bid please state reason:

_____

COMPANY NAME: GCR Tire Centers

Purchasing

9191 E. San Salvador Dr.
Scottsdale, AZ 85258

November 4, 2014

GCR Tires & Service, a dba of Bridgestone Americas Tire Operations, LLC
Attn: Marc Gagnon
2815 N. 32nd Ave.
Phoenix, AZ 85009
marc.gagnon@gcrtires.com

Re: Contract: 12PB026
Tire Service Worker(s)

Mr. Gagnon,

Pursuant to your letter dated November 3, 2014 the City of Scottsdale hereby accepts your offer to renew our Contract # 12PB026 for Tire Service Worker(s) for a period of one (1) year. All terms, conditions and pricing shall remain unchanged except for the following:

Effective January 1, 2015:

Per the 'Pricing' clause of the contract, your request for a price increase is hereby granted. Unit pricing on the contract shall be revised as follows:

ITEM	DESCRIPTION	OLD LABOR RATE (per hour)	NEW LABOR RATE (per hour)
A	Monday through Friday (excluding holidays) - Regularly Scheduled Service Hours (5:00 A.M. – 11:00 A.M. and 12:00 P.M. – 10:00 P.M.)	$42.50	$43.43
B	After hours and emergency road service.	$63.00	$63.00 (Unchanged)
C	Travel time rate applies to Item B only. One (1) hour Maximum billable per call-out.	$0.00	$0.00 (Unchanged)

The new term of the extension shall be from January 1, 2015 through December 31, 2015. All provisions of the contract shall remain in effect during the new contract period.

If you have any questions, please contact me. Thank you.

Sincerely,

John Snow, CPPO
Bid & Contract Specialist
City of Scottsdale
9191 East San Salvador Drive
Scottsdale, AZ 85258
Phone: 480-312-5716
Fax: 480-312-9008
jsnow@ScottsdaleAZ.gov

cc: Jesse Montano
Contract Administrator

Bridgestone Americas Tire Operations, LLC, 441 Donelson Pike, Suite 310, Nashville, TN 37214, fax (615) 691 7090

SPECIAL CONDITIONS ADDENDUM

City of Scottsdale
Purchasing Services Department
9191 E San Salvador Dr
Scottsdale, AZ 85258
Attn: Bill Yazel, Purchasing Director

Re: Invitation to Bid, Tire Service Worker(s), IFB # 12PB026

Dear Mr. Yazel,

This Special Conditions Addendum is provided by **GCR Tire Centers No. 825 located in Phoenix, Arizona**, a d/b/a of Bridgestone Americas Tire Operations, LLC, a Delaware limited liability company ("Bidder" or "Supplier") in connection with the response to that certain Invitation to Bid (Tire Service Worker9s) IFB #12PB026) (the "Bid Documents") issued by City of Scottsdale, Arizona (the "City" or "Customer"). In submitting the Bid, the Bidder respectfully requests that the Bid Documents be amended as follows:

1. Sections with respect to products and services warranties shall be restated as follows to reflect the Bridgestone's Standard Limited Warranties for Products and Services:

   Supplier expressly represents and warrants that Supplier is duly organized, validly existing and in good standing under the laws of the state of its organization with a full power and authority to conduct its business as it is now conducted and to enter into the Agreement.

   Products. All new Products supplied by Supplier to Customer under this Agreement are subject to Bidder's standard limited warranties as in effect at the time of delivery. As the exclusive remedy for breach of this warranty, Supplier, at its option, shall: (a) repair the Products, (b) replace the Products, or (c) refund the fees paid and attributable to the Products at issue for the then-current period. Customer will make no set-off, without the written consent of Supplier, for warranty claims or adjustments against any sum otherwise owing to Supplier, but settlement of such claims and adjustments will be in accordance with Supplier's warranty procedures then in effect. All warranty claims will be submitted to Supplier in accordance with warranty claims procedures in effect at the time of claim, unless Supplier notifies Customer otherwise.

   Services. Bidder warrants that the Services hereunder will be performed in a good workmanlike manner, with that standard of care, skill, and diligence normally provided by a similar professional in the performance of similar services in accordance with applicable specifications and industry standards. As the exclusive remedy for breach of this Services warranty, Supplier, at its option, shall: (a) correct or re-perform any Service that is in breach of the warranties expressed herein at its sole expense or (b) refund the fees paid and attributable to the Services at issue at its sole expense.

   Limitations. The warranties in this Agreement do not apply to any errors, problems, or defects in the Products or Services resulting from or caused by Customer or a third party on behalf of Customer (other than Supplier), acts or omissions by Customer in violation of the terms of this Agreement and/or contrary to Supplier' instructions, or modifications to the Products or Services not performed by Supplier or its subcontractors. No claim based on the warranties set forth in this Agreement will be greater in amount than the payments paid for the Products and/or Services in respect of which damages are claimed, and Supplier's liability will be limited to such amount. No suit or claim based on any cause of action, regardless of form (excluding suits or claims based on debts owing to Supplier), arising out of or in any way connected with this Agreement, may be brought by either Customer or Supplier (or any party claiming by, through, or under either of them) more than one year after such cause of action accrued. Other than the warranties stated herein, Supplier shall not be subject and expressly disclaims: 1) all warranties express or implied, including the implied warranties of merchantability and fitness for particular purpose, 2) any other obligations or liabilities arising out of breach of contract or of warranty; 3) any obligations whatsoever arising from tort claims or under other theories of law or equity with respect to products sold or services rendered by Supplier, or any undertakings, acts or omissions relating thereto. Without limiting the generality of the foregoing and notwithstanding any other provision of this Contract to the contrary, under no circumstances shall either Party, its respective parent, subsidiary or affiliated entities, be liable for any exemplary, incidental, special, contingent, indirect, punitive or consequential damages, any cause of action, whether based in warranty, contract, tort, negligence, strict liability or otherwise, of any kind or nature, including without limitation, loss of actual or anticipated profits, revenues, or business, loss of use of products or any associated equipment, cost of capital, facilities, substitute products or services, downtime costs or delay or slowdown claims, (whether direct or indirect), spoilage of material, or for any other type of economic loss, direct or indirect, whether or not the other party was aware or should have been aware of the possibility of these or any other

damages. All the limitations and disclaimers expressed herein shall apply to claims of Customer's customers or any third party asserted by Customer against Supplier for indemnity or contribution as well as direct claims of Customer against Supplier.

2. Section 36 (Patents) shall be restated to reflect the Bridgestone's standard indemnification for infringement:

   Supplier shall indemnify, defend and hold harmless Customer from and against all any claims, demands, judgments and actions arising solely out of or related solely to a claim that the Services Supplier provides under this Agreement infringe a third party's intellectual property rights, provided that (i) Customer promptly notifies Supplier of such claim; (ii) Supplier, at its option, may take over the defense, negotiations and settlement of such claim; and (iii) such claim is not based on Services that Supplier provided, customized or modified in accordance with Customer's specifications, directions or request. In the event that the Services are held to constitute an infringement and provision of Services is enjoined as a result of any such claim, Supplier will, at its option, either (a) procure the right to continue providing the Services; (b) modify the Services so that the Services are no longer infringing; or (d) terminate this Agreement and provide to Customer a refund of any fees paid for Services not rendered.

3. The first paragraph of Section 27 (Indemnification) shall be restated as follows:

   To the fullest extent permitted by law, Bidder, its successors, assigns and guarantors, shall defend, indemnify and hold harmless the City of Scottsdale, its agents, officers, directors, and employees from and against all allegations, demands, proceedings, suits, actions, claims, damages, losses, expenses, including but not limited to, attorney fees, court costs, and the cost of appellate proceedings, and all claim adjusting and handling expense to the extent caused by gross negligence or willful misconduct of Bidder relating to work or services under this Contract, including but not limited to, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable and any injury or damages claimed by any of Bidder's and Subcontractor's employees.

Please feel free to contact me for any additional information. Thank you once again for this opportunity. We look forward to doing business with the City of Scottsdale.

On behalf of GCR Tire Centers #825 of Phoenix, AZ,

Manager Marc Layman

Litigation Disclosure Form

GCR Tire Centers in Phoenix, Arizona, is part of Bridgestone Corporation, a large global public company which have been and may be subject to litigation from time to time. Obtaining detailed litigation records may not be practicable. Certain information about Bridgestone's litigation can be located at http://www.bridgestone.com/corporate/library/annual_report/2010.html

Social Responsibility Statement

GCR Tire Centers of Phoenix, AZ, the Supplier, is a division of Bridgestone Americas, Inc. a wholly-owned subsidiary of BRIDGESTONE CORPORATION. The Supplier is a socially responsible supplier and a responsible business partner. The Bridgestone Group's mission is based on the words of its founder: "*Serving Society with Superior Quality.*" In order to make the least impact on the environment as well as helping your business run more efficiently, Bridgestone has implemented total optimization to maintain maximum quality.

Bridgestone strives to always provide the best products and services to match our customers' needs. Tires and tubes for passenger cars, trucks and buses, construction and mining vehicles, industrial machinery, agricultural machinery, aircrafts, motorcycles and scooters, and other automotive parts, retreading materials and services, automotive maintenance and repair services, raw materials for tires, and other products. Our Company Profile located at http://www.bridgestone.com/corporate/profile/index.html offers much more details and information about who we are and our capabilities and experiences.

Bridgestone supplies products and services to many satisfied long-term and new customers in the United States and around the World. As to philosophy, Bridgestone puts the principle of safety first through all stages of the tire lifecycle, from development to production, sale, and use. In tire design and development, we've defined our three core elements as safety, comfort, and being environmentally friendly, and we will invest the resources to ensure that our tires continue to deliver on all three fronts. Striking a harmonious balance among the three elements will allow us to achieve ever-higher levels of value as our users "enjoy the surprise" provided by our products.

The Supplier has all applicable appropriate licenses and permits to conduct its business activities. Please let us know if you may need any specific additional information.

Safety and Health Information: For your convenience, the Supplier's Safety Manual is attached hereto. Please let us know if you need any specific information.

Environmental and Health Management Practices: The Supplier, being part of company-owned operations of Bridgestone Americas Tire Operations, LLC ("COO") operates under global Bridgestone Environmental Mission Statement (attached hereto). On a divisional level, environmental management is directed by a corporate Environmental Services Manager. Recently, an Environmental Coordinator position was added specifically for COO. Additional environmental control is implemented by internal auditors who assess each COO location at least once per year. Any environmental items noted in the audit are sent back to the Environmental Services Manager. The Environmental Services Manager and Environmental Coordinator ensure that proper corrective actions are implemented. COO has implemented several important environmental improvements over the years:

- The tire retreading process used by the division has reduced volatile organic compound emissions by over 85% from 1994 levels.
- The rubber buffings removed from tires in the tire retreading process are collected and sold into the rubber recycling industry.
- Many hazardous chemicals used in the process in the past have been eliminated, or less harmful chemicals have been substituted.
- Bridgestone has a global requirement for eliminating rubber process oils that contain polyaromatic hydrocarbons (PAH) in new tires.

The examples above are a very small sample of the numerous environmental initiatives implemented by Bridgestone Corporation and is global operations. Additional details can be viewed on the Bridgestone websites:
http://www.bridgestone.com/responsibilities/environment/index.html
http://www.bridgestoneamericas.com/community_index.asp

The Supplier's Environmental Mission is attached hereto. If any questions remain regarding environmental, health or safety aspects, please contact Bridgestone Environmental Services Manager, Paul Crosser, at CrosserPaul@bfusa.com

The Supplier is a socially responsible supplier and a responsible business partner. Our Company Code of Conduct is attached and it addresses in more detail, a. Community, b. Diversity, c. Environment, d. Ethics, e. Financial Responsibility, f. Human Rights, g. Safety, h. Customer Satisfaction.

Please feel free to contact GCR Tire Centers in Phoenix, AZ for any additional information. Thank you once again for this opportunity. We look forward to doing business with the City of Scottsdale.

File #: 15-405, **Version:** 1

AUTHORIZATION TO ENTER INTO AN AGREEMENT WITH VOUCHER RIDE, LLC, FOR THE TAXI VOUCHER PROGRAM

Staff Contact: Jack Friedline, Director, Public Works

Purpose and Recommended Action

This is a request for City Council to authorize the Acting City Manager to enter into a one-year agreement with Voucher Ride, LLC, to administer and operate the Taxi Voucher Program for the City of Glendale in an amount not to exceed $125,000 annually, and to authorize the Acting City Manager to extend the agreement an additional four, one-year renewals not to exceed $625,000 over the term of the contract.

Background

The Taxi Voucher Program was developed to provide a transportation option for eligible Glendale residents needing to travel to repetitive medical treatments such as dialysis and chemotherapy. The program provides a 75 percent subsidy toward the fare of an eligible taxi trip, and is capped at a maximum trip cost to the city of $15.00. The resident is responsible for the remaining cost of the trip. Since its inception in 2005, the program has grown from 875 trips provided in the first year of the program to more than 7,300 trips last fiscal year.

Analysis

The current contract with Voucher Ride, LLC will expire on June 30, 2015. Staff issued a Request for Proposals on February 26, 2015, and three submittals were received. A review panel comprised of Public Works/Transportation employees, as well as staff from the City of Avondale, evaluated the three proposals and determined that Voucher Ride, LLC was the most responsive and responsible proposer.

The initial term of the contract is for one year. The city may choose, with the approval of Voucher Ride, LLC, to extend the term of this agreement an additional four years, in one-year increments, based on satisfactory contractor performance.

Previous Related Council Action

On May 12, 2015, Council approved Amendment No. Two to the contract with Voucher Ride, LLC, authorizing a one-time increase of the not-to-exceed amount from $125,000 to $144,000.

On June 14, 2011, Council approved Amendment No. One to the contract with Voucher Ride, LLC, authorizing an increase of $40,000, raising the not-to-exceed amount from $85,000 to $125,000 annually.

On October 12, 2010, Council awarded the contract to Voucher Ride, LLC (formerly Life, Inc.) in the amount of

$85,000 annually.

Community Benefit/Public Involvement

Recognizing the need for transportation beyond what is provided by Dial-a-Ride and fixed-route services, the Taxi Voucher Program provides an additional transportation option for Glendale residents for ongoing, repetitive medical treatments. While growth of the program has leveled out over the last couple of years, it remains a popular and valuable option for our residents to meet their transportation needs for these types of medical appointments.

Budget and Financial Impacts

Funding for this program is available in the Fiscal Year 2015-16 GO Transportation Program operating budget. Expenditures will not exceed $125,000 annually, and are not to exceed $625,000 over the full term of the agreement should all options to extend be exercised, pending annual budget approval.

Cost	Fund-Department-Account
$125,000	**1660-16540-518200, Taxi Subsidy Program**

Capital Expense? No

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

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AGREEMENT FOR
PROFESSIONAL PROGRAM MANAGEMENT
City of Glendale Solicitation No. 15-45

This Agreement for Professional Program Management ("Agreement") is effective and entered into between CITY OF GLENDALE, an Arizona municipal corporation ("City"), and Voucher Ride LLC, limited liability company, (the "Contractor"), as of the _____ day of _____, 20 .

RECITALS

A. City intends to undertake a project for the benefit of the public and with public funds that is more fully set forth in **Exhibit A**, pursuant to Solicitation No. 15-45 (the "Project");

B. City desires to retain the services of Contractor to perform those specific duties and produce the specific work as set forth in the Project attached hereto;

C. City and Contractor desire to memorialize their agreement with this document.

AGREEMENT

In consideration of the Recitals, which are confirmed as true and correct and incorporated by this reference, the mutual promises and covenants contained in this Agreement, and other good and valuable consideration, City and Contractor agree as follows:

1. Key Personnel; Sub-contractors.

1.1 Services. Contractor will provide all services necessary to assure the Project is completed timely and efficiently consistent with Project requirements, including, but not limited to, working in close interaction and interfacing with City and its designated employees, and working closely with others, including other contractors or consultants, retained by City.

1.2 Project Team.

a. Project Manager.

(1) Contractor will designate an employee as Project Manager with sufficient training, knowledge, and experience to, in the City's option, complete the Project and handle all aspects of the Project such that the work produced by Contractor is consistent with applicable standards as detailed in this Agreement;

(2) The City must approve the designated Project Manager; and

(3) To assure the Project schedule is met, Project Manager may be required to devote no less than a specific amount of time as set out in Exhibit A.

b. Project Team.

(1) The Project Manager and all other employees assigned to the project by Contractor will comprise the "Project Team."

(2) Project Manager will have responsibility for and will supervise all other employees assigned to the Project by Contractor.

c. Discharge, Reassign, Replacement.

(1) Contractor acknowledges the Project Team is comprised of the same persons and roles for each as may have been identified in the response to the Project's solicitation.

(2) Contractor will not discharge, reassign or replace or diminish the responsibilities of any of the employees assigned to the Project who have been approved by City

without City's prior written consent unless that person leaves the employment of Contractor, in which event the substitute must first be approved in writing by City.

(3) Contractor will change any of the members of the Project Team at the City's request if an employee's performance does not equal or exceed the level of competence that the City may reasonably expect of a person performing those duties or if the acts or omissions of that person are detrimental to the development of the Project.

d. Sub-contractors.

(1) Contractor may engage specific technical contractor (each a "Sub-contractor") to furnish certain service functions.

(2) Contractor will remain fully responsible for Sub-contractor's services.

(3) Sub-contractors must be approved by the City, unless the Sub-contractor was previously mentioned in the response to the solicitation.

(4) Contractor shall certify by letter that contracts with Sub-contractors have been executed incorporating requirements and standards as set forth in this Agreement.

2. **Schedule.** The services will be undertaken in a manner that ensures the Project is completed timely and efficiently in accordance with the Project.

3. **Contractor's Work.**

3.1 Standard. Contractor must perform services in accordance with the standards of due diligence, care, and quality prevailing among contractors having substantial experience with the successful furnishing of services for projects that are equivalent in size, scope, quality, and other criteria under the Project and identified in this Agreement.

3.2 Licensing. Contractor warrants that:

a. Contractor and Sub-contractors will hold all appropriate and required licenses, registrations and other approvals necessary for the lawful furnishing of services ("Approvals"); and

b. Neither Contractor nor any Sub-contractor has been debarred or otherwise legally excluded from contracting with any federal, state, or local governmental entity ("Debarment").

(1) City is under no obligation to ascertain or confirm the existence or issuance of any Approvals or Debarments or to examine Contractor's contracting ability.

(2) Contractor must notify City immediately if any Approvals or Debarment changes during the Agreement's duration and the failure of the Contractor to notify City as required will constitute a material default under the Agreement.

3.3 Compliance. Services will be furnished in compliance with applicable federal, state, county and local statutes, rules, regulations, ordinances, building codes, life safety codes, and other standards and criteria designated by City.

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

3.4 Coordination; Interaction.

a. For projects that the City believes requires the coordination of various professional services, Contractor will work in close consultation with City to proactively interact with

any other professionals retained by City on the Project ("Coordinating Project Professionals").

b. Subject to any limitations expressly stated in the Project Budget, Contractor will meet to review the Project, Schedule, Project Budget, and in-progress work with Coordinating Project Professionals and City as often and for durations as City reasonably considers necessary in order to ensure the timely work delivery and Project completion.

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

3.5 Work Product.

a. Ownership. Upon receipt of payment for services furnished, Contractor grants to City, and will cause its Sub-contractors to grant to the City, the exclusive ownership of and all copyrights, if any, to evaluations, reports, drawings, specifications, project manuals, surveys, estimates, reviews, minutes, all "architectural work" as defined in the United States Copyright Act, 17 U.S.C § 101, *et seq.*, and other intellectual work product as may be applicable ("Work Product").

(1) This grant is effective whether the Work Product is on paper (e.g., a "hard copy"), in electronic format, or in some other form.

(2) Contractor warrants, and agrees to indemnify, hold harmless and defend City for, from and against any claim that any Work Product infringes on third-party proprietary interests.

b. Delivery. Contractor will deliver to City copies of the preliminary and completed Work Product promptly as they are prepared.

c. City Use.

(1) City may reuse the Work Product at its sole discretion.

(2) In the event the Work Product is used for another project without further consultations with Contractor, the City agrees to indemnify and hold Contractor harmless from any claim arising out of the Work Product.

(3) In such case, City shall also remove any seal and title block from the Work Product.

4. Compensation for the Project.

4.1 Compensation. Contractor's compensation for the Project, including those furnished by its Sub-contractors will not exceed $125,000, as specifically detailed in **Exhibit B** (the "Compensation").

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

a. Adjustments to the Compensation require a written amendment to this Agreement and may require City Council approval.

b. Additional services which are outside the scope of the Project contained in this Agreement may not be performed by the Contractor without prior written authorization from the City.

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

5. Billings and Payment.

5.1 Applications.

a. Contractor will submit monthly invoices (each, a "Payment Application") to City's Project Manager and City will remit payments based upon the Payment Application as stated below.

b. The period covered by each Payment Application will be one calendar month ending on the last day of the month or as specified in the solicitation.

5.2 Payment.

a. After a full and complete Payment Application is received, City will process and remit payment within 30 days.

b. Payment may be subject to or conditioned upon City's receipt of:

(1) Completed work generated by Contractor and its Sub-contractors; and

(2) Unconditional waivers and releases on final payment from Sub-contractors as City may reasonably request to assure the Project will be free of claims arising from required performances under this Agreement.

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

a. If the Payment Application is rejected, the Project Manager will issue a written listing of the items not approved for payment.

b. City may withhold an amount sufficient to pay expenses that City reasonably expects to incur in correcting the deficiency or deficiencies rejected for payment.

6. Termination.

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

a. Contractor will be equitably compensated for Goods or Services furnished prior to receipt of the termination notice and for reasonable costs incurred.

b. Contractor will also be similarly compensated for any approved effort expended and approved costs incurred that are directly associated with project closeout and delivery of the required items to the City.

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

a. Contractor will not be entitled to further payment until after City has determined its damages. If City's damages resulting from the breach, as determined by City, are less than the equitable amount due but not paid Contractor for Service and Repair furnished, City will pay the amount due to Contractor, less City's damages, in accordance with the provision of § 5.

b. If City's direct damages exceed amounts otherwise due to Contractor, Contractor must pay the difference to City immediately upon demand; however, Contractor will not be subject to consequential damages of more than $1,000,000 or the amount of this Agreement, whichever is greater.

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

8. Insurance.

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

a. Contractor and Sub-contractors. Contractor, and each Sub-contractor performing work or providing materials related to this Agreement must procure and maintain the insurance coverages described below (collectively referred to herein as the "Contractor's Policies"), until each Party's obligations under this Agreement are completed.

b. General Liability.

(1) Contractor must at all times relevant hereto carry a commercial general liability policy with a combined single limit of at least $1,000,000.00 per occurrence and $2,000,000.00 annual aggregate for each property damage and contractual property damage.

(2) Sub-contactors must at all times relevant hereto carry a general commercial liability policy with a combined single limit of at least $1,000,000.00 per occurrence.

(3) This commercial general liability insurance must include independent contractors' liability, contractual liability, broad form property coverage, XCU hazards if requested by the City, and a separation of insurance provision.

(4) These limits may be met through a combination of primary and excess liability coverage.

c. Auto. A business auto policy providing a liability limit of at least $N/A per accident for Contractor and $1,000,000.00 per accident for Sub-contractors and covering owned, non-owned and hired automobiles.

d. Workers' Compensation and Employer's Liability. A workers' compensation and employer's liability policy providing at least the minimum benefits required by Arizona law.

e. Notice of Changes. Contractor's Policies must provide for not less than 30 days' advance written notice to City Representative of:

(1) Cancellation or termination of Contractor or Sub-contractor's Policies;

(2) Reduction of the coverage limits of any of Contractor or and Sub-contractor's Policies; and

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

f. Certificates of Insurance.

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

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

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

g. Other Contractors or Vendors.

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

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

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

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

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

8.2 Sub-contractors.

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

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

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

8.3 Indemnification.

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

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

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

9. Immigration Law Compliance.

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

9.2 Any breach of warranty under subsection 9.1 above is considered a material breach of this Agreement and is subject to penalties up to and including termination of this Agreement.

9.3 City retains the legal right to inspect the papers of any Contractor or subcontractor employee who performs work under this Agreement to ensure that the Contractor or any subcontractor is compliant with the warranty under subsection 9.1 above.

9.4 City may conduct random inspections, and upon request of City, Contractor shall provide copies of papers and records of Contractor demonstrating continued compliance with the warranty under subsection 9.1 above. Contractor agrees to keep papers and records available for inspection by the City during normal business hours and will cooperate with City in exercise of its statutory duties and not deny access to its business premises or applicable papers or records for the purposes of enforcement of this section.

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

9.6 Contractor's warranty and obligations under this section to the City is continuing throughout the term of this Agreement or until such time as the City determines, in its sole discretion, that Arizona law has been modified in that compliance with this section is no longer a requirement.

9.7 The "E-Verify Program" above means the employment verification program administered by the United States Department of Homeland Security, the Social Security Administration, or any successor program.

10. Notices.

10.1 A notice, request or other communication that is required or permitted under this Agreement (each a "Notice") will be effective only if:

a. The Notice is in writing; and

b. Delivered in person or by overnight courier service (delivery charges prepaid), certified or registered mail (return receipt requested); and

c. Notice will be deemed to have been delivered to the person to whom it is addressed as of the date of receipt, if:

(1) Received on a business day, or before 5:00 p.m., at the address for Notices identified for the Party in this Agreement by U.S. Mail, hand delivery, or overnight courier service on or before 5:00 p.m.; or

(2) As of the next business day after receipt, if received after 5:00 p.m.

d. The burden of proof of the place and time of delivery is upon the Party giving the Notice; and

e. Digitalized signatures and copies of signatures will have the same effect as original signatures.

10.2 Representatives.

a. Contractor. Contractor's representative (the "Contractor's Representative") authorized to act on Contractor's behalf with respect to the Project, and his or her address for Notice delivery is:

Voucher Ride LLC
c/o Mike Fitzgerald, President/CEO of Personal Assistance, Inc.
Director, Voucher Ride LLC
2747 E. University Drive, #8998
Mesa, Arizona 85214

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

City of Glendale
c/o Kevin Link, Transit Administrator
6210 W. Myrtle Ave, Bldg S
Glendale, Arizona 85301
623-930-3509

With required copy to:

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

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

c. Concurrent Notices.

(1) All notices to City's representative must be given concurrently to City Manager and City Attorney.

(2) A notice will not be deemed to have been received by City's representative until the time that it has also been received by City Manager and City Attorney.

(3) City may appoint one or more designees for the purpose of receiving notice by delivery of a written notice to Contractor identifying the designee(s) and their respective addresses for notices.

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

11. Financing Assignment. City may assign this Agreement to any City-affiliated entity, including a non-profit corporation or other entity whose primary purpose is to own or manage the Project.

12. Entire Agreement; Survival; Counterparts; Signatures.

12.1 Integration. This Agreement contains, except as stated below, the entire agreement between City and Contractor and supersedes all prior conversations and negotiations between the parties regarding the Project or this Agreement.

a. Neither Party has made any representations, warranties or agreements as to any matters concerning the Agreement's subject matter.

b. Representations, statements, conditions, or warranties not contained in this Agreement will not be binding on the parties.

c. The solicitation, any addendums and the response submitted by the Contractor are incorporated into this Agreement as if attached hereto. Any Contractor response modifies the original solicitation as stated. Inconsistencies between the solicitation, any addendums

and the response or any excerpts attached as Exhibit A and this Agreement will be resolved by the terms and conditions stated in this Agreement.

12.2 Interpretation.

a. The parties fairly negotiated the Agreement's provisions to the extent they believed necessary and with the legal representation they deemed appropriate.

b. The parties are of equal bargaining position and this Agreement must be construed equally between the parties without consideration of which of the parties may have drafted this Agreement.

c. The Agreement will be interpreted in accordance with the laws of the State of Arizona.

12.3 Survival. Except as specifically provided otherwise in this Agreement, each warranty, representation, indemnification and hold harmless provision, insurance requirement, and every other right, remedy and responsibility of a Party, will survive completion of the Project, or the earlier termination of this Agreement.

12.4 Amendment. No amendment to this Agreement will be binding unless in writing and executed by the parties. Any amendment may be subject to City Council approval. Electronic signature blocks do not constitute execution.

12.5 Remedies. All rights and remedies provided in this Agreement are cumulative and the exercise of any one or more right or remedy will not affect any other rights or remedies under this Agreement or applicable law.

12.6 Severability. If any provision of this Agreement is voided or found unenforceable, that determination will not affect the validity of the other provisions, and the voided or unenforceable provision will be deemed reformed to conform to applicable law.

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

13. Term. The term of this Agreement commences upon the effective date and continues for a one year initial period. The City may, at its option and with the approval of the Contractor, extend the term of this Agreement an additional four years, renewable on an annual basis. Contractor will be notified in writing by the City of its intent to extend the Agreement period at least 30 calendar days prior to the expiration of the original or any renewal Agreement period. Price adjustments will only be reviewed during the Agreement renewal period. There are no automatic renewals of this Agreement.

14. Dispute Resolution. Each claim, controversy and dispute (each a "Dispute") between Contractor and City will be resolved in accordance with Exhibit C. The final determination will be made by the City.

15. Exhibits. The following exhibits, with reference to the term in which they are first referenced, are incorporated by this reference.

Exhibit A Project

Exhibit B Compensation

Exhibit C Dispute Resolution

(Signatures appear on the following page.)

The parties enter into this Agreement as of the effective date shown above.

City of Glendale,
an Arizona municipal corporation

_____

By: Richard A. Bowers
Its: Acting City Manager

ATTEST:

_____

City Clerk (SEAL)

APPROVED AS TO FORM:

_____

City Attorney

Voucher Ride LLC,
Arizona limited liability company

5/20/15

By: Mike Fitzgerald
Its: President/CEO of Personal Assistance, Inc.,
Director of Voucher Ride LLC

EXHIBIT A

Request for Proposal 15-45

PROJECT

[See attached]

EXHIBIT A – PROJECT/SPECIFICATIONS
Service Agreement
RFP 15-45

1. CONTRACTOR PROVIDED (REQUIRED) SERVICES

Contractor will provide the following services:

1.1 Administer and operate the Project per guidelines set forth in this document.

1.2 Implement and monitor Program as set forth in this document.

1.3 Review customer applications for the medical component and make determinations of eligibility per Program standards.

1.4 Design and print approved vouchers. Voucher designs are subject to approval by the designated City contact.

1.5 Issue vouchers to medical-needs transportation customers.

1.6 Work with the City's Victim Assistance Unit to issue vouchers to provide taxi service to victims of domestic violence.

1.7 Market program to target customer groups for medical transportation needs.

1.8 Respond to customer requests and complaints pertaining to the Program.

1.9 Maintain complete and accurate records of all Project vouchers used under the terms of this Agreement.

1.10 Provide a monthly report that shows the total number of rides provided for the month, on-time performance, passenger miles, and cost incurred by the City. Also provide customer feedback (complaints/comments, etc.), customer satisfaction (as identified in Program Evaluation section), and marketing efforts of the Program.

1.11 Provide an annual report of Program usage and effectiveness per guidelines.

1.12 Attend scheduled meetings with City of Glendale staff to review the Program.

2. QUALIFIED TAXI FIRM REQUIRED SERVICES

2.1 "Qualified Taxi Firm" means any taxi company that is licensed and complies with city, county, or state regulations. At a minimum, the Qualified Taxi Firm must address evidence of the following:

2.1.1 Sufficient numbers of vehicles in use by the taxicab company to provide the service required under the contract.

2.1.2 Sufficient staff to operate the vehicles to provide the service required under the contract.

2.1.3 Approved taxi meter rates for the general public.

2.1.4 Adequate automobile liability insurance in regard to any local, county, state, or federal requirements.

2.2 Contractor must have a qualified tax service provider accomplish the services listed above.

2.2.1 Provide personnel and vehicles needed to satisfy the requirements of the Program.

2.2.2 Respond in a timely and efficient manner to eligible customers for an authorized special needs transportation request.

2.2.3 Upon customer request, pick up the eligible customer within 30 minutes of service request.

2.2.4 Accept vouchers authorized by City as payment for taxi service.

2.2.5 Collect twenty-five percent (25%) of total ride cost from customer for each medical-needs transportation service provided. The City's coast for any trip will not to exceed $15.00. Customer is responsible for any trip cost overrun exceeding the City's $15.00 subsidy.

2.2.6 Require each medical-needs transportation customer to show picture identification to the driver and verify voucher information.

2.2.7 At the end of the taxi ride, drivers shall date the voucher, enter the meter fare, distance of the ride, amount paid by customer on the voucher, sign the voucher, and have the passenger verify and sign the voucher.

2.2.8 *Services are not limited to 2.2.1 through 2.2.8 listed above. Other services may be required.

3. SPECIAL CONSIDERATIONS

The Taxi Voucher Program is an ongoing program. Services are provided on the basis of demand from the Taxi Voucher Program participants.

4. MEDICAL-NEEDS SERVICE - PROGRAM INFORMATION GUIDELINES

4.1 Contractor shall issue applications and receive and review applications from Glendale residents requesting to use the medical-needs transportation service. Contractor shall determine eligibility status based on Program eligibility requirements:

4.1.1 Glendale Resident

4.1.2 Person with a disability requiring repetitive medical therapies such as dialysis, chemotherapy, and some physical therapies which can be classified as a medical-needs service, for example, stroke rehabilitation.

4.1.3 All medical-needs trips shall be limited to service within Glendale City limits (origin and destination within Glendale City limits).

4.1.4 All customers requesting medical-needs service must be medically stable. Medical-needs service shall not be used to provide emergency medical transportation.

4.1.5 Contractor shall provide City with indemnification against any claims related to program eligibility or selection for inclusion within the program.

4.2 Program Subsidy Methodology- The Program will provide a subsidy not to exceed $15.00 per trip for taxi rides. The customer will pay 25% of the fare. The Program will pay 75% of the fare, up to $15.00. The customer will be responsible for any amount over $15.00 subsidy. The Program will also pay an additional 15% gratuity of the actual trip cost, based on the maximum allowed trip cost of $15.00.

4.3 Cost for gratuities paid to taxi company by Contractor which may be up to 15% per ride cost with a maximum trip cost of $15.00 for medical trips and a maximum trip cost of $35.00 for domestic violence assistance rides.

4.4 Trip Limits - The number of trips shall be limited to 30 one-way trips per month per customer. Trips can only be made to and from customer residence and designated treatment facilities. Under normal circumstances, the amount of trips taken per day should not exceed 2.

4.5 Vouchers- Customers must obtain vouchers prior to using the service. Eligible customer's name must be printed on the voucher. Origin and destination must be printed on the voucher for the voucher to be valid. The voucher should be easy to use and read. The voucher shall also clearly waive any and all claims or lawsuits that could be presented to the City, the Contractor, or the taxi company by the customer that are associated in any manner with the customer's medical condition. The customer must request vouchers from Contractor. No more than 30 coupons (one-month's worth) should be issued to a customer at one time, and preferably, only the amount required per month should be issued. Customer must have used at least half of the coupons issued prior to requesting another supply of coupons. Contractor shall print origin and destination, and customer name on the voucher prior to sending to customer. Customer will hand a valid voucher to taxi driver at time of ride (along with their share of trip cost) and provide identification. Taxi driver shall complete legibly required information which includes number of trip miles, total trip cost, amount paid by customer, sign the voucher, and have the passenger verify and sign voucher. All vouchers must be complete and legible. The taxi company shall return completed vouchers to Contractors for reimbursement. Vouchers shall be sent to the City at the end of each month along with an itemized invoice for services. Vouchers shall have no cash value. Vouchers shall have an expiration date of 3 months from date of issue. The date of issue and the expiration date are to be indicated on the voucher.

4.6 Identification of participating taxi companies (if applicable) - Contractor shall identify and provide a current list of participating taxi companies to program customers. Customers can choose which taxi company they prefer to provide the service. Customers will call the taxi company directly for service

4.7 The Contractor must hold semi-annual meetings with all taxi companies (if applicable) to emphasize customer satisfaction and go over any issues that need to be addressed. A sign-in sheet documenting attendance must be provided to the City of Glendale within two weeks of those meetings, along with the meeting minutes.

4.8 The Contractor shall seek out and coordinate with not for profit agencies that relate to and will enhance this service.

5. DOMESTIC VIOLENCE ASSISTANCE SERVICE - PROGRAM INFORMATION GUIDELINES.

5.1 Contractor shall work with the City of Glendale's Victim Assistance Unit to provide this service.

5.2 The Contractor shall be responsible for creating and distributing vouchers (approved by the City) and assuring that the Victim's Assistance Unit has vouchers available as needed. The vouchers must state the cost of the trip will be reimbursed by the Program and the total cost of the trip shall not exceed $35.00. An additional 15% gratuity will apply to these trips up to a maximum trip cost of $35.00. Gratuity cost is not to exceed $5.25. The gratuity will be paid by Contractor when reimbursing the taxi company for rides. The Contractor will include this amount in the invoice when seeking reimbursement from the City.

5.3 The Victim's Assistance Unit caseworker will provide vouchers on a one-time case-by-case basis.

5.4 Contractor shall provide Victim's Assistance caseworkers with a list of current participating taxi providers Customer can decide which taxi company to use and will use the voucher to pay for the trip up to $35.00 maximum.

5.5 The taxi company shall complete the required information, including cost of trip, mileage of trip and date of trip.

5.6 Vouchers used for domestic violence assistance shall be numbered instead of requiring customer names.

5.7 Vouchers shall include spaces for trip information including date of service, number of trip miles, driver signature, date and signature from Victim's Assistance caseworker issuing voucher. Vouchers shall have no cash value.

6. PAYMENT.

6.1 Vouchers must be submitted to the City, either electronically or hard copy, no longer than 90 days after their use or they shall not be eligible for reimbursement.

6.2 Vouchers received after 90 days shall be considered null and void.

6.3 Contractor shall invoice the City monthly for:

6.3.1 Administrative services related to Program broken down into categories

6.3.2 Cost for taxi rides

6.4 Cost for gratuities s paid to the taxi company by contractor may be up to 15% per ride cost -with maximum trip cost of $15.00 for medical l trips and maximum trip cost of $35.00 for domestic violence assistance rides.

6.5 Contractor must submit all invoices used in a month within 90 days of that month's end. For example,vouchers used for trips taken in January must be submitted to the City of Glendale by the last day in March. The Contractor shall engage in best efforts to submit all vouchers used in June by July 10. The Contractor shall also keep copies of vouchers for at least one year after use.

6.6 Used vouchers shall be returned to City as verification of rides provided.

6.7 Vouchers must include all completed information.

7. OPTIONAL EXPANDED PROGRAM.

At any time the City may choose to expand or cease expansion of the taxi voucher program to allow for trips beyond the City's borders.A thirty-day (30) notice will be given if the City will expand/cease the expansion. The expanded program shall meet all the specifications of the normal program, except with the following changes:

7.1 All residents requesting transportation outside of Glendale must be approved by the City.

7.2 The City must approve any trips outside the City.

7.3 Program Subsidy Methodology - the Program will provide a subsidy not to exceed $15.00 (plus tip-see below) per trip for taxi rides. Any additional trip cost will be paid by the customer. The Program will also pay an additional 15% gratuity of the actual trip cost, capped at a $15.00 trip cost, or a maximum tip of $2.2.

7.4 If applicable/necessary, the Contractor must seek qualified taxi firms to participate in the program. The Contractor ensures taxi firms are to collect 25% of the trip charge from the customer for each trip plus any amount over a$15.00 subsidy. Customer is responsible for any trip cost overrun exceeding the $15.00 city subsidy.

7.5 The Contractor shall invoice the City monthly for the Costs for taxi rides and gratuities paid to Taxi Company by Contractor at up to 15% per ride cost, capped at a $15.00 per trip cost. Used vouchers shall be returned to City as verification of rides provided . Vouchers must include all completed information.

7.6 Customers must obtain vouchers prior to using the service, and a 72 hour notice is required.

7.7 Vouchers - Eligible customer's name must be printed on voucher. Origin and destination must be printed on voucher to be valid. Voucher shall read that the passenger shall pay 25% of the trip charge, plus any costs that exceed the City's $15.00 cap. All other elements of the voucher will remain the same pursuant to 1.7.5

8. PROGRAM EVALUATION.

8.1 Contractor shall provide monthly statistics indicating number of rides provided for each Program component broken down by Weekday, Saturday, and Sunday/Holiday. A list of all holidays for that year will be submitted to the Contractor prior to the new fiscal year.

8.2 Contractor shall obtain customer feedback and provide quarterly evaluations of Program focusing on customer satisfaction including:

8.2.2 On-time performance.

8.2.3 Driver courtesy.

8.2.4 Vehicle condition.

8.2.5 Customer perceived value of Program.

8.2.6 Overall level of service.

8.2.7 Overall satisfaction with service.

8.2.8 Customer access to other forms of transportation options.

8.2.9 Marketing effort awareness.

8.3 Contractor shall provide quarterly evaluation reports within the Program to determine if Program participants prefer taxi or Dial-A-Ride, and why.

8.4 Contractor shall provide a report at the end of the initial contract period evaluating overall Program effectiveness based on items listed in 1.11.2 and recommending changes to improve the Program.

9. PROGRAM AUDIT AND INSPECTION OF RECORDS.

9.1 The Contractor shall maintain complete and accurate records with respect to actual time and allowable costs incurred under this Agreement.

9.2 All such records shall be maintained on a generally accepted accounting basis and shall be clearly identified.

9.3 The Contractor shall provide reasonable access to the representatives of City or its designees, including representatives of the applicable government agencies if this Agreement is funded in whole or in part with state or federal funds, to such books and records and any other books, documents, papers or records of the Contractor that are related to this Agreement

9.4 City of Glendale, the State, the State Auditor, FHWA, FTA, or any duly authorized representative of the Federal government having jurisdiction under Federal laws or regulations shall have the right to examine and audit such books and records and to make transcripts or copies from them as necessary.

9.5 Contractor shall allow inspection of all work data, documents, proceedings, and activities related to this Agreement for a period of five (5) years from the date of final payment under this Agreement.

9.6 If requested, Contractor shall provide copies of financial records/balance sheets to monitor financial stability.

9.7 This Article must be included in any subcontract entered into as a result of this Agreement.

10. PROGRAM PAYMENT.

10.1 Subject to the other provisions of the document, the Contractor shall be reimbursed for its reasonable costs in performing the services contained in these specifications provided,however, total costs will not exceed $125,000 for the initial contract period of this Agreement.

10.2 To receive payment, Contractor shall present to the City an accurate and properly itemized invoice.

10.3 Invoices shall be presented monthly and include used vouchers as verification of taxi service provided.

10.4 The City is shall not liable for any purchases or contracts entered into by the Contractor in anticipation of receiving payments under this Agreement.

End of EXHIBIT A

EXHIBIT B

Request for Proposal 15-45

COMPENSATION

METHOD AND AMOUNT OF COMPENSATION

By bid, based upon time and materials as set forth in Solicitation 15-45.

NOT-TO-EXCEED AMOUNT

The total amount of compensation paid to Contractor for full completion of all work required by the Project during the entire term of the Project must not exceed $125,000 per year.

DETAILED PROJECT COMPENSATION

N/A

EXHIBIT C

Request for Proposal 15-45

DISPUTE RESOLUTION

1. Disputes.

1.1 Commitment. The parties commit to resolving all disputes promptly, equitably, and in a good-faith, cost-effective manner.

1.2 Application. The provisions of this Exhibit will be used by the parties to resolve all controversies, claims, or disputes ("Dispute") arising out of or related to this Agreement-including Disputes regarding any alleged breaches of this Agreement.

1.3 Initiation. A party may initiate a Dispute by delivery of written notice of the Dispute, including the specifics of the Dispute, to the Representative of the other party as required in this Agreement.

1.4 Informal Resolution. When a Dispute notice is given, the parties will designate a member of their senior management who will be authorized to expeditiously resolve the Dispute.

a. The parties will provide each other with reasonable access during normal business hours to any and all non-privileged records, information and data pertaining to any Dispute in order to assist in resolving the Dispute as expeditiously and cost effectively as possible;

b. The parties' senior managers will meet within 10 business days to discuss and attempt to resolve the Dispute promptly, equitably, and in a good faith manner, and

c. The Senior Managers will agree to subsequent meetings if both parties agree that further meetings are necessary to reach a resolution of the Dispute.

2. Arbitration.

2.1 Rules. If the parties are unable to resolve the Dispute by negotiation within 30 days from the Dispute notice, and unless otherwise informal discussions are extended by the mutual agreement, the parties may agree, in writing, that the Dispute will be decided by binding arbitration in accordance with Commercial Rules of the AAA, as amended herein. Although the arbitration will be conducted in accordance with AAA Rules, it will not be administered by the AAA, but will be heard independently.

a. The parties will exercise best efforts to select an arbitrator within 5 business days after agreement for arbitration. If the parties have not agreed upon an arbitrator within this period, the parties will submit the selection of the arbitrator to one of the principals of the mediation firm of Scott & Skelly, LLC, who will then select the arbitrator. The parties will equally share the fees and costs incurred in the selection of the arbitrator.

b. The arbitrator selected must be an attorney with at least 10 years experience, be independent, impartial, and not have engaged in any business for or adverse to either Party for at least 10 years.

2.2 Discovery. The extent and the time set for discovery will be as determined by the arbitrator. Each Party must, however, within ten (10) days of selection of an arbitrator deliver to the other Party copies of all documents in the delivering party's possession that are relevant to the dispute.

2.3 Hearing. The arbitration hearing will be held within 90 days of the appointment of the arbitrator. The arbitration hearing, all proceedings, and all discovery will be conducted in Glendale, Arizona unless otherwise agreed by the parties or required as a result of witness location. Telephonic hearings and other reasonable arrangements may be used to minimize costs.

2.4 Award. At the arbitration hearing, each Party will submit its position to the arbitrator, evidence to support that position, and the exact award sought in this matter with specificity. The arbitrator must select the award sought by one of the parties as the final judgment and may not independently alter or modify the awards sought by the parties, fashion any remedy, or make any equitable order. The arbitrator has no authority to consider or award punitive damages.

2.5 Final Decision. The Arbitrator's decision should be rendered within 15 days after the arbitration hearing is concluded. This decision will be final and binding on the Parties.

2.6 Costs. The prevailing party may enter the arbitration in any court having jurisdiction in order to convert it to a judgment. The non-prevailing party shall pay all of the prevailing party's arbitration costs and expenses, including reasonable attorney's fees and costs.

3. **Services to Continue Pending Dispute.** Unless otherwise agreed to in writing, Contractor must continue to perform and maintain progress of required services during any Dispute resolution or arbitration proceedings, and City will continue to make payment to Contractor in accordance with this Agreement.

4. **Exceptions.**

4.1 Third Party Claims. City and Contractor are not required to arbitrate any third-party claim, cross-claim, counter claim, or other claim or defense of a third-party who is not obligated by contract to arbitrate disputes with City and Contractor.

4.2 Liens. City or Contractor may commence and prosecute a civil action to contest a lien or stop notice, or enforce any lien or stop notice, but only to the extent the lien or stop notice the Party seeks to enforce is enforceable under Arizona Law, including, without limitation, an action under A.R.S. § 33-420, without the necessity of initiating or exhausting the procedures of this Exhibit.

4.3 Governmental Actions. This Exhibit does not apply to, and must not be construed to require arbitration of, any claims, actions or other process filed or issued by City of Glendale Building Safety Department or any other agency of City acting in its governmental permitting or other regulatory capacity.

File #: 15-406, **Version:** 1

AUTHORIZATION TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH COFFMAN ASSOCIATES, INC., FOR THE AIRPORT LAYOUT PLAN UPDATE AND NARRATIVE REPORT
Staff Contact: Jack Friedline, Director, Public Works

Purpose and Recommended Action

This is a request for City Council to authorize the Acting City Manager to enter into a professional services agreement with Coffman Associates, Inc., for the Airport Layout Plan (ALP) Update and Narrative Report in an amount not to exceed $125,000.

Background

The Glendale Municipal Airport Master Plan provides guidelines for the Airport's overall development, maintenance and operation. The current Glendale Municipal Airport Master Plan was approved by Council in 2009. The ALP is one key element of the Master Plan that is a prerequisite for federal grant funding and requires formal approval by the Federal Aviation Administration (FAA).

A proposed ALP was submitted to the FAA in 2009 during the Master Plan process. The ALP was not approved at that time because the FAA did not agree with the ultimate runway data; therefore, the Airport continues to use the 1998 Master Plan ALP. The FAA and the Arizona Department of Transportation (ADOT) recently approved the ALP update in the Airport's five-year capital funding program, and the ADOT grant offer was approved by Council.

Analysis

A Request for Proposals for the ALP and Narrative Report was advertised in February 2015. Two consulting firms submitted proposals that were evaluated by a selection committee formed by Engineering and the Airport Administrator. Coffman Associates, Inc. was selected by the committee as the best qualified firm. The scope of work and the fee proposal submitted by Coffman Associates, Inc. are appropriate for the project.

Previous Related Council Action

On April 28, 2015, City Council approved the ADOT grant for the ALP Update and Narrative Report.

On May 12, 2009, City Council approved the Airport Master Plan Update.

Community Benefit/Public Involvement

The Airport plays a role in meeting the demand for aviation services in the West Valley and serves as a general aviation reliever airport for Phoenix Sky Harbor International Airport. The ALP and Narrative Update will ensure accurate information for federal and state grant funding and future Airport development. The Airport Administrator provides updates on this and other projects to the Aviation Advisory Commission during their monthly meetings. The Airport Master Plan and other information about the Airport can be found by visiting <http://www.glendaleaz.com/airport/>.

Budget and Financial Impacts

The total cost of this project is estimated at $125,000. An ADOT grant will pay for $112,500, and the required 10 percent city match will cover the remaining $12,500. These funds are available in the Fiscal Year 15-16 Capital Improvement Plan.

Cost	Fund-Department-Account
$112,500	**2120-79523-518200, Airport Layout Plan Narrative**
$12,500	**2210-65078-550800, Airport Matching Funds**

Capital Expense? Yes

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

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C-

PROFESSIONAL SERVICES AGREEMENT
AIRPORT LAYOUT PLAN (ALP) UPDATE
AND NARRATIVE REPORT
FOR
GLENDALE MUNICIPAL AIRPORT
PROJECT NO. 141520

This Professional Services Agreement ("Agreement") is entered into and effective between CITY OF GLENDALE, an Arizona municipal corporation ("City") and Coffman Associates, Inc., a Missouri corporation, authorized to do business in the State of Arizona,("Consultant") as of the _____ day of _____, 2015 ("Effective Date").

RECITALS

A. City intends to undertake a project for the benefit of the public and with public funds that is more fully set forth in **Exhibit A**, Project (the "Project");

B. City desires to retain the professional services of Consultant to perform certain specific duties and produce the specific work as set forth in the attached **Exhibit B**, Project Scope of Work ("Scope");

C. Consultant desires to provide City with professional services ("Services") consistent with best consulting or architectural practices and the standards set forth in this Agreement, in order to complete the Project; and

D. City and Consultant desire to memorialize their agreement with this document.

AGREEMENT

The parties hereby agree as follows:

1. Key Personnel; Other Consultants and Subcontractors.

1.1 Professional Services. Consultant will provide all Services necessary to assure the Project is completed timely and efficiently consistent within Project requirements, including, but not limited to, working in close interaction and interfacing with City and its designated employees, and working closely with others, including other consultants or contractors, retained by City.

1.2 Project Team.

a. Project Manager.

(1) Consultant will designate an employee as Project Manager with sufficient training, knowledge, and experience to, in the City's opinion, complete the project and handle all aspects of the Project such that the work produced by Consultant is consistent with applicable standards as detailed in this Agreement; and

(2) The City must approve the designated Project Manager.

b. Project Team.

(1) The Project Manager and all other employees assigned to the Project by Consultant will comprise the "Project Team."

(2) Project Manager will have responsibility for and will supervise all other employees assigned to the Project by Consultant.

c. Discharge, Reassign, Replacement.

(1) Consultant acknowledges the Project Team is comprised of the same persons and roles for each as may have been identified in **Exhibit A**.

(2) Consultant will not discharge, reassign, replace or diminish the responsibilities of any of the employees assigned to the Project who have been approved by City without City's prior written consent unless that person leaves the employment of Consultant, in which event the substitute must first be approved in writing by City.

(3) Consultant will change any of the members of the Project Team at the City's request if an employee's performance does not equal or exceed the level of competence that the City may reasonably expect of a person performing those duties, or if the acts or omissions of that person are detrimental to the development of the Project.

d. Subcontractors.

(1) Consultant may engage specific technical contractors (each a "Subcontractor") to furnish certain service functions.

(2) Consultant will remain fully responsible for Subcontractor's services.

(3) Subcontractors must be approved by the City.

(4) Consultant will certify by letter that all contracts with Subcontractors have been executed incorporating requirements and standards as set forth in this Agreement.

2. **Schedule.** The Services will be undertaken in a manner that ensures the Project is completed timely and efficiently in accordance with the Project.

3. **Consultant's Work.**

3.1 Standard. Consultant must perform Services in accordance with the standards of due diligence, care, and quality prevailing among consultants having substantial experience with the successful furnishing of Services for projects that are equivalent in size, scope, quality, and other criteria under the Project and identified in this Agreement.

3.2 Licensing. Consultant warrants that:

a. Consultant and its Subconsultants or Subcontractors will hold all appropriate and required licenses, registrations and other approvals necessary for the lawful furnishing of Services ("Approvals"); and

b. Neither Consultant nor any Subconsultant or Subcontractor has been debarred or otherwise legally excluded from contracting with any federal, state, or local governmental entity ("Debarment").

(1) City is under no obligation to ascertain or confirm the existence or issuance of any Approvals or Debarments, or to examine Consultant's contracting ability.

(2) Consultant must notify City immediately if any Approvals or Debarment changes during the Agreement's duration. The failure of the Consultant to notify City as required will constitute a material default under the Agreement.

3.3 Compliance. Services will be furnished in compliance with applicable federal, state, county and local statutes, rules, regulations, ordinances, building codes, life safety codes, and other standards and criteria designated by City.

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

3.4 Coordination; Interaction.

a. For projects that the City believes requires the coordination of various professional services, Consultant will work in close consultation with City to proactively interact with any other professionals retained by City on the Project ("Coordinating Project Professionals").

b. Consultant will meet to review the Project, Schedule and in-progress work with Coordinating Project Professionals and City as often and for durations as City reasonably considers necessary in order to ensure the timely work delivery and Project completion.

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

3.5 Work Product.

a. Ownership. Upon receipt of payment for Services furnished, Consultant grants to City, and will cause its Subconsultants or Subcontractors to grant to the City, the exclusive ownership of and all copyrights, if any, to evaluations, reports, drawings, specifications, project manuals, surveys, estimates, reviews, minutes, all "architectural work" as defined in the United States Copyright Act, 17 U.S.C § 101, *et seq.*, and other intellectual work product as may be applicable ("Work Product").

(1) This grant is effective whether the Work Product is on paper (e.g., a "hard copy"), in electronic format, or in some other form.

(2) Consultant warrants, and agrees to indemnify, hold harmless and defend City for, from and against any claim that any Work Product infringes on third-party proprietary interests.

b. Delivery. Consultant will deliver to City copies of the preliminary and completed Work Product promptly as they are prepared.

c. City Use.

(1) City may reuse the Work Product at its sole discretion.

(2) In the event the Work Product is used for another project without further consultations with Consultant, the City agrees to indemnify and hold Consultant harmless from any claim arising out of the Work Product.

(3) In such case, City will also remove any seal and title block from the Work Product.

4. Compensation for the Project.

4.1 Compensation. Consultant's compensation for the Project, including those furnished by its Subconsultants or Subcontractors will not exceed $125,000.00 as specifically detailed in **Exhibit D** ("Compensation").

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

a. Adjustments to Compensation require a written amendment to this Agreement and may require City Council approval.

b. Additional services which are outside the Scope of the Project contained in this Agreement may not be performed by the Consultant without prior written authorization from the City.

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

4.3 Allowances. An "Allowance" may be identified in **Exhibit D** only for work that is required by the Scope and the value of which cannot reasonably be quantified at the time of this Agreement.

a. As stated in Sec. 4.1 above, the Compensation must incorporate all Allowance amounts identified in **Exhibit D** and any unused allowance at the completion of the Project will remain with City.

b. Consultant may not add any mark-up for work identified as an Allowance and which is to be performed by a Subconsultant.

c. Consultant will not use any portion of an Allowance without prior written authorization from the City.

d. Examples of Allowance items include, but are not limited to, subsurface pothole investigations, survey, geotechnical investigations, public participation, radio path studies and material testing.

4.4 Expenses. City will reimburse Consultant for certain out-of-pocket expenses necessarily incurred by Consultant in connection with this Agreement, without mark-up (the "Reimbursable Expenses"), including, but not limited to, document reproduction, materials for book preparation, postage, courier and overnight delivery costs incurred with Federal Express or similar carriers, travel and car mileage, subject to the following:

a. Mileage, airfare, lodging and other travel expenses will be reimbursable only to the extent these would, if incurred, be reimbursed to City of Glendale personnel under its policies and procedures for business travel expense reimbursement made available to Consultant for review prior to the Agreement's execution, and which policies and procedures will be furnished to Consultant;

b. The Reimbursable Expenses in this section are approved in advance by City in writing; and

c. The total of all Reimbursable Expenses paid to Consultant in connection with this Agreement will not exceed the "not to exceed" amount identified for Reimbursable Services in the Compensation.

5. Billings and Payment.

5.1 Applications.

a. Consultant will submit monthly invoices (each, a "Payment Application") to City's Project Manager and City will remit payments based upon the Payment Application as stated below.

b. The period covered by each Payment Application will be one calendar month ending on the last day of the month.

5.2 Payment.

a. After a full and complete Payment Application is received, City will process and remit payment within 30 days.

b. Payment may be subject to or conditioned upon City's receipt of:

(1) Completed work generated by Consultant and its Subconsultants and Subcontractors; and

(2) Unconditional waivers and releases on final payment from all Subconsultants and Subcontractors as City may reasonably request to assure the Project will be free of claims arising from required performances under this Agreement.

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

a. If the Payment Application is rejected, the Project Manager will issue a written listing of the items not approved for payment.

b. City may withhold an amount sufficient to pay expenses that City reasonably expects to incur in correcting the deficiency or deficiencies rejected for payment.

6. Termination.

6.1 For Convenience. City may terminate this Agreement for convenience, without cause, by delivering a written termination notice stating the effective termination date, which may not be less than 15 days following the date of delivery.

a. Consultant will be equitably compensated for Services furnished prior to receipt of the termination notice and for reasonable costs incurred.

b. Consultant will also be similarly compensated for any approved effort expended, and approved costs incurred, that are directly associated with Project closeout and delivery of the required items to the City.

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

a. Consultant will not be entitled to further payment until after City has determined its damages. If City's damages resulting from the breach, as determined by City, are less than the equitable amount due but not paid Consultant for Services furnished, City will pay the amount due to Consultant, less City's damages, in accordance with the provision of Sec. 5.

b. If City's direct damages exceed amounts otherwise due to Consultant, Consultant must pay the difference to City immediately upon demand; however, Consultant will not be subject to consequential damages more than $1,000,000 or the amount of this Agreement, whichever is greater.

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

8. Insurance. For the duration of the term of this Agreement, Contractor shall procure and maintain insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of all tasks or work necessary to complete the Project as herein defined. Such insurance shall cover Contractor, its agent(s), representative(s), employee(s) and any subcontractors.

8.1 **Minimum Scope and Limit of Insurance.** Coverage must be at least as broad as:

a. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01, including products and completed operations, with limits of no less than **$1,000,000** per occurrence for bodily injury, personal injury, and property damage. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

b. Automobile Liability: Insurance Services Office Form Number CA 0001 covering Code 1 (any auto), with limits no less than **$1,000,000** per accident for bodily injury and property damage.

c. Worker's Compensation: Insurance as required by the State of Arizona, with Statutory Limits, and Employers' Liability insurance with a limit of no less than **$1,000,000** per accident for bodily injury or disease.

8.2 **Other Insurance Provisions.** The insurance policies required by the Section above must contain, or be endorsed to contain the following insurance provisions:

a. **The City, its officers, officials, employees and volunteers are to be covered as additional insureds** of the CGL and automobile policies for any liability arising from or in connection with the performance of all tasks or work necessary to complete the Project as herein defined. Such liability may arise, but is not limited to, liability for materials, parts or equipment furnished in connection with any tasks, or work performed by Contractor or on its behalf and for liability arising from automobiles owned, leased, hired or borrowed on behalf of the Contractor. General liability coverage can be provided in the form of an endorsement to the Contractor's existing insurance policies, provided such endorsement is at least as broad as ISO Form CG 20 10, 11 85 or both CG 20 10 and CG 23 37, if later revisions are used.

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

c. Each insurance policy required by this Section shall provide that coverage shall not be canceled, except after providing notice to the City.

8.3 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of no less than A: VII, unless the Contractor has obtained prior approval from the City stating that a non-conforming insurer is acceptable to the City.

8.4 Waiver of Subrogation. **Contractor hereby agrees to waive its rights of subrogation which any insurer may acquire** from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation. The Workers' Compensation Policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Contractor, its employees, agent(s) and subcontractor(s).

8.5 Verification of Coverage. Within 15 days of the Effective Date of this Agreement, Contractor shall furnish the City with original certificates and amendatory endorsements, or copies of any applicable insurance language making the coverage required by this Agreement effective. All certificates and endorsements must be received and approved by the City before work commences. Failure to obtain, submit or secure the City's approval of the required insurance policies, certificates or endorsements prior to the City's agreement that work may commence shall not waive the Contractor's obligations to obtain and verify insurance coverage as otherwise provided in this Section. The City reserves the right to require complete, certified copies of all required insurance policies, including any endorsements or amendments, required by this Agreement at any time during the Term stated herein.

Contractor's failure to obtain, submit or secure the City's approval of the required insurance policies, certificates or endorsements shall not be considered a Force Majeure or defense for any failure by the Contractor to comply with the terms and conditions of the Agreement, including any schedule for performance or completion of the Project.

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

8.7 Special Risk or Circumstances. The City reserves the right to modify these insurance requirements, including any limits of coverage, based on the nature of the risk, prior experience, insurer, coverage or other circumstances unique to the Contractor, the Project or the insurer.

9. Immigration Law Compliance.

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

9.2 Any breach of warranty under this section is considered a material breach of this Agreement and is subject to penalties up to and including termination of this Agreement.

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

9.4 City may conduct random inspections, and upon request of City, Consultant will provide copies of papers and records of Consultant demonstrating continued compliance with the warranty under this section. Consultant agrees to keep papers and records available for inspection by the City during normal business hours and will cooperate with City in exercise of its statutory duties and not deny access to its business premises or applicable papers or records for the purposes of enforcement of this section.

9.5 Consultant agrees to incorporate into any subcontracts under this Agreement the same obligations imposed upon Consultant and expressly accrue those obligations directly to the benefit of the City. Consultant also agrees to require any Subconsultant or Subcontractor to incorporate into each of its own subcontracts under this Agreement the same obligations above and expressly accrue those obligations to the benefit of the City.

9.6 Consultant's warranty and obligations under this section to the City is continuing throughout the term of this Agreement or until such time as the City determines, in its sole discretion, that Arizona law has been modified in that compliance with this section is no longer a requirement.

9.7 The "E-Verify Program" above means the employment verification program administered by the United States Department of Homeland Security, the Social Security Administration, or any successor program.

10. Notices.

10.1 A notice, request or other communication that is required or permitted under this Agreement (each a "Notice") will be effective only if:

a. The Notice is in writing; and

b. Delivered in person or by overnight courier service (delivery charges prepaid), certified or registered mail (return receipt requested).

c. Notice will be deemed to have been delivered to the person to whom it is addressed as of the date of receipt, if:

(1) Received on a business day before 5:00 p.m. at the address for Notices identified for the Party in this Agreement by U.S. Mail, hand delivery, or overnight courier service; or

(2) As of the next business day after receipt, if received after 5:00 p.m.

d. The burden of proof of the place and time of delivery is upon the Party giving the Notice.

e. Digitalized signatures and copies of signatures will have the same effect as original signatures.

10.2 Representatives.

a. Consultant. Consultant's representative (the "Consultant's Representative") authorized to act on Consultant's behalf with respect to the Project, and his or her address for Notice delivery is:

Coffman Associates, Inc.
4835 E. Cactus Road, Suite #235
Scottsdale, AZ 85254
Attn: James M. Harris, President

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

City of Glendale
c/o Bill Passmore, P.E.
Principal Engineer
5850 West Glendale Avenue
Glendale, Arizona 85301

With required copy to:

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

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

c. Concurrent Notices.

(1) All notices to City's representative must be given concurrently to City Manager and City Attorney.

(2) A notice will not be deemed to have been received by City's representative until the time that it has also been received by the City Manager and the City Attorney.

(3) City may appoint one or more designees for the purpose of receiving notice by delivery of a written notice to Consultant identifying the designee(s) and their respective addresses for notices.

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

11. **Financing Assignment.** City may assign this Agreement to any City-affiliated entity, including a non-profit corporation or other entity whose primary purpose is to own or manage the Project.

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

12.1 Integration. This Agreement contains, except as stated below, the entire agreement between City and Consultant and supersedes all prior conversations and negotiations between the parties regarding the Project or this Agreement.

a. Neither Party has made any representations, warranties or agreements as to any matters concerning the Agreement's subject matter.

b. Representations, statements, conditions, or warranties not contained in this Agreement will not be binding on the parties.

c. Inconsistencies between the solicitation, any addenda attached to the solicitation, the response or any excerpts attached as **Exhibit A**, and this Agreement, will be resolved by the terms and conditions stated in this Agreement.

12.2 Interpretation.

a. The parties fairly negotiated the Agreement's provisions to the extent they believed necessary and with the legal representation they deemed appropriate.

b. The parties are of equal bargaining position and this Agreement must be construed equally between the parties without consideration of which of the parties may have drafted this Agreement.

c. The Agreement will be interpreted in accordance with the laws of the State of Arizona.

12.3 Survival. Except as specifically provided otherwise in this Agreement, each warranty, representation, indemnification and hold harmless provision, insurance requirement, and every

other right, remedy and responsibility of a Party, will survive completion of the Project, or the earlier termination of this Agreement.

12.4 Amendment. No amendment to this Agreement will be binding unless in writing and executed by the parties. Electronic signature blocks do not constitute execution for purposes of this Agreement. Any amendment may be subject to City Council approval.

12.5 Remedies. All rights and remedies provided in this Agreement are cumulative and the exercise of any one or more right or remedy will not affect any other rights or remedies under this Agreement or applicable law.

12.6 Severability. If any provision of this Agreement is voided or found unenforceable, that determination will not affect the validity of the other provisions, and the voided or unenforceable provision will be reformed to conform with applicable law.

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

13. Term. The term of this Agreement commences upon the Effective Date and continues for a one (1)-year initial period. The City may, at its option and with the approval of the Consultant, extend the term of this Agreement an additional one (1) year. Consultant will be notified in writing by the City of its intent to extend the Agreement period at least 30 calendar days prior to the expiration of the original or any renewal Agreement period. There are no automatic renewals of this Agreement.

14. Dispute Resolution. Each claim, controversy and dispute (each a "Dispute") between Consultant and City will be resolved in accordance with **Exhibit E**. The final determination will be made by the City.

15. Exhibits. The following exhibits, with reference to the term in which they are first referenced, are incorporated by this reference.

Exhibit A	Project
Exhibit B	Scope of Work
Exhibit C	Schedule
Exhibit D	Compensation
Exhibit E	Dispute Resolution

(Signatures appear on the following page.)

The parties enter into this Agreement effective as of the date shown above.

City of Glendale,
an Arizona municipal corporation

By: Richard A. Bowers
Its: Acting City Manager

ATTEST:

Pamela Hanna (SEAL)
City Clerk

APPROVED AS TO FORM:

Michael D. Bailey
City Attorney

Coffman Associates, Inc.,
a Missouri Corporation authorized to do business in Arizona

By: James M. Harris
Its: President

EXHIBIT A
Professional Services Agreement

PROJECT

(Cover Page)

EXHIBIT A
Professional Services Agreement

PROJECT

AIRPORT LAYOUT PLAN (ALP) UPDATE AND NARRATIVE REPORT FOR GLENDALE MUNICIPAL AIRPORT GLENDALE, ARIZONA PROJECT NO. 141520 (ADOT GRANT #E5S3F)

The objective of this effort is to update the Glendale Municipal Airport, Airport Layout Plan (ALP) drawing set (ALP) and provide a narrative report (Narrative Report) supporting the proposed changes and/or revisions to the ALP drawing set. The narrative report will focus on the facility changes and development direction of the airport that has occurred since the preparation of the previous Airport Layout Plan and the 2009 Airport Master Plan.

The ALP Narrative Report will include the identification of existing and future design standards, future facility needs, and capital improvement scheduling and costs. The ALP Narrative Report and the updated ALP drawing set will also reflect new policies and development direction provided by the City of Glendale.

The Consultant (Coffman Associates) will prepare the Narrative Report, including the ALP update, in accordance with Federal Aviation Administration (FAA) requirements, including Advisory Circular (AC) 150/5070-6B, *Airport Master Plans* (as amended), AC 150/5300-13A, *Airport Design* (as amended), and guidelines for the preparation of an airport layout plan as defined by the FAA Airports ARP SOP 2.00 *Standard Procedure for FAA Review and Approval of Airport Layout Plans (October 1, 2013).*

EXHIBIT B
Professional Services Agreement

SCOPE OF WORK

(Cover Page)

EXHIBIT B
Professional Services Agreement

SCOPE OF WORK

AIRPORT LAYOUT PLAN (ALP) UPDATE AND NARRATIVE REPORT FOR GLENDALE MUNICIPAL AIRPORT GLENDALE, ARIZONA PROJECT NO. 141520 (ADOT GRANT #E5S3F)

INTRODUCTION

The objective of this effort is to update the Glendale Municipal Airport, Airport Layout Plan (ALP) drawing set (ALP) and provide a narrative report (Narrative Report) supporting the proposed changes and/or revisions to the ALP drawing set. The narrative report will focus on the facility changes and development direction of the airport that has occurred since the preparation of the previous Airport Layout Plan and the 2009 Airport Master Plan.

The ALP Narrative Report will include the identification of existing and future design standards, future facility needs, and capital improvement scheduling and costs. The ALP Narrative Report and the updated ALP drawing set will also reflect new policies and development direction provided by the City of Glendale.

The Consultant (Coffman Associates) will prepare the Narrative Report, including the ALP update, in accordance with Federal Aviation Administration (FAA) requirements, including Advisory Circular (AC) 150/5070-6B, Airport Master Plans (as amended), AC 150/5300-13A, Airport Design (as amended), and guidelines for the preparation of an airport layout plan as defined by the FAA Airports ARP SOP 2.00 Standard Procedure for FAA Review and Approval of Airport Layout Plans (October 1, 2013).

ELEMENT 1.0 - NARRATIVE REPORT

Task 1.1 -Inventory Airport Physical Facilities

Description: Perform complete inventory of physical facilities and land uses which presently exist within the boundaries of the airport. The inventory will include an examination of plans and documents as well as a thorough on-site inspection of each physical facility to determine its type, size, and use with specific emphasis on facilities that have changed since the preparation of the previous Airport Layout Plan. The work effort will make maximum use of existing information

available in the Airport and City offices. The following relevant areas are included as a minimum:

Airfield: Record of pavement strengths and conditions (all runways, taxiways, and aprons); lighting and NAVAID systems.

Terminal Complex: Cursory overview of functional areas in the terminal building with square footage allocations to tenants.

FBO/GA Services Complex: Square footage of structures and use; fuel storage capacity (by fuel grade) and location of tanks.

Ancillary Facilities: Other businesses on airport (define type of business and building size); and maintenance facilities and description of equipment.

Task 1.2 -Evaluate Existing Documents

Description: Evaluate in detail existing documents and previous planning efforts for their adaptability or use in developing the Narrative Report. These documents will include previous airport studies, area development plans, local and regional aviation forecasts and planning, comprehensive land use plans, and such other documentation as available. Consultant shall obtain and review previous construction as-built drawings, obstruction surveys, and other available plans, drawings, specifications, etc. applicable to the airport.

Task 1.3 – New Color Aerial Photograph for Airport Layout Plan Base Mapping

Description: The Consultant will obtain a new digital electronic color aerial photograph of the Airport and its environs. The photograph will provide specific information for the development of the ALP, such as detail of existing features and recent construction. The aerial photograph of the airport will include existing and potential future airport property, as well as the inner approach surface and departure surface areas. The digital color aerial photography will be used for base mapping and exhibits.

Task 1.4 -Inventory Air Traffic Activity

Description: Air traffic activity data for the airport will be assembled and organized from various sources. Relevant data on general aviation (private and corporate), air taxi, and military activity will be collected. Data will be obtained from the City of Glendale, the FAA Regional/District Office, ADOT MPD – Aeronautics Group, and Fixed Base Operators. The assembled data will include, as available:

a) Historical operations, including local (touch and go) and itinerant operational splits.
b) Based aircraft by type, as available.
c) Estimated use (by percentage) of each runway.

Task 1.5 -Inventory Socioeconomic Data

Description: Obtain available statistical data on historical and forecast socioeconomic factors for the Glendale Municipal Airport service area. These factors will include, at a minimum, employment, income, and population, with emphasis placed upon the identification of specific socioeconomic characteristics of the developed areas in the local environs, as well as trends that have been established for future development and habitation.

Task 1.6 -Review Regional Aviation and Socioeconomic Forecasts

Description: Review and analyze current local and regional socioeconomic forecasts obtained in the inventory element. Similarly, review the forecasts and assumptions of the aviation forecasts prepared by Arizona Department of Transportation -Aeronautics Group (ADOT) for the Arizona Aviation System Plan, and by FAA for its Terminal Area Forecasts. The forecasts prepared for the 2009 Master Plan will also be reviewed and analyzed.

Task 1.7 – Prepare Aviation Demand Forecasts

Description: Develop aviation demand forecasts using both simple and more complex methodologies, taking into consideration forecasts from other sources such as the FAA. Historical aviation activity statistics for the airport will be organized to evaluate airport peaking characteristics and fleet mix ratios. The methodology used in this analysis will involve a variety of techniques that will factor in national transportation statistics, local socioeconomic factors as well as the independent airport data. Correlation analysis techniques will include relatively simple graphical comparisons, as well as more complex regression analysis. Within the forecast chapter, the Consultant will provide a discussion and analysis of the methodologies which are chosen for use in this study and how they have been applied. A final refinement of activity forecasts will be conducted to integrate the effects of changing technology and will result in estimates of aviation demand for the short term (5 Years), intermediate term (10 Years), and long term (20 Years), which will be presented as follows:

a) General Aviation based aircraft totals and mix
b) General Aviation annual operations by type (local, itinerant)
c) Annual instrument approaches (AIA's)
d) Operational Mix By Type and Airport Reference Code
e) Critical Design Aircraft

Task 1.8 – Establish and/or Validate Airport Physical Planning Criteria

Description: Identify physical facility planning criteria for use in assessing the adequacy of various airport facilities to meet demands. These criteria shall be based upon the latest FAA requirements and standards as they apply to the level of activity identified, new technology, and role of the airport. These criteria shall include dimensional standards for safety including runway length, runway separation, height restrictions, etc. In addition, these criteria shall include requirements to maintain airspace/air traffic control including approach and runway protection zones, safety areas, and other general physical area requirements such as apron,

terminal/operations, access circulation and parking, hangar and services, administrative, ARFF, and other airport service and support facilities.

Task 1.9 -Prepare Airfield Facility Requirements

Description: Determine and prepare a list of facility requirements needed to meet demands for the airport for existing, short term, intermediate term, and long term time frames. These facility requirements will be used in the later comparative evaluations and will be based upon the airport physical planning criteria, airport forecasts, and the FAA's Terminal Area Forecasts (TAF).

Facility requirements to meet aviation demand for the airfield will include (but not be limited to) runways, taxiways, lighting, navigational aids, and marking and signage. These facility requirements will be developed in the form of gross areas and basic units and will be compared to those that presently exist to identify the future development items needed to maintain adequate service, function, and operations of the airport.

Task 1.10 -Prepare Landside Area Facility Requirements

Description: Using information provided by the aviation planning criteria established under preceding tasks, develop a set of facility requirements addressing the landside facilities necessary to support the airfield and its related activity. Requirements for facilities such as the terminal building, fuel/fuel farm, ARFF, airport maintenance, hangers, FBO areas, automobile parking, and revenue support facilities will be developed under this task.

Task 1.11 – Update the Airport's Recommended Development Concept

Description: Based on the information developed in previous tasks as well as considering the input of the City of Glendale, a single recommended development concept for the airport facilities will be prepared. The recommendation for the most prudent and feasible development concept will become the basis for the development of airport plans, costs, and scheduling.

Task 1.12 -Prepare Airport Development Schedules and Cost Estimates

Description: Based upon the previous evaluations, prepare the airport development schedules to reflect economic feasibility and operational requirements of the recommended development concept. In addition, prepare airport development cost estimates to reflect the requirements and schedule of development associated with the recommended airport concept.

Task 1.13 -Prepare Capital Improvement Program

Description: Prepare a recommended five-year airport capital improvement program which includes estimates of the amount of funds available from federal grant-in-aid programs to determine the net amount of capital funds required by the City to accomplish each proposed stage of improvements for the airport.

Task 1.14 -Environmental Overview

Description: A preliminary environmental overview will be conducted to identify any potential environmental concerns that must be addressed prior to program implementation. This overview will include an analysis of potential impacts of the short-term projects on environmental resources as defined within FAA's Order 5050.4B, Airport Environmental Handbook, and Order 1050.1E. Projects which may require further NEPA analysis will be identified at this time. The Environmental Overview is not intended to serve as a formal Environmental Assessment under the National Environmental Policy Act (NEPA).

Task 1.15 – Draft Narrative Report

Description: A Narrative Report will be prepared in conformance with and meet the standards of FAA Advisory (AC) 150/5070-6B, Airport Master Plans. Information prepared in the preceding tasks will be incorporated into the narrative report. A draft copy of the report will be provided for the City's review. Up to ten (10) copies of the draft narrative report will be provided for this preliminary review.

Task 1.16 – Coordination Meetings

Description: Up to three (3) coordination meetings are budgeted for the project. The meetings can be used for coordination with, or presentations to, the City, ADOT MPD – Aeronautics Group, FAA, airport users, or other agencies as necessary. One meeting is anticipated to review the Draft Narrative Report.

Task 1.17 – Final Narrative Report

Description: Review comments received from the City will be incorporated into a final Narrative Report. Up to twenty (20) copies of the final Narrative Report will be provided. A CD or DVD containing a PDF copy of the final report will also be provided.

ELEMENT 2.0 - AIRPORT LAYOUT PLAN DRAWING SET

The purpose of this study element is to update the set of Airport Plans for the Glendale Municipal Airport. All plans will be prepared in a format which complies with the content contained within FAA's current guidelines for the preparation of an airport layout plan as defined by the FAA Airports ARP SOP 2.00 Standard Procedure for FAA Review and Approval of Airport Layout Plans (October 1, 2013), and which is readily acceptable to the FAA and ADOT and can be utilized by the City staff in carrying out implementation. All plans will be produced utilizing AutoCAD software. The AutoCAD drawings, in a version acceptable to the Sponsor, will be a deliverable item to the City at the completion of this project. The Airport Plans will be included as an appendix in the Narrative Report document. A narrative will also be included in the appendix to better describe each drawing and their intended function.

Task 2.1 – Update Airport Layout Drawing and Data Sheet (Sheets 1 and 2)

Description: Following the Recommended Airport Master Plan Concept developed under the preceding element, and FAA AC 150/5070.6B, "Airport Master Plan", an Airport Layout Plan (ALP) for the airport will be prepared utilizing AutoCAD Software. The ALP will reflect updated physical features, location of airfield facilities (runways, taxiways, navaids), and existing landside development. Development of recommended landside and airfield facilities, including runways and taxiways; property and runway protection zone boundaries; and revenue support areas will also be shown. Guidelines for the preparation of an airport layout plan as defined by the FAA Airports ARP SOP 2.00 Standard Procedure for FAA Review and Approval of Airport Layout Plans (October 1, 2013) will be followed.

Task 2.2 – Update the Terminal Area Drawing (Sheet 3)

Description: Update the Terminal Area Drawings reflecting recommended development on the landside development areas as resulting from the recommendations of this study.

Task 2.3 -Update Part 77 Airspace Drawings (Sheets 4 and 5)

Description: Update the existing and ultimate Airport Airspace Drawing(s) in conformance with 14 CFR Part 77. The set will include an identification of obstructions and an obstruction data table. Obstruction information will be obtained from existing approach plans, obstruction surveys, new aerial surveys, and the current Airport Obstruction (OC) chart (as available). U.S.G.S. base maps will be superimposed on the airspace drawing. A plan for the disposition of the obstructions, as identified, will also be included as part of the obstruction data table.

Task 2.4 -Update Inner Approach Surface Drawing (Sheets 6 and 7)

Description: Update the existing inner portion of the approach surface drawing in accordance with Appendix F of FAA AC 150/5070-6B, Airport Master Plans. Obstruction information will be obtained from existing approach plans, obstruction surveys, new aerial surveys, and the current Airport Obstruction (OC) chart (as available). The Inner Approach OFZ Drawing will also be updated.

Task 2.5 – Update the Departure Surface Drawing (Sheet 8)

Description: Prepare new departure surface drawings in accordance with FAA AC 150/50706B, Airport Master Plans. Obstruction information will be obtained from existing approach plans, obstruction surveys, new aerial surveys, and the current Airport Obstruction (OC) chart (as available).

Task 2.6 – Update the On-Airport Land Use Drawing (Sheet 9)

Description: A land use plan for the area within the boundaries of the airport will be prepared, based on the identified overall development concept. This will include airfield development areas, general aviation areas, ground access and vehicular circulation system service areas, and distinctions between aeronautical and non-aeronautical uses (if any).

Task 2.7 – Update the Airport Property Map – Exhibit A (Sheet 10)

Description: Update the Exhibit A - Airport Property Map, including the appropriate graphics and information to indicate the type of acquisition (i.e., federal funds, surplus property, local funds only, etc.) of various land areas within the airport's boundaries. The primary intent of the drawing is to identify and/or delineate all designated airport property owned or to be acquired by the airport owner. The drawing will provide an inventory all of the parcels which currently make up the airport, or are proposed for acquisition by the airport. The drawing will inventory all of the parcels, which currently make up the airport, or are proposed for acquisition by the airport sponsor. Details will be limited to the depiction of existing and future facilities (i.e., runways, taxiways, runway protection zones, and terminal facilities) which would indicate aeronautical need for airport property. This work effort will utilize information obtained from the current "Exhibit A - Property Map" as well as other sources. The Property Map will be updated in conformance with the guidelines outlined in FAA Airports ARP SOP 3.00 Standard Operating Procedure (SOP) for FAA Review of Exhibit 'A' Airport Property Inventory Maps (October 1, 2013). The City will provide historical information regarding the acquisition of existing airport property and easements (including FAA and ADOT Grant information), as well as boundary surveys, if needed.

Task 2.8 -Preparation of Draft ALP Drawing Set

Description: Preparation of up to five (5) copies of the "Draft" ALP drawing set for submission to the Sponsor, and subsequent comprehensive agency review by FAA and ADOT. Drawings will be a minimum size of 24" x 36". FAA and ADOT reviews will be concurrent. Drawings will be submitted with or prior to publication of the Draft Narrative Report. PDF copies of the drawings will also be provided on a CD for submittal to the FAA.

Task 2.9 -Preparation of Final ALP Drawing Set

Description: Revise the Draft Airport Layout Plans and Drawings prepared in Task 7.8 to reflect comments received from the PHX-ADO review. Upon approval from the Sponsor, provide up to six (6) copies of the revised full ALP drawing sets to the Sponsor for their signature. The Sponsor will forward the signed drawings to the PHX-ADO for final approval.

General project administration services may include:

- Coordinating with the City Project Team and the FAA.
- Attending project meetings as necessary; chairing periodic regular meetings and any additional meetings as required; setting agendas and preparing and distributing meeting minutes.
- Submitting and retrieving all documents to the various required reviewing agencies.
- Preparing and maintaining a project schedule after meeting with the designated City Project Manager to determine appropriate submittal deadlines and to coordinate project submissions.
- Assisting the City in obtaining all approvals required for the Project.

- Submitting a monthly progress report to the City, as well as a quarterly project cash flow schedule.
- Prepare a significant event calendar. The initial schedule should show the original start date with initial completion date as a reference and general time frames for project milestones. .
- Invoices: The Consultant shall submit monthly project invoices. The invoices will be consistent with the project tasks, project schedule, fee proposal, and projected billings. The invoice will identify the contract number and include the amount of each work task and man-hour level of effort and consultant service identified in the approved fee proposal. The percent complete shall be determined by the project schedule, tasks, and fee proposal per tasks. The total invoice submitted shall be less than or equal to the total percent complete. The invoice will show the amounts previously billed, the amount due for the current period, the project balance and the percent complete per tasks.

  The Consultant shall submit one hard copy invoice to the City Project Manager, City of Glendale Engineering Department, 5850 West Glendale Avenue, Glendale, Arizona 85301.

- Cash Flow: The cash flow schedule will provide information to the City regarding future funds needed to complete the project. It is the responsibility of the Consultant to submit the project life cycle cash flow spreadsheet on a quarterly basis. The Consultant will collect or estimate the cash flow information and will use the Excel four (4) page workbook provided by the city. The Consultant will complete the applicable four (4) page worksheet and send it electronically to Gloria Olaya (golaya@glendaleaz.com)) with the Engineering Department. To request an electronic form, address requests to the above. To request by telephone, call 623-930-3630.

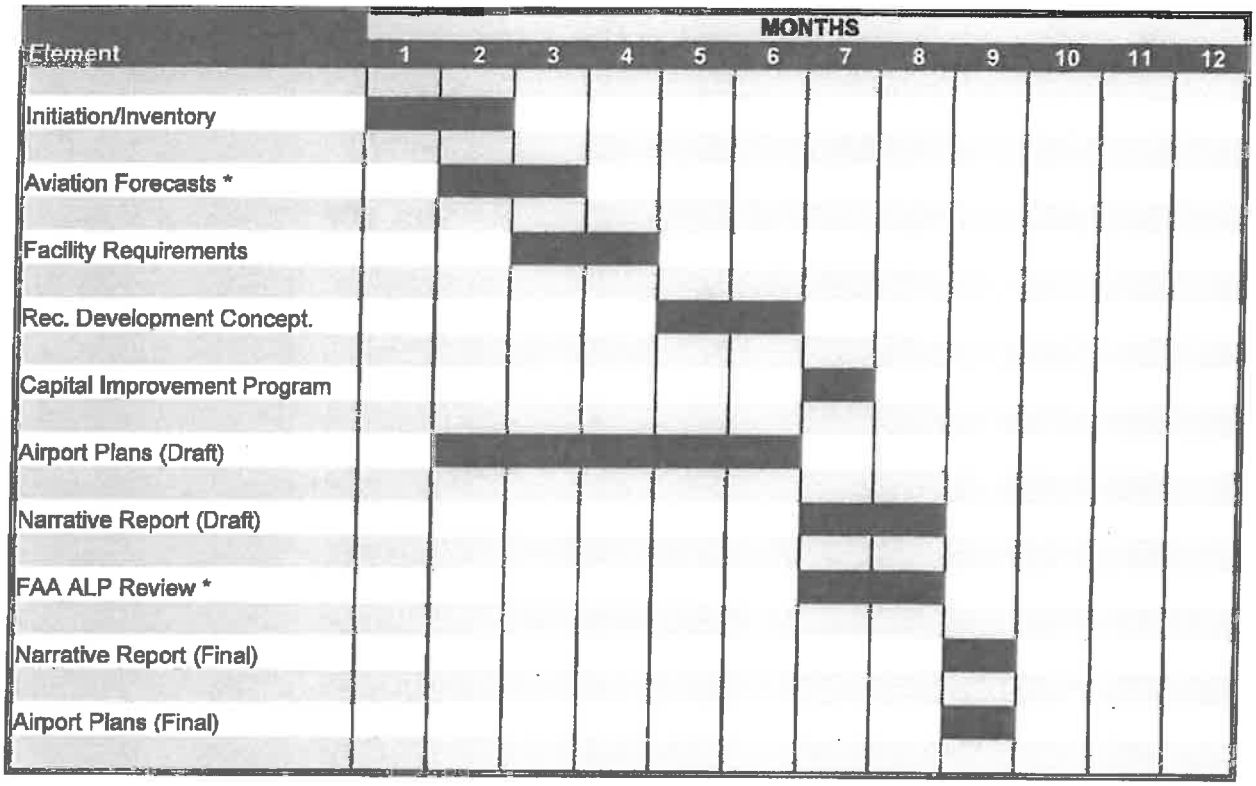
EXHIBIT C
Professional Services Agreement

SCHEDULE

(Cover Page)

EXHIBIT C

PROJECT SCHEDULE
FOR THE
GLENDALE MUNICIPAL AIRPORT
AIRPORT LAYOUT PLAN UPDATE AND NARRATIVE REPORT



**** The overall project schedule will be dependent upon FAA's review and approval of the Aviation Forecasts and the Airport Layout Plan (ALP).***

EXHIBIT D
Professional Services Agreement

Airport Layout Plan (ALP) Drawing Set Update and Narrative Report for Glendale Municipal Airport

COMPENSATION

METHOD AND AMOUNT OF COMPENSATION
Compensation shall be hourly rates plus allowable reimbursable expenses.

NOT-TO-EXCEED AMOUNT
The total amount of compensation paid to **Coffman Associates**, for full completion of all work required by the Project during the entire term of the Project must not exceed **$125,000.00**.

DETAILED PROJECT COMPENSION
See attached spreadsheets for detail

	ALP Drawing Set Update and Narrative Report Glendale Municipal Airport Fee Schedule	
TASK	HOURS	COST
Element 1.0 – Narrative Report	312	$58,028.00
Element 2.0 - Airport Layout Plan Drawing Set	272	$39,268.00
Total Hours	**584**	
Sub-Consultant Allowance – Element 1.0		$17,500.00
Reimbursable Expenses		$5,204.00
Owner Contingency		$5,000.00
TOTAL PROJECT COST:		**$125,000.00**

EXHIBIT E
Professional Services Agreement

DISPUTE RESOLUTION

1. **Disputes.**

1.1 Commitment. The parties commit to resolving all disputes promptly, equitably, and in a good-faith, cost-effective manner.

1.2 Application. The provisions of this Exhibit will be used by the parties to resolve all controversies, claims, or disputes ("Dispute") arising out of or related to this Agreement-including Disputes regarding any alleged breaches of this Agreement.

1.3 Initiation. A party may initiate a Dispute by delivery of written notice of the Dispute, including the specifics of the Dispute, to the Representative of the other party as required in this Agreement.

1.4 Informal Resolution. When a Dispute notice is given, the parties will designate a member of their senior management who will be authorized to expeditiously resolve the Dispute.

a. The parties will provide each other with reasonable access during normal business hours to any and all non-privileged records, information and data pertaining to any Dispute in order to assist in resolving the Dispute as expeditiously and cost effectively as possible;

b. The parties' senior managers will meet within 10 business days to discuss and attempt to resolve the Dispute promptly, equitably, and in a good faith manner, and

c. The Senior Managers will agree to subsequent meetings if both parties agree that further meetings are necessary to reach a resolution of the Dispute.

2. **Arbitration.**

2.1 Rules. If the parties are unable to resolve the Dispute by negotiation within 30 days from the Dispute notice, and unless otherwise informal discussions are extended by the mutual agreement, the Dispute will be decided by binding arbitration in accordance with Construction Industry Rules of the AAA, as amended herein. Although the arbitration will be conducted in accordance with AAA Rules, it will not be administered by the AAA, but will be heard independently.

a. The parties will exercise best efforts to select an arbitrator within five business days after agreement for arbitration. If the parties have not agreed upon an arbitrator within this period, the parties will submit the selection of the arbitrator to one of the principals of the mediation firm of Scott & Skelly, LLC, who will then select the arbitrator. The parties will equally share the fees and costs incurred in the selection of the arbitrator.

b. The arbitrator selected must be an attorney with at least 15 years' experience with commercial construction legal matters in Maricopa County, Arizona, be independent, impartial, and not have engaged in any business for or adverse to either Party for at least 10 years.

2.2 Discovery. The extent and the time set for discovery will be as determined by the arbitrator. Each Party must, however, within 10 days of selection of an arbitrator deliver to the other Party copies of all documents in the delivering party's possession that are relevant to the dispute.

2.3 Hearing. The arbitration hearing will be held within 90 days of the appointment of the arbitrator. The arbitration hearing, all proceedings, and all discovery will be conducted in Glendale, Arizona unless otherwise agreed by the parties or required as a result of witness location. Telephonic hearings and other reasonable arrangements may be used to minimize costs.

2.4 Award. At the arbitration hearing, each Party will submit its position to the arbitrator, evidence to support that position, and the exact award sought in this matter with specificity. The arbitrator must select the award sought by one of the parties as the final judgment and may not independently alter or modify the awards sought by the parties, fashion any remedy, or make any equitable order. The arbitrator has no authority to consider or award punitive damages.

2.5 Final Decision. The Arbitrator's decision should be rendered within 15 days after the arbitration hearing is concluded. This decision will be final and binding on the Parties.

2.6 Costs. The prevailing party may enter the arbitration in any court having jurisdiction in order to convert it to a judgment. The non-prevailing party will pay all of the prevailing party's arbitration costs and expenses, including reasonable attorney's fees and costs.

3. **Services to Continue Pending Dispute.** Unless otherwise agreed to in writing, Consultant must continue to perform and maintain progress of required Services during any Dispute resolution or arbitration proceedings, and City will continue to make payment to Consultant in accordance with this Agreement.

4. **Exceptions.**

4.1 Third Party Claims. City and Consultant are not required to arbitrate any third-party claim, cross-claim, counter claim, or other claim or defense of a third party who is not obligated by contract to arbitrate disputes with City and Consultant.

4.2 Liens. City or Consultant may commence and prosecute a civil action to contest a lien or stop notice, or enforce any lien or stop notice, but only to the extent the lien or stop notice the Party seeks to enforce is enforceable under Arizona Law, including, without limitation, an action under A.R.S. § 33-420, without the necessity of initiating or exhausting the procedures of this Exhibit.

4.3 Governmental Actions. This Exhibit does not apply to, and must not be construed to require arbitration of, any claims, actions or other process filed or issued by City of Glendale Building Safety Department or any other agency of City acting in its governmental permitting or other regulatory capacity.

File #: 15-407, **Version:** 1

AUTHORIZATION TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH HDR ENGINEERING, INC., FOR THE GLENDALE TRANSPORTATION PLAN UPDATE

Staff Contact: Jack Friedline, Director, Public Works

Purpose and Recommended Action

This is a request for City Council to authorize the Acting City Manager to enter into a professional services agreement with HDR Engineering, Inc., in an amount not to exceed $588,528 to prepare an update to the City of Glendale's Transportation Plan.

Background

A transportation plan is a critical document to guide the current and future transportation needs of a city. The last revision to the City of Glendale's Transportation Plan was in 2009, and was undertaken because of the high rate of growth, fluctuating demographics and changing land uses within the city. While these factors are still present in 2015, the expectations regarding the pace and extent of these evolving characteristics within a reasonable planning horizon have changed dramatically since 2009. The proposed Transportation Plan Update (TPU) is being commenced to adjust transportation planning initiatives for the city. This adjustment will require documenting prior transportation improvements that have been successfully implemented and incorporating unanticipated demographic and land use changes since the last update. The goal of the update is to produce a transportation plan that promotes a multi-modal, integrated and comprehensive transportation system.

Analysis

The Transportation Division of the City of Glendale's Public Works Department identified the need to update the city's Transportation Plan to incorporate the changing expectations regarding economic development, demographic trends, system usage, technological development and infrastructure funding options compared to 2009. In addition, the 2040 City of Glendale General Plan process has recently been initiated by the Planning Department. Simultaneous plan development provides the opportunity for critical coordination between these two planning processes that establishes a symbiotic relationship aligning the goals, objectives and outcomes of the plans.

The city issued a Request for Qualifications in February 2015, seeking professional services to prepare the TPU. Seven consultant teams submitted qualifications packages, and a review panel comprised of staff from Transportation, Engineering and Planning selected HDR Engineering, Inc. as the most qualified consultant.

Community Benefit/Public Involvement

A critical component to the TPU will be a comprehensive and effective public engagement process. The TPU must gauge the existing strengths and weaknesses of the entire transportation system in the city by seeking input from a wide variety of stakeholders-most importantly the system users. As part of this project, a public involvement plan (PIP) will be developed that will identify inclusive, innovative and responsive methods for providing information to stakeholders and the public, as well as soliciting their input on the transportation needs of the city.

Budget and Financial Impacts

The estimated cost to complete the TPU, including a 10 percent contingency, is $588,528. Funding is included in the Fiscal Year 2015-16 GO Transportation Program Capital Improvement Plan.

The intent of the TPU is to provide the financial strategy to implement the city's transportation infrastructure investments. The plan will prioritize transportation projects based in part on available funding and constraints, identify opportunities to secure future funding from various sources (such as the potential "Proposition 500" regional gas tax) and preserve ongoing infrastructure investments through an effective operations and maintenance program.

Cost	Fund-Department-Account
$588,528	**2210-65069-518200, Glendale Transportation Plan**

Capital Expense? Yes

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

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C-

PROFESSIONAL SERVICES AGREEMENT

Transportation Planning Consulting Services
Glendale Transportation Plan Update

This Professional Services Agreement ("Agreement") is entered into and effective between CITY OF GLENDALE, an Arizona municipal corporation ("City") and HDR Engineering, Inc., a Nebraska corporation licensed with the State of Arizona Board of Technical Registration, ("Consultant") as of the _____ day of _____, 2015 ("Effective Date").

RECITALS

A. City intends to undertake a project for the benefit of the public and with public funds that is more fully set forth in **Exhibit A**, Project (the "Project");

B. City desires to retain the professional services of Consultant to perform certain specific duties and produce the specific work as set forth in the attached **Exhibit B**, Project Scope of Work ("Scope");

C. Consultant desires to provide City with professional services ("Services") consistent with best consulting or architectural practices and the standards set forth in this Agreement, in order to complete the Project; and

D. City and Consultant desire to memorialize their agreement with this document.

AGREEMENT

The parties hereby agree as follows:

1. Key Personnel; Other Consultants and Subcontractors.

1.1 Professional Services. Consultant will provide all Services necessary to assure the Project is completed timely and efficiently consistent within Project requirements, including, but not limited to, working in close interaction and interfacing with City and its designated employees, and working closely with others, including other consultants or contractors, retained by City.

1.2 Project Team.

a. Project Manager.

(1) Consultant will designate an employee as Project Manager with sufficient training, knowledge, and experience to, in the City's opinion, complete the project and handle all aspects of the Project such that the work produced by Consultant is consistent with applicable standards as detailed in this Agreement; and

(2) The City must approve the designated Project Manager.

b. Project Team.

(1) The Project Manager and all other employees assigned to the Project by Consultant will comprise the "Project Team."

(2) Project Manager will have responsibility for and will supervise all other employees assigned to the Project by Consultant.

c. Discharge, Reassign, Replacement.

(1) Consultant acknowledges the Project Team is comprised of the same persons and roles for each as may have been identified in **Exhibit A**.

(2) Consultant will not discharge, reassign, replace or diminish the responsibilities of any of the employees assigned to the Project who have been approved by City without City's prior written consent unless that person leaves the employment of Consultant, in which event the substitute must first be approved in writing by City.

(3) Consultant will change any of the members of the Project Team at the City's request if an employee's performance does not equal or exceed the level of competence that the City may reasonably expect of a person performing those duties, or if the acts or omissions of that person are detrimental to the development of the Project.

d. Subcontractors.

(1) Consultant may engage specific technical contractors (each a "Subcontractor") to furnish certain service functions.

(2) Consultant will remain fully responsible for Subcontractor's services.

(3) Subcontractors must be approved by the City.

(4) Consultant will certify by letter that all contracts with Subcontractors have been executed incorporating requirements and standards as set forth in this Agreement.

2. Schedule. The Services will be undertaken in a manner that ensures the Project is completed timely and efficiently in accordance with the Project.

3. Consultant's Work.

3.1 Standard. Consultant must perform Services in accordance with the standards of due diligence, care, and quality prevailing among consultants having substantial experience with the successful furnishing of Services for projects that are equivalent in size, scope, quality, and other criteria under the Project and identified in this Agreement.

3.2 Licensing. Consultant warrants that:

a. Consultant and its Subconsultants or Subcontractors will hold all appropriate and required licenses, registrations and other approvals necessary for the lawful furnishing of Services ("Approvals"); and

b. Neither Consultant nor any Subconsultant or Subcontractor has been debarred or otherwise legally excluded from contracting with any federal, state, or local governmental entity ("Debarment").

(1) City is under no obligation to ascertain or confirm the existence or issuance of any Approvals or Debarments, or to examine Consultant's contracting ability.

(2) Consultant must notify City immediately if any Approvals or Debarment changes during the Agreement's duration. The failure of the Consultant to notify City as required will constitute a material default under the Agreement.

3.3 Compliance. Services will be furnished in compliance with applicable federal, state, county and local statutes, rules, regulations, ordinances, building codes, life safety codes, and other standards and criteria designated by City.

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

3.4 Coordination; Interaction.

a. For projects that the City believes requires the coordination of various professional services, Consultant will work in close consultation with City to proactively interact with any other professionals retained by City on the Project ("Coordinating Project Professionals").

b. Consultant will meet to review the Project, Schedule and in-progress work with Coordinating Project Professionals and City as often and for durations as City reasonably considers necessary in order to ensure the timely work delivery and Project completion.

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

3.5 Work Product.

a. Ownership. Upon receipt of payment for Services furnished, Consultant grants to City, and will cause its Subconsultants or Subcontractors to grant to the City, the exclusive ownership of and all copyrights, if any, to evaluations, reports, drawings, specifications, project manuals, surveys, estimates, reviews, minutes, all "architectural work" as defined in the United States Copyright Act, 17 U.S.C § 101, *et seq.,* and other intellectual work product as may be applicable ("Work Product").

(1) This grant is effective whether the Work Product is on paper (e.g., a "hard copy"), in electronic format, or in some other form.

(2) Consultant warrants, and agrees to indemnify, hold harmless and defend City for, from and against any claim that any Work Product infringes on third-party proprietary interests.

b. Delivery. Consultant will deliver to City copies of the preliminary and completed Work Product promptly as they are prepared.

c. City Use.

(1) City may reuse the Work Product at its sole discretion.

(2) In the event the Work Product is used for another project without further consultations with Consultant, the City agrees to indemnify and hold Consultant harmless from any claim arising out of the Work Product.

(3) In such case, City will also remove any seal and title block from the Work Product.

4. Compensation for the Project.

4.1 Compensation. Consultant's compensation for the Project, including those furnished by its Subconsultants or Subcontractors will not exceed $588,528.00 as specifically detailed in **Exhibit D** ("Compensation").

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

a. Adjustments to Compensation require a written amendment to this Agreement and may require City Council approval.

b. Additional services which are outside the Scope of the Project contained in this Agreement may not be performed by the Consultant without prior written authorization from the City.

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

4.3 Allowances. An "Allowance" may be identified in **Exhibit D** only for work that is required by the Scope and the value of which cannot reasonably be quantified at the time of this Agreement.

a. As stated in Sec. 4.1 above, the Compensation must incorporate all Allowance amounts identified in **Exhibit D** and any unused allowance at the completion of the Project will remain with City.

b. Consultant may not add any mark-up for work identified as an Allowance and which is to be performed by a Subconsultant.

c. Consultant will not use any portion of an Allowance without prior written authorization from the City.

d. Examples of Allowance items include, but are not limited to, subsurface pothole investigations, survey, geotechnical investigations, public participation, radio path studies and material testing.

4.4 Expenses. City will reimburse Consultant for certain out-of-pocket expenses necessarily incurred by Consultant in connection with this Agreement, without mark-up (the "Reimbursable Expenses"), including, but not limited to, document reproduction, materials for book preparation, postage, courier and overnight delivery costs incurred with Federal Express or similar carriers, travel and car mileage, subject to the following:

a. Mileage, airfare, lodging and other travel expenses will be reimbursable only to the extent these would, if incurred, be reimbursed to City of Glendale personnel under its policies and procedures for business travel expense reimbursement made available to Consultant for review prior to the Agreement's execution, and which policies and procedures will be furnished to Consultant;

b. The Reimbursable Expenses in this section are approved in advance by City in writing; and

c. The total of all Reimbursable Expenses paid to Consultant in connection with this Agreement will not exceed the "not to exceed" amount identified for Reimbursable Services in the Compensation.

5. Billings and Payment.

5.1 Applications.

a. Consultant will submit monthly invoices (each, a "Payment Application") to City's Project Manager and City will remit payments based upon the Payment Application as stated below.

b. The period covered by each Payment Application will be one calendar month ending on the last day of the month.

5.2 Payment.

a. After a full and complete Payment Application is received, City will process and remit payment within 30 days.

b. Payment may be subject to or conditioned upon City's receipt of:

(1) Completed work generated by Consultant and its Subconsultants and Subcontractors; and

(2) Unconditional waivers and releases on final payment from all Subconsultants and Subcontractors as City may reasonably request to assure the Project will be free of claims arising from required performances under this Agreement.

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

a. If the Payment Application is rejected, the Project Manager will issue a written listing of the items not approved for payment.

b. City may withhold an amount sufficient to pay expenses that City reasonably expects to incur in correcting the deficiency or deficiencies rejected for payment.

6. Termination.

6.1 For Convenience. City may terminate this Agreement for convenience, without cause, by delivering a written termination notice stating the effective termination date, which may not be less than 15 days following the date of delivery.

a. Consultant will be equitably compensated for Services furnished prior to receipt of the termination notice and for reasonable costs incurred.

b. Consultant will also be similarly compensated for any approved effort expended, and approved costs incurred, that are directly associated with Project closeout and delivery of the required items to the City.

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

a. Consultant will not be entitled to further payment until after City has determined its damages. If City's damages resulting from the breach, as determined by City, are less than the equitable amount due but not paid Consultant for Services furnished, City will pay the amount due to Consultant, less City's damages, in accordance with the provision of Sec. 5.

b. If City's direct damages exceed amounts otherwise due to Consultant, Consultant must pay the difference to City immediately upon demand; however, Consultant will not be subject to consequential damages more than $1,000,000 or the amount of this Agreement, whichever is greater.

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

8. Insurance. For the duration of the term of this Agreement, Contractor shall procure and maintain insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of all tasks or work necessary to complete the Project as herein defined. Such insurance shall cover Contractor, its agent(s), representative(s), employee(s) and any subcontractors.

8.1 **Minimum Scope and Limit of Insurance.** Coverage must be at least as broad as:

a. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01, including products and completed operations, with limits of no less than **$1,000,000** per occurrence for bodily injury, personal injury, and property damage. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

b. Automobile Liability: Insurance Services Office Form Number CA 0001 covering Code 1 (any auto), with limits no less than **$1,000,000** per accident for bodily injury and property damage.

c. Worker's Compensation: Insurance as required by the State of Arizona, with Statutory Limits, and Employers' Liability insurance with a limit of no less than **$1,000,000** per accident for bodily injury or disease.

d. Professional Liability: Insurance with limits of no less than $1,000,000 per occurrence and $2,000,000 combined aggregate.

8.2 **Other Insurance Provisions.** The insurance policies required by the Section above must contain, or be endorsed to contain the following insurance provisions:

a. **The City, its officers, officials, employees and volunteers are to be covered as additional insureds** of the CGL and automobile policies for any liability arising from or

in connection with the performance of all tasks or work necessary to complete the Project as herein defined. Such liability may arise, but is not limited to, liability for materials, parts or equipment furnished in connection with any tasks, or work performed by Contractor or on its behalf and for liability arising from automobiles owned, leased, hired or borrowed on behalf of the Contractor. General liability coverage can be provided in the form of an endorsement to the Contractor's existing insurance policies, provided such endorsement is at least as broad as ISO Form CG 20 10, 11 85 or both CG 20 10 and CG 23 37, if later revisions are used.

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

c. Each insurance policy required by this Section shall provide that coverage shall not be canceled, except after providing notice to the City.

8.3 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of no less than A: VII, unless the Contractor has obtained prior approval from the City stating that a non-conforming insurer is acceptable to the City.

8.4 Waiver of Subrogation. **Contractor hereby agrees to waive its rights of subrogation which any insurer may acquire** from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation. The Workers' Compensation Policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Contractor, its employees, agent(s) and subcontractor(s).

8.5 Verification of Coverage. Within 15 days of the Effective Date of this Agreement, Contractor shall furnish the City with original certificates and amendatory endorsements, or copies of any applicable insurance language making the coverage required by this Agreement effective. All certificates and endorsements must be received and approved by the City before work commences. Failure to obtain, submit or secure the City's approval of the required insurance policies, certificates or endorsements prior to the City's agreement that work may commence shall not waive the Contractor's obligations to obtain and verify insurance coverage as otherwise provided in this Section. The City reserves the right to require complete, certified copies of all required insurance policies, including any endorsements or amendments, required by this Agreement at any time during the Term stated herein.

Contractor's failure to obtain, submit or secure the City's approval of the required insurance policies, certificates or endorsements shall not be considered a Force Majeure or defense for any failure by the Contractor to comply with the terms and conditions of the Agreement, including any schedule for performance or completion of the Project.

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

8.7 Special Risk or Circumstances. The City reserves the right to modify these insurance requirements, including any limits of coverage, based on the nature of the risk, prior experience, insurer, coverage or other circumstances unique to the Contractor, the Project or the insurer.

9. Immigration Law Compliance.

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

9.2 Any breach of warranty under this section is considered a material breach of this Agreement and is subject to penalties up to and including termination of this Agreement.

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

9.4 City may conduct random inspections, and upon request of City, Consultant will provide copies of papers and records of Consultant demonstrating continued compliance with the warranty under this section. Consultant agrees to keep papers and records available for inspection by the City during normal business hours and will cooperate with City in exercise of its statutory duties and not deny access to its business premises or applicable papers or records for the purposes of enforcement of this section.

9.5 Consultant agrees to incorporate into any subcontracts under this Agreement the same obligations imposed upon Consultant and expressly accrue those obligations directly to the benefit of the City. Consultant also agrees to require any Subconsultant or Subcontractor to incorporate into each of its own subcontracts under this Agreement the same obligations above and expressly accrue those obligations to the benefit of the City.

9.6 Consultant's warranty and obligations under this section to the City is continuing throughout the term of this Agreement or until such time as the City determines, in its sole discretion, that Arizona law has been modified in that compliance with this section is no longer a requirement.

9.7 The "E-Verify Program" above means the employment verification program administered by the United States Department of Homeland Security, the Social Security Administration, or any successor program.

10. Notices.

10.1 A notice, request or other communication that is required or permitted under this Agreement (each a "Notice") will be effective only if:

a. The Notice is in writing; and

b. Delivered in person or by overnight courier service (delivery charges prepaid), certified or registered mail (return receipt requested).

c. Notice will be deemed to have been delivered to the person to whom it is addressed as of the date of receipt, if:

(1) Received on a business day before 5:00 p.m. at the address for Notices identified for the Party in this Agreement by U.S. Mail, hand delivery, or overnight courier service; or

(2) As of the next business day after receipt, if received after 5:00 p.m.

d. The burden of proof of the place and time of delivery is upon the Party giving the Notice.

e. Digitalized signatures and copies of signatures will have the same effect as original signatures.

10.2 Representatives.

a. Consultant. Consultant's representative (the "Consultant's Representative") authorized to act on Consultant's behalf with respect to the Project, and his or her address for Notice delivery is:

David R. Skinner, PE
HDR
3200 East Camelback Road, Suite 350
Phoenix, Arizona 85018

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

City of Glendale
c/o Patrick Sage, AICP
6210 West Myrtle Avenue, Suite 112
Glendale, Arizona 85301

With required copy to:

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

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

c. Concurrent Notices.

(1) All notices to City's representative must be given concurrently to City Manager and City Attorney.

(2) A notice will not be deemed to have been received by City's representative until the time that it has also been received by the City Manager and the City Attorney.

(3) City may appoint one or more designees for the purpose of receiving notice by delivery of a written notice to Consultant identifying the designee(s) and their respective addresses for notices.

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

11. Financing Assignment. City may assign this Agreement to any City-affiliated entity, including a non-profit corporation or other entity whose primary purpose is to own or manage the Project.

12. Entire Agreement; Survival; Counterparts; Signatures.

12.1 Integration. This Agreement contains, except as stated below, the entire agreement between City and Consultant and supersedes all prior conversations and negotiations between the parties regarding the Project or this Agreement.

a. Neither Party has made any representations, warranties or agreements as to any matters concerning the Agreement's subject matter.

b. Representations, statements, conditions, or warranties not contained in this Agreement will not be binding on the parties.

c. Inconsistencies between the solicitation, any addenda attached to the solicitation, the response or any excerpts attached as **Exhibit A**, and this Agreement, will be resolved by the terms and conditions stated in this Agreement.

12.2 Interpretation.

a. The parties fairly negotiated the Agreement's provisions to the extent they believed necessary and with the legal representation they deemed appropriate.

b. The parties are of equal bargaining position and this Agreement must be construed equally between the parties without consideration of which of the parties may have drafted this Agreement.

c. The Agreement will be interpreted in accordance with the laws of the State of Arizona.

12.3 Survival. Except as specifically provided otherwise in this Agreement, each warranty, representation, indemnification and hold harmless provision, insurance requirement, and every

other right, remedy and responsibility of a Party, will survive completion of the Project, or the earlier termination of this Agreement.

12.4 Amendment. No amendment to this Agreement will be binding unless in writing and executed by the parties. Electronic signature blocks do not constitute execution for purposes of this Agreement. Any amendment may be subject to City Council approval.

12.5 Remedies. All rights and remedies provided in this Agreement are cumulative and the exercise of any one or more right or remedy will not affect any other rights or remedies under this Agreement or applicable law.

12.6 Severability. If any provision of this Agreement is voided or found unenforceable, that determination will not affect the validity of the other provisions, and the voided or unenforceable provision will be reformed to conform with applicable law.

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

13. Term. The term of this Agreement commences upon the Effective Date and continues for an eighteen (18)-month initial period. The City may, at its option and with the approval of the Consultant, extend the term of this Agreement an additional six (6) months. Consultant will be notified in writing by the City of its intent to extend the Agreement period at least 30 calendar days prior to the expiration of the original or any renewal Agreement period. Price adjustments will only be reviewed during the Agreement renewal period. There are no automatic renewals of this Agreement.

14. Dispute Resolution. Each claim, controversy and dispute (each a "Dispute") between Consultant and City will be resolved in accordance with **Exhibit E**. The final determination will be made by the City.

15. Exhibits. The following exhibits, with reference to the term in which they are first referenced, are incorporated by this reference.

Exhibit A	Project
Exhibit B	Scope of Work
Exhibit C	Schedule
Exhibit D	Compensation
Exhibit E	Dispute Resolution

(Signatures appear on the following page.)

The parties enter into this Agreement effective as of the date shown above.

City of Glendale,
an Arizona municipal corporation

By: Richard A. Bowers
Its: Acting City Manager

ATTEST:

Pamela Hanna (SEAL)
City Clerk

APPROVED AS TO FORM:

Michael D. Bailey
City Attorney

HDR Engineering, Inc.,
a Nebraska corporation licensed with the State of Arizona Board of Technical Registration

By: David R. Skinner, PE
Its: Principal

EXHIBIT A
Professional Services Agreement

PROJECT

(Cover Page)

Project Description

HDR Engineering, Inc. will provide professional consulting services to prepare the Glendale Transportation Plan Update. The Glendale Transportation Plan Update has been undertaken to adjust and balance transportation planning initiatives for the City of Glendale. This process will include documenting transportation improvements that have been successfully implemented, re-evaluating incomplete or unaddressed prior initiatives, and identifying future transportation improvement opportunities that incorporate current projections for population growth, economic climate and land use changes in the City. These services are planned to start July 1, 2015 and be completed within 18 months from the project initiation.

The purpose of the Transportation Plan Update project is to plan and promote a multi-modal, integrated and comprehensive transportation system in the City of Glendale to best accommodate current and future transportation needs of residents.

EXHIBIT B
Professional Services Agreement

SCOPE OF WORK

(Cover Page)

Project Work Plan

The project workplan describes the scope activities for the Glendale Transportation Plan update.

The following describes the various groups discussed in this document:

Study Team –HDR and its subconsultants

Project Management Team – HDR and City staff responsible for project delivery

Technical Advisory Committee (TAC) – Comprised of staff representing various City of Glendale departments, as well as others as determined in coordination with the Project Management Team at the start of the project.

Citizens Transportation Oversight Committee (CTOC) – Committee appointed by the Glendale City Council to monitor the transportation fund to ensure voter-approved projects, in accordance with Proposition 402, are completed in a timely and cost-effective manner. Advises the City Council on regional transportation issues, public transit, the bicycle program, and alternative transportation modes.

Stakeholders – Residents, property owners, business owners, employees, and others with an interest or stake in development of the Transportation Master Plan.

City Responsibilities

The City will be responsible for the following efforts to assure that the Study Team is able to prepare the Transportation Master Plan (the Plan) as described in this work plan. The Study Team shall rely on the accuracy and completeness of the data furnished by others, including but not limited to, studies, traffic data, land use information, crash information, and CAD/GIS drawings. The City will:

- Furnish all available General Plan data, special studies, copies of existing transportation planning documents, and existing traffic and pavement condition data
- Provide all available CAD drawings, GIS information, and plots and graphics it currently has available as requested by the Study Team
- Facilitate all public meetings by providing space for meetings, creating distribution lists, and publishing and mailing meeting notices
- Facilitate all approvals needed for adoption of the Plan
- Review the draft working documents, provide feedback and comments in timely manner

Study Team Responsibilities

The Study Team will:

- Compile, analyze, and write the draft and final Plan. The Study Team will develop a document that is easy to read, contains quality, appropriate graphics, and is oriented to the public
- Prepare information materials for focus interviews, public workshops, open houses, and City meetings
- Coordinate with MAG to refine roadway network as necessary, TAZ and socioeconomic data to conduct Glendale-focus travel demand model runs

- Prepare and distribute draft and final minutes of meetings the Study Team is requested to attend by City. (A total of not more than forty meetings are estimated for the fee determination associated with this scope.)
- Provide all necessary project administration, internal coordination, and quality assurance/quality control of its work for the development of the Plan

Project Management

HDR sees project management as a vital component of a successful planning process that establishes outcomes, defines expectations of stakeholders and project participants, maintains schedule and budget, and maintains quality control for all deliverables and work processes. Michael LaBianca will act as HDR's point of contact for the project, and will be directly responsible for coordinating the activities of the Study Team and day-to-day coordination with key City staff.

Technical Advisory Committee Meetings

The TAC will meet throughout the course of the study at key milestones as defined in the study schedule. The Study Team will prepare an agenda in advance and facilitate these meetings. The TAC will be asked to provide feedback on specific aspects of the study. These meetings are noted sequentially under their respective tasks and the approximate dates are shown on the study schedule.

Coordination with the General Plan Update effort

Coordinating with the General Plan update will be ongoing throughout the study. Coordination will largely be through communicating with the Project Manager and City staff engaged in the General Plan. In addition, the Study Team proposes making a presentation to the General Plan Committee on materials related to the Transportation Master Plan and transportation topics of interest to the committee.

Progress Reporting Procedures

The Study Team will prepare and submit a brief progress report with the monthly project invoice. The progress report will include specific activities completed by task during the previous month and planned activities for the following month. A monthly telephone meeting will be scheduled with the Glendale Project Manager to discuss the project progress.

Study Schedule

The study schedule (refer to Exhibit A) delineates the major steps required for this study, and the approximate timeline for completion. The study schedule also shows the tentative timing of the public meetings and major deliverables.

Task 0 – Project Initiation

At the onset of the project, the Study Team will work with City staff to:

- Identify recent studies, data sources, and other relevant information needed to develop an understanding for the project
- Determine the stakeholders to contact as part of the project understanding, and develop a list of questions for stakeholder focus interviews

- Review the Public Involvement Plan (PIP) that will guide the public involvement process (refer to Task 2 – Public Involvement Approach)
- Identify a TAC membership list
- prepare a base map for use throughout the study process

The objective of the first TAC and CTOC meetings will be to discuss the role and responsibilities of the respective groups in the Plan update; review the project work plan and project schedule; and identify recent studies, data sources, and other relevant information needed to develop an understanding for the project.

Meetings

- Meet with the Glendale Project Manager to review items identified above
- **TAC meeting #1** and **CTOC meeting #1**

Deliverables

- Up to two *draft revised Work Plans* and one *final Work Plan*
- Up to two *draft revised PIPs* and one *final PIP* (*the* 2009 Plan Assessment Element *is described in Task 1, and the* PIP *is described in Task 2*)
- *Project Study Schedule*
- Glendale Transportation Master Plan *Base Map Template*

Task 1 – Project Understanding and Context

This task consists of three distinct sub-tasks, summarized here and described later in detail:

a. 2009 Transportation Plan Assessment. This sub-task will focus on providing the public with understandable, substantive information regarding the existing transportation system, the progress made towards fulfilling the transportation improvement commitments identified in the 2001 Proposition 402 voter approved initiative, the 2009 Plan assessment results, projected socioeconomic trends in the City and the region, and known existing and anticipated transportation challenges.

b. Existing Conditions Assessment. This sub-task will establish a transportation database of multimodal characteristics for the existing roadway and transportation systems. Data on transit service and ridership will also be collected.

c. Future Conditions Assessment. In this sub-task, the Study Team will document the MAG socioeconomic projections for the planning horizons of 2020, 2030, and 2040 as baseline conditions. This information will be used to evaluate how the existing and programmed transportation system will operate with the recommended improvements (working with MAG to conducting the model runs.

The information from these sub-tasks will be used to evaluate the goals and objectives identified in the 2009 Glendale Transportation Plan (the 2009 Plan). Using the information from the 2009 Plan assessment and the existing and future conditions assessments to frame the discussion, the Study Team will solicit input from a broad range of project stakeholders to develop updated goals and objectives for the transportation plan update.

The Study Team will develop evaluation criteria to assist in prioritizing potential projects to recommend for each planning horizon, consistent with the City's goals and objectives. Potential evaluation criteria include traffic safety, impact on traffic congestion, transit connectivity, trail system connectivity, right-of-way and construction costs, community and stakeholder support, and consistency with established goals.

The updated goals and objectives and evaluation criteria will be developed with input from the stakeholders by means of the following outreach activities:

- CTOC goals and objectives workshop
- General Plan Advisory Committee presentation and discussion
- Outreach campaign focused on soliciting input from a broad range of citizens and stakeholders

For general planning purposes, the City will be divided into three segments: east of 75th Avenue; 75th Avenue to 115th Avenue; and west of 115th Avenue.

Task 1.a - 2009 Transportation Plan Assessment

The Study Team, with assistance from City staff, will obtain and review the list of projects identified in the 2009 Plan. Project status will be determined using input from City staff and then summarized in an easy to understand and follow format. The 2009 Transportation Plan Assessment will explain the projects (from the 2009 Plan) in the context of the current conditions and forecasts for the Plan horizons. This assessment will be presented as part of the *Existing and Future Conditions Technical Memorandum.* The assessment will include updating the 2009 Plan goals and objectives and identifying the evaluation criteria that will be used in subsequent tasks to evaluate transportation system alternatives. This sub-task will be conducted concurrently with the existing and future conditions assessments.

Deliverables

- *2009 Plan Assessment Element* of the *Existing and Future Conditions Technical Memorandum* will be made available at the completion of Task 1
- *Evaluation Criteria Memo* identifying the performance measures and principles to be used in subsequent tasks to evaluate transportation system alternatives

Task 1.b - Existing Conditions Assessment

The Study Team, with assistance from City staff, will obtain and review existing data, studies, and reports from the City and other resource agencies such as ADOT, MAG, MCDOT, and Valley Metro. Key information to obtain includes:

- Aerial photography from the City
- Most recent five-years crash data from the City and ADOT
- Existing and future land use designations from the City
- Historic traffic counts from the City, ADOT, and adjacent cities
- Signal timing and phasing from the City, ADOT, and adjacent cities
- Existing transit service (routes, frequency, and hours) from the City and Valley Metro
- Existing transit ridership (boardings by route/segment and stops) from the City and Valley Metro
- Existing *Bicycle Map* files from the City

- Existing pedestrian facilities
- City will provide Pavement conditions and roadway inventory data

Activities to complete as part of the existing conditions assessment are:

- Using the most recent data, HDR will conduct an existing roadway and traffic conditions assessment. The assessment will comprise of graphics, summary tables, descriptions and major findings
- Stakeholder focus interviews. As part of the existing conditions assessment, HDR will interview up to 20 stakeholders, or stakeholder groups (including boards and commissions such as the Bicycle Advisory and Aviation Committees), through in-person or telephone interviews. Questions for these brief interviews (scheduled for no more than 30 minutes) will be developed by the Project Management Team.
- Collect transit data from multiple sources including Valley Metro annual/monthly ridership reports, Valley Metro farebox data, and Valley Metro Origin/Destination Survey.
- Confirm existing transit farebox data provided by Valley Metro (from City of Phoenix) is from November 2014 or later to improve accuracy.
- Confirm existing bike facilities are accounted for in the *Bicycle Map* files (this information will go into the subsequent revised Glendale *Bicycle Map*, refer to Task 4).
- Ascertain from the outreach activities if there are locations that would benefit from the use of MAG's bicycle counter tubes and if the timing works to borrow them.

Meetings

- **TAC meeting #2** and **CTOC meeting #2** - *Review information and baseline assumptions from the existing conditions assessment, as well as initial results of the* 2009 Plan Assessment *and goals and objectives review.*
- **Citizen Bicycle Advisory Committee meeting #1 -** *Learn from the Committee what the general issues and concerns are within Glendale's bicycle community, what changes or additions in bicycle facilities might be desired in the updated Plan, and what their vision is for the future of bicycling, both for Glendale and regionally. The Study Team will also solicit suggestions for evaluation criteria for the recommended improvements.*

Deliverables

- *Existing Conditions Memo* summarizing the existing conditions, what was learned from previous studies, and what issues were identified through the stakeholder interviews

Task 1.c – Future Conditions Assessment

The Study Team will confirm the roadway network with City staff. This will include a review of the circulation systems envisioned by planned and approved developments with an eye toward integrating them into the hierarchical system of expressways, arterials, and collectors.

The Study Team will document the MAG socioeconomic projections for the planning horizons of 2020, 2030, and 2040 as baseline conditions. The study team will review the MAG model roadway network to ensure major planned development areas are reflected adequately. This information will be used to evaluate how the existing and programmed transportation system will operate with the recommended improvements.

The Study Team plans to use MAG's travel demand model as the base model for traffic modeling. Using the model, traffic forecasts can quickly identify system deficiencies and evaluate whether the planned roadway network can accommodate the future travel demand. In addition to the base model (MAG's current travel demand model), HDR will prepare up to two alternative scenarios and submit them to MAG for evaluation. HDR will present the results of this analysis as inputs for evaluating the alternatives using the evaluation criteria. This analysis will be used as input in determining recommendations.

Additional activities to be completed as part of the future conditions assessment are:

Areas of special attention. The future conditions evaluation will focus on up to four bottleneck locations (a specific example is 83rd Avenue and Bell Road), where the transportation system is not performing adequately today. The Study Team will make specific recommendations focused on immediate and long-term solutions to these current challenges. A small area micro-simulation traffic model will be developed comparing the existing, future base and recommended scenario condition. Mitigation measures such as roadway capacity improvement, access management, traffic progression using ITS, and enhanced transit and nonmotorized options will be evaluated.

Transit. Document future transit conditions as identified in various transit planning and corridor studies, including the Valley Metro Central Glendale/West Phoenix Transit Corridor Study, Valley Metro Grand Avenue Transit Feasibility Study, Valley Metro Peoria Transit Study, and City of Phoenix Transportation Plan.

Aviation. Working with the City, the Study Team will incorporate in the Memo, the Glendale Municipal Airport's forecasts for future operations at the facility, and evaluate impacts to the supporting transportation network.

Socioeconomics. The Study Team will evaluate the socioeconomic projections through the three planning horizons and discuss how changing demographics and trends will influence Glendale's transportation needs. Regional growth projections will also be compared for consistency.

Operations and Maintenance (O&M). This element will focus on enhancing and maintaining the City's existing transportation infrastructure and on summarizing information from the City's pavement management index program (in progress) and current *Intelligent Transportation Systems Strategic Plan*.

Beyond Traffic. The Study Team will prepare a white paper on trends in transportation that may reshape how we travel in the future. The paper will explore items such as *Beyond Traffic*, the US DOT's 30-Year Framework for the Future, and other sources to summarize trends and how they may affect Glendale.

Destinations. Learn from the outreach activities what new activity centers and destinations should be included in the Plan and the level of access desired (i.e., all modes, just vehicular)

General Plan Circulation Element. Input to the General Plan is necessary early in the process – to meet the General Plan schedule (anticipated to go before voters for ratification in November 2016). The Study Team will provide specific input to this element related to circulation and transit service maps, circulation goals and objectives , and general text in support of this General Plan element.

Meetings

- Study Team will meet with MAG to review the alternative scenarios to be modeled and discuss the desired outputs for further evaluation

- Study Team to present to the General Plan Advisory Committee
- Meeting with the Project Management Team and Glendale Planning Director to discuss input to Glendale 2040 – Envision Glendale
- **TAC meeting #3.** *Review and discuss the* Existing and Future Conditions Technical Memorandum*; continue discussing modal planning, Complete Streets, and O&M*
- **CTOC meeting #3.** *Review and discuss the* Existing and Future Conditions Technical Memorandum*; continue discussing modal planning and Complete Streets*
- Study Team will attend a **City Council work session (#1)** to provide a project overview, present initial findings and information, and solicit feedback on the Plan update process

Deliverables

- Content in support of the Glendale 2040 – Envision Glendale Plan. This will include an updated Roadway Functional Classification map; an updated Transit Services map(s); and updated goals and objectives consistent with the General Plan.
- One draft *Existing and Future Conditions Technical Memorandum* for TAC review (PDF and up to 15 printed copies)
- One draft revised *Existing and Future Conditions Technical Memorandum* for CTOC and stakeholder review (PDF and up to 15 printed copies)
- One final *Existing and Future Conditions Technical Memorandum* (PDF)
- *Transportation Trends* white paper

Assumptions

- City to provide HDR with electronic copies of available information relating to the transportation network including:
    - 2013 Roadway Network report
    - 2009 Transportation Plan data
    - 2015 traffic counts (all existing counts and counts anticipated in October)
    - Geodatabase or shapefiles containing the Glendale Bicycle Map elements
    - Pavement Management Index and ITS Implementation Plan
    - Information relating to Glendale's past application(s) for Bicycle Friendly City status
- Valley Metro to provide HDR with electronic copies of available information related to the transit performance including:
    - FY 2015 Annual Ridership Report
    - 2015 Monthly Ridership Reports
    - 2015 Farebox Data
    - 2015 Origin/Destination Survey

Task 2 – Public Involvement Approach

Development of the Public Involvement Plan. The overall intent of the 18-month public involvement program will be to engage stakeholders, transportation system users, and the general public in the development of the transportation master plan and gather meaningful input from them that is useful for incorporation in to the goals, objectives, priorities, needs, policies, guidance, and recommendations. The foundation for the engagement/involvement program will be an interactive website that will house project information and offer opportunities for input. Planned personal interaction opportunities will be focused on directing stakeholders, transportation system users, and the general public to the website, and materials offered at meetings and events will mirror the information on the website for consistency. The website will include an interactive map, with various layers available for the review of specific information (e.g., a layer that shows what has been accomplished since 2009 plan, a bike/ped layer, etc.)

Public Involvement Phase 1—Program Design

Phase 1 of the Public Involvement Program will focus on development of the public involvement plan, and will include the identification of target audiences including stakeholders and transportation system users. This phase also will include the identification of events/opportunities for general public input.

During this Phase the project brand and initial key messages will be developed, along with the website. The public involvement plan will be a reader-friendly and visually appealing document that will rely on graphics to communicate work activities, intended outcomes, and calendar.

Stakeholder and Transportation User Group Identification

The Public Involvement Manager will work with the technical team and City staff to identify stakeholder groups including City boards and commissions and other already established groups within Glendale and the surrounding communities with regularly scheduled meetings and/or existing communication tools that can serve as forums/avenues for disseminating information about the TMP and gathering input. The TMP Team will either seek a spot on the entity's agenda or ask to have an informational table at which we can provide information about the Plan and gather input using a short survey (can be completed on paper or online)—the survey will be different depending on the technical activities ongoing but will be consistent online and in person within each technical phase no matter what the meeting, activity, or event. If the entity does not have regular meetings (like an HOA or neighborhood, for example), we can ask them to disseminate information via an email list. Many of these stakeholder groups are open to the general public and therefore support the goal and requirement for transparent and far-reaching engagement. Some examples might include:

- Glendale General Plan Committee
- Citizens Bicycle Advisory Committee—meets 6:30 pm first Monday of each month
- Citizens Transportation Oversight Commission—meets 6 pm first Thursday, bi-monthly
- City Council—meets Tuesdays at 6 pm (workshops Tuesdays during the day)
- City of Peoria Planning and Zoning Commission
- City of Phoenix; City of Surprise; Litchfield Park; El Mirage; Sun City West
- Valley Metro
- Chamber of Commerce
- 196 registered neighborhoods and HOAs available via neighborhood services division

User groups can include commuters (reached via major employers), emergency services, public transportation/transit, delivery services (reach via large commercial/retail centers who accept regular deliveries), school-related transportation such as bus drivers employed by school districts), moms who take their kids to school, motorcycle riders, etc.

Public Involvement Plan

The Public Involvement Plan will be a detailed plan of meetings and activities that will be composed once the target audiences are identified as described above. In addition to the specific audiences targeted, there will be activities and events identified for general public outreach, including community events and open house type activities to support each technical work phase. Some examples may include:

- Glendale Glitters Spectacular Weekend Nov 27-28, 2015
- Jingle Bell Rockin' Nights December 4-5, 2015
- Winter Wonderland Weekend December 11-12, 2015
- Spirit of Giving Weekend December 18-19, 2015
- Glendale Glitter and Glow Block Party Jan 9, 2016

An email distribution list specific to the TMP effort will be developed starting immediately and maintained throughout the process, so that we also can send out information about meetings, events, appearances, information available for review online, and invitations to complete surveys. Each City Council Member also distributes a weekly newsletter—we will seek to build relationships with the Council assistants and identify opportunities to share in their regular outreach vehicles as well.

All meetings and events will be noticed via numerous channels so they all serve to fill the need for "public meetings."

Meetings

- Public Involvement Workshop with City Staff

Deliverables:

- Project Brand
- Website Launch
- Initial Project Fact Sheet
- Public Involvement Plan
- Initial Contact Database for the project, maintained by Study Team throughout project

Note: additional deliverables for the public involvement approach are listed under the appropriate tasks

Public Involvement Phases 2 and 3—Input to Technical Work

The Public Involvement Lead will be an integral part of the technical team and will implement the public involvement plan alongside the technical work activities so that public and stakeholder input is provided in a timely manner to the goals, objectives, priorities, needs, policies, guidance, and recommendations of the TSP. The first "round" of input (Public Involvement Phase 2) will be on goals, objectives, priorities, and needs, and will revolve for public and stakeholder input around two things: tradeoff questions posed to determine goals, objectives, and priorities for the future, and interactive map exercises online and in person to gather location-specific input on system needs.

The second "round" of outreach and involvement will focus on obtaining public and stakeholder feedback on the recommendations of the plan, also using pointed questions and interactive mapping, online and in person. The Public Involvement Lead will work closely with the technical team and City so that events and meetings are timed appropriately so that meaningful input to the process is obtained. Throughout the process, the Public Involvement Lead also will attend regular team meetings, review technical deliverables, provide creative direction for the continual updating of the vibrant and interactive project website, analyze results from surveys and the interactive mapping exercise and provide graphical depictions of the results (infographics), as well as distributing regular e-newsletters about the project and providing content for other organizations' newsletters. The Public Involvement Lead will also prepare for and attend TAC meetings, CTOC meetings, a General Plan Advisory Committee Meeting, City Council Work Sessions, and up to 16 additional stakeholder meetings and a number of community events to be identified within the Program Design phase.

Meetings

- Up to 6 technical advisory committee meetings
- Up to 6 Citizen's Transportation Oversight Committee meetings
- General Plan Advisory Committee meeting
- Up to 16 additional stakeholder meetings
- Up to 12 hours attendance at community events to be identified within the Program Design phase

Deliverables:

- Summary meeting notes for all meetings and events attended
- Up to 12 updates to the project web page
- Provide monthly summary of webpage comments for scheduled duration of project

Website Development and Interactive Mapping Tool

HDR will plan, design, develop, and implement a website and interactive mapping tool for the City of Glendale that will provide citizens with access to relevant project information and the ability to submit map based comments.

This project scope includes:

1. Designing, developing and hosting a modern, user-friendly website
2. Creating an interactive web-map displaying project information for each phase of the project
3. Building a location-aware database to store all comments and allow easy searching, sorting, analysis and exporting by public involvement staff.
4. Regular website maintenance and content updates

Website Development

HDR will design and develop a modern website that allows users to:

- Find up-to-date project information and news

- Contribute comments via an interactive mapping tool [commenting would be a feature on every webpage – whether information page, survey page, or map]
- Sign up for project updates and newsletters

The development of the website and map tool will be divided among 4 tasks: Website Design, Database Development, Web Hosting, and Maintenance and Support.

Task 2.a – Website Design

Once notice to proceed is received, HDR will begin to design the overall website layout including content areas, footers, logos, and user interface elements like navigation menu and a contact form.

All elements and content will be setup with consideration for search engine optimization (SEO). SEO will ensure the site ranks highly in Google and Bing and can easily be found with keyword search.

The site will include pages for general project information, frequently asked questions, contact information, news and public meeting announcements.

A full-screen interactive map will be created that provides a robust set of mapping tools and functionality as well as seamless integration with the project GIS datasets. The map will provide the following functionality:

1. View project data - Project limits, transit data, land use, open space, etc.
2. Clickable map features – An info window in the map will display summary information for the clicked feature(s)
3. Map legend – A legend will identify map features and allow users to turn layers on and off.
4. Map-based commenting – Users will be able to submit comment(s) for a specific location. Icons on the map will indicate the primary concern (bike, pedestrian, congestion, etc.) their comment addresses.
5. Multiple Basemaps – Users will have the option of using aerial imagery or street map backgrounds

Assumptions

- All content will be posted/updated on the website by HDR staff
- No more than 10 project GIS layers will be included in the map
- The City will provide high quality logos

Deliverables

- Link to development version of the web site for testing and review
- Live site publically available
- Website Source Code
- Website User Guide

Task 2.b – Database Setup

All comments received from the website will be stored in a single centralized database. The database will be designed to store the following information:

- First and Last Name
- Email Address
- Mailing Address

- Comment Text
- Comment Category
- Latitude and Longitude
- Whether the commenter would like to be added to the project mailing list

The database will allow for data to be easily analyzed and exported to various formats, for example, GIS software, Microsoft Access or Microsoft Excel.

While the database will be built as a SQL Server Database, the database will also be an ESRI SDE Geodatabase allowing full use of ArcGIS Desktop for visualization, editing and export of data if necessary.

HDR will create an automated database generated report that can be emailed to the project team weekly that summarizes all the comments received during the previous week.

Assumptions

- No more than 1 report will be setup for automated delivery

Deliverables

- A SQL database with tables for storing comments

Task 2.c – Web Hosting & Domain Registration

During development of the website and mapping application, HDR will host the site on a testing server and provide access to the project team for review. Once development is complete, HDR will publish the site to Microsoft Azure, a cloud hosting platform that is cost effective, reliable and can scale up in power as needed.

HDR's web development tools and version control system integrate directly with Microsoft Azure making it fast and efficient to make updates to the live website.

Assumptions

- HDR will provide domain registration and website hosting through 2016

Deliverables

- Custom domain name registration
- Website hosting and maintenance

Task 2.d – Maintenance and Support

HDR will provide all support for website hosting, regular maintenance, domain registrations and content updates.

Assumptions

- HDR assumed no more than 8 hours per month for website support once development is complete and the site is live

Task 3 – Multimodal Transportation Needs Assessment (Gap Analysis)

With input from TAC, CTOC, public outreach process, and information from Task 1 and Task 2, the Study Team will prepare a preliminary multimodal transportation needs assessment. The needs assessment, or Gap Analysis, will evaluate each mode to identify system improvements—in the context of the other modes (e.g., transit route needs to consider pedestrian and bicycle access). The intent of the Gap Analysis is to identify opportunities to expand the network through improvements in the existing (and planned) system.

The Study Team will use the gap analysis results to identify transit priority corridors. These corridors will prioritize transit service and facility improvements based on transit performance and need. Examples include high capacity transit corridors, bus priority corridors, or neighborhood circulator areas.

As part of the Gap Analysis, the Study Team will consider alternate methods to accommodate all modes through an approach referred to as *Complete Streets*. *Complete Streets* are designed and operate to enable safe access for all users, including pedestrians, bicyclists, motorists, and transit riders of all ages and abilities. Through the PIP, the Study Team will engage stakeholders in a discussion of Complete Streets principles with the intent of soliciting support for official consideration of a policy or guidance document (i.e., a Glendale "*Complete Streets*" policy).

A review of the City's arterial streets (via windshield survey and Google measurement) will assess the potential to reallocate lane widths to accommodate striped bicycle lanes. This effort will include a review of the City's arterial street standards, and, if appropriate, provide up to three alternate standards that accommodates a striped bicycle lane. The purpose of this exercise being to provide general guidance on gaps and potential alternatives to consider.

The Study Team will assess the City's current and projected transportation improvement funding. This information will inform the prioritization of projects in the next phase of work.

The Gap Analysis will identify:

- Specific shortcomings in the system (both existing and planned) related to connectivity and continuity for all modes (note, the *2009 Plan Assessment* will evaluate specific gaps in delivery, as relates to the 2009 Plan)
- Typical transit standards and performance measures for various types of transit service
- Typical lane widths on the City's arterial streets and the capacity to accommodate a striped bike lane
- Stakeholder support for adoption of a City-wide Complete Street policy
- Additional recommendations for Glendale to implement prior to reapplying to become a League of American Bicyclists' *Bicycle Friendly City*

Meetings:

- **TAC meeting #4** and **CTOC meeting #4** – *Discuss the Gap Analysis memo, arterial street evaluation, and Complete Streets policy*
- **Citizen Bicycle Advisory Committee meeting #2 -** *Discuss the findings of Tasks 1 and 3 and solicit comments.*

Deliverables:

- One draft *Gap Analysis Memo* for TAC, CTOC, and stakeholder review (PDF and up to 30 printed copies)
- One final *Gap Analysis Memo* (PDF)

Task 4 – Recommendations and Refinement

Through an iterative process of technical evaluation and coordination with the City, the Study Team will identify a recommended multimodal improvement plan that prioritizes needs. Working with the identified goals of the transportation master plan, the evaluation criteria, and information derived from the existing and future conditions assessments, the Study Team will identify roadway, transit, and nonmotorized concepts for the City.

Performance Evaluation/Project Ranking and Prioritization. This process will begin by reviewing the improvement projects identified through the Gap Analysis and stakeholder input. Based on the evaluation criteria previously identified, each project will be evaluated to determine its ranking. Using the updated goals and objectives, and the transportation funding identified through the Gap Analysis, the ranked projects will be prioritized by plan horizon year. A summary table will be developed that lists the projects by horizon year with short description, potential funding sources and the entity(ies) responsible for implementation. The list will also be presented graphically for each of the Plan horizon years as the Transportation Plan.

Projects that have been identified as either regionally significant or beyond the funding identified in the Plan will be carried forward as "illustrative projects." It is important to note that while these "illustrative" projects may not have funding today, they are captured in the Plan so they continue to receive attention and consideration as regional or other funding opportunities become available.

Recommended Improvements. The results of performance evaluation and project ranking will be the basis for a workshop with City staff to generate a list of recommended improvements. This information will then be presented at a TAC and CTOC meeting to solicit these groups' input as well.

The recommendations that come out of these discussions will be included in the draft Plan for further consideration and comment. The recommended improvements will include all modes of transportation—roadway, transit, and nonmotorized.

These recommended improvements will be added to the 2040 baseline network and represent the 2040 transportation plan.

Prepare a revised Glendale Bicycle Map. Using the information from the existing Glendale Bicycle Map and results from the Gap Analysis, the Study Team will prepare a new Glendale Bicycle Map, a user-friendly, comprehensive, City-wide exhibit that encompasses the Bicycle Element of the Transportation Plan.

Transit. Using transit performance data from the existing and future conditions assessment and results from the needs assessment (gap analysis), the Study Team will develop transit alternatives for each planning horizon. The transit alternatives will include an activity-based transit network that identifies transit priority corridors and multi-modal connections within the City but that is also integrated into the

regional transit system. The Study Team will also identify transit supportive policies and transit performance measures that can be used to prioritize transit service improvements.

Cost Estimates. Using the latest available actual cost data, the Study Team will develop planning-level capital cost estimates for the transportation system recommended improvements, including engineering, right-of-way and construction costs. The Plan will identify project priorities, financial plans, project responsibilities, and partnering opportunities for each improvement.

Funding. The Study Team, with the City, will assess funding options and prepare a funding plan that incorporates costs of the 2015 Transportation Plan Update, including maintenance, operating, capital, and bonding costs.

As a starting point, the Study Team will work with the City of Glendale Financial Services and Public Works Departments to assure that the sources, assumptions, methodology, and projections are consistent with the financial projections developed and updated on an ongoing basis for the City's Capital Improvement Program (CIP). We will also assure that the priorities established for using funds are consistent with the City's priorities for the CIP with respect to 1) improvement of existing assets; 2) replacement of existing assets; and 3) construction of new assets.

Transportation Funding Options. The Study Team will evaluate funding options to determine projected revenue parameters for recommended improvements and establish priorities. A subset of 2040 improvements will be developed for 2020 and 2030 (short- and medium-terms, respectively). Additional funding options, beyond the traditional means for paying for transportation improvements, will be identified and discussed as part of the Plan.

The improvement projects will be compared to the City's financial resources including state and federal aid, grants, state shared revenues, local tax revenues, and development exactions such as transportation impact fees. The purpose of this comparison is to identify the 2040 improvements that make the best use of expected resources.

The Plan will also:

- Discuss potential alternative funding strategies, including their revenue potential and limitations of use
- Incorporate O&M elements (provided by the City)
- Include a finance and implementation plan for the major capital projects identified in the Plan
- Identify a future fiber plan for connecting to the Traffic Management Center, based on existing wireless and fiber construction and future needs.

***Complete Streets*.** As part of the planning process the Study Team will evaluate and make a recommendation for the implementation of a *Complete Streets* policy. The recommendation will be formulated based on the information the Study Team acquires through outreach, *Complete Streets* dialogue with stakeholder groups and input from the City. In collaboration with the Project Management Team, the Study Team will develop a policy for City's consideration for adoption. The *Complete Streets* recommendations will be consistent with the modal plans described herein.

Meetings

- **TAC meeting #5 and CTOC meeting #5** - Review and discuss the draft recommendations
- Study Team will attend a **City Council work session (#2)** to provide a project overview, present initial recommendations and information, and solicit feedback on the Plan

Deliverables

- *Draft Transportation Master Plan Recommendations* for TAC review (PDF and 15 color copies)
- *Revised Draft Transportation Master Plan Recommendations*, incorporating TAC comments, for presentation to the CTOC and City Council (PDF and 30 color copies)

Task 5 Draft and Final Plan

The Study Team will prepare the Glendale Transportation Plan by concisely and logically presenting the findings and recommendations identified through the planning process. Interim deliverables will be referenced, but not necessarily incorporated verbatim into the plan. The Plan will be in a narrative format and present information graphically where possible, to create a visual document and where necessary supporting documentation will be included as appendices to the document. The following outlines the major components to be included.

Modal Plans

This section discusses the specific deliverables that comprise the Glendale Transportation Master Plan update. While the referenced sections can stand alone, the Plan should be considered in its entirety, as the modal plans are intended to work together.

The Plan will bring together the modal plans by describing:

- The overall goals and objectives of the Plan
- A summary of the recommended improvements based on the identified planning horizons (by mode). For the short-term and specific mid-term recommended improvements that are fiscally constrained, sketch-planning level project cost estimates
- An *illustrative plan* (long-range) that identifies those projects that support the goals of the Plan, but where no specific funding has been identified, or where the project, timing, and implementation are the responsibility of others (e.g., ADOT, MAG, private development).
- An implementation Plan that addresses the funding of the recommended improvements identified in the Plan
- A discussion of the operations and maintenance of each modal element, at a master planning level.

The Executive Summary of the Plan will be a stand-alone document that will address the major short, mid-, and long-range recommendations in a concise booklet or poster format (to be decided by Project Management Team). The Executive Summary will present the information graphically, using maps, figures and charts. Copies (as described in deliverables) of this Executive Summary will include a sleeve containing a cd with the electronic copies of the major project deliverables.

Street network/roadway section of the plan will include:

- A discussion of the roadway system and improvements that are recommended
- A section that discusses forecast conditions, and how the Plan addresses those conditions

- Level of Service maps which illustrate the roadway congestion forecast for the plan horizons
- (note: the City's roadway standards will be incorporated by reference)
- Future classification network map for Glendale
- A section that addresses operations and maintenance and the City's ITS Plan

The Pedestrian and Bicycle section of the Plan will include:

- A discussion of the needs and types of bicyclists and pedestrians
- descriptions of the types of bicycle and pedestrian amenities and improvements that are recommended
- A section that discusses specifically the improvements or actions that will increase the odds of A successful *Bicycle Friendly City* application
- A discussion of land use and planning policies that would help to make the city more accessible to nonmotorized and transit users, including end-of-trip amenities
- A discussion on the benefits of wayfinding

The primary product for the Pedestrian and Bicycle element will be the updated *Bicycle Map*. It will be primarily targeted toward bicycle users, mapping the existing facilities and providing safety tips. However, it could also include information on the city's nonmotorized policies, *Complete Streets*, or planned facilities.

The Aviation section of the Plan will include:

- A discussion of regional aviation issues and needs, including ground access to the facilities
- A discussion of the goals and objectives that support the Glendale Municipal Airport and Luke Air Force Base and provide for the protection and enhancement of the facilities and operations, aircraft noise mitigation issues, ground access, and support
- A presentation of the facilities plans for possible growth through anticipated or planned infrastructure improvements.

The Transit section of the Plan will include:

- Existing transit service (routes, frequency, and hours)
- Existing transit performance (ridership, costs, etc.)
- Coordination with various transit planning and corridor studies
- Existing and future transit needs in the City
- Descriptions of transit alternatives for each planning horizon
- Transit priority corridors that are integrated into the regional transit system
- Identification of transit project list, including costs for near-term projects

Upon completion of the project, HDR will provide the Plan and supporting documents, ESRI shapefiles (and or geodatabase), in electronic format to the City of Glendale.

Meetings

- Study Team will attend the **City Council hearing** adopting the Plan

Deliverables

- *Draft Transportation Master Plan* for review (PDF and 40 color, bound printed copies)
- *Revised draft Transportation Master Plan*, incorporating comments, for presentation to City Council (PDF and 15 color, bound printed copies)
- *Draft Executive Summary* (PDF and 30 color printed copies)
- *Final Executive Summary* (PDF and 30 color printed copies including cd with relevant project workproducts [including the Plan] in attached sleeve)
- *Final Transportation Master Plan* (PDF and 15 color, bound printed copies)

Assumptions

1. Study documents will be prepared using Microsoft Word, Excel, InDesign, and/or PowerPoint, based upon prior agreement of the Project Management Team. Deliverables will be provided in PDF format and printed copies as noted in this workplan.
2. Costs of maintenance activities (unit or one-time costs) to be provided by City of Glendale based on its experience.
3. Maps will be prepared using ESRI products, and may be converted to graphic elements for presentation of data in the Plan and presentation materials. All GIS data will be in either shapefile or geodatabase format.
4. The Study Team will rely on existing fiber and wireless ITS conduit information from the City of Glendale.

Owner Contingency

The Glendale *Transportation Master Plan* project budget includes a 10 percent contingency line item that may be used by the City of Glendale for special studies, outreach activities, or other activities in support of the project but not specified in this scope of work. HDR would submit a task order and fee estimate to the Glendale project manager for approval prior to use of these contingency funds.

Transit Strategic Plan (stand-alone element)

The Transit Strategic Plan will be a stand alone document that serves several primary purposes:

- Identifies the future transit network within the City for each planning horizon
- Identifies transit projects in Glendale that could be included in the future MAG Regional Transportation Plan (“Proposition 500”)
- Evaluates existing system policies/procedures including organizational structure of Glendale Transit (Dial-A-Ride and GUS) and provide recommendations to improve system performance and enhance customer service.

The Transit Strategic Plan will include the following:

- Existing transit service (routes, frequency, and hours)

- Evaluate existing system policies/procedures including organizational structure of Glendale Transit (Dial-A-Ride and GUS) and provide recommendations to improve system performance and enhance customer service.
- Existing transit performance (ridership, costs, etc.)
- Coordination with various transit planning and corridor studies
- Existing and future transit needs in the City
- Descriptions of transit alternatives for each planning horizon
- Transit priority corridors that are integrated into the regional transit system
- Identification of transit project list, including costs for near-term projects
- Identification of transit supportive policies
- Staffing planning related to City of Glendale' GUS and dial-a-ride services
- Identification of transit standards and performance measures
- Opportunities where the City can leverage transit investments made by other jurisdictions, such as the cities of Phoenix and Peoria.
- Operational and funding analysis for City operated transit service, such as the Glendale Urban Shuttle (GUS) and Dial-a-Ride

EXHIBIT C
Professional Services Agreement

SCHEDULE

(Cover Page)

Project Schedule

The scope follows the 18 month project schedule identified in the SOQ, with completion of Final Plan expected by November 2016. Refer to *Project Schedule* exhibit on following page.

Upon meeting with the Project Management Team at the onset of the project (refer to Task O – Project Initiation) the Study Team will prepare a detailed Gantt chart of the project schedule relating the work tasks, public involvement activities and major deliverables to the 18-month project schedule.

18 MONTHS

CONTIGENCY

Jun '15 | Jul | Aug | Sep | Oct | Nov | Dec | Jan '16 | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec | Jan '17

Begin Project / Refine Work Plan*

Evaluate Future Conditions*

Costing and Funding* Operations and Maintenance

Existing Conditions / 2009 Plan Assessment*
Goals, Objectives and Evaluation Tools Development*

Performance Evaluation / Project Ranking*

Travel Modeling / Microsimulation
Scenario Modeling

Assess / Recommend Multimodal Transportation Needs*

Future Multimodal Transportation Needs*

Complete Project*

Transportation Review Meetings

CTOC Meetings

General Plan Advisory Committee

City Council Worksessions and Meetings

Public Outreach/ Community Events
Focus Group Meetings

EXHIBIT D
Professional Services Agreement

COMPENSATION

METHOD AND AMOUNT OF COMPENSATION

The consultant will be paid on a time and materials basis according to the attached fee proposal.

NOT-TO-EXCEED AMOUNT

The total amount of compensation paid to Consultant for full completion of all work required by the Project during the entire term of the Project must not exceed $588.528.00.

DETAILED PROJECT COMPENSATION

The "must not exceed" amount above includes an owner contigency of $53,503.00, representing 10 percent of the overall project cost.

See the attached spreadsheet for the detailed fee proposal.

Glendale Transportation Master Plan

Task Description	Total Hours	Sr. Project Advisor	Project Advisor	Project Mgr/ Transit Mgr	Sr. Planner/ Engineer	Planner/ Engineer	Technician	Tech Editor	Admin/GIS	PI Lead	Graphic Designer	Activity Fee
		D Skinner, S Decker, S Greene	T Gruver, S Sikel	Michael LaBianca/ M Taunton	S Shipp	S Devarakonda, L Paty	F Chowdhury, A Moore, M Cooper	S Shippers	B Bailly, C Noone, P Gappa, J Elenzano	K Darr	KDA	
		$296	*$186*	*$172*	*$152*	*$140*	*$122*	*$108*	*$90*	*$130*	*$75*	
Task 0 Project Initiation and Project Management	**324**	**0**	**0**	**248**	**0**	**8**	**0**	**0**	**68**	**0**	**0**	**$ 49,896.00**
Project Initiation	*56*			*32*		*8*			*16*			*$ 8,064.00*
Project Management	*268*			*216*					*52*			*$ 41,832.00*
Task 1 Project Understanding and Context	**954**	**6**	**24**	**120**	**0**	**160**	**336**	**24**	**284**	**0**	**0**	**$ 118,424**
Task 1.a 2009 Transportation Plan Assessment	*258*	*2*		*44*		*36*	*92*	*8*	*76*			*$ 20,904.00*
Task 1.b Existing Conditions Assessment	*398*	*2*	*16*	*44*		*60*	*148*	*8*	*120*			*$ 31,200.00*
Task 1.c Future Conditions Assessment	*298*	*2*	*8*	*32*		*64*	*96*	*8*	*88*			*$ 25,328.00*
Task 2 Public Involvement	**1182**	**2**	**0**	**172**	**0**	**40**	**174**	**12**	**72**	**516**	**194**	**$ 146,410**
Phase I	*160*	*2*		*16*		*4*				*80*	*58*	*$ 18,654.00*
Phase II	*716*			*144*		*36*	*24*		*40*	*336*	*136*	*$ 87,288.00*
Web page hosting and content activities	*306*			*12*			*150*	*12*	*32*	*100*		*$ 19,240.00*
Task 3 Multimodal Needs Assessment	**344**	**4**	**0**	**76**	**0**	**48**	**88**	**8**	**120**	**0**	**0**	**$ 43,376**
Gap Analysis	*344*	*4*		*76*		*48*	*88*	*8*	*120*			*$ 32,640.00*
Task 4 Recommendations and Refinement	**304**	**20**	**8**	**72**	**26**	**22**	**76**	**0**	**64**	**16**	**0**	**$ 43,936**
Performance Evaluation, Project Ranking and Prioritization	*112*	*4*	*4*	*28*		*12*	*32*		*24*	*8*		*$ 11,624*
Recommended Improvements	*114*		*4*	*32*		*6*	*40*		*24*	*8*		*$ 10,288*
Funding	*78*	*16*		*12*	*26*	*4*	*4*		*16*			*$ 8,800*
Task 5 Draft and Final Plan	**596**	**12**	**12**	**124**	**0**	**136**	**148**	**12**	**132**	**20**	**0**	**$ 79,984**
Multimodal Transportation Needs	*192*	*4*	*4*	*36*		*64*	*36*		*40*	*8*		*$ 21,720.00*
Alternative Scenario Development	*158*	*4*	*4*	*20*		*32*	*54*		*40*	*4*		*$ 13,968.00*
Development of the Preferred Alternative	*158*	*4*	*4*	*36*		*32*	*38*		*40*	*4*		*$ 16,720.00*
Final Report and Council Presentation	*88*			*32*		*8*	*20*	*12*	*12*	*4*		*$ 9,520.00*
Transit Strategic Plan	**306**	**2**	**0**	**52**	**76**	**32**	**72**	**8**	**56**	**8**	**0**	**$ 41,296**
Draft Report	*214*	*2*		*32*	*64*	*8*	*52*	*8*	*40*	*8*		*$ 12,720.00*
Final Report and Council Presentation	*92*			*20*	*12*	*24*	*20*		*16*			*$ 8,240.00*
Total Project Hours (Basic Services)	**4,010**	**46**	**44**	**864**	**102**	**446**	**894**	**64**	**796**	**560**	**194**	
HDR Labor Rate		$ 296	$ 186	$ 172	$ 152	$ 140	$ 122	$ 108	$ 90	$ 130	$ 75	
HDR Labor Cost	**$ 523,322**	$ 13,616	$ 8,184	$ 148,608	$ 15,504	$ 62,440	$ 109,068	$ 6,912	$ 71,640	$ 72,800	$ 14,550	

Other Direct Costs		
Public Involvement activities (meeting materials, advertisement, etc.)		6,000
Travel	*$*	*1,818*
Printing, mailing, deliveries	*$*	*3,886*
Other Direct Costs Subtotal	**$**	**11,704**
Total Project Cost	**$**	**535,026**
Owner Contingency (10 percent overall project cost)	**$**	**53,503**
Project Budget Including 10 percent Owner Contingency	**$**	**588,528**

EXHIBIT E
Professional Services Agreement

DISPUTE RESOLUTION

1. Disputes.

1.1 Commitment. The parties commit to resolving all disputes promptly, equitably, and in a good-faith, cost-effective manner.

1.2 Application. The provisions of this Exhibit will be used by the parties to resolve all controversies, claims, or disputes ("Dispute") arising out of or related to this Agreement-including Disputes regarding any alleged breaches of this Agreement.

1.3 Initiation. A party may initiate a Dispute by delivery of written notice of the Dispute, including the specifics of the Dispute, to the Representative of the other party as required in this Agreement.

1.4 Informal Resolution. When a Dispute notice is given, the parties will designate a member of their senior management who will be authorized to expeditiously resolve the Dispute.

a. The parties will provide each other with reasonable access during normal business hours to any and all non-privileged records, information and data pertaining to any Dispute in order to assist in resolving the Dispute as expeditiously and cost effectively as possible;

b. The parties' senior managers will meet within 10 business days to discuss and attempt to resolve the Dispute promptly, equitably, and in a good faith manner, and

c. The Senior Managers will agree to subsequent meetings if both parties agree that further meetings are necessary to reach a resolution of the Dispute.

2. Arbitration.

2.1 Rules. If the parties are unable to resolve the Dispute by negotiation within 30 days from the Dispute notice, and unless otherwise informal discussions are extended by the mutual agreement, the Dispute will be decided by binding arbitration in accordance with Construction Industry Rules of the AAA, as amended herein. Although the arbitration will be conducted in accordance with AAA Rules, it will not be administered by the AAA, but will be heard independently.

a. The parties will exercise best efforts to select an arbitrator within five business days after agreement for arbitration. If the parties have not agreed upon an arbitrator within this period, the parties will submit the selection of the arbitrator to one of the principals of the mediation firm of Scott & Skelly, LLC, who will then select the arbitrator. The parties will equally share the fees and costs incurred in the selection of the arbitrator.

b. The arbitrator selected must be an attorney with at least 15 years' experience with commercial construction legal matters in Maricopa County, Arizona, be independent, impartial, and not have engaged in any business for or adverse to either Party for at least 10 years.

2.2 Discovery. The extent and the time set for discovery will be as determined by the arbitrator. Each Party must, however, within 10 days of selection of an arbitrator deliver to the other Party copies of all documents in the delivering party's possession that are relevant to the dispute.

2.3 Hearing. The arbitration hearing will be held within 90 days of the appointment of the arbitrator. The arbitration hearing, all proceedings, and all discovery will be conducted in Glendale, Arizona unless otherwise agreed by the parties or required as a result of witness location. Telephonic hearings and other reasonable arrangements may be used to minimize costs.

2.4 Award. At the arbitration hearing, each Party will submit its position to the arbitrator, evidence to support that position, and the exact award sought in this matter with specificity. The arbitrator must select the award sought by one of the parties as the final judgment and may not independently alter or modify the awards sought by the parties, fashion any remedy, or make any equitable order. The arbitrator has no authority to consider or award punitive damages.

2.5 Final Decision. The Arbitrator's decision should be rendered within 15 days after the arbitration hearing is concluded. This decision will be final and binding on the Parties.

2.6 Costs. The prevailing party may enter the arbitration in any court having jurisdiction in order to convert it to a judgment. The non-prevailing party will pay all of the prevailing party's arbitration costs and expenses, including reasonable attorney's fees and costs.

3. Services to Continue Pending Dispute. Unless otherwise agreed to in writing, Consultant must continue to perform and maintain progress of required Services during any Dispute resolution or arbitration proceedings, and City will continue to make payment to Consultant in accordance with this Agreement.

4. Exceptions.

4.1 Third Party Claims. City and Consultant are not required to arbitrate any third-party claim, cross-claim, counter claim, or other claim or defense of a third party who is not obligated by contract to arbitrate disputes with City and Consultant.

4.2 Liens. City or Consultant may commence and prosecute a civil action to contest a lien or stop notice, or enforce any lien or stop notice, but only to the extent the lien or stop notice the Party seeks to enforce is enforceable under Arizona Law, including, without limitation, an action under A.R.S. § 33-420, without the necessity of initiating or exhausting the procedures of this Exhibit.

4.3 Governmental Actions. This Exhibit does not apply to, and must not be construed to require arbitration of, any claims, actions or other process filed or issued by City of Glendale Building Safety Department or any other agency of City acting in its governmental permitting or other regulatory capacity.

File #: 15-408, **Version:** 1

AUTHORIZATION FOR COOPERATIVE PURCHASE OF TIRES AND SERVICES WITH BRIDGESTONE AMERICAS TIRE OPERATIONS, LLC

Staff Contact: Jack Friedline, Director, Public Works

Purpose and Recommended Action

This is a request for City Council to authorize the Acting City Manager to enter into a nine month agreement with Bridgestone Americas Tire Operations, LLC, for the cooperative purchase of tires and services from their cooperative agreement with the State of Arizona Contract #ADSPO12-021289, in a total amount not to exceed $445,000 in fiscal year 2015-16, and to authorize the Acting City Manager to renew the agreement, at the Acting City Manager's discretion, for three additional one-year extensions in an amount not to exceed $1,958,000 over the full term of the agreement pending annual budget approval.

Background

The City of Glendale owns and maintains a city fleet of approximately 1,300 vehicles and associated equipment. This fleet of vehicles and equipment is used to support key city functions including police and fire services, community services, public works and water services.

The Equipment Management Division of the Public Works Department is responsible for purchasing, maintaining, and repairing city vehicles and charges the cost related to repairs and maintenance back to the corresponding departments. Cost related to tire purchases by department or division as a percentage is as follows: Police and Fire Departments (31%), Water Services and Public Works Departments (including Field Operations, Sanitation and Transportation divisions) (60%), remaining city departments and motor pool (9%). If tires cannot be repaired or recapped, they require replacement in order to ensure vehicle safety and reliability.

The Equipment Management division, as well as the Glendale Municipal Landfill and Materials Recovery Facility (MRF) routinely purchase tires and services utilizing state cooperative contracts due to the preferred pricing offered by vendors. The Arizona State Purchasing Cooperative is a program where members may participate in cooperative procurement opportunities through the use of designated Arizona State Contracts and other related services.

Bridgestone Americas Tire Operations, LLC, was awarded a contract by the State of Arizona for the purchase of tires, tubes and services and staff is requesting to use this cooperative purchasing agreement. The Arizona State Contract offers an Authorized Dealer Listing provided by Bridgestone Americas Tire Operations, LLC, which permits numerous vendors the opportunity to do business with other governmental agencies through this contract. As a result, Phoenix Tire and GCR Tires & Services will be used from the Authorized Dealer Listing for the purchase of tires and services.

Materials Management has reviewed and approved the utilization of the cooperative purchasing agreement with the State of Arizona for tires, tubes and services as outlined herein.

Analysis

Due to the diversity of the fleet, multiple vendors are required in order to secure a range of tires and services for city operations (on-road, off-road, passenger and light duty vehicles, motorcycles, tractors, heavy duty trucks and equipment). The Equipment Management and Landfill/MRF divisions utilize numerous vendors to purchase on-road passenger tires, miscellaneous equipment tires, and off-road tires for heavy equipment and services. As different vehicle types require different tires, the department researches the lowest cost offered through existing state contracts.

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

Staff recommends authorizing the expenditure of funds utilizing the Bridgestone Authorized Dealers Listing in an amount not to exceed $445,000 for FY 2015-16, for the purchase of tires and services for use on city vehicles and equipment beginning on July 1, 2015 to March 31, 2016, with the option to extend an additional three years, in one-year increments, in an amount not to exceed $1,958,000 over the full term of the agreement. This is a request for expenditure authority only and does not mean the city will expend the full annual authorized amount for the purchase of tires and services.

Previous Related Council Action

On September 23, 2014, Council authorized expenditure of funds for the cooperative purchase of tires and services from GCR Tire Centers in a total amount not to exceed $280,000 for FY 2014-15, and ratified the expenditure of funds in the amount of $9,000 for tire services rendered from July 1, 2014 to September 23, 2014.

On August 13, 2013, Council authorized the cooperative purchase of tires and service obtained in a total amount not to exceed $850,000 for FY 2013-14. Included in this action was the cooperative purchase of tires and services from GCR Tire Centers, Michelin North America, Inc., Phoenix Tire, Inc., Purcell's Western States Tire, and Redburn Tire Company.

On May 28, 2013, Council adopted resolution No. 4681 New Series to allow continued use of Arizona State cooperative purchasing agreements.

Community Benefit/Public Involvement

The purchase of tires and services is necessary to keep the city fleet of vehicles and equipment legal, safe and operational while delivering city services to the community.

The combined purchasing power of the State Cooperative Purchasing produces the lowest possible volume prices and makes for the most effective use of available funding. The bids are publicly advertised and all Arizona firms have an opportunity to participate.

Budget and Financial Impacts

Funding is available in the FY 2015-16 Equipment Management, Landfill and Materials Recovery Facility operating and maintenance budgets. Expenditures are not to exceed $445,000 for FY 2015-16, and an amount not to exceed $1,958,000, including inflationary adjustments, over the full term of the agreement pending annual budget approval.

Equipment Management will be utilizing $250,000 for the purchase of on-road passenger and miscellaneous equipment tires. The Landfill will be utilizing $120,000 for the purchase of off-road tires for heavy equipment and $50,000 for tire services. The MRF will be utilizing $10,000 for the purchase of off-road tires for heavy equipment and $15,000 for tire services.

Cost	Fund-Department-Account
$250,000	**2590-18300-523220, Fleet Management**
$120,000	**2440-17710-523400, Landfill**
$50,000	**2440-17710-516200, Landfill**
$10,000	**2440-17750-523400, Materials Recovery Facility - Operations**
$15,000	**2440-17750-516200, Materials Recovery Facility - Operations**

Capital Expense? No

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?

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LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
BRIDGESTONE AMERICAS TIRE OPERATIONS, LLC

THIS LINKING AGREEMENT (this "Agreement") is entered into as of this day of , 20 , between the City of Glendale, an Arizona municipal corporation (the "City"), and Bridgestone Americas Tire Operations, LLC, a Delaware foreign limited liability company, authorized to do business in Arizona ("Contractor"), collectively, the "Parties."

RECITALS

A. On May 30, 2012, under the Arizona State Purchasing Cooperative Agreement, the State of Arizona entered into a contract with Contractor to purchase the goods and services described in the Tires, Tubes and Services Contract, Contract No. ADSPO12-021289, which is attached hereto as Exhibit A. The Tires, Tubes and Services Contract permits its cooperative use by other governmental agencies including the City. The Tires, Tubes and Services Contract is hereinafter referred at as the Cooperative Purchasing Agreement.

B. Section 2-149 of the City's Procurement Code permits the Materials Manager to procure goods and services by participating with other governmental units in cooperative purchasing agreements when the best interests of the City would be served.

C. Section 2-149 also provides that Materials Manager may enter into such cooperative agreements without meeting the formal or informal solicitation and bid requirements of Glendale City Code Sections 2-145 and 2-146.

D. The City desires to contract with Contractor for supplies or services identical, or nearly identical, to the supplies or services Contractor is providing other units of government under the Cooperative Purchasing Agreement. Contractor consents to the City's utilization of the Cooperative Purchasing Agreement as the basis of this Agreement, and Contractor desires to enter into this Agreement to provide the supplies and services set forth in this Agreement.

AGREEMENT

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

1. Term of Agreement. The City is purchasing the supplies and/or services from Contractor pursuant to Cooperative Purchasing Agreement. According to the Cooperative Purchasing Agreement award and rate sheet, which are attached hereto as part of Exhibit B, purchases can be made by governmental entities from the date of award, which was May 30, 2012, until the date the contract expires on March 31, 2016, unless the term of the Cooperative Purchasing Agreement is extended by the mutual agreement of the original contracting parties. The Cooperative Purchasing Agreement, however, may not extend the contract

beyond March 31, 2019. The initial period of this Agreement therefore is the period from the Effective Date of this Agreement until March 31, 2016. The City, however, may renew the term of this Agreement for three (3) additional one-year periods until the Cooperative Purchasing Agreement expires on March 31, 2019. Renewals are not automatic and shall only occur if the City gives the Contractor notice of its intent to renew. The City may give the Contractor notice of its intent to renew this Agreement 30 days prior to the anniversary of the Effective Date to effectuate such a one-year renewal.

2. Scope of Work; Terms, Conditions, and Specifications.

   A. Contractor shall provide City the supplies and/or services identified in the Scope of Work attached hereto as Exhibit B.

   B. Contractor agrees to comply with all the terms, conditions and specifications of the Cooperative Purchasing Agreement. Such terms, conditions and specifications are specifically incorporate into and are an enforceable part of this Agreement.

3. Compensation.

   A. City shall pay Vendor compensation at the same rate and on the same schedule as the Cooperative Purchasing Agreement, unless the City and Contractor agree otherwise, as provided in Exhibit C hereto.

   B. The total purchase price for the supplies and/or services purchased under this Agreement shall not exceed $445,000 for fiscal year 2015-16, or a maximum of one million nine hundred and fifty eight thousand dollars over the full term of the agreement. ($1,958,000).

4. Cancellation. This Agreement may be cancelled pursuant to A.R.S. § 38-511.

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

6. E-verify. Contractor complies with A.R.S. § 23-214 and agrees to comply with the requirements of A.R.S. § 41-4401.

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

City of Glendale
c/o Montana Slack, Ph.D.
6210 W. Myrtle Avenue, Suite #111
Glendale, Arizona 85301
623-930-2619

and

Bridgestone Americas Tire Operations, LLC
c/o Vicky Dunbar
Manager, Government Sales
535 Marriott Drive
Nashville, TN 37214-0990

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

"City"

City of Glendale, an Arizona municipal corporation

By: _____
Richard A. Bowers
Acting City Manager

"Contractor"

Bridgestone Americas Tire Operations, LLC, a Delaware foreign limited liability company

By: Linda Alberstadt
Name: Linda Alberstadt
Title: Manager, PR, Military, Government

ATTEST:

_____
Pamela Hanna (SEAL)
City Clerk

APPROVED AS TO FORM:

_____
Michael D. Bailey
City Attorney

EXHIBIT A

State of Arizona - Contract #ADSPO12-021289-Tires, Tubes and Services

Scope of Work

Cooperative Organization: Western States Contracting Alliance (WSCA)
WSCA Master Price Agreement No.: MA210

Contract Name: Tires, Tubes and Services
Contractor: BRIDGESTONE AMERICAS TIRE OPERATIONS, LLC

Lead State: State of Utah
Participating Entity: State of Arizona

1. **Scope:**
   This participating addendum covers the **Tires, Tubes and Services** contract lead by the State of Utah for use by the State of Arizona and its departments, agencies, commissions and boards. Eligible universities, political subdivisions and nonprofit educational or public health institutions who are members of the State Purchasing Cooperative may also participate at their discretion.

2. **Changes to WSCA Master Price Agreement:**
   See Arizona Special Terms and Conditions and Arizona Uniform Terms and Conditions.

3. **Participation:**
   Use of specific WSCA cooperative contracts by agencies, political subdivisions and other entities (including cooperatives) authorized by an individual state's statutes to use state/entity contracts are subject to the approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

4. **Individual Customer:**
   Each State agency and political subdivision, as a Participating Entity, that purchases products/services will be treated as if they were Individual Customers. Except to the extent modified by this Participating Addendum, each agency and political subdivision will be responsible to follow the terms and conditions of the Master Agreement; and they will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement. Each agency and political subdivision will be responsible for their own charges, fees, and liabilities. Each agency and political subdivision will have the same rights to any indemnity or to recover any costs allowed in the contract for their purchases. The Contractor will apply the charges to each Participating Entity individually.

5. **Primary Contacts:**
The primary contact individuals for this participating addendum are as follows (or their named successors):

LEAD STATE (UTAH)

Name	Reed Taylor, Purchasing Manager
Address	Division of Purchasing State of Utah 3150 State Office Building, Capitol Hill Salt Lake City, Utah 84114
Telephone	801-538-3709
Fax	801-538-3882
E-mail	rtaylor@utah.gov

CONTRACTOR

Name	Bridgestone Americas Tire Operations, LLC. – Vicky Dunbar
Address	525 Marriott Dr., Nashville, TN 37214
Telephone	615-9373693
Fax	615-493-0000
E-mail	dumbarvicky@bfusa.com

PARTICIPATING ENTITY (ARIZONA)

Name	Brian Ball
Address	100 N 15th Ave, Suite 201, Phoenix, AZ 85007
Telephone	602-542-2090
Fax	602-542-5508
E-mail	brian.ball@azdoa.gov

6. **Authorized Dealers:**

See Bridgestone Arizona Authorized Dealers attachment located as separate document in Attachments Tab of Contract in ProcureAZ.

1. DEFINITIONS

ProcureAZ terms. ProcureAZ (https://procure.az.gov) is the State's online eProcurement system. Although the system was configured for the State's needs, the application is based on a commercial product known as BuySpeed Online, made by Periscope Holdings, Inc. As a result, some of the terms used in the BuySpeed Online application may be semantically different to similar terms used by the State. The following terms are as they appear in BuySpeed Online (and ProcureAZ), along with their corresponding meanings as they apply to the solicitation.

"Actual Cost" means the total value of all items and their extended quantities.

"Alternate Id / Alternate ID" is an optional field and means any additional data in order to link a solicitation or project to a related project, activity or program.

"Attachments" means the section, as displayed in ProcureAZ, where the solicitation's electronic documents may be attached. Attachments as defined in the Uniform Instructions may include Solicitation Attachments, and/or as defined in the Uniform Terms and Conditions may include Contract Attachments.

"Buyer" means procurement officer.

"Catalog ID" is an optional data field and means an identification number to signify a group of related contracts.

"Contact Instructions" means the contact information for the procurement officer.

"Control Code" is an optional field and means an identification characteristic of the contract.

"Days ARO" means the number of days 'After Receipt of Order' in which the customer will receive the ordered materials and/or services.

"Department" means the customer for whom the solicitation or contract was conducted for.

"Discount %" is an optional field and means the standard discount applied to all items.

"Entered Date" means the date that the contract was awarded, not necessarily the date the contract starts, e.g., Master Blanket/Contract Begin Date.

"Fiscal Year" means the State Fiscal Year in which the solicitation was initiated. In the event of contract(s) resulting from the solicitation, the Fiscal Year shall remain unchanged.

"Freight Terms" means how freight will be charged under the contract.

"Header Information" means the section of the solicitation or contract, as displayed in ProcureAZ, containing solicitation or contract information other than the line items.

"Item information" means the section of the solicitation or contract, as displayed in ProcureAZ, containing the solicitation or contract line items.

"Location" means the specific customer, within the department, for whom the solicitation or contract was done.

"Master Blanket/Contract Begin Date" means the date that the contract starts.

"Master Blanket/Contract End Date" means the date that the contract ends.

"Master Blanket/Contract End Date (Maximum)" means the date that the contract may be extended through if all allowable term extensions are exercised.

"Master Blanket/Contract Vendor Distributor List" means the list of companies authorized to distribute the materials and/or services on behalf of the Contractor under the contract.

"Master Blanket Purchase Order" means the contract, indicating that the contract will be in effect over a stated period of time.

"Minor Status" is an optional data field and means a type of status indicator of the contract in ProcureAZ.

"Organization" means the state agency under whose authority the solicitation or contract was conducted.

"Payment Terms" means the period of time that payment is due after receipt of an accurate invoice.

"Pcard Enabled" is an optional data field and means that customers are allowed to use their purchasing card (P-Card or Pcard) to order from the contract within the ProcureAZ system.

"PO Acknowledgement" means the list the notifications to the Contractor and their acknowledgements of these notices.

"PO Type" means the period of time that the contract is in place, either a one-time transaction, Open Market, or for a stated period of time, Blanket.

"Print Dest Detail" is an optional data field and means a print format applicable to orders under the contract.

"Print Format" means the format of the solicitation or contract print output.

"Project No." is an optional field and means an identification characteristic of the contract.

"Purchase Order" means contract.

"Purchase Order Number" means the contract's identification number.

"Purchaser" means procurement officer.

"Receipt Method" means the method by which materials and/or services under the contract are received, either by amount spent, Dollar, or by item units, Quantity.

"Release Number" means the order number of each order under the contract. The Master Blanket/Contract will always reflect a zero "0" release number.

"Release Type" means the process that orders under the contract are subject to within ProcureAZ, requiring approval on an order-by-order basis, e.g., Standard Releases or not requiring approval, e.g., Direct Release.

"Retainage %" is an optional field and means the amount of the contract's value that is retained.

"Shipping Method" means the method of shipping to be used under the contract.

"Shipping Terms" means the point where the Contractor will ship the materials and/or services to, and if accepted, the point when responsibility and title passes from the Contractor to the State.

"Short Description" means the contract' title.

"Status" means the availability of the contract within ProcureAZ for ordering, e.g., Sent status.

"Tax Code", if applicable, means the amount of taxes, expressed as a percentage, to be added to all items purchased under the contract. As items may be subject to differing tax rates, this field may be blank.

"Type Code" means the category of customers that may use any resulting contract(s). E.g., Single-Agency, Multi-Agency or Statewide.

"Vendor" means Contractor.

2. CONTRACT ORDER OF PRECEDENCE

In the event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below.

2.1. Arizona Special Terms and Conditions;

2.2. Arizona Uniform Terms and Conditions;

2.3. Arizona Participating Addendum

2.4. WSCA Master Price Agreement

2.5. Attachments, Addendums, Exhibits

3. TERM OF CONTRACT

The term of the contract shall commence upon award and shall remain in effect until September 30, 2013, unless terminated, canceled or extended as otherwise provided herein. This contract may be extended through bilateral amendment for supplemental periods with a maximum aggregate including all extensions not to exceed 5 years.

4. PRICING

Pricing is discount off list of the government catalog pricing for tires and tubes. Service pricing is fixed pricing unless otherwise noted in Attachment C.

5. ELIGIBLE AGENCIES (STATEWIDE)

This contract shall be for the use of all State of Arizona departments, agencies, commissions and boards. In addition, eligible universities, political subdivisions and nonprofit educational or public health institutions may participate at their discretion. In order to participate in this contract, a university, political subdivision, or nonprofit educational or public health institution shall have entered into a Cooperative Purchasing Agreement with the Department of Administration, State Procurement Office as required by Arizona Revised Statutes § 41-2632.

5. ADMINISTRATIVE FEE

5.1. Contractor shall assess an administrative fee in the amount of one (1%) against all contract sales to members of the State Purchasing Cooperative – including cities, counties, school districts and other qualified members. The administrative fee is calculated against all sales under this contract minus any taxes or regulatory fees, minus any returns or credits, and minus any shipping charges not already included in the unit prices. An updated list of State Purchasing Cooperative members may be found at http://spo.az.gov/Cooperative_Procurement/SPC/default.asp. At its option, the State may expand the applicability of this fee. The State shall provide thirty (30) written notice prior to exercising or changing this option.

5.2. Contractors shall submit a Quarterly Usage Report documenting all contract sales. For more information on the Quarterly Usage Report or the Administrative Fee, its calculation, submission or use, and the proper Usage Report Forms see the State Procurement Office web site at http://spo.az.gov/Contractor_Resources/Admin_Fee/default.asp. Any alternate Quarterly Usage Report format shall be approved by the Procurement Officer. Any usage report that is submitted to the State for the purpose of satisfying this requirement shall be deemed public record and all information contained in such report shall not be considered confidential, including any supplemental information contained in the submitted report beyond that which is requested in the Sample Forms located at the State Procurement Office Web Site. The State reserves the right to request more detailed usage reports should it be determined necessary for proper contract administration.

5.3. The Administrative Fee shall be submitted, along with a Quarterly Usage Report to the State Procurement Office within thirty (30) days following the end of each calendar quarter. Administrative Fees shall be submitted to the following address:

Arizona Department of Administration
State Procurement Office
Attention: 'Statewide Contract Administrative Fee'
100 N. 15th Avenue, Suite 201
Phoenix, AZ 85007

5.4. The submission schedule for Administrative Fees and Usage reports shall be as follows:

July through September (FY Q1) – Due October 31

October through December (FY Q2) – Due January 31

January through March (FY Q3) – Due by April 30

April through June (FY Q4) – Due by July 31

5.5. The Administrative Fee shall be a part of the Contractor's unit prices and is not to be charged directly to the customer in the form of a separate line item. Statewide contracts shall not have separate prices for State Agency customers and State Purchasing Cooperative customers.

5.6. Contractor's failure to remit administrative fees in a timely manner consistent with the contract's requirements may result exercising any recourse available under the contract including a third party audit of all contract activity. Should an audit be required by the State, the contractor shall reimburse the State for all costs associated with the audit up to $5,000 or one (1%) percent of the contract's estimated annual value, whichever is higher.

6. IT 508 COMPLIANCE

Unless specifically authorized in the Contract, any electronic or information technology offered to the State of Arizona under this solicitation shall comply with A.R.S. 41-3531 and 3532 and Section 508 of the Rehabilitation Act of 1973, which requires that employees and members of the public shall have access to and use of information technology that is comparable to the access and use by employees and members of the public who are not individuals with disabilities.

7. RECORDS

All books, accounts, and other purchasing records relating to the contract shall be subject to inspection at reasonable times and audit by the State for five years after completion of the contract.

8. PROPERTY OF THE STATE

All reports, computer programs or other deliverables created by the contractor which are in Contractor's proprietary format shall remain the sole property of the Contractor. The Contractor shall not use or release these materials without the prior written consent of the State. The State shall not unreasonably withhold consent.

9. INDEMNIFICATION:

Contractor shall indemnify, defend, save and hold harmless the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, or employees. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that

Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the State of Arizona.

This indemnity shall not apply if the contractor or sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.

10. INSURANCE REQUIREMENTS:

Contractor shall procure and maintain, until all of their obligations, including any warranty periods under this Contract, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, or employees.

The *insurance requirements* herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, its agents, representatives, employees or subcontractors, and Contractor is free to purchase additional insurance.

A. MINIMUM SCOPE AND LIMITS OF INSURANCE: Contractor shall provide coverage at least as broad and with limits of liability not less than those stated below.

1. Garage Liability – Occurrence Form
Policy shall include bodily injury, property damage, personal injury and broad form contractual liability for garage operations, covered autos and operations necessary and incidental to the garage business.

• General Aggregate	$2,000,000
• Premises and Operations	$1,000,000
• Products – Completed Operations Aggregate	$1,000,000
• Personal and Advertising Injury	$1,000,000
• Each Occurrence	$1,000,000
• Fire Legal Liability	$ 50,000
• Blanket Contractual Liability – Written and Oral	$1,000,000
• Garagekeepers Legal Liability - Direct Primary Coverage:	
Each Auto	$ 500,000
Each Occurrence	$1,000,000

a. The policy shall be endorsed to include direct primary Garagekeepers Legal Liability coverage.

b. The policy shall be endorsed to include the following additional insured language: ***"The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor".***

c. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

2. **Business Automobile Liability**
Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL)	$1,000,000

a. The policy shall be endorsed to include the following additional insured language: "The State of Arizona, its departments, ***agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor".***

b. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

3. **Worker's Compensation and Employers' Liability**

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	$ 500,000
Disease – Each Employee	$ 500,000
Disease – Policy Limit	$1,000,000

a. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

b. This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. 23-901, and when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

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

1. The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees wherever additional insured status is required. Such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.
2. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.
3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

C. NOTICE OF CANCELLATION: With the exception of (10) day notice of cancellation for non-payment of premium, any changes material to compliance with this contract in the insurance policies above shall require (30) days written notice to the State of Arizona. Such notice shall be sent directly to the Procurement Officer and shall be sent by certified mail, return receipt requested.

D. ACCEPTABILITY OF INSURERS: Insurance is to be placed with duly licensed or approved non-admitted insurers in the state of Arizona with an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

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

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

All certificates required by this Contract shall be sent directly to the Procurement Officer. The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. The State of Arizona shall not unreasonably exercise this right and shall comply with applicable confidentiality requirements concerning requested copies. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT DIVISION.**

F. SUBCONTRACTORS: Contractors' certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to the State of Arizona separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

G. APPROVAL: Any modification or variation from the *insurance requirements* in this Contract shall be made by the contracting agency in consultation with the Department of Administration, Risk Management Division. Such action will not require a formal Contract amendment, but may be made by administrative action.

H. EXCEPTIONS: In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

11. UNIFORM TERMS AND CONDITIONS

In accordance with Special Terms and Conditions, paragraph 2, Contract Order of Precedence, the following terms and conditions are not applicable to this contract:

9.1 Uniform Terms and Conditions paragraph 3.4., Facilities Inspection and Materials Testing

9.2 Uniform Terms and Conditions paragraph 3.8., Ownership of Intellectual Property

9.3 Uniform Terms and Conditions paragraph 7.1., Liens

9.4 Uniform Terms and Conditions paragraph 7.2., Quality

9.5 Uniform Terms and Conditions paragraph 7.3., Fitness

9.6 Uniform Terms and Conditions paragraph 7.4., Inspection/Testing

12. FORCE MAJEURE

This term shall not limit paragraph Uniform Terms and Conditions paragraph 6.4. The term *"force majeure"* means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Force majeure includes raw materials shortages that occur suddenly or without adequate prior knowledge of contractor.

13. TERMINATION FOR CONVENIENCE

The State reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the State without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the State. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply. The State agrees not to unreasonably exercise this right.

1. DEFINITION OF TERMS

As used in this Solicitation and any resulting Contract, the terms listed below are defined as follows:

1.1. *"Attachment"* means any item the Solicitation requires the Offeror to submit as part of the Offer.

1.2. *"Contract"* means the combination of the Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement or Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments.

1.3. "*Contract Amendment*" means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.

1.4. *"Contractor"* means any person who has a Contract with the State.

1.5. *"Days"* means calendar days unless otherwise specified.

1.6. *"Exhibit"* means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.

1.7. *"Gratuity"* means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.

1.8. "*Materials*" means all property, including equipment, supplies, printing, insurance and leases of property but does not include land, a permanent interest in land or real property or leasing space.

1.9. *"Procurement Officer"* means the person, or his or her designee, duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.

1.10. *"Services"* means the furnishing of labor, time or effort by a contractor or subcontractor which does not involve the delivery of a specific end product other than required reports and performance, but does not include employment agreements or collective bargaining agreements.

1.11. *"Subcontract"* means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.

1.12. *"State"* means the State of Arizona and Department or Agency of the State that executes the Contract.

1.13. *"State Fiscal Year"* means the period beginning with July 1 and ending June 30.

2. CONTRACT INTERPRETATION

2.1. Arizona Law. The Arizona law applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona Procurement Code, Arizona Revised Statutes (A.R.S.) Title 41, Chapter 23, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 2, Chapter 7.

2.2. Implied Contract Terms. Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.

2.3. Contract Order of Precedence. In the event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:

2.3.1. Special Terms and Conditions;

2.3.2. Uniform Terms and Conditions;

2.3.3. Statement or Scope of Work;

2.3.4. Specifications;

2.3.5. Attachments;

2.3.6. Exhibits;

2.3.7. Documents referenced or included in the Solicitation.

2.4. Relationship of Parties. The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.

2.5. Severability. The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.

2.6. No Parole Evidence. This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.

2.7. No Waiver. Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

3. CONTRACT ADMINISTRATION AND OPERATION

3.1. Records. Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other "records" relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.

3.2. Non-Discrimination. The Contractor shall comply with State Executive Order No. 2009-09 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.

3.3. Audit. Pursuant to ARS § 35-214, at any time during the term of this Contract and five (5) years thereafter, the Contractor's or any subcontractor's books and records shall be subject to audit by the State and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.

3.4. Facilities Inspection and Materials Testing. The Contractor agrees to permit access to its facilities, subcontractor facilities and the Contractor's processes or services, at reasonable times for inspection of the facilities or materials covered under this Contract. The State shall also have the right to test, at its own cost, the materials to be supplied under this Contract. Neither inspection of the Contractor's facilities nor materials testing shall constitute final acceptance of the materials or services. If the State determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the State for testing and inspection.

3.5. Notices. Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the Offer and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to the State required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice to the other and an amendment to the Contract shall not be necessary.

3.6. Advertising, Publishing and Promotion of Contract. The Contractor shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.

3.7. Property of the State. Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the State. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the State.

3.8. Ownership of Intellectual Property. Any and all intellectual property, including but not limited to copyright, invention, trademark, trade name, service mark, and/or trade secrets created or conceived pursuant to or as a result of this contract and any related subcontract ("Intellectual Property"), shall be work made for hire and the State shall be considered the creator of such Intellectual Property. The agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract shall own (for and on behalf of the State) the entire right, title and interest to the Intellectual Property throughout the world. Contractor shall notify the State, within thirty (30) days, of the creation of any Intellectual Property by it or its subcontractor(s).

Contractor, on behalf of itself and any subcontractor(s), agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests in the State and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than the State. The Intellectual Property shall not be disclosed by contractor or its subcontractor(s) to any entity not the State without the express written authorization of the agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract.

3.9. Federal Immigration and Nationality Act. The contractor shall comply with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the contract. Further, the contractor shall flow down this requirement to all subcontractors utilized during the term of the contract. The State shall retain the right to perform random audits of contractor and subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should the State determine that the contractor and/or any subcontractors be found noncompliant, the State may pursue all remedies allowed by law, including, but not limited to; suspension of work, termination of the contract for default and suspension and/or debarment of the contractor.

3.10 E-Verify Requirements. In accordance with A.R.S. § 41-4401, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A.

3.11 Scrutinized Businesses. In accordance with A.R.S. § 35-391 and A.R.S. § 35-393, Contractor certifies that the Contractor does not have scrutinized business operations in Sudan or Iran.

3.12 Offshore Performance of Work Prohibited.
Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and involve access to secure or sensitive data or personal client data shall be performed within the defined territories of the United States. Unless specifically stated otherwise in the specifications, this paragraph does not apply to indirect or 'overhead' services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.

4. COSTS AND PAYMENTS

4.1. Payments. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the State within thirty (30) days.

4.2. Delivery. Unless stated otherwise in the Contract; all prices shall be F.O.B. Destination and shall include all freight delivery and unloading at the destination.

4.3. Applicable Taxes.

4.3.1. Payment of Taxes. The Contractor shall be responsible for paying all applicable taxes.

4.3.2. State and Local Transaction Privilege Taxes. The State of Arizona is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect such taxes from the buyer does not relieve the seller from its obligation to remit taxes.

4.3.3. Tax Indemnification. Contractor and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold the State harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

4.3.4. IRS W9 Form. In order to receive payment the Contractor shall have a current I.R.S. W9 Form on file with the State of Arizona, unless not required by law.

4.4. Availability of Funds for the Next State fiscal year. Funds may not presently be available for performance under this Contract beyond the current state fiscal year. No legal liability on the part of the State for any payment may arise under this Contract beyond the current state fiscal year until funds are made available for performance of this Contract.

4.5. Availability of Funds for the current State fiscal year. Should the State Legislature enter back into session and reduce the appropriations or for any reason and these goods or services are not funded, the State may take any of the following actions:

4.5.1. Accept a decrease in price offered by the contractor;

4.5.2. Cancel the Contract; or

4.5.3. Cancel the contract and re-solicit the requirements.

5. CONTRACT CHANGES

5.1. Amendments. This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment within the scope of the Contract. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the procurement officer in writing or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized written Contract Amendments shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.

5.2. Subcontracts. The Contractor shall not enter into any Subcontract under this Contract for the performance of this contract without the advance written approval of the Procurement Officer. The Contractor shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities. The Subcontract shall incorporate by reference the terms and conditions of this Contract.

5.3. Assignment and Delegation. The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The State shall not unreasonably withhold approval.

6. RISK AND LIABILITY

6.1. Risk of Loss: The Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.

6.2. Indemnification

6.2.1. Contractor/Vendor Indemnification (Not Public Agency) The parties to this contract agree that the State of Arizona, its departments, agencies, boards and commissions shall be indemnified and held harmless by the contractor for the vicarious liability of the State as a result of entering into this contract. However, the parties further agree that the State of Arizona, its departments, agencies, boards and commissions shall be responsible for its own negligence. Each party to this contract is responsible for its own negligence.

6.2.2. Public Agency Language Only Each party (as 'indemnitor') agrees to indemnify, defend, and hold harmless the other party (as 'indemnitee') from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as 'claims') arising out of bodily injury of any person (including death) or property damage but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers."

6.3. Indemnification - Patent and Copyright. The Contractor shall indemnify and hold harmless the State against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of Contract performance or use by the State of materials furnished or work performed under this Contract. The State shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph. If the contractor is insured pursuant to A.R.S. § 41-621 and § 35-154, this section shall not apply.

6.4. Force Majeure.

6.4.1 Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term *"force majeure"* means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.

6.4.2. Force Majeure shall not include the following occurrences:

6.4.2.1. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;

6.4.2.2. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or

6.4.2.3. Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.

6.4.3. If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

6.4.4. Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.

6.5. Third Party Antitrust Violations. The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor, toward fulfillment of this Contract.

7. WARRANTIES

7.1. Liens. The Contractor warrants that the materials supplied under this Contract are free of liens and shall remain free of liens.

7.2. Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for one year after acceptance by the State of the materials, they shall be:

7.2.1. Of a quality to pass without objection in the trade under the Contract description;

7.2.2. Fit for the intended purposes for which the materials are used;

7.2.3. Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;

7.2.4. Adequately contained, packaged and marked as the Contract may require; and

7.2.5. Conform to the written promises or affirmations of fact made by the Contractor.

7.3. Fitness. The Contractor warrants that any material supplied to the State shall fully conform to all requirements of the Contract and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.

7.4. Inspection/Testing. The warranties set forth in subparagraphs 7.1 through 7.3 of this paragraph are not affected by inspection or testing of or payment for the materials by the State.

7.5. Compliance With Applicable Laws. The materials and services supplied under this Contract shall comply with all applicable Federal, state and local laws, and the Contractor shall maintain all applicable license and permit requirements.

7.6. Survival of Rights and Obligations after Contract Expiration or Termination.

7.6.1. Contractor's Representations and Warranties. All representations and warranties made by the Contractor under this Contract shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, the State is not subject to or barred by any limitations of actions prescribed in A.R.S., Title 12, Chapter 5.

7.6.2. Purchase Orders. The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Officer, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

8. STATE'S CONTRACTUAL REMEDIES

8.1. Right to Assurance. If the State in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the State's option, be the basis for terminating the Contract under the Uniform Terms and Conditions or other rights and remedies available by law or provided by the contract.

8.2. Stop Work Order.

8.2.1. The State may, at any time, by written order to the Contractor, require the Contractor to stop all or any part, of the work called for by this Contract for period(s) of days indicated by the State after the order is delivered to the Contractor. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

8.2.2. If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.

8.3. Non-exclusive Remedies. The rights and the remedies of the State under this Contract are not exclusive.

8.4. Nonconforming Tender. Materials or services supplied under this Contract shall fully comply with the Contract. The delivery of materials or services or a portion of the materials or services that do not fully comply constitutes a breach of contract. On delivery of nonconforming materials or services, the State may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its rights and remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.

8.5. Right of Offset. The State shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the State, or damages assessed by the State concerning the Contractor's non-conforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform Terms and Conditions.

9. CONTRACT TERMINATION

9.1. Cancellation for Conflict of Interest. Pursuant to A.R.S. § 38-511, the State may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State is or becomes at any time while the Contract or an extension of the Contract is in effect an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this Contract as provided in A.R.S. § 38-511.

9.2. Gratuities. The State may, by written notice, terminate this Contract, in whole or in part, if the State determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the State for the purpose of influencing the outcome of the procurement or securing the Contract, an amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about contract performance. The State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Contractor.

9.3. Suspension or Debarment. The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the contractor is not currently suspended or debarred. If the contractor becomes suspended or debarred, the contractor shall immediately notify the State.

9.4. Termination for Convenience. The State reserves the right to terminate the Contract, in whole or in part at any time when in the best interest of the State, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the State. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply.

9.5. Termination for Default.

9.5.1. In addition to the rights reserved in the contract, the State may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.

9.5.2. Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State on demand.

9.5.3. The State may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the State for any excess costs incurred by the State in procuring materials or services in substitution for those due from the Contractor.

9.6. Continuation of Performance Through Termination. The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

10. CONTRACT CLAIMS

All contract claims or controversies under this Contract shall be resolved according to A.R.S. Title 41, Chapter 23, Article 9, and rules adopted thereunder.

11. ARBITRATION

The parties to this Contract agree to resolve all disputes arising out of or relating to this contract through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518, except as may be required by other applicable statutes (Title 41).

12. COMMENTS WELCOME

The State Procurement Office periodically reviews the Uniform Terms and Conditions and welcomes any comments you may have. Please submit your comments to: State Procurement Administrator, State Procurement Office, 100 North 15th Avenue, Suite 201, Phoenix, Arizona, 85007.

Attachment A – Offer and Acceptance

State of Arizona
State Procurement Office
100 N 15th Ave., Suite 201
Phoenix, AZ 85007

WSCA Tires, Tubes & Services

OFFER

TO THE STATE OF ARIZONA:
The Undersigned hereby offers and agrees to furnish the material, service or construction in compliance with all terms, conditions, specifications and amendments in the Solicitation and any written exceptions in the offer.

Arizona Transaction (Sales) Privilege Tax License No.:

Federal Employer Identification No.:
88-0335067

Phone: (615) 937-3693

Fax: (615) 493-0000

Bridgestone Americas Tire Operations
Company Name

Linda Alberstadt
Signature of Person Authorized to Sign Offer

535 Marriott Drive
Address

Linda Alberstadt
Printed Name

Nashville | TN | 37214
City | State | Zip

Manager- Purchase Resale, Military, Government
Title

By signature in the Offer section above, the Offeror certifies:
1. The submission of the Offer did not involve collusion or other anticompetitive practices.
2. The Offeror shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246, State Executive Order 2009-9 or A.R.S. §§ 41-1461 through 1465.
3. The Offeror has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer. Failure to provide a valid signature affirming the stipulations required by this clause shall result in rejection of the offer. Signing the offer with a false statement shall void the offer, any resulting contract and may be subject to legal remedies provided by law.
4. The Offeror certifies that the above referenced organization ___ IS/ ___ IS NOT a small business with less than 100 employees or gross revenues of $4 million or less.
5. In accordance with A.R.S. §35-393, the Offeror hereby certifies that the Offeror does not have scrutinized business operations in Iran.
6. In accordance with A.R.S. §35-391, the Offeror hereby certifies that the Offeror does not have scrutinized business operations in Sudan.

Delivery and Installation is promised within ____calendar days after receipt of an order. If payment is made within ___ days after receipt of goods and services, the buyer is entitled to a discount of ____% on the above-listed price(s).

ACCEPTANCE OF OFFER

The Offer is hereby accepted.

The Contractor is now bound to sell the materials or services listed by the attached contract and based upon the solicitation, including all terms, conditions, scope of work requirements/specifications, amendments, etc., and the Contractor's Offer as accepted by the State.

This Contract shall henceforth be referred to as Contract No. ADSPO12-021289. The Contractor has been cautioned not to commence any billable work or to provide any material or service under this contract until Contractor receives purchase order, contact release document or written notice to proceed.

State of Arizona
Awarded this 30th day of May 20 12

Procurement Officer

EXHIBIT B

State of Arizona - Contract #ADSPO12-021289-Tires, Tubes and Services

Term of Contract

	Contract Change Order Summary		State of Arizona State Procurement Office 100 N. 15TH Avenue, Suite 201 Phoenix, AZ 85007
	Contract No.: ADSPO12-021289		
	Change Order No.: 11	Date: March 31, 2015	

WSCA Tires, Tubes and Services PA

Division of Bridgestone Firestone North American

1. In accordance to Uniform Terms and Conditions, Paragraph 5 Contract Changes, the contract is hereby modified to include new products and discontinued items as identified in the document titled " State of Az_WSCA Renewal Pricing 04.01.2015 to 03.31.2016.xlsx' located within ProcureAZ.

2. Change Order 11 created March 31, 2015 is In accordance with Arizona Special Terms and Conditions Paragraph 3, Term of Contract, the above mentioned contract is hereby amended as follows:
   a. Contract is hereby extended through March 31, 2016.

ALL OTHER REQUIREMENTS, SPECIFICATIONS, TERMS AND CONDITIONS REMAIN UNCHANGED

ACKNOWLEDGEMENT AND AUTHORIZATION

This Change Order shall not be binding on the State until it is acknowledged and accepted electronically in ProcureAZ by an authorized representative of the Contractor and accepted by and authorized representative of the State.

STATE COOPERATIVE CONTRACT
State of Utah, Division of Purchasing & General Services

AMENDMENT # 3 to CONTRACT # MA210

TO BE ATTACHED TO AND MADE A PART OF the above numbered contract between the State of Utah, Division of Purchasing & General Services, referred to as STATE, and, Bridgestone Americas Tire Operations, LLC, referred to as Contractor.

THE PARTIES AGREE TO AMEND THE CONTRACT AS FOLLOWS:

4/1/2012 (original starting date of contract)

3/31/2015 (current ending date)

3/31/2019 **new ending date**

Other changes to the contract include: **New Price Schedules for 2015-2016.**

Effective Date of Amendment: 4/1/2015

The State of Utah Terms and Conditions still apply to the Contract. All other conditions and terms in the original contract and Amendments remain the same.

IN WITNESS WHEREOF, the parties sign and cause the amendment to be executed.

CONTRACTOR

Linda Alberstadt
Contractor's signature

Linda Alberstadt
Type or Print Name and Title

3-3-15
Date

STATE

Director, Division of Purchasing & Gen. Svs.

3. 4. 2015
Date

(Revision date:082405)

EXHIBIT C

State of Arizona - Contract #ADSPO12-021289-Tires, Tubes and Services

Bridgestone Price Sheet

BRIDGESTONE

2015 WSCA PRICING

4/1/2015 - 3/31/2016

Material Number	TIRE PATTERN	TIRE TYPE	BRAND	SIZE	PLY	LOAD INDEX	FET	11/1/2014 GOVERNMENT CATALOG PRICE	2015 STANDARD DISCOUNTS/ NET	STATE OF ARIZONA PRICES
023189	FRHWK GT V PRST	POLICE PURSUIT	FIRESTONE	P265/60R17		108V	$0.00	$268.68	NET	$117.36
000177	FRHWK GT Z PRST	POLICE PURSUIT	FIRESTONE	245/55R18		103W	$0.00	$284.14	NET	$123.43
005254	FRHWK GT Z PRST	POLICE PURSUIT	FIRESTONE	P225/60R18		99W	$0.00	$262.78	NET	$111.27
023308	FRHWK GT Z PRST	POLICE PURSUIT	FIRESTONE	P235/50R18	XL	99W	$0.00	$296.02	NET	$132.05
077325	FRHWK GT Z PRST	POLICE PURSUIT	FIRESTONE	P235/55R17		98W	$0.00	$229.71	NET	$105.38
067911	FRHWK PV41	POLICE PURSUIT	FIRESTONE	P225/60R16		97V	$0.00	$150.29	NET	$92.31
000252	FRHWK PVS	POLICE PURSUIT	FIRESTONE	245/55R18		103V	$0.00	$332.53	NET	$137.80
023325	FRHWK PVS	POLICE PURSUIT	FIRESTONE	P235/50R18	XL	99V	$0.00	$348.78	NET	$144.53
149558	FRHWK PVS	POLICE PURSUIT	FIRESTONE	P265/60R17		108H	$0.00	$259.21	NET	$114.90
098388	FRHWK PVS	POLICE PURSUIT WINTER	FIRESTONE	P225/60R16		97V	$0.00	$165.34	NET	$94.65
077376	FRHWK PVS	POLICE PURSUIT WINTER	FIRESTONE	P225/60R18		99V	$0.00	$296.78	NET	$121.79
077359	FRHWK PVS	POLICE PURSUIT WINTER	FIRESTONE	P235/55R17		98V	$0.00	$252.67	NET	$111.27
000255	DESTINATION A/T	LIGHT TRUCK	FIRESTONE	31X10.50R15LT	C	109R	$0.00	$202.89	20%	$162.30
001993	DESTINATION A/T	LIGHT TRUCK	FIRESTONE	P265/70R17		113S	$0.00	$254.75	NET	$103.32
001994	DESTINATION A/T	LIGHT TRUCK	FIRESTONE	P265/75R16		114T	$0.00	$225.08	NET	$101.40
001995	DESTINATION A/T	LIGHT TRUCK	FIRESTONE	P275/65R18		114T	$0.00	$304.23	NET	$101.49
184380	DESTINATION A/T	LIGHT TRUCK	FIRESTONE	30X9.50R15LT	C	104R	$0.00	$183.36	NET	$102.21
184414	DESTINATION A/T	LIGHT TRUCK	FIRESTONE	33X12.50R15LT	C	108R	$0.00	$243.68	NET	$149.85
184278	DESTINATION A/T	LIGHT TRUCK	FIRESTONE	LT235/75R15	C	104R	$0.00	$186.06	NET	$107.62
246998	DESTINATION A/T	LIGHT TRUCK	FIRESTONE	LT245/75R16	E	120S	$0.00	$236.67	NET	$117.99
223912	DESTINATION A/T	LIGHT TRUCK	FIRESTONE	LT255/75R17	C	111R	$0.00	$254.10	NET	$125.17
247015	DESTINATION A/T	LIGHT TRUCK	FIRESTONE	LT265/70R17	E	121S	$0.00	$301.37	NET	$136.70
247032	DESTINATION A/T	LIGHT TRUCK	FIRESTONE	LT265/75R16	E	123R	$0.00	$261.15	NET	$123.70
247066	DESTINATION A/T	LIGHT TRUCK	FIRESTONE	LT275/65R18	E	123S	$0.00	$343.49	NET	$151.22
223895	DESTINATION A/T	LIGHT TRUCK	FIRESTONE	LT275/65R20	E	126S	$2.36	$375.06	NET	$164.25
192302	DESTINATION A/T	LIGHT TRUCK	FIRESTONE	LT275/70R17	C	114R	$0.00	$291.16	NET	$135.43
232803	DESTINATION A/T	LIGHT TRUCK	FIRESTONE	LT285/70R17	E	121R	$0.00	$328.67	NET	$150.88
223640	DESTINATION A/T	LIGHT TRUCK	FIRESTONE	LT285/75R16	E	126R	$2.36	$283.72	NET	$151.18
184431	DESTINATION A/T	LIGHT TRUCK	FIRESTONE	LT305/70R16	E	124R	$0.19	$298.11	NET	$159.47
232820	DESTINATION A/T	LIGHT TRUCK	FIRESTONE	LT315/70R17	E	121R	$0.00	$348.39	NET	$172.04
232786	DESTINATION A/T	LIGHT TRUCK	FIRESTONE	LT315/75R16	E	127R	$3.40	$319.15	NET	$178.39
192353	DESTINATION A/T	LIGHT TRUCK	FIRESTONE	LT325/65R18	E	127R	$3.40	$454.24	NET	$187.25
026495	DESTINATION A/T	LIGHT TRUCK	FIRESTONE	P205/75R15		97S	$0.00	$145.61	NET	$91.27
026512	DESTINATION A/T	LIGHT TRUCK	FIRESTONE	P215/75R15		100S	$0.00	$151.31	NET	$91.13
026546	DESTINATION A/T	LIGHT TRUCK	FIRESTONE	P225/75R15		102S	$0.00	$163.61	NET	$95.24
108826	DESTINATION A/T	LIGHT TRUCK	FIRESTONE	P235/65R17		103T	$0.00	$223.11	NET	$91.50
026716	DESTINATION A/T	LIGHT TRUCK	FIRESTONE	P235/70R15		102S	$0.00	$176.34	NET	$97.56
026767	DESTINATION A/T	LIGHT TRUCK	FIRESTONE	P235/70R16		104S	$0.00	$180.95	NET	$114.75
094869	DESTINATION A/T	LIGHT TRUCK	FIRESTONE	P235/70R17	XL	108S	$0.00	$211.96	NET	$104.71
026563	DESTINATION A/T	LIGHT TRUCK	FIRESTONE	P235/75R15		105S	$0.00	$172.23	NET	$104.94
027379	DESTINATION A/T	LIGHT TRUCK	FIRESTONE	P235/75R16		106S	$0.00	$179.55	NET	$100.37
054239	DESTINATION A/T	LIGHT TRUCK	FIRESTONE	P235/75R17		108S	$0.00	$208.48	NET	$110.74
017885	DESTINATION A/T	LIGHT TRUCK	FIRESTONE	P245/65R17		105T	$0.00	$229.99	NET	$104.55
027430	DESTINATION A/T	LIGHT TRUCK	FIRESTONE	P245/70R16		106S	$0.00	$189.45	NET	$128.60
054273	DESTINATION A/T	LIGHT TRUCK	FIRESTONE	P245/70R17		108S	$0.00	$211.77	NET	$113.72
026614	DESTINATION A/T	LIGHT TRUCK	FIRESTONE	P245/75R16		109S	$0.00	$189.27	NET	$132.47
077563	DESTINATION A/T	LIGHT TRUCK	FIRESTONE	P245/75R17		110S	$0.00	$216.80	NET	$114.73
054307	DESTINATION A/T	LIGHT TRUCK	FIRESTONE	P255/65R17		108S	$0.00	$245.20	NET	$114.84
026869	DESTINATION A/T	LIGHT TRUCK	FIRESTONE	P255/70R16		109S	$0.00	$200.77	NET	$115.04
054290	DESTINATION A/T	LIGHT TRUCK	FIRESTONE	P255/70R17		110S	$0.00	$219.00	NET	$119.81
108843	DESTINATION A/T	LIGHT TRUCK	FIRESTONE	P255/70R18		112S	$0.00	$241.69	NET	$124.04
108860	DESTINATION A/T	LIGHT TRUCK	FIRESTONE	P255/75R17		113S	$0.00	$225.48	NET	$127.48
108877	DESTINATION A/T	LIGHT TRUCK	FIRESTONE	P265/60R18		109T	$0.00	$269.96	NET	$113.32
066156	DESTINATION A/T	LIGHT TRUCK	FIRESTONE	P265/65R17		110T	$0.00	$253.60	NET	$115.62
123310	DESTINATION A/T	LIGHT TRUCK	FIRESTONE	P265/65R18		112S	$0.00	$265.50	NET	$124.88
017902	DESTINATION A/T	LIGHT TRUCK	FIRESTONE	P265/70R16		111T	$0.00	$212.71	NET	$124.30
026784	DESTINATION A/T	LIGHT TRUCK	FIRESTONE	P265/70R17		113S	$0.00	$231.60	NET	$126.80
077546	DESTINATION A/T	LIGHT TRUCK	FIRESTONE	P265/70R18		114S	$0.00	$251.33	NET	$129.72
017919	DESTINATION A/T	LIGHT TRUCK	FIRESTONE	P265/75R16		114T	$0.00	$204.62	NET	$124.30
108911	DESTINATION A/T	LIGHT TRUCK	FIRESTONE	P275/55R20		111S	$0.00	$295.33	NET	$134.32
108894	DESTINATION A/T	LIGHT TRUCK	FIRESTONE	P275/60R20		114S	$0.00	$285.68	NET	$138.02
054324	DESTINATION A/T	LIGHT TRUCK	FIRESTONE	P275/65R18		114T	$0.00	$276.57	NET	$128.68
066139	DESTINATION A/T	LIGHT TRUCK	FIRESTONE	P285/70R17		117T	$0.00	$245.68	NET	$126.18
112379	DESTINATION LE	LIGHT TRUCK	FIRESTONE	P235/60R17		100H	$0.00	$195.47	20%	$156.37
090177	DESTINATION LE	LIGHT TRUCK	FIRESTONE	P265/65R18		112S	$0.00	$216.03	20%	$172.82
001779	DESTINATION LE2	LIGHT TRUCK	FIRESTONE	225/70R16		103H	$0.00	$163.65	NET	$75.33
001739	DESTINATION LE2	LIGHT TRUCK	FIRESTONE	P245/65R17		105T	$0.00	$204.77	NET	$81.81
001740	DESTINATION LE2	LIGHT TRUCK	FIRESTONE	P245/70R16		106H	$0.00	$176.73	NET	$92.72
018004	DESTINATION LE2	LIGHT TRUCK	FIRESTONE	P265/65R18		112T	$0.00	$226.83	NET	$95.42
001738	DESTINATION LE2	LIGHT TRUCK	FIRESTONE	P265/70R16		111T	$0.00	$188.95	NET	$94.67
001737	DESTINATION LE2	LIGHT TRUCK	FIRESTONE	P265/70R17		113T	$0.00	$205.75	NET	$94.78
024991	DESTINATION LE2	LIGHT TRUCK	FIRESTONE	225/60R17		99T	$0.00	$195.05	NET	$69.18
025008	DESTINATION LE2	LIGHT TRUCK	FIRESTONE	225/65R17		102T	$0.00	$185.77	NET	$94.76
097946	DESTINATION LE2	LIGHT TRUCK	FIRESTONE	225/65R17		102H	$0.00	$195.55	NET	$84.77

BRIDGESTONE

2015 WSCA PRICING

4/1/2015 - 3/31/2016

Material Number	TIRE PATTERN	TIRE TYPE	BRAND	SIZE	PLY	LOAD INDEX	FET	11/1/2014 GOVERNMENT CATALOG PRICE	2015 STANDARD DISCOUNTS/ NET	STATE OF ARIZONA PRICES
097742	DESTINATION LE2	LIGHT TRUCK	FIRESTONE	225/70R16		103H	$0.00	$170.47	NET	$94.23
097963	DESTINATION LE2	LIGHT TRUCK	FIRESTONE	235/65R17		104H	$0.00	$205.82	NET	$90.36
097725	DESTINATION LE2	LIGHT TRUCK	FIRESTONE	P215/70R16		99H	$0.00	$160.42	NET	$85.75
140310	DESTINATION LE2	LIGHT TRUCK	FIRESTONE	P215/75R15		100T	$0.00	$145.80	NET	$84.71
140344	DESTINATION LE2	LIGHT TRUCK	FIRESTONE	P225/70R15		100T	$0.00	$156.62	NET	$87.98
140327	DESTINATION LE2	LIGHT TRUCK	FIRESTONE	P225/75R15		102T	$0.00	$151.39	NET	$89.83
097606	DESTINATION LE2	LIGHT TRUCK	FIRESTONE	P225/75R16		104T	$0.00	$165.07	NET	$98.49
098150	DESTINATION LE2	LIGHT TRUCK	FIRESTONE	P235/55R18		99H	$0.00	$229.72	NET	$94.00
136094	DESTINATION LE2	LIGHT TRUCK	FIRESTONE	P235/60R18		102H	$0.00	$223.03	NET	$88.09
017936	DESTINATION LE2	LIGHT TRUCK	FIRESTONE	P235/65R16		99T	$0.00	$196.22	NET	$95.42
097980	DESTINATION LE2	LIGHT TRUCK	FIRESTONE	P235/65R18		104T	$0.00	$213.43	NET	$92.65
140361	DESTINATION LE2	LIGHT TRUCK	FIRESTONE	P235/70R15		102T	$0.00	$160.25	NET	$91.76
097759	DESTINATION LE2	LIGHT TRUCK	FIRESTONE	P235/70R16	XL	107T	$0.00	$173.26	NET	$103.34
097776	DESTINATION LE2	LIGHT TRUCK	FIRESTONE	P235/70R17	XL	108T	$0.00	$198.64	NET	$101.92
097623	DESTINATION LE2	LIGHT TRUCK	FIRESTONE	P235/75R15	XL	108T	$0.00	$161.52	NET	$100.91
140378	DESTINATION LE2	LIGHT TRUCK	FIRESTONE	P235/75R16	XL	109T	$0.00	$171.96	NET	$105.82
136128	DESTINATION LE2	LIGHT TRUCK	FIRESTONE	P245/55R19		103T	$0.00	$231.61	NET	$100.17
017970	DESTINATION LE2	LIGHT TRUCK	FIRESTONE	P245/60R18		96H	$0.00	$245.79	NET	$91.03
097997	DESTINATION LE2	LIGHT TRUCK	FIRESTONE	P245/65R17		105T	$0.00	$213.30	NET	$98.27
097793	DESTINATION LE2	LIGHT TRUCK	FIRESTONE	P245/70R16		106H	$0.00	$184.09	NET	$101.78
097827	DESTINATION LE2	LIGHT TRUCK	FIRESTONE	P245/70R17		108T	$0.00	$202.03	NET	$103.35
097657	DESTINATION LE2	LIGHT TRUCK	FIRESTONE	P245/75R16		109T	$0.00	$171.99	NET	$112.07
098031	DESTINATION LE2	LIGHT TRUCK	FIRESTONE	P255/65R16		106T	$0.00	$206.54	NET	$101.91
098048	DESTINATION LE2	LIGHT TRUCK	FIRESTONE	P255/65R17		108T	$0.00	$220.76	NET	$105.62
097844	DESTINATION LE2	LIGHT TRUCK	FIRESTONE	P255/70R16		109T	$0.00	$185.77	NET	$114.11
136043	DESTINATION LE2	LIGHT TRUCK	FIRESTONE	P255/70R17		110T	$0.00	$209.10	NET	$113.96
097878	DESTINATION LE2	LIGHT TRUCK	FIRESTONE	P255/70R18		112T	$0.00	$231.46	NET	$117.49
098099	DESTINATION LE2	LIGHT TRUCK	FIRESTONE	P265/60R18		109T	$0.00	$252.47	NET	$113.87
098065	DESTINATION LE2	LIGHT TRUCK	FIRESTONE	P265/65R17		110T	$0.00	$237.60	NET	$111.06
097895	DESTINATION LE2	LIGHT TRUCK	FIRESTONE	P265/70R16		111T	$0.00	$196.82	NET	$114.55
097912	DESTINATION LE2	LIGHT TRUCK	FIRESTONE	P265/70R17		113T	$0.00	$214.32	NET	$112.82
097929	DESTINATION LE2	LIGHT TRUCK	FIRESTONE	P265/70R18		114T	$0.00	$241.09	NET	$122.95
097674	DESTINATION LE2	LIGHT TRUCK	FIRESTONE	P265/75R15		112T	$0.00	$175.44	NET	$112.06
097708	DESTINATION LE2	LIGHT TRUCK	FIRESTONE	P265/75R16		114T	$0.00	$186.50	NET	$118.25
136162	DESTINATION LE2	LIGHT TRUCK	FIRESTONE	P275/55R20		111H	$0.00	$271.13	NET	$115.37
098133	DESTINATION LE2	LIGHT TRUCK	FIRESTONE	P275/60R17		110T	$0.00	$245.41	NET	$111.12
136145	DESTINATION LE2	LIGHT TRUCK	FIRESTONE	P275/60R20		114T	$0.00	$264.69	NET	$122.03
136060	DESTINATION LE2	LIGHT TRUCK	FIRESTONE	P275/65R18		114T	$0.00	$252.78	NET	$120.53
002022	DESTINATION LE2	LIGHT TRUCK	FIRESTONE	235/50R19		99H	$0.00	$252.15	20%	$201.71
002013	DESTINATION LE2	LIGHT TRUCK	FIRESTONE	255/50R19	XL	107H	$0.00	$283.53	20%	$226.81
002017	DESTINATION LE2	LIGHT TRUCK	FIRESTONE	255/50R20	XL	109H	$0.00	$297.71	20%	$238.16
002012	DESTINATION LE2	LIGHT TRUCK	FIRESTONE	255/55R18	XL	109H	$0.00	$257.17	20%	$205.72
002014	DESTINATION LE2	LIGHT TRUCK	FIRESTONE	255/55R19	XL	111H	$0.00	$269.35	20%	$215.47
002018	DESTINATION LE2	LIGHT TRUCK	FIRESTONE	265/50R20		107H	$0.00	$298.78	20%	$239.01
002025	DESTINATION LE2	LIGHT TRUCK	FIRESTONE	275/45R20	XL	110H	$0.00	$337.68	20%	$270.13
002027	DESTINATION LE2	LIGHT TRUCK	FIRESTONE	275/55R19		111H	$0.00	$281.13	20%	$224.90
002021	DESTINATION LE2	LIGHT TRUCK	FIRESTONE	P205/70R16		96T	$0.00	$147.84	20%	$118.26
002090	DESTINATION LE2	LIGHT TRUCK	FIRESTONE	P235/55R20		102H	$0.00	$253.27	20%	$202.61
017987	DESTINATION LE2	LIGHT TRUCK	FIRESTONE	P235/60R17		100H	$0.00	$210.96	20%	$168.76
002023	DESTINATION LE2	LIGHT TRUCK	FIRESTONE	P245/50R20		102H	$0.00	$275.80	20%	$220.63
002011	DESTINATION LE2	LIGHT TRUCK	FIRESTONE	P255/65R18		109S	$0.00	$221.61	20%	$177.28
000224	DESTINATION LE2	LIGHT TRUCK	FIRESTONE	P265/65R17		110S	$0.00	$228.10	20%	$182.47
002019	DESTINATION LE2	LIGHT TRUCK	FIRESTONE	P285/45R22		110H	$0.00	$351.18	20%	$280.94
001399	DESTINATION M/T	LIGHT TRUCK	FIRESTONE	35X12.50R18LT	E	123Q	$0.00	$298.86	20%	$239.09
155594	DESTINATION M/T	LIGHT TRUCK	FIRESTONE	30X9.50R15LT	C	104Q	$0.00	$177.67	NET	$124.89
155608	DESTINATION M/T	LIGHT TRUCK	FIRESTONE	31X10.50R15LT	C	109Q	$0.00	$196.92	NET	$141.12
155616	DESTINATION M/T	LIGHT TRUCK	FIRESTONE	33X12.50R15LT	C	108Q	$0.00	$238.71	NET	$172.35
000172	DESTINATION M/T	LIGHT TRUCK	FIRESTONE	35X12.50R20LT	E	121Q	$0.00	$331.14	NET	$264.20
223606	DESTINATION M/T	LIGHT TRUCK	FIRESTONE	LT215/85R16	E	115Q	$0.00	$192.50	NET	$121.22
223623	DESTINATION M/T	LIGHT TRUCK	FIRESTONE	LT225/75R16	E	115Q	$0.00	$195.74	NET	$135.59
155470	DESTINATION M/T	LIGHT TRUCK	FIRESTONE	LT235/75R15	C	104Q	$0.00	$173.52	NET	$126.00
155586	DESTINATION M/T	LIGHT TRUCK	FIRESTONE	LT235/85R16	E	120Q	$0.00	$207.04	NET	$134.06
000174	DESTINATION M/T	LIGHT TRUCK	FIRESTONE	LT245/70R17	E	119Q	$0.00	$217.99	NET	$155.02
155543	DESTINATION M/T	LIGHT TRUCK	FIRESTONE	LT245/75R16	E	120Q	$0.00	$223.92	NET	$134.14
224167	DESTINATION M/T	LIGHT TRUCK	FIRESTONE	LT255/75R17	C	111Q	$0.00	$233.16	NET	$146.80
190296	DESTINATION M/T	LIGHT TRUCK	FIRESTONE	LT265/70R17	E	121Q	$0.00	$246.72	NET	$153.31
223589	DESTINATION M/T	LIGHT TRUCK	FIRESTONE	LT265/75R16	E	123Q	$0.00	$235.34	NET	$152.93
250347	DESTINATION M/T	LIGHT TRUCK	FIRESTONE	LT275/65R20	E	126Q	$2.36	$327.20	NET	$195.78
250296	DESTINATION M/T	LIGHT TRUCK	FIRESTONE	LT275/70R18	E	125Q	$1.32	$268.48	NET	$186.07
250313	DESTINATION M/T	LIGHT TRUCK	FIRESTONE	LT285/65R18	E	125Q	$1.32	$343.30	NET	$188.68
000175	DESTINATION M/T	LIGHT TRUCK	FIRESTONE	LT285/70R17	E	121Q	$0.00	$263.37	NET	$185.41
223572	DESTINATION M/T	LIGHT TRUCK	FIRESTONE	LT285/75R16	E	126Q	$2.36	$251.58	NET	$173.60
000173	DESTINATION M/T	LIGHT TRUCK	FIRESTONE	LT305/55R20	E	121Q	$0.00	$405.78	NET	$242.37
190262	DESTINATION M/T	LIGHT TRUCK	FIRESTONE	LT305/70R16	E	124Q	$0.19	$261.05	NET	$178.44

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Material Number	TIRE PATTERN	TIRE TYPE	BRAND	SIZE	PLY	LOAD INDEX	FET	11/1/2014 GOVERNMENT CATALOG PRICE	2015 STANDARD DISCOUNTS/ NET	STATE OF ARIZONA PRICES
000176	DESTINATION M/T	LIGHT TRUCK	FIRESTONE	LT315/70R17	E	121Q	$0.00	$307.70	NET	$200.15
232735	DESTINATION M/T	LIGHT TRUCK	FIRESTONE	LT315/75R16	E	127Q	$3.40	$279.21	NET	$203.80
232242	DESTINATION ST	LIGHT TRUCK	FIRESTONE	255/55R18	XL	109V	$0.00	$231.13	20%	$184.90
232259	DESTINATION ST	LIGHT TRUCK	FIRESTONE	255/60R18	XL	112V	$0.00	$262.58	20%	$210.05
232072	DESTINATION ST	LIGHT TRUCK	FIRESTONE	265/50R20		107V	$0.00	$274.93	20%	$219.93
232106	DESTINATION ST	LIGHT TRUCK	FIRESTONE	275/45R20	XL	110H	$0.00	$231.12	20%	$184.89
232021	DESTINATION ST	LIGHT TRUCK	FIRESTONE	275/45R22	XL	112V	$0.00	$316.07	20%	$252.85
232038	DESTINATION ST	LIGHT TRUCK	FIRESTONE	305/40R22	XL	114W	$0.00	$283.22	20%	$226.57
189565	TRANSFORCE AT	LIGHT TRUCK	FIRESTONE	LT215/85R16	E	115R	$0.00	$166.06	NET	$104.16
189667	TRANSFORCE AT	LIGHT TRUCK	FIRESTONE	LT225/75R16	E	115R	$0.00	$168.72	NET	$114.34
224150	TRANSFORCE AT	LIGHT TRUCK	FIRESTONE	LT225/75R17	E	116R	$0.00	$183.54	NET	$111.35
189650	TRANSFORCE AT	LIGHT TRUCK	FIRESTONE	LT235/75R15	C	104R	$0.00	$149.20	NET	$103.13
191265	TRANSFORCE AT	LIGHT TRUCK	FIRESTONE	LT235/80R17	E	120R	$0.00	$188.74	NET	$123.33
189633	TRANSFORCE AT	LIGHT TRUCK	FIRESTONE	LT235/85R16	E	120R	$0.00	$181.70	NET	$119.96
192234	TRANSFORCE AT	LIGHT TRUCK	FIRESTONE	LT245/70R17	C	108Q	$0.00	$186.13	NET	$117.32
200173	TRANSFORCE AT	LIGHT TRUCK	FIRESTONE	LT245/70R17	E	119R	$0.00	$193.65	NET	$121.13
189582	TRANSFORCE AT	LIGHT TRUCK	FIRESTONE	LT245/75R16	E	120R	$0.00	$170.93	NET	$115.94
205222	TRANSFORCE AT	LIGHT TRUCK	FIRESTONE	LT245/75R17	E	121R	$0.00	$205.72	NET	$124.66
200190	TRANSFORCE AT	LIGHT TRUCK	FIRESTONE	LT265/70R17	E	121R	$0.00	$208.63	NET	$137.39
189599	TRANSFORCE AT	LIGHT TRUCK	FIRESTONE	LT265/75R16	E	123R	$0.00	$179.59	NET	$129.22
196858	TRANSFORCE AT	LIGHT TRUCK	FIRESTONE	LT265/75R16	E	123R	$0.00	$188.65	NET	$132.13
200207	TRANSFORCE AT	LIGHT TRUCK	FIRESTONE	LT275/65R18	E	123S	$0.00	$247.33	NET	$149.70
205205	TRANSFORCE AT	LIGHT TRUCK	FIRESTONE	LT275/70R18	E	125R	$1.32	$233.23	NET	$150.34
250381	TRANSFORCE AT	LIGHT TRUCK	FIRESTONE	LT275/70R18	E	125S	$1.32	$233.23	NET	$133.01
250126	TRANSFORCE AT	LIGHT TRUCK	FIRESTONE	LT285/60R20	E	125R	$0.00	$330.01	NET	$144.19
189803	TRANSFORCE HT	LIGHT TRUCK	FIRESTONE	8.75R16.5LT	E	115R	$0.00	$158.75	NET	$101.95
189820	TRANSFORCE HT	LIGHT TRUCK	FIRESTONE	9.50R16.5LT	E	121R	$0.00	$175.86	NET	$116.02
189701	TRANSFORCE HT	LIGHT TRUCK	FIRESTONE	LT215/85R16	E	115R	$0.00	$151.40	NET	$103.52
189752	TRANSFORCE HT	LIGHT TRUCK	FIRESTONE	LT225/75R16	E	115R	$0.00	$158.75	NET	$111.53
224133	TRANSFORCE HT	LIGHT TRUCK	FIRESTONE	LT225/75R17	E	116R	$0.00	$171.22	NET	$109.10
189837	TRANSFORCE HT	LIGHT TRUCK	FIRESTONE	LT235/75R15	C	104R	$0.00	$138.03	NET	$103.67
191282	TRANSFORCE HT	LIGHT TRUCK	FIRESTONE	LT235/80R17	E	120R	$0.00	$176.09	NET	$118.84
189718	TRANSFORCE HT	LIGHT TRUCK	FIRESTONE	LT235/85R16	E	120R	$0.00	$158.50	NET	$114.80
191316	TRANSFORCE HT	LIGHT TRUCK	FIRESTONE	LT245/70R17	E	119R	$0.00	$171.88	NET	$120.24
232990	TRANSFORCE HT	LIGHT TRUCK	FIRESTONE	LT245/70R17	E	119R	$0.00	$171.88	NET	$117.28
189769	TRANSFORCE HT	LIGHT TRUCK	FIRESTONE	LT245/75R16	E	120R	$0.00	$161.04	NET	$110.11
207483	TRANSFORCE HT	LIGHT TRUCK	FIRESTONE	LT245/75R17	E	121R	$0.00	$194.64	NET	$123.66
225425	TRANSFORCE HT	LIGHT TRUCK	FIRESTONE	LT245/75R17	E	121R	$0.00	$184.90	NET	$121.12
233007	TRANSFORCE HT	LIGHT TRUCK	FIRESTONE	LT245/75R17	E	121R	$0.00	$194.64	NET	$122.62
200156	TRANSFORCE HT	LIGHT TRUCK	FIRESTONE	LT265/70R17	E	121R	$0.00	$193.39	NET	$134.18
000011	TRANSFORCE HT	LIGHT TRUCK	FIRESTONE	LT265/70R18	E	124R	$0.00	$197.64	NET	$136.04
189786	TRANSFORCE HT	LIGHT TRUCK	FIRESTONE	LT265/75R16	E	123R	$0.00	$169.64	NET	$126.24
207602	TRANSFORCE HT	LIGHT TRUCK	FIRESTONE	LT265/75R16	E	123R	$0.00	$178.49	NET	$128.88
207619	TRANSFORCE HT	LIGHT TRUCK	FIRESTONE	LT275/65R18	E	123S	$0.00	$228.51	NET	$145.69
207500	TRANSFORCE HT	LIGHT TRUCK	FIRESTONE	LT275/70R18	E	125R	$1.32	$216.16	NET	$144.86
250109	TRANSFORCE HT	LIGHT TRUCK	FIRESTONE	LT275/70R18	E	125S	$1.32	$205.87	NET	$129.63
002028	TRANSFORCE HT	LIGHT TRUCK	FIRESTONE	205/65R15C	C	102T	$0.00	$126.44	20%	$101.15
246488	WINTERFORCE LT	LIGHT TRUCK	FIRESTONE	LT215/85R16	E	115R	$0.00	$220.76	NET	$106.08
246250	WINTERFORCE LT	LIGHT TRUCK	FIRESTONE	LT225/75R16	E	115R	$0.00	$220.87	NET	$118.41
246420	WINTERFORCE LT	LIGHT TRUCK	FIRESTONE	LT225/75R17	E	116R	$0.00	$238.54	20%	$190.83
246369	WINTERFORCE LT	LIGHT TRUCK	FIRESTONE	LT235/80R17	E	120R	$0.00	$278.03	20%	$222.42
246318	WINTERFORCE LT	LIGHT TRUCK	FIRESTONE	LT235/85R16	E	120R	$0.00	$238.75	NET	$121.91
246454	WINTERFORCE LT	LIGHT TRUCK	FIRESTONE	LT245/70R17	E	119R	$0.00	$259.98	NET	$131.62
246267	WINTERFORCE LT	LIGHT TRUCK	FIRESTONE	LT245/75R16	E	120R	$0.00	$238.75	NET	$122.79
246335	WINTERFORCE LT	LIGHT TRUCK	FIRESTONE	LT245/75R17	E	121R	$0.00	$258.02	NET	$128.26
232973	WINTERFORCE LT	LIGHT TRUCK	FIRESTONE	LT255/75R17	C	111R	$0.00	$268.33	20%	$214.66
246471	WINTERFORCE LT	LIGHT TRUCK	FIRESTONE	LT265/70R17	E	121R	$0.00	$275.81	NET	$143.36
246284	WINTERFORCE LT	LIGHT TRUCK	FIRESTONE	LT265/75R16	E	123R	$0.00	$245.20	20%	$196.15
246437	WINTERFORCE LT	LIGHT TRUCK	FIRESTONE	LT275/65R18	E	123R	$0.00	$328.39	20%	$262.70
246403	WINTERFORCE LT	LIGHT TRUCK	FIRESTONE	LT275/70R18	E	125R	$1.32	$309.80	NET	$153.10
246386	WINTERFORCE LT	LIGHT TRUCK	FIRESTONE	LT285/75R16	E	126R	$2.36	$265.20	20%	$212.16
232871	WINTERFORCE LT	LIGHT TRUCK	FIRESTONE	LT275/65R20	E	126R	$0.00	$348.09	20%	$278.47
140055	AFFINITY TRG	PASSENGER	FIRESTONE	195/55R16		87H	$0.00	$105.00	20%	$83.99
122545	AFFINITY TRG	PASSENGER	FIRESTONE	215/55R16		93H	$0.00	$107.39	20%	$85.91
117785	AFFINITY TRG	PASSENGER	FIRESTONE	215/65R16		98T	$0.00	$94.11	20%	$75.29
147943	AFFINITY TRG	PASSENGER	FIRESTONE	225/65R16		100T	$0.00	$97.88	20%	$78.30
135822	AFFINITY TRG	PASSENGER	FIRESTONE	235/60R17		102T	$0.00	$121.82	20%	$97.45
147433	AFFINITY TRG	PASSENGER	FIRESTONE	235/65R16		103T	$0.00	$101.79	20%	$81.43
135754	AFFINITY TRG	PASSENGER	FIRESTONE	235/65R17		104T	$0.00	$119.07	20%	$95.26
147416	AFFINITY TRG	PASSENGER	FIRESTONE	P185/60R15		84T	$0.00	$77.75	20%	$62.19
117615	AFFINITY TRG	PASSENGER	FIRESTONE	P185/65R14		85T	$0.00	$79.62	NET	$60.69
141109	AFFINITY TRG	PASSENGER	FIRESTONE	P185/65R15		86T	$0.00	$76.22	20%	$60.97
141075	AFFINITY TRG	PASSENGER	FIRESTONE	P195/55R15		84H	$0.00	$88.31	20%	$70.64
117632	AFFINITY TRG	PASSENGER	FIRESTONE	P195/60R15		87T	$0.00	$79.32	20%	$63.46

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117649	AFFINITY TRG	PASSENGER	FIRESTONE	P195/65R15		89T	$0.00	$79.39	20%	$63.51
141347	AFFINITY TRG	PASSENGER	FIRESTONE	P195/70R14		90S	$0.00	$74.68	NET	$56.94
149473	AFFINITY TRG	PASSENGER	FIRESTONE	P205/50R16		86H	$0.00	$110.47	NET	$84.22
117751	AFFINITY TRG	PASSENGER	FIRESTONE	P205/55R16		89T	$0.00	$102.15	20%	$81.72
117666	AFFINITY TRG	PASSENGER	FIRESTONE	P205/60R15		90T	$0.00	$84.65	20%	$67.71
122528	AFFINITY TRG	PASSENGER	FIRESTONE	P205/60R16		91H	$0.00	$97.16	NET	$73.32
117683	AFFINITY TRG	PASSENGER	FIRESTONE	P205/65R15		92T	$0.00	$82.88	20%	$66.30
117700	AFFINITY TRG	PASSENGER	FIRESTONE	P205/70R15		97S	$0.00	$78.22	NET	$61.46
141092	AFFINITY TRG	PASSENGER	FIRESTONE	P215/50R17	XL	93H	$0.00	$149.44	20%	$119.54
135805	AFFINITY TRG	PASSENGER	FIRESTONE	P215/55R17		93T	$0.00	$123.68	NET	$76.27
117717	AFFINITY TRG	PASSENGER	FIRESTONE	P215/60R15		93T	$0.00	$89.56	20%	$71.65
117768	AFFINITY TRG	PASSENGER	FIRESTONE	P215/60R16		94T	$0.00	$100.68	NET	$79.10
141126	AFFINITY TRG	PASSENGER	FIRESTONE	P215/65R15		95T	$0.00	$90.62	NET	$69.07
147467	AFFINITY TRG	PASSENGER	FIRESTONE	P215/65R17		98T	$0.00	$107.79	20%	$86.23
117734	AFFINITY TRG	PASSENGER	FIRESTONE	P215/70R15		97S	$0.00	$82.45	NET	$64.79
149456	AFFINITY TRG	PASSENGER	FIRESTONE	P225/50R17		93T	$0.00	$156.85	NET	$115.23
117802	AFFINITY TRG	PASSENGER	FIRESTONE	P225/55R17		95T	$0.00	$135.63	20%	$108.50
117853	AFFINITY TRG	PASSENGER	FIRESTONE	P225/60R16		97T	$0.00	$102.16	20%	$81.73
117819	AFFINITY TRG	PASSENGER	FIRESTONE	P225/60R17		98H	$0.00	$118.19	20%	$94.55
135839	AFFINITY TRG	PASSENGER	FIRESTONE	P225/65R17		100T	$0.00	$115.59	20%	$92.46
117836	AFFINITY TRG	PASSENGER	FIRESTONE	P235/55R17		98H	$0.00	$144.90	20%	$115.91
147450	AFFINITY TRG	PASSENGER	FIRESTONE	P235/60R16		99T	$0.00	$106.25	20%	$84.99
061923	AFFNTY TRG S4	PASSENGER	FIRESTONE	P195/65R15		89S	$0.00	$111.89	20%	$89.51
013873	AFFNTY TRG S4FF	PASSENGER	FIRESTONE	205/65R16		94H	$0.00	$102.38	20%	$81.90
000240	AFFNTY TRG S4FF	PASSENGER	FIRESTONE	P195/65R15		89H	$0.00	$84.84	20%	$67.87
131657	AFFNTY TRG S4FF	PASSENGER	FIRESTONE	P205/65R16		94S	$0.00	$98.45	20%	$78.76
043716	AFFNTY TRG T4	PASSENGER	FIRESTONE	P215/60R17		95T	$0.00	$137.38	20%	$109.90
147960	FH WIDEOVAL AS	PASSENGER	FIRESTONE	195/50R16		84V	$0.00	$125.90	20%	$100.72
138593	FH WIDEOVAL AS	PASSENGER	FIRESTONE	195/55R16		87H	$0.00	$125.78	20%	$100.62
138780	FH WIDEOVAL AS	PASSENGER	FIRESTONE	205/40R17	XL	84H	$0.00	$137.34	20%	$109.87
138661	FH WIDEOVAL AS	PASSENGER	FIRESTONE	205/50R16		87V	$0.00	$131.15	20%	$104.92
138729	FH WIDEOVAL AS	PASSENGER	FIRESTONE	205/50R17	XL	93V	$0.00	$155.17	20%	$124.14
138610	FH WIDEOVAL AS	PASSENGER	FIRESTONE	205/55R16		91H	$0.00	$127.20	20%	$101.76
139970	FH WIDEOVAL AS	PASSENGER	FIRESTONE	205/55R16		91V	$0.00	$135.33	20%	$108.26
136536	FH WIDEOVAL AS	PASSENGER	FIRESTONE	215/45R17	XL	91W	$0.00	$152.88	20%	$122.30
009266	FH WIDEOVAL AS	PASSENGER	FIRESTONE	215/45R18	XL	93W	$0.00	$177.14	20%	$141.71
138627	FH WIDEOVAL AS	PASSENGER	FIRESTONE	215/55R16		93H	$0.00	$134.78	20%	$107.83
138542	FH WIDEOVAL AS	PASSENGER	FIRESTONE	215/60R16		95V	$0.00	$123.87	20%	$99.09
136639	FH WIDEOVAL AS	PASSENGER	FIRESTONE	225/40R18	XL	92W	$0.00	$193.75	20%	$155.00
136519	FH WIDEOVAL AS	PASSENGER	FIRESTONE	225/45R17	XL	94W	$0.00	$159.26	20%	$127.41
009283	FH WIDEOVAL AS	PASSENGER	FIRESTONE	225/45R18	XL	95W	$0.00	$184.53	20%	$147.62
138678	FH WIDEOVAL AS	PASSENGER	FIRESTONE	225/50R16		92V	$0.00	$138.14	20%	$110.52
138763	FH WIDEOVAL AS	PASSENGER	FIRESTONE	225/50R17		94V	$0.00	$181.06	20%	$144.85
136587	FH WIDEOVAL AS	PASSENGER	FIRESTONE	225/50R18		95W	$0.00	$198.44	20%	$158.75
138644	FH WIDEOVAL AS	PASSENGER	FIRESTONE	225/55R16		95H	$0.00	$140.43	20%	$112.34
138712	FH WIDEOVAL AS	PASSENGER	FIRESTONE	225/55R17		97V	$0.00	$166.76	20%	$133.41
001285	FH WIDEOVAL AS	PASSENGER	FIRESTONE	235/45R17	XL	97W	$0.00	$165.63	20%	$132.50
009249	FH WIDEOVAL AS	PASSENGER	FIRESTONE	235/50R17		96W	$0.00	$195.84	20%	$156.67
136570	FH WIDEOVAL AS	PASSENGER	FIRESTONE	235/50R18		97W	$0.00	$206.71	20%	$165.37
009300	FH WIDEOVAL AS	PASSENGER	FIRESTONE	235/55R18		100V	$0.00	$186.64	20%	$149.31
136740	FH WIDEOVAL AS	PASSENGER	FIRESTONE	245/35R20	XL	95W	$0.00	$243.35	20%	$194.68
136621	FH WIDEOVAL AS	PASSENGER	FIRESTONE	245/40R18	XL	97W	$0.00	$210.22	20%	$168.18
136655	FH WIDEOVAL AS	PASSENGER	FIRESTONE	245/40R19	XL	98W	$0.00	$220.73	20%	$176.59
136604	FH WIDEOVAL AS	PASSENGER	FIRESTONE	245/45R18	XL	100W	$0.00	$200.22	20%	$160.18
146634	FH WIDEOVAL AS	PASSENGER	FIRESTONE	245/45R19		98W	$0.00	$201.28	20%	$161.03
136706	FH WIDEOVAL AS	PASSENGER	FIRESTONE	245/45R20	XL	103W	$0.00	$220.74	20%	$176.60
001287	FH WIDEOVAL AS	PASSENGER	FIRESTONE	245/50R19	XL	105W	$0.00	$199.21	20%	$159.37
146600	FH WIDEOVAL AS	PASSENGER	FIRESTONE	245/55R18		103W	$0.00	$200.43	20%	$160.35
146685	FH WIDEOVAL AS	PASSENGER	FIRESTONE	275/40R20	XL	106W	$0.00	$259.32	20%	$207.45
139987	FH WIDEOVAL AS	PASSENGER	FIRESTONE	P205/60R16		91V	$0.00	$119.00	20%	$95.20
136451	FH WIDEOVAL AS	PASSENGER	FIRESTONE	P215/50R17	XL	93W	$0.00	$170.17	20%	$136.13
138695	FH WIDEOVAL AS	PASSENGER	FIRESTONE	P215/55R17		93V	$0.00	$160.11	20%	$128.09
138331	FH WIDEOVAL AS	PASSENGER	FIRESTONE	P215/55R18		94H	$0.00	$164.75	20%	$131.80
138559	FH WIDEOVAL AS	PASSENGER	FIRESTONE	P225/60R16		97H	$0.00	$120.78	20%	$96.62
138814	FH WIDEOVAL AS	PASSENGER	FIRESTONE	P225/60R18		99H	$0.00	$163.43	20%	$130.75
136434	FH WIDEOVAL AS	PASSENGER	FIRESTONE	P235/55R17		98W	$0.00	$175.11	20%	$140.09
001283	FH WIDEOVAL AS	PASSENGER	FIRESTONE	P245/50R16		96W	$0.00	$155.39	20%	$124.31
136757	FHWOVALINDY500	PASSENGER	FIRESTONE	195/55R15		85W	$0.00	$88.11	20%	$70.49
137148	FHWOVALINDY500	PASSENGER	FIRESTONE	205/40R17	XL	84W	$0.00	$100.05	20%	$80.03
136961	FHWOVALINDY500	PASSENGER	FIRESTONE	205/45R16		83W	$0.00	$102.10	20%	$81.68
136910	FHWOVALINDY500	PASSENGER	FIRESTONE	205/50R16		87W	$0.00	$108.16	20%	$86.52
137012	FHWOVALINDY500	PASSENGER	FIRESTONE	205/50R17	XL	93W	$0.00	$122.68	20%	$98.14
136842	FHWOVALINDY500	PASSENGER	FIRESTONE	205/55R16		91W	$0.00	$105.50	20%	$84.40
137063	FHWOVALINDY500	PASSENGER	FIRESTONE	215/45R17	XL	91W	$0.00	$114.95	20%	$91.96

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137029	FHWOVALINDY500	PASSENGER	FIRESTONE	215/50R17	XL	95W	$0.00	$128.80	20%	$103.04
136876	FHWOVALINDY500	PASSENGER	FIRESTONE	215/55R16		93W	$0.00	$106.27	20%	$85.01
137335	FHWOVALINDY500	PASSENGER	FIRESTONE	225/40R18	XL	92W	$0.00	$124.85	20%	$99.87
137080	FHWOVALINDY500	PASSENGER	FIRESTONE	225/45R17	XL	94W	$0.00	$120.94	20%	$96.75
137267	FHWOVALINDY500	PASSENGER	FIRESTONE	225/45R18		91W	$0.00	$151.97	20%	$121.57
136927	FHWOVALINDY500	PASSENGER	FIRESTONE	225/50R16		92W	$0.00	$117.37	20%	$93.89
137046	FHWOVALINDY500	PASSENGER	FIRESTONE	225/50R17		94W	$0.00	$129.28	20%	$103.42
136893	FHWOVALINDY500	PASSENGER	FIRESTONE	225/55R16		95W	$0.00	$111.51	20%	$89.21
136978	FHWOVALINDY500	PASSENGER	FIRESTONE	225/55R17		97W	$0.00	$126.78	20%	$101.42
137352	FHWOVALINDY500	PASSENGER	FIRESTONE	235/40R18	XL	95W	$0.00	$157.18	20%	$125.74
137097	FHWOVALINDY500	PASSENGER	FIRESTONE	235/45R17	XL	97W	$0.00	$131.20	20%	$104.96
137250	FHWOVALINDY500	PASSENGER	FIRESTONE	235/50R18		97W	$0.00	$158.13	20%	$126.50
136995	FHWOVALINDY500	PASSENGER	FIRESTONE	235/55R17		99W	$0.00	$135.93	20%	$108.74
137182	FHWOVALINDY500	PASSENGER	FIRESTONE	245/40R17		91W	$0.00	$137.99	20%	$110.39
137369	FHWOVALINDY500	PASSENGER	FIRESTONE	245/40R18	XL	97W	$0.00	$182.43	20%	$145.94
137114	FHWOVALINDY500	PASSENGER	FIRESTONE	245/45R17		95W	$0.00	$131.83	20%	$105.46
137284	FHWOVALINDY500	PASSENGER	FIRESTONE	245/45R18	XL	100W	$0.00	$178.89	20%	$143.11
146787	FHWOVALINDY500	PASSENGER	FIRESTONE	245/45R19		98W	$0.00	$181.26	20%	$145.01
137522	FHWOVALINDY500	PASSENGER	FIRESTONE	245/45R20	XL	103W	$0.00	$173.77	20%	$139.01
136944	FHWOVALINDY500	PASSENGER	FIRESTONE	245/50R16		97W	$0.00	$126.52	20%	$101.21
137437	FHWOVALINDY500	PASSENGER	FIRESTONE	245/50R19	XL	105W	$0.00	$184.83	20%	$147.86
137590	FHWOVALINDY500	PASSENGER	FIRESTONE	255/35R20	XL	97W	$0.00	$156.34	20%	$125.07
137131	FHWOVALINDY500	PASSENGER	FIRESTONE	255/45R17		98W	$0.00	$142.37	20%	$113.89
137556	FHWOVALINDY500	PASSENGER	FIRESTONE	255/45R20		101W	$0.00	$180.70	20%	$144.56
137420	FHWOVALINDY500	PASSENGER	FIRESTONE	275/35R18		95W	$0.00	$215.30	20%	$172.24
137607	FHWOVALINDY500	PASSENGER	FIRESTONE	275/35R20	XL	102W	$0.00	$229.30	20%	$183.44
137216	FHWOVALINDY500	PASSENGER	FIRESTONE	275/40R17		98W	$0.00	$155.70	20%	$124.56
023988	FHWOVALINDY500	PASSENGER	FIRESTONE	275/40R20	XL	106W	$0.00	$213.22	20%	$170.57
137505	FHWOVALINDY500	PASSENGER	FIRESTONE	285/35R19		99W	$0.00	$240.93	20%	$192.74
048136	FR710	PASSENGER	FIRESTONE	215/65R16		98T	$0.00	$98.47	NET	$75.30
148011	FR710	PASSENGER	FIRESTONE	225/65R16		100T	$0.00	$101.79	NET	$74.27
124687	FR710	PASSENGER	FIRESTONE	235/65R16		103T	$0.00	$106.59	NET	$81.26
085808	FR710	PASSENGER	FIRESTONE	P175/65R14		81T	$0.00	$76.71	NET	$57.85
147977	FR710	PASSENGER	FIRESTONE	P185/60R14		82H	$0.00	$81.00	NET	$64.35
070355	FR710	PASSENGER	FIRESTONE	P185/60R15		84T	$0.00	$81.84	NET	$60.15
085825	FR710	PASSENGER	FIRESTONE	P185/65R14		85T	$0.00	$78.82	20%	$63.06
085842	FR710	PASSENGER	FIRESTONE	P185/65R15		86T	$0.00	$79.35	NET	$59.92
124670	FR710	PASSENGER	FIRESTONE	P195/60R15		87H	$0.00	$85.70	NET	$67.36
085893	FR710	PASSENGER	FIRESTONE	P195/65R15		89T	$0.00	$82.67	20%	$66.14
124738	FR710	PASSENGER	FIRESTONE	P205/50R16		86H	$0.00	$103.29	NET	$80.13
085876	FR710	PASSENGER	FIRESTONE	P205/55R16		89T	$0.00	$100.93	NET	$77.30
124653	FR710	PASSENGER	FIRESTONE	P205/60R16		91H	$0.00	$96.44	NET	$73.38
085910	FR710	PASSENGER	FIRESTONE	P205/65R15		92T	$0.00	$86.14	NET	$71.01
047150	FR710	PASSENGER	FIRESTONE	P205/70R15		95S	$0.00	$81.72	20%	$65.38
066105	FR710	PASSENGER	FIRESTONE	P215/55R17		93S	$0.00	$125.88	NET	$74.01
085961	FR710	PASSENGER	FIRESTONE	P215/60R16		94T	$0.00	$101.58	NET	$81.55
112345	FR710	PASSENGER	FIRESTONE	P215/60R16		94S	$0.00	$101.58	NET	$74.77
124721	FR710	PASSENGER	FIRESTONE	P215/60R17		95T	$0.00	$110.62	NET	$86.20
085927	FR710	PASSENGER	FIRESTONE	P215/65R15		95T	$0.00	$90.38	NET	$69.05
070389	FR710	PASSENGER	FIRESTONE	P215/65R17		98T	$0.00	$106.92	20%	$85.53
047167	FR710	PASSENGER	FIRESTONE	P215/70R15		97S	$0.00	$85.83	20%	$68.66
124755	FR710	PASSENGER	FIRESTONE	P225/50R17		93T	$0.00	$134.99	NET	$99.08
084873	FR710	PASSENGER	FIRESTONE	P225/55R17		95T	$0.00	$133.60	NET	$96.85
085859	FR710	PASSENGER	FIRESTONE	P225/60R16		97T	$0.00	$102.46	NET	$89.76
084856	FR710	PASSENGER	FIRESTONE	P225/60R17		98H	$0.00	$116.54	NET	$97.80
134037	FR710	PASSENGER	FIRESTONE	P225/60R18		99T	$0.00	$136.02	NET	$77.17
138253	FR710	PASSENGER	FIRESTONE	P225/65R17		100T	$0.00	$114.53	NET	$83.15
084890	FR710	PASSENGER	FIRESTONE	P235/55R17		98H	$0.00	$142.54	NET	$110.22
070372	FR710	PASSENGER	FIRESTONE	P235/60R16		99T	$0.00	$106.44	NET	$79.54
079042	FR710	PASSENGER	FIRESTONE	P235/60R17		100T	$0.00	$126.94	NET	$81.09
001278	FR710	PASSENGER	FIRESTONE	P185/60R15		84H	$0.00	$98.30	20%	$78.64
003192	FR710	PASSENGER	FIRESTONE	P185/65R15		86H	$0.00	$82.52	20%	$66.02
000593	FR740	PASSENGER	FIRESTONE	P215/45R17		87W	$0.00	$134.95	20%	$107.95
001511	FR740	PASSENGER	FIRESTONE	185/55R16		83H	$0.00	$113.36	20%	$90.69
001549	FR740	PASSENGER	FIRESTONE	185/60R15		84T	$0.00	$98.87	20%	$79.09
001548	FRHWK GT H	PASSENGER	FIRESTONE	185/55R15		82H	$0.00	$104.00	20%	$83.20
149932	FRHWK GT H	PASSENGER	FIRESTONE	P235/50R18		97H	$0.00	$224.10	20%	$179.28
126965	FRHWK GT V	PASSENGER	FIRESTONE	185/55R15		82V	$0.00	$113.04	20%	$90.43
134054	FRHWK GT V	PASSENGER	FIRESTONE	245/45R20		99V	$0.00	$248.65	20%	$198.92
043495	FRHWK GTA03	PASSENGER	FIRESTONE	P215/55R18		94T	$0.00	$180.32	20%	$144.25
057333	FRHWKWOVALRFT	PASSENGER	FIRESTONE	P245/40R18		88Y	$0.00	$219.85	20%	$175.88
057367	FRHWKWOVALRFT	PASSENGER	FIRESTONE	P285/35R19		90Y	$0.00	$309.44	20%	$247.54
140939	PL PREC TOURING	PASSENGER	FIRESTONE	195/55R15		87H	$0.00	$98.97	20%	$79.18
140820	PL PREC TOURING	PASSENGER	FIRESTONE	215/55R16		93H	$0.00	$101.22	20%	$80.98

BRIDGESTONE

2015 WSCA PRICING

4/1/2015 - 3/31/2016

Material Number	TIRE PATTERN	TIRE TYPE	BRAND	SIZE	PLY	LOAD INDEX	FET	11/1/2014 GOVERNMENT CATALOG PRICE	2015 STANDARD DISCOUNTS/ NET	STATE OF ARIZONA PRICES
140735	PL PREC TOURING	PASSENGER	FIRESTONE	215/65R16		98T	$0.00	$88.71	NET	$73.51
148079	PL PREC TOURING	PASSENGER	FIRESTONE	225/65R16		100T	$0.00	$92.26	NET	$77.49
140905	PL PREC TOURING	PASSENGER	FIRESTONE	235/60R17		102T	$0.00	$114.83	20%	$91.86
147535	PL PREC TOURING	PASSENGER	FIRESTONE	235/65R16		103T	$0.00	$95.94	20%	$76.75
140990	PL PREC TOURING	PASSENGER	FIRESTONE	235/65R17		104T	$0.00	$112.24	20%	$89.79
147501	PL PREC TOURING	PASSENGER	FIRESTONE	P185/60R15		84T	$0.00	$73.28	20%	$58.63
141058	PL PREC TOURING	PASSENGER	FIRESTONE	P185/65R15		86T	$0.00	$71.85	20%	$57.48
141024	PL PREC TOURING	PASSENGER	FIRESTONE	P195/55R15		84H	$0.00	$83.24	20%	$66.59
140582	PL PREC TOURING	PASSENGER	FIRESTONE	P195/60R15		87T	$0.00	$74.77	20%	$59.81
140599	PL PREC TOURING	PASSENGER	FIRESTONE	P195/65R15		89T	$0.00	$74.84	20%	$59.87
140701	PL PREC TOURING	PASSENGER	FIRESTONE	P205/55R16		89T	$0.00	$96.29	20%	$77.03
140616	PL PREC TOURING	PASSENGER	FIRESTONE	P205/60R15		90T	$0.00	$79.79	20%	$63.83
140854	PL PREC TOURING	PASSENGER	FIRESTONE	P205/60R16		91H	$0.00	$91.58	20%	$73.26
140633	PL PREC TOURING	PASSENGER	FIRESTONE	P205/65R15		92T	$0.00	$78.13	20%	$62.50
140650	PL PREC TOURING	PASSENGER	FIRESTONE	P205/70R15		95S	$0.00	$73.73	20%	$58.99
141041	PL PREC TOURING	PASSENGER	FIRESTONE	P215/50R17	XL	93H	$0.00	$140.86	20%	$112.69
140888	PL PREC TOURING	PASSENGER	FIRESTONE	P215/55R17		93T	$0.00	$117.16	20%	$93.73
140667	PL PREC TOURING	PASSENGER	FIRESTONE	P215/60R15		93T	$0.00	$84.42	20%	$67.54
140718	PL PREC TOURING	PASSENGER	FIRESTONE	P215/60R16		94T	$0.00	$94.90	NET	$77.50
147705	PL PREC TOURING	PASSENGER	FIRESTONE	P215/65R17		98T	$0.00	$101.61	20%	$81.28
140684	PL PREC TOURING	PASSENGER	FIRESTONE	P215/70R15		97S	$0.00	$77.71	20%	$62.17
140769	PL PREC TOURING	PASSENGER	FIRESTONE	P225/55R17		95T	$0.00	$127.84	20%	$102.27
140752	PL PREC TOURING	PASSENGER	FIRESTONE	P225/60R16		97T	$0.00	$96.30	NET	$80.01
140786	PL PREC TOURING	PASSENGER	FIRESTONE	P225/60R17		98H	$0.00	$111.41	NET	$94.65
140922	PL PREC TOURING	PASSENGER	FIRESTONE	P225/65R17		100T	$0.00	$108.95	20%	$87.16
140803	PL PREC TOURING	PASSENGER	FIRESTONE	P235/55R17		98H	$0.00	$135.58	20%	$109.26
147620	PL PREC TOURING	PASSENGER	FIRESTONE	P235/60R16		99T	$0.00	$100.15	20%	$80.12
138015	PRECISION SPORT	PASSENGER	FIRESTONE	205/60R15		91H	$0.00	$88.02	20%	$70.41
138202	PRECISION SPORT	PASSENGER	FIRESTONE	215/50R17	XL	95H	$0.00	$146.10	20%	$116.89
146923	PRECISION SPORT	PASSENGER	FIRESTONE	215/55R17		94V	$0.00	$139.29	20%	$111.44
138032	PRECISION SPORT	PASSENGER	FIRESTONE	215/60R15		94H	$0.00	$91.03	20%	$72.83
146872	PRECISION SPORT	PASSENGER	FIRESTONE	225/50R17		94V	$0.00	$152.11	20%	$121.69
113960	WINTERFORCE	PASSENGER	FIRESTONE	175/65R14		82S	$0.00	$117.61	20%	$94.08
113637	WINTERFORCE	PASSENGER	FIRESTONE	175/70R13		82S	$0.00	$90.07	20%	$72.05
114113	WINTERFORCE	PASSENGER	FIRESTONE	185/60R14		82S	$0.00	$120.56	20%	$96.45
114130	WINTERFORCE	PASSENGER	FIRESTONE	185/60R15		84S	$0.00	$125.60	20%	$100.48
113977	WINTERFORCE	PASSENGER	FIRESTONE	185/65R14		86S	$0.00	$123.69	20%	$98.95
113994	WINTERFORCE	PASSENGER	FIRESTONE	185/65R15		88S	$0.00	$131.27	20%	$105.01
113671	WINTERFORCE	PASSENGER	FIRESTONE	185/70R14		88S	$0.00	$98.50	20%	$78.80
114147	WINTERFORCE	PASSENGER	FIRESTONE	195/60R15		88S	$0.00	$128.85	NET	$71.05
114028	WINTERFORCE	PASSENGER	FIRESTONE	195/65R15		91S	$0.00	$135.83	NET	$73.68
113688	WINTERFORCE	PASSENGER	FIRESTONE	195/70R14		91S	$0.00	$103.42	20%	$82.74
114283	WINTERFORCE	PASSENGER	FIRESTONE	205/55R16		91S	$0.00	$170.26	20%	$136.20
114164	WINTERFORCE	PASSENGER	FIRESTONE	205/60R15		91S	$0.00	$134.84	20%	$107.87
114198	WINTERFORCE	PASSENGER	FIRESTONE	205/60R16		92S	$0.00	$143.95	NET	$72.39
114011	WINTERFORCE	PASSENGER	FIRESTONE	205/65R15		94S	$0.00	$139.22	NET	$78.88
113739	WINTERFORCE	PASSENGER	FIRESTONE	205/70R15		96S	$0.00	$110.37	20%	$88.30
114300	WINTERFORCE	PASSENGER	FIRESTONE	215/55R16		93S	$0.00	$175.56	NET	$94.50
114317	WINTERFORCE	PASSENGER	FIRESTONE	215/55R17		94S	$0.00	$183.19	NET	$87.98
114181	WINTERFORCE	PASSENGER	FIRESTONE	215/60R15		94S	$0.00	$145.05	20%	$116.04
114215	WINTERFORCE	PASSENGER	FIRESTONE	215/60R16		95S	$0.00	$151.44	NET	$98.86
114045	WINTERFORCE	PASSENGER	FIRESTONE	215/65R15		96S	$0.00	$142.11	20%	$113.68
113722	WINTERFORCE	PASSENGER	FIRESTONE	215/70R14		96S	$0.00	$114.11	20%	$91.29
113756	WINTERFORCE	PASSENGER	FIRESTONE	215/70R15		98S	$0.00	$115.69	NET	$71.34
114334	WINTERFORCE	PASSENGER	FIRESTONE	225/55R17		97S	$0.00	$188.87	NET	$87.86
114232	WINTERFORCE	PASSENGER	FIRESTONE	225/60R16		98S	$0.00	$166.52	NET	$81.89
114249	WINTERFORCE	PASSENGER	FIRESTONE	225/60R17		99S	$0.00	$183.16	20%	$146.53
114266	WINTERFORCE	PASSENGER	FIRESTONE	225/60R18		100S	$0.00	$201.50	20%	$161.20
114351	WINTERFORCE	PASSENGER	FIRESTONE	235/55R17		99S	$0.00	$196.41	NET	$94.04
113450	WINTERFORCE	PASSENGER	FIRESTONE	P195/75R14		92S	$0.00	$101.70	20%	$81.36
000792	WINTERFORCE	PASSENGER	FIRESTONE	P205/50R16		86S	$0.00	$172.42	20%	$137.94
113467	WINTERFORCE	PASSENGER	FIRESTONE	P205/75R14		95S	$0.00	$107.27	20%	$85.81
113484	WINTERFORCE	PASSENGER	FIRESTONE	P205/75R15		97S	$0.00	$109.79	NET	$59.09
114079	WINTERFORCE	PASSENGER	FIRESTONE	P215/65R17		98S	$0.00	$176.66	20%	$141.33
123650	WINTERFORCE	PASSENGER	FIRESTONE	P225/50R16		91S	$0.00	$187.02	20%	$149.62
122511	WINTERFORCE	PASSENGER	FIRESTONE	P225/50R17		93S	$0.00	$235.17	NET	111.14
114062	WINTERFORCE UV	PASSENGER	FIRESTONE	215/65R16		98S	$0.00	$176.15	20%	$140.92
113773	WINTERFORCE UV	PASSENGER	FIRESTONE	225/70R15		100S	$0.00	$137.54	20%	$110.03
114096	WINTERFORCE UV	PASSENGER	FIRESTONE	245/65R17		107S	$0.00	$230.21	NET	$109.64
113807	WINTERFORCE UV	PASSENGER	FIRESTONE	P215/70R16		99S	$0.00	$159.21	NET	$101.45
113501	WINTERFORCE UV	PASSENGER	FIRESTONE	P215/75R15		100S	$0.00	$134.02	20%	$107.21
113841	WINTERFORCE UV	PASSENGER	FIRESTONE	P225/70R16		101S	$0.00	$160.31	20%	$128.25
113518	WINTERFORCE UV	PASSENGER	FIRESTONE	P225/75R15		102S	$0.00	$140.46	20%	$112.36
113569	WINTERFORCE UV	PASSENGER	FIRESTONE	P225/75R16	XL	106S	$0.00	$162.85	NET	$81.02

BRIDGESTONE

2015 WSCA PRICING

4/1/2015 - 3/31/2016

Material Number	TIRE PATTERN	TIRE TYPE	BRAND	SIZE	PLY	LOAD INDEX	FET	11/1/2014 GOVERNMENT CATALOG PRICE	2015 STANDARD DISCOUNTS/ NET	STATE OF ARIZONA PRICES
122460	WINTERFORCE UV	PASSENGER	FIRESTONE	P235/65R16		101S	$0.00	$192.75	20%	$154.20
122477	WINTERFORCE UV	PASSENGER	FIRESTONE	P235/65R17		103S	$0.00	$219.84	20%	$175.87
113790	WINTERFORCE UV	PASSENGER	FIRESTONE	P235/70R15		102S	$0.00	$152.68	20%	$122.14
000786	WINTERFORCE UV	PASSENGER	FIRESTONE	P235/70R16	XL	107S	$0.00	$169.61	20%	$135.69
113535	WINTERFORCE UV	PASSENGER	FIRESTONE	P235/75R15		105S	$0.00	$147.20	NET	$94.88
113552	WINTERFORCE UV	PASSENGER	FIRESTONE	P235/75R15	XL	108S	$0.00	$159.68	NET	$83.61
000787	WINTERFORCE UV	PASSENGER	FIRESTONE	P245/70R16		106S	$0.00	$174.16	20%	$139.32
122494	WINTERFORCE UV	PASSENGER	FIRESTONE	P245/70R17		108S	$0.00	$191.03	20%	$152.82
000788	WINTERFORCE UV	PASSENGER	FIRESTONE	P245/75R16		109S	$0.00	$166.74	20%	$133.39
113909	WINTERFORCE UV	PASSENGER	FIRESTONE	P255/70R16		109S	$0.00	$180.10	20%	$144.07
113926	WINTERFORCE UV	PASSENGER	FIRESTONE	P265/70R16		111S	$0.00	$186.45	20%	$149.16
000789	WINTERFORCE UV	PASSENGER	FIRESTONE	P265/70R17		113S	$0.00	$201.22	20%	$160.97
124279	WINTERFORCE UV	PASSENGER	FIRESTONE	P265/75R15		112S	$0.00	$167.51	20%	$134.01
113620	WINTERFORCE UV	PASSENGER	FIRESTONE	P265/75R16		114S	$0.00	$180.25	20%	$144.20
150770	BLIZZAK W965	LIGHT TRUCK	BRIDGESTONE	LT215/85R16	E	115Q	$0.00	$230.10	20%	$184.08
150797	BLIZZAK W965	LIGHT TRUCK	BRIDGESTONE	LT225/75R16	E	115Q	$0.00	$230.19	NET	$129.09
214963	BLIZZAK W965	LIGHT TRUCK	BRIDGESTONE	LT235/80R17	E	120Q	$0.00	$289.76	20%	$231.81
150789	BLIZZAK W965	LIGHT TRUCK	BRIDGESTONE	LT235/85R16	E	120Q	$0.00	$248.86	20%	$199.08
200479	BLIZZAK W965	LIGHT TRUCK	BRIDGESTONE	LT245/70R17	E	119Q	$0.00	$270.97	20%	$216.78
150800	BLIZZAK W965	LIGHT TRUCK	BRIDGESTONE	LT245/75R16	E	120Q	$0.00	$248.86	20%	$199.08
207585	BLIZZAK W965	LIGHT TRUCK	BRIDGESTONE	LT265/70R17	E	121Q	$0.00	$287.47	20%	$229.97
156477	BLIZZAK W965	LIGHT TRUCK	BRIDGESTONE	LT265/75R16	E	123Q	$0.00	$255.55	20%	$204.44
003774	DLR H/L 400 EXT	LIGHT TRUCK	BRIDGESTONE	235/50R18		97H	$0.00	$259.78	20%	$207.82
003776	DLR HP SPT EXT	LIGHT TRUCK	BRIDGESTONE	235/45R19		95V	$0.00	$277.21	20%	$221.77
001734	DLRHLALNZPLS	LIGHT TRUCK	BRIDGESTONE	P285/45R22		110H	$0.00	$318.51	20%	$254.81
131232	DUELER A/T 693 II	LIGHT TRUCK	BRIDGESTONE	235/60R17		102H	$0.00	$210.71	20%	$168.57
102247	DUELER A/T REVO 2	LIGHT TRUCK	BRIDGESTONE	P235/65R17		103T	$0.00	$238.08	NET	$93.04
081354	DUELER A/T REVO 2	LIGHT TRUCK	BRIDGESTONE	P235/70R16		104T	$0.00	$200.85	NET	$104.68
081694	DUELER A/T REVO 2	LIGHT TRUCK	BRIDGESTONE	P235/75R15	XL	108T	$0.00	$185.79	NET	$103.56
081456	DUELER A/T REVO 2	LIGHT TRUCK	BRIDGESTONE	P235/75R17		108T	$0.00	$215.63	NET	$106.92
081286	DUELER A/T REVO 2	LIGHT TRUCK	BRIDGESTONE	P245/65R17		105T	$0.00	$245.47	NET	$107.05
081320	DUELER A/T REVO 2	LIGHT TRUCK	BRIDGESTONE	P245/70R16		106T	$0.00	$209.57	NET	$111.66
081626	DUELER A/T REVO 2	LIGHT TRUCK	BRIDGESTONE	P245/70R17		108T	$0.00	$221.73	NET	$109.90
081405	DUELER A/T REVO 2	LIGHT TRUCK	BRIDGESTONE	P245/75R16		109T	$0.00	$195.81	NET	$113.28
081677	DUELER A/T REVO 2	LIGHT TRUCK	BRIDGESTONE	P245/75R17		110T	$0.00	$225.13	NET	$117.81
081660	DUELER A/T REVO 2	LIGHT TRUCK	BRIDGESTONE	P255/65R17		108T	$0.00	$263.69	NET	$111.12
081524	DUELER A/T REVO 2	LIGHT TRUCK	BRIDGESTONE	P255/70R16		109T	$0.00	$216.72	NET	$114.85
081643	DUELER A/T REVO 2	LIGHT TRUCK	BRIDGESTONE	P255/70R17		110T	$0.00	$229.33	NET	$115.37
102196	DUELER A/T REVO 2	LIGHT TRUCK	BRIDGESTONE	P255/70R18		112T	$0.00	$252.65	NET	$122.16
102230	DUELER A/T REVO 2	LIGHT TRUCK	BRIDGESTONE	P265/60R18		109T	$0.00	$284.29	NET	$117.36
081592	DUELER A/T REVO 2	LIGHT TRUCK	BRIDGESTONE	P265/65R17		110T	$0.00	$265.55	NET	$118.22
102213	DUELER A/T REVO 2	LIGHT TRUCK	BRIDGESTONE	P265/65R18		112T	$0.00	$278.07	NET	$123.36
081541	DUELER A/T REVO 2	LIGHT TRUCK	BRIDGESTONE	P265/70R16		111T	$0.00	$229.17	NET	$120.39
081303	DUELER A/T REVO 2	LIGHT TRUCK	BRIDGESTONE	P265/70R17		113T	$0.00	$242.49	NET	$121.99
081473	DUELER A/T REVO 2	LIGHT TRUCK	BRIDGESTONE	P265/70R18		114T	$0.00	$263.18	NET	$128.30
081371	DUELER A/T REVO 2	LIGHT TRUCK	BRIDGESTONE	P265/75R16		114T	$0.00	$211.63	NET	$123.03
102281	DUELER A/T REVO 2	LIGHT TRUCK	BRIDGESTONE	P275/55R20		111T	$0.00	$313.90	NET	$134.14
102264	DUELER A/T REVO 2	LIGHT TRUCK	BRIDGESTONE	P275/60R20		114T	$0.00	$304.18	NET	$136.37
081609	DUELER A/T REVO 2	LIGHT TRUCK	BRIDGESTONE	P275/65R18		114T	$0.00	$289.64	NET	$130.28
123276	DUELER A/T REVO 2	LIGHT TRUCK	BRIDGESTONE	P285/45R22		110H	$0.00	$374.58	NET	$132.99
081439	DUELER A/T REVO 2	LIGHT TRUCK	BRIDGESTONE	P285/70R17		117T	$0.00	$257.26	NET	$136.61
246505	DUELER A/T RH-S	LIGHT TRUCK	BRIDGESTONE	LT265/70R17	C	112Q	$0.00	$262.89	20%	$210.32
057945	DUELER A/T RH-S	LIGHT TRUCK	BRIDGESTONE	P255/70R18		112S	$0.00	$240.16	20%	$192.13
054018	DUELER A/T RH-S	LIGHT TRUCK	BRIDGESTONE	P265/65R18		112S	$0.00	$245.02	20%	$196.02
054035	DUELER A/T RH-S	LIGHT TRUCK	BRIDGESTONE	P265/65R18		112S	$0.00	$257.26	20%	$205.81
002993	DUELER A/T RH-S	LIGHT TRUCK	BRIDGESTONE	P265/70R17		113S	$0.00	$211.70	20%	$169.36
086505	DUELER A/T RH-S	LIGHT TRUCK	BRIDGESTONE	P265/70R17		113S	$0.00	$211.70	20%	$169.36
086097	DUELER A/T RH-S	LIGHT TRUCK	BRIDGESTONE	P265/70R17		113S	$0.00	$222.30	NET	$127.92
107925	DUELER A/T RH-S	LIGHT TRUCK	BRIDGESTONE	P275/55R20		111T	$0.00	$272.44	20%	$217.95
107942	DUELER A/T RH-S	LIGHT TRUCK	BRIDGESTONE	P285/45R22		110H	$0.00	$334.31	20%	$267.45
212141	DUELER AT REVO 2	LIGHT TRUCK	BRIDGESTONE	31X10.50R15LT	C	109S	$0.00	$232.40	NET	$121.44
212124	DUELER AT REVO 2	LIGHT TRUCK	BRIDGESTONE	LT235/85R16	E	120R	$0.00	$254.37	NET	$121.54
212175	DUELER AT REVO 2	LIGHT TRUCK	BRIDGESTONE	LT245/70R17	E	119R	$0.00	$270.36	NET	$125.91
212107	DUELER AT REVO 2	LIGHT TRUCK	BRIDGESTONE	LT245/75R16	E	120S	$0.00	$251.60	NET	$148.08
212192	DUELER AT REVO 2	LIGHT TRUCK	BRIDGESTONE	LT245/75R17	E	121R	$0.00	$280.33	NET	$129.28
223861	DUELER AT REVO 2	LIGHT TRUCK	BRIDGESTONE	LT255/75R17	C	111R	$0.00	$282.79	NET	$129.42
206531	DUELER AT REVO 2	LIGHT TRUCK	BRIDGESTONE	LT265/70R17	E	121S	$0.00	$287.14	NET	$149.43
206548	DUELER AT REVO 2	LIGHT TRUCK	BRIDGESTONE	LT265/75R16	E	123R	$0.00	$281.43	NET	$173.64
212056	DUELER AT REVO 2	LIGHT TRUCK	BRIDGESTONE	LT275/65R18	E	123S	$0.00	$376.34	NET	$148.50
214623	DUELER AT REVO 2	LIGHT TRUCK	BRIDGESTONE	LT275/65R20	E	126S	$2.36	$398.11	NET	$157.70
245451	DUELER AT REVO 2	LIGHT TRUCK	BRIDGESTONE	LT275/70R18	E	125S	$0.00	$357.53	NET	$139.94
206514	DUELER AT REVO 2	LIGHT TRUCK	BRIDGESTONE	LT285/65R18	E	125R	$1.32	$379.68	NET	$161.02
212158	DUELER AT REVO 2	LIGHT TRUCK	BRIDGESTONE	LT285/70R17	E	121R	$0.00	$310.58	NET	$154.56
206480	DUELER AT REVO 2	LIGHT TRUCK	BRIDGESTONE	LT285/75R16	E	126R	$2.36	$298.79	NET	$153.03

BRIDGESTONE

2015 WSCA PRICING

4/1/2015 - 3/31/2016

Material Number	TIRE PATTERN	TIRE TYPE	BRAND	SIZE	PLY	LOAD INDEX	FET	11/1/2014 GOVERNMENT CATALOG PRICE	2015 STANDARD DISCOUNTS/ NET	STATE OF ARIZONA PRICES
232497	DUELER AT REVO 2	LIGHT TRUCK	BRIDGESTONE	LT315/70R17	E	121S	$0.00	$341.20	NET	$171.25
003628	DUELER H/L 33	LIGHT TRUCK	BRIDGESTONE	225/60R18		100H	$0.00	$212.06	20%	$169.65
003627	DUELER H/L 33	LIGHT TRUCK	BRIDGESTONE	235/55R18		100V	$0.00	$242.22	20%	$193.78
142724	DUELER H/L 400	LIGHT TRUCK	BRIDGESTONE	225/65R17		102T	$0.00	$192.27	20%	$153.82
131266	DUELER H/L 400	LIGHT TRUCK	BRIDGESTONE	235/60R17		102V	$0.00	$230.68	20%	$184.54
131300	DUELER H/L 400	LIGHT TRUCK	BRIDGESTONE	255/55R17		104V	$0.00	$247.49	20%	$197.99
003197	DUELER H/L 400	LIGHT TRUCK	BRIDGESTONE	255/55R18		105H	$0.00	$243.78	20%	$195.02
092982	DUELER H/L 400	LIGHT TRUCK	BRIDGESTONE	255/55R18	XL	109H	$0.00	$252.33	20%	$201.86
013958	DUELER H/L 400	LIGHT TRUCK	BRIDGESTONE	265/50R19	XL	110H	$0.00	$279.52	20%	$223.62
002687	DUELER H/L 400	LIGHT TRUCK	BRIDGESTONE	275/45R20	XL	110H	$0.00	$246.55	20%	$197.24
000632	DUELER H/L 400	LIGHT TRUCK	BRIDGESTONE	P225/55R18		82H	$0.00	$215.68	20%	$172.54
127696	DUELER H/L 400	LIGHT TRUCK	BRIDGESTONE	P235/55R17		98T	$0.00	$203.25	20%	$162.60
133289	DUELER H/L 400	LIGHT TRUCK	BRIDGESTONE	P235/55R19		101V	$0.00	$270.56	20%	$216.45
135618	DUELER H/L 400	LIGHT TRUCK	BRIDGESTONE	P235/55R19		101H	$0.00	$248.91	20%	$199.13
087372	DUELER H/L 400	LIGHT TRUCK	BRIDGESTONE	P235/60R18		102V	$0.00	$245.39	20%	$196.31
126761	DUELER H/L 400	LIGHT TRUCK	BRIDGESTONE	P235/60R18		102H	$0.00	$229.01	20%	$183.21
095260	DUELER H/L 400	LIGHT TRUCK	BRIDGESTONE	P245/50R20		102V	$0.00	$282.78	20%	$226.23
086131	DUELER H/L 400	LIGHT TRUCK	BRIDGESTONE	P245/55R19		103S	$0.00	$257.88	20%	$206.31
133272	DUELER H/L 400	LIGHT TRUCK	BRIDGESTONE	P245/60R18		104H	$0.00	$238.58	20%	$190.87
112056	DUELER H/L 400	LIGHT TRUCK	BRIDGESTONE	P245/65R17		105S	$0.00	$208.64	20%	$166.91
127084	DUELER H/L 400	LIGHT TRUCK	BRIDGESTONE	P255/55R18		104T	$0.00	$224.28	20%	$179.43
118312	DUELER H/L 400	LIGHT TRUCK	BRIDGESTONE	P265/45R21		104V	$0.00	$325.23	20%	$260.18
142469	DUELER H/L 400 ECOPIA	LIGHT TRUCK	BRIDGESTONE	P215/70R17		100H	$0.00	$180.38	20%	$144.30
110169	DUELER H/L 400 MOE	LIGHT TRUCK	BRIDGESTONE	255/50R19	XL	107H	$0.00	$285.47	20%	$228.37
126319	DUELER H/L 400 MOE	LIGHT TRUCK	BRIDGESTONE	275/50R20		109H	$0.00	$300.65	20%	$240.52
126404	DUELER H/L 400 RFT	LIGHT TRUCK	BRIDGESTONE	245/55R17		102H	$0.00	$246.06	20%	$196.85
058268	DUELER H/L 400 RFT	LIGHT TRUCK	BRIDGESTONE	255/50R19	XL	107H	$0.00	$280.03	20%	$224.03
058234	DUELER H/L 400 RFT	LIGHT TRUCK	BRIDGESTONE	255/55R18	XL	109H	$0.00	$277.85	20%	$222.28
131249	DUELER H/L 400 RFT	LIGHT TRUCK	BRIDGESTONE	P235/55R18		99H	$0.00	$247.41	20%	$197.92
146090	DUELER H/L 422 ECOPIA	LIGHT TRUCK	BRIDGESTONE	215/65R16	XL	102V	$0.00	$213.23	20%	$170.59
132337	DUELER H/L 422 ECOPIA	LIGHT TRUCK	BRIDGESTONE	225/65R16		100H	$0.00	$206.35	20%	$165.08
122817	DUELER H/L 422 ECOPIA	LIGHT TRUCK	BRIDGESTONE	225/65R17		102H	$0.00	$185.92	20%	$148.74
146022	DUELER H/L 422 ECOPIA	LIGHT TRUCK	BRIDGESTONE	225/70R16		103H	$0.00	$186.84	20%	$149.48
002908	DUELER H/L 422 ECOPIA	LIGHT TRUCK	BRIDGESTONE	235/55R19	XL	105H	$0.00	$255.03	20%	$204.03
146175	DUELER H/L 422 ECOPIA	LIGHT TRUCK	BRIDGESTONE	235/60R17		102H	$0.00	$203.03	20%	$162.43
146107	DUELER H/L 422 ECOPIA	LIGHT TRUCK	BRIDGESTONE	235/60R18	XL	107V	$0.00	$242.75	20%	$194.20
146158	DUELER H/L 422 ECOPIA	LIGHT TRUCK	BRIDGESTONE	235/65R17	XL	108V	$0.00	$213.03	20%	$170.43
023529	DUELER H/L 422 ECOPIA	LIGHT TRUCK	BRIDGESTONE	245/55R19		103T	$0.00	$246.81	20%	$197.45
146124	DUELER H/L 422 ECOPIA	LIGHT TRUCK	BRIDGESTONE	255/55R18	XL	109V	$0.00	$250.07	20%	$200.06
000010	DUELER H/L 422 ECOPIA	LIGHT TRUCK	BRIDGESTONE	P215/70R16		99H	$0.00	$182.03	20%	$145.62
122834	DUELER H/L 422 ECOPIA	LIGHT TRUCK	BRIDGESTONE	P235/55R18		99V	$0.00	$224.49	20%	$179.60
146039	DUELER H/L 422 ECOPIA	LIGHT TRUCK	BRIDGESTONE	P235/65R18		104T	$0.00	$205.19	20%	$164.16
122766	DUELER H/L 422 ECOPIA	LIGHT TRUCK	BRIDGESTONE	P235/70R16		104T	$0.00	$181.82	20%	$145.30
144475	DUELER H/L 422 ECOPIA	LIGHT TRUCK	BRIDGESTONE	P245/50R20		102V	$0.00	$309.81	20%	$247.86
144424	DUELER H/L 422 ECOPIA	LIGHT TRUCK	BRIDGESTONE	P245/55R19		103S	$0.00	$246.81	20%	$197.45
000579	DUELER H/L 422 ECOPIA	LIGHT TRUCK	BRIDGESTONE	P245/60R18		104T	$0.00	$224.53	20%	$179.63
144441	DUELER H/L 422 ECOPIA	LIGHT TRUCK	BRIDGESTONE	P245/60R18		104H	$0.00	$233.88	20%	$187.11
144407	DUELER H/L 422 ECOPIA	LIGHT TRUCK	BRIDGESTONE	P245/65R17		105S	$0.00	$198.52	20%	$158.82
144456	DUELER H/L 422 ECOPIA	LIGHT TRUCK	BRIDGESTONE	P255/60R19		108H	$0.00	$238.60	20%	$190.89
144373	DUELER H/L 422 ECOPIA	LIGHT TRUCK	BRIDGESTONE	P255/65R18		109S	$0.00	$222.64	20%	$178.12
001368	DUELER H/L 422 ECOPIA	LIGHT TRUCK	BRIDGESTONE	225/55R19		99V	$0.00	$245.72	20%	$196.58
001367	DUELER H/L 422 ECOPIA	LIGHT TRUCK	BRIDGESTONE	235/50R18		97H	$0.00	$226.29	20%	$181.03
001370	DUELER H/L 422 ECOPIA	LIGHT TRUCK	BRIDGESTONE	P255/50R20		104H	$0.00	$309.31	20%	$247.46
047456	DUELER H/L 683	LIGHT TRUCK	BRIDGESTONE	P265/65R18		112H	$0.00	$262.47	20%	$209.98
133986	DUELER H/L ALENZA	LIGHT TRUCK	BRIDGESTONE	275/55R20		113H	$0.00	$264.10	20%	$211.28
127390	DUELER H/L ALENZA	LIGHT TRUCK	BRIDGESTONE	P255/55R20		107H	$0.00	$262.69	20%	$210.16
000238	DUELER H/L ALENZA	LIGHT TRUCK	BRIDGESTONE	P275/55R20		111S	$0.00	$229.97	20%	$183.98
053967	DUELER H/L ALENZA	LIGHT TRUCK	BRIDGESTONE	P275/55R20		111S	$0.00	$229.97	20%	$183.98
058574	DUELER H/L ALENZA	LIGHT TRUCK	BRIDGESTONE	P275/55R20		111H	$0.00	$264.10	20%	$211.28
023716	DUELER H/L ALENZA	LIGHT TRUCK	BRIDGESTONE	P285/45R22		110H	$0.00	$318.51	20%	$254.81
053984	DUELER H/L ALENZA	LIGHT TRUCK	BRIDGESTONE	P285/45R22		110H	$0.00	$318.51	20%	$254.81
003012	DUELER H/L ALENZA	LIGHT TRUCK	BRIDGESTONE	P275/60R20		114H	$0.00	$264.82	20%	$211.86
000455	DUELER H/L ALENZA PLUS	LIGHT TRUCK	BRIDGESTONE	235/55R18		100V	$0.00	$237.08	20%	$189.67
000441	DUELER H/L ALENZA PLUS	LIGHT TRUCK	BRIDGESTONE	235/65R17		104H	$0.00	$206.68	20%	$165.35
000433	DUELER H/L ALENZA PLUS	LIGHT TRUCK	BRIDGESTONE	235/70R16		106H	$0.00	$201.39	20%	$161.11
000459	DUELER H/L ALENZA PLUS	LIGHT TRUCK	BRIDGESTONE	255/50R19	XL	107W	$0.00	$299.25	20%	$239.40
000463	DUELER H/L ALENZA PLUS	LIGHT TRUCK	BRIDGESTONE	255/50R20	XL	109V	$0.00	$300.45	20%	$240.37
000457	DUELER H/L ALENZA PLUS	LIGHT TRUCK	BRIDGESTONE	255/55R19	XL	111V	$0.00	$285.00	20%	$228.01
000446	DUELER H/L ALENZA PLUS	LIGHT TRUCK	BRIDGESTONE	255/60R17		106H	$0.00	$216.48	20%	$173.19
000437	DUELER H/L ALENZA PLUS	LIGHT TRUCK	BRIDGESTONE	255/65R16		109H	$0.00	$218.48	20%	$174.79
000453	DUELER H/L ALENZA PLUS	LIGHT TRUCK	BRIDGESTONE	265/60R18		110V	$0.00	$249.89	20%	$199.91
000435	DUELER H/L ALENZA PLUS	LIGHT TRUCK	BRIDGESTONE	265/70R16		112T	$0.00	$217.26	20%	$173.81
000454	DUELER H/L ALENZA PLUS	LIGHT TRUCK	BRIDGESTONE	275/60R18		113H	$0.00	$260.53	20%	$208.43
000430	DUELER H/L ALENZA PLUS	LIGHT TRUCK	BRIDGESTONE	P225/75R16		104T	$0.00	$178.79	20%	$143.03

BRIDGESTONE

2015 WSCA PRICING

4/1/2015 - 3/31/2016

Material Number	TIRE PATTERN	TIRE TYPE	BRAND	SIZE	PLY	LOAD INDEX	FET	11/1/2014 GOVERNMENT CATALOG PRICE	2015 STANDARD DISCOUNTS/ NET	STATE OF ARIZONA PRICES
000458	DUELER H/L ALENZA PLUS	LIGHT TRUCK	BRIDGESTONE	P235/50R19		99H	$0.00	$246.31	20%	$197.05
000428	DUELER H/L ALENZA PLUS	LIGHT TRUCK	BRIDGESTONE	P235/75R15		105T	$0.00	$174.11	20%	$139.29
000456	DUELER H/L ALENZA PLUS	LIGHT TRUCK	BRIDGESTONE	P245/55R19		103T	$0.00	$252.15	20%	$201.72
000452	DUELER H/L ALENZA PLUS	LIGHT TRUCK	BRIDGESTONE	P245/60R18		104H	$0.00	$221.09	20%	$176.87
001331	DUELER H/L ALENZA PLUS	LIGHT TRUCK	BRIDGESTONE	P245/60R20		107H	$0.00	$243.67	20%	$194.94
000442	DUELER H/L ALENZA PLUS	LIGHT TRUCK	BRIDGESTONE	P245/65R17		105H	$0.00	$228.14	20%	$182.52
000434	DUELER H/L ALENZA PLUS	LIGHT TRUCK	BRIDGESTONE	P245/70R16		106H	$0.00	$210.16	20%	$168.13
000438	DUELER H/L ALENZA PLUS	LIGHT TRUCK	BRIDGESTONE	P245/70R17		108T	$0.00	$210.00	20%	$168.00
000431	DUELER H/L ALENZA PLUS	LIGHT TRUCK	BRIDGESTONE	P245/75R16		109T	$0.00	$191.93	20%	$153.55
000448	DUELER H/L ALENZA PLUS	LIGHT TRUCK	BRIDGESTONE	P255/65R18		109T	$0.00	$243.45	20%	$194.77
000435	DUELER H/L ALENZA PLUS	LIGHT TRUCK	BRIDGESTONE	P255/70R16		109T	$0.00	$207.13	20%	$165.71
000465	DUELER H/L ALENZA PLUS	LIGHT TRUCK	BRIDGESTONE	P265/50R20		106V	$0.00	$302.37	20%	$241.90
000445	DUELER H/L ALENZA PLUS	LIGHT TRUCK	BRIDGESTONE	P265/65R17		110T	$0.00	$248.33	20%	$198.67
000449	DUELER H/L ALENZA PLUS	LIGHT TRUCK	BRIDGESTONE	P265/65R18		112T	$0.00	$264.17	20%	$211.34
001464	DUELER H/L ALENZA PLUS	LIGHT TRUCK	BRIDGESTONE	P265/70R15		110T	$0.00	$214.58	20%	$171.66
000439	DUELER H/L ALENZA PLUS	LIGHT TRUCK	BRIDGESTONE	P265/70R17		113T	$0.00	$222.78	20%	$178.23
000440	DUELER H/L ALENZA PLUS	LIGHT TRUCK	BRIDGESTONE	P265/70R17		113H	$0.00	$248.42	20%	$198.74
000447	DUELER H/L ALENZA PLUS	LIGHT TRUCK	BRIDGESTONE	P265/70R18		114T	$0.00	$239.35	20%	$191.49
001332	DUELER H/L ALENZA PLUS	LIGHT TRUCK	BRIDGESTONE	P265/75R16		114T	$0.00	$217.86	20%	$174.29
000462	DUELER H/L ALENZA PLUS	LIGHT TRUCK	BRIDGESTONE	P275/60R20		114H	$0.00	$264.82	20%	$211.86
000451	DUELER H/L ALENZA PLUS	LIGHT TRUCK	BRIDGESTONE	P275/65R18		114H	$0.00	$273.28	20%	$218.63
000464	DUELER H/L ALENZA PLUS	LIGHT TRUCK	BRIDGESTONE	P285/50R20		111V	$0.00	$327.05	20%	$261.65
001732	DUELER H/L ALENZA PLUS	LIGHT TRUCK	BRIDGESTONE	P255/55R20		107H	$0.00	$262.69	20%	$210.16
001733	DUELER H/L ALENZA PLUS	LIGHT TRUCK	BRIDGESTONE	P275/55R20		111H	$0.00	$264.10	20%	$211.28
126812	DUELER H/P 92A	LIGHT TRUCK	BRIDGESTONE	P265/50R20		106V	$0.00	$310.70	20%	$248.56
127356	DUELER H/P 92A	LIGHT TRUCK	BRIDGESTONE	P265/60R18		109V	$0.00	$286.12	20%	$228.89
133595	DUELER H/P SPORT	LIGHT TRUCK	BRIDGESTONE	235/45R20	XL	100W	$0.00	$282.48	20%	$225.98
131317	DUELER H/P SPORT	LIGHT TRUCK	BRIDGESTONE	235/50R19		99V	$0.00	$252.29	20%	$201.83
141568	DUELER H/P SPORT	LIGHT TRUCK	BRIDGESTONE	235/55R19		101W	$0.00	$272.85	20%	$218.28
133561	DUELER H/P SPORT	LIGHT TRUCK	BRIDGESTONE	255/40R20	XL	101W	$0.00	$300.74	20%	$240.59
132711	DUELER H/P SPORT	LIGHT TRUCK	BRIDGESTONE	255/45R19		100V	$0.00	$290.19	20%	$232.15
133306	DUELER H/P SPORT	LIGHT TRUCK	BRIDGESTONE	255/45R20		101W	$0.00	$293.65	20%	$234.92
049020	DUELER H/P SPORT	LIGHT TRUCK	BRIDGESTONE	255/50R19		103V	$0.00	$273.74	20%	$218.99
140038	DUELER H/P SPORT	LIGHT TRUCK	BRIDGESTONE	255/50R19		103W	$0.00	$284.70	20%	$227.76
067890	DUELER H/P SPORT	LIGHT TRUCK	BRIDGESTONE	255/55R18	XL	109Y	$0.00	$260.01	20%	$208.00
067958	DUELER H/P SPORT	LIGHT TRUCK	BRIDGESTONE	275/40R20	XL	106Y	$0.00	$326.36	20%	$261.09
095107	DUELER H/P SPORT	LIGHT TRUCK	BRIDGESTONE	275/40R20		102W	$0.00	$315.30	20%	$252.24
098864	DUELER H/P SPORT	LIGHT TRUCK	BRIDGESTONE	275/45R19	XL	108Y	$0.00	$310.02	20%	$248.01
089038	DUELER H/P SPORT	LIGHT TRUCK	BRIDGESTONE	275/45R20	XL	110Y	$0.00	$318.64	20%	$254.92
067924	DUELER H/P SPORT	LIGHT TRUCK	BRIDGESTONE	285/45R19		107V	$0.00	$313.64	20%	$250.91
095124	DUELER H/P SPORT	LIGHT TRUCK	BRIDGESTONE	315/35R20		106W	$0.00	$382.06	20%	$305.65
003235	DUELER H/P SPORT	LIGHT TRUCK	BRIDGESTONE	235/50R18		97V	$0.00	$239.68	20%	$191.74
003234	DUELER H/P SPORT	LIGHT TRUCK	BRIDGESTONE	235/55R17		99V	$0.00	$215.96	20%	$172.77
000235	DUELER H/P SPORT AS	LIGHT TRUCK	BRIDGESTONE	225/60R18		100H	$0.00	$207.61	20%	$166.09
000234	DUELER H/P SPORT AS	LIGHT TRUCK	BRIDGESTONE	225/65R17		102H	$0.00	$183.71	20%	$146.97
142367	DUELER H/P SPORT AS	LIGHT TRUCK	BRIDGESTONE	225/65R17		102T	$0.00	$179.02	20%	$143.22
145835	DUELER H/P SPORT AS	LIGHT TRUCK	BRIDGESTONE	235/55R18		100V	$0.00	$208.41	20%	$166.73
000749	DUELER H/P SPORT AS	LIGHT TRUCK	BRIDGESTONE	235/55R20		102H	$0.00	$261.35	20%	$209.08
145937	DUELER H/P SPORT AS	LIGHT TRUCK	BRIDGESTONE	235/60R18	XL	107V	$0.00	$223.71	20%	$178.97
145903	DUELER H/P SPORT AS	LIGHT TRUCK	BRIDGESTONE	235/65R17	XL	108V	$0.00	$197.26	20%	$157.81
145988	DUELER H/P SPORT AS	LIGHT TRUCK	BRIDGESTONE	255/50R19	XL	107W	$0.00	$246.37	20%	$197.09
145954	DUELER H/P SPORT AS	LIGHT TRUCK	BRIDGESTONE	255/55R18	XL	109V	$0.00	$235.54	20%	$188.43
000324	DUELER H/P SPORT AS	LIGHT TRUCK	BRIDGESTONE	275/40R20	XL	105W	$0.00	$277.99	20%	$222.39
145852	DUELER H/P SPORT AS	LIGHT TRUCK	BRIDGESTONE	P245/60R18		104H	$0.00	$225.28	20%	$180.22
145869	DUELER H/P SPORT AS	LIGHT TRUCK	BRIDGESTONE	P255/60R19		108H	$0.00	$224.75	20%	$179.80
000200	DUELER H/P SPORT AS	LIGHT TRUCK	BRIDGESTONE	245/60R18		105H	$0.00	$225.28	20%	$180.22
001461	DUELER H/P SPORT AS	LIGHT TRUCK	BRIDGESTONE	245/60R18		105V	$0.00	$234.29	20%	$187.43
005220	DUELER H/P SPORT ECOPIA	LIGHT TRUCK	BRIDGESTONE	205/60R16		92H	$0.00	$196.69	20%	$157.35
135703	DUELER H/P SPORT MOE	LIGHT TRUCK	BRIDGESTONE	255/50R19		103W	$0.00	$298.40	20%	$238.72
135686	DUELER H/P SPORT MOE	LIGHT TRUCK	BRIDGESTONE	265/45R20		104Y	$0.00	$298.55	20%	$238.84
007957	DUELER H/P SPORT RFT	LIGHT TRUCK	BRIDGESTONE	205/55R17		91V	$0.00	$249.82	20%	$199.86
007974	DUELER H/P SPORT RFT	LIGHT TRUCK	BRIDGESTONE	225/45R18		91V	$0.00	$343.73	20%	$274.98
058285	DUELER H/P SPORT RFT	LIGHT TRUCK	BRIDGESTONE	255/50R19	XL	107W	$0.00	$309.23	20%	$247.38
090075	DUELER H/P SPORT RFT	LIGHT TRUCK	BRIDGESTONE	255/50R19	XL	107V	$0.00	$294.50	20%	$235.60
112243	DUELER H/P SPORT RFT	LIGHT TRUCK	BRIDGESTONE	275/40R20	XL	106W	$0.00	$339.23	20%	$271.39
112991	DUELER H/P SPORT RFT	LIGHT TRUCK	BRIDGESTONE	275/40R20	XL	106Y	$0.00	$339.23	20%	$271.39
058302	DUELER H/P SPORT RFT	LIGHT TRUCK	BRIDGESTONE	285/45R19	XL	111W	$0.00	$337.93	20%	$270.35
090092	DUELER H/P SPORT RFT	LIGHT TRUCK	BRIDGESTONE	285/45R19	XL	111V	$0.00	$321.84	20%	$257.47
112260	DUELER H/P SPORT RFT	LIGHT TRUCK	BRIDGESTONE	315/35R20	XL	110W	$0.00	$440.14	20%	$352.12
113008	DUELER H/P SPORT RFT	LIGHT TRUCK	BRIDGESTONE	315/35R20	XL	110Y	$0.00	$440.14	20%	$352.12
058438	DUELER H/T 684 II	LIGHT TRUCK	BRIDGESTONE	P235/60R18		102H	$0.00	$202.26	20%	$161.81
142758	DUELER H/T 684 II	LIGHT TRUCK	BRIDGESTONE	P245/60R20		107H	$0.00	$232.46	20%	$185.97
142741	DUELER H/T 684 II	LIGHT TRUCK	BRIDGESTONE	P245/70R17		108S	$0.00	$182.23	20%	$145.79
002959	DUELER H/T 684 II	LIGHT TRUCK	BRIDGESTONE	P255/70R17		110S	$0.00	$189.52	20%	$151.62

BRIDGESTONE

2015 WSCA PRICING

4/1/2015 - 3/31/2016

Material Number	TIRE PATTERN	TIRE TYPE	BRAND	SIZE	PLY	LOAD INDEX	FET	11/1/2014 GOVERNMENT CATALOG PRICE	2015 STANDARD DISCOUNTS/ NET	STATE OF ARIZONA PRICES
055106	DUELER H/T 684 II	LIGHT TRUCK	BRIDGESTONE	P255/70R18		112T	$0.00	$200.56	20%	$160.45
030456	DUELER H/T 684 II	LIGHT TRUCK	BRIDGESTONE	P265/65R17		110S	$0.00	$192.73	20%	$154.19
043614	DUELER H/T 684 II	LIGHT TRUCK	BRIDGESTONE	P265/65R18		112S	$0.00	$209.66	20%	$167.73
116816	DUELER H/T 684 II	LIGHT TRUCK	BRIDGESTONE	P265/70R17		113S	$0.00	$197.74	20%	$158.19
149796	DUELER H/T 684 II	LIGHT TRUCK	BRIDGESTONE	P275/50R22		111H	$0.00	$299.08	20%	$239.27
149779	DUELER H/T 684 II	LIGHT TRUCK	BRIDGESTONE	P275/60R20		114H	$0.00	$244.19	20%	$195.36
055089	DUELER H/T 684 II	LIGHT TRUCK	BRIDGESTONE	P275/65R18		114T	$0.00	$229.91	20%	$183.93
126591	DUELER H/T 684 II	LIGHT TRUCK	BRIDGESTONE	P275/65R18		114T	$0.00	$229.91	20%	$183.93
112889	DUELER H/T 684 II	LIGHT TRUCK	BRIDGESTONE	P285/60R18		114V	$0.00	$252.73	20%	$202.18
072633	DUELER H/T 687	LIGHT TRUCK	BRIDGESTONE	225/65R17		101H	$0.00	$184.29	20%	$147.43
120658	DUELER H/T 687	LIGHT TRUCK	BRIDGESTONE	P215/65R16		96H	$0.00	$179.37	20%	$143.50
095209	DUELER H/T 687	LIGHT TRUCK	BRIDGESTONE	P235/60R16		99T	$0.00	$178.88	20%	$143.11
120165	DUELER H/T 687	LIGHT TRUCK	BRIDGESTONE	P235/65R18		104T	$0.00	$191.00	20%	$152.80
001785	DUELER H/T 687	LIGHT TRUCK	BRIDGESTONE	235/55R18		100H	$0.00	$219.45	20%	$175.56
032020	DUELER H/T 689	LIGHT TRUCK	BRIDGESTONE	265/70R16		112S	$0.00	$183.96	20%	$147.17
092827	DUELER H/T 689	LIGHT TRUCK	BRIDGESTONE	P245/65R17		105S	$0.00	$179.46	20%	$143.57
076554	DUELER H/T 689	LIGHT TRUCK	BRIDGESTONE	P255/65R16		106S	$0.00	$192.36	20%	$153.89
092061	DUELER H/T 689	LIGHT TRUCK	BRIDGESTONE	P265/70R16		111S	$0.00	$183.96	20%	$147.17
089089	DUELER H/T 840	LIGHT TRUCK	BRIDGESTONE	245/75R16		111S	$0.00	$160.96	20%	$128.77
089106	DUELER H/T 840	LIGHT TRUCK	BRIDGESTONE	255/70R18		113S	$0.00	$200.56	20%	$160.45
072599	DUELER H/T 840	LIGHT TRUCK	BRIDGESTONE	P265/60R18		109H	$0.00	$226.65	20%	$181.33
000893	DUELER H/T 840	LIGHT TRUCK	BRIDGESTONE	P265/65R17		110S	$0.00	$192.73	20%	$154.19
003837	DUELER H/P SPORT	LIGHT TRUCK	BRIDGESTONE	285/60R18		116V	$0.00	$329.18	20%	$263.34
190840	DURAVIS M700	LIGHT TRUCK	BRIDGESTONE	LT265/70R17	E	121Q	$0.00	$265.34	NET	$140.11
214606	DURAVIS M700 HD	LIGHT TRUCK	BRIDGESTONE	LT215/85R16	E	115R	$0.00	$200.17	NET	$131.55
213518	DURAVIS M700 HD	LIGHT TRUCK	BRIDGESTONE	LT225/75R16	E	115R	$0.00	$200.17	NET	$131.58
206242	DURAVIS M700 HD	LIGHT TRUCK	BRIDGESTONE	LT235/80R17	E	120R	$0.00	$244.68	NET	$158.99
214589	DURAVIS M700 HD	LIGHT TRUCK	BRIDGESTONE	LT235/85R16	E	120R	$0.00	$217.56	NET	$142.55
206310	DURAVIS M700 HD	LIGHT TRUCK	BRIDGESTONE	LT245/75R16	E	120R	$0.00	$219.37	NET	$143.44
206276	DURAVIS M700 HD	LIGHT TRUCK	BRIDGESTONE	LT265/70R17	E	121R	$0.00	$265.34	NET	$171.80
206293	DURAVIS M700 HD	LIGHT TRUCK	BRIDGESTONE	LT265/75R16	E	123R	$0.00	$232.80	NET	$152.51
208231	DURAVIS M773 II	LIGHT TRUCK	BRIDGESTONE	LT245/75R16	E	120R	$0.00	$219.37	NET	$120.20
185230	DURAVIS M773 II	LIGHT TRUCK	BRIDGESTONE	LT265/75R16	E	123Q	$0.00	$232.80	NET	$138.23
206327	DURAVIS R250	LIGHT TRUCK	BRIDGESTONE	LT215/85R16	E	115Q	$0.00	$240.40	NET	$180.43
206361	DURAVIS R250	LIGHT TRUCK	BRIDGESTONE	LT225/75R16	E	115Q	$0.00	$240.40	NET	$185.09
223555	DURAVIS R250	LIGHT TRUCK	BRIDGESTONE	LT225/75R17	E	116Q	$0.00	$257.99	NET	$180.36
206378	DURAVIS R250	LIGHT TRUCK	BRIDGESTONE	LT235/85R16	E	120Q	$0.00	$260.04	NET	$191.09
210815	DURAVIS R250	LIGHT TRUCK	BRIDGESTONE	LT245/75R16	E	120Q	$0.00	$257.21	NET	$190.27
213501	DURAVIS R250	LIGHT TRUCK	BRIDGESTONE	LT245/75R17	E	121Q	$0.00	$278.43	NET	$192.02
191826	DURAVIS R500 HD	LIGHT TRUCK	BRIDGESTONE	LT215/85R16	E	115R	$0.00	$189.08	NET	$124.01
192659	DURAVIS R500 HD	LIGHT TRUCK	BRIDGESTONE	LT225/75R16	E	115R	$0.00	$194.62	NET	$127.40
191928	DURAVIS R500 HD	LIGHT TRUCK	BRIDGESTONE	LT235/80R17	E	120R	$0.00	$224.42	NET	$145.65
191843	DURAVIS R500 HD	LIGHT TRUCK	BRIDGESTONE	LT235/85R16	E	120R	$0.00	$206.15	NET	$135.21
191894	DURAVIS R500 HD	LIGHT TRUCK	BRIDGESTONE	LT245/70R17	E	119R	$0.00	$219.02	NET	$142.30
191860	DURAVIS R500 HD	LIGHT TRUCK	BRIDGESTONE	LT245/75R16	E	120R	$0.00	$204.00	NET	$133.69
191911	DURAVIS R500 HD	LIGHT TRUCK	BRIDGESTONE	LT265/70R17	E	121R	$0.00	$232.35	NET	$151.20
191877	DURAVIS R500 HD	LIGHT TRUCK	BRIDGESTONE	LT265/75R16	E	123R	$0.00	$216.09	NET	$146.74
001448	ECOPIA EP422 PLUS	LIGHT TRUCK	BRIDGESTONE	235/60R16		100H	$0.00	$149.06	20%	$119.25
293695	M779	LIGHT TRUCK	BRIDGESTONE	LT215/85R16	E	115P	$0.00	$214.10	20%	$171.28
267775	R187 ALST MET	LIGHT TRUCK	BRIDGESTONE	8R19.5	F		$0.19	$272.78	20%	$218.22
157791	R265	LIGHT TRUCK	BRIDGESTONE	LT245/75R16	E	120S	$0.00	$219.35	20%	$175.48
154075	R265	LIGHT TRUCK	BRIDGESTONE	LT245/75R16	E	120S	$0.00	$219.35	NET	$114.05
057792	B340	PASSENGER	BRIDGESTONE	145/65R15		72T	$0.00	$112.68	20%	$90.14
057809	B340	PASSENGER	BRIDGESTONE	175/55R15		77T	$0.00	$141.00	20%	$112.80
001522	B380 RFT	PASSENGER	BRIDGESTONE	P225/60R17		98T	$0.00	$213.54	20%	$170.84
134020	B381	PASSENGER	BRIDGESTONE	P185/65R14		85T	$0.00	$138.78	20%	$111.02
096960	BLIZZAK DM-V1	PASSENGER	BRIDGESTONE	215/70R15		98R	$0.00	$157.05	20%	$125.64
096977	BLIZZAK DM-V1	PASSENGER	BRIDGESTONE	215/70R16		100R	$0.00	$169.56	20%	$135.65
000467	BLIZZAK DM-V1	PASSENGER	BRIDGESTONE	215/70R17		101R	$0.00	$174.78	20%	$139.82
000636	BLIZZAK DM-V1	PASSENGER	BRIDGESTONE	225/55R19		99R	$0.00	$235.94	20%	$188.75
097215	BLIZZAK DM-V1	PASSENGER	BRIDGESTONE	225/65R17		102R	$0.00	$180.57	20%	$144.46
097011	BLIZZAK DM-V1	PASSENGER	BRIDGESTONE	225/70R16		103R	$0.00	$173.93	20%	$139.14
097402	BLIZZAK DM-V1	PASSENGER	BRIDGESTONE	235/55R18		100R	$0.00	$230.59	20%	$184.48
000639	BLIZZAK DM-V1	PASSENGER	BRIDGESTONE	235/60R16		100R	$0.00	$191.47	20%	$153.18
097334	BLIZZAK DM-V1	PASSENGER	BRIDGESTONE	235/60R18	XL	107R	$0.00	$219.61	20%	$175.69
097232	BLIZZAK DM-V1	PASSENGER	BRIDGESTONE	235/65R17	XL	108R	$0.00	$187.12	20%	$149.70
122307	BLIZZAK DM-V1	PASSENGER	BRIDGESTONE	235/65R18		106R	$0.00	$225.64	20%	$180.51
097045	BLIZZAK DM-V1	PASSENGER	BRIDGESTONE	235/70R16		106R	$0.00	$183.39	20%	$146.71
000592	BLIZZAK DM-V1	PASSENGER	BRIDGESTONE	235/75R15	XL	109R	$0.00	$165.25	20%	$132.20
140174	BLIZZAK DM-V1	PASSENGER	BRIDGESTONE	245/60R18		105R	$0.00	$233.52	20%	$186.81
097062	BLIZZAK DM-V1	PASSENGER	BRIDGESTONE	245/70R16		107R	$0.00	$183.54	20%	$146.83
000640	BLIZZAK DM-V1	PASSENGER	BRIDGESTONE	255/45R20		101R	$0.00	$290.32	20%	$232.25
132048	BLIZZAK DM-V1	PASSENGER	BRIDGESTONE	255/55R18	XL	109R	$0.00	$254.39	20%	$203.51
000637	BLIZZAK DM-V1	PASSENGER	BRIDGESTONE	255/55R19	XL	111R	$0.00	$252.42	20%	$201.93

BRIDGESTONE

2015 WSCA PRICING

4/1/2015 - 3/31/2016

Material Number	TIRE PATTERN	TIRE TYPE	BRAND	SIZE	PLY	LOAD INDEX	FET	11/1/2014 GOVERNMENT CATALOG PRICE	2015 STANDARD DISCOUNTS/ NET	STATE OF ARIZONA PRICES
136264	BLIZZAK DM-V1	PASSENGER	BRIDGESTONE	255/60R17		106R	$0.00	$222.55	20%	$178.04
000638	BLIZZAK DM-V1	PASSENGER	BRIDGESTONE	255/60R18	XL	112R	$0.00	$251.36	20%	$201.09
000642	BLIZZAK DM-V1	PASSENGER	BRIDGESTONE	265/50R19	XL	110R	$0.00	$264.78	20%	$211.82
097351	BLIZZAK DM-V1	PASSENGER	BRIDGESTONE	265/60R18		110R	$0.00	$253.37	20%	$202.70
097300	BLIZZAK DM-V1	PASSENGER	BRIDGESTONE	265/65R17		112R	$0.00	$226.42	20%	$181.13
097130	BLIZZAK DM-V1	PASSENGER	BRIDGESTONE	265/70R16		112R	$0.00	$196.47	20%	$157.18
097164	BLIZZAK DM-V1	PASSENGER	BRIDGESTONE	265/70R17		115R	$0.00	$223.56	20%	$178.85
141738	BLIZZAK DM-V1	PASSENGER	BRIDGESTONE	275/40R20	XL	106R	$0.00	$330.75	20%	$264.60
000641	BLIZZAK DM-V1	PASSENGER	BRIDGESTONE	275/45R19	XL	108R	$0.00	$299.26	20%	$239.41
132065	BLIZZAK DM-V1	PASSENGER	BRIDGESTONE	275/45R20	XL	110R	$0.00	$315.01	20%	$252.01
097368	BLIZZAK DM-V1	PASSENGER	BRIDGESTONE	275/60R18		113R	$0.00	$264.26	20%	$211.41
097181	BLIZZAK DM-V1	PASSENGER	BRIDGESTONE	275/70R16		114R	$0.00	$202.90	20%	$162.32
124194	BLIZZAK DM-V1	PASSENGER	BRIDGESTONE	285/50R20	XL	116R	$0.00	$301.45	20%	$241.16
097385	BLIZZAK DM-V1	PASSENGER	BRIDGESTONE	285/60R18		116R	$0.00	$275.64	20%	$220.51
096858	BLIZZAK DM-V1	PASSENGER	BRIDGESTONE	P225/75R16		104R	$0.00	$159.31	20%	$127.45
097419	BLIZZAK DM-V1	PASSENGER	BRIDGESTONE	P235/55R19		101R	$0.00	$245.77	20%	$196.62
124415	BLIZZAK DM-V1	PASSENGER	BRIDGESTONE	P235/70R17	XL	108R	$0.00	$186.74	20%	$149.39
124075	BLIZZAK DM-V1	PASSENGER	BRIDGESTONE	P235/75R16	XL	109R	$0.00	$171.50	20%	$137.20
096875	BLIZZAK DM-V1	PASSENGER	BRIDGESTONE	P235/75R17		108R	$0.00	$199.92	20%	$159.93
140191	BLIZZAK DM-V1	PASSENGER	BRIDGESTONE	P245/50R20		102R	$0.00	$271.69	20%	$217.35
122290	BLIZZAK DM-V1	PASSENGER	BRIDGESTONE	P245/55R19		103R	$0.00	$256.01	20%	$204.81
136213	BLIZZAK DM-V1	PASSENGER	BRIDGESTONE	P245/60R20		107R	$0.00	$261.24	20%	$208.99
097249	BLIZZAK DM-V1	PASSENGER	BRIDGESTONE	P245/65R17		105R	$0.00	$193.48	20%	$154.78
097079	BLIZZAK DM-V1	PASSENGER	BRIDGESTONE	P245/70R17		108R	$0.00	$187.95	20%	$150.36
096909	BLIZZAK DM-V1	PASSENGER	BRIDGESTONE	P245/75R16		109R	$0.00	$171.55	20%	$137.24
096926	BLIZZAK DM-V1	PASSENGER	BRIDGESTONE	P245/75R17		110R	$0.00	$207.00	20%	$165.60
124160	BLIZZAK DM-V1	PASSENGER	BRIDGESTONE	P255/55R20		107R	$0.00	$251.63	20%	$201.30
122375	BLIZZAK DM-V1	PASSENGER	BRIDGESTONE	P255/60R19		108R	$0.00	$262.70	20%	$210.16
097266	BLIZZAK DM-V1	PASSENGER	BRIDGESTONE	P255/65R17		108R	$0.00	$206.08	20%	$164.86
122358	BLIZZAK DM-V1	PASSENGER	BRIDGESTONE	P255/65R18		109R	$0.00	$243.24	20%	$194.59
097113	BLIZZAK DM-V1	PASSENGER	BRIDGESTONE	P255/70R17		110R	$0.00	$194.38	20%	$155.51
122324	BLIZZAK DM-V1	PASSENGER	BRIDGESTONE	P255/70R18		112R	$0.00	$244.21	20%	$195.37
136230	BLIZZAK DM-V1	PASSENGER	BRIDGESTONE	P255/75R17		113R	$0.00	$215.28	20%	$172.22
097453	BLIZZAK DM-V1	PASSENGER	BRIDGESTONE	P265/50R20		106R	$0.00	$278.71	20%	$222.97
109744	BLIZZAK DM-V1	PASSENGER	BRIDGESTONE	P265/65R18		112R	$0.00	$253.38	20%	$202.70
097147	BLIZZAK DM-V1	PASSENGER	BRIDGESTONE	P265/70R18		114R	$0.00	$254.40	20%	$203.52
000444	BLIZZAK DM-V1	PASSENGER	BRIDGESTONE	P275/50R22		111R	$0.00	$349.83	20%	$279.87
097436	BLIZZAK DM-V1	PASSENGER	BRIDGESTONE	P275/55R20		111R	$0.00	$273.04	20%	$218.43
109761	BLIZZAK DM-V1	PASSENGER	BRIDGESTONE	P275/60R20		114R	$0.00	$284.29	20%	$227.43
097317	BLIZZAK DM-V1	PASSENGER	BRIDGESTONE	P275/65R18		114R	$0.00	$263.95	20%	$211.16
109778	BLIZZAK DM-V1	PASSENGER	BRIDGESTONE	P285/45R22		110R	$0.00	$368.24	20%	$294.60
097198	BLIZZAK DM-V1	PASSENGER	BRIDGESTONE	P285/70R17		117R	$0.00	$241.81	20%	$193.45
003652	BLIZZAK LM25-1 RFT	PASSENGER	BRIDGESTONE	205/55R17		97H	$0.00	$301.88	20%	$241.50
139307	BLIZZAK LM-32	PASSENGER	BRIDGESTONE	205/55R16	XL	94V	$0.00	$230.02	20%	$184.02
139018	BLIZZAK LM-32	PASSENGER	BRIDGESTONE	215/45R17	XL	91V	$0.00	$270.96	20%	$216.77
139511	BLIZZAK LM-32	PASSENGER	BRIDGESTONE	215/45R18	XL	93V	$0.00	$297.33	20%	$237.86
002840	BLIZZAK LM-32	PASSENGER	BRIDGESTONE	225/40R18	XL	92V	$0.00	$313.32	20%	$250.66
139035	BLIZZAK LM-32	PASSENGER	BRIDGESTONE	225/40R19	XL	93V	$0.00	$362.15	20%	$289.72
139052	BLIZZAK LM-32	PASSENGER	BRIDGESTONE	225/45R17	XL	94V	$0.00	$285.99	20%	$228.79
139494	BLIZZAK LM-32	PASSENGER	BRIDGESTONE	225/45R19	XL	96V	$0.00	$344.88	20%	$275.91
002857	BLIZZAK LM-32	PASSENGER	BRIDGESTONE	225/50R17	XL	98V	$0.00	$297.43	20%	$237.94
139086	BLIZZAK LM-32	PASSENGER	BRIDGESTONE	225/50R18		95V	$0.00	$313.41	20%	$250.72
002874	BLIZZAK LM-32	PASSENGER	BRIDGESTONE	235/40R18	XL	95V	$0.00	$325.85	20%	$260.68
139460	BLIZZAK LM-32	PASSENGER	BRIDGESTONE	235/45R18	XL	98V	$0.00	$338.00	20%	$270.40
139120	BLIZZAK LM-32	PASSENGER	BRIDGESTONE	245/40R19	XL	98V	$0.00	$392.97	20%	$314.38
023155	BLIZZAK LM-32	PASSENGER	BRIDGESTONE	245/40R20		95W	$0.00	$475.52	20%	$380.42
139528	BLIZZAK LM-32	PASSENGER	BRIDGESTONE	245/40R20		95V	$0.00	$457.23	20%	$365.78
139239	BLIZZAK LM-32	PASSENGER	BRIDGESTONE	245/45R18	XL	100V	$0.00	$352.09	20%	$281.68
139137	BLIZZAK LM-32	PASSENGER	BRIDGESTONE	245/45R19	XL	102V	$0.00	$374.25	20%	$299.40
139341	BLIZZAK LM-32	PASSENGER	BRIDGESTONE	245/45R20		99V	$0.00	$435.44	20%	$348.35
002891	BLIZZAK LM-32	PASSENGER	BRIDGESTONE	245/55R18		103V	$0.00	$334.49	20%	$267.59
139443	BLIZZAK LM-32	PASSENGER	BRIDGESTONE	255/35R19	XL	96H	$0.00	$427.07	20%	$341.65
139290	BLIZZAK LM-32	PASSENGER	BRIDGESTONE	255/35R20	XL	97H	$0.00	$473.20	20%	$378.56
139154	BLIZZAK LM-32	PASSENGER	BRIDGESTONE	255/40R18	XL	99V	$0.00	$352.44	20%	$281.95
139375	BLIZZAK LM-32	PASSENGER	BRIDGESTONE	255/40R19	XL	100V	$0.00	$408.69	20%	$326.95
139171	BLIZZAK LM-32	PASSENGER	BRIDGESTONE	255/45R18	XL	103V	$0.00	$366.19	20%	$292.95
139579	BLIZZAK LM-32	PASSENGER	BRIDGESTONE	265/35R19	XL	98V	$0.00	$446.27	20%	$357.02
139426	BLIZZAK LM-32	PASSENGER	BRIDGESTONE	275/35R18		95V	$0.00	$393.90	20%	$315.12
139409	BLIZZAK LM-32	PASSENGER	BRIDGESTONE	275/35R19		96V	$0.00	$464.11	20%	$371.29
019670	BLIZZAK LM-32	PASSENGER	BRIDGESTONE	275/40R19		101V	$0.00	$455.20	20%	$364.16
023172	BLIZZAK LM-32	PASSENGER	BRIDGESTONE	295/35R20	XL	105W	$0.00	$598.75	20%	$479.00
003772	BLIZZAK LM-32	PASSENGER	BRIDGESTONE	215/45R20		95V	$0.00	$385.25	20%	$308.20
003773	BLIZZAK LM-32	PASSENGER	BRIDGESTONE	225/50R17		94H	$0.00	$278.40	20%	$222.72
003777	BLIZZAK LM-32 EXT	PASSENGER	BRIDGESTONE	225/50R17		94H	$0.00	$344.80	20%	$275.84

BRIDGESTONE

2015 WSCA PRICING

4/1/2015 - 3/31/2016

Material Number	TIRE PATTERN	TIRE TYPE	BRAND	SIZE	PLY	LOAD INDEX	FET	11/1/2014 GOVERNMENT CATALOG PRICE	2015 STANDARD DISCOUNTS/ NET	STATE OF ARIZONA PRICES
000542	BLIZZAK LM32RFT	PASSENGER	BRIDGESTONE	205/55R16		91H	$0.00	$235.27	20%	$188.22
000540	BLIZZAK LM32RFT	PASSENGER	BRIDGESTONE	205/60R16		92H	$0.00	$225.86	20%	$180.69
000541	BLIZZAK LM32RFT	PASSENGER	BRIDGESTONE	225/50R17		94H	$0.00	$344.80	20%	$275.84
005203	BLIZZAK LM32RFT	PASSENGER	BRIDGESTONE	225/55R17		97H	$0.00	$330.93	20%	$264.74
139103	BLIZZAK LM-32S	PASSENGER	BRIDGESTONE	235/45R17	XL	97V	$0.00	$297.43	20%	$237.94
059424	BLIZZAK LM-50	PASSENGER	BRIDGESTONE	P225/60R17		98Q	$0.00	$222.72	20%	$178.18
001626	BLIZZAK LM-500	PASSENGER	BRIDGESTONE	155/70R19		84Q	$0.00	$179.25	20%	$143.40
131929	BLIZZAK LM-60	PASSENGER	BRIDGESTONE	255/50R20	XL	109H	$0.00	$429.21	20%	$343.37
139936	BLIZZAK LM-80	PASSENGER	BRIDGESTONE	235/50R18		97H	$0.00	$324.34	20%	$259.47
139392	BLIZZAK LM-80	PASSENGER	BRIDGESTONE	235/55R17		99H	$0.00	$291.71	20%	$233.37
139477	BLIZZAK LM-80	PASSENGER	BRIDGESTONE	255/50R19	XL	107V	$0.00	$379.96	20%	$303.97
112569	BLIZZAK MZ03RFT	PASSENGER	BRIDGESTONE	245/40R18		93Q	$0.00	$327.48	20%	$261.98
080589	BLIZZAK WS60	PASSENGER	BRIDGESTONE	185/65R14		86R	$0.00	$133.50	20%	$106.80
080946	BLIZZAK WS60	PASSENGER	BRIDGESTONE	205/60R15		91R	$0.00	$152.83	20%	$122.26
080776	BLIZZAK WS60	PASSENGER	BRIDGESTONE	225/55R16		95R	$0.00	$222.53	20%	$178.02
080521	BLIZZAK WS60	PASSENGER	BRIDGESTONE	235/60R16		100R	$0.00	$195.95	20%	$156.76
105834	BLIZZAK WS70	PASSENGER	BRIDGESTONE	195/60R15		88T	$0.00	$145.78	20%	$116.62
013754	BLIZZAK WS80	PASSENGER	BRIDGESTONE	175/65R15		84H	$0.00	$136.20	20%	$108.96
013788	BLIZZAK WS80	PASSENGER	BRIDGESTONE	185/55R15		82H	$0.00	$155.85	20%	$124.68
013805	BLIZZAK WS80	PASSENGER	BRIDGESTONE	185/55R16	XL	87T	$0.00	$199.46	20%	$159.57
013618	BLIZZAK WS80	PASSENGER	BRIDGESTONE	185/60R15		84T	$0.00	$151.31	20%	$121.05
013074	BLIZZAK WS80	PASSENGER	BRIDGESTONE	185/65R15		88T	$0.00	$142.94	20%	$114.36
013448	BLIZZAK WS80	PASSENGER	BRIDGESTONE	195/55R16		87H	$0.00	$207.79	20%	$166.23
013550	BLIZZAK WS80	PASSENGER	BRIDGESTONE	195/60R16		89H	$0.00	$163.00	20%	$130.40
013040	BLIZZAK WS80	PASSENGER	BRIDGESTONE	195/65R15		91H	$0.00	$150.13	20%	$120.11
013516	BLIZZAK WS80	PASSENGER	BRIDGESTONE	205/40R17	XL	84H	$0.00	$227.25	20%	$181.80
013278	BLIZZAK WS80	PASSENGER	BRIDGESTONE	205/50R17	XL	93H	$0.00	$226.95	20%	$181.56
013006	BLIZZAK WS80	PASSENGER	BRIDGESTONE	205/55R16		91H	$0.00	$209.11	20%	$167.29
013057	BLIZZAK WS80	PASSENGER	BRIDGESTONE	205/60R16		92H	$0.00	$169.79	20%	$135.83
013533	BLIZZAK WS80	PASSENGER	BRIDGESTONE	205/65R15		94T	$0.00	$161.22	20%	$128.97
013737	BLIZZAK WS80	PASSENGER	BRIDGESTONE	205/65R16		95T	$0.00	$179.71	20%	$143.76
013295	BLIZZAK WS80	PASSENGER	BRIDGESTONE	215/45R17	XL	91T	$0.00	$251.14	20%	$200.91
013227	BLIZZAK WS80	PASSENGER	BRIDGESTONE	215/50R17	XL	95H	$0.00	$268.22	20%	$214.58
013601	BLIZZAK WS80	PASSENGER	BRIDGESTONE	215/55R16	XL	97H	$0.00	$215.82	20%	$172.65
013108	BLIZZAK WS80	PASSENGER	BRIDGESTONE	215/55R17		94H	$0.00	$225.16	20%	$180.13
013499	BLIZZAK WS80	PASSENGER	BRIDGESTONE	215/55R18		95T	$0.00	$275.81	NET	$128.79
013023	BLIZZAK WS80	PASSENGER	BRIDGESTONE	215/60R16		95H	$0.00	$178.59	20%	$142.87
013261	BLIZZAK WS80	PASSENGER	BRIDGESTONE	215/60R17		96T	$0.00	$194.59	20%	$155.67
013584	BLIZZAK WS80	PASSENGER	BRIDGESTONE	215/65R16		98H	$0.00	$177.51	20%	$142.01
013312	BLIZZAK WS80	PASSENGER	BRIDGESTONE	215/65R17		99T	$0.00	$192.62	20%	$154.10
013567	BLIZZAK WS80	PASSENGER	BRIDGESTONE	215/70R15		98T	$0.00	$151.01	20%	$120.81
013363	BLIZZAK WS80	PASSENGER	BRIDGESTONE	225/40R18	XL	92H	$0.00	$257.59	20%	$206.07
013125	BLIZZAK WS80	PASSENGER	BRIDGESTONE	225/45R17		91H	$0.00	$273.08	20%	$218.47
013686	BLIZZAK WS80	PASSENGER	BRIDGESTONE	225/45R18	XL	95H	$0.00	$266.75	20%	$213.40
013091	BLIZZAK WS80	PASSENGER	BRIDGESTONE	225/50R17		94H	$0.00	$277.98	20%	$222.38
013465	BLIZZAK WS80	PASSENGER	BRIDGESTONE	225/50R18		95T	$0.00	$275.80	20%	$220.64
013159	BLIZZAK WS80	PASSENGER	BRIDGESTONE	225/55R17		97H	$0.00	$232.16	20%	$185.73
013703	BLIZZAK WS80	PASSENGER	BRIDGESTONE	225/55R18		98H	$0.00	$287.30	20%	$229.84
013822	BLIZZAK WS80	PASSENGER	BRIDGESTONE	225/60R16		98H	$0.00	$187.43	20%	$149.98
013193	BLIZZAK WS80	PASSENGER	BRIDGESTONE	225/60R17		99H	$0.00	$202.36	20%	$161.89
013380	BLIZZAK WS80	PASSENGER	BRIDGESTONE	225/60R18		100H	$0.00	$247.70	20%	$198.16
013414	BLIZZAK WS80	PASSENGER	BRIDGESTONE	225/65R16		100T	$0.00	$184.62	20%	$147.70
013244	BLIZZAK WS80	PASSENGER	BRIDGESTONE	225/65R17		102H	$0.00	$200.32	20%	$160.25
013720	BLIZZAK WS80	PASSENGER	BRIDGESTONE	235/40R18	XL	95H	$0.00	$277.72	20%	$222.17
013210	BLIZZAK WS80	PASSENGER	BRIDGESTONE	235/45R17	XL	97H	$0.00	$295.50	20%	$236.40
013431	BLIZZAK WS80	PASSENGER	BRIDGESTONE	235/50R18	XL	101H	$0.00	$287.30	20%	$229.84
013142	BLIZZAK WS80	PASSENGER	BRIDGESTONE	235/55R17		99H	$0.00	$241.45	20%	$193.16
013669	BLIZZAK WS80	PASSENGER	BRIDGESTONE	235/60R17		102T	$0.00	$210.47	20%	$168.38
013176	BLIZZAK WS80	PASSENGER	BRIDGESTONE	235/65R16		103T	$0.00	$195.24	20%	$156.19
013635	BLIZZAK WS80	PASSENGER	BRIDGESTONE	235/65R17		104H	$0.00	$208.33	20%	$166.66
013397	BLIZZAK WS80	PASSENGER	BRIDGESTONE	245/40R18	XL	97H	$0.00	$279.03	20%	$223.22
013652	BLIZZAK WS80	PASSENGER	BRIDGESTONE	245/45R17	XL	99H	$0.00	$301.35	20%	$241.08
013771	BLIZZAK WS80	PASSENGER	BRIDGESTONE	245/50R18	XL	104H	$0.00	$311.24	20%	$248.99
013482	BLIZZAK WS80	PASSENGER	BRIDGESTONE	255/35R18		90H	$0.00	$296.02	20%	$236.82
000646	BLIZZAKLM-80RFT	PASSENGER	BRIDGESTONE	P225/65RF17		100H	$0.00	$255.07	20%	$204.06
023461	BLZK LM-25-1	PASSENGER	BRIDGESTONE	225/50R17		94H	$0.00	$344.80	20%	$275.84
127305	BLZKLM25 4X4MOE	PASSENGER	BRIDGESTONE	255/50R19	XL	107H	$0.00	$526.87	20%	$421.50
096654	BLZKLM25 4X4RFT	PASSENGER	BRIDGESTONE	255/50R19	XL	107V	$0.00	$542.69	20%	$434.15
132354	BLZZK LM25 RFT	PASSENGER	BRIDGESTONE	205/50R17		89H	$0.00	$287.57	20%	$230.05
121933	BLZZK LM25 RFT	PASSENGER	BRIDGESTONE	205/55R16		91H	$0.00	$235.27	20%	$188.22
132320	BLZZK LM25 RFT	PASSENGER	BRIDGESTONE	225/45R17	XL	94V	$0.00	$355.77	20%	$284.62
040248	BLZZK LM25 RFT	PASSENGER	BRIDGESTONE	245/45R18		96V	$0.00	$452.31	20%	$361.85
071171	BLZZK LM25 RFT	PASSENGER	BRIDGESTONE	245/50R17		99H	$0.00	$396.68	20%	$317.35
118805	BLZZK LM25 RFT	PASSENGER	BRIDGESTONE	285/35RF20		100V	$0.00	$644.61	20%	$515.69

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4/1/2015 - 3/31/2016

Material Number	TIRE PATTERN	TIRE TYPE	BRAND	SIZE	PLY	LOAD INDEX	FET	11/1/2014 GOVERNMENT CATALOG PRICE	2015 STANDARD DISCOUNTS/ NET	STATE OF ARIZONA PRICES
118771	BLZZK LM-25 RFT	PASSENGER	BRIDGESTONE	255/40RF20		97V	$0.00	$586.00	20%	$468.80
000450	BLZZK LM-32 MOE	PASSENGER	BRIDGESTONE	255/40R18	XL	99V	$0.00	$425.57	20%	$340.46
131487	BLZZK LM60 RFT	PASSENGER	BRIDGESTONE	195/55R16		87H	$0.00	$227.92	20%	$182.34
131538	BLZZK LM60 RFT	PASSENGER	BRIDGESTONE	205/45R17		84H	$0.00	$260.99	20%	$208.79
131827	BLZZK LM60 RFT	PASSENGER	BRIDGESTONE	225/40R18		88H	$0.00	$348.13	20%	$278.51
131759	BLZZK LM60 RFT	PASSENGER	BRIDGESTONE	255/55R18	XL	109H	$0.00	$418.81	20%	$335.05
141891	BLZZK LM60 RFT	PASSENGER	BRIDGESTONE	P235/55R18		99H	$0.00	$372.47	20%	$297.97
011476	DRIVEGUARD	PASSENGER	BRIDGESTONE	195/55RF16		87V	$0.00	$147.93	20%	$118.35
011442	DRIVEGUARD	PASSENGER	BRIDGESTONE	195/65RF15		91H	$0.00	$126.61	20%	$101.29
011612	DRIVEGUARD	PASSENGER	BRIDGESTONE	205/45RF17	XL	88W	$0.00	$190.56	20%	$152.46
011629	DRIVEGUARD	PASSENGER	BRIDGESTONE	205/50RF17	XL	93W	$0.00	$204.95	20%	$163.97
011510	DRIVEGUARD	PASSENGER	BRIDGESTONE	205/55RF16		91V	$0.00	$155.51	20%	$124.42
011527	DRIVEGUARD	PASSENGER	BRIDGESTONE	205/60RF16		92V	$0.00	$155.16	20%	$124.13
011646	DRIVEGUARD	PASSENGER	BRIDGESTONE	215/45RF17	XL	91W	$0.00	$198.51	20%	$158.81
019687	DRIVEGUARD	PASSENGER	BRIDGESTONE	215/45RF18	XL	93W	$0.00	$220.14	20%	$176.12
011663	DRIVEGUARD	PASSENGER	BRIDGESTONE	215/50RF17	XL	95V	$0.00	$202.27	20%	$161.82
001372	DRIVEGUARD	PASSENGER	BRIDGESTONE	215/55RF16		93V	$0.00	$159.90	20%	$127.93
011680	DRIVEGUARD	PASSENGER	BRIDGESTONE	215/55RF17		94V	$0.00	$199.33	20%	$159.47
011459	DRIVEGUARD	PASSENGER	BRIDGESTONE	215/55RF18		95H	$0.00	$213.73	20%	$170.99
011561	DRIVEGUARD	PASSENGER	BRIDGESTONE	215/60RF16		95V	$0.00	$169.35	20%	$135.49
011782	DRIVEGUARD	PASSENGER	BRIDGESTONE	225/40RF18	XL	92W	$0.00	$243.53	20%	$194.83
001373	DRIVEGUARD	PASSENGER	BRIDGESTONE	225/45RF17		91W	$0.00	$208.52	20%	$166.82
011799	DRIVEGUARD	PASSENGER	BRIDGESTONE	225/45RF18	XL	95W	$0.00	$231.73	20%	$185.40
001374	DRIVEGUARD	PASSENGER	BRIDGESTONE	225/50RF17		94W	$0.00	$209.69	20%	$167.76
011816	DRIVEGUARD	PASSENGER	BRIDGESTONE	225/50RF18		95W	$0.00	$221.80	20%	$177.45
011833	DRIVEGUARD	PASSENGER	BRIDGESTONE	235/40RF18	XL	95W	$0.00	$255.69	20%	$204.56
001375	DRIVEGUARD	PASSENGER	BRIDGESTONE	235/45RF17		94W	$0.00	$216.87	20%	$173.50
017800	DRIVEGUARD	PASSENGER	BRIDGESTONE	235/45RF18	XL	98W	$0.00	$243.32	20%	$194.66
019789	DRIVEGUARD	PASSENGER	BRIDGESTONE	235/50RF17		96W	$0.00	$223.94	20%	$179.16
011850	DRIVEGUARD	PASSENGER	BRIDGESTONE	235/50RF18		97W	$0.00	$269.60	20%	$215.69
019721	DRIVEGUARD	PASSENGER	BRIDGESTONE	245/40RF17		91W	$0.00	$229.50	20%	$183.61
011867	DRIVEGUARD	PASSENGER	BRIDGESTONE	245/40RF18	XL	97W	$0.00	$268.50	20%	$214.81
011918	DRIVEGUARD	PASSENGER	BRIDGESTONE	245/40RF19	XL	98W	$0.00	$321.34	20%	$257.09
011748	DRIVEGUARD	PASSENGER	BRIDGESTONE	245/45RF17	XL	99W	$0.00	$222.90	20%	$178.33
001376	DRIVEGUARD	PASSENGER	BRIDGESTONE	245/45RF18		94W	$0.00	$255.49	20%	$204.40
011901	DRIVEGUARD	PASSENGER	BRIDGESTONE	255/35RF18	XL	94W	$0.00	$295.15	20%	$236.14
011765	DRIVEGUARD	PASSENGER	BRIDGESTONE	255/40RF17		94W	$0.00	$240.99	20%	$192.80
019772	DRIVEGUARD	PASSENGER	BRIDGESTONE	255/40RF18	XL	99W	$0.00	$281.92	20%	$225.55
019738	DRIVEGUARD	PASSENGER	BRIDGESTONE	255/45RF18		99W	$0.00	$268.26	20%	$214.62
054351	ECOPIA EP02	PASSENGER	BRIDGESTONE	195/80R16		97S	$0.00	$172.40	20%	$137.93
133323	ECOPIA EP03	PASSENGER	BRIDGESTONE	215/70R16		99S	$0.00	$182.15	20%	$145.72
001483	ECOPIA EP150	PASSENGER	BRIDGESTONE	175/65R15		84S	$0.00	$98.68	20%	$78.95
000965	ECOPIA EP150	PASSENGER	BRIDGESTONE	185/55R15		82T	$0.00	$113.90	20%	$91.12
000966	ECOPIA EP150	PASSENGER	BRIDGESTONE	195/55R15		85T	$0.00	$118.45	20%	$94.77
002096	ECOPIA EP150	PASSENGER	BRIDGESTONE	205/55R16		91V	$0.00	$139.90	20%	$111.93
005917	ECOPIA EP20	PASSENGER	BRIDGESTONE	P195/65R15		89S	$0.00	$115.72	20%	$92.58
133459	ECOPIA EP20	PASSENGER	BRIDGESTONE	P195/65R15		89S	$0.00	$115.72	20%	$92.58
144492	ECOPIA EP422	PASSENGER	BRIDGESTONE	175/65R15		84H	$0.00	$107.44	NET	$61.66
024515	ECOPIA EP422	PASSENGER	BRIDGESTONE	195/55R16		87V	$0.00	$138.98	NET	$60.81
024498	ECOPIA EP422	PASSENGER	BRIDGESTONE	195/65R15		91H	$0.00	$116.84	20%	$93.47
144815	ECOPIA EP422	PASSENGER	BRIDGESTONE	205/50R16		87H	$0.00	$141.61	NET	$66.84
144883	ECOPIA EP422	PASSENGER	BRIDGESTONE	205/50R17	XL	93V	$0.00	$193.34	NET	$92.91
144543	ECOPIA EP422	PASSENGER	BRIDGESTONE	205/55R16		91H	$0.00	$135.49	NET	$70.28
023257	ECOPIA EP422	PASSENGER	BRIDGESTONE	205/65R16		94H	$0.00	$137.20	NET	$95.42
144696	ECOPIA EP422	PASSENGER	BRIDGESTONE	215/50R17		91V	$0.00	$187.73	NET	$74.30
144832	ECOPIA EP422	PASSENGER	BRIDGESTONE	215/55R16		93H	$0.00	$140.90	NET	$74.04
144611	ECOPIA EP422	PASSENGER	BRIDGESTONE	215/65R16		98T	$0.00	$132.33	NET	$78.98
002177	ECOPIA EP422	PASSENGER	BRIDGESTONE	225/60R18		100H	$0.00	$174.47	NET	$84.44
000215	ECOPIA EP422	PASSENGER	BRIDGESTONE	235/45R18		94V	$0.00	$212.28	NET	$63.63
144849	ECOPIA EP422	PASSENGER	BRIDGESTONE	235/65R16		103T	$0.00	$144.97	NET	$91.54
144798	ECOPIA EP422	PASSENGER	BRIDGESTONE	235/65R17		104H	$0.00	$162.93	NET	$89.47
024583	ECOPIA EP422	PASSENGER	BRIDGESTONE	P185/60R15		84T	$0.00	$107.54	NET	$62.10
024957	ECOPIA EP422	PASSENGER	BRIDGESTONE	P185/65R15		86H	$0.00	$111.92	NET	$56.40
122732	ECOPIA EP422	PASSENGER	BRIDGESTONE	P185/65R15		86H	$0.00	$111.92	NET	$62.51
024974	ECOPIA EP422	PASSENGER	BRIDGESTONE	P195/55R16		86V	$0.00	$138.98	NET	$67.11
144662	ECOPIA EP422	PASSENGER	BRIDGESTONE	P195/60R15		87H	$0.00	$110.22	NET	$67.01
004285	ECOPIA EP422	PASSENGER	BRIDGESTONE	P205/55R16		89H	$0.00	$135.49	NET	$79.40
144679	ECOPIA EP422	PASSENGER	BRIDGESTONE	P205/60R16		91H	$0.00	$132.30	NET	$73.29
144526	ECOPIA EP422	PASSENGER	BRIDGESTONE	P215/45R17		87W	$0.00	$189.09	NET	$96.58
144577	ECOPIA EP422	PASSENGER	BRIDGESTONE	P215/55R17		93V	$0.00	$189.77	NET	$91.06
144713	ECOPIA EP422	PASSENGER	BRIDGESTONE	P215/55R18		94H	$0.00	$227.38	NET	$106.90
122783	ECOPIA EP422	PASSENGER	BRIDGESTONE	P215/60R16		94V	$0.00	$146.67	NET	$78.95
129702	ECOPIA EP422	PASSENGER	BRIDGESTONE	P215/60R16		94H	$0.00	$137.81	NET	$78.91
144560	ECOPIA EP422	PASSENGER	BRIDGESTONE	P215/60R17		95T	$0.00	$146.87	NET	$71.91

BRIDGESTONE

2015 WSCA PRICING

4/1/2015 - 3/31/2016

Material Number	TIRE PATTERN	TIRE TYPE	BRAND	SIZE	PLY	LOAD INDEX	FET	11/1/2014 GOVERNMENT CATALOG PRICE	2015 STANDARD DISCOUNTS/ NET	STATE OF ARIZONA PRICES
144628	ECOPIA EP422	PASSENGER	BRIDGESTONE	P215/65R17		98T	$0.00	$143.46	NET	$76.97
144730	ECOPIA EP422	PASSENGER	BRIDGESTONE	P225/50R17		93V	$0.00	$203.70	NET	$98.29
144747	ECOPIA EP422	PASSENGER	BRIDGESTONE	P225/50R17		93T	$0.00	$190.99	NET	$91.50
144900	ECOPIA EP422	PASSENGER	BRIDGESTONE	P225/50R18		94T	$0.00	$200.43	NET	$99.21
144866	ECOPIA EP422	PASSENGER	BRIDGESTONE	P225/55R17		95V	$0.00	$196.10	NET	$94.37
144917	ECOPIA EP422	PASSENGER	BRIDGESTONE	P225/55R18		97H	$0.00	$236.47	NET	$84.70
144645	ECOPIA EP422	PASSENGER	BRIDGESTONE	P225/60R16		97H	$0.00	$143.32	NET	$79.40
144764	ECOPIA EP422	PASSENGER	BRIDGESTONE	P225/60R17		98H	$0.00	$164.72	NET	$77.20
144594	ECOPIA EP422	PASSENGER	BRIDGESTONE	P225/65R17		100T	$0.00	$150.64	NET	$78.52
000214	ECOPIA EP422	PASSENGER	BRIDGESTONE	215/55R17		94H	$0.00	$182.18	NET	$63.10
001863	ECOPIA EP422 PL	PASSENGER	BRIDGESTONE	P205/60R16		91H	$0.00	$132.30	NET	$60.32
006614	ECOPIA EP422 PLUS	PASSENGER	BRIDGESTONE	175/65R15		84H	$0.00	$107.44	20%	$85.95
006631	ECOPIA EP422 PLUS	PASSENGER	BRIDGESTONE	185/55R15		82V	$0.00	$126.75	20%	$101.40
006291	ECOPIA EP422 PLUS	PASSENGER	BRIDGESTONE	185/60R15		84T	$0.00	$107.54	20%	$86.04
006138	ECOPIA EP422 PLUS	PASSENGER	BRIDGESTONE	185/65R15		88H	$0.00	$111.92	20%	$89.54
006563	ECOPIA EP422 PLUS	PASSENGER	BRIDGESTONE	195/55R16		87V	$0.00	$138.98	20%	$111.19
006104	ECOPIA EP422 PLUS	PASSENGER	BRIDGESTONE	195/60R15		88H	$0.00	$110.22	20%	$88.18
001667	ECOPIA EP422 PLUS	PASSENGER	BRIDGESTONE	195/65R15		91H	$0.00	$116.84	NET	$67.40
006036	ECOPIA EP422 PLUS	PASSENGER	BRIDGESTONE	195/65R15		91H	$0.00	$116.84	20%	$93.47
006512	ECOPIA EP422 PLUS	PASSENGER	BRIDGESTONE	205/50R16		87H	$0.00	$141.61	20%	$113.29
006495	ECOPIA EP422 PLUS	PASSENGER	BRIDGESTONE	205/50R17	XL	93V	$0.00	$193.34	20%	$154.68
003193	ECOPIA EP422 PLUS	PASSENGER	BRIDGESTONE	205/55R16		91H	$0.00	$135.49	NET	$60.79
005070	ECOPIA EP422 PLUS	PASSENGER	BRIDGESTONE	205/55R16		91H	$0.00	$135.49	20%	$108.40
002008	ECOPIA EP422 PLUS	PASSENGER	BRIDGESTONE	205/60R15		91H	$0.00	$114.63	20%	$91.71
006121	ECOPIA EP422 PLUS	PASSENGER	BRIDGESTONE	205/60R16		92H	$0.00	$132.30	20%	$105.85
005019	ECOPIA EP422 PLUS	PASSENGER	BRIDGESTONE	205/65R15	XL	99H	$0.00	$125.77	20%	$100.62
023206	ECOPIA EP422 PLUS	PASSENGER	BRIDGESTONE	205/65R16		95H	$0.00	$137.20	20%	$109.76
002005	ECOPIA EP422 PLUS	PASSENGER	BRIDGESTONE	205/70R15		96T	$0.00	$99.32	20%	$79.46
006597	ECOPIA EP422 PLUS	PASSENGER	BRIDGESTONE	215/45R17		87V	$0.00	$188.09	20%	$150.48
006325	ECOPIA EP422 PLUS	PASSENGER	BRIDGESTONE	215/50R17	XL	95V	$0.00	$191.48	20%	$153.19
006274	ECOPIA EP422 PLUS	PASSENGER	BRIDGESTONE	215/55R16		93H	$0.00	$140.90	20%	$112.73
006189	ECOPIA EP422 PLUS	PASSENGER	BRIDGESTONE	215/55R17		94V	$0.00	$189.77	20%	$151.82
006546	ECOPIA EP422 PLUS	PASSENGER	BRIDGESTONE	215/55R18		95T	$0.00	$218.28	20%	$174.63
002009	ECOPIA EP422 PLUS	PASSENGER	BRIDGESTONE	215/60R15		94T	$0.00	$114.44	20%	$91.56
005985	ECOPIA EP422 PLUS	PASSENGER	BRIDGESTONE	215/60R16		95T	$0.00	$132.30	20%	$105.85
006002	ECOPIA EP422 PLUS	PASSENGER	BRIDGESTONE	215/60R16		95V	$0.00	$146.67	20%	$117.34
006257	ECOPIA EP422 PLUS	PASSENGER	BRIDGESTONE	215/60R17		96T	$0.00	$146.87	20%	$117.50
006087	ECOPIA EP422 PLUS	PASSENGER	BRIDGESTONE	215/65R16		98T	$0.00	$132.33	20%	$105.87
006308	ECOPIA EP422 PLUS	PASSENGER	BRIDGESTONE	215/65R17		99T	$0.00	$143.46	20%	$114.78
006053	ECOPIA EP422 PLUS	PASSENGER	BRIDGESTONE	215/70R15		96T	$0.00	$115.54	20%	$92.44
006648	ECOPIA EP422 PLUS	PASSENGER	BRIDGESTONE	225/45R18		91V	$0.00	$235.60	20%	$188.49
006223	ECOPIA EP422 PLUS	PASSENGER	BRIDGESTONE	225/50R17		94V	$0.00	$203.70	20%	$162.97
006529	ECOPIA EP422 PLUS	PASSENGER	BRIDGESTONE	225/50R18		95T	$0.00	$200.43	20%	$160.35
006206	ECOPIA EP422 PLUS	PASSENGER	BRIDGESTONE	225/55R17		97V	$0.00	$196.10	20%	$156.89
006478	ECOPIA EP422 PLUS	PASSENGER	BRIDGESTONE	225/55R18		98H	$0.00	$236.47	20%	$189.18
005968	ECOPIA EP422 PLUS	PASSENGER	BRIDGESTONE	225/60R16		98H	$0.00	$143.32	20%	$114.66
006172	ECOPIA EP422 PLUS	PASSENGER	BRIDGESTONE	225/60R17		99H	$0.00	$164.72	20%	$131.78
006410	ECOPIA EP422 PLUS	PASSENGER	BRIDGESTONE	225/60R18		100H	$0.00	$174.47	20%	$139.58
006393	ECOPIA EP422 PLUS	PASSENGER	BRIDGESTONE	225/65R16		100H	$0.00	$143.12	20%	$114.50
006240	ECOPIA EP422 PLUS	PASSENGER	BRIDGESTONE	225/65R17		102T	$0.00	$150.64	20%	$120.51
006427	ECOPIA EP422 PLUS	PASSENGER	BRIDGESTONE	235/45R17		94V	$0.00	$203.44	20%	$162.76
006342	ECOPIA EP422 PLUS	PASSENGER	BRIDGESTONE	235/55R17		99H	$0.00	$200.02	20%	$160.02
006359	ECOPIA EP422 PLUS	PASSENGER	BRIDGESTONE	235/55R18		100T	$0.00	$224.49	20%	$179.60
006444	ECOPIA EP422 PLUS	PASSENGER	BRIDGESTONE	235/60R17		102T	$0.00	$180.02	20%	$144.02
006155	ECOPIA EP422 PLUS	PASSENGER	BRIDGESTONE	235/65R16		103T	$0.00	$144.97	20%	$115.98
001628	ECOPIA EP500	PASSENGER	BRIDGESTONE	155/60R20		80Q	$0.00	$153.99	20%	$123.19
001619	ECOPIA EP500	PASSENGER	BRIDGESTONE	155/70R19		84Q	$0.00	$136.60	20%	$109.28
001629	ECOPIA EP500	PASSENGER	BRIDGESTONE	175/55R20		85Q	$0.00	$168.07	20%	$134.45
001630	ECOPIA EP500	PASSENGER	BRIDGESTONE	175/60R19		85Q	$0.00	$149.02	20%	$119.21
001475	ECOPIA EP600	PASSENGER	BRIDGESTONE	155/70R19		84Q	$0.00	$148.19	20%	$118.56
001476	ECOPIA EP600	PASSENGER	BRIDGESTONE	175/60R19		86Q	$0.00	$162.27	20%	$129.81
003259	ECOPIA H/L 422 PLUS	PASSENGER	BRIDGESTONE	225/65R17		102H	$0.00	$185.92	20%	$148.74
021489	ECPHL422PLSRFT	PASSENGER	BRIDGESTONE	P225/65RF17		100H	$0.00	$213.64	20%	$170.91
023682	ER300A RFT	PASSENGER	BRIDGESTONE	205/55R16		91W	$0.00	$202.74	20%	$162.19
024668	ER300A RFTEC	PASSENGER	BRIDGESTONE	225/55R16		95W	$0.00	$223.53	20%	$178.82
018805	EXPD S01	PASSENGER	BRIDGESTONE	215/50ZR17			$0.00	$259.62	20%	$207.69
037524	EXPD S01	PASSENGER	BRIDGESTONE	225/40ZR18			$0.00	$295.61	20%	$235.49
085073	EXPD S01	PASSENGER	BRIDGESTONE	255/45ZR17		98Y	$0.00	$298.65	20%	$238.92
037532	EXPD S01	PASSENGER	BRIDGESTONE	265/40ZR18			$0.00	$384.58	20%	$307.66
037540	EXPD S01	PASSENGER	BRIDGESTONE	265/40ZR18			$0.00	$384.58	20%	$307.66
085081	EXPD S01	PASSENGER	BRIDGESTONE	285/40ZR17		100Y	$0.00	$343.52	20%	$274.82
019879	POTENZA RE010	PASSENGER	BRIDGESTONE	215/45ZR16			$0.00	$279.08	20%	$223.26
019887	POTENZA RE010	PASSENGER	BRIDGESTONE	215/45ZR16			$0.00	$279.08	20%	$223.26
019895	POTENZA RE010	PASSENGER	BRIDGESTONE	245/40ZR17			$0.00	$299.43	20%	$239.54

BRIDGESTONE

2015 WSCA PRICING

4/1/2015 - 3/31/2016

Material Number	TIRE PATTERN	TIRE TYPE	BRAND	SIZE	PLY	LOAD INDEX	FET	11/1/2014 GOVERNMENT CATALOG PRICE	2015 STANDARD DISCOUNTS/ NET	STATE OF ARIZONA PRICES
019909	POTENZA RE010	PASSENGER	BRIDGESTONE	245/40ZR17			$0.00	$299.43	20%	$239.54
086614	POTENZA RE040	PASSENGER	BRIDGESTONE	205/50R15		85V	$0.00	$220.15	20%	$176.12
112082	POTENZA RE040	PASSENGER	BRIDGESTONE	215/45ZR17			$0.00	$257.76	20%	$206.21
147084	POTENZA RE040	PASSENGER	BRIDGESTONE	225/45R18		91W	$0.00	$315.28	20%	$252.22
112127	POTENZA RE040	PASSENGER	BRIDGESTONE	225/45ZR17			$0.00	$262.98	20%	$210.39
146778	POTENZA RE040	PASSENGER	BRIDGESTONE	225/50R17		94W	$0.00	$272.11	20%	$217.69
146795	POTENZA RE040	PASSENGER	BRIDGESTONE	235/50R17		96W	$0.00	$285.15	20%	$228.12
065187	POTENZA RE040	PASSENGER	BRIDGESTONE	235/60R16		100W	$0.00	$287.04	20%	$229.63
147101	POTENZA RE040	PASSENGER	BRIDGESTONE	245/45R18		96W	$0.00	$327.81	20%	$262.25
033380	POTENZA RE050	PASSENGER	BRIDGESTONE	215/45R17		87W	$0.00	$243.75	20%	$195.00
079382	POTENZA RE050	PASSENGER	BRIDGESTONE	215/45R17		87V	$0.00	$222.26	20%	$177.81
093390	POTENZA RE050	PASSENGER	BRIDGESTONE	225/40R18		88Y)	$0.00	$279.52	20%	$223.62
072055	POTENZA RE050	PASSENGER	BRIDGESTONE	225/45R17		90W	$0.00	$248.69	20%	$198.95
080147	POTENZA RE050	PASSENGER	BRIDGESTONE	225/45R17		91W	$0.00	$248.69	20%	$198.95
033397	POTENZA RE050	PASSENGER	BRIDGESTONE	245/40R17		91W	$0.00	$283.15	20%	$226.52
072072	POTENZA RE050	PASSENGER	BRIDGESTONE	245/45R17		95W	$0.00	$274.61	20%	$219.69
006928	POTENZA RE050	PASSENGER	BRIDGESTONE	245/45R18	XL	100Y	$0.00	$320.84	20%	$256.67
062688	POTENZA RE050	PASSENGER	BRIDGESTONE	245/45R18		96Y	$0.00	$310.00	20%	$248.00
093407	POTENZA RE050	PASSENGER	BRIDGESTONE	255/40R18		95Y	$0.00	$349.67	20%	$279.74
127815	POTENZA RE050	PASSENGER	BRIDGESTONE	255/40R19	XL	100Y	$0.00	$424.72	20%	$339.78
119570	POTENZA RE050	PASSENGER	BRIDGESTONE	255/40ZR19	XL		$0.00	$424.72	20%	$339.78
071863	POTENZA RE050	PASSENGER	BRIDGESTONE	255/45R18		99Y	$0.00	$322.38	20%	$257.90
006945	POTENZA RE050	PASSENGER	BRIDGESTONE	265/40R18	XL	101Y	$0.00	$376.40	20%	$301.12
062705	POTENZA RE050	PASSENGER	BRIDGESTONE	265/40R18		97Y	$0.00	$363.64	20%	$290.92
127832	POTENZA RE050	PASSENGER	BRIDGESTONE	275/40R19		101Y	$0.00	$442.72	20%	$354.18
119587	POTENZA RE050	PASSENGER	BRIDGESTONE	275/40ZR19	XL		$0.00	$458.21	20%	$366.57
071885	POTENZA RE050	PASSENGER	BRIDGESTONE	275/45R18		103Y	$0.00	$348.71	20%	$278.96
001462	POTENZA RE050A	PASSENGER	BRIDGESTONE	205/40R17	XL	84W	$0.00	$248.49	20%	$198.79
112039	POTENZA RE050A	PASSENGER	BRIDGESTONE	205/45R17		84W	$0.00	$228.66	20%	$182.93
149694	POTENZA RE050A	PASSENGER	BRIDGESTONE	205/45R17		84V	$0.00	$213.36	20%	$170.69
063776	POTENZA RE050A	PASSENGER	BRIDGESTONE	225/35ZR19		84Y)	$0.00	$325.68	20%	$260.54
112141	POTENZA RE050A	PASSENGER	BRIDGESTONE	225/40R18	XL	92Y	$0.00	$289.34	20%	$231.47
056500	POTENZA RE050A	PASSENGER	BRIDGESTONE	225/40R19		89Y	$0.00	$371.28	20%	$297.02
119621	POTENZA RE050A	PASSENGER	BRIDGESTONE	225/40R19	XL	93Y	$0.00	$382.40	20%	$305.92
126795	POTENZA RE050A	PASSENGER	BRIDGESTONE	225/40R19		89W	$0.00	$371.28	20%	$297.02
133170	POTENZA RE050A	PASSENGER	BRIDGESTONE	225/40R19		89Y	$0.00	$371.28	20%	$297.02
112073	POTENZA RE050A	PASSENGER	BRIDGESTONE	225/45R18		91W	$0.00	$298.13	20%	$238.51
126642	POTENZA RE050A	PASSENGER	BRIDGESTONE	225/45R18		91W	$0.00	$298.13	20%	$238.51
126778	POTENZA RE050A	PASSENGER	BRIDGESTONE	225/45R18		91W	$0.00	$298.13	20%	$238.51
112906	POTENZA RE050A	PASSENGER	BRIDGESTONE	225/45R19		92W	$0.00	$341.95	20%	$273.56
132728	POTENZA RE050A	PASSENGER	BRIDGESTONE	225/45R19	XL	96W	$0.00	$353.90	20%	$283.12
118839	POTENZA RE050A	PASSENGER	BRIDGESTONE	225/50R17		94W	$0.00	$257.30	20%	$205.84
000545	POTENZA RE050A	PASSENGER	BRIDGESTONE	225/50R18		95W	$0.00	$287.63	20%	$230.10
095328	POTENZA RE050A	PASSENGER	BRIDGESTONE	225/50R18		95W	$0.00	$287.63	20%	$230.10
072888	POTENZA RE050A	PASSENGER	BRIDGESTONE	235/35ZR19		87Y	$0.00	$348.47	20%	$278.77
127764	POTENZA RE050A	PASSENGER	BRIDGESTONE	235/35ZR19		87Y)	$0.00	$348.47	20%	$278.77
024838	POTENZA RE050A	PASSENGER	BRIDGESTONE	235/40R19	XL	96Y	$0.00	$396.15	20%	$316.92
061209	POTENZA RE050A	PASSENGER	BRIDGESTONE	235/40ZR18		91Y	$0.00	$293.50	20%	$234.80
127713	POTENZA RE050A	PASSENGER	BRIDGESTONE	235/40ZR18		91Y	$0.00	$293.50	20%	$234.80
038089	POTENZA RE050A	PASSENGER	BRIDGESTONE	235/40ZR19		92Y	$0.00	$382.75	20%	$306.20
090399	POTENZA RE050A	PASSENGER	BRIDGESTONE	235/45ZR18		94Y	$0.00	$307.08	20%	$245.67
142452	POTENZA RE050A	PASSENGER	BRIDGESTONE	245/35ZR20		91Y	$0.00	$400.86	20%	$320.69
110543	POTENZA RE050A	PASSENGER	BRIDGESTONE	245/40R18		93Y	$0.00	$327.84	20%	$262.27
112158	POTENZA RE050A	PASSENGER	BRIDGESTONE	245/40R18		93Y	$0.00	$327.84	20%	$262.27
142061	POTENZA RE050A	PASSENGER	BRIDGESTONE	245/40R18		93Y	$0.00	$327.84	20%	$262.27
001291	POTENZA RE050A	PASSENGER	BRIDGESTONE	245/40R19	XL	98Y	$0.00	$408.38	20%	$326.71
056483	POTENZA RE050A	PASSENGER	BRIDGESTONE	245/40R19		94W	$0.00	$394.58	20%	$315.67
056517	POTENZA RE050A	PASSENGER	BRIDGESTONE	245/40R19		94Y	$0.00	$394.58	20%	$315.67
112923	POTENZA RE050A	PASSENGER	BRIDGESTONE	245/40R19		94W	$0.00	$394.58	20%	$315.67
132745	POTENZA RE050A	PASSENGER	BRIDGESTONE	245/40R19	XL	98W	$0.00	$408.38	20%	$326.71
133187	POTENZA RE050A	PASSENGER	BRIDGESTONE	245/40R19		94Y	$0.00	$394.58	20%	$315.67
133357	POTENZA RE050A	PASSENGER	BRIDGESTONE	245/40R19		94W	$0.00	$394.58	20%	$315.67
140548	POTENZA RE050A	PASSENGER	BRIDGESTONE	245/40R19		94Y	$0.00	$394.58	20%	$315.67
149762	POTENZA RE050A	PASSENGER	BRIDGESTONE	245/40R20		95W	$0.00	$414.31	20%	$331.44
007923	POTENZA RE050A	PASSENGER	BRIDGESTONE	245/40ZR19		94Y	$0.00	$394.58	20%	$315.67
133952	POTENZA RE050A	PASSENGER	BRIDGESTONE	245/40ZR19		94Y	$0.00	$394.58	20%	$315.67
000562	POTENZA RE050A	PASSENGER	BRIDGESTONE	245/45R18		96W	$0.00	$310.00	20%	$248.00
000597	POTENZA RE050A	PASSENGER	BRIDGESTONE	245/45R19		96W	$0.00	$310.00	20%	$248.00
095345	POTENZA RE050A	PASSENGER	BRIDGESTONE	245/45R18		96W	$0.00	$310.00	20%	$248.00
112090	POTENZA RE050A	PASSENGER	BRIDGESTONE	245/45R18		96W	$0.00	$310.00	20%	$248.00
119638	POTENZA RE050A	PASSENGER	BRIDGESTONE	255/35R19	XL	96Y	$0.00	$392.14	20%	$313.71
142078	POTENZA RE050A	PASSENGER	BRIDGESTONE	255/35R19	XL	96Y	$0.00	$392.14	20%	$313.71
024183	POTENZA RE050A	PASSENGER	BRIDGESTONE	255/35ZR19	XL	96Y	$0.00	$392.14	20%	$313.71
069386	POTENZA RE050A	PASSENGER	BRIDGESTONE	255/35ZR19		92Y	$0.00	$378.86	20%	$303.09

BRIDGESTONE

2015 WSCA PRICING

4/1/2015 - 3/31/2016

Material Number	TIRE PATTERN	TIRE TYPE	BRAND	SIZE	PLY	LOAD INDEX	FET	11/1/2014 GOVERNMENT CATALOG PRICE	2015 STANDARD DISCOUNTS/ NET	STATE OF ARIZONA PRICES
117921	POTENZA RE050A	PASSENGER	BRIDGESTONE	255/40R18	XL	99Y	$0.00	$361.92	20%	$289.54
119519	POTENZA RE050A	PASSENGER	BRIDGESTONE	255/40R18		95W	$0.00	$349.67	20%	$279.74
065221	POTENZA RE050A	PASSENGER	BRIDGESTONE	255/40ZR18		95Y	$0.00	$349.67	20%	$279.74
024855	POTENZA RE050A	PASSENGER	BRIDGESTONE	265/35R19		94Y	$0.00	$388.34	20%	$310.67
112022	POTENZA RE050A	PASSENGER	BRIDGESTONE	265/35R20	XL	99Y	$0.00	$457.78	20%	$366.22
091350	POTENZA RE050A	PASSENGER	BRIDGESTONE	265/35ZR19		94Y	$0.00	$388.34	20%	$310.67
140531	POTENZA RE050A	PASSENGER	BRIDGESTONE	265/35ZR19		94Y	$0.00	$388.34	20%	$310.67
061226	POTENZA RE050A	PASSENGER	BRIDGESTONE	265/40ZR18	XL	101Y	$0.00	$376.40	20%	$301.12
127730	POTENZA RE050A	PASSENGER	BRIDGESTONE	265/40ZR18	XL	101Y	$0.00	$376.40	20%	$301.12
001292	POTENZA RE050A	PASSENGER	BRIDGESTONE	275/35R19	XL	100Y	$0.00	$412.02	20%	$329.62
133374	POTENZA RE050A	PASSENGER	BRIDGESTONE	275/35R19		96W	$0.00	$398.09	20%	$318.47
038106	POTENZA RE050A	PASSENGER	BRIDGESTONE	275/35ZR19		96Y)	$0.00	$398.09	20%	$318.47
090415	POTENZA RE050A	PASSENGER	BRIDGESTONE	275/40ZR18		99Y	$0.00	$373.66	20%	$298.93
024200	POTENZA RE050A	PASSENGER	BRIDGESTONE	285/30ZR19	XL	98Y	$0.00	$426.31	20%	$341.05
119536	POTENZA RE050A	PASSENGER	BRIDGESTONE	285/35R18		97W	$0.00	$405.15	20%	$324.12
007940	POTENZA RE050A	PASSENGER	BRIDGESTONE	285/35ZR19		99Y	$0.00	$418.01	20%	$334.41
063793	POTENZA RE050A	PASSENGER	BRIDGESTONE	285/35ZR19		99Y	$0.00	$418.01	20%	$334.41
142486	POTENZA RE050A	PASSENGER	BRIDGESTONE	285/35ZR20		100Y	$0.00	$440.66	20%	$352.53
140565	POTENZA RE050A	PASSENGER	BRIDGESTONE	285/40R19		103Y	$0.00	$460.43	20%	$368.34
133969	POTENZA RE050A	PASSENGER	BRIDGESTONE	285/40ZR19		103Y	$0.00	$460.43	20%	$368.34
088715	POTENZA RE050A	PASSENGER	BRIDGESTONE	295/30ZR19	XL	100Y	$0.00	$443.36	20%	$354.69
127781	POTENZA RE050A	PASSENGER	BRIDGESTONE	295/30ZR19	XL	100Y	$0.00	$443.36	20%	$354.69
065238	POTENZA RE050A	PASSENGER	BRIDGESTONE	295/35ZR18		99Y	$0.00	$474.46	20%	$379.57
068638	POTENZA RE050A	PASSENGER	BRIDGESTONE	295/35ZR18		99Y	$0.00	$474.46	20%	$379.57
127747	POTENZA RE050A	PASSENGER	BRIDGESTONE	295/35ZR18		99Y	$0.00	$474.46	20%	$379.57
069403	POTENZA RE050A	PASSENGER	BRIDGESTONE	305/30ZR19		98Y	$0.00	$450.72	20%	$360.58
072905	POTENZA RE050A	PASSENGER	BRIDGESTONE	305/30ZR19	XL	102Y	$0.00	$466.49	20%	$373.19
127798	POTENZA RE050A	PASSENGER	BRIDGESTONE	305/30ZR19	XL	102Y	$0.00	$466.49	20%	$373.19
062994	POTENZA RE050A	PASSENGER	BRIDGESTONE	P225/50R18		94W	$0.00	$287.63	20%	$230.10
030490	POTENZA RE050A	PASSENGER	BRIDGESTONE	P255/45R18		99V	$0.00	$296.63	20%	$237.30
071851	POTENZA RE050A	PASSENGER	BRIDGESTONE	265/35R19		94W	$0.00	$388.34	20%	$310.67
003863	POTENZA RE050A	PASSENGER	BRIDGESTONE	245/35R20	XL	95Y	$0.00	$414.89	20%	$331.91
003866	POTENZA RE050A	PASSENGER	BRIDGESTONE	275/30R20	XL	97Y	$0.00	$454.25	20%	$363.40
003827	POTENZA RE050A RFT	PASSENGER	BRIDGESTONE	225/40RF18		88W	$0.00	$350.36	20%	$280.29
003828	POTENZA RE050A RFT	PASSENGER	BRIDGESTONE	255/35RF18		90W	$0.00	$428.03	20%	$342.43
133476	POTENZA RE050EC	PASSENGER	BRIDGESTONE	255/45R18		99Y	$0.00	$338.52	20%	$270.82
046436	POTENZA RE050EX	PASSENGER	BRIDGESTONE	225/45R17		91W	$0.00	$294.75	20%	$235.80
046453	POTENZA RE050EX	PASSENGER	BRIDGESTONE	245/40R17		91W	$0.00	$335.59	20%	$268.47
046470	POTENZA RE050EX	PASSENGER	BRIDGESTONE	245/45R18		96Y	$0.00	$388.50	20%	$310.80
046487	POTENZA RE050EX	PASSENGER	BRIDGESTONE	265/40R18		97Y	$0.00	$426.36	20%	$341.09
118363	POTENZA RE070	PASSENGER	BRIDGESTONE	215/45R17		87W	$0.00	$257.76	20%	$206.21
013626	POTENZA RE070	PASSENGER	BRIDGESTONE	225/45R17		90W	$0.00	$262.98	20%	$210.39
118380	POTENZA RE070	PASSENGER	BRIDGESTONE	255/40R17		94W	$0.00	$314.38	20%	$251.50
000426	POTENZA RE070	PASSENGER	BRIDGESTONE	265/35ZR20		95Y	$0.00	$523.15	20%	$418.52
000427	POTENZA RE070	PASSENGER	BRIDGESTONE	305/30ZR20		99Y	$0.00	$642.62	20%	$514.09
000939	POTENZA RE-11	PASSENGER	BRIDGESTONE	205/45R16	XL	87V	$0.00	$180.78	20%	$144.62
000948	POTENZA RE-11	PASSENGER	BRIDGESTONE	205/45R17	XL	88W	$0.00	$192.26	20%	$153.81
000952	POTENZA RE-11	PASSENGER	BRIDGESTONE	205/50R17	XL	93W	$0.00	$201.87	20%	$161.50
000935	POTENZA RE-11	PASSENGER	BRIDGESTONE	205/55R16		91V	$0.00	$163.13	20%	$130.51
000951	POTENZA RE-11	PASSENGER	BRIDGESTONE	215/45R18	XL	93W	$0.00	$235.03	20%	$188.02
000931	POTENZA RE-11	PASSENGER	BRIDGESTONE	225/40R18	XL	92W	$0.00	$220.23	20%	$176.19
000958	POTENZA RE-11	PASSENGER	BRIDGESTONE	225/40R19	XL	93W	$0.00	$264.28	20%	$211.43
000960	POTENZA RE-11	PASSENGER	BRIDGESTONE	225/45R18		91W	$0.00	$236.54	20%	$189.23
000938	POTENZA RE-11	PASSENGER	BRIDGESTONE	225/50R16		92V	$0.00	$159.63	20%	$127.71
000934	POTENZA RE-11	PASSENGER	BRIDGESTONE	235/35R19	XL	91W	$0.00	$310.28	20%	$248.23
000962	POTENZA RE-11	PASSENGER	BRIDGESTONE	235/40R17		90W	$0.00	$226.06	20%	$180.85
000949	POTENZA RE-11	PASSENGER	BRIDGESTONE	235/40R18	XL	95W	$0.00	$252.86	20%	$202.29
000940	POTENZA RE-11	PASSENGER	BRIDGESTONE	245/35R19	XL	93W	$0.00	$323.21	20%	$258.57
000930	POTENZA RE-11	PASSENGER	BRIDGESTONE	245/40R18	XL	97W	$0.00	$254.03	20%	$203.23
000943	POTENZA RE-11	PASSENGER	BRIDGESTONE	245/40R19		94W	$0.00	$276.17	20%	$220.94
000933	POTENZA RE-11	PASSENGER	BRIDGESTONE	245/45R16		94W	$0.00	$213.96	20%	$171.17
000963	POTENZA RE-11	PASSENGER	BRIDGESTONE	245/45R17		95W	$0.00	$198.09	20%	$158.48
000961	POTENZA RE-11	PASSENGER	BRIDGESTONE	245/45R18	XL	100W	$0.00	$269.91	20%	$215.94
000950	POTENZA RE-11	PASSENGER	BRIDGESTONE	255/35R18		90W	$0.00	$297.14	20%	$237.71
000942	POTENZA RE-11	PASSENGER	BRIDGESTONE	255/35R19	XL	96W	$0.00	$336.13	20%	$268.91
000947	POTENZA RE-11	PASSENGER	BRIDGESTONE	255/40R17		94W	$0.00	$214.40	20%	$171.53
000945	POTENZA RE-11	PASSENGER	BRIDGESTONE	265/35R18		93W	$0.00	$308.79	20%	$247.04
000937	POTENZA RE-11	PASSENGER	BRIDGESTONE	265/35R19	XL	98W	$0.00	$349.57	20%	$279.66
000954	POTENZA RE-11	PASSENGER	BRIDGESTONE	265/40R18	XL	101W	$0.00	$324.37	20%	$259.50
000946	POTENZA RE-11	PASSENGER	BRIDGESTONE	275/30R19	XL	96W	$0.00	$349.23	20%	$279.39
000955	POTENZA RE-11	PASSENGER	BRIDGESTONE	275/35R18		95W	$0.00	$319.28	20%	$255.43
000959	POTENZA RE-11	PASSENGER	BRIDGESTONE	275/40R18		99W	$0.00	$329.06	20%	$263.25
000957	POTENZA RE-11	PASSENGER	BRIDGESTONE	285/30R18	XL	97W	$0.00	$355.41	20%	$284.33
000932	POTENZA RE-11	PASSENGER	BRIDGESTONE	285/35R19		99W	$0.00	$354.63	20%	$283.71

BRIDGESTONE

2015 WSCA PRICING

4/1/2015 - 3/31/2016

Material Number	TIRE PATTERN	TIRE TYPE	BRAND	SIZE	PLY	LOAD INDEX	FET	11/1/2014 GOVERNMENT CATALOG PRICE	2015 STANDARD DISCOUNTS/ NET	STATE OF ARIZONA PRICES
000941	POTENZA RE-11	PASSENGER	BRIDGESTONE	305/30R19	XL	102W	$0.00	$387.22	20%	$309.78
000956	POTENZA RE-11	PASSENGER	BRIDGESTONE	325/30R19		101W	$0.00	$418.81	20%	$335.06
002986	POTENZA RE-71R	PASSENGER	BRIDGESTONE	195/55R16		87V	$0.00	$156.36	20%	$125.09
009470	POTENZA RE-71R	PASSENGER	BRIDGESTONE	205/45R16	XL	87W	$0.00	$188.00	20%	$150.40
009606	POTENZA RE-71R	PASSENGER	BRIDGESTONE	205/45R17	XL	88W	$0.00	$192.26	20%	$153.81
009402	POTENZA RE-71R	PASSENGER	BRIDGESTONE	205/50R15		86V	$0.00	$138.16	20%	$110.53
002984	POTENZA RE-71R	PASSENGER	BRIDGESTONE	205/50R16		87V	$0.00	$146.89	20%	$117.51
009436	POTENZA RE-71R	PASSENGER	BRIDGESTONE	205/55R16		91V	$0.00	$169.65	20%	$135.73
002980	POTENZA RE-71R	PASSENGER	BRIDGESTONE	215/40R18	XL	89W	$0.00	$211.43	20%	$169.15
009521	POTENZA RE-71R	PASSENGER	BRIDGESTONE	215/45R17	XL	91W	$0.00	$164.30	20%	$131.45
009623	POTENZA RE-71R	PASSENGER	BRIDGESTONE	215/45R18	XL	93W	$0.00	$235.03	20%	$188.02
002976	POTENZA RE-71R	PASSENGER	BRIDGESTONE	225/35R19	XL	88W	$0.00	$297.02	20%	$237.62
009742	POTENZA RE-71R	PASSENGER	BRIDGESTONE	225/40R18	XL	92W	$0.00	$220.23	20%	$176.19
009538	POTENZA RE-71R	PASSENGER	BRIDGESTONE	225/45R17	XL	94W	$0.00	$191.10	20%	$152.89
009640	POTENZA RE-71R	PASSENGER	BRIDGESTONE	225/45R18	XL	95W	$0.00	$244.82	20%	$195.86
009453	POTENZA RE-71R	PASSENGER	BRIDGESTONE	225/50R16		92V	$0.00	$166.02	20%	$132.82
002982	POTENZA RE-71R	PASSENGER	BRIDGESTONE	225/50R18		95W	$0.00	$224.44	20%	$179.55
009759	POTENZA RE-71R	PASSENGER	BRIDGESTONE	235/40R18	XL	95W	$0.00	$252.86	20%	$202.29
009572	POTENZA RE-71R	PASSENGER	BRIDGESTONE	235/45R17		94W	$0.00	$186.43	20%	$149.15
009674	POTENZA RE-71R	PASSENGER	BRIDGESTONE	245/40R17		91W	$0.00	$203.92	20%	$163.14
009793	POTENZA RE-71R	PASSENGER	BRIDGESTONE	245/40R18	XL	97W	$0.00	$254.03	20%	$203.23
009980	POTENZA RE-71R	PASSENGER	BRIDGESTONE	245/40R19	XL	98W	$0.00	$285.84	20%	$228.68
009589	POTENZA RE-71R	PASSENGER	BRIDGESTONE	245/45R17		95W	$0.00	$198.09	20%	$158.48
009657	POTENZA RE-71R	PASSENGER	BRIDGESTONE	245/45R18	XL	100W	$0.00	$269.91	20%	$215.94
009844	POTENZA RE-71R	PASSENGER	BRIDGESTONE	255/35R18	XL	94W	$0.00	$307.53	20%	$246.03
010099	POTENZA RE-71R	PASSENGER	BRIDGESTONE	255/35R19	XL	96W	$0.00	$335.72	20%	$268.58
009691	POTENZA RE-71R	PASSENGER	BRIDGESTONE	255/40R17	XL	98W	$0.00	$221.91	20%	$177.54
002978	POTENZA RE-71R	PASSENGER	BRIDGESTONE	255/40R18	XL	99W	$0.00	$264.19	20%	$211.36
009861	POTENZA RE-71R	PASSENGER	BRIDGESTONE	265/35R18	XL	97W	$0.00	$319.60	20%	$255.68
009878	POTENZA RE-71R	PASSENGER	BRIDGESTONE	275/35R18		95W	$0.00	$319.28	20%	$255.43
010116	POTENZA RE-71R	PASSENGER	BRIDGESTONE	275/35R19		96W	$0.00	$375.82	20%	$300.66
087939	POTENZA RE92	PASSENGER	BRIDGESTONE	P165/65R14		78S	$0.00	$100.75	20%	$80.60
072089	POTENZA RE92	PASSENGER	BRIDGESTONE	225/45R17		91V	$0.00	$332.49	20%	$265.99
072106	POTENZA RE92	PASSENGER	BRIDGESTONE	245/45R17		95V	$0.00	$362.38	20%	$289.90
133136	POTENZA RE92A	PASSENGER	BRIDGESTONE	225/45R18		91V	$0.00	$257.19	20%	$205.75
133153	POTENZA RE92A	PASSENGER	BRIDGESTONE	245/45R18		96V	$0.00	$283.56	20%	$226.85
110509	POTENZA RE92A	PASSENGER	BRIDGESTONE	P205/50R17		88V	$0.00	$320.87	20%	$256.70
039041	POTENZA RE92A	PASSENGER	BRIDGESTONE	P225/50R17		93V	$0.00	$355.55	20%	$284.44
039058	POTENZA RE92A	PASSENGER	BRIDGESTONE	P235/50R17		95V	$0.00	$366.55	20%	$293.24
000168	POTENZA RE97AS	PASSENGER	BRIDGESTONE	245/40R20		95H	$0.00	$236.30	20%	$189.04
003195	POTENZA RE97AS	PASSENGER	BRIDGESTONE	225/40R18	XL	92H	$0.00	$191.43	20%	$153.14
024889	POTENZA RE97AS	PASSENGER	BRIDGESTONE	235/45R18		94H	$0.00	$189.65	20%	$151.72
003829	POTENZA RE97AS	PASSENGER	BRIDGESTONE	P245/40R20		95V	$0.00	$234.44	20%	$187.55
002045	POTENZA S001	PASSENGER	BRIDGESTONE	215/45R20	XL	95W	$0.00	$360.41	20%	$288.33
024617	POTENZA S001	PASSENGER	BRIDGESTONE	225/35R18	XL	87W	$0.00	$302.45	20%	$241.96
001971	POTENZA S001	PASSENGER	BRIDGESTONE	225/40R18	XL	92Y	$0.00	$289.34	20%	$231.47
024753	POTENZA S001	PASSENGER	BRIDGESTONE	225/40R18	XL	92Y	$0.00	$289.34	20%	$231.47
000918	POTENZA S001	PASSENGER	BRIDGESTONE	235/35ZR20		88Y)	$0.00	$405.01	20%	$324.01
145291	POTENZA S001	PASSENGER	BRIDGESTONE	235/35ZR20		88Y)	$0.00	$405.01	20%	$324.01
024770	POTENZA S001	PASSENGER	BRIDGESTONE	245/35R18	XL	92Y	$0.00	$328.60	20%	$262.88
139783	POTENZA S001	PASSENGER	BRIDGESTONE	245/35R20	XL	95Y	$0.00	$414.89	20%	$331.91
025059	POTENZA S001	PASSENGER	BRIDGESTONE	245/35ZR20		91Y	$0.00	$400.86	20%	$320.69
001302	POTENZA S001	PASSENGER	BRIDGESTONE	245/40R19	XL	98Y	$0.00	$407.73	20%	$326.19
002046	POTENZA S001	PASSENGER	BRIDGESTONE	245/40R20	XL	99W	$0.00	$428.81	20%	$343.05
149711	POTENZA S001	PASSENGER	BRIDGESTONE	245/40ZR20		95Y	$0.00	$414.31	20%	$331.44
139800	POTENZA S001	PASSENGER	BRIDGESTONE	255/30R20	XL	92Y	$0.00	$425.12	20%	$340.10
025161	POTENZA S001	PASSENGER	BRIDGESTONE	255/35R20	XL	97Y	$0.00	$403.86	20%	$323.09
025144	POTENZA S001	PASSENGER	BRIDGESTONE	255/40R19	XL	100Y	$0.00	$424.72	20%	$339.78
001633	POTENZA S001	PASSENGER	BRIDGESTONE	255/40ZR20	XL	101Y	$0.00	$445.97	20%	$356.77
000920	POTENZA S001	PASSENGER	BRIDGESTONE	265/35ZR20		95Y	$0.00	$442.30	20%	$353.84
002772	POTENZA S001	PASSENGER	BRIDGESTONE	265/35ZR20		95Y	$0.00	$442.30	20%	$353.84
002109	POTENZA S001	PASSENGER	BRIDGESTONE	275/30R20	XL	97Y	$0.00	$438.55	20%	$350.84
001294	POTENZA S001	PASSENGER	BRIDGESTONE	275/35ZR20	XL	102Y	$0.00	$455.35	20%	$364.28
001303	POTENZA S001	PASSENGER	BRIDGESTONE	285/35R19		99Y	$0.00	$469.65	20%	$375.72
001650	POTENZA S001	PASSENGER	BRIDGESTONE	295/35ZR20	XL	105Y	$0.00	$474.33	20%	$379.46
025042	POTENZA S001	PASSENGER	BRIDGESTONE	295/35ZR20	XL	101Y	$0.00	$474.33	20%	$379.46
144951	POTENZA S001	PASSENGER	BRIDGESTONE	295/35ZR20		101Y	$0.00	$514.97	20%	$411.97
149728	POTENZA S001	PASSENGER	BRIDGESTONE	295/35ZR20	XL	105Y	$0.00	$474.33	20%	$379.46
139817	POTENZA S001	PASSENGER	BRIDGESTONE	305/25R20	XL	97Y	$0.00	$526.70	20%	$421.36
002789	POTENZA S001	PASSENGER	BRIDGESTONE	305/30ZR20		99Y	$0.00	$509.52	20%	$407.62
002448	POTENZA S001	PASSENGER	BRIDGESTONE	235/40R19	XL	96W	$0.00	$391.42	20%	$313.14
002047	POTENZA S001 I	PASSENGER	BRIDGESTONE	195/50R20	XL	93W	$0.00	$315.55	20%	$252.44
002048	POTENZA S001 I	PASSENGER	BRIDGESTONE	215/45R20	XL	95W	$0.00	$360.41	20%	$288.33
000257	POTENZA S001 MO	PASSENGER	BRIDGESTONE	255/35R19	XL	96Y	$0.00	$465.16	20%	$372.13

BRIDGESTONE

2015 WSCA PRICING

4/1/2015 - 3/31/2016

Material Number	TIRE PATTERN	TIRE TYPE	BRAND	SIZE	PLY	LOAD INDEX	FET	11/1/2014 GOVERNMENT CATALOG PRICE	2015 STANDARD DISCOUNTS/ NET	STATE OF ARIZONA PRICES
000259	POTENZA S001 MO	PASSENGER	BRIDGESTONE	255/40R18	XL	99Y	$0.00	$417.80	20%	$334.24
000258	POTENZA S001 MO	PASSENGER	BRIDGESTONE	285/30R19	XL	98Y	$0.00	$549.40	20%	$439.52
000260	POTENZA S001 MO	PASSENGER	BRIDGESTONE	285/35R18		97Y	$0.00	$480.72	20%	$384.57
003649	POTENZA S001 MOEXTENDED	PASSENGER	BRIDGESTONE	225/45R18	XL	95Y	$0.00	$350.29	20%	$280.23
003650	POTENZA S001 MOEXTENDED	PASSENGER	BRIDGESTONE	245/40R18	XL	97Y	$0.00	$401.09	20%	$320.87
023852	POTENZA S001RFT	PASSENGER	BRIDGESTONE	205/50R17		89W	$0.00	$276.78	20%	$221.43
023869	POTENZA S001RFT	PASSENGER	BRIDGESTONE	225/40R18		88Y	$0.00	$375.94	20%	$300.75
023886	POTENZA S001RFT	PASSENGER	BRIDGESTONE	225/40R19		89Y	$0.00	$377.75	20%	$302.20
023767	POTENZA S001RFT	PASSENGER	BRIDGESTONE	225/45R17		91W	$0.00	$294.75	20%	$235.80
024719	POTENZA S001RFT	PASSENGER	BRIDGESTONE	225/45R18		91Y	$0.00	$358.04	20%	$286.43
024685	POTENZA S001RFT	PASSENGER	BRIDGESTONE	225/50R17		94W	$0.00	$303.14	20%	$242.51
023818	POTENZA S001RFT	PASSENGER	BRIDGESTONE	245/35R18		88Y	$0.00	$410.92	20%	$328.73
023784	POTENZA S001RFT	PASSENGER	BRIDGESTONE	245/40R17		91W	$0.00	$341.20	20%	$272.96
023835	POTENZA S001RFT	PASSENGER	BRIDGESTONE	255/35R19		92Y	$0.00	$449.43	20%	$359.55
024736	POTENZA S001RFT	PASSENGER	BRIDGESTONE	255/40R18		95Y	$0.00	$403.68	20%	$322.94
024702	POTENZA S001RFT	PASSENGER	BRIDGESTONE	255/45R17		98W	$0.00	$338.50	20%	$270.80
001443	POTENZA S007	PASSENGER	BRIDGESTONE	255/35ZR20		93Y	$0.00	$389.72	20%	$311.78
001444	POTENZA S007	PASSENGER	BRIDGESTONE	315/35ZR20		106Y	$0.00	$503.41	20%	$402.72
002600	POTENZA S007	PASSENGER	BRIDGESTONE	265/35ZR20	XL	94Y	$0.00	$418.45	20%	$334.76
081612	POTENZA S02	PASSENGER	BRIDGESTONE	205/55R16		89W	$0.00	$215.32	20%	$172.26
057118	POTENZA S02	PASSENGER	BRIDGESTONE	205/55ZR16			$0.00	$271.99	20%	$217.59
060100	POTENZA S02	PASSENGER	BRIDGESTONE	225/40ZR18			$0.00	$295.61	20%	$236.49
081620	POTENZA S02	PASSENGER	BRIDGESTONE	225/50R16		92W	$0.00	$234.87	20%	$187.90
057126	POTENZA S02	PASSENGER	BRIDGESTONE	225/50ZR16			$0.00	$234.87	20%	$187.90
085871	POTENZA S02	PASSENGER	BRIDGESTONE	245/40ZR18		93Y	$0.00	$346.67	20%	$277.34
058912	POTENZA S02	PASSENGER	BRIDGESTONE	265/35ZR18		93Y	$0.00	$387.87	20%	$310.30
064963	POTENZA S02	PASSENGER	BRIDGESTONE	295/30ZR18			$0.00	$498.13	20%	$398.51
119288	POTENZA S02A	PASSENGER	BRIDGESTONE	205/50ZR17			$0.00	$250.66	20%	$200.53
087955	POTENZA S02A	PASSENGER	BRIDGESTONE	215/45ZR18		89Y)	$0.00	$299.52	20%	$239.61
146693	POTENZA S02A	PASSENGER	BRIDGESTONE	225/40ZR18			$0.00	$295.61	20%	$236.49
119296	POTENZA S02A	PASSENGER	BRIDGESTONE	255/40ZR17			$0.00	$314.38	20%	$251.50
038072	POTENZA S02A	PASSENGER	BRIDGESTONE	265/35ZR18			$0.00	$387.87	20%	$310.30
087971	POTENZA S02A	PASSENGER	BRIDGESTONE	275/40ZR18		99Y	$0.00	$395.16	20%	$316.12
146710	POTENZA S02A	PASSENGER	BRIDGESTONE	285/30ZR18			$0.00	$498.13	20%	$398.51
024285	POTENZA S02A	PASSENGER	BRIDGESTONE	295/30ZR18	XL		$0.00	$523.05	20%	$418.44
102655	POTENZA S-04 PP	PASSENGER	BRIDGESTONE	205/45R17	XL	88Y	$0.00	$196.86	20%	$157.49
102638	POTENZA S-04 PP	PASSENGER	BRIDGESTONE	205/50R17	XL	93Y	$0.00	$214.98	20%	$171.99
120743	POTENZA S-04 PP	PASSENGER	BRIDGESTONE	205/55R16		91Y	$0.00	$187.78	20%	$150.23
120777	POTENZA S-04 PP	PASSENGER	BRIDGESTONE	215/45R17	XL	91Y	$0.00	$202.50	20%	$162.00
120811	POTENZA S-04 PP	PASSENGER	BRIDGESTONE	215/45R18	XL	93Y	$0.00	$233.68	20%	$186.94
102757	POTENZA S-04 PP	PASSENGER	BRIDGESTONE	225/40R18	XL	92Y	$0.00	$261.52	20%	$209.22
120930	POTENZA S-04 PP	PASSENGER	BRIDGESTONE	225/40R19	XL	93Y	$0.00	$329.61	20%	$263.69
102672	POTENZA S-04 PP	PASSENGER	BRIDGESTONE	225/45R17		91Y	$0.00	$213.33	20%	$170.66
102689	POTENZA S-04 PP	PASSENGER	BRIDGESTONE	225/45R18		91Y	$0.00	$266.73	20%	$213.38
120947	POTENZA S-04 PP	PASSENGER	BRIDGESTONE	225/45R19	XL	96Y	$0.00	$274.92	20%	$219.94
120828	POTENZA S-04 PP	PASSENGER	BRIDGESTONE	225/50R18		95Y	$0.00	$210.05	20%	$168.04
102995	POTENZA S-04 PP	PASSENGER	BRIDGESTONE	235/35R19	XL	91Y	$0.00	$309.36	20%	$247.49
120845	POTENZA S-04 PP	PASSENGER	BRIDGESTONE	235/40R18	XL	95Y	$0.00	$268.97	20%	$215.18
102706	POTENZA S-04 PP	PASSENGER	BRIDGESTONE	235/45R17		94Y	$0.00	$228.81	20%	$183.05
120794	POTENZA S-04 PP	PASSENGER	BRIDGESTONE	235/50R17		96Y	$0.00	$228.82	20%	$183.06
120862	POTENZA S-04 PP	PASSENGER	BRIDGESTONE	245/35R18	XL	92Y	$0.00	$301.32	20%	$241.06
103029	POTENZA S-04 PP	PASSENGER	BRIDGESTONE	245/35R19	XL	93Y	$0.00	$325.66	20%	$260.53
102774	POTENZA S-04 PP	PASSENGER	BRIDGESTONE	245/40R17		91Y	$0.00	$253.28	20%	$202.63
102791	POTENZA S-04 PP	PASSENGER	BRIDGESTONE	245/40R18	XL	97Y	$0.00	$294.13	20%	$235.34
102808	POTENZA S-04 PP	PASSENGER	BRIDGESTONE	245/40R19	XL	98Y	$0.00	$343.43	20%	$274.75
102825	POTENZA S-04 PP	PASSENGER	BRIDGESTONE	245/40R20	XL	99Y	$0.00	$387.75	20%	$310.20
102740	POTENZA S-04 PP	PASSENGER	BRIDGESTONE	245/45R18		96Y	$0.00	$285.57	20%	$228.46
120964	POTENZA S-04 PP	PASSENGER	BRIDGESTONE	245/45R19		98Y	$0.00	$295.55	20%	$236.44
103080	POTENZA S-04 PP	PASSENGER	BRIDGESTONE	255/35R18	XL	94Y	$0.00	$310.65	20%	$248.52
120981	POTENZA S-04 PP	PASSENGER	BRIDGESTONE	255/35R19	XL	96Y	$0.00	$335.47	20%	$268.37
103097	POTENZA S-04 PP	PASSENGER	BRIDGESTONE	255/35R20	XL	97Y	$0.00	$368.33	20%	$294.67
102842	POTENZA S-04 PP	PASSENGER	BRIDGESTONE	255/40R17		94Y	$0.00	$274.21	20%	$219.37
102859	POTENZA S-04 PP	PASSENGER	BRIDGESTONE	255/40R18	XL	99Y	$0.00	$308.88	20%	$247.10
120998	POTENZA S-04 PP	PASSENGER	BRIDGESTONE	255/40R19	XL	100Y	$0.00	$391.72	20%	$313.38
120879	POTENZA S-04 PP	PASSENGER	BRIDGESTONE	255/45R18		99Y	$0.00	$299.84	20%	$239.87
103114	POTENZA S-04 PP	PASSENGER	BRIDGESTONE	265/35R18	XL	97Y	$0.00	$322.11	20%	$257.69
121015	POTENZA S-04 PP	PASSENGER	BRIDGESTONE	265/35R19	XL	98Y	$0.00	$361.68	20%	$289.35
124143	POTENZA S-04 PP	PASSENGER	BRIDGESTONE	265/40R18	XL	101Y	$0.00	$322.86	20%	$258.28
103131	POTENZA S-04 PP	PASSENGER	BRIDGESTONE	275/35R18		95Y	$0.00	$331.44	20%	$265.15
103148	POTENZA S-04 PP	PASSENGER	BRIDGESTONE	275/35R19	XL	100Y	$0.00	$380.03	20%	$304.03
121151	POTENZA S-04 PP	PASSENGER	BRIDGESTONE	275/35R20	XL	102Y	$0.00	$404.49	20%	$323.59
121032	POTENZA S-04 PP	PASSENGER	BRIDGESTONE	275/40R19		101Y	$0.00	$409.37	20%	$327.50
103301	POTENZA S-04 PP	PASSENGER	BRIDGESTONE	285/30R18		93Y	$0.00	$434.48	20%	$347.59
121049	POTENZA S-04 PP	PASSENGER	BRIDGESTONE	285/30R19	XL	98Y	$0.00	$393.20	20%	$314.56

BRIDGESTONE

2015 WSCA PRICING

4/1/2015 - 3/31/2016

Material Number	TIRE PATTERN	TIRE TYPE	BRAND	SIZE	PLY	LOAD INDEX	FET	11/1/2014 GOVERNMENT CATALOG PRICE	2015 STANDARD DISCOUNTS/ NET	STATE OF ARIZONA PRICES
103318	POTENZA S-04 PP	PASSENGER	BRIDGESTONE	285/30R20	XL	99Y	$0.00	$410.78	20%	$328.62
103165	POTENZA S-04 PP	PASSENGER	BRIDGESTONE	285/35R18	XL	101Y	$0.00	$386.74	20%	$309.40
121066	POTENZA S-04 PP	PASSENGER	BRIDGESTONE	285/35R19		99Y	$0.00	$385.54	20%	$308.43
139834	POTENZA S-04 PP	PASSENGER	BRIDGESTONE	295/30R19	XL	100Y	$0.00	$408.93	20%	$327.14
139851	POTENZA S-04 PP	PASSENGER	BRIDGESTONE	305/30R19	XL	102Y	$0.00	$433.50	20%	$346.80
000927	POTENZARE050ASC	PASSENGER	BRIDGESTONE	245/35ZR19		89Y)	$0.00	$379.65	20%	$303.72
000944	POTENZARE050ASC	PASSENGER	BRIDGESTONE	345/35ZR19		110Y	$0.00	$472.34	20%	$377.87
149940	PTNZ RE040 RFT	PASSENGER	BRIDGESTONE	245/40ZR18			$0.00	$447.17	20%	$357.74
093580	PTNZ RE040 RFT	PASSENGER	BRIDGESTONE	245/45R18		96W	$0.00	$402.70	20%	$322.16
093602	PTNZ RE040 RFT	PASSENGER	BRIDGESTONE	275/40R18		99W	$0.00	$441.96	20%	$353.57
119423	PTNZ RE050 RFT	PASSENGER	BRIDGESTONE	225/50R16		92V	$0.00	$270.64	20%	$216.51
024149	PTNZ RE050 RFT	PASSENGER	BRIDGESTONE	225/50R17		94W	$0.00	$303.14	20%	$242.51
117938	PTNZ RE050 RFT	PASSENGER	BRIDGESTONE	225/50R17		94W	$0.00	$303.14	20%	$242.51
024132	PTNZ RE050 RFT	PASSENGER	BRIDGESTONE	245/45R17		95W	$0.00	$325.48	20%	$260.38
024166	PTNZ RE050 RFT	PASSENGER	BRIDGESTONE	245/45R17		95W	$0.00	$325.48	20%	$260.38
024268	PTNZ RE050 RFT	PASSENGER	BRIDGESTONE	245/45R18	XL	100H	$0.00	$375.39	20%	$300.31
065153	PTNZ RE050 RFT	PASSENGER	BRIDGESTONE	245/45R18		96Y	$0.00	$388.50	20%	$310.80
063266	PTNZ RE050 RFT	PASSENGER	BRIDGESTONE	245/50R17		99W	$0.00	$334.21	20%	$267.37
065170	PTNZ RE050 RFT	PASSENGER	BRIDGESTONE	285/40R18		101Y	$0.00	$482.36	20%	$385.89
021982	PTNZ RE050A EC	PASSENGER	BRIDGESTONE	245/40R18	XL	97Y	$0.00	$356.28	20%	$285.03
021999	PTNZ RE050A EC	PASSENGER	BRIDGESTONE	265/35R18	XL	97Y	$0.00	$405.78	20%	$324.62
135635	PTNZ RE050A MXT	PASSENGER	BRIDGESTONE	235/45R17		94W	$0.00	$306.53	20%	$245.23
135652	PTNZ RE050A MXT	PASSENGER	BRIDGESTONE	255/40R17		94W	$0.00	$352.34	20%	$281.87
071800	PTNZ RE050A MXT	PASSENGER	BRIDGESTONE	255/40R18		95Y	$0.00	$417.85	20%	$334.28
071817	PTNZ RE050A MXT	PASSENGER	BRIDGESTONE	285/35R18		97Y	$0.00	$494.79	20%	$395.83
005237	PTNZ RE050A RFE	PASSENGER	BRIDGESTONE	225/45R17		91V	$0.00	$294.75	20%	$235.80
096535	PTNZ RE050A RFT	PASSENGER	BRIDGESTONE	205/40R18		82W	$0.00	$329.64	20%	$263.71
068621	PTNZ RE050A RFT	PASSENGER	BRIDGESTONE	205/45R17		84W	$0.00	$280.49	20%	$224.39
142537	PTNZ RE050A RFT	PASSENGER	BRIDGESTONE	205/45R17		84V	$0.00	$258.05	20%	$206.44
142554	PTNZ RE050A RFT	PASSENGER	BRIDGESTONE	205/45R17		84W	$0.00	$280.49	20%	$224.39
118414	PTNZ RE050A RFT	PASSENGER	BRIDGESTONE	215/40R18		85Y	$0.00	$339.85	20%	$271.88
094903	PTNZ RE050A RFT	PASSENGER	BRIDGESTONE	225/35R19	XL	88Y	$0.00	$411.76	20%	$329.41
001858	PTNZ RE050A RFT	PASSENGER	BRIDGESTONE	225/40R18	XL	92W	$0.00	$362.63	20%	$290.10
119431	PTNZ RE050A RFT	PASSENGER	BRIDGESTONE	225/40R18		88W	$0.00	$350.36	20%	$280.29
001579	PTNZ RE050A RFT	PASSENGER	BRIDGESTONE	225/40RF18		88W	$0.00	$350.36	20%	$280.29
119415	PTNZ RE050A RFT	PASSENGER	BRIDGESTONE	225/45R17		91W	$0.00	$294.75	20%	$235.80
118431	PTNZ RE050A RFT	PASSENGER	BRIDGESTONE	245/35R18		88Y	$0.00	$410.92	20%	$328.73
000537	PTNZ RE050A RFT	PASSENGER	BRIDGESTONE	245/35R20	XL	95Y	$0.00	$430.77	20%	$344.62
106684	PTNZ RE050A RFT	PASSENGER	BRIDGESTONE	245/35ZR20		91Y	$0.00	$416.20	20%	$332.96
034077	PTNZ RE050A RFT	PASSENGER	BRIDGESTONE	245/40R18		93W	$0.00	$410.85	20%	$328.68
065918	PTNZ RE050A RFT	PASSENGER	BRIDGESTONE	245/40R18		93Y	$0.00	$410.85	20%	$328.68
034128	PTNZ RE050A RFT	PASSENGER	BRIDGESTONE	245/40R19		94W	$0.00	$494.54	20%	$395.63
069420	PTNZ RE050A RFT	PASSENGER	BRIDGESTONE	245/40ZR19		94Y	$0.00	$494.54	20%	$395.63
144968	PTNZ RE050A RFT	PASSENGER	BRIDGESTONE	245/40ZR19		94Y	$0.00	$494.54	20%	$395.63
034094	PTNZ RE050A RFT	PASSENGER	BRIDGESTONE	245/45R18		96W	$0.00	$388.50	20%	$310.80
048867	PTNZ RE050A RFT	PASSENGER	BRIDGESTONE	245/45ZR18		96Y)	$0.00	$388.50	20%	$310.80
094920	PTNZ RE050A RFT	PASSENGER	BRIDGESTONE	255/30R19	XL	91Y	$0.00	$452.61	20%	$362.09
119458	PTNZ RE050A RFT	PASSENGER	BRIDGESTONE	255/35R18		90W	$0.00	$428.03	20%	$342.43
001580	PTNZ RE050A RFT	PASSENGER	BRIDGESTONE	255/35RF18		90W	$0.00	$428.03	20%	$342.43
000539	PTNZ RE050A RFT	PASSENGER	BRIDGESTONE	275/30R20	XL	97Y	$0.00	$508.79	20%	$407.03
065952	PTNZ RE050A RFT	PASSENGER	BRIDGESTONE	275/35R18		95Y	$0.00	$478.06	20%	$382.45
069352	PTNZ RE050A RFT	PASSENGER	BRIDGESTONE	275/35R18		95W	$0.00	$478.06	20%	$382.45
034145	PTNZ RE050A RFT	PASSENGER	BRIDGESTONE	275/35R19		96W	$0.00	$498.96	20%	$399.17
034111	PTNZ RE050A RFT	PASSENGER	BRIDGESTONE	275/40R18		99W	$0.00	$468.30	20%	$374.64
048884	PTNZ RE050A RFT	PASSENGER	BRIDGESTONE	285/40ZR19		103Y	$0.00	$532.35	20%	$425.88
144985	PTNZ RE050A RFT	PASSENGER	BRIDGESTONE	285/40ZR19		103Y	$0.00	$532.35	20%	$425.88
106701	PTNZ RE050A RFT	PASSENGER	BRIDGESTONE	305/35ZR20		104Y	$0.00	$511.91	20%	$409.53
142622	PTNZ RE050A1R	PASSENGER	BRIDGESTONE	205/50R17		89V	$0.00	$262.96	20%	$210.37
142639	PTNZ RE050A1R	PASSENGER	BRIDGESTONE	205/50R17		89W	$0.00	$276.78	20%	$221.43
141483	PTNZ RE050A1R	PASSENGER	BRIDGESTONE	225/40R18		88W	$0.00	$350.36	20%	$280.29
141517	PTNZ RE050A1R	PASSENGER	BRIDGESTONE	225/40R18		88Y	$0.00	$350.36	20%	$280.29
141449	PTNZ RE050A1R	PASSENGER	BRIDGESTONE	225/45R17		91W	$0.00	$294.75	20%	$235.80
141993	PTNZ RE050A1R	PASSENGER	BRIDGESTONE	225/45R17		91V	$0.00	$271.27	20%	$217.02
141500	PTNZ RE050A1R	PASSENGER	BRIDGESTONE	255/35R18		90W	$0.00	$428.03	20%	$342.43
141551	PTNZ RE050A1R	PASSENGER	BRIDGESTONE	255/35R18		90Y	$0.00	$428.03	20%	$342.43
141466	PTNZ RE050A1R	PASSENGER	BRIDGESTONE	255/40R17		94W	$0.00	$352.34	20%	$281.87
142010	PTNZ RE050A1R	PASSENGER	BRIDGESTONE	255/40R17		94V	$0.00	$324.14	20%	$259.32
126982	PTNZ RE070R RFT	PASSENGER	BRIDGESTONE	255/40ZRF20		97Y)	$0.00	$510.65	20%	$408.52
127016	PTNZ RE070R RFT	PASSENGER	BRIDGESTONE	285/35ZRF20		100Y	$0.00	$567.65	20%	$454.12
001310	PTNZ RE070RR2RF	PASSENGER	BRIDGESTONE	255/40ZRF20		97Y)	$0.00	$510.65	20%	$408.52
001327	PTNZ RE070RR2RF	PASSENGER	BRIDGESTONE	285/35ZRF20		100Y	$0.00	$567.65	20%	$454.12
000092	PTNZ RE-11A	PASSENGER	BRIDGESTONE	195/50R15		82V	$0.00	$145.66	20%	$116.53
000093	PTNZ RE-11A	PASSENGER	BRIDGESTONE	205/50R15		86V	$0.00	$132.84	20%	$106.28
000094	PTNZ RE-11A	PASSENGER	BRIDGESTONE	205/55R16		91V	$0.00	$163.13	20%	$130.51

BRIDGESTONE

2015 WSCA PRICING

4/1/2015 - 3/31/2016

Material Number	TIRE PATTERN	TIRE TYPE	BRAND	SIZE	PLY	LOAD INDEX	FET	11/1/2014 GOVERNMENT CATALOG PRICE	2015 STANDARD DISCOUNTS/ NET	STATE OF ARIZONA PRICES
000096	PTNZ RE-11A	PASSENGER	BRIDGESTONE	215/45R17		87W	$0.00	$164.30	20%	$131.45
000097	PTNZ RE-11A	PASSENGER	BRIDGESTONE	225/45R17		91W	$0.00	$191.10	20%	$152.89
000095	PTNZ RE-11A	PASSENGER	BRIDGESTONE	225/50R16		92V	$0.00	$159.63	20%	$127.71
000098	PTNZ RE-11A	PASSENGER	BRIDGESTONE	235/45R17		94W	$0.00	$186.43	20%	$149.15
000099	PTNZ RE-11A	PASSENGER	BRIDGESTONE	245/40R17		91W	$0.00	$203.92	20%	$163.14
000103	PTNZ RE-11A	PASSENGER	BRIDGESTONE	245/40R18		93W	$0.00	$254.03	20%	$203.23
000100	PTNZ RE-11A	PASSENGER	BRIDGESTONE	255/40R17		94W	$0.00	$214.40	20%	$171.53
139919	PTNZ RE760 SPT	PASSENGER	BRIDGESTONE	195/55R16		87W	$0.00	$136.48	20%	$109.19
108027	PTNZ RE760 SPT	PASSENGER	BRIDGESTONE	205/40R17	XL	84W	$0.00	$163.35	20%	$130.68
079178	PTNZ RE760 SPT	PASSENGER	BRIDGESTONE	205/45R16		83W	$0.00	$141.29	20%	$113.03
079195	PTNZ RE760 SPT	PASSENGER	BRIDGESTONE	205/45R17	XL	88W	$0.00	$143.91	20%	$115.13
079552	PTNZ RE760 SPT	PASSENGER	BRIDGESTONE	205/50R16		87W	$0.00	$135.10	20%	$108.08
108010	PTNZ RE760 SPT	PASSENGER	BRIDGESTONE	205/50R17	XL	93W	$0.00	$168.09	20%	$134.47
079161	PTNZ RE760 SPT	PASSENGER	BRIDGESTONE	205/55R16		91W	$0.00	$142.16	20%	$113.73
079212	PTNZ RE760 SPT	PASSENGER	BRIDGESTONE	215/45R17	XL	91W	$0.00	$169.13	20%	$135.30
109676	PTNZ RE760 SPT	PASSENGER	BRIDGESTONE	215/45R18	XL	93W	$0.00	$203.23	20%	$162.58
107993	PTNZ RE760 SPT	PASSENGER	BRIDGESTONE	215/50R17	XL	95W	$0.00	$176.93	20%	$141.55
139902	PTNZ RE760 SPT	PASSENGER	BRIDGESTONE	215/55R16	XL	97W	$0.00	$153.02	20%	$122.42
079263	PTNZ RE760 SPT	PASSENGER	BRIDGESTONE	225/40R18	XL	92W	$0.00	$192.91	20%	$154.33
079348	PTNZ RE760 SPT	PASSENGER	BRIDGESTONE	225/45R17	XL	94W	$0.00	$174.20	20%	$139.36
079127	PTNZ RE760 SPT	PASSENGER	BRIDGESTONE	225/45R18		91W	$0.00	$206.68	20%	$165.35
121457	PTNZ RE760 SPT	PASSENGER	BRIDGESTONE	225/45R19		92W	$0.00	$239.35	20%	$191.48
079586	PTNZ RE760 SPT	PASSENGER	BRIDGESTONE	225/50R16		92W	$0.00	$152.76	20%	$122.21
107976	PTNZ RE760 SPT	PASSENGER	BRIDGESTONE	225/50R17		94W	$0.00	$179.95	20%	$143.96
139868	PTNZ RE760 SPT	PASSENGER	BRIDGESTONE	225/50R18		95W	$0.00	$198.47	20%	$158.77
079518	PTNZ RE760 SPT	PASSENGER	BRIDGESTONE	225/55R16		95W	$0.00	$152.70	20%	$122.16
079314	PTNZ RE760 SPT	PASSENGER	BRIDGESTONE	235/35R19	XL	91W	$0.00	$261.19	20%	$208.95
079637	PTNZ RE760 SPT	PASSENGER	BRIDGESTONE	235/40R18	XL	95W	$0.00	$201.93	20%	$161.54
079535	PTNZ RE760 SPT	PASSENGER	BRIDGESTONE	235/45R17		94W	$0.00	$187.35	20%	$149.88
139885	PTNZ RE760 SPT	PASSENGER	BRIDGESTONE	235/45R18	XL	98W	$0.00	$213.33	20%	$170.66
086148	PTNZ RE760 SPT	PASSENGER	BRIDGESTONE	245/35R18		88W	$0.00	$231.24	20%	$184.99
079331	PTNZ RE760 SPT	PASSENGER	BRIDGESTONE	245/35R19	XL	93W	$0.00	$269.04	20%	$215.24
078345	PTNZ RE760 SPT	PASSENGER	BRIDGESTONE	245/35R20	XL	95W	$0.00	$280.97	20%	$224.78
079603	PTNZ RE760 SPT	PASSENGER	BRIDGESTONE	245/40R17		91W	$0.00	$196.98	20%	$157.59
079654	PTNZ RE760 SPT	PASSENGER	BRIDGESTONE	245/40R18	XL	97W	$0.00	$215.98	20%	$172.78
121474	PTNZ RE760 SPT	PASSENGER	BRIDGESTONE	245/40R19	XL	98W	$0.00	$276.28	20%	$221.02
079620	PTNZ RE760 SPT	PASSENGER	BRIDGESTONE	245/45R17		95W	$0.00	$191.09	20%	$152.87
079450	PTNZ RE760 SPT	PASSENGER	BRIDGESTONE	245/45R18	XL	100W	$0.00	$222.19	20%	$177.76
079688	PTNZ RE760 SPT	PASSENGER	BRIDGESTONE	255/35R18		90W	$0.00	$238.39	20%	$190.71
079569	PTNZ RE760 SPT	PASSENGER	BRIDGESTONE	255/40R17		94W	$0.00	$204.97	20%	$163.98
079671	PTNZ RE760 SPT	PASSENGER	BRIDGESTONE	255/40R18		95W	$0.00	$222.14	20%	$177.71
079246	PTNZ RE760 SPT	PASSENGER	BRIDGESTONE	255/45R18		99W	$0.00	$224.41	20%	$179.53
079280	PTNZ RE760 SPT	PASSENGER	BRIDGESTONE	265/35R18		93W	$0.00	$245.75	20%	$196.60
102332	PTNZ RE760 SPT	PASSENGER	BRIDGESTONE	265/40R17		96W	$0.00	$210.11	20%	$168.09
079433	PTNZ RE760 SPT	PASSENGER	BRIDGESTONE	275/30R19	XL	96W	$0.00	$306.02	20%	$244.82
078362	PTNZ RE760 SPT	PASSENGER	BRIDGESTONE	275/30R20	XL	97W	$0.00	$295.55	20%	$236.44
079297	PTNZ RE760 SPT	PASSENGER	BRIDGESTONE	275/35R18		95W	$0.00	$253.12	20%	$202.50
121423	PTNZ RE760 SPT	PASSENGER	BRIDGESTONE	275/35R19	XL	100W	$0.00	$288.18	20%	$230.55
079229	PTNZ RE760 SPT	PASSENGER	BRIDGESTONE	275/40R17		98W	$0.00	$215.26	20%	$172.20
121440	PTNZ RE760 SPT	PASSENGER	BRIDGESTONE	275/40R18		99W	$0.00	$261.36	20%	$209.09
079144	PTNZ RE760 SPT	PASSENGER	BRIDGESTONE	285/30R20	XL	99W	$0.00	$329.69	20%	$263.75
102349	PTNZ RE760 SPT	PASSENGER	BRIDGESTONE	295/35R18		99W	$0.00	$310.43	20%	$248.34
123565	PTNZ RE970AS PP	PASSENGER	BRIDGESTONE	205/55R16		91W	$0.00	$155.49	20%	$124.39
104644	PTNZ RE970AS PP	PASSENGER	BRIDGESTONE	215/45R17	XL	91W	$0.00	$195.60	20%	$156.48
139698	PTNZ RE970AS PP	PASSENGER	BRIDGESTONE	215/45R18	XL	93W	$0.00	$236.71	20%	$189.37
105154	PTNZ RE970AS PP	PASSENGER	BRIDGESTONE	215/50R17	XL	95W	$0.00	$211.12	20%	$168.90
105001	PTNZ RE970AS PP	PASSENGER	BRIDGESTONE	225/40R18	XL	92W	$0.00	$237.32	20%	$189.85
123463	PTNZ RE970AS PP	PASSENGER	BRIDGESTONE	225/40R19	XL	93W	$0.00	$303.25	20%	$242.60
105103	PTNZ RE970AS PP	PASSENGER	BRIDGESTONE	225/45R17	XL	94W	$0.00	$205.96	20%	$164.77
105035	PTNZ RE970AS PP	PASSENGER	BRIDGESTONE	225/45R18		91W	$0.00	$256.17	20%	$204.94
123582	PTNZ RE970AS PP	PASSENGER	BRIDGESTONE	225/50R16		92W	$0.00	$181.51	20%	$145.21
105137	PTNZ RE970AS PP	PASSENGER	BRIDGESTONE	225/50R17	XL	98W	$0.00	$219.92	20%	$175.94
123514	PTNZ RE970AS PP	PASSENGER	BRIDGESTONE	225/50R18		95W	$0.00	$219.51	20%	$175.61
104627	PTNZ RE970AS PP	PASSENGER	BRIDGESTONE	235/35R19	XL	91W	$0.00	$293.02	20%	$234.42
123395	PTNZ RE970AS PP	PASSENGER	BRIDGESTONE	235/40R18	XL	95W	$0.00	$249.18	20%	$199.34
105086	PTNZ RE970AS PP	PASSENGER	BRIDGESTONE	235/45R17	XL	97W	$0.00	$223.79	20%	$179.03
010864	PTNZ RE970AS PP	PASSENGER	BRIDGESTONE	235/45R18	XL	98W	$0.00	$255.71	20%	$204.57
105120	PTNZ RE970AS PP	PASSENGER	BRIDGESTONE	235/50R17		96W	$0.00	$229.08	20%	$183.26
010779	PTNZ RE970AS PP	PASSENGER	BRIDGESTONE	235/55R17		99W	$0.00	$217.63	20%	$174.10
104610	PTNZ RE970AS PP	PASSENGER	BRIDGESTONE	245/35R19	XL	93W	$0.00	$316.41	20%	$253.13
123361	PTNZ RE970AS PP	PASSENGER	BRIDGESTONE	245/40R17		91W	$0.00	$237.46	20%	$189.97
104984	PTNZ RE970AS PP	PASSENGER	BRIDGESTONE	245/40R18	XL	97W	$0.00	$282.37	20%	$225.90
148198	PTNZ RE970AS PP	PASSENGER	BRIDGESTONE	245/40R19	XL	98W	$0.00	$334.45	20%	$267.56
010915	PTNZ RE970AS PP	PASSENGER	BRIDGESTONE	245/40R20	XL	99W	$0.00	$351.17	20%	$280.94

BRIDGESTONE

2015 WSCA PRICING

4/1/2015 - 3/31/2016

Material Number	TIRE PATTERN	TIRE TYPE	BRAND	SIZE	PLY	LOAD INDEX	FET	11/1/2014 GOVERNMENT CATALOG PRICE	2015 STANDARD DISCOUNTS/ NET	STATE OF ARIZONA PRICES
105069	PTNZ RE970AS PP	PASSENGER	BRIDGESTONE	245/45R17	XL	99W	$0.00	$229.90	20%	$183.92
105018	PTNZ RE970AS PP	PASSENGER	BRIDGESTONE	245/45R18	XL	100W	$0.00	$266.36	20%	$213.09
123446	PTNZ RE970AS PP	PASSENGER	BRIDGESTONE	245/45R19		98W	$0.00	$306.45	20%	$245.16
123701	PTNZ RE970AS PP	PASSENGER	BRIDGESTONE	255/35R18	XL	94W	$0.00	$300.52	20%	$240.42
123718	PTNZ RE970AS PP	PASSENGER	BRIDGESTONE	255/35R19	XL	96W	$0.00	$325.68	20%	$260.54
010949	PTNZ RE970AS PP	PASSENGER	BRIDGESTONE	255/35R20	XL	97W	$0.00	$338.55	20%	$270.84
123548	PTNZ RE970AS PP	PASSENGER	BRIDGESTONE	255/40R18	XL	99W	$0.00	$288.33	20%	$230.67
123429	PTNZ RE970AS PP	PASSENGER	BRIDGESTONE	255/40R19	XL	100W	$0.00	$363.49	20%	$290.79
123531	PTNZ RE970AS PP	PASSENGER	BRIDGESTONE	255/45R18		99W	$0.00	$279.84	20%	$223.87
104695	PTNZ RE970AS PP	PASSENGER	BRIDGESTONE	265/35R18	XL	97W	$0.00	$303.47	20%	$242.77
123497	PTNZ RE970AS PP	PASSENGER	BRIDGESTONE	265/40R18	XL	101W	$0.00	$295.07	20%	$236.05
104678	PTNZ RE970AS PP	PASSENGER	BRIDGESTONE	275/35R18		95W	$0.00	$322.99	20%	$258.39
123684	PTNZ RE970AS PP	PASSENGER	BRIDGESTONE	275/35R19		96W	$0.00	$370.28	20%	$296.22
123599	PTNZ RE970AS PP	PASSENGER	BRIDGESTONE	275/35R20	XL	102W	$0.00	$367.35	20%	$293.88
123480	PTNZ RE970AS PP	PASSENGER	BRIDGESTONE	275/40R19		101W	$0.00	$371.19	20%	$296.95
104576	PTNZ RE970AS PP	PASSENGER	BRIDGESTONE	285/30R20	XL	99W	$0.00	$378.32	20%	$302.66
104508	PTNZ RE970AS PP	PASSENGER	BRIDGESTONE	295/30R19	XL	100W	$0.00	$402.19	20%	$321.75
010966	PTNZ RE97AS	PASSENGER	BRIDGESTONE	195/55R16		87V	$0.00	$132.48	20%	$105.98
011119	PTNZ RE97AS	PASSENGER	BRIDGESTONE	205/50R17	XL	93W	$0.00	$184.51	20%	$147.61
010983	PTNZ RE97AS	PASSENGER	BRIDGESTONE	205/55R16		91V	$0.00	$135.22	20%	$108.17
011000	PTNZ RE97AS	PASSENGER	BRIDGESTONE	205/60R16		92V	$0.00	$132.34	20%	$105.87
011136	PTNZ RE97AS	PASSENGER	BRIDGESTONE	215/45R17	XL	91W	$0.00	$177.78	20%	$142.22
011153	PTNZ RE97AS	PASSENGER	BRIDGESTONE	215/50R17	XL	95V	$0.00	$176.53	20%	$141.23
011017	PTNZ RE97AS	PASSENGER	BRIDGESTONE	215/55R16	XL	97V	$0.00	$141.79	20%	$113.43
011170	PTNZ RE97AS	PASSENGER	BRIDGESTONE	215/55R17		94V	$0.00	$180.31	20%	$144.25
011034	PTNZ RE97AS	PASSENGER	BRIDGESTONE	215/60R16		95V	$0.00	$141.74	20%	$113.39
011306	PTNZ RE97AS	PASSENGER	BRIDGESTONE	225/40R18	XL	92W	$0.00	$207.71	20%	$166.17
011187	PTNZ RE97AS	PASSENGER	BRIDGESTONE	225/45R17	XL	94W	$0.00	$184.89	20%	$147.91
011323	PTNZ RE97AS	PASSENGER	BRIDGESTONE	225/45R18	XL	95W	$0.00	$201.49	20%	$161.19
011204	PTNZ RE97AS	PASSENGER	BRIDGESTONE	225/50R17	XL	98W	$0.00	$191.63	20%	$153.31
013856	PTNZ RE97AS	PASSENGER	BRIDGESTONE	225/50R18		95H	$0.00	$184.64	20%	$147.71
011068	PTNZ RE97AS	PASSENGER	BRIDGESTONE	225/55R16		95V	$0.00	$149.26	20%	$119.40
011221	PTNZ RE97AS	PASSENGER	BRIDGESTONE	225/55R17		97W	$0.00	$187.50	20%	$150.00
011085	PTNZ RE97AS	PASSENGER	BRIDGESTONE	225/60R16		98V	$0.00	$145.90	20%	$116.72
011340	PTNZ RE97AS	PASSENGER	BRIDGESTONE	225/60R18		100V	$0.00	$193.24	20%	$154.59
011238	PTNZ RE97AS	PASSENGER	BRIDGESTONE	235/45R17	XL	97W	$0.00	$192.30	20%	$153.84
000894	PTNZ RE97AS	PASSENGER	BRIDGESTONE	235/45R18		94V	$0.00	$197.56	20%	$158.05
011272	PTNZ RE97AS	PASSENGER	BRIDGESTONE	245/40R17		91W	$0.00	$205.53	20%	$164.43
011357	PTNZ RE97AS	PASSENGER	BRIDGESTONE	245/40R18	XL	97W	$0.00	$229.00	20%	$183.20
011391	PTNZ RE97AS	PASSENGER	BRIDGESTONE	245/40R19	XL	98W	$0.00	$266.47	20%	$213.17
000425	PTNZ RE97AS	PASSENGER	BRIDGESTONE	245/40R20		95V	$0.00	$234.44	20%	$187.55
011299	PTNZ RE97AS	PASSENGER	BRIDGESTONE	245/45R17	XL	99W	$0.00	$197.64	20%	$158.11
011374	PTNZ RE97AS	PASSENGER	BRIDGESTONE	245/45R18	XL	100W	$0.00	$222.14	20%	$177.71
143608	PTNZ RE97AS	PASSENGER	BRIDGESTONE	P245/40R20		95V	$0.00	$234.44	NET	$90.66
073347	PTNZA RE92A RFT	PASSENGER	BRIDGESTONE	P265/50R20		106V	$0.00	$340.24	20%	$272.19
001477	PTNZA S007 RFT	PASSENGER	BRIDGESTONE	255/35ZR20		93Y	$0.00	$471.91	20%	$377.52
001478	PTNZA S007 RFT	PASSENGER	BRIDGESTONE	315/35ZR20		106Y	$0.00	$596.17	20%	$476.93
067346	PTNZRE050AIIRFT	PASSENGER	BRIDGESTONE	225/45R17		91V	$0.00	$271.27	20%	$217.02
068825	PTNZRE050AIIRFT	PASSENGER	BRIDGESTONE	255/40R17		94V	$0.00	$324.14	20%	$259.32
079008	PTNZRE050AIIRFT	PASSENGER	BRIDGESTONE	255/40R17		94W	$0.00	$352.34	20%	$281.87
104440	PTNZRE050APPRFT	PASSENGER	BRIDGESTONE	P275/35R18	LL	87Y	$0.00	$415.23	20%	$332.18
104423	PTNZRE050APPRFT	PASSENGER	BRIDGESTONE	P325/30R19	LL	94Y	$0.00	$514.59	20%	$411.67
145512	PTNZRE960ASPPRF	PASSENGER	BRIDGESTONE	195/55RF16		87W	$0.00	$166.24	20%	$132.99
145444	PTNZRE960ASPPRF	PASSENGER	BRIDGESTONE	205/45RF17		84W	$0.00	$210.87	20%	$168.70
145427	PTNZRE960ASPPRF	PASSENGER	BRIDGESTONE	205/55RF16		91H	$0.00	$173.17	20%	$138.53
145529	PTNZRE960ASPPRF	PASSENGER	BRIDGESTONE	225/40RF18		88W	$0.00	$274.58	20%	$219.66
121236	PTNZRE960ASPPRF	PASSENGER	BRIDGESTONE	225/45RF17		91W	$0.00	$241.39	20%	$193.11
010541	PTNZRE960ASPPRF	PASSENGER	BRIDGESTONE	225/55RF17		97W	$0.00	$226.92	20%	$181.54
145478	PTNZRE960ASPPRF	PASSENGER	BRIDGESTONE	245/40RF18		93W	$0.00	$330.25	20%	$264.20
010490	PTNZRE960ASPPRF	PASSENGER	BRIDGESTONE	245/45RF18		96W	$0.00	$284.84	20%	$227.87
010507	PTNZRE960ASPPRF	PASSENGER	BRIDGESTONE	245/45RF19		98W	$0.00	$299.83	20%	$239.86
010553	PTNZRE960ASPPRF	PASSENGER	BRIDGESTONE	245/50RF18		100W	$0.00	$274.54	20%	$219.63
145546	PTNZRE960ASPPRF	PASSENGER	BRIDGESTONE	255/35RF18		90W	$0.00	$358.65	20%	$286.92
145461	PTNZRE960ASPPRF	PASSENGER	BRIDGESTONE	255/40RF17		94W	$0.00	$286.70	20%	$229.36
010473	PTNZRE960ASPPRF	PASSENGER	BRIDGESTONE	275/35RF18		95W	$0.00	$359.88	20%	$287.90
010524	PTNZRE960ASPPRF	PASSENGER	BRIDGESTONE	275/40RF19		101W	$0.00	$359.30	20%	$287.44
145495	PTNZRE960ASPPRF	PASSENGER	BRIDGESTONE	285/35RF19		99W	$0.00	$458.76	20%	$367.01
010575	PTNZRE960ASPPRF	PASSENGER	BRIDGESTONE	P245/45ZRF17		89W	$0.00	$271.96	20%	$217.57
010592	PTNZRE960ASPPRF	PASSENGER	BRIDGESTONE	P275/40ZRF18		94W	$0.00	$342.19	20%	$273.75
001769	PTNZS001MOEXT	PASSENGER	BRIDGESTONE	245/45R19	XL	102Y	$0.00	$400.09	20%	$320.07
001768	PTNZS001MOEXT	PASSENGER	BRIDGESTONE	245/50R18		100W	$0.00	$349.31	20%	$279.45
001770	PTNZS001MOEXT	PASSENGER	BRIDGESTONE	275/40R19		101Y	$0.00	$456.01	20%	$364.81
146744	RE71 RFT	PASSENGER	BRIDGESTONE	235/45ZR17			$0.00	$318.29	20%	$254.63
146761	RE71 RFT	PASSENGER	BRIDGESTONE	255/40ZR17			$0.00	$344.26	20%	$275.41

BRIDGESTONE

2015 WSCA PRICING

4/1/2015 - 3/31/2016

Material Number	TIRE PATTERN	TIRE TYPE	BRAND	SIZE	PLY	LOAD INDEX	FET	11/1/2014 GOVERNMENT CATALOG PRICE	2015 STANDARD DISCOUNTS/ NET	STATE OF ARIZONA PRICES
000236	RE97AS RFT	PASSENGER	BRIDGESTONE	P225/55RF17		95V	$0.00	$217.05	20%	$173.64
013924	RE97AS RFT	PASSENGER	BRIDGESTONE	P245/45RF17		95V	$0.00	$228.80	20%	$183.04
125231	TRNZ EL400 RFT	PASSENGER	BRIDGESTONE	P225/60RF17		98T	$0.00	$196.94	NET	$122.18
116833	TRNZ EL42 RFT	PASSENGER	BRIDGESTONE	205/55R16		91H	$0.00	$234.38	20%	$187.51
096824	TRNZ EL42 RFT	PASSENGER	BRIDGESTONE	225/45R17		91H	$0.00	$288.28	20%	$230.62
000009	TRNZ EL42 RFT	PASSENGER	BRIDGESTONE	245/50R18		100V	$0.00	$389.32	20%	$311.46
108014	TRNZ EL42 RFT	PASSENGER	BRIDGESTONE	P225/55R17		95V	$0.00	$329.48	20%	$263.58
065289	TRNZ EL42 RFT	PASSENGER	BRIDGESTONE	P245/40RF18		93V	$0.00	$414.73	20%	$331.78
000623	TRNZ ER300 RFT	PASSENGER	BRIDGESTONE	245/40R19		100Y	$0.00	$422.93	20%	$338.35
001783	TRNZ ER300 RFT	PASSENGER	BRIDGESTONE	245/45R18		96Y	$0.00	$385.72	20%	$308.57
000631	TRNZ ER300 RFT	PASSENGER	BRIDGESTONE	275/35R19		98Y	$0.00	$499.53	20%	$399.62
001784	TRNZ ER300 RFT	PASSENGER	BRIDGESTONE	275/40R18		99Y	$0.00	$455.57	20%	$364.46
090381	TRNZ ER33 RFT	PASSENGER	BRIDGESTONE	245/40RF18		93Y	$0.00	$413.47	20%	$330.78
106616	TRNZ SRNTY PLUS	PASSENGER	BRIDGESTONE	195/60R15		88H	$0.00	$141.07	20%	$112.86
106650	TRNZ SRNTY PLUS	PASSENGER	BRIDGESTONE	195/65R15		91H	$0.00	$134.35	20%	$107.48
148045	TRNZ SRNTY PLUS	PASSENGER	BRIDGESTONE	205/50R17	XL	93V	$0.00	$206.90	20%	$165.53
105497	TRNZ SRNTY PLUS	PASSENGER	BRIDGESTONE	205/55R16		91H	$0.00	$160.35	20%	$128.29
147110	TRNZ SRNTY PLUS	PASSENGER	BRIDGESTONE	205/60R16		92V	$0.00	$163.46	20%	$130.77
106633	TRNZ SRNTY PLUS	PASSENGER	BRIDGESTONE	205/65R15		94H	$0.00	$139.32	20%	$111.46
146974	TRNZ SRNTY PLUS	PASSENGER	BRIDGESTONE	215/50R17	XL	95V	$0.00	$205.22	20%	$164.18
106480	TRNZ SRNTY PLUS	PASSENGER	BRIDGESTONE	215/55R16		93H	$0.00	$164.42	20%	$131.55
146906	TRNZ SRNTY PLUS	PASSENGER	BRIDGESTONE	215/55R17		94V	$0.00	$210.92	20%	$168.74
147127	TRNZ SRNTY PLUS	PASSENGER	BRIDGESTONE	215/60R16		95V	$0.00	$179.04	20%	$143.24
106293	TRNZ SRNTY PLUS	PASSENGER	BRIDGESTONE	225/45R17		91W	$0.00	$220.59	20%	$176.48
106310	TRNZ SRNTY PLUS	PASSENGER	BRIDGESTONE	225/50R17		94W	$0.00	$221.53	20%	$177.23
146855	TRNZ SRNTY PLUS	PASSENGER	BRIDGESTONE	225/55R16		95V	$0.00	$199.52	20%	$159.62
146940	TRNZ SRNTY PLUS	PASSENGER	BRIDGESTONE	225/55R17		97V	$0.00	$220.52	20%	$176.43
106531	TRNZ SRNTY PLUS	PASSENGER	BRIDGESTONE	225/60R16		98H	$0.00	$165.05	20%	$132.05
106106	TRNZ SRNTY PLUS	PASSENGER	BRIDGESTONE	235/40R18	XL	95W	$0.00	$325.11	20%	$260.10
106276	TRNZ SRNTY PLUS	PASSENGER	BRIDGESTONE	235/45R17		94W	$0.00	$229.41	20%	$183.54
146991	TRNZ SRNTY PLUS	PASSENGER	BRIDGESTONE	235/50R17		96V	$0.00	$224.96	20%	$179.97
106259	TRNZ SRNTY PLUS	PASSENGER	BRIDGESTONE	235/50R18		97W	$0.00	$283.27	20%	$226.62
147059	TRNZ SRNTY PLUS	PASSENGER	BRIDGESTONE	235/55R17		99V	$0.00	$218.43	20%	$174.75
010609	TRNZ SRNTY PLUS	PASSENGER	BRIDGESTONE	235/55R18		100V	$0.00	$240.26	20%	$192.22
106140	TRNZ SRNTY PLUS	PASSENGER	BRIDGESTONE	245/40R18		93W	$0.00	$326.71	20%	$261.38
148028	TRNZ SRNTY PLUS	PASSENGER	BRIDGESTONE	245/40R19		94W	$0.00	$382.28	20%	$305.84
106174	TRNZ SRNTY PLUS	PASSENGER	BRIDGESTONE	245/45R18		96W	$0.00	$310.23	20%	$248.20
106242	TRNZ SRNTY PLUS	PASSENGER	BRIDGESTONE	245/45R19		98W	$0.00	$363.16	20%	$290.54
147042	TRNZ SRNTY PLUS	PASSENGER	BRIDGESTONE	245/50R17		99V	$0.00	$236.20	20%	$188.97
147093	TRNZ SRNTY PLUS	PASSENGER	BRIDGESTONE	245/50R18		100V	$0.00	$285.29	20%	$228.24
106055	TRNZ SRNTY PLUS	PASSENGER	BRIDGESTONE	255/40R19	XL	100W	$0.00	$412.14	20%	$329.73
106225	TRNZ SRNTY PLUS	PASSENGER	BRIDGESTONE	255/45R18	XL	103W	$0.00	$351.93	20%	$281.56
106191	TRNZ SRNTY PLUS	PASSENGER	BRIDGESTONE	275/40R19	XL	105W	$0.00	$455.96	20%	$364.79
112294	TRNZA EL400-02	PASSENGER	BRIDGESTONE	195/60R16		89H	$0.00	$145.93	20%	$116.75
053916	TRNZA EL400-02	PASSENGER	BRIDGESTONE	205/55R16		91H	$0.00	$154.62	20%	$123.70
094512	TRNZA EL400-02	PASSENGER	BRIDGESTONE	215/45ZR17			$0.00	$252.98	20%	$202.38
132677	TRNZA EL400-02	PASSENGER	BRIDGESTONE	225/40R18		88W	$0.00	$282.91	20%	$226.33
024804	TRNZA EL400-02	PASSENGER	BRIDGESTONE	235/40R19	XL	96V	$0.00	$296.53	20%	$237.23
140021	TRNZA EL400-02	PASSENGER	BRIDGESTONE	235/45R18		94H	$0.00	$239.88	20%	$191.91
124823	TRNZA EL400-02	PASSENGER	BRIDGESTONE	235/60R17		102T	$0.00	$156.99	20%	$125.59
001453	TRNZA EL400-02	PASSENGER	BRIDGESTONE	255/35R18		90W	$0.00	$334.70	20%	$267.76
132694	TRNZA EL400-02	PASSENGER	BRIDGESTONE	255/40R18		95W	$0.00	$318.76	20%	$255.01
023478	TRNZA EL400-02	PASSENGER	BRIDGESTONE	P175/65R15		84H	$0.00	$119.57	20%	$95.66
023495	TRNZA EL400-02	PASSENGER	BRIDGESTONE	P195/50R16		83V	$0.00	$160.36	20%	$128.29
093458	TRNZA EL400-02	PASSENGER	BRIDGESTONE	P195/55R16		86V	$0.00	$152.73	20%	$122.18
005186	TRNZA EL400-02	PASSENGER	BRIDGESTONE	P205/55R16		89H	$0.00	$154.62	20%	$123.70
023342	TRNZA EL400-02	PASSENGER	BRIDGESTONE	P205/55R16		89H	$0.00	$154.62	20%	$123.70
053950	TRNZA EL400-02	PASSENGER	BRIDGESTONE	P205/55R16		89H	$0.00	$154.62	20%	$123.70
057911	TRNZA EL400-02	PASSENGER	BRIDGESTONE	P205/55R16		89H	$0.00	$154.62	20%	$123.70
112872	TRNZA EL400-02	PASSENGER	BRIDGESTONE	P205/55R16		89H	$0.00	$154.62	20%	$123.70
133255	TRNZA EL400-02	PASSENGER	BRIDGESTONE	P205/55R16		89H	$0.00	$154.62	20%	$123.70
090041	TRNZA EL400-02	PASSENGER	BRIDGESTONE	P205/60R15		90H	$0.00	$135.87	20%	$108.70
023512	TRNZA EL400-02	PASSENGER	BRIDGESTONE	P205/60R16		91V	$0.00	$155.88	20%	$124.71
096501	TRNZA EL400-02	PASSENGER	BRIDGESTONE	P205/60R16		91H	$0.00	$151.23	20%	$120.98
108571	TRNZA EL400-02	PASSENGER	BRIDGESTONE	P205/60R16		91V	$0.00	$155.88	20%	$124.71
000533	TRNZA EL400-02	PASSENGER	BRIDGESTONE	P215/45R17		87V	$0.00	$199.90	20%	$159.92
057928	TRNZA EL400-02	PASSENGER	BRIDGESTONE	P215/45R17		87W	$0.00	$252.98	20%	$202.38
140106	TRNZA EL400-02	PASSENGER	BRIDGESTONE	P215/45R17		87V	$0.00	$199.90	20%	$159.92
108605	TRNZA EL400-02	PASSENGER	BRIDGESTONE	P215/50R17		90V	$0.00	$209.12	20%	$167.30
023359	TRNZA EL400-02	PASSENGER	BRIDGESTONE	P215/55R17		93V	$0.00	$203.03	20%	$162.43
131674	TRNZA EL400-02	PASSENGER	BRIDGESTONE	P215/55R17		93V	$0.00	$203.03	20%	$162.43
054001	TRNZA EL400-02	PASSENGER	BRIDGESTONE	P215/60R16		94V	$0.00	$162.38	20%	$129.91
058098	TRNZA EL400-02	PASSENGER	BRIDGESTONE	P215/60R17		95T	$0.00	$142.40	20%	$113.92
131691	TRNZA EL400-02	PASSENGER	BRIDGESTONE	P225/45R18		91V	$0.00	$249.87	20%	$199.90

BRIDGESTONE

2015 WSCA PRICING

4/1/2015 - 3/31/2016

Material Number	TIRE PATTERN	TIRE TYPE	BRAND	SIZE	PLY	LOAD INDEX	FET	11/1/2014 GOVERNMENT CATALOG PRICE	2015 STANDARD DISCOUNTS/ NET	STATE OF ARIZONA PRICES
108622	TRNZA EL400-02	PASSENGER	BRIDGESTONE	P225/50R17		93V	$0.00	$217.84	20%	$174.27
005152	TRNZA EL400-02	PASSENGER	BRIDGESTONE	P225/65R16		99T	$0.00	$134.59	20%	$107.68
112702	TRNZA EL400-02	PASSENGER	BRIDGESTONE	P225/65R17		100T	$0.00	$147.43	20%	$117.95
090160	TRNZA EL400-02	PASSENGER	BRIDGESTONE	P245/50R17		98V	$0.00	$235.24	20%	$188.20
000460	TRNZA EL400-02E	PASSENGER	BRIDGESTONE	P205/55R16		89H	$0.00	$154.62	20%	$123.70
000477	TRNZA EL400-02E	PASSENGER	BRIDGESTONE	P205/60R15		90H	$0.00	$135.87	20%	$108.70
002738	TRNZAEL400-02MO	PASSENGER	BRIDGESTONE	245/45R17		95H	$0.00	$237.07	NET	$145.84
001729	TRNZAEL400-02MO	PASSENGER	BRIDGESTONE	245/50R18		100H	$0.00	$236.47	NET	$122.88
135601	TRNZEL400 02RFT	PASSENGER	BRIDGESTONE	205/50R17		89H	$0.00	$181.92	NET	$113.31
142520	TRNZEL400 02RFT	PASSENGER	BRIDGESTONE	225/40RF18		88V	$0.00	$309.91	NET	$181.94
017834	TRNZEL400 02RFT	PASSENGER	BRIDGESTONE	225/50R17		94V	$0.00	$204.64	NET	$113.12
142503	TRNZEL400 02RFT	PASSENGER	BRIDGESTONE	255/40RF18		95V	$0.00	$349.17	NET	$204.08
079059	TRNZEL400 02RFT	PASSENGER	BRIDGESTONE	P235/55RF18		99T	$0.00	$243.82	NET	$149.85
132830	TRNZER300-2RFT	PASSENGER	BRIDGESTONE	195/55R16		87H	$0.00	$171.46	20%	$137.17
132847	TRNZER300-2RFT	PASSENGER	BRIDGESTONE	195/55R16		87V	$0.00	$186.35	20%	$149.08
132626	TRNZER300ECOPIA	PASSENGER	BRIDGESTONE	235/55R17		99W	$0.00	$268.08	20%	$214.46
045042	TURANZA EL400	PASSENGER	BRIDGESTONE	P205/70R15		95T	$0.00	$118.35	20%	$94.68
045059	TURANZA EL400	PASSENGER	BRIDGESTONE	P215/70R15		97T	$0.00	$123.11	20%	$98.49
147169	TURANZA EL42	PASSENGER	BRIDGESTONE	P205/65R16		94T	$0.00	$126.72	20%	$101.37
093492	TURANZA EL42	PASSENGER	BRIDGESTONE	P235/50R18		97V	$0.00	$299.27	20%	$239.41
132762	TURANZA EL42	PASSENGER	BRIDGESTONE	P235/50R18		97V	$0.00	$299.27	20%	$239.41
090432	TURANZA EL42	PASSENGER	BRIDGESTONE	P235/60R18		102H	$0.00	$201.02	20%	$160.82
007906	TURANZA EL42	PASSENGER	BRIDGESTONE	P245/45R19		98V	$0.00	$345.77	20%	$276.62
112311	TURANZA EL42	PASSENGER	BRIDGESTONE	P245/45R19		98V	$0.00	$345.77	20%	$276.62
110186	TURANZA EL470	PASSENGER	BRIDGESTONE	185/55R16		83H	$0.00	$146.75	20%	$117.40
002092	TURANZA EL470	PASSENGER	BRIDGESTONE	P195/55R16		86V	$0.00	$166.43	20%	$133.15
097217	TURANZA ER30	PASSENGER	BRIDGESTONE	205/45R16		83W	$0.00	$258.80	20%	$207.04
023699	TURANZA ER30	PASSENGER	BRIDGESTONE	205/55R16		91V	$0.00	$191.10	20%	$152.88
064335	TURANZA ER30	PASSENGER	BRIDGESTONE	225/45ZR17		91W	$0.00	$309.02	20%	$247.22
118869	TURANZA ER30	PASSENGER	BRIDGESTONE	245/50R18		100W	$0.00	$324.89	20%	$259.91
031136	TURANZA ER30	PASSENGER	BRIDGESTONE	255/50R19		103W	$0.00	$383.40	20%	$306.72
091361	TURANZA ER30	PASSENGER	BRIDGESTONE	255/50R19		103V	$0.00	$360.38	20%	$288.30
031119	TURANZA ER30	PASSENGER	BRIDGESTONE	255/55R18		105W	$0.00	$270.84	20%	$216.67
149974	TURANZA ER30	PASSENGER	BRIDGESTONE	255/55R18	XL	109Y	$0.00	$349.60	20%	$279.68
065255	TURANZA ER30	PASSENGER	BRIDGESTONE	285/45R19		107W	$0.00	$424.38	20%	$339.51
081388	TURANZA ER30	PASSENGER	BRIDGESTONE	285/45R19		107V	$0.00	$424.38	20%	$339.51
033363	TURANZA ER30	PASSENGER	BRIDGESTONE	P215/60R16		94V	$0.00	$189.59	20%	$151.67
149660	TURANZA ER300	PASSENGER	BRIDGESTONE	195/55R16		87V	$0.00	$159.59	20%	$127.67
149677	TURANZA ER300	PASSENGER	BRIDGESTONE	195/55R16		87H	$0.00	$146.85	20%	$117.48
059047	TURANZA ER300	PASSENGER	BRIDGESTONE	215/60R17		96H	$0.00	$205.98	20%	$164.78
021846	TURANZA ER300	PASSENGER	BRIDGESTONE	225/45R17		91W	$0.00	$267.60	20%	$214.08
069369	TURANZA ER300	PASSENGER	BRIDGESTONE	235/55R17		99W	$0.00	$255.32	20%	$204.25
021829	TURANZA ER300	PASSENGER	BRIDGESTONE	245/45R18	XL	100Y	$0.00	$315.06	20%	$252.05
031153	TURANZA ER30MOE	PASSENGER	BRIDGESTONE	255/50R19		103W	$0.00	$376.92	20%	$301.53
108180	TURANZA ER33	PASSENGER	BRIDGESTONE	225/40R18		88T	$0.00	$312.86	20%	$250.29
001526	TURANZA ER33	PASSENGER	BRIDGESTONE	225/50R17		94V	$0.00	$273.07	20%	$218.46
025093	TURANZA ER33	PASSENGER	BRIDGESTONE	225/50R17		94W	$0.00	$284.45	20%	$227.56
025110	TURANZA ER33	PASSENGER	BRIDGESTONE	235/45R18		94Y	$0.00	$343.70	20%	$274.96
093509	TURANZA ER33	PASSENGER	BRIDGESTONE	235/50R18		97W	$0.00	$311.90	20%	$249.52
132779	TURANZA ER33	PASSENGER	BRIDGESTONE	235/50R18		97W	$0.00	$311.90	20%	$249.52
034060	TURANZA ER33	PASSENGER	BRIDGESTONE	245/45R18		96W	$0.00	$357.43	20%	$285.94
093526	TURANZA ER33	PASSENGER	BRIDGESTONE	245/45R19		98Y	$0.00	$375.70	20%	$300.56
143761	TURANZA ER33	PASSENGER	BRIDGESTONE	245/45R19	XL	102Y	$0.00	$388.86	20%	$311.08
001454	TURANZA ER33	PASSENGER	BRIDGESTONE	255/35R18		90Y	$0.00	$359.03	20%	$287.23
108163	TURANZA ER33	PASSENGER	BRIDGESTONE	255/40R18		95Y	$0.00	$341.94	20%	$273.55
000984	TURANZA ER33	PASSENGER	BRIDGESTONE	245/45R18		96W	$0.00	$357.43	20%	$285.94
003818	TURANZA ER33 RFT	PASSENGER	BRIDGESTONE	245/45RF19		98Y	$0.00	$412.43	20%	$329.95
000275	R268 ECOPIA	MEDIUM TRUCK	BRIDGESTONE	9R22.5	12	F	$9.83	$630.56	45%	$346.81
000276	R268 ECOPIA	MEDIUM TRUCK	BRIDGESTONE	10R22.5	12	F	$16.07	$692.16	45%	$380.69
000277	R268 ECOPIA	MEDIUM TRUCK	BRIDGESTONE	10R22.5	14	G	$20.60	$703.36	45%	$386.85
000278	R268 ECOPIA	MEDIUM TRUCK	BRIDGESTONE	12R22.5	16	H	$36.76	$909.27	45%	$500.10
000280	R268 ECOPIA	MEDIUM TRUCK	BRIDGESTONE	245/75R22.5	14	G	$11.06	$681.06	45%	$374.58
000281	R268 ECOPIA	MEDIUM TRUCK	BRIDGESTONE	265/75R22.5	14	G	$0.00	$753.49	45%	$414.42
000282	R268 ECOPIA	MEDIUM TRUCK	BRIDGESTONE	295/80R22.5	16	H	$40.92	$868.82	45%	$477.85
000323	R197 ECOPIA	MEDIUM TRUCK	BRIDGESTONE	255/70R22.5	16	H	$18.99	$618.68	45%	$340.27
000590	R283 ECOPIA	MEDIUM TRUCK	BRIDGESTONE	295/75R22.5	16	H	$34.59	$821.57	45%	$451.87
001307	R283 ECOPIA	MEDIUM TRUCK	BRIDGESTONE	285/75R24.5	16	H	$31.00	$876.14	45%	$481.88
001712	M724F	MEDIUM TRUCK	BRIDGESTONE	245/70R19.5	16	H	$13.61	$525.09	45%	$288.80
001714	M843	MEDIUM TRUCK	BRIDGESTONE	315/80R22.5	20	L	$52.83	$1,273.27	45%	$700.30
001741	M860A	MEDIUM TRUCK	BRIDGESTONE	425/65R22.5	20	L	$37.33	$1,378.72	45%	$758.30
002920	R268 ECOPIA	MEDIUM TRUCK	BRIDGESTONE	295/75R22.5	16	H	$34.59	$790.67	45%	$434.87
151009	FD663	MEDIUM TRUCK	FIRESTONE	12R22.5	16	H	$36.76	$752.75	44.5%	$417.77
152498	M729F	MEDIUM TRUCK	BRIDGESTONE	265/70R19.5	14	G	$18.99	$753.46	45%	$414.40
152994	M840	MEDIUM TRUCK	BRIDGESTONE	12.00R24	18	J	$55.47	$1,101.60	45%	$605.88

BRIDGESTONE

2015 WSCA PRICING

4/1/2015 - 3/31/2016

Material Number	TIRE PATTERN	TIRE TYPE	BRAND	SIZE	PLY	LOAD INDEX	FET	11/1/2014 GOVERNMENT CATALOG PRICE	2015 STANDARD DISCOUNTS/ NET	STATE OF ARIZONA PRICES
153028	R250F	MEDIUM TRUCK	BRIDGESTONE	225/70R19.5	12	F	$1.32	$524.37	45%	$288.40
156523	FS560 PLUS	MEDIUM TRUCK	FIRESTONE	12R22.5	16	H	$36.76	$640.78	44.5%	$355.63
156531	FS560 PLUS	MEDIUM TRUCK	FIRESTONE	11R22.5	14	G	$25.23	$545.42	44.5%	$302.71
156558	FS560 PLUS	MEDIUM TRUCK	FIRESTONE	11R22.5	16	H	$29.39	$560.93	44.5%	$311.32
156574	FS560 PLUS	MEDIUM TRUCK	FIRESTONE	11R24.5	14	G	$29.39	$581.60	44.5%	$322.79
156582	FS560 PLUS	MEDIUM TRUCK	FIRESTONE	11R24.5	16	H	$34.59	$598.19	44.5%	$332.00
156590	FS560 PLUS	MEDIUM TRUCK	FIRESTONE	285/75R24.5	14	G	$25.23	$581.60	44.5%	$322.79
156787	R192	MEDIUM TRUCK	BRIDGESTONE	12R22.5	16	H	$36.76	$1,371.93	45%	$754.56
157341	T819	MEDIUM TRUCK	FIRESTONE	12R22.5	16	H	$36.76	$707.86	44.5%	$392.86
157368	T819	MEDIUM TRUCK	FIRESTONE	12R24.5	16	H	$40.92	$737.39	44.5%	$409.26
157767	M775	MEDIUM TRUCK	BRIDGESTONE	11R24.5	16	H	$34.59	$988.07	45%	$543.44
158135	R227	MEDIUM TRUCK	BRIDGESTONE	285/70R19.5	16	H	$27.31	$782.88	45%	$430.58
158183	R184	MEDIUM TRUCK	BRIDGESTONE	245/70R17.5	18	J	$23.63	$642.12	45%	$353.17
158914	M729F	MEDIUM TRUCK	BRIDGESTONE	285/70R19.5	16	H	$27.31	$789.03	45%	$433.97
158948	R227	MEDIUM TRUCK	BRIDGESTONE	305/70R19.5	18	J	$32.51	$976.02	45%	$536.81
160427	M729	MEDIUM TRUCK	BRIDGESTONE	215/75R17.5	12	F	$2.36	$766.91	45%	$421.80
160716	FS560 PLUS	MEDIUM TRUCK	FIRESTONE	225/70R19.5	12	F	$1.32	$394.55	44.5%	$218.98
169964	FS560 PLUS	MEDIUM TRUCK	FIRESTONE	245/70R19.5	14	G	$9.83	$426.55	44.5%	$236.73
169981	FS560 PLUS	MEDIUM TRUCK	FIRESTONE	245/70R19.5	12	F	$5.48	$414.61	44.5%	$230.10
186114	M726EL	MEDIUM TRUCK	BRIDGESTONE	11R22.5	14	G	$25.23	$783.73	45%	$431.05
186131	M726EL	MEDIUM TRUCK	BRIDGESTONE	11R24.5	14	G	$29.39	$835.65	45%	$459.61
186148	M726EL	MEDIUM TRUCK	BRIDGESTONE	285/75R24.5	14	G	$25.23	$835.65	45%	$459.61
186165	M726EL	MEDIUM TRUCK	BRIDGESTONE	295/75R22.5	14	G	$25.23	$783.73	45%	$431.05
186318	L320	MEDIUM TRUCK	BRIDGESTONE	11R22.5	16	H	$29.39	$919.96	45%	$505.98
186335	L320	MEDIUM TRUCK	BRIDGESTONE	11R24.5	16	H	$34.59	$981.41	45%	$539.78
186675	FD690 PLUS	MEDIUM TRUCK	FIRESTONE	225/70R19.5	12	F	$1.32	$419.80	44.5%	$232.99
186692	FD690 PLUS	MEDIUM TRUCK	FIRESTONE	245/70R19.5	14	G	$9.83	$454.00	44.5%	$251.97
186777	M726EL	MEDIUM TRUCK	BRIDGESTONE	11R24.5	16	H	$34.59	$859.46	45%	$472.70
187610	M770	MEDIUM TRUCK	BRIDGESTONE	285/75R24.5	14	G	$25.23	$836.12	45%	$459.87
187644	M770	MEDIUM TRUCK	BRIDGESTONE	11R22.5	14	G	$25.23	$784.18	45%	$431.30
187695	M770	MEDIUM TRUCK	BRIDGESTONE	11R24.5	14	G	$29.39	$836.12	45%	$459.87
192982	FS560	MEDIUM TRUCK	FIRESTONE	255/70R22.5	16	H	$18.99	$518.34	44.5%	$287.68
192999	FS560 PLUS	MEDIUM TRUCK	FIRESTONE	275/70R22.5	16	H	$33.08	$567.14	44.5%	$314.77
193016	FS560 PLUS	MEDIUM TRUCK	FIRESTONE	9R22.5	12	F	$9.83	$459.73	44.5%	$255.15
193050	FS560	MEDIUM TRUCK	FIRESTONE	10R22.5	14	G	$20.51	$509.24	44.5%	$282.63
193373	L320	MEDIUM TRUCK	BRIDGESTONE	12.00R24	18	J	$55.47	$1,271.68	45%	$699.42
199867	R250F	MEDIUM TRUCK	BRIDGESTONE	215/75R17.5	14	G	$2.36	$491.60	45%	$270.38
199918	M726EL	MEDIUM TRUCK	BRIDGESTONE	10R22.5	14	G	$20.51	$728.87	45%	$400.88
199966	L315	MEDIUM TRUCK	BRIDGESTONE	445/65R22.5	20	L	$41.58	$1,389.50	45%	$764.23
202451	M840	MEDIUM TRUCK	BRIDGESTONE	275/70R22.5	18	J	$32.51	$760.03	45%	$418.02
202604	M775	MEDIUM TRUCK	BRIDGESTONE	11R22.5	16	H	$29.39	$926.19	45%	$509.40
202621	M775	MEDIUM TRUCK	BRIDGESTONE	12R22.5	16	H	$36.76	$1,065.11	45%	$585.81
206973	R250ED	MEDIUM TRUCK	BRIDGESTONE	11R22.5	16	H	$29.39	$843.21	45%	$463.77
206990	R250ED	MEDIUM TRUCK	BRIDGESTONE	11R24.5	16	H	$34.59	$885.48	45%	$487.02
208350	L320	MEDIUM TRUCK	BRIDGESTONE	11R22.5	14	G	$25.23	$892.36	45%	$490.80
208860	FS560 PLUS	MEDIUM TRUCK	FIRESTONE	215/75R17.5	16	H	$12.29	$379.93	44.5%	$210.86
208945	FD835	MEDIUM TRUCK	FIRESTONE	11R24.5	16	H	$34.59	$805.79	44.5%	$447.21
211019	L320	MEDIUM TRUCK	BRIDGESTONE	12R22.5	16	H	$36.76	$1,051.65	45%	$578.41
211104	M770	MEDIUM TRUCK	BRIDGESTONE	11R22.5	16	H	$29.39	$807.70	45%	$444.23
211205	FD663	MEDIUM TRUCK	FIRESTONE	11R22.5	16	H	$29.39	$658.29	44.5%	$365.35
211274	FS560	MEDIUM TRUCK	FIRESTONE	10R22.5	12	F	$16.07	$494.82	44.5%	$274.62
216568	R250ED	MEDIUM TRUCK	BRIDGESTONE	255/70R22.5	16	H	$18.99	$807.95	45%	$444.38
216585	R250ED	MEDIUM TRUCK	BRIDGESTONE	275/70R22.5	18	J	$33.08	$925.25	45%	$508.89
219696	FD600	MEDIUM TRUCK	FIRESTONE	315/80R22.5	18	J	$45.08	$1,296.32	44.5%	$719.46
224490	R192	MEDIUM TRUCK	BRIDGESTONE	275/70R22.5	18	J	$32.51	$994.56	45%	$547.01
224966	M749	MEDIUM TRUCK	BRIDGESTONE	295/60R22.5	18	J	$36.76	$987.38	45%	$543.06
225000	M853	MEDIUM TRUCK	BRIDGESTONE	11R22.5	16	H	$29.39	$859.57	45%	$472.77
225034	M853	MEDIUM TRUCK	BRIDGESTONE	11R24.5	16	H	$34.59	$919.74	45%	$505.86
225051	M853	MEDIUM TRUCK	BRIDGESTONE	12R22.5	16	H	$36.76	$988.51	45%	$543.68
225221	R244	MEDIUM TRUCK	BRIDGESTONE	425/65R22.5	20	L	$37.33	$1,337.83	45%	$735.81
225238	R244	MEDIUM TRUCK	BRIDGESTONE	385/65R22.5	20	L	$30.33	$1,195.65	45%	$657.60
226955	R250F	MEDIUM TRUCK	BRIDGESTONE	225/70R19.5	14	G	$4.44	$539.28	45%	$296.60
227023	M729F	MEDIUM TRUCK	BRIDGESTONE	225/70R19.5	14	G	$4.44	$595.27	45%	$327.40
227040	M729F	MEDIUM TRUCK	BRIDGESTONE	245/70R19.5	16	H	$13.61	$657.77	45%	$361.78
227057	FS560 PLUS	MEDIUM TRUCK	FIRESTONE	225/70R19.5	14	G	$4.44	$405.87	44.5%	$225.26
227074	FD690 PLUS	MEDIUM TRUCK	FIRESTONE	225/70R19.5	14	G	$4.44	$431.90	44.5%	$239.71
227261	R250F	MEDIUM TRUCK	BRIDGESTONE	245/70R19.5	14	G	$9.83	$564.79	45%	$310.64
227295	R250F	MEDIUM TRUCK	BRIDGESTONE	245/70R19.5	16	H	$13.61	$582.26	45%	$320.25
233313	M710 ECOPIA	MEDIUM TRUCK	BRIDGESTONE	285/75R24.5	14	G	$25.23	$884.24	45%	$486.33
233330	M710 ECOPIA	MEDIUM TRUCK	BRIDGESTONE	11R22.5	14	G	$25.23	$829.14	45%	$456.03
233347	M710 ECOPIA	MEDIUM TRUCK	BRIDGESTONE	11R24.5	14	G	$29.39	$884.24	45%	$486.33
233364	M770	MEDIUM TRUCK	BRIDGESTONE	295/75R22.5	14	G	$25.23	$784.18	45%	$431.30
233381	R283 ECOPIA	MEDIUM TRUCK	BRIDGESTONE	295/75R22.5	14	G	$25.23	$798.87	45%	$439.38
233398	R283 ECOPIA	MEDIUM TRUCK	BRIDGESTONE	285/75R24.5	14	G	$25.23	$851.85	45%	$468.52

BRIDGESTONE

2015 WSCA PRICING

4/1/2015 - 3/31/2016

Material Number	TIRE PATTERN	TIRE TYPE	BRAND	SIZE	PLY	LOAD INDEX	FET	11/1/2014 GOVERNMENT CATALOG PRICE	2015 STANDARD DISCOUNTS/ NET	STATE OF ARIZONA PRICES
233415	R283 ECOPIA	MEDIUM TRUCK	BRIDGESTONE	11R22.5	14	G	$25.23	$798.87	45%	$439.38
233432	R283 ECOPIA	MEDIUM TRUCK	BRIDGESTONE	11R24.5	14	G	$29.39	$851.85	45%	$468.52
233466	M710 ECOPIA	MEDIUM TRUCK	BRIDGESTONE	295/75R22.5	14	G	$25.23	$829.14	45%	$456.03
233517	GREATEC M835 EC	MEDIUM TRUCK	BRIDGESTONE	445/50R22.5	20	L	$31.66	$1,616.23	45%	$888.92
233585	M799	MEDIUM TRUCK	BRIDGESTONE	11R24.5	16	H	$34.59	$859.95	45%	$472.97
233602	M799	MEDIUM TRUCK	BRIDGESTONE	12R22.5	16	H	$36.76	$927.40	45%	$510.07
233670	M854	MEDIUM TRUCK	BRIDGESTONE	425/65R22.5	20	L	$37.33	$1,336.61	45%	$735.14
233687	R244	MEDIUM TRUCK	BRIDGESTONE	445/65R22.5	22	M	$43.94	$1,467.09	45%	$806.90
233738	FS591	MEDIUM TRUCK	FIRESTONE	295/75R22.5	14	G	$25.23	$619.26	44.5%	$343.69
233755	FS591	MEDIUM TRUCK	FIRESTONE	295/75R22.5	16	H	$34.59	$636.96	44.5%	$353.52
233840	FS820	MEDIUM TRUCK	FIRESTONE	11R24.5	16	H	$34.59	$674.53	44.5%	$374.36
233874	FS820	MEDIUM TRUCK	FIRESTONE	315/80R22.5	20	L	$52.83	$848.36	44.5%	$470.84
238498	FS591	MEDIUM TRUCK	FIRESTONE	285/75R24.5	14	G	$25.23	$660.60	44.5%	$366.63
238532	FS591	MEDIUM TRUCK	FIRESTONE	11R22.5	14	G	$25.23	$619.26	44.5%	$343.69
238549	FS591	MEDIUM TRUCK	FIRESTONE	11R22.5	16	H	$29.39	$636.96	44.5%	$353.52
238566	FS591	MEDIUM TRUCK	FIRESTONE	11R24.5	14	G	$29.39	$660.60	44.5%	$366.63
238583	FS591	MEDIUM TRUCK	FIRESTONE	11R24.5	16	H	$34.59	$679.56	44.5%	$377.16
238617	FT491	MEDIUM TRUCK	FIRESTONE	295/75R22.5	14	G	$25.23	$562.01	44.5%	$311.91
238634	FT491	MEDIUM TRUCK	FIRESTONE	285/75R24.5	14	G	$25.23	$599.35	44.5%	$332.64
238668	FT491	MEDIUM TRUCK	FIRESTONE	11R22.5	14	G	$25.23	$562.01	44.5%	$311.91
238685	FT491	MEDIUM TRUCK	FIRESTONE	11R24.5	14	G	$29.39	$599.35	44.5%	$332.64
238702	FT491	MEDIUM TRUCK	FIRESTONE	255/70R22.5	16	H	$18.99	$534.06	44.5%	$296.40
238804	R197 ECOPIA	MEDIUM TRUCK	BRIDGESTONE	295/75R22.5	14	G	$25.23	$725.52	45%	$399.04
238838	R197 ECOPIA	MEDIUM TRUCK	BRIDGESTONE	285/75R24.5	14	G	$25.23	$773.37	45%	$425.35
238855	R197 ECOPIA	MEDIUM TRUCK	BRIDGESTONE	11R22.5	14	G	$25.23	$725.52	45%	$399.04
238872	R197 ECOPIA	MEDIUM TRUCK	BRIDGESTONE	11R24.5	14	G	$29.39	$773.37	45%	$425.35
240623	FS400	MEDIUM TRUCK	FIRESTONE	315/80R22.5	20	L	$52.83	$972.09	44.5%	$539.51
241252	FS820	MEDIUM TRUCK	FIRESTONE	11R22.5	16	H	$29.39	$632.27	44.5%	$350.91
241354	L315	MEDIUM TRUCK	BRIDGESTONE	385/65R22.5	18	J	$27.74	$1,189.59	45%	$654.27
241371	L315	MEDIUM TRUCK	BRIDGESTONE	425/65R22.5	20	L	$37.33	$1,336.61	45%	$735.14
241422	GREATEC M845	MEDIUM TRUCK	BRIDGESTONE	455/55R22.5	22	M	$38.75	$1,782.73	45%	$980.50
241439	M854	MEDIUM TRUCK	BRIDGESTONE	385/65R22.5	18	J	$27.74	$1,177.28	45%	$647.50
241456	M854	MEDIUM TRUCK	BRIDGESTONE	445/65R22.5	22	M	$43.94	$1,504.49	45%	$827.47
241473	M860	MEDIUM TRUCK	BRIDGESTONE	425/65R22.5	20	L	$37.33	$1,376.48	45%	$757.06
241524	FD691	MEDIUM TRUCK	FIRESTONE	295/75R22.5	14	G	$25.23	$652.87	44.5%	$362.34
241541	FD691	MEDIUM TRUCK	FIRESTONE	285/75R24.5	14	G	$25.23	$696.54	44.5%	$386.58
241558	FD691	MEDIUM TRUCK	FIRESTONE	11R22.5	14	G	$25.23	$652.87	44.5%	$362.34
241575	FD691	MEDIUM TRUCK	FIRESTONE	11R24.5	14	G	$29.39	$696.54	44.5%	$386.58
241592	R268 ECOPIA	MEDIUM TRUCK	BRIDGESTONE	295/75R22.5	14	G	$25.23	$768.86	45%	$422.88
244261	R283 ECOPIA	MEDIUM TRUCK	BRIDGESTONE	11R22.5	16	H	$29.39	$821.57	45%	$451.87
244329	M860A	MEDIUM TRUCK	BRIDGESTONE	315/80R22.5	20	L	$61.43	$1,139.44	45%	$626.69
245434	M799	MEDIUM TRUCK	BRIDGESTONE	11R22.5	16	H	$29.39	$806.44	45%	$443.54
247899	M760 ECOPIA	MEDIUM TRUCK	BRIDGESTONE	295/75R22.5	14	G	$25.23	$845.72	45%	$465.15
247916	M760 ECOPIA	MEDIUM TRUCK	BRIDGESTONE	285/75R24.5	14	G	$25.23	$901.92	45%	$496.06
247933	M760 ECOPIA	MEDIUM TRUCK	BRIDGESTONE	11R22.5	14	G	$25.23	$845.72	45%	$465.15
247950	M760 ECOPIA	MEDIUM TRUCK	BRIDGESTONE	11R24.5	14	G	$29.39	$901.92	45%	$496.06
248273	FS561	MEDIUM TRUCK	FIRESTONE	295/75R22.5	14	G	$25.23	$589.12	44.5%	$326.96
248290	FS561	MEDIUM TRUCK	FIRESTONE	285/75R24.5	14	G	$0.00	$624.96	44.5%	$346.85
248307	FS561	MEDIUM TRUCK	FIRESTONE	11R22.5	14	G	$25.23	$557.56	44.5%	$309.45
248324	FS561	MEDIUM TRUCK	FIRESTONE	11R22.5	16	H	$29.39	$574.52	44.5%	$318.86
248353	FS561	MEDIUM TRUCK	FIRESTONE	11R24.5	14	G	$29.39	$624.96	44.5%	$346.85
248375	FS561	MEDIUM TRUCK	FIRESTONE	11R24.5	16	H	$34.59	$644.00	44.5%	$357.42
248494	FS561	MEDIUM TRUCK	FIRESTONE	12R22.5	16	H	$36.76	$715.83	44.5%	$397.29
248528	FS561	MEDIUM TRUCK	FIRESTONE	255/70R22.5	16	H	$0.00	$564.62	44.5%	$313.37
248579	FS561	MEDIUM TRUCK	FIRESTONE	10R22.5	12	F	$16.07	$537.02	44.5%	$298.04
248596	FS561	MEDIUM TRUCK	FIRESTONE	10R22.5	14	G	$20.51	$552.84	44.5%	$306.83
248749	R268 ECOPIA	MEDIUM TRUCK	BRIDGESTONE	285/75R24.5	14	G	$25.23	$819.74	45%	$450.86
248783	R268 ECOPIA	MEDIUM TRUCK	BRIDGESTONE	11R22.5	14	G	$25.23	$768.86	45%	$422.88
248817	R268 ECOPIA	MEDIUM TRUCK	BRIDGESTONE	11R22.5	16	H	$29.39	$790.67	45%	$434.87
248834	R268 ECOPIA	MEDIUM TRUCK	BRIDGESTONE	11R24.5	14	G	$29.39	$819.74	45%	$450.86
248868	R268 ECOPIA	MEDIUM TRUCK	BRIDGESTONE	11R24.5	16	H	$34.59	$843.07	45%	$463.69
250092	GREATEC R135 EC	MEDIUM TRUCK	BRIDGESTONE	445/50R22.5	20	L	$31.66	$1,404.32	45%	$772.38
250245	R192	MEDIUM TRUCK	BRIDGESTONE	305/70R22.5	20	L	$40.92	$1,069.09	45%	$588.00
250398	R283 ECOPIA	MEDIUM TRUCK	BRIDGESTONE	11R24.5	16	H	$34.59	$876.14	45%	$481.88
262986	L317	MEDIUM TRUCK	BRIDGESTONE	12.00R24	18	J	$0.00	$1,148.07	45%	$631.44
264696	R184	MEDIUM TRUCK	BRIDGESTONE	215/75R17.5	16	H	$12.29	$607.51	45%	$334.13
272876	M724F	MEDIUM TRUCK	BRIDGESTONE	225/70R19.5	12	F	$1.32	$495.37	45%	$272.45
272914	R180	MEDIUM TRUCK	BRIDGESTONE	9R17.5	14	G	$5.48	$484.52	45%	$266.49
281034	FD663	MEDIUM TRUCK	FIRESTONE	10R22.5	12	F	$16.07	$580.09	44.5%	$321.95
281042	FD663	MEDIUM TRUCK	FIRESTONE	11R22.5	14	G	$25.23	$617.09	44.5%	$342.46
281050	FD663	MEDIUM TRUCK	FIRESTONE	295/75R22.5	14	G	$25.23	$639.95	44.5%	$355.17
281069	FD663	MEDIUM TRUCK	FIRESTONE	11R24.5	14	G	$29.39	$682.74	44.5%	$378.92
281077	FD663	MEDIUM TRUCK	FIRESTONE	285/75R24.5	14	G	$25.23	$682.74	44.5%	$378.92
281557	T831	MEDIUM TRUCK	FIRESTONE	11R22.5	16	H	$29.39	$749.83	44.5%	$416.15

BRIDGESTONE

2015 WSCA PRICING

4/1/2015 - 3/31/2016

Material Number	TIRE PATTERN	TIRE TYPE	BRAND	SIZE	PLY	LOAD INDEX	FET	11/1/2014 GOVERNMENT CATALOG PRICE	2015 STANDARD DISCOUNTS/ NET	STATE OF ARIZONA PRICES
281565	T831	MEDIUM TRUCK	FIRESTONE	11R24.5	16	H	$34.59	$800.32	44.5%	$444.18
281581	T831	MEDIUM TRUCK	FIRESTONE	12R22.5	16	H	$36.76	$858.02	44.5%	$476.20
287849	M843	MEDIUM TRUCK	BRIDGESTONE	11R22.5	14	G	$25.23	$938.48	45%	$516.16
287857	M843	MEDIUM TRUCK	BRIDGESTONE	11R22.5	16	H	$29.39	$966.63	45%	$531.64
287873	M843	MEDIUM TRUCK	BRIDGESTONE	11R24.5	16	H	$34.59	$1,034.30	45%	$568.87
287881	M843	MEDIUM TRUCK	BRIDGESTONE	12R22.5	16	H	$36.76	$1,111.63	45%	$611.39
287903	M843	MEDIUM TRUCK	BRIDGESTONE	12R24.5	16	H	$40.92	$1,150.03	45%	$632.51
287954	M844F	MEDIUM TRUCK	BRIDGESTONE	445/65R22.5	20	L	$41.58	$1,399.17	45%	$769.54
289779	M857	MEDIUM TRUCK	BRIDGESTONE	11.00R24	16	H	$45.08	$1,058.88	45%	$582.38
290920	R196	MEDIUM TRUCK	BRIDGESTONE	11R22.5	14	G	$25.23	$801.17	45%	$440.64
290939	R196	MEDIUM TRUCK	BRIDGESTONE	11R24.5	14	G	$29.39	$874.21	45%	$480.81
292834	R250F	MEDIUM TRUCK	BRIDGESTONE	295/80R22.5	16	H	$40.92	$951.03	45%	$523.06
292850	R250F	MEDIUM TRUCK	BRIDGESTONE	12R22.5	16	H	$36.76	$846.97	45%	$465.83
292869	R250F	MEDIUM TRUCK	BRIDGESTONE	245/75R22.5	14	G	$11.06	$633.39	45%	$348.36
292877	R250F	MEDIUM TRUCK	BRIDGESTONE	265/75R22.5	14	G	$16.07	$836.35	45%	$459.99
293733	FD663	MEDIUM TRUCK	FIRESTONE	11R24.5	16	H	$34.59	$702.37	44.5%	$389.81
294586	T839 RADIAL	MEDIUM TRUCK	FIRESTONE	385/65R22.5	18	J	$27.74	$849.63	44.5%	$471.55
294594	T839 RADIAL	MEDIUM TRUCK	FIRESTONE	425/65R22.5	20	L	$37.33	$964.87	44.5%	$535.51
294608	T839 RADIAL	MEDIUM TRUCK	FIRESTONE	445/65R22.5	20	L	$41.58	$1,055.48	44.5%	$585.80
295876	M857	MEDIUM TRUCK	BRIDGESTONE	255/70R22.5	16	H	$18.99	$654.52	45%	$359.98
296325	R196	MEDIUM TRUCK	BRIDGESTONE	295/75R22.5	14	G	$25.23	$801.17	45%	$440.64
296333	R196	MEDIUM TRUCK	BRIDGESTONE	285/75R24.5	14	G	$25.23	$874.21	45%	$480.81
297518	R250F	MEDIUM TRUCK	BRIDGESTONE	255/70R19.5	14	G	$17.48	$732.55	45%	$402.91
297585	M726	MEDIUM TRUCK	BRIDGESTONE	255/70R22.5	16	H	$18.99	$761.03	45%	$418.57
299839	M729F	MEDIUM TRUCK	BRIDGESTONE	225/70R19.5	12	F	$1.32	$573.40	45%	$315.37
299898	R250F	MEDIUM TRUCK	BRIDGESTONE	245/70R19.5	12	F	$5.48	$547.85	45%	$301.32
155566	FS560 PLUS	MEDIUM TRUCK	FIRESTONE	295/75R22.5	14	G	$25.23	$545.42	44.5%	$302.71
248545	FS561	MEDIUM TRUCK	FIRESTONE	275/70R22.5	18	J	$32.51	$591.99	44.5%	$328.55
248562	FS561	MEDIUM TRUCK	FIRESTONE	9R22.5	12	F	$9.83	$498.52	44.5%	$276.68
199884	M726EL	MEDIUM TRUCK	BRIDGESTONE	9R22.5	12	F	$9.83	$674.01	45%	$370.71
227006	M895	MEDIUM TRUCK	BRIDGESTONE	245/70R19.5	14	G	$9.83	$715.77	45%	$393.67
158880	R260F	MEDIUM TRUCK	BRIDGESTONE	11R24.5	14	G	$29.39	$762.36	45%	$419.30
158812	R260F	MEDIUM TRUCK	BRIDGESTONE	285/75R24.5	14	G	$25.23	$765.10	45%	$420.80
158829	R260F	MEDIUM TRUCK	BRIDGESTONE	295/75R22.5	14	G	$25.23	$715.04	45%	$393.27
252727	XR4	MEDIUM TRUCK	FIRESTONE	10R17.5HC	14	G	$12.29	$524.40	44.5%	$291.04
000990	ALL TRC UTI	OFF THE ROAD	FIRESTONE	35/65-33	42		$0.00	$12,681.00	35%	$8,242.65
342548	ALL TRC UTIL	OFF THE ROAD	FIRESTONE	10.0/10.5-20	10		$0.00	$625.00	35%	$406.25
351741	ALL TRC UTIL	OFF THE ROAD	FIRESTONE	10.5/80-18	10		$0.00	$329.00	35%	$213.85
358398	ALL TRC UTIL	OFF THE ROAD	FIRESTONE	12.5-20	10		$0.00	$803.00	35%	$521.95
306371	ALL TRC UTIL	OFF THE ROAD	FIRESTONE	14.9-28	8		$0.00	$676.00	35%	$439.40
363090	ALL TRC UTIL	OFF THE ROAD	FIRESTONE	16.9-24	12		$0.00	$788.00	35%	$512.20
379307	ALL TRC UTIL	OFF THE ROAD	FIRESTONE	16.9-28	12		$0.00	$890.00	35%	$578.50
325880	ALL TRC UTIL	OFF THE ROAD	FIRESTONE	17.5L-24	10		$0.00	$767.00	35%	$498.55
316083	ALL TRC UTIL	OFF THE ROAD	FIRESTONE	18.4-24	8		$0.00	$983.00	35%	$638.95
355224	ALL TRC UTIL	OFF THE ROAD	FIRESTONE	18.4-24	12		$0.00	$1,262.00	35%	$820.30
355410	ALL TRC UTIL	OFF THE ROAD	FIRESTONE	18.4-28	12		$0.00	$1,031.00	35%	$670.15
359343	ALL TRC UTIL	OFF THE ROAD	FIRESTONE	19.5L-24	10		$0.00	$855.00	35%	$555.75
380259	ALL TRC UTIL	OFF THE ROAD	FIRESTONE	19.5L-24	12		$0.00	$941.00	35%	$611.65
321370	ALL TRC UTIL	OFF THE ROAD	FIRESTONE	21L-24	12		$0.00	$1,199.00	35%	$779.35
327727	ALL TRC UTIL	OFF THE ROAD	FIRESTONE	21L-24	16		$0.00	$1,407.00	35%	$914.55
372762	ALL TRC UTIL	OFF THE ROAD	FIRESTONE	21L-24	18		$0.00	$1,560.00	35%	$1,014.00
356093	ALL TRC UTIL	OFF THE ROAD	FIRESTONE	21L-28	14		$0.00	$1,469.00	35%	$954.85
000900	ALL TRC UTIL	OFF THE ROAD	FIRESTONE	16.9-28	8		$0.00	$801.00	35%	$520.65
362123	DURAFORCE	OFF THE ROAD	FIRESTONE	265/70D16.5	8		$0.00	$224.00	35%	$145.60
362131	DURAFORCE	OFF THE ROAD	FIRESTONE	305/70D16.5	10		$0.00	$283.00	35%	$183.95
362158	DURAFORCE	OFF THE ROAD	FIRESTONE	355/70D17.5	10		$0.00	$466.00	35%	$302.90
360449	DURAFORCE DT	OFF THE ROAD	FIRESTONE	215/70D15NHS	8		$0.00	$221.00	35%	$143.65
360457	DURAFORCE DT	OFF THE ROAD	FIRESTONE	260/65D15NHS	8		$0.00	$250.00	35%	$162.50
360473	DURAFORCE DT	OFF THE ROAD	FIRESTONE	265/70D16.5NHS	8		$0.00	$266.00	35%	$172.90
373170	DURAFORCE DT	OFF THE ROAD	FIRESTONE	305/70D16.5	12		$0.00	$436.00	35%	$283.40
360414	DURAFORCE DT	OFF THE ROAD	FIRESTONE	305/70D16.5NHS	10		$0.00	$369.00	35%	$239.85
360481	DURAFORCE DT	OFF THE ROAD	FIRESTONE	330/55D16.5NHS	10		$0.00	$378.00	35%	$245.70
360465	DURAFORCE DT	OFF THE ROAD	FIRESTONE	390/60D15NHS	8		$0.00	$487.00	35%	$316.55
429770	DURAFORCE MH	OFF THE ROAD	FIRESTONE	370/75-28	14		$0.00	$1,497.00	35%	$973.05
431453	DURAFORCE MH	OFF THE ROAD	FIRESTONE	400/75-28	16		$0.00	$1,593.00	35%	$1,035.45
361674	DURAFORCE ND	OFF THE ROAD	FIRESTONE	355/70D17.5NHS	14		$0.00	$673.00	35%	$437.45
361690	DURAFORCE ND	OFF THE ROAD	FIRESTONE	385/65D19.5	16		$0.00	$999.00	35%	$649.35
361712	DURAFORCE ND	OFF THE ROAD	FIRESTONE	445/65D19.5NHS	16		$0.00	$1,260.00	35%	$819.00
365707	DURAFORCE SDT	OFF THE ROAD	FIRESTONE	265/70D16.5NHS	10		$0.00	$408.00	35%	$265.20
365724	DURAFORCE SDT	OFF THE ROAD	FIRESTONE	305/70D16.5NHS	12		$0.00	$472.00	35%	$306.80
365741	DURAFORCE SDT	OFF THE ROAD	FIRESTONE	355/70D17.5NHS	14		$0.00	$599.00	35%	$389.35
431691	DURALOAD DT	OFF THE ROAD	FIRESTONE	45/65-45	58		$0.00	$23,418.00	35%	$15,221.70
431708	DURALOAD DT	OFF THE ROAD	FIRESTONE	45/65-45	58		$0.00	$25,291.00	35%	$16,439.15
000989	DURALOAD DT	OFF THE ROAD	FIRESTONE	35/65-33	42		$0.00	$12,681.00	35%	$8,242.65

BRIDGESTONE

2015 WSCA PRICING

4/1/2015 - 3/31/2016

Material Number	TIRE PATTERN	TIRE TYPE	BRAND	SIZE	PLY	LOAD INDEX	FET	11/1/2014 GOVERNMENT CATALOG PRICE	2015 STANDARD DISCOUNTS/ NET	STATE OF ARIZONA PRICES
000992	DURALOAD PT	OFF THE ROAD	FIRESTONE	35/65-33	42		$0.00	$18,564.00	35%	$12,066.60
000468	DURALOAD PT	OFF THE ROAD	FIRESTONE	45/65-45	58		$0.00	$27,221.00	35%	$17,693.65
000469	DURALOAD PT	OFF THE ROAD	FIRESTONE	45/65-45	58		$0.00	$28,466.00	35%	$18,502.90
431657	DURALOAD SDT	OFF THE ROAD	FIRESTONE	35/65-33	42		$0.00	$13,884.00	35%	$9,024.60
431606	DURALOAD SDT	OFF THE ROAD	FIRESTONE	45/65-45	58		$0.00	$27,244.00	35%	$17,708.60
431674	DURALOAD SDT	OFF THE ROAD	FIRESTONE	45/65-45	58		$0.00	$25,970.00	35%	$16,880.50
000991	DURALOAD SDT	OFF THE ROAD	FIRESTONE	35/65-33	42		$0.00	$13,884.00	35%	$9,024.60
431232	DURAWASTE	OFF THE ROAD	FIRESTONE	29.5-25	28		$0.00	$11,770.00	35%	$7,650.50
254762	E67 E3	OFF THE ROAD	FIRESTONE	37.25-35	36		$0.00	$12,747.00	35%	$8,285.55
416991	HT L5/L5S	OFF THE ROAD	FIRESTONE	29.5-25	28		$0.00	$7,829.00	35%	$5,088.85
280087	HT L5/L5S	OFF THE ROAD	FIRESTONE	65/35-33	30		$0.00	$13,095.00	35%	$8,511.75
430246	HT L5/L5S	OFF THE ROAD	FIRESTONE	65/35-33	42		$0.00	$14,366.00	35%	$9,337.90
280255	HT L5/L5S	OFF THE ROAD	FIRESTONE	65/45-45	50		$0.00	$26,385.00	35%	$17,150.25
378355	INDUSTRIAL FRNT	OFF THE ROAD	FIRESTONE	11L-16	12		$0.00	$181.00	35%	$117.65
378372	INDUSTRIAL FRNT	OFF THE ROAD	FIRESTONE	11L-16	10		$0.00	$158.00	35%	$102.70
314625	INDUSTRIAL SPC	OFF THE ROAD	FIRESTONE	11L-16	10		$0.00	$211.00	35%	$137.15
326089	INDUSTRIAL SPC	OFF THE ROAD	FIRESTONE	11L-16	12		$0.00	$242.00	35%	$157.30
321567	INDUSTRIAL SPC	OFF THE ROAD	FIRESTONE	14.5/75-16.1	10		$0.00	$530.00	35%	$344.50
278572	PT IDU	OFF THE ROAD	FIRESTONE	21.00-25	32		$0.00	$6,377.00	35%	$4,145.05
278556	PT L3S	OFF THE ROAD	FIRESTONE	37.5-39	44		$0.00	$17,534.00	35%	$11,397.10
416819	PT L5S UMS	OFF THE ROAD	FIRESTONE	18.00-25	32		$0.00	$7,095.00	35%	$4,611.75
416983	PT L5S UMS	OFF THE ROAD	FIRESTONE	21.00-25	32		$0.00	$7,019.00	35%	$4,562.35
416568	PT L5S UMS	OFF THE ROAD	FIRESTONE	26.5-25	32		$0.00	$8,303.00	35%	$5,396.95
430484	PT L5S UMS	OFF THE ROAD	FIRESTONE	29.5-25	34		$0.00	$9,249.00	35%	$6,011.85
423122	PT LD IDU	OFF THE ROAD	FIRESTONE	18.00-25	40		$0.00	$5,063.00	35%	$3,290.95
427067	PT LD IDU	OFF THE ROAD	FIRESTONE	18.00-25	40		$0.00	$5,063.00	35%	$3,290.95
431487	PT LD IDU S	OFF THE ROAD	FIRESTONE	18.00-25	40		$0.00	$6,453.00	35%	$4,194.45
431266	PT LD IDUCRC	OFF THE ROAD	FIRESTONE	18.00-25	40		$0.00	$5,063.00	35%	$3,290.95
415936	PT LD UMSCRC	OFF THE ROAD	FIRESTONE	17.5-25	20		$0.00	$3,098.00	35%	$2,013.70
431776	PT LD UMSCRC	OFF THE ROAD	FIRESTONE	29.5-29	34		$0.00	$11,533.00	35%	$7,496.45
417068	PTLD	OFF THE ROAD	FIRESTONE	23.5-25	24		$0.00	$5,619.00	35%	$3,652.35
417335	PTLD	OFF THE ROAD	FIRESTONE	26.5-25	26		$0.00	$7,067.00	35%	$4,593.55
417408	PTLD	OFF THE ROAD	FIRESTONE	29.5-25	34		$0.00	$8,655.00	35%	$5,625.75
423173	PTLD	OFF THE ROAD	FIRESTONE	45/65-39	46		$0.00	$24,397.00	35%	$15,858.05
417602	PTLD	OFF THE ROAD	FIRESTONE	65/35-33	36		$0.00	$13,447.00	35%	$8,740.55
427917	PTLD	OFF THE ROAD	FIRESTONE	65/35-33	42		$0.00	$14,617.00	35%	$9,501.05
280287	PTLD IDU	OFF THE ROAD	FIRESTONE	33.25-35	44		$0.00	$12,679.00	35%	$8,241.35
351989	RAD AT UT	OFF THE ROAD	FIRESTONE	17.5LR24	2*		$0.00	$1,000.00	35%	$650.00
380497	RAD DURFRCE RT	OFF THE ROAD	FIRESTONE	320/80R18			$0.00	$617.00	35%	$401.05
375975	RAD DURFRCE RT	OFF THE ROAD	FIRESTONE	340/80R18			$0.00	$647.00	35%	$420.55
371657	RAD DURFRCE RT	OFF THE ROAD	FIRESTONE	500/70R24			$0.00	$1,098.00	35%	$713.70
376842	RAD DURFRCE RT	OFF THE ROAD	FIRESTONE	500/70R24			$0.00	$1,191.00	35%	$774.15
414743	RM DT CRC	OFF THE ROAD	FIRESTONE	27.00-49	48		$0.00	$14,403.00	35%	$9,361.95
415456	RMDT	OFF THE ROAD	FIRESTONE	27.00-49	48		$0.00	$14,403.00	35%	$9,361.95
416908	SAND CHAMP E7	OFF THE ROAD	FIRESTONE	29.5-25	28		$0.00	$4,986.00	35%	$3,240.90
403903	SDT L5	OFF THE ROAD	FIRESTONE	20.5-25	16		$0.00	$2,867.00	35%	$1,863.55
417610	SDT L5	OFF THE ROAD	FIRESTONE	20.5-25	20		$0.00	$3,171.00	35%	$2,061.15
403911	SDT L5	OFF THE ROAD	FIRESTONE	23.5-25	16		$0.00	$3,556.00	35%	$2,311.40
403970	SDT L5	OFF THE ROAD	FIRESTONE	23.5-25	20		$0.00	$4,034.00	35%	$2,622.10
403989	SDT L5	OFF THE ROAD	FIRESTONE	26.5-25	20		$0.00	$5,732.00	35%	$3,725.80
416428	SDT L5	OFF THE ROAD	FIRESTONE	26.5-25	26		$0.00	$5,831.00	35%	$3,790.15
413984	SDT L5	OFF THE ROAD	FIRESTONE	29.5-25	22		$0.00	$6,855.00	35%	$4,455.75
416436	SDT L5	OFF THE ROAD	FIRESTONE	29.5-25	28		$0.00	$6,876.00	35%	$4,469.40
403962	SDT L5	OFF THE ROAD	FIRESTONE	29.5-29	28		$0.00	$8,248.00	35%	$5,361.20
416789	SDT L5	OFF THE ROAD	FIRESTONE	41.25/70-39	42		$0.00	$20,816.00	35%	$13,530.40
417033	SDT L5	OFF THE ROAD	FIRESTONE	41.25/70-39	42		$0.00	$19,646.00	35%	$12,769.90
416649	SDT L5	OFF THE ROAD	FIRESTONE	65/35-33	30		$0.00	$12,411.00	35%	$8,067.15
427832	SDT L5	OFF THE ROAD	FIRESTONE	65/35-33	42		$0.00	$13,535.00	35%	$8,797.75
280159	SDT L5	OFF THE ROAD	FIRESTONE	65/40-39	36		$0.00	$16,647.00	35%	$10,820.55
404810	SGG E2	OFF THE ROAD	FIRESTONE	29.5-25	22		$0.00	$4,770.00	35%	$3,100.50
404969	SGG E2/L2	OFF THE ROAD	FIRESTONE	23.5-25	20		$0.00	$2,539.00	35%	$1,650.35
426149	SGG G2	OFF THE ROAD	FIRESTONE	16.00-24	12		$0.00	$1,493.00	35%	$970.45
426166	SGG G2	OFF THE ROAD	FIRESTONE	16.00-24	16		$0.00	$1,773.00	35%	$1,152.45
425248	SGG LD	OFF THE ROAD	FIRESTONE	15.5-25	12		$0.00	$932.00	35%	$605.80
425129	SGG LD	OFF THE ROAD	FIRESTONE	17.5-25	12		$0.00	$890.00	35%	$578.50
425180	SGG LD	OFF THE ROAD	FIRESTONE	17.5-25	16		$0.00	$1,011.00	35%	$657.15
429243	SGG LD	OFF THE ROAD	FIRESTONE	17.5-25	20		$0.00	$1,425.00	35%	$926.25
405175	SGG LD	OFF THE ROAD	FIRESTONE	20.5-25	12		$0.00	$1,536.00	35%	$998.40
408492	SGG LD	OFF THE ROAD	FIRESTONE	20.5-25	16		$0.00	$1,567.00	35%	$1,018.55
405221	SGG LD	OFF THE ROAD	FIRESTONE	23.5-25	16		$0.00	$2,244.00	35%	$1,458.60
405272	SGG LD	OFF THE ROAD	FIRESTONE	26.5-25	20		$0.00	$3,928.00	35%	$2,553.20
429209	SGG MH	OFF THE ROAD	FIRESTONE	13.00-24	12		$0.00	$638.00	35%	$414.70
425163	SGG RB TG	OFF THE ROAD	FIRESTONE	13.00-24	16		$0.00	$695.00	35%	$451.75
425214	SGG RB TG	OFF THE ROAD	FIRESTONE	14.00-24	12		$0.00	$791.00	35%	$514.15

BRIDGESTONE

2015 WSCA PRICING

4/1/2015 - 3/31/2016

Material Number	TIRE PATTERN	TIRE TYPE	BRAND	SIZE	PLY	LOAD INDEX	FET	11/1/2014 GOVERNMENT CATALOG PRICE	2015 STANDARD DISCOUNTS/ NET	STATE OF ARIZONA PRICES
425384	SGG RB TG	OFF THE ROAD	FIRESTONE	14.00-24	16		$0.00	$822.00	35%	$534.30
378389	SKID STEER	OFF THE ROAD	FIRESTONE	10-16.5	8		$0.00	$161.00	35%	$104.65
378712	SKID STEER	OFF THE ROAD	FIRESTONE	12-16.5	10		$0.00	$199.00	35%	$129.35
403172	SRG	OFF THE ROAD	FIRESTONE	18.00-25	32		$0.00	$3,597.00	35%	$2,338.05
413925	SRG	OFF THE ROAD	FIRESTONE	18.00-33	32		$0.00	$4,577.00	35%	$2,975.05
403504	SRG	OFF THE ROAD	FIRESTONE	24.00-49	42		$0.00	$8,960.00	35%	$5,824.00
411663	SRG	OFF THE ROAD	FIRESTONE	27.00-49	48		$0.00	$13,547.00	35%	$8,805.55
416711	SRG	OFF THE ROAD	FIRESTONE	30.00-51	52		$0.00	$23,113.00	35%	$15,023.45
413380	SRG	OFF THE ROAD	FIRESTONE	33.25-35	38		$0.00	$12,007.00	35%	$7,804.55
413623	SRG	OFF THE ROAD	FIRESTONE	37.25-35	36		$0.00	$12,448.00	35%	$8,091.20
416584	SRG	OFF THE ROAD	FIRESTONE	37.5-39	52		$0.00	$18,394.00	35%	$11,956.10
414972	SRG DT CRC	OFF THE ROAD	FIRESTONE	18.00-33	32		$0.00	$4,577.00	35%	$2,975.05
414131	SRG DT CRC	OFF THE ROAD	FIRESTONE	21.00-35	36		$0.00	$5,596.00	35%	$3,637.40
414905	SRG DT CRC	OFF THE ROAD	FIRESTONE	24.00-35	42		$0.00	$8,100.00	35%	$5,265.00
423149	SRG DT E4	OFF THE ROAD	FIRESTONE	16.00-25	28		$0.00	$2,898.00	35%	$1,883.70
416193	SRG DT LD	OFF THE ROAD	FIRESTONE	23.5-25	20		$0.00	$3,747.00	35%	$2,435.55
417459	SRG DT LD	OFF THE ROAD	FIRESTONE	23.5-25	24		$0.00	$4,017.00	35%	$2,611.05
416401	SRG DT LD	OFF THE ROAD	FIRESTONE	26.5-25	26		$0.00	$4,715.00	35%	$3,064.75
416924	SRG DT LD	OFF THE ROAD	FIRESTONE	29.5-25	28		$0.00	$6,760.00	35%	$4,394.00
403709	SRG DT LD	OFF THE ROAD	FIRESTONE	29.5-29	28		$0.00	$6,756.00	35%	$4,391.40
280299	SRG DT LD	OFF THE ROAD	FIRESTONE	65/35-33	42		$0.00	$13,642.00	35%	$8,867.30
416185	SRG DT LD	OFF THE ROAD	FIRESTONE	65/35-33	30		$0.00	$11,000.00	35%	$7,150.00
416215	SRG DT LD IDU	OFF THE ROAD	FIRESTONE	30-33	46		$0.00	$11,765.00	35%	$7,647.25
421294	SRG DT LD IDU	OFF THE ROAD	FIRESTONE	65/35-33	42		$0.00	$11,932.00	35%	$7,755.80
421308	SRG DT RC IDU	OFF THE ROAD	FIRESTONE	18.00-33	44		$0.00	$6,020.00	35%	$3,913.00
280228	SRG DT SR YNIDU	OFF THE ROAD	FIRESTONE	37.5-33	54		$0.00	$10,394.00	35%	$6,756.10
426064	SRG DT UFCPDIDU	OFF THE ROAD	FIRESTONE	18.00-25	40		$0.00	$3,978.00	35%	$2,585.70
413518	SRG E3	OFF THE ROAD	FIRESTONE	16.00-25	28		$0.00	$2,658.00	35%	$1,727.70
411973	SRG E3	OFF THE ROAD	FIRESTONE	18.00-25	32		$0.00	$3,540.00	35%	$2,301.00
401560	SRG E3	OFF THE ROAD	FIRESTONE	18.00-49	32		$0.00	$7,130.00	35%	$4,634.50
401625	SRG E3	OFF THE ROAD	FIRESTONE	29.5-29	34		$0.00	$6,085.00	35%	$3,955.25
401889	SRG E3	OFF THE ROAD	FIRESTONE	29.5-29	28		$0.00	$5,937.00	35%	$3,859.05
413127	SRG E3	OFF THE ROAD	FIRESTONE	30-56.5	48		$0.00	$21,441.00	35%	$13,936.65
280138	SRG E3	OFF THE ROAD	FIRESTONE	33.25-29	32		$0.00	$8,326.00	35%	$5,411.90
410241	SRG E3	OFF THE ROAD	FIRESTONE	33.25-35	38		$0.00	$11,017.00	35%	$7,161.05
413461	SRG E3	OFF THE ROAD	FIRESTONE	37.25-35	36		$0.00	$11,825.00	35%	$7,686.25
401501	SRG E3	OFF THE ROAD	FIRESTONE	37.5-33	42		$0.00	$10,878.00	35%	$7,070.70
490136	SRG E3/L3 IDU	OFF THE ROAD	FIRESTONE	26.5-25	44		$0.00	$6,430.00	35%	$4,179.50
425656	SRG G4	OFF THE ROAD	FIRESTONE	14.00-24	12		$0.00	$1,236.00	35%	$803.40
411604	SRG IDU	OFF THE ROAD	FIRESTONE	21.00-35	40		$0.00	$6,463.00	35%	$4,200.95
280004	SRG IDU	OFF THE ROAD	FIRESTONE	33.25-35	50		$0.00	$14,742.00	35%	$9,582.30
425537	SRG LD	OFF THE ROAD	FIRESTONE	17.5-25	12		$0.00	$994.00	35%	$646.10
425554	SRG LD	OFF THE ROAD	FIRESTONE	17.5-25	16		$0.00	$1,188.00	35%	$772.20
425571	SRG LD	OFF THE ROAD	FIRESTONE	17.5-25	20		$0.00	$1,674.00	35%	$1,088.10
416916	SRG LD	OFF THE ROAD	FIRESTONE	29.5-29	40		$0.00	$7,382.00	35%	$4,798.30
408476	SRG LD E3/L3	OFF THE ROAD	FIRESTONE	20.5-25	16		$0.00	$1,725.00	35%	$1,121.25
414646	SRG LD E3/L3	OFF THE ROAD	FIRESTONE	20.5-25	20		$0.00	$1,743.00	35%	$1,132.95
423181	SRG LD E3/L3	OFF THE ROAD	FIRESTONE	20.5-25	24		$0.00	$2,278.00	35%	$1,480.70
400556	SRG LD E3/L3	OFF THE ROAD	FIRESTONE	23.5-25	16		$0.00	$2,286.00	35%	$1,485.90
400610	SRG LD E3/L3	OFF THE ROAD	FIRESTONE	23.5-25	20		$0.00	$2,385.00	35%	$1,550.25
400629	SRG LD E3/L3	OFF THE ROAD	FIRESTONE	26.5-25	20		$0.00	$3,814.00	35%	$2,479.10
401757	SRG LD E3/L3	OFF THE ROAD	FIRESTONE	26.5-25	26		$0.00	$4,355.00	35%	$2,830.75
414638	SRG LD E3/L3	OFF THE ROAD	FIRESTONE	29.5-25	28		$0.00	$5,500.00	35%	$3,575.00
412546	SRG RC E3	OFF THE ROAD	FIRESTONE	37.5-39	52		$0.00	$14,910.00	35%	$9,691.50
416177	SUP TRAC DUP	OFF THE ROAD	FIRESTONE	14-17.5NHS	10		$0.00	$461.00	35%	$299.65
416517	SUP TRAC DUP	OFF THE ROAD	FIRESTONE	15-19.5NHS	12		$0.00	$705.00	35%	$458.25
359599	SUP TRAC DUP	OFF THE ROAD	FIRESTONE	15-22.5NHS	16		$0.00	$1,187.00	35%	$771.55
359912	SUP TRAC LOAD	OFF THE ROAD	FIRESTONE	12.5/80-18	12		$0.00	$403.00	35%	$261.95
422150	DL L5 D2V	OFF THE ROAD	BRIDGESTONE	35/65-33	42		$0.00	$16,145.00	35%	$10,494.25
423491	DL2 L5/L5S D2V	OFF THE ROAD	BRIDGESTONE	35/65-33	30		$0.00	$14,142.00	35%	$9,192.30
261173	D-LUG D2A	OFF THE ROAD	BRIDGESTONE	17.5-25	16		$0.00	$2,738.00	35%	$1,779.70
275530	D-LUG D2A	OFF THE ROAD	BRIDGESTONE	26.5-25	20		$0.00	$6,462.00	35%	$4,200.30
423408	D-LUG D2A	OFF THE ROAD	BRIDGESTONE	29.5-25	28		$0.00	$9,528.00	35%	$6,193.20
417734	D-LUG D2V	OFF THE ROAD	BRIDGESTONE	35/65-33	30		$0.00	$14,005.00	35%	$9,103.25
419400	D-LUG D2V	OFF THE ROAD	BRIDGESTONE	45/65-45	58		$0.00	$28,530.00	35%	$18,544.50
422894	ELS2 E4 IDU	OFF THE ROAD	BRIDGESTONE	18.00-25	40		$0.00	$4,598.00	35%	$2,988.70
423645	ELS2 E4 IDU	OFF THE ROAD	BRIDGESTONE	18.00-33	36		$0.00	$6,159.00	35%	$4,003.35
423653	ELS2 E4 IDU	OFF THE ROAD	BRIDGESTONE	21.00-35	40		$0.00	$7,619.00	35%	$4,952.35
153524	FAST GRIP	OFF THE ROAD	BRIDGESTONE	11.00-20	16		$0.00	$887.00	35%	$576.55
265896	FAST GRIP	OFF THE ROAD	BRIDGESTONE	12.5/70-16	6		$0.00	$505.00	35%	$328.25
290416	FAST GRIP	OFF THE ROAD	BRIDGESTONE	15.5/60-18	8		$0.00	$735.00	35%	$477.75
263206	FAST GRIP	OFF THE ROAD	BRIDGESTONE	15.5/70-18	8		$0.00	$777.00	35%	$505.05
263222	FAST GRIP	OFF THE ROAD	BRIDGESTONE	17.5/65-20	10		$0.00	$996.00	35%	$647.40
211223	FAST GRIP D2A	OFF THE ROAD	BRIDGESTONE	10.00-20	16		$0.00	$860.00	35%	$559.00

BRIDGESTONE

2015 WSCA PRICING

4/1/2015 - 3/31/2016

Material Number	TIRE PATTERN	TIRE TYPE	BRAND	SIZE	PLY	LOAD INDEX	FET	11/1/2014 GOVERNMENT CATALOG PRICE	2015 STANDARD DISCOUNTS/ NET	STATE OF ARIZONA PRICES
298433	FAST GRIP D2A	OFF THE ROAD	BRIDGESTONE	12.5/70-16	8		$0.00	$539.00	35%	$350.35
297496	L317	OFF THE ROAD	BRIDGESTONE	12.00R24	3*		$0.00	$1,721.00	35%	$1,118.65
285374	R-LUG D2A	OFF THE ROAD	BRIDGESTONE	12.00-24	20		$0.00	$1,543.00	35%	$1,003.95
425588	R-LUG D2A	OFF THE ROAD	BRIDGESTONE	17.5-25	12		$0.00	$1,086.00	35%	$705.90
425605	R-LUG D2A	OFF THE ROAD	BRIDGESTONE	17.5-25	16		$0.00	$1,368.00	35%	$889.20
261068	R-LUG D2A	OFF THE ROAD	BRIDGESTONE	20.5-25	16		$0.00	$2,191.00	35%	$1,424.15
261106	R-LUG D2A	OFF THE ROAD	BRIDGESTONE	23.5-25	20		$0.00	$2,795.00	35%	$1,816.75
285366	R-LUG E1A	OFF THE ROAD	BRIDGESTONE	12.00-20	18		$0.00	$1,369.00	35%	$889.85
261076	R-LUG E1A	OFF THE ROAD	BRIDGESTONE	23.5-25	16		$0.00	$2,683.00	35%	$1,743.95
274267	R-LUG E1A	OFF THE ROAD	BRIDGESTONE	37.25-35	36		$0.00	$15,116.00	35%	$9,825.40
296295	R-LUG E2A	OFF THE ROAD	BRIDGESTONE	14.00-24	28		$0.00	$1,976.00	35%	$1,284.40
424789	R-LUG IDU	OFF THE ROAD	BRIDGESTONE	21.00-25	40		$0.00	$5,597.00	35%	$3,638.05
003551	R-LUG S D2A	OFF THE ROAD	BRIDGESTONE	26.5-25	26		$0.00	$4,951.00	35%	$3,218.15
275328	R-LUG S D2A	OFF THE ROAD	BRIDGESTONE	29.5-25	28		$0.00	$7,724.00	35%	$5,020.60
276057	R-LUG S E2A	OFF THE ROAD	BRIDGESTONE	24.00-35	42		$0.00	$9,073.00	35%	$5,897.45
276146	R-LUG S E2A	OFF THE ROAD	BRIDGESTONE	27.00-49	48		$0.00	$14,703.00	35%	$9,556.95
191112	ROAD ROLLER	OFF THE ROAD	BRIDGESTONE	14/70-20	12		$0.00	$2,195.00	35%	$1,426.75
299944	ROAD ROLLER	OFF THE ROAD	BRIDGESTONE	7.50-16	6		$0.00	$503.00	35%	$326.95
289450	ROAD ROLLER	OFF THE ROAD	BRIDGESTONE	9.00-20	10		$0.00	$691.00	35%	$449.15
226751	ROAD ROLLER	OFF THE ROAD	BRIDGESTONE	95/65-15	6		$0.00	$634.00	35%	$412.10
263303	STMS D2A	OFF THE ROAD	BRIDGESTONE	14.00-24	20		$0.00	$2,778.00	35%	$1,805.70
261289	STMS D2A	OFF THE ROAD	BRIDGESTONE	17.5-25	20		$0.00	$3,017.00	35%	$1,961.05
420972	STMS D2A	OFF THE ROAD	BRIDGESTONE	18.00-25	32		$0.00	$6,272.00	35%	$4,076.80
275573	STMS D2A	OFF THE ROAD	BRIDGESTONE	26.5-25	32		$0.00	$8,429.00	35%	$5,478.85
421863	STMS D2A	OFF THE ROAD	BRIDGESTONE	26.5-25	36		$0.00	$8,670.00	35%	$5,635.50
419095	STMS D2A	OFF THE ROAD	BRIDGESTONE	29.5-29	34		$0.00	$10,601.00	35%	$6,890.65
424874	STMS D2V	OFF THE ROAD	BRIDGESTONE	35/65-33	42		$0.00	$17,561.00	35%	$11,414.65
422657	STMS D2V	OFF THE ROAD	BRIDGESTONE	45/65-45	58		$0.00	$28,817.00	35%	$18,731.05
422231	STMS IDU	OFF THE ROAD	BRIDGESTONE	18.00-25	40		$0.00	$6,304.00	35%	$4,097.60
424617	STMS IDU	OFF THE ROAD	BRIDGESTONE	26.5-25	36		$0.00	$8,181.00	35%	$5,317.65
190177	VCH IND VCH IDU	OFF THE ROAD	BRIDGESTONE	12.00R24	2*		$0.00	$1,907.00	35%	$1,239.55
293016	VCH IND VCH IDU	OFF THE ROAD	BRIDGESTONE	14.00R24	3*		$0.00	$3,028.00	35%	$1,968.20
422053	VCH IND VCHDIDU	OFF THE ROAD	BRIDGESTONE	16.00R25	2*		$0.00	$3,692.00	35%	$2,399.80
431810	VCHR IDU	OFF THE ROAD	BRIDGESTONE	16.00R25	2*		$0.00	$5,313.00	35%	$3,453.45
227397	VCHS IDU	OFF THE ROAD	BRIDGESTONE	12.00R20	3*		$0.00	$2,016.00	35%	$1,310.40
188205	VCHS IDU	OFF THE ROAD	BRIDGESTONE	14.00R24	3*		$0.00	$3,015.00	35%	$1,959.75
423939	VCHS IDU	OFF THE ROAD	BRIDGESTONE	18.00R25	3*		$0.00	$5,779.00	35%	$3,756.35
424064	VCHS IDU	OFF THE ROAD	BRIDGESTONE	18.00R33	3*		$0.00	$9,335.00	35%	$6,067.75
275867	VELS E1A	OFF THE ROAD	BRIDGESTONE	18.00R33	2*		$0.00	$7,149.00	35%	$4,646.85
419281	VELS E2A	OFF THE ROAD	BRIDGESTONE	18.00R25	2*		$0.00	$6,514.00	35%	$4,234.10
276316	VELS E2A	OFF THE ROAD	BRIDGESTONE	18.00R33	2*		$0.00	$7,149.00	35%	$4,646.85
276324	VELS E2A	OFF THE ROAD	BRIDGESTONE	21.00R35	2*		$0.00	$11,053.00	35%	$7,184.45
429735	VELS IDU	OFF THE ROAD	BRIDGESTONE	18.00R33	3*		$0.00	$8,572.00	35%	$5,571.80
422177	VELS LS E2A	OFF THE ROAD	BRIDGESTONE	18.00R33	2*		$0.00	$7,149.00	35%	$4,646.85
420077	VFT E3A	OFF THE ROAD	BRIDGESTONE	27.00R49	2*		$0.00	$13,989.00	35%	$9,092.85
418951	VGT	OFF THE ROAD	BRIDGESTONE	24R21	1*		$0.00	$3,510.00	35%	$2,281.50
419303	VGT	OFF THE ROAD	BRIDGESTONE	445/80R25	2*		$0.00	$2,842.00	35%	$1,847.30
424976	VGT	OFF THE ROAD	BRIDGESTONE	445/80R25	2*		$0.00	$2,558.00	35%	$1,662.70
421790	VHS HS	OFF THE ROAD	BRIDGESTONE	385/95R24	3*		$0.00	$2,135.00	35%	$1,387.75
430824	VHS HS	OFF THE ROAD	BRIDGESTONE	385/95R25	3*		$0.00	$2,165.00	35%	$1,407.25
430841	VHS HS	OFF THE ROAD	BRIDGESTONE	445/95R25	2*		$0.00	$3,438.00	35%	$2,234.70
424137	VHS HS	OFF THE ROAD	BRIDGESTONE	525/80R25	2*		$0.00	$3,852.00	35%	$2,503.80
421804	VHS HS	OFF THE ROAD	BRIDGESTONE	385/95R25	3*		$0.00	$2,165.00	35%	$1,407.25
431538	VJT D2A	OFF THE ROAD	BRIDGESTONE	17.5R25	1*		$0.00	$2,001.00	35%	$1,300.65
429311	VJT D2A	OFF THE ROAD	BRIDGESTONE	20.5R25	1*		$0.00	$2,858.00	35%	$1,857.70
431198	VJT D2A	OFF THE ROAD	BRIDGESTONE	23.5R25	1*		$0.00	$3,832.00	35%	$2,490.80
431215	VJT D2A	OFF THE ROAD	BRIDGESTONE	26.5R25	1*		$0.00	$6,174.00	35%	$4,013.10
431555	VJT D2A	OFF THE ROAD	BRIDGESTONE	29.5R25	1*		$0.00	$7,698.00	35%	$5,003.70
263389	VKT D2A	OFF THE ROAD	BRIDGESTONE	17.5R25	1*		$0.00	$1,886.00	35%	$1,225.90
263397	VKT D2A	OFF THE ROAD	BRIDGESTONE	20.5R25	1*		$0.00	$2,835.00	35%	$1,842.75
263400	VKT D2A	OFF THE ROAD	BRIDGESTONE	23.5R25	1*		$0.00	$3,584.00	35%	$2,329.60
275611	VKT D2A	OFF THE ROAD	BRIDGESTONE	26.5R25	1*		$0.00	$4,870.00	35%	$3,165.50
261351	VKT E1A	OFF THE ROAD	BRIDGESTONE	23.5R25	2*		$0.00	$3,812.00	35%	$2,477.80
275638	VKT E1A	OFF THE ROAD	BRIDGESTONE	26.5R25	2*		$0.00	$4,777.00	35%	$3,105.05
275654	VKT E1A	OFF THE ROAD	BRIDGESTONE	29.5R29	2*		$0.00	$10,044.00	35%	$6,528.60
419915	VKT E1A	OFF THE ROAD	BRIDGESTONE	37.5R39	2*		$0.00	$19,957.00	35%	$12,972.05
263346	VKT E2A	OFF THE ROAD	BRIDGESTONE	14.00R24	3*		$0.00	$2,018.00	35%	$1,311.70
419745	VKT E2A	OFF THE ROAD	BRIDGESTONE	14.00R24	3*		$0.00	$2,018.00	35%	$1,311.70
276235	VKT E2A	OFF THE ROAD	BRIDGESTONE	29.5R29	2*		$0.00	$10,044.00	35%	$6,528.60
296341	VKT EG2	OFF THE ROAD	BRIDGESTONE	17.5R25	1*		$0.00	$1,968.00	35%	$1,279.20
263354	VKT G2A	OFF THE ROAD	BRIDGESTONE	14.00R24	1*		$0.00	$1,627.00	35%	$1,057.55
284971	VKT G2A	OFF THE ROAD	BRIDGESTONE	16.00R24	1*		$0.00	$2,478.00	35%	$1,610.70
003553	VL2 DE2	OFF THE ROAD	BRIDGESTONE	26.5-25	20		$0.00	$4,005.00	35%	$2,603.25
421952	VLT DE2	OFF THE ROAD	BRIDGESTONE	20.5R25	2*		$0.00	$4,911.00	35%	$3,192.15

BRIDGESTONE

2015 WSCA PRICING

4/1/2015 - 3/31/2016

Material Number	TIRE PATTERN	TIRE TYPE	BRAND	SIZE	PLY	LOAD INDEX	FET	11/1/2014 GOVERNMENT CATALOG PRICE	2015 STANDARD DISCOUNTS/ NET	STATE OF ARIZONA PRICES
421960	VLT DE2	OFF THE ROAD	BRIDGESTONE	23.5R25	MS		$0.00	$4,055.00	35%	$2,635.75
421979	VLT DE2	OFF THE ROAD	BRIDGESTONE	26.5R25	MS		$0.00	$5,843.00	35%	$3,797.95
421987	VLT DE2	OFF THE ROAD	BRIDGESTONE	29.5R25	MS		$0.00	$7,990.00	35%	$5,193.50
420220	VLT DE2	OFF THE ROAD	BRIDGESTONE	750/65R25	MS		$0.00	$7,540.00	35%	$4,901.00
427985	VLT E1A	OFF THE ROAD	BRIDGESTONE	37.25R35	2*		$0.00	$16,100.00	35%	$10,465.00
427645	VLT E2A	OFF THE ROAD	BRIDGESTONE	33.25R29	2*		$0.00	$13,924.00	35%	$9,050.60
428002	VLT E2A	OFF THE ROAD	BRIDGESTONE	37.25R35	2*		$0.00	$16,100.00	35%	$10,465.00
428138	VLT E2A	OFF THE ROAD	BRIDGESTONE	40.5/75R39	2*		$0.00	$25,450.00	35%	$16,542.50
428172	VLT E2A	OFF THE ROAD	BRIDGESTONE	40.5/75R39	2*		$0.00	$25,450.00	35%	$16,542.50
424102	VLTS DE2	OFF THE ROAD	BRIDGESTONE	20.5R25	MS		$0.00	$4,224.00	35%	$2,745.60
422738	VLTS DE2	OFF THE ROAD	BRIDGESTONE	23.5R25	MS		$0.00	$5,429.00	35%	$3,528.85
000470	VLTS DE2	OFF THE ROAD	BRIDGESTONE	875/65R29	MS		$0.00	$12,490.00	35%	$8,118.50
422711	VLTS E2A	OFF THE ROAD	BRIDGESTONE	26.5R25	2*		$0.00	$8,043.00	35%	$5,227.95
422916	VLTS E2A	OFF THE ROAD	BRIDGESTONE	29.5R25	2*		$0.00	$9,973.00	35%	$6,482.45
427560	VLTS E2A	OFF THE ROAD	BRIDGESTONE	750/65R25	2*		$0.00	$8,660.00	35%	$5,629.00
419346	VMT D2A	OFF THE ROAD	BRIDGESTONE	17.5R25	1*		$0.00	$1,996.00	35%	$1,297.40
418110	VMT D2A	OFF THE ROAD	BRIDGESTONE	20.5R25	1*		$0.00	$2,835.00	35%	$1,842.75
418137	VMT D2A	OFF THE ROAD	BRIDGESTONE	23.5R25	1*		$0.00	$3,792.00	35%	$2,464.80
418773	VMT D2A	OFF THE ROAD	BRIDGESTONE	23.5R25	2*		$0.00	$4,176.00	35%	$2,714.40
419872	VMT D2A	OFF THE ROAD	BRIDGESTONE	26.5R25	1*		$0.00	$5,194.00	35%	$3,376.10
419966	VMT D2A	OFF THE ROAD	BRIDGESTONE	26.5R25	2*		$0.00	$5,602.00	35%	$3,641.30
419680	VMT D2A	OFF THE ROAD	BRIDGESTONE	29.5R25	1*		$0.00	$6,901.00	35%	$4,485.65
418161	VMT E1A	OFF THE ROAD	BRIDGESTONE	20.5R25	2*		$0.00	$2,925.00	35%	$1,901.25
418196	VMT E1A	OFF THE ROAD	BRIDGESTONE	23.5R25	2*		$0.00	$4,055.00	35%	$2,635.75
419311	VMT E1A	OFF THE ROAD	BRIDGESTONE	26.5R25	2*		$0.00	$5,439.00	35%	$3,535.35
419338	VMT E1A	OFF THE ROAD	BRIDGESTONE	29.5R25	2*		$0.00	$7,820.00	35%	$5,083.00
420662	VMT E2A	OFF THE ROAD	BRIDGESTONE	29.5R25	2*		$0.00	$7,820.00	35%	$5,083.00
422207	VMT E3A	OFF THE ROAD	BRIDGESTONE	30.00R51	2*		$0.00	$26,546.00	35%	$17,254.90
422746	VMTP E1A	OFF THE ROAD	BRIDGESTONE	18.00R33	2*		$0.00	$7,209.00	35%	$4,685.85
422770	VMTP E1A	OFF THE ROAD	BRIDGESTONE	21.00R35	2*		$0.00	$11,053.00	35%	$7,184.45
422479	VMTP E1A	OFF THE ROAD	BRIDGESTONE	27.00R49	2*		$0.00	$16,687.00	35%	$10,846.55
003542	VMTP E1A	OFF THE ROAD	BRIDGESTONE	24.00R35	2*		$0.00	$11,998.00	35%	$7,798.70
423865	VMTP E2A	OFF THE ROAD	BRIDGESTONE	18.00R33	2*		$0.00	$7,209.00	35%	$4,685.85
428818	VMTP E2A	OFF THE ROAD	BRIDGESTONE	21.00R33	2*		$0.00	$9,837.00	35%	$6,394.05
422789	VMTP E2A	OFF THE ROAD	BRIDGESTONE	21.00R35	2*		$0.00	$11,053.00	35%	$7,184.45
422991	VMTP E2A	OFF THE ROAD	BRIDGESTONE	24.00R35	2*		$0.00	$11,998.00	35%	$7,798.70
422460	VMTP E2A	OFF THE ROAD	BRIDGESTONE	27.00R49	2*		$0.00	$16,687.00	35%	$10,846.55
422754	VMTP LS E2A	OFF THE ROAD	BRIDGESTONE	18.00R33	2*		$0.00	$7,209.00	35%	$4,685.85
423009	VMTP LS E2A	OFF THE ROAD	BRIDGESTONE	24.00R35	2*		$0.00	$11,998.00	35%	$7,798.70
423106	VMTP LS E2A	OFF THE ROAD	BRIDGESTONE	27.00R49	2*		$0.00	$16,687.00	35%	$10,846.55
422347	VMTS E2A	OFF THE ROAD	BRIDGESTONE	16.00R25	2*		$0.00	$3,469.00	35%	$2,254.85
418323	VMTS E2A	OFF THE ROAD	BRIDGESTONE	18.00R25	2*		$0.00	$5,361.00	35%	$3,484.65
295213	VMTS E3A	OFF THE ROAD	BRIDGESTONE	14.00R25	3*		$0.00	$2,679.00	35%	$1,741.35
431385	VREP E1A	OFF THE ROAD	BRIDGESTONE	27.00R49	2*		$0.00	$16,900.00	35%	$10,985.00
431402	VREP E2A	OFF THE ROAD	BRIDGESTONE	27.00R49	2*		$0.00	$16,900.00	35%	$10,985.00
431419	VREP E2AALS	OFF THE ROAD	BRIDGESTONE	27.00R49	2*		$0.00	$16,900.00	35%	$10,985.00
431368	VREP E3A	OFF THE ROAD	BRIDGESTONE	27.00R49	2*		$0.00	$16,900.00	35%	$10,985.00
418498	VRL E1A	OFF THE ROAD	BRIDGESTONE	33.25R35	2*		$0.00	$16,690.00	35%	$10,848.50
275883	VRLS E1A	OFF THE ROAD	BRIDGESTONE	24.00R35	2*		$0.00	$11,998.00	35%	$7,798.70
431793	VRLS E1A	OFF THE ROAD	BRIDGESTONE	24.00R49	2*		$0.00	$15,984.00	35%	$10,389.60
263419	VRLS E2A	OFF THE ROAD	BRIDGESTONE	14.00R25	3*		$0.00	$2,647.00	35%	$1,720.55
419141	VRLS E2A	OFF THE ROAD	BRIDGESTONE	24.00R35	2*		$0.00	$11,998.00	35%	$7,798.70
420603	VRLS E3A	OFF THE ROAD	BRIDGESTONE	30.00R51	2*		$0.00	$31,231.00	35%	$20,300.15
423203	VRLS IDU	OFF THE ROAD	BRIDGESTONE	16.00R25	2*		$0.00	$3,692.00	35%	$2,399.80
422169	VRLS LS E4 E2A	OFF THE ROAD	BRIDGESTONE	24.00R35	2*		$0.00	$11,998.00	35%	$7,798.70
431504	VRQP E2A	OFF THE ROAD	BRIDGESTONE	18.00R33	2*		$0.00	$7,349.00	35%	$4,776.85
431521	VRQP E2A	OFF THE ROAD	BRIDGESTONE	24.00R35	2*		$0.00	$12,148.00	35%	$7,896.20
428121	VRQP E2ALS	OFF THE ROAD	BRIDGESTONE	18.00R33	2*		$0.00	$7,349.00	35%	$4,776.85
427900	VRQP E2ALS	OFF THE ROAD	BRIDGESTONE	24.00R35	2*		$0.00	$12,148.00	35%	$7,896.20
423831	VSB	OFF THE ROAD	BRIDGESTONE	385/95R24	3*		$0.00	$2,391.00	35%	$1,554.15
423858	VSB	OFF THE ROAD	BRIDGESTONE	385/95R25	3*		$0.00	$2,411.00	35%	$1,567.15
299367	VSB E2A	OFF THE ROAD	BRIDGESTONE	14.00R24	3*		$0.00	$2,135.00	35%	$1,387.75
419036	VSDL D&L D2A	OFF THE ROAD	BRIDGESTONE	45/65R45	1*		$0.00	$32,775.00	35%	$21,303.75
426047	VSDL D&L D2A	OFF THE ROAD	BRIDGESTONE	45/65R45	2*		$0.00	$33,588.00	35%	$21,832.20
157384	VSDL D2A	OFF THE ROAD	BRIDGESTONE	10.00R15	2*		$0.00	$1,535.00	35%	$997.75
157392	VSDL D2A	OFF THE ROAD	BRIDGESTONE	12.00R20	2*		$0.00	$2,352.00	35%	$1,528.80
152455	VSDL D2A	OFF THE ROAD	BRIDGESTONE	14.5R15	2*		$0.00	$1,721.00	35%	$1,118.65
431181	VSDL D2A	OFF THE ROAD	BRIDGESTONE	15.5R25	1*		$0.00	$3,003.00	35%	$1,951.95
423165	VSDL D2A	OFF THE ROAD	BRIDGESTONE	17.5R25	1*		$0.00	$3,675.00	35%	$2,388.75
421855	VSDL D2A	OFF THE ROAD	BRIDGESTONE	20.5R25	1*		$0.00	$6,970.00	35%	$4,530.50
420565	VSDL D2A	OFF THE ROAD	BRIDGESTONE	23.5R25	1*		$0.00	$7,822.00	35%	$5,084.30
422428	VSDL D2A	OFF THE ROAD	BRIDGESTONE	23.5R25	2*		$0.00	$8,036.00	35%	$5,223.40
420573	VSDL D2A	OFF THE ROAD	BRIDGESTONE	26.5R25	1*		$0.00	$10,522.00	35%	$6,839.30
421332	VSDL D2A	OFF THE ROAD	BRIDGESTONE	26.5R25	2*		$0.00	$10,741.00	35%	$6,981.65

BRIDGESTONE

2015 WSCA PRICING

4/1/2015 - 3/31/2016

Material Number	TIRE PATTERN	TIRE TYPE	BRAND	SIZE	PLY	LOAD INDEX	FET	11/1/2014 GOVERNMENT CATALOG PRICE	2015 STANDARD DISCOUNTS/ NET	STATE OF ARIZONA PRICES
420581	VSDL D2A	OFF THE ROAD	BRIDGESTONE	29.5R25	1*		$0.00	$13,231.00	35%	$8,600.15
423432	VSDL D2A	OFF THE ROAD	BRIDGESTONE	29.5R25	2*		$0.00	$13,521.00	35%	$8,788.65
421731	VSDL D2A	OFF THE ROAD	BRIDGESTONE	29.5R29	1*		$0.00	$13,398.00	35%	$8,708.70
421758	VSDL D2A	OFF THE ROAD	BRIDGESTONE	29.5R29	2*		$0.00	$18,556.00	35%	$12,061.40
419974	VSDL D2A	OFF THE ROAD	BRIDGESTONE	35/65R33	1*		$0.00	$15,698.00	35%	$10,203.70
425010	VSDL D2A	OFF THE ROAD	BRIDGESTONE	35/65R33	2*		$0.00	$16,062.00	35%	$10,440.30
423378	VSDL D2A	OFF THE ROAD	BRIDGESTONE	45/65R39	1*		$0.00	$27,630.00	35%	$17,959.50
424544	VSDL D2A	OFF THE ROAD	BRIDGESTONE	8.25R15	2*		$0.00	$1,168.00	35%	$759.20
429872	VSDL IDU	OFF THE ROAD	BRIDGESTONE	35/65R33	2*		$0.00	$16,534.00	35%	$10,747.10
420301	VSDL LAC L5 D2A	OFF THE ROAD	BRIDGESTONE	45/65R45	1*		$0.00	$32,775.00	35%	$21,303.75
422843	VSDL LAC L5 D2A	OFF THE ROAD	BRIDGESTONE	45/65R45	2*		$0.00	$33,588.00	35%	$21,832.20
423386	VSDL LS L5 D2A	OFF THE ROAD	BRIDGESTONE	45/65R39	1*		$0.00	$27,630.00	35%	$17,959.50
420352	VSDL UDL L5 D2A	OFF THE ROAD	BRIDGESTONE	45/65R45	1*		$0.00	$32,775.00	35%	$21,303.75
423548	VSDT L5 D2A	OFF THE ROAD	BRIDGESTONE	23.5R25	1*		$0.00	$6,996.00	35%	$4,547.40
427407	VSDT L5 D2A	OFF THE ROAD	BRIDGESTONE	23.5R25	2*		$0.00	$8,884.00	35%	$5,774.60
423955	VSDT L5 D2A	OFF THE ROAD	BRIDGESTONE	26.5R25	1*		$0.00	$9,398.00	35%	$6,108.70
424145	VSDT L5 D2A	OFF THE ROAD	BRIDGESTONE	29.5R25	2*		$0.00	$12,437.00	35%	$8,084.05
427390	VSDT L5 D2A	OFF THE ROAD	BRIDGESTONE	29.5R25	1*		$0.00	$12,170.00	35%	$7,910.50
424412	VSDT L5 D2A	OFF THE ROAD	BRIDGESTONE	29.5R29	1*		$0.00	$12,820.00	35%	$8,333.00
424420	VSDT L5 D2A	OFF THE ROAD	BRIDGESTONE	29.5R29	2*		$0.00	$15,860.00	35%	$10,309.00
424234	VSDT L5 D2A	OFF THE ROAD	BRIDGESTONE	35/65R33	1*		$0.00	$16,044.00	35%	$10,428.60
287377	VSJ E7	OFF THE ROAD	BRIDGESTONE	16.00R20	28		$0.00	$3,167.00	35%	$2,058.55
419352	VSJ E7	OFF THE ROAD	BRIDGESTONE	21.00R25			$0.00	$6,655.00	35%	$4,325.75
143829	VSJ E7	OFF THE ROAD	BRIDGESTONE	16.00R20	28		$0.00	$3,167.00	35%	$2,058.55
150924	VSMS D2A	OFF THE ROAD	BRIDGESTONE	12.00R24	2*		$0.00	$2,220.00	35%	$1,443.00
211240	VSMS D2A	OFF THE ROAD	BRIDGESTONE	14.00R24	2*		$0.00	$3,372.00	35%	$2,191.80
422908	VSMS D2A	OFF THE ROAD	BRIDGESTONE	17.5R25	2*		$0.00	$3,933.00	35%	$2,556.45
419397	VSMS D2A	OFF THE ROAD	BRIDGESTONE	18.00R25	1*		$0.00	$8,263.00	35%	$5,370.95
422282	VSMS D2A	OFF THE ROAD	BRIDGESTONE	18.00R25	2*		$0.00	$8,792.00	35%	$5,714.80
422096	VSMS D2A	OFF THE ROAD	BRIDGESTONE	26.5R25	2*		$0.00	$10,729.00	35%	$6,973.85
150916	VSMS D2A	OFF THE ROAD	BRIDGESTONE	12.00R20	2*		$0.00	$2,145.00	35%	$1,394.25
422134	VSMS D2A	OFF THE ROAD	BRIDGESTONE	29.5R29	2*		$0.00	$19,482.00	35%	$12,663.30
150908	VSMS D2A	OFF THE ROAD	BRIDGESTONE	9.00R20	2*		$0.00	$1,548.00	35%	$1,006.20
423785	VSMS IDU	OFF THE ROAD	BRIDGESTONE	18.00R25	2*		$0.00	$8,792.00	35%	$5,714.80
157376	VSNL D2A	OFF THE ROAD	BRIDGESTONE	14.00R20	2*		$0.00	$2,300.00	35%	$1,495.00
429277	VSNL D2A	OFF THE ROAD	BRIDGESTONE	35/65R33	2*		$0.00	$15,008.00	35%	$9,755.20
429855	VSNL D2A	OFF THE ROAD	BRIDGESTONE	45/65R45	2*		$0.00	$32,200.00	35%	$20,930.00
425061	VSNT D2A	OFF THE ROAD	BRIDGESTONE	35/65R33	2*		$0.00	$14,571.00	35%	$9,471.15
423971	VSNT DE2	OFF THE ROAD	BRIDGESTONE	26.5R25	MS		$0.00	$8,984.00	35%	$5,839.60
424196	VSNT DE2	OFF THE ROAD	BRIDGESTONE	29.5R25	MS		$0.00	$10,506.00	35%	$6,828.90
424188	VSNT DE2	OFF THE ROAD	BRIDGESTONE	29.5R29	MS		$0.00	$13,258.00	35%	$8,617.70
423947	VSNT DE2	OFF THE ROAD	BRIDGESTONE	35/65R33	MS		$0.00	$14,571.00	35%	$9,471.15
003789	VSNT DUH	OFF THE ROAD	BRIDGESTONE	35/65R33	MT		$0.00	$13,010.00	35%	$8,456.50
422461	V-STEEL M-TRACTION-P E3A	OFF THE ROAD	BRIDGESTONE	27.00R49	2*		$0.00	$17,165.00	35%	$11,157.25
000996	V-STEEL SUPER DEEP ROCK	OFF THE ROAD	BRIDGESTONE	20.5R25	1*		$0.00	$8,042.00	35%	$5,227.30
000997	V-STEEL SUPER DEEP ROCK	OFF THE ROAD	BRIDGESTONE	20.5R25	2*		$0.00	$8,298.00	35%	$5,393.70
431742	VSW D2A	OFF THE ROAD	BRIDGESTONE	600/65R25	1*		$0.00	$4,216.00	35%	$2,740.40
422851	VSW DE2	OFF THE ROAD	BRIDGESTONE	20.5R25	MS		$0.00	$3,524.00	35%	$2,290.60
423750	VSW DE2	OFF THE ROAD	BRIDGESTONE	23.5R25	MS		$0.00	$4,461.00	35%	$2,899.65
425078	VSW DE2	OFF THE ROAD	BRIDGESTONE	385/95R25	3*		$0.00	$2,530.00	35%	$1,644.50
420387	VSW DG2	OFF THE ROAD	BRIDGESTONE	17.5R25	1*		$0.00	$2,214.00	35%	$1,439.10
293970	VSW G2A	OFF THE ROAD	BRIDGESTONE	14.00R24	1*		$0.00	$2,162.00	35%	$1,405.30
293997	VSW G2A	OFF THE ROAD	BRIDGESTONE	16.00R24	1*		$0.00	$2,647.00	35%	$1,720.55
429821	VTS L3 D2A	OFF THE ROAD	BRIDGESTONE	550/65R25	1*		$0.00	$4,292.00	35%	$2,789.80
424099	VTS L3 D2A	OFF THE ROAD	BRIDGESTONE	650/65R25	1*		$0.00	$5,515.00	35%	$3,584.75
424277	VTS L3 D2A	OFF THE ROAD	BRIDGESTONE	775/65R29	1*		$0.00	$8,457.00	35%	$5,497.05
431283	VTS L3 DE2	OFF THE ROAD	BRIDGESTONE	875/65R29	MS		$0.00	$11,338.00	35%	$7,369.70
425095	VUT DE2	OFF THE ROAD	BRIDGESTONE	335/80R20	1*		$0.00	$1,067.00	35%	$693.55
424757	VUT DE2	OFF THE ROAD	BRIDGESTONE	365/80R20	1*		$0.00	$1,053.00	35%	$684.45
425469	VUT DE2	OFF THE ROAD	BRIDGESTONE	405/70R20	1*		$0.00	$1,343.00	35%	$872.95
422606	VUT DG2	OFF THE ROAD	BRIDGESTONE	15.5R25	1*		$0.00	$1,637.00	35%	$1,064.05
424609	VUT DG2	OFF THE ROAD	BRIDGESTONE	15.5R25	2*		$0.00	$1,720.00	35%	$1,118.00
422827	VUT DG2	OFF THE ROAD	BRIDGESTONE	17.5R25	1*		$0.00	$1,862.00	35%	$1,210.30
420344	VUT DG2	OFF THE ROAD	BRIDGESTONE	20.5R25	1*		$0.00	$2,161.00	35%	$1,404.65
422703	VUT DG2	OFF THE ROAD	BRIDGESTONE	23.5R25	1*		$0.00	$3,250.00	35%	$2,112.50
295304	VUT G2A	OFF THE ROAD	BRIDGESTONE	13.00R24	1*		$0.00	$1,414.00	35%	$919.10
293954	VUT G2A	OFF THE ROAD	BRIDGESTONE	14.00R24	1*		$0.00	$1,531.00	35%	$995.15
378032	AG FRNT 3RIB	FARM	FIRESTONE	10.00-16	8		$0.00	$220.73	15%	$187.63
378253	AG FRNT 3RIB	FARM	FIRESTONE	6.00-16	6		$0.00	$99.90	15%	$84.92
378270	AG FRNT 4RIB	FARM	FIRESTONE	11.00-16	8		$0.00	$255.20	15%	$216.93
378304	AG IMPLEMENT	FARM	FIRESTONE	11L-15	8		$0.00	$117.37	15%	$99.77
378321	AG IMPLEMENT	FARM	FIRESTONE	12.5L-15	10		$0.00	$163.87	15%	$139.30
378338	AG IMPLEMENT	FARM	FIRESTONE	7.60-15	8		$0.00	$112.78	15%	$95.87
378763	AG IMPLEMENT	FARM	FIRESTONE	9.5L-14	8		$0.00	$121.47	15%	$103.25

BRIDGESTONE

2015 WSCA PRICING

4/1/2015 - 3/31/2016

Material Number	TIRE PATTERN	TIRE TYPE	BRAND	SIZE	PLY	LOAD INDEX	FET	11/1/2014 GOVERNMENT CATALOG PRICE	2015 STANDARD DISCOUNTS/ NET	STATE OF ARIZONA PRICES
378287	AG IMPLEMENT	FARM	FIRESTONE	9.5L-15	8		$0.00	$116.03	15%	$98.63
382333	AG TRACTOR	FARM	FIRESTONE	5-12	4		$0.00	$58.08	15%	$49.37
382350	AG TRACTOR	FARM	FIRESTONE	6.00-16	4		$0.00	$125.39	15%	$106.58
382367	AG TRACTOR	FARM	FIRESTONE	6-12	4		$0.00	$71.85	15%	$61.08
382401	AG TRACTOR	FARM	FIRESTONE	6-14	4		$0.00	$83.46	15%	$70.94
382384	AG TRACTOR	FARM	FIRESTONE	7-14	4		$0.00	$113.20	15%	$96.22
382418	AG TRACTOR	FARM	FIRESTONE	7-16	6		$0.00	$150.83	15%	$128.22
382435	AG TRACTOR	FARM	FIRESTONE	8-16	6		$0.00	$165.42	15%	$140.61
325015	ALL NON-SKD FRM	FARM	FIRESTONE	13.50-16.1	10		$0.00	$602.62	15%	$512.26
310514	ALL NON-SKD FRM	FARM	FIRESTONE	16.5L-16.1	6		$0.00	$584.38	15%	$496.75
317365	ALL NON-SKD FRM	FARM	FIRESTONE	16.5L-16.1	10		$0.00	$786.67	15%	$668.70
351857	ALL NON-SKD II	FARM	FIRESTONE	28L-26	12		$0.00	$2,387.12	15%	$2,029.17
362085	ALL NON-SKD II	FARM	FIRESTONE	28L-26	16		$0.00	$2,661.08	15%	$2,262.04
306193	ALL NON-SKD TRC	FARM	FIRESTONE	13.6-28	6		$0.00	$822.38	15%	$699.06
359556	ALL NON-SKD TRC	FARM	FIRESTONE	14.9-24	6		$0.00	$816.56	15%	$694.12
351709	ALL NON-SKD TRC	FARM	FIRESTONE	16.9-24	6		$0.00	$957.79	15%	$814.17
358789	ALL NON-SKD TRC	FARM	FIRESTONE	16.9-24	10		$0.00	$1,157.31	15%	$983.77
315958	ALL NON-SKD TRC	FARM	FIRESTONE	18.4-26	6		$0.00	$1,247.63	15%	$1,060.54
369753	ALL NON-SKD TRC	FARM	FIRESTONE	18.4-26	12		$0.00	$1,617.71	15%	$1,375.13
323527	ALL NON-SKD TRC	FARM	FIRESTONE	23.1-26	12		$0.00	$1,858.35	15%	$1,579.69
345377	ALL NON-SKD TRC	FARM	FIRESTONE	23.1-26	8		$0.00	$1,526.21	15%	$1,297.35
322296	ALL NON-SKD TRC	FARM	FIRESTONE	24.5-32	12		$0.00	$2,935.02	15%	$2,494.90
360384	ALL NON-SKD TRC	FARM	FIRESTONE	24.5-32	16		$0.00	$4,308.45	15%	$3,662.38
351008	ALL NON-SKD TRC	FARM	FIRESTONE	28L-26	12		$0.00	$2,220.06	15%	$1,887.15
362220	ALL NON-SKD TRC	FARM	FIRESTONE	28L-26	16		$0.00	$2,586.63	15%	$2,198.76
357758	ALL NON-SKD TRC	FARM	FIRESTONE	30.5L-32	16		$0.00	$4,233.16	15%	$3,598.39
359904	ALL NON-SKD TRC	FARM	FIRESTONE	30.5L-32	14		$0.00	$3,461.79	15%	$2,942.68
357820	ALL NON-SKD TRC	FARM	FIRESTONE	35.5L-32	20		$0.00	$6,775.74	15%	$5,759.70
351733	ALL NON-SKD TRC	FARM	FIRESTONE	8.3-24	4		$0.00	$453.41	15%	$385.42
306096	ALL NON-SKD TRC	FARM	FIRESTONE	9.5-24	4		$0.00	$449.05	15%	$381.71
351849	ALL TRC UTIL	FARM	FIRESTONE	14.9-24	8		$0.00	$800.46	NET	$578.86
358584	ALL TRC UTIL	FARM	FIRESTONE	14.9-24	12		$0.00	$1,136.06	NET	$821.58
309281	ALL TRC UTIL	FARM	FIRESTONE	16.9-24	8		$0.00	$863.27	NET	$624.30
315486	ALL TRC UTIL	FARM	FIRESTONE	17.5L-24	8		$0.00	$906.12	NET	$655.28
351040	ALL TRC UTIL	FARM	FIRESTONE	420/70-24	6		$0.00	$936.47	NET	$677.23
357847	CH GD GR 3-R SS	FARM	FIRESTONE	10.00-16	8		$0.00	$369.60	15%	$314.18
357855	CH GD GR 3-R SS	FARM	FIRESTONE	11.00-16	8		$0.00	$439.05	15%	$373.21
357898	CH GD GR 4-R SS	FARM	FIRESTONE	10.00-16	8		$0.00	$366.98	15%	$311.95
357901	CH GD GR 4-R SS	FARM	FIRESTONE	11.00-16	8		$0.00	$441.29	15%	$375.11
359440	CH GG 3R HD	FARM	FIRESTONE	11.00-24	12		$0.00	$825.43	15%	$701.65
354449	CH GG 3R HD	FARM	FIRESTONE	14L-16.1	8		$0.00	$637.34	15%	$541.77
350877	CH GG 3-RIB	FARM	FIRESTONE	10.00-16	8		$0.00	$278.79	15%	$236.99
350885	CH GG 3-RIB	FARM	FIRESTONE	11.00-16	8		$0.00	$345.60	15%	$293.78
375142	CH GG 3-RIB	FARM	FIRESTONE	11L-15	8		$0.00	$266.53	15%	$226.56
374700	CH GG 3-RIB	FARM	FIRESTONE	6.00-16	6		$0.00	$135.76	15%	$115.41
374683	CH GG 3-RIB	FARM	FIRESTONE	6.50-16	6		$0.00	$150.36	15%	$127.81
374751	CH GG 3-RIB	FARM	FIRESTONE	7.50-16	8		$0.00	$199.83	15%	$169.87
352594	CH GG 3-RIB	FARM	FIRESTONE	7.50-20	6		$0.00	$297.07	15%	$252.52
339814	CH GG 4-RIB	FARM	FIRESTONE	10.00-16	8		$0.00	$236.63	15%	$201.15
339849	CH GG 4-RIB	FARM	FIRESTONE	10.00-16	6		$0.00	$334.29	15%	$284.17
339865	CH GG 4-RIB	FARM	FIRESTONE	10.00-16	8		$0.00	$257.76	15%	$219.11
368750	CH GG 4-RIB	FARM	FIRESTONE	10.00-16	10		$0.00	$434.58	15%	$369.42
339873	CH GG 4-RIB	FARM	FIRESTONE	11.00-16	8		$0.00	$345.01	15%	$293.28
342602	CH GG 4-RIB	FARM	FIRESTONE	11.00-16	12		$0.00	$600.82	15%	$510.73
376570	CH GG 4-RIB	FARM	FIRESTONE	11L-15	8		$0.00	$249.72	15%	$212.28
359432	CH GG 4-RIB	FARM	FIRESTONE	14L-16.1	12		$0.00	$712.56	15%	$605.71
365537	CH GG 4-RIB	FARM	FIRESTONE	14L-16.1	8		$0.00	$677.27	15%	$575.71
339938	CH GG 4-RIB	FARM	FIRESTONE	16.5L-16.1	8		$0.00	$926.58	15%	$787.64
374717	CH GG 4-RIB	FARM	FIRESTONE	7.50-16	8		$0.00	$207.34	15%	$176.25
375227	CH GG 4-RIB	FARM	FIRESTONE	9.5L-15	8		$0.00	$253.22	15%	$215.25
342920	CH GG SR	FARM	FIRESTONE	5.50-16	4		$0.00	$201.28	15%	$171.10
322687	CH GG TRACHD	FARM	FIRESTONE	14L-16.1	10		$0.00	$694.32	15%	$590.21
379885	CH SP GR	FARM	FIRESTONE	13.6-38	6		$0.00	$1,164.59	15%	$989.96
000917	CH SP GR	FARM	FIRESTONE	13.6-46	6		$0.00	$2,299.94	15%	$1,955.05
352837	CH SP GR	FARM	FIRESTONE	14.9-24	8		$0.00	$1,350.09	15%	$1,147.64
359610	CH SP GR	FARM	FIRESTONE	14.9-24	12		$0.00	$1,604.47	15%	$1,363.88
311219	CH SP GR	FARM	FIRESTONE	15.5-38	6		$0.00	$859.88	15%	$730.94
326712	CH SP GR	FARM	FIRESTONE	16.9-26	10		$0.00	$1,412.90	15%	$1,201.03
326445	CH SP GR	FARM	FIRESTONE	18.4-26	10		$0.00	$1,436.93	15%	$1,221.45
342432	CH SP GR	FARM	FIRESTONE	18.4-30	10		$0.00	$2,340.16	15%	$1,989.24
358274	CH SP GR	FARM	FIRESTONE	18.4-30	6		$0.00	$1,487.69	15%	$1,264.61
311154	CH SP GR	FARM	FIRESTONE	18.4-34	6		$0.00	$1,474.33	15%	$1,253.25
311448	CH SP GR	FARM	FIRESTONE	18.4-38	8		$0.00	$1,736.62	15%	$1,476.21
311529	CH SP GR	FARM	FIRESTONE	20.8-38	10		$0.00	$2,280.34	15%	$1,938.40

BRIDGESTONE

2015 WSCA PRICING

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Material Number	TIRE PATTERN	TIRE TYPE	BRAND	SIZE	PLY	LOAD INDEX	FET	11/1/2014 GOVERNMENT CATALOG PRICE	2015 STANDARD DISCOUNTS/ NET	STATE OF ARIZONA PRICES
351970	CH SP GR	FARM	FIRESTONE	20.8-38	14		$0.00	$3,678.54	15%	$3,126.93
362647	CH SP GR	FARM	FIRESTONE	23.1-26	10		$0.00	$2,442.04	15%	$2,075.85
311189	CH SP GR	FARM	FIRESTONE	23.1-30	8		$0.00	$2,445.86	15%	$2,079.08
311626	CH SP GR	FARM	FIRESTONE	24.5-32	10		$0.00	$2,935.02	15%	$2,494.90
358282	CH SP GR	FARM	FIRESTONE	28L-26	12		$0.00	$3,294.35	15%	$2,800.35
379868	CH SP GR	FARM	FIRESTONE	28L-26	16		$0.00	$3,294.35	15%	$2,800.35
358231	CH SP GR	FARM	FIRESTONE	30.5L-32	14		$0.00	$3,854.61	15%	$3,276.60
358258	CH SP GR	FARM	FIRESTONE	35.5L-32	12		$0.00	$7,218.48	15%	$6,136.05
000898	DEST FARM	FARM	FIRESTONE	VF255/70R22.5		146D	$0.00	$482.31	15%	$409.99
000896	DEST FARM	FARM	FIRESTONE	VF265/70R19.5		146D	$0.00	$569.46	15%	$484.06
000895	DEST FARM	FARM	FIRESTONE	VF285/70R19.5		150D	$0.00	$607.07	15%	$516.04
001581	DESTINATION FARM	FARM	FIRESTONE	VF245/70R19.5		142D	$0.00	$464.87	15%	$395.16
000543	DESTINATION FARM	FARM	FIRESTONE	IF240/80R15		121D	$0.00	$218.31	15%	$185.56
000544	DESTINATION FARM	FARM	FIRESTONE	IF265/85R15		121D	$0.00	$249.89	15%	$212.42
000410	DESTINATION FARM	FARM	FIRESTONE	IF280/70R15		128D	$0.00	$252.05	15%	$214.26
000555	DESTINATION FARM	FARM	FIRESTONE	VF245/70R19.5		134D	$0.00	$375.76	15%	$319.42
000554	DESTINATION FARM	FARM	FIRESTONE	VF295/75R22.5		145D	$0.00	$478.68	15%	$406.90
000582	DESTINATION FARM	FARM	FIRESTONE	VF385/65R22.5		158D	$0.00	$677.97	15%	$576.31
000583	DESTINATION FARM	FARM	FIRESTONE	VF445/65R22.5		169D	$0.00	$831.60	15%	$706.90
001583	DESTINATION FARM	FARM	FIRESTONE	VF295/75R22.5	14	151D	$0.00	$530.05	15%	$450.57
000899	DESTINATION FARM	FARM	FIRESTONE	VF385/65R22.5		163D	$0.00	$867.90	15%	$737.76
001584	DESTINATION FARM	FARM	FIRESTONE	VF445/65R22.5		174D	$0.00	$1,103.65	15%	$938.15
313424	DUO RIB PLANT	FARM	FIRESTONE	7.50-20	4		$0.00	$364.79	15%	$310.09
325864	DUO RIB PLANT	FARM	FIRESTONE	7.60-15	6		$0.00	$225.70	15%	$191.86
360503	DURAFORCE DT	FARM	FIRESTONE	395/55D16.5NHS	12		$0.00	$699.56	NET	$505.91
361666	DURAFORCE ND	FARM	FIRESTONE	355/70D17.5NHS	10		$0.00	$798.71	NET	$577.60
361682	DURAFORCE ND	FARM	FIRESTONE	385/65D19.5NHS	12		$0.00	$1,116.86	NET	$807.68
361720	DURAFORCE ND	FARM	FIRESTONE	445/65D22.5NHS	16		$0.00	$2,017.82	NET	$1,459.23
350028	FARM IMP	FARM	FIRESTONE	11L-14	8		$0.00	$213.06	15%	$181.11
339482	FARM IMP	FARM	FIRESTONE	11L-15	12		$0.00	$238.44	15%	$202.69
339547	FARM IMP	FARM	FIRESTONE	11L-15	8		$0.00	$163.89	15%	$139.31
359831	FARM IMP	FARM	FIRESTONE	11L-16	8		$0.00	$240.66	15%	$204.57
339598	FARM IMP	FARM	FIRESTONE	12.5L-15	10		$0.00	$250.19	15%	$212.67
354538	FARM IMP	FARM	FIRESTONE	12.5L-15	12		$0.00	$298.69	15%	$253.90
378457	FARM IMP	FARM	FIRESTONE	12.5L-15	18		$0.00	$336.92	15%	$286.40
339474	FARM IMP	FARM	FIRESTONE	12.5L-16	8		$0.00	$305.27	15%	$259.49
339490	FARM IMP	FARM	FIRESTONE	12.5L-16	12		$0.00	$343.94	15%	$292.37
356840	FARM IMP	FARM	FIRESTONE	12.5L-16	14		$0.00	$375.82	15%	$319.46
354686	FARM IMP	FARM	FIRESTONE	14L-16.1	8		$0.00	$459.87	15%	$390.91
365520	FARM IMP	FARM	FIRESTONE	14L-16.1	12		$0.00	$532.52	15%	$452.67
376876	FARM IMP	FARM	FIRESTONE	14L-16.1	14		$0.00	$539.66	15%	$458.73
339636	FARM IMP	FARM	FIRESTONE	16.5L-16.1	10		$0.00	$518.63	15%	$440.86
342483	FARM IMP	FARM	FIRESTONE	16.5L-16.1	14		$0.00	$742.52	15%	$631.18
379460	FARM IMP	FARM	FIRESTONE	27X8.50-15	8		$0.00	$299.70	15%	$254.76
357804	FARM IMP	FARM	FIRESTONE	27X9.50-15	8		$0.00	$282.27	15%	$239.94
339288	FARM IMP	FARM	FIRESTONE	5.90-15	4		$0.00	$133.67	15%	$113.62
339199	FARM IMP	FARM	FIRESTONE	6.00-16	6		$0.00	$146.35	15%	$124.41
339296	FARM IMP	FARM	FIRESTONE	6.70-15	4		$0.00	$135.24	15%	$114.96
375652	FARM IMP	FARM	FIRESTONE	6.70-15	6		$0.00	$132.80	15%	$112.89
339326	FARM IMP	FARM	FIRESTONE	7.50-20	6		$0.00	$344.03	15%	$292.44
339369	FARM IMP	FARM	FIRESTONE	7.60-15	8		$0.00	$156.39	15%	$132.94
339148	FARM IMP	FARM	FIRESTONE	8.5L-14	6		$0.00	$160.88	15%	$136.76
358940	FARM IMP	FARM	FIRESTONE	9.5L-14	8		$0.00	$162.49	15%	$138.13
339377	FARM IMP	FARM	FIRESTONE	9.5L-15	8		$0.00	$164.99	15%	$140.25
355860	FARM IMP	FARM	FIRESTONE	9.5L-15	12		$0.00	$231.35	15%	$196.66
362034	FARM IMP SS	FARM	FIRESTONE	5.90-15	4		$0.00	$164.29	15%	$139.66
329614	FARM TIRE	FARM	FIRESTONE	10.00-15	8		$0.00	$262.41	15%	$223.06
325848	FARM TIRE	FARM	FIRESTONE	21.5L-16.1	14		$0.00	$1,111.66	15%	$944.97
359777	FARM TIRE L	FARM	FIRESTONE	19L-16.1	12		$0.00	$812.25	15%	$690.45
318507	FARM TIRE L	FARM	FIRESTONE	21.5L-16.1	10		$0.00	$928.41	15%	$789.20
304743	FIELD & ROAD	FARM	FIRESTONE	11.2-28	4		$0.00	$458.79	15%	$389.99
361623	FIELD & ROAD	FARM	FIRESTONE	11.2-28	6		$0.00	$572.36	15%	$486.53
304808	FIELD & ROAD	FARM	FIRESTONE	11.2-36	4		$0.00	$611.19	15%	$519.54
304832	FIELD & ROAD	FARM	FIRESTONE	11.2-38	4		$0.00	$555.05	15%	$471.82
304816	FIELD & ROAD	FARM	FIRESTONE	12.4-36	4		$0.00	$828.61	15%	$704.36
304840	FIELD & ROAD	FARM	FIRESTONE	12.4-38	4		$0.00	$595.92	15%	$506.56
304921	FIELD & ROAD	FARM	FIRESTONE	12.4-38	6		$0.00	$824.24	15%	$700.64
354805	FIELD & ROAD	FARM	FIRESTONE	12.4-38	8		$0.00	$914.28	15%	$777.18
304824	FIELD & ROAD	FARM	FIRESTONE	13.6-36	4		$0.00	$834.98	15%	$709.77
304794	FIELD & ROAD	FARM	FIRESTONE	9.5-32	4		$0.00	$628.04	15%	$533.86
314420	FLOT 23	FARM	FIRESTONE	31X15.50-15	8		$0.00	$468.34	NET	$338.69
328057	FLOT 23	FARM	FIRESTONE	48X25.00-20	10		$0.00	$2,640.43	15%	$2,244.49
361984	FLOT 23	FARM	FIRESTONE	48X31.00-20	14		$0.00	$2,925.36	15%	$2,486.69
375465	FLOT 23	FARM	FIRESTONE	66X43.00-25	20		$0.00	$6,248.10	15%	$5,311.16

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358304	FLOT 23 DT	FARM	FIRESTONE	42X25.00-20	12		$0.00	$2,840.07	15%	$2,414.19
344184	FLOT 23 DT	FARM	FIRESTONE	48X25.00-20	10		$0.00	$2,985.63	15%	$2,537.92
361976	FLOT 23 DT	FARM	FIRESTONE	48X31.00-20	14	150B	$0.00	$3,520.37	15%	$2,992.48
352055	FLOT 23 DT	FARM	FIRESTONE	54X37.00-25	12		$0.00	$4,701.39	15%	$3,996.40
340693	FLOT 23 DT	FARM	FIRESTONE	66X43.00-25	10		$0.00	$5,901.38	15%	$5,016.45
358312	FLOT 23 DT	FARM	FIRESTONE	66X43.00-25	16	170B	$0.00	$7,085.61	15%	$6,023.10
358835	FLOT 23 DT	FARM	FIRESTONE	73X44.00-32	16		$0.00	$9,769.85	15%	$8,304.83
359866	FLOT 23 DT	FARM	FIRESTONE	76X50.00-32	16		$0.00	$12,905.30	15%	$10,970.12
359702	FLOT 23 DT	FARM	FIRESTONE	76X50.00-32	20		$0.00	$13,292.46	15%	$11,299.22
371674	FLOT ALL TR WTP	FARM	FIRESTONE	66X44.00-25	20		$0.00	$8,959.73	15%	$7,616.20
360422	FLOT FR	FARM	FIRESTONE	48X25.00-20	12	149B	$0.00	$2,681.01	15%	$2,278.98
360430	FLOT FR	FARM	FIRESTONE	48X31.00-20	14	150B	$0.00	$3,078.20	15%	$2,616.61
364653	FLOT IMP	FARM	FIRESTONE	600/55-22.5	16		$0.00	$1,975.37	15%	$1,679.16
359033	FLOT IMP	FARM	FIRESTONE	700/50-22.5	16		$0.00	$2,050.39	15%	$1,742.93
365622	FLT SUPER AT	FARM	FIRESTONE	215/65D14		84A8	$0.00	$213.88	15%	$181.80
365350	FLT SUPER AT	FARM	FIRESTONE	265/55D16.5		93A8	$0.00	$278.22	15%	$236.50
365384	FLT SUPER AT	FARM	FIRESTONE	320/55D16.5		102A8	$0.00	$361.69	15%	$307.45
365639	FLT SUPER AT	FARM	FIRESTONE	380/70D19.5		122A8	$0.00	$613.98	15%	$521.91
365418	FLT SUPER AT	FARM	FIRESTONE	460/60D24		128A8	$0.00	$949.53	15%	$807.15
375278	GG 3-RIB	FARM	FIRESTONE	5.00-15	4		$0.00	$119.86	15%	$101.88
374666	GG 3-RIB	FARM	FIRESTONE	7.5L-15	6		$0.00	$152.93	15%	$130.00
374581	HIGHWAY SPECIAL	FARM	FIRESTONE	11L-15FI	F		$0.00	$308.78	15%	$262.48
374564	HIGHWAY SPECIAL	FARM	FIRESTONE	12.5L-15FI	F		$0.00	$399.54	15%	$339.63
374598	HIGHWAY SPECIAL	FARM	FIRESTONE	9.5L-15FI	E		$0.00	$263.52	15%	$224.01
316024	INDUSTRIAL SPC	FARM	FIRESTONE	11L-15	8		$0.00	$257.37	NET	$186.13
326011	INDUSTRIAL SPC	FARM	FIRESTONE	11L-15	10		$0.00	$302.29	NET	$218.61
323004	NON DIR DUP FRM	FARM	FIRESTONE	40X19-19.5	14		$0.00	$1,852.01	15%	$1,574.30
000584	PERFORMER 65	FARM	FIRESTONE	540/65R30		150D	$0.00	$1,933.25	15%	$1,643.35
000546	PERFORMER 65	FARM	FIRESTONE	540/65R34		152D	$0.00	$2,135.17	15%	$1,814.99
382180	PERFORMER 70	FARM	FIRESTONE	360/70R28		125D	$0.00	$1,551.55	15%	$1,318.89
379341	PERFORMER 70	FARM	FIRESTONE	380/70R24		125D	$0.00	$1,528.63	15%	$1,299.41
000627	PERFORMER 70	FARM	FIRESTONE	380/70R28		127D	$0.00	$1,562.08	15%	$1,327.84
379188	PERFORMER 70	FARM	FIRESTONE	420/70R24		130D	$0.00	$1,743.55	15%	$1,482.10
381551	PERFORMER 70	FARM	FIRESTONE	480/70R24		138D	$0.00	$1,981.39	15%	$1,684.27
379324	PERFORMER 70	FARM	FIRESTONE	480/70R34		143D	$0.00	$2,754.87	15%	$2,341.77
379358	PERFORMER 70	FARM	FIRESTONE	480/70R38		145D	$0.00	$3,096.43	15%	$2,632.11
379919	PERFORMER 70	FARM	FIRESTONE	520/70R38		150D	$0.00	$3,171.13	15%	$2,695.61
002062	PERFORMER 70	FARM	FIRESTONE	480/70R30		141D	$0.00	$2,372.92	15%	$2,017.10
003516	PERFORMER 70	FARM	FIRESTONE	520/70R34		148D	$0.00	$2,813.16	15%	$2,391.32
000547	PERFORMER 85	FARM	FIRESTONE	280/85R24		115D	$0.00	$1,092.59	15%	$928.75
000585	PERFORMER 85	FARM	FIRESTONE	320/85R24		122D	$0.00	$1,195.41	15%	$1,016.15
000588	PERFORMER 85	FARM	FIRESTONE	320/85R28		124D	$0.00	$1,326.87	15%	$1,127.91
000550	PERFORMER 85	FARM	FIRESTONE	340/85R28		127D	$0.00	$1,498.42	15%	$1,273.73
000549	PERFORMER 85	FARM	FIRESTONE	380/85R24		131D	$0.00	$1,537.51	15%	$1,306.96
000589	PERFORMER 85	FARM	FIRESTONE	380/85R28		133D	$0.00	$1,420.12	15%	$1,207.17
000401	PERFORMER 85	FARM	FIRESTONE	380/85R30		135D	$0.00	$1,974.78	15%	$1,678.66
000599	PERFORMER 85	FARM	FIRESTONE	420/85R24		137D	$0.00	$1,992.61	15%	$1,693.82
000600	PERFORMER 85	FARM	FIRESTONE	420/85R28		139D	$0.00	$2,104.54	15%	$1,788.96
000548	PERFORMER 85	FARM	FIRESTONE	420/85R30		140D	$0.00	$2,202.54	15%	$1,872.26
000598	PERFORMER 85	FARM	FIRESTONE	420/85R38		144D	$0.00	$2,577.08	15%	$2,190.64
000601	PERFORMER 85	FARM	FIRESTONE	460/85R30		145D	$0.00	$2,521.18	15%	$2,143.12
000585	PERFORMER 85	FARM	FIRESTONE	460/85R34		147D	$0.00	$2,552.16	15%	$2,169.45
000587	PERFORMER 85	FARM	FIRESTONE	460/85R38		149D	$0.00	$2,834.73	15%	$2,409.66
382078	PERFORMER 85	FARM	FIRESTONE	460/85R42		150D	$0.00	$3,388.80	15%	$2,880.64
000602	PERFORMER 85	FARM	FIRESTONE	520/85R38		155D	$0.00	$2,964.80	15%	$2,520.22
000628	PERFORMER 85	FARM	FIRESTONE	520/85R42		157D	$0.00	$3,618.14	15%	$3,075.59
000804	PERFORMER 85	FARM	FIRESTONE	340/85R24		125D	$0.00	$1,360.63	15%	$1,156.60
369685	PULLER 2000	FARM	FIRESTONE	24.5-32	HP		$0.00	$5,634.21	15%	$4,789.34
361992	PULLER 2000	FARM	FIRESTONE	30.5L-32	HP		$0.00	$6,065.87	15%	$5,156.27
310069	PWR IMP ND	FARM	FIRESTONE	5.00-15	4		$0.00	$150.31	15%	$127.77
340561	PWR IMPLEMENT	FARM	FIRESTONE	12.5L-15	8		$0.00	$382.12	NET	$276.33
342688	PWR IMPLEMENT	FARM	FIRESTONE	13.50-16.1	8		$0.00	$623.22	15%	$529.77
340618	PWR IMPLEMENT	FARM	FIRESTONE	16.5L-16.1	6		$0.00	$844.87	NET	$610.99
342467	PWR IMPLEMENT	FARM	FIRESTONE	16.5L-16.1	10		$0.00	$967.59	NET	$699.73
359408	PWR IMPLEMENT	FARM	FIRESTONE	21.5L-16.1	8		$0.00	$1,312.63	15%	$1,115.80
359416	PWR IMPLEMENT	FARM	FIRESTONE	21.5L-16.1	14		$0.00	$1,613.05	15%	$1,371.17
340529	PWR IMPLEMENT	FARM	FIRESTONE	7.60-15	6		$0.00	$202.25	15%	$171.92
343323	RAD AT 23	FARM	FIRESTONE	14.9R46			$0.00	$2,201.94	15%	$1,871.75
379375	RAD AT 23	FARM	FIRESTONE	23.1R26		166B	$0.00	$2,834.13	15%	$2,409.14
352969	RAD AT 23	FARM	FIRESTONE	23.1R34	1*	151A8	$0.00	$3,363.99	15%	$2,859.55
352926	RAD AT 23	FARM	FIRESTONE	24.5R32	1*	154A8	$0.00	$3,314.79	15%	$2,817.73
356204	RAD AT 23	FARM	FIRESTONE	30.5LR32	3*		$0.00	$3,909.88	15%	$3,323.58
352829	RAD AT 23	FARM	FIRESTONE	420/80R46	3*	151A8	$0.00	$2,717.02	15%	$2,309.60
371640	RAD AT 23	FARM	FIRESTONE	420/80R46	4*	161B	$0.00	$3,424.62	15%	$2,911.08

BRIDGESTONE

2015 WSCA PRICING

4/1/2015 - 3/31/2016

Material Number	TIRE PATTERN	TIRE TYPE	BRAND	SIZE	PLY	LOAD INDEX	FET	11/1/2014 GOVERNMENT CATALOG PRICE	2015 STANDARD DISCOUNTS/ NET	STATE OF ARIZONA PRICES
379120	RAD AT 23	FARM	FIRESTONE	420/85R38		144A8	$0.00	$1,798.20	15%	$1,528.56
362341	RAD AT 23	FARM	FIRESTONE	480/80R38		149A8	$0.00	$1,611.76	15%	$1,370.07
362324	RAD AT 23	FARM	FIRESTONE	480/80R42		151A8	$0.00	$2,011.42	15%	$1,709.80
364092	RAD AT 23	FARM	FIRESTONE	480/80R42		154A8	$0.00	$2,460.64	15%	$2,091.66
362273	RAD AT 23	FARM	FIRESTONE	480/80R46		158A8	$0.00	$2,141.84	15%	$1,820.66
372269	RAD AT 23	FARM	FIRESTONE	480/80R46	3*	158B	$0.00	$2,083.95	15%	$1,771.46
362392	RAD AT 23	FARM	FIRESTONE	480/85R34		149A8	$0.00	$1,789.82	15%	$1,521.43
362375	RAD AT 23	FARM	FIRESTONE	520/85R38		155A8	$0.00	$2,009.91	15%	$1,708.52
362358	RAD AT 23	FARM	FIRESTONE	520/85R42		157A8	$0.00	$2,281.21	15%	$1,939.14
369600	RAD AT 23	FARM	FIRESTONE	520/85R42		165A8	$0.00	$2,395.36	15%	$2,036.17
362800	RAD AT 23	FARM	FIRESTONE	900/60R32		176A8	$0.00	$5,642.25	15%	$4,796.18
380395	RAD AT 23	FARM	FIRESTONE	IF520/85R34		168B	$0.00	$3,090.27	15%	$2,626.87
000558	RAD AT 23	FARM	FIRESTONE	IF420/80R46		167B	$0.00	$3,676.38	15%	$3,125.10
000556	RAD AT DT	FARM	FIRESTONE	VF750/65R26		177B	$0.00	$3,612.42	15%	$3,070.73
340456	RAD AT FWD	FARM	FIRESTONE	14.9R26	3*		$0.00	$1,456.00	15%	$1,237.67
340405	RAD AT FWD	FARM	FIRESTONE	16.9R24	2*	134A8	$0.00	$1,598.52	15%	$1,358.82
340421	RAD AT FWD	FARM	FIRESTONE	18.4R26	2*		$0.00	$1,738.44	15%	$1,477.76
362545	RAD AT FWD	FARM	FIRESTONE	340/85R28		127A8	$0.00	$1,108.05	15%	$941.90
362562	RAD AT FWD	FARM	FIRESTONE	380/85R28		133A8	$0.00	$1,317.67	15%	$1,120.08
362596	RAD AT FWD	FARM	FIRESTONE	380/85R30		135A8	$0.00	$1,323.73	15%	$1,125.23
362630	RAD AT FWD	FARM	FIRESTONE	380/85R34		137A8	$0.00	$1,738.73	15%	$1,478.00
372286	RAD AT FWD	FARM	FIRESTONE	380/85R34	3*	137B	$0.00	$1,458.29	15%	$1,239.61
379290	RAD AT FWD	FARM	FIRESTONE	380/85R34		145A8	$0.00	$1,832.27	15%	$1,557.52
362528	RAD AT FWD	FARM	FIRESTONE	420/85R26		138A8	$0.00	$1,634.08	15%	$1,389.04
362579	RAD AT FWD	FARM	FIRESTONE	420/85R28		139A8	$0.00	$1,325.78	15%	$1,126.98
362613	RAD AT FWD	FARM	FIRESTONE	420/90R30		142A8	$0.00	$1,501.78	15%	$1,276.58
352527	RAD CH SP GR	FARM	FIRESTONE	16.9R28	2*	136A8	$0.00	$2,383.90	15%	$2,026.43
359386	RAD CH SP GR	FARM	FIRESTONE	16.9R30	3*	141A8	$0.00	$2,139.29	15%	$1,818.49
352748	RAD CH SP GR	FARM	FIRESTONE	18.4R28	2*		$0.00	$2,756.66	15%	$2,343.29
353140	RAD CH SP GR	FARM	FIRESTONE	18.4R38	2*		$0.00	$2,084.04	15%	$1,771.53
353167	RAD CH SP GR	FARM	FIRESTONE	20.8R38	2*	153A8	$0.00	$2,577.18	15%	$2,190.73
363004	RAD CH SP GR	FARM	FIRESTONE	320/90R46		148A8	$0.00	$1,864.54	15%	$1,584.95
369668	RAD CH SP GR	FARM	FIRESTONE	480/70R34		146A8	$0.00	$2,735.85	15%	$2,325.60
371198	RAD CH SP GR	FARM	FIRESTONE	520/85R42	4*	157A8	$0.00	$2,861.06	15%	$2,432.03
371215	RAD CH SP GR	FARM	FIRESTONE	520/85R42		165A8	$0.00	$3,428.53	15%	$2,914.42
369651	RAD CH SP GR	FARM	FIRESTONE	520/85R46		158A8	$0.00	$3,230.95	15%	$2,746.46
354767	RADIAL 23	FARM	FIRESTONE	15.5R38	1*	125A8	$0.00	$1,066.90	15%	$906.92
354740	RADIAL 23	FARM	FIRESTONE	18.4R34	1*		$0.00	$1,513.57	15%	$1,286.60
359823	RADIAL 23	FARM	FIRESTONE	18.4R38	2*	146A8	$0.00	$1,515.05	15%	$1,287.86
362212	RADIAL 23	FARM	FIRESTONE	18.4R42	3*		$0.00	$1,888.56	15%	$1,605.36
362204	RADIAL 23	FARM	FIRESTONE	20.8R38	2*		$0.00	$1,889.31	15%	$1,606.00
355399	RADIAL 23	FARM	FIRESTONE	20.8R42	2*		$0.00	$2,143.51	15%	$1,822.09
365027	RADIAL 4000	FARM	FIRESTONE	280/70R18		114A8	$0.00	$717.19	15%	$609.64
356263	RADIAL 9000	FARM	FIRESTONE	230/95R48	9*	134A8	$0.00	$1,499.43	15%	$1,274.58
359211	RADIAL 9000	FARM	FIRESTONE	290/95R34		131A8	$0.00	$1,486.90	15%	$1,263.93
359238	RADIAL 9000	FARM	FIRESTONE	320/65R34		133A8	$0.00	$1,568.88	15%	$1,333.62
359092	RADIAL 9000	FARM	FIRESTONE	320/85R38		143A8	$0.00	$1,665.20	15%	$1,415.50
360074	RADIAL 9000	FARM	FIRESTONE	320/85R38		138A8	$0.00	$1,491.11	15%	$1,267.52
359106	RADIAL 9000	FARM	FIRESTONE	320/90R42		139A8	$0.00	$1,922.32	15%	$1,634.06
357774	RADIAL 9000	FARM	FIRESTONE	320/90R46		148A8	$0.00	$1,919.72	15%	$1,631.86
358118	RADIAL 9000	FARM	FIRESTONE	320/90R50		148A8	$0.00	$2,263.45	15%	$1,924.04
359939	RADIAL 9000	FARM	FIRESTONE	380/90R46		152A8	$0.00	$2,234.19	15%	$1,899.17
362050	RADIAL 9000	FARM	FIRESTONE	380/90R50		151A8	$0.00	$2,707.69	15%	$2,301.67
362069	RADIAL 9000	FARM	FIRESTONE	350/90R54	4*	152A8	$0.00	$3,126.78	15%	$2,657.91
365673	RADIAL 9000	FARM	FIRESTONE	480/65R24		140A8	$0.00	$1,721.21	15%	$1,463.11
361763	RADIAL 9000	FARM	FIRESTONE	480/70R34	4*	155A8	$0.00	$2,648.93	15%	$2,251.72
359165	RADIAL 9000	FARM	FIRESTONE	540/65R24		140A8	$0.00	$2,143.18	15%	$1,821.81
363055	RADIAL 9000	FARM	FIRESTONE	540/65R30		150A8	$0.00	$2,250.95	15%	$1,913.41
361933	RADIAL 9000	FARM	FIRESTONE	600/65R38	3*	165A8	$0.00	$3,157.29	15%	$2,683.85
000403	RADIAL 9000	FARM	FIRESTONE	650/65R38		166D	$0.00	$3,361.01	15%	$2,857.02
358185	RADIAL 9000	FARM	FIRESTONE	650/65R38		157A8	$0.00	$3,361.01	15%	$2,857.02
359394	RADIAL 9000	FARM	FIRESTONE	900/50R42		168A8	$0.00	$6,545.82	15%	$5,564.25
362919	RADIAL 9100	FARM	FIRESTONE	380/105R50		168A8	$0.00	$3,160.92	15%	$2,686.93
362681	RADIAL ALL TRACTION DT	FARM	FIRESTONE	320/85R24	2*	122A8	$0.00	$1,092.16	15%	$928.39
358339	RADIAL ALL TRACTION DT	FARM	FIRESTONE	320/90R54	5*	149A8	$0.00	$2,656.47	15%	$2,258.12
362698	RADIAL ALL TRACTION DT	FARM	FIRESTONE	340/85R24	2*	125A8	$0.00	$1,206.93	15%	$1,025.95
360171	RADIAL ALL TRACTION DT	FARM	FIRESTONE	380/80R38		142A8	$0.00	$1,826.62	15%	$1,552.71
362715	RADIAL ALL TRACTION DT	FARM	FIRESTONE	380/85R24	2*	131A8	$0.00	$1,346.16	15%	$1,144.30
364551	RADIAL ALL TRACTION DT	FARM	FIRESTONE	380/85R30		135A8	$0.00	$1,576.18	15%	$1,339.83
364585	RADIAL ALL TRACTION DT	FARM	FIRESTONE	380/85R34		137A8	$0.00	$1,674.67	15%	$1,423.55
360155	RADIAL ALL TRACTION DT	FARM	FIRESTONE	420/85R34		147A8	$0.00	$1,957.83	15%	$1,664.24
372133	RADIAL ALL TRACTION DT	FARM	FIRESTONE	420/85R34	3*	147B	$0.00	$1,754.47	15%	$1,491.38
364602	RADIAL ALL TRACTION DT	FARM	FIRESTONE	420/90R30		145A8	$0.00	$1,711.58	15%	$1,454.92
351563	RADIAL ALL TRACTION DT	FARM	FIRESTONE	480/70R28	2*	A8	$0.00	$2,130.55	15%	$1,811.07

BRIDGESTONE

2015 WSCA PRICING

4/1/2015 - 3/31/2016

Material Number	TIRE PATTERN	TIRE TYPE	BRAND	SIZE	PLY	LOAD INDEX	FET	11/1/2014 GOVERNMENT CATALOG PRICE	2015 STANDARD DISCOUNTS/ NET	STATE OF ARIZONA PRICES
355569	RADIAL ALL TRACTION DT	FARM	FIRESTONE	480/70R30	4	152A8	$0.00	$2,178.37	15%	$1,851.72
362732	RADIAL ALL TRACTION DT	FARM	FIRESTONE	480/80R30		145A8	$0.00	$2,110.84	15%	$1,794.31
360058	RADIAL ALL TRACTION DT	FARM	FIRESTONE	600/65R28	2*	147A8	$0.00	$2,757.06	15%	$2,343.63
371266	RADIAL ALL TRACTION DT	FARM	FIRESTONE	600/65R28	3*	154A8	$0.00	$2,981.77	15%	$2,534.65
000907	RADIAL ALL TRACTION DT	FARM	FIRESTONE	600/70R28		164B	$0.00	$3,188.89	15%	$2,710.71
360163	RADIAL ALL TRACTION DT	FARM	FIRESTONE	600/70R30		152A8	$0.00	$2,331.91	15%	$1,982.23
362307	RADIAL ALL TRACTION DT	FARM	FIRESTONE	600/70R30		162A8	$0.00	$2,448.50	15%	$2,081.34
356271	RADIAL ALL TRACTION DT	FARM	FIRESTONE	620/70R42	2*	160A8	$0.00	$3,177.35	15%	$2,700.90
374479	RADIAL ALL TRACTION DT	FARM	FIRESTONE	620/70R42		166A8	$0.00	$3,415.66	15%	$2,903.47
361925	RADIAL ALL TRACTION DT	FARM	FIRESTONE	650/75R32		172A8	$0.00	$3,285.05	15%	$2,792.45
355542	RADIAL ALL TRACTION DT	FARM	FIRESTONE	710/70R38		166A8	$0.00	$3,735.44	15%	$3,175.30
358320	RADIAL ALL TRACTION DT	FARM	FIRESTONE	710/70R42		168A8	$0.00	$4,632.43	15%	$3,937.78
000906	RADIAL ALL TRACTION DT	FARM	FIRESTONE	750/65R26		169B	$0.00	$3,081.81	15%	$2,619.68
376791	RADIAL ALL TRACTION DT	FARM	FIRESTONE	750/65R26		166B	$0.00	$3,002.51	15%	$2,552.27
357685	RADIAL ALL TRACTION DT	FARM	FIRESTONE	800/65R32		172A8	$0.00	$4,353.19	15%	$3,700.42
375958	RADIAL ALL TRACTION DT	FARM	FIRESTONE	900/75R32		184B	$0.00	$6,472.08	15%	$5,501.57
378627	RADIAL ALL TRACTION DT	FARM	FIRESTONE	IF380/80R38		149B	$0.00	$2,100.61	15%	$1,785.62
374513	RADIAL ALL TRACTION DT	FARM	FIRESTONE	IF420/85R34		152B	$0.00	$2,251.50	15%	$1,913.88
378882	RADIAL ALL TRACTION DT	FARM	FIRESTONE	IF420/85R38		153B	$0.00	$2,092.29	15%	$1,778.54
381585	RADIAL ALL TRACTION DT	FARM	FIRESTONE	IF580/80R34		172B	$0.00	$3,200.01	15%	$2,720.16
375703	RADIAL ALL TRACTION DT	FARM	FIRESTONE	IF600/70R30		159B	$0.00	$2,681.68	15%	$2,279.56
377539	RADIAL ALL TRACTION DT	FARM	FIRESTONE	IF620/75R30		142D	$0.00	$2,815.78	15%	$2,393.54
378219	RADIAL ALL TRACTION DT	FARM	FIRESTONE	IF710/70R38		178B	$0.00	$4,295.76	15%	$3,651.60
373697	RADIAL ALL TRACTION DT	FARM	FIRESTONE	IF710/70R42	3*	179B	$0.00	$5,327.29	15%	$4,528.45
378542	RADIAL ALL TRACTION DT	FARM	FIRESTONE	IF710/75R42		181B	$0.00	$5,593.65	15%	$4,754.87
382486	RADIAL ALL TRACTION DT	FARM	FIRESTONE	650/75R32		172D	$0.00	$3,919.60	15%	$3,331.85
382469	RADIAL ALL TRACTION DT	FARM	FIRESTONE	800/65R32		172D	$0.00	$4,394.95	NET	$3,413.83
000629	RADIAL ALL TRACTION RC	FARM	FIRESTONE	IF380/90R46		168D	$0.00	$2,301.22	15%	$1,956.14
380412	RADIAL ALL TRACTION RC	FARM	FIRESTONE	VF380/90R46		173D	$0.00	$3,226.89	15%	$2,743.01
000905	RADIAL ALL TRACTION RC	FARM	FIRESTONE	IF380/105R50		177D	$0.00	$3,953.96	15%	$3,361.05
379171	RADIAL ANS	FARM	FIRESTONE	800/60R32		175B	$0.00	$4,377.72	15%	$3,721.26
362749	RADIAL DEEP TREAD 23	FARM	FIRESTONE	480/80R38	2*	149A8	$0.00	$1,772.94	15%	$1,507.08
362409	RADIAL DEEP TREAD 23	FARM	FIRESTONE	480/80R42		151A8	$0.00	$2,212.57	15%	$1,880.79
364058	RADIAL DEEP TREAD 23	FARM	FIRESTONE	480/80R42		154A8	$0.00	$2,706.71	15%	$2,300.83
362256	RADIAL DEEP TREAD 23	FARM	FIRESTONE	480/80R46		158A8	$0.00	$2,356.02	15%	$2,002.73
360090	RADIAL DEEP TREAD 23	FARM	FIRESTONE	480/80R50		159A8	$0.00	$3,802.95	15%	$3,232.69
372150	RADIAL DEEP TREAD 23	FARM	FIRESTONE	480/80R50	3*	159B	$0.00	$3,028.39	15%	$2,574.27
362766	RADIAL DEEP TREAD 23	FARM	FIRESTONE	520/85R38	2*	155A8	$0.00	$2,210.90	15%	$1,879.37
362426	RADIAL DEEP TREAD 23	FARM	FIRESTONE	520/85R42		157A8	$0.00	$2,509.33	15%	$2,133.05
381823	RADIAL DEEP TREAD 23	FARM	FIRESTONE	520/85R42		165A8	$0.00	$3,164.21	15%	$2,689.73
362851	RADIAL DEEP TREAD 23	FARM	FIRESTONE	520/85R46		158A8	$0.00	$3,632.92	15%	$3,088.15
382452	RADIAL DEEP TREAD 23	FARM	FIRESTONE	580/85R42		166B	$0.00	$3,191.33	15%	$2,712.78
000922	RADIAL DEEP TREAD 23	FARM	FIRESTONE	650/85R38		173D	$0.00	$4,464.25	15%	$3,794.82
362987	RADIAL DEEP TREAD 23	FARM	FIRESTONE	650/85R38		173A8	$0.00	$4,339.28	15%	$3,688.60
359548	RADIAL DEEP TREAD 23	FARM	FIRESTONE	800/70R38		173A8	$0.00	$5,721.77	15%	$4,863.77
378525	RADIAL DEEP TREAD 23	FARM	FIRESTONE	800/70R38		181B	$0.00	$6,479.21	15%	$5,507.63
374496	RADIAL DEEP TREAD 23	FARM	FIRESTONE	IF480/80R50		166B	$0.00	$4,373.41	15%	$3,717.60
375635	RADIAL DEEP TREAD 23	FARM	FIRESTONE	IF480/95R50		165B	$0.00	$5,414.67	15%	$4,602.72
378610	RADIAL DEEP TREAD 23	FARM	FIRESTONE	IF520/85R46		165B	$0.00	$4,177.86	15%	$3,551.38
378746	RADIAL DEEP TREAD 23	FARM	FIRESTONE	IF800/70R38		179B	$0.00	$6,580.02	15%	$5,593.33
000928	RADIAL DEEP TREAD 23	FARM	FIRESTONE	IF300/70R38CFO		184B	$0.00	$7,253.68	15%	$6,165.97
376162	RADIAL DEEP TREAD 23	FARM	FIRESTONE	IF850/75R42		186B	$0.00	$7,625.04	15%	$6,481.65
380446	RADIAL DEEP TREAD 23	FARM	FIRESTONE	IF1250/50R32CFO		201B	$0.00	$15,638.19	15%	$13,293.20
318523	RIB DUPLEX FARM	FARM	FIRESTONE	36X16-17.5	8		$0.00	$1,074.93	15%	$913.74
361968	RIB DUPLEX FARM	FARM	FIRESTONE	36X16-17.5	14		$0.00	$1,558.62	15%	$1,324.90
358622	RIB IMP HF	FARM	FIRESTONE	31X13.50-15	12		$0.00	$563.18	15%	$478.73
359025	RIB IMP S STOMP	FARM	FIRESTONE	31X13.50-15	10		$0.00	$611.55	15%	$519.85
324221	RIB IMPLEMENT	FARM	FIRESTONE	11.25-24	8		$0.00	$585.60	15%	$497.76
355534	RIB IMPLEMENT	FARM	FIRESTONE	11.25-24	12		$0.00	$723.15	15%	$614.71
326453	RIB IMPLEMENT	FARM	FIRESTONE	11.25-28	12		$0.00	$1,025.31	15%	$871.56
355518	RIB IMPLEMENT	FARM	FIRESTONE	31X13.50-15	8		$0.00	$419.52	15%	$356.61
375346	RIB IMPLEMENT	FARM	FIRESTONE	5.00-15	4		$0.00	$117.81	15%	$100.15
356212	RIB IMPLEMENT	FARM	FIRESTONE	9.00-24	8		$0.00	$486.61	15%	$413.64
365163	SAT II 23	FARM	FIRESTONE	11.2-24	4		$0.00	$433.12	15%	$368.17
365180	SAT II 23	FARM	FIRESTONE	11.2-24	8		$0.00	$419.23	15%	$356.36
365299	SAT II 23	FARM	FIRESTONE	12.4-24	4		$0.00	$490.43	15%	$416.89
372541	SAT II 23	FARM	FIRESTONE	12.4-24	8		$0.00	$574.55	15%	$488.39
365452	SAT II 23	FARM	FIRESTONE	12.4-28	6		$0.00	$491.14	15%	$417.49
372575	SAT II 23	FARM	FIRESTONE	13.6-24	8		$0.00	$833.00	15%	$708.09
365265	SAT II 23	FARM	FIRESTONE	13.6-28	6		$0.00	$566.36	15%	$481.44
365061	SAT II 23	FARM	FIRESTONE	14.9-24	6		$0.00	$640.20	15%	$544.20
373238	SAT II 23	FARM	FIRESTONE	14.9-24	8		$0.00	$737.40	15%	$626.83
365078	SAT II 23	FARM	FIRESTONE	14.9-28	6		$0.00	$636.25	15%	$540.84
372524	SAT II 23	FARM	FIRESTONE	15.5-38	8		$0.00	$794.22	15%	$675.12

BRIDGESTONE

2015 WSCA PRICING

4/1/2015 - 3/31/2016

Material Number	TIRE PATTERN	TIRE TYPE	BRAND	SIZE	PLY	LOAD INDEX	FET	11/1/2014 GOVERNMENT CATALOG PRICE	2015 STANDARD DISCOUNTS/ NET	STATE OF ARIZONA PRICES
365469	SAT II 23	FARM	FIRESTONE	16.9-28	6		$0.00	$810.12	15%	$688.64
365282	SAT II 23	FARM	FIRESTONE	16.9-30	6		$0.00	$780.61	15%	$663.56
372626	SAT II 23	FARM	FIRESTONE	18.4-30	8		$0.00	$1,002.44	15%	$852.12
372592	SAT II 23	FARM	FIRESTONE	18.4-34	8		$0.00	$933.64	15%	$793.63
372507	SAT II 23	FARM	FIRESTONE	18.4-38	8		$0.00	$1,022.66	15%	$869.31
367237	SAT II 23	FARM	FIRESTONE	20.8-38	8		$0.00	$1,438.52	15%	$1,222.81
365571	SAT II 23	FARM	FIRESTONE	200/85D14		88A8	$0.00	$286.06	15%	$243.16
365401	SAT II 23	FARM	FIRESTONE	250/85D16.5		110A8	$0.00	$413.19	15%	$351.23
376808	SAT II 23	FARM	FIRESTONE	9.5-16	4	A8	$0.00	$434.41	15%	$369.27
371351	SAT II 23	FARM	FIRESTONE	9.5-24	6		$0.00	$370.81	15%	$315.21
355577	SUP ALL TRAC 23	FARM	FIRESTONE	12.4-38	14		$0.00	$1,658.00	15%	$1,409.38
343587	SUP ALL TRAC 23	FARM	FIRESTONE	16.9-38	8		$0.00	$1,318.84	15%	$1,121.07
343560	SUP ALL TRAC 23	FARM	FIRESTONE	18.4-34	8		$0.00	$980.32	15%	$833.32
343676	SUP ALL TRAC 23	FARM	FIRESTONE	18.4-34	12		$0.00	$1,078.35	15%	$916.65
343595	SUP ALL TRAC 23	FARM	FIRESTONE	18.4-38	8		$0.00	$1,136.29	15%	$965.90
343641	SUP ALL TRAC 23	FARM	FIRESTONE	18.4-42	10		$0.00	$1,699.71	15%	$1,444.83
343579	SUP ALL TRAC 23	FARM	FIRESTONE	20.8-34	8		$0.00	$1,777.14	15%	$1,510.65
343609	SUP ALL TRAC 23	FARM	FIRESTONE	20.8-38	8		$0.00	$1,530.34	15%	$1,300.86
343633	SUP ALL TRAC 23	FARM	FIRESTONE	20.8-38	10		$0.00	$1,700.37	15%	$1,445.40
343668	SUP ALL TRAC 23	FARM	FIRESTONE	20.8-42	10		$0.00	$1,736.24	15%	$1,475.89
352388	SUP ALL TRAC 23	FARM	FIRESTONE	20.8-42	14		$0.00	$1,929.16	15%	$1,639.88
344052	SUP ALL TRAC 23	FARM	FIRESTONE	23.1-26	12		$0.00	$1,958.35	15%	$1,664.69
344095	SUP ALL TRAC 23	FARM	FIRESTONE	23.1-26	8		$0.00	$1,780.31	15%	$1,513.34
362460	SUP ALL TRAC 23	FARM	FIRESTONE	23.1-26	14		$0.00	$2,211.01	15%	$1,879.46
344109	SUP ALL TRAC 23	FARM	FIRESTONE	23.1-34	8		$0.00	$2,269.72	15%	$1,929.37
344079	SUP ALL TRAC 23	FARM	FIRESTONE	24.5-32	12		$0.00	$2,441.90	15%	$2,075.73
344060	SUP ALL TRAC 23	FARM	FIRESTONE	28L-26	12		$0.00	$2,484.94	15%	$2,112.32
351938	SUP ALL TRAC 23	FARM	FIRESTONE	28L-26	14		$0.00	$3,669.42	15%	$3,119.18
344087	SUP ALL TRAC 23	FARM	FIRESTONE	30.5L-32	12		$0.00	$3,292.47	15%	$2,798.76
351067	SUP ALL TRAC 23	FARM	FIRESTONE	30.5L-32	14		$0.00	$3,706.36	15%	$3,150.58
351075	SUP ALL TRAC 23	FARM	FIRESTONE	30.5L-32	16		$0.00	$3,932.13	15%	$3,342.50
343927	SUP ALL TRAC FW	FARM	FIRESTONE	13.6-28	10		$0.00	$862.32	15%	$733.01
343897	SUP ALL TRAC FW	FARM	FIRESTONE	14.9-26	10		$0.00	$1,291.95	15%	$1,098.22
343935	SUP ALL TRAC FW	FARM	FIRESTONE	14.9-28	10		$0.00	$1,174.04	15%	$997.99
343951	SUP ALL TRAC FW	FARM	FIRESTONE	14.9-30	10		$0.00	$1,272.00	15%	$1,081.26
343900	SUP ALL TRAC FW	FARM	FIRESTONE	16.9-26	10		$0.00	$1,497.24	15%	$1,272.72
343943	SUP ALL TRAC FW	FARM	FIRESTONE	16.9-28	10		$0.00	$1,299.70	15%	$1,104.81
343846	SUP ALL TRAC FW	FARM	FIRESTONE	18.4-26	6		$0.00	$1,050.38	15%	$892.87
343919	SUP ALL TRAC FW	FARM	FIRESTONE	18.4-26	10		$0.00	$1,374.90	15%	$1,168.73
363038	SUP ALL TRAC HD	FARM	FIRESTONE	520/85D38		173A8	$0.00	$3,088.87	15%	$2,625.69
365588	SUP TRAC DUP	FARM	FIRESTONE	215/65D14		104A8	$0.00	$232.21	NET	$167.92
350672	SUP TRAC LOAD	FARM	FIRESTONE	27X8.50-15	6		$0.00	$216.64	NET	$156.66
345202	TRAC F&R	FARM	FIRESTONE	12.4-16	4		$0.00	$587.61	15%	$499.49
357987	TRAC F&R	FARM	FIRESTONE	12.4-24	12		$0.00	$950.48	15%	$807.96
355097	TRAC F&R	FARM	FIRESTONE	12.4-42	6		$0.00	$1,009.70	15%	$858.30
358630	TRAC F&R	FARM	FIRESTONE	12.4-42	10		$0.00	$1,186.84	15%	$1,008.87
361917	TRAC F&R	FARM	FIRESTONE	13.6-28	12		$0.00	$895.74	15%	$761.43
338036	TRAC F&R	FARM	FIRESTONE	13.6-38	4		$0.00	$749.62	15%	$637.22
338087	TRAC F&R	FARM	FIRESTONE	13.6-38	6		$0.00	$823.67	15%	$700.16
345288	TRAC F&R	FARM	FIRESTONE	14.9-26	6		$0.00	$756.86	15%	$643.36
338516	TRAC F&R	FARM	FIRESTONE	14.9-38	6		$0.00	$966.41	15%	$821.50
359505	TRAC F&R	FARM	FIRESTONE	16.9-24	8		$0.00	$847.09	15%	$720.07
355119	TRAC F&R	FARM	FIRESTONE	16.9-26	6		$0.00	$1,121.69	15%	$953.49
338141	TRAC F&R	FARM	FIRESTONE	16.9-38	6		$0.00	$1,091.68	15%	$927.98
359564	TRAC F&R	FARM	FIRESTONE	18.4-16.1	8		$0.00	$1,028.70	15%	$874.45
338494	TRAC F&R	FARM	FIRESTONE	18.4-28	6		$0.00	$1,197.75	15%	$1,018.14
338613	TRAC F&R	FARM	FIRESTONE	23.1-30	8		$0.00	$1,860.72	15%	$1,581.70
364857	TRAC F&R	FARM	FIRESTONE	23.1-30	12		$0.00	$2,203.95	15%	$1,873.46
351644	TRAC F&R	FARM	FIRESTONE	8.3-24	4		$0.00	$342.65	15%	$291.27
338443	TRAC F&R	FARM	FIRESTONE	9.5-36	4		$0.00	$691.46	15%	$587.78
338532	TRAC F&R	FARM	FIRESTONE	9.5-42	6		$0.00	$863.16	15%	$733.73
356190	TURF & FIELD	FARM	FIRESTONE	19.5L-24	10		$0.00	$1,558.74	NET	$1,127.24
312770	TURF & FIELD	FARM	FIRESTONE	21.5L-16.1	6		$0.00	$1,087.08	15%	$924.07
355887	TURF & FIELD	FARM	FIRESTONE	21.5L-16.1	10		$0.00	$1,479.76	NET	$1,070.12
359785	TURF & FIELD	FARM	FIRESTONE	29X12.00-15	6		$0.00	$375.85	15%	$319.49
354856	TURF & FIELD	FARM	FIRESTONE	31X13.50-15	8		$0.00	$484.63	15%	$411.96
351776	TURF & FIELD	FARM	FIRESTONE	9.5-16	6		$0.00	$454.97	15%	$386.74
362190	TURF & FIELD SS	FARM	FIRESTONE	31X13.50-15	10		$0.00	$604.27	15%	$513.65
345210	TURF & FLD 7-R	FARM	FIRESTONE	13.6-16	4		$0.00	$545.83	15%	$463.98
344869	FARM SVC DIA	FARM	BRIDGESTONE	11.2-24	4		$0.00	$623.67	15%	$530.15
344699	FARM SVC DIA	FARM	BRIDGESTONE	6-12	4		$0.00	$130.25	15%	$110.72
344362	FARM SVC DIA	FARM	BRIDGESTONE	6-14	4		$0.00	$136.34	15%	$115.89
378695	FARM SVC LUG-16	FARM	BRIDGESTONE	8.3-22	6		$0.00	$540.60	15%	$459.53
344443	FARM SVC LUG-M	FARM	BRIDGESTONE	5-14	4		$0.00	$140.52	15%	$119.45

BRIDGESTONE

2015 WSCA PRICING

4/1/2015 - 3/31/2016

Material Number	TIRE PATTERN	TIRE TYPE	BRAND	SIZE	PLY	LOAD INDEX	FET	11/1/2014 GOVERNMENT CATALOG PRICE	2015 STANDARD DISCOUNTS/ NET	STATE OF ARIZONA PRICES
344494	FARM SVC LUG-M	FARM	BRIDGESTONE	8-16	4		$0.00	$145.11	15%	$123.35
355925	FARM SVC LUG-M	FARM	BRIDGESTONE	8-18	6		$0.00	$143.74	15%	$122.18
363752	FARM SVC LUG-M	FARM	BRIDGESTONE	9.5-22	6		$0.00	$603.98	15%	$513.41
344648	FARM SVC RIB	FARM	BRIDGESTONE	4.50-10	4		$0.00	$136.91	15%	$116.38
344575	PILLOW DIA	FARM	BRIDGESTONE	212/80D15	4		$0.00	$327.03	15%	$277.99
344591	PILLOW DIA	FARM	BRIDGESTONE	24X8.50-14	4		$0.00	$249.57	15%	$212.15
344982	PILLOW DIA	FARM	BRIDGESTONE	355/80D20	4		$0.00	$874.49	15%	$743.36

File #: 15-412, **Version:** 1

AUTHORIZATION TO ENTER INTO A LICENSE AGREEMENT WITH ARROWHEAD TOWNE CENTER, LLC, FOR THE LOCATION OF A TRANSIT CENTER FACILITY

Staff Contact: Jack Friedline, Director, Public Works

Purpose and Recommended Action

This is a request for City Council to authorize the Acting City Manager to enter into a 10-year license agreement with Arrowhead Towne Center, LLC, for the purpose of locating a transit center facility at Arrowhead Towne Center, and to authorize the Acting City Manager to extend the agreement, at his/her discretion, an additional 10 years, expending up to $428,200 in fees and maintenance expenses over the 20-year life of the agreement.

Background

As part of the regional transit system, Glendale and regional transportation plans have identified the need for a transit center facility in north Glendale.

A 2007 study confirmed this need due to the convergence of multiple transit routes in the area of Loop 101 and Bell Road, as well as the lack of adequate infrastructure to support existing transit service. Three local routes currently serve the north Glendale area. As part of the north Glendale Transit Facilities project, a study was completed by the city's consultant to determine the optimal location for the transit center. The analysis, along with several public meetings and outreach opportunities during the study, clearly identified Arrowhead Towne Center as the preferred location for the transit center.

Analysis

The location of the transit center will be on the north side of the mall, adjacent to the AMC theaters, which is the same area the city has been using as a pick-up and drop-off location for transit users since the mall opened in the early 1990s. City staff engaged Arrowhead Towne Center management in the early stages of the project, and has been working with them to ensure the design and concept of the transit center is acceptable and fits in with the mall renovation project currently in progress. Final design of the transit center has been completed, and a Request for Bids for construction of the facility was advertised with three bids submitted.

Arrowhead Towne Center, LLC will allow the city to use the area for a $10.00 fee per year. The initial term of the agreement will be for ten years, with the option of extending the agreement for one additional ten-year term. As an additional condition of this agreement, the city will be required to contribute to the cost of maintaining the inner loop road in front of the transit center area over the term of the agreement.

At current service levels, there are 163 buses that arrive and depart from the location each weekday. On Saturdays, Sundays and holidays there are 88 buses per day that service the mall. The weight of the buses, combined with the turning movements made on the road, increases the wear and tear of the asphalt, requiring more frequent maintenance of the asphalt. In an effort to mitigate ongoing future maintenance costs, as well as address stakeholder concerns, the city evaluated various options which included replacing the inner loop road asphalt with concrete material, increasing the pavement section by adding additional sub-base material, and more frequent maintenance of the current pavement. The most acceptable solution to all parties, including area utility owners, is to increase the pavement section. The city will fund this cost entirely per the agreement requirements. All other future pavement treatments are shared with the mall at a 60/40 percent split, with Glendale paying the 60 percent portion. Arrowhead Towne Center, LLC is in agreement with this maintenance plan.

Previous Related Council Action

On January 27, 2015, Council approved a professional services agreement with Dick & Fritsche Design Group, Inc. (DFDG) for the final design of the transit center located at Arrowhead Towne Center.

On August 14, 2012, Council approved the Professional Services Agreement with DFDG for planning and preliminary design services for the North Glendale Park-and-Ride/Transit Center project.

Community Benefit/Public Involvement

Construction of the transit center will encourage transit use by the public at Arrowhead Towne Center. Over 75,000 boardings occur each year at the mall. These boardings are a combination of transit users going to the mall to work and passengers utilizing the retail opportunities that Arrowhead Towne Center provides. A dedicated transit center at the mall will ensure that transit users have a safe and convenient location to access the mall for shopping and employment, and this long-term license agreement with Macerich will ensure continued and uninterrupted transit service at the mall for many years to come.

Budget and Financial Impacts

It is estimated that over the 20-year life of this agreement, Glendale's share of the costs for road maintenance will total approximately $428,000. Public Works staff will work with Macerich to develop a schedule for future maintenance activities and will submit supplemental budget requests during the appropriate fiscal years' budget processes. These maintenance costs will be paid from the GO Transportation Program CIP Operating and Maintenance budget. The $10.00 annual license fee for the use of this area will come from the GO Transportation Program operating budget.

LICENSE AGREEMENT
(City of Glendale, Arizona – Arrowhead Towne Center)

THIS TRANSIT STATION LICENSE AGREEMENT ("**Agreement**") is made and entered into this _____ day of _____, 2015 (the "**Effective Date**"), by and between Arrowhead Towne Center LLC, a Delaware limited liability company ("**Licensor**") and the City of Glendale, a municipal corporation ("**Licensee**").

W I T N E S S E T H:

In consideration of the mutual covenants hereinafter set forth, Licensor and Licensee agree as follows:

1. **LICENSED PREMISES.**

1.1 Licensor hereby licenses to Licensee the right to use, in common with others on a non-exclusive basis, that certain portion of the parking lot and the common area of the commercial project commonly referred to as Arrowhead Towne Center located in the City of Glendale, State of Arizona (the "**Center**") as depicted in Exhibit A attached hereto (the "**Licensed Premises**"), subject to the terms and conditions provided herein.

2. **TERM.**

2.1 The initial term ("**Term**") of this Agreement will commence on the Effective Date (the "**Commencement Date**") and shall terminate on [INSERT DATE THAT IS 10 YEARS FROM THE EFFECTIVE DATE] (the "**Termination Date**") unless sooner terminated as provided herein.

2.2 Licensee shall have the option ("**Option to Extend Term**") to renew this License for one (1) additional ten (10) year term ("**Extended Term**") upon all of the same terms, covenants and conditions contained in this Agreement, provided that, (a) Licensee submits written notice to Licensor at least nine (9) months' prior to the Termination Date and (b) Licensee performs a Base and Asphalt Upgrade to the Inner Ring Road (if necessary in the sole discretion of Licensor) and replaces the Improvements, subject to any additional or supplemental terms or conditions as may be mutually agreed to by the parties hereto in writing. The Option to Extend Term is personal to Licensee named in the introductory paragraph above. If Licensee effects a transfer prior to exercising the Option to Extend Term, then the Option to Extend Term shall lapse. If Licensee effects a transfer after the exercise of the Option to Extend Term, but prior to the commencement of the Extended Term, the Option to Extend Term shall lapse and this Agreement shall expire as if the Option to Extend Term had not been exercised. If Licensee effects a transfer during the Extended Term in accordance with Section 17.1 hereof, this Agreement will not expire due to such transfer. Licensee shall not have the right to exercise the Option to Extend Term at any time while Licensee is delinquent in the payment of any Fees or otherwise in default of this Agreement.

3. **USE OF LICENSED PREMISES; OWNERSHIP OF IMPROVEMENTS.**

3.1 Licensee shall use the Licensed Premises for the following purposes, subject to the terms and conditions provided herein: (1) to demolish the existing bus structure

("**Demolition**"); (2) to construct and/or install improvements on the Licensed Premises consisting of removal and replacement of parking lot pavement with concrete and associated drive lanes, sidewalks, landscaping, modification of access to and extension of underground utilities, ramps and curb cuts (collectively, the "**Parking Lot Improvements**") as well as two transit hub structures with four (4) canopy areas and two (2) canopy areas respectively, and associated foundations and columns, signage, automated ticket machines, benches, lighting and other furnishings (collectively, the "**Structures**") as depicted on the preliminary design drawings attached hereto as Exhibit B (the Parking Lot Improvements and Structures are collectively referred to herein as the "**Improvements**"); and (3) to operate bus service on the Licensed Premises to and from the entries and exits of the Center, and along the designated route, all as delineated on Exhibit A, for its buses and related vehicular transit purposes; and for no other purpose without the prior written consent of Licensor. The license granted hereunder with respect to the Licensed Premises delineated as "Park and Ride License" on Exhibit A attached hereto (the "**Park and Ride License**") shall terminate on the date that the City of Glendale Park and Ride facility opens to the general public. Licensee's bus service on the Licensed Premises shall be limited at all times to six (6) bus service routes (four (4) local bus service routes and two (2) express routes), or in the event that the Park and Ride License terminates pursuant to the preceding sentence, four (4) local bus service routes. Licensee may not add additional bus routes or any express route to or on the Licensed Premises without the prior written consent of Licensor, which may be withheld in Licensor's sole discretion. There shall be no more than six (6) buses on the Licensed Premises at any one time. Buses may not stage or layover on the Licensed Premises for over 40 minutes and there shall be no overnight parking of buses on the Licensed Premises or other areas of the Center. Buses may not stage or layover anywhere on the Licensed Premises except within the area delineated as "Layover Area" on Exhibit A attached hereto, and may stop at designated bus stops only for such periods as are reasonably necessary for the deposit and pickup of passengers.

3.2 Licensee confirms that it has (a) inspected the Licensed Premises; (b) accepted the Licensed Premises for use "AS IS" with no representation or warranty by or on behalf of Licensor as to the condition or suitability of the Licensed Premises or of the Center for Licensee's use thereof; and (c) agreed that Licensor has no obligation to improve, maintain or repair the Licensed Premises or the Center unless said obligation is expressly set forth in this Agreement.

3.3 Licensee shall promptly, at its sole cost and expense, comply with all applicable laws, statutes, ordinances, codes, requirements, rules and regulations now or hereafter in force of all governmental authorities ("**Laws**") affecting the Licensed Premises, the Improvements and Licensee's activities in the Center.

3.4 Licensee shall not place or permit placement of any written printed or other materials in, on or adjacent to the Structures (including but not limited to advertising, signs, symbols, banners, handbills, cell towers and artwork) without the prior written consent of Licensor, except that Licensee has the right to display standard City of Glendale transit bus timetables and maps of the transit system inside the Structures.

3.5 During the Term and Extended Term, the Improvements constructed upon the Licensed Premises shall be the property of Licensee, subject to all of the terms and conditions herein. Licensor, its occupants, permittees and invitees and Licensee's permittees and

invitees shall have the right to use the Improvements in common with Licensee on a non-exclusive basis. Licensee shall have no right to remove or alter the Improvements without the Licensor's prior written consent.

4. **TERMINATION OF AGREEMENT.**

4.1 Licensor or Licensee, at each of their sole discretion, at any time during the Term, may terminate this Agreement as to all or any portion of the Licensed Premises by giving written notice to the other (the "**Termination Notice**"). This Agreement shall terminate with respect to all or such portion of the Licensed Premises ninety (90) days from the date the Termination Notice is received by the non-terminating party (the "**Early Termination Date**").

4.2 At the end of the Term, effective as of the Early Termination Date and the Termination Date (as applicable) or on the date of any other earlier termination of this Agreement in accordance with this Agreement, Licensee shall remise, release, quitclaim and surrender the Licensed Premises and the Parking Lot Improvements to the Licensor free and clear of all encumbrances and forever release and discharge Licensor or its successors or assigns from any and all claims, demands or causes of action whatsoever against Licensor or its successors or assigns arising out of or in connection with this Agreement. Upon the Termination Date, the Early Termination Date (if exercised by Licensee) or the date of any other earlier termination of this Agreement in accordance with this Agreement, Licensee agrees to promptly remove the Structures at its sole cost and expense and restore the former Structure sites to their condition which existed upon the completion of the Parking Lot Improvements, reasonable wear and tear excepted. Additionally, on the Termination Date, Early Termination Date or the date of any other earlier termination of this Agreement, the right of Licensee to travel upon or otherwise use the Licensed Premises will cease.

4.3 In the event Licensor terminates this Agreement as to all or any portion of the Licensed Premises pursuant to this Section 4 within the first ten (10) years of the Term, Licensor shall pay to Licensee within ninety (90) days following the Early Termination Date, the Reimbursement Amount (as defined below) with respect to the Improvements on the Licensed Premises as to which this Agreement has terminated. The "**Reimbursement Amount**" means the lesser of the unamortized (a) actual costs of construction of all or any component of the Improvements or (b) the amount set forth on the Scope of Work (as defined below) for all or any component of the Improvements, using a ten (10) year straight line schedule beginning with the amount set forth in (a) or (b) above, as applicable, and ending with the Improvements having a value of $0.00. At completion of construction of the Improvements, Licensee shall provide to Licensor reasonable documentation evidencing the actual cost of construction of the Improvements (including a breakdown of cost of each component of the Improvements) and Licensee's payment thereof.

5. **FEES AND BILLING PERIOD.**

5.1 Licensee shall pay to Licensor as a license fee for the Licensed Premises at such place or places Licensor may designate from time to time and without notice, demand, offset or deduction, in lawful money of the United States of America, the sum of $10.00 per annum ("**Fees**"), due on the first day of July of each year of the Term. Unless Licensor

notifies Licensee otherwise, all payment of Fees shall be made payable and sent to: Arrowhead Towne Center LLC, P.O. Box 511256, Los Angeles, CA 90051-7811.

6. **CONSTRUCTION OF IMPROVEMENTS.**

6.1 **Demolition and Construction of Improvements.** Licensee shall be permitted to perform the Demolition and construct the Improvements on the Licensed Premises subject to the terms and conditions provided herein. Licensee shall cause the Demolition and construction of the Improvements to be performed at its sole cost and expense by a licensed contractor in a good and workmanlike manner and in compliance with all applicable laws, including, without limitation, the Americans with Disabilities Act of 1990 (as amended or as may be amended, the "**ADA**"), and in accordance with the Construction Schedule and the Approved Plans (each as defined herein) each approved in writing by Licensor. Licensee shall be responsible, at its sole cost and expense, for any improvements necessary to the path of travel from the Improvements to the Center to comply with the ADA. Licensee shall restore to their original condition any areas adjacent to the Improvements damaged by Licensee's construction activities.

6.2 **Licensor's Approval of Scope of Work, Design and Location of Improvements.** Prior to Demolition and construction of the Improvements, Licensee shall provide to Licensor (a) a detailed scope of work for Demolition and construction of the Improvements including a cost breakdown for each component of the Demolition and the Improvements (the "**Scope of Work**") and (b) plans and specifications for the design of the Improvements and the location of the Improvements ("**Plans**"). Licensor will not unreasonably delay its review of such Scope of Work and Plans, and will either approve or disapprove the Scope of Work and Plans no later than thirty (30) days after the Scope of Work and Plans are submitted to Licensor. Licensor has the right to approve the Scope of Work and the Plans in its sole and reasonable discretion before Demolition or construction begins, including any changes, modifications or supplements to the Scope of Work and Plans previously approved by Licensor (the "**Approved Scope of Work**" and the "**Approved Plans**").

6.3 **Licensor's Right to Construct the Improvements.** Licensee acknowledges that Licensor intends to perform certain renovations in and around the Licensed Premises (the "**Licensor Renovations**"). Licensor reserves the right to perform the Demolition or construct any portion of the Improvements in connection with the Licensor Renovations or otherwise. If Licensor so elects, Licensor shall provide Licensee with written notice of the Demolition that it elects to perform or the portion of the Improvements that it elects to construct prior to Licensee's commencement of Demolition or construction of such portion of the Improvements. Within thirty (30) days after request therefor, Licensee shall pay to Licensor all reasonable costs and expenses related to the Demolition or the portion of the Improvements constructed or to be constructed by Licensee in the amounts set forth on the Approved Scope of Work.

6.4 **Construction Schedule.**

a. Licensee shall perform the Demolition and construct the Improvements in accordance with the Approved Plans and the construction schedule approved in writing by Licensor prior to commencement of construction (the "**Approved Construction Schedule**"), subject to Force Majeure (as defined below). In no

event shall Licensee perform any Demolition, construction or renovations during the months of November and December.

b. As used herein, "**Force Majeure**" means any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, acts of war or terrorism, inability to obtain services, labor, or materials or reasonable substitutes therefor, governmental actions (excluding actions of Licensee or any agency or instrumentality of Licensee), civil commotions, fire or other casualty, in each case if due to a cause beyond the reasonable control of the party obligated to perform. A Force Majeure event shall excuse the performance of such party for a period equal to any such prevention, delay or stoppage and, therefore, if this Agreement specifies a time period for performance of an obligation of a party, that time period shall be extended by the period of any delay in such party's performance caused by a Force Majeure (subject to any limitations expressly provided herein). A cause shall not be deemed beyond a party's control if it is within the control of such party's agents, employees or contractors.

c. Licensee shall provide Licensor with weekly progress reports relating to the Demolition and the construction of the Improvements and shall immediately notify Licensor of any delay in Demolition or construction and the impact of such delay on the Approved Construction Schedule.

d. In the event that there is any delay in Demolition or construction of the Improvements that, based upon the progress reports and in the sole discretion of Licensor, could result in or actually results in construction work extending beyond November 1, 2015, Licensee's commencing or continuing such construction work shall be subject to the prior written approval of Licensor and Licensor may impose any conditions on such construction in its sole and absolute discretion, including, without limitation, that Licensee cease such work and remove all materials from the Center all at Licensee's sole cost and expense.

6.5 **Construction Staging and Traffic Control During Construction.** Prior to commencement of Demolition and construction of the Improvements, Licensee shall submit to Licensor for approval and Licensor shall approve in writing a construction staging plan for the manner of delivery and proposed location of construction materials and equipment and a traffic control plan during construction.

6.6 **Liens.** Licensee agrees to keep the Licensed Premises free and clear of any mechanics' or materialmens' liens for labor performed or materials furnished at the instance or request of Licensee or anyone claiming under Licensee.

6.7 **Alterations.** Any alterations, modifications or relocation of all or any portion of the Improvements requires the prior written consent of Licensor and shall be performed at Licensee's sole cost and expense, except as set forth in Section 8 or other provisions within this Agreement. Notwithstanding any provision in this Agreement to the contrary, it shall be Licensee's duty to ascertain and implement any alterations, modifications, improvements or other measures on, to or about the Licensed Premises that may be required in order to ensure the safe operation at all times of the bus service on the Licensed Premises and the safety of its patrons, at Licensee's sole cost and expense,

provided, however, that any such alterations, modifications or other measures shall be subject to prior written approval by Licensor.

7. **LICENSOR RENOVATIONS.**

7.1 Licensee agrees to reasonably cooperate with Licensor in connection with the Licensor Renovations or any future renovations, modifications, changes, maintenance or updates to the Center, including with respect to any modifications to the Scope of Work, Approved Scope of Work, Plans, Approved Plans, Approved Construction Schedule, Licensee's construction staging or Licensee's traffic control plan requested by Licensor that may be reasonably necessary.

8. **MAINTENANCE.**

8.1 **Licensor Obligations.** Licensor agrees, at its sole cost and expense (except as provided in Section 8.3 below), to keep the Licensed Premises free and clear from debris and to pay for the electrical cost of keeping the Licensed Premises lighted with the existing Center lighting during hours of transit operation in accordance with the existing custom and practice followed by the Licensor with respect to the Center.

8.2 **Licensee Obligations.** Other than as set forth in Section 8.1 and Section 8.3, Licensee, at its sole cost and expense, shall provide for the maintenance and repair of the Licensed Premises and the Improvements, keeping them in good condition and repair and in compliance with all applicable laws and regulations, including, but not limited to, to the extent that an easement is enforced, maintenance and repair of the lighting on the Licensed Premises, the ticket machines, prompt cleaning and removal of graffiti and other markings from the Structures and, at least on a quarterly basis, power washing of the Structures (or prompt reimbursement of Licensor for the cost of such cleaning). Licensor may notify Licensee that such maintenance and repairs shall be performed by Licensee. Licensor may perform the maintenance and/or repair of the Licensed Premises. If Licensor performs the maintenance or repair, Licensee shall reimburse Licensor within thirty (30) days following Licensee's receipt of Licensor's request for reimbursement.

8.3 **Inner Ring Road Maintenance.** Licensor and Licensee acknowledge that portions of the inner ring road of the Licensed Premises depicted on Exhibit C (the "**Inner Ring Road**") will be comprised of only asphalt and not concrete. As such, the following maintenance shall be performed:

(a) Throughout the Term and the Extended Term (if applicable), Licensor shall perform the following maintenance and repairs on the entire Inner Ring Road (other than on the area designated as "New PCCP Area" on Exhibit C, which shall be the sole responsibility of Licensee to repair and maintain pursuant to Section 8.2 above) at any time in Licensor's reasonable discretion: (a) slurry seal, (b) microseal, (c) mill and overlay, (d) pavement markings, and (e) saw cut and replacement of pavement. If Licensor performs the maintenance or repair of the Inner Ring Road as set forth in this Section 8.3(a), Licensee shall reimburse Licensor for sixty percent (60%) of the total cost of such maintenance or repair of the Inner Ring Road and ancillary costs related to such repairs (including, but not limited to, design, maintenance and protection of traffic flow, mobilization and construction surveying and

layout) within thirty (30) days following Licensee's receipt of Licensor's request for reimbursement.

(b) Within one hundred and twenty (120) days after Licensor notifies Licensee, but in any event prior to October 31, 2017, Licensee shall, at its sole cost and expense, perform the following work to the entire Inner Ring Road (other than on the area designated as "New PCCP Area" on Exhibit C): (a) install a new aggregate base for new AC pavement of 9" and (b) install 4" of asphalt over the new aggregate base, both in conformance with the Report on Geotechnical Investigation by Speedie and Associates dated April 7, 2015, project number 150306S (collectively, the "**Base and Asphalt Upgrade**").

8.4 **Electricity Charges.** Licensee shall reimburse Licensor for all electricity charges for lighting the Licensed Premises and for the operation of ticket vending machines and any other services relating to Licensee's use of the Licensed Premises, as reasonably determined by Licensor, such reimbursement to be paid within thirty (30) days following Licensee's receipt of Licensor's request for reimbursement.

8.5 **Inner Ring Road Maintenance Costs.** Attached as Exhibit D is an estimate of Inner Ring Road maintenance costs anticipated in connection with the maintenance and work set forth in Section 8.3 above (the "Cost Estimate"), which was prepared by Licensee's consultant and not confirmed by Licensor. The parties acknowledge and agree that such Cost Estimate is an estimate only and that the actual maintenance performed on the Inner Ring Road and cost thereof is subject in all respects to the terms and conditions of Section 8.3 above.

9. RELOCATION.

9.1 Licensor shall have the right, at its sole cost and expense, to temporarily or permanently relocate the Licensed Premises and the Improvements to another area of the Center. In the event of any temporary relocation of the Licensed Premises, Licensor will provide Licensee with at least seven (7) days' prior notice, and in the event of any permanent relocation of the Licensed Premises, Licensor will provide Licensee with at least ninety (90) days' prior notice.

10. PARKING.

10.1 Licensee acknowledges and agrees that the license granted hereunder in and to the Licensed Premises does not include the parking of vehicles by the Licensee Parties (as defined below) in Licensor's parking areas in the Center (the "**Parking Areas**"). If Licensor obtains knowledge that any of the Licensee Parties are utilizing parking spaces in the Parking Areas, Licensee agrees to negotiate in good faith with Licensor as to the terms and conditions of use of such parking spaces by the Licensee Parties, including the payment of fees therefor. Licensee hereby agrees to cooperate with Licensor to resolve any conditions or circumstances resulting from the parking of vehicles by any of the Licensee Parties in the Parking Areas.

11. INSURANCE.

11.1 **Insurance Required.** At all times during the Term, Licensee shall procure and maintain, at its sole cost and expense, the following policies of insurance.

11.2 **Liability.** Commercial general liability insurance with broad form contractual liability coverage and with coverage limits of not less than $3,000,000.00 combined single limit, per occurrence, and $5,000,000.00 general aggregate. This insurance shall be on an occurrence basis, not a claims-made basis. There shall be no exclusions relating to construction activity.

11.3 **Workers' Compensation.** Workers' compensation insurance in the amount required by the state in which the Center is located and employers' liability insurance on an "occurrence" basis but, in either case, with a limit of not less than $1,000,000.00 each accident, $1,000,000.00 each employee by disease and $1,000,000.00 policy aggregate by disease, for the benefit of Licensee's employees.

11.4 **Property.** Property insurance covering any peril generally included in the classification ISO Causes of Loss - Special Form covering all (i) personal property of Licensee, and (ii) improvements in an amount not less than 100% of their full replacement cost. Such policy shall also include Builder's Risk coverage during the period of any construction. Any policy proceeds shall be used for the repair or replacement of the property damaged or destroyed.

11.5 **Automobile Insurance**. Business automobile liability insurance covering all owned, non-owned and hired or borrowed vehicles of Licensee or of the invitees, customers, agents, employees and independent contractors of Licensee ("**Licensee Parties**") used in connection with the operation of its business from the Licensed Premises, with limits of not less than $5,000,000.00 per occurrence combined single limit, insuring for bodily injury, death and property damage.

11.6 **Construction**. All contractors, suppliers, and vendors used by Licensee in performing construction shall be bondable (but not necessarily bonded) and licensed to do business in the State where the Center is located. Any construction contract entered into by Licensee pursuant hereto shall contain suitable provisions for indemnification by the General Contractor of Licensee and Licensor for the above coverages as well.

11.7 **Specifications.** All policies of insurance provided for in this Section 11 shall (a) be issued by insurance companies that have a general policyholder's rating of not less than "A-" and a financial rating of not less than Class VII as rated in the most current available "Best's Insurance Reports", and that have been admitted or qualified to do business in the state where the Center is located by the insurance commission or other highest board, body or official responsible for overseeing the insurance business in such state, and (b) name Licensor, Licensor's manager, all mortgagees and such other individuals or entities as Licensor may from time-to-time designate, as "additional insureds" and contain Waivers of Subrogation. Licensee shall provide to Licensor, at least 10 days prior to the Commencement Date and thereafter 30 days prior to the expiration of any such policies, certificates of all insurance to evidence insurance procured by Licensee as required hereunder. All certificates of insurance delivered to Licensor shall contain an agreement by the company issuing said policy to give Licensor 20 days' advance written notice of any cancellation, lapse, nonrenewal, reduction or other adverse change respecting such insurance. All commercial general liability insurance, property damage or other casualty policies shall be written as primary policies, not contributory with or secondary to coverage that Licensor may carry. If, at any time during the Term or Extended Term, Licensee fails to obtain and maintain any insurance which

Licensee is required to obtain and maintain under this License or to timely provide Licensor with certificates of insurance, Licensor shall have the right (but not the obligation) to procure such insurance and Licensee shall pay to Licensor, promptly on demand, the costs and expenses thereof. All insurance policies required to be carried by Licensee hereunder shall insure Licensee's performance of the indemnity provisions of this License, but the amount of insurance shall not limit Licensee's liability or relieve Licensee of any obligation hereunder. Furthermore, Licensee shall cause all agents, contractors, and consultants retained on their behalf to uphold the same policies, terms and standards as noted above.

12. **INDEMNITY AND LIABILITY.**

12.1 Licensee hereby agrees to indemnify, defend and hold Licensor and its manager, Licensor's designees, mall occupants and the respective past, present and future partners, officers, directors, shareholders, members, beneficiaries, trustees, employees, agents and independent contractors of both Licensor and its manager, designees and mall occupants, and their respective successors and assigns (collectively, "**Licensor Parties**") harmless from and against any and all claims, charges, liabilities, obligations, penalties, causes of action, liens, damages, costs and expenses, including reasonable attorneys' and other expert and third party fees and costs ("**Claims**") for property damage, personal injury or any other matter arising, claimed, charged or incurred against or by Licensor or any of the Licensor Parties in connection with or relating to any event, condition, matter or thing which (a) occurs in, on, under or about the Licensed Premises and the Improvements or related to the Demolition from any cause except to the extent due to the negligence or willful misconduct of Licensor, (b) occurs in, on, under or about the remainder of the Center to the extent due to the negligence or willful misconduct of Licensee or any of the Licensee Parties or (c) is caused by or relates to any default, breach, violation or non-performance by Licensee of any provision of this Agreement.

12.2 In no event shall Licensor be liable to Licensee or any of the Licensee Parties for any damages or Claims arising out of or in connection with (a) any act or omission of any occupant, permittee or invitee or for losses arising out of or in connection with theft or burglary or other acts or omissions of third parties, or (b) fire, steam, electricity, gas, water or rain which may leak or flow from or into any part of the Licensed Premises or the Center, or from the breakage, leakage, obstruction or other defects of the pipes, sprinklers, wires, appliances, plumbing, HVAC or lighting fixtures.

13. **CONDEMNATION AND CASUALTY.**

13.1 **Condemnation.** If Licensor receives notice that the whole of or any substantial part of the Licensed Premises shall be temporarily or permanently taken for any public or quasi-public use under any statute or by right of eminent domain, or purchased under threat of or in lieu of such taking, so as to render the remaining portion of the Licensed Premises unsuitable for the purposes intended hereunder, Licensor shall provide written notice to Licensee. In such event, Licensor or Licensee may, at their option, terminate this Agreement upon at least sixty (60) days prior written notice to other party. Licensee shall not have the right to terminate this Agreement pursuant to the preceding sentence unless (i) the business of Licensee conducted in the portion of the Licensed Premises taken cannot be carried on with substantially the same utility and efficiency in the remainder of the Licensed Premises, and (ii) Licensee cannot secure substantially similar alternate space upon the same terms and conditions as set forth in this Agreement from Licensor.

13.2 **Casualty.** Upon the occurrence of a casualty to the Licensed Premises or the Center, Licensor shall have the right (in its sole discretion) to elect either to commence repair and restoration of the Licensed Premises and/or Center, as applicable (in which event this Agreement shall continue in full force and effect and Licensor and Licensee shall diligently perform their respective repair and restoration obligations) or not to perform such repair and restoration, in which event this Agreement shall cease and terminate sixty (60) days after Licensor's notice of its election to terminate. Licensor shall give Licensee notice of its election under this Section 13.2 within ninety (90) days following the date of such casualty. The repair and restoration of the Improvements after the occurrence of a casualty with respect to the Improvements shall be the responsibility of Licensee. Licensor shall have the right to terminate this Agreement if Licensee does not complete repair and restoration of the Improvements within one hundred eight (180) days following such casualty.

14. **SURRENDER.**

14.1 Upon the expiration of the Term of the Agreement, or upon its earlier termination, as herein provided, Licensee shall cease use of the Licensed Premises.

15. **HOLDING OVER.**

15.1 Should Licensee hold over after the expiration of the Term of this Agreement, such holding over shall constitute and be construed as a month-to-month license only, unless otherwise agreed in writing, and such license shall be subject to every other term, covenant and agreement contained herein. This paragraph shall not be construed as authorizing or condoning a holding over by the Licensee (or limit any of Licensor's rights and remedies incident to a holding over under this Agreement, at law or in equity).

16. **DEFAULT.**

16.1 In the event of Licensee's breach or default under this Agreement, if Licensee shall fail to cure or correct said breach or default within seven (7) days after written notice from Licensor to cure such default (unless such breach or default cannot reasonably be cured within seven (7) days, in which case such seven (7) day period shall be extended for such period of time as shall be reasonably required to cure such default with diligence, not to exceed sixty (60) days, provided that as a condition to such extension, Licensee shall have commenced such cure within said seven (7) day period and shall prosecute such cure to completion with reasonable diligence), then in such event Licensor may, at Licensor's option, terminate this Agreement with notice of such termination to Licensee and/or exercise in connection therewith or separately any other right or remedy provided by law or in equity. Waiver by Licensor of any breach of any term or provision hereof shall not be deemed a waiver of any subsequent breach of the same or any other term or provision hereof.

17. **ASSIGNMENT.**

17.1 Licensee may not voluntarily or by operation of law assign, mortgage, pledge, sublet all or any portion or otherwise transfer or encumber all or any part of its interest in this Agreement or in the Licensed Premises without the prior written consent of Licensor, which consent may be withheld by Licensor in its sole and absolute discretion.

17.2 This Agreement shall be deemed to be transferred to the successors or assigns of the Licensor without execution of any further documents, provided the transferee gives notice and evidence of such succession or assignment to the Licensee.

18. **NOTICES.**

18.1 Any notices or demands which shall be required or permitted by law or by any provision of this Agreement shall be in writing and shall be personally delivered or mailed, registered or certified, postage prepaid, or delivered by reputable overnight courier service that confirms delivery, to the parties as follows, or to such other address or addresses as Licensor or Licensee may from time to time designate in writing to the other:

Licensor:	**Licensee:**
Arrowhead Towne Center LLC 7700 W. Arrowhead Towne Center Glendale, Arizona 85308 Attn: Center Manager	Glendale Transit 6210 W. Myrtle Ave, Bldg. S Glendale, Arizona 85301 Attn: Transit Administrator
With a copy to:	With a copy to:
Arrowhead Towne Center LLC c/o The Macerich Company 401 Wilshire Blvd., Suite 700 Santa Monica, CA 90401 Attn: Legal Department	Glendale City Attorney's Office 5850 West Glendale Avenue Suite 450 Glendale, Arizona 85301

The effective date of any such notice or demand shall be deemed to be the date of receipt or refusal to receive (in the event of personal service or delivery by overnight courier service) or the date of mailing (in the event of depositing in the U.S. mail).

19. **CANCELLATION CLAUSE.**

19.1 This Agreement may be terminated pursuant to the provisions of A.R.S. 38-511.

20. **WAIVER.**

20.1 No covenant, term or condition of this Agreement shall be deemed to have been waived by either party hereto unless such waiver be in writing and signed by both parties.

21. **ENTIRE AGREEMENT.**

21.1 This Agreement constitutes the entire agreement between Licensor and Licensee relating to the Licensed Premises. No subsequent alteration, amendment, change or addition to this Agreement shall be binding upon Licensor or Licensee unless set forth in writing and duly executed by both parties.

22. **TIME.**

22.1 Time is of the essence of this Agreement and of every covenant, term and condition contained herein, and it is to be construed according to the laws of the State of Arizona. Venue for any legal action brought relating to this Agreement is proper only in Maricopa County, Arizona.

23. **BENEFIT.**

23.1 The covenants herein shall extend to and be binding upon the successors and assigns of the parties to the Agreement.

24. **TAXES.**

24.1 Licensee shall pay directly to Licensor or to the appropriate taxing authority, before delinquency, any and all taxes (including any excise, transaction, sales or privilege tax imposed upon Licensor on account of, attributed to, or measured by fees or rent), assessments and public charges levied, assessed or imposed by governmental authorities upon Licensee's business, upon fees or rent, upon Licensee's licensed interest, as well as upon Licensee's right to do business on the Licensed Premises.

25. **SEVERABILITY.**

25.1 If any provision of this Agreement shall, to any extent, be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and every other term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

26. **SURVIVAL.**

26.1 Every obligation to pay Fees and every indemnification of one party by the other shall survive the expiration or earlier termination of this Agreement, unless and to the extent otherwise expressly provided in this Agreement.

27. **LICENSOR RIGHTS.**

27.1 Licensor shall have the right and privilege at all times of determining the nature and extent of the common area and the Center and of making such changes, rearrangements, additions and reductions therein from time-to-time as Licensor deems desirable.

28. **SUPERIOR AGREEMENTS.**

28.1 Save and except for matters expressly addressed herein, this Agreement and Licensee's rights hereunder are subject and subordinate in all respects to all mortgages, deeds of trust, ground leases, reciprocal easement agreements, declarations, covenants, conditions, restrictions, easements, rights-of-way and other matters of record (whether placed of record on, prior to, or after the date of this Agreement) affecting all or any portion of the Center, as the same may be modified, amended and supplemented from time-to-time. Licensee acknowledges and agrees that (i) the responsibility for maintenance and repair of the Licensed Premises shall be in accordance with the Superior Agreements, and (ii)

the Licensed Premises is subject to temporary closure as provided in the Superior Agreements for the purpose of preventing the acquisition of prescriptive rights.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

LICENSOR:

ARROWHEAD TOWNE CENTER LLC,
a Delaware limited liability company

By: NEW RIVER ASSOCIATES,
an Arizona general partnership,
its sole member

By: WESTCOR REALTY LIMITED PARTNERSHIP,
a Delaware limited partnership,
its managing general partner

By: MACERICH WRLP CORP.,
a Delaware corporation,
its general partner

By:_____
Name:_____
Title_____

LICENSEE:

CITY OF GLENDALE,
an Arizona municipal corporation

By:_____
Richard A. Bowers, Acting City Manager

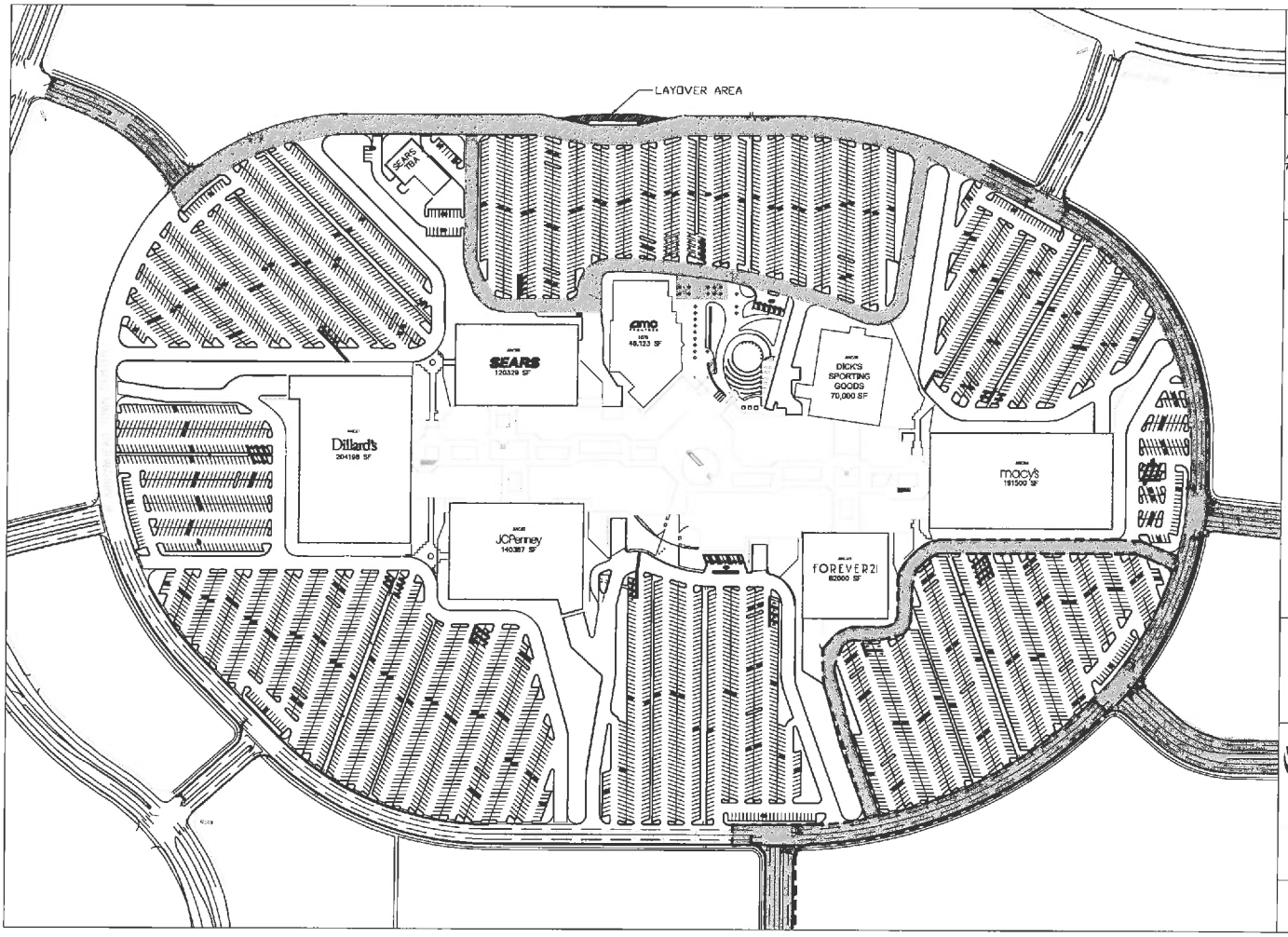
Approved as to Form:

By:_____
Michael D. Bailey, City Attorney

Exhibit A

Licensed Premises

[See Attached]



ARROWHEAD
Towne Center
GLENDALE, AZ

Mail Address:

ARROWHEAD TOWNE CENTER
7700 W. Arrowhead Towne Center
Glendale, AZ 85308
Phone: (623) 979-7720
Fax: (623) 979-4447

LICENSED PREMISES

PARK AND RIDE LICENSE

Note:
This is a schematic plan only intended to show the general layout of the shopping center or part thereof. This plan is not to be scaled.

LAST UPDATED: 01.28.15
BY: MH

MACERICH

SITE PLAN

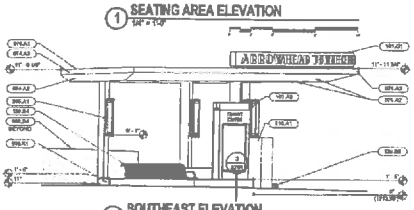
NORTH

Exhibit B

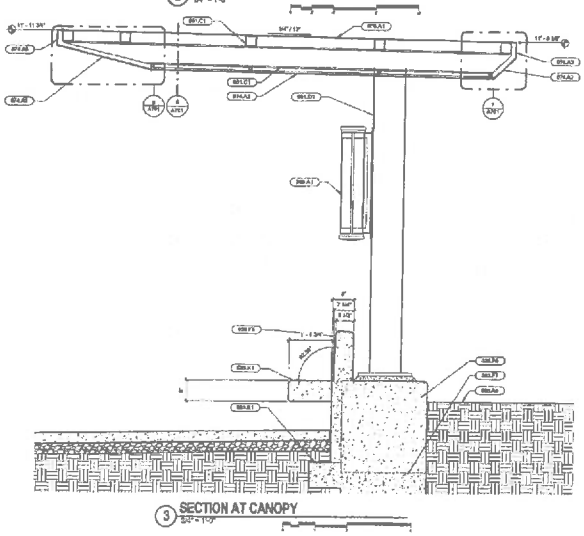
Preliminary Design Drawings

[See Attached]

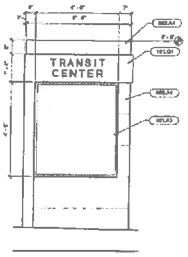
1 SEATING AREA ELEVATION
1/4" = 1'-0"



2 SOUTHEAST ELEVATION
1/4" = 1'-0"



3 SECTION AT CANOPY
1/2" = 1'-0"



4 ELEVATION AT TRANSIT MAP
1/2" = 1'-0"

KEYNOTES

055.A2	Existing Landscape Area to Remain
055.B1	Existing Planter Wall to Remain
055.B1	Concrete Paver Contrasts Paving - See Structural Dwgs
055.F5	Concrete Paver Retaining Contrasts Retaining Wall
055.F3	Concrete Paver Concrete Column Base - See Structural Dwgs
055.F7	Concrete Paver Bollard Concrete Pier - See Structural Dwgs
055.G1	Cast-In-Place Concrete Bench
061.C1	Stone Bench - See Structural Dwgs
061.D1	Precast Cabinet Wood Cabinets, Color to Match Benjamin Moore 1548 "Gunpowder" - See Structural Dwgs
071.A2	Metal Soffit Panels, Finish to Match Cabinet Pipe & Mtl Banners Tan Storm Grey
074.A3	Metal Fascia - Incrementally Shaped to Match Eyrie of Windows, Prefinished Custom Color to Match Benjamin Moore 1548 "Gunpowder"
076.A1	Standing Seam Metal Roof Over Wood Structure, Epoxy Paved (Environmentally Shaded to Underside of Roof Structure, Prefinished Custom Color to Match Benjamin Moore 1548 "Gunpowder"
101.A2	Perforated Tile "Renaissance" by Walker Inlet Sign Breathtaking
101.A3	Freestn Sign / Mon, Under Separate Permit
101.A3	Lighting Above Cabinet w/ Cast Hinge for Transit Map Display. Re-locate Push in Sign Cabinet
101.D1	Metal Sign Cabinet with Applied "Routed" Face to Match Mall signs with Internally Illuminated Push-Thru Letters to Match Mall Signs, Letters to Project 1.4" from Face of Sign Cabinet, Under Separate Permit
101.A1	Park Wayfinding Monolith (PWM) w/ Two (2) 11" Cantilever (2 Panels, 1 Cabinet)
129.B4	Exterior Pneumatic/Hot Awning, Mount to Horizontal Concrete Surface
129.B4	Stationary Steel Seat Canopy
400.A1	Light Pedestal - See Structural Dwgs

BUILDING ELEVATION GENERAL NOTES

A All dimensions are to structural grid, face of CMU, face of concrete or face of steel, unless noted otherwise. Dimensions noted as "clear" or "CLR." are to face of finish material.

B Where noted as "align", face of finishes are to align

DEDG
DICK & DARBY DESIGN GROUP
4545 EAST MINNEZONA STREET
PHOENIX, ARIZONA 85008
TELEPHONE 602 955 1900
FACSIMILE 602 954 9110
WWW.DEDG.COM

ISSUE

REVISIONS

Glendale Transit Center
At Arrowhead Towne Center
7700 W. Arrowhead Towne Center
Glendale, Arizona 85308

1206.01

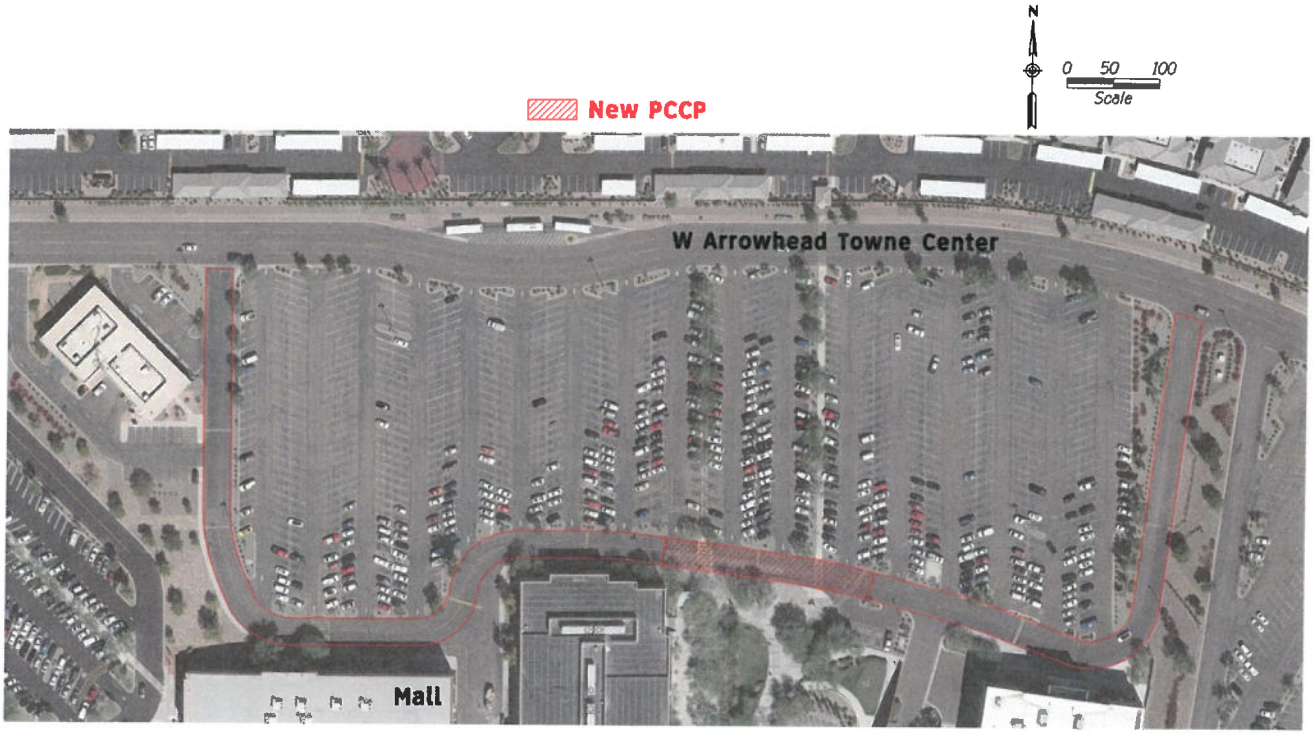
BUILDING ELEVATIONS / SECTIONS

A300

Exhibit C

Inner Ring Road

[See Attached]



Inner Ring Road
Exhibit C

Exhibit D

Cost Estimate

[See Attached]

Inner Ring Road (Exhibit C) - Pavement Replacement (No PCCP) - Total Cost			TOTAL PROJECT	
ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
AC MAINTENANCE (SLURRY SEAL - IN 5 YEARS)	SQ.YD.	5,150	$2.00	$10,300.00
AC MAINTENANCE (MICROSEAL - IN 10 YEARS)	SQ.YD.	5,150	$2.50	$12,875.00
AC MAINTENANCE (MILL AND OVERLAY - IN 15 YEARS)	SQ.YD.	5,150	$12.00	$61,800.00
PAVEMENT MARKINGS (4 APPLICATIONS)	L.FT.	7,200	$0.30	$2,160.00
REMOVAL OF ASPHALTIC CONCRETE PAVEMENT	SQ.YD.	5,150	$3.00	$15,450.00
9" AGGREGATE BASE, CLASS 2 (FOR NEW AC PAVEMENT)	CU.YD.	1,290	$40.00	$51,600.00
4" ASPHALTIC CONCRETE (3/4" MIX)	TON	1,130	$135.00	$152,550.00
APPROXIMATE PROJECT SUBTOTAL (ROUNDED)				**$307,000.00**
DESIGN CONTINGENCIES		30%		$92,000.00
MAINTENANCE AND PROTECTION OF TRAFFIC		8%		$32,000.00
MOBILIZATION		10%		$44,000.00
CONSTRUCTION SURVEYING AND LAYOUT		2%		$9,000.00
APPROXIMATE PROJECT TOTAL				**$484,000.00**

Description: **Reconstruct Inner Ring Road with New AC Pavement. New concrete bus parking area is not included.**
20 Years of Maintenance

File #: 15-411, **Version:** 1

AUTHORIZATION TO ENTER INTO CHANGE ORDER NO. 1 TO AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF PHOENIX FOR FIXED-ROUTE BUS SERVICE

Staff Contact: Jack Friedline, Director, Public Works

Purpose and Recommended Action

This is a request for City Council to waive reading beyond the title and adopt a resolution authorizing the Acting City Manager to enter into Contract Change Order Number 1 to the intergovernmental agreement (IGA) with the City of Phoenix for the continued operation of fixed-route bus service in the City of Glendale.

Background

Fixed-route bus service in Glendale is provided through agreements with the City of Phoenix and the Regional Public Transportation Authority (RPTA) at an estimated cost of $7,629,258 for Fiscal Year 2015-16. The RPTA provides regional funds in the amount of $3,496,690 on behalf of Glendale toward the cost of service. The remaining $4,132,568 will be provided by the Glendale Onboard (GO) Transportation Program.

Previous Related Council Action

On June 10, 2014, Council entered into an IGA (fixed route agreement) with the City of Phoenix for fixed-route services.

On June 25, 2013, Council approved Change Order Number 7 to the IGA with the City of Phoenix for fixed-route services.

Community Benefit/Public Involvement

Transportation services and programs provide a benefit to Glendale residents and visitors. This action provides citizens with continued bus service on the following routes:

- Union Hills Drive
- Bell Road
- Thunderbird Road
- Olive Avenue
- Northern Avenue
- Bethany Home Road
- 51st Avenue
- 59th Avenue

Budget and Financial Impacts

The City of Phoenix estimates that the cost for fixed-route bus service along arterial streets in Glendale for Fiscal Year 2015-16 is $7,629,258. This represents a 12 percent increase over last year due to a rise in fuel costs and an increase in the cost-per-mile rates fixed route service providers will be charging in Fiscal Year 2015-16. Funds are available in the Fiscal Year 2015-16 GO Transportation Program operating budget. The remaining balance of the contract is paid for using regional transportation sales tax funds.

Cost	Fund-Department-Account
$4,132,568	**1660-16540-518200, Fixed Route**

Capital Expense? No

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

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RESOLUTION NO. 4966 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF CHANGE ORDER NO. 1 OF AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF PHOENIX FOR THE OPERATION OF FIXED ROUTE BUS SERVICES IN THE CITY OF GLENDALE.

WHEREAS, City Council previously approved Resolution No. 4809 New Series authorizing and directing the entering into of an Intergovernmental Agreement with the City of Phoenix for the operation of fixed route bus services in the City of Glendale; and

WHEREAS, the City of Glendale and the City of Phoenix wish to further extend the expiration date of said Intergovernmental Agreement to June 30, 2016 and amend the contract estimates for miles of service, cost per mile, payment due dates and annual costs.

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

SECTION 1. That it is deemed in the best interest of the City of Glendale and the citizens thereof that the Change Order No. 1 to the Intergovernmental Agreement with the City of Phoenix for the operation of fixed route bus services in the City of Glendale be entered into, which said agreement is now on file in the office of the City Clerk of the City of Glendale.

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

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this _____ day of _____, 2015.

_____
M A Y O R

ATTEST:

_____
City Clerk (SEAL)

APPROVED AS TO FORM:

_____
City Attorney

REVIEWED BY:

_____
Acting City Manager

CITY OF PHOENIX
PUBLIC TRANSIT DEPARTMENT

CONTRACT CHANGE ORDER

Change Order No. **1**

Contract No.	Issued To: (Name of Contractor or Consultant)	Date
138946	**CITY OF GLENDALE**	**DRAFT**

Project Description: Fixed Route Agreement

YOU ARE HEREBY requested to make the following changes to the contract, or to do the work described below which is not included in the contract. (Give brief description of work, estimate of quantities, fees or prices to be paid, etc.)

This contract change order is for the contract year July 1, 2015 through June 30, 2016 and amends the contract estimates for miles of service, cost per mile, payment due dates and annual costs.

Effective July 1, 2015 the City of Phoenix will provide weekday, Saturday and Sunday/holiday fixed route services for the City of Glendale for routes 51, 59, 60, 67, 80, 90, 138, 170, and 186.

Summary of changes:

	Miles	Gross Cost	Estimated Revenue	Net Cost
Transdev	396,942	$3,311,909	($786,476)	$2,525,433
First Transit	279,462	$2,023,245	($416,110)	$1,607,135
Total	676,404	$5,335,154	($1,202,586)	$4,132,568

During the period from July 1, 2015 through June 30, 2016, the City of Glendale will pay the City of Phoenix a fee of $4,132,568. This change order will not result in any cost to the City of Phoenix. Exhibit B of City of Phoenix Contract No. 138946 is hereby amended to read:

CITY OF GLENDALE
PURCHASE OF TRANSIT SERVICE
CONTRACT ESTIMATE
ESTIMATED FY 2015-16

6700033

Route	Provider	Miles Per Day	Service Days	Annual Miles	Rate Per Mile	Annual Cost	Estimated Revenue	Net Cost
51	First	328.2	251	82,390.0	$ 7.2398	$ 596,485	$ (109,365)	$ 487,121
59	First	132.3	251	34,641.3	7.2398	250,796	(58,076)	192,720
60	TransDev	383.9	251	96,359.2	8.3436	803,979	(172,458)	631,521
67	First	302.3	251	75,888.1	7.2398	549,413	(114,316)	435,097
80	TransDev	146.0	251	36,634.7	8.3436	305,664	(100,365)	205,299
90	TransDev	205.9	251	51,677.9	8.3436	431,178	(136,298)	294,879
138	TransDev	129.5	251	32,502.5	8.3436	271,187	(83,056)	188,131
170	TransDev	251.5	251	63,133.3	8.3436	526,757	(101,236)	425,520
186	TransDev	162.3	251	40,745.3	8.3436	339,961	(48,146)	291,816
Total Weekday		**2,042.0**		**513,972.3**		**$ 4,075,419**	**$ (923,316)**	**$ 3,152,103**
51	First	167.1	52	8,689.8	$ 7.2398	$ 62,912	$ (11,535)	$ 51,377
59	First	379.6	52	19,737.5	7.2398	142,895	(33,090)	109,805
60	TransDev	182.8	52	9,506.6	8.3436	79,319	(17,014)	62,305
67	First	205.9	52	10,705.1	7.2398	77,502	(16,126)	61,377
80	TransDev	65.4	52	3,402.4	8.3436	28,388	(9,321)	19,067
90	TransDev	96.5	52	5,018.5	8.3436	41,872	(13,236)	28,636
138	TransDev	58.9	52	3,060.7	8.3436	25,537	(7,821)	17,716
170	TransDev	108.8	52	5,658.5	8.3436	47,212	(9,074)	38,139
186	TransDev	147.5	52	7,668.2	8.3436	63,980	(9,061)	54,919
Total Saturday		**1,412.5**		**73,447.4**		**$ 569,619**	**$ (126,278)**	**$ 443,341**
51	First	167.1	63	10,528.1	$ 7.2398	$ 76,221	$ (13,975)	$ 62,246
59	First	379.6	63	23,912.8	7.2398	173,123	(40,090)	133,034
60	TransDev	182.8	63	11,517.7	8.3436	96,098	(20,614)	75,485
67	First	205.9	63	12,969.6	7.2398	93,897	(19,537)	74,360
80	TransDev	65.4	63	4,122.1	8.3436	34,393	(11,293)	23,100
90	TransDev	96.5	63	6,080.1	8.3436	50,730	(16,036)	34,694
138	TransDev	58.9	63	3,708.2	8.3436	30,939	(9,476)	21,464
170	TransDev	108.8	63	6,855.5	8.3436	57,200	(10,993)	46,207
186	TransDev	147.5	63	9,290.3	8.3436	77,514	(10,978)	66,537
Total Sun/Holiday		**1,412.5**		**88,984.4**		**$ 690,116**	**$ (152,991)**	**$ 537,125**
Total		**4,866.9**		**676,404.0**		**$ 5,335,154**	**$ (1,202,586)**	**$ 4,132,568**

Amount Due	Due Date
$ 344,377	July 31, 2014
344,381	Aug 31, 2014
344,381	Sept 30, 2014
344,381	Oct 31, 2014
344,381	Nov 30, 2014
344,381	Dec 31, 2014
344,381	Jan 31, 2015
344,381	Feb 28, 2015
344,381	March 31, 2015
344,381	April 30, 2015
344,381	May 31, 2015
344,381	June 30, 2015
$ 4,132,568	

All other terms and conditions remain the same. **THIS IS A DRAFT ONLY – PENDING COUNCIL APPROVAL**

1. Amount of this Change Order	2. Amt. Of Prior Change Orders	3. Orig. Contract Amt.	4. Adj. Contract Amt. (1, 2 & 3)	**PENDING COUNCIL APPROVAL**	
($4,132,568)	-	($3,662,936)	($7,795,504)		

ACCEPTANCE

We, the undersigned, have given careful consideration to the change proposed, and hereby agree; if this proposal is approved that we will provide all equipment, furnish all materials, except as may otherwise be noted above, and perform all services necessary for the work specified, and will accept as full payment therefore the fees or prices shown above.

FIRM: **CITY OF GLENDALE**

SIGNATURE:_____

TITLE: _____

DATE: _____

✓ REVENUE ___ EXPENDITURE

ENDORSEMENTS

REQUESTED BY: DATE

_____
Markus Coleman, Project Manager

RECOMMENDED BY: DATE

_____
Jesus Sapien, Deputy Public Transit Director

PTD FISCAL SECTION REVIEW: DATE

_____
Ken Kessler, Department Budget Supervisor

CHECKED AS TO AVAILABILITY OF FUNDS BY: DATE

N/A
Budget and Research Department

APPROVED FOR THE CITY MANAGER BY: DATE

_____
Maria Hyatt, Public Transit Director/Ted Mariscal___

File #: 15-420, **Version:** 1

AUTHORIZATION TO ENTER INTO AN AMENDMENT TO AN INTERGOVERNMENTAL AGREEMENT WITH THE REGIONAL PUBLIC TRANSPORTATION AUTHORITY FOR TRANSIT SERVICES
Staff Contact: Jack Friedline, Director, Public Works

Purpose and Recommended Action

This is a request for City Council to waive reading beyond the title and adopt a resolution authorizing the Acting City Manager to enter into an amendment to an intergovernmental agreement (IGA) with the Regional Public Transportation Authority (RPTA) for the continued operation of fixed-route and express bus service in the City of Glendale, the reimbursement of transit services for Americans with Disabilities Act (ADA) eligible riders and the reimbursement for capital purchases (buses) and projects (park and ride/transit center).

Background

Fixed-route bus service in Glendale is provided through agreements with the City of Phoenix and the RPTA at an estimated cost of $7,629,258 for Fiscal Year 2015-16. The RPTA provides regional funds in the amount of $3,496,690 on behalf of Glendale toward the cost of service. The remaining $4,132,568 will be provided by the Glendale Onboard (GO) Transportation Program.

This amendment to the IGA also provides reimbursement of Fiscal Year 2015-16 ADA transit costs up to $710,785 with funds provided through Proposition 400. This is an increase of $19,674 from last fiscal year. If program costs exceed $710,785, they will be absorbed by City of Glendale GO funds, and any savings will be used for other ADA-certified rider eligible expenses. Glendale provides ADA transit service within three-quarters of a mile of fixed-route service, as required by ADA legislation.

Additionally, this amendment provides reimbursement of the local match for the capital purchases of five transit buses (two GUS, three Dial-A-Ride) in the amount of $87,381. This amendment also identifies the regional funds that are allocated for the design and construction of the park and ride/transit center project in north Glendale ($2,784,380).

Analysis

This action provides citizens with continued bus service on Glendale, Peoria, 59th and 67th avenues, the two express routes in Glendale, as well as the Grand Avenue Limited service. Fixed-route and express service was provided to more than 2.4 million riders in Glendale last year. Additionally, Glendale provided over 22,300 ADA rides in that same timeframe.

Previous Related Council Action

On June 10, 2014, Council approved an amendment to the IGA with the RPTA for transit services.

On June 25, 2013, Council approved the IGA with the RPTA for transit services.

Community Benefit/Public Involvement

Transportation services are important to a vibrant urban community. A seamless fixed-route transit system is a quality-of-life benefit to residents and visitors to the City of Glendale. It is in the city's best interest to utilize this regional contract.

Budget and Financial Impacts

In Fiscal Year 2015-16, regional transit funds will provide an estimated $3,496,690 toward the cost of fixed-route service, up to $710,785 for the reimbursement of ADA transit expenses, and a total of $2,871,761 for capital purchases and projects. Reimbursement funds will be deposited into the RPTA Revenue Account, 1660 -16530-419250. There is no city funding associated or required with this amendment.

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RESOLUTION NO. 4967 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF AN AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT WITH THE REGIONAL PUBLIC TRANSPORTATION AUTHORITY (RPTA) FOR THE PROVISION OF PUBLIC TRANSPORTATION SERVICES.

WHEREAS, the City of Glendale and the Regional Public Transportation Authority (RPTA) previously entered into a Transit Services Intergovernmental Agreement (Contract No. 133-75-2014) on July 1, 2013; and

WHEREAS, the City of Glendale and the RPTA previously entered into an Amendment to the Intergovernmental Agreement (Contract No. 133-75-2015) on July 1, 2014; and

WHEREAS, the parties find it necessary to amend said Agreement.

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

SECTION 1. That it is deemed in the best interest of the City of Glendale and the citizens thereof that the Amendment to the Intergovernmental Agreement (Contract No. 133-75-2016) between the City of Glendale and the Regional Public Transportation Authority be entered into, which agreement is now on file in the office of the City Clerk of the City of Glendale.

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

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this _____ day of _____, 2015.

_____
M A Y O R

ATTEST:

_____
City Clerk (SEAL)

APPROVED AS TO FORM:

_____
City Attorney

REVIEWED BY:

_____
Acting City Manager
iga_transit_RPTA.doc

TRANSIT SERVICES AMENDMENT

BETWEEN

THE CITY OF GLENDALE

AND

THE REGIONAL PUBLIC TRANSPORTATION AUTHORITY

Contract # 133-75-2016

THIS AMENDMENT dated this 1st day of July, 2015, amends the following items of the Transit Service Agreement Contract #133-75-2015 entered into between the City of Glendale and the Regional Public Transportation Authority, dated the 1st day of July 2013 as amended July 1, 2014.

The following Sections of the Agreement dated July 1, 2013 are hereby amended to include:

SECTION 2. SCOPE OF AGREEMENT

During the term of this agreement RPTA shall provide the following services:

Various Capital Projects (Schedule H) proposed capital projects including fleet acquisition of fixed route buses and dial a ride cut-away paratransit vehicles. The party responsible for the required local matching funds to FTA grant funds will be defined in Schedule H prior to any vehicle acquisitions.

SECTION 3. RPTA'S OBLIGATIONS:

3.1 With respect to the services provided hereunder, RPTA, shall:

q. Reimburse PTF funds to Member as approved in the Transit Life Cycle Program and in RPTA's annual budget for the capital projects described in Schedule H.

SECTION 4. CITY'S OBLIGATIONS:

4.1 With respect to the services provided hereunder, Member shall:

m. Be responsible for the acquisition and/or construction of the projects described in Schedule H attached hereto and by this reference incorporated herein.

n. Submit to RPTA a request for reimbursement on RPTA's Reimbursement Request Form (Attachment A to this Agreement) for the PTF contribution expended on the projects.

o. Either through its own funds or through other funding sources be responsible for all project costs above the allocated amounts set forth in Schedule H unless a change in the TLCP is requested and approved.

p. As the procuring entity, be responsible for all aspects of the Capital Projects described herein.

SECTION 31. INCORPORATION OF EXHIBITS

For each year during the term of this Agreement and in coordination with RPTA's adopted fiscal year budget process, Schedules hereto shall be revised and incorporated into this Agreement and made a part hereof as though fully set forth herein.

Schedule "H" Capital Projects

The following Schedules amend those Schedules of the agreement entered into July 1, 2014.

The attached Schedule A amends Schedule A entered into July 1, 2014.

The attached Schedule E amends Schedule E entered into July 1, 2014.

The following Schedule is added to the agreement entered into July 1, 2013, as amended:

The attached Schedule H

All other terms of the Parties Transit Services Agreement dated July 1, 2013 remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the Parties have each executed this Agreement as of the date first set forth above.

REGIONAL PUBLIC TRANSPORTATION AUTHORITY (RPTA)

Stephen R. Banta, Chief Executive Officer

By: _____

APPROVED AS TO FORM:

By: _____
Michael J. Ladino, General Counsel

City of Glendale

Dick Bowers, Acting City Manager

By: _____

By: _____
Pamela Hanna, City Clerk

APPROVED AS TO FORM:

By: _____
Michael Bailey, Attorney

SCHEDULE "A" REGIONALLY FUNDED FIXED ROUTE BUS SERVICE

Sources of Project Operating Budget

I. Regionally Funded Fixed Route Bus Service **$3,496,690** (including express)

The above line represents the value of transit service paid for by the RPTA to the benefit of the City of Glendale
The calculation to derive this figure is daily revenue miles of service x number of service days x cost per revenue mile of service.

RPTA Funded Service in the City of Glendale
Fixed Route Estimate
FY 2016

Level	Route	Jurisdiction	Annual Miles	CPM	Gross Cost	Fares	PM	Net Cost
W	59	Glendale	161,237	7.15	1,152,200	(334,738)		817,462
W	67	Glendale	92,361	7.15	660,010	(140,490)		519,520
W	70	Glendale	197,394	8.50	1,677,825	(331,518)		1,346,307
W	106	Glendale	45,277	8.50	384,848	(91,288)		293,560
W	GAL	Glendale	5,548	7.15	39,642	(1,430)		38,212
W	573	Glendale	18,840	7.12	134,055	(37,950)	(36,644)	59,461
W	575	Glendale	9,086	7.12	64,654	(42,473)	(17,673)	4,508
S	67	Glendale	5,370	7.15	38,373	(8,168)		30,205
S	70	Glendale	19,020	8.50	161,665	(31,943)		129,722
S	106	Glendale	4,631	8.50	39,362	(9,337)		30,025
H	67	Glendale	6,506	7.15	46,491	(9,896)		36,595
H	70	Glendale	23,043	8.50	195,862	(38,700)		157,162
H	106	Glendale	5,236	8.50	44,509	(10,558)		33,951
Grand Total			**593,548**		**4,639,496**	**(1,088,488)**	**(54,317)**	**3,496,690**

SCHEDULE "E" – AMERICANS WITH DISABILITIES ACT (ADA) – PUBLIC TRANSPORTATION FUNDS (PTF) AVAILABILITY

For the period July 1, 2015 to June 30, 2016 the maximum amount of Public Transportation Funds (PTF) available for the City of Glendale is **$710,785.00.** The PTF will pay actual costs for ADA trips and other requests for Paratransit service made by ADA certified Riders up to the maximum amount. A final reconciliation at fiscal year-end will be performed and adjustments, if necessary, will be made using actual ADA eligible costs.

Any remaining ADA PTF funds not used up to the maximum reimbursements may be requested by City for other ADA certified rider eligible expenses, and certified by the City's chief financial officer or designee. RPTA will reimburse City within thirty (30) business days based upon availability of funds. City may request that reimbursements be made electronically. Wire transfers must be pre-arranged through the RPTA Finance Department.

Maximum amount: **$710,785.00**

SCHEDULE"H" - CAPITAL PROJECTS

Project	Description	Quantity	Estimated Cost	PTF Share
Fleet Acquisition	Circulator Buses	2	$247,470	$49,494
Fleet Acquisition	Dial a Ride Cut-Away Paratransit Vehicles	3	$252,576	$37,887
N Glendale Park-and-Ride, Transit Center	Design, Construction		$13,921,900	$2,784,380

ATTACHMENT "A" – PTF EXPENSE REIMBURSMENT REQUEST

Regional Public Transportation Authority

PTF Expenditure Reimbursement Request

The information provided will be used by the Regional Public Transportation Authority (RPTA) to monitor designated lead agency cash flow to ensure compliance with ARS 48-5103. No further monies may be paid out under this program unless this report is completed and filed as required.

RECIPIENT ORGANIZATION NAME AND ADDRESS	PROJECT AGREEMENT NUMBER	REQUEST NO.
	REPORTING PERIOD (Dates) FROM:	TO:

	TOTAL	PTF SHARE
TOTAL ELIGIBLE COSTS	$ -	$ -
TOTAL PREVIOUS PAYMENTS	$ -	$ -
CURRENT PAYMENT REQUESTED	$ -	$ -
REMAINING FUNDING	$ -	$ -

REQUIRED SIGNATURE

This document must be signed by the recipient's Chief Financial Officer or their designated representative.

CERTIFICATION

I certify the financial expenditures submitted for reimbursement with this report, including supporting documentation, are eligible and allowable expenditures consistent with the project goals and requirements, have not been previously requested, and that payment is due. I also certify that all matching requirements have been met and sufficient documentation exists in our files and are available upon request or in the event of an audit.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	DATE REQUEST SUBMITTED
TYPED OR PRINTED NAME AND TITLE	TELEPHONE

Instructions

1. Keep a copy of everything submitted.
2. All project records, including financial records, must be maintained for 3 years beyond project completion.

	For RPTA use only
Date request received:	Life cycle compliance review (signature/date)
Approved for funds availability	Date of funds transfer

10

File #: 15-419, **Version:** 1

FISCAL YEAR 2015-16 COUNCIL GOAL/PRIORITY SETTING
Staff Contact: Richard A. Bowers, Acting City Manager

Purpose and Recommended Action

This is a request for City Council to waive reading beyond the title and adopt a resolution approving the Fiscal Year (FY) 2015-16 Council Key Priorities of the Glendale City Council developed as a result of direction from Council.

Background

Richard A. Bowers met with Council to discuss the key priorities that were adopted by Council on June 10, 2014, and to obtain guidance on drafting the FY 2015-16 Council Key Priorities. As a result of this interaction, a revised list of key priorities was drafted to better reflect the new direction of Council.

Annually, Council develops a broad, common vision for the future of the City of Glendale. This includes setting goals and objectives to provide staff direction and focus for the upcoming fiscal year. City priorities, whether on-going or new, reflect Council's goals and key priorities. Common, shared priorities are especially important to Council, staff, and the public in light of the City's current budget deficits. As the policy body, Council charts the course for staff to follow. This is more critical now due to the City's budget constraints. Specific Council goals and priorities offer Council and staff a road map to chart the City's future course and ensure a singular organizational focus. Moving forward, staff's decisions will be predicated on these priorities, which guide City operations.

In March 2014, as a result of Council meetings and the Council Retreat, a revised list of key priorities was adopted for FY 2014-15 as indicated below.

- **Transparency** in all we do as City Council members in order to continue building trust with the community, staff and each other as a policy body. The openness of policy discussion is also reflected in the variety of rules and guidelines adopted by the City Council with the obligation that all adhere to that guiding principle.

- **Fiscal sustainability** is always a standing goal for the City as a matter of course. It rises to a Key Priority level in the face of major fiscal concerns and recovery strategies.

- **Super Bowl 2015** will require an uncommon level of safety and logistics in order to assure a safe and enjoyable experience in Glendale. The City Council must provide necessary services while seeking financial support to cover costs. This is a short term, high value priority that will be removed from the next list of Council priorities.

- **Economic Development** was acknowledged as an element of fiscal sustainability. It could easily be a subset of that priority. However, the level of significance of a strong economic development effort is seen by the City Council as an item that warrants its own special focus for policy level support. This is a critical component of the fiscal recovery process.

- **Signature Events** are seen as defining elements for Glendale's regional identity. Failure to present expected celebrations that have long drawn crowds to downtown Glendale will have substantial impact on the community well-being, economics of shop owners and ability to attract commerce. This will require the City Council attention to the policies needed to encourage long planned Centerline activity to expand the capacity of downtown.

- **Creative, Innovative, Efficient Systems** and processes to gain the highest level of service given the limitations of budget capacity.

Council Priorities are promoted through publication on the City's website and in financial documents, such as the budget book.

Previous Related Council Action

Council adopts a broad set of policy guidelines each year.

At the June 10, 2014 City Council voting meeting, the Key Priorities for FY 2014-2015 were approved and adopted by resolution as indicated in the Background section of this Council Report.

At the March 13, 2014 annual City Council Retreat, priority goal setting was discussed.

At the February 4, 2014 Council workshop, Vice Mayor Knaack requested a Council Item of Special Interest topic to discuss Council goals, especially as it relates to budget, at a future workshop.

FY 2013-14 Council Key Priorities were adopted on June 11, 2013.

At the February 21, 2013 annual City Council Retreat, priority strategic goal and key objective setting was discussed.

FY 2012-13 Council Strategic Goals and Key Objectives were adopted on June 12, 2012.

Prior to FY 2012-13, Council adopted Strategic Goals and Key Objectives annually. Those Strategic Goals and Key Objectives are indicated below:

- One Community with Strong Neighborhoods
- One Community Committed to Public Safety
- One Community with Quality Economic Development
- One Community that is Fiscally Sound
- One Community with a Vibrant City Center

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- One Community with an Active Partnership with Luke Air Force Base
- One Community with High-Quality Services for Citizens

These goals were the guiding principles and priorities of the Council and the foundation of the goal setting process for more than seven years until the new set of key priorities was first adopted in 2013.

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RESOLUTION NO. 4968 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, ADOPTING THE KEY PRIORITIES OF THE GLENDALE CITY COUNCIL FOR FISCAL YEAR 2015-2016.

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

SECTION 1. That the Key Priorities of the Glendale City Council for Fiscal Year 2015-2016, three copies of which are on file in the office of the City Clerk, are hereby adopted and said copies are ordered to remain on file with the City Clerk.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this _____ day of _____, 2015.

_____
M A Y O R

ATTEST:

_____
City Clerk (SEAL)

APPROVED AS TO FORM:

_____
City Attorney

REVIEWED BY:

_____
Acting City Manager

r_council_key priorities.doc

City Council
City of Glendale, Arizona

KEY PRIORITIES
Fiscal Year 2015-2016

- **Transparency** in all we do as City Council members in order to continue building trust with the community, staff and each other as a policy body. The openness of policy discussion is also reflected in the variety of rules and guidelines adopted by the City Council with the obligation that all adhere to that guiding principle.

- **Fiscal Sustainability** is always a standing goal for the City as a matter of course. It rises to a Key Priority level in the face of major fiscal concerns and recovery strategies. The 2015 – 2016 Budget will move the City in a very positive direction toward sustainability.

- **Economic Development** is acknowledged as a key element of fiscal sustainability. It could easily be a subset of that priority. However, the level of significance of a strong economic development effort is seen by the City Council as an item that warrants its own special focus for policy level support. This is a critical component of the fiscal recovery process.

- **Signature Events** are seen as defining elements for Glendale's regional identity. Failure to present expected celebrations that have long drawn crowds to downtown Glendale will have substantial impact on the community well-being, economics of shop owners and ability to attract commerce. This will require the City Council attention to the policies needed to encourage long planned Centerline activity to expand the capacity of downtown.

- **Creative, Innovative, Efficient Systems** and processes will continue to gain the highest level of service given the limitations of budget capacity. Staff talent and comment will continue to be the critical element of customer service despite difficult financial challenges.

- **Continuous Business Policy Improvement** to assist Mayor and City Council in establishing policy necessary to continually improve the business and citizen attraction to the downtown core and Centerline.

File #: 15-457, **Version:** 1

AUTHORIZATION TO ACCEPT A LIBRARY SERVICES TECHNOLOGY ACT GRANT: "GO MOBILE @ YOUR LIBRARY" FOR THE GLENDALE PUBLIC LIBRARY SYSTEM
Staff Contact: Erik Strunk, Director, Community Services

Purpose and Recommended Action

This is a request for City Council to waive reading beyond the title and adopt a resolution authorizing the Acting City Manager to apply and accept a Library Services and Technology Act (LSTA) grant in the amount of $41,789 from the Arizona State Library, Archives and Public Records Agency for the "Go Mobile @ Your Library" project.

Background

Providing access to technology and increasing our patron's ability to use technology is an important philosophy of the Glendale Public Library system. The library has the opportunity to apply for LSTA grants through the Arizona State Library, Archives and Public Records Agency, which targets technology projects as one of their areas of available funding. This grant will focus on tablet use, instruction and programming for patrons from story time age to adult learners. This project was created in partnership with the City Information and Technology (IT) Division, which provided invaluable advice and guidance to ensure the purchase of the tablets will be compatible with the City's IT requirements and meet the needs of the Glendale Public Library patrons.

Analysis

If approved by Council, the library will use the grant funds to purchase 51 tablets for use within the three library branches. Tablets for young children will be made into a permanent exploration area within the youth area at one or more branches, while other tablets will be used by staff to provide interactive storytelling within regular story time programs. Tablets will also be used for programming specific to teen and adult audiences, along with a variety of applications selected for those age groups. Projectors, security locks and charging stations are also included in the project. The expected outcome of this project is to increase technological skills and digital literacy for all ages.

Community Benefit/Public Involvement

Through the "Go Mobile @ Your Library" project, members of the community of all ages will have the opportunity to explore technology hands-on. They will learn use of applications to enhance personal growth and explore the many possibilities that technology offers. This technological opportunity is not always available to members of the community without the financial means to purchase their own tablets. The project will assist the economically challenged as well as offer new learning opportunities for all members of

the community to engage with one another while exploring new applications and use of mobile technology. This item was presented to the Library Advisory Board on June 10, 2015 and it was approved.

Budget and Financial Impacts

FY 15-16 budget and financial impacts include collection development costs of $1,000 in materials that will be purchased from the Library's book budget and $1,000 in materials from the office supplies budget.

Cost	Fund-Department-Account
$1,000	**1000-15220-527400, Books**
$1,000	**1000-15220-526000, Office Supplies**

Capital Expense? No

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?

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RESOLUTION NO. 4969 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE SUBMISSION AND ACCEPTING THE LIBRARY SERVICES AND TECHNOLOGY ACT GRANT IN THE APPROXIMATE AMOUNT OF $41,789 FROM THE ARIZONA STATE LIBRARY, ARCHIVES AND PUBLIC RECORDS AGENCY FOR THE "GO MOBILE @ YOUR LIBRARY" PROJECT.

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

SECTION 1. That the City Council of the City of Glendale hereby accepts the Library Services and Technology Act Grant in the approximate amount of $41,789 from the Arizona State Library, Archives and Public Records Agency for the "Go Mobile @ Your Library" project.

SECTION 2. That the City Manager or designee is hereby authorized and directed to execute any and all documents necessary for the acceptance of said grant on behalf of the City of Glendale.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this _____ day of _____, 2015.

_____
M A Y O R

ATTEST:

_____
City Clerk (SEAL)

APPROVED AS TO FORM:

_____
City Attorney

REVIEWED BY:

_____
Acting City Manager

g_library_go mobile.doc

Arizona State Library, Archives and Public Records

INSTITUTE of Museum and Library SERVICES

Award Notification for LSTA Subgrants

Library Name & Address: Glendale Public Library Foothills Branch Library 19055 N. 57th Avenue Glendale, AZ 85308		**State Project Number:** 2015-35026-11
Project Name: Go Mobile @ Your Library		**Project Manager:** Fletcher-Spear, Kristin
CFDA Number: 45.310		**Amount Awarded:** $41789
Period of Performance: May 20, 2015 to August 1, 2016		**Final Report Due:** September 2, 2016
Contact for LSTA grant questions: Janet "Jaime" Ball, Grants Consultant	**Phone:** 602-926-3365	**Email:** jball@azlibrary.gov

Enclosures:

- General Assurances and Certifications
- Internet Safety Certification
- Non-Construction Assurances
- Managing Your LSTA Grant Award
- Registration form for the May 20, 2015 Grant Recipient Workshop

Joan Clark

Joan Clark, State Librarian & Director

4/29/2015

Date

INSTITUTE of Museum and Library SERVICES

PROVIDING ACCESS Preserving Arizona

Arizona State Library, Archives and Public Records

Assurances and Certifications for 2015 Arizona LSTA Subgrant Award

1. Nondiscrimination

The applicant shall comply with the following nondiscrimination statutes and their implementing regulations:

a) Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. § 2000 *et seq.*), which prohibits discrimination on the basis of race, color, or national origin;
b) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 701 *et seq.*), which prohibits discrimination on the basis of disability (note: IMLS applies the regulations in 45 C.F.R part 1170 in determining compliance with § 504 as it applies to recipients of Federal assistance);
c) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681– 83, 1685–86), which prohibits discrimination on the basis of sex in education programs; and
d) the Age Discrimination in Employment Act of 1975, as amended (42 U.S.C. § 6101 *et seq.*), which prohibits discrimination on the basis of age.
e) the requirements of any other nondiscrimination statute(s) which may apply.

2. Debarment and Suspension

The applicant shall comply with 2 C.F.R. part 3185 and 2 C.F.R., as applicable. The authorized representative, on behalf of the applicant, certifies to the best of his or her knowledge and belief that neither the applicant nor any of its principals:

a) Are presently excluded or disqualified;
b) Have been convicted within the preceding three years of any of the offenses listed in 2 C.F.R. §180.800(a) or had a civil judgment rendered against it or them for one of those offenses within that time period;
c) Are presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses listed in 2 C.F.R. §180.800(a); or
d) Have had one or more public transactions (Federal, State, or local) terminated within the preceding three years for cause or default.

Where the applicant is unable to certify to any of the statements in this certification, the authorized representative shall attach an explanation to this form.

The applicant is required to comply with 2 C.F.R. part 180 subpart C (Responsibilities of Participants Regarding Transactions Doing Business with Other Persons) as a condition of participation in the award. The applicant is also required to communicate the requirement to comply with 2 C.F.R. part 180 subpart C (Responsibilities of Participants Regarding Transactions Doing Business with Other Persons) to persons at the next lower tier with whom the applicant enters into covered transactions.

3. Drug-Free Workplace
The authorized representative, on behalf of the applicant, certifies, as a condition of the award, that the applicant will or will continue to provide a drug-free workplace by complying with the requirements in 2 C.F.R. part 3186 (Requirements for Drug-Free Workplace (Financial Assistance)). In particular, the applicant as the recipient must comply with drug-free workplace requirements in subpart B of 2 C.F.R. part 3186, which adopts the Government-wide implementation (2 C.F.R. part 182) of sections 5152-5158 of the Drug-Free Workplace Act of 1988 (P. L. 100-690, Title V, Subtitle D; 41 U.S.C. §§ 701707).

This includes, but is not limited to: making a good faith effort, on a continuing basis, to maintain a drug-free workplace; publishing a drug-free workplace statement; establishing a drug-free awareness program for the applicant's employees; taking actions concerning employees who are convicted of violating drug statutes in the workplace; and identifying (either at the time of application or upon award, or in documents that the applicant keeps on file in its offices) all known workplaces under its Federal awards.

4. Federal Debt Status_The authorized representative, on behalf of the applicant, certifies to the best of his or her knowledge and belief that the applicant is not delinquent in the repayment of any Federal debt.

5. Certification Regarding Lobbying Activities (Applies to Applicants Requesting Funds in Excess of $100,000)(31 U.S.C. §1352)

The authorized representative certifies, to the best of his or her knowledge and belief, that:

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

b) If any funds other than Federal appropriated funds have been paid or will be paid to any person (other than a regularly employed officer or employee of the applicant, as provided in 31 U.S.C. § 1352) for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the authorized representative shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

c) The authorized representative shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when the transaction is made or entered into. Submission of this certification is a prerequisite for making or entering into the transaction imposed by 31 U.S.C. § 1352. Any person who fails

to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

In addition, in accordance with Federal appropriations law, no IMLS funds may be used for publicity or propaganda purposes for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the Congress or any State or local legislature or legislative body or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government. No IMLS funds may be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action or Executive order proposed or pending before the Congress or any State government, State legislature or local legislature or legislative body.

6. Trafficking in Persons
The applicant must comply with Federal law pertaining to trafficking in persons. Under 22 § 7104(g), any grant, contract, or cooperative agreement entered into by a Federal agency and a private entity shall include a condition that authorizes the Federal agency (IMLS) to terminate the grant, contract, or cooperative agreement, if the grantee, subgrantee, contractor, or subcontractor engages in trafficking in persons, procures a commercial sex act, or uses forced labor.

7. General Certification The authorized representative, on behalf of the applicant, certifies that the applicant will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing the program.
These assurances and certifications are provided in connection with any and all financial assistance from the Institute of Museum and Library Services after the date this form is signed. These assurances and certifications are binding on the applicant, its successors, transferees, and assignees, and on the Authorized Certifying Official whose signature appears below.

The undersigned further provides assurances that it will include, as applicable, the language of the assurances and certifications in all subawards and that all subrecipients shall certify and disclose accordingly.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above assurances and certifications.

_____
Signature of Authorized Certifying Official

Glendale Public Library
Library Name

_____
Print Name and Title of Authorized Certifying Official

_____
Date

INSTITUTE of Museum and Library SERVICES

INTERNET SAFETY CERTIFICATION FOR APPLICANT PUBLIC LIBRARIES PUBLIC ELEMENTARY AND SECONDARY SCHOOL LIBRARIES, and CONSORTIA WITH PUBLIC AND/OR PUBLIC SCHOOL LIBRARIES

As the duly authorized representative of the applicant library, I hereby certify that the library is (*check only **one** of the following boxes*)

A. CIPA Compliant *(The applicant library has complied with the requirements of 20 U.S.C. § 9134(f)(1) et seq.*

OR

B. The CIPA requirements do not apply because no funds made available under the LSTA program are being used to purchase computers to access the Internet, or to pay for direct costs associated with accessing the Internet.

_____

Signature of Authorized Representative

_____

Printed Name of Authorized Representative

_____

Title of Authorized Representative

_____

Date

Glendale Public Library

Name of Applicant Library/Program

OMB No. 3137-0071; Expiration Date: 9/30/2015

OMB Approval No. 0348-0040

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.

2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.

10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
APPLICANT ORGANIZATION	DATE SUBMITTED May 5, 2015

File #: 15-458, **Version:** 1

AUTHORIZATION TO ACCEPT A LIBRARY SERVICES TECHNOLOGY ACT GRANT: "TELL YOUR STORY @ YOUR LIBRARY" FOR THE GLENDALE PUBLIC LIBRARY SYSTEM
Staff Contact: Erik Strunk, Director, Community Services

Purpose and Recommended Action

This is a request for City Council to waive reading beyond the title and adopt a resolution authorizing the Acting City Manager to apply and accept a Library Services and Technology Act (LSTA) grant in the amount of $22,450 from the Arizona State Library, Archives and Public Records Agency for the "Tell Your Story @ Your Library" project.

Background

The Glendale Public Library system has become known for its hands-on, interactive arts programming for all ages. To further programming options for our patrons, the library has the opportunity to apply for LSTA grants through the Arizona State Library, Archives and Public Records Agency. Building on the success of last year's arts-oriented LSTA grant, the Glendale Public Library applied for funds to support a new slate of programming for FY 15-16. The library wrote and submitted the "Tell Your Story @ Your Library" grant with the goal of offering literacy-based arts programs, presentations, and activities to Glendale Public Library patrons of all ages.

Analysis

If approved by Council, the library will offer a wide range of storytelling-through-art programs to participants aged pre-reader through adult. Program attendees will learn the many artistic mediums for telling their own stories, not only through the written and spoken word but through such mediums as: photography, digital arts, collage, painting, quilting, and more. Participants will also gain confidence in sharing their stories with an audience. A half-day Storytelling Festival will take place in November 2015 at the Main Library, with presentations by the local West Side Storytellers and their colleagues who will provide an afternoon of presentations and workshops for all ages. From September 2015 through August 2016, "Tell Your Story @ Your Library" programming will be planned, implemented, and evaluated for all age groups. Funds will be used to pay artist presenters, purchase materials and supplies for in-house programming, and for marketing. The project outcomes include learning new methods for creative storytelling and helping participants share their stories with an audience. A minimum of 96 programs will be offered over the three branches, and an attendance of at least 2,000 participants is anticipated.

Community Benefit/Public Involvement

The "Tell Your Story @ Your Library" project will benefit all members of the community as they meet and

collaborate with one another; discover and build upon a love of storytelling; experience new artistic mediums; increase their comfort level with sharing their own stories; and enjoy opportunities for lifelong learning. This item was presented to the Library Advisory Board on June 10, 2015 and it was approved.

Budget and Financial Impacts

FY 15-16 budget impacts include collection development costs of $2,000 in materials from the Library's Books budget, $1,000 to publish the bi-monthly program of events from the Library Promotion and Publicity budget and $1,000 in Library Office Supplies budget.

Cost	Fund-Department-Account
$2,000	**1000-15220-527400, Books**
$1,000	**1000-15220-529600, Promotion and Publicity**
$1,000	**1000-15220-526000, Office Supplies**

Capital Expense? No

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?

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RESOLUTION NO. 4970 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE SUBMISSION AND ACCEPTING THE LIBRARY SERVICES AND TECHNOLOGY ACT GRANT IN THE APPROXIMATE AMOUNT OF $22,450 FROM THE ARIZONA STATE LIBRARY, ARCHIVES AND PUBLIC RECORDS AGENCY FOR THE "TELL YOUR STORY @ YOUR LIBRARY" PROJECT.

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

SECTION 1. That the City Council of the City of Glendale hereby accepts the Library Services and Technology Act Grant in the approximate amount of $22,450 from the Arizona State Library, Archives and Public Records Agency for the "Tell Your Story @ Your Library" project.

SECTION 2. That the City Manager or designee is hereby authorized and directed to execute any and all documents necessary for the acceptance of said grant on behalf of the City of Glendale

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this _____ day of _____, 2015.

_____
M A Y O R

ATTEST:

_____
City Clerk (SEAL)

APPROVED AS TO FORM:

_____
City Attorney

REVIEWED BY:

_____
Acting City Manager

g_library_tell your story.doc

Arizona State Library, Archives and Public Records

INSTITUTE of Museum and Library SERVICES

Award Notification for LSTA Subgrants

Library Name & Address: Glendale Public Library 5959 West Brown Street Glendale, AZ 85302-1200		**State Project Number:** 2015-35017-10
Project Name: Tell Your Story @ Your Library		**Project Manager:** Reed, Karen
CFDA Number: 45.310		**Amount Awarded:** $22450
Period of Performance: May 20, 2015 to August 1, 2016		**Final Report Due:** September 2, 2016
Contact for LSTA grant questions: Janet "Jaime" Ball, Grants Consultant	**Phone:** 602-926-3365	**Email:** jball@azlibrary.gov

Enclosures:

- General Assurances and Certifications
- Internet Safety Certification
- Non-Construction Assurances
- Managing Your LSTA Grant Award
- Registration form for the May 20, 2015 Grant Recipient Workshop

Joan Clark

Joan Clark, State Librarian & Director

4/29/2015

Date

INSTITUTE of Museum and Library SERVICES

PROVIDING ACCESS Preserving Arizona

Arizona State Library, Archives and Public Records

Assurances and Certifications for 2015 Arizona LSTA Subgrant Award

1. Nondiscrimination

The applicant shall comply with the following nondiscrimination statutes and their implementing regulations:

a) Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. § 2000 *et seq.*), which prohibits discrimination on the basis of race, color, or national origin;
b) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 701 *et seq.*), which prohibits discrimination on the basis of disability (note: IMLS applies the regulations in 45 C.F.R part 1170 in determining compliance with § 504 as it applies to recipients of Federal assistance);
c) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681– 83, 1685–86), which prohibits discrimination on the basis of sex in education programs; and
d) the Age Discrimination in Employment Act of 1975, as amended (42 U.S.C. § 6101 *et seq.*), which prohibits discrimination on the basis of age.
e) the requirements of any other nondiscrimination statute(s) which may apply.

2. Debarment and Suspension

The applicant shall comply with 2 C.F.R. part 3185 and 2 C.F.R., as applicable. The authorized representative, on behalf of the applicant, certifies to the best of his or her knowledge and belief that neither the applicant nor any of its principals:

a) Are presently excluded or disqualified;
b) Have been convicted within the preceding three years of any of the offenses listed in 2 C.F.R. §180.800(a) or had a civil judgment rendered against it or them for one of those offenses within that time period;
c) Are presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses listed in 2 C.F.R. §180.800(a); or
d) Have had one or more public transactions (Federal, State, or local) terminated within the preceding three years for cause or default.

Where the applicant is unable to certify to any of the statements in this certification, the authorized representative shall attach an explanation to this form.

The applicant is required to comply with 2 C.F.R. part 180 subpart C (Responsibilities of Participants Regarding Transactions Doing Business with Other Persons) as a condition of participation in the award. The applicant is also required to communicate the requirement to comply with 2 C.F.R. part 180 subpart C (Responsibilities of Participants Regarding Transactions Doing Business with Other Persons) to persons at the next lower tier with whom the applicant enters into covered transactions.

3. Drug-Free Workplace
The authorized representative, on behalf of the applicant, certifies, as a condition of the award, that the applicant will or will continue to provide a drug-free workplace by complying with the requirements in 2 C.F.R. part 3186 (Requirements for Drug-Free Workplace (Financial Assistance)). In particular, the applicant as the recipient must comply with drug-free workplace requirements in subpart B of 2 C.F.R. part 3186, which adopts the Government-wide implementation (2 C.F.R. part 182) of sections 5152-5158 of the Drug-Free Workplace Act of 1988 (P. L. 100-690, Title V, Subtitle D; 41 U.S.C. §§ 701707).

This includes, but is not limited to: making a good faith effort, on a continuing basis, to maintain a drug-free workplace; publishing a drug-free workplace statement; establishing a drug-free awareness program for the applicant's employees; taking actions concerning employees who are convicted of violating drug statutes in the workplace; and identifying (either at the time of application or upon award, or in documents that the applicant keeps on file in its offices) all known workplaces under its Federal awards.

4. Federal Debt Status The authorized representative, on behalf of the applicant, certifies to the best of his or her knowledge and belief that the applicant is not delinquent in the repayment of any Federal debt.

5. Certification Regarding Lobbying Activities (Applies to Applicants Requesting Funds in Excess of $100,000)(31 U.S.C. §1352)

The authorized representative certifies, to the best of his or her knowledge and belief, that:

a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the authorized representative, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
b) If any funds other than Federal appropriated funds have been paid or will be paid to any person (other than a regularly employed officer or employee of the applicant, as provided in 31 U.S.C. § 1352) for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the authorized representative shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
c) The authorized representative shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when the transaction is made or entered into. Submission of this certification is a prerequisite for making or entering into the transaction imposed by 31 U.S.C. § 1352. Any person who fails

to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

In addition, in accordance with Federal appropriations law, no IMLS funds may be used for publicity or propaganda purposes for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the Congress or any State or local legislature or legislative body or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government. No IMLS funds may be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action or Executive order proposed or pending before the Congress or any State government, State legislature or local legislature or legislative body.

6. Trafficking in Persons
The applicant must comply with Federal law pertaining to trafficking in persons. Under 22 § 7104(g), any grant, contract, or cooperative agreement entered into by a Federal agency and a private entity shall include a condition that authorizes the Federal agency (IMLS) to terminate the grant, contract, or cooperative agreement, if the grantee, subgrantee, contractor, or subcontractor engages in trafficking in persons, procures a commercial sex act, or uses forced labor.

7. General Certification The authorized representative, on behalf of the applicant, certifies that the applicant will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing the program.
These assurances and certifications are provided in connection with any and all financial assistance from the Institute of Museum and Library Services after the date this form is signed. These assurances and certifications are binding on the applicant, its successors, transferees, and assignees, and on the Authorized Certifying Official whose signature appears below.

The undersigned further provides assurances that it will include, as applicable, the language of the assurances and certifications in all subawards and that all subrecipients shall certify and disclose accordingly.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above assurances and certifications.

_____
Signature of Authorized Certifying Official

Glendale Public Library
Library Name

_____
Print Name and Title of Authorized Certifying Official

_____
Date

INSTITUTE of Museum and Library SERVICES

INTERNET SAFETY CERTIFICATION FOR APPLICANT PUBLIC LIBRARIES PUBLIC ELEMENTARY AND SECONDARY SCHOOL LIBRARIES, and CONSORTIA WITH PUBLIC AND/OR PUBLIC SCHOOL LIBRARIES

As the duly authorized representative of the applicant library, I hereby certify that the library is (*check only **one** of the following boxes*)

A. CIPA Compliant *(The applicant library has complied with the requirements of 20 U.S.C. § 9134(f)(1) et seq.*

OR

B. The CIPA requirements do not apply because no funds made available under the LSTA program are being used to purchase computers to access the Internet, or to pay for direct costs associated with accessing the Internet.

_____

Signature of Authorized Representative

_____

Printed Name of Authorized Representative

_____

Title of Authorized Representative

_____

Date

Glendale Public Library

Name of Applicant Library/Program

OMB No. 3137-0071; Expiration Date: 9/30/2015

OMB Approval No. 0348-0040

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.

2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.

10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
APPLICANT ORGANIZATION	DATE SUBMITTED May 5, 2015

File #: 15-462, **Version:** 1

AMENDMENT TO THE FY 2014-2015 INTERGOVERNMENTAL AGREEMENT WITH MARICOPA COUNTY DEPARTMENT OF HUMAN SERVICES

Staff Contact: Erik Strunk, Director, Community Services

Purpose and Recommended Action

This is a request for City Council to waive reading beyond the title and adopt a resolution authorizing the Acting City Manager to enter into an amendment to the FY 2014-2015 intergovernmental agreement (IGA) with the Maricopa County Human Services Department as the lead agency for the Maricopa HOME Consortium. The amendment will allow the City to accept an additional $200,000 in HOME Investment partnerships funds from the County and continue partnering with Habitat for Humanity Central Arizona to use these reallocated HOME funds for the acquisition, rehabilitation, and resale of homes in Glendale.

Background

The Maricopa HOME Consortium ("Consortium") was established in 1993 for the purpose of receiving HOME funds from HUD and distributing them to various agencies. Current Consortium members include Maricopa County as the lead agency and the cities of Chandler, Glendale, Surprise, Avondale, Peoria, Scottsdale, Tempe, and the Town of Gilbert.

Earlier this year, the Consortium announced that it was seeking proposals to spend HOME funds being returned to it by the City of Scottsdale and from Maricopa County HOME program income. These funds total over $1.8 million and must be committed and under contract before July 1, 2015. The City of Glendale, in partnership with Habitat for Humanity Central Arizona, applied for $200,000 of these funds to supplement four housing units that are currently under contract and already environmentally cleared.

The additional funds will be used for new infill "ready to go" projects in Glendale, meet the completion deadlines for the Consortium, and will result in high-quality housing that adds value to our neighborhoods. The City was recently notified it would receive the extra HOME funds upon City Council approval. These funds will be allocated to the FY 2014-2015 Agreement and be reported as such in the federal Integrated Disbursement and Information System (IDIS) until all funds under this allocation are expended.

In utilizing HOME funds since 2003, the City of Glendale has been able to rehabilitate or reconstruct 42 homes through its partnership with Habitat for Humanity Central Arizona.

Analysis

HOME funds are provided to help cities address identified community needs in the area of housing. Habitat for Humanity Central Arizona continues to be an important partner in helping the city meet its housing goals

under the HOME Program and the Neighborhood Stabilization Program. By approving this amendment, the City will continue to acquire and renovate homes which become available and provide affordable homebuyer opportunities to low-to-moderate income families in our community.

Previous Related Council Action

On June 9, 2015, the Council conducted a public hearing and approved a resolution amending the City's FY 14-15 Annual Action Plan to accept the $200,000 in additional HOME funds from the Maricopa County Consortium.

Community Benefit/Public Involvement

The objective of the HOME program is to expand the supply of safe, sanitary, and affordable housing for low-to-moderate income households. The acquisition, rehabilitation, and resale of single-family homes continue to help stabilize neighborhoods and improve the quality of life for the existing homeowners. The use of federal funds to rehabilitate older homes and construct new infill homes by partnering with a non-profit organization is cost effective and central to neighborhood revitalization and the provision of affordable housing.

Budget and Financial Impacts

This is a federally-funded program with no fiscal impact on the city. No General Funds will be used for this amendment. Outside agencies that apply and are awarded HOME funds are required to provide matching funds.

Cost	Fund-Department-Account
$200,000	1300-30001-518200, HOME Investment Partnership Program

Capital Expense? No

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

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RESOLUTION NO. 4971 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO AMENDMENT NO. 1 TO THE INTERGOVERNMENTAL AGREEMENT WITH THE MARICOPA COUNTY DEPARTMENT OF HUMAN SERVICES FOR INCREASED FUNDING FOR THE INFILL HOUSING PROJECTS.

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

SECTION 1. That it is deemed in the best interest of the City of Glendale and the citizens thereof that Amendment No. 1 to the Intergovernmental Agreement (Contract No. C-22-15-042-3-01) between Maricopa County Department of Human Services and City of Glendale for increased funding for the Infill Housing Projects be entered into, which said amendment is now on file in the office of the City Clerk of the City of Glendale.

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

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this _____ day of _____, 2015.

_____
M A Y O R

ATTEST:

_____
City Clerk (SEAL)

APPROVED AS TO FORM:

_____
City Attorney

REVIEWED BY:

_____
Acting City Manager

iga_revite_amend 2014-15.doc

AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT BETWEEN MARICOPA COUNTY ADMINISTERED BY ITS HUMAN SERVICES DEPARTMENT AND CITY OF GLENDALE

I. The purpose of Amendment #1 to FY 2014-2015 contract is to increase the contract funding to $712,309.00

II. Therefore, Section III Work Statement shall be amended by:

A. Amend the Section III Work Statement to increase funding in the amount of $200,000 for the Rehabilitation or New Construction for a total of $530,290. See amended Work Statement attached as Exhibit A.

III. Therefore, Section IV Work Compensation Section C will be amended as follows:

C. REIMBURSEMENT
The COUNTY shall provide financial assistance in an amount up to Seven Hundred Twelve Thousand Three Hundred Nine dollars ($712,309.00) subject to the terms of this Agreement and availability of funds. This Agreement price constitutes the COUNTY entire participation and obligation in the performance and completion of all work to be performed under this Agreement.

IV. The foregoing paragraph, along with the attached Work Statement, contains all the changes made by this Amendment. All other terms and conditions of the original agreement remain the same and in full force and effect.

IN WITNESS THEREOF, the Parties have signed this agreement:

APPROVED BY:
CITY OF GLENDALE

_____
Authorized Signature

Date: _____

APPROVED BY:
MARICOPA COUNTY

_____
Steve Chucri, Chairman

Date: _____

Attested To:

_____
Fran McCarroll, Clerk of the Board

IN ACCORDANCE WITH A.R.S. § 11-952, THIS AGREEMENT HAS BEEN REVIEWED BY THE UNDERSIGNED WHO HAVE DETERMINED THAT THIS AGREEMENT IS IN PROPER FORM AND WITHIN THE POWER AND AUTHORITY GRANTED UNDER THE LAWS OF THE STATE OF ARIZONA.

CITY OF GLENDALE

BY: _____

Date: _____

MARICOPA COUNTY

BY: _____
Deputy County Attorney

Date: _____

SECTION III

WORK STATEMENT

MARICOPA COUNTY

HUMAN SERVICES DEPARTMENT

SECTION III WORK STATEMENT
AMENDMENT #1
EXHIBIT A

MARICOPA COUNTY
HOME Investment Partnerships Program
FY 2014-2015

DUNS # 077523579

Agency: City of Glendale

Program Year: FY 2014-2015 ($330,290) and Program Income ($200,000)

Project: Rehabilitation or New Construction

Type of Property: Single-Family Detached

Describe the Scope of Work:
This program provides construction costs to Habitat for Humanity Central Arizona for the renovation or new construction of Infill Housing Projects in 85302, 85302, and 85303 zip codes. In addition, the program will provide closing cost assistance to income qualified homebuyers purchasing these houses from Habitat for Humanity.

Consolidated Plan – Describe goals to be addressed:
The goal of this program is to provide affordable and decent housing for low-to- moderate income households.

Describe special program or development requirements, environmental, technical or legal obstacles that must be resolved to implement this activity?
None

Priority rated in the Consolidated Plan: HIGH

A. OBJECTIVES AND OUTCOMES (Check appropriate box below.)

OBJECTIVE	OUTCOMES		
	AVAILABILITY/ ACCESSIBILITY	AFFORDABILITY	SUSTAINABILITY
DECENT HOUSING	☑ Single Family Housing Rehab and/or New Construction, Homebuyer Assistance	☐ Homebuyer Activities, Acq/Rehab if rental housing, Acq/New Construction of rental housing, Preservation of existing public housing units and TBRA, Expansion of assisted rental units in the private marketplace	☐ Housing Activities in a targeted revitalization area

B. LOGIC MODEL: PERFORMANCE INDICATORS

	OUTPUTS			
INPUTS/RESOURCES	**ACTIVITIES**	**PARTICIPATION**	**OUTCOMES**	**OBJECTIVES**
Skilled staff in the areas of construction, family services and mortgage servicing arena.	Single-Family Rehab/New Const of 10 homes.	Low-to-moderate income families earning between 30-60% Area Median Income	10 Low-to-moderate income families become homeowners of affordable housing.	10 Low-to-moderate income families become first time homeowners.

C. SITE INFORMATION

The municipality will waive any permit or building fees to facilitate this construction?

☐ **Yes** ☑ **No** ☐ N/A

This site is currently under control in the form of (check all that apply):

☑ **Deed** ☐ **Purchase** ☐ **Lease** ☐ **Purchase**

☐ **Agreement to Lease/Lease Option**

Will the project result in the demolition or change in use of any existing low-income housing units?

☐ **Yes** ☑ **No** ☐ N/A If yes explain:

Will this property contain temporary relocation? ☐ **Yes** ☑ **No** If yes explain:

Will the property require lead based paint abatement? ☑ **Yes** ☑ **No** If yes explain:

D. PROPOSED BENEFICIARIES

Targeted Population by Income Level	**Number of Households**	**Total Number of Units**	**Number of <u>County Assisted</u> Units in program (if rental)**
Households at or below **50%**	1	1	0
Households at or below **60%**	7	7	0
Households at or below **80%**	2	2	0
TOTAL	**10**	**10**	**0**

Complete the table below only if the Activity will specifically set-aside units for a priority population. Set-asides will be enforced through contract provisions.

Priority Populations	**No. of Units**
Elderly	0
Physically Disabled	0
Other Priority Populations:	0

E. PERFORMANCE REPORTING - GOALS:

Completion date: January 29, 2017

TIMELINE OF ACTIVITIES

MILESTONES	START DATE	COMPLETION DATE
Publish amendment to Annual Action Plan (AAP) for 15 day comment period	April 1, 2015	April 15, 2015
City Council approval of AAP and amendment to contract	May 2015	May 2015
Sign Amendment to Developer Agreement with Habitat for Humanity	May 2015	May 2015
Complete environmental reviews	May 2015	June 30, 2015
Submit activity Set Up forms to the County	July 1, 2015	July 1, 2015
Begin construction and/or rehabilitation	June 2015	June 2016
Submit Completion Reports to the County		January 2017

Any change to the Timeline will need to be approved by the Maricopa County and be submitted to the County.

F. ACTIVITY FOLLOW UP AND LONG TERM COMMITMENT:

Provide method for assuring activity will be used for the original purpose for the required time period (inspections, maintenance, liens, years of affordability per HUD regulations etc.).

Habitat for Humanity Central Arizona will renovate and/or construction new homes for a total of six homes to be sold to income-qualify households whom participate in the program. The HOME funded renovations and or new construction projects will bring the houses into compliance with current building codes. The affordability period will be based on the amount of homebuyer assistance provided to the household. The affordability instrument of enforcement will be a recorded promissory note and deed of trust.

G. ACTIVITY BUDGET SUMMARY:

ACTIVITIES	FY 2014 HOME FUNDS	REALLOCATED PROGRAM INCOME	OTHER SOURCES
Land Acquisition			
Buildings			
TOTAL			
NEW CONSTRUCTION OR REHABILITATION			
Construction Costs-Materials	$330,290	$200,000	$132,572.50
Builder Overhead			
Builder Profit			
General Requirements			
Consultant/Specialist			
Permits & Fees			
Construction Contingency			
Sales Tax			
Other-Infrastructure			
Design			
Supervision			
Other Homebuyer Assistance			
TOTAL			
ADMINISTRATION COSTS			
Program Delivery-Personnel Costs **Volunteer Labor**			
TOTAL			
GRAND TOTAL	**$330,290**	**$200,000**	**$132,572.50**

H. SOURCE AND AMOUNT OF OTHER RESOURCES:

(Attach documentation)

FUNDING AGENCY	AMOUNT	VOLUNTEER/ IN-KIND AMOUNT
Other funding as defined in Habitat for Humanity Developer Contract	Refer to City Contract	$132,572.50
TOTALS		**$132,572.50**

I. ACTIVITY MATCH BY SOURCE:

IDENTIFY MATCH SOURCES AND AMOUNTS THAT HAVE BEEN COMMITTED.
(Match commitment must equal 25% of the HOME funds requested. Documentation due at the time of request for payment(s). Submit Match Logs annually by June 30th of each year.)

FUNDING AGENCY	MATCH TYPE	*CASH MATCH	VOLUNTEER/IN-KIND AMOUNT	TOTAL
Habitat for Humanity Central Arizona	Corporate Donations	$132,572.50		$132,572.50
TOTALS				**$ 132,572.50**

* Total Match reported here must equal Total Match on the Budget Summary.

J. PROGRAM INCOME:

☑ ☐

PROGRAM INCOME: Will ☑ Will not be generated with this activity ☐
Submit Program Income log monthly

Program Income will be used for:
Habitat for Humanity will use the funds to renovate future properties they own to ensure affordable single-family housing opportunities for Glendale residents.

K. COST OVERRUNS

Cost overruns will be handled by:
Habitat for Humanity Central Arizona

File #: 15-461, **Version:** 1

AUTHORIZATION TO AMEND THE FY 2014-2015 HABITAT FOR HUMANITY CENTRAL ARIZONA HOME DEVELOPMENT AGREEMENT C-9765

Staff Contact: Erik Strunk, Director, Community Services

Purpose and Recommended Action

This is a request for City Council to waive reading beyond the title and adopt a resolution authorizing the Acting City Manager to amend development agreement C-9765 for the HOME Investment Partnerships Program. If approved, this amendment will allow the City of Glendale to continue partnering with Habitat for Humanity Central AZ to use $200,000 in reallocated HOME funds from the Maricopa County HOME Consortium ("Consortium") to continue the acquisition, rehabilitation, and reselling of affordable homes in Glendale.

Background

Earlier this year, the Consortium announced it was seeking proposals to reallocate HOME funds being returned to it by the City of Scottsdale and Maricopa County HOME program income. The City of Glendale, in partnership with Habitat for Humanity Central Arizona, applied for $200,000 of these funds to supplement four housing units that are currently under contract and environmentally cleared. These funds must be committed and under contract before July 1, 2015. The additional funds would be used for new infill "ready to go" projects in Glendale, which meet the completion deadlines for the Consortium and result in high-quality housing that adds value to Glendale neighborhoods. As a result of its past success with the use of HOME funds, the City was recently notified it would receive the extra HOME funds upon City Council approval.

To date, the City of Glendale has been able to rehabilitate or reconstruct 42 homes through its partnership with Habitat for Humanity Central Arizona.

Analysis

Habitat for Humanity Central Arizona continues to be an important partner in helping Glendale meet its housing goals. By approving this amendment, the City will continue to acquire and renovate homes which become available, and provide affordable homebuyer opportunities to low-to-moderate income families in our community. There is no impact on city departments, staff, or service levels.

Previous Related Council Action

On June 9, 2015, the Council conducted a public hearing and approved a resolution amending the City's FY 14-15 Annual Action Plan to accept the $200,000 in additional HOME funds from the Maricopa County Consortium.

Community Benefit/Public Involvement

The acquisition, rehabilitation, and resale of foreclosed single family houses has helped stabilize neighborhoods and improve the quality of life for the existing homeowners. With the use of previous HOME funds, over 42 previously foreclosed homes have been completely rehabilitated and have also incorporated the use of energy-efficient and green building features (which has helped maintain affordability for the buyers of these houses). This item was reviewed and approved in concept by the Community Development Advisory Committee on June 18. 2015.

Budget and Financial Impacts

This is a federally-funded program with no fiscal impact on the city. No General Funds will be used for this agreement.

Cost	Fund-Department-Account
$200,000	**1300-30001-518200, HOME Professional and Contractual**

Capital Expense? No

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?

powered by Legistar™

RESOLUTION NO. 4972 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF A FIRST AMENDMENT TO THE DEVELOPMENT AGREEMENT FOR INFILL HOUSING DEVELOPMENT UNDER THE HOME INVESTMENT PARTNERSHIP PROGRAM WITH HABITAT FOR HUMANITY CENTRAL ARIZONA; AND DIRECTING THAT THE AGREEMENT BE RECORDED.

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

SECTION 1. That it is deemed in the best interest of the City of Glendale and the citizens thereof that the First Amendment to the Development Agreement for Infill Housing Development under the Home Investment Partnership Program with Habitat for Humanity Central Arizona be entered into, which said agreement is now on file in the office of the City Clerk of the City of Glendale.

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

SECTION 3. That the City Clerk is hereby directed to forward the development agreement for recording to the Maricopa County Recorder's Office within ten (10) days after the execution thereof.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this _____ day of _____, 2015.

_____
M A Y O R

ATTEST:

_____
City Clerk (SEAL)

APPROVED AS TO FORM:

_____
City Attorney

REVIEWED BY:

_____
Acting City Manager

r_revite_amend habitat.doc

C-9765

WHEN RECORDED RETURN TO:
City of Glendale
City Clerk
5850 West Glendale Avenue
Glendale, Arizona 85301

FIRST AMENDMENT TO DEVELOPMENT AGREEMENT FOR INFILL HOUSING DEVELOPMENT UNDER THE HOME INVESTMENT PARTNERSHIP PROGRAM

This First Amendment to Development Agreement for Infill Housing Development under the HOME Investment Partnership Program ("Amendment") is entered this ___ day of _____, 20__, by and between the City of Glendale, an Arizona municipal corporation ("City"), and Habitat for Humanity Central Arizona, an Arizona non-profit corporation ("Developer").

WHEREAS, on December 1, 2014, the City entered into a Development Agreement for Infill Housing Development Under the HOME Investment Partnership Program with Developer ("Agreement");

WHEREAS, the parties now desire to amend the Agreement to allow the Developer to use additional HOME funds for renovation or new construction of infill houses;

WHEREAS, the parties now desire to increase the payment to Developer under the Agreement to **$530,290** as defined below in new Section IV (A) "Payment";

WHEREAS, all other terms of the Agreement remain in full force and effect;

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

I. SCOPE OF SERVICE

A. Activities. Consistent with HOME, the Developer will be responsible for undertaking the activities described in this Amendment and Exhibit A attached hereto.

IV. PAYMENT

A. It is expressly agreed and understood that the total amount to be paid by the City to Developer is **$530,290**. Prior to disbursement of any funds to the Developer, the City and Developer will execute a Deed of Trust and a Promissory Note for properties covered under this agreement.

CITY OF GLENDALE, an Arizona
municipal corporation

_____

Richard A. Bowers
Acting City Manager

ATTEST:

_____

Pam Hanna
City Clerk (SEAL)

APPROVED AS TO FORM:

_____

Michael D. Bailey
City Attorney

HABITAT FOR HUMANITY CENTRAL ARIZONA,
an Arizona non-profit corporation

JOHN A. CARNERO
Notary Public - State of Arizona
MARICOPA COUNTY
My Commission Expires April 11, 2016

By: Roger C. Schwiegerjohn, PRESIDENT
Its: PRESIDENT & CEO

STATE OF ARIZONA)
) ss.
County of Maricopa)

SUBSCRIBED AND SWORN to before me this 4th day of JUNE, 2015, by ROGER SCHWIEGERJOHN, the Developer who signed the above document.

Notary Public

My Commission Expires:
4/4/16

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the date first written above.

EXHIBIT A

PROJECT

1. The City has awarded Developer $530,290 in HOME Program funds to be used for constructions cost associated with ten (10) homes. The project will assist low-income persons and families in obtaining decent and affordable homes within the 85301, 85302, & 85303 zip codes. The funds will be invested in the following properties which Habitat for Humanity Central Arizona owns and has site control of:

   6746 N 54th Dr. Glendale AZ 85301
   5511 W Orangewood Glendale AZ 85301
   5515 W Orangewood Glendale AZ 85301
   6618 W Oregon Glendale AZ 85301
   5946 W Pasadena Glendale AZ 85301
   6618 N 54th Ave Glendale AZ 85301
   6200 W Glenn Dr. Glendale AZ 85301
   6829 N 61st Ave Glendale AZ 85301
   6825 N 61st Ave Glendale AZ 85301
   6717 N 54th Drive Glendale AZ 85301

2. The total budget for the Project is $1,565,400.

3. The HOME funds will be used as follows: $47,029 will be used on average towards the construction of each of 10 homes ($470,290 total). The Developer will be allowed a maximum of $10,000 (total, not per home) of the Home grant award for Developer Fees associated with this project. The developer will provide each homebuyer with $5,000 in HOME funding ($50,000 total) for down payment and closing cost assistance.

4. The remaining balance of the total budget for the Project, $1,035,110, will be paid directly by the Developer, from a combination of sponsor funds, and from volunteer labor.

5. The Developer will match the HOME Program funds provided in the amount of at least **$132,572.50** from home sponsorship funding which may include Discover, Wells Fargo and/or a combination of foundation, corporate, and faith partnerships.

6. Any cost overruns will be handled using Developer's general donations, Developer's fund for mortgages or Developer's line of credit.

EXHIBIT B

PROGRAM BUDGET

REVENUE	TOTAL PROGRAM FUNDING FY 2014/2015
City HOME Program Funding	$530,290
Other City of Glendale Funding	$0
Other Federal Funding	$0
State Funding	$0
Municipal Funding (Other Cities and Maricopa County)	$0
Non-Faith Based Charity	$0
Foundation and Corporate Support/Grants	$779,710
Volunteer Labor In-Kind Contributions	$230,400
Other Income - Closing Costs	$25,000
Total	$1,565,400

EXPENSES	GLENDALE FUNDING	OTHER RESOURCES	VOLUNTEER / IN-KIND CONTRIBUTIONS	TOTAL PROGRAM BUDGET FY 2014-2015
Personnel Costs	$	$	$	$
Operational Expenses	$	$	$	$
Developer Fee	$10,000	$	$	$10,000
In-kind - Volunteer Labor	$		$230,400	$230,400
Homebuyer assistance	$50,000	$	$	$50,000
	$	$	$	$
Building/Construction Expenses	$470,290	$779,710	$	$1,250,000
Other Expenses (specify)	$	$	$	$
Other income - Closing Costs	$	$25,000		$25,000
	$	$	$	$
	$	$	$	$
TOTAL	$530,290	$804,710	$230,400	$1,565,400

Legislation Description

File #: 15-447, **Version:** 1

AUTHORIZATION TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH MARICOPA COUNTY TO PROVIDE ELECTION SERVICE FOR THE 2015 SPECIAL ELECTION AND APPROVE A FY15-16 GENERAL FUND CONTINGENCY REQUEST

Staff Contact: Pamela Hanna, City Clerk

Purpose and Recommended Action

This is a request for City Council to waive reading beyond the title and adopt a resolution authorizing the Acting City Manager to enter into an Intergovernmental Agreement (IGA) with Maricopa County to provide election services for the 2015 Special Election and approve a FY15-16 General Fund Contingency request in the amount of $45,000.

Background

Maricopa County has provided election services to the City of Glendale since 1997. Election services include arranging and providing for polling locations and poll workers, distributing early ballots to those on the permanent early voter list or those who request one, tabulating ballots, and providing detailed reports of election results.

Previous Related Council Action

At the May 29, 2015 Special Voting Meeting, Council passed Resolution 4959 New Series calling for a Special Recall Election and providing the manner of election to be that of polling places.

Public Involvement

Elections at the local level allow residents to participate in local government by choosing their representative to City Council.

Budget and Financial Impacts

Staff is seeking City Council approval for a budget appropriation transfer from General Fund, Contingency (1000-11901-510200) to General Fund, City Clerk, Elections, Professional/Contractual (1000-10240-518200) in the amount of $45,000. This request is consistent with the Cash and Budget Appropriation Transfer Policy, which states contingency budget appropriation transfers can be authorized by Council throughout the fiscal year.

Cost	Fund-Department-Account
$45,000	1000-10240-518200, Elections - Professional/Contractual

Capital Expense? No

Budgeted? No

Requesting Budget or Appropriation Transfer? Yes

If yes, where will the transfer be taken from? General Fund - Contingency

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RESOLUTION NO. 4973 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF AN AGREEMENT WITH THE MARICOPA COUNTY ELECTIONS DEPARTMENT FOR ELECTION SERVICES; AND FURTHER AUTHORIZING A BUDGET APPROPRIATION TRANSFER.

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

SECTION 1. That it is deemed in the best interest of the City of Glendale and the citizens thereof that the Menu of Service – Jurisdictions (Countywide Ballot) with the Maricopa County Elections Department be entered into, which agreement is now on file in the office of the City Clerk of the City of Glendale.

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

SECTION 3. That the Glendale City Council further authorizes the transfer of budget appropriation from General Fund, Contingency (1000-11901-510200) to General Fund, City Clerk, Elections, Professional/Contractual (1000-10240-518200) in the amount of $45,000 to pay Maricopa County Elections as well as other associated Election expenses.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this _____ day of _____, 2015.

_____
M A Y O R

ATTEST:

_____
City Clerk (SEAL)

APPROVED AS TO FORM:

_____
City Attorney

REVIEWED BY:

_____
Acting City Manager

MARICOPA COUNTY ELECTIONS DEPARTMENT

MENU OF SERVICE – JURISDICTIONS – RECALL ELECTION

CITY OF GLENDALE

JURISDICTION

SHARED WITH ANOTHER COUNTY?	N/A
SHARED WITH ANOTHER DISTRICT?	GLENDALE UNION HS, PEORIA UNIFIED, DEER VALLEY UNIF*

COPY OF ACTION CALLING ELECTION IS ATTACHED (MEETING MINUTES, RESOLUTION, NOTICE, ETC) [ ]

BOARD MEETING DATE: _____

TITLE OF ELECTION	RECALL
ELECTION DATE	NOVEMBER 3, 2015
LAST DAY TO REGISTER	OCTOBER 5, 2015

VOTER REG TOTAL:	21.949*
AS OF:	5/4/2015
COST PER VOTER:	$1.37 PLUS $2.12 EV*
# ON PEVL:	13.225*

CANDIDATES? YES [X] NO [ ]

shared cost with Peoria Unif (VR: 12,115, PEVL: 7,263)

*shared cost with Deer Valley Unif (VR: 4,924, PEVL: 3,161) *shared cost with Glendale Union: (VR: 450, PEVL: 252)*

IF YES, OFFICE(S) TO BE ELECTED:	NUMBER TO ELECT:
COUNCILMEMBER – SAHUARO DISTRICT	1

LAST DAY FOR CANDIDATE FILING / WRITE IN DEADLINE: 60 DAYS (9/4/2015) / 40 DAYS (9/24/2015)

BALLOT QUESTIONS? YES [ ] NO [X]

IF YES, IDENTIFY THE TYPE AND NUMBER OF MEASURES TO APPEAR ON THE BALLOT:

N/A

CONTACT INFORMATION - SIGNOFF ON BALLOT LANGUAGE

PRIMARY CONTACT: PAM HANNA, CITY CLERK

(Individual(s) Authorized To Sign Off On All Proofs)

WORK PHONE #	623-930-2030
HOME PHONE #	623-266-0372
CELL PHONE #	623-262-1980

EMAIL ADDRESS	phanna@glendaleaz.com
FAX #	623-463-6678
ALTERNATE #	

SECONDARY CONTACT: Darcie McCracken, Deputy City Clerk

WORK PHONE #	623-930-3261
HOME PHONE #	623-334-0065
CELL PHONE #	602-762-8836

EMAIL ADDRESS	dmccracken@glendaleaz.com
FAX #	623-463-6678
ALTERNATE #	

ATTORNEY INFO: Deborah Robberson

WORK PHONE #	623-930-2930
HOME PHONE #	
CELL PHONE #	

EMAIL ADDRESS	drobberson@glendaleaz.com
FAX #	
ALTERNATE #	

PRINTING

The Maricopa County Elections Department (MCED) conducts all elections on the Insight Optech (Optical Scan System). The statutory required amount of ballots must be designed, ordered and printed through MCED. 102% of ballots shall be printed.

TRANSLATION

[X] Spanish Translation of ballot text shall be provided by MCED; the translation is bonded, certified, and has been approved by the U.S. Department of Justice. In order to maintain the integrity of the translation, **no changes shall be allowed to translation provided by MCED.** The Jurisdiction is responsible to insure the MCED Spanish Translation also appears in the Information Report, Publicity Pamphlet and Sample Ballot.

[ ] **Jurisdiction will provide their own Spanish translation of ballot text, and will assume all responsibilities regarding the translations accuracy.**

NATIVE AMERICAN TRANSLATION PROVIDED BY MCED: All election related materials must be translated into the Native American languages, as specified on the Federal Register, if a portion of the jurisdiction is located on Indian reservation. A translator must be present at each polling place affected on Election Day. Because MCED is covered by the US Department of Justice under Section 203 of the Voting Rights Act, all translation and translator(s) shall be provided by MCED.

Is any portion of the jurisdiction located on Indian reservation? YES [ ] NO [X]

IF YES, which Tribe/Reservation? **N/A**

REASONABLE ACCOMODATIONS:

MCED will provide reasonable accommodations of the ballot and election materials such as the publicity pamphlet in Large Print, Braille and Audio formats *upon request only*. These requests shall allow adequate time for production and distribution to the voter. The jurisdiction shall refer such requests to MCED. Please provide an electronic copy of the Publicity Pamphlet text in word format for replication in alternative format.

CONTACT INFORMATION: Daniel Ruiz, Director of Public Affairs
druiz@risc.maricopa.gov
(602) 506-1270

MAPPING

BOUNDARY CONFIRMATION: An electronic map (PDF format) and spatial data is provided to the City or Town Clerk (on CD) for approval of boundary information. Please respond within 10 business days with any corrections to the map to **MCED GIS: gismail@risc.maricopa.gov*. If no reply is received by MCED GIS, the district boundaries will be deemed approved by the City or Town Clerk.***

ANNEXATION INFORMATION: **Are there any pending annexations? YES** [ ] **NO** [X]
*(Pending Annexations must be effective no later than **69 days prior** to the election)*
If yes, provide details of each annexation below:

_____

_____

[ ] CD including map & spatial data was provided at the Menu of Service Meeting held on:

[X] CD including map & spatial data was mailed on: _____

BALLOT LAYOUT

THE JURISDICTION IS RESPONSIBLE FOR PROVIDING THE INFORMATION NECESSARY FOR BALLOT LAYOUT FOR EACH ELECTION APPLICABLE DIRECTLY TO MCED BY EMAIL TO:
rvalenzuela@risc.maricopa.gov

105 DAYS PRIOR TO THE ELECTION: *N/A*

Jurisdiction shall submit **FINAL** ballot language to MCED ** **(Full Text & Tag-Line Ballot Text REQUIRED)**

** FULL TEXT IS THE COMPLETE TEXT OF THE MEASURE (*E.G. OFFICIAL TITLE, DESCRIPTIVE TITLE, YES & NO STATEMENTS, ETC.*) AND TAG-LINE TEXT IS A CONDENSED VERSION OF THE FULL TEXT AS PRESCRIBED BY ARS §16.502 M ***(ONLY TAG-LINE TEXT WILL APPEAR ON THE BALLOT)***

90 DAYS PRIOR TO THE ELECTION: *August 5, 2015*

Provide copies of the 200 word statement for all candidates being recalled and the recall petition language from each filed application.

60 DAYS PRIOR TO THE ELECTION: *September 4, 2015*

Jurisdiction shall submit candidates' names to MCED by 7:00 p.m.

X	MCED will provide rotation of candidate names by Election District as required by law. *(by precinct)*
	Jurisdiction will provide rotation of candidate names.*

***THIS INFORMATION MUST BE SUBMITTED TO MCED 60 DAYS PRIOR TO THE ELECTION BY 7:00 P.M., IF NOTICE OR SPECIAL MEETING IS REQUIRED, IT MUST BE DONE PRIOR TO THE DEADLINE.**

CANDIDATE BALLOT PROOF

N/A ☐

59 DAYS PRIOR TO ELECTION MCED shall provide jurisdiction with a TEXTUAL BALLOT PROOF.

59 DAYS PRIOR TO ELECTION jurisdiction shall provide candidates with a TEXTUAL BALLOT PROOF for verification of candidates' names.

54 DAYS PRIOR TO THE ELECTION the jurisdiction shall notify MCED of any changes or corrections* to the TEXTUAL BALLOT PROOF.

The TEXTUAL BALLOT PROOF shall be used as a galley proof to verify the spelling of candidates' names.

ISSUE(S) BALLOT PROOF

N/A X

104 DAYS PRIOR TO ELECTION MCED shall provide the Jurisdiction with a TEXTUAL BALLOT PROOF of the issue(s). This proof shall contain the English version of the ballot issue(s).

100 DAYS PRIOR TO THE ELECTION the Jurisdiction shall notify MCED of any *corrections** to the BALLOT. Sign-off will indicate that text of the issue(s) is final and approved for translation to Spanish.

COSMETIC BALLOT PROOF

UPON COMPLETION OF THE ACTUAL BALLOT, MCED shall provide the Jurisdiction with a COSMETIC BALLOT PROOF that provides the Jurisdiction with an actual version of their ballot as it will appear to the voters. This COSMETIC BALLOT PROOF shall require sign-off to authorize the production of the actual ballot. Any ***corrections**** made at this point can incur additional charges as outlined below. DUE TO THE TIGHT TIMEFRAMES BETWEEN HAVING THIS PROOF AVAILABLE AND THE NEED TO GO TO PRINT, IT WILL BE REQUIRED THAT THE INDIVIDUAL(S) AUTHORIZED TO SIGN OFF ON PROOFS BE AVAILABLE FOR CONTACT AT ANY TIME, INCLUDING POSSIBLY WEEKENDS OR HOLIDAYS. The turnaround timeframe for review can be as little as 2 hours due to the timeframes in place for printing.

PROOFS (CONTINUED)

CORRECTIONS ARE DEFINED AS MISSPELLINGS, GRAMMATICAL ERRORS, OR TYPING ERRORS NOT CONTAINED IN ORIGINAL TEXT PROVIDED TO MCED.

IF DEADLINES ARE NOT ADHERED TO, MCED IS NOT ABLE NOR OBLIGATED TO GUARANTEE PUBLICATION OF YOUR ELECTION MATERIALS IN COMPLIANCE WITH DATES ESTABLISHED BY LAW.

JURISDICTION SHALL INCUR A FEE OF UP TO $5,000 PER DAY FOR SUBMITTING CHANGES TO A SIGNED PROOF, AND THIS AGREEMENT IS SUBJECT TO IMMEDIATE CANCELLATION BY MCED

NOTIFICATIONS

90 Day PEVL Notice: Pursuant to ARS §16-544.D, Not less than ninety days before an election held in **August** or **March**, the County Recorder or other officer in charge of elections shall mail to all voters who are eligible for the election and who are included on the permanent early voting list (PEVL) an election notice. The notice shall include the dates of the elections that are the subject of the notice, the dates that the voter's ballot is expected to be mailed and the address where the ballot will be mailed.

Current PEVL figures can be found online at: http://recorder.maricopa.gov/voterregnet/PEVL.aspx

SAMPLE BALLOTS

N/A ☐

Maricopa County Elections Department will create and mail Sample Ballots for the Election if the election contains ***candidates only***. If the Election does not contain candidates or is coupled with a measure or measures then the "Sample Ballot" shall be contained within the Publicity/Informational Pamphlet. Two (2) copies will be posted at each Polling Place on election day as required by law. (ARS §16-563.1)

SAMPLE BALLOT MAILING

N/A ☐

Sample Ballots will be mailed no later than 11 days prior to the election pursuant to ARS 16-461.D, E. MCED shall not mail printed material it has not produced; therefore, the following applies only to SAMPLE BALLOTS that MCED has generated.

IF MCED IS THE VENDOR PREPARING THE JURISDICTION'S SAMPLE BALLOT, SHALL MCED MAIL?

YES ☐ NO [x] IF YES, By Household ☐ By Registered Voter ☐

IF NO, MCED SHALL PROVIDE THE FOLLOWING ON CD:

VR02 – Mailing label file on CD to Vendor _____ **on** _____

PUBLICITY PAMPHLET MAILING

N/A [X]

Jurisdiction is responsible for layout, preparation and printing. Extra copies, for public distribution (20 copies), must be provided to MCED at least 35 days prior to the Election. The sample ballot shall be included in the Publicity Pamphlet.

MCED will provide the following for mailing purposes:

VR02 – Mailing label file (by household) to Vendor: _____ **on** _____ **Date**

Jurisdiction will mail to each registered voter? YES ☐ **NO** ☐

Will the jurisdiction be mailing a Supplemental Publicity Pamphlet?** **YES** ☐ NO ☐

***(if yes, there will be an additional cost)**

RUNOFF / GENERAL ELECTION (IF NECESSARY) N/A

VR02 – Mailing label file (by household) to Vendor: _____ **on** _____
Date

Will the jurisdiction be mailing a Supplemental Publicity Pamphlet?** **YES** ☐ NO ☐
***(if yes, there is an additional cost)**

*****If Yes, the label file will be provided the Monday following the cut-off of voter registration. Clerk must make arrangements with the vendor for additional printing.***

POSTAL INDICIA/RETURN ADDRESS INFORMATION

Please indicate the US Postal Indicia to be used for mailing Sample Ballot:

☒ **MCED RETURN ADDRESS AND INDICIA** ($.03 - $.08 each)
(Jurisdiction's name appears everywhere except the return address)

☐ **JURISDICTION'S RETURN ADDRESS AND MCED INDICIA** ($.15 - $.18 each)

☐ **JURISDICTION'S RETURN ADDRESS AND INDICIA** (jurisdiction cost)

ELECTION PERSONNEL

MCED WILL RECRUIT POLL WORKERS.
Of Workers per board 6-9
Bilingual board workers will be hired in areas as required.
(U.S. Census data by precinct will be used to determine bilingual areas.)

Pay Scale: Inspectors $115; Others $100; (Plus $25 if certified Premium; $10 attending regular training; $25 attending bilingual training; $5 for Setup)

MCED's PRIORITY WILL BE TO RECRUIT FROM WITHIN THE JURISDICTION.

TROUBLESHOOTERS

Troubleshooters are trained individuals who serve as a liaison between MCED and the poll workers. Troubleshooters are supplied with radios or cellular telephones for direct access during the Monday set-up meetings and on Election Day.

MCED WILL RECRUIT, TRAIN AND COMPENSATE TROUBLESHOOTERS.
Pay Scale: Premium Troubleshooters: $15 hr; Regular $10/hr; Training $10; (plus mileage)

HOTLINE – MONDAY SETUP / ELECTION DAY

HOURS OF OPERATION: Monday (prior to election) from 12 Noon until completion of set-up meetings and Election Day from 5:30 a.m. until all poll workers and troubleshooters have departed.

POLLWORKER / CAMPAIGN FINANCE TRAINING

Election board worker training begins approximately 2 weeks prior to the election. Campaign Finance Training is also available upon request ($50 per hr, min 2 hrs) To schedule a date for Campaign Finance Training, contact Kristi Passarelli at kpassarelli@risc.maricopa.gov or (602) 506-8344 or Berta Ramirez at bramirez@risc.maricopa.gov or (602) 506-0938.

Suggested Location: N/A

Room Capacity: [ ]

Campaign Finance Training: YES [ ] NO [X]

Date, Time & Location: [ ]

POLLING LOCATIONS

MCED WILL OBTAIN THE POLLING LOCATIONS.
(This includes calling to reserve each site and mailing an agreement to each polling place.)

JURISDICTION REQUESTS TO OBTAIN THEIR OWN POLLING PLACES? YES [ ] NO [X]
If YES, please note MCED will need the final listing no later than 90 days prior to the election. MCED is required to obtain a facility use agreement form from each facility and conduct an evaluation prior to election day.

IF YES, please provide MCED with the following:

1. List of polling places indicating precincts assigned to each polling place.
2. Verification and date that U.S. Dept. of Justice pre-cleared the polling places.
3. Assigned room at the polling place.
4. Telephone number of the contact person for each polling place.

REMEMBER TO NOTIFY MCED IMMEDIATELY IF A POLLING PLACE LOCATION CHANGES

Polling Locations are made available to the public 80 days prior to the election (8/17/2015) online at: https://recorder.maricopa.gov/pollingplace/pollingplace.aspx

EARLY VOTING INFORMATION:

First day ballots are mailed: (*27 days prior*)	***WEDNESDAY, OCTOBER 7, 2015***
First day to vote in person: (26 Days prior)	***THURSDAY, OCTOBER 8, 2015***
Last day to request an early ballot:	***FRIDAY, OCTOBER 23, 2015 AT 5:00 PM***
Last day to vote early (in person):	***FRIDAY, OCTOBER 30, 2015 AT 5:00 PM***

EARLY BALLOT REQUESTS: Requests for early ballots, received by your jurisdiction, must be received by MCED no later than 5:00 p.m. on the 11th day preceding the election. ***REQUESTS THAT HAVE BEEN RECEIVED BY YOUR OFFICE FOR EARLY BALLOTS CAN BE FAXED TO:*** 602-506-5112. Voters can request an early ballot by TELEPHONE at 602-506-1511, INTERNET at www.recorder.maricopa.gov, or by MAIL to MARICOPA COUNTY ELECTIONS, 510 S 3rd Ave, PHOENIX AZ, 85003.
MCED strictly adheres to A.R.S. 16-542-F, which defines "emergency voting."

EARLY VOTING LOCATIONS

MCED shall maintain and operate early voting at all three Recorder/Elections offices. For an additional site(s) requested by the Jurisdiction, payroll for staffing these sites is the responsibility of the Jurisdiction. **MCED will provide equipment, supplies and training for the site(s).**

HOURS OF OPERATION: All Early Voting / Satellite locations shall remain open until 5:00 p.m. on the Friday preceding Election Day as required by law, or until the latest hour of operation prior to 5:00 pm on the Friday preceding Election Day.

ADDITIONAL EARLY VOTING LOCATIONS ARE AVAILABLE ON THE MCED WEBSITE:
http://recorder.maricopa.gov/elections/evlocations.aspx

COUNTER VOTING: **Do you want to conduct Counter Voting?** **YES*** [ ] **NO**** [X]

If No, do you want to have a Ballot Box Only for early ballot drop off? **YES [X] **NO** [ ]

*If Yes, the following applies:

- EV Starts 26 days prior to the election. EV will begin at the jurisdiction on the Monday after.*
- Payroll for staffing the Early Voting Site(s) is the responsibility of the Jurisdiction.
- Equipment, Supplies and Training will be provided by MCED.
- All EV Sites will be "ballot on demand" systems. Any registered voter must have the ability to vote at any location.

*Do you want to begin early voting on the same day as MCED? **YES** [ ] **NO** [ ]
If No, EV will begin the following Monday.

EV STAFFING:
Do you have a bilingual employee available for language assistance during voting hours? **YES** [ ] **NO** [ ]

EQUIPMENT: Procedures and Early Voting Supplies will be provided by MCED for Jurisdiction's counter voting. Early Voting Sites include the EDGE Touch Screen voting machine, laptop and ballot on demand printer. ***Training by MCED is required for staff conducting early voting.***

EARLY VOTING - SATELLITE LOCATION OPTION **N/A** [X]

Suggested Satellite Location(s): [ ]
Satellite locations must be approved by MCED.

- EV begins 26 days prior to the election. EV will begin at the Jurisdiction on the Monday after.*
- Payroll for staffing the EV Site(s) is the responsibility of the Jurisdiction.
- Equipment, Supplies and Training will be provided by MCED.
- All EV Sites will be "ballot on demand" systems. Any registered voter must have the ability to vote at any location.
- If EV hours will be different from office hours, a schedule must be provided to MCED prior to the start of EV.

*Do you want to begin early voting on the same day as MCED? **YES** [ ] **NO** [ ]
If No, EV will begin the following Monday.

EARLY VOTING - PROCESSING

MCED WILL PROCESS JURISDICTION'S EARLY BALLOTS AND VERIFY SIGNATURES.

ELECTION DAY SUPPLIES

MCED WILL DELIVER AND PICK UP polling place supplies.

E-POLLBOOKS

Electronic Pollbooks will be used as replacement of paper signature rosters at each polling place. MCED will provide a minimum of two e-pollbooks at each polling location.

PUBLIC RECORD REQUESTS – VOTER DATA

VM51 – Public Record Voter Listing will be provided upon request

[ ] MCED shall process public record requests for voter information on behalf of the Jurisdiction. Forms are available online: *http://recorder.maricopa.gov/elections/pr_requestforms.aspx*

[X] Jurisdiction shall process all public record requests for voter information.*

***Jurisdiction shall provide the following information to all persons obtaining voter data:**
MCED VOTER LISTS, REGISTERS AND FILES CONTAIN RESTRICTED DATA - RELEASE OR DISTRIBUTION OF ALL OR ANY PORTION OF SUCH INFORMATION IS RESTRICTED AND IN SOME CASES PROHIBITED BY LAW, SUBJECT TO CRIMINAL PROSECUTION.

Data contained on electronic media and paper provided to the Jurisdiction containing voter registration files, lists or reports are derived from the County's General Register. The data is the property of the Record Custodian, Maricopa County Elections Department. Pursuant to Arizona law, the data is subject to protections and restrictions. Release, distribution or use of this information is prohibited except by Maricopa County and as disclosed in written request to the Maricopa County Record Custodian, or pursuant to A.R.S. 16-168D, or pursuant to written authorization by the Record Custodian approving release or distribution to, or use by, any one other than the original requester, or to any person or for any purpose not stated or disclosed in the original request. Persons using this information for any purpose except those authorized by law are subject to fine and/or imprisonment. Furthermore, any person who obtains this data for a commercial purpose without indicating the commercial purpose, or any person who uses or knowingly allows the use of this record for a commercial purpose, or for a different commercial purpose than originally stated, or who obtains this data from anyone other than the Custodian of the Record and uses the information for a commercial purpose, is liable to the County for treble damages and attorney fees, in addition to penalties provided by law.

VOTER DATA REPORTS

All files will be produced in .txt format on CD for pickup or electronically for download on the Jurisdiction's VPN as indicated below:

SELECT PREFERRED METHOD:

[X] VPN - Electronic Download

[ ] CD

[ ] Jurisdiction to PICK UP CD

Where? [ ] DWTN 111 S. 3rd Ave [ ] MCTEC 510 S 3rd Ave [ ] MESA 222 E Javelina Dr.

[ ] CD TO BE MAILED Mailing Address:

SELECT REPORTS:

Voter Registration List

☐ **VM34** Party File - voter registration file for the Jurisdiction contains voter name, ID #, mailing and residential address, party affiliation, and voting history for all voters – both active and inactive

Early Voter List Requested

☐ **EV32** ***(Contains: Voter ID, Voter Name, Mailing Address, Telephone Number)***
Report runs **DAILY** throughout the duration of the Early Ballot request period. The first CD/Electronic download will be available 33 days prior to the election. The final CD/Electronic Download will be available the Monday after the last day of early voting.

Early Voter List Returned

☐ **EV33** ***(Contains: Voter ID, Voter Name, Mailing Address, Telephone Number)***
Report runs **DAILY** throughout the duration of the Early Ballot Request period. The first CD/Electronic download will be available the Monday following the mailing of the ballots. The final CD/Electronic download will be available the Monday before the election.

Voted File

☐ **VM55** ***(Contains: Voter ID, Voter Name, Residence Address, Telephone Number, Precinct or District, Political Party, Ballot Type)***
Report will be available within 2 weeks after the election.

LOGIC AND ACCURACY TEST

MCED will provide a letter to the Secretary of State for the tabulation program.

The date, time and place of the Logic and Accuracy Test must be advertised at least 48 hours before the test. **MCED will advertise the test in the Record Reporter.**

L & A TEST DATE (EDGE – TOUCH SCREEN): (TUESDAY BEFORE EV, 10/6/15) TIME: 2:00 PM

L & A TEST DATE (INSIGHT): (THURSDAY BEFORE ELECTION DAY, 10/29/15) TIME: 2:00 PM

RSVP at least one day prior to the test.

LOCATION: Maricopa County Elections Dept., 510 S. 3rd Ave., Phoenix;
(located on the northwest corner of 3rd Avenue and Lincoln in downtown Phoenix)

MEMORY PACK SITES

Poll workers will bring the ballots and memory packs to City/Town Hall after the polls are closed. An analog phone line is necessary to transmit the results to election central. MCED Staff will conduct an evaluation 2 weeks prior to the election. MCED will staff the site. City/Town staff is welcome to assist. (If City/Town Hall is unavailable, MCED shall use the following location:

Possibly: St. Andrew Lutheran Church – 3101 W Cholla St

BALLOT TABULATION

MCED SHALL PERFORM the tabulation of Jurisdiction. **Canvass Date**: _____

ELECTION RESULTS

Election night results will be released *after 8:00PM*.
Results are available online at http://recorder.maricopa.gov/electionresults/

The unofficial results will be e-mailed to you on election night. A "test" email will be sent at 6:30PM to ensure that the email address provided below is accurate. Shortly after 8:00 PM, you will receive the following information by email: "unofficial early results" and a summary of "unofficial combined results". These results will also be posted the County Recorder's webpage. Once all precincts have reported, you will receive an additional email containing an updated "unofficial combined results" summary. Official Results will be available after all ballots including "conditional provisional ballots" have been processed and counted. Primary (Friday after 5:00PM)* General (Tuesday after 5:00PM)* Canvass reports will be provided upon completion of tabulation. **These times may vary*

Election Night Contact Information:

E-MAIL RESULTS TO: phanna@glendaleaz.com and dmccracken@glendaleaz.com

Phone #: 623-262-1980 Alternate #: 602-762-8836

If you need to make a correction to the above information at any time, please email Kristi at kpassarelli@risc.maricopa.gov

POST ELECTION ID VERIFICATION

All City / Town Clerk Offices are designated as Post Election ID Verification Sites for ALL elections. The Clerk and staff must sign an oath of office to be appointed as Deputy County Recorders to be an authorized person to verify ID. At 5:00 PM on the last day (5 days after a Federal General Election and 3 days after all other elections), the City/Town Clerk's office shall notify the Elections Department by phone, fax or email (kpassarelli@risc.maricopa.gov) of the status of verification.
(Even if there have not been any voters come in to provide ID)

STORAGE & RETENTION

Approximately 2 weeks after the election, all materials related to the election (signature rosters, voted ballots, official envelopes, early ballots, etc.) will be available.

JURISDICTION TO PICK UP [ ] MCED TO DELIVER [X]

SPECIAL INSTRUCTIONS:

SPECIAL INSTRUCTIONS FOR DELIVERY & CONTACT INFORMATION:

ACKNOWLEDGEMENTS

By signing below, I hereby agree to all of the content described in this Menu of Service Agreement.

DATE:	
SIGNATURE FOR THE JURISDICTION:	**X**
PAM HANNA	**Title: CITY CLERK**
PHONE NUMBER	623-930-2030
FAX NUMBER	623-463-6678
EMAIL ADDRESS	phanna@glendaleaz.com
STREET ADDRESS	5850 W. Glendale Ave, Ste 455
CITY / ZIP	Glendale/85301
SIGNATURE FOR MCED:	
KRISTI PASSARELLI	**CAMPAIGN FINANCE & JURISDICTIONAL MANAGER**
PHONE NUMBER	(602) 506-8344 or (602) 526-1520 cell
FAX NUMBER	(602) 506-3069
EMAIL ADDRESS	kpassarelli@risc.maricopa.gov
STREET ADDRESS	111 S 3RD AVE, PHOENIX 85003

CITY OF GLENDALE, an Arizona municipal corporation

_____

Richard A. Bowers,
Acting City Manager

ATTEST:

_____

Pamela Hanna, (SEAL)
City Clerk

APPROVED AS TO FORM:

_____

Michael D. Bailey,
City Attorney

File #: 15-413, **Version:** 1

AUTHORIZATION TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE ARIZONA DEPARTMENT OF REVENUE REGARDING ADMINISTRATION OF TAXES

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

Purpose and Recommended Action

This is a request for City Council to waive reading beyond the title and adopt a resolution authorizing the Acting City Manager to enter into an intergovernmental agreement (IGA) with the Arizona Department of Revenue (DOR) regarding the administration, collection, audit and/or licensing of transaction privilege tax, use tax, severance tax, jet fuel excise and use taxes and rental occupancy taxes imposed by the State, cities, or towns.

Background

In October 2008, the City Council authorized entering into an intergovernmental agreement (C-6636) with the DOR for taxpayer joint audits and the uniform method of administration, collection, audit and licensing of transaction privilege tax, use tax, jet fuel excise and use tax and rental occupancy taxes imposed by the State or Cities or Towns.

In June 2013, Governor Brewer signed into law House Bill (HB) 2111 with an implementation date of January 1, 2015. In 2014, HB 2389 adopted several statutory changes as a clean-up amendment to HB 2111. The intent of this legislation is to simplify and centralize transaction privilege (sales) tax administration for businesses operating in Arizona. Upon full implementation, responsibility for tax licensing, remittance, collection, and return processing will shift from the City to the DOR. In addition, this legislation includes provisions for sales tax auditing to be coordinated by the State and make changes to the taxability of Prime Contracting.

In October 2014, the implementation of portions of this legislation was delayed to January 1, 2016. Nevertheless, the changes to auditing moved forward on the original implementation date of January 1, 2015.

This agreement and appendices are effective July 1, 2015 and supersede prior IGA's with the DOR. The term of the agreement shall be from July 1, 2015 through June 30, 2016. This agreement shall automatically be renewed for successive one year terms thereafter unless either party shall terminate this agreement by notice, in writing, no later than sixty calendar days prior to the expiration of the term then in effect.

Analysis

This IGA was negotiated with the DOR by city representatives including a finance director, a tax administrator, and two attorneys, along with assistance from the League of Arizona Cities and Towns. Chief Deputy City Attorney Deborah Robberson represented the City of Glendale as part of this group. Additionally, several

attorneys and tax experts from many cities and towns reviewed and commented on the language during the process, resulting in a document that provides the maximum possible level of information and assurances for the cities.

Local Transaction Privilege Tax (TPT) administration is governed by A.R.S. § 42-6001. This statute was recently modified for the purpose of tax simplification with the passage of House Bill 2111 in 2013 and House Bill 2389 in 2014. This statute now requires the DOR to administer the transaction privilege and use taxes imposed by all cities and towns and to enter into a new IGA with each city and town to reflect these changes and clearly define the working relationship between DOR and Arizona cities and towns.

State administration for the current self-collecting cities is predicated on the DOR having the capability to provide an electronic means for collecting and distributing detailed taxpayer information including specific gross receipts and deductions by classification and by business location. This IGA intends to cover all aspects of administration after the DOR takes over for all cities and towns, but it also includes language allowing self-collecting cities to continue their own tax and license programs until such time that the DOR is able to perform the administrative functions documented in statute.

Although tax simplification will have the greatest impact on those cities and towns that are currently self-collecting local taxes, there are also considerable improvements for cities and towns in the State collection program as a result of simplification, particularly in the form of receiving much more detailed taxpayer data.

The IGA covers all aspects of local tax administration. First and foremost, the IGA addresses confidentiality, including the authorized handling of confidential taxpayer information, expectations for the discreet use of taxpayer data to prevent unauthorized disclosure, and the process to follow in the event of a disclosure. There is also clarified and simplified guidance on the use of aggregated taxpayer data for public reporting and analysis.

The IGA includes clear direction regarding the sharing of general taxpayer license information, legal interpretations and written guidance, rate and fee tables, and any other pertinent tax information that needs to be shared between the cities and towns and the DOR.

Importantly, the IGA identifies exactly which license and tax return data fields must be provided by DOR, and identifies in detail a series of new reports the DOR will soon provide to all cities, both of which will serve to greatly expand the data available to the city for analysis purposes.

The first changes related to tax simplification that went into effect were new rules dealing with auditing, which the DOR and the cities began following in January 2105. The IGA formalizes both the concepts included in statute and the main concepts used in practice by auditors in the field.

Key factors include a commitment to audit for all jurisdictions whenever any audit is being done; the continued authority for any city or town to perform an audit of a taxpayer that is engaged in business only in their town; the general guidance that the DOR will lead all multi-jurisdictional audits, coupled with the option for the DOR to delegate actual audit performance to a city or town when circumstances indicate it would be the most efficient means of completing the audit.

The IGA also provides guidance for handling voluntary disclosure by taxpayers, closing agreements in lieu of litigation, and sets up the responsibilities and authorities of both parties in terms of code or statute interpretations and legal support for protests.

Most importantly, the new IGA provides for a formal review process using the new "State and Local Uniformity Group" made up of four city and four the DOR tax experts who will work together to iron out any problems or conflicts between the cities and the State.

On October 16, 2014, Mr. Duensing, Director of Finance & Technology, provided information about the sales tax simplification tax reform bill (HB2111) to Council.

Previous Related Council Action

At the December 18, 2014 Voting Meeting, City Council authorized entering into a modification to the intergovernmental agreement with the DOR to provide for and interim method for disclosure of information and taxpayer auditing.

At the October 28, 2008 Voting Meeting, City Council authorized entering into an intergovernmental agreement (C-6636) with the DOR for taxpayer joint audits and the uniform method of administration, collection, audit and licensing of transaction privilege tax, use tax, jet fuel excise and use tax and rental occupancy taxes imposed by the State or Cities or Towns.

Community Benefit/Public Involvement

This defines the roles and responsibilities between the city and the state regarding the administration, collection, audit and/or licensing of transaction privilege tax, use tax, severance tax, jet fuel and use taxes and rental occupancy taxes imposed by the State and City.

Budget and Financial Impacts

This agreement will not result in any budgetary impact to the City.

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RESOLUTION NO. 4974 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND ENTERING INTO AN INTERGOVERNMENTAL AGREEMENT ENTITLED "INTERGOVERNMENTAL AGREEMENT BETWEEN THE STATE OF ARIZONA AND CITY/TOWN OF GLENDALE" REGARDING THE ADMINISTRATION OF TRANSACTION PRIVILEGE TAX.

WHEREAS, the City of Glendale and the Arizona Department of Revenue (DOR) entered into an intergovernmental agreement in 2008 for taxpayer joint audits and disclosure of information, among other things; and

WHEREAS, new legislation was passed in 2013 and 2014 which necessitates a revised agreement between the City of Glendale and DOR.

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

SECTION 1. That it is deemed in the best interest of the City of Glendale and the citizens thereof that the "Intergovernmental Agreement between the Arizona Department of Revenue and City/Town" relating to the administration of Transaction Privilege Tax be entered into, which agreement is now on file in the office of the City Clerk of the City of Glendale.

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

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this _____ day of _____, 2015.

_____
M A Y O R

ATTEST:

_____
City Clerk (SEAL)

APPROVED AS TO FORM:

_____
City Attorney

REVIEWED BY:

_____
Acting City Manager
iga_finance_dor.doc

INTERGOVERNMENTAL AGREEMENT BETWEEN THE STATE OF ARIZONA AND THE CITY/TOWN OF GLENDALE

THIS AGREEMENT is entered into this 23rd day of June, 2015, by and between the Arizona Department of Revenue, hereinafter referred to as Department, and the City/Town of Glendale, an Arizona municipal corporation, hereinafter referred to as City/Town. This Agreement shall supersede and replace all previous intergovernmental agreements, including amendments thereto, entered into by the Department and City/Town regarding the administration, collection, audit and/or licensing of transaction privilege tax, use tax, severance tax, jet fuel excise and use taxes and rental occupancy taxes imposed by the State, cities or towns.

RECITALS

WHEREAS, Title 11, Chapter 7, Article 3 (A.R.S. § 11-952) authorizes two or more public agencies to enter into intergovernmental agreements to contract for services, if authorized by their legislative or governing bodies.

WHEREAS, A.R.S. § 42-6001 et seq. was amended effective January 1, 2015 to provide that the Department shall collect and administer any transaction privilege and affiliated excise taxes imposed by any city or town in Arizona and that the Department and each city or town shall enter into an intergovernmental contract or agreement pursuant to A.R.S. § 11-952 to provide a uniform method of administration, collection, audit and licensing of transaction privilege and affiliated excise taxes imposed by the State, cities or towns.

WHEREAS, City/Town has taken appropriate action by ordinance, resolution or otherwise, pursuant to the laws applicable to the governing body of City/Town, to approve and authorize City/Town to enter into this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing, the Department and City/Town enter into this intergovernmental agreement as follows:

1. Definitions

1.1 **A.R.S.** means the Arizona Revised Statutes.

1.2 **Adoption of an Ordinance** means final approval by majority vote of the City/Town council.

1.3 **Audit** means a review to determine the correct amount of tax owed by a taxpayer and includes, but is not limited to, desk reviews and reviews of claims for refund.

1.4 **Closing Agreement** means an agreement to compromise or settle a tax liability.

1.5 **Confidential Information** means all such information as defined in A.R.S. § 42-2001.

1.6 **Confidentiality Standards** means the standards set forth in Appendix A or such other written standards mutually agreed to by the Department and City/Town.

1.7 **Federal Tax Information** means federal return or return information the Department receives from the Internal Revenue Service including any information created by the Department derived from that information. Documents obtained from a taxpayer or State records are not considered Federal Tax Information.

1.8 **Model City Tax Code** means the document defined in A.R.S. § 42-6051. The official copy of the Model City Tax Code is published at modelcitytaxcode.az.gov.

1.9 **Modification** means a change to an assessment required or authorized by statute.

1.10 **Municipal Tax(es)** means transaction privilege and affiliated excise taxes, including use tax, severance tax, jet fuel excise and use tax, and rental occupancy tax, imposed by City/Town in accordance with the Model City Tax Code. Unless the context provides otherwise, this definition includes tax, license fees, penalties, interest and other similar charges.

1.11 **State** means the State of Arizona.

1.12 **State and Local Uniformity Group** ("SLUG") means an advisory group comprised of four representatives from municipal taxing jurisdictions and four representatives of the Department as set forth in Section 13 below.

1.13 **Taxpayer Information** means information protected from disclosure pursuant to Model City Tax Code § 510.

2. Disclosure of Information by City/Town to Department

2.1 **Qualified Recipients of Information:** The Department shall provide a list of the names and job titles of Department employees authorized to request and receive Taxpayer Information from City/Town. The Department shall inform City/Town of any additions, deletions or changes to this list within fifteen calendar days after the change occurs and shall provide an updated list at least annually. This information shall be sent via email to City/Town at taxlic@glendaleaz.com. The City/Town will not disclose Taxpayer Information to a Department employee whose name is not included on this list. City/Town may contact the Department with any questions related to qualified recipients by contacting the Cities Unit at CitiesUnit@azdor.gov.

2.2 **Use of Information:** Any Taxpayer Information released by City/Town to the Department may only be used by the Department for tax administration and collection purposes, and may not be disclosed to the public in any manner that does not comply with the Model City Tax Code. All Taxpayer Information shall be stored and destroyed in accordance with the Confidentiality Standards.

2.3 Municipal Ordinance:

(a) City/Town shall provide the Department with a copy of its Municipal Tax code or any City/Town ordinances imposing the taxes to be collected hereunder within ten calendar days of a request for such information from the Department. This information shall be sent via email to the Cities Unit at CitiesUnit@azdor.gov.

(b) City/Town shall provide the Department with a copy of any ordinance adopted by City/Town after execution of this Agreement that imposes or modifies the Municipal Taxes to be collected hereunder, including a new or different tax rate as defined by A.R.S. § 42-6053(E), within ten calendar days of Adoption of an Ordinance. This information shall be sent via email to the Cities Unit at CitiesUnit@azdor.gov. No such ordinance shall take effect on a date other than the first day of the month that is at least sixty calendar days after city/town provides notice to the Department unless City/Town and the Department agree otherwise. The Department shall add the change to the official copy of the Model City Tax Code within ten business days of receipt of notice from City/Town. City/Town is responsible for confirming the change has been made. Pursuant to A.R.S. § 42-6053(E)(2), changes in tax rates have no effect unless reflected in the official copy of the Model City Tax Code.

(c) Within fifteen calendar days following the adoption of an annexation ordinance, one copy of the ordinance and notification of the effective date of such ordinance shall be sent to the Department via email at GIS@azdor.gov. City/Town shall also include with the notice a list of businesses City/Town knows to be located in the annexed area. The Department shall not be obligated to begin collection of Municipal Tax any sooner than the first day of the month that is at least sixty calendar days after the date the Department received notice from City/Town of the annexation.

2.4 Development and Impact Fees: Upon request, City/Town shall provide to the Department any information regarding development and impact fees to assist the Department with the auditing of taxpayers and billing and collection of taxes.

2.5 Audits: Upon request by the Department, City/Town shall allow inspections and copies of any City/Town tax audits.

2.6 Other Information: City/Town shall also provide other relevant information necessary for tax administration and collection purposes as requested by the Department.

2.7 Statutory Authority: The disclosure of confidential City/Town tax information is governed by Model City Tax Code Section 510.

3. **Disclosure of Information by Department to City/Town.**

3.1 Qualified Recipients of Information: City/Town shall provide a list of the names and job titles of City/Town employees and any independent auditors acting on behalf of City/Town authorized to receive Confidential Information. City/Town shall inform the Department of any additions, deletions or changes to this list within fifteen calendar days after the change occurs and shall provide an updated list at least annually. This information shall be sent via email to the Cities Unit at CitiesUnit@azdor.gov. The Department will not disclose any Confidential Information to a City/Town employee or independent auditor whose name is not included on this list. The Department may contact City/Town with any questions related to qualified recipients by contacting taxlic@glendaleaz.com.

3.2 Suspension of Information: The Department will not withhold Confidential Information from City/Town so long as City/Town complies with A.R.S. § 42-2001 et seq. and the Confidentiality Standards.

(a) If the Department has information to suggest City/Town, or any of its duly authorized representatives, has violated A.R.S. § 42-2001 or the Confidentiality Standards, the Department will send written notice to City/Town detailing the alleged breach as understood by the Department and requesting a response to the allegation within twenty calendar days of the date of the letter.

(b) The Department will review the written response from City/Town and consider the information contained therein and all relevant circumstances surrounding the alleged violation before making a written determination as to whether a suspension of information is warranted and the length of the suspension.

(c) If City/Town is dissatisfied with the Department's determination it may within ten calendar days, submit a written request to SLUG requesting the group review the determination.

(d) If the Department has information to suggest City/Town has violated the Confidentiality Standards, the Department may inspect City/Town's records, facilities, and equipment to confirm whether there has been a violation.

3.3 Information to be Provided: Within the restrictions outlined in this Section, the Department shall provide all of the information detailed in Appendix B, which may be modified by the mutal agreement of the parties. The Department shall not provide Federal Tax Information to City/Town. In addition to the information detailed in Appendix B, City/Town may obtain upon request:

(a) Inspections and/or copies of Department tax audits, including all information related to all cities and towns included in the tax audit; and

(b) Other relevant information necessary for tax administration and collection purposes, including all information necessary to verify City/Town received all revenues collected by the Department on behalf of City/Town.

3.4 Storage and Destruction of Confidential Information: All Confidential Information provided by the Department to City/Town shall be stored, protected, and destroyed in accordance with the Confidentiality Standards.

3.5 Statutory Authority: The Department may disclose Confidential Information to City/Town pursuant to A.R.S. § 42-2003(H) if the information relates to a taxpayer who is or may be taxable by a county, city or town. Any Confidential Information released to City/Town:

(a) May only be used for internal tax administration purposes as defined in A.R.S. § 42-2001(4); and

(b) May not be disclosed to the public in any manner that does not comply with the Confidentiality Standards.

A.R.S. § 42-2003(H)(2) provides that any release of Confidential Information that violates the Confidentiality Standards will result in the immediate suspension of any rights of City/Town to receive taxpayer information pursuant to A.R.S. § 42-2003(H).

3.6 Specificity of Data: A.R.S. § 42-6001 provides that taxpayers shall file and pay Municipal Taxes to the Department if the Department has developed the electronic and nonelectronic tools necessary to capture data with sufficient specificity to meet the needs of all taxing jurisdictions, including specific data regarding each tax classification and any corresponding deductions at each business location of the taxpayer. Pursuant to A.R.S. § 42-5015, the electronic system utilized by the Department must be able to capture data with sufficient specificity to meet the needs of the taxing jurisdiction. The Department and City/Town agree that JT2 and TPT2 (as summarized in Appendix C) are required to meet the specificity needs of City/Town.

(a) Non-Program City/Town: If City/Town performed its own Municipal Tax administration, collection, and licensing prior to July 1, 2015, then if the Department is unable to commit by September 1, 2015 that the data detail behind the JT2 and TPT2 will be provided to City/Town beginning and from January 1, 2016, the following shall take place:

(1) The term of the agreement entered into by the Department and City/Town pertaining to City/Town performing municipal licensing services on behalf of the Department shall be extended for one (1) year; and

(2) All provisions in this Agreement pertaining to the administration, collection, and licensing of Municipal Taxes shall not go into effect until such time as the Department is able to meet the requirements of A.R.S. § 42-6001 and

A.R.S. § 42-5015, however all language in this Agreement related to audit functions shall remain in full force and effect.

(b) Program Cities/Towns: If the Department performed Municipal Tax administration, collection and licensing for City/Town prior to July 1, 2015, then if the Department is unable to commit by September 1, 2015 that the data detail behind the JT2 and TPT2 will be provided to City/Town beginning and from January 1, 2016, the Department will contintinue to perform those functions. The continued provision of such service, however, shall not be deemed waiver of any legal rights or remedies afforded to City/Town including, but not limited to, a failure to meet the requirements of A.R.S. § 42-6001 and A.R.S. § 42-5015.

4. Audit.

The Department shall administer the audit functions for City/Town in accordance with the following provisions.

4.1 **Training**: All auditors and supervisors shall be trained in accordance with the policies of the Department. Auditors who have not completed the training may only work in connection with a trained auditor and cannot be the only auditor assigned to the audit. The Department shall:

(a) Provide audit training at least three times per year, or more frequently if there is a demonstrated need, and be responsible for its costs of the training and any associated materials;

(b) Provide additional training when practical;

(c) Notify City/Town of any training sessions at least thirty calendar days before the date of the training session;

(d) Provide copies of State tax statutes, audit reference materials and audit procedures and manuals;

(e) Permit City/Town auditors and supervisors to attend any scheduled training as space permits at designated training location: and

(f) Provide additional training as needed to inform auditors and supervisors regarding changes in State law or Department policy.

4.2 Conflict of Interest: An auditor or supervisor trained and authorized to conduct an audit may not conduct any of the following prohibited acts:

(a) Represent a taxpayer in any tax matter against the Department or City/Town while employed or in an independent contractor relationship with the Department or City/Town.

(b) Attempt to use his/her official position to secure any valuable thing or valuable benefit for himself/herself or his/her family members.

(c) Represent a taxpayer before the Department or City/Town concerning any matter in which he/she personally participated for a period of one year after he/she ends employment or the independent contractor relationship with the Department or City/Town.

(d) Use information he/she acquires in the course of the official duties as an auditor or supervisor in a manner inconsistent with his/her official duties without prior written approval from the Department.

(e) For a period of one year after he/she ends employment or an independent contractor relationship with the Department or City/Town, work in the same firm as a person who represents a taxpayer against the Department or City/Town unless the firm institutes formal barriers to prevent any sharing of information between the trained auditor or supervisor and the remainder of the firm.

The Department may revoke an individual's authority to audit and prohibit the use of any auditor or supervisor who violates this provision.

4.3 Audits and Refunds:

(a) City/Town may conduct an audit of a taxpayer engaged in business only in City/Town. Before commencing such audit, City/Town shall notify the Department to ensure the taxpayer is not already scheduled for an audit. The Department will provide City/Town with a written response within fifteen calendar days of the notice from City/Town.

(b) Except as permitted below, the Department shall conduct all audits of taxpayers having locations in two or more cities or towns. A City/Town auditor may participate in any audit City/Town requested the Department to perform.

(c) City/Town shall notify the Department if it wants an audit of a taxpayer having locations in two or more Arizona cities or towns and whose primary business activity is in the following business classifications taxable by City/Town, but not a taxable activity under State law:

1. Residential rentals;
2. Commercial rentals;
3. Speculative Builders; or
4. Advertising.

The Department will authorize such audits, to be overseen by the Department, unless there is already an audit of the taxpayer scheduled, or the Department determines the audit selection is discriminatory, an abuse of process or poses other similar defects. The Department will notify City/Town of its determination within thirty calendar days. No initial audit contact may occur

between City/Town and a taxpayer until the Department approves the audit notice.

(d) City/Town may request the Department conduct an audit of a taxpayer having locations in two or more Arizona cities or towns and whose primary business is subject to both city and state tax. The request must be made using the Department's audit request form. Copies of the form can be obtained from the Department's TPT Hub Unit at HubUnit@azdor.gov. The Department shall notify City/Town of the decision regarding the request within thirty calendar days of receipt of the request.

(e) The Department may deny a request for an audit for the following reasons:

1. An audit is already scheduled or planned for the taxpayer within six months of the request;
2. The requested audit would interfere with strategic tax administration planning;
3. The audit selection is discriminatory, an abuse of process or poses other similar defects;
4. The request lacks sufficient information for the Department to determine whether it is appropriate;
5. The Taxpayer was audited within the previous two years;
6. The Department lacks sufficient resources to conduct the audit; or
7. The scope or subject of the audit does not justify the use of Department resources.

(f) If the Department denies a request to conduct an audit because it either lacks resources to conduct the audit itself or the scope or subject of the audit does not justify the use of Department resources then City/Town shall notify the Department if it wants to conduct the audit under the supervision of the Department. No initial audit contact may occur between City/Town and a taxpayer until the Department appoints someone to supervise the audit.

(g) Any decision by the Department denying City/Town's request to conduct any audit may be referred to SLUG in accordance with Section 13 of this Agreement.

(h) All audits conducted by City/Town shall be in accordance with standard audit procedures defined in the Department audit manual. All auditors shall be trained in accordance with Section 4.1 above.

(i) The Department may appoint a manager to supervise any audit conducted by City/Town.

(j) All audits shall include all taxing jurisdictions in the State regardless of which jurisdiction's auditors participate in the audit. All desk reviews must include all taxing jurisdictions for which there is information available.

(k) The Department shall issue all audit assessments on behalf of all taxing jurisdictions in a single notice to the taxpayer.

(l) The Department shall issue Modifications to audit assessments on behalf of all taxing jurisdictions in a single notice to the taxpayer.

4.4 Claims for Refund:

(a) When a taxpayer files a request for refund, including refunds requested by filing amended returns, the Department shall process the request and review it for mathematical errors or for the failure of the taxpayer to properly compute the tax based on the taxable income reported on the return or refund request.

(b) The Department will notify City/Town of all refund requests that are processed involving City/Town's Municipal Taxes within thirty calendar days of processing the refund. City/Town may request an audit of the taxpayer as set forth in Section 4.3 above. .

(c) The Department may assign an auditor to review requests for refunds. The Department will notify City/Town, within thirty calendar days of initiating a review, of all refunds under review by an auditor pertaining to a taxpayer who engages in business within City/Town's taxing jurisdiction and may request that City/Town assign an auditor to assist with such reviews.

(d) City/Town is responsible for payment of all amounts to be refunded to taxpayers for Municipal Tax incorrectly paid to City/Town. The Department may offset a remittance to City/Town under this Agreement to cover the amounts of allowed refunds. If there are insufficient funds available to pay the refund, City/Town must pay the Department within sixty days of written demand from the Department.

(e) The Department shall issue refund approvals/denials on behalf of all taxing jurisdictions in a single notice to the taxpayer. City/Town may request copies of such determinations.

4.5 Protests: Taxpayer protests of audit assessments and desk review assessments and refund denials shall be directed to the Department. Appeals of audit assessments, desk review assessments and refund denials shall be administered pursuant to Title 42, Chapter 1, Article 6, Arizona Revised Statues. Upon request, the Department shall notify City/Town of any appeals within 30 days of receipt of the protest.

4.6 Notice of Resolution: The Department shall notify City/Town when a protest is resolved, including information concerning the resolution of the protest, within 30 days after the resolution of a protest.

4.7 Status Reports: The Department shall keep SLUG apprised of the status of each protested matter involving the imposition of Municipal Taxes. City/Town may request to be on a distribution list for monthly status reports by contacting the Department's Cities Unit.

5. Voluntary Disclosure Agreements

The Department may enter into a voluntary disclosure agreement with a taxpayer. A voluntary disclosure agreement may limit the years subject to audit and waive penalties. City/Town may request to be kept informed of voluntary disclosure agreements involving City/Town Municipal Tax. If City/Town makes that request, the Department will notify City/Town of the Department's intent to enter into an agreement and the Department will provide the taxpayer's identity within thirty calendar days of disclosure. City/Town may request an audit of a taxpayer subject to a voluntary disclosure agreement pursuant to Section 4.3 above.

6. License Compliance

6.1 License Issuance and Renewal: The Department shall issue new Municipal Tax licenses and renew such licenses for City/Town Municipal Tax. The Department of Revenue shall provide City/Town with information about all persons obtaining and renewing tax licenses as set forth in Appendix B.

6.2 License Checks: The Department and City/Town shall coordinate efforts to conduct tax license compliance checks through canvassing and other compliance methods.

6.3 Confidentiality: Any tax license information City/Town obtains from the Department is considered Confidential Information and may only be disclosed as authorized by A.R.S. § 42-2003. Any tax license information City/Town obtains through its own efforts may be disclosed as allowed by applicable City/Town laws.

6.4 Changes to License Fees: Within fifteen calendar days following the Adoption of an Ordinance (or official acknowledgment of approval of an ordinance by voters in an election of a charter city) issuing or modifying a tax license fee, one copy of the ordinance and notification of the effective date of such ordinance shall be sent to the Department via email at CitiesUnit@azdor.gov. The Department shall not be obligated to begin collection of the new or modified fee any sooner than sixty calendar days after the date the Department received the ordinance from City/Town. Notice of an ordinance concerning a renewal tax license fee must be received by the Department by July 31 in order to be collected the following calendar year.

7. Closing Agreements

7.1 **Approval** - The Department shall notify City/Town before entering into a Closing Agreement related to the tax levied and imposed by City/Town. The Department shall seek approval from either City/Town or SLUG before entering into such Closing Agreement. If the Closing Agreement concerns only City/Town, then the Department will attempt to obtain approval from City/Town first, and will only seek approval from SLUG if City/Town is unresponsive or the Department and City/Town cannot reach an agreement. Approval and notice is not required for Modifications of assessments.

7.2 **Litigation** - During the course of litigation, the Department shall seek a range of settlement authority from City/Town or SLUG, unless the circumstances prevent such action. The Department may also request a telephonic meeting of SLUG if time and circumstances require immediate action.

8. Responsibility for Representation in Litigation.

8.1 Administrative Proceedings: The Department shall be responsible for coordinating the litigation and defending the assessment or refund denial in any administrative appeals before the Office of Administrative Hearings or the Director of the Department regardless of who conducted the audit. The Department shall be reasonably diligent in defending the interests of City/Town and City/Town shall assist in such representation as may be requested by the Department.

8.2 Further Appeals: The Arizona Attorney General is responsible for defending the assessment or refund denial at the Board of Tax Appeals, the Arizona Tax Court and all higher courts. City/Town shall assist the Attorney General in such representation and litigation as requested by the Attorney General's Office.

8.3 Mutual Cooperation: The Department and City/Town agree they shall cooperate in the appeal and litigation processes and shall ensure their auditors, supervisors, and other necessary employees are available to assist the Department and the Attorney General for informal interviews, providing documents and computer records, preparing for depositions, attending depositions and trial as witnesses, and assisting in trial/hearing preparation as needed.

8.4 Administrative Decisions: The Department shall provide a copy of any and all administrative hearing level decisions, including Director's decisions issued by the Department to all jurisdictions on a distribution list. City/Town may request to be on the distribution list by contacting the Department's Cities Unit. Administrative decisions are Confidential Information and must be stored and destroyed in accordance with the Confidentiality Standards.

9. Collection of Municipal Taxes

9.1 Tax Returns: Taxpayers who are subject to City/Town Municipal Taxes shall pay such taxes to the Department. Tax payments shall be accompanied by a return prepared by taxpayer on a form prescribed by the Department.

9.2 Collection: The Department shall collect any Municipal Tax imposed by City/Town recorded on the Department's tax accounting system. Amounts the Department collects for delinquent City/Town Municipal Tax accounts after the termination of this Agreement shall be forwarded to City/Town.

9.3 Remittance: All amounts collected by the Department for Municipal Taxes under this Agreement shall be remitted to City/Town weekly on the basis of actual collections. The Department shall initiate the electronic payment by noon on the Monday after the end of the week in which the collections were made. Remittance shall be made in the form of immediately available funds transferred electronically to the bank account designated by City/Town.

9.4 Abatement: The Department, with the approval of the Attorney General, may abate tax under certain circumstances. During the ordinary course of business, the Department may determine for various reasons that certain accounts shall be closed or cancelled. The Department shall seek input from City/Town or SLUG before abating tax or closing accounts. The Department may request a telephonic meeting of SLUG if time and circumstances require immediate action.

9.5 Funds Owed to City/Town: At all times and under all circumstances payments remitted by a taxpayer to the Department for City/Town Municipal Taxes will be considered property of City/Town. The Department may not retain or fail to remit such funds to City/Town for any reason not specifically set forth in this Agreement including, but not limited to, during the course of a dispute between City/Town and the Department.

10. Financing Collection of Taxes.

The costs incurred by the Department in administering this Agreement shall be financed through the State general fund appropriation to the Department.

11. Inter-Jurisdictional Transfers.

All inter-jurisdictional transfers of Municipal Tax monies by the Department shall be handled in the following manner:

11.1 Requests: Requests for inter-jurisdictional transfers shall be made to the Department. The Department will review the request and will not automatically accept the request.

11.2 Notice: The Department shall notify City/Town and any other city or town implicated in the requested transfer a minimum of thirty calendar days prior to any inter-jurisdictional transfer of money.

11.3 Dispute Resolution: Any city or town subject to an inter-jurisdictional transfer shall resolve any dispute over the allocation of the tax in accordance with A.R.S. § 42-6003 and the Department shall transfer the funds subject to an inter-jurisdictional transfer in accordance with the agreed upon allocation in a timely manner.

12. Educational Outreach.

City/Town may conduct, at its own expense, educational outreach to taxpayers who are conducting business activities within City/Town's taxing jurisdiction concerning the Model City Tax Code and the collection and administration of Municipal Taxes. Educational outreach shall be consistent with applicable law and Department written guidance. Upon request, City/Town shall provide information to the Department concerning such educational outreach efforts.

13. SLUG.

The Department shall create an advisory group to help resolve issues

13.1 Members: The members shall consist of four seats representing municipal taxing jurisdictions and four seats representing the Department. Member seats may be split so some people fill the position for only certain issues, such as audit selection or collection abatement. There shall also be a list of alternate members, who may be asked by a regular member who is unable to attend a meeting to take that member's place at a SLUG meeting.

13.2 Selection: The Director of the Department shall appoint people to serve as members of SLUG. Municipal taxing jurisdictions shall nominate members from municipal taxing jurisdictions. All members shall serve for a period of one year unless they resign at an earlier date. Members may be appointed to serve consecutive terms. Members appointed to fill vacancies shall serve for the time remaining on the term.

13.3 Meetings: SLUG shall meet on a regular basis and at least monthly unless the members agree to cancel the meetings due to a lack of agenda items. It can schedule additional meetings as necessary to timely discuss issues presented. Alternate members may attend meetings, but cannot participate in any discussion or voting, unless filling the seat of a regular member.

13.4 Issues: City/Town may refer issues to SLUG involving the following:

(a) Decisions by the Department to not audit a taxpayer;

(b) Amendments to Department audit procedures or manuals;

(c) Closing Agreements or a range of settlement authority;

(d) Abatement or account closure in collections;

(e) Suspension of disclosure of information from the Department; and

(f) Other issues as authorized by the Director of the Department or agreed upon by the parties.

13.5 **Recommendations**: SLUG shall make recommendations to the Director of the Department. If the recommendation is approved by at least five members of SLUG, the Director will accept the recommendation of SLUG. If SLUG cannot reach a recommendation agreeable to at least five members of the group, the Director may act as he deems to be in the best interests of all parties.

13.6 **Voting**: Voting shall be by secret ballot.

13.7 **Procedures:** **SLUG** may develop procedures concerning the operation of the group as long as they are not inconsistent with this Agreement.

14. Funding of Additional Auditors by City/Town.

14.1 **Funding**: At the sole discretion of City/Town, City/Town may contribute funding to the Department to pay for additional auditors to assist the Department in the performance of audits of Municipal Tax owed to City/Town. Such additional auditors funded by City/Town shall at all times be deemed to be employees of the Department and under no circumstances shall be deemed to be employees or agents of City/Town. It is the parties' intention that City/Town funding be used to increase the capabilities of the Department to perform Municipal Tax audits and not to subsidize or replace State funding required for audit and collection of taxes.

14.2 **Use of Funds:** City/Town funding for additional auditors under this Section shall be used to fund the auditors' salaries and employee related expenses and shall not be used to pay for Department office space, utilities, equipment, supplies, or similar kinds of overhead.

14.3 **Pool of Funds:** The Department may pool any City/Town funding with any other similar funding provided by other municipal taxing jurisdictions to pay for additional auditors. The Department shall separately account for such funds in its annual budget.

14.4 **Accounting:** The Department shall provide an annual accounting to City/Town, by August 31 each year describing how City/Town funding was used during the prior fiscal year.

15. Satellite Offices for Department Auditors.

15.1 **Funding**: City/Town, at its own expense and at its sole discretion, may provide one or more satellite offices and associated amenities for use by Department employees to provide audit and/or customer service to taxpayers. Use of such facilities by Department employees shall be at the sole discretion of the Department. Nothing in this section shall require the Department to make use of such facilities provided by City/Town.

15.2 **Requirements:** Any Department employee using a City/Town satellite office must meet reasonable requirements of City/Town related to the use of the facility. City/Town shall be responsible for notifying the Department of any concerns, and the Department shall be responsible for taking appropriate actions to resolve those concerns.

15.3 **Termination:** Once a satellite office is established, City/Town shall provide at least 180 calendar days written notice to the Department prior to the termination or relocation of a satellite office. The Department may discontinue the use of a satellite office at any time upon notice to City/Town and shall promptly remove all Department property.

15.4 **License:** All requirements of City/Town and the Department related to the satellite office shall be outlined in a mutually acceptable form of license and subject to separate approval.

16. Non-availability of Funds.

Every payment obligation of the Department and the City/Town pursuant to this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation, except for the rendering of funds to City/Town paid by a taxpayer for Municipal Taxes or tax license fees of City/Town. If funds are not appropriated, allocated and available or if the appropriation is changed resulting in funds no longer being available for the continuance of this Agreement, this Agreement may be terminated at the end of the period for which funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments or for any damages as a result of termination under this Section. The termination of this Agreement shall not entitle the Department to retain any Municipal Tax collected on behalf of City/Town pursuant to this Agreement.

17. Waiver.

Nothing in this Agreement should be interpreted as City/Town relinquishing its legal rights under the Arizona Constitution or other applicable law, nor that City/Town is conceding the administration and collection of its Municipal Tax is not of a local interest or should not be under local control.

18. Cancellation

The requirements of A.R.S. § 38-511 apply to this Agreement. The Department or City/Town may cancel this Agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the Department or City/Town is, at any time while this Agreement or any extension is in effect, an employee, agent or consultant of the other party with respect to the subject matter of this Agreement.

19. Notice.

(a) When any Notice to City/Town is required under the terms of this Agreement, such Notice shall be mailed to City/Town at the following address, directed to the attention of:

City of Glendale
Attn: Finance Director
5850 W. Glendale Avenue
Glendale, Arizona 85301

With a copy to:

City of Glendale
Attn: City Manager
5850 W. Glendale Avenue
Glendale, Arizona 85301

City of Glendale
Attn: City Attorney
5850 W. Glendale Avenue
Glendale, Arizona 85301

(b) When any Notice to the Department is required under the terms of this Agreement, such Notice shall be mailed to:

Arizona Department of Revenue
Attn: Director, Division Code 20
1600 W. Monroe
Phoenix, AZ 85007

Notice to the Department's Hub Unit or City Unit may be mailed to:

Arizona Department of Revenue
Division Code 16
1600 W. Monroe
Phoenix, AZ 85007

20. Non-discrimination.

The Department and City/Town shall comply with Executive Order 2009-9, which mandates all persons, regardless of race, color, religion, sex, age, or national origin, shall have equal access to employment opportunities, and all other applicable State and Federal employment laws, rules, and regulations, including the Americans with Disabilities Act. The Department and City/Town shall take affirmative action to ensure applicants for employment and employees are not discriminated against due to race, creed, color, religion, sex, national origin or disability.

21. Compliance with Immigration Laws and A.R.S. § 41-4401.

21.1 The Department and City/Town shall comply with all Federal immigration laws and regulations relating to employees and warrants compliance with A.R.S. § 23-214(A) which reads in part: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the e-verify program."

21.2 A breach of compliance with immigration laws and regulations shall be deemed a material breach of this Agreement and may be grounds for the immediate termination of this Agreement.

21.3 The Department and City/Town retain the legal right to inspect the papers of any employee who works on the Agreement to ensure the Department and City/Town is complying with the applicable Federal immigration laws and regulations and State statutes as set forth above.

22. Audit of Records.

City/Town and the Department shall retain all data, books, and other records ("Records") relating to this Agreement for at least six (6) years (a) after termination of this Agreement, and (b) following each annual renewal thereof. All Records shall be subject to inspection by audit by the State at reasonable times. Upon request, the Department and City/Town shall produce any or all such records. This Agreement is subject to A.R.S. §§ 35-214 and -215.

23. Amendments.

Any amendments to or modifications of this Agreement must be executed in writing in accordance with the provisions of this Agreement.

24. Mutual Cooperation.

In the event of a disagreement between the parties with regard to the terms, provisions and requirements of this Agreement or in the event of the occurrence of any circumstances bearing upon or affecting this Agreement, parties hereby agree to mutually cooperate in order to resolve the said disagreement or deal with the said circumstance.

25. Arbitration.

To the extent required by A.R.S. § 12-1518(B) and as provided for in A.R.S. § 12-133, the parties agree to resolve any dispute arising out of this Agreement by arbitration. The parties agree that any lawsuit filed by City/Town relating to the issues outlined in Section 17 of this Agreement is not considered to be a dispute arising out of this Agreement.

26. Implementation.

The implementation and execution of the provisions of this Agreement shall be the responsibility of the Director of the Department or his representative and the Mayor his/her designee, or another party with designated authority pursuant to applicable law or City/Town charter on behalf of City/Town.

27. Limitations.

Nothing in this Agreement shall be construed as limiting or expanding the statutory responsibilities of the parties in performing functions beyond those granted to them by law, or as requiring the parties to expend any sum in excess of their appropriations.

28. Duration.

28.1 The term of this Agreement shall be from July 1, 2015 through June 30, 2016. This Agreement shall automatically be renewed for successive one year terms thereafter unless either party shall terminate this Agreement by notice, in writing, no later than sixty calendar days prior to the expiration of the term then in effect.

28.2 If State legislation enacted subsequent to the date of this Agreement substantially affects the performance of this Agreement by either party or substantially diminishes the benefits either party would receive under this Agreement, either

party may then terminate this Agreement by giving at least thirty calendar days' notice to the other party. The termination will become effective immediately upon the expiration of the notice period unless otherwise agreed to by the parties.

28.3 Notwithstanding any provision to the contrary herein, both parties may by mutual agreement provide for the termination of this contract upon such terms and at such time as is mutually agreeable to them.

28.4 Any notice of termination shall be mailed and served on the other party in accordance with Section 19 of this Agreement.

28.5 During the term of this Agreement, the terms and conditions of this Agreement will undergo an annual review to be completed no later than March 1st of each year. The review will be performed by a committee made up of equal parts representatives of the Department and representatives of the municipal taxing jurisdictions entering into an IGA with the Department for the administration and collection of Municipal Taxes.

29. Choice of Law.

The laws and regulations of the State of Arizona shall govern the rights of the parties, the performance of this Agreement, and any disputes arising from this Agreement.

30. Entire Agreement.

This document, including other documents referred herein, and any approved subcontracts, amendments and modifications made thereto, shall constitute the entire Agreement between the parties and shall supersede all other understandings, oral or written.

31. Signature Authority.

31.1 By signing below, the signer certifies he or she has the authority to enter into this Agreement on behalf of his or her respective party, and he or she has read the foregoing and agrees to accept the provisions herein on said party's behalf.

31.2 This Intergovernmental Agreement may be executed in counterpart.

Signature Date	Signature Date
Typed Name and Title	Typed Name and Title
Entity Name	Entity Name
Address	Address
City State Zip	City State Zip
RESERVED FOR THE ATTORNEY GENERAL:	**RESERVED FOR CITY/TOWN ATTORNEY:**
This agreement between public agencies has been reviewed pursuant to A.R.S. § 11-952 by the undersigned Assistant Attorney General who has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to the Arizona Department of Revenue represented by the Attorney General. **MARK BRNOVICH** The Attorney General _____ Signature Assistant Attorney General Date: _____	APPROVED AS TO FORM AND AUTHORITY: BY: _____ CITY/TOWN ATTORNEY Date: _____

APPENDIX A

ARIZONA DEPARTMENT OF REVENUE
CONFIDENTIALITY REQUIREMENTS

1. Confidential Information

1.1 Confidential Information is defined in A.R.S § 42-2001. Confidential Information may not be disclosed except as provided by statute. A.R.S. § 42-2001(B).

1.2 License information obtained from the Department of Revenue is Confidential Information and may only be disclosed as authorized by A.R.S. § 42-2003. License information obtained from other sources is not Confidential Information.

1.3 Information about a taxpayer's identity obtained from the Department of Revenue is Confidential information and may only be disclosed as authorized by A.R.S. § 42-2003. Identity information obtained from other sources is not Confidential Information.

1.4 Confidential Information includes information about a single taxpayer and also aggregated information about a group of identified or identifiable taxpayers. Aggregated information from fewer than three taxpayers in a grouping on a statewide basis or fewer than ten taxpayers in a grouping for an area that is less than state level (city or town) may be Confidential Information. Such information may not be released unless the City/Town Administrator reviews the relevant information concerning the aggregate data and makes a determination in writing that the aggregate data does not reveal information about any specific taxpayer. Such determination should take into consideration the following:

a. The proportionality of the tax information applicable to individual members of the group of taxpayers; no individual taxpayer's information should be discernable due to its relative size/taxable sales, compared to other members of the group;

b. The total aggregated tax information; the aggregate information cannot allow viewers to draw conclusions about individual taxpayers (e.g., there are 6 car dealers in the city and the total aggregate sales were $900,000 and none of them reported individual sales above the $20,000 mark, which would have qualified for the lower tax rate on large purchases)

c. Any other factor that could cause the aggregate data to be used to determine information specific to a single taxpayer.

2. Protecting Information

2.1 City/Town must identify all places, both physical and logical, where Confidential Information is received, processed and stored and create a plan to adequately secure those areas.

2.2 Confidential Information must be protected during transmission, storage, use, and destruction. City/Town must have policies and procedures to document how it protects its information systems, including Confidential Information contained therein. An example of appropriate protection standards is set forth in National Institute of Standards and Technology Special Publication 800-53. The publication may be found at http://nvlpubs.nist.gov/nistpubs/SpecialPublications/NIST.SP.800-53r4.pdf

2.3 Employees are prohibited from inspecting information unless they have a business reason for the information. Browsing information concerning friends, neighbors, family members, or people in the news is strictly prohibited.

2.4 All removable media, including paper and CDs, containing Confidential Information must be secured when not in use and after normal business hours by placing all materials in a locked drawer or cabinet. During use, Confidential Information must be protected so that it is not visible to members of the public or anyone without a business need for the information.

2.5 All individuals accessing or storing Confidential Information from an alternative work site must enter into a signed agreement that specifies how the Confidential Information will be protected while at that site. Only trusted employees shall be permitted to access Confidential Information from alternative sites. Confidential Information may not be accessed while in public places such as restaurants, lounges, or pools.

2.6 Confidential Information may not be sent outside the local area network by unencrypted email. City/Town is responsible for ensuring in-flight email communications containing Confidential Information are sent through a secure process. This may include encryption of the email message, a secure mailbox controlled by City/Town, an encrypted point-to-point tunnel between the correspondents or use of Transport Layer Security (TLS) between correspondents. The acceptable encryption algorithms are set forth in the standards attached as Exhibit 1, which may be updated to accommodate changed technology.

2.7 Confidential Information may not be discussed in elevators, restrooms, the cafeteria, or other public areas. Terminals should be placed in such a manner that prohibits public viewing of Confidential Information.

2.8 When transporting confidential materials the materials should be covered so that others cannot see the Confidential Information. When sending Confidential Information by fax a cover sheet should always be used.

2.9 Any person with unsupervised access to Confidential Information shall receive training on the confidentiality laws and requirements to protect such information before being given access to such Information and annually thereafter. They must sign certificates after the training acknowledging that they understand their responsibilities. City/Town must keep records to document this training and certification.

3. Disclosure of Information

3.1 Confidential Information may only be disclosed as permitted by A.R.S. § 42-2003.

3.2 Confidential Information is confidential by statute and, therefore, does not have to be disclosed in response to a public records request. A state agency may deny inspection of public records if the records are confidential by statute. *Berry v. State,* 145 Ariz. 12, 13 699 P.2d 387, 388 (App. 1985).

3.3 A taxpayer may designate a person to whom Confidential Information may be disclosed by completing a Department of Revenue Form 285, or such other form that contains the information included in the Form 285. City/Town may contact the Department of Revenue's Disclosure Officer if there are any questions concerning this requirement.

Disposal of Information

4.1 All removable media containing Confidential Information must be returned to the Department of Revenue or sanitized before disposal or release from the control of City/Town.

4.2 Confidential Information may be destroyed by shredding or burning the materials when no longer needed. Confidential Information may not be disposed of by placing the materials in the garbage or recycle bins. Destruction of Confidential Information may be performed by a third party vendor. City/Town must take appropriate actions to protect the Confidential Information in transit and storage before it is destroyed, such as periodic inspections of the vendor.

4.3 Computer system components and devices such as copiers and scanners that have been used to store or process Confidential Information may not be repurposed for non-tax administration uses unless the memory or hard drive of the device is sanitized to ensure under no circumstances Confidential Information can be restored or recovered.

EXHIBIT 1

ENCRYPTION STANDARDS

1.0 Acceptable Encryption Algorithms – The following encryption algorithms are considered acceptable for use in information systems to protect the transmission or storage of Confidential Information and system access.

1.1.1 Acceptable Security Strength – the security strength of an encryption algorithm is a projection of the time frame during which the algorithm and the key length can be expected to provide adequate security. The security strength of encryption algorithms is measured in bits, a measure of the difficulty of discovering the key.

a. The current minimum key strength for Confidential Information is 112 bits.

1.1.2 Symmetric Encryption Algorithms – The following symmetric encryption algorithms are considered acceptable for use.

Algorithm	Reference	Acceptable Key Strengths
Advanced Encryption Standard (AES)	FIPS 197	128, 192 or 256 bits
Triple Data Encryption Algorithm (TDEA) (three key 3DES)	SP 800-67	168 bits

1.1.3 Key Agreement Schemes – The following key agreement schemes are considered acceptable for use

Key Agreement Scheme	Reference	Acceptable Key Strengths	
		Finite Fields	Elliptical Curves
Diffie-Hellman (DH) or MOV	SP 800-56A SP 800-135	P = 2048 Q = 224 or 256	N: 224-255 and H=14 N: 256-383 and H=16 N: 384-511 and H=24 N: 512+ and H=32
RSA – based	SP 800-131A	N = 2048	

1.1.4 Hash Functions – The following hash functions are considered acceptable for use

Digital Signature Generation	Digital Signature Verification	Non-digital signature generation applications
SHA-224 SHA-256 SHA-384	SHA-224 SHA-256 SHA-384	SHA-1 SHA-224 SHA-256

SHA-512	SHA-512	SHA-384 SHA-512

1.1.5 Digital Signature Algorithms – The following digital signature algorithms are considered acceptable for use.

Digital Signature Algorithm	FIPS Publication	Digital Signature Generation Settings	Digital Signature Verification Settings	Relative Strengths
Digital Signature Standard (DSA)	FIPS 186-4	p>= 2048 q = 224	p>= 2048 q = 224	>= 112 bits
RSA Digital Signature	FIPS 186-4	2048	2048	>= 112 bits
ECDSA	FIPS 186-4	224	224	>= 112 bits

1.1.6 Message Signature Algorithms – The following digital signature algorithms are considered acceptable for use.

Hash Algorithms	Hash Generation	Hash Verification
HMAC	>= 112 bits	>= 112 bits
CMAC	AES, 3DES	AES, 3DES
CCM and GCM/GMAC	AES	AES

APPENDIX B

From the effective date of this Agreement until the new functionalities set forth below are implemented, the Department of Revenue will provide the following reports:

City Payment Journal Detail;
City Payment Journal Summary;
New License Report

Within 30 days after the first month's implementation of the JT2, the Department of Revenue will provide a new License Report and License Update Report containing at least the following fields:

NEW LICENSE REPORT AND LICENSE UPDATE REPORT

Fields displayed:

- Region Code
- Run Date
- Report Start Date
- Report End Date
- Update Date
- ID Type
- ID
- Account ID
- Entity Name
- Ownership Type
- License ID
- OTO/Applied For indicator
- Bankruptcy Indicator
- Filing Frequency
- Issue Date
- Account Start Date
- Business Start Date
- Arizona Start Date
- Doc Loc Nbr
- Accounting Method
- Close Date
- Close Code
- Business Description
- NAICS1
- NAICS2
- NAICS3
- NAICS4
- Mailing Street1
- Mailing Street2
- Mailing Street3
- Mailing City

- Mailing State
- Mailing ZIP
- Mailing Country
- Mailing Phone Number
- Mailing Address Add date
- Mailing Address End Date
- Audit Street1
- Audit Street 2
- Audit Street 3
- Audit City
- Audit State
- Audit Zip
- Audit Country
- Audit Phone Number
- Audit Address Add Date
- Audit Address End Date
- Location Code
- Business Codes
- Location Name (DBA)
- Number of Units
- Location Street 1
- Location Street 2
- Location Street 3
- Location City
- Location State
- Location Zip
- Location Country
- Location Phone Number
- Location Start Date
- Location End Date
- Primary Location Street 1
- Primary Location Street 2
- Primary Location Street 3
- Primary Location City
- Primary Location State
- Primary Location Zip Code
- Primary Location Country
- Primary Location Phone Number
- Primary Location Start Date
- Primary Location End Date
- Owner Name
- Owner Title
- Owner Name 2
- Owner Title 2
- Owner Name 3
- Owner Title 3

Within 30 days of the implementation of the TPT2, the Department of Revenue will provide the following reports with at least the fields indicated below:

CITY PAYMENT JOURNAL

- Run Date
- Report Start Date
- Report End Date
- GL Accounting Period
- Period End Date
- Payment received date
- Return received date
- Payment process date
- Return process date
- Filing Frequency
- License ID
- Entity Name
- Location Code
- Location Name (DBA)
- Location Street 1
- Location Street 2
- Location Street 3
- Location City
- Location State
- Location Zip
- Location Country
- NAICS
- Business Code
- Doc Loc Nbr
- Pmt Loc Nbr
- Gross Receipts
- Total Deductions
- Tax or Fee Collected
- P & I Collected
- Audit Collections
- Tran Type
- Tran Subtype
- Rev Type

CITY PAYMENT JOURNAL SUMMARY

- Region Code
- Run Date
- Report Start Date
- Report End Date
- GL Accounting Period
- Business Code
- Number of Accounts

- Collections

Within 30 days after the first month's implementation of the TPT2, the following reports with at least the fields indicated below:

NO MONEY REPORT

- Region Code
- GL Accounting Period
- Period End Date
- Payment received date
- Return received date
- Payment process date
- Return process date
- Filing Frequency
- License ID
- Entity Name
- Location Code
- Location Name (DBA)
- Location Street 1
- Location Street 2
- Location Street 3
- Location City
- Location State
- Location Zip
- Location Country
- NAICS
- Business Code
- Doc Loc Nbr
- Pmt Loc Nbr
- Gross Receipts
- Total Deductions
- Tax or Fee Collected
- P & I Collected
- Audit Collections
- Tran Type
- Tran Subtype

DEDUCTION REPORT

- Region Code
- Run Date
- Report Start Date
- Report End Date
- GL Accounting Period
- Period End Date
- License ID
- Entity Name

- Location Code
- Location Name (DBA)
- Business Code
- Doc Loc Nbr
- Deduction Code
- Deduction Amount
- Tran Type
- Tran Subtype
- Rev Type

Within 30 days after taxes (subject to fund distributions) are collected, the Department of Revenue will provide the following report with at least the fields indicated below:

FUND DISTRIBUTION REPORT

- Region Code
- Run Date
- Report Start Date
- Report End Date
- GL Accounting Period
- Period End Date
- Payment Received Date
- Return Received Date
- Payment Processed Date
- Return Processed Date
- License ID
- Entity Name
- Location Code
- Location Name (DBA)
- Business Code
- Doc Loc Nbr
- Fund Allocation Code
- Amount Distributed

FUND DISTRIBUTION SUMMARY REPORT

- Region Code
- Run Date
- Report Start Date
- Report End Date
- GL Accounting Period
- Fund Allocation Code
- Amount Distributed

JT-2/UC-001 (7/15)

ARIZONA JOINT TAX APPLICATION (JT-2)

License & Registration
ARIZONA DEPARTMENT OF REVENUE
PO BOX 29032
Phoenix, AZ 85038-9032

IMPORTANT! Incomplete applications WILL NOT BE PROCESSED.

- Please read form instructions while completing the application. Additional information and forms available at www.azdor.gov
- Required information is designated with an asterisk (*).
- Return completed application AND applicable license fee(s) to address shown at left.
- For licensing questions regarding transaction privilege tax, call Taxpayer Information & Assistance: (602) 542-4576

You can file and pay for this application online at www.AZTaxes.gov. It is fast and secure.

SECTION A: Business Information

1* Federal Employer Identification No. or Social Security No. *if sole proprietor without employees*

2* License Type – *Check all that apply:*
☐ Transaction Privilege Tax (TPT) ☐ Use Tax
☐ Withholding/Unemployment Tax (*if hiring employees*) ☐ TPT for Cities ONLY

3* Type of Organization/Ownership – *Tax exempt organizations must attach a copy of the Internal Revenue Service's letter of determination.*
☐ Individual/Sole Proprietorship ☐ Subchapter S Corporation ☐ Government ☐ Joint Venture
☐ Corporation ☐ Association ☐ Estate ☐ Receivership
State of Inc. ☐ Partnership ☐ Trust
Date of Inc. M,M,D,D,Y,Y,Y,Y ☐ Limited Liability Company ☐ Limited Liability Partnership

4* Legal Business Name

5* Mailing Address – number and street | City | State | ZIP Code

County/Region | Country

6* Business Phone No. (*with area code*) | 7 Email Address | 8 Fax Number (*with area code*)

9* Description of Business: *Describe merchandise sold or taxable activity.*

10* **NAICS Codes:** Available at www.azdor.gov

11* Did you acquire or change the legal form of an existing business?
☐ No ☐ Yes → You must complete Section F

12* Are you a construction contractor?
☐ No ☐ Yes (*see bonding requirements*)

BONDING REQUIREMENTS: Prior to the issuance of a Transaction Privilege Tax license, new or out-of-state contractors are required to post a Taxpayer Bond for Contractors unless the contractor qualifies for an exemption from the bonding requirement. The primary type of contracting being performed determines the amount of bond to be posted. Bonds may also be required from applicants who are delinquent in paying Arizona taxes or have a history of delinquencies. Refer to the publication, Taxpayer Bonds, available online at www.azdor.gov or in Arizona Department of Revenue offices.

WITHHOLDING LICENSE ONLY

13* Withholding Physical Location
Number and street (*Do not use PO Box, PMB or route numbers*) | City | State | ZIP Code

County/Region | Country

Continued on page 2 →

FOR AGENCY USE ONLY		
	ACCOUNT NUMBER	DLN
☐ New	START	TRANSACTION PRIVILEGE TAX
☐ Change	S/E DATE	WITHHOLDING / SSN / EIN
☐ Revise	COMPLETED DATE	EMPLOYEE'S NAME
☐ Reopen	LIABILITY	LIABILITY ESTABLISHED

CASHIER'S STAMP ONLY. DO NOT MARK IN THIS AREA.

Name (as shown on page 1)	FEIN or SSN (as shown on page 1)

SECTION B: Identification of Owners, Partners, Corporate Officers Members/Managing Members or Officials of this Employing Unit

If you need more space, attach Additional Owner, Partner, Corporate Officer(s) form available at www.azdor.gov. If the owner, partners, corporate officers or combination of partners or corporate officers, members and/or managing members own more than 50% of or control another business in Arizona, attach a list of the businesses, percentages owned and unemployment insurance account numbers or provide a Power of Attorney (Form 285) which must be filled out and signed by an authorized corporate officer.

Owner 1	*Social Security No.	*Title	*Last Name	First Name	Middle Intl.	
	*Street Address		*City	*State	* % Owned	
	*ZIP Code	*County	*Phone Number (*with area code*)	*Country		
Owner 2	*Social Security No.	*Title	*Last Name	First Name	Middle Intl.	
	*Street Address		*City	*State	* % Owned	
	*ZIP Code	*County	*Phone Number (*with area code*)	*Country		
Owner 3	*Social Security No.	*Title	*Last Name	First Name	Middle Intl.	
	*Street Address		*City	*State	* % Owned	
	*ZIP Code	*County	*Phone Number (*with area code*)	*Country		

SECTION C: Transaction Privilege Tax (TPT)

1* Date Business Started in Arizona M,M,D,D,Y,Y,Y,Y	2* Date Sales Began M,M,D,D,Y,Y,Y,Y	3 What is your anticipated annual income for your first twelve months of business?

4 Filing Frequency ☐ Monthly ☐ Quarterly ☐ Seasonal ☐ Annual If seasonal filer, *check the months for which you intend to do business:*

☐ JAN ☐ FEB ☐ MAR ☐ APR ☐ MAY ☐ JUN ☐ JUL ☐ AUG ☐ SEP ☐ OCT ☐ NOV ☐ DEC

5 Does your business sell tobacco products? ☐ Yes → ☐ Retailer OR ☐ Distributor	6 TPT Filing Method ☐ Cash Receipts ☐ Accrual	7 Does your business sell new motor vehicle tires or vehicles? ☐ Yes → You will have to file Motor Vehicle Tire Fee form available at www.azdor.gov

8* Tax Records Physical Location – number and street (*Do not use PO Box, PMB or route numbers*)	City	State	ZIP Code
County	Country		
9* Name of Contact	* Phone Number (*with area code*)	Extension	

SECTION D: Transaction Privilege Tax (TPT) Physical Location

1* Business Name, "Doing Business As" or Trade Name at this Physical Location			
2* Physical Location of Business or Commercial/Residential Rental Number and street (*Do not use PO Box, PMB or route numbers*)	City	State	ZIP Code
County/Region	Country		
Residential Rental Only – Number of Units	Reporting City (*if different than the physical location city*)		

3* Additional County/Region Indian Reservation: County/Region and Indian Reservation Codes available at www.azdor.gov

County/ Region					City					

Business Codes (Include all codes that apply): See instructions. Complete list available at www.azdor.gov

State/ County					City					

If you need more space, attach Additional Business Locations form available at www.azdor.gov

Name (as shown on page 1)	FEIN or SSN (as shown on page 1)

SECTION E: Withholding & Unemployment Tax Applicants

1* *Regarding THIS application*, Date Employees First Hired in Arizona M,M|D,D|Y,Y,Y,Y	2 Are you liable for Federal Unemployment Tax? ☐ Yes ➔ First year of liability: Y,Y,Y,Y
3 Are individuals performing services that are excluded from withholding or unemployment tax? ☐ Yes ➔ *Describe services:*	4 Do you have an IRS ruling that grants an exclusion from Federal Unemployment Tax? ☐ Yes ➔ *Attach a copy of the Ruling Letter.*

5 Do you have, or have you previously had, an Arizona unemployment tax number?
☐ No
☐ Yes ➔ Business Name: _____ Unemployment Tax Number: _____

6 First calendar quarter Arizona employees were/will be hired and paid (indicate quarter as 1, 2, 3, 4):	Hired Year	Hired Quarter	Paid Year	Paid Quarter
	Y,Y,Y,Y	Q	Y,Y,Y,Y	Q

7 When did/will you first pay a total of $1,500 or more gross wages in a calendar quarter? *(indicate quarter as 1, 2, 3, 4)* Exceptions: $20,000 gross cash wages Agricultural: $1,000 gross cash wages Domestic/Household: not applicable to 501(c)(3) Non-Profit.	Year	Quarter
	Y,Y,Y,Y	Q

8 When did/will you first reach the 20th week of employing 1 or more individuals for some portion of a day in each of 20 different weeks in the same calendar year? *(indicate quarter as 1, 2, 3, 4)* Exceptions: 10 or more individuals Agricultural; 4 or more individuals 501(c)(3) Non-Profit; not applicable to Domestic/Household.	Year	Quarter
	Y,Y,Y,Y	Q

SECTION F: Acquired Business Information

If you answered "Yes" to Section A, question 11, you must complete Section F.

1* Did you acquire or change all or part of an existing business? ☐ All ☐ Part	2* Date of Acquisition M,M|D,D|Y,Y,Y,Y	3* EIN of Business Under Previous Owner

4* Previous Owner's Telephone Number	5* Name of Business Under Previous Owner	6* Name of Previous Owner

7* Did you change the legal form of all or part of the Arizona operations of your existing business? (e.g., change from sole proprietor to corporation or etc.) ☐ All ☐ Part	8* Date of Change M,M|D,D|Y,Y,Y,Y	9* EIN of Previous Legal Form

SECTION G: AZTaxes.gov Security Administrator (authorized users)

By electing to register for www.AZTaxes.gov, you can have online access to account information, file and pay Arizona transaction privilege, use, and withholding taxes. You may also designate authorized users to access these services. Please provide the name of the authorized user for AZTaxes.gov.

Name of Authorized User
Title
Email Address
Phone Number (*with area code*)

SECTION H: Required Signatures

This application must be signed by either a sole owner, at least two partners, managing member or corporate officer legally responsible for the business, trustee or receiver or representative of an estate that has been listed in Section B.

Under penalty of perjury I (we), the applicant, declare that the information provided on this application is true and correct. I (we) hereby authorize the security administrator, if one is listed in Section G, to access the AZTaxes.gov site for the business identified in Section A. This authority is to remain in full force and effect until the Arizona Department of Revenue has received written termination notification from an authorized officer.

1 Print or Type Name	2 Print or Type Name
Title	Title
Date	Date
Signature	Signature

This application must be completed, signed, and returned as provided by A.R.S. § 23-722.

Equal Opportunity Employer/Program

This application available in alternative formats at Unemployment Insurance Tax Office.

PLEASE COMPLETE SECTION I: STATE/COUNTY & CITY LICENSE FEE WORKSHEET TO CALCULATE AND REMIT TOTAL AMOUNT DUE WITH THIS APPLICATION.

Name (as shown on page 1)	FEIN or SSN (as shown on page 1)

SECTION I: State/County & City License Fee Worksheet

ALL FEES ARE SUBJECT TO CHANGE. Check for updates at azdor.gov.

To calculate **CITY FEE:** Multiply **No. of Locations** by the **License Fee** and enter sum in **License Subtotal**.

City/Town	Code	No. of Loc's	License Fee	License Subtotal	City/Town	Code	No. of Loc's	License Fee	License Subtotal	City/Town	Code	No. of Loc's	License Fee	License Subtotal
Apache Junction	AJ		$50.00		Goodyear	GY		$5.00		Sahuarita	SA		$5.00	
Avondale	AV		$40.00		Guadalupe	GU		$2.00		San Luis	SU		$2.00	
Benson	BS		$5.00		Hayden	HY		$5.00		Scottsdale	SC		$50.00	
Bisbee	BB		$1.00		Holbrook	HB		$1.00		Sedona	SE		$2.00	
Buckeye	BE		$2.00		Huachuca City	HC		$2.00		Show Low	SL		$2.00	
Bullhead City	BH		$2.00		Jerome	JO		$2.00		Sierra Vista	SR		$1.00	
Camp Verde	CE		$2.00		Kearny	KN		$2.00		Snowflake	SN		$2.00	
Carefree	CA		$10.00		Kingman	KM		$2.00		Somerton	SO		$2.00	
Casa Grande	CG		$2.00		Lake Havasu	LH		$5.00		South Tucson	ST		$2.00	
Cave Creek	CK		$20.00		Litchfield Park	LP		$2.00		Springerville	SV		$5.00	
Chandler	CH		$50.00		Mammoth	MH		$2.00		St. Johns	SJ		$2.00	
Chino Valley	CV		$2.00		Marana	MA		$5.00		Star Valley	SY		$2.00	
Clarkdale	CD		$2.00		Maricopa	MP		$2.00		Superior	SI		$2.00	
Clifton	CF		$2.00		Mesa	ME		$30.00		Surprise	SP		$10.00	
Colorado City	CC		$2.00		Miami	MM		$2.00		Taylor	TL		$2.00	
Coolidge	CL		$2.00		Nogales	NO		$25.00		Tempe	TE		$50.00	
Cottonwood	CW		$2.00		Oro Valley	OR		$12.00		Thatcher	TC		$2.00	
Dewey/Humboldt	DH		$2.00		Page	PG		$2.00		Tolleson	TN		$2.00	
Douglas	DL		$5.00		Paradise Valley	PV		$2.00		Tombstone	TS		$1.00	
Duncan	DC		$2.00		Parker	PK		$2.00		Tucson	TU		$45.00	
Eagar	EG		$10.00		Patagonia	PA		$25.00		Tusayan	TY		$2.00	
El Mirage	EM		$15.00		Payson	PS		$2.00		Wellton	WT		$2.00	
Eloy	EL		$10.00		Peoria	PE		$50.00		Wickenburg	WB		$2.00	
Flagstaff	FS		$46.00		Phoenix	PX		$50.00		Willcox	WC		$25.00	
Florence	FL		$2.00		Pima	PM		$2.00		Williams	WL		$2.00	
Fountain Hills	FH		$2.00		Pinetop/Lakeside	PP		$2.00		Winkelman	WM		$2.00	
Fredonia	FD		$10.00		Prescott	PR		$25.00		Winslow	WS		$10.00	
Gila Bend	GI		$2.00		Prescott Valley	PL		$2.00		Youngtown	YT		$10.00	
Gilbert	GB		$2.00		Quartzsite	QZ		$2.00		Yuma	YM		$2.00	
Glendale	GE		50.00		Queen Creek	QC		$2.00						
Globe	GL		$2.00		Safford	SF		$2.00						
Subtotal City License Fees (column 1)			$		Subtotal City License Fees (column 2)			$		Subtotal City License Fees (column 3)			$	

AA TOTAL City License Fee(s) (column 1 + 2 + 3)			$
	No. of Loc's	**Fee per Location**	**TOTAL**
BB TOTAL State License Fee(s): Calculate by multiplying number of business locations by $12.00		**$12.00**	$
Residential Rental License Fees - Multiply the number of units per locations by $2.00 ($50.00 Annual Cap per license).	**No. of Units**	**No. of Loc's**	**City Fee**
Residential Rental License-Chandler			$
Residential Rental License-Phoenix			$
Residential Rental License-Scottsdale			$
CC TOTAL City Residential Rental License Fees (Add Chandler, Phoenix, & Scottsdale)			$
DD TOTAL DUE (Add lines AA + BB + CC)			$

ONLY CHANDLER, PHOENIX, and SCOTTSDALE need to use this section, and NOT the fee chart above, to calculate license fee(s). The amount for each city CANNOT EXCEED $50.00

- Make check payable to Arizona Department of Revenue.
- Include FEIN or SSN on payment.
- Do not send cash.
- License will not be issued without full payment of fee.

TRANSACTION PRIVILEGE, USE, AND SEVERANCE TAX RETURN - (TPT-2)

Arizona Department of Revenue

PO Box 29010 - Phoenix, AZ 85038-9010
For assistance out of state or in the Phoenix area: (602) 255-2060 or
Statewide, toll free area codes 520 and 928: (800) 843-7196

TPT-2 return is due the 20th day of the month following the month in which the transactions were conducted

TAXPAYER IDENTIFICATION NUMBER ☐ SSN ☐ EIN	
LICENSE NUMBER	
PERIOD BEGINNING M M D D Y Y Y Y	PERIOD ENDING M M D D Y Y Y Y
REVENUE USE ONLY. DO NOT MARK IN THIS AREA	
POSTMARK DATE	RECEIVED DATE

TAXPAYER INFORMATION

☐ AMENDED RETURN ☐ FINAL RETURN (Cancel License) ☐ CHECK HERE AND SIGN BELOW IF YOU HAVE NO GROSS RECEIPTS TO REPORT

BUSINESS NAME	
C/O	
MAILING ADDRESS	
CITY STATE ZIP CODE	
☐ ADDRESS CHANGED (MAILING ADDRESS ONLY)	BUSINESS PHONE NUMBER

AA	NET AZ/COUNTY TAX (PAGE 2, LINE MM, COLUMN (M))	
BB	NET CITY TAX (PAGE 3, LINE RR, COLUMN (M))	
CC	NET TAX DUE ON THIS RETURN (LINE AA + LINE BB = LINE CC)	
DD	TPT ESTIMATED PAYMENTS TO BE USED ON THIS RETURN (JUNE RETURN ONLY, DUE IN JULY)	
EE	TAX DUE NET OF TPT ESTIMATED PAYMENTS (LINE CC - LINE DD = LINE EE)	
FF	TOTAL AMOUNT REMITTED WITH THIS RETURN	$

NOTE: A TRANSACTION DETAIL PAGE IS REQUIRED OR THE RETURN WILL NOT PROCESS CORRECTLY AND PENALTIES MAY APPLY.

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct and complete. Declaration of preparer (other than taxpayer) is based on all information of which preparer has any knowledge.

☐ The taxpayer designates the individual listed below as the person to contact to schedule an audit of this return and authorize the disclosure of confidential information to this individual.

TAXPAYER PRINTED NAME

TAXPAYER SIGNATURE DATE

PAID PREPARER'S SIGNATURE (OTHER THAN TAXPAYER)

TAXPAYER PHONE NO. TITLE

PAID PREPARER'S TIN PAID PREPARER'S PHONE NO.

PLEASE MAKE CHECK PAYABLE TO ARIZONA DEPARTMENT OF REVENUE

STATE (AZ) /COUNTY TRANSACTION DETAIL (See Table 1 on the Tax Rate Table, www.azdor.gov)

	(A)	(B) REG. CODE	(C) NAME OF REGION	(D) BUS. CODE	(E) DESC. OF BUS. ACTIVITY	(F) GROSS RECEIPTS	(G) DEDUCTIONS **FROM SCHEDULE A**	(H) (F) - (G) = (H) NET TAXABLE	(I) AZ / COUNTY TAX RATE	(J) (H) X (I) = (J) TOTAL TAX	(K) ACCTNG CREDIT RATE	(L) (H) X (K) = (L) ACCOUNTING CREDIT	(M) (J) - (L) = (M) AZ/COUNTY TAX DUE
1													
2													
3													
4													
5													
6													
7													
8													
9													
10													
11													
12													
13													
14													
15													
16													
17													
18													
19													
20													
21													
22													
23													
24													
25													
GG	SUBTOTAL												
HH	TOTALS FROM ADDITIONAL AZ/COUNTY PAGE(S)												
II	TOTAL (LINE GG + LINE HH = LINE II)												
JJ	EXCESS TAX COLLECTED												
KK	EXCESS TAX ACCOUNTING CREDIT: (SEE INSTRUCTIONS)												
LL	NET AZ/COUNTY EXCESS TAX COLLECTED (LINE JJ, COLUMN (M) - LINE KK, COLUMN (M))												
MM	NET AZ/COUNTY TAX (LINE II, COLUMN (M) + LINE LL, COLUMN (M))												

TRANSACTION PRIVILEGE, USE, AND SEVERANCE TAX RETURN - (TPT-2)

LICENSE NUMBER: _____

CITY TRANSACTION DETAIL (See Table 2 on the Tax Rate Table, www.azdor.gov)

	(A) LOC. CODE	(B) CITY CODE	(C) NAME OF CITY	(D) BUS. CODE	(E) DESC. OF BUS. ACTIVITY	(F) GROSS RECEIPTS	(G) DEDUCTIONS **FROM SCHEDULE A**	(H) (F) - (G) = (H) NET TAXABLE	(I) CITY TAX RATE	(J) (H) X (I) = (J) TOTAL TAX	(K)	(L) CITY CREDIT	(M) (J) - (L) = (M) CITY TAX DUE
1													
2													
3													
4													
5													
6													
7													
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16													
17													
18													
19													
20													
21													
22													
23													
24													
25													
NN	CITY SUBTOTAL												
OO	CITY SUBTOTALS FROM ADDITIONAL CITY PAGE(S)												
PP	CITY TOTAL (LINE NN + LINE OO = LINE PP)												
QQ	CITY EXCESS TAX COLLECTED												
RR	NET CITY TAX (LINE PP, COLUMN (M) + LINE QQ, COLUMN (M))												

TRANSACTION PRIVILEGE, USE, AND SEVERANCE TAX RETURN - (TPT-2)
ADDITIONAL TRANSACTIONS

LICENSE NUMBER: _____ PAGE 2A OF _____

STATE (AZ) /COUNTY TRANSACTION DETAIL (See Table 1 on the Tax Rate Table, www.azdor.gov)

	(A)	(B) REG. CODE	(C) NAME OF REGION	(D) BUS. CODE	(E) DESC. OF BUS. ACTIVITY	(F) GROSS RECEIPTS	(G) DEDUCTIONS **FROM SCHEDULE A**	(H) (F) - (G) = (H) NET TAXABLE	(I) AZ / COUNTY TAX RATE	(J) (H) X (I) = (J) TOTAL TAX	(K) ACCTNG CREDIT RATE	(L) (H) X (K) = (L) ACCOUNTING CREDIT	(M) (J) - (L) = (M) AZ/COUNTY TAX DUE
1													
2													
3													
4													
5													
6													
7													
8													
9													
10													
11													
12													
13													
14													
15													
16													
17													
18													
19													
20													
21													
22													
23													
24													
25													
AZ/COUNTY SUBTOTAL						$	$					$	$

ADD SUBTOTALS OF AZ/COUNTY ADDITIONAL TRANSACTIONS TO THE 2ND PAGE OF RETURN

TRANSACTION PRIVILEGE, USE, AND SEVERANCE TAX RETURN - (TPT-2)
ADDITIONAL TRANSACTIONS

LICENSE NUMBER: _____ PAGE 3A OF _____

CITY TRANSACTION DETAIL (See Table 2 on the Tax Rate Table, www.azdor.gov)

	(A) LOC. CODE	(B) CITY CODE	(C) NAME OF CITY	(D) BUS. CODE	(E) DESC. OF BUS. ACTIVITY	(F) GROSS RECEIPTS	(G) DEDUCTIONS **FROM SCHEDULE A**	(H) (F) - (G) = (H) NET TAXABLE	(I) CITY TAX RATE	(J) (H) X (I) = (J) TOTAL TAX	(K)	(L) CITY CREDIT	(M) (J) - (L) = (M) CITY TAX DUE
1													
2													
3													
4													
5													
6													
7													
8													
9													
10													
11													
12													
13													
14													
15													
16													
17													
18													
19													
20													
21													
22													
23													
24													
25													
CITY SUBTOTAL						$	$					$	$

ADD SUBTOTALS OF CITY ADDITIONAL TRANSACTIONS TO THE 3RD PAGE OF RETURN

TPT-2 – SCHEDULE A DEDUCTIONS – STATE/COUNTY
TRANSACTION PRIVILEGE, USE, AND SEVERANCE TAX

LICENSE NUMBER: _____ Page _____ of _____

STATE (AZ) /COUNTY DEDUCTIONS DETAIL

	(A)	(B) REGION CODE	(C) BUSINESS CODE	(D) DEDUCTION CODE	(E) DEDUCTION AMOUNT	(F) DESCRIPTION OF DEDUCTION CODE
1					$	
2					$	
3					$	
4					$	
5					$	
6					$	
7					$	
8					$	
9					$	
10					$	
11					$	
12					$	
13					$	
14					$	
15					$	
16					$	
17					$	
18					$	
19					$	
20					$	
21					$	
22					$	
23					$	
24					$	
25					$	
26					$	
27					$	
28					$	
29					$	
30					$	
31					$	
32					$	
33					$	
34					$	
35					$	
AA	SUBTOTAL OF DEDUCTIONS.....				$	
BB	DEDUCTION TOTALS FROM ADDITIONAL AZ/COUNTY PAGE(S) ...				$	
CC	TOTAL DEDUCTIONS (LINE AA + LINE BB = LINE CC).....				$	

TOTAL MUST EQUAL TOTAL ON PAGE 2, LINE II, COLUMN G

FINAL

TPT-2 – SCHEDULE A DEDUCTIONS – CITY
TRANSACTION PRIVILEGE, USE, AND SEVERANCE TAX

LICENSE NUMBER: _____ Page _____ of _____

CITY DEDUCTIONS DETAIL

	(A) LOCATION CODE	(B) CITY CODE	(C) BUSINESS CODE	(D) DEDUCTION CODE	(E) DEDUCTION AMOUNT	(F) DESCRIPTION OF DEDUCTION CODE
1					$	
2					$	
3					$	
4					$	
5					$	
6					$	
7					$	
8					$	
9					$	
10					$	
11					$	
12					$	
13					$	
14					$	
15					$	
16					$	
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27					$	
28					$	
29					$	
30					$	
31					$	
32					$	
33					$	
34					$	
35					$	

AA SUBTOTAL OF DEDUCTIONS.....	$
BB DEDUCTION TOTALS FROM ADDITIONAL CITY PAGE(S).....	$
CC TOTAL DEDUCTIONS (LINE AA + LINE BB = LINE CC).....	$

TOTAL MUST EQUAL TOTAL ON PAGE 3, LINE PP, COLUMN G

FINAL

File #: 15-327, **Version:** 1

AUTHORIZATION TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH GLENDALE ELEMENTARY SCHOOL DISTRICT NO. 40 FOR THE SERVICES OF A SCHOOL RESOURCE OFFICER AT TWO SCHOOL CAMPUSES DURING THE 2015-16 SCHOOL YEAR

Staff Contact: Debora Black, Police Chief

Purpose and Recommended Action

This is a request for City Council to waive reading beyond the title and adopt a resolution authorizing the Acting City Manager to enter into an intergovernmental agreement (IGA) with Glendale Elementary School District No. 40 (GESD40) to assign one Glendale Police Officer at each of the two select campuses to serve as a School Resource Officer (SRO) during the 2015-16 school year.

Background

SROs were assigned to schools in the Glendale area from 1992-2010. This program was primarily funded through grants received by the school districts and was found to be very effective for both the schools and the Glendale Police Department (GPD). Assigned SROs serve as a liaison between the school and the GPD; promoting crime prevention and police/community relationships in the schools and to other groups that have a potential impact on juvenile crime. The SROs educate the students and school personnel by providing relevant and informative educational programs dealing with peer pressure, child abuse, gangs, drug awareness, and other related issues. The SROs work on campus while school is in session. During the summer break SROs complete duties assigned by the GPD.

In 2011, due to a lack of grant funding, the assignment of SROs at campuses was discontinued. In 2013, a few school districts, including GESD40, were able to identify funding in their budgets and began participating in the program once again. In late June 2014, the School Safety Program Oversight Committee agreed to spend almost $12 million in the upcoming school year on school safety programs to add officers to schools across the state. Challenger Middle School and Harold W. Smith Elementary School, which are part of GESD40, were among the schools selected to receive funds. One officer was assigned to each school for the 2014-15 school year. Grant funding is continuing for the 2015-16 school year and this IGA will allow both schools to continue with an SRO for the new school year beginning August 10, 2015.

Analysis

If approved, one officer will be assigned to Challenger Middle School, and one officer will be assigned to Harold W. Smith Elementary School, until May 26, 2016. Staff is recommending that Council adopt a resolution authorizing the City Manager to enter into an IGA with GESD40 to assign one Glendale Police Officer at each of the two select campuses to serve as an SRO.

Previous Related Council Action

On September 9, 2014, Council adopted a resolution (No. 4848 New Series) authorizing the City Manager to enter into an IGA with GESD40 to assign one Glendale Police Officer at each of the two select campuses to serve as an SRO.

Community Benefit/Public Involvement

This partnership allows GPD to continue educational efforts in local schools while increasing police visibility and presence in the community.

Budget and Financial Impacts

The yearly salary and benefits for each SRO was estimated at $112,788.88 per officer. GESD40 received grant funding to pay approximately 83% of each officer's salary and grant-reimbursable employee related expenses, or $93,990.73 for each officer at each school, covering the ten months of the school year. The remaining $18,798.15 of each officer's salary and benefits will be paid for by the Police Department.

Cost	Fund-Department-Account
$37,578.30	**1840-33228-500200, School Resource Officer IGAs-Training Salaries**

Capital Expense? No

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?

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RESOLUTION NO. 4975 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF AN INTERGOVERNMENTAL AGREEMENT WITH GLENDALE ELEMENTARY SCHOOL DISTRICT NO. 40 FOR SERVICES OF SCHOOL RESOURCE OFFICERS AT THE FOLLOWING SCHOOLS: ONE POLICE OFFICER AT CHALLENGER MIDDLE SCHOOL AND ONE POLICE OFFICER AT HAROLD W. SMITH ELEMENTARY SCHOOL TO AID IN REDUCING CRIME THROUGH EDUCATION, POSITIVE INTERACTION AND ENFORCEMENT.

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

SECTION 1. That it is deemed in the best interest of the City of Glendale and the citizens thereof that an intergovernmental agreement with the Glendale Elementary School District No. 40 for one police officer at Challenger Middle School and one police officer at Harold W. Smith Elementary School to aid in reducing crime on the school campus through education, positive interaction and enforcement be entered into, which agreement is on file in the office of the City Clerk of the City of Glendale.

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

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this _____ day of _____, 2015.

_____
M A Y O R

ATTEST:

_____
City Clerk (SEAL)

APPROVED AS TO FORM:

_____
City Attorney

REVIEWED BY:

_____
Acting City Manager

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE CITY OF GLENDALE
AND
GLENDALE ELEMENTARY SCHOOL DISTRICT NO. 40
FOR
SERVICES OF SCHOOL RESOURCE OFFICERS

This Intergovernmental Agreement ("Agreement") is entered into this ____ day of _____ 2015, by and between the City of Glendale, a municipal corporation ("City"), and the Glendale Elementary School District No. 40 ("District"), for Challenger Middle School, 6905 West Maryland Avenue, Glendale, AZ 85303, and Harold W. Smith Elementary School, 6534 N 63rd Avenue, Glendale, AZ 85301 ("Schools"), political subdivisions of the State of Arizona. (City and District are referred to herein individually as a "Party and collectively as the "Parties").

WITNESSETH

1. Purpose of Agreement. The purpose of this Agreement is for the City to assign one police officer to each of the Schools from August 10, 2015 to May 26, 2016. The program is a cooperative effort between the City and the District. The police officers will work with and aid the School's administration and student population in reducing crime on the School's campus. Activities include education, positive police/student interaction, and enforcement of criminal laws.

2. Term. The term of the Agreement shall be from August 10, 2015 until the end of the School year, May 26, 2016. During the days the Schools are not in session, the police officers shall perform his/her regular police duties at a station as determined by the Chief of Police or his/her designee.

3. Termination. Either Party upon 30 days prior written notice may terminate the Agreement without cause.

4. Relationship of Parties. City shall have the status of an independent contractor for the purpose of this Agreement. The police officer assigned to the School, shall be considered an employee of the City and shall be subject to its control and supervision; however, the principal (or his/her designee) of the School will provide an evaluation of the assigned police officer to the Chief of Police or his/her designee. The police officer assigned to the School will be subject to the current procedures in effect for police officers of the Glendale Police Department ("GPD"), including attendance at all mandated training and testing to maintain state police officers certification. This Agreement is not intended to, and will not constitute, create, give rise to, or otherwise recognize a joint venture, partnership, or formal business association or organization of any kind between Parties, and the rights and obligations of the Parties shall be only those expressly set forth in this Agreement. The Parties agree that no person supplied by the District to accomplish the goal of this Agreement is a City employee and no rights under City civil service, retirement, or personnel rules accrue to such person.

5. Cost. District agrees to pay the City $93,990.73 for the 2015-16 school year for each of the police officer's benefits/salary. The District will not be responsible for overtime (unless the District requests it) or other expenses relating to or resulting from police related activities, such as criminal investigations and response to gang fights, assaults, and arsons. Each Party will maintain a budget for expenditures under this Agreement. Payment from the District is due quarterly upon receipt of an itemized statement detailing services rendered.

6. Police Officers Responsibilities. The police officer's duties and responsibilities while at the assigned School shall be as follows:

   6.1 Serve as a liaison between the School and GPD.
   6.2 Solicit and promote crime prevention and police/community relations in School and/or to other groups that have a potential impact on juvenile crime.
   6.3 Consult with students, parents, teachers, and School officials regarding problems and issues. Be knowledgeable of referral agencies in order to provide information to the requesting parties.
   6.4 Work with other unit members, School personnel, and provide supervision in a positive, cooperative and productive manner.
   6.5 Enforce all applicable laws in a fair and consistent manner.
   6.6 Perform an authorized tasks or assignments as instructed by the GPD supervisor.
   6.7 Educate the students and School personnel by providing relevant and informative educational programs.
   6.8 Be flexible in his/her work schedule to attend major events as deemed appropriate by School administration.
   6.9 Maintain high visible presence on and around campus.

7. Time and Place of Performance. The police officer will be available for duty at the assigned School each day that the School is in session during the regular School year. The police officer's activities will be restricted to the designated School grounds except for:

   7.1 Follow-up home visits when needed as a result of School related student problems.
   7.2 Incentive programs approved by the Parties.
   7.3 In response to off campus, but School related criminal activity.
   7.4 In response to emergency police activities.
   7.5 Mandatory GPD meetings.
   7.6 Mandatory GPD programs to maintain continuing proficiency standards to maintain police officers certification.
   7.7 Any scheduled court hearings, trials or grand jury that requires the police officer's appearance.

8. District Responsibilities.

   8.1 The District will provide each police officer an office and such equipment, as is necessary, at the assigned School. The equipment shall include a telephone and filing space capable of being secured.
   8.2 The Schools agrees to act reasonably and in good faith to assist the police officer in the performance of his/her duties and responsibilities.

9. Cancellation. The City and the District acknowledge that this Agreement is subject to cancellation by either Party pursuant to the provisions of A.R.S. § 38-511.

10. Program Continuation Subject to Appropriation. The provisions of this Agreement shall be effective when funds are appropriated for purposes of this Agreement and are actually available for payment by the District. The District shall be the sole judge and authority in determining the availability of funds under this Agreement. The District shall keep the City fully informed as to the availability of funds for its program. The obligation of the District to make any payment pursuant to this Agreement is a current expense of the District, payable exclusively from such annual appropriations, and is not a general obligation or indebtedness of the District. If the Board of the District fails to appropriate money sufficient to pay the reimbursements as set forth in this Agreement during any immediately succeeding fiscal year, this Agreement shall terminate at the end of then-current fiscal year and the City and the District shall relieved of any subsequent obligation under this Agreement.

11. Entire Agreement. This Agreement comprises the entire agreement of the Parties and supersedes any and all other agreements or understandings, oral and written, whether previous to the execution hereof or contemporaneous herewith. Any amendments or modifications to this Agreement shall be made only in writing and signed by the Parties to this Agreement.

12. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona.

13. Worker's Compensation. An employee of either Party shall be deemed to be an "employee" of both public agencies while performing pursuant to this Agreement solely for purposes of A.R.S. § 23-1022 and the Arizona Workers' Compensation laws. The primary employer shall be solely liable for any workers' compensation benefits, which may accrue. Each Party shall post a notice pursuant to the provisions of A.R.S. § 23-1022.

14. FERPA Compliance. Both Parties will ensure that the dissemination and disposition of educational records complies at all times with the Family Educational Rights and Privacy Act of 1974 and any subsequent amendments thereto.

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

16. Property Disposition. The Parties do not anticipate having to dispose of any property upon partial or complete termination of this Agreement. However, to the extent that such disposition is necessary, property shall be returned to its original owner.

17. E-Verify. Both Parties acknowledge that immigration laws require them to register and participate with the E-Verify program (employment verification program administered by the United States Department of Homeland Security and the Social Security Administration or any successor program) as they both employ one or more employees in this state. Both Parties warrant that they have registered with and participate with E-Verify. If either Party later determines that the other non-compliant Party has not complied with E-Verify, it will notify the non-compliant Party by certified mail of the determination and of the right to appeal the determination.

18. Notice. All notices relating to this Agreement shall be deemed given when mailed, by certified or registered mail, or overnight courier, to the other Party at the address set forth below or such other address as may be given in writing from time to time:

If to CITY:	Glendale Police Department Attn: Chief Debora Black 6835 North 57th Drive Glendale, Arizona 85301
With a copy to:	Glendale City Attorney 5850 West Glendale Avenue Glendale, Arizona 85301
If to DISTRICT:	Glendale Elementary School District No. 40 Attn: Sue Pederson 7301 North 58th Avenue Glendale, AZ 85301

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS HEREOF, the Parties, through their respective undersigned authorized officers, have duly executed this Agreement as of the day and year first written above.

CITY OF GLENDALE, an Arizona municipal corporation

_____
Richard A. Bowers, Acting City Manager

ATTEST:

_____
Pamela Hanna, City Clerk (SEAL)

APPROVED AS TO FORM:

_____
Michael D. Bailey, City Attorney

By: _____
Glendale Elementary School District No. 40

Approved as to Form and within the powers and authority of the District:

_____
Legal Counsel for the District

File #: 15-418, **Version:** 1

AUTHORIZATION TO ENTER INTO GRANT AGREEMENT DUIAC-E-055 WITH THE ARIZONA GOVERNOR'S OFFICE OF HIGHWAY SAFETY OVERSIGHT COUNCIL ON DRIVING OR OPERATING UNDER THE INFLUENCE ABATEMENT

Staff Contact: Debora Black, Police Chief

Purpose and Recommended Action

This is a request for City Council to waive reading beyond the title and adopt a resolution authorizing the Acting City Manager to enter into grant agreement DUIAC-E-055 with the Arizona Governor's Office of Highway Safety (GOHS) Oversight Council on Driving or Operating Under the Influence Abatement, and accept a grant award on behalf of the Glendale Police Department (GPD) in the approximate amount of $50,000 for employee related overtime expenses to enhance Driving Under the Influence (DUI) enforcement throughout the City of Glendale.

Background

Since 1995, the GPD has been receiving Arizona GOHS grant funds for use in the enforcement of traffic, seatbelt, and DUI violations, along with the purchase of equipment and training. Past grant funding has allowed GPD to increase the number of hours officers dedicate specifically to DUI enforcement and education. The GPD seeks to reduce impaired driving violations not only through enforcement, but also by promoting public awareness to the dangers of drinking and driving.

The City of Glendale is the fifth largest city in Arizona with an ever-growing population and expanding entertainment district. To combat DUI violations and alcohol impaired drivers, the GPD implemented a full-time DUI enforcement squad, resulting in increased DUI arrests over the last seven years. With the addition of a mobile DUI van to aid in faster processing of impaired drivers, the officers are also able to return to the field in a timelier manner. The GPD is dedicated to increasing the efforts to curb impaired driving, in order to maintain Glendale as a safe city to travel in, to, and from, and continues its contribution to the Arizona/West Valley DUI Task Force, which promotes roadway safety.

Analysis

The GPD DUI enforcement squad will continued to plan, host, and participate in focused efforts to identify impaired drivers and remove them from roadways before they hurt themselves or others. Pro-active enforcement efforts will be increased and the Police Department will continue to be vigilant in the fight against driving under the influence. The DUI enforcement squad will continue to conduct pro-active patrols during hours outside of normal shift hours, and on weekends and holidays when DUI violations are more prevalent.

If approved, the grant funds will be used for the overtime expenses incurred as a result of officers participating in all thirty two (32) multi-agency concentrated saturation patrols in the West Valley scheduled for calendar year 2015. The GPD also intends to host or co-host eleven (11) multi-agency task force events, which will include 4th of July and New Year's Eve 2015, when impaired driving is much more likely. Without these grant funds, the city would be responsible for the overtime expenses, or the overtime opportunity would be eliminated. Staff is requesting that Council adopt the proposed resolution, which authorizes the City Manager to enter into a grant agreement with the Arizona GOHS Oversight Council on Driving or Operating Under the Influence Abatement, and accept a grant award in the approximate amount of $50,000.

Previous Related Council Action

On December 18, 2014, Council authorized the City Manager to enter into grant agreement DUIAC-I-016 with the Arizona GOHS Oversight Council on Driving or Operating Under the Influence Abatement and accept a grant award on behalf of the GPD in the approximate amount of $40,325 for employee related overtime expenses and materials and supplies to enhance DUI innovative programs and education throughout the City of Glendale.

On May 27, 2014, Council authorized the City Manager to enter into a grant agreement with the Arizona GOHS Oversight Council on Driving or Operating Under the Influence Abatement and accept a grant award in the approximate amount of $50,000 to enhance DUI enforcement throughout the City of Glendale.

Community Benefit/Public Involvement

If the requested action is approved, the grant award will benefit the citizens and community by allowing the Police Department to use more resources and officers to detect impaired drivers on our roadways.

Budget and Financial Impacts

There is no financial match required for this grant. A specific project account will be established in the city's grant fund, 1840, once the grant is fully executed.

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RESOLUTION NO. 4976 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE CITY TO ENTER INTO A GRANT AGREEMENT WITH THE GOVERNOR'S OFFICE OF HIGHWAY SAFETY AND THE OVERSIGHT COUNCIL ON DRIVING OR OPERATING UNDER THE INFLUENCE ABATEMENT ON BEHALF OF THE GLENDALE POLICE DEPARTMENT

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

SECTION 1. That the City of Glendale is authorized to enter into the following grant agreement:

Grantor:	Oversight Council on Driving or Operating Under the Influence Abatement
Agreement No.:	DUIAC-E-055
Project Title:	DUI Enforcement Overtime
Purpose:	Overtime expenses
Approximate Amount:	$50,000

SECTION 2. That the City Manager or designee is hereby authorized and directed to execute any and all documents necessary for the acceptance of said agreement on behalf of the City of Glendale.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this _____ day of _____, 2015.

_____
M A Y O R

ATTEST:

_____
City Clerk (SEAL)

APPROVED AS TO FORM:

_____
City Attorney

REVIEWED BY:

_____
Acting City Manager

OVERSIGHT COUNCIL ON DRIVING OR OPERATING UNDER THE INFLUENCE ABATEMENT

DOUGLAS A. DUCEY
GOVERNOR

ALBERTO GUTIER
DIRECTOR
GOVERNOR'S OFFICE OF HIGHWAY SAFETY

FRANK MILSTEAD
CHAIRMAN
DUI ABATEMENT COUNCIL

Governor's Office of Highway Safety ARIZONA

Chief Debora Black
Glendale Police Department
6835 N. 75th Drive
Glendale, Arizona 85301

PROJECT REFERENCE:
Contract No.: DUIAC-E-055
Contract Title: DUI Enforcement Overtime
Purpose of Project: State DUI Abatement (E) funds will support Personnel Services (Overtime) and Employee Related Expenses to enhance DUI Enforcement throughout the City of Glendale.

Dear Chief Black:

Enclosed are two (2) copies of the referenced DUI Abatement Council Agreement for your review and signature. This is ***not*** an authorization to proceed with the project.

Please complete the following steps:

1. Please review the entire agreement as there have been **significant changes** throughout the agreement;
2. Have your fiscal staff complete the Reimbursement Instructions (page 17) of both copies;
3. As Project Director, sign and date the signature page of both copies;
4. Obtain the signature of Dick Bowers, Acting City Manager, City of Glendale, as the Authorized Official of Governmental Unit, on the signature page of both copies;
5. Return all signed copies of the Agreement to the DUI Abatement Council, c/o Governor's Office of Highway Safety, 3030 North Central Avenue, Suite 1550, Phoenix, AZ 85012.

Please ***do not*** incur any costs at this time as it would nullify the Agreement. Once the signed copies are received, the Chairman of the Oversight Council on Driving or Operating Under the Influence Abatement will approve the Agreement, and a signed original executed Agreement with a letter of authorization to proceed will be forwarded to you.

Sincerely,

Alberto Gutier, Director
Governor's Office of Highway Safety

5-21-15
Date

Enclosures
AG: sr

OVERSIGHT COUNCIL ON DRIVING OR OPERATING UNDER THE INFLUENCE ABATEMENT

DUI ABATEMENT GRANT PROGRAM

GRANT AGREEMENT

Douglas A. Ducey
Governor

The Oversight Council on Driving or Operating Under the Influence Abatement is hereafter referred to as the DUI Abatement Council, DUIAC or Council in this agreement. This page and the DUIAC Project Director's Manual incorporated herein by reference constitute the entire agreement between the parties hereto unless deviation is authorized in writing by the DUI Abatement Council.

APPLICANT AGENCY
Glendale Police Department (Glendale PD)

ADDRESS
6835 N. 57th Drive, Glendale, AZ 85301

GOVERNMENTAL UNIT
City of Glendale

ADDRESS
5850 W. Glendale Ave, Glendale, AZ 85301

AGREEMENT NUMBER
DUIAC-E-055

PROGRAM AREA
Enforcement

AGENCY CONTACT
Richard Stringer

PROJECT TITLE
DUI Enforcement Overtime

BRIEFLY STATE PURPOSE OF PROJECT:
State DUI Abatement (E) funds will support Personnel Services (Overtime) and Employee Related Expenses to enhance DUI Enforcement throughout the City of Glendale.

BUDGET COST CATEGORY		**Project Period SFY 2016**
I.	**Personnel Services**	$37,736.00
II.	**Employee Related Expenses**	$12,264.00
III.	**Professional and Outside Services**	$0.00
IV.	**Travel In-State**	$0.00
V.	**Travel Out-of-State**	$0.00
VI.	**Materials and Supplies**	$0.00
VII.	**Capital Outlay**	$0.00
	TOTAL ESTIMATED COSTS	**$50,000.00**

PROJECT PERIOD	**FROM:** Effective Date (*Date of DUIAC Chairman Signature*)	**TO:** 06-30-2016
CURRENT GRANT PERIOD	**FROM:** 07-01-2015	**TO:** 06-30-2016

TOTAL DUI ABATEMENT FUNDS OBLIGATED FOR THIS AGREEMENT PERIOD: $50,000.00

A political subdivision or state agency that is mandated to provide a certified resolution or ordinance authorizing entry into this agreement must do so prior to incurring any expenditures. Failure to do so may result in termination of the awarded agreement.

PROBLEM IDENTIFICATION AND RESOLUTION:

Agency Background:

Glendale, Arizona's fourth largest city is the commercial, industrial, and educational hub of the northwest Phoenix metropolitan area. Currently, Glendale has an ever growing estimated population of 230,000 people; with over 95,000 households. The City of Glendale is the home of the Phoenix Coyotes and Arizona Cardinals professional sports teams, as well as the Camelback Ranch Major League Baseball Training Facility, home of the Los Angeles Dodgers and Chicago White Sox. The City of Glendale has approximately 70 square miles of roadway that consists of residential streets, main arterial roadways, and several miles of freeway. Glendale has a 14 mile stretch of the Loop 101 Agua Fria Freeway that borders their north and west portion of the city and the entertainment districts.

Agency Problem:

Big venue ticket items have increased traffic into the southwest portion of Glendale. In November of 2012, The Tanger Group opened a new retail shopping center within the confines of the Westgate City Center, bringing thousands of visitors into the city during the holiday season. The City of Glendale has over 70 square miles of roadway. The total roadways in the city may reach in the excess of 800 miles within the next few years. They will exceed that figure if annexation of land continues. With future annexation, they may have a portion of the Loop 303 Freeway in the far west portion of the city. These roadways and mileage will continue to expand in the near future with the increase of infrastructure and annexation.

The problem/deficiency is an increase in the number of driving under the influence violations and impaired drivers on the roadways. With the increased number of drivers that travel on Glendale roadways each day, the expansion of the city, and the higher number of entertainment districts they have seen an increase in DUI violations and impaired drivers. The Glendale Police Department implemented a full-time DUI enforcement squad in March, 2004. They have since increased the squad from the initial 3 officers to a full squad of 7 with a dedicated sergeant to oversee the operations. They have increased their DUI arrests by over 100% in the seven years since. With the addition of a mobile DUI processing van in 2006 to aid in faster processing of impaired drivers, the officers are back out for enforcement in a timely manner. In addition to DUI detection and enforcement, the squad is also tasked with youth alcohol enforcement and education, DRE evaluations, phlebotomy callouts, and liquor inspections. With the expansion of the unit, they have increased their areas of involvement. The squad participates as a member of the Arizona/West Valley DUI Task Force as well. The city continues to grow in size as does the population. This has a direct impact on their efforts.

Agency Attempts to Solve Problem:

The Glendale Police Department is dedicated in increasing the efforts to curb impaired driving, while still making Glendale a safe place to travel to and from. Since the inception of the full time DUI Enforcement Squad, it has become a full squad of expertly trained DUI Enforcement motorcycle officers that are well versed in DUI detection and deterrence. The squad consists of officers trained and certified as DRE (Drug Recognition Expert) and instructors, HGN (Horizontal Gaze Nystagmus) technicians and instructors, as well as qualified Law Enforcement Phlebotomists. This training and experience allows these officers to detect those offenders driving impaired by alcohol and/or drugs, which makes a large impact on the number of devastating traffic collisions when impairment is a factor. Just as important, is the motivation of each of these Glendale officers, as they have the understanding that they are making a difference and find personal reward and satisfaction in what they do each and every day.

Agency Funding:

State DUI Abatement Funds will support Personnel Services (Overtime) and Employee Related Expenses to enhance DUI Enforcement throughout the City of Glendale.

How Agency Will Solve Problem With Funding:

The Glendale Police Department DUI Enforcement Unit will continue its role as the hub of the West Valley DUI Task Force. Pro-active enforcement efforts will be increased and the police department will continue to be vigilant in the fight against driving under the influence. Officers will continue to conduct pro-active patrols during hours outside of normal shift hours, and on weekends and holidays when DUI violations are more prevalent.

The Glendale Police Department will continue to plan, host, and participate in focused efforts to identify impaired drivers and remove them from their roadways before they hurt themselves or others. The Glendale Police Department plans to participate in all thirty two (32) multi agency concentrated saturation patrols in the West Valley scheduled for calendar year 2015. Also, the Glendale Police Department intends to host or co host eleven (11) multi agency task force events which will include 4th of July and co-host for New Year's Eve 2015 when impaired driving is much more likely.

DESCRIPTION	LAST YEAR (2014)	TWO YEARS AGO (2013)	THREE YEARS AGO (2012)
ALCOHOL-RELATED FATALITIES	2	9	6
ALCOHOL-RELATED INJURIES	12	8	93
TOTAL DUI ARRESTS	869	810	768
TOTAL MISDEMEANOR DUI ARRESTS	805	764	728
TOTAL AGGRAVATED DUI ARRESTS	64	46	40
TOTAL EXTREME DUI .15 ARRESTS	300	273	335
TOTAL DUI-DRUG ARRESTS	32	52	24
DUI PRIOR	60	61	44
TOTAL DRE EVALUATIONS	32	52	24
SOBER DESIGNATED DRIVERS CONTACTED	141	381	148
UNDERAGE ALCOHOL VIOLATIONS - TITLE 4	75	63	37
UNDERAGE DUI ARRESTS	70	61	37
UNDERAGE DUI-DRUG ARRESTS	1	3	1

GOALS/OBJECTIVES:

State DUI Abatement Funds will support Personnel Services (Overtime) and Employee Related Expenses to enhance DUI Enforcement throughout the City of Glendale. The following goals and objectives shall be accomplished as a result of this funding:

Impaired Driving or Operating - Enforcement

Expenditures pertaining to impaired driving or operating enforcement including, Personnel Services and ERE, shall comply with the impaired driving or operating program goals of the DUI Abatement Council, in conjunction with those provided by the Arizona Governor's Office of Highway Safety. The impaired driving or operating program goal is to reduce the incidences of alcohol and drug related driving, resulting in fatalities and injuries through, enforcement, education, and public awareness. Law Enforcement personnel participating in Impaired Driving or Operating Enforcement/DUI activities including DUI task force details under this program shall be HGN/SFST certified.

MEDIA RELEASE

To prepare complete press release information for media (television, radio, print and on-line) during each campaign period including a main press release, schedule of events, departmental plans and relevant data. **The material will emphasize the campaign's purpose, aggressive enforcement and the high cost of DUI / Alcohol in terms of money, criminal and human consequences.**

The Glendale Police Department will maintain responsibility for **reporting sustained DUI enforcement** activity in a timely manner. Additionally, it is the responsibility of the Glendale Police Department to report all task force enforcement statistics in which they participate to GOHS on-line at the GOHS website **no later than 10:00a.m. the morning following each day of the event.**

PLEASE NOTE: Failure to submit Statistics, Quarterly Reports and/or Report of Costs Incurred (RCIs) on time and correctly may delay reimbursement for expenditures to your agency, or a cancellation and return of unexpended advanced funding.

METHOD OF PROCEDURE:

The Glendale Police Department will make expenditures as follows to meet the outlined Program Goals/Objectives:

Personnel Services – To support Overtime for Impaired Driver or Operator Activities

Employee Related Expenses – To support Employee Related Expenses for Agency Overtime

PRESS RELEASE:

Agencies are required to develop and distribute a press release announcing this grant award upon receipt of the executed agreement. A copy of this press release shall be sent to the DUI Abatement Council at the same time it is sent to the media. This press release shall include the objective and specify that the funding is from the Oversight Council on Driving or Operating Under the Influence Abatement.

BAC TESTING AND REPORTING REQUIREMENTS:

Alcohol impairment is a major contributing factor in fatality and serious injury motor vehicle collisions. Accurate data on alcohol involvement is essential to understanding the full extent of the role of alcohol and to assess progress toward reducing impaired driving.

Arizona is presently and consistently below the documented average among the states in the Blood Alcohol (BAC) testing of drivers involved in fatal motor vehicle collisions.

Each law enforcement agency that receives an enforcement-related grant is required to ensure that this accurate data on all drivers involved are reported. Failure to comply may result in withholding funds and cancellation of the enforcement contract until this requirement is met.

PURSUIT POLICY:

All law enforcement agencies receiving state funds are encouraged to follow the guidelines established for vehicular pursuits issued by the International Association of Chiefs of Police (IACP) that are currently in effect.

PROJECT EVALUATION:

This project shall be administratively evaluated to ensure that the objectives have been met.

Quarterly Report

The purpose of the Quarterly Report is to provide information on agreement grant activities conducted at the conclusion of each respective quarter. The information provided is used to review progress of the funded project and the successfulness in meeting outlined goals and objectives. The information, photos, highlights, obstacles, and mandatory statistical data provided in this report are analyzed by the assigned project coordinator. It is critical that the on-line report contains the following information:

- **Original signatures on all Quarterly Reports and RCIs**
  - **Signatures must include Project Director unless prior authorization for another is on file with GOHS.**

Report Schedule

Reporting Period	Due Date
2016-1 Quarterly Report (July 1 to September 30)	October 30, 2015
2016-2 Quarterly Report (October 1 to December 31)	January 30, 2016
2016-3 Quarterly Report (January 1 to March 31)	April 30, 2016
2016-4 Quarterly Report (April 1 to June 30)	July 30, 2016
Final Statement of Accomplishment	Within 30 days after Agreement end date

The Quarterly Report **shall be completed on the form available on-line and submitted by mail** to the DUI Abatement Council at the Governor's Office of Highway Safety. The Quarterly Report title is based on the 3 month calendar period (Year-Calendar Quarter). ***Note:*** All law enforcement agencies must enter enforcement activity into the on-line GOHS DUI Reporting System.

Final Statement of Accomplishments
The Project Director shall submit a Final Statement of Accomplishments Report to the DUI Abatement Council **no later than 30 days following the agreement end date.** All agencies receiving funding are required to submit a Final Statement of Accomplishments Report.

Note: Failure to comply with the outlined DUI Abatement Council reporting requirements may result in withholding of state funds or termination of the agreement and return of any unexpended advanced funds.

PROFESSIONAL AND TECHNICAL PERSONNEL:

Debora Black, Chief, Glendale Police Department, shall serve as Project Director.

Richard Stringer, Sergeant, Glendale Police Department, shall serve as Project Administrator.

Shane Radford, Governor's Office of Highway Safety, shall serve as Project Coordinator.

REPORT OF COSTS INCURRED (RCI):

The Project Director shall submit a Report of Costs Incurred (RCI) with supporting documentation attached, to the Governor's Office of Highway Safety at a minimum on a quarterly basis in correlation with the required report. Agencies may submit additional RCI forms for expenditures when funds have been expended for which reimbursement is being requested.

RCIs shall be typed and delivered via mail or hand with appropriate supporting documentation, delivered to the Governor's Office of Highway Safety. **Electronically submitted RCIs will not be accepted.** Final RCIs will not be accepted after thirty (30) days after the conclusion of the Agreement end date. **Expenditures submitted after the expiration date will not be reimbursed and the agency will accept fiscal responsibility**.

The RCI template and instructions are available on the Governor's Office of Highway Safety website at http://www.azgohs.gov/grant-opportunities/. **Failure to meet the reporting requirements may be cause to terminate the project.**

PROJECT MONITORING:

DUI Abatement Council grant project monitoring is used by GOHS project coordinators to track the progress of project objectives, performance measures and compliance with applicable procedures, laws, and regulations.

The process is used throughout the duration of the agreement project and serves as a continuous management tool. Project monitoring also presents a good opportunity for developing partnerships, sharing information and providing assistance to contracted agencies. Additionally, project monitoring outlines a set of procedures for project review and documentation.

Project monitoring also serves as a management tool for:

- Detecting and preventing problems
- Helping to identify needed changes
- Identifying training or assistance needed
- Obtaining data necessary for planning, and evaluation

- Identifying exemplary projects

Types of Monitoring

Monitoring is formal and informal, financial and operational. The most common types of monitoring are:

- Ongoing contact with the contracted grantee through phone calls, e-mails, correspondence, and meetings
- On-Site and/or In-House monitoring reviews of project operations, management, and financial records and systems
- Review of project Quarterly Reports
- Review and approval of Requests for Cost Incurred (RCIs)
- Desk review of other documents in the project-grant files for timely submission and completeness

Monitoring Schedule	
Total Awarded Amount	**Type of Monitoring**
Under $50,000	Desk Review/Phone Conference.
$50,000 and over	May have an In-House GOHS Review
$100,000+	May have an On-Site Review
Capital Outlay Greater than $25,000.00 (combined)	May have an On-Site Review
Desk Review and Phone Conference	Internal Review of all written documentation related to agreement project including but not limited to agreement, quarterly reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. A phone conference call conducted during the course of the project which includes the date and time of the call, the person/s contacted and the results. Serves as an informational review to determine progress of programmatic/financial activities. Both the designated project administrator and fiscal contact should be present, if possible, during the phone conference. If identified financial or operational problems are present, GOHS reserves the right to bring the grantee in for an in-house meeting at GOHS. Monitoring form written by Project Coordinator, any findings or areas of improvement, concern or recognition will be provided to the grantee.
In-House Review	Documents performance review results including project activities, reimbursement claims review, equipment purchases, approvals, and other information. Reviews applicable information related to the project(s) including but not limited to agreement, quarterly reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Completed at GOHS in a meeting with appropriate operational and financial personnel. Monitoring form written by Project Coordinator, any findings or areas of improvement, concern or recognition will be provided to the grantee.
On-Site Monitoring	Documents performance review results including project activities, reimbursement claims review, equipment purchases, and other information. Reviews applicable information related to the project(s) including but not limited to agreement, quarterly reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Conducted on-site at the grantee's agency with monitoring form completed on-site by Project Coordinator. Any findings or areas of improvement, concern, or recognition, will be provided to the grantee.

On-site and/or In-house monitoring for grantees of designated projects with large capital outlay purchases, personnel services, and complex projects must be completed within the second or third quarter of the

Agreement period. Contracted projects displaying any problems might need on-site monitoring more than once during the fiscal year.

On-site and/or In-house monitoring includes a review and discussion of all issues related to assure the effective and administration of the contracted project. The following are the most important items to review:

- Progress toward meeting goals/objectives and performance measures
- Adherence to the contract specifications, timely submission of complete and correct reports, including required documentation
- Quarterly reports
- Status of expenditures related to the outlined budget
- Accounting records
- Supporting documentation (training documentation, inventory sheets, photographs, press releases etc)

In addition, the designated project administrator will assure that any equipment purchased will be available for inspection and is being used for the purpose for which it was bought under the outlined contractual agreement.

Documentation

All findings will be documented on the GOHS Monitoring Form and placed in the grantee's respective state file. Findings will be discussed with the grantee designated agreement representative (project administrator, fiscal specialist) by phone and/or e-mail. All noted deficiencies will be provided to the grantee with guidance for improvement and solutions to problems. Grantees that exhibit significantly poor performance with be placed on a performance plan as outlined by the project coordinator. Grantee monitoring information will additionally provide documentation for potential funding in subsequent fiscal year grant proposal review.

PROJECT PERIOD:

The Project Period shall commence on the date the DUI Abatement Council Chairman or GOHS Director in the Chairman's stead, signs the DUI Abatement Grant Agreement and terminates at the end of one year on the date as indicated on the DUI Abatement Council Grant Agreement.

DURATION:

Agreements shall be effective on the date the DUI Abatement Council Chairman or GOHS Director in the Chairman's stead, signs the agreement and expire at the end of the project period.

If the Agency is unable to expend the funds in the time period specified and needs an extension, a typed extension request shall be signed by the Project Director on the Agency's letterhead and submitted via mail or hand delivered to the Chairman of the DUI Abatement Council at the Governor's Office of Highway Safety within ninety (90) days before the end of the project period.

The Agency shall address all requests to modify the contract to the Chairman of the DUI Abatement Council on Agency letterhead and either hand deliver or submit the request via regular mail to the GOHS office. All requests for modification must bear the signature of the Project Director.

Failure to comply may result in cancellation of the agreement. Any unexpended funds remaining at the termination of the agreement shall be released back to the DUI Abatement Fund.

ESTIMATED COSTS:

I.	Personnel Services (overtime)	$37,736.00
II.	Employee Related Expenses	$12,264.00
III.	Professional and Outside Services	$0.00
IV.	Travel In-State	$0.00
V.	Travel Out-of-State	$0.00
VI.	Materials and Supplies	$0.00
VII.	Capital Outlay	$0.00
	TOTAL ESTIMATED COSTS	***$50,000.00**

*Includes all applicable training, tax, freight, and advertising costs. The DUIAC reserves the right to limit reimbursement of Employee Related Expenses from zero (0) to a maximum rate of 40 percent. This is the maximum ERE amount to be reimbursed. It is agreed and understood that the Glendale Police Department shall absorb any and all expenditures in excess of **$50,000.00**.

CERTIFICATIONS AND AGREEMENTS

This AGREEMENT, is made and entered into by and between the STATE OF ARIZONA, by and through the Oversight Council On Driving Or Operating Under The Influence Abatement (DUIAC) hereinafter referred to as "STATE", and the agency named in this Agreement, hereinafter referred to as "AGENCY".

WHEREAS, the Arizona Revised Statutes (§§1303-1304), provides State funds to STATE for approved DUI Enforcement and DUI Innovative projects; and

WHEREAS, STATE may make said funds available to various state, county, tribal, or municipal agencies, governments, or political subdivisions upon application and approval by STATE; and

WHEREAS, AGENCY must comply with the requirements listed herein to be eligible for State funds for approved DUI Enforcement and DUI Innovative projects; and

WHEREAS, AGENCY has submitted an application for State funds for DUI Enforcement and DUI Innovative projects;

NOW, THEREFORE, IN CONSIDERATION OF MUTUAL PROMISES AND OTHER GOODS AND VALUABLE CONSIDERATION, it is mutually agreed that AGENCY will strictly comply with the following terms and conditions and the following Federal and State Statutes, Rules, and Regulations:

I. Project Monitoring, Reports, and Inspections

A. AGENCY agrees to fully cooperate with representatives of STATE monitoring the project, either on-site or by telephone, during the life of the Agreement.

B. AGENCY will submit Quarterly Reports (one for each three-month period of the project year) to STATE in the form and manner prescribed by STATE. Notice of the specific requirements for each report will be given in this Agreement or at any time thereafter by giving thirty (30) days written notice to AGENCY by ordinary mail at the address listed on the Agreement. Failure to comply with Quarterly Report requirements may result in withholding of State funds or termination of this Agreement.

C. AGENCY will submit a Final Report/Statement of Accomplishment at completion of the Agreement to include all financial, performance, and other reports required as a condition of the grant to STATE within thirty (30) days of the completion of the Agreement.

D. Representatives authorized by STATE will have the right to visit the site and inspect the work under this Agreement whenever such representatives may determine such inspection is necessary.

II. Reimbursement of Eligible Expenses

A. AGENCY'S Project Director, or Finance Personnel, will submit a Report of Costs Incurred Form (RCI) to STATE each time there have been funds expended for which reimbursement is being requested. Failure to meet this requirement may be cause to terminate the project under section XIX herein, "Termination and Abandonment".

B. AGENCY will reimburse STATE for any ineligible or unauthorized expenses for which State funds have been claimed and reimbursement received, as may have been determined by a State audit.

C. STATE will have the right to withhold any installments equal to the reimbursement received by AGENCY for prior installments which have been subsequently determined to be ineligible or unauthorized.

III. Property Agreement

A. AGENCY will immediately notify STATE if any equipment purchased under this Agreement ceases to be used in the manner as set forth by this Agreement. In such event, AGENCY further agrees to either give credit to the project cost or to another active DUI Abatement project for the residual value of such equipment in an amount to be determined by STATE or to transfer or otherwise dispose of such equipment as directed by STATE.

B. No equipment will be conveyed, sold, salvaged, transferred, etc., without the express written approval of STATE, or unless otherwise provided elsewhere in this Agreement.

C. AGENCY will maintain or cause to be maintained for its useful life, any equipment purchased under this Agreement.

D. AGENCY will incorporate any equipment purchased under this Agreement into its inventory records.

E. AGENCY will insure any equipment purchased under this Agreement for the duration of its useful life. Self-insurance meets the requirements of this section.

IV. Travel

In-State and Out-of-State Travel

In-state and out-of-state travel claims will be reimbursed at rates provided by AGENCY'S regulations, provided that such regulations are as restrictive as those of STATE. Where they are less restrictive, ARS §38-624 will apply.

All out-of-state travel must be approved in writing in advance by STATE.

V. Standard of Performance

AGENCY hereby agrees to perform all work and services herein required or set forth, and to furnish all labor, materials, and equipment, except that labor, material, and equipment as STATE agrees to furnish pursuant to this Agreement.

VI. Hold Harmless Agreement

Neither party to this agreement agrees to indemnify the other party or hold harmless the other party from liability hereunder. However, if the common law or a statute provides for either a right to indemnify and/or a right to contribution to any party to this agreement then the right to pursue one or both of these remedies is preserved.

VII. Non-Assignment and Sub-Contracts

This Agreement is not assignable nor may any portion of the work to be performed be sub-contracted unless specifically agreed to in writing by STATE. No equipment purchased hereunder may be assigned or operated by other than AGENCY unless agreed to in writing by STATE.

VIII. Work Products and Title to Commodities and Equipment

A. The work product and results of the project are the property of STATE, unless otherwise specified elsewhere in this Agreement. All property, instruments, non-consumable materials, supplies, and the like, which are furnished or paid for by STATE under the terms of this Agreement, unless otherwise provided for elsewhere in this Agreement, are and remain the property of STATE and will be returned at the completion of this project upon request of STATE. The work product and results of the project will be furnished to STATE upon request, if no provision is otherwise made by this Agreement.

B. The provisions of subparagraph A apply whether or not the project agreed to herein is completed.

IX. Copyrights and Patents

Any copyrightable materials, patentable discovery, or invention produced in the course of this project may be claimed by STATE and a copyright or patent obtained by it at its expense. In the event STATE does not wish to obtain such copyright or patent, AGENCY may do so, but in any event, provision will be made by AGENCY for royalty-free, nonexclusive, nontransferable, and irrevocable licenses to be given the United States Government and STATE and its political subdivisions to use such copyrightable material, patented discoveries, or inventions in any manner they see fit. The STATE reserves the right to impose such other terms and conditions upon the use of such copyrights or patents as may be deemed in the best interest of STATE in the event AGENCY is allowed to obtain a copyright or patent.

X. Arizona Procurement Code (ARS, §41-2501, et. seq.)

AGENCY and sub-grantees will use their own procurement procedures, which reflect applicable State and local laws and regulations. The most stringent purchasing requirement at each level must be met.

The Arizona Procurement Code (ARS, §41-2501, et. seq.) and promulgated rules (A.A.C. Title 2, Chapter 7) are a part of this Agreement as if fully set forth herein and AGENCY agrees to fully comply with these requirements for any procurement using grant monies from this Agreement.

XI. Equal Opportunity

A. Pursuant to the requirements of the Federal-Aid Highway Act of 1968 (U.S.C. §103 et. seq.), AGENCY, as a condition to receiving approval of this Agreement, hereby gives its assurance that employment in connection with the subject DUI Abatement Council Grant Project will be provided without regard to race, color, creed, sex, or national origin, and that any contract it enters into with any private agency pursuant hereto will include provisions in compliance with this paragraph (XI).

   As a condition of receiving approval of this Agreement, AGENCY will be subject to and will comply with Title VI of the Civil Rights Act of 1964, providing that no person in the United States shall on the ground of race, color, creed, sex, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under the subject DUI Abatement Council Grant Project.

B. If AGENCY fails or refuses to comply with its undertaking as set forth in these provisions, STATE may take any or all of the following actions.

   1. Cancel, terminate, or suspend, in whole or in part, the agreement, contract, or other arrangement with respect to which the failure or refusal occurred; and

   2. Refrain from extending any further State financial assistance to AGENCY under the DUI Abatement Council Grant Program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from AGENCY.

C. Pursuant to the requirement of Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794), AGENCY must operate this DUI Abatement Council Grant Project so that it is accessible and otherwise non-discriminatory to handicapped persons.

XII. Executive Order 2009-09

It is mutually agreed that AGENCY will comply with the terms and conditions of Executive Order 2009-09, *Non-Discrimination in Employment by Government Contractors and Subcontractors*. Executive Order 2009-09 is located in Part II of the Project Director's Manual.

XIII. Arbitration Clause, ARS §12-1518

Pursuant to ARS §12-1518, the parties agree to use arbitration, after exhausting applicable administrative reviews, to resolve disputes arising out of this Agreement where the provisions of mandatory arbitration apply.

XIV. Inspection and Audit, ARS §35-214

Pursuant to ARS §35-214, all books, accounts, reports, files, and other records relating to this Agreement will be subject at all reasonable times to inspection and audit by STATE for five (5) years after completion of this Agreement. The records will be produced at the Governor's Office of Highway Safety.

XV. Appropriation of Funds by the Arizona Legislature

It is agreed that in no event will this Agreement be binding on any party hereto unless and until such time as funds are appropriated and authorized by the Arizona Legislature and specifically allocated to the project submitted herein by the DUI Abatement Council and then only for the fiscal year for which such allocation is made. In the event no funds are appropriated by the Arizona Legislature or no funds are allocated for the project proposed herein by the DUI Abatement Council for subsequent fiscal years, this Agreement will be null and void, except as to that portion for which funds have then been appropriated or allocated to this project, and no right of action or damages will accrue to the benefit of the parties hereto as to that portion of the Agreement or project that may so become null and void.

XVI. Continuation of DUI Abatement Program

It is the intention of AGENCY to continue the DUI Abatement Program identified in this Agreement once DUI Abatement Council funding is completed. This intended continuation will be based upon cost effectiveness and an evaluation by AGENCY of the program's impact on highway safety.

XVII. E-Verify

Both Parties acknowledge that immigration laws require them to register and participate with the E-Verify program (employment verification program administered by the United States Department of Homeland Security and the Social Security Administration or any successor program) as they both employ one or more employees in this state. Both Parties warrant that they have registered with and participate with E-Verify. If either Party later determines that the other non-compliant Party has not complied with E-Verify, it will notify the non-compliant Party by certified mail of the determination and of the right to appeal the determination.

XVIII. Termination and Abandonment

A. The STATE and AGENCY hereby agree to the full performance of the covenants contained herein, except that STATE reserves the right, at its discretion, to terminate or abandon any portion of the project for which services have not been already performed by AGENCY.

B. In the event STATE abandons the services or any part of the services as herein provided, STATE will notify AGENCY in writing and within twenty-four (24) hours after receiving such notice, AGENCY will discontinue advancing the work under this Agreement and proceed to close said operations under the Agreement.

C. The appraisal value of work performed by AGENCY to the date of such termination or abandonment shall be made by STATE on a basis equitable to STATE and AGENCY and a final reimbursement made to AGENCY on the basis of costs incurred. Upon termination or abandonment, AGENCY will deliver to STATE all documents, completely or partially completed, together with all unused materials supplied by STATE.

D. AGENCY may terminate or abandon this Agreement upon thirty (30) days written notice to STATE, provided there is subsequent concurrence by STATE. Termination or abandonment by AGENCY will provide that costs can be incurred against the project up to and including sixty (60) days after notice is given to STATE.

E. Any equipment or commodities which have been purchased as a part of this Agreement and which have not been consumed or reached the end of its useful life will be returned to STATE upon its written request.

XIX. Cancellation Statute

All parties are hereby put on notice that this Agreement is subject to cancellation pursuant to ARS §38-511, the provisions of which are stated below.

In accordance with ARS §38-511, this Agreement may be cancelled without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on behalf of the STATE, its political subdivisions or any department or agency of either, is at any time while the Agreement or any extension of the Agreement is in effect, an employee of any other party to the Agreement in any capacity or a consultant to any other party of the Agreement with respect to the subject matter or the Agreement.

The cancellation shall be effective when written notice from the Governor or chief executive officer or governing body of the political subdivision is received by all other parties to the Agreement unless the notice specifies a later time.

AGREEMENT OF UNDERSTANDING AND CERTIFICATION OF COMPLIANCE

Acceptance of Condition

It is understood and agreed by the undersigned that a grant received as a result of this Agreement is subject to ARS §28-602, and all administrative regulations governing grants established by the STATE. It is expressly agreed that this DUI Abatement Grant Project constitutes an official part of the STATE's DUI Abatement Council Program and that AGENCY will meet the requirements as set forth in the accompanying DUIAC Project Director's Manual, which are incorporated herein and made a part of this Agreement. All State Statutes, Rules, Regulations, and Circulars referenced in this Agreement are a part of this document as if fully set forth herein. It is also agreed that no work will be performed nor any obligation incurred until AGENCY is notified in writing that this project has been approved by the DUI Abatement Council Representative.

Certificate of Compliance

This is to certify that AGENCY will comply with all of the State Statutes, Rules and Regulations identified in this Agreement.

Certification of Non-Duplication of Grant Funds Expenditure

This is to certify that AGENCY has no ongoing nor completed projects under agreement with other Federal or State fund sources which duplicate or overlap any work contemplated or described in this Agreement. It is further certified that any pending or proposed request for other Federal or State grant funds which would duplicate or overlap work described in the Agreement will be revised to exclude any such duplication of grant fund expenditures. It is understood that any such duplication of Federal or State funds expenditures subsequently determined by audit will be subject to recovery by STATE.

Single Audit Act

If your political subdivision has had an independent audit meeting the requirements of the Single Audit Act of 1984, (31 U.S.C.A. §7501 et. seq.), please forward a copy to GOHS, Attention: Fiscal Services Officer, within thirty (30) days of the effective date of this Agreement. If such audit has not been performed, please advise when it is being scheduled.

Buy America Act

In accordance with the Buy America Act (49 U.S.C. 5323(j)):
Only steel, iron and manufactured products produced in the United States may be purchased with Federal funds unless the Secretary of Transportation determines that such domestic purchases would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. Clear justification for the purchase of non-domestic items must be in the form of a waiver request submitted to and approved by the Secretary of Transportation.

REIMBURSEMENT INSTRUCTIONS

1. **Agency Official preparing the Report of Costs Incurred:**

Name: Debora Black

Title: Police Chief

Telephone Number: 623930-3285 Fax Number: _____

E-mail Address: dblack@glendaleAz.com

2. **Agency's Fiscal Contact:**

Name: David Rice

Title: Management Assistant

Telephone Number: 623930-3296 Fax Number: _____

E-mail Address: drice@glendaleAz.com

Federal Identification Number: 86-6000247

3. ***REIMBURSEMENT INFORMATION:***

Warrant/Check to be made payable to:

City of Glendale

Warrant/Check to be mailed to:

Glendale Police Department

(Agency)

6835 N. 57th Drive

(Address)

Glendale, AZ 85301

(City, State, Zip Code)

Lobbying Restrictions

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

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

B. If any funds other than State appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of the Arizona Legislature, an officer or employee of the Arizona Legislature, or an employee of a Member of the Arizona Legislature in connection with this State contract, grant, loan, or cooperative agreement, the undersigned will complete and submit Standard Form, "Disclosure Form to Report Lobbying," in accordance with the Arizona Secretary of State instructions.

C. The undersigned will require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients will certify and disclose accordingly.

D. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction.

Signature of Project Director:

Debora Black, Chief
Glendale Police Department Police Department

_____

_____
Date Telephone

Signature of Authorized Official of Governmental Unit:

Dick Bowers, Acting City Manager
City of Glendale

_____

_____
Date Telephone

AUTHORITY & FUNDS

1. This Project is authorized by ARS §28-1303, and the funds authorized for this Project have been provided for by ARS §28-1304. The expenses are **reimbursable** under DUI Abatement Council's **Enforcement** program area, as approved for by the DUI Abatement Council.

2. **A. EFFECTIVE DATE:** *Authorization to Proceed Date*

   B. STATE FUNDS: **$50,000.00**

3. **AGREEMENT AND AUTHORIZATION TO PROCEED** by State Official responsible to Governor for the administration of the Oversight Council on Driving or Operating Under the Influence Abatement

Alberto Gutier, Director
Governor's Highway Safety Representative

Date

File #: 15-427, **Version:** 1

AUTHORIZATION TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF TOLLESON TO PROVIDE LAW ENFORCEMENT AND SECURITY SERVICES FOR THE UNIVERSITY OF PHOENIX STADIUM
Staff Contact: Debora Black, Police Chief

Purpose and Recommended Action

This is a request for City Council to waive reading beyond the title and adopt a resolution authorizing the Acting City Manager to enter into an intergovernmental agreement (IGA) with the City of Tolleson to allow Tolleson Police Department (TPD) officers to participate in law enforcement and security services at the University of Phoenix Stadium (Stadium).

Background

Global Spectrum, L.P., the managing agency for the Stadium on behalf of the Arizona Sports and Tourism Authority, has a need for qualified personnel to provide law enforcement and security services at the Stadium. The City of Glendale has had an agreement in place with Global Spectrum, L.P. since 2006 to provide these services, with a new agreement recently authorized by Council and in effect until July 1, 2016.

In 2006, the Glendale Police Department (GPD) established the West Valley Coalition and the City of Glendale entered into IGAs with other west valley cities for their police officers to assist with providing law enforcement and security services during large events at the Stadium. In 2007, officers from east valley cities became involved in the coalition; and in 2009 the law enforcement group providing services at the Stadium became known as the Valley-wide Coalition.

During the last eight years, IGAs with three-year terms have been in place with up to sixteen (16) cities for their police officers to participate in the Coalition, resulting in positive partnerships and joint cooperation for law enforcement and security services needed at the Stadium. The most recent agreements with participating cities, entered into on May 8, 2012, have come to the end of the term. The need exists to enter into new agreements with the interested cities/agencies to allow their law enforcement officers to continue participation in the Valley-wide Coalition.

Analysis

If approved, this IGA with the City of Tolleson will be effective immediately and will allow TPD officers to take part in the Valley-wide Coalition. The agreement will remain in effect until June 30, 2018. This agreement may be renewed for successive additional three (3) year periods upon mutual consent of the parties.

Staff is recommending Council adopt the proposed resolution, which authorizes the City Manager to enter into an IGA with the City of Tolleson to allow TPD officers to participate in law enforcement and security

services at the Stadium.

Previous Related Council Action

On April 8, 2014, Council authorized the City Manager to enter into an agreement with Global Spectrum, L.P. for police services at the Stadium.

On May 8, 2012, Council authorized the City Manager to enter into IGAs with sixteen cities allowing each city's law enforcement agency to participate in the Valley-wide Coalition for public safety services and security for events at the Stadium.

Community Benefit/Public Involvement

This IGA creates another partnership where police officers from different agencies are able to work together to ensure the citizens and visitors to Glendale experience a safe environment while attending events at the Stadium.

Budget and Financial Impacts

There is no cost to the city to enter into this IGA.

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RESOLUTION NO. 4977 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF TOLLESON FOR LAW ENFORCEMENT AND SECURITY SERVICES FOR EVENTS AT THE UNIVERSITY OF PHOENIX STADIUM ON BEHALF OF THE GLENDALE POLICE DEPARTMENT.

WHEREAS, the City of Tolleson and the City of Glendale wish to enter into an intergovernmental agreement to assist with law enforcement and security services during events at the University of Phoenix Stadium.

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

SECTION 1. That it is deemed in the best interest of the City of Glendale and the citizens thereof that the intergovernmental agreement between the City of Glendale and the City of Tolleson for law enforcement and security services for events at the University of Phoenix Stadium be entered into, which agreement is now on file in the office of the City Clerk of the City of Glendale.

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

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this _____ day of _____, 2015.

_____
M A Y O R

ATTEST:

_____
City Clerk (SEAL)

APPROVED AS TO FORM:

_____
City Attorney

REVIEWED BY:

_____
Acting City Manager

INTERGOVERNMENTAL AGREEMENT
BETWEEN
CITY OF GLENDALE AND CITY OF TOLLESON

THIS INTERGOVERNMENTAL AGREEMENT (this "Agreement") is entered into pursuant to Arizona Revised Statutes ("A.R.S.") § 11-952 by the City of Glendale ("Glendale") and the City of Tolleson ("Tolleson"), collectively known herein as the "parties".

RECITALS

A. The University of Phoenix Stadium in Glendale (the "Stadium") is located within Glendale's corporate limits and Glendale has jurisdictional authority over and public safety interests in the operation of the Stadium; and

B. Global Spectrum Enterprises, L.L.C., an Arizona limited liability company ("Global Spectrum") is managing the Stadium on behalf of the Arizona Sports and Tourism Authority; and

C. Global Spectrum has the need for qualified personnel to provide law enforcement security services at the Stadium; and

D. The parties desire to participate in providing law enforcement security services to Global Spectrum for the Stadium by making available Tolleson Police Department ("TPD") and Glendale Police Department ("GPD") officers in accordance with the terms set forth herein.

E. The parties desire to enter into this Agreement to cooperatively provide the necessary law enforcement and security services while acknowledging Glendale's primary responsibility for law enforcement at the Stadium.

AGREEMENT

Therefore, in consideration of the foregoing recitals, the covenants, promises, terms and conditions set forth herein, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereby agree as follows:

1. **Purpose and Intent.** The purpose of this Agreement is to provide the means through which the parties intend to provide professional law enforcement and security services to Global Spectrum by maximizing cooperation, by integrating the TPD and GPD assets, and by addressing issues including, command, control, personnel, planning, and training.

2. **Supervision and Staffing.**

   2.1 Tolleson acknowledges that command and control for all events worked for Global Spectrum pursuant to this Agreement (individually "Event" and collectively "Events") shall be the duty and responsibility of GPD.

   2.2 In carrying out this responsibility, GPD will in good faith assign officers to work Events in accordance with the procedures adopted in consultation with the Chiefs of Police for all of the member agencies providing officers to Events.

   2.3 Tolleson agrees and understands that entities other than Glendale and the GPD have input into the decisions regarding whether, and to what extent, law enforcement will provide

service for Events; however, Glendale will provide information regarding staffing decisions to Tolleson as soon as it becomes available.

3. Assigned Personnel

3.1 Tolleson shall have the discretion to determine which and how many of its officers will be allowed to apply for assignments at Events and how many officers will be assigned to the Events (hereinafter referred to as "Assigned Officers").

a. All Assigned Officers will be required to enter into temporary employment contracts with Glendale.

b. The contract will outline the mutual responsibilities of the Assigned Officer and Glendale and will specify that the Assigned Officers are "at will" temporary employees of Glendale and that either party can terminate the contract, with or without cause at any time and without notice.

c. If possible, Glendale will consult with Tolleson prior to terminating any Assigned Officer.

3.2 While working an Event, the Assigned Officers must wear uniforms approved by TPD, and the Assigned Officers may carry other equipment authorized by TPD.

3.3 When working an Event, GPD will make available to Assigned Officers forms and other supplies that are necessary to work the Event.

3.4 Upon termination of this Agreement and conclusion of any assignments, all personal property, assets, equipment, and supplies used by the parties and Assigned Officers in performance of their responsibilities shall remain with or be returned to the owner of such property.

3.5 Any inconsistency between GPD and TPD rules or regulations and all operational disputes will immediately be brought to the attention of the Glendale Police Chief and will be fully and finally addressed and resolved by the Glendale Police Chief in accordance with his or her determination of the best practices under the circumstances. The Glendale Police Chief may delegate this responsibility to a specific command officer.

4. Compensation, Insurance and Reporting

4.1 The parties agree that during Events the Assigned Officers shall be temporary employees of Glendale for compensation purposes and not independent contractors; provided however, that each such Assigned Officer will at all times also be deemed an employee of TPD and nothing in this Agreement is intended to contradict or otherwise modify the provisions of A.R.S. § 23-1022 (D).

4.2 Each Assigned Officer who works an Event will be paid the negotiated hourly rate, less the $5.00 per hour administrative fee that is paid by Global Spectrum directly to Glendale and applied to the cost of providing liability coverage as set forth below.

a. Assigned Officers' compensation shall be subject to all applicable federal and state taxes, which shall be deducted prior to payment, and which shall be evidenced by a W-2 statement issued by Glendale to each Assigned Officer.

b. Each officer's home agency (primary employer) shall provide the workers' compensation coverage in such amounts and under the same terms and conditions as other sworn, full-time employees for all Assigned Officers.

c. Except for liability coverage, Assigned Officers are not entitled to any other employee benefits or compensation from Glendale.

4.3 Glendale shall make available to the TPD information about the hours worked by Assigned Officers not later than seven days following each Event to enable TPD to properly monitor and regulate the hours worked by all of their Assigned Officers.

4.4 Each party affirms that it has complied with the provisions of A.R.S. § 23-1022 (E) with respect to activities addressed by the Agreement.

5. Indemnification

5.1 To the extent permitted by law, Glendale shall indemnify, defend, save and hold harmless Tolleson, its departments, agencies, boards, commissions, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") for, from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent acts or willful misconduct of the Assigned Officers.

5.2 Glendale's indemnity includes any Claim or amount due arising out of the failure of such Indemnitee to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree.

5.3 It is agreed that Glendale will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable and in consideration of the covenants and promises set forth in this Agreement, Glendale agrees to waive all rights of subrogation against Tolleson, its officers, officials, agents and employees for losses arising from the work performed by Tolleson's Assigned Officers under this Agreement.

6. Media Releases and Relations

6.1 Any release of information to the media, other than a public records release, regarding an Event or any activities under this Agreement will be coordinated by Glendale in cooperation with Tolleson but, except as provided below, no unilateral media releases will be distributed by Tolleson without the prior approval of Glendale.

6.2 A copy of all public record and media releases regarding an Event or any activities under this Agreement shall be forwarded to Glendale prior to release; provided however, if an incident is primarily focused upon or concerned with the actions of TPD's Assigned Officer, TPD will be responsible for the release of information to the media relative to the incident.

6.3 The parties will not reveal any investigative information or operational procedures except as required by law.

7. Arizona POST certification

7.1 Relative to its Assigned Officers, Tolleson agrees that it will be responsible to the Arizona Peace Officer's Standards and Training Board ("POST") for complying with all requirements mandated by Arizona Administrative Code Regulation R13-4-101 *et seq.*; including but not limited to, Tolleson's responsibilities to POST for the hiring, fitness for duty, record-keeping, training, and testing requirements imposed upon law enforcement agencies employing police officers in Arizona.

7.2 Glendale and Tolleson agree to cooperate to ensure any issues that arise relative to POST certification are resolved in a reasonable and efficient manner.

8. Execution, Duration and Renewal

8.1 This Agreement will be effective immediately upon the approval of both parties' governing bodies and shall remain in full force and effect until June 30, 2018.

8.2 This Agreement may be executed in counterparts.

8.3 This Agreement may be renewed for successive additional three (3) year periods upon mutual consent of the parties.

9. General Provisions

9.1 Entire Agreement. This Agreement embodies the entire understanding of the parties and supersedes any other agreement or understanding between the parties relating to the subject matter of this Agreement.

9.2 Severability. The provisions of this Agreement are severable to the extent that any provision or application held to be invalid by a court of competent jurisdiction shall not affect any other provision or application of the Agreement which may remain in effect without the invalid provision or application.

9.3 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona.

9.4 Conflict of Interest. This Agreement may be canceled by any of the parties pursuant to the provisions of A.R.S. § 38-511.

9.5 Termination. Tolleson may, at any time, terminate this Agreement by giving Glendale not less than sixty (60) days prior written notice. Glendale may at any time terminate this Agreement by giving Tolleson not less than sixty (60) days prior written notice.

9.6 Dispute Resolution. In the event of any dispute regarding the terms or the interpretation of this Agreement the parties command staff will consult with each other in an effort to settle the dispute, in good faith. If the parties are unable to settle the dispute, either party may terminate this agreement.

9.7 Waiver. The waiver of any breach of this Agreement shall not be deemed to amend this Agreement and shall not constitute a waiver of any other subsequent breach.

9.8 Headings. Headings of this Agreement are for convenience only and shall not affect the interpretation of this Agreement.

9.9 Further Acts. Each party shall execute and deliver all such documents and perform all such acts as reasonably necessary, from time to time, to carry out the matters contemplated by this Agreement.

10. E-Verify

10.1 The parties acknowledge that immigration laws require them to register and participate with the E-Verify program (employment verification program administered by the United States Department of Homeland Security and the Social Security Administration or any successor program) as they both employ one or more employees in this state.

10.2 The parties warrant that they have registered with and participate with E-Verify.

10.3 If either party later determines that the other non-compliant party has not complied with E-Verify, it will notify the non-compliant party by certified mail of the determination and of the right to appeal the determination. **The parties retain the legal right to inspect the papers of any employee who works pursuant to this agreement or any related subcontract to ensure compliance with the warranty given above.** Either party may conduct a random verification of the employment records of the other party to ensure compliance with this warranty.

10.4 Failure to comply shall be deemed a material breach of the Agreement that is subject to penalties up to and including termination of the Agreement.

11. Non- Discrimination

The parties must not discriminate against any employee or applicant for employment on the basis race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability.

[*signatures appear on the following pages*]

CITY OF GLENDALE

_____

City Manager

ATTEST:

_____

Pamela Hanna, City Clerk (SEAL)

CERTIFICATION BY LEGAL COUNSEL

The foregoing Intergovernmental Agreement between City of Glendale and the City of _____ is in proper form and is within the powers and authority of the City of Glendale granted under the laws of the State of Arizona.

APPROVED AS TO FORM AND AUTHORITY:

_____

Michael Bailey, City Attorney

CITY OF TOLLESON

Reyes Medrano, Jr., City Manager

DATE: April 29, 2015

ATTEST:

Chris Hagen, City Clerk

CERTIFICATION BY LEGAL COUNSEL

The foregoing Intergovernmental Agreement between City of Glendale and the City of Tolleson is in proper form and is within the powers and authority of the City of Tolleson granted under the laws of the State of Arizona.

APPROVED AS TO FORM AND AUTHORITY:

Scott W. Ruby, City Attorney

File #: 15-428, **Version:** 1

AUTHORIZATION TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF PEORIA TO PROVIDE LAW ENFORCEMENT AND SECURITY SERVICES FOR THE UNIVERSITY OF PHOENIX STADIUM
Staff Contact: Debora Black, Police Chief

Purpose and Recommended Action

This is a request for City Council to waive reading beyond the title and adopt a resolution authorizing the Acting City Manager to enter into an intergovernmental agreement (IGA) with the City of Peoria to allow Peoria Police Department (PPD) officers to participate in law enforcement and security services at the University of Phoenix Stadium (Stadium).

Background

Global Spectrum, L.P., the managing agency for the Stadium on behalf of the Arizona Sports and Tourism Authority, has a need for qualified personnel to provide law enforcement and security services at the Stadium. The City of Glendale has had an agreement in place with Global Spectrum, L.P. since 2006 to provide these services, with a new agreement recently authorized by Council and in effect until July 1, 2016.

In 2006, the Glendale Police Department (GPD) established the West Valley Coalition and the City of Glendale entered into IGAs with other west valley cities for their police officers to assist with providing law enforcement and security services during large events at the Stadium. In 2007, officers from east valley cities became involved in the coalition; and in 2009 the law enforcement group providing services at the Stadium became known as the Valley-wide Coalition.

During the last eight years, IGAs with three-year terms have been in place with up to sixteen (16) cities for their police officers to participate in the Coalition, resulting in positive partnerships and joint cooperation for law enforcement and security services needed at the Stadium. The most recent agreements with participating cities, entered into on May 8, 2012, have come to the end of the term. The need exists to enter into new agreements with the interested cities/agencies to allow their law enforcement officers to continue participation in the Valley-wide Coalition.

Analysis

If approved, this IGA with the City of Peoria will be effective immediately and will allow PPD officers to take part in the Valley-wide Coalition. The agreement will remain in effect until June 30, 2018. This agreement may be renewed for successive additional three (3) year periods upon mutual consent of the parties.

Staff is recommending Council adopt the proposed resolution, which authorizes the City Manager to enter into an IGA with the City of Peoria to allow PPD officers to participate in law enforcement and security

services at the Stadium.

Previous Related Council Action

On April 8, 2014, Council authorized the City Manager to enter into an agreement with Global Spectrum, L.P. for police services at the Stadium.

On May 8, 2012, Council authorized the City Manager to enter into IGAs with sixteen cities allowing each city's law enforcement agency to participate in the Valley-wide Coalition for public safety services and security for events at the Stadium.

Community Benefit/Public Involvement

This IGA creates another partnership where police officers from different agencies are able to work together to ensure the citizens and visitors to Glendale experience a safe environment while attending events at the Stadium.

Budget and Financial Impacts

There is no cost to the city to enter into this IGA.

RESOLUTION NO. 4978 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF PEORIA FOR LAW ENFORCEMENT AND SECURITY SERVICES FOR EVENTS AT THE UNIVERSITY OF PHOENIX STADIUM ON BEHALF OF THE GLENDALE POLICE DEPARTMENT.

WHEREAS, the City of Peoria and the City of Glendale wish to enter into an intergovernmental agreement to assist with law enforcement and security services during events at the University of Phoenix Stadium.

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

SECTION 1. That it is deemed in the best interest of the City of Glendale and the citizens thereof that the intergovernmental agreement with the City of Glendale and the City of Peoria for law enforcement and security services for events at the University of Phoenix Stadium be entered into, which agreement is now on file in the office of the City Clerk of the City of Glendale.

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

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this _____ day of _____, 2015.

_____
M A Y O R

ATTEST:

_____
City Clerk (SEAL)

APPROVED AS TO FORM:

_____
City Attorney

REVIEWED BY:

_____
Acting City Manager

INTERGOVERNMENTAL AGREEMENT
BETWEEN
CITY OF GLENDALE AND CITY OF PEORIA

THIS INTERGOVERNMENTAL AGREEMENT (this "Agreement") is entered into pursuant to Arizona Revised Statutes ("A.R.S.") § 11-952 by the City of Glendale ("Glendale") and the City of Peoria ("Peoria"), collectively known herein as the "parties".

RECITALS

A. The University of Phoenix Stadium in Glendale (the "Stadium") is located within Glendale's corporate limits and Glendale has jurisdictional authority over and public safety interests in the operation of the Stadium; and

B. Global Spectrum Enterprises, L.L.C., an Arizona limited liability company ("Global Spectrum") is managing the Stadium on behalf of the Arizona Sports and Tourism Authority; and

C. Global Spectrum has the need for qualified personnel to provide law enforcement security services at the Stadium; and

D. The parties desire to participate in providing law enforcement security services to Global Spectrum for the Stadium by making available Peoria Police Department ("PPD") and Glendale Police Department ("GPD") officers in accordance with the terms set forth herein.

E. The parties desire to enter into this Agreement to cooperatively provide the necessary law enforcement and security services while acknowledging Glendale's primary responsibility for law enforcement at the Stadium.

AGREEMENT

Therefore, in consideration of the foregoing recitals, the covenants, promises, terms and conditions set forth herein, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereby agree as follows:

1. Purpose and Intent. The purpose of this Agreement is to provide the means through which the parties intend to provide professional law enforcement and security services to Global Spectrum by maximizing cooperation, by integrating the PPD and GPD assets, and by addressing issues including, command, control, personnel, planning, and training.

2. Supervision and Staffing.

2.1 Peoria acknowledges that command and control for all events worked for Global Spectrum pursuant to this Agreement (individually "Event" and collectively "Events") shall be the duty and responsibility of GPD.

2.2 In carrying out this responsibility, GPD will in good faith assign officers to work Events in accordance with the procedures adopted in consultation with the Chiefs of Police for all of the member agencies providing officers to Events.

2.3 Peoria agrees and understands that entities other than Glendale and the GPD have input into the decisions regarding whether, and to what extent, law enforcement will provide

service for Events; however, Glendale will provide information regarding staffing decisions to Peoria as soon as it becomes available.

3. Assigned Personnel

3.1 Peoria shall have the discretion to determine which and how many of its officers will be allowed to apply for assignments at Events and how many officers will be assigned to the Events (hereinafter referred to as "Assigned Officers").

a. All Assigned Officers will be required to enter into temporary employment contracts with Glendale.

b. The contract will outline the mutual responsibilities of the Assigned Officer and Glendale and will specify that the Assigned Officers are "at will" temporary employees of Glendale and that either party can terminate the contract, with or without cause at any time and without notice.

c. If possible, Glendale will consult with Peoria prior to terminating any Assigned Officer.

3.2 While working an Event, the Assigned Officers must wear uniforms approved by PPD, and the Assigned Officers may carry other equipment authorized by PPD.

3.3 When working an Event, GPD will make available to Assigned Officers forms and other supplies that are necessary to work the Event.

3.4 Upon termination of this Agreement and conclusion of any assignments, all personal property, assets, equipment, and supplies used by the parties and Assigned Officers in performance of their responsibilities shall remain with or be returned to the owner of such property.

3.5 Any inconsistency between GPD and PPD rules or regulations and all operational disputes will immediately be brought to the attention of the Glendale Police Chief and will be fully and finally addressed and resolved by the Glendale Police Chief in accordance with his or her determination of the best practices under the circumstances. The Glendale Police Chief may delegate this responsibility to a specific command officer.

4. Compensation, Insurance and Reporting

4.1 The parties agree that during Events the Assigned Officers shall be temporary employees of Glendale for compensation purposes and not independent contractors; provided however, that each such Assigned Officer will at all times also be deemed an employee of PPD and nothing in this Agreement is intended to contradict or otherwise modify the provisions of A.R.S. § 23-1022 (D).

4.2 Each Assigned Officer who works an Event will be paid the negotiated hourly rate, less the $5.00 per hour administrative fee that is paid by Global Spectrum directly to Glendale and applied to the cost of providing liability coverage as set forth below.

a. Assigned Officers' compensation shall be subject to all applicable federal and state taxes, which shall be deducted prior to payment, and which shall be evidenced by a W-2 statement issued by Glendale to each Assigned Officer.

b. Each officer's home agency (primary employer) shall provide the workers' compensation coverage in such amounts and under the same terms and conditions as other sworn, full-time employees for all Assigned Officers.

c. Except for liability coverage, Assigned Officers are not entitled to any other employee benefits or compensation from Glendale.

4.3 Glendale shall make available to the PPD information about the hours worked by Assigned Officers not later than seven days following each Event to enable PPD to properly monitor and regulate the hours worked by all of their Assigned Officers.

4.4 Each party affirms that it has complied with the provisions of A.R.S. § 23-1022 (E) with respect to activities addressed by the Agreement.

5. Indemnification

5.1 To the extent permitted by law, Glendale shall indemnify, defend, save and hold harmless Peoria, its departments, agencies, boards, commissions, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") for, from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent acts or willful misconduct of the Assigned Officers.

5.2 Glendale's indemnity includes any Claim or amount due arising out of the failure of such Indemnitee to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree.

5.3 It is agreed that Glendale will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable and in consideration of the covenants and promises set forth in this Agreement, Glendale agrees to waive all rights of subrogation against Peoria, its officers, officials, agents and employees for losses arising from the work performed by Peoria's Assigned Officers under this Agreement.

6. Media Releases and Relations

6.1 Any release of information to the media, other than a public records release, regarding an Event or any activities under this Agreement will be coordinated by Glendale in cooperation with Peoria but, except as provided below, no unilateral media releases will be distributed by Peoria without the prior approval of Glendale.

6.2 A copy of all public record and media releases regarding an Event or any activities under this Agreement shall be forwarded to Glendale prior to release; provided however, if an incident is primarily focused upon or concerned with the actions of PPD's Assigned Officer, PPD will be responsible for the release of information to the media relative to the incident.

6.3 The parties will not reveal any investigative information or operational procedures except as required by law.

7. Arizona POST certification

7.1 Relative to its Assigned Officers, Peoria agrees that it will be responsible to the Arizona Peace Officer's Standards and Training Board ("POST") for complying with all requirements mandated by Arizona Administrative Code Regulation R13-4-101 *et seq.*; including but not limited to, Peoria's responsibilities to POST for the hiring, fitness for duty, record-keeping, training, and testing requirements imposed upon law enforcement agencies employing police officers in Arizona.

7.2 Glendale and Peoria agree to cooperate to ensure any issues that arise relative to POST certification are resolved in a reasonable and efficient manner.

8. Execution, Duration and Renewal

8.1 This Agreement will be effective immediately upon the approval of both parties' governing bodies and shall remain in full force and effect until June 30, 2018.

8.2 This Agreement may be executed in counterparts.

8.3 This Agreement may be renewed for successive additional three (3) year periods upon mutual consent of the parties.

9. General Provisions

9.1 Entire Agreement. This Agreement embodies the entire understanding of the parties and supersedes any other agreement or understanding between the parties relating to the subject matter of this Agreement.

9.2 Severability. The provisions of this Agreement are severable to the extent that any provision or application held to be invalid by a court of competent jurisdiction shall not affect any other provision or application of the Agreement which may remain in effect without the invalid provision or application.

9.3 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona.

9.4 Conflict of Interest. This Agreement may be canceled by any of the parties pursuant to the provisions of A.R.S. § 38-511.

9.5 Termination. Peoria may, at any time, terminate this Agreement by giving Glendale not less than sixty (60) days prior written notice. Glendale may at any time terminate this Agreement by giving Peoria not less than sixty (60) days prior written notice.

9.6 Dispute Resolution. In the event of any dispute regarding the terms or the interpretation of this Agreement the parties command staff will consult with each other in an effort to settle the dispute, in good faith. If the parties are unable to settle the dispute, either party may terminate this agreement.

9.7 Waiver. The waiver of any breach of this Agreement shall not be deemed to amend this Agreement and shall not constitute a waiver of any other subsequent breach.

9.8 Headings. Headings of this Agreement are for convenience only and shall not affect the interpretation of this Agreement.

9.9 Further Acts. Each party shall execute and deliver all such documents and perform all such acts as reasonably necessary, from time to time, to carry out the matters contemplated by this Agreement.

10. E-Verify

10.1 The parties acknowledge that immigration laws require them to register and participate with the E-Verify program (employment verification program administered by the United States Department of Homeland Security and the Social Security Administration or any successor program) as they both employ one or more employees in this state.

10.2 The parties warrant that they have registered with and participate with E-Verify.

10.3 If either party later determines that the other non-compliant party has not complied with E-Verify, it will notify the non-compliant party by certified mail of the determination and of the right to appeal the determination. **The parties retain the legal right to inspect the papers of any employee who works pursuant to this agreement or any related subcontract to ensure compliance with the warranty given above.** Either party may conduct a random verification of the employment records of the other party to ensure compliance with this warranty.

10.4 Failure to comply shall be deemed a material breach of the Agreement that is subject to penalties up to and including termination of the Agreement.

11. Non- Discrimination

The parties must not discriminate against any employee or applicant for employment on the basis race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability.

[*signatures appear on the following pages*]

CITY OF GLENDALE

_____

City Manager

ATTEST:

_____

Pamela Hanna, City Clerk (SEAL)

CERTIFICATION BY LEGAL COUNSEL

The foregoing Intergovernmental Agreement between City of Glendale and the City of _____ is in proper form and is within the powers and authority of the City of Glendale granted under the laws of the State of Arizona.

APPROVED AS TO FORM AND AUTHORITY:

_____

Michael Bailey, City Attorney

CITY OF PEORIA

BY: Jeff Tyne for

NAME: Carl Swenson

TITLE: City Manager

DATE: 4/23/15

ATTEST:

Rhonda Geriminsky

PEORIA CITY CLERK

CERTIFICATION BY LEGAL COUNSEL

The foregoing Intergovernmental Agreement between City of Glendale and the City of Peoria is in proper form and is within the powers and authority of the City of Peoria granted under the laws of the State of Arizona.

APPROVED AS TO FORM AND AUTHORITY:

Stephen J. Burg for

PEORIA CITY ATTORNEY

LCON01815

File #: 15-429, **Version:** 1

AUTHORIZATION TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF GOODYEAR TO PROVIDE LAW ENFORCEMENT AND SECURITY SERVICES FOR THE UNIVERSITY OF PHOENIX STADIUM
Staff Contact: Debora Black, Police Chief

Purpose and Recommended Action

This is a request for City Council to waive reading beyond the title and adopt a resolution authorizing the Acting City Manager to enter into an intergovernmental agreement (IGA) with the City of Goodyear to allow Goodyear Police Department (Goodyear PD) officers to participate in law enforcement and security services at the University of Phoenix Stadium (Stadium).

Background

Global Spectrum, L.P., the managing agency for the Stadium on behalf of the Arizona Sports and Tourism Authority, has a need for qualified personnel to provide law enforcement and security services at the Stadium. The City of Glendale has had an agreement in place with Global Spectrum, L.P. since 2006 to provide these services, with a new agreement recently authorized by Council and in effect until July 1, 2016.

In 2006, the Glendale Police Department (GPD) established the West Valley Coalition and the City of Glendale entered into IGAs with other west valley cities for their police officers to assist with providing law enforcement and security services during large events at the Stadium. In 2007, officers from east valley cities became involved in the coalition; and in 2009 the law enforcement group providing services at the Stadium became known as the Valley-wide Coalition.

During the last eight years, IGAs with three-year terms have been in place with up to sixteen (16) cities for their police officers to participate in the Coalition, resulting in positive partnerships and joint cooperation for law enforcement and security services needed at the Stadium. The most recent agreements with participating cities, entered into on May 8, 2012, have come to the end of the term. The need exists to enter into new agreements with the interested cities/agencies to allow their law enforcement officers to continue participation in the Valley-wide Coalition.

Analysis

If approved, this IGA with the City of Goodyear will be effective immediately and will allow Goodyear PD officers to take part in the Valley-wide Coalition. The agreement will remain in effect until June 30, 2018. This agreement may be renewed for successive additional three (3) year periods upon mutual consent of the parties.

Staff is recommending Council adopt the proposed resolution, which authorizes the City Manager to enter

into an IGA with the City of Goodyear to allow Goodyear PD officers to participate in law enforcement and security services at the Stadium.

Previous Related Council Action

On April 8, 2014, Council authorized the City Manager to enter into an agreement with Global Spectrum, L.P. for police services at the Stadium.

On May 8, 2012, Council authorized the City Manager to enter into IGAs with sixteen cities allowing each city's law enforcement agency to participate in the Valley-wide Coalition for public safety services and security for events at the Stadium.

Community Benefit/Public Involvement

This IGA creates another partnership where police officers from different agencies are able to work together to ensure the citizens and visitors to Glendale experience a safe environment while attending events at the Stadium.

Budget and Financial Impacts

There is no cost to the city to enter into this IGA.

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RESOLUTION NO. 4979 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF AN INTERGOVERNMENTAL AGREEMENT WITH CITY OF GOODYEAR FOR LAW ENFORCEMENT AND SECURITY SERVICES FOR EVENTS AT THE UNIVERSITY OF PHOENIX STADIUM ON BEHALF OF THE GLENDALE POLICE DEPARTMENT.

WHEREAS, the City of Goodyear and the City of Glendale wish to enter into an intergovernmental agreement to assist with law enforcement and security services during events at the University of Phoenix Stadium.

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

SECTION 1. That it is deemed in the best interest of the City of Glendale and the citizens thereof that the intergovernmental agreement between the City of Glendale and the City of Goodyear for law enforcement and security services for events at the University of Phoenix Stadium be entered into, which agreement is now on file in the office of the City Clerk of the City of Glendale.

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

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this _____ day of _____, 2015.

_____
M A Y O R

ATTEST:

_____
City Clerk (SEAL)

APPROVED AS TO FORM:

_____
City Attorney

REVIEWED BY:

_____
Acting City Manager

iga_pd_goodyear.doc

INTERGOVERNMENTAL AGREEMENT
BETWEEN
CITY OF GLENDALE AND CITY OF GOODYEAR

THIS INTERGOVERNMENTAL AGREEMENT (this "Agreement") is entered into pursuant to Arizona Revised Statutes ("A.R.S.") § 11-952 by the City of Glendale ("Glendale") and the City of Goodyear ("Goodyear"), collectively known herein as the "parties".

RECITALS

A. The University of Phoenix Stadium in Glendale (the "Stadium") is located within Glendale's corporate limits and Glendale has jurisdictional authority over and public safety interests in the operation of the Stadium; and

B. Global Spectrum Enterprises, L.L.C., an Arizona limited liability company ("Global Spectrum") is managing the Stadium on behalf of the Arizona Sports and Tourism Authority; and

C. Global Spectrum has the need for qualified personnel to provide law enforcement security services at the Stadium; and

D. The parties desire to participate in providing law enforcement security services to Global Spectrum for the Stadium by making available Goodyear Police Department ("GOODYEAR PD") and Glendale Police Department ("GPD") officers in accordance with the terms set forth herein.

E. The parties desire to enter into this Agreement to cooperatively provide the necessary law enforcement and security services while acknowledging Glendale's primary responsibility for law enforcement at the Stadium.

AGREEMENT

Therefore, in consideration of the foregoing recitals, the covenants, promises, terms and conditions set forth herein, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereby agree as follows:

1. **Purpose and Intent.** The purpose of this Agreement is to provide the means through which the parties intend to provide professional law enforcement and security services to Global Spectrum by maximizing cooperation, by integrating the GOODYEAR PD and GPD assets, and by addressing issues including, command, control, personnel, planning, and training.

2. **Supervision and Staffing.**

   2.1 Goodyear acknowledges that command and control for all events worked for Global Spectrum pursuant to this Agreement (individually "Event" and collectively "Events") shall be the duty and responsibility of GPD.

   2.2 In carrying out this responsibility, GPD will in good faith assign officers to work Events in accordance with the procedures adopted in consultation with the Chiefs of Police for all of the member agencies providing officers to Events.

   2.3 Goodyear agrees and understands that entities other than Glendale and the GPD have input into the decisions regarding whether, and to what extent, law enforcement will provide

service for Events; however, Glendale will provide information regarding staffing decisions to Goodyear as soon as it becomes available.

3. Assigned Personnel

3.1 Goodyear shall have the discretion to determine which and how many of its officers will be allowed to apply for assignments at Events and how many officers will be assigned to the Events (hereinafter referred to as "Assigned Officers").

a. All Assigned Officers will be required to enter into temporary employment contracts with Glendale.

b. The contract will outline the mutual responsibilities of the Assigned Officer and Glendale and will specify that the Assigned Officers are "at will" temporary employees of Glendale and that either party can terminate the contract, with or without cause at any time and without notice.

c. If possible, Glendale will consult with Goodyear prior to terminating any Assigned Officer.

3.2 While working an Event, the Assigned Officers must wear uniforms approved by GOODYEAR PD, and the Assigned Officers may carry other equipment authorized by GOODYEAR PD.

3.3 When working an Event, GPD will make available to Assigned Officers forms and other supplies that are necessary to work the Event.

3.4 Upon termination of this Agreement and conclusion of any assignments, all personal property, assets, equipment, and supplies used by the parties and Assigned Officers in performance of their responsibilities shall remain with or be returned to the owner of such property.

3.5 Any inconsistency between GPD and GOODYEAR PD rules or regulations and all operational disputes will immediately be brought to the attention of the Glendale Police Chief and will be fully and finally addressed and resolved by the Glendale Police Chief in accordance with his or her determination of the best practices under the circumstances. The Glendale Police Chief may delegate this responsibility to a specific command officer.

4. Compensation, Insurance and Reporting

4.1 The parties agree that during Events the Assigned Officers shall be temporary employees of Glendale for compensation purposes and not independent contractors; provided however, that each such Assigned Officer will at all times also be deemed an employee of GOODYEAR PD and nothing in this Agreement is intended to contradict or otherwise modify the provisions of A.R.S. § 23-1022 (D).

4.2 Each Assigned Officer who works an Event will be paid the negotiated hourly rate, less the $5.00 per hour administrative fee that is paid by Global Spectrum directly to Glendale and applied to the cost of providing liability coverage as set forth below.

a. Assigned Officers' compensation shall be subject to all applicable federal and state taxes, which shall be deducted prior to payment, and which shall be evidenced by a W-2 statement issued by Glendale to each Assigned Officer.

b. Each officer's home agency (primary employer) shall provide the workers' compensation coverage in such amounts and under the same terms and conditions as other sworn, full-time employees for all Assigned Officers.

c. Except for liability coverage, Assigned Officers are not entitled to any other employee benefits or compensation from Glendale.

4.3 Glendale shall make available to the GOODYEAR PD information about the hours worked by Assigned Officers not later than seven days following each Event to enable GOODYEAR PD to properly monitor and regulate the hours worked by all of their Assigned Officers.

4.4 Each party affirms that it has complied with the provisions of A.R.S. § 23-1022 (E) with respect to activities addressed by the Agreement.

5. Indemnification

5.1 To the extent permitted by law, Glendale shall indemnify, defend, save and hold harmless Goodyear, its departments, agencies, boards, commissions, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") for, from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent acts or willful misconduct of the Assigned Officers.

5.2 Glendale's indemnity includes any Claim or amount due arising out of the failure of such Indemnitee to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree.

5.3 It is agreed that Glendale will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable and in consideration of the covenants and promises set forth in this Agreement, Glendale agrees to waive all rights of subrogation against Goodyear, its officers, officials, agents and employees for losses arising from the work performed by Goodyear's Assigned Officers under this Agreement.

6. Media Releases and Relations

6.1 Any release of information to the media, other than a public records release, regarding an Event or any activities under this Agreement will be coordinated by Glendale in cooperation with Goodyear but, except as provided below, no unilateral media releases will be distributed by Goodyear without the prior approval of Glendale.

6.2 A copy of all public record and media releases regarding an Event or any activities under this Agreement shall be forwarded to Glendale prior to release; provided however, if an incident is primarily focused upon or concerned with the actions of GOODYEAR PD's Assigned

Officer, GOODYEAR PD will be responsible for the release of information to the media relative to the incident.

6.3 The parties will not reveal any investigative information or operational procedures except as required by law.

7. Arizona POST certification

7.1 Relative to its Assigned Officers, Goodyear agrees that it will be responsible to the Arizona Peace Officer's Standards and Training Board ("POST") for complying with all requirements mandated by Arizona Administrative Code Regulation R13-4-101 *et seq.*; including but not limited to, Goodyear's responsibilities to POST for the hiring, fitness for duty, record-keeping, training, and testing requirements imposed upon law enforcement agencies employing police officers in Arizona.

7.2 Glendale and Goodyear agree to cooperate to ensure any issues that arise relative to POST certification are resolved in a reasonable and efficient manner.

8. Execution, Duration and Renewal

8.1 This Agreement will be effective immediately upon the approval of both parties' governing bodies and shall remain in full force and effect until June 30, 2018.

8.2 This Agreement may be executed in counterparts.

8.3 This Agreement may be renewed for successive additional three (3) year periods upon mutual consent of the parties.

9. General Provisions

9.1 Entire Agreement. This Agreement embodies the entire understanding of the parties and supersedes any other agreement or understanding between the parties relating to the subject matter of this Agreement.

9.2 Severability. The provisions of this Agreement are severable to the extent that any provision or application held to be invalid by a court of competent jurisdiction shall not affect any other provision or application of the Agreement which may remain in effect without the invalid provision or application.

9.3 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona.

9.4 Conflict of Interest. This Agreement may be canceled by any of the parties pursuant to the provisions of A.R.S. § 38-511.

9.5 Termination. Goodyear may, at any time, terminate this Agreement by giving Glendale not less than sixty (60) days prior written notice. Glendale may at any time terminate this Agreement by giving Goodyear not less than sixty (60) days prior written notice.

9.6 Dispute Resolution. In the event of any dispute regarding the terms or the interpretation of this Agreement the parties command staff will consult with each other in an effort to settle the dispute, in good faith. If the parties are unable to settle the dispute, either party may terminate this agreement.

9.7 Waiver. The waiver of any breach of this Agreement shall not be deemed to amend this Agreement and shall not constitute a waiver of any other subsequent breach.

9.8 Headings. Headings of this Agreement are for convenience only and shall not affect the interpretation of this Agreement.

9.9 Further Acts. Each party shall execute and deliver all such documents and perform all such acts as reasonably necessary, from time to time, to carry out the matters contemplated by this Agreement.

10. E-Verify

10.1 The parties acknowledge that immigration laws require them to register and participate with the E-Verify program (employment verification program administered by the United States Department of Homeland Security and the Social Security Administration or any successor program) as they both employ one or more employees in this state.

10.2 The parties warrant that they have registered with and participate with E-Verify.

10.3 If either party later determines that the other non-compliant party has not complied with E-Verify, it will notify the non-compliant party by certified mail of the determination and of the right to appeal the determination. **The parties retain the legal right to inspect the papers of any employee who works pursuant to this agreement or any related subcontract to ensure compliance with the warranty given above.** Either party may conduct a random verification of the employment records of the other party to ensure compliance with this warranty.

10.4 Failure to comply shall be deemed a material breach of the Agreement that is subject to penalties up to and including termination of the Agreement.

11. Non- Discrimination

The parties must not discriminate against any employee or applicant for employment on the basis race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability.

[*signatures appear on the following pages*]

CITY OF GLENDALE

_____

City Manager

ATTEST:

_____

Pamela Hanna, City Clerk (SEAL)

CERTIFICATION BY LEGAL COUNSEL

The foregoing Intergovernmental Agreement between City of Glendale and the City of _____ is in proper form and is within the powers and authority of the City of Glendale granted under the laws of the State of Arizona.

APPROVED AS TO FORM AND AUTHORITY:

_____

Michael Bailey, City Attorney

CITY OF GOODYEAR

BY: Brian Dalke

NAME: Brian Dalke

TITLE: City Manager

DATE: 5/12/15

ATTEST:

Maureen Scott

GOODYEAR CITY CLERK

CERTIFICATION BY LEGAL COUNSEL

The foregoing Intergovernmental Agreement between City of Glendale and the City of Goodyear is in proper form and is within the powers and authority of the City of Goodyear granted under the laws of the State of Arizona.

APPROVED AS TO FORM AND AUTHORITY:

GOODYEAR CITY ATTORNEY

File #: 15-430, **Version:** 1

AUTHORIZATION TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF BUCKEYE TO PROVIDE LAW ENFORCEMENT AND SECURITY SERVICES FOR THE UNIVERSITY OF PHOENIX STADIUM
Staff Contact: Debora Black, Police Chief

Purpose and Recommended Action

This is a request for City Council to waive reading beyond the title and adopt a resolution authorizing the Acting City Manager to enter into an intergovernmental agreement (IGA) with the City of Buckeye to allow Buckeye Police Department (BPD) officers to participate in law enforcement and security services at the University of Phoenix Stadium (Stadium).

Background

Global Spectrum, L.P., the managing agency for the Stadium on behalf of the Arizona Sports and Tourism Authority, has a need for qualified personnel to provide law enforcement and security services at the Stadium. The City of Glendale has had an agreement in place with Global Spectrum, L.P. since 2006 to provide these services, with a new agreement recently authorized by Council and in effect until July 1, 2016.

In 2006, the Glendale Police Department (GPD) established the West Valley Coalition and the City of Glendale entered into IGAs with other west valley cities for their police officers to assist with providing law enforcement and security services during large events at the Stadium. In 2007, officers from east valley cities became involved in the coalition; and in 2009 the law enforcement group providing services at the Stadium became known as the Valley-wide Coalition.

During the last eight years, IGAs with three-year terms have been in place with up to sixteen (16) cities for their police officers to participate in the Coalition, resulting in positive partnerships and joint cooperation for law enforcement and security services needed at the Stadium. The most recent agreements with participating cities, entered into on May 8, 2012, have come to the end of the term. The need exists to enter into new agreements with the interested cities/agencies to allow their law enforcement officers to continue participation in the Valley-wide Coalition.

Analysis

If approved, this IGA with the City of Buckeye will be effective immediately and will allow BPD officers to take part in the Valley-wide Coalition. The agreement will remain in effect until June 30, 2018. This agreement may be renewed for successive additional three (3) year periods upon mutual consent of the parties.

Staff is recommending Council adopt the proposed resolution, which authorizes the City Manager to enter into an IGA with the City of Buckeye to allow BPD officers to participate in law enforcement and security

services at the Stadium.

Previous Related Council Action

On April 8, 2014, Council authorized the City Manager to enter into an agreement with Global Spectrum, L.P. for police services at the Stadium.

On May 8, 2012, Council authorized the City Manager to enter into IGAs with sixteen cities allowing each city's law enforcement agency to participate in the Valley-wide Coalition for public safety services and security for events at the Stadium.

Community Benefit/Public Involvement

This IGA creates another partnership where police officers from different agencies are able to work together to ensure the citizens and visitors to Glendale experience a safe environment while attending events at the Stadium.

Budget and Financial Impacts

There is no cost to the city to enter into this IGA.

RESOLUTION NO. 4980 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF AN INTERGOVERNMENTAL AGREEMENT WITH CITY OF BUCKEYE FOR LAW ENFORCEMENT AND SECURITY SERVICES FOR EVENTS AT THE UNIVERSITY OF PHOENIX STADIUM ON BEHALF OF THE GLENDALE POLICE DEPARTMENT.

WHEREAS, the City of Buckeye and the City of Glendale wish to enter into an intergovernmental agreement to assist with law enforcement and security services during events at the University of Phoenix Stadium.

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

SECTION 1. That it is deemed in the best interest of the City of Glendale and the citizens thereof that the intergovernmental agreement between the City of Glendale and the City of Buckeye for law enforcement and security services for events at the University of Phoenix Stadium be entered into, which agreement is now on file in the office of the City Clerk of the City of Glendale.

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

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this _____ day of _____, 2015.

_____
M A Y O R

ATTEST:

_____
City Clerk (SEAL)

APPROVED AS TO FORM:

_____
City Attorney

REVIEWED BY:

_____
Acting City Manager

INTERGOVERNMENTAL AGREEMENT
BETWEEN
CITY OF GLENDALE AND CITY OF BUCKEYE

THIS INTERGOVERNMENTAL AGREEMENT (this "Agreement") is entered into pursuant to Arizona Revised Statutes ("A.R.S.") § 11-952 by the City of Glendale ("Glendale") and the City of Buckeye ("Buckeye"), collectively known herein as the "parties".

RECITALS

A. The University of Phoenix Stadium in Glendale (the "Stadium") is located within Glendale's corporate limits and Glendale has jurisdictional authority over and public safety interests in the operation of the Stadium; and

B. Global Spectrum Enterprises, L.L.C., an Arizona limited liability company ("Global Spectrum") is managing the Stadium on behalf of the Arizona Sports and Tourism Authority; and

C. Global Spectrum has the need for qualified personnel to provide law enforcement security services at the Stadium; and

D. The parties desire to participate in providing law enforcement security services to Global Spectrum for the Stadium by making available Buckeye Police Department ("BPD") and Glendale Police Department ("GPD") officers in accordance with the terms set forth herein.

E. The parties desire to enter into this Agreement to cooperatively provide the necessary law enforcement and security services while acknowledging Glendale's primary responsibility for law enforcement at the Stadium.

AGREEMENT

Therefore, in consideration of the foregoing recitals, the covenants, promises, terms and conditions set forth herein, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereby agree as follows:

1. **Purpose and Intent.** The purpose of this Agreement is to provide the means through which the parties intend to provide professional law enforcement and security services to Global Spectrum by maximizing cooperation, by integrating the BPD and GPD assets, and by addressing issues including, command, control, personnel, planning, and training.

2. **Supervision and Staffing.**

   2.1 Buckeye acknowledges that command and control for all events worked for Global Spectrum pursuant to this Agreement (individually "Event" and collectively "Events") shall be the duty and responsibility of GPD.

   2.2 In carrying out this responsibility, GPD will in good faith assign officers to work Events in accordance with the procedures adopted in consultation with the Chiefs of Police for all of the member agencies providing officers to Events.

   2.3 Buckeye agrees and understands that entities other than Glendale and the GPD have input into the decisions regarding whether, and to what extent, law enforcement will provide

service for Events; however, Glendale will provide information regarding staffing decisions to Buckeye as soon as it becomes available.

3. Assigned Personnel

3.1 Buckeye shall have the discretion to determine which and how many of its officers will be allowed to apply for assignments at Events and how many officers will be assigned to the Events (hereinafter referred to as "Assigned Officers").

a. All Assigned Officers will be required to enter into temporary employment contracts with Glendale.

b. The contract will outline the mutual responsibilities of the Assigned Officer and Glendale and will specify that the Assigned Officers are "at will" temporary employees of Glendale and that either party can terminate the contract, with or without cause at any time and without notice.

c. If possible, Glendale will consult with Buckeye prior to terminating any Assigned Officer.

3.2 While working an Event, the Assigned Officers must wear uniforms approved by BPD, and the Assigned Officers may carry other equipment authorized by BPD.

3.3 When working an Event, GPD will make available to Assigned Officers forms and other supplies that are necessary to work the Event.

3.4 Upon termination of this Agreement and conclusion of any assignments, all personal property, assets, equipment, and supplies used by the parties and Assigned Officers in performance of their responsibilities shall remain with or be returned to the owner of such property.

3.5 Any inconsistency between GPD and BPD rules or regulations and all operational disputes will immediately be brought to the attention of the Glendale Police Chief and will be fully and finally addressed and resolved by the Glendale Police Chief in accordance with his or her determination of the best practices under the circumstances. The Glendale Police Chief may delegate this responsibility to a specific command officer.

4. Compensation, Insurance and Reporting

4.1 The parties agree that during Events the Assigned Officers shall be temporary employees of Glendale for compensation purposes and not independent contractors; provided however, that each such Assigned Officer will at all times also be deemed an employee of BPD and nothing in this Agreement is intended to contradict or otherwise modify the provisions of A.R.S. § 23-1022 (D).

4.2 Each Assigned Officer who works an Event will be paid the negotiated hourly rate, less the $5.00 per hour administrative fee that is paid by Global Spectrum directly to Glendale and applied to the cost of providing liability coverage as set forth below.

a. Assigned Officers' compensation shall be subject to all applicable federal and state taxes, which shall be deducted prior to payment, and which shall be evidenced by a W-2 statement issued by Glendale to each Assigned Officer.

b. Each officer's home agency (primary employer) shall provide the workers' compensation coverage in such amounts and under the same terms and conditions as other sworn, full-time employees for all Assigned Officers.

c. Except for liability coverage, Assigned Officers are not entitled to any other employee benefits or compensation from Glendale.

4.3 Glendale shall make available to the BPD information about the hours worked by Assigned Officers not later than seven days following each Event to enable BPD to properly monitor and regulate the hours worked by all of their Assigned Officers.

4.4 Each party affirms that it has complied with the provisions of A.R.S. § 23-1022 (E) with respect to activities addressed by the Agreement.

5. Indemnification

5.1 To the extent permitted by law, Glendale shall indemnify, defend, save and hold harmless Buckeye, its departments, agencies, boards, commissions, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") for, from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent acts or willful misconduct of the Assigned Officers.

5.2 Glendale's indemnity includes any Claim or amount due arising out of the failure of such Indemnitee to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree.

5.3 It is agreed that Glendale will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable and in consideration of the covenants and promises set forth in this Agreement, Glendale agrees to waive all rights of subrogation against Buckeye, its officers, officials, agents and employees for losses arising from the work performed by Buckeye's Assigned Officers under this Agreement.

6. Media Releases and Relations

6.1 Any release of information to the media, other than a public records release, regarding an Event or any activities under this Agreement will be coordinated by Glendale in cooperation with Buckeye but, except as provided below, no unilateral media releases will be distributed by Buckeye without the prior approval of Glendale.

6.2 A copy of all public record and media releases regarding an Event or any activities under this Agreement shall be forwarded to Glendale prior to release; provided however, if an incident is primarily focused upon or concerned with the actions of BPD's Assigned Officer, BPD will be responsible for the release of information to the media relative to the incident.

6.3 The parties will not reveal any investigative information or operational procedures except as required by law.

7. Arizona POST certification

7.1 Relative to its Assigned Officers, Buckeye agrees that it will be responsible to the Arizona Peace Officer's Standards and Training Board ("POST") for complying with all requirements mandated by Arizona Administrative Code Regulation R13-4-101 *et seq.*; including but not limited to, Buckeye's responsibilities to POST for the hiring, fitness for duty, record-keeping, training, and testing requirements imposed upon law enforcement agencies employing police officers in Arizona.

7.2 Glendale and Buckeye agree to cooperate to ensure any issues that arise relative to POST certification are resolved in a reasonable and efficient manner.

8. Execution, Duration and Renewal

8.1 This Agreement will be effective immediately upon the approval of both parties' governing bodies and shall remain in full force and effect until June 30, 2018.

8.2 This Agreement may be executed in counterparts.

8.3 This Agreement may be renewed for successive additional three (3) year periods upon mutual consent of the parties.

9. General Provisions

9.1 Entire Agreement. This Agreement embodies the entire understanding of the parties and supersedes any other agreement or understanding between the parties relating to the subject matter of this Agreement.

9.2 Severability. The provisions of this Agreement are severable to the extent that any provision or application held to be invalid by a court of competent jurisdiction shall not affect any other provision or application of the Agreement which may remain in effect without the invalid provision or application.

9.3 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona.

9.4 Conflict of Interest. This Agreement may be canceled by any of the parties pursuant to the provisions of A.R.S. § 38-511.

9.5 Termination. Buckeye may, at any time, terminate this Agreement by giving Glendale not less than sixty (60) days prior written notice. Glendale may at any time terminate this Agreement by giving Buckeye not less than sixty (60) days prior written notice.

9.6 Dispute Resolution. In the event of any dispute regarding the terms or the interpretation of this Agreement the parties command staff will consult with each other in an effort to settle the dispute, in good faith. If the parties are unable to settle the dispute, either party may terminate this agreement.

9.7 Waiver. The waiver of any breach of this Agreement shall not be deemed to amend this Agreement and shall not constitute a waiver of any other subsequent breach.

9.8 Headings. Headings of this Agreement are for convenience only and shall not affect the interpretation of this Agreement.

9.9 Further Acts. Each party shall execute and deliver all such documents and perform all such acts as reasonably necessary, from time to time, to carry out the matters contemplated by this Agreement.

10. E-Verify

10.1 The parties acknowledge that immigration laws require them to register and participate with the E-Verify program (employment verification program administered by the United States Department of Homeland Security and the Social Security Administration or any successor program) as they both employ one or more employees in this state.

10.2 The parties warrant that they have registered with and participate with E-Verify.

10.3 If either party later determines that the other non-compliant party has not complied with E-Verify, it will notify the non-compliant party by certified mail of the determination and of the right to appeal the determination. **The parties retain the legal right to inspect the papers of any employee who works pursuant to this agreement or any related subcontract to ensure compliance with the warranty given above.** Either party may conduct a random verification of the employment records of the other party to ensure compliance with this warranty.

10.4 Failure to comply shall be deemed a material breach of the Agreement that is subject to penalties up to and including termination of the Agreement.

11. Non- Discrimination

The parties must not discriminate against any employee or applicant for employment on the basis race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability.

[*signatures appear on the following pages*]

CITY OF GLENDALE

_____

City Manager

ATTEST:

_____

Pamela Hanna, City Clerk (SEAL)

CERTIFICATION BY LEGAL COUNSEL

The foregoing Intergovernmental Agreement between City of Glendale and the City of _____ is in proper form and is within the powers and authority of the City of Glendale granted under the laws of the State of Arizona.

APPROVED AS TO FORM AND AUTHORITY:

_____

Michael Bailey, City Attorney

CITY OF BUCKEYE

BY: Stephen C Cleveland

NAME: Stephen Cleveland

TITLE: City Manager

DATE: 05-05-2015

ATTEST:

Lucinda J Aja

BUCKEYE CITY CLERK

CERTIFICATION BY LEGAL COUNSEL

The foregoing Intergovernmental Agreement between City of Glendale and the City of Buckeye is in proper form and is within the powers and authority of the City of Buckeye granted under the laws of the State of Arizona.

APPROVED AS TO FORM AND AUTHORITY:

Scott W. Ruby

BUCKEYE CITY ATTORNEY

File #: 15-431, **Version:** 1

AUTHORIZATION TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF PHOENIX TO PROVIDE LAW ENFORCEMENT AND SECURITY SERVICES FOR THE UNIVERSITY OF PHOENIX STADIUM
Staff Contact: Debora Black, Police Chief

Purpose and Recommended Action

This is a request for City Council to waive reading beyond the title and adopt a resolution authorizing the Acting City Manager to enter into an intergovernmental agreement (IGA) with the City of Phoenix to allow Phoenix Police Department (PPD) officers to participate in law enforcement and security services at the University of Phoenix Stadium (Stadium).

Background

Global Spectrum, L.P., the managing agency for the Stadium on behalf of the Arizona Sports and Tourism Authority, has a need for qualified personnel to provide law enforcement and security services at the Stadium. The City of Glendale has had an agreement in place with Global Spectrum, L.P. since 2006 to provide these services, with a new agreement recently authorized by Council and in effect until July 1, 2016.

In 2006, the Glendale Police Department (GPD) established the West Valley Coalition and the City of Glendale entered into IGAs with other west valley cities for their police officers to assist with providing law enforcement and security services during large events at the Stadium. In 2007, officers from east valley cities became involved in the coalition; and in 2009 the law enforcement group providing services at the Stadium became known as the Valley-wide Coalition.

During the last eight years, IGAs with three-year terms have been in place with up to sixteen (16) cities for their police officers to participate in the Coalition, resulting in positive partnerships and joint cooperation for law enforcement and security services needed at the Stadium. The most recent agreements with participating cities, entered into on May 8, 2012, have come to the end of the term. The need exists to enter into new agreements with the interested cities/agencies to allow their law enforcement officers to continue participation in the Valley-wide Coalition.

Analysis

If approved, this IGA with the City of Phoenix will be effective immediately and will allow PPD officers to take part in the Valley-wide Coalition. The agreement will remain in effect until June 30, 2018. This agreement may be renewed for successive additional three (3) year periods upon mutual consent of the parties.

Staff is recommending Council adopt the proposed resolution, which authorizes the City Manager to enter into an IGA with the City of Phoenix to allow PPD officers to participate in law enforcement and security

services at the Stadium.

Previous Related Council Action

On April 8, 2014, Council authorized the City Manager to enter into an agreement with Global Spectrum, L.P. for police services at the Stadium.

On May 8, 2012, Council authorized the City Manager to enter into IGAs with sixteen cities allowing each city's law enforcement agency to participate in the Valley-wide Coalition for public safety services and security for events at the Stadium.

Community Benefit/Public Involvement

This IGA creates another partnership where police officers from different agencies are able to work together to ensure the citizens and visitors to Glendale experience a safe environment while attending events at the Stadium.

Budget and Financial Impacts

There is no cost to the city to enter into this IGA.

RESOLUTION NO. 4981 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF PHOENIX FOR LAW ENFORCEMENT AND SECURITY SERVICES FOR EVENTS AT THE UNIVERSITY OF PHOENIX STADIUM ON BEHALF OF THE GLENDALE POLICE DEPARTMENT.

WHEREAS, the City of Phoenix and the City of Glendale wish to enter into an intergovernmental agreement to assist with law enforcement and security services during events at the University of Phoenix Stadium.

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

SECTION 1. That it is deemed in the best interest of the City of Glendale and the citizens thereof that the intergovernmental agreement between the City of Glendale and the City of Phoenix for law enforcement and security services for events at the University of Phoenix Stadium be entered into, which agreement is now on file in the office of the City Clerk of the City of Glendale.

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

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this _____ day of _____, 2015.

_____
M A Y O R

ATTEST:

_____
City Clerk (SEAL)

APPROVED AS TO FORM:

_____
City Attorney

REVIEWED BY:

_____
Acting City Manager

140477--0

INTERGOVERNMENTAL AGREEMENT
BETWEEN
CITY OF GLENDALE AND CITY OF PHOENIX

THIS INTERGOVERNMENTAL AGREEMENT (this "Agreement") is entered into pursuant to Arizona Revised Statutes ("A.R.S.") § 11-952 by the City of Glendale ("Glendale") and the City of Phoenix ("Phoenix"), collectively known herein as the "parties".

RECITALS

A. The University of Phoenix Stadium in Glendale (the "Stadium") is located within Glendale's corporate limits and Glendale has jurisdictional authority over and public safety interests in the operation of the Stadium; and

B. Global Spectrum Enterprises, L.L.C., an Arizona limited liability company ("Global Spectrum") is managing the Stadium on behalf of the Arizona Sports and Tourism Authority; and

C. Global Spectrum has the need for qualified personnel to provide law enforcement security services at the Stadium; and

D. The parties desire to participate in providing law enforcement security services to Global Spectrum for the Stadium by making available Phoenix Police Department ("PPD") and Glendale Police Department ("GPD") officers in accordance with the terms set forth herein.

E. The parties desire to enter into this Agreement to cooperatively provide the necessary law enforcement and security services while acknowledging Glendale's primary responsibility for law enforcement at the Stadium.

AGREEMENT

Therefore, in consideration of the foregoing recitals, the covenants, promises, terms and conditions set forth herein, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereby agree as follows:

1. **Purpose and Intent.** The purpose of this Agreement is to provide the means through which the parties intend to provide professional law enforcement and security services to Global Spectrum by maximizing cooperation, by integrating the PPD and GPD assets, and by addressing issues including, command, control, personnel, planning, and training.

2. **Supervision and Staffing.**

   2.1 Phoenix acknowledges that command and control for all events worked for Global Spectrum pursuant to this Agreement (individually "Event" and collectively "Events") shall be the duty and responsibility of GPD.

   2.2 In carrying out this responsibility, GPD will in good faith assign officers to work Events in accordance with the procedures adopted in consultation with the Chiefs of Police for all of the member agencies providing officers to Events.

   2.3 Phoenix agrees and understands that entities other than Glendale and the GPD have input into the decisions regarding whether, and to what extent, law enforcement will provide

service for Events; however, Glendale will provide information regarding staffing decisions to Phoenix as soon as it becomes available.

3. Assigned Personnel

3.1 Phoenix shall have the discretion to determine which and how many of its officers will be allowed to apply for assignments at Events and how many officers will be assigned to the Events (hereinafter referred to as "Assigned Officers").

a. All Assigned Officers will be required to enter into temporary employment contracts with Glendale.

b. The contract will outline the mutual responsibilities of the Assigned Officer and Glendale and will specify that the Assigned Officers are "at will" temporary employees of Glendale and that either party can terminate the contract, with or without cause at any time and without notice.

c. If possible, Glendale will consult with Phoenix prior to terminating any Assigned Officer.

3.2 While working an Event, the Assigned Officers must wear uniforms approved by PPD, and the Assigned Officers may carry other equipment authorized by PPD.

3.3 When working an Event, GPD will make available to Assigned Officers forms and other supplies that are necessary to work the Event.

3.4 Upon termination of this Agreement and conclusion of any assignments, all personal property, assets, equipment, and supplies used by the parties and Assigned Officers in performance of their responsibilities shall remain with or be returned to the owner of such property.

3.5 Any inconsistency between GPD and PPD rules or regulations and all operational disputes will immediately be brought to the attention of the Glendale Police Chief and will be fully and finally addressed and resolved by the Glendale Police Chief in accordance with his or her determination of the best practices under the circumstances. The Glendale Police Chief may delegate this responsibility to a specific command officer.

4. Compensation, Insurance and Reporting

4.1 The parties agree that during Events the Assigned Officers shall be temporary employees of Glendale for compensation purposes and not independent contractors; provided however, that each such Assigned Officer will at all times also be deemed an employee of PPD and nothing in this Agreement is intended to contradict or otherwise modify the provisions of A.R.S. § 23-1022 (D).

4.2 Each Assigned Officer who works an Event will be paid the negotiated hourly rate, less the $5.00 per hour administrative fee that is paid by Global Spectrum directly to Glendale and applied to the cost of providing liability coverage as set forth below.

a. Assigned Officers' compensation shall be subject to all applicable federal and state taxes, which shall be deducted prior to payment, and which shall be evidenced by a W-2 statement issued by Glendale to each Assigned Officer.

b. Each officer's home agency (primary employer) shall provide the workers' compensation coverage in such amounts and under the same terms and conditions as other sworn, full-time employees for all Assigned Officers.

c. Except for liability coverage, Assigned Officers are not entitled to any other employee benefits or compensation from Glendale.

4.3 Glendale shall make available to the PPD information about the hours worked by Assigned Officers not later than seven days following each Event to enable PPD to properly monitor and regulate the hours worked by all of their Assigned Officers.

4.4 Each party affirms that it has complied with the provisions of A.R.S. § 23-1022 (E) with respect to activities addressed by the Agreement.

5. Indemnification

5.1 To the extent permitted by law, Glendale shall indemnify, defend, save and hold harmless Phoenix, its departments, agencies, boards, commissions, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") for, from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent acts or willful misconduct of the Assigned Officers.

5.2 Glendale's indemnity includes any Claim or amount due arising out of the failure of such Indemnitee to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree.

5.3 It is agreed that Glendale will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable and in consideration of the covenants and promises set forth in this Agreement, Glendale agrees to waive all rights of subrogation against Phoenix, its officers, officials, agents and employees for losses arising from the work performed by Phoenix's Assigned Officers under this Agreement.

6. Media Releases and Relations

6.1 Any release of information to the media, other than a public records release, regarding an Event or any activities under this Agreement will be coordinated by Glendale in cooperation with Phoenix but, except as provided below, no unilateral media releases will be distributed by Phoenix without the prior approval of Glendale.

6.2 A copy of all public record and media releases regarding an Event or any activities under this Agreement shall be forwarded to Glendale prior to release; provided however, if an incident is primarily focused upon or concerned with the actions of PPD's Assigned Officer, PPD will be responsible for the release of information to the media relative to the incident.

6.3 The parties will not reveal any investigative information or operational procedures except as required by law.

7. Arizona POST certification

7.1 Relative to its Assigned Officers, Phoenix agrees that it will be responsible to the Arizona Peace Officer's Standards and Training Board ("POST") for complying with all requirements mandated by Arizona Administrative Code Regulation R13-4-101 *et seq.*; including but not limited to, Phoenix's responsibilities to POST for the hiring, fitness for duty, record-keeping, training, and testing requirements imposed upon law enforcement agencies employing police officers in Arizona.

7.2 Glendale and Phoenix agree to cooperate to ensure any issues that arise relative to POST certification are resolved in a reasonable and efficient manner.

8. Execution, Duration and Renewal

8.1 This Agreement will be effective immediately upon the approval of both parties' governing bodies and shall remain in full force and effect until June 30, 2018.

8.2 This Agreement may be executed in counterparts.

8.3 This Agreement may be renewed for successive additional three (3) year periods upon mutual consent of the parties.

9. General Provisions

9.1 Entire Agreement. This Agreement embodies the entire understanding of the parties and supersedes any other agreement or understanding between the parties relating to the subject matter of this Agreement.

9.2 Severability. The provisions of this Agreement are severable to the extent that any provision or application held to be invalid by a court of competent jurisdiction shall not affect any other provision or application of the Agreement which may remain in effect without the invalid provision or application.

9.3 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona.

9.4 Conflict of Interest. This Agreement may be canceled by any of the parties pursuant to the provisions of A.R.S. § 38-511.

9.5 Termination. Phoenix may, at any time, terminate this Agreement by giving Glendale not less than sixty (60) days prior written notice. Glendale may at any time terminate this Agreement by giving Phoenix not less than sixty (60) days prior written notice.

9.6 Dispute Resolution. In the event of any dispute regarding the terms or the interpretation of this Agreement the parties command staff will consult with each other in an effort to settle the dispute, in good faith. If the parties are unable to settle the dispute, either party may terminate this agreement.

9.7 Waiver. The waiver of any breach of this Agreement shall not be deemed to amend this Agreement and shall not constitute a waiver of any other subsequent breach.

9.8 Headings. Headings of this Agreement are for convenience only and shall not affect the interpretation of this Agreement.

9.9 Further Acts. Each party shall execute and deliver all such documents and perform all such acts as reasonably necessary, from time to time, to carry out the matters contemplated by this Agreement.

10. E-Verify

10.1 The parties acknowledge that immigration laws require them to register and participate with the E-Verify program (employment verification program administered by the United States Department of Homeland Security and the Social Security Administration or any successor program) as they both employ one or more employees in this state.

10.2 The parties warrant that they have registered with and participate with E-Verify.

10.3 If either party later determines that the other non-compliant party has not complied with E-Verify, it will notify the non-compliant party by certified mail of the determination and of the right to appeal the determination. **The parties retain the legal right to inspect the papers of any employee who works pursuant to this agreement or any related subcontract to ensure compliance with the warranty given above.** Either party may conduct a random verification of the employment records of the other party to ensure compliance with this warranty.

10.4 Failure to comply shall be deemed a material breach of the Agreement that is subject to penalties up to and including termination of the Agreement.

11. Non- Discrimination

The parties must not discriminate against any employee or applicant for employment on the basis race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability.

[*signatures appear on the following pages*]

CITY OF GLENDALE

_____

City Manager

ATTEST:

_____

Pamela Hanna, City Clerk (SEAL)

CERTIFICATION BY LEGAL COUNSEL

The foregoing Intergovernmental Agreement between City of Glendale and the City of _____ is in proper form and is within the powers and authority of the City of Glendale granted under the laws of the State of Arizona.

APPROVED AS TO FORM AND AUTHORITY:

_____

Michael Bailey, City Attorney

CITY OF PHOENIX

BY: Joseph G. Yahner

NAME: for Hyatt

TITLE: Police Chief

DATE: 4-23-15

ATTEST:

C Meyer

PHOENIX CITY CLERK

CERTIFICATION BY LEGAL COUNSEL

The foregoing Intergovernmental Agreement between City of Glendale and the City of Phoenix is in proper form and is within the powers and authority of the City of Phoenix granted under the laws of the State of Arizona.

APPROVED AS TO FORM AND AUTHORITY:

ACTING

PHOENIX CITY ATTORNEY

CITY CLERK DEPT.
2015 APR 29 AM 9:34

File #: 15-432, **Version:** 1

AUTHORIZATION TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF SURPRISE TO PROVIDE LAW ENFORCEMENT AND SECURITY SERVICES FOR THE UNIVERSITY OF PHOENIX STADIUM
Staff Contact: Debora Black, Police Chief

Purpose and Recommended Action

This is a request for City Council to waive reading beyond the title and adopt a resolution authorizing the Acting City Manager to enter into an intergovernmental agreement (IGA) with the City of Surprise to allow Surprise Police Department (SPD) officers to participate in law enforcement and security services at the University of Phoenix Stadium (Stadium).

Background

Global Spectrum, L.P., the managing agency for the Stadium on behalf of the Arizona Sports and Tourism Authority, has a need for qualified personnel to provide law enforcement and security services at the Stadium. The City of Glendale has had an agreement in place with Global Spectrum, L.P. since 2006 to provide these services, with a new agreement recently authorized by Council and in effect until July 1, 2016.

In 2006, the Glendale Police Department (GPD) established the West Valley Coalition and the City of Glendale entered into IGAs with other west valley cities for their police officers to assist with providing law enforcement and security services during large events at the Stadium. In 2007, officers from east valley cities became involved in the coalition; and in 2009 the law enforcement group providing services at the Stadium became known as the Valley-wide Coalition.

During the last eight years, IGAs with three-year terms have been in place with up to sixteen (16) cities for their police officers to participate in the Coalition, resulting in positive partnerships and joint cooperation for law enforcement and security services needed at the Stadium. The most recent agreements with participating cities, entered into on May 8, 2012, have come to the end of the term. The need exists to enter into new agreements with the interested cities/agencies to allow their law enforcement officers to continue participation in the Valley-wide Coalition.

Analysis

If approved, this IGA with the City of Surprise will be effective immediately and will allow SPD officers to take part in the Valley-wide Coalition. The agreement will remain in effect until June 30, 2018. This agreement may be renewed for successive additional three (3) year periods upon mutual consent of the parties.

Staff is recommending Council adopt the proposed resolution, which authorizes the City Manager to enter into an IGA with the City of Surprise to allow SPD officers to participate in law enforcement and security

services at the Stadium.

Previous Related Council Action

On April 8, 2014, Council authorized the City Manager to enter into an agreement with Global Spectrum, L.P. for police services at the Stadium.

On May 8, 2012, Council authorized the City Manager to enter into IGAs with sixteen cities allowing each city's law enforcement agency to participate in the Valley-wide Coalition for public safety services and security for events at the Stadium.

Community Benefit/Public Involvement

This IGA creates another partnership where police officers from different agencies are able to work together to ensure the citizens and visitors to Glendale experience a safe environment while attending events at the Stadium.

Budget and Financial Impacts

There is no cost to the city to enter into this IGA.

RESOLUTION NO. 4982 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF AN INTERGOVERNMENTAL AGREEMENT WITH CITY OF SURPRISE FOR LAW ENFORCEMENT AND SECURITY SERVICES FOR EVENTS AT THE UNIVERSITY OF PHOENIX STADIUM ON BEHALF OF THE GLENDALE POLICE DEPARTMENT.

WHEREAS, the City of Surprise and the City of Glendale wish to enter into an intergovernmental agreement to assist with law enforcement and security services during events at the University of Phoenix Stadium.

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

SECTION 1. That it is deemed in the best interest of the City of Glendale and the citizens thereof that the intergovernmental agreement between the City of Glendale and the City of Surprise for law enforcement and security services for events at the University of Phoenix Stadium be entered into, which agreement is now on file in the office of the City Clerk of the City of Glendale.

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

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this _____ day of _____, 2015.

_____
M A Y O R

ATTEST:

_____
City Clerk (SEAL)

APPROVED AS TO FORM:

_____
City Attorney

REVIEWED BY:

_____
Acting City Manager

INTERGOVERNMENTAL AGREEMENT
BETWEEN
CITY OF GLENDALE AND CITY OF SURPRISE

THIS INTERGOVERNMENTAL AGREEMENT (this "Agreement") is entered into pursuant to Arizona Revised Statutes ("A.R.S.") § 11-952 by the City of Glendale ("Glendale") and the City of Surprise ("Surprise"), collectively known herein as the "parties".

RECITALS

A. The University of Phoenix Stadium in Glendale (the "Stadium") is located within Glendale's corporate limits and Glendale has jurisdictional authority over and public safety interests in the operation of the Stadium; and

B. Global Spectrum Enterprises, L.L.C., an Arizona limited liability company ("Global Spectrum") is managing the Stadium on behalf of the Arizona Sports and Tourism Authority; and

C. Global Spectrum has the need for qualified personnel to provide law enforcement security services at the Stadium; and

D. The parties desire to participate in providing law enforcement security services to Global Spectrum for the Stadium by making available Surprise Police Department ("SPD") and Glendale Police Department ("GPD") officers in accordance with the terms set forth herein.

E. The parties desire to enter into this Agreement to cooperatively provide the necessary law enforcement and security services while acknowledging Glendale's primary responsibility for law enforcement at the Stadium.

AGREEMENT

Therefore, in consideration of the foregoing recitals, the covenants, promises, terms and conditions set forth herein, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereby agree as follows:

1. **Purpose and Intent.** The purpose of this Agreement is to provide the means through which the parties intend to provide professional law enforcement and security services to Global Spectrum by maximizing cooperation, by integrating the SPD and GPD assets, and by addressing issues including, command, control, personnel, planning, and training.

2. **Supervision and Staffing.**

   2.1 Surprise acknowledges that command and control for all events worked for Global Spectrum pursuant to this Agreement (individually "Event" and collectively "Events") shall be the duty and responsibility of GPD.

   2.2 In carrying out this responsibility, GPD will in good faith assign officers to work Events in accordance with the procedures adopted in consultation with the Chiefs of Police for all of the member agencies providing officers to Events.

   2.3 Surprise agrees and understands that entities other than Glendale and the GPD have input into the decisions regarding whether, and to what extent, law enforcement will provide

service for Events; however, Glendale will provide information regarding staffing decisions to Surprise as soon as it becomes available.

3. Assigned Personnel

3.1 Surprise shall have the discretion to determine which and how many of its officers will be allowed to apply for assignments at Events and how many officers will be assigned to the Events (hereinafter referred to as "Assigned Officers").

a. All Assigned Officers will be required to enter into temporary employment contracts with Glendale.

b. The contract will outline the mutual responsibilities of the Assigned Officer and Glendale and will specify that the Assigned Officers are "at will" temporary employees of Glendale and that either party can terminate the contract, with or without cause at any time and without notice.

c. If possible, Glendale will consult with Surprise prior to terminating any Assigned Officer.

3.2 While working an Event, the Assigned Officers must wear uniforms approved by SPD, and the Assigned Officers may carry other equipment authorized by SPD.

3.3 When working an Event, GPD will make available to Assigned Officers forms and other supplies that are necessary to work the Event.

3.4 Upon termination of this Agreement and conclusion of any assignments, all personal property, assets, equipment, and supplies used by the parties and Assigned Officers in performance of their responsibilities shall remain with or be returned to the owner of such property.

3.5 Any inconsistency between GPD and SPD rules or regulations and all operational disputes will immediately be brought to the attention of the Glendale Police Chief and will be fully and finally addressed and resolved by the Glendale Police Chief in accordance with his or her determination of the best practices under the circumstances. The Glendale Police Chief may delegate this responsibility to a specific command officer.

4. Compensation, Insurance and Reporting

4.1 The parties agree that during Events the Assigned Officers shall be temporary employees of Glendale for compensation purposes and not independent contractors; provided however, that each such Assigned Officer will at all times also be deemed an employee of SPD and nothing in this Agreement is intended to contradict or otherwise modify the provisions of A.R.S. § 23-1022 (D).

4.2 Each Assigned Officer who works an Event will be paid the negotiated hourly rate, less the $5.00 per hour administrative fee that is paid by Global Spectrum directly to Glendale and applied to the cost of providing liability coverage as set forth below.

a. Assigned Officers' compensation shall be subject to all applicable federal and state taxes, which shall be deducted prior to payment, and which shall be evidenced by a W-2 statement issued by Glendale to each Assigned Officer.

b. Each officer's home agency (primary employer) shall provide the workers' compensation coverage in such amounts and under the same terms and conditions as other sworn, full-time employees for all Assigned Officers.

c. Except for liability coverage, Assigned Officers are not entitled to any other employee benefits or compensation from Glendale.

4.3 Glendale shall make available to the SPD information about the hours worked by Assigned Officers not later than seven days following each Event to enable SPD to properly monitor and regulate the hours worked by all of their Assigned Officers.

4.4 Each party affirms that it has complied with the provisions of A.R.S. § 23-1022 (E) with respect to activities addressed by the Agreement.

5. Indemnification

5.1 To the extent permitted by law, Glendale shall indemnify, defend, save and hold harmless Surprise, its departments, agencies, boards, commissions, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") for, from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent acts or willful misconduct of the Assigned Officers.

5.2 Glendale's indemnity includes any Claim or amount due arising out of the failure of such Indemnitee to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree.

5.3 It is agreed that Glendale will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable and in consideration of the covenants and promises set forth in this Agreement, Glendale agrees to waive all rights of subrogation against Surprise, its officers, officials, agents and employees for losses arising from the work performed by Surprise's Assigned Officers under this Agreement.

6. Media Releases and Relations

6.1 Any release of information to the media, other than a public records release, regarding an Event or any activities under this Agreement will be coordinated by Glendale in cooperation with Surprise but, except as provided below, no unilateral media releases will be distributed by Surprise without the prior approval of Glendale.

6.2 A copy of all public record and media releases regarding an Event or any activities under this Agreement shall be forwarded to Glendale prior to release; provided however, if an incident is primarily focused upon or concerned with the actions of SPD's Assigned Officer, SPD will be responsible for the release of information to the media relative to the incident.

6.3 The parties will not reveal any investigative information or operational procedures except as required by law.

7. Arizona POST certification

7.1 Relative to its Assigned Officers, Surprise agrees that it will be responsible to the Arizona Peace Officer's Standards and Training Board ("POST") for complying with all requirements mandated by Arizona Administrative Code Regulation R13-4-101 *et seq.*; including but not limited to, Surprise's responsibilities to POST for the hiring, fitness for duty, record-keeping, training, and testing requirements imposed upon law enforcement agencies employing police officers in Arizona.

7.2 Glendale and Surprise agree to cooperate to ensure any issues that arise relative to POST certification are resolved in a reasonable and efficient manner.

8. Execution, Duration and Renewal

8.1 This Agreement will be effective immediately upon the approval of both parties' governing bodies and shall remain in full force and effect until June 30, 2018.

8.2 This Agreement may be executed in counterparts.

8.3 This Agreement may be renewed for successive additional three (3) year periods upon mutual consent of the parties.

9. General Provisions

9.1 Entire Agreement. This Agreement embodies the entire understanding of the parties and supersedes any other agreement or understanding between the parties relating to the subject matter of this Agreement.

9.2 Severability. The provisions of this Agreement are severable to the extent that any provision or application held to be invalid by a court of competent jurisdiction shall not affect any other provision or application of the Agreement which may remain in effect without the invalid provision or application.

9.3 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona.

9.4 Conflict of Interest. This Agreement may be canceled by any of the parties pursuant to the provisions of A.R.S. § 38-511.

9.5 Termination. Surprise may, at any time, terminate this Agreement by giving Glendale not less than sixty (60) days prior written notice. Glendale may at any time terminate this Agreement by giving Surprise not less than sixty (60) days prior written notice.

9.6 Dispute Resolution. In the event of any dispute regarding the terms or the interpretation of this Agreement the parties command staff will consult with each other in an effort to settle the dispute, in good faith. If the parties are unable to settle the dispute, either party may terminate this agreement.

9.7 Waiver. The waiver of any breach of this Agreement shall not be deemed to amend this Agreement and shall not constitute a waiver of any other subsequent breach.

9.8 Headings. Headings of this Agreement are for convenience only and shall not affect the interpretation of this Agreement.

9.9 Further Acts. Each party shall execute and deliver all such documents and perform all such acts as reasonably necessary, from time to time, to carry out the matters contemplated by this Agreement.

10. E-Verify

10.1 The parties acknowledge that immigration laws require them to register and participate with the E-Verify program (employment verification program administered by the United States Department of Homeland Security and the Social Security Administration or any successor program) as they both employ one or more employees in this state.

10.2 The parties warrant that they have registered with and participate with E-Verify.

10.3 If either party later determines that the other non-compliant party has not complied with E-Verify, it will notify the non-compliant party by certified mail of the determination and of the right to appeal the determination. **The parties retain the legal right to inspect the papers of any employee who works pursuant to this agreement or any related subcontract to ensure compliance with the warranty given above.** Either party may conduct a random verification of the employment records of the other party to ensure compliance with this warranty.

10.4 Failure to comply shall be deemed a material breach of the Agreement that is subject to penalties up to and including termination of the Agreement.

11. Non- Discrimination

The parties must not discriminate against any employee or applicant for employment on the basis race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability.

[*signatures appear on the following pages*]

CITY OF GLENDALE

_____

City Manager

ATTEST:

_____

Pamela Hanna, City Clerk (SEAL)

CERTIFICATION BY LEGAL COUNSEL

The foregoing Intergovernmental Agreement between City of Glendale and the City of _____ is in proper form and is within the powers and authority of the City of Glendale granted under the laws of the State of Arizona.

APPROVED AS TO FORM AND AUTHORITY:

_____

Michael Bailey, City Attorney

CITY OF SURPRISE

BY: _____

NAME: Bob Wingenroth

TITLE: City Manager

DATE: 6/1/2015

ATTEST:

_____

SURPRISE CITY CLERK

CERTIFICATION BY LEGAL COUNSEL

The foregoing Intergovernmental Agreement between City of Glendale and the City of Surprise is in proper form and is within the powers and authority of the City of Surprise granted under the laws of the State of Arizona.

APPROVED AS TO FORM AND AUTHORITY:

_____

SURPRISE CITY ATTORNEY

File #: 15-433, **Version:** 1

AUTHORIZATION TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE ARIZONA DEPARTMENT OF PUBLIC SAFETY TO PROVIDE LAW ENFORCEMENT AND SECURITY SERVICES FOR THE UNIVERSITY OF PHOENIX STADIUM

Staff Contact: Debora Black, Police Chief

Purpose and Recommended Action

This is a request for City Council to waive reading beyond the title and adopt a resolution authorizing the Acting City Manager to enter into an intergovernmental agreement (IGA) with the Arizona Department of Public Safety (DPS) to allow DPS officers to participate in law enforcement and security services at the University of Phoenix Stadium (Stadium).

Background

Global Spectrum, L.P., the managing agency for the Stadium on behalf of the Arizona Sports and Tourism Authority, has a need for qualified personnel to provide law enforcement and security services at the Stadium. The City of Glendale has had an agreement in place with Global Spectrum, L.P. since 2006 to provide these services, with a new agreement recently authorized by Council and in effect until July 1, 2016.

In 2006, the Glendale Police Department (GPD) established the West Valley Coalition and the City of Glendale entered into IGAs with other west valley cities for their police officers to assist with providing law enforcement and security services during large events at the Stadium. In 2007, officers from east valley cities became involved in the coalition; and in 2009 the law enforcement group providing services at the Stadium became known as the Valley-wide Coalition.

During the last eight years, IGAs with three-year terms have been in place with up to sixteen (16) cities for their police officers to participate in the Coalition, resulting in positive partnerships and joint cooperation for law enforcement and security services needed at the Stadium. The most recent agreements with participating cities, entered into on May 8, 2012, have come to the end of the term. The need exists to enter into new agreements with the interested cities/agencies to allow their law enforcement officers to continue participation in the Valley-wide Coalition.

Analysis

If approved, this IGA with Arizona DPS will be effective immediately and will allow DPS officers to take part in the Valley-wide Coalition. The agreement will remain in effect until June 30, 2018. This agreement may be renewed for successive additional three (3) year periods upon mutual consent of the parties.

Staff is recommending Council adopt the proposed resolution, which authorizes the City Manager to enter

into an IGA with Arizona DPS to allow DPS officers to participate in law enforcement and security services at the Stadium.

Previous Related Council Action

On April 8, 2014, Council authorized the City Manager to enter into an agreement with Global Spectrum, L.P. for police services at the Stadium.

On May 8, 2012, Council authorized the City Manager to enter into IGAs with sixteen cities allowing each city's law enforcement agency to participate in the Valley-wide Coalition for public safety services and security for events at the Stadium.

Community Benefit/Public Involvement

This IGA creates another partnership where police officers from different agencies are able to work together to ensure the citizens and visitors to Glendale experience a safe environment while attending events at the Stadium.

Budget and Financial Impacts

There is no cost to the city to enter into this IGA.

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RESOLUTION NO. 4983 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF AN INTERGOVERNMENTAL AGREEMENT WITH THE ARIZONA DEPARTMENT OF PUBLIC SAFETY FOR LAW ENFORCEMENT AND SECURITY SERVICES OF EVENTS AT THE UNIVERSITY OF PHOENIX STADIUM ON BEHALF OF THE GLENDALE POLICE DEPARTMENT.

WHEREAS, the Arizona Department of Public Safety and the City of Glendale wish to enter into an intergovernmental agreement to assist with law enforcement and security services during events at the University of Phoenix Stadium.

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

SECTION 1. That it is deemed in the best interest of the City of Glendale and the citizens thereof that the intergovernmental agreement between the City of Glendale and the Arizona Department of Public Safety for law enforcement and security services for events at the University of Phoenix Stadium be entered into, which agreement is now on file in the office of the City Clerk of the City of Glendale.

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

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this _____ day of _____, 2015.

_____
M A Y O R

ATTEST:

_____
City Clerk (SEAL)

APPROVED AS TO FORM:

_____
City Attorney

REVIEWED BY:

_____
Acting City Manager

2015-048
DPS CONTRACT NO.

INTERGOVERNMENTAL AGREEMENT
BETWEEN ARIZONA DEPARTMENT OF PUBLIC SAFETY AND
THE CITY OF GLENDALE

This is an Intergovernmental Agreement (IGA) between the City of Glendale, an Arizona municipal corporation, acting through the Glendale Police Department (hereinafter GPD) and Arizona Department of Public Safety (hereinafter DPS).

Recitals

A. DPS desires to participate with GPD in providing law enforcement security services to Global Spectrum for the Arizona Sports and Tourism Authority Stadium (AZSTAS); and

B. Global Spectrum is managing the AZSTAS on behalf of the Arizona Sports and Tourism Authority, and

C. The Stadium is located within the City of Glendale (Glendale) and GPD thus has jurisdictional and other public safety nexus to the Stadium, and

D. DPS and GPD desire to enter into this Agreement to provide the necessary law enforcement and security services utilizing a unified command model outlined in National Incident Management System (N.I.M.S.).

Agreement

1. Purpose. Through this agreement, the involved agencies intend to provide high quality law enforcement and security services to Global Spectrum by maximizing cooperation, integrating the agency assets and by addressing issues including, command, control, personnel, planning and training. A separate document will cover operating details including, but not limited to, assignments, communications, etc.

2. Supervision and Staffing.

2.1 Agencies acknowledge that the decision maker will be the Chief of Police for the City of Glendale; provided however, the day-to-day operational decisions will utilize the unified command model outlined in N.I.M.S.

2.2 GPD will in good faith assign officers to work available events.

2.3 DPS will have responsibility for providing a minimum of 50% of Assigned Officers at all NFL and NCAA Football games and forty percent 40% at all other staffed events.

2.4 DPS understands that the staffing levels, in general, and the decision whether an event is staffed are determined by entities other than GPD or the City of Glendale and are not controlled by either; however, GPD will provide information about these matters to DPS as soon as it becomes available.

3. Assigned Personnel

3.1 DPS has the discretion to determine which, and how many, of its officers and other personnel DPS will allow to apply for assignments (hereinafter referred to as "Assigned Officers").

3.2 DPS Officers who wish to be assigned to stadium duty (hereinafter "Assigned Officers") may do so only with the specific authorization of DPS.

3.3 Assigned Officers will be required to enter into a temporary employment contract with the City of Glendale that will outline the mutual responsibilities of the Assigned Officer and Glendale. GPD, after consultation with DPS, will select officers to work.

a. While working an assignment, the Assigned Officer will wear the uniform and appropriate equipment authorized by DPS.

b. Not all personnel assigned by DPS to work pursuant to this Agreement will be AZPOST certified officers and, relative to those personnel, Paragraph 9 does not apply.

4. Compensation

4.1 Each Assigned Officer who works an event will be paid the negotiated hourly rate less the $5.00 per hour Administrative Fee, which is defined in Paragraph 5.

4.2 Glendale will withhold federal and state taxes and provide W-2 forms to each Assigned Office, as the Assigned Officers are employees of Glendale for compensation purposes, not independent contractors.

4.3 Glendale will provide the liability coverage specified in Paragraph 6. Assigned Officers will not be entitled to any other employee benefits or compensation from the City of Glendale.

4.4 Glendale will make available to DPS information about the hours worked by Assigned Officers so that DPS can monitor the hours worked by all of their Assigned Officers.

4.5 If it is determined that a DPS owned vehicle is required for services understood to be a part of Section 1 Purpose, of this IGA, DPS will be reimbursed at the rate of 44.5 cents per mile and/or $9.97 per hour of use. DPS will maintain insurance coverage on any vehicles used in fulfillment of the terms of this agreement and assume all liability that may arise as a result of the use of said vehicles.

5. Liability and Workers Compensation Coverage

5.1 In addition to the hourly pay for each Assigned Officer, the City of Glendale will collect a fee from Global Spectrum in an amount equal to $5.00 per man hour (the "Administrative Fee").

5.2 The revenue generated by the Administrative Fee will defray the cost of providing the Assigned Officers with the following benefits:

a. Liability protection at the same level afforded to permanent Glendale police officers.

6. Indemnification Clause

6.1 Glendale will indemnify, defend, save, and hold harmless the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), unpaid wages, or loss or damage to tangible or intangible property caused, or

alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Glendale or any of its temporary employees, officers, directors, agents, employees or subcontractors other than DPS officers and employees.

6.2 This indemnity includes any claim or amount due arising out of the failure of Glendale or any of its officers to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree.

6.3 It is agreed that Glendale will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable and Glendale agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents and employees for losses arising from the work performed by DPS Assigned Officers under this contract.

7. Insurance. City of Glendale is a public entity and, as such, will provide DPS and the State of Arizona with a Certificate of Self-insurance.

8. Media Releases and Relations

8.1 Any release of information to the media, other than a public records release, regarding this agreement or any of its activities will be coordinated between GPD and DPS.

8.2 No unilateral media releases about activities in conjunction with AZSTAS events will be distributed by DPS or GPD without coordination between these two agencies.

8.3 A copy of all media releases regarding DPS or GPD or any of their activities in conjunction with AZSTAS events shall be provided to the other party prior to public release.

8.4 If an incident is primarily focused upon or concerned with the actions of a DPS Assigned Officer, DPS will be responsible for the release of information to the media relative to the incident.

9. Arizona POST certification

9.1 Relative to its Assigned Officers, DPS agrees that it will be responsible to the Arizona Police Officer's Standards and Training (P.O.S.T.) Board for complying with all requirements mandated by Arizona Administrative Code Regulation R13-4-101 *et seq.* By way of example only, and not by way of limitation, this means DPS, relative to its Assigned Officers, agrees to be responsible to Arizona P.O.S.T. for the hiring, fitness for duty, record-keeping, training and testing requirements imposed upon law enforcement agencies employing police officers in Arizona.

9.2 DPS and GPD agree to cooperate to assure any issues that arise relative to Arizona P.O.S.T. certification are resolved in a reasonable and efficient manner.

10. Execution, Duration and Renewal

10.1 This Agreement will be effective as to each Agency immediately upon the approval by the governing boards of the parties and execution by Glendale and DPS.

10.2 This Agreement will remain in effect until June 30, 2018.

10.3 This Agreement may be renewed for three additional one year periods upon mutual agreement of the parties.

10.4 This Agreement may be executed in counterpart.

11. Termination. Either party may at any time terminate this Agreement by giving the other party not less than 60 days prior written notice.

12. General Provisions

12.1 Integration and Severability

a. This Agreement embodies the entire understanding of the parties (the "parties" are Glendale and DPS) and supersedes any other agreement or understanding between the parties relating to the subject matter.

b. The parties agree that should any part of this Agreement be held to be invalid or void, the remainder of the Agreement shall remain in full force and effect and shall be binding upon the parties.

12.2 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona.

12.3 Conflict of Interest. This Agreement is subject to the provisions of A.R.S. § 38-511.

12.4 Dispute Resolution. In the event of any dispute, claim, question, or disagreement arising from the temporary employment contracts or the breach thereof, the Chief of Police of Glendale has the final authority to decide the dispute, claim, question or disagreement.

13. E-Verify

13.1 Both Parties acknowledge that immigration laws require them to register and participate with the E-Verify program (employment verification program administered by the United States Department of Homeland Security and the Social Security Administration or any successor program) as they both employ one or more employees in this state.

13.2 Both Parties warrant that they have registered with and participate with E-Verify.

13.3 If either Party later determines that the other non-compliant Party has not complied with E-Verify, it will notify the non-compliant Party by certified mail of the determination and of the right to appeal the determination.

13.4 Failure to comply shall be deemed a material breach of the agreement that is subject to penalties up to and including termination of the agreement.

14. Non- Discrimination

The parties must not discriminate against any employee or applicant for employment on the basis race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability.

SIGNATURES APPEAR ON NEXT PAGE

ARIZONA DEPARTMENT OF PUBLIC SAFETY

DIRECTOR

5/27/15
DATE

APPROVED AS TO FORM:

5/21/15

DPS Legal Advisor

CITY OF GLENDALE, an Arizona
Municipal Corporation

Richard A. Bowers, Acting City Manager DATE

ATTEST:

Pamela Hanna, City Clerk (SEAL)

APPROVED AS TO FORM:

Michael D. Bailey, City Attorney

File #: 15-437, **Version:** 1

AUTHORIZATION TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE ARIZONA BOARD OF REGENTS FOR AND ON BEHALF OF ARIZONA STATE UNIVERSITY TO PROVIDE LAW ENFORCEMENT AND SECURITY SERVICES FOR THE UNIVERSITY OF PHOENIX STADIUM

Staff Contact: Debora Black, Police Chief

Purpose and Recommended Action

This is a request for City Council to waive reading beyond the title and adopt a resolution authorizing the Acting City Manager to enter into an intergovernmental agreement (IGA) with the Arizona Board of Regents for and on behalf of Arizona State University (ASU) to allow ASU Police Department officers to participate in law enforcement and security services at the University of Phoenix Stadium (Stadium).

Background

Global Spectrum, L.P., the managing agency for the Stadium on behalf of the Arizona Sports and Tourism Authority, has a need for qualified personnel to provide law enforcement and security services at the Stadium. The City of Glendale has had an agreement in place with Global Spectrum, L.P. since 2006 to provide these services, with a new agreement recently authorized by Council and in effect until July 1, 2016.

In 2006, the Glendale Police Department (GPD) established the West Valley Coalition and the City of Glendale entered into IGAs with other west valley cities for their police officers to assist with providing law enforcement and security services during large events at the Stadium. In 2007, officers from east valley cities became involved in the coalition; and in 2009 the law enforcement group providing services at the Stadium became known as the Valley-wide Coalition.

During the last eight years, IGAs with three-year terms have been in place with up to sixteen (16) cities for their police officers to participate in the Coalition, resulting in positive partnerships and joint cooperation for law enforcement and security services needed at the Stadium. The most recent agreements with participating cities, entered into on May 8, 2012, have come to the end of the term. The need exists to enter into new agreements with the interested cities/agencies to allow their law enforcement officers to continue participation in the Valley-wide Coalition.

Analysis

If approved, this IGA with the Arizona Board of Regents for and on behalf of ASU will be effective immediately and will allow ASU Police Department officers to take part in the Valley-wide Coalition. The agreement will remain in effect until June 30, 2018. This agreement may be renewed for successive additional three (3) year periods upon mutual consent of the parties.

Staff is recommending Council adopt the proposed resolution, which authorizes the City Manager to enter into an IGA with the Arizona Board of Regents for and on behalf of ASU to allow ASU Police Department officers to participate in law enforcement and security services at the Stadium.

Previous Related Council Action

On April 8, 2014, Council authorized the City Manager to enter into an agreement with Global Spectrum, L.P. for police services at the Stadium.

On May 8, 2012, Council authorized the City Manager to enter into IGAs with sixteen cities allowing each city's law enforcement agency to participate in the Valley-wide Coalition for public safety services and security for events at the Stadium.

Community Benefit/Public Involvement

This IGA creates another partnership where police officers from different agencies are able to work together to ensure the citizens and visitors to Glendale experience a safe environment while attending events at the Stadium.

Budget and Financial Impacts

There is no cost to the city to enter into this IGA.

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RESOLUTION NO. 4984 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF AN INTERGOVERNMENTAL AGREEMENT WITH THE ARIZONA BOARD OF REGENTS FOR AND ON BEHALF OF ARIZONA STATE UNIVERSITY FOR LAW ENFORCEMENT AND SECURITY SERVICES FOR EVENTS AT THE UNIVERSITY OF PHOENIX STADIUM ON BEHALF OF THE GLENDALE POLICE DEPARTMENT.

WHEREAS, the Arizona Board of Regents for and on behalf of Arizona State University and the City of Glendale wish to enter into an intergovernmental agreement to assist with law enforcement and security services during events at the University of Phoenix Stadium.

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

SECTION 1. That it is deemed in the best interest of the City of Glendale and the citizens thereof that the intergovernmental agreement between the City of Glendale and the Arizona Board of Regents for and on behalf of Arizona State University for law enforcement and security services for events at the University of Phoenix Stadium be entered into, which agreement is now on file in the office of the City Clerk of the City of Glendale.

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

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this _____ day of _____, 2015.

_____
M A Y O R

ATTEST:

_____
City Clerk (SEAL)

APPROVED AS TO FORM:

_____
City Attorney

REVIEWED BY:

_____
Acting City Manager

iga_pd_asu.doc

INTERGOVERNMENTAL AGREEMENT
BETWEEN
CITY OF GLENDALE AND THE ARIZONA BOARD OF REGENTS
FOR AND ON BEHALF OF ARIZONA STATE UNIVERSITY

THIS INTERGOVERNMENTAL AGREEMENT (this "Agreement") is entered into pursuant to Arizona Revised Statutes ("A.R.S.") § 11-952 by the City of Glendale ("Glendale") and the Arizona Board of Regents for and on behalf of Arizona State University ("ASU"), collectively known herein as the "parties".

RECITALS

A. The University of Phoenix Stadium in Glendale (the "Stadium") is located within Glendale's corporate limits and Glendale has jurisdictional authority over and public safety interests in the operation of the Stadium; and

B. Global Spectrum Enterprises, L.L.C., an Arizona limited liability company ("Global Spectrum") is managing the Stadium on behalf of the Arizona Sports and Tourism Authority; and

C. Global Spectrum has the need for qualified personnel to provide law enforcement security services at the Stadium; and

D. The parties desire to participate in providing law enforcement security services to Global Spectrum for the Stadium by making available ASU Police Department ("ASU PD") and Glendale Police Department ("GPD") officers in accordance with the terms set forth herein.

E. The parties desire to enter into this Agreement to cooperatively provide the necessary law enforcement and security services while acknowledging Glendale's primary responsibility for law enforcement at the Stadium.

AGREEMENT

Therefore, in consideration of the foregoing recitals, the covenants, promises, terms and conditions set forth herein, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereby agree as follows:

1. Purpose and Intent. The purpose of this Agreement is to provide the means through which the parties intend to provide professional law enforcement and security services to Global Spectrum by maximizing cooperation, by integrating the ASU PD and GPD assets, and by addressing issues including, command, control, personnel, planning, and training.

2. Supervision and Staffing.

2.1 ASU acknowledges that command and control for all events worked for Global Spectrum pursuant to this Agreement (individually "Event" and collectively "Events") shall be the duty and responsibility of GPD.

2.2 In carrying out this responsibility, GPD will in good faith assign officers to work Events in accordance with the procedures adopted in consultation with the Chiefs of Police for all of the member agencies providing officers to Events.

2.3 ASU agrees and understands that entities other than Glendale and the GPD have input into the decisions regarding whether, and to what extent, law enforcement will provide service for Events; however, Glendale will provide information regarding staffing decisions to ASU as soon as it becomes available.

3. Assigned Personnel

3.1 ASU shall have the discretion to determine which and how many of its officers will be allowed to apply for assignments at Events and how many officers will be assigned to the Events (hereinafter referred to as "Assigned Officers").

a. All Assigned Officers will be required to enter into temporary employment contracts with Glendale.

b. The contract will outline the mutual responsibilities of the Assigned Officer and Glendale and will specify that the Assigned Officers are "at will" temporary employees of Glendale and that either party can terminate the contract, with or without cause at any time and without notice.

c. If possible, Glendale will consult with ASU prior to terminating any Assigned Officer.

3.2 While working an Event, the Assigned Officers must wear uniforms approved by ASU PD, and the Assigned Officers may carry other equipment authorized by ASU PD.

3.3 When working an Event, GPD will make available to Assigned Officers forms and other supplies that are necessary to work the Event.

3.4 Upon termination of this Agreement and conclusion of any assignments, all personal property, assets, equipment, and supplies used by the parties and Assigned Officers in performance of their responsibilities shall remain with or be returned to the owner of such property.

3.5 Any inconsistency between GPD and ASU PD rules or regulations and all operational disputes will immediately be brought to the attention of the Glendale Police Chief and will be fully and finally addressed and resolved by the Glendale Police Chief in accordance with his or her determination of the best practices under the circumstances. The Glendale Police Chief may delegate this responsibility to a specific command officer.

4. Compensation, Insurance and Reporting

4.1 The parties agree that during Events the Assigned Officers shall be temporary employees of Glendale for compensation purposes and not independent contractors; provided however, that each such Assigned Officer will at all times also be deemed an employee of ASU PD and nothing in this Agreement is intended to contradict or otherwise modify the provisions of A.R.S. § 23-1022 (D).

4.2 Each Assigned Officer who works an Event will be paid the negotiated hourly rate, less the $5.00 per hour administrative fee that is paid by Global Spectrum directly to Glendale and applied to the cost of providing liability coverage as set forth below.

a. Assigned Officers' compensation shall be subject to all applicable federal and state taxes, which shall be deducted prior to payment, and which shall be evidenced by a W-2 statement issued by Glendale to each Assigned Officer.

b. Each officer's home agency (primary employer) shall provide the workers' compensation coverage in such amounts and under the same terms and conditions as other sworn, full-time employees for all Assigned Officers.

c. Except for liability coverage, Assigned Officers are not entitled to any other employee benefits or compensation from Glendale.

4.3 Glendale shall make available to the ASU PD information about the hours worked by Assigned Officers not later than seven days following each Event to enable ASU PD to properly monitor and regulate the hours worked by all of their Assigned Officers.

4.4 Each party affirms that it has complied with the provisions of A.R.S. § 23-1022 (E) with respect to activities addressed by the Agreement.

5. Indemnification

5.1 To the extent permitted by law, Glendale shall indemnify, defend, save and hold harmless ASU, its departments, agencies, boards, commissions, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") for, from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent acts or willful misconduct of the Assigned Officers.

5.2 Glendale's indemnity includes any Claim or amount due arising out of the failure of such Indemnitee to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree.

5.3 It is agreed that Glendale will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable and in consideration of the covenants and promises set forth in this Agreement, Glendale agrees to waive all rights of subrogation against ASU, its officers, officials, agents and employees for losses arising from the work performed by ASU's Assigned Officers under this Agreement.

6. Media Releases and Relations

6.1 Any release of information to the media, other than a public records release, regarding an Event or any activities under this Agreement will be coordinated by Glendale in cooperation with ASU but, except as provided below, no unilateral media releases will be distributed by ASU without the prior approval of Glendale.

6.2 A copy of all public record and media releases regarding an Event or any activities under this Agreement shall be forwarded to Glendale prior to release; provided however, if an incident is primarily focused upon or concerned with the actions of ASU PD's Assigned Officer, ASU PD will be responsible for the release of information to the media relative to the incident.

6.3 The parties will not reveal any investigative information or operational procedures except as required by law.

7. Arizona POST certification

7.1 Relative to its Assigned Officers, ASU agrees that it will be responsible to the Arizona Peace Officer's Standards and Training Board ("POST") for complying with all requirements mandated by Arizona Administrative Code Regulation R13-4-101 *et seq*.; including but not limited to, ASU's responsibilities to POST for the hiring, fitness for duty, record-keeping, training, and testing requirements imposed upon law enforcement agencies employing police officers in Arizona.

7.2 Glendale and ASU agree to cooperate to ensure any issues that arise relative to POST certification are resolved in a reasonable and efficient manner.

8. Execution, Duration and Renewal

8.1 This Agreement will be effective immediately upon the approval and execution by the parties and shall remain in full force and effect until June 30, 2018.

8.2 This Agreement may be executed in counterparts.

8.3 This Agreement may be renewed for successive additional three (3) year periods upon mutual consent of the parties.

9. General Provisions

9.1 Entire Agreement. This Agreement embodies the entire understanding of the parties and supersedes any other agreement or understanding between the parties relating to the subject matter of this Agreement.

9.2 Severability. The provisions of this Agreement are severable to the extent that any provision or application held to be invalid by a court of competent jurisdiction shall not affect any other provision or application of the Agreement which may remain in effect without the invalid provision or application.

9.3 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona.

9.4 Conflict of Interest. This Agreement may be canceled by any of the parties pursuant to the provisions of A.R.S. § 38-511.

9.5 Termination. ASU may, at any time, terminate this Agreement by giving Glendale not less than sixty (60) days prior written notice. Glendale may at any time terminate this Agreement by giving ASU not less than sixty (60) days prior written notice.

9.6 Dispute Resolution. In the event of any dispute regarding the terms or the interpretation of this Agreement the parties command staff will consult with each other in an effort to settle the dispute, in good faith. If the parties are unable to settle the dispute, either party may terminate this Agreement.

9.7 Waiver. The waiver of any breach of this Agreement shall not be deemed to amend this Agreement and shall not constitute a waiver of any other subsequent breach.

9.8 Headings. Headings of this Agreement are for convenience only and shall not affect the interpretation of this Agreement.

9.9 Further Acts. Each party shall execute and deliver all such documents and perform all such acts as reasonably necessary, from time to time, to carry out the matters contemplated by this Agreement.

10. E-Verify

10.1 The parties acknowledge that immigration laws require them to register and participate with the E-Verify program (employment verification program administered by the United States Department of Homeland Security and the Social Security Administration or any successor program) as they both employ one or more employees in this state.

10.2 The parties warrant that they have registered with and participate with E-Verify.

10.3 If either party later determines that the other party has not complied with E-Verify, it will notify the non-compliant party by certified mail of the determination and of the right to appeal the determination. **The parties retain the legal right to inspect the papers of any employee who works pursuant to this Agreement or any related subcontract to ensure compliance with the warranty given above.** Either party may conduct a random verification of the employment records of the other party to ensure compliance with this warranty.

10.4 Failure to comply shall be deemed a material breach of the Agreement that is subject to penalties up to and including termination of the Agreement.

11. Non- Discrimination

The parties must not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. The parties will comply with all applicable state and federal laws, rules, regulations, and executive orders governing equal employment opportunity, immigration, and nondiscrimination, including the Americans with Disabilities Act.

[*signatures appear on the following pages*]

CITY OF GLENDALE

_____

City Manager

ATTEST:

_____

Pamela Hanna, City Clerk (SEAL)

CERTIFICATION BY LEGAL COUNSEL

The foregoing Intergovernmental Agreement between City of Glendale and the Arizona Board of Regents for and on behalf of Arizona State University is in proper form and is within the powers and authority of the City of Glendale granted under the laws of the State of Arizona.

APPROVED AS TO FORM AND AUTHORITY:

_____

Michael Bailey, City Attorney

THE ARIZONA BOARD OF REGENTS
FOR AND ON BEHALF OF
ARIZONA STATE UNIVERSITY

BY: _____

NAME: Michael Thompson

TITLE: Chief of Police

DATE: May 28, 2015

CERTIFICATION BY LEGAL COUNSEL

The foregoing Intergovernmental Agreement between City of Glendale and the Arizona Board of Regents for and on behalf of Arizona State University is in proper form and is within the powers and authority of the Arizona Board of Regents granted under the laws of the State of Arizona.

APPROVED AS TO FORM AND AUTHORITY:

_____ 5.27.2015
Benjamin W. Larson, Associate General Counsel

File #: 15-438, **Version:** 1

AUTHORIZATION TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF AVONDALE TO PROVIDE LAW ENFORCEMENT AND SECURITY SERVICES FOR THE UNIVERSITY OF PHOENIX STADIUM
Staff Contact: Debora Black, Police Chief

Purpose and Recommended Action

This is a request for City Council to waive reading beyond the title and adopt a resolution authorizing the Acting City Manager to enter into an intergovernmental agreement (IGA) with the City of Avondale to allow Avondale Police Department (APD) officers to participate in law enforcement and security services at the University of Phoenix Stadium (Stadium).

Background

Global Spectrum, L.P., the managing agency for the Stadium on behalf of the Arizona Sports and Tourism Authority, has a need for qualified personnel to provide law enforcement and security services at the Stadium. The City of Glendale has had an agreement in place with Global Spectrum, L.P. since 2006 to provide these services, with a new agreement recently authorized by Council and in effect until July 1, 2016.

In 2006, the Glendale Police Department (GPD) established the West Valley Coalition and the City of Glendale entered into IGAs with other west valley cities for their police officers to assist with providing law enforcement and security services during large events at the Stadium. In 2007, officers from east valley cities became involved in the coalition; and in 2009 the law enforcement group providing services at the Stadium became known as the Valley-wide Coalition.

During the last eight years, IGAs with three-year terms have been in place with up to sixteen (16) cities for their police officers to participate in the Coalition, resulting in positive partnerships and joint cooperation for law enforcement and security services needed at the Stadium. The most recent agreements with participating cities, entered into on May 8, 2012, have come to the end of the term. The need exists to enter into new agreements with the interested cities/agencies to allow their law enforcement officers to continue participation in the Valley-wide Coalition.

Analysis

If approved, this IGA with the City of Avondale will be effective immediately and will allow APD officers to take part in the Valley-wide Coalition. The agreement will remain in effect until June 30, 2018. This agreement may be renewed for successive additional three (3) year periods upon mutual consent of the parties.

Staff is recommending Council adopt the proposed resolution, which authorizes the City Manager to enter into an IGA with the City of Avondale to allow APD officers to participate in law enforcement and security

services at the Stadium.

Previous Related Council Action

On April 8, 2014, Council authorized the City Manager to enter into an agreement with Global Spectrum, L.P. for police services at the Stadium.

On May 8, 2012, Council authorized the City Manager to enter into IGAs with sixteen cities allowing each city's law enforcement agency to participate in the Valley-wide Coalition for public safety services and security for events at the Stadium.

Community Benefit/Public Involvement

This IGA creates another partnership where police officers from different agencies are able to work together to ensure the citizens and visitors to Glendale experience a safe environment while attending events at the Stadium.

Budget and Financial Impacts

There is no cost to the city to enter into this IGA.

RESOLUTION NO. 4985 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF AVONDALE FOR LAW ENFORCEMENT AND SECURITY SERVICES FOR EVENTS AT THE UNIVERSITY OF PHOENIX STADIUM ON BEHALF OF THE GLENDALE POLICE DEPARTMENT.

WHEREAS, the City of Avondale and the City of Glendale wish to enter into an intergovernmental agreement to assist with law enforcement and security services during events at the University of Phoenix Stadium.

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

SECTION 1. That it is deemed in the best interest of the City of Glendale and the citizens thereof that the intergovernmental agreement between the City of Glendale and the City of Avondale for law enforcement and security services for events at the University of Phoenix Stadium be entered into, which agreement is now on file in the office of the City Clerk of the City of Glendale.

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

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this _____ day of _____, 2015.

_____
M A Y O R

ATTEST:

_____
City Clerk (SEAL)

APPROVED AS TO FORM:

_____
City Attorney

REVIEWED BY:

_____
Acting City Manager

INTERGOVERNMENTAL AGREEMENT
BETWEEN
CITY OF GLENDALE AND CITY OF AVONDALE

THIS INTERGOVERNMENTAL AGREEMENT (this "Agreement") is entered into pursuant to Arizona Revised Statutes ("A.R.S.") § 11-952 by the City of Glendale ("Glendale") and the City of Avondale ("Avondale"), collectively known herein as the "parties".

RECITALS

A. The University of Phoenix Stadium in Glendale (the "Stadium") is located within Glendale's corporate limits and Glendale has jurisdictional authority over and public safety interests in the operation of the Stadium; and

B. Global Spectrum Enterprises, L.L.C., an Arizona limited liability company ("Global Spectrum") is managing the Stadium on behalf of the Arizona Sports and Tourism Authority; and

C. Global Spectrum has the need for qualified personnel to provide law enforcement security services at the Stadium; and

D. The parties desire to participate in providing law enforcement security services to Global Spectrum for the Stadium by making available Avondale Police Department ("APD") and Glendale Police Department ("GPD") officers in accordance with the terms set forth herein.

E. The parties desire to enter into this Agreement to cooperatively provide the necessary law enforcement and security services while acknowledging Glendale's primary responsibility for law enforcement at the Stadium.

AGREEMENT

Therefore, in consideration of the foregoing recitals, the covenants, promises, terms and conditions set forth herein, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereby agree as follows:

1. Purpose and Intent. The purpose of this Agreement is to provide the means through which the parties intend to provide professional law enforcement and security services to Global Spectrum by maximizing cooperation, by integrating the APD and GPD assets, and by addressing issues including, command, control, personnel, planning, and training.

2. Supervision and Staffing.

2.1 Avondale acknowledges that command and control for all events worked for Global Spectrum pursuant to this Agreement (individually "Event" and collectively "Events") shall be the duty and responsibility of GPD.

2.2 In carrying out this responsibility, GPD will in good faith assign officers to work Events in accordance with the procedures adopted in consultation with the Chiefs of Police for all of the member agencies providing officers to Events.

2.3 Avondale agrees and understands that entities other than Glendale and the GPD have input into the decisions regarding whether, and to what extent, law enforcement will provide

service for Events; however, Glendale will provide information regarding staffing decisions to Avondale as soon as it becomes available.

3. Assigned Personnel

3.1 Avondale shall have the discretion to determine which and how many of its officers will be allowed to apply for assignments at Events and how many officers will be assigned to the Events (hereinafter referred to as "Assigned Officers").

a. All Assigned Officers will be required to enter into temporary employment contracts with Glendale.

b. The contract will outline the mutual responsibilities of the Assigned Officer and Glendale and will specify that the Assigned Officers are "at will" temporary employees of Glendale and that either party can terminate the contract, with or without cause at any time and without notice.

c. If possible, Glendale will consult with Avondale prior to terminating any Assigned Officer.

3.2 While working an Event, the Assigned Officers must wear uniforms approved by APD, and the Assigned Officers may carry other equipment authorized by APD.

3.3 When working an Event, GPD will make available to Assigned Officers forms and other supplies that are necessary to work the Event.

3.4 Upon termination of this Agreement and conclusion of any assignments, all personal property, assets, equipment, and supplies used by the parties and Assigned Officers in performance of their responsibilities shall remain with or be returned to the owner of such property.

3.5 Any inconsistency between GPD and APD rules or regulations and all operational disputes will immediately be brought to the attention of the Glendale Police Chief and will be fully and finally addressed and resolved by the Glendale Police Chief in accordance with his or her determination of the best practices under the circumstances. The Glendale Police Chief may delegate this responsibility to a specific command officer.

4. Compensation, Insurance and Reporting

4.1 The parties agree that during Events the Assigned Officers shall be temporary employees of Glendale for compensation purposes and not independent contractors; provided however, that each such Assigned Officer will at all times also be deemed an employee of APD and nothing in this Agreement is intended to contradict or otherwise modify the provisions of A.R.S. § 23-1022 (D).

4.2 Each Assigned Officer who works an Event will be paid the negotiated hourly rate, less the $5.00 per hour administrative fee that is paid by Global Spectrum directly to Glendale and applied to the cost of providing liability coverage as set forth below.

a. Assigned Officers' compensation shall be subject to all applicable federal and state taxes, which shall be deducted prior to payment, and which shall be evidenced by a W-2 statement issued by Glendale to each Assigned Officer.

b. Each officer's home agency (primary employer) shall provide the workers' compensation coverage in such amounts and under the same terms and conditions as other sworn, full-time employees for all Assigned Officers.

c. Except for liability coverage, Assigned Officers are not entitled to any other employee benefits or compensation from Glendale.

4.3 Glendale shall make available to the APD information about the hours worked by Assigned Officers not later than seven days following each Event to enable APD to properly monitor and regulate the hours worked by all of their Assigned Officers.

4.4 Each party affirms that it has complied with the provisions of A.R.S. § 23-1022 (E) with respect to activities addressed by the Agreement.

5. Indemnification

5.1 To the extent permitted by law, Glendale shall indemnify, defend, save and hold harmless Avondale, its departments, agencies, boards, commissions, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") for, from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent acts or willful misconduct of the Assigned Officers.

5.2 Glendale's indemnity includes any Claim or amount due arising out of the failure of such Indemnitee to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree.

5.3 It is agreed that Glendale will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable and in consideration of the covenants and promises set forth in this Agreement, Glendale agrees to waive all rights of subrogation against Avondale, its officers, officials, agents and employees for losses arising from the work performed by Avondale's Assigned Officers under this Agreement.

6. Media Releases and Relations

6.1 Any release of information to the media, other than a public records release, regarding an Event or any activities under this Agreement will be coordinated by Glendale in cooperation with Avondale but, except as provided below, no unilateral media releases will be distributed by Avondale without the prior approval of Glendale.

6.2 A copy of all public record and media releases regarding an Event or any activities under this Agreement shall be forwarded to Glendale prior to release; provided however, if an incident is primarily focused upon or concerned with the actions of APD's Assigned Officer, APD will be responsible for the release of information to the media relative to the incident.

6.3 The parties will not reveal any investigative information or operational procedures except as required by law.

7. Arizona POST certification

7.1 Relative to its Assigned Officers, Avondale agrees that it will be responsible to the Arizona Peace Officer's Standards and Training Board ("POST") for complying with all requirements mandated by Arizona Administrative Code Regulation R13-4-101 *et seq*.; including but not limited to, Avondale's responsibilities to POST for the hiring, fitness for duty, record-keeping, training, and testing requirements imposed upon law enforcement agencies employing police officers in Arizona.

7.2 Glendale and Avondale agree to cooperate to ensure any issues that arise relative to POST certification are resolved in a reasonable and efficient manner.

8. Execution, Duration and Renewal

8.1 This Agreement will be effective immediately upon the approval of both parties' governing bodies and shall remain in full force and effect until June 30, 2018.

8.2 This Agreement may be executed in counterparts.

8.3 This Agreement may be renewed for successive additional three (3) year periods upon mutual consent of the parties.

9. General Provisions

9.1 Entire Agreement. This Agreement embodies the entire understanding of the parties and supersedes any other agreement or understanding between the parties relating to the subject matter of this Agreement.

9.2 Severability. The provisions of this Agreement are severable to the extent that any provision or application held to be invalid by a court of competent jurisdiction shall not affect any other provision or application of the Agreement which may remain in effect without the invalid provision or application.

9.3 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona.

9.4 Conflict of Interest. This Agreement may be canceled by any of the parties pursuant to the provisions of A.R.S. § 38-511.

9.5 Termination. Avondale may, at any time, terminate this Agreement by giving Glendale not less than sixty (60) days prior written notice. Glendale may at any time terminate this Agreement by giving Avondale not less than sixty (60) days prior written notice.

9.6 Dispute Resolution. In the event of any dispute regarding the terms or the interpretation of this Agreement the parties command staff will consult with each other in an effort to settle the dispute, in good faith. If the parties are unable to settle the dispute, either party may terminate this agreement.

9.7 Waiver. The waiver of any breach of this Agreement shall not be deemed to amend this Agreement and shall not constitute a waiver of any other subsequent breach.

9.8 Headings. Headings of this Agreement are for convenience only and shall not affect the interpretation of this Agreement.

9.9 Further Acts. Each party shall execute and deliver all such documents and perform all such acts as reasonably necessary, from time to time, to carry out the matters contemplated by this Agreement.

10. E-Verify

10.1 The parties acknowledge that immigration laws require them to register and participate with the E-Verify program (employment verification program administered by the United States Department of Homeland Security and the Social Security Administration or any successor program) as they both employ one or more employees in this state.

10.2 The parties warrant that they have registered with and participate with E-Verify.

10.3 If either party later determines that the other non-compliant party has not complied with E-Verify, it will notify the non-compliant party by certified mail of the determination and of the right to appeal the determination. **The parties retain the legal right to inspect the papers of any employee who works pursuant to this agreement or any related subcontract to ensure compliance with the warranty given above.** Either party may conduct a random verification of the employment records of the other party to ensure compliance with this warranty.

10.4 Failure to comply shall be deemed a material breach of the Agreement that is subject to penalties up to and including termination of the Agreement.

11. Non- Discrimination

The parties must not discriminate against any employee or applicant for employment on the basis race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability.

[*signatures appear on the following pages*]

CITY OF GLENDALE

_____

City Manager

ATTEST:

_____

Pamela Hanna, City Clerk (SEAL)

CERTIFICATION BY LEGAL COUNSEL

The foregoing Intergovernmental Agreement between City of Glendale and the City of _____ is in proper form and is within the powers and authority of the City of Glendale granted under the laws of the State of Arizona.

APPROVED AS TO FORM AND AUTHORITY:

_____

Michael Bailey, City Attorney

CITY OF AVONDALE

BY:_____

NAME:_____

TITLE:_____

DATE:_____

ATTEST:

_____
AVONDALE CITY CLERK

CERTIFICATION BY LEGAL COUNSEL

The foregoing Intergovernmental Agreement between City of Glendale and the City of Avondale is in proper form and is within the powers and authority of the City of Avondale granted under the laws of the State of Arizona.

APPROVED AS TO FORM AND AUTHORITY:

_____
AVONDALE CITY ATTORNEY

File #: 15-439, **Version:** 1

AUTHORIZATION TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF CHANDLER TO PROVIDE LAW ENFORCEMENT AND SECURITY SERVICES FOR THE UNIVERSITY OF PHOENIX STADIUM
Staff Contact: Debora Black, Police Chief

Purpose and Recommended Action

This is a request for City Council to waive reading beyond the title and adopt a resolution authorizing the Acting City Manager to enter into an intergovernmental agreement (IGA) with the City of Chandler to allow Chandler Police Department (CPD) officers to participate in law enforcement and security services at the University of Phoenix Stadium (Stadium).

Background

Global Spectrum, L.P., the managing agency for the Stadium on behalf of the Arizona Sports and Tourism Authority, has a need for qualified personnel to provide law enforcement and security services at the Stadium. The City of Glendale has had an agreement in place with Global Spectrum, L.P. since 2006 to provide these services, with a new agreement recently authorized by Council and in effect until July 1, 2016.

In 2006, the Glendale Police Department (GPD) established the West Valley Coalition and the City of Glendale entered into IGAs with other west valley cities for their police officers to assist with providing law enforcement and security services during large events at the Stadium. In 2007, officers from east valley cities became involved in the coalition; and in 2009 the law enforcement group providing services at the Stadium became known as the Valley-wide Coalition.

During the last eight years, IGAs with three-year terms have been in place with up to sixteen (16) cities for their police officers to participate in the Coalition, resulting in positive partnerships and joint cooperation for law enforcement and security services needed at the Stadium. The most recent agreements with participating cities, entered into on May 8, 2012, have come to the end of the term. The need exists to enter into new agreements with the interested cities/agencies to allow their law enforcement officers to continue participation in the Valley-wide Coalition.

Analysis

If approved, this IGA with the City of Chandler will be effective immediately and will allow CPD officers to take part in the Valley-wide Coalition. The agreement will remain in effect until June 30, 2018. This agreement may be renewed for successive additional three (3) year periods upon mutual consent of the parties.

Staff is recommending Council adopt the proposed resolution, which authorizes the City Manager to enter into an IGA with the City of Chandler to allow CPD officers to participate in law enforcement and security

services at the Stadium.

Previous Related Council Action

On April 8, 2014, Council authorized the City Manager to enter into an agreement with Global Spectrum, L.P. for police services at the Stadium.

On May 8, 2012, Council authorized the City Manager to enter into IGAs with sixteen cities allowing each city's law enforcement agency to participate in the Valley-wide Coalition for public safety services and security for events at the Stadium.

Community Benefit/Public Involvement

This IGA creates another partnership where police officers from different agencies are able to work together to ensure the citizens and visitors to Glendale experience a safe environment while attending events at the Stadium.

Budget and Financial Impacts

There is no cost to the city to enter into this IGA.

RESOLUTION NO. 4986 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF CHANDLER FOR LAW ENFORCEMENT AND SECURITY SERVICES FOR EVENTS AT THE UNIVERSITY OF PHOENIX STADIUM ON BEHALF OF THE GLENDALE POLICE DEPARTMENT.

WHEREAS, the City of Chandler and the City of Glendale wish to enter into an intergovernmental agreement to assist with law enforcement and security services during events at the University of Phoenix Stadium.

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

SECTION 1. That it is deemed in the best interest of the City of Glendale and the citizens thereof that the intergovernmental agreement between the City of Glendale and the City of Chandler for law enforcement and security services for events at the University of Phoenix Stadium be entered into, which agreement is now on file in the office of the City Clerk of the City of Glendale.

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

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this _____ day of _____, 2015.

_____
M A Y O R

ATTEST:

_____
City Clerk (SEAL)

APPROVED AS TO FORM:

_____
City Attorney

REVIEWED BY:

_____
Acting City Manager

INTERGOVERNMENTAL AGREEMENT
BETWEEN
CITY OF GLENDALE AND CITY OF CHANDLER

THIS INTERGOVERNMENTAL AGREEMENT (this "Agreement") is entered into pursuant to Arizona Revised Statutes ("A.R.S.") § 11-952 by the City of Glendale ("Glendale") and the City of Chandler ("Chandler"), collectively known herein as the "parties".

RECITALS

A. The University of Phoenix Stadium in Glendale (the "Stadium") is located within Glendale's corporate limits and Glendale has jurisdictional authority over and public safety interests in the operation of the Stadium; and

B. Global Spectrum Enterprises, L.L.C., an Arizona limited liability company ("Global Spectrum") is managing the Stadium on behalf of the Arizona Sports and Tourism Authority; and

C. Global Spectrum has the need for qualified personnel to provide law enforcement security services at the Stadium; and

D. The parties desire to participate in providing law enforcement security services to Global Spectrum for the Stadium by making available Chandler Police Department ("CPD") and Glendale Police Department ("GPD") officers in accordance with the terms set forth herein.

E. The parties desire to enter into this Agreement to cooperatively provide the necessary law enforcement and security services while acknowledging Glendale's primary responsibility for law enforcement at the Stadium.

AGREEMENT

Therefore, in consideration of the foregoing recitals, the covenants, promises, terms and conditions set forth herein, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereby agree as follows:

1. Purpose and Intent. The purpose of this Agreement is to provide the means through which the parties intend to provide professional law enforcement and security services to Global Spectrum by maximizing cooperation, by integrating the CPD and GPD assets, and by addressing issues including, command, control, personnel, planning, and training.

2. Supervision and Staffing.

2.1 Chandler acknowledges that command and control for all events worked for Global Spectrum pursuant to this Agreement (individually "Event" and collectively "Events") shall be the duty and responsibility of GPD.

2.2 In carrying out this responsibility, GPD will in good faith assign officers to work Events in accordance with the procedures adopted in consultation with the Chiefs of Police for all of the member agencies providing officers to Events.

2.3 Chandler agrees and understands that entities other than Glendale and the GPD have input into the decisions regarding whether, and to what extent, law enforcement will provide

service for Events; however, Glendale will provide information regarding staffing decisions to Chandler as soon as it becomes available.

3. Assigned Personnel

3.1 Chandler shall have the discretion to determine which and how many of its officers will be allowed to apply for assignments at Events and how many officers will be assigned to the Events (hereinafter referred to as "Assigned Officers").

a. All Assigned Officers will be required to enter into temporary employment contracts with Glendale.

b. The contract will outline the mutual responsibilities of the Assigned Officer and Glendale and will specify that the Assigned Officers are "at will" temporary employees of Glendale and that either party can terminate the contract, with or without cause at any time and without notice.

c. If possible, Glendale will consult with Chandler prior to terminating any Assigned Officer.

3.2 While working an Event, the Assigned Officers must wear uniforms approved by CPD, and the Assigned Officers may carry other equipment authorized by CPD.

3.3 When working an Event, GPD will make available to Assigned Officers forms and other supplies that are necessary to work the Event.

3.4 Upon termination of this Agreement and conclusion of any assignments, all personal property, assets, equipment, and supplies used by the parties and Assigned Officers in performance of their responsibilities shall remain with or be returned to the owner of such property.

3.5 Any inconsistency between GPD and CPD rules or regulations and all operational disputes will immediately be brought to the attention of the Glendale Police Chief and will be fully and finally addressed and resolved by the Glendale Police Chief in accordance with his or her determination of the best practices under the circumstances. The Glendale Police Chief may delegate this responsibility to a specific command officer.

4. Compensation, Insurance and Reporting

4.1 The parties agree that during Events the Assigned Officers shall be temporary employees of Glendale for compensation purposes and not independent contractors; provided however, that each such Assigned Officer will at all times also be deemed an employee of CPD and nothing in this Agreement is intended to contradict or otherwise modify the provisions of A.R.S. § 23-1022 (D).

4.2 Each Assigned Officer who works an Event will be paid the negotiated hourly rate, less the $5.00 per hour administrative fee that is paid by Global Spectrum directly to Glendale and applied to the cost of providing liability coverage as set forth below.

a. Assigned Officers' compensation shall be subject to all applicable federal and state taxes, which shall be deducted prior to payment, and which shall be evidenced by a W-2 statement issued by Glendale to each Assigned Officer.

b. Each officer's home agency (primary employer) shall provide the workers' compensation coverage in such amounts and under the same terms and conditions as other sworn, full-time employees for all Assigned Officers.

c. Except for liability coverage, Assigned Officers are not entitled to any other employee benefits or compensation from Glendale.

4.3 Glendale shall make available to the CPD information about the hours worked by Assigned Officers not later than seven days following each Event to enable CPD to properly monitor and regulate the hours worked by all of their Assigned Officers.

4.4 Each party affirms that it has complied with the provisions of A.R.S. § 23-1022 (E) with respect to activities addressed by the Agreement.

5. Indemnification

5.1 To the extent permitted by law, Glendale shall indemnify, defend, save and hold harmless Chandler, its departments, agencies, boards, commissions, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") for, from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent acts or willful misconduct of the Assigned Officers.

5.2 Glendale's indemnity includes any Claim or amount due arising out of the failure of such Indemnitee to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree.

5.3 It is agreed that Glendale will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable and in consideration of the covenants and promises set forth in this Agreement, Glendale agrees to waive all rights of subrogation against Chandler, its officers, officials, agents and employees for losses arising from the work performed by Chandler's Assigned Officers under this Agreement.

6. Media Releases and Relations

6.1 Any release of information to the media, other than a public records release, regarding an Event or any activities under this Agreement will be coordinated by Glendale in cooperation with Chandler but, except as provided below, no unilateral media releases will be distributed by Chandler without the prior approval of Glendale.

6.2 A copy of all public record and media releases regarding an Event or any activities under this Agreement shall be forwarded to Glendale prior to release; provided however, if an incident is primarily focused upon or concerned with the actions of CPD's Assigned Officer, CPD will be responsible for the release of information to the media relative to the incident.

6.3 The parties will not reveal any investigative information or operational procedures except as required by law.

7. Arizona POST certification

7.1 Relative to its Assigned Officers, Chandler agrees that it will be responsible to the Arizona Peace Officer's Standards and Training Board ("POST") for complying with all requirements mandated by Arizona Administrative Code Regulation R13-4-101 *et seq.*; including but not limited to, Chandler's responsibilities to POST for the hiring, fitness for duty, record-keeping, training, and testing requirements imposed upon law enforcement agencies employing police officers in Arizona.

7.2 Glendale and Chandler agree to cooperate to ensure any issues that arise relative to POST certification are resolved in a reasonable and efficient manner.

8. Execution, Duration and Renewal

8.1 This Agreement will be effective immediately upon the approval of both parties' governing bodies and shall remain in full force and effect until June 30, 2018.

8.2 This Agreement may be executed in counterparts.

8.3 This Agreement may be renewed for successive additional three (3) year periods upon mutual consent of the parties.

9. General Provisions

9.1 Entire Agreement. This Agreement embodies the entire understanding of the parties and supersedes any other agreement or understanding between the parties relating to the subject matter of this Agreement.

9.2 Severability. The provisions of this Agreement are severable to the extent that any provision or application held to be invalid by a court of competent jurisdiction shall not affect any other provision or application of the Agreement which may remain in effect without the invalid provision or application.

9.3 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona.

9.4 Conflict of Interest. This Agreement may be canceled by any of the parties pursuant to the provisions of A.R.S. § 38-511.

9.5 Termination. Chandler may, at any time, terminate this Agreement by giving Glendale not less than sixty (60) days prior written notice. Glendale may at any time terminate this Agreement by giving Chandler not less than sixty (60) days prior written notice.

9.6 Dispute Resolution. In the event of any dispute regarding the terms or the interpretation of this Agreement the parties command staff will consult with each other in an effort to settle the dispute, in good faith. If the parties are unable to settle the dispute, either party may terminate this agreement.

9.7 Waiver. The waiver of any breach of this Agreement shall not be deemed to amend this Agreement and shall not constitute a waiver of any other subsequent breach.

9.8 Headings. Headings of this Agreement are for convenience only and shall not affect the interpretation of this Agreement.

9.10 Further Acts. Each party shall execute and deliver all such documents and perform all such acts as reasonably necessary, from time to time, to carry out the matters contemplated by this Agreement.

10. E-Verify

10.1 The parties acknowledge that immigration laws require them to register and participate with the E-Verify program (employment verification program administered by the United States Department of Homeland Security and the Social Security Administration or any successor program) as they both employ one or more employees in this state.

10.2 The parties warrant that they have registered with and participate with E-Verify.

10.3 If either party later determines that the other non-compliant party has not complied with E-Verify, it will notify the non-compliant party by certified mail of the determination and of the right to appeal the determination. **The parties retain the legal right to inspect the papers of any employee who works pursuant to this agreement or any related subcontract to ensure compliance with the warranty given above.** Either party may conduct a random verification of the employment records of the other party to ensure compliance with this warranty.

10.4 Failure to comply shall be deemed a material breach of the Agreement that is subject to penalties up to and including termination of the Agreement.

11. Non- Discrimination

The parties must not discriminate against any employee or applicant for employment on the basis race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability.

[signatures appear on the following pages]

CITY OF GLENDALE

_____

City Manager

ATTEST:

_____

Pamela Hanna, City Clerk (SEAL)

CERTIFICATION BY LEGAL COUNSEL

The foregoing Intergovernmental Agreement between City of Glendale and the City of Chandler is in proper form and is within the powers and authority of the City of Glendale granted under the laws of the State of Arizona.

APPROVED AS TO FORM AND AUTHORITY:

_____

Michael Bailey, City Attorney

CITY OF CHANDLER

Jay Tibshraeny, Mayor

ATTEST:

Marla Paddock, City Clerk (SEAL)

CITY OF CHANDLER CORPORATE SEAL ARIZONA

CERTIFICATION BY LEGAL COUNSEL

The foregoing Intergovernmental Agreement between City of Glendale and the City of Chandler is in proper form and is within the powers and authority of the City of Chandler granted under the laws of the State of Arizona.

APPROVED AS TO FORM AND AUTHORITY:

Kay Bigelow, Chandler City Attorney RHK

File #: 15-440, **Version:** 1

AUTHORIZATION TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH MARICOPA COUNTY TO PROVIDE LAW ENFORCEMENT AND SECURITY SERVICES FOR THE UNIVERSITY OF PHOENIX STADIUM
Staff Contact: Debora Black, Police Chief

Purpose and Recommended Action

This is a request for City Council to waive reading beyond the title and adopt a resolution authorizing the Acting City Manager to enter into an intergovernmental agreement (IGA) with Maricopa County to allow Maricopa County Sheriff's Office (MCSO) Deputies to participate in law enforcement and security services at the University of Phoenix Stadium (Stadium).

Background

Global Spectrum, L.P., the managing agency for the Stadium on behalf of the Arizona Sports and Tourism Authority, has a need for qualified personnel to provide law enforcement and security services at the Stadium. The City of Glendale has had an agreement in place with Global Spectrum, L.P. since 2006 to provide these services, with a new agreement recently authorized by Council and in effect until July 1, 2016.

In 2006, the Glendale Police Department (GPD) established the West Valley Coalition and the City of Glendale entered into IGAs with other west valley cities for their police officers to assist with providing law enforcement and security services during large events at the Stadium. In 2007, officers from east valley cities became involved in the coalition; and in 2009 the law enforcement group providing services at the Stadium became known as the Valley-wide Coalition.

During the last eight years, IGAs with three-year terms have been in place with up to sixteen (16) cities for their police officers to participate in the Coalition, resulting in positive partnerships and joint cooperation for law enforcement and security services needed at the Stadium. The most recent agreements with participating cities, entered into on May 8, 2012, have come to the end of the term. The need exists to enter into new agreements with the interested cities/agencies to allow their law enforcement officers to continue participation in the Valley-wide Coalition.

Analysis

If approved, this IGA with Maricopa County will be effective immediately and will allow MCSO Deputies to take part in the Valley-wide Coalition. The agreement will remain in effect until June 30, 2018. This agreement may be renewed for successive additional three (3) year periods upon mutual consent of the parties.

Staff is recommending Council adopt the proposed resolution, which authorizes the City Manager to enter

into an IGA with Maricopa County to allow MCSO Deputies to participate in law enforcement and security services at the Stadium.

Previous Related Council Action

On April 8, 2014, Council authorized the City Manager to enter into an agreement with Global Spectrum, L.P. for police services at the Stadium.

On May 8, 2012, Council authorized the City Manager to enter into IGAs with sixteen cities allowing each city's law enforcement agency to participate in the Valley-wide Coalition for public safety services and security for events at the Stadium.

Community Benefit/Public Involvement

This IGA creates another partnership where police officers from different agencies are able to work together to ensure the citizens and visitors to Glendale experience a safe environment while attending events at the Stadium.

Budget and Financial Impacts

There is no cost to the city to enter into this IGA.

powered by Legistar™

RESOLUTION NO. 4987 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF AN INTERGOVERNMENTAL AGREEMENT WITH MARICOPA COUNTY FOR LAW ENFORCEMENT AND SECURITY SERVICES FOR EVENTS AT THE UNIVERSITY OF PHOENIX STADIUM ON BEHALF OF THE GLENDALE POLICE DEPARTMENT.

WHEREAS, Maricopa County and the City of Glendale wish to enter into an intergovernmental agreement to assist with law enforcement and security services during events at the University of Phoenix Stadium.

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

SECTION 1. That it is deemed in the best interest of the City of Glendale and the citizens thereof that the intergovernmental agreement between the City of Glendale and Maricopa County for law enforcement and security services for events at the University of Phoenix Stadium be entered into, which agreement is now on file in the office of the City Clerk of the City of Glendale.

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

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this _____ day of _____, 2015.

_____
M A Y O R

ATTEST:

_____
City Clerk (SEAL)

APPROVED AS TO FORM:

_____
City Attorney

REVIEWED BY:

_____
Acting City Manager

INTERGOVERNMENTAL AGREEMENT
BETWEEN
CITY OF GLENDALE AND MARICOPA COUNTY

THIS INTERGOVERNMENTAL AGREEMENT (this "Agreement") is entered into pursuant to Arizona Revised Statutes ("A.R.S.") § 11-952 by the City of Glendale ("Glendale") and Maricopa County ("Maricopa County"), collectively known herein as the "parties".

RECITALS

A. The University of Phoenix Stadium in Glendale (the "Stadium") is located within Glendale's corporate limits and Glendale has jurisdictional authority over and public safety interests in the operation of the Stadium; and

B. Global Spectrum Enterprises, L.L.C., an Arizona limited liability company ("Global Spectrum") is managing the Stadium on behalf of the Arizona Sports and Tourism Authority; and

C. Global Spectrum has the need for qualified personnel to provide law enforcement security services at the Stadium; the duty to provide law enforcement security services at the Stadium is primarily the responsibility of the City of Glendale; and

D. The parties desire to participate in providing law enforcement security services to Global Spectrum for the Stadium by making available Maricopa County Sheriff's Office ("MCSO") and Glendale Police Department ("GPD") officers in accordance with the terms set forth herein.

E. The parties desire to enter into this Agreement to cooperatively provide the necessary law enforcement and security services while acknowledging Glendale's primary responsibility for law enforcement at the Stadium.

AGREEMENT

Therefore, in consideration of the foregoing recitals, the covenants, promises, terms and conditions set forth herein, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereby agree as follows:

1. Purpose and Intent. The purpose of this Agreement is to provide the means through which the parties intend to provide professional law enforcement and security services to Global Spectrum by maximizing cooperation, by integrating the MCSO and GPD assets, and by addressing issues including, command, control, personnel, planning, and training.

2. Supervision and Staffing.

2.1 Maricopa County acknowledges that command and control for all events worked for Global Spectrum pursuant to this Agreement (individually "Event" and collectively "Events") shall be the duty and responsibility of GPD.

2.2 In carrying out this responsibility, GPD will in good faith assign officers to work Events in accordance with the procedures adopted in consultation with the Chiefs of Police for all of the member agencies providing officers to Events.

2.3 Maricopa County agrees and understands that entities other than Glendale and the GPD have input into the decisions regarding whether, and to what extent, law enforcement will provide service for Events; however, Glendale will provide information regarding staffing decisions to Maricopa County as soon as it becomes available.

3. Assigned Personnel

3.1 Maricopa County shall have the discretion to determine which and how many of its officers will be allowed to apply for assignments at Events and how many officers will be assigned to the Events (hereinafter referred to as "Assigned Officers").

a. All Assigned Officers will be required to enter into temporary employment contracts with Glendale.

b. The contract will outline the mutual responsibilities of the Assigned Officer and Glendale and will specify that the Assigned Officers are "at will" temporary employees of Glendale and that either party can terminate the contract, with or without cause at any time and without notice.

c. If possible, Glendale will consult with Maricopa County prior to terminating any Assigned Officer.

3.2 While working an Event, the Assigned Officers must wear uniforms approved by MCSO, and the Assigned Officers may carry other equipment authorized by MCSO.

3.3 When working an Event, GPD will make available to Assigned Officers forms and other supplies that are necessary to work the Event.

3.4 Upon termination of this Agreement and conclusion of any assignments, all personal property, assets, equipment, and supplies used by the parties and Assigned Officers in performance of their responsibilities shall remain with or be returned to the owner of such property.

3.5 Any inconsistency between GPD and MCSO rules or regulations and all operational disputes will immediately be brought to the attention of the Glendale Police Chief and will be fully and finally addressed and resolved by the Glendale Police Chief in accordance with his or her determination of the best practices under the circumstances. The Glendale Police Chief may delegate this responsibility to a specific command officer.

4. Compensation, Insurance and Reporting

4.1 The parties agree that during Events the Assigned Officers shall be temporary employees of Glendale for compensation purposes and not independent contractors; provided however, that each such Assigned Officer will at all times also be deemed an employee of MCSO and nothing in this Agreement is intended to contradict or otherwise modify the provisions of A.R.S. § 23-1022 (D).

4.2 Each Assigned Officer who works an Event will be paid the negotiated hourly rate, less the $5.00 per hour administrative fee that is paid by Global Spectrum directly to Glendale and applied to the cost of providing liability coverage as set forth below.

a. Assigned Officers' compensation shall be subject to all applicable federal and state taxes, which shall be deducted prior to payment, and which shall be evidenced by a W-2 statement issued by Glendale to each Assigned Officer.

b. Each officer's home agency (primary employer) shall provide the workers' compensation coverage in such amounts and under the same terms and conditions as other sworn, full-time employees for all Assigned Officers.

c. Except for liability coverage, Assigned Officers are not entitled to any other employee benefits or compensation from Glendale.

4.3 Glendale shall make available to the MCSO information about the hours worked by Assigned Officers not later than seven days following each Event to enable MCSO to properly monitor and regulate the hours worked by all of their Assigned Officers.

4.4 Each party affirms that it has complied with the provisions of A.R.S. § 23-1022 (E) with respect to activities addressed by the Agreement.

5. Indemnification

5.1 To the extent permitted by law, Glendale shall indemnify, defend, save and hold harmless Maricopa County, its departments, agencies, boards, commissions, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") for, from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent acts or willful misconduct of the Assigned Officers.

5.2 Glendale's indemnity includes any Claim or amount due arising out of the failure of such Indemnitee to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree.

5.3 It is agreed that Glendale will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable and in consideration of the covenants and promises set forth in this Agreement, Glendale agrees to waive all rights of subrogation against Maricopa County, its officers, officials, agents and employees for losses arising from the work performed by Maricopa County's Assigned Officers under this Agreement.

6. Media Releases and Relations

6.1 Any release of information to the media, other than a public records release, regarding an Event or any activities under this Agreement will be coordinated by Glendale in cooperation with Maricopa County but, except as provided below, no unilateral media releases will be distributed by Maricopa County without the prior approval of Glendale.

6.2 A copy of all public record and media releases regarding an Event or any activities under this Agreement shall be forwarded to Glendale prior to release; provided however, if an incident is primarily focused upon or concerned with the actions of MCSO's Assigned Officer,

MCSO will be responsible for the release of information to the media relative to the incident.

6.3 The parties will not reveal any investigative information or operational procedures except as required by law.

7. Arizona POST certification

7.1 Relative to its Assigned Officers, Maricopa County agrees that it will be responsible to the Arizona Peace Officer's Standards and Training Board ("POST") for complying with all requirements mandated by Arizona Administrative Code Regulation R13-4-101 *et seq*.; including but not limited to, Maricopa County's responsibilities to POST for the hiring, fitness for duty, record-keeping, training, and testing requirements imposed upon law enforcement agencies employing police officers in Arizona.

7.2 Glendale and Maricopa County agree to cooperate to ensure any issues that arise relative to POST certification are resolved in a reasonable and efficient manner.

8. Execution, Duration and Renewal

8.1 This Agreement will be effective as to Maricopa County immediately upon the approval and execution by Glendale and Maricopa County and shall remain in full force and effect until June 30, 2018.

8.2 This Agreement may be executed in counterparts.

8.3 This Agreement may be renewed for successive additional three (3) year periods upon mutual consent of the parties.

9. General Provisions

9.1 Entire Agreement. This Agreement embodies the entire understanding of the parties and supersedes any other agreement or understanding between the parties relating to the subject matter of this Agreement.

9.2 Severability. The provisions of this Agreement are severable to the extent that any provision or application held to be invalid by a court of competent jurisdiction shall not affect any other provision or application of the Agreement which may remain in effect without the invalid provision or application.

9.3 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona.

9.4 Conflict of Interest. This Agreement may be canceled by any of the parties pursuant to the provisions of A.R.S. § 38-511.

9.5 Termination. Maricopa County may, at any time, terminate this Agreement by giving Glendale not less than sixty (60) days prior written notice. Glendale may at any time terminate this Agreement by giving Maricopa County not less than sixty (60) days prior written notice.

9.6 Dispute Resolution. In the event of any dispute regarding the terms or the interpretation of this Agreement the parties command staff will consult with each other in an effort to settle

the dispute, in good faith. If the parties are unable to settle the dispute, either party may terminate this agreement.

9.7 Waiver. The waiver of any breach of this Agreement shall not be deemed to amend this Agreement and shall not constitute a waiver of any other subsequent breach.

9.8 Headings. Headings of this Agreement are for convenience only and shall not affect the interpretation of this Agreement.

9.9 Recordation of Agreement. This Agreement shall be filed with the Maricopa County Recorder pursuant to A.R.S. § 11-952(G) upon its execution.

9.10 Further Acts. Each party shall execute and deliver all such documents and perform all such acts as reasonably necessary, from time to time, to carry out the matters contemplated by this Agreement.

9.11 Nondiscrimination. No party shall illegally discriminate in either the provision of services, or in employment, against any person because of sex, race, disability, national origin, veteran's status, sexual preference or religion. Each party agrees to comply with all applicable federal and state laws, rules, regulations, and executive orders relating to non-discrimination, affirmative action and equal employment opportunity.

10. E-Verify

10.1 The parties acknowledge that immigration laws require them to register and participate with the E-Verify program (employment verification program administered by the United States Department of Homeland Security and the Social Security Administration or any successor program) as they both employ one or more employees in this state.

10.2 The parties warrant that they have registered with and participate with E-Verify.

10.3 If either party later determines that the other non-compliant party has not complied with E-Verify, it will notify the non-compliant party by certified mail of the determination and of the right to appeal the determination. **The parties retain the legal right to inspect the papers of any employee who works pursuant to this agreement or any related subcontract to ensure compliance with the warranty given above.** Either party may conduct a random verification of the employment records of the other party to ensure compliance with this warranty.

10.4 Failure to comply shall be deemed a material breach of the Agreement that is subject to penalties up to and including termination of the Agreement.

11. Non- Discrimination

The parties must not discriminate against any employee or applicant for employment on the basis race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability.

[*signatures appear on the following pages*]

CITY OF GLENDALE

_____

City Manager

ATTEST:

_____

Pamela Hanna, City Clerk (SEAL)

CERTIFICATION BY LEGAL COUNSEL

The foregoing Intergovernmental Agreement between City of Glendale and the City of _____ is in proper form and is within the powers and authority of the City of Glendale granted under the laws of the State of Arizona.

APPROVED AS TO FORM AND AUTHORITY:

_____

Michael Bailey, City Attorney

CITY OF MARICOPA COUNTY

BY:_____

NAME:_____

TITLE:_____

DATE:_____

ATTEST:

_____
MARICOPA COUNTY CITY CLERK

CERTIFICATION BY LEGAL COUNSEL

The foregoing Intergovernmental Agreement between City of Glendale and the City of Maricopa County is in proper form and is within the powers and authority of the City of Maricopa County granted under the laws of the State of Arizona.

APPROVED AS TO FORM AND AUTHORITY:

_____
MARICOPA COUNTY CITY ATTORNEY

File #: 15-442, **Version:** 1

AUTHORIZATION TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF SCOTTSDALE TO PROVIDE LAW ENFORCEMENT AND SECURITY SERVICES FOR THE UNIVERSITY OF PHOENIX STADIUM
Staff Contact: Debora Black, Police Chief

Purpose and Recommended Action

This is a request for City Council to waive reading beyond the title and adopt a resolution authorizing the Acting City Manager to enter into an intergovernmental agreement (IGA) with the City of Scottsdale to allow Scottsdale Police Department (SPD) officers to participate in law enforcement and security services at the University of Phoenix Stadium (Stadium).

Background

Global Spectrum, L.P., the managing agency for the Stadium on behalf of the Arizona Sports and Tourism Authority, has a need for qualified personnel to provide law enforcement and security services at the Stadium. The City of Glendale has had an agreement in place with Global Spectrum, L.P. since 2006 to provide these services, with a new agreement recently authorized by Council and in effect until July 1, 2016.

In 2006, the Glendale Police Department (GPD) established the West Valley Coalition and the City of Glendale entered into IGAs with other west valley cities for their police officers to assist with providing law enforcement and security services during large events at the Stadium. In 2007, officers from east valley cities became involved in the coalition; and in 2009 the law enforcement group providing services at the Stadium became known as the Valley-wide Coalition.

During the last eight years, IGAs with three-year terms have been in place with up to sixteen (16) cities for their police officers to participate in the Coalition, resulting in positive partnerships and joint cooperation for law enforcement and security services needed at the Stadium. The most recent agreements with participating cities, entered into on May 8, 2012, have come to the end of the term. The need exists to enter into new agreements with the interested cities/agencies to allow their law enforcement officers to continue participation in the Valley-wide Coalition.

Analysis

If approved, this IGA with the City of Scottsdale will be effective immediately and will allow SPD officers to take part in the Valley-wide Coalition. The agreement will remain in effect until June 30, 2018. This agreement may be renewed for successive additional three (3) year periods upon mutual consent of the parties.

Staff is recommending Council adopt the proposed resolution, which authorizes the City Manager to enter

into an IGA with the City of Scottsdale to allow SPD officers to participate in law enforcement and security services at the Stadium.

Previous Related Council Action

On April 8, 2014, Council authorized the City Manager to enter into an agreement with Global Spectrum, L.P. for police services at the Stadium.

On May 8, 2012, Council authorized the City Manager to enter into IGAs with sixteen cities allowing each city's law enforcement agency to participate in the Valley-wide Coalition for public safety services and security for events at the Stadium.

Community Benefit/Public Involvement

This IGA creates another partnership where police officers from different agencies are able to work together to ensure the citizens and visitors to Glendale experience a safe environment while attending events at the Stadium.

Budget and Financial Impacts

There is no cost to the city to enter into this IGA.

powered by Legistar™

RESOLUTION NO. 4988 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF SCOTTSDALE FOR LAW ENFORCEMENT AND SECURITY SERVICES FOR EVENTS AT THE UNIVERSITY OF PHOENIX STADIUM ON BEHALF OF THE GLENDALE POLICE DEPARTMENT.

WHEREAS, the City of Scottsdale and the City of Glendale wish to enter into an intergovernmental agreement to assist with law enforcement and security services during events at the University of Phoenix Stadium.

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

SECTION 1. That it is deemed in the best interest of the City of Glendale and the citizens thereof that the intergovernmental agreement between the City of Glendale and the City of Scottsdale for law enforcement and security services for events at the University of Phoenix Stadium be entered into, which agreement is now on file in the office of the City Clerk of the City of Glendale.

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

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this _____ day of _____, 2015.

_____
M A Y O R

ATTEST:

_____
City Clerk (SEAL)

APPROVED AS TO FORM:

_____
City Attorney

REVIEWED BY:

_____
Acting City Manager

INTERGOVERNMENTAL AGREEMENT
BETWEEN
CITY OF GLENDALE AND CITY OF SCOTTSDALE

THIS INTERGOVERNMENTAL AGREEMENT (this "Agreement") is entered into pursuant to Arizona Revised Statutes ("A.R.S.") § 11-952 by the City of Glendale ("Glendale") and the City of Scottsdale ("Scottsdale"), collectively known herein as the "parties".

RECITALS

A. The University of Phoenix Stadium in Glendale (the "Stadium") is located within Glendale's corporate limits and Glendale has jurisdictional authority over and public safety interests in the operation of the Stadium; and

B. Global Spectrum Enterprises, L.L.C., an Arizona limited liability company ("Global Spectrum") is managing the Stadium on behalf of the Arizona Sports and Tourism Authority; and

C. Global Spectrum has the need for qualified personnel to provide law enforcement security services at the Stadium; and

D. The parties desire to participate in providing law enforcement security services to Global Spectrum for the Stadium by making available Scottsdale Police Department ("SPD") and Glendale Police Department ("GPD") officers in accordance with the terms set forth herein.

E. The parties desire to enter into this Agreement to cooperatively provide the necessary law enforcement and security services while acknowledging Glendale's primary responsibility for law enforcement at the Stadium.

AGREEMENT

Therefore, in consideration of the foregoing recitals, the covenants, promises, terms and conditions set forth herein, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereby agree as follows:

1. Purpose and Intent. The purpose of this Agreement is to provide the means through which the parties intend to provide professional law enforcement and security services to Global Spectrum by maximizing cooperation, by integrating the SPD and GPD assets, and by addressing issues including, command, control, personnel, planning, and training.

2. Supervision and Staffing.

2.1 Scottsdale acknowledges that command and control for all events worked for Global Spectrum pursuant to this Agreement (individually "Event" and collectively "Events") shall be the duty and responsibility of GPD.

2.2 In carrying out this responsibility, GPD will in good faith assign officers to work Events in accordance with the procedures adopted in consultation with the Chiefs of Police for all of the member agencies providing officers to Events.

2.3 Scottsdale agrees and understands that entities other than Glendale and the GPD have input into the decisions regarding whether, and to what extent, law enforcement will provide

service for Events; however, Glendale will provide information regarding staffing decisions to Scottsdale as soon as it becomes available.

3. Assigned Personnel

3.1 Scottsdale shall have the discretion to determine which and how many of its officers will be allowed to apply for assignments at Events and how many officers will be assigned to the Events (hereinafter referred to as "Assigned Officers").

a. All Assigned Officers will be required to enter into temporary employment contracts with Glendale.

b. The contract will outline the mutual responsibilities of the Assigned Officer and Glendale and will specify that the Assigned Officers are "at will" temporary employees of Glendale and that either party can terminate the contract, with or without cause at any time and without notice.

c. If possible, Glendale will consult with Scottsdale prior to terminating any Assigned Officer.

3.2 While working an Event, the Assigned Officers must wear uniforms approved by SPD, and the Assigned Officers may carry other equipment authorized by SPD.

3.3 When working an Event, GPD will make available to Assigned Officers forms and other supplies that are necessary to work the Event.

3.4 Upon termination of this Agreement and conclusion of any assignments, all personal property, assets, equipment, and supplies used by the parties and Assigned Officers in performance of their responsibilities shall remain with or be returned to the owner of such property.

3.5 Any inconsistency between GPD and SPD rules or regulations and all operational disputes will immediately be brought to the attention of the Glendale Police Chief and will be fully and finally addressed and resolved by the Glendale Police Chief in accordance with his or her determination of the best practices under the circumstances. The Glendale Police Chief may delegate this responsibility to a specific command officer.

4. Compensation, Insurance and Reporting

4.1 The parties agree that during Events the Assigned Officers shall be temporary employees of Glendale for compensation purposes and not independent contractors; provided however, that each such Assigned Officer will at all times also be deemed an employee of SPD and nothing in this Agreement is intended to contradict or otherwise modify the provisions of A.R.S. § 23-1022 (D).

4.2 Each Assigned Officer who works an Event will be paid the negotiated hourly rate, less the $5.00 per hour administrative fee that is paid by Global Spectrum directly to Glendale and applied to the cost of providing liability coverage as set forth below.

a. Assigned Officers' compensation shall be subject to all applicable federal and state taxes, which shall be deducted prior to payment, and which shall be evidenced by a W-2 statement issued by Glendale to each Assigned Officer.

b. Each officer's home agency (primary employer) shall provide the workers' compensation coverage in such amounts and under the same terms and conditions as other sworn, full-time employees for all Assigned Officers.

c. Except for liability coverage, Assigned Officers are not entitled to any other employee benefits or compensation from Glendale.

4.3 Glendale shall make available to the SPD information about the hours worked by Assigned Officers not later than seven days following each Event to enable SPD to properly monitor and regulate the hours worked by all of their Assigned Officers.

4.4 Each party affirms that it has complied with the provisions of A.R.S. § 23-1022 (E) with respect to activities addressed by the Agreement.

5. Indemnification

5.1 To the extent permitted by law, Glendale shall indemnify, defend, save and hold harmless Scottsdale, its departments, agencies, boards, commissions, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") for, from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent acts or willful misconduct of the Assigned Officers.

5.2 Glendale's indemnity includes any Claim or amount due arising out of the failure of such Indemnitee to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree.

5.3 It is agreed that Glendale will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable and in consideration of the covenants and promises set forth in this Agreement, Glendale agrees to waive all rights of subrogation against Scottsdale, its officers, officials, agents and employees for losses arising from the work performed by Scottsdale's Assigned Officers under this Agreement.

6. Media Releases and Relations

6.1 Any release of information to the media, other than a public records release, regarding an Event or any activities under this Agreement will be coordinated by Glendale in cooperation with Scottsdale but, except as provided below, no unilateral media releases will be distributed by Scottsdale without the prior approval of Glendale.

6.2 A copy of all public record and media releases regarding an Event or any activities under this Agreement shall be forwarded to Glendale prior to release; provided however, if an incident is primarily focused upon or concerned with the actions of SPD's Assigned Officer, SPD will be responsible for the release of information to the media relative to the incident.

6.3 The parties will not reveal any investigative information or operational procedures except as required by law.

7. Arizona POST certification

7.1 Relative to its Assigned Officers, Scottsdale agrees that it will be responsible to the Arizona Peace Officer's Standards and Training Board ("POST") for complying with all requirements mandated by Arizona Administrative Code Regulation R13-4-101 *et seq*.; including but not limited to, Scottsdale's responsibilities to POST for the hiring, fitness for duty, record-keeping, training, and testing requirements imposed upon law enforcement agencies employing police officers in Arizona.

7.2 Glendale and Scottsdale agree to cooperate to ensure any issues that arise relative to POST certification are resolved in a reasonable and efficient manner.

8. Execution, Duration and Renewal

8.1 This Agreement will be effective immediately upon the approval of both parties' governing bodies and shall remain in full force and effect until June 30, 2018.

8.2 This Agreement may be executed in counterparts.

8.3 This Agreement may be renewed for successive additional three (3) year periods upon mutual consent of the parties.

9. General Provisions

9.1 Entire Agreement. This Agreement embodies the entire understanding of the parties and supersedes any other agreement or understanding between the parties relating to the subject matter of this Agreement.

9.2 Severability. The provisions of this Agreement are severable to the extent that any provision or application held to be invalid by a court of competent jurisdiction shall not affect any other provision or application of the Agreement which may remain in effect without the invalid provision or application.

9.3 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona.

9.4 Conflict of Interest. This Agreement may be canceled by any of the parties pursuant to the provisions of A.R.S. § 38-511.

9.5 Termination. Scottsdale may, at any time, terminate this Agreement by giving Glendale not less than sixty (60) days prior written notice. Glendale may at any time terminate this Agreement by giving Scottsdale not less than sixty (60) days prior written notice.

9.6 Dispute Resolution. In the event of any dispute regarding the terms or the interpretation of this Agreement the parties command staff will consult with each other in an effort to settle the dispute, in good faith. If the parties are unable to settle the dispute, either party may terminate this agreement.

9.7 Waiver. The waiver of any breach of this Agreement shall not be deemed to amend this Agreement and shall not constitute a waiver of any other subsequent breach.

9.8 Headings. Headings of this Agreement are for convenience only and shall not affect the interpretation of this Agreement.

9.9 Further Acts. Each party shall execute and deliver all such documents and perform all such acts as reasonably necessary, from time to time, to carry out the matters contemplated by this Agreement.

10. E-Verify

10.1 The parties acknowledge that immigration laws require them to register and participate with the E-Verify program (employment verification program administered by the United States Department of Homeland Security and the Social Security Administration or any successor program) as they both employ one or more employees in this state.

10.2 The parties warrant that they have registered with and participate with E-Verify.

10.3 If either party later determines that the other non-compliant party has not complied with E-Verify, it will notify the non-compliant party by certified mail of the determination and of the right to appeal the determination. **The parties retain the legal right to inspect the papers of any employee who works pursuant to this agreement or any related subcontract to ensure compliance with the warranty given above.** Either party may conduct a random verification of the employment records of the other party to ensure compliance with this warranty.

10.4 Failure to comply shall be deemed a material breach of the Agreement that is subject to penalties up to and including termination of the Agreement.

11. Non- Discrimination

The parties must not discriminate against any employee or applicant for employment on the basis race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability.

[*signatures appear on the following pages*]

CITY OF GLENDALE

_____

City Manager

ATTEST:

_____

Pamela Hanna, City Clerk (SEAL)

CERTIFICATION BY LEGAL COUNSEL

The foregoing Intergovernmental Agreement between City of Glendale and the City of _____ is in proper form and is within the powers and authority of the City of Glendale granted under the laws of the State of Arizona.

APPROVED AS TO FORM AND AUTHORITY:

_____

Michael Bailey, City Attorney

CITY OF SCOTTSDALE

BY:_____
W.J. "Jim" Lane
MAYOR

DATE:_____

ATTEST:

_____
Carolyn Jagger
SCOTTSDALE CITY CLERK

CERTIFICATION BY LEGAL COUNSEL

The foregoing Intergovernmental Agreement between City of Glendale and the City of Scottsdale is in proper form and is within the powers and authority of the City of Scottsdale granted under the laws of the State of Arizona.

APPROVED AS TO FORM AND AUTHORITY:

_____
Bruce Washburn
SCOTTSDALE CITY ATTORNEY
By: Luis E. Santaella, Senior Assistant City Attorney

File #: 15-443, **Version:** 1

AUTHORIZATION TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE TOWN OF WICKENBURG TO PROVIDE LAW ENFORCEMENT AND SECURITY SERVICES FOR THE UNIVERSITY OF PHOENIX STADIUM

Staff Contact: Debora Black, Police Chief

Purpose and Recommended Action

This is a request for City Council to waive reading beyond the title and adopt a resolution authorizing the Acting City Manager to enter into an intergovernmental agreement (IGA) with the Town of Wickenburg to allow Wickenburg Police Department (WPD) officers to participate in law enforcement and security services at the University of Phoenix Stadium (Stadium).

Background

Global Spectrum, L.P., the managing agency for the Stadium on behalf of the Arizona Sports and Tourism Authority, has a need for qualified personnel to provide law enforcement and security services at the Stadium. The City of Glendale has had an agreement in place with Global Spectrum, L.P. since 2006 to provide these services, with a new agreement recently authorized by Council and in effect until July 1, 2016.

In 2006, the Glendale Police Department (GPD) established the West Valley Coalition and the City of Glendale entered into IGAs with other west valley cities for their police officers to assist with providing law enforcement and security services during large events at the Stadium. In 2007, officers from east valley cities became involved in the coalition; and in 2009 the law enforcement group providing services at the Stadium became known as the Valley-wide Coalition.

During the last eight years, IGAs with three-year terms have been in place with up to sixteen (16) cities for their police officers to participate in the Coalition, resulting in positive partnerships and joint cooperation for law enforcement and security services needed at the Stadium. The most recent agreements with participating cities, entered into on May 8, 2012, have come to the end of the term. The need exists to enter into new agreements with the interested cities/agencies to allow their law enforcement officers to continue participation in the Valley-wide Coalition.

Analysis

If approved, this IGA with the Town of Wickenburg will be effective immediately and will allow WPD officers to take part in the Valley-wide Coalition. The agreement will remain in effect until June 30, 2018. This agreement may be renewed for successive additional three (3) year periods upon mutual consent of the parties.

Staff is recommending Council adopt the proposed resolution, which authorizes the City Manager to enter into an IGA with the Town of Wickenburg to allow WPD officers to participate in law enforcement and security services at the Stadium.

Previous Related Council Action

On April 8, 2014, Council authorized the City Manager to enter into an agreement with Global Spectrum, L.P. for police services at the Stadium.

On May 8, 2012, Council authorized the City Manager to enter into IGAs with sixteen cities allowing each city's law enforcement agency to participate in the Valley-wide Coalition for public safety services and security for events at the Stadium.

Community Benefit/Public Involvement

This IGA creates another partnership where police officers from different agencies are able to work together to ensure the citizens and visitors to Glendale experience a safe environment while attending events at the Stadium.

Budget and Financial Impacts

There is no cost to the city to enter into this IGA.

RESOLUTION NO. 4989 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF AN INTERGOVERNMENTAL AGREEMENT WITH THE TOWN OF WICKENBURG FOR LAW ENFORCEMENT AND SECURITY SERVICES FOR EVENTS AT THE UNIVERSITY OF PHOENIX STADIUM ON BEHALF OF THE GLENDALE POLICE DEPARTMENT.

WHEREAS, the Town of Wickenburg and the City of Glendale wish to enter into an intergovernmental agreement to assist with law enforcement and security services during events at the University of Phoenix Stadium.

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

SECTION 1. That it is deemed in the best interest of the City of Glendale and the citizens thereof that the intergovernmental agreement between the City of Glendale and the Town of Wickenburg for law enforcement and security services for events at the University of Phoenix Stadium be entered into, which agreement is now on file in the office of the City Clerk of the City of Glendale.

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

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this _____ day of _____, 2015.

_____
M A Y O R

ATTEST:

_____
City Clerk (SEAL)

APPROVED AS TO FORM:

_____
City Attorney

REVIEWED BY:

_____
Acting City Manager

INTERGOVERNMENTAL AGREEMENT
BETWEEN
CITY OF GLENDALE AND TOWN OF WICKENBURG

THIS INTERGOVERNMENTAL AGREEMENT (this "Agreement") is entered into pursuant to Arizona Revised Statutes ("A.R.S.") § 11-952 by the City of Glendale ("Glendale") and the Town of Wickenburg ("Wickenburg"), collectively known herein as the "parties".

RECITALS

A. The University of Phoenix Stadium in Glendale (the "Stadium") is located within Glendale's corporate limits and Glendale has jurisdictional authority over and public safety interests in the operation of the Stadium; and

B. Global Spectrum Enterprises, L.L.C., an Arizona limited liability company ("Global Spectrum") is managing the Stadium on behalf of the Arizona Sports and Tourism Authority; and

C. Global Spectrum has the need for qualified personnel to provide law enforcement security services at the Stadium; and

D. The parties desire to participate in providing law enforcement security services to Global Spectrum for the Stadium by making available Wickenburg Police Department ("WPD") and Glendale Police Department ("GPD") officers in accordance with the terms set forth herein.

E. The parties desire to enter into this Agreement to cooperatively provide the necessary law enforcement and security services while acknowledging Glendale's primary responsibility for law enforcement at the Stadium.

AGREEMENT

Therefore, in consideration of the foregoing recitals, the covenants, promises, terms and conditions set forth herein, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereby agree as follows:

1. **Purpose and Intent.** The purpose of this Agreement is to provide the means through which the parties intend to provide professional law enforcement and security services to Global Spectrum by maximizing cooperation, by integrating the WPD and GPD assets, and by addressing issues including, command, control, personnel, planning, and training.

2. **Supervision and Staffing.**

   2.1 Wickenburg acknowledges that command and control for all events worked for Global Spectrum pursuant to this Agreement (individually "Event" and collectively "Events") shall be the duty and responsibility of GPD.

   2.2 In carrying out this responsibility, GPD will in good faith assign officers to work Events in accordance with the procedures adopted in consultation with the Chiefs of Police for all of the member agencies providing officers to Events.

   2.3 Wickenburg agrees and understands that entities other than Glendale and the GPD have input into the decisions regarding whether, and to what extent, law enforcement will provide

service for Events; however, Glendale will provide information regarding staffing decisions to Wickenburg as soon as it becomes available.

3. Assigned Personnel

3.1 Wickenburg shall have the discretion to determine which and how many of its officers will be allowed to apply for assignments at Events and how many officers will be assigned to the Events (hereinafter referred to as "Assigned Officers").

a. All Assigned Officers will be required to enter into temporary employment contracts with Glendale.

b. The contract will outline the mutual responsibilities of the Assigned Officer and Glendale and will specify that the Assigned Officers are "at will" temporary employees of Glendale and that either party can terminate the contract, with or without cause at any time and without notice.

c. If possible, Glendale will consult with Wickenburg prior to terminating any Assigned Officer.

3.2 While working an Event, the Assigned Officers must wear uniforms approved by WPD, and the Assigned Officers may carry other equipment authorized by WPD.

3.3 When working an Event, GPD will make available to Assigned Officers forms and other supplies that are necessary to work the Event.

3.4 Upon termination of this Agreement and conclusion of any assignments, all personal property, assets, equipment, and supplies used by the parties and Assigned Officers in performance of their responsibilities shall remain with or be returned to the owner of such property.

3.5 Any inconsistency between GPD and WPD rules or regulations and all operational disputes will immediately be brought to the attention of the Glendale Police Chief and will be fully and finally addressed and resolved by the Glendale Police Chief in accordance with his or her determination of the best practices under the circumstances. The Glendale Police Chief may delegate this responsibility to a specific command officer.

4. Compensation, Insurance and Reporting

4.1 The parties agree that during Events the Assigned Officers shall be temporary employees of Glendale for compensation purposes and not independent contractors; provided however, that each such Assigned Officer will at all times also be deemed an employee of WPD and nothing in this Agreement is intended to contradict or otherwise modify the provisions of A.R.S. § 23-1022 (D).

4.2 Each Assigned Officer who works an Event will be paid the negotiated hourly rate, less the $5.00 per hour administrative fee that is paid by Global Spectrum directly to Glendale and applied to the cost of providing liability coverage as set forth below.

a. Assigned Officers' compensation shall be subject to all applicable federal and state taxes, which shall be deducted prior to payment, and which shall be evidenced by a W-2 statement issued by Glendale to each Assigned Officer.

b. Each officer's home agency (primary employer) shall provide the workers' compensation coverage in such amounts and under the same terms and conditions as other sworn, full-time employees for all Assigned Officers.

c. Except for liability coverage, Assigned Officers are not entitled to any other employee benefits or compensation from Glendale.

4.3 Glendale shall make available to the WPD information about the hours worked by Assigned Officers not later than seven days following each Event to enable WPD to properly monitor and regulate the hours worked by all of their Assigned Officers.

4.4 Each party affirms that it has complied with the provisions of A.R.S. § 23-1022 (E) with respect to activities addressed by the Agreement.

5. Indemnification

5.1 To the extent permitted by law, Glendale shall indemnify, defend, save and hold harmless Wickenburg, its departments, agencies, boards, commissions, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") for, from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent acts or willful misconduct of the Assigned Officers.

5.2 Glendale's indemnity includes any Claim or amount due arising out of the failure of such Indemnitee to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree.

5.3 It is agreed that Glendale will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable and in consideration of the covenants and promises set forth in this Agreement, Glendale agrees to waive all rights of subrogation against Wickenburg, its officers, officials, agents and employees for losses arising from the work performed by Wickenburg's Assigned Officers under this Agreement.

6. Media Releases and Relations

6.1 Any release of information to the media, other than a public records release, regarding an Event or any activities under this Agreement will be coordinated by Glendale in cooperation with Wickenburg but, except as provided below, no unilateral media releases will be distributed by Wickenburg without the prior approval of Glendale.

6.2 A copy of all public record and media releases regarding an Event or any activities under this Agreement shall be forwarded to Glendale prior to release; provided however, if an incident is primarily focused upon or concerned with the actions of WPD's Assigned Officer, WPD will be responsible for the release of information to the media relative to the incident.

6.3 The parties will not reveal any investigative information or operational procedures except as required by law.

7. **Arizona POST certification**

7.1 Relative to its Assigned Officers, Wickenburg agrees that it will be responsible to the Arizona Peace Officer's Standards and Training Board ("POST") for complying with all requirements mandated by Arizona Administrative Code Regulation R13-4-101 *et seq.*; including but not limited to, Wickenburg's responsibilities to POST for the hiring, fitness for duty, record-keeping, training, and testing requirements imposed upon law enforcement agencies employing police officers in Arizona.

7.2 Glendale and Wickenburg agree to cooperate to ensure any issues that arise relative to POST certification are resolved in a reasonable and efficient manner.

8. **Execution, Duration and Renewal**

8.1 This Agreement will be effective immediately upon the approval of both parties' governing bodies and shall remain in full force and effect until June 30, 2018.

8.2 This Agreement may be executed in counterparts.

8.3 This Agreement may be renewed for successive additional three (3) year periods upon mutual consent of the parties.

9. **General Provisions**

9.1 Entire Agreement. This Agreement embodies the entire understanding of the parties and supersedes any other agreement or understanding between the parties relating to the subject matter of this Agreement.

9.2 Severability. The provisions of this Agreement are severable to the extent that any provision or application held to be invalid by a court of competent jurisdiction shall not affect any other provision or application of the Agreement which may remain in effect without the invalid provision or application.

9.3 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona.

9.4 Conflict of Interest. This Agreement may be canceled by any of the parties pursuant to the provisions of A.R.S. § 38-511.

9.5 Termination. Wickenburg may, at any time, terminate this Agreement by giving Glendale not less than sixty (60) days prior written notice. Glendale may at any time terminate this Agreement by giving Wickenburg not less than sixty (60) days prior written notice.

9.6 Dispute Resolution. In the event of any dispute regarding the terms or the interpretation of this Agreement the parties command staff will consult with each other in an effort to settle the dispute, in good faith. If the parties are unable to settle the dispute, either party may terminate this agreement.

9.7 Waiver. The waiver of any breach of this Agreement shall not be deemed to amend this Agreement and shall not constitute a waiver of any other subsequent breach.

9.8 Headings. Headings of this Agreement are for convenience only and shall not affect the interpretation of this Agreement.

9.9 Further Acts. Each party shall execute and deliver all such documents and perform all such acts as reasonably necessary, from time to time, to carry out the matters contemplated by this Agreement.

10. E-Verify

10.1 The parties acknowledge that immigration laws require them to register and participate with the E-Verify program (employment verification program administered by the United States Department of Homeland Security and the Social Security Administration or any successor program) as they both employ one or more employees in this state.

10.2 The parties warrant that they have registered with and participate with E-Verify.

10.3 If either party later determines that the other non-compliant party has not complied with E-Verify, it will notify the non-compliant party by certified mail of the determination and of the right to appeal the determination. **The parties retain the legal right to inspect the papers of any employee who works pursuant to this agreement or any related subcontract to ensure compliance with the warranty given above.** Either party may conduct a random verification of the employment records of the other party to ensure compliance with this warranty.

10.4 Failure to comply shall be deemed a material breach of the Agreement that is subject to penalties up to and including termination of the Agreement.

11. Non- Discrimination

The parties must not discriminate against any employee or applicant for employment on the basis race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability.

[*signatures appear on the following pages*]

CITY OF GLENDALE

_____

City Manager

ATTEST:

_____

Pamela Hanna, City Clerk (SEAL)

CERTIFICATION BY LEGAL COUNSEL

The foregoing Intergovernmental Agreement between City of Glendale and the City of _____ is in proper form and is within the powers and authority of the City of Glendale granted under the laws of the State of Arizona.

APPROVED AS TO FORM AND AUTHORITY:

_____

Michael Bailey, City Attorney

TOWN OF WICKENBURG

BY: John H. Cook

NAME: _____

TITLE: Mayor

DATE: 6/1/15

ATTEST: _____

WICKENBURG TOWN CLERK

CERTIFICATION BY LEGAL COUNSEL

The foregoing Intergovernmental Agreement between City of Glendale and the Town of Wickenburg is in proper form and is within the powers and authority of the Town of Wickenburg granted under the laws of the State of Arizona.

APPROVED AS TO FORM AND AUTHORITY:

_____

WICKENBURG TOWN ATTORNEY

File #: 15-444, **Version:** 1

AUTHORIZATION TO ENTER INTO AMENDMENT NO. 1 TO THE INTERGOVERNMENTAL AGREEMENT WITH TOLLESON UNION HIGH SCHOOL DISTRICT NO. 214 FOR THE SERVICES OF A SCHOOL RESOURCE OFFICER AT ONE SCHOOL CAMPUS DURING THE 2014-15 SCHOOL YEAR

Staff Contact: Debora Black, Police Chief

Purpose and Recommended Action

This is a request for City Council to waive reading beyond the title an adopt a resolution authorizing the Acting City Manager to enter into Amendment No. 1 to the intergovernmental agreement (IGA) with Tolleson Union High School District No. 214 (TUHSD214) for the services of a school resource officer (SRO) at one school campus during the 2014-15 school year.

Background

In late June 2014, Copper Canyon High School, which is part of TUHSD214, was selected to receive a portion of almost $12 million in grant funding, supplied by the School Safety Oversight Committee, for school safety programs to add officers to school sites across the state. The Glendale Police Department entered into an IGA with TUHSD214 on September 9, 2014 (C9201) to provide the services of a school resource officer at one school campus during the 2014-15 school year.

Prior to entering into the agreement, GPD estimated the annual cost of providing an SRO to the school for the ten (10) month school year as $72,775.31, with this amount reflected in the original IGA. The estimate was based on the salary of a vacant entry level officer position; however, it was later determined the actual average officer salary for the more seasoned officers serving in SRO positons is actually $93,990.73 for ten (10) months. This amount includes the base salary and the five grant-reimbursable employee related expenses. The Arizona Department of Education, who is responsible for providing the grant funds utilized by TUHSD214 for the reimbursement to GPD for the SRO, was notified and agreed to the adjusted amount and allowed the change to the grant funds for the 2014-15 school year and all additional years the grant is extended. TUHSD214 requested an amendment to the original IGA.

Analysis

City Attorney's Office staff has reviewed and approved the amendment, and staff is recommending City Council adopt the proposed resolution authorizing Amendment No. 1 to the IGA with TUHSD214.

Previous Related Council Action

On September 9, 2014, City Council adopted a resolution authorizing the City Manager to enter into an IGA with TUHSD214 to assign one GPD officer to Copper Canyon High School to serve as an SRO for the 2014-15

school year.

Budget and Financial Impacts

The additional reimbursement amount of $21,215.42 will be deposited into the City's General Fund.

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RESOLUTION NO. 4990 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF AMENDMENT NO. 1 TO THE INTERGOVERNMENTAL AGREEMENT WITH TOLLESON UNION HIGH SCHOOL DISTRICT NO. 214 AMENDING PAYMENT AMOUNT AND THE SCOPE OF THE AGREEMENT.

WHEREAS, on September 9, 2014, City Council authorized the City Manager to enter into an intergovernmental agreement with Tolleson Union High School District No. 214 for the assignment of one school resource officer at Copper Canyon High School to aid in reducing crime through education, positive interaction and enforcement; and

WHEREAS, Tolleson Union High School District and the City of Glendale wish to enter into Amendment No. 1 of said agreement to amend payment amount and the scope of the Agreement.

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

SECTION 1. That it is deemed in the best interest of the City of Glendale and the citizens thereof that Amendment No. 1 to the Intergovernmental Agreement with Tolleson Union High School District No. 214 amending the payment amount and the scope of the Agreement be entered into, which agreement is on file in the office of the City Clerk of the City of Glendale.

SECTION 2. That the City Manager or designee and the City Clerk be authorized and directed to execute and deliver all documents necessary on behalf of the City of Glendale.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this _____ day of _____, 2015.

_____
M A Y O R

ATTEST:

_____
City Clerk (SEAL)

APPROVED AS TO FORM:

_____
City Attorney

REVIEWED BY:

_____
Acting City Manager
iga_pd_amend tuhs.doc

AMENDMENT NO. 1 to
CITY OF GLENDALE
AND
TOLLESON UNION HIGH SCHOOL DISTRICT NO. 214
FOR
SERVICES OF SCHOOL RESOURCE OFFICERS

This Amendment No. 1 amends the Intergovernmental Agreement Between The City of Glendale and Tolleson Union High School District No. 214 for Services of School Resource Officer ("Agreement") and is between City of Glendale, a municipal corporation ("City"), and the Tolleson Union High School District No. 214 ("District"), a political subdivision of the State of Arizona and is effective as of the date it is executed.

RECITALS

A. The Agreement was entered into on or about September 9, 2014, to provide one School Resource Officer for the Copper Canyon High School campus for the 2014-2015 school year, with an option for providing services for summer school.

B. The parties mutually desire to amend the Agreement to increase the payment amount and to affirm that summer school will be included in the scope of the Agreement.

AMENDMENT

The parties hereby agree as follows:

1. Paragraph 1(a) of the Agreement, "General Terms and Conditions-Term" is amended by replacing the termination date of "May 22, 2015" with "June 30, 2015."

2. Paragraph 3(a)(1) of the Agreement, "Obligations of the District" is amended by replacing "an amount not to exceed $72,775.31 for the 2014-2015 school year for the SRO's benefits and salary unless summer school is assigned to CCHS, in which case with District will pay the City an amount not to exceed $80,052.83 for the 2014-2015 school year and summer school session" with "an amount not to exceed $93,990.73 for the 2014-2015 school year and $8,457.00 for the 2014-2015 summer school session to be held at CCHS."

3. Except as otherwise amended herein, all other terms and conditions of the Agreement and any prior amendments not in conflict with this Amendment shall remain in full force and effect. If there is a conflict or ambiguity among amendments and the Agreement, the documents in the following order prevail and control: 1) the most recent amendment; 2) the original agreement.

IN WITNESS WHEREOF, the City and the District have executed this Agreement as of the date of the last signature set forth below.

CITY OF GLENDALE, an Arizona municipal corporation

_____
Richard A. Bowers, Acting City Manager

ATTEST:

_____
Pamela Hanna, City Clerk (SEAL)

APPROVED AS TO FORM:

_____
Michael D. Bailey, City Attorney

By: _____
Tolleson Union High School District No. 214

Approved as to Form and within the powers and authority of the District:

_____
Legal Counsel for the District

File #: 15-448, **Version:** 1

AUTHORIZATION TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH TOLLESON UNION HIGH SCHOOL DISTRICT NO. 214 FOR THE SERVICES OF A SCHOOL RESOURCE OFFICER AT ONE SCHOOL CAMPUS DURING THE 2015-16 SCHOOL YEAR

Staff Contact: Debora Black, Police Chief

Purpose and Recommended Action

This is a request for City Council to waive reading beyond the title and adopt a resolution authorizing the Acting City Manager to enter into an intergovernmental agreement (IGA) with Tolleson Union High School District No. 214 (TUHSD214) to assign one Glendale Police Officer at a select campus to serve as a School Resource Officer (SRO) during the 2015-16 school year.

Background

SROs were assigned to schools in the Glendale area from 1992-2010. This program was primarily funded through grants received by the school districts and was found to be very effective for both the schools and the Glendale Police Department (GPD). Assigned SROs serve as a liaison between the school and the GPD; promoting crime prevention and police/community relations in the school and to other groups that have a potential impact on juvenile crime. The SROs educate the students and school personnel by providing relevant and informative educational programs dealing with peer pressure, child abuse, gangs, drug awareness, and other related issues. The SROs work on campus while school is in session. During the summer break SROs complete duties assigned by the Police Department.

In 2011, due to a lack of grant funding, the assignment of SROs at campuses was discontinued. In 2013, a few school districts, including TUHSD214, were able to locate funding in their budgets and began participating in the program once again. In late June 2014, the School Safety Program Oversight Committee agreed to spend almost $12 million in the upcoming school year on school safety programs to add officers to school sites across the state. Copper Canyon High School, which is part of TUHSD214, was among the schools selected to receive funds. One officer was assigned to Copper Canyon High School for the 2014-15 school year. Grant funding is continuing for the 2015-16 school year and this IGA will allow the high school to continue with an SRO for the new school year.

Analysis

If approved, one officer will be assigned to Copper Canyon High School and the term of the agreement shall be from July 30, 2015 until June 30, 2016. Staff is recommending that Council adopt a resolution authorizing the City Manager to enter into an IGA with TUHSD214 to assign one Glendale Police Officer at the select campus to serve as an SRO.

Previous Related Council Action

On September 9, 2014, Council adopted a resolution (No. 4851 New Series) authorizing the City Manager to enter into an IGA with TUHSD214 to assign one Glendale Police Officer at a select campus to serve as an SRO.

Community Benefit/Public Involvement

This partnership allows GPD to continue educational efforts in local schools while increasing police visibility and presence in the community.

Budget and Financial Impacts

The yearly salary and benefits for the SRO was estimated at $112,788.88. TUHSD214 received grant funding to pay approximately 83% of the officer's salary and grant-reimbursable employee related expenses, or $93,990.73, covering the ten months of the school year. The remaining $18,798.15 of the officer's salary and benefits will be paid for by the Police Department.

Cost	Fund-Department-Account
$18,789.15	**1840-33228-500200, School Resource Officer IGAs-Training Salaries**

Capital Expense? No

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?

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RESOLUTION NO. 4991 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF AN INTERGOVERNMENTAL AGREEMENT WITH TOLLESON UNION HIGH SCHOOL DISTRICT NO. 214 FOR SERVICES OF A SCHOOL RESOURCE OFFICER AT COPPER CANYON HIGH SCHOOL TO AID IN REDUCING CRIME THROUGH EDUCATION, POSITIVE INTERACTION AND ENFORCEMENT.

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

SECTION 1. That it is deemed in the best interest of the City of Glendale and the citizens thereof that an intergovernmental agreement with the Tolleson Union High School District No. 214 for the assignment of one police officer at Copper Canyon High School to aid in reducing crime on the school campus through education, positive interaction and enforcement be entered into, which agreement is on file in the office of the City Clerk of the City of Glendale.

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

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this _____ day of _____, 2015.

_____
M A Y O R

ATTEST:

_____
City Clerk (SEAL)

APPROVED AS TO FORM:

_____
City Attorney

REVIEWED BY:

_____
Acting City Manager

iga_pd_tuhsd.doc

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE CITY OF GLENDALE
AND
TOLLESON UNION HIGH SCHOOL DISTRICT NO. 214
FOR
SERVICES OF SCHOOL RESOURCE OFFICERS

This Intergovernmental Agreement ("Agreement") is entered into this ____ day of _____, 2015, by and between the City of Glendale, a municipal corporation ("City"), and the Tolleson Union High School District No. 214 ("District"), for Copper Canyon High School, 9126 West Camelback Road, Glendale, Arizona, 85305 ("CCHS"), a political subdivision of the State of Arizona. (City and District are referred to herein individually as a "Party" and collectively as the "Parties").

RECITALS

A. The District has funding available through its School Safety Program Grant to fund school resource officer services ("SRO Services") for CCHS.

B. The City and the District desire to enter into an agreement whereby the City will provide a sworn, certified police officer to provide SRO Services at CCHS during the 2015-2016 school year (the "School Year").

C. The District is authorized to enter into the Agreement pursuant to A.R.S. §§ 15-342 and 11-952.

D. The City is authorized to enter into this Agreement pursuant to A.R.S. § 11-952.

AGREEMENT

Now, therefore, in consideration of the foregoing recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. General Terms and Conditions
    a. Term. The term of this Agreement shall be from July 30, 2015 until June 30, 2016 (the end of the school year).

    b. Relationship of Parties. City shall have the status of an independent contractor for the purpose of this Agreement. The School Safety Officer ("SRO") assigned to the School shall be considered an employee of the City and shall be subject to its control and supervision. The SRO will be subject to the current procedures in effect for police officers of the Glendale Police Department ("GPD"), including

attendance at all mandated training and testing to maintain police officer certification. The City, and not the District, shall determine the time of its performance of the SRO Services agreed to in this Agreement, so long as it complies with the scope of work set out in this Agreement in Section 2 and all of its subparagraphs. This Agreement is not intended to, and will not constitute, create, give rise to, or otherwise recognize a joint venture, partnership, or formal business association or organization of any kind between the Parties, and the rights and obligations of the Parties shall be only those expressly set forth in this Agreement. The Parties agree that no person supplied by the District to accomplish the goal of this Agreement is a City employee and no rights under City civil service, retirement, or personnel rules accrue to any such person. The District does not have the authority to supervise or control the actual work of the City, its employees, or its subcontractors.

c. Chain of Command and Channels of Communication. The Principal or Principal's designee will communicate directly with the SRO's commanding officer about any issues or concerns involving the SRO. If there is an issue that cannot be resolved between the Principal or designee and the commanding officer, the District's Grants and Federal Programs Coordinator will communicate with the commanding officer or his/her superiors, as determined appropriate by the City.

d. Coordination of Processes to Address Student Misconduct. The Parties will work together to identify and streamline any separate processes for investigating and responding to acts of student misconduct that may also implicate criminal misconduct.

e. Records. Parties shall maintain the records required in this Agreement for a period of three years after the termination of this Agreement.

f. Program Continuation Subject to Appropriation. The provisions of this Agreement for payment of funds by the District shall be effective when funds are appropriated for purposes of this Agreement and are actually available for payment. If the District is denied the School Safety Grant, it may, at its discretion, initiate an Appeal under the School Safety Manual guidelines. The District shall be the sole judge and authority in determining the availability of funds under this Agreement and the District shall keep the City fully informed as to the availability of funds for this program. The obligation of the District to make any payment pursuant to this Agreement is a current expense of the District, payable exclusively from such annual appropriations, and is not a general obligation or indebtedness of the District. If the Governing Board of the District fails to appropriate money sufficient to pay the reimbursements as set forth in this Agreement during any immediately succeeding fiscal year, this Agreement shall terminate at the end of the then-current fiscal year and the City and the District shall be relieved of any subsequent obligation under this Agreement.

The City is obligated only to pay its obligations set forth in this Agreement as may lawfully be made from funds appropriated and budgeted for that purpose during the City's then current fiscal year. The City's obligations under this Agreement are current expenses subject to the "budget law" and unfettered legislative decision of the City concerning budgeted purposes and appropriation of funds. Should the City elect not to appropriate and budget funds to pay its Agreement obligations, this Agreement shall be deemed terminated at the end of the then current fiscal year term for which such funds were appropriate and budgeted for such purpose and the City shall be relieved of any subsequent obligation under this Agreement. The parties agree that the City has no obligation or duty of good faith to budget or appropriate the payment of the City's obligations set forth in the Agreement in any budget in any fiscal year other than the fiscal year in which the Agreement is executed and delivered. The City shall be the sole judge and authority in determining the availability of funds for its obligations under this Agreement. The City shall keep the District informed as to the availability of funds for this Agreement. The obligation of the City to make any payment pursuant to this Agreement is not a general obligation or indebtedness of the City. The District hereby waives any and all rights to bring any claim against the City from or relating in any way to City's termination of this Agreement.

g. Termination. Either Party may terminate this Agreement upon thirty (30) days prior written notice to the other Party at the addresses indicated below. Five (5) days after the District fails to make reimbursements as required by this Agreement, the City may terminate this Agreement by delivering ten (10) days written notice to the District. The District may terminate this Agreement immediately should the School Safety Grant funding became unavailable for any reason. The District further has the right to terminate this Agreement at any time that it appears in the reasonable judgment of the District that the SRO is displaying inappropriate conduct that negatively affects or distracts from the teaching environment. In such an event, the District shall direct the SRO to return to his/her GPD station and shall immediately contact the SRO's superior officer and/or another person designated by the City by telephone or fax to describe the situation and the District's concern. The City, then, shall have seventy-two (72) hours to correct the problem or to schedule a meeting with the District to attempt to resolve the issue. If the issue cannot be resolved, the District and the City agree:
    i. The City shall supply the District with another certified police officer, who is trained as an SRO and shall meet the requirements of Paragraph 2, to replace the SRO, or
    ii. The City and the District may mutually agree that the School will no longer have an SRO for the remainder of the school year, nor will the District be required to pay for the unfulfilled portion of the SRO's work (although District is required to pay for any work already performed by the SRO), or
    iii. District may terminate the Agreement.

The District shall not be required to pay for the SRO's services during any time the SRO is reassigned to the GPD pending resolution of an issue concerning inappropriate conduct.

h. Cancellation. This Agreement may be cancelled pursuant to A.R.S. § 38-511.

i. Dispute Resolution Process. The Parties agree that they shall use all reasonable efforts to resolve any dispute or claim through good faith negotiations. If the Parties are unable to resolve the dispute or claim through negotiations, upon written request of either party, the City's Police Chief or designee, and the School Principal or designee, will attempt to resolve the matter with ten (10) days of the date of the written request that referred the matter to them. If the matter is not resolved, the matter shall be immediately referred to the City Manager or designee and the District Superintendent or designee. If the matter is still not resolved within ten (10) days, the Parties may terminate this Agreement pursuant to Paragraph 1.g of this Agreement.

j. Entire Agreement. This Agreement comprises the entire agreement of the Parties and supersedes any other agreements or understandings, oral and written, whether previous to the execution of this Agreement or contemporaneous herewith. Any amendments or modifications to this Agreement shall be made only in writing and signed by the Parties to this Agreement.

k. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona.

l. Workers' Compensation. Any employee of either Party shall be deemed to be an "employee" of both public agencies while performing pursuant to this Agreement solely for the purposes of A.R.S. § 23-1022 and the Arizona Workers' Compensation laws. The primary employer shall be solely liable for any workers' compensation benefits that may accrue. Each Party shall post a notice pursuant to the provisions of A.R.S. § 23-1022 in substantially the following form:

> "All employees are hereby further notified that they may be required to work under the jurisdiction or control or within the jurisdictional boundaries of another public agency pursuant to an intergovernmental agreement or contract, and under such circumstances they are deemed by the laws of Arizona to be employees of both public agencies for the purposes of worker's compensation."

m. FERPA Compliance. The Parties will ensure that the dissemination and disposition of educational records complies at all times with the Family Educational Rights and Privacy Act of 1974 and any subsequent amendments thereto.

n. Non-Discrimination. The District nor City must not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identify or expression, genetic characteristics, familial status, U.S. military veteran status, or any disability. The District will require any Sub-contractor to be bound to the same requirements as stated within this section. The District, and on behalf of any sub-contractors, warrants compliance with this section.

o. Property Disposition. The Parties do not anticipate having to dispose of any property upon partial or complete termination of this Agreement. However, to the extent that such disposition is necessary, property shall be returned to its original owner.

p. E-Verify. The Parties acknowledge that immigration laws require them to register and participate with the E-Verify program (employment verification program administered by the United States Department of Homeland Security and the Social Security Administration or any successor program) as they both employ one or more employees in this state. The Parties warrant that they have registered with and participate with E-Verify. If either Party later determines that the other non-compliant Party has not complied with E-Verify, it will notify the non-compliant Party by certified mail of the determination and the right to appeal the determination.

To the extent applicable under A.R.S. § 41-4401, the Parties and their subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under A.R.S. § 23-214(A). The Parties also agree that any violation of this requirement shall be deemed a material breach of the contract that is subject to penalties up to and including termination of this Agreement. The Parties acknowledge that the other party retains the legal right to inspect the papers of the other Party's contractor and subcontractor employees that work on this Agreement to verify such compliance.

q. Fingerprinting Requirements. The City represents and warrants that it will ensure that each officer assigned to perform services on district property pursuant to this Agreement will be fingerprinted and successfully complete a background check performed by the City before such assignment.

r. Severability and Savings. If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement so long as the remainder of the Agreement is reasonably capable of completion without inequity to the Parties.

s. Notices. All notices relating to this Agreement shall be deemed given when mailed, by certified or registered mail, or overnight courier, to the other Party at

the address set forth below or such other addresses as may be given in writing from time to time:

If to CITY:	Glendale Police Department Attn: Chief Debora Black 6835 North 57th Drive Glendale, Arizona 85301
With a copy to:	Glendale City Attorney 5850 West Glendale Avenue Glendale, Arizona 85301
If to DISTRICT:	Tolleson Union High School District No. 214 Attn: Hilda Ortega-Rosales 9801 West Van Buren Street Tolleson, Arizona 85353
With a copy to:	Udall Shumway, PLC Attn: Cathleen Dooley 1138 N. Alma School Road, Ste. 101 Mesa, Arizona 85201

t. Time References. All references to "days" within this Agreement mean calendar days, and not business days.

u. Both parties to the Agreement accept the guidelines as set out in the School Safety Program Manual, which is attached as Exhibit A to this Agreement.

2. Obligations of the City:

a. During the School Year, the City shall provide SRO Services to the District at CCHS on an hourly basis, as required by the Principal, but not to exceed forty (40) hours per week. In determining which GPD Officer(s) to assign as SRO to the District's CCHS, the City will review and consider the SRO Recommended Qualifications and Recommended Job Description set out in the School Safety Program guidelines (Ex. A). If feasible in the sole discretion of City, the SRO assigned to the school will be the same individual from year to year if new agreements are executed for the remainder of the School Safety Program Grant. The City agrees that in the event it provided SRO Services throughout the three year School Safety Grant Program at CCHS, it will assign no more than three separate SROs to CCHS during the three year cycle.

b. The City agrees to involve the District, including CCHS personnel, in the selection process for assigning an officer to the SRO position if the currently assigned officer must be replaced. This process will include allowing a CCHS administrator to be on the final selection committee once GPD has identified final candidates for the position. The City agrees that it will select an officer for the

SRO position who demonstrates a commitment to the goals of the School Safety Grant.

c. The City will invoice the District for payment of the SRO's services on a monthly basis.

d. During the days the School is not in session, the police officer assigned as a SRO shall perform his/her regular police duties at a station as determined by the Chief of Police or his/her designee. The City agrees that it is responsible for 100% of the SRO's salary and expenses when the SRO is assigned to work at another location during times the School is not in session.

e. The City shall ensure that the designated GPD officer(s) performing SRO Services attend annual training provided by the Arizona Department of Education ("ADE").

f. The City shall ensure that the SRO's GPD supervisor attends training provided by the ADE.

g. The SRO(s) performing SRO Services shall fulfill their duties as sworn law enforcement officers for the State of Arizona. SROs must be present and accessible on the CCHS campus as assigned by the Grant. Absent an emergency, the SRO shall not be called away from the CCHS. If the SRO is called away on police business, including but not limited to City-mandated training, City-mandated meetings, City-related emergencies, etc., the District shall not be invoiced for that time and the costs shall be borne by the City. If the SRO is attending an SRO-related training or other activity mandated by the Grant, the District shall be invoiced for that time.

h. The City shall ensure that the SRO(s) assigned to CCHS complete 180 hours of Law Related Education ("LRE"), which shall consist of 80 hours of classroom instruction to ongoing cohort groups of students, and at least 100 hours of universal instruction.

i. The SRO will maintain a weekly activity log that tracks his/her LRE instruction hours, teacher and subject or staff/community group the instruction was directed at, the topic of each LRE lesson, and the time that the SRO spends off of CCHD campus during duty hours. The SRO shall also provide a monthly recap of LRE activities, law enforcement activity, and time on campus to be presented to the Principal.

j. The City shall, within ten (10) business days of a request by the District, provide verification to the District of the SRO's successful criminal records check, e.g., a copy of current fingerprint clearance card, copy of criminal records report, etc.

k. To the extent permitted by law, City specifically agrees that it shall indemnify the District, for costs, including, but not limited to, actual damages, compensatory damages, punitive damages, and any related attorneys' fees and costs that arise from an SRO's use of physical force on students or the interviewing and searching of students where the SRO is acting outside of or in excess of the District's rules and policies related to use of physical force or interviewing and searching students.

l. The SRO assigned to CCHS shall:

i. Serve as a liaison between the School and GPD.
ii. Solicit and promote crime prevention and police/community relations in School and/or to other groups that have a potential impact on juvenile crime.
iii. Consult with students, parents, teachers, and School officials regarding problems and issues and will be knowledgeable of referral agencies in order to provide information to the requesting parties.
iv. Work with other unit members and School personnel and provide supervision in a positive, cooperative, and productive manner.
v. Enforce all applicable laws in a fair and consistent manner.
vi. Perform tasks or assignments as instructed by the GPD supervisor.
vii. Educate the students and School personnel by providing relevant and informative educational programs.
viii. Be flexible in his/her work schedule to attend major events (without causing the SRO to incur overtime hours) as deemed appropriate by School administration.
ix. Maintain a highly visible presence on and around campus.
x. Be available for duty at CCHS each day that School is in session during the regular school year. Other than any GPD-related activities that the SRO may perform when not at the School, the SRO's activities will be restricted to CCHS except for:
    1. Follow-up home visits when needed as a result of School related student problems.
    2. Incentive programs approved by the Parties.
    3. In response to off-campus, but School related criminal activity.
    4. In response to emergency police activities.
    5. To attend mandatory GPD meetings.
    6. To attend mandatory GPD programs to maintain continuing proficiency standards to maintain police officer certification.
    7. To attend any scheduled court hearings, trials, or grand jury that requires the SRO's appearance.

3. Obligations of the District:
    a. The District shall reimburse the City monthly for the services the City provides pursuant to its obligations identified in Paragraph 2 of this Agreement. Specifically, the District agrees:

i. To pay the City an amount not to exceed $93,990.73 for the 2015-2016 school year for the SRO's benefits and salary. The District will pay the City an amount not to exceed $8,754.00 for the 2015-2016 summer school session.
ii. The District will not pay for SRO Services for any times that school is not in session, nor for any personal vacations or sick leave taken by the SRO during times that school is in session. To pay the City an amount not to exceed $93,990.73 for the 2015-2016 school year for the SRO's benefits and salary. The Fiscal Year (FY) 2016 School Safety Program application is a continuation application for year two of a three year grant. Requests for salary and benefits (under purchased professional services) for a continuing officer must be consistent with the FY 2015 approved salary and benefits amount for that officer. Upward adjustments in salary and benefits cannot be accepted. If the actual salary of an officer is less than what was approved in FY 2015, the lesser amount of the two must be requested.
iii. The SRO's time worked at CCHS must be substantiated by time cards and approved by the Principal or his/her designee. The District and the City shall share equally the cost of the SRO's overtime worked on school-related investigations, with each Party paying 50% of the cost, not to exceed 20 hours annually. The District shall not use Program Grant funds to pay any part of overtime costs for the SRO's overtime. The SRO must obtain approval from the GPD before working on any school-related overtime. Overtime payments shall not exceed, under any circumstance, twenty (20) hours annually. The City shall pay 100% of the SRO's costs during the one month summer vacation and any other times that school is not in session and the City assigns the SRO to City related duties.
iv. The District shall pay invoices from the City within fifteen (15) days of receipt, so long as proper documentation is on file to support the invoiced amount.

b. The District shall provide office space that provides privacy for the SRO to conduct confidential business. The office shall include the necessary equipment for the SRO to effectively perform his/her duties.

c. The District will complete an SRO performance assessment twice per year. The SRO(s) will assist the Principal with the preparation of the assessment based upon requirements of ADE and the District. The District will share the performance assessment with the SRO's GPD supervisor.

d. The District shall provide $100 for classroom instructional supplies for the SRO as may be incurred throughout the School Year. The District shall pay travel-related expenses incurred by the SRO for attending mandatory ADE SRO training, if the grant allocates funding.

e. No District or CCHS administrator shall interfere with the sworn law enforcement duties of a GPD officer. It is agreed, however, that at such times as the SRO is acting within the role of a sworn law enforcement officer but is also acting outside of or in excess of District rules and policies regarding interviewing and searching students and/or the use of appropriate physical force on students, the City shall hold the District harmless from such actions by the SRO. The SRO shall not be responsible for assistance in administrative discipline, unless a definitive danger is perceived by school staff or the student is suspected of breaking a criminal law.

f. The District shall provide a complete copy of the School Safety Program grant application and aware to each SRO when s/he begins service at CCHS.

IN WITNESS WHEREOF, the City and the District have executed this Agreement as of the date of the last signature set forth below.

CITY OF GLENDALE, an Arizona municipal corporation

_____
Richard A. Bowers, Acting City Manager

ATTEST:

_____
Pamela Hanna, City Clerk (SEAL)

APPROVED AS TO FORM:

_____
Michael D. Bailey, City Attorney

By: _____
Tolleson Union High School District No. 214

Approved as to Form and within the powers and authority of the District:

_____
Legal Counsel for the District

File #: 15-449, **Version:** 1

AUTHORIZATION TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH PEORIA UNIFIED SCHOOL DISTRICT FOR THE SERVICES OF A SCHOOL RESOURCE OFFICER AT TWO SCHOOL CAMPUSES DURING THE 2015-16 SCHOOL YEAR

Staff Contact: Debora Black, Police Chief

Purpose and Recommended Action

This is a request for City Council to waive reading beyond the title and adopt a resolution authorizing the Acting City Manager to enter into an intergovernmental agreement (IGA) with Peoria Unified School District (PUSD) to assign one Glendale Police Officer at each of the two select campuses to serve as a School Resource Officer (SRO) during the 2015-16 school year.

Background

SROs were assigned to schools in the Glendale area from 1992-2010. This program was primarily funded through grants received by the school districts and was found to be very effective for both the schools and the Glendale Police Department (GPD). Assigned SROs serve as a liaison between the school and the GPD; promoting crime prevention and police/community relationships in the schools and to other groups that have a potential impact on juvenile crime. The SROs educate the students and school personnel by providing relevant and informative educational programs dealing with peer pressure, child abuse, gangs, drug awareness, and other related issues. The SROs work on campus while school is in session. During the summer break SROs complete duties assigned by the GPD.

In 2011, due to a lack of grant funding, the assignment of SROs at campuses was discontinued. In 2013, a few school districts, including PUSD, were able to locate funding in their budgets and began participating in the program once again. PUSD has identified funding for the 2015-16 school year and this IGA will allow the continuation of an existing program for SROs at Cactus High School and Ironwood High School for the new school year beginning on August 10, 2015.

Analysis

If approved, one officer will be assigned to Cactus High School, and one officer will be assigned to Ironwood High School, until May 25, 2016. Staff is recommending that Council adopt a resolution authorizing the City Manager to enter into an IGA with PUSD to assign one Glendale Police Officer at each of the two select campuses to serve as an SRO.

Previous Related Council Action

On September 9, 2014, Council adopted a resolution (No. 4850 New Series) authorizing the City Manager to enter into an IGA with PUSD to assign one Glendale Police Officer at each of the two select campuses to serve as an SRO.

Community Benefit/Public Involvement

This partnership allows the GPD to continue educational efforts in local schools while increasing police visibility and the presence in the community.

Budget and Financial Impacts

The yearly salary and benefits for each SRO was estimated at $112,788.88 per officer. PUSD will pay $78,084 for each officer at each school, covering 36 weeks of the school year. The remaining $34,704.88 of each officer's salary and benefits will be paid for by the Police Department.

Cost	Fund-Department-Account
$69,409.76	**1840-33228-500200, School Resource Officer IGAs-Training Salaries**

Capital Expense? No

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?

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RESOLUTION NO. 4992 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF AN INTERGOVERNMENTAL AGREEMENT WITH PEORIA UNIFIED SCHOOL DISTRICT FOR SERVICES OF SCHOOL RESOURCE OFFICERS AT THE FOLLOWING SCHOOLS: ONE POLICE OFFICER AT CACTUS HIGH SCHOOL AND ONE POLICE OFFICER AT IRONWOOD HIGH SCHOOL TO AID IN REDUCING CRIME THROUGH EDUCATION, POSITIVE INTERACTION AND ENFORCEMENT.

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

SECTION 1. That it is deemed in the best interest of the City of Glendale and the citizens thereof that an intergovernmental agreement with the Peoria Unified School District for one police officer at Cactus High School and one police officer at Ironwood High School to aid in reducing crime on the school campus through education, positive interaction and enforcement be entered into, which agreement is one file in the office of the City Clerk of the City of Glendale.

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

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this _____ day of _____, 2015.

_____
M A Y O R

ATTEST:

_____
City Clerk (SEAL)

APPROVED AS TO FORM:

_____
City Attorney

REVIEWED BY:

_____
Acting City Manager

iga_pd_pusd.doc

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE CITY OF GLENDALE
AND
PEORIA UNIFIED SCHOOL DISTRICT
FOR
SERVICES OF SCHOOL RESOURCE OFFICERS

This Intergovernmental Agreement ("Agreement") is entered into this ____ day of _____ 2015, by and between the City of Glendale, a municipal corporation ("City"), and the Peoria Unified School District ("District"), for Cactus High School, 6330 West Greenway Road, Glendale, AZ 85306, and Ironwood High School, 6051 West Sweetwater Avenue, Glendale, AZ 85304 ("Schools"), political subdivisions of the State of Arizona. (City, District and Schools are referred to herein individually as a "Party and collectively as the "Parties").

WITNESSETH

1. Purpose of Agreement. The purpose of this Agreement is for the City to assign one police officer to each of the Schools from August 4, 2015 to May 24, 2016. The program is a cooperative effort between the City and the District. The police officers will work with and aid the School's administration and student population in reducing crime on the School's campus. Activities include education, positive police/student interaction, and enforcement of criminal laws.

2. Term. The term of the Agreement shall be from August 4, 2015 until the end of the School year, May 24, 2016. During the days the Schools are not in session, the police officers shall perform his/her regular police duties at a station as determined by the Chief of Police or his/her designee.

3. Termination. Either Party upon 30 days prior written notice may terminate the Agreement without cause.

4. Relationship of Parties. City shall have the status of an independent contractor for the purpose of this Agreement. The police officer assigned to the School, shall be considered an employee of the City and shall be subject to its control and supervision; however, the principal (or his/her designee) of the School will provide an evaluation of the assigned police officer to the Chief of Police or his/her designee. The police officer assigned to the School will be subject to the current procedures in effect for police officers of the Glendale Police Department ("GPD"), including attendance at all mandated training and testing to maintain state police officers certification. This Agreement is not intended to, and will not constitute, create, give rise to, or otherwise recognize a joint venture, partnership, or formal business association or organization of any kind between Parties, and the rights and obligations of the Parties shall be only those expressly set forth in this Agreement. The Parties agree that no person supplied by the District to accomplish the goal of this Agreement is a City employee and no rights under City civil service, retirement, or personnel rules accrue to such person.

5. Cost. District agrees to pay the City $78,084.00 for the 2015-16 school year based on a daily rate of $433.80 for 180 school days for each of the police officer's benefits/salary. The District will not be responsible for overtime (unless the District requests it) or other expenses relating to or resulting from police related activities, such as criminal investigations and response to gang fights, assaults, and arsons. Each Party will maintain a budget for expenditures under this Agreement. Payment from the District is due upon receipt of an itemized statement.

6. Police Officers Responsibilities. The police officer's duties and responsibilities while at their assigned School shall be as follows:

   6.1 Serve as a liaison between the School and GPD.
   6.2 Solicit and promote crime prevention and police/community relations in School and/or to other groups that have a potential impact on juvenile crime.
   6.3 Consult with students, parents, teachers, and School officials regarding problems and issues. Be knowledgeable of referral agencies in order to provide information to the requesting parties.
   6.4 Work with other unit members, School personnel, and provide supervision in a positive, cooperative and productive manner.
   6.5 Enforce all applicable laws in a fair and consistent manner.
   6.6 Perform authorized tasks or assignments as instructed by their GPD supervisor.
   6.7 Educate the students and School personnel by providing relevant and informative educational programs.
   6.8 Will be flexible in his/her work schedule to attend major events as deemed appropriate by School administration.
   6.9 Maintain a high visible presence on and around campus.

7. Time and Place of Performance. The police officer will be available for duty at the assigned School each day that the School is in session during the regular School year. The police officer's activities will be restricted to the designated School grounds except for:

   7.1 Follow-up home visits when needed as a result of School related student problems.
   7.2 Incentive programs approved by the Parties.
   7.3 In response to off campus, but School related criminal activity.
   7.4 In response to emergency police activities.
   7.5 Mandatory GPD meetings.
   7.6 Mandatory GPD programs to maintain continuing proficiency standards to maintain police officers certification.
   7.7 Any scheduled court hearings, trials or grand jury that requires the police officer's appearance.

8. District Responsibilities.

   8.1 The District will provide each police officer an office and such equipment, as is necessary, at their assigned School. The equipment shall include a telephone and filing space capable of being secured.
   8.2 The Schools agree to act reasonably and in good faith to assist the police officer in the performance of his/her duties and responsibilities.

9. Cancellation. The City and the District acknowledge that this Agreement is subject to cancellation by either Party pursuant to the provisions of A.R.S. § 38-511.

10. Program Continuation Subject to Appropriation. The provisions of this Agreement shall be effective when funds are appropriated for purposes of this Agreement and are actually available for payment by the District. The District shall be the sole judge and authority in determining the availability of funds under this Agreement. The District shall keep the City fully informed as to the availability of funds for its program. The obligation of the District to make any payment pursuant to this Agreement is a current expense of the District, payable exclusively from such annual appropriations, and is not a general obligation or indebtedness of the District. If the Board of the District fails to appropriate money sufficient to pay the reimbursements as set forth in this Agreement during any immediately succeeding fiscal year, this Agreement shall terminate at the end of then-current fiscal year and the City and the District shall relieved of any subsequent obligation under this Agreement.

11. Entire Agreement. This Agreement comprises the entire agreement of the Parties and supersedes any and all other agreements or understandings, oral and written, whether previous to the execution hereof or contemporaneous herewith. Any amendments or modifications to this Agreement shall be made only in writing and signed by the Parties to this Agreement.

12. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona.

13. Worker's Compensation. An employee of either Party shall be deemed to be an "employee" of both public agencies while performing pursuant to this Agreement solely for purposes of A.R.S. § 23-1022 and the Arizona Workers' Compensation laws. The primary employer shall be solely liable for any workers' compensation benefits, which may accrue. Each Party shall post a notice pursuant to the provisions of A.R.S. § 23-1022.

14. FERPA Compliance. Both Parties will ensure that the dissemination and disposition of educational records complies at all times with the Family Educational Rights and Privacy Act of 1974 and any subsequent amendments thereto.

15. Non-Discrimination. Both Parties agree to comply with all applicable provisions of state and federal laws and regulations, including the Americans with Disabilities Act and Executive Order 99-4, which is incorporated herein by reference, mandating non-discrimination and requiring that all persons, regardless of race, religion, sex, age, national origin or political affiliation shall have equal access to employment opportunity.

16. Property Disposition. The Parties do not anticipate having to dispose of any property upon partial or complete termination of this Agreement. However, to the extent that such disposition is necessary, property shall be returned to its original owner.

17. E-Verify. Both Parties acknowledge that immigration laws require them to register and participate with the E-Verify program (employment verification program administered by the United States Department of Homeland Security and the Social Security Administration or any successor program) as they both employ one or more employees in this state. Both Parties warrant that they have registered with and participate with E-Verify. If either Party later determines that the other non-compliant Party has not complied with E-Verify, it will notify the non-compliant Party by certified mail of the determination and of the right to appeal the determination.

18. Notice. All notices relating to this Agreement shall be deemed given when mailed, by certified or registered mail, or overnight courier, to the other Party at the address set forth below or such other address as may be given in writing from time to time:

If to CITY:	Glendale Police Department Attn: Chief Debora Black 6835 North 57th Drive Glendale, Arizona 85301
With a copy to:	Glendale City Attorney 5850 West Glendale Avenue Glendale, Arizona 85301
If to DISTRICT:	Peoria Unified School District Attn: Kenneth Hicks 6330 West Thunderbird Road Glendale, Arizona 85306

IN WITNESS HEREOF, the Parties, through their respective undersigned authorized officers, have duly executed this Agreement as of the day and year first written above.

CITY OF GLENDALE, an Arizona municipal corporation

_____
Richard A. Bowers, Acting City Manager

ATTEST:

_____
Pamela Hanna, City Clerk (SEAL)

APPROVED AS TO FORM:

_____
Michael D. Bailey, City Attorney

By: _____
Peoria Unified School District

Approved as to Form and within the powers and authority of the District:

_____
Legal Counsel for the District

File #: 15-452, **Version:** 1

AUTHORIZATION TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH GLENDALE UNION HIGH SCHOOL DISTRICT FOR THE SERVICES OF A SCHOOL RESOURCE OFFICER AT TWO SCHOOL CAMPUSES DURING THE 2015-16 SCHOOL YEAR

Staff Contact: Debora Black, Police Chief

Purpose and Recommended Action

This is a request for City Council to waive reading beyond the title and adopt a resolution authorizing the Acting City Manager to enter into an intergovernmental agreement (IGA) with Glendale Union High School District (GUHSD) to assign one Glendale Police Officer at each of the two select campuses to serve as a School Resource Officer (SRO) during the 2015-16 school year.

Background

SROs were assigned to schools in the Glendale area from 1992-2010. This program was primarily funded through grants received by the school districts and was found to be very effective for both the schools and the Glendale Police Department (GPD). Assigned SROs serve as a liaison between the school and the GPD; promoting crime prevention and police/community relations in the schools and to other groups that have a potential impact on juvenile crime. The SROs educate the students and school personnel by providing relevant and informative educational programs dealing with peer pressure, child abuse, gangs, drug awareness, and other related issues. The SROs work on campus while school is in session. During the summer break SROs complete duties assigned by the GPD.

In 2011, due to a lack of grant funding, the assignment of SROs at campuses was discontinued. In 2013, a few school districts, including GUHSD, were able to locate funding in their budgets and began participating in the program once again. In late June 2014, the School Safety Program Oversight Committee agreed to spend almost $12 million in the upcoming school year on school safety programs to add officers to school sites across the state. Glendale High School and Independence High School, which are part of GUHSD, were among the schools selected to receive funds. One officer was assigned to each school for the 2014-15 school year. Grant funding is continuing for the 2015-16 school year and this IGA will allow both schools to continue with an SRO for the new school year beginning August 10, 2015.

Analysis

If approved, one officer will be assigned to Glendale High School, and one officer will be assigned to Independence High School until May 25, 2016. Staff is recommending that City Council adopt a resolution authorizing the City Manager to enter into an IGA with GUHSD to assign one Glendale Police Officer at each of the two select campuses to serve as an SRO.

Previous Related Council Action

On September 9, 2014, Council adopted a resolution (No. 4849 New Series) authorizing the City Manager to enter into an IGA with GUHSD to assign one Glendale Police Officer at each of the two select campuses to serve as an SRO.

Community Benefit/Public Involvement

This partnership allows the GPD to continue educational efforts in local schools while increasing police visibility and the presence in the community.

Budget and Financial Impacts

The yearly salary and benefits for each SRO was estimated at $112,788.88 per officer. GUHSD received grant funding to pay approximately 83% of each officer's salary and grant-reimbursable employee related expenses, or $93,990.73 for each officer at each school, covering the ten months of the school year. The remaining $18,798.15 of each officer's salary and benefits will be paid for by the Police Department.

Cost	Fund-Department-Account
$37,578.30	**1840-33228-500200, School Resource Officer IGAs-Training Salaries**

Capital Expense? No

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?

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RESOLUTION NO. 4993 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF AN INTERGOVERNMENTAL AGREEMENT WITH GLENDALE UNION HIGH SCHOOL DISTRICT FOR SERVICES OF SCHOOL RESOURCE OFFICERS AT THE FOLLOWING SCHOOLS: ONE POLICE OFFICER AT GLENDALE HIGH SCHOOL AND ONE POLICE OFFICER AT INDEPENDENCE HIGH SCHOOL TO AID IN REDUCING CRIME THROUGH EDUCATION, POSITIVE INTERACTION AND ENFORCEMENT.

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

SECTION 1. That it is deemed in the best interest of the City of Glendale and the citizens thereof that an intergovernmental agreement with the Glendale Union High School District for one police officer at Glendale High School and one police officer at Independence High School to aid in reducing crime on the school campus through education, positive interaction and enforcement be entered into, which agreement is on file in the office of the City Clerk of the City of Glendale.

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

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this _____ day of _____, 2015.

_____
M A Y O R

ATTEST:

_____
City Clerk (SEAL)

APPROVED AS TO FORM:

_____
City Attorney

REVIEWED BY:

_____
Acting City Manager

iga_pd_guhsd.doc

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE CITY OF GLENDALE
AND
GLENDALE UNION HIGH SCHOOL DISTRICT
FOR
SERVICES OF SCHOOL RESOURCE OFFICERS

This Intergovernmental Agreement ("Agreement") is entered into this ____ day of _____ 2015, by and between the City of Glendale, a municipal corporation ("City"), and the Glendale Union High School District ("District"), for Glendale High School, 6216 West Glendale Avenue, Glendale, AZ 85301, and Independence High School, 6602 North 75th Avenue, Glendale, AZ 85303 ("Schools"), political subdivisions of the State of Arizona. (City, District and Schools are referred to herein individually as a "Party and collectively as the "Parties").

WITNESSETH

1. Purpose of Agreement. The purpose of this Agreement is for the City to assign one police officer to each of the Schools from August 10, 2015 to May 25, 2016. The program is a cooperative effort between the City and the District. The police officers will work with and aid the School's administration and student population in reducing crime on the School's campus. Activities include education, positive police/student interaction, and enforcement of criminal laws.

2. Term. The term of the Agreement shall be from August 10, 2015 until the end of the School year, May 25, 2016. During the days the Schools are not in session, the police officers shall perform his/her regular police duties at a station as determined by the Chief of Police or his/her designee.

3. Termination. Either Party upon 30 days prior written notice may terminate the Agreement without cause.

4. Relationship of Parties. City shall have the status of an independent contractor for the purpose of this Agreement. The police officer assigned to the School, shall be considered an employee of the City and shall be subject to its control and supervision; however, the principal (or his/her designee) of the School will provide an evaluation of the assigned police officer to the Chief of Police or his/her designee. The police officer assigned to the School will be subject to the current procedures in effect for police officers of the Glendale Police Department ("GPD"), including attendance at all mandated training and testing to maintain state police officers certification. This Agreement is not intended to, and will not constitute, create, give rise to, or otherwise recognize a joint venture, partnership, or formal business association or organization of any kind between Parties, and the rights and obligations of the Parties shall be only those expressly set forth in this Agreement. The Parties agree that no person supplied by the District to accomplish the goal of this Agreement is a City employee and no rights under City civil service, retirement, or personnel rules accrue to such person.

5. Cost. District agrees to pay the City $93,990.73 for the 2015-16 school year for each of the police officer's benefits/salary. The District will not be responsible for overtime (unless the District requests it) or other expenses relating to or resulting from police related activities, such as criminal investigations and response to gang fights, assaults, and arsons. Each Party will maintain a budget for expenditures under this Agreement. Payment from the District is due upon receipt of an itemized statement.

6. Police Officers Responsibilities. The police officer's duties and responsibilities while at their assigned School shall be as follows:

   6.1 Serve as a liaison between the School and GPD.
   6.2 Solicit and promote crime prevention and police/community relations in School and/or to other groups that have a potential impact on juvenile crime.
   6.3 Consult with students, parents, teachers, and School officials regarding problems and issues. Be knowledgeable of referral agencies in order to provide information to the requesting parties.
   6.4 Work with other unit members, School personnel, and provide supervision in a positive, cooperative and productive manner.
   6.5 Enforce all applicable laws in a fair and consistent manner.
   6.6 Perform authorized tasks or assignments as instructed by their GPD supervisor.
   6.7 Educate the students and School personnel by providing relevant and informative educational programs.
   6.8 Will be flexible in his/her work schedule to attend major events as deemed appropriate by School administration.
   6.9 Maintain a high visible presence on and around campus.

7. Time and Place of Performance. The police officer will be available for duty at the assigned School each day that the School is in session during the regular School year. The police officer's activities will be restricted to the designated School grounds except for:

   7.1 Follow-up home visits when needed as a result of School related student problems.
   7.2 Incentive programs approved by the Parties.
   7.3 In response to off campus, but School related criminal activity.
   7.4 In response to emergency police activities.
   7.5 Mandatory GPD meetings.
   7.6 Mandatory GPD programs to maintain continuing proficiency standards to maintain police officers certification.
   7.7 Any scheduled court hearings, trials or grand jury that requires the police officer's appearance.

8. District Responsibilities.

   8.1 The District will provide each police officer an office and such equipment, as is necessary, at their assigned School. The equipment shall include a telephone and filing space capable of being secured.
   8.2 The Schools agree to act reasonably and in good faith to assist the police officer in the performance of his/her duties and responsibilities.

9. Cancellation. The City and the District acknowledge that this Agreement is subject to cancellation by either Party pursuant to the provisions of A.R.S. § 38-511.

10. Program Continuation Subject to Appropriation. The provisions of this Agreement shall be effective when funds are appropriated for purposes of this Agreement and are actually available for payment by the District. The District shall be the sole judge and authority in determining the availability of funds under this Agreement. The District shall keep the City fully informed as to the availability of funds for its program. The obligation of the District to make any payment pursuant to this Agreement is a current expense of the District, payable exclusively from such annual appropriations, and is not a general obligation or indebtedness of the District. If the Board of the District fails to appropriate money sufficient to pay the reimbursements as set forth in this Agreement during any immediately succeeding fiscal year, this Agreement shall terminate at the end of then-current fiscal year and the City and the District shall relieved of any subsequent obligation under this Agreement.

11. Entire Agreement. This Agreement comprises the entire agreement of the Parties and supersedes any and all other agreements or understandings, oral and written, whether previous to the execution hereof or contemporaneous herewith. Any amendments or modifications to this Agreement shall be made only in writing and signed by the Parties to this Agreement.

12. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona.

13. Worker's Compensation. An employee of either Party shall be deemed to be an "employee" of both public agencies while performing pursuant to this Agreement solely for purposes of A.R.S. § 23-1022 and the Arizona Workers' Compensation laws. The primary employer shall be solely liable for any workers' compensation benefits, which may accrue. Each Party shall post a notice pursuant to the provisions of A.R.S. § 23-1022.

14. FERPA Compliance. Both Parties will ensure that the dissemination and disposition of educational records complies at all times with the Family Educational Rights and Privacy Act of 1974 and any subsequent amendments thereto.

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

16. Property Disposition. The Parties do not anticipate having to dispose of any property upon partial or complete termination of this Agreement. However, to the extent that such disposition is necessary, property shall be returned to its original owner.

17. E-Verify. To the extent applicable under A.R.S. § 41-4401, both parties and their subcontractors warrant compliance with all federal immigration laws and regulations that relate their employees and compliance with the E-verify requirements under ARIZ. REV. STAT. § 23-214(A). Both parties also agree that any violation of this requirement shall be deemed a material breach of the contract that is subject to penalties up to and including termination of this Agreement. Both parties acknowledge that the other party retains the legal right to inspect the papers of the other party's contractor and subcontractor employees that work on this Agreement to verify such compliance.

18. Independent Contractor. It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever.

19. Conflict of Interest. City and District's participation in this Agreement is subject to Section 38-511 of the Arizona Revised Statutes, which provides that this Agreement may be cancelled if any person significantly involved in initiating, negotiating, securing, drafting, or creating this Agreement on behalf of City or District, respectively, is, at any time while this Agreement, or any extensions thereof, is in effect, an employee or agent of the other party to this Agreement in any capacity or a consultant to any other party with respect to the subject matter of this Agreement.

20. Failure of Legislature to Appropriate. If District's performance under this Agreement depends upon the appropriation of funds by District's Governing Board, then the parties agree that the following applies to this Agreement:

    District is obligated only to pay its obligations set forth in this Agreement as may lawfully be made from funds appropriated and budgeted for that purpose during District's then current fiscal year. District's obligations under this Agreement are current expenses subject to the "budget law" and the unfettered legislative decision of District concerning budgeted purposes and appropriation of funds. Should District elect not to appropriate and budget funds to pay its Agreement obligations, this Agreement shall be deemed terminated at the end of the then current fiscal year term

for which such funds were appropriated and budgeted for such purpose and District shall be relieved of any subsequent obligation under this Agreement. The parties agree that District has no obligation or duty of good faith to budget or appropriate the payment of District's obligations set forth in the Agreement in any budget in any fiscal year other than the fiscal year in which the Agreement is executed and delivered. District shall be the sole judge and authority in determining the availability of funds for its obligations under this Agreement. District shall keep City informed as to the availability of funds for this Agreement. The obligation of District to make any payment pursuant to this Agreement is not a general obligation or indebtedness of District. City hereby waives any and all rights to bring any claim against District from or relating in any way to District's termination of this Agreement.

21. Notice. All notices relating to this Agreement shall be deemed given when mailed, by certified or registered mail, or overnight courier, to the other Party at the address set forth below or such other address as may be given in writing from time to time:

If to CITY:	Glendale Police Department Attn: Chief Debora Black 6835 North 57th Drive Glendale, Arizona 85301
With a copy to:	Glendale City Attorney 5850 West Glendale Avenue Glendale, Arizona 85301
If to DISTRICT:	Glendale Union High School District Attn: Allison Mattingly 7650 North 43rd Avenue Glendale, Arizona 85301

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS HEREOF, the Parties, through their respective undersigned authorized officers, have duly executed this Agreement as of the day and year first written above.

CITY OF GLENDALE, an Arizona
municipal corporation

_____
Richard A. Bowers, Acting City Manager

ATTEST:

_____
Pamela Hanna, City Clerk (SEAL)

APPROVED AS TO FORM:

_____
Michael D. Bailey, City Attorney

By: _____
Glendale Union High School District

Approved as to Form and within the powers and
authority of the District:

_____
Legal Counsel for the District

File #: 15-471, **Version:** 1

AUTHORIZATION TO ENTER INTO A LICENSE AND USE AGREEMENT FOR THE GLENDALE REGIONAL HEALTH CENTER AND A PROFESSIONAL SERVICES AGREEMENT FOR PUBLIC SAFETY PHYSICALS AND RELATED HEALTH SERVICES WITH STRENGTH TRAINING INCORPORATED

Staff Contact: Chris DeChant, Interim Fire Chief

Purpose and Recommended Action

This is a request for City Council to waive reading beyond the title and adopt a resolution authorizing the Acting City Manager to enter into a License and Use Agreement for the Glendale Regional Health Center (GRHC) with Strength Training Incorporated (STI). This is also a request to authorize the Acting City Manager to enter into an agreement with Strength Training, Inc. (STI) for Public Safety Physicals and Related Health Services at the Glendale Regional Health Center for a one year term with the option to extend the agreement for one additional year. The License and Use Agreement and the Agreement for Public Safety Physicals and Related Health Services are contingent upon each other.

Background

The Glendale Regional Health Center is located within the Glendale Regional Public Safety Training Center but is operated as a separate facility. The License and Use Agreement for the GRHC will allow and authorize STI to use the facility to provide public safety medical services for the City of Glendale and other agencies. It provides for the terms and conditions under which STI may operate the facility and includes payment of lease fees by STI to the City.

The Agreement for Public Safety and Related Health Services is the framework by which STI will provide services to the City of Glendale. It includes a schedule of fees to be paid by the City to STI for certain services to be performed under the contract for the City. These fees are the same as the fees STI had in their previous contract, which Council approved in January of 2015. Other agencies interesting in using STI's services will be able to use this contract by virtue of cooperative purchasing or they can elect to develop their own contract for these services directly with STI. The city assumes no responsibility for STI's contracts with other agencies.

The City Council awarded Contract No. C-9670 for Occupational and Medical Health Services to STI on January 27, 2015. Contract C-9670 was deemed automatically terminated on May 1, 2015. City staff have begun the process of re-evaluating the use of the medical center at GRPSTC and how best to meet all of the medical services needs of the City comprehensively, whether at the GRPSTC or another location. A new Request for Proposals will be developed and issued in late 2015. The need for Public Safety medical services in the interim continues and STI is capable and qualified to perform those services. The License and Use Agreement for the facility will also allow the City of Glendale's partner agencies to receive medical services at the facility at no cost to City. The overhead costs to run the facility will be partially recovered in the form of lease payments paid to the City of Glendale.

Analysis

The City will continue to own and maintain all major medical equipment in the Health Center. The contractor will be required to pay a $2,500/month license fee, billed quarterly, for use of the GRHC which will provide the revenue to maintain the major medical equipment, as well as save for any future medical equipment needs thus reducing the budget impact.

This procurement is necessary to bridge the gap until a comprehensive plan for the GRHC can be implemented and a new Request for Proposals can be issued. This procurement is allowed under the procedures for special procurements in which the situation presents such significant time restraints that do not allow for competitive procurement and time is of the essence. If the Agreement for Public Safety and Related Health Services is not approved, the Fire Department would have to go to the City of Phoenix for its physicals at a cost of approximately $145 more per physical. Annual firefighter physicals are required due to Occupational Safety & Health Administration Standard 1910.134 and National Fire Protection Association 1500: Standard on Fire Department Occupational Safety and Health Program.

Previous Related Council Action

On January 27, 2015, Council approved Contract No. C-9670 and award a bid to STI to provide Medical Occupational Health Services at the Glendale Health Center for an initial two year term.

On November 24, 2014, the STI agenda item was pulled administratively from the agenda.

On December 18, 2014, the STI item was tabled administratively and removed from the agenda.

On April 24, 2014, Council approved an amendment for an extension of term to the agreement Contract No. C -8527-1 with STI.

On June 28, 2013, Council approved a temporary Contract No. C-8527 with STI.

Community Benefit/Public Involvement

Public safety personnel will continue to receive the annual medical healthcare needed that will assist them with protecting the health and safety of Glendale citizens and visitors. This annual screening has identified several potential catastrophic medical issues before they could manifest themselves.

Budget and Financial Impacts

The contractor is required to pay $2,500 per month to the City resulting in a revenue total of $30,000 annually. The City Council has approved an ongoing budget amount of $173,833 annually for firefighter physicals and related services.

Capital Expense? No

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

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RESOLUTION NO. 4994 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO A LICENSE AND USE AGREEMENT FOR GLENDALE REGIONAL HEALTH CENTER WITH STRENGTH TRAINING, INC. FOR THE USE OF CITY-OWNED PROPERTY COMMONLY KNOWN AS THE HEALTH CENTER AT THE GLENDALE REGIONAL PUBLIC SAFETY TRAINING CENTER LOCATED AT 11550 WEST GLENDALE AVENUE.

WHEREAS, the City of Glendale operates the Glendale Regional Public Safety Training Center ("GRPSTC") at 11550 West Glendale Avenue in Glendale, Arizona; and

WHEREAS, the GRPSTC includes approximately 6,000 square feet for the operation of the Glendale Regional Health Center; and

WHEREAS, the City of Glendale and Strength Training, Inc. ("STI") wish to enter into a License and Use Agreement for Glendale Regional Health Center for the use of city owned property, Glendale Regional Public Safety Training Center ("GRPSTC"), located at 11550 West Glendale Avenue.

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

SECTION 1. That the City Manager or designee and the City Clerk are authorized and directed to execute and deliver the License and Use Agreement for Glendale Regional Health Center for the use of city owned property, Glendale Regional Public Safety Training Center ("GRPSTC"), located at 11550 West Glendale Avenue. A copy of said license is on file with the City Clerk.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this _____ day of _____, 2015.

_____
M A Y O R

ATTEST:

_____
City Clerk (SEAL)

APPROVED AS TO FORM:

_____
City Attorney

REVIEWED BY:

_____
Acting City Manager
l_fire_STI.doc

C-_____

AGREEMENT FOR

PUBLIC SAFETY PHYSICALS AND RELATED HEALTH SERVICES

(Strength Training, Inc.)

This Agreement for Public Safety Physicals and Related Health Services ("Agreement") is entered into between the CITY OF GLENDALE, an Arizona municipal corporation ("City"), and STRENGTH TRAINING, INC. ("STI" or "Contractor"), an Arizona corporation, as of the _____ day of _____, 2015 ("Effective Date").

RECITALS

A. City operates the Glendale Regional Public Safety Training Center ("GRPSTC") located at 11550 West Glendale Avenue, which includes approximately 6,000 square feet of space for operation of the Glendale Regional Health Center ("Health Center" or "Premises") . The space is depicted on **Map A** ("GRPSTC") **and Map B** ("Health Center Floor Plan"), which are attached hereto and incorporated by this reference; and

B. City seeks to obtain physical examinations and related health services (collectively, "Physicals") to be performed at the Health Center for City firefighters and to allow the cooperative use of this Agreement by other public safety agencies, as more fully described in Exhibit A. For purposes of this Agreement, "other public safety agencies" means personnel of any public safety agency in the State of Arizona, including personnel of any fire district and/or tribal jurisdiction, and any other public entities in the state of Arizona; and

C. City and STI desire for STI to provide the services pursuant to this Agreement at the Health Center and are entering into a separate License and Use Agreement for the Health Center concurrently with this Agreement; and

D. City and Contractor desire to memorialize their agreement with this document.

AGREEMENT

In consideration of the Recitals, which are confirmed as true and correct and incorporated by this reference, the mutual promises and covenants contained in this Agreement, and other good and valuable consideration, City and Contractor agree as follows:

1. **Purpose.**

   1.1 The Fire Service Joint Labor Management Wellness/Fitness Initiative is a historic partnership between the International Association of Fire Chiefs (IAFC) and the International Association of Firefighters (IAFF) to improve the wellness of fire department personnel. This initiative has been used as a guide to formulate a department's Wellness/Fitness Program. The Wellness/Fitness Initiative complies with both the NFPA Standards and OSHA regulation.

   1.2 Consistent with the Initiative, the purpose of this Agreement is to help ensure that public safety personnel receive certain health care services and education on health, wellness, exposure to both hazardous and infectious materials and safety issues faced throughout their careers.

   1.3 The Health Center may provide access to medical health services, including occupational health services, pre-hire physical examinations, annual physical evaluations and examinations, hearing and visions testing, Drug and Alcohol testing, Department of Transportation (DOT) physicals, rehabilitation and educational services in compliance with NFPA 1582 2007 Edition, OSHA 1910-145 Respiratory Protection, Department of Transportation (DOT), Federal Motor Carrier Safety Administration (FMCSA) and OSHA Regulations, as more fully described herein.

2. **Services by Contractor.**

   2.1 Services to City. Contractor shall provide firefighter medical exams in accordance with Section 4.3(a), below to the City.

2.2. Cooperative Use. To the extent permitted pursuant to Contractor's license issued by Arizona Department of Health Services, Contractor shall make available the examinations and health related services described in Section 4.3 to other public service agencies under the same terms and conditions as in this Agreement. An eligible agency may elect to obtain services described in this Agreement. Contractor and the specific agency shall enter into a separate agreement for such services. The City shall not be responsible for any disputes arising out of transactions made by others.

2.3 Contractor shall provide all services in a timely and efficient manner consistent with Administrative Procedures, including, but not limited to, working in close interaction and interfacing with City and its designated employees, and working closely with others, including other contractors or consultants, retained by City. The parties agree to work together to develop mutually-agreeable Administrative Procedures prior to Contractor providing any services under this Agreement. In the event the parties cannot agree on any provision in the Administrative Procedures, the City shall make the final determination. Changes to the Administrative Procedures may be agreed to by City staff, without an amendment to this Agreement.

2.4 Hours of Operation. The Contractor shall schedule operations at the Health Center to fall within the following hours of operation: Monday through Friday 7:30 a.m. to 5:30 p.m. (City holidays excepted) and all services provided by STI or its subcontractors shall occur during these hours of operation, unless otherwise agreed to in writing by the City and STI.

2.5 Medical Exams.

a. **Firefighters (includes new firefighter pre-employment).** Contractor shall provide comprehensive medical examinations that shall include at least the following:

(1) Health Survey

(2) Physical examination

(3) Blood analysis consisting of CBC, Chem. 22, lipid panel, and Hepatitis C

(4) PSA for males .40 years of age

(5) Urine dipstick with reflux urinalysis

(6) Spirometry

(7) Hearing evaluation (done in an ANSI-approved soundproof booth)

(8) Visual acuity evaluation

(9) Body fat assessment (using calipers or analyzer) and body weight

(10) Stress test (treadmill) Fire performs the Davis-Gerkin Protocol and PD performs the Bruce Protocol or as indicated

(11) Chest X-ray (done every five (5) years or annually if TB positive or new hire or as indicated by clinical conditions)

(12) Functional movement screening

(13) Review of immunization history

(14) Up to 30 minute consult with physician or physician to discuss physical examination and health survey

(15) TB skin test (optional; additional cost would apply)

(16) Tiered Medical Evaluation (optional)

b. **Non-sworn EMS personnel and retirees.** Public Fire Departments, Fire Districts and/or Tribal Jurisdictions may offer annual physicals to their non-sworn EMS personnel

and/or retired firefighters Contractor shall provide the same services as for firefighters, as listed in 4.3.a above, with the following exception:

(1) No Functional Movement Screening

(2) No Stress Test – Resting EKG Only

(3) No Chest X-ray

c. **Police Officer Pre-employment Physicals.** For police pre-employment physicals, Contractor shall provide the same services as for firefighters, as listed in 4.3.a, above, with the following exception:

(1) No Functional Movement Screening

d. **SWAT/Bomb/Clandestine Drug Lab.** Police agencies may send their specialty officers for annual physicals due to their use of self-contained breathing apparatus and OSHA respiratory regulations and Contractor shall provide the same services as for firefighters, as listed above in 4.3.a., with the following exceptions:

(1) No Functional Movement Screening

e. **Police Officer Wellness Exam.** Exams may be provided as required by other public safety agencies.

f. **CDL/DOT physicals.** Contractor may provide CDL-required drivers medical exams for CDL/DOT Medical Certification Examinations, in accordance with DOT/FMCSA.

g. **New employee physicals (non-public safety).** Contractor may provide new pre-hire physical examinations for persons who have a lifting requirement as part of the essential function of their job.

h. **Drug/Alcohol Screening.** Contractor agrees to provide the following categories of tests:

(1) Pre-employment

(2) Random

(3) Reasonable suspicion

(4) Post-accident

(5) Return to duty

(6) Follow up

Contractor agrees to provide additional testing that may be required as specified in the governing Memorandum of Understanding for represented employees or Arizona Peace Officer Standards and Training Board (AZPOST) in accordance with the Arizona Administrative Code, Title 13, Public Safety.

The Breath Alcohol Test (BAT) shall be administered in accordance with state and federal regulations for DOT Drug and Alcohol Testing Rule- FMCSA and DOT- FTA, for determining blood/alcohol levels. For NON-DOT, safety-sensitive employees and other covered personnel, the Saliva Alcohol Test (SAT) shall be administered. (If SAT testing is not available, BAT shall be utilized).

The Urine Sample Test will be utilized in accordance with federal regulations for DOT-FMCSA, DOT-FTA, and for NON-DOT safety-sensitive employees and other covered personnel. The Oral Fluid Drug Test shall be utilized (if Oral Fluid Drug Test is not available, Urine Sample test shall be utilized) to test for the following drugs (or their metabolites):

(1) Marijuana

(2) Cocaine

(3) Opiates

(4) Phencyclidine (PCP)

(5) Amphetamines

i. **Hearing Conservation and Review of Respiratory Questionnaire**
Contractor will perform annual audiograms for City Fire Department personnel in the Hearing Conservation Program.

j. **Functional Capacity Evaluations (FCE).** Contractor agrees to perform FCE utilizing an in-depth questionnaire to determine other conditions and specific limitations an employee may have, whether directly or indirectly related to the employee's job duties. Contractor shall conduct the FCE utilizing real and simulated workstations to evaluate the abilities of the employee. Prior to conducting a FCE, Contractor shall review a Job Duties Assessment form relating to the employee's position and medical records, if applicable. Contractor shall provide a detailed report with 5 days of completion of the FCE based on specific questions to address whether or not the employee can perform the essential functions of his or her job with or without an accommodation.

k. **Post Exposure Prophylaxis (PEP)**

1. Contractor may provide a 24-hour hotline for exposed employees. This hotline will provide the exposed person with initial counseling and treatment options based on the significance of the exposure.

2. Contractor will conduct baseline blood testing within 10 days of the initial exposure, as well as further counseling and treatment options. It will be the responsibility of the Contractor to contact the exposed person and provide follow-up testing within established guidelines.

3. Contractor will communicate with the Glendale Fire Department Infectious Disease Control Officers (for City employees) during the post-exposure process. This may include providing test results of source patient.

2.6 Scheduling

a. Contractor shall establish a mutually-agreeable scheduling system for all physicals and other services required under this Agreement, which shall comply with requirements of Administrative Procedures. Contractor is responsible for working directly with City and any other participating agency(ies). If the schedule is full during a specific time, the Contractor will need to provide sufficient resources for flexibility for priority services, including but not limited to occupational injuries and drug and alcohol testing, which may be required to be completed during a specific timeframe. Failure to meet schedule requirements will result in penalties set forth in the Administrative Procedures.

2.7 Staffing

a. The Contractor will provide staff willing to dedicate their time and expertise to develop relationships with employees for the care and management of their health needs. The Contractor will provide excellent customer service and knowledgeable caring staff which is vital to the existence of the Health Center.

b. Contractor will provide and manage medical and administrative personnel to provide all services and to meet all obligations under this Agreement, including but not limited to Physicals and related health services and associated administrative support at the Health Center. Supervision and financial responsibility for all medical and administrative staff, including contractors and sub-contractors, will be the sole responsibility of Contractor. The Contactor must be able to provide adequate staffing to meet the current and future

needs of the Health Center as determined by workload. Contractor's management responsibility includes, but is not limited to, hiring or otherwise retaining, supervising, disciplining, firing, compensating and/or providing benefits, and other personnel-related matters with respect to the staff, including medical staff, vendors, contractors and sub-contractors.

c. The City and Contractor agree that the Health Center shall be staffed, as necessary to timely and proficiently provide the services required by this Agreement, and that the staffing levels shall be adjusted from time to time as needed to accomplish the Health Center's purpose and the scope of work in a manner that is timely and meets the standard of care for such services. Contractor shall provide the staff as set forth on **Exhibit C** ("Staffing").

d. Contractor warrants that any and all persons providing services, whether an employee of Contractor or subcontract, shall provide services in a manner that meets or exceeds the applicable standard of care for persons providing like services and are capable and qualified to provide all services under this Agreement in a manner that meets or exceeds the standard of care for such medical services.

If, in the reasonable opinion of City, any personnel providing services pursuant to this Agreement do not demonstrate a high degree of aptitude for the type of medical services or customer service required, including good interpersonal relations, City may make written request to Contractor to conduct a prompt review of the performance of the individual and take appropriate action.

The City shall have the right to review the qualifications of any employee or independent contractor or subcontractor employed or contracted by the Contactor to provide services as the medical director. If, in the reasonable opinion of the City, the qualifications or services, including customer service, provided by the medical director do not meet the needs of the City, the City may make written request to Contractor to conduct a prompt review and take corrective action.

If the parties cannot agree on the corrective action, the Contractor shall have final authority as to employment decision of medical personnel, including the medical director. Notwithstanding the foregoing, should the City and Contractor not agree on a resolution, the City may terminate this Agreement upon 60 days' notice.

The Contractor certifies that all employees, sub-contractors, agents or others assisting or performing on behalf of the Contractor in the Health Center are knowledgeable in the use and operation of the Health Center equipment and facilities authorized under the Agreement and possess all education and certifications required by any regulatory agency to provide services or perform any obligations under this Agreement.

2.8 **Supplies and Waste Disposal.** Contractor is responsible for the cost and procurement of medical consumables and supplies to perform the services and other obligations under this Agreement. Contractor is also responsible for the disposal of bio-hazardous waste in accordance with applicable laws and regulations.

2.8 **Payment for Services and Billing.** Contractor is responsible for the payment of any and all compensation and fees to employees, contractors and sub-contractors, including medical staff. Contractor will be responsible for billing for all services provided and for collecting fees for medical services rendered, including deductibles and co-pays, as more fully set forth in Section 7, below. Contractor will also be responsible for accounting, managing and disbursing funds as detailed in herein. Contractor will be responsible for maintaining accounting records and reports that are consistent with generally accepted accounting practices and shall make such records and reports available to the City upon request. All services will be billed in accordance with the agreed upon fee schedule and agreed upon Administrative Procedures.

2.9 **Medical Records and Information.** The Contractor is responsible for computers utilized to perform its obligations under this Agreement and will establish a secure network. Contractor agrees to maintain data, reasonable policies and procedures designed to detect, prevent and mitigate the risk of identity theft. Any associated costs will be the responsibility of the Contractor. Contractor is responsible for records management, data entry and medical transcriptions. Medical transcriptions must be completed and provided to the City within 24 hours after the visit by the employee. Contractor agrees to maintain the confidentiality of all medical records and files in accordance with all laws, rules and regulations, including HIPAA and protection of personal information. The Contractor shall establish and maintain procedures and controls for the purpose of assuring that "personal identifying information or protected health information" contained in records or obtained from the City or from others shall not be used by or disclosed to any unauthorized persons. Contractor also agrees that any "personal identifying information or protected health information" shall not be disclosed other than to employees or officers of STI as needed for performance of duties under the Agreement. Contractor agrees to maintain all records and files in accordance with the State of Arizona records management and records retention guidelines. All employees, Contractors and Sub-contractors are required to sign a confidentiality agreement, See **Exhibit D**, which is to be maintained by Contractor.

2.10 **Exposure Control Database.** Contractor will track toxic exposure information and integrate this information with annual examinations and other medical records creating a comprehensive database and case management system.

2.11 **Standard.** Contractor must perform services in accordance with the standards of due diligence, care, and quality prevailing among contractors, including medical providers, having substantial experience with the successful furnishing of medical and other services that are equivalent in size, scope, quality, and other criteria as those required from Contractor in this Agreement.

2.12 **Licensing. Contractor warrants that:**

a. Contractor and any employees and Sub-contractors will hold all appropriate and required licenses, registrations and other approvals necessary for the lawful furnishing of services required under this Agreement ("Approvals"); and

b. Neither Contractor nor any employee or Sub-contractor has been debarred or otherwise legally excluded from contracting with any federal, state, or local governmental entity ("Debarment").

(1) City is under no obligation to ascertain or confirm the existence or issuance of any Approvals or Debarments or to examine Contractor's contracting ability.

(2) Contractor must notify the City in writing within two working days if any Approvals or Debarment changes during the Agreement's duration and the failure of the Contractor to notify City as required will constitute a material default under the Agreement.

c. The Contractor shall be responsible for determining and securing, at his/her expense, any and all licenses and permits that are required by any statute, ordinance, rule or regulation of any regulatory body having jurisdiction in any manner connected with providing services under this Agreement.

2.13 **Compliance.** Contractor shall furnish services in compliance with applicable federal, state, county and local statutes, rules, regulations, ordinances, building codes, life safety codes, and other standards and criteria designated by City.

2.14 **Heart Fit for Duty.**

a. With consent of City, Contractor may, at its option, provide the Heart Fit for Duty Program ("Program") at the Health Center at a date mutually agreed to in writing by the parties. Program is a wellness program operated by Heart Fit for Duty, LLC ("HFFD"), which specializes in the prevention of heart attacks and strokes in the first responder

population by focusing on early detection and education of at risk individuals. Program partners with primary care and specialty practitioners by providing additional education and screening resources beyond the minimum standard of care in five major areas: LIPIDS (cholesterol screening and management), Obesity, Hypertension, Diabetes (insulin resistance), and tobacco cessation. The terms will be negotiated between the Contractor and HFFD and Contractor shall not be entitled to any compensation from City in connection with providing the HFFD Program. For purposes of this Agreement, HFFD is a sub-contractor of Contractor for which Contractor is responsible.

3. **Sub-contractors.**

3.1 Contractor may engage specific professional, medical, and technical contractors (each a "Sub-contractor") to furnish certain Project services or functions.

3.2 Contractor will remain fully responsible for Sub-contractor's services.

3.3 Sub-contractors must be approved in advance by the City.

3.4 Contractor shall certify by letter that contracts with Sub-contractors have been executed incorporating requirements and standards, including by not limited to insurance, as set forth in this Agreement.

4. **Independent Contractor.**

4.1 Contractor is the City's independent contractor, not the City's employee, agent, joint venture, or partner. Contractor's employees and subcontractors are under Contractor's exclusive direction and control.

4.2 Liens. Contractor shall hold City harmless from any claims for supplying labor or materials to Contractor in the performance of work required under this Agreement.

5. **Billings and Payment.**

5.1 Contractor is solely responsible for billing each participating entity or person for services Contractor provides at the Health Center. Contractor shall, and is solely responsible for, collecting applicable co-payments and uncovered costs from each person receiving services from Contractor.

5.2 Contractor is solely responsible for making payments to its employees, contractors, sub-contractors and vendors for all services, administrative support, supplies or materials rendered or utilized according to the terms of this Agreement.

5.3 For services provided to non-City employees, the Contractor will bill and collect the fees for services performed from the participating entity.

5.4 Contractor will charge fees and costs in accordance with Price Sheet and Clarifying Response, see **Exhibit E**. Fees or costs for tests and/or services other than those identified in Exhibit Emay be charged as agreed to in writing by the City and Contractor. If Contractor has more than one fee arrangement, the least costly fee will be billed.

6. **Fund Appropriation Contingency.**

Contractor understands that the continuation of this Agreement after the close of the City's current fiscal year, which ends on June 30, is subject to City Council appropriation of the necessary expenditures required by this Agreement, including expenditures for the operation of the Health Center. Should the appropriation required for funding of the GRPSTC, Health Center or this Agreement not be made or not be made in full, the City may terminate this Agreement as of the close of any fiscal year during the term of this Agreement or at the time appropriation or funding for the necessary expenditures is not available.

7. **Termination.**

7.1 For Convenience. City or Contractor may terminate this Agreement for convenience, without cause, by delivering a written termination notice stating the effective termination date, which may not be less than 90 days following the date of delivery.

a. Contractor will be equitably compensated for services furnished to City pursuant to this Agreement prior to receipt of the termination notice.

b. Contractor will also be similarly compensated for any approved effort expended and approved costs incurred that are directly associated with project closeout and delivery of the required items to the City.

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

a. Contractor will not be entitled to further payment until after City has determined its damages. If City's damages resulting from the breach, as determined by City, are less than the equitable amount due but not paid Contractor for services furnished to the City, City will pay the amount due to Contractor, less City's damages.

b. If City's direct damages exceed amounts otherwise due to Contractor, Contractor must pay the difference to City immediately upon demand; however, Contractor will not be subject to consequential damages of more than $1,000,000 or the amount of this Agreement, whichever is greater.

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

9. **Insurance.**

9.1 Requirements. Contractor and any and all Sub-contractors must obtain and maintain the following insurance for the duration of the Agreement ("Required Insurance"):

a. Contractor and Sub-contractors. Contractor, and each Sub-contractor performing work or services or providing materials related to this Agreement must procure and maintain the insurance coverages described below (collectively referred to herein as the "Contractor's Policies"), until all obligations under this Agreement are completed.

b. Commercial General Liability. Contractor and Subcontractor must at all times carry commercial general liability on an occurrence basis with limits of at least $5,000,000 per occurrence and $5,000,000 annual aggregate for bodily injury and property damage, including products-completed operations and personal and advertising injury and Fire damage legal liability with limits at least $500,000 with coverage as broad as ISO Form CG 00 01.

c. Automobile Liability with coverage as broad as ISO Form CA 00 01 with limits no less than $1,000,000 per accident for Contractor and $1,000,000 per accident for Sub-contractors and covering owned, non-owned and hired automobiles.

d. Workers' Compensation and Employer's Liability. Contractor and Sub-contractors shall provide workers' compensation insurance as required by State of Arizona with statutory limits and Employer's Liability insurance with limits no less than $1,000,000 per accident for bodily injury and disease.

e. Professional Liability (including medical malpractice and errors and omissions) insurance for liability arising out of, or in connection with the performance of all required services under this Agreement with limits no less than $5,000,000 per occurrence and $5,000,000 aggregate. If the policy is written on a claims-made basis, the retroactive date must be

shown and must be before the date of the contract. Insurance must be maintained for at least two years after termination of this contract. If coverage is canceled or non-renewed and not replaced with another claims made policy with a retroactive date prior to the contract effective date, the Contractor must purchase "extended reporting coverage" for a minimum of two years after contract termination.

f. If Contractor or Sub-contractor maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained.

g.. Notice of Changes. Contractor and Sub-contractor must provide for not less than 30 days' advance written notice to City Representative of Cancellation or termination of Contractor's or Sub-contractor's Policies.

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

i. Certificates of Insurance.

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

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

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

j. Other Contractors or Vendors.

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

(2) This insurance coverage must comply with the requirements set forth above for Contractor's Policies (e.g., the requirements pertaining to endorsements to name the parties as additional insured parties and certificates of insurance). Contractor shall require and verify that all Sub-contractors maintain insurance meeting all the requirements stated herein.

k. Additional Insured Status. The City, its officers, officials, employees, and volunteers are to be covered and endorsed as additional insured's on the commercial liability and automobile liability policies.

i. The Contractors and Sub-contractors insurance coverage must be primary. Any insurance or self-insurance policies or programs maintained by City shall be excess of Contractor's or Sub-contractor's insurance and shall not contribute to it.

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

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

9.2 Sub-contractors.

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

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

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

9.3 Indemnification.

a. Contractor shall indemnity, defend, save and hold harmless the City, and their officers, officials, agents, and employees (hereinafter referred to as "Indemnitees") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Laws or arising out of the failure of Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court order/decree. It is the specific intention of the parties that the Indemnitees shall, in all instances, except for Claims arising solely from the negligent or willful act or omissions of the Indemnitees, be indemnified by Contractor from any and all Claims. Contractor is responsible for primary loss investigation, defense and judgment costs where this indemnification applies.

b. Contractor is not required to indemnify any Indemnitees for, from, or against any Claims, demand or expense resulting from the Indemnified Party's sole negligence or other fault solely attributable to the Indemnified Party

10. **Performance Surety Requirements.**

The performance sureties shall be in the form of a bond, cashier's check, certified check or money order. Personal or company checks are not acceptable unless certified. Letters of credit are not acceptable. Individual sureties are not acceptable.

The Contractor shall, at the time of entering into the contract, furnish a performance surety in the form of a bond, money order or certified or cashier's check, in the amount of *25* percent of the contract amount for the Initial Term guaranteeing the faithful performance of the contract.

If a bond is submitted, it shall be written on the Performance Bond form, see **Exhibit F** provided by the City. The attorney-in-fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of the power of attorney. The bond must be written by a surety with a Best Rating no less than an A and must be authorized and licensed to do business in this State by the Arizona Department of Insurance. Individual sureties and letters of credit are not acceptable.

11. **Media Releases and Relations**

Contractor agrees that the City has primary responsibility for press contact and interaction. Any release of information to the media regarding the Health Center or any of its activities will be coordinated by the Glendale Fire Department ("GFD") Public Information Officer ("Glendale PIO") and Human Resources & Risk Management Department ("HR"), with input from the Contractor. News releases pertaining to the

Health Center or any part of the services provided pursuant to this Agreement shall not be made by Contractor without prior written approval of the Glendale PIO. Prior to release, a copy of all public record and media releases regarding the Health Center or its participating agencies and activities shall be forwarded to the Glendale PIO and to Contractor. Contractor will not reveal any investigative information or operational procedures of the Health Center outside the parties except as required by law or competent authority.

12. **Immigration Law Compliance.**

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

12.2 Any breach of warranty under subsection 9.1 above is considered a material breach of this Agreement and is subject to penalties up to and including termination of this Agreement.

12.3 City retains the legal right to inspect the papers of any Contractor or subcontractor employee who performs work under this Agreement to ensure that the Contractor or any subcontractor is compliant with the warranty under subsection 9.1 above.

12.4 City may conduct random inspections, and upon request of City, Contractor shall provide copies of papers and records of Contractor demonstrating continued compliance with the warranty under subsection 9.1 above. Contractor agrees to keep papers and records available for inspection by the City during normal business hours and will cooperate with City in exercise of its statutory duties and not deny access to its business premises or applicable papers or records for the purposes of enforcement of this section.

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

12.6 Contractor's warranty and obligations under this section to the City is continuing throughout the term of this Agreement or until such time as the City determines, in its sole discretion, that Arizona law has been modified in that compliance with this section is no longer a requirement.

12.7 The "E-Verify Program" above means the employment verification program administered by the United States Department of Homeland Security, the Social Security Administration, or any successor program.

13. **Notices.**

13.1 A notice, request or other communication that is required or permitted under this Agreement (each a "Notice") will be effective only if:

a. The Notice is in writing; and

b. Delivered in person or by overnight courier service (delivery charges prepaid), certified or registered mail (return receipt requested); and

c. Notice will be deemed to have been delivered to the person to whom it is addressed as of the date of receipt, if:

(1) Received on a business day, or before 5:00 p.m., at the address for Notices identified for the Party in this Agreement by U.S. Mail, hand delivery, or overnight courier service on or before 5:00 p.m.; or

(2) As of the next business day after receipt, if received after 5:00 p.m.

d. The burden of proof of the place and time of delivery is upon the Party giving the Notice; and

e. Digitalized signatures and copies of signatures will have the same effect as original signatures.

13.2 Representatives.

a. Contractor. Contractor's representative (the "Contractor's Representative") authorized to act on Contractor's behalf with respect to the Project, and his or her address for Notice delivery is:

James ("Jim") Maher
c/o Strength Training, Inc.
17233 N. Holmes Blvd.
Phoenix, Arizona 85053
602-349-2545

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

City of Glendale
c/o Fire Chief
6829 North 58th Drive
Glendale, Arizona 85301
623-930-4401

With required copy to:

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

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

c. Concurrent Notices.

(1) All notices to City's representative must be given concurrently to City Manager and City Attorney.

(2) A notice will not be deemed to have been received by City's representative until the time that it has also been received by City Manager and City Attorney.

(3) City may appoint one or more designees for the purpose of receiving notice by delivery of a written notice to Contractor identifying the designee(s) and their respective addresses for notices.

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

14. **Financing Assignment.** City may assign this Agreement to any City-affiliated entity, including a non-profit corporation or other entity whose primary purpose is to own or manage the Project.

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

15.1 Integration. This Agreement contains, except as stated below, the entire agreement between City and Contractor and supersedes all prior conversations and negotiations between the parties regarding the Project or this Agreement.

a. Neither Party has made any representations, warranties or agreements as to any matters concerning the Agreement's subject matter.

b. Representations, statements, conditions, or warranties not contained in this Agreement will not be binding on the parties.

15.2 Interpretation.

a. The parties fairly negotiated the Agreement's provisions to the extent they believed necessary and with the legal representation they deemed appropriate.

b. The parties are of equal bargaining position and this Agreement must be construed equally between the parties without consideration of which of the parties may have drafted this Agreement.

c. The Agreement will be interpreted in accordance with the laws of the State of Arizona.

15.3 Survival. Except as specifically provided otherwise in this Agreement, each warranty, representation, indemnification and hold harmless provision, insurance requirement, and every other right, remedy and responsibility of a Party, will survive completion of the Project, or the earlier termination of this Agreement.

15.4 Amendment. No amendment to this Agreement will be binding unless in writing and executed by the parties, unless otherwise provided herein. Any amendment may be subject to City Council approval. Electronic signature blocks do not constitute execution.

15.5 Remedies. All rights and remedies provided in this Agreement are cumulative and the exercise of any one or more right or remedy will not affect any other rights or remedies under this Agreement or applicable law.

15.6 Severability. If any provision of this Agreement is voided or found unenforceable, that determination will not affect the validity of the other provisions, and the voided or unenforceable provision will be deemed reformed to conform to applicable law.

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

16. **Term.** The initial term of this Agreement shall be for one (1) year beginning on Effective Date. The City may, at its option and with the approval of the Contractor, extend the term of this Agreement for one year, renewable in six-month increments, based upon satisfactory Contractor and Sub-contractor performance. The City Manager or designee is authorized to execute any and all documents required to extend the contract. Contractor will be notified in writing by the City Materials Manager of its intent to extend the Agreement period at least 30 calendar days prior to the expiration of the original Agreement period. Price adjustments will be reviewed only during the Agreement renewal period. There are no automatic renewals of this Agreement.

17. **Dispute Resolution.** Each claim, controversy and dispute (each a "Dispute") between Contractor and City will be resolved in accordance with **Exhibit G**. The final determination will be made by the City.

18. **Exhibits.** The following exhibits, with reference to the term in which they are first referenced, are incorporated by this reference.

Exhibit A	Scope of Work
Exhibit B	Equipment
Exhibit C	Staffing
Exhibit D	Confidentiality Agreement
Exhibit E	Contractor Price Sheet and Clarifying Response
Exhibit F	Performance Bond Form
Exhibit G	Dispute Resolution
Map A	GRPSTC Layout
Map B	Health Center Floor Plan

The parties enter into this Agreement as of the effective date shown above.

City of Glendale,
an Arizona municipal corporation

By: Richard A. Bowers
Its: Acting City Manager

ATTEST:

City Clerk (SEAL)

APPROVED AS TO FORM:

City Attorney

STRENGTH TRAINING, INC.
an Arizona corporation

By: James ("Jim") Maher
Its: President

EXHIBIT A

AGREEMENT FOR PUBLIC SAFETY PHYSICALS AND RELATED HEALTH SERVICES

(Strength Training, Inc.)

SCOPE OF WORK

Utilizing the Glendale Health Center, located within the Glendale Regional Public Safety Training Center, the Contractor shall furnish competent and reliable medical examinations and other related health services for City firefighters and employees of other public safety agencies in the State of Arizona, including personnel of any fire district and/or tribal jurisdiction, and other public entities in the State of Arizona. Medical services may include: NFPA 1582 firefighter physicals; AZPOST police officer physicals; public safety pre-employment physicals; drug and alcohol screening; CDL/DOT physicals; post exposure counselling and treatment; functional capacity evaluations or return to duty/fit for duty evaluations; hearing conservation programs and other health and wellness services relating to public safety members.

EXHIBIT B

AGREEMENT FOR PUBLIC SAFETY PHYSICALS AND RELATED HEALTH SERVICES

(Strength Training, Inc.)

EQUIPMENT

The City will provide and maintain the following equipment:

Type of Equipment	COG inv Id	serial no	location id
X-Ray Machine	COG25531	170-11893	*GRPSTC H-7*
Pulmonary Machine	COG23788	AJS01277	*GRPSTC H-15*
Hearing Test Machine	COG23779	BC 181 559	*GRPSTC H-6*
Treadmills 1	COG23780	Q5005279	*GRPSTC H-4*
Treadmills 2	COG23781	Q5005278	*GRPSTC H-5*
Vision testing 1		E243462	*GRPSTC H-17*
Health O Meter Scale		4020057900	*GRPSTC H-18*
Health O Meter Scale		4020057905	*GRPSTC H-19*
Tango M2 BP monitor			*GRPSTC H-4*
Exam light		0035134	*GRPSTC H-16*
Exam light		0035137	*GRPSTC H-17*
Exam light		0035138	*GRPSTC H-18*
Exam light		0035139	*GRPSTC H-19*
Exam light		0035142	*GRPSTC H-20*
Exam light		B3H000003345	*GRPSTC H-10*
Microwave		801TAXT02098	*GRPSTC H-32*
Refrigerator 1		DR312701	*GRPSTC H-13*
Refrigerator 2		AR312536	*GRPSTC H-32*

EXHIBIT C

AGREEMENT FOR PUBLIC SAFETY PHYSICALS AND RELATED HEALTH SERVICES

(Strength Training, Inc.)

STAFFING

The procedure for staffing physicians for the day-to-day medical operations of the Health Center shall be the responsibility of Contractor. Contractor will provide staffing as follows:

a. At least one of the positions, physician/medical director or physician assistant, shall be full time; i.e., full time physician/medical director and part time physician assistant or part time physician/medical director and full time physician assistant.

b. A pool of physicians shall be assigned to provide coverage for peak work time or relief time, as needed and dictated by work flow. Contractor will seek to provide physicians with a current affiliation with a Level 1 Trauma Facility and access to toxicology referral within one (1) hour of request.

c. **PHYSICIAN**: MEDICAL DOCTOR/DOCTOR OF OSTEOPATHY-MEDICAL DIRECTOR – FULL OR PART TIME (Permanently Assigned)

   a. A medical doctor/doctor of osteopathy will act as the medical director of the Health Center and must be qualified and capable of performing the following responsibilities:

      1) Director will act as the liaison between the contracted clinical staff and the Health Center Deputy Chief. In addition, the director/doctor will perform baseline physicals; infectious and hazardous exposure examinations, will implement ongoing wellness programs for fire department personnel, and may serve as the Certified Medical Review Officer (MRO).

      2) Responsible for performing all elements of physical examine in accordance with NFPA 1582 and AZ POST.

      3) Responsible for performing all elements of physicals, pre-employment physicals for the City's partners' employees and potential employees in "non-safety" sensitive positions and in compliance with DOT and FMCSA.

      4) Will perform consultations for Fire Department personnel with infectious exposure to HIV, hepatitis C and B, tuberculosis, and all other infectious exposures.

      5) Will interface with Fire Department personnel and the City's partners' employees and their primary care physicians to assure proper health care.

      6) May assist with development, updating and revision of procedures with regard to medical monitoring, fitness maintenance, and stress management as needed.

      7) May participate in research projects regarding public safety employee health and fitness.

      8) May prepare and present educational materials to public safety employees for training relating to health and wellness.

   b. Minimum Qualifications:
   Must be licensed M.D. or D.O. in the State of Arizona and have a valid ACLS certification and Medical Review Officer Certification. Board certified physician in occupational and environmental medicine through the American Board of Preventative Medicine and/or American Osteopathic Board of Preventative Medicine is preferred. Must demonstrate experience in the occupational medicine, interpretations of treadmill testing and ECG tracing, as well as spirometer interpretation.

Must be familiar with and have experience working within the requirements of NFPA 1582, IAFF/IAFC Wellness/Fitness Initiative, AZ POST* and OSHA regulations, as well as DOT Drug and Alcohol collection and testing.

(*Note: AZPOST certification is not necessary if Board certified.)

d. **PHYSICIAN ASSISTANT** - FULL OR PART TIME

a. Must be qualified and capable of performing the following responsibilities:

1) Perform baseline physicals; evaluate, treat and follow up on industrial injuries and infectious and hazardous exposures.

2) Support and implement on-going wellness program for fire department personnel.

3) Perform blood draws and evaluate lab assessments and stress treadmill to assess fitness for duty for fire fighters in accordance with NFPA 1582.

4) Perform pre-employment physicals for the City's partner's employees and potential employees.

5) Perform DOT/FMCSA exams and interface with patients and their primary care physician to assure proper health care.

6) Perform and interpret Drug and Alcohol testing for the City's partner's employees and potential employees in accordance with DOT/FTA and FMCSA.

7) Interface with fire fighters, police officers, and the City's partner's employees and their primary care physician to assure proper health care.

8) Develop, revise and update health care, policy, and other procedures at the Health Center, as needed.

9) Participate in research projects in public safety and city of Glendale employees health and wellness.

10) Prepare materials a necessary to assist in the health care and fitness training of public safety personnel.

b. Minimum Qualifications.
Must be nationally certified through the NCCPA, hold a current Arizona license, have an established DEA number, and be ACLS certified. Must demonstrate experience in the following areas: family practice, occupational medicine wellness and preventive medicine, or sports medicine. Must be familiar with and have experience working within the requirements of NFPA 1582 and the IAFF/IAFC Wellness/Fitness Initiative.Familiar with and experience in OSHA Regulations, and DOT/FTA and FMCSA regulations and Industrial Commission of Arizona Rules and interpretation of treadmill spirometer and hearing tests is preferred.

5. **CLINICAL MANAGER AND/OR REGISTERED NURSE** – FULL OR PART TIME

a. Must be qualified and capable of performing the following responsibilities:

1) Assist with preparation of charts and management of the flow of patients.

2) Perform back office evaluations, vital signs, vision, pulmonary function, hearing, and body composition examinations.

3) Perform first aid physicals, evaluate, treat and follow up on industrial injuries

4) Perform phlebotomy and administer medications as needed.

5) Perform resting 12-lead EKS's and stress tests.

6) Assist with infectious exposure consults and follow-ups.

7) Assist physicians with data collection for studies.

8) Assistant physicians with treatment of medical patients.

9) Assist with maintenance and stocking of medications and medical supply inventory.

b. Minimum Qualifications.
Registered nurse or other qualified and licensed health care provider in the state of Arizona with experience in occupational medicine, orthopedics, industrial rehabilitation, and infectious disease. ACLS certified, having two years' experience in treadmill testing, immunizations and schedule is preferred. Familiarity with and have experience working within the requirements of NFPA 1582 and the IAFF/IAFC Wellness/Fitness Initiative, OSHA Regulations, and DOT/FTA and FMCSA Regulations and Industrial Commission of Arizona Rules is preferred.

6. **CERTIFIED RADIOLOGY TECHNICIAN (CRT) or PRACTICAL RADIOLOGY TECHNICIAN (PRT)**- FULL OR PART TIME

a. Must be qualified and capable of performing the following responsibilities:

1) Will conduct on-site x-rays for annual physicals, urgent care and industrial injuries.

2) Will assist with all aspects of physical exams, phlebotomy, vision, hearing, and patient flow.

3) Will be accountable for the ethical, legal and professional responsibilities related to radiology practice and patient confidentiality.

4) Will monitor and maintain an adequate inventory of supplies and material to ensure non-interruption of services.

5) Will prepare and maintain accurate documentation.

b. Minimum Qualifications.
Must be licensed in Arizona with a certification or diploma from an approved/accredited school of Radiology Program with a minimum of two years' experience.

CRT and PRT may also serve as a medical assistant, receptionist and/or scheduler. See responsibilities, below.

7. **MEDICAL ASSISTANT** – FULL OR PART TIME

a. Must be qualified and capable of performing the following responsibilities:

1) Will assist with all aspects of physical exams, phlebotomy, vision, hearing, and patient flow.

2) Will be accountable for the ethical, legal and professional responsibilities related to patient confidentiality.

3) Will monitor and maintain an adequate inventory of supplies and material to ensure non-interruption of services.

4) Will prepare and maintain accurate documentation.

5) May be responsible for scheduling public safety physicals.

b. Minimum Qualifications.
Successful completion of a Medical Assistant Program through an accredited Institution with a minimum of two years experience.

The Medical Assistant could fulfill the role of the receptionist/scheduler. See responsibilities below.

8. **RECEPTIONIST/SCHEDULER** - FULL OR PART TIME

a. Must be qualified and capable of performing the following responsibilities:

1) Will be responsible for patient's medical and immunization record data entry.
2) Will answer telephones.
3) Will maintain sign-in log for both medical and industrial patients.
4) Will record all patients' visits in the computer.
5) Will prepare computerized medical charge sheets.
6) Will perform light typing for chart preparation.
7) Will verify appointments and prepare charts for physical examines.
8) Will assist patients with industrial paperwork
9) Will provide via fax industrial injury medical notes and work status information to Human Resources and Risk Management following all industrial visits.
10) Will provide via fax a copy of CDL Medical Certification cards to Human Resources and Risk Management.

b. Minimum Qualifications.
Must have a minimum of one year of experience working in a medical office. Ability to type 30 wpm, basic computer skills, ability to handle up to three incoming phone lines and pleasant communications over the telephone. Must have medical back-office skills and experience, and the ability to interact professionally with City personnel and medical personnel.

EXHIBIT D

AGREEMENT FOR PUBLIC SAFETY PHYSICALS AND RELATED HEALTH SERVICES

(Strength Training, Inc.)

CONFIDENTIALITY AGREEMENT

Confidentiality and Non-Disclosure Agreement

I, _____ do affirm that I will not divulge City of Glendale personal health, personal identification, taxpayer, attorney/client or other confidential information to any unauthorized person(s) for any reason. Neither will I directly nor indirectly use, or allow the use of, City of Glendale personal health, personal identification, taxpayer, attorney/client or other confidential information, including HIPPA protected information for any purpose other than that directly allowed by statutes, laws, rules and regulations, ordinances, associated with the operation and services provided at the Glendale Health Center. I understand that personal health information, personal identification, taxpayer, attorney/client and other confidential information, including financial data, is strictly confidential.

Furthermore, I will not, either by direct action or by counsel, discuss, recommend, or suggest to any unauthorized person the nature or content of any City of Glendale documents, personal health, personal identification, taxpayer, attorney/client or other confidential information.

Federal and/or state law protects disclosure of personal and health information and taxpayer information. Violation of confidentiality is cause for legal action where you and or your Company can be held personally liable.

I understand that signing this document does not preclude me from reporting instances of breach of confidentiality.

Signed: _____ Date: _____

Printed Name: _____

Company Name: _____

EXHIBIT E

Agreement for Occupational Health and Medical Services

CONTRACTOR PRICE SHEET AND CLARIFYING RESPONSE

DESCRIPTION OF SERVICE	COST
Prostate Exams	$ 50.00
Auditory Function Tests	$ 25.00
Vision Tests	$ 10.00
Pulmonary Function Tests	$ 55.00
Radiology (administer in-house, send out for reading)	20% off ICA fee
Randomizing of Drug & Alcohol Screens	$ 50.00
Routine Hearing Services (CDL Requirements)	$ 20.00
Routine Vision Services (CDL Requirements)	$ 15.00
Sick Visits	Copay/Coins
Spirometry (lung function) (Fire/Police)	$ 55.00
Stress Tests	$ 150.00
Surgical Procedures (Minor: Sutures, etc.)	20% off ICA fee
Urinalysis (for CDL, Random, Etc.)	$ 10.00
Walk-In Services: Non-worker's comp	Copay/Coins
Physicals	
Fire Fighter	$575
Police-AZ Post baseline	$360
Police-AZ Post annual	$280
Police-EOD (new & exisiting)	$430
Police-Reserve	$400
Police-Existing SWAT	$270
Police-New SWAT	$430
EMS-NonSworn	$350
No Show Physical	$80
Immunizations	
Hep A	$54.00
Hep B	$51.00
MMR	$55.00
TdaP	$40.00
Varicella	$70.00
Td	$25.00
Hearing Conservation with audiogram	$28.00
Review of Respiratory Questionnaire	$10.00

EXHIBIT F

AGREEMENT FOR PUBLIC SAFETY PHYSICALS AND RELATED HEALTH SERVICES

(Strength Training, Inc.)

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That _____ (hereinafter called the "Principal"), as Principal, and _____, a corporation organized under the laws of the State of ____, (hereinafter called the "Surety"), as Surety, are held and firmly bound unto the City of Glendale, a municipal corporation in the State of Arizona (hereinafter called the "Obligee"), as Obligee in the amount of _____ Dollars ($ _____), for the payment whereof the Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a written contract with the Obligee, dated the _____ day of _____, 20___, whereby Principal agreed to _____

_____

which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW THEREFORE, the condition of this obligation is such that, if Principal shall faithfully perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of said contract, with or without notice to the Surety, and shall also perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all authorized amendments, modifications or exercise of options to said contract that may hereafter be made between the Principal and Obligee, notice of such amendments, modifications or exercise of options to this Surety being hereby waived, then this obligation shall be null and void, otherwise to remain in full force and effect.

The prevailing party or any party which recovers judgment on this bond shall be entitled to such reasonable attorney's fees as may be fixed by the Court.

Signed this ____ day of _____, 20 ____.

"Principal"

By: _____

Its: _____

"Surety"

By: _____

EXHIBIT G

AGREEMENT FOR PUBLIC SAFETY PHYSICALS AND RELATED HEALTH SERVICES

(Strength Training, Inc.)

DISPUTE RESOLUTION

1. **Disputes.**

1.1 Commitment. The parties commit to resolving all disputes promptly, equitably, and in a good-faith, cost-effective manner.

1.2 Application. The provisions of this Exhibit will be used by the parties to resolve all controversies, claims, or disputes ("Dispute") arising out of or related to this Agreement-including Disputes regarding any alleged breaches of this Agreement.

1.3 Initiation. A party may initiate a Dispute by delivery of written notice of the Dispute, including the specifics of the Dispute, to the Representative of the other party as required in this Agreement.

1.4 Informal Resolution. When a Dispute notice is given, the parties will designate a member of their senior management who will be authorized to expeditiously resolve the Dispute.

a. The parties will provide each other with reasonable access during normal business hours to any and all non-privileged records, information and data pertaining to any Dispute in order to assist in resolving the Dispute as expeditiously and cost effectively as possible;

b. The parties' senior managers will meet within 10 business days to discuss and attempt to resolve the Dispute promptly, equitably, and in a good faith manner, and

c. The Senior Managers will agree to subsequent meetings if both parties agree that further meetings are necessary to reach a resolution of the Dispute.

2. **Arbitration.**

2.1 Rules. If the parties are unable to resolve the Dispute by negotiation within 30 days from the Dispute notice, and unless otherwise informal discussions are extended by the mutual agreement, the parties may agree, in writing, that the Dispute will be decided by binding arbitration in accordance with Commercial Rules of the AAA, as amended herein. Although the arbitration will be conducted in accordance with AAA Rules, it will not be administered by the AAA, but will be heard independently.

a. The parties will exercise best efforts to select an arbitrator within 5 business days after agreement for arbitration. If the parties have not agreed upon an arbitrator within this period, the parties will submit the selection of the arbitrator to one of the principals of the mediation firm of Scott & Skelly, LLC, who will then select the arbitrator. The parties will equally share the fees and costs incurred in the selection of the arbitrator.

b. The arbitrator selected must be an attorney with at least 10 years' experience, be independent, impartial, and not have engaged in any business for or adverse to either Party for at least 10 years.

2.2 Discovery. The extent and the time set for discovery will be as determined by the arbitrator. Each Party must, however, within ten (10) days of selection of an arbitrator deliver to the other Party copies of all documents in the delivering party's possession that are relevant to the dispute.

2.3 Hearing. The arbitration hearing will be held within 90 days of the appointment of the arbitrator. The arbitration hearing, all proceedings, and all discovery will be conducted in Glendale, Arizona unless otherwise agreed by the parties or required as a result of witness location. Telephonic hearings and other reasonable arrangements may be used to minimize costs.

2.4 Award. At the arbitration hearing, each Party will submit its position to the arbitrator, evidence to support that position, and the exact award sought in this matter with specificity. The arbitrator must select the award sought by one of the parties as the final judgment and may not independently alter or modify the awards sought by the parties, fashion any remedy, or make any equitable order. The arbitrator has no authority to consider or award punitive damages.

2.5 Final Decision. The Arbitrator's decision should be rendered within 15 days after the arbitration hearing is concluded. This decision will be final and binding on the Parties.

2.6 Costs. The prevailing party may enter the arbitration in any court having jurisdiction in order to convert it to a judgment. The non-prevailing party shall pay all of the prevailing party's arbitration costs and expenses, including reasonable attorney's fees and costs.

3. **Services to Continue Pending Dispute.** Unless otherwise agreed to in writing, Contractor must continue to perform and maintain progress of required services during any Dispute resolution or arbitration proceedings, and City will continue to make payment to Contractor in accordance with this Agreement.

4. **Exceptions.**

4.1 Third Party Claims. City and Contractor are not required to arbitrate any third-party claim, cross-claim, counter claim, or other claim or defense of a third-party who is not obligated by contract to arbitrate disputes with City and Contractor.

4.2 Liens. City or Contractor may commence and prosecute a civil action to contest a lien or stop notice, or enforce any lien or stop notice, but only to the extent the lien or stop notice the Party seeks to enforce is enforceable under Arizona Law, including, without limitation, an action under A.R.S. § 33-420, without the necessity of initiating or exhausting the procedures of this Exhibit.

4.3 Governmental Actions. This Exhibit does not apply to, and must not be construed to require arbitration of, any claims, actions or other process filed or issued by City of Glendale Building Safety Department or any other agency of City acting in its governmental permitting or other regulatory capacity.

MAP A

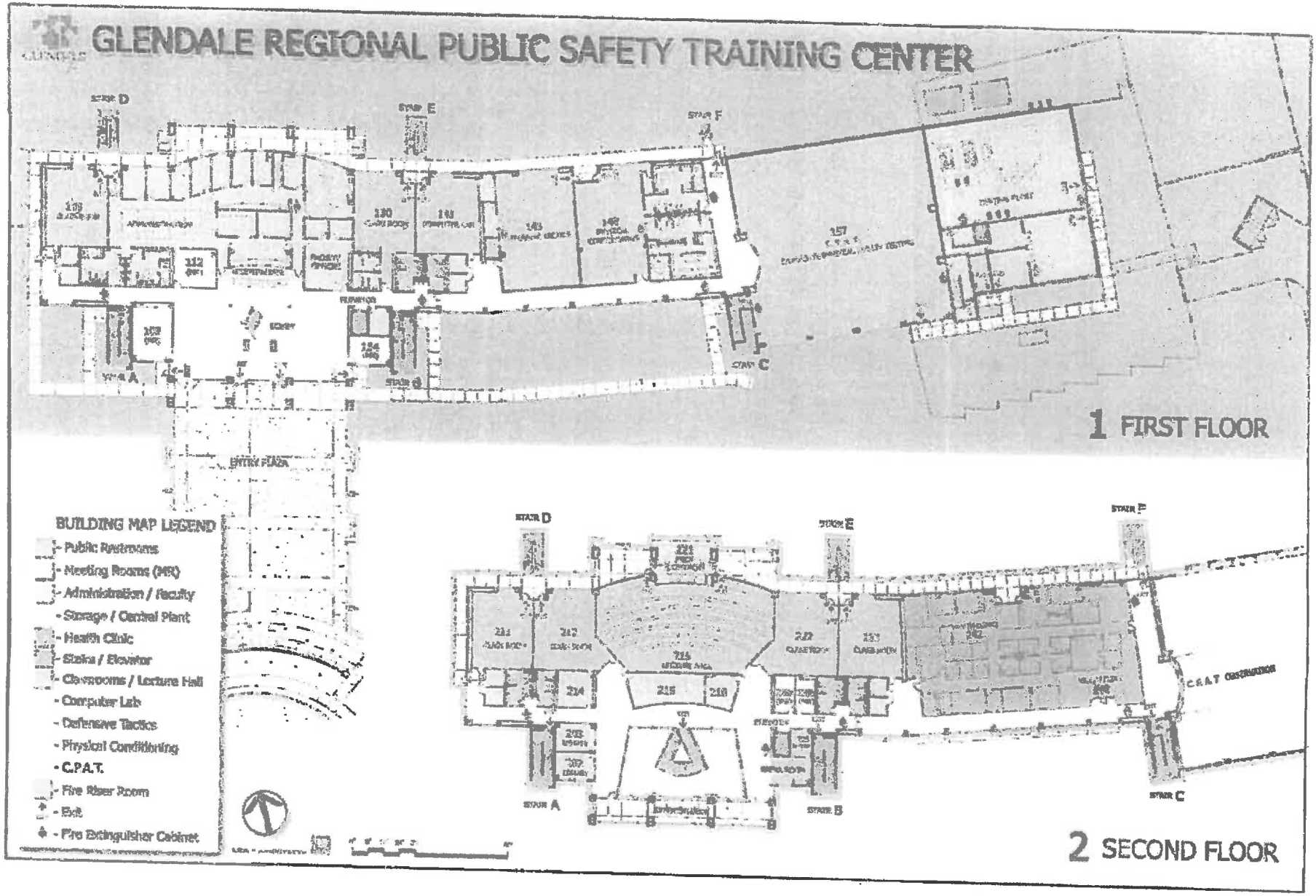
AGREEMENT FOR PUBLIC SAFETY PHYSICALS AND RELATED HEALTH SERVICES

(Strength Training, Inc.)

GRPSTC LAYOUT

[See attached]

GLENDALE REGIONAL PUBLIC SAFETY TRAINING CENTER



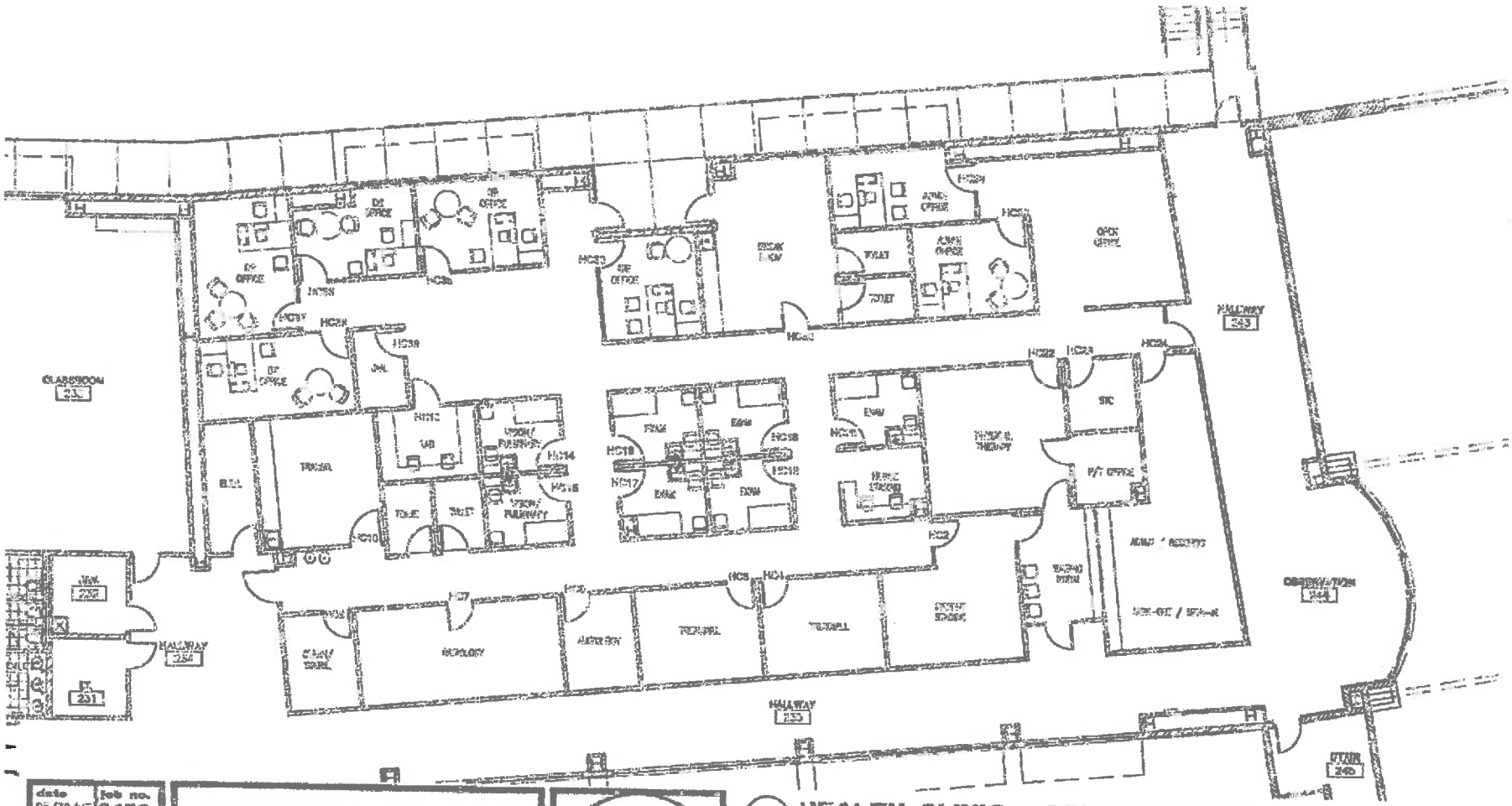
MAP B

AGREEMENT FOR PUBLIC SAFETY PHYSICALS AND RELATED HEALTH SERVICES

(Strength Training, Inc.)

HEALTH CENTER FLOOR PLAN

[See attached]



date	job no.
08/30/07	0470
drawn by	checked
SS	R/LE
SHEET TITLE	

GLENDALE REGIONAL PUBLIC SAFETY TRAINING CENTER

LEA-ARCHITECTS, LLC
1730 EAST NORTHERN AVENUE PHOENIX, AZ
ARCHITECTURE PLANNING INTERIORS CONSTRUCTION MANAGEMENT

HC-5

1 **HEALTH CLINIC - SCHEMATIC LAYOUT**
SCALE: 3/32" = 1'-0"

C-_____

LICENSE AND USE AGREEMENT FOR GLENDALE REGIONAL HEALTH CENTER

(Strength Training, Inc.)

This LICENSE AND USE Agreement is executed to be effective this ____ day of _____, 2015 ("Effective Date") between the CITY OF GLENDALE, an Arizona municipal corporation ("City" or "Licensor"), and STRENGTH TRAINING, INC., an Arizona corporation ("STI" or "Licensee"), for the use of the Glendale Regional Health Center.

RECITALS

A. City operates the Glendale Regional Public Safety Training Center ("GRPSTC") located at 11550 West Glendale Avenue, which includes approximately 6,000 square feet of space for operation of the Glendale Regional Health Center ("Health Center" or "Premises") under the direction of the Glendale Fire Department. The space is depicted on **Map A** ("GRPSTC") **and Map B** ("Health Center Floor Plan"), which are attached hereto and incorporated by this reference; and

B. City and STI desire for STI to use the Health Center to provide medical examinations and other related health services for City firefighters and employees of other public safety agencies, as more specifically provided in the "Agreement for Public Safety Physicals and Related Health Services" executed concurrently herewith and attached as **Exhibit A**.; and

C. City and Licensee desire to memorialize their agreement with this document.

AGREEMENT

In consideration of the mutual promises and covenants contained in this License, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the City and STI agree as follows:

1. Incorporation of Recitals. The above recitals are true and correct and are incorporated into and shall constitute a part of this Agreement.

2. Facility License and Use Fee.

2.1 The City hereby grants to Licensee the right to use the Premises consisting of approximately 6,000 square feet as depicted on **Map B** for the Term set forth in this Agreement for payment of a Use Fee equal to Three Thousand Dollars ($2,500.00) per month payable on a monthly basis on the first day of each month.

Fees for a partial month's use of the Premises shall be pro-rated at the rate of $83.33 per day.

Licensee acknowledges they have been using the facility since March 17, 2015 and as such, the prorated rent due for the period from March 17, 2015 to June 30, 2015 is $8,666.62.

Licensee shall remit its first payment of $11,166.62 to City on July 1, 2015 for STI's continued use of the Premises through July 31, 2015 and on the first day of the first month thereafter in accordance with the schedule outlined above to the following address:

Customer Service
City of Glendale
5850 West Glendale Avenue
Glendale, AZ 85301

If Licensee fails to pay any monthly fee in full on or before the 5th (fifth) day following the due date, the unpaid amount will accrue interest at a rate of 18% per annum or the statutory rate, whichever is less, from the due date until payment is made in full. The City's acceptance of any monies from Licensee is not an admission of the sufficiency of the amount of the payment, and the City reserves all legal rights to question the accuracy of Licensee's payments.

2.2 Effective Date & Duration. This License commences June 1, 2015 and continues for a time period consistent with the Term identified below, including any extensions or renewals.

2.3 Use Restrictions. Licensee is granted the right during any Term to occupy and use the Premises during the operating hours and only to provide firefighter physicals and related health services as provided in the "Agreement for Public Safety Physicals and Related Health Services." Licensee shall not use or permit others to use the Premises for any purposes other than as expressly permitted herein and within the scope of its ADHS facility license.

2.4 No Warranties by City. City licenses the Premises to Licensee in its current condition, "as is," with no representation or warranty by the City as to the quality, condition or suitability of use, and without any liability or obligation on the part of the City of making any alterations, improvements or repairs of any kind on or about the Premises.

2.5 Maintenance and Repair. During the Term, Licensee at it sole cost and expense shall keep and maintain the Premises in a neat, clean condition, clear of all obstructions or refuse of any kind.

2.6 Alterations and Modifications. Licensee shall not make any alterations or modifications to the Premises without the prior written consent of the City. All City-approved alterations and modifications shall be (i) performed and completed in a good, workmanlike manner at the sole cost and expense of Licensee; (ii) completed in compliance with all applicable laws, ordinances, codes, rules, regulations, and/or orders; and (iii) shall become a part of the Property, and any title shall vest in and be retained by City. Licensee shall, at its sole expense, construct all improvements in compliance with the Americans with Disabilities Act (ADA), as amended from time to time, including City amendments.

2.7 Right of Access/Inspection. The City reserves the right to control and manage the GRPSTC, including the Premises, and to enforce all necessary and proper rules for its management and operation. Licensee agrees to permit and escort authorized City employees or agents to enter the Premises, with the exception of any HIPAA protected areas or areas containing medical records or any other information protected by law ("Protected Areas"). If access is needed into Protected Areas for cleaning, repairs, etc., advance notice will be given to the Licensee to allow Licensee to secure all patient charts and other confidential records in the locking storage cabinets. A member of the Licensee's staff must remain present with the City employee or agent until work is completed.

2.8 City Obligations.

a. City shall maintain the Premises in good condition and repair, reasonable wear and tear excepted. City shall provide general house lighting, heating, air conditioning, water, sanitation, custodial service and certain furniture, fixtures and equipment as described on **Exhibit B** ("Equipment"). City is not obligated to provide computers or copiers. The City will provide annual fire inspections per the Arizona Department of Health Service requirements.

b. Security. The City assumes no obligation to provide security for the Premises, other than the security personnel in place for the GRPSTC. Any additional security or other protective service desired by the Licensee other than normal security provided by City for the GRPSTC facility, must be arranged for by special agreement with the City and the Licensee is responsible for all costs connected with any additional services.

c. Property Liability. The City assumes no responsibility whatsoever and has no obligation to reimburse the Licensee for any property, fixtures, equipment or other personal property placed by the Licensee in the Health Center. The Licensee expressly releases and discharges the City from any and all liabilities for any loss, injury or damages to property which may or do arise out of or be related to the use of the Health Center under this License.

d. The City assumes no responsibility for personal items, equipment or other items that remain in the Premises after the expiration of the License.

2.9 The Licensee is responsible for all damage, except normal wear and tear, to the Health Center facilities that occur in connection with Licensee's use, including but not limited to those caused by Licensee and its employees, agents, sub-contractors, invitees, and guests. The Licensee shall take all precautions to maintain the Premises in good repair and restore and return the Premises back to the City upon termination of the Agreement in as good condition as it was provided to the Licensee, ordinary wear excepted. If the Licensee does not maintain the Premises as required by the Agreement, the City may do all things necessary to restore the Premises to the prior condition with all costs being charged to the Licensee. The Licensee shall purchase replacement integrated equipment (chairs, tables, general house lighting, etc.) when the Licensee is responsible for damage as stated 2.9. This does not include the major medical equipment the City will maintain as listed in section 3.1 below.

3. Medical Equipment.

3.1 City shall provide medical equipment described on **Exhibit B** ("Equipment"), including a Spirometer for testing lung capacity, a hearing test booth, a Titmus vision test machine, digital x-ray machine, two treadmills with stress test equipment and EKG machines. The City will provide annual preventative maintenance on the two treadmills with stress test equipment and EKG machine, the Spirometer, and the x-ray machine, along with annual calibration of the Spirometer and hearing booth. Calibration information will be provided to the Licensee for their records. Blood samples may be sent to the Licensee's contracted medical laboratory for analysis and x-rays may be sent to an outside radiologist for interpretation.

3.2. The Licensee is responsible for the control, operation and use of all medical Equipment described on **Exhibit B** ("Equipment"). All damage, except normal wear and tear, to the Equipment that occurs in connection with Licensee's operation and/or use when providing services pursuant to the "Agreement for Public Safety Physicals and Related Health Services," including but not limited to those caused by Licensee and its employees, agents, sub-contractors, invitees, and guests shall be the sole responsibility of the Licensee. The Licensee shall fully indemnify the City for any claims that arise due to its operation and/or use of the equipment as described in Section 11.3, "Indemnification." It shall be the Licensee's sole responsibility to notify the City when any Equipment malfunctions or is in need of repair. While the equipment is under the control, operation and use of the Licensee and its employees, agents, sub-contractors, invitees, and guests, Licensee shall take all precautions to maintain the Equipment in good repair and return the Equipment back to the City upon termination of the Agreement in as good condition as it was provided to the Licensee, normal wear and tear excepted. If the Licensee damages the Equipment the City may do all things necessary to restore the Equipment to the prior condition, including if necessary, replacement of the Equipment, with all costs being charged to the Licensee.

The Licensee shall provide all durable medical supplies or equipment (BP cuffs, stethoscopes, glucose meters, calipers, body fat analyzers, lab equipment and other minor medical equipment) as needed. The City has no obligation to reimburse the Licensee for loss of or damage to their durable medical supplies, equipment or other personal property. The Licensee may insure such supplies, equipment or other personal property as needed.

4. Fund Appropriation Contingency.

Licensee understands that the continuation of this Agreement after the close of the City's current fiscal year, which ends on June 30, is subject to City Council appropriation of the necessary expenditures required by this Agreement, including expenditures for the operation of the Health Center. Should the appropriation required for funding of the GRPSTC, Health Center or the "Agreement for Public Safety Physicals and Related Health Services" not be made or not be made in full, the City may terminate this License as of the close of any fiscal year during the term of this License or at the time appropriation or funding for the necessary expenditures is not available.

5. **Termination.**

5.1 For Convenience. City or Licensee may terminate this License for convenience, without cause, by delivering a written termination notice stating the effective termination date, which may not be less than 90 days following the date of delivery.

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

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

7. **Insurance.**

7.1 Requirements. Licensee shall procure and maintain the following insurance for the duration of the License ("Required Insurance"):

a. Licensee and each Sub-Licensee, if any, performing work or services or providing materials related to this License must procure and maintain the insurance coverages described below (collectively referred to herein as the "Licensee's Policies"), until all obligations under this License are completed.

b. Commercial General Liability. Licensee and Sub-licensee must at all times carry commercial general liability on an occurrence basis with limits of at least $5,000,000 per occurrence and $5,000,000 annual aggregate for bodily injury and property damage, including products-completed operations and personal and advertising injury and Fire damage legal liability with limits at least $500,000 with coverage as broad as ISO Form CG 00 01.

c. Automobile Liability with coverage as broad as ISO Form CA 00 01 with limits no less than $1,000,000 per accident for Licensee and $1,000,000 per accident for Sub-licensee and covering owned, non-owned and hired automobiles.

d. Workers' Compensation and Employer's Liability. Licensee and Sub-Licensee shall provide workers' compensation insurance as required by State of Arizona with statutory limits and Employer's Liability insurance with limits no less than $1,000,000 per accident for bodily injury and disease.

e. Professional Liability (including medical malpractice and errors and omissions) insurance for liability arising out of, or in connection with the performance of all required services under the "Agreement for Public Safety Physicals and Related Health Services" with limits no less than $5,000,000 per occurrence and $5,000,000 aggregate. If the policy is written on a claims-made basis, the retroactive date must be shown and must be before the date of the contract. Insurance must be maintained for at least two years after termination of this contract. If coverage is canceled or non-renewed and not replaced with another claims made policy with a retroactive date prior to the contract effective date, the Licensee must purchase "extended reporting coverage" for a minimum of two years after contract termination.

f. If Licensee or Sub-licensee maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained.

g. Notice of Changes. Licensee and Sub-licensee must provide for not less than 30 days' advance written notice to City Representative of Cancellation or termination of Licensee's or Sub-Licensee's Policies.

h. Waiver of Subrogation. Licensee and Sub-Licensee hereby grant to City a waiver of any right to subrogation which any insurer of said Licensee or Sub-Licensee may acquire

against the City by virtue of the payment of any loss under such insurance. Licensee and Sub-Licensee agree to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

i. Certificates of Insurance.

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

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

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

j. Additional Insured Status. The City, its officers, officials, employees, and volunteers are to be covered and endorsed as additional insured's on the commercial liability and automobile liability policies.

k. The Licensees and Sub-Licensees insurance coverage must be primary. Any insurance or self-insurance policies or programs maintained by City shall be excess of Licensee's or Sub-Licensee's insurance and shall not contribute to it.

l. All insurance policies obtained pursuant to this section must be with companies legally authorized to do business in the State of Arizona and reasonably acceptable to all parties. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

7.2 Sub-Licensees.

a. Licensee must also cause its Sub-Licensees to obtain and maintain the Required Insurance.

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

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

7.3 Indemnification.

a. Licensee shall indemnity, defend, save and hold harmless the City, and their officers, officials, agents, and employees (hereinafter referred to as "Indemnitees") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Licensee or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Laws or arising out of the failure of Licensee to conform to any federal, state or local law, statute, ordinance, rule, regulation or court order/decree. It is the specific intention of the

parties that the Indemnitees shall, in all instances, except for Claims arising solely from the negligent or willful act or omissions of the Indemnitees, be indemnified by Licensee from any and all Claims. Licensee is responsible for primary loss investigation, defense and judgment costs where this indemnification applies.

b. Licensee is not required to indemnify any Indemnitees for, from, or against any Claims, demand or expense resulting from the Indemnified Party's sole negligence or other fault solely attributable to the Indemnified Party

8. **Performance Surety Requirements.**

The performance sureties shall be in the form of a bond, cashier's check, certified check or money order. Personal or company checks are not acceptable unless certified. Letters of credit are not acceptable. Individual sureties are not acceptable.

The Licensee shall, at the time of entering into the contract, furnish a performance surety in the form of a bond, money order or certified or cashier's check, in the amount of *25* percent of the contract amount for the Initial Term guaranteeing the faithful performance of the contract.

If a bond is submitted, it shall be written on the Performance Bond form, see **Exhibit C** provided by the City. The attorney-in-fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of the power of attorney. The bond must be written by a surety with a Best Rating no less than an A and must be authorized and licensed to do business in this State by the Arizona Department of Insurance. Individual sureties and letters of credit are not acceptable.

9. **Media Releases and Relations**

Licensee agrees that the City has primary responsibility for press contact and interaction. Any release of information to the media regarding the Health Center or any of its activities will be coordinated by the Glendale Fire Department ("GFD") Public Information Officer ("Glendale PIO") and Human Resources & Risk Management Department ("HR"), with input from the Licensee. News releases pertaining to the Health Center or any part of the services provided pursuant to this Agreement shall not be made by Licensee without prior written approval of the Glendale PIO. Prior to release, a copy of all public record and media releases regarding the Health Center or its participating agencies and activities shall be forwarded to the Glendale PIO and to Licensee. Licensee will not reveal any investigative information or operational procedures of the Health Center outside the parties except as required by law or competent authority.

10. **Immigration Law Compliance.**

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

10.2 Any breach of warranty under subsection 9.1 above is considered a material breach of this Agreement and is subject to penalties up to and including termination of this Agreement.

10.3 City retains the legal right to inspect the papers of any Licensee or subcontractor employee who performs work under this Agreement to ensure that the Licensee or any subcontractor is compliant with the warranty under subsection 9.1 above.

10.4 City may conduct random inspections, and upon request of City, Licensee shall provide copies of papers and records of Licensee demonstrating continued compliance with the warranty under subsection 9.1 above. Licensee agrees to keep papers and records available for inspection by the City during normal business hours and will cooperate with City in exercise of its statutory duties and not deny access to its business premises or applicable papers or records for the purposes of enforcement of this section.

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

10.6 Licensee's warranty and obligations under this section to the City is continuing throughout the term of this Agreement or until such time as the City determines, in its sole discretion, that Arizona law has been modified in that compliance with this section is no longer a requirement.

10.7 The "E-Verify Program" above means the employment verification program administered by the United States Department of Homeland Security, the Social Security Administration, or any successor program.

11. **Notices.**

11.1 A notice, request or other communication that is required or permitted under this Agreement (each a "Notice") will be effective only if:

a. The Notice is in writing; and

b. Delivered in person or by overnight courier service (delivery charges prepaid), certified or registered mail (return receipt requested); and

c. Notice will be deemed to have been delivered to the person to whom it is addressed as of the date of receipt, if:

(1) Received on a business day, or before 5:00 p.m., at the address for Notices identified for the Party in this Agreement by U.S. Mail, hand delivery, or overnight courier service on or before 5:00 p.m.; or

(2) As of the next business day after receipt, if received after 5:00 p.m.

d. The burden of proof of the place and time of delivery is upon the Party giving the Notice; and

e. Digitalized signatures and copies of signatures will have the same effect as original signatures.

11.2 Representatives.

a. Licensee. Licensee's representative (the "Licensee's Representative") authorized to act on Licensee's behalf with respect to the Project, and his or her address for Notice delivery is:

James ("Jim") Maher
c/o Strength Training, Inc.
17233 N. Holmes Blvd.
Phoenix, Arizona 85053
602-349-2545

b. City. City's representative ("City's Representative") authorized to act on City's behalf, and his or her address for Notice delivery is:

City of Glendale
c/o Fire Chief
6829 North 58th Drive
Glendale, Arizona 85301
623-930-4401

With required copy to:

City Manager
City of Glendale
5850 West Glendale Avenue
Glendale, Arizona 85301

City Attorney
City of Glendale
5850 West Glendale Avenue
Glendale, Arizona 85301

c. Concurrent Notices.

(1) All notices to City's representative must be given concurrently to City Manager and City Attorney.

(2) A notice will not be deemed to have been received by City's representative until the time that it has also been received by City Manager and City Attorney.

(3) City may appoint one or more designees for the purpose of receiving notice by delivery of a written notice to Licensee identifying the designee(s) and their respective addresses for notices.

d. Changes. Licensee or City may change its representative or information on Notice, by giving Notice of the change in accordance with this section at least ten days prior to the change.

12. **Financing Assignment.** City may assign this Agreement to any City-affiliated entity, including a non-profit corporation or other entity whose primary purpose is to own or manage the Project.

13. **Entire Agreement; Survival; Counterparts; Signatures.**

13.1 Integration. This Agreement contains, except as stated below, the entire agreement between City and Licensee and supersedes all prior conversations and negotiations between the parties regarding the Project or this Agreement.

a. Neither Party has made any representations, warranties or agreements as to any matters concerning the Agreement's subject matter.

b. Representations, statements, conditions, or warranties not contained in this Agreement will not be binding on the parties.

13.2 Interpretation.

a. The parties fairly negotiated the Agreement's provisions to the extent they believed necessary and with the legal representation they deemed appropriate.

b. The parties are of equal bargaining position and this Agreement must be construed equally between the parties without consideration of which of the parties may have drafted this Agreement.

c. The Agreement will be interpreted in accordance with the laws of the State of Arizona.

13.3 Survival. Except as specifically provided otherwise in this Agreement, each warranty, representation, indemnification and hold harmless provision, insurance requirement, and every other right, remedy and responsibility of a Party, will survive completion of the Project, or the earlier termination of this Agreement.

13.4 Amendment. No amendment to this Agreement will be binding unless in writing and executed by the parties, unless otherwise provided herein. Any amendment may be subject to City Council approval. Electronic signature blocks do not constitute execution.

13.5 Remedies. All rights and remedies provided in this Agreement are cumulative and the exercise of any one or more right or remedy will not affect any other rights or remedies under this Agreement or applicable law.

13.6 Severability. If any provision of this Agreement is voided or found unenforceable, that determination will not affect the validity of the other provisions, and the voided or unenforceable provision will be deemed reformed to conform to applicable law.

13.7 Counterparts. This Agreement may be executed in counterparts, and all counterparts will together comprise one instrument.

14. **Term.** The initial term of the contract shall be for one (1) year beginning on the Effective Date. The City may, at its option and with the approval of the Licensee, extend the term of this Agreement for one year, renewable in six-month increments, based upon satisfactory Licensee and Sub-Licensee performance. The City Manager or designee is authorized to execute any and all documents required to extend the contract. Licensee will be notified in writing by the City Materials Manager of its intent to extend the Agreement period at least 30 calendar days prior to the expiration of the original Agreement period. Price adjustments will be reviewed only during the Agreement renewal period. There are no automatic renewals of this Agreement.

15. **Dispute Resolution.** Each claim, controversy and dispute (each a "Dispute") between Licensee and City will be resolved in accordance with **Exhibit D**. The final determination will be made by the City.

16. **Exhibits.** The following exhibits, with reference to the term in which they are first referenced, are incorporated by this reference.

Exhibit A	Agreement for Public Safety Physicals and Related Health Services
Exhibit B	Equipment
Exhibit C	Performance Bond
Exhibit D	Dispute Resolution
Map A	GRPSTC Layout
Map B	Health Center Floor Plan

The parties enter into this Agreement as of the effective date shown above.

City of Glendale,
an Arizona municipal corporation

_____
By: Richard A. Bowers
Its: Acting City Manager

ATTEST:

_____
Pam Hanna, City Clerk (SEAL)

APPROVED AS TO FORM:

_____
Michael D. Bailey, City Attorney

STRENGTH TRAINING, INC.
an Arizona corporation

By: James [illegible] Alahet
Its: President

EXHIBIT A

Agreement for Public Safety Physicals and Related Health Services

EXHIBIT B

EQUIPMENT

The City will provide and maintain the following equipment:

Type of Equipment	COG inv id	serial no	location id
X-Ray Machine	COG25531	170-11893	*GRPSTC H-7*
Pulmonary Machine	COG23788	AJS01277	*GRPSTC H-15*
Hearing Test Machine	COG23779	BC 181 559	*GRPSTC H-6*
Treadmills 1	COG23780	Q5005279	*GRPSTC H-4*
Treadmills 2	COG23781	Q5005278	*GRPSTC H-5*
Vision testing 1		E243462	*GRPSTC H-17*
Health O Meter Scale		4020057900	*GRPSTC H-18*
Health O Meter Scale		4020057905	*GRPSTC H-19*
Tango M2 BP monitor			*GRPSTC H-4*
Exam light		0035134	*GRPSTC H-16*
Exam light		0035137	*GRPSTC H-17*
Exam light		0035138	*GRPSTC H-18*
Exam light		0035139	*GRPSTC H-19*
Exam light		0035142	*GRPSTC H-20*
Exam light		B3H000003345	*GRPSTC H-10*
Microwave		801TAXT02098	*GRPSTC H-32*
Refrigerator 1		DR312701	*GRPSTC H-13*
Refrigerator 2		AR312536	*GRPSTC H-32*

EXHIBIT C
PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That _____ (hereinafter called the "Principal"), as Principal, and _____, a corporation organized under the laws of the State of ____, (hereinafter called the "Surety"), as Surety, are held and firmly bound unto the City of Glendale, a municipal corporation in the State of Arizona (hereinafter called the "Obligee"), as Obligee in the amount of _____ Dollars ($ _____), for the payment whereof the Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a written contract with the Obligee, dated the _____ day of _____, 20___, whereby Principal agreed to _____
_____
which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW THEREFORE, the condition of this obligation is such that, if Principal shall faithfully perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of said contract, with or without notice to the Surety, and shall also perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all authorized amendments, modifications or exercise of options to said contract that may hereafter be made between the Principal and Obligee, notice of such amendments, modifications or exercise of options to this Surety being hereby waived, then this obligation shall be null and void, otherwise to remain in full force and effect.

The prevailing party or any party which recovers judgment on this bond shall be entitled to such reasonable attorney's fees as may be fixed by the Court.

Signed this ____ day of _____, 20 ____.

"Principal"

By: _____

Its: _____

"Surety"

By: _____

EXHIBIT D

DISPUTE RESOLUTION

1. **Disputes.**

1.1 Commitment. The parties commit to resolving all disputes promptly, equitably, and in a good-faith, cost-effective manner.

1.2 Application. The provisions of this Exhibit will be used by the parties to resolve all controversies, claims, or disputes ("Dispute") arising out of or related to this Agreement-including Disputes regarding any alleged breaches of this Agreement.

1.3 Initiation. A party may initiate a Dispute by delivery of written notice of the Dispute, including the specifics of the Dispute, to the Representative of the other party as required in this Agreement.

1.4 Informal Resolution. When a Dispute notice is given, the parties will designate a member of their senior management who will be authorized to expeditiously resolve the Dispute.

a. The parties will provide each other with reasonable access during normal business hours to any and all non-privileged records, information and data pertaining to any Dispute in order to assist in resolving the Dispute as expeditiously and cost effectively as possible;

b. The parties' senior managers will meet within 10 business days to discuss and attempt to resolve the Dispute promptly, equitably, and in a good faith manner, and

c. The Senior Managers will agree to subsequent meetings if both parties agree that further meetings are necessary to reach a resolution of the Dispute.

2. **Arbitration.**

2.1 Rules. If the parties are unable to resolve the Dispute by negotiation within 30 days from the Dispute notice, and unless otherwise informal discussions are extended by the mutual agreement, the parties may agree, in writing, that the Dispute will be decided by binding arbitration in accordance with Commercial Rules of the AAA, as amended herein. Although the arbitration will be conducted in accordance with AAA Rules, it will not be administered by the AAA, but will be heard independently.

a. The parties will exercise best efforts to select an arbitrator within 5 business days after agreement for arbitration. If the parties have not agreed upon an arbitrator within this period, the parties will submit the selection of the arbitrator to one of the principals of the mediation firm of Scott & Skelly, LLC, who will then select the arbitrator. The parties will equally share the fees and costs incurred in the selection of the arbitrator.

b. The arbitrator selected must be an attorney with at least 10 years experience, be independent, impartial, and not have engaged in any business for or adverse to either Party for at least 10 years.

2.2 Discovery. The extent and the time set for discovery will be as determined by the arbitrator. Each Party must, however, within ten (10) days of selection of an arbitrator deliver to the other Party copies of all documents in the delivering party's possession that are relevant to the dispute.

2.3 Hearing. The arbitration hearing will be held within 90 days of the appointment of the arbitrator. The arbitration hearing, all proceedings, and all discovery will be conducted in Glendale, Arizona unless otherwise agreed by the parties or required as a result of witness location. Telephonic hearings and other reasonable arrangements may be used to minimize costs.

2.4 Award. At the arbitration hearing, each Party will submit its position to the arbitrator, evidence to support that position, and the exact award sought in this matter with specificity. The arbitrator must select the award sought by one of the parties as the final judgment and may not independently alter or modify the awards sought by the parties, fashion any remedy, or make any equitable order. The arbitrator has no authority to consider or award punitive damages.

2.5 Final Decision. The Arbitrator's decision should be rendered within 15 days after the arbitration hearing is concluded. This decision will be final and binding on the Parties.

2.6 Costs. The prevailing party may enter the arbitration in any court having jurisdiction in order to convert it to a judgment. The non-prevailing party shall pay all of the prevailing party's arbitration costs and expenses, including reasonable attorney's fees and costs.

3. **Services to Continue Pending Dispute.** Unless otherwise agreed to in writing, Licensee must continue to perform and maintain progress of required services during any Dispute resolution or arbitration proceedings, and City will continue to make payment to Licensee in accordance with this Agreement.

4. **Exceptions.**

4.1 Third Party Claims. City and Licensee are not required to arbitrate any third-party claim, cross-claim, counter claim, or other claim or defense of a third-party who is not obligated by contract to arbitrate disputes with City and Licensee.

4.2 Liens. City or Licensee may commence and prosecute a civil action to contest a lien or stop notice, or enforce any lien or stop notice, but only to the extent the lien or stop notice the Party seeks to enforce is enforceable under Arizona Law, including, without limitation, an action under A.R.S. § 33-420, without the necessity of initiating or exhausting the procedures of this Exhibit.

4.3 Governmental Actions. This Exhibit does not apply to, and must not be construed to require arbitration of, any claims, actions or other process filed or issued by City of Glendale Building Safety Department or any other agency of City acting in its governmental permitting or other regulatory capacity.

LICENSE AND USE AGREEMENT FOR GLENDALE REGIONAL HEALTH CENTER

(Strength Training, Inc.)

MAP A

GRPSTC LAYOUT

[See attached]

LICENSE AND USE AGREEMENT FOR GLENDALE REGIONAL HEALTH CENTER

(Strength Training, Inc.)

MAP B

HEALTH CENTER FLOOR PLAN

[See attached]

File #: 15-477, **Version:** 1

AWARD OF PROPOSAL 15-06, PROPERTY MANAGEMENT SERVICES
Staff Contact: Jack Friedline, Director, Public Works

Purpose and Recommended Action

This is a request for City Council to waive reading beyond the title and adopt a resolution authorizing the Acting City Manager to enter into a one year agreement with MODE Real Estate Management, LLC (MODE) in the amount of $32,400 to provide property management services for the Bank of America Plaza Building, Promenade at Palmaire and associated reserved parking. This request also authorizes the Acting City Manager, at the Acting City Manager's discretion, to renew the agreement for an additional five years, in one-year increments.

Background

The City owns two related properties and the associated reserved parking which require full service, professional property management. The properties include The Bank of America Plaza Building, Promenade at Palmaire, and the access-controlled basement-level parking garage.

The property manager will be responsible for: keeping an accurate record of all transactions related to the property; leasing services to include securing new tenants and relocating and/or expand existing tenant locations; collection of monthly rent and deposits; and act as construction manager for tenant improvements and maintenance/repairs. In addition, to preserve and keep the premises in good repair and condition, the property manager shall regularly assess the condition of the building and its associated infrastructure system, establish and implement building preventive maintenance schedules, and develop an annual budget.

Analysis

The Materials Management Department issued Request for Proposal for property management services with specific evaluation factors including: capabilities of the firm and staff, cost, project approach, and references. Six proposals were received and evaluated by City staff, and it was determined that MODE Real Estate Management Services offered the most responsive, responsible proposal.

- The cost for property management services for the Bank of America Plaza is $1,800 per month or 3% of gross monthly rents collected, whichever is greater.
- The cost for property management of The Promenade at Palmaire is $900 per month.
- The cost for major repairs may be over and above the service contract.
- The agreement is for one (1) year initial period with the option to extend the term for an additional five (5) years, renewable on an annual basis.

Previous Related Council Action

In November 2008, a contract was awarded to MODE Real Estate Management services. The contract was renewed through October 2014.

In October 2005, a contract was awarded administratively to NAI Horizon. The contract was renewed through October 2008.

In October 2000, City Council approved an agreement with NAI Horizon. The contract was renewed through October 2005.

Community Benefit/Public Involvement

This agreement will help to keep the rental units in the two buildings in good condition and encourage a higher level of occupancy. Fewer vacancies can indicate healthy local economy with employment opportunities and a good quality of life for the neighborhood.

Budget and Financial Impacts

The cost of the property management services is approximately $32,400 per year, with a total estimated cost of $194,400 over a six (6) year period. Price adjustments will only be reviewed during contract renewal. In addition to property management services, MODE will perform leasing services as rental spaces become available within the specified property locations. The fee for securing new tenants within available spaces will be 5% of the gross income of the lease agreement and 6% of the gross income of the lease agreement should an outside broker be involved in the transaction(s). The fee for any lease renewal(s) is 3% of the gross income of the lease agreement.

MODE will also perform Construction Management Services as outlined in the specifications. The fee for this service will be 2% of the total cost of the construction contract.

Funding is available in the FY 2015-2016 budget; renewals will be contingent on Council annual budget approval.

Cost	Fund-Department-Account
$21,600	1000-13710-518200, Bank of America Bank Building
$10,800	1000-13715-518200, Promenade at Palmaire

Capital Expense? No

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

powered by Legistar™

RESOLUTION NO. 4995 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF AN AGREEMENT ENTITLED "PROPERTY MANAGEMENT AGREEMENT FOR THE BANK OF AMERICA PLAZA & THE PROMENADE AT PALMAIRE" BETWEEN CITY OF GLENDALE AND MODE REAL ESTATE MANAGEMENT SERVICES REGARDING THE REAL PROPERTY AT 5800 WEST GLENN DRIVE ("OFFICE SPACE"), AND THE STREET LEVEL RETAIL COMPONENT OF BANK OF AMERICA PLAZA PARKING GARAGE, KNOWN AS "THE PROMENADE AT PALMAIRE," LOCATED AT 5835 WEST PALMAIRE AVENUE ("STREET RETAIL").

WHEREAS, the City of Glendale entered into a Property Management Agreement (Contract No. C-6616) with MODE Real Estate Management Services on November 1, 2008,

WHEREAS, the terms of the original Agreement (Contract No. C-6616) have expired,

WHEREAS, that the City of Glendale finds that it is in the best interest of the City of Glendale and the citizens thereof to enter into the Property Management Agreement with MODE Real Estate Management Services,

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GLENDALE as follows:

SECTION 1. That it is deemed in the best interest of the City of Glendale and the citizens thereof that the Property Management Agreement for the Bank of America Plaza & The Promenade at Palmaire regarding the real property at 5800 West Glenn Drive ("Office Space"), and the street level retail component of Bank of America Plaza parking garage, known as "The Promenade at Palmaire," located at 5835 West Palmaire Avenue ("Street Retail") be entered into, which agreement is now on file in the office of the City Clerk of the City of Glendale.

SECTION 2. That the Mayor or City Manager and the City Clerk be authorized and directed to execute and deliver said agreement on behalf of the City of Glendale.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this _____ day of _____, 2015.

_____
M A Y O R

ATTEST:

_____
City Clerk (SEAL)

APPROVED AS TO FORM:

_____
City Attorney

REVIEWED BY:

_____
Acting City Manager

r_eng_mode.doc

PROPERTY MANAGEMENT AGREEMENT FOR THE BANK OF AMERICA PLAZA & THE PROMENADE AT PALMAIRE Between

City of Glendale

and

MODE Real Estate Management Services

This PROPERTY MANAGEMENT AGREEMENT FOR THE BANK OF AMERICA PLAZA & THE PROMENADE AT PALMAIRE ("Agreement") is entered into and effective as of _____, 2015, between the City of Glendale, an Arizona municipal corporation ("City") and MODE Real Estate Management Services, an Arizona limited liability company ("Company").

Recitals

I.

City is the owner of real property known as the The Bank of America Plaza building located at 5800 West Glenn Drive ("Office Space"), and the street level retail component of the Bank of America Plaza parking garage, known as "The Promenade at Palmaire," located at 5835 West Palmaire Avenue ("Street Retail"), both in Glendale, Arizona 85301, collectively referred to as the "Property" and all as described in the attached Exhibit A; and

II.

Company is a licensed real estate broker under the applicable laws of the State of Arizona and is in the business of managing properties; and

III.

Company desires to accept work as an independent contractor for the compensation and on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, for valuable consideration, City and Company hereby agree as follows:

ARTICLE I
GENERAL PROVISIONS

1.1 Scope of Work. City hereby contracts with Company to lease, manage, repair and maintain the Property as described in Solicitation No. 15-06 (Exhibit B) and the Company's response to the solicitation (Exhibit C), all as attached and incorporated herein. Company agrees to perform all services required for the compensation and duration, and subject to the terms and conditions, as set forth in this Agreement. Any inconsistency between Exhibits B and C and this Agreement will be resolved by the terms and conditions in this Agreement.

1.2 Term. Unless sooner terminated as provided herein, the term of this Agreement commences on the effective date stated above and will continue for a period of (1) year thereafter. The City may, at its option and with the approval of Company, extend the term of this Agreement an additional five (5) years, renewable on an annual basis. City's Material

Manager will notify Company of City's intention to extend the Agreement period at least thirty (30) calendar days prior to the expiration of the original period. Price adjustments will only be considered during renewal. Upon termination of this Agreement all obligations or rights of the Parties expire except for accrued rights and obligations as of the termination date and any others as may be specifically stated under this Agreement.

ARTICLE 2
DUTIES AND OBLIGATIONS OF COMPANY

2.1 General. Subject to the approval rights of the City or its employee acting as Property Manager ("Property Manager") as set forth in this Agreement, Company shall provide normal and customary property management services for the Property. Company's obligations shall include the specific duties set forth in this Agreement.

2.2 Standard for Performance by Company. Company shall use diligent professional efforts to perform the services required hereunder.

2.3 Specific Services.

2.3.1 Record-Keeping. Company shall maintain, at its Arizona office, accurate books of account and records of transactions relating to the Property as are customarily maintained by managers of similar property, using generally-accepted accounting principles as defined by the Governmental Accounting Standards Board, and as may otherwise be reasonably required by City under this Agreement. Records shall include originals or copies of invoices, receipts, warranties, and all correspondence and other related informational materials. Company shall make records available to City, its accountants and other agents for inspection at Company's place of business at any time during reasonable business hours. The Company or its accountants or other agents shall duplicate and forward to the City any materials requested by the City and applicable to this Agreement.

2.3.2 Collection and Deposit of Funds, Operating Accounts. Company shall take all action reasonably required to collect rents, utility payments and other funds payable under tenant leases on their respective due dates. Monthly collections and other monies received or collected by Company with respect to this Agreement, including tenants' security deposits, must be deposited within three (3) business days into an interest-bearing checking account ("Operating Account") with a federally-insured banking institution, licensed in Arizona, under the name of the Company but "for City of Glendale." Expenditures that Company is authorized to make by the terms of this Agreement, or by other written authorization of City, will be paid from the Operating Account. The interest accrued in the Operating Account belongs to the City, although the Operating Account is owned by Company and will be opened using Company's tax identification number. Company is not authorized to accept third party checks or cash.

2.3.3 Other Reports. Company will promptly provide to Property Manager any reports, records and documents relating to the Property as Property Manager may from time to time request. Company shall promptly comply with written instructions given by Property

Manager concerning the specific form or content of reports, records or documents. Additional reports, records and documents may include an inventory of equipment, furniture and other personal property of City located on the Property, salary schedules, competition surveys, rent schedules, forms and brochures utilized for the Property, service contracts, leasing status reports, tenant improvement work-in-progress reports, and tenant profile reports.

2.3.4 Leasing. Company shall use diligent efforts to secure new tenants and renew, relocate and/or expand the premises, as appropriate, of existing tenants in the Property. Company may negotiate leases for the Property or any part, including renewals and expansions. However, the form and substance of all leases shall not vary from the Master Lease, as or as may be approved by City Council. Property Manager must approve the identity of individual tenants prior to the execution of any lease, renewal or expansion. Variations to the Master Lease, and any amendment or expansion to an existing lease, may require formal action of the City Council of Glendale at a regularly scheduled City Council meeting, and Company shall inform prospective and existing tenants of City requirements and timing during negotiation.

2.3.5 Reserved Parking Space Rental. On behalf of the City, Company is authorized to enter into parking agreements; collect rents; coordinate the issuance, deployment and termination of parking access cards; and maintain records regarding monthly rental of the access-controlled parking spaces on the lower level of the parking garage structure of which The Promenade at Palmaire is a part. Rental of these spaces is not limited to tenants of the Property, but is open to anyone who is willing to enter into an agreement and pay the monthly rental fee. Company has no maintenance responsibilities for these parking spaces or the basement area of the parking garage in which these spaces are located.

2.3.6 Lease Enforcement. Company shall take preliminary actions to terminate tenancies by signing and serving notices and taking all actions necessary or appropriate. No tenancies will be finally terminated without approval of Property Manager. Company will promptly notify Property Manager of any tenants delinquent in rent or other fees and charges that are due and payable by tenant.

2.3.7 Construction Management. When construction on the Property is necessary, Company shall notify the City in writing. Upon request by Property Manager, Company will serve as construction manager for construction at the Property. Construction management, for the purposes of this Agreement means planning, coordinating and overseeing construction projects, in whole or in part, as a representative of the City. Construction management includes, but is not limited to, scheduling and coordinating design of the project; selecting, hiring and overseeing specialty trade contractors; ensuring the safety of employees and the general public; and overseeing the quality and timeliness of the construction. Company will not act as, nor considered to be, a contractor unless specifically requested by City to provide construction services. Company will coordinate the services of the contractors engaged to perform construction work at the Property. In connection with authorized construction work, Company may:

(a) Provide prospective or renewing tenants with space planning services, including, without limitation, by preparing working drawings, to the extent Company reasonably believes those types of services would attract or retain tenants and the expenses are included in the City's budget for the operation and maintenance of the Property ("Approved Budget"); and

(b) Arrange for routine or minor capital improvements for the Property in accordance with the Approved Budget; and

(c) Upon the written request or with the written approval of Property Manager, arrange for major capital improvements for the Property.

2.3.8 Repairs and Maintenance. Company will arrange for and supervise all repairs, replacements, alterations, additions, improvements, decorations and maintenance (Collectively "Repairs") on the Property that are included in the Approved Budget. The Repairs include repairs of any personal property located on the Property and owned or held as security by City. Company will not incur any expenditure not in the Approved Budget without the prior written approval of Property Manager, except where, in the reasonable opinion of Company, an emergency necessitates the expenditure. In emergency, Company will obtain at least a prior verbal approval from Property Manager.

2.3.9 Competitive Bids. Except for vendors who have a current service contract with the City or for the Property, Company will obtain at least three quotations from qualified contractors and vendors for any expenditure up to $50,000. All expenditures over $10,000 must be based on three written quotations. All expenditures over $50,000 must be made by the City in compliance with its formal purchasing procedure, set forth in Glendale City Code, Chapter 2, Article V. The City may require Company to provide evidence that Company's vendors are current service contractors or that appropriate competitive quotations were obtained in compliance with the City's purchasing ordinance.

2.3.10 Customary Services. Unless City makes other arrangements, Company will contract for all services to tenants that are customarily rendered in connection with the operation of real property (hereinafter referred to as "Customary Services"). Contracts will be in the name of the City; however, Company shall administer and enforce all contracts entered under authority of this Agreement. Customary Services include, but are not limited to, parking management, which are limited to the rental of, with no associated maintenance responsibilities for, the access-controlled reserved parking spaces on the lower level of the parking structure at a monthly rate approved by the City; janitorial services; landscaping service; security and guard services; air conditioning maintenance services; and storage and warehousing. All Customary Services must be managed in a prudent business manner including the making and preservation of all records and accounts pertaining to the services. All independent contractors engaged to perform Customary Services pursuant to this Agreement must carry policies of insurance with limits of not less than $1,000,000 for each of Commercial Automobile Liability Insurance and Commercial General Liability Insurance coverage, plus the statutory minimum for Workers' Compensation Insurance and Employees'

Liability coverage. Company has the duty in the absence of the request, to promptly provide, or cause to be provided, evidence of insurance to the City. Company has the responsibility to request, monitor and maintain current independent contractor certificates of insurance naming the City as an additional insured on commercial auto and general liability policies.

2.3.11 Governmental Requirements. Company shall advise the City of any notices from governmental authorities relating to the Property within twenty-four (24) hours of receipt. At the request of City, Company will take any actions necessary to ensure compliance with governmental requirements.

2.3.12 Employees. Company will employ, or require any entity under its control to employ, as many employees as Company considers necessary or appropriate to fulfill its duties under this Agreement. Employee expenses not reflected in the Approved Budget are not authorized without prior written approval by the City. All persons engaged by Company pursuant to this Agreement are considered employees of Company and not of City. Company shall: (a) pay all wages and other benefits payable to its employees; (b) maintain adequate payroll records for all of its employees; (c) remit to the proper governmental authorities all required income and social security withholding taxes, unemployment insurance payments, workers' compensation payments and any other amounts with respect to wages and other benefits payable to such employees as may be required under applicable laws, together in each case with all required reports or other filings, and (d) obtain, maintain and administer all medical, disability and other insurance and other fringe benefits as may be required by law. Company shall ensure that all employees who handle funds are bonded by a fidelity bond in an amount sufficient to cover all loss or theft of funds.

2.3.13 Office. Company shall maintain an office within the State of Arizona for the coordination, supervision and performance of Company's duties and responsibilities under this Agreement.

2.3.14 Rules and Regulations. Company shall make any necessary or appropriate rules and regulations for the operation of the Property. However, no rules or regulations will be effective until approved by the Property Manager.

2.3.15 Advertising and Public Relations. Company will place newspaper advertisements, radio or television spots or other media advertising which Company believes is appropriate for the effective marketing of the Property. All advertising and promotional contracts will adhere strictly to the Approved Budget unless the Property Manager otherwise specifically consents in writing. Upon request of the Property Manager, Company shall provide copies or other proof of the advertising efforts employed by Company relative to the Property. Company shall also, at the City's request, cooperate with the City for events and promotional activities in the downtown Glendale area that may affect the tenants or the Property.

ARTICLE 3
BUDGET

3.1 Compliance with Budget. All activities of Company performed under this Agreement will be performed in substantial compliance with the Approved Budget.

3.2 Property Budget. On or before December 15 of each year of this Agreement, Company shall submit to the City, for approval, a proposed budget for the Property ("Property Budget") for the upcoming City fiscal year, which runs from July 1 through June 30. The Property Budget will be in form and content as Property Manager may require and detail all costs, fees and expenses Company expects to incur in the performance of this Agreement for the upcoming fiscal year. The total Property Budget may not exceed the total Approved Budget.

3.3 Approval of Budget(s). Property Manager may approve or disapprove the submitted Property Budget, which must be in the form of and contain the substance required by the Property Manager, within ten (10) business days after Property Manager's receipt of the Property Budget. If the Property Manager disapproves the Property Budget, Company will continue to perform its obligations under this Agreement, and Property Manager and Company agree to use their best efforts to reach agreement on a Property Budget.

ARTICLE 4
BOOKS, RECORDS AND ACCOUNTS

4.1 Operating Account.

4.1.1 Advanced Funds. The City will formally advance to Company an amount estimated to fund two (2) months of normal operations and maintenance, to be held and used by Company until its final billing to the City for services, pursuant to Article 4.2.4. Any interest earned on this advance belongs to City.

4.1.2 Unusual Expenses. The parties understand that from time to time unusual business expenses will be incurred. Company may request additional funding from City accompanied by submittal of detailed documentation explaining the request. The Property Manager will approve all reasonable requests and ensure that appropriate funds are advanced to Company.

4.1.3 Month-End Accounting. Within twenty (20) business days following the end of each month, Company will submit to City an itemized accounting of the month just ended. Only expenditures actually incurred and paid out, along with that month's property management fee, will be included in the accounting. The itemized report will be categorized by Company's check number or, if an electronic payment, bank's assigned transaction number, within the same categories as used in the Property Budget. In addition, a comparison of contract-to-date expenditures and management fees to contract-to-date budget totals, including dollar and percentage variances, will be provided to the Property Manager by Company. On request and selection of the Property Manager, Company will submit the corresponding detail for the

indicated expenditures submitted on the billing. The supporting detail request may include copies of actual expense allocations, reconciled bank statements, paid invoices, or payroll registers. Along with the accounting, Company will submit to City payment representing the net cash flow for the month just ended, along with any excise tax collected on behalf of the City.

4.1.4 City Approval. Within ten (10) business days following receipt of Company's itemized accounting, Property Manager will notify Company of City's approval of Company's properly prepared and approved report of the prior month or, if not approved, the reason(s) for non-approval and a request for correction or clarification.

4.1.5 Final Accounting. When Company submits its final accounting under this Agreement, Company will close the Operating Account and include in its remittance to the City any remaining balance in the Operating Account.

4.2 Periodic Accounting and Reports.

4.2.1 Monthly Reports. On or before the twentieth (20th) business day of each calendar month during the term of this Agreement, Company shall deliver to Property Manager an Income and Expense Report, in form satisfactory to the Property Manager, reflecting: (a) all new leases executed during the preceding calendar month, their terms, the monthly rental, separately itemizing any last month's prepaid rentals and security deposit(s) paid; (b) gross rentals collected during the preceding calendar month; (c) status of security deposits of record; (d) all expenses paid during the preceding month; (e) all leases under which the tenant is more than thirty (30) calendar days in arrears in the payment of rent or any other payment or under which the tenant is otherwise in default, specifying the amount of a monetary default and the nature of any non-monetary default; and (f) any other information as City may from time to time may reasonably require. The report shall include a written explanation of material deviations from the Property Budget.

4.2.2 Annual and Final Accounting. On or before August 31st of each year, Company will prepare and deliver to the Property Manager an accounting of security deposits and all revenue from all sources, separately categorized, if known to Company, and all costs, fees and expenses paid or incurred by Company under this Agreement for the preceding fiscal year. Within sixty (60) calendar days after the expiration of or earlier termination of this Agreement, Company will prepare and deliver to Property Manager an accounting of security deposits and all revenue from all sources, separately categorized, if known to Company, and all costs, fees and expenses paid or incurred by Company under this Agreement for the account of the City during the term of this Agreement. The final accounting will include detail as the Property Manager may reasonably require.

4.2.3 Certification and/or Audit of Annual and Final Accounting. The annual and final accounting required by Section 4.2.2 hereof shall be certified by an

authorized officer of Company, and, if requested by City, be audited by an independent certified public accountant approved by City. The costs, fees and expenses of any independent audit required pursuant to this Section constitute an operating expense under this Agreement.

4.2.4 Reporting Formats. The reports required by this Section 4.2 shall be in the applicable format specified by Property Manager, subject to changes as the Property Manager may from time to time request.

ARTICLE 5
COMPENSATION TO COMPANY

5.1 Property Management. Each month, City shall pay to Company a fee equal to three percent (3.0%) of the gross monthly rents collected for the Office Space or One thousand and eight hundred dollars ($1,800.00), whichever is more, plus nine hundred dollars ($900.00).

5.2 Leasing. The City grants Company an Exclusive Authorization to Lease for the term of this Agreement, including any extensions, giving Company the exclusive right to negotiate leases of the Property at rental prices and upon terms and conditions acceptable to the Property Manager. Company has exclusive right to place its sign(s) on the Property. Property Manager will refer all inquiries to Company. Company will receive commissions for leases in accordance with the following:

5.2.1 Office Space Leasing Commission. If a new tenant satisfactory to the Property Manager is procured for the Office Space who is ready, willing and able to lease the property on terms acceptable to the Property Manager prior to the expiration of this Agreement or any extension, whether procured by Company, City employee or anyone else, City will pay Company a leasing commission equal to five percent (5%) of the gross rent payable for the non-cancelable term for leases negotiated and executed. If tenant is represented by another Broker, the commission will be increased by one percent (1%) to facilitate a commission split between the Broker and Company.

5.2.2 Street Retail Leasing Commission. If a new tenant satisfactory to the Property Manager is procured for the Street Retail who is ready, willing and able to lease the property on terms acceptable to the Property Manager prior to the expiration of this Agreement or any extension, whether procured by Company, City employee or anyone else, City will pay Company a leasing commission equal to the greater of six percent (6%) of the gross rent payable for the term of the lease or $6.00 per square foot of leased space, excluding corridor area.

5.2.3 Catlin Court/Historic Downtown Commission. If (a) a tenant satisfactory to the Property Manager is procured for the Street Retail who is ready, willing and able to lease the property on terms acceptable to the Property Manager prior to the expiration of this Agreement or any extension, whether procured by Company, City employee or anyone else; and (b) the tenant is an existing legal business operating within Catlin Court or Historic Downtown

Glendale; and (c) tenant's relocation to the Street Retail is determined by Property Manager to represent an expansion of the existing Catlin Court or Historic Downtown Glendale business, City will pay Company a leasing commission equal to five percent (5%) of the gross rent payable for the term of the lease.

5.2.4 Renewal Commission. If an existing Office Space or Street Retail tenant executes a renewal or expansion of an existing lease, City will pay Company a leasing commission equal to one-half (1/2) of the commission that would be due and payable if a new tenant were procured for the same term and square footage. No increase in commission will be paid for existing tenants claiming representation by another Broker.

5.2.5 Commission Under Expiration/Termination. If, within ninety (90) calendar days after expiration of this Agreement or any extension, the City consummates a lease with any person or entity with whom Company has negotiated or to whom marketing information has been submitted by Company prior to expiration or extension, in an effort to effect a lease of the Property, and whose name appears on any list for that purpose which Company has mailed to the Property Manager at any time within ten (10) calendar days immediately following the expiration of extension.

5.3 Other Fees. On occasion, market conditions may warrant additional fees to a procuring cooperating broker. Variances will be based on extenuating circumstances such as the proposed lease rate, quality of tenant, term of lease, and occupancy rate at the Property at the time of lease. Any variance must be justified to and pre-approved on a case-by-case basis by Property Manager.

5.4 When Commissions Due. Commissions are earned and payable following mutual lease execution and upon presentation of a statement by Company to Property Manager.

5.5 Conflicting Terms. If the Company requires the execution of its standard Exclusive Authorization to Lease form, City will cooperate with its execution. However, any conflicts between the terms of this Agreement and the terms of the standard form, will be controlled by this Agreement.

5.6 Construction Management. Upon Property Manager approval Company will receive a construction management fee equal to two percent (2%) of the cost of tenant improvements and the cost of capital improvements which are directly coordinated and supervised by Company.

5.7 General Contractor. Property Manager may request in writing, if the Company is otherwise qualified, that Company act as City's general contractor. If Company acts as City's general contractor City will pay Company for its services an amount equal to a market rate percentage of the total cost of each construction project. Prior to performing any services as City's general contractor Company will agree in writing on a construction budget for the proposed alterations or construction and an estimate of the general contractor's fee, including reimbursement for general conditions.

ARTICLE 6
INDEMNIFICATION, INSURANCE AND DISCLOSURES

6.1 Indemnification. Company shall indemnify, defend, save and hold harmless the City of Glendale and its departments, officers, officials, agents, and employees (hereinafter referred to as "City") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorney's fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Company or any of its owners, officers, directors, agents, employees or contractors (sub-contractors), company's or sub-company's, arising out of or related to Company's management, operation, occupancy and use of the Leased Premises. It is the specific intention of the parties that the City shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the City, be indemnified by Company from and against any and all claims. The parties agree that Company will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration for the use and occupancy of the Leased Premises, the Company agrees to waive all rights of subrogation for the management, operation, use and occupancy of the Leased Premises, the Company agrees to waive all rights of subrogation against the City, its officers, officials, agents and employees for losses arising from the use, occupancy or condition of the Leased Premises.

6.2 City's Liability Insurance. City will self-insure or maintain commercial general liability insurance with respect to the Property having an aggregate limit of not less than $10,000,000.

6.3 Company's Insurance. Company shall, at its own expense, secure and maintain the following insurance from insurers licensed to do business in the state in which the Property is located and which have a rating of not less than A-, as reported in the most recent edition of *Best's Insurance Reports,* in forms acceptable to City:

6.3.1 Commercial General Liability Insurance. Commercial general liability insurance on an occurrence basis in an amount not less than $1,000,000 per occurrence and in the aggregate; and insurance shall include, but not be limited to the following coverages: Premises and Operations coverage with X, C and U exclusions deleted, if applicable, Owner's and Contractor's Protective coverage, Broad Form Contractual Liability coverage including both oral and written contracts; Personal Injury coverage; Broad Form Property Damage coverage, including completed operations; Products and Completed Operations coverage; an endorsement naming City and its affiliates as additional insureds; and an endorsement affording thirty (30) calendar days advance written notice of cancellation, modification or non-renewal of coverage and ten (10) calendar days advance written notice of cancellation of coverage for non-payment of premium.

6.3.2 Errors and Omissions. Errors and omissions insurance in the amount of $1,000,000. Insurance shall be maintained at all times during Company's performance under this Agreement. If insurance is on a claims made basis, it shall be maintained at all times during Company's performance under this Agreement; for a period of five (5) years following termination of this Agreement; and shall have a retroactive date of inception prior to or coinciding with the effective date of this Agreement.

6.3.3 Commercial Auto Liability Insurance. Commercial automobile liability insurance on an occurrence basis in the amount of $1,000,000 combined single limit; and including the following coverages: owned autos; hired or borrowed autos; non-owned autos; an endorsement naming City and its affiliates as additional insureds; and affording thirty (30) calendar days written notice of cancellation to City in the event of cancellation, modification or non-renewal of coverage and ten (10) calendar days advance written notice of cancellation of coverage for non-payment of premium.

6.3.4 Workers' Compensation. Workers' Compensation insurance complying with all applicable laws and employers' liability insurance affording thirty (30) calendar days written notice of cancellation to City in the event of cancellation, modification or non-renewal of coverage and ten (10) calendar days advance written notice of cancellation of coverage for non-payment of premium. The employers' liability insurance will have the following coverage limits:

Bodily Injury by Accident: Bodily	$500,000 each accident
Injury by Disease: Bodily Injury by	$500,000 policy limit
Disease:	$500,000 each employee

6.3.5 Production of Policies. Company shall deliver to City written evidence of the insurance coverages required in this Section 6.4, including the required endorsements. Company will also provide City with evidence thirty (30) calendar days prior to the expiration of any coverage required, that Company has renewed or replaced the insurance coverages required under this section. City's failure, at any time, to object to Company's failure to provide the specified insurance or written evidence, either as to the type or amount of such insurance, is not considered a waiver of Company's obligations under this section. If Company fails to secure and maintain the required insurance, City may, but is not required, to secure coverage for Company, upon ten (10) calendar days written notice to Company of City to do so, in which case City may either (a) deduct the premium costs for such insurance from funds otherwise owed to Company under this Agreement, or (b) charge Company for premium costs incurred by City.

6.3.6 No Limitation. The insurance requirements in this section do not in any way limit, in either scope or amount, the indemnification obligations separately owed by Company to City under this Agreement. Company shall name the City as an additional insured on the Commercial General and Commercial Automobile insurance policies. The insurance shall provide a retroactive date of placement prior to or coinciding with the effective date of this Agreement.

6.4 Contractors' and Subcontractors' Insurance. Unless expressly waived in writing by City, Company shall require that each contractor and subcontractor brought onto the Property have insurance coverage at the contractor's or subcontractor's expense, as follows:

6.4.1 Workers' Compensation. Workers' compensation insurance complying with all applicable laws and employers' liability insurance having the following minimum coverage limits:

Bodily Injury by Accident:	$500,000 each accident
Bodily Injury by Disease:	$500,000 policy limit
Bodily Injury by Disease:	$500,000 each employee

6.4.2 Commercial General Liability Insurance. General liability insurance in an amount equal to at least $1,000,000 each occurrence combined single limit for bodily injury and/or property damage written on an occurrence form and including, but not limited to, the following coverages: Premises and Operations coverage with X, C and U exclusions deleted, if applicable; Broad Form Contractual coverage, including both oral and written contracts; Personal Injury coverage; Broad Form Property Damage coverage; and Products and Completed Operations coverage.

6.4.3 Commercial Auto Liability Insurance. Commercial automobile liability insurance on an occurrence basis in an amount equal to at least $1,000,000 combined single limit; and including the following coverages: Owned autos; hired or borrowed autos; and non-owned autos.

6.4.4 Errors and Omissions. If a contractor or subcontractor is providing professional services for which such insurance is available, errors and omissions (or professional liability) insurance in an amount equal to the greater of (a) the insurance currently maintained by such contractor or subcontractor, or (b) $1,000,000. Insurance shall be maintained at all times during such contractor's or subcontractor's performance under the applicable contract. If insurance is on a claims made basis it shall: be maintained at all times during such contractor's or subcontractor's performance under the applicable contract and for a period of five (5) years following termination of such contract; and shall have a retroactive date of inception prior to or coinciding with the effective date of this Agreement.

6.4.5 Production of Policies. All policies required under this Section 6.5 shall include a provision affording thirty (30) calendar days advance written notice of cancellation, modification or non-renewal of coverage and ten (10) calendar days advance written notice of cancellation of coverage for non-payment. General liability and automobile liability policies shall include an endorsement naming City and Company as additional insureds. Prior to the commencement of any work by any contractor or subcontractor, Company shall obtain and maintain on file certificates of insurance and additional insured endorsements naming the City and evidencing compliance with the requirements of this Section 6.5. City's failure, at any time, to object to Company's failure to provide the specified insurance or written evidence of coverage, either as to the type or amount of insurance, is not a waiver of Company's obligations under this section.

6.5 Status of Company. Company and City acknowledge that Company is acting under this Agreement solely as an independent contractor and not as a partner, joint venturer or employee of City. Company acknowledges that Company has no authority to act for or bind or obligate City in any manner whatsoever, except to the extent expressly provided under this Agreement or otherwise specifically authorized in writing by City.

6.6 Potential Dual Agency Disclosure. City may use Company, through its associate agents and a separate Listing Agreement, for the sale or leasing of the Property. In doing so, City acknowledges being informed and understanding that the associate agents of

Company may, from time to time, represent prospective buyers or tenants ("Acquiror") as clients, and may enter into written agreements to serve as the exclusive agent of an Acquiror for the purpose of investigating, showing and negotiating for the purchase and or lease of real estate. City understands that in this situation certain conflicts may arise because both City and Acquiror are represented by an agent(s) of Company, and both parties will have different interests to protect in the negotiation process. City consents to a dual agency situation only upon the condition that Company will not disclose confidential information except with the written authorization of a party. The foregoing statement does not relieve Company or its associate agents of their obligation to disclose all known facts which may materially and adversely affect the consideration to be paid by any party to a transaction, to exercise reasonable skill and care in the performance of their duties, and to deal honestly and fairly with all parties to a transaction.

ARTICLE 7
TERMINATION OF AGREEMENT

7.1 Termination for Cause. Upon the occurrence of an act, event or omission that constitutes Cause (as hereinafter defined), City may terminate this Agreement. If City elects to terminate this Agreement, City shall deliver written notice (the "Election Notice") of the election within thirty (30) calendar days after City is aware of the occurrence of the act, event or omission constituting Cause, including the lapse of any applicable notice and cure periods. The Election Notice must specify the date upon which this Agreement will terminate, which date is determined by City in its sole and absolute discretion. Upon termination, neither Party may exercise any further rights or obligations under this Agreement, except for accrued rights and obligations as of the date of termination, including, without limitation, the payment to Company of all fees provided for in this Agreement which have accrued prior to the date of such termination. As used in this Agreement, the term "Cause" means (a) the assignment by Company, directly or indirectly, whether voluntarily, involuntarily or by operation of law, of any of its rights or obligations under this Agreement without the prior written consent of City, or (b) the occurrence of bankruptcy, insolvency, reorganization or other debtor-relief case or proceeding under any federal or state insolvency or debtor-relief law, whether now existing or later enacted or amended, with respect to Company, or (c) a theft, embezzlement, defalcation or other act or omission constituting willful misconduct or gross negligence of Company, or (d) any material breach or failure of performance by Company under any provision of this Agreement, which breach or failure of performance Company fails to cure to the reasonable satisfaction of City within thirty (30) calendar days after written notice from City or, if the breach or failure cannot reasonably be cured within thirty (30) calendar days, within ninety (90) calendar days after written notice, Company commences to cure the default within the initial thirty (30) calendar day period and thereafter diligently prosecutes the cure to completion.

7.2 Termination Not for Cause. City and Company may each terminate this Agreement upon thirty (30) calendar days prior written notice to the other Party for any reason other than for reasons of Cause. Upon the effective date of the notice, this Agreement will terminate and neither Party may exercise any further rights or obligations under this Agreement, except for accrued rights and obligations as of the date of the termination and the obligation of City for payment to Company of all fees provided for in this Agreement which have accrued prior to the date of termination.

7.3 Effect of Termination. Upon the effective date of termination this Agreement will terminate and neither Party may exercise any further rights or obligations under this Agreement, except for (a) accrued rights and obligations as of the date of the termination and the payment to Company of all fees provided for in this Agreement which have accrued prior to the date of termination, (b) any continuing obligations either Party may have under the terms of this Agreement, and (c) where the termination is for Cause, any rights and remedies, if any, which the terminating Party may have by reason of the other Party's breach.

ARTICLES MISCELLANEOUS

8.1 Notices. All notices under this Agreement must be in writing and personally delivered or sent by certified mail, postage prepaid, return receipt requested, or by Federal Express or other reputable overnight air courier to the addresses below and are effective upon actual receipt. Any notice, demand or request received on a business day after 5:00 p.m. Mountain Standard Time or on a non-business day is considered to be received upon the next succeeding business day. Any Party may change its address for notices from time to time by giving written notice of the change to the other Party in accordance with this Section 8.1. Addresses of the Parties as of the date of execution of this Agreement are as follows:

City:	City of Glendale 5850 West Glendale Avenue, Suite 315 Glendale, Arizona, 85301 Attn: Property Manager
with a copy to:	City of Glendale 5850 West Glendale Avenue, Suite 450 Glendale, Arizona 85301 Attn: City Attorney
Company:	MODE Real Estate Management Services 4414 North Civic Center Plaza, #100 Scottsdale, Arizona 85251 Attn: Patricia L. Hartley, President

with a copy to:

Jonathan Rosenberg
4414 North Civic Center Plaza, #100
Scottsdale, Arizona 85251
Attn: Statutory Agent

8.2 Entire Agreement. This Agreement contains the entire agreement between the Parties and all prior negotiations and agreements are merged into this Agreement. Neither this Agreement nor any of its provisions may be changed, waived, altered or modified, except by written instrument signed by the Party against whom the enforcement of the change, waiver, discharge or termination is sought. The failure of either Party to enforce at any time, or for any period of time, any provision of this Agreement will not operate to waive that provision.

8.3 Attorneys' Fees. If litigation is commenced between the Parties or their representatives or if any Party institutes any proceeding in a bankruptcy or similar court which has jurisdiction over any other Party or any or all of its property or assets concerning any provision of this Agreement or the rights and duties of any person or entity in relation to this Agreement, the Party or Parties prevailing in the litigation are entitled, in addition to any other relief as may be granted, to a reasonable sum for attorneys' fees and court costs as determined by the court in the litigation or in a separate action brought for that purpose.

8.4 Severability. In the event that any provision of this Agreement is held invalid or unenforceable, the same will not affect in any respect whatsoever the validity or enforceability of the remainder of this Agreement.

8.5 Survival of Rights. This Agreement is binding upon and inures to the benefit of the Parties and to their respective permitted successors and assigns.

8.6 Waiver. No consent or waiver, express or implied, by a Party to or of any breach or default by another Party in the performance of its obligations under this Agreement will operate as a consent or waiver to or of any other breach or default in the performance by the other Party of the same or any other obligations of the other Party. Failure on the part of a Party to complain of any act or failure to act of another Party or to declare the other Party in default, irrespective of how long the failure continues, does not constitute a waiver by the Party of its rights under this Agreement. The giving of consent by a Party in any one instance does not limit or waive the necessity to obtain a Party's consent in any future instance.

8.7 Terminology. All personal pronouns used in this Agreement, whether used in the masculine, feminine, or neuter gender, include all other genders and the singular includes the plural and vice versa. Titles of Articles, Sections and Subsections are for convenience only, and do not limit nor amplify the provisions of this Agreement. The use of the word "including," when following any general statement, term or matter, will not be construed to limit

the statement, term or matter to the specific terms or matters set forth immediately following the word or to similar items or matters, whether or not nonlimiting language, such as "without limitation," or "but not limited to," or words of similar import, is used, but rather will be considered to refer to all other items or matters that could reasonably fall within the broadest possible scope of the general statement, term or matter.

8.8 Counterparts. This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original and all of which constitute one and the same Agreement.

8.9 Survival of Indemnity Obligations. Any indemnity obligations of the Parties survive termination of this Agreement.

8.10 Captions. Any captions to, or headings of, the articles, sections, subsections, paragraphs or subparagraphs of this Agreement are solely for the convenience of the Parties and will not be used in the interpretation or determination of validity of any provision of this Agreement.

8.11 Governing Law. This Agreement will be construed in accordance with and governed by the laws and the decisions of the courts of the State of Arizona.

8.12 Further Assurances. Each Party shall, from time to time, perform additional acts and execute and deliver any further instruments as the other Party or its legal counsel may reasonably request to effectuate the intent of this Agreement.

8.13 Nondiscrimination. Company agrees and obligates itself not to discriminate during the performance of this Agreement against any employee or applicant for employment because of the employee's or applicant's race, color, religion, sex, national origin or physical handicap. All contracts awarded as a result of this Agreement must contain the same nondiscrimination clause.

8.14 Amendment. This Agreement may be amended or modified only by written agreement executed by City and Company.

8.15 Subcontracts with Affiliates. Company is not authorized to enter into any contracts, subcontracts or other agreements with any affiliate of Company unless the prior written consent of City is first obtained, which consent City agrees it will not unreasonably withhold if the terms of the proposed Affiliate contract are comparable to that of other qualified contractors and if the Affiliate has experience competitive with the experience of other comparable contractors. For purposes of this Section 8.15, "Affiliate" means any person who (a) is directly or indirectly controlling, controlled by or under common control with Company, or (b) owns or controls 10% or more of the outstanding securities of Company, or (c) is an officer, director or general partner of Company, or (d) is an officer, director, general

partner, trustee or holder of 10% or more of the voting securities of Company. "Person" includes any individual, partnership, joint venture, corporation, association, joint stock company, trust, unincorporated organization or other legal entity.

8.16 Construction. Each Party acknowledges that it and any legal counsel have or have had the opportunity to review and comment on this Agreement and that any rule of construction that resolves ambiguities against the drafting Party will not be employed in the interpretation of this Agreement or in any of its amendments or exhibits.

8.17 Time of Essence. Time is of the essence of and each and every provision of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement effective the day and year first above written.

City: City of Glendale, an Arizona municipal corporation

Richard A. Bowers
Acting City Manager

Date

APPROVED AS TO FORM:

Michael D. Bailey
City Attorney

ATTEST:

Pam Hanna
City Clerk

SEAL

Company: MODE Real Estate Management Services, LLC

Patricia L. Hartley
President

Date

EXHIBIT A

EXHIBIT A
PROPERTY DESCRIPTION

A **56,387** square foot office building, known as the **Bank of America Plaza**, located at **5800 West Glenn Drive, Glendale, Arizona 85301**, and the **12,217** square foot street level retail component, known as **The Promenade at Palmaire**, of the parking structure located at **5835 West Palmaire Avenue, Glendale, Arizona 85301**, situated on the real property legally described as:

Lots 1 through 20, inclusive, Block 11, AMENDED PLAT OF GLENDALE, recorded in Book 2 of Maps, page 49, and all those certain abandoned alleys in Block 11, AMENDED PLAT OF GLENDALE, recorded in Book 2 of Maps, page 49, records of Maricopa County, Arizona, as abandoned by Ordinance recorded in Document No. 85-320427, records of Maricopa County, Arizona, more particularly described as follows:

BEGINNING at the Northeast corner of said Lot 1;

THENCE Southerly along the Easterly line of said Block 11 to the Southeast corner of Lot 5;

THENCE Westerly along the Southerly line of said Block 11 to the Southwest corner of Lot 16;

THENCE Northerly along the Westerly line of said Block 11 to the Northwest corner of said Lot 20;

THENCE Easterly along the Northerly line of said Block 11 to the Northeast corner of said Lot 1 and the POINT OF BEGINNING.

All of said Lots referenced above being included in said Block 11.

EXHIBIT B
RFP 15-06 PROPERTY MANAGEMENT SERVICES

(attached)

CITY OF GLENDALE
MATERIALS MANAGEMENT
REQUEST FOR PROPOSAL

SOLICITATION NUMBER: **15-06**

DESCRIPTION: **PROPERTY MANAGEMENT SERVICES**

OFFER DUE DATE AND TIME: **AUGUST 14, 2014 AT 2:00 P.M. LOCAL TIME**

Offers for the materials or services specified will be received by the City of Glendale, Materials Management at the specified location below until the time and date cited. Offers received by the correct time and date will be opened and the name of each Offeror will be publicly read.

Submittal Location:

City of Glendale
Attn: Materials Management
5850 West Glendale Avenue, Suite 317
Glendale, Arizona 85301

Proposals must be in the actual possession of Materials Management on or prior to the time and date, and at the location indicated above. Materials Management is located on the 3rd floor of the Glendale Municipal Office Complex (City Hall) behind the Engineering Department. Proposals are accepted from the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, unless otherwise indicated for a holiday. All proposals will be time stamped at the Engineering Department's front counter. Late proposals will not be considered.

Proposals must be submitted in a sealed envelope with the Solicitation Number and the Offeror's name and address clearly indicated on the envelope. **See Paragraph 2.2 for additional instructions for preparing an offer.**

Proposals shall be opened publicly at the time, place and location designated on this page. Only the name of each Offeror shall be publicly read and recorded. All other information contained in the proposals shall be confidential so as to avoid disclosure of contents prejudicial to competing Offerors.

OFFERORS ARE STRONGLY ENCOURAGED TO READ CAREFULLY THE ENTIRE SOLICITATION.

For questions regarding the RFP contact:
Elmer Garcia, CPPB
Contract Analyst
(623) 930-2866
egarcia1@glendaleaz.com

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CITY OF GLENDALE
Materials Management
Solicitation Number: 15-06
PROPERTY MANAGEMENT SERVICES

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SECTION ONE

SPECIFICATIONS

CITY OF GLENDALE

Materials Management

Solicitation Number: 15-06

PROPERTY MANAGEMENT SERVICES

1.1 INTRODUCTION

1.1.1 The City of Glendale invites sealed proposals from firms or individuals to provide property management services for two (2) related city-owned properties and associated reserved parking.

1.1.2 The properties, located in downtown Glendale, are referred to as:

1.1.2.1 Bank of America Plaza Building, 5800 W. Glenn Dr., Glendale, Arizona. This is a 3-story, 56,387 square foot full service office building with a current occupancy rate of forty point forty-three percent (40.43%);

1.1.2.2 Promenade at Palmaire, 5835 W. Palmaire Ave., Glendale, Arizona. This is a street level 12,217 square foot retail component of a city-owned public parking garage with a current occupancy rate of one hundred percent (100%); and

1.1.2.3 The office space and the street level retail are collectively referred to herein as the "Property". The basement level parking spaces are referred to as "Reserved Parking".

1.1.3 The City anticipates selection of the management firm by September 2014; with contract negotiations completed and award of a professional services agreement to occur in October.

1.2 SCOPE

1.2.1 The selected firm shall be expected to work with the interim management company whose current contract expires on October 31, 2014. The firm selected must be capable of completing a smooth transition that will not affect the operations of the buildings or disturb existing tenants.

1.2.2 Information provided by the City in connection with this Request For Proposal is believed correct, but all Offerors should perform their own investigation of the project and independently confirm any information provided by the City.

1.2.3 The offeror shall provide the City of Glendale with a complete and detailed plan for the management of the Property, to include accounting procedures, maintenance functions and customer service provided to the tenants.

1.2.4 The selected firm ("Manager") shall be willing to enter into a mutually agreeable professional services agreement. No reimbursements will be made for any costs incurred prior to a formal Notice to Proceed. The City also reserves the right to reject any and all proposals and re-solicit or cancel this procurement if deemed to be in the best interest of the City.

1.3 SPECIFICATIONS

1.3.1 The services required shall include, but not be limited to:

1.3.2 Record Keeping – Manager shall maintain accurate books of account and records of transactions relating to the property as are customarily maintained by managers of similar properties, using generally accepted accounting principals as defined by the Governmental Accounting Standards Board, and as may be reasonably required by the City.

1.3.3 Collection and Deposit of Funds – Manager shall take all action reasonably required to collect rents, utility payments and other funds payable under tenant leases on their respective due dates, and deposit said rents, payments and funds in a timely manner (within three business days).

1.3.4 Reports – Manager shall, in a timely manner, provide monthly reports, and other records and documents relating to the property as the City may request from time to time. Such reports shall be presented in detail sufficient to identify clearly to which portion(s) of the Properties the revenues and expenses are attributed.

1.3.5 Leasing – Manager shall use diligent efforts to secure new tenants and renew, relocate and expand the existing tenants.

1.3.6 Reserved Parking Space Rental – Manager shall enter into parking agreements; collect rents; coordinate the issuance, deployment and termination of parking access cards; and maintain records regarding monthly rental of the access-controlled parking spaces on the lower level of the parking garage structure of which The Promenade at Palmaire is a part. Manager shall not be responsible for any maintenance of the Reserved Parking.

1.3.7 Lease Enforcement – Manager shall, with City's written approval, terminate tenancies by signing and serving such notices and taking such actions as are deemed appropriate and necessary.

1.3.8 Construction Management – Manager shall be called upon by the City to arrange for routine or capital improvements to the Property. Manager shall also act, at the City's request, as construction manager for tenant improvements.

1.3.9 Repairs and Maintenance – Manager shall arrange for and supervise all repairs, replacements, alterations, additions, improvements and maintenance of the Property that are included in the approved budget.

1.3.10 Competitive Bids – Except for vendors with a current service contract, Manager shall obtain at least three quotations from qualified contractors and vendors for services up to $50,000.00. Any services exceeding $50,000.00 will be made in compliance with the Glendale City Code, Chapter 2, Article V. City may request documentation from Manager that contractors under current service contracts were obtained in compliance with the City's Purchasing Ordinance.

1.3.11 Customary Services – Manager shall contract for all customary services including, but not limited to, janitorial services, landscaping services, security services, warehousing and storage, and air conditioning maintenance. Parking management of the Property is limited to leasing 137 non-public, lower level spaces ("Reserved Parking"), with no maintenance responsibilities associated therewith.

1.3.12 Governmental Requirements – Manager shall notify the City of any notices from governmental agencies within 24 hours of receipt.

1.3.13 Employees – Manager shall employ, or cause an entity under its control to employ, such staff as necessary to fulfill its duties.

1.3.14 Office – Manager shall maintain an office within the State of Arizona, preferably within the Phoenix Metropolitan area.

1.3.15 Advertising and Public Relations – Manager shall be responsible for any advertisements relating to the leasing of the Property. Manager shall, at the City's request, cooperate with the City for events and promotional activities in the downtown area that may affect tenants or the building.

1.3.16 Budget – Manager shall prepare and have approved by the City an annual budget prior to the end of each calendar year for the upcoming fiscal year (July 1 – June 30). Unless otherwise authorized, Manager shall conduct its responsibilities within the approved budget.

1.3.17 Accounting and Audit – Manager shall prepare annual accounting reports in form and content satisfactory to the City and cooperate with annual audits by an independent certified public accountant.

1.4 SUBMISSION REQUIREMENTS

1.4.1 SUMMARY OF FIRM: Describe the Offeror's resources, capabilities, and the number of years in business. Include firm's direct experience on management of similar properties, as well as anticipated staff members necessary to take care of the property and resumes of key staff members.

1.4.2 TECHNICAL APPROACH: Describe your firm's understanding and approach to managing the Property. Describe the methods used by the firm to ensure accuracy and coordination of the tasks requested within this scope. Attach any documents that may highlight firm's experience.

1.4.3 SUBCONTRACTORS: A list of any anticipated subcontractors that will actively participate in management of the building along with an explanation of relative experience and key personnel.

1.4.4 FEES: Provide a breakdown of anticipated monthly charges in Section 4.0, Price Sheet. Include a fee schedule based on percentages and how they are calculated and a flat monthly fee as well as any extra costs that may be included in monthly management fees. It is important that you supply figures calculated both ways for comparison reasons.

1.4.5 REFERENCES: Submit a list of three references including company name, contact person, address, relevant project, current phone number and email address. Supplementary letters of recommendation are welcome but do not take the place of this requirement.

SECTION TWO

TERMS AND CONDITIONS

CITY OF GLENDALE

Materials Management

Solicitation Number: 15-06

PROPERTY MANAGEMENT SERVICES

2.1 INCORPORATION BY REFERENCE All responses shall incorporate by reference the Scope/Specifications, terms and conditions, general instructions and conditions, and any attachments. The Standard Terms and Conditions applicable to this solicitation are posted on the Internet. They are available for review and download at the City of Glendale Materials Management Internet home page, www.glendaleaz.com/purchasing. Offerors are advised to review all provisions of the General Instructions and Conditions for this solicitation.

2.2 RETURN OF OFFER One (1) original and three (3) copies of the proposal response and one (1) flash drive or CD-ROM containing all original documents shall be submitted. The original copy of the proposal should be clearly labeled "Original" and shall be single-sided.

The sections of the submittal should be clearly identifiable and should follow the instructions noted in the Proposal Evaluation Requirements section of this RFP. Failure to include the requested information may have a negative impact on the evaluation of the Contractor's proposal.

The Offeror shall complete all sections of the solicitation in the format given in the space provided. If additional space is needed than what is given, enter "See attachment for detail."

2.3 PREPARATION OF OFFER PACKAGE The following items shall be completed and returned. Failure to include all the items may result in an offer being rejected. Offer packages shall be submitted in the following order:

- **2.3.1 OFFER SHEET**, Section 3.0
- **2.3.2 PRICE SHEET**, Section 4.0
- **2.3.3 SOLICITATION ADDENDUM**, (if applicable).
- **2.3.4 SPECIFICATIONS AND ADDITIONAL SUBMISSION REQUIREMENTS**, Section 1.0 and 2.0.

2.4 ALTERNATE OFFERS/EXCEPTIONS Offers submitted as alternates, or on the basis of exceptions to specific conditions of purchase and/or required specifications, must be submitted as an attachment referencing the specific paragraph number(s) and adequately defining the alternate or exception submitted. Detailed product brochures and/or technical literature, suitable for evaluation, must be submitted with the bid. If no exceptions are taken, City will expect and require complete compliance with the specifications and all Conditions of Purchase.

2.5 EVALUATION CRITERIA The criteria is listed in order of relative importance.

2.5.1 CAPABILITIES OF FIRM AND STAFF..... (40%)
Refer to Section 1.4.1 and 1.4.3

2.5.2 METHOD OF APPROACH TO PROJECT.....(25%)
Refer to Section 1.4.2

2.5.3 COST.....(25%)
Refer to Sections 1.4.4 and 4.0

2.5.4 REFERENCES.....(10%)
Refer to Section 1.4.5

2.6 EVALUATION PANEL Submittals will be evaluated by an evaluation panel. Award shall be made to the responsible and responsive Offeror whose proposal is determined to be the most advantageous to the City.

2.7 PANEL CONTACT Offeror shall have no exclusive meetings, conversations or communications with an individual evaluation panel member on any aspect of the RFP, after submittal.

2.8 PRICE All prices quoted shall be firm and fixed for the specified contract period.

2.9 FOB POINT Prices quoted shall be FOB destination to: City of Glendale, AZ

2.10 TERM OF AGREEMENT The term of agreement for this RFP shall be for a one-year initial period.

2.11 OPTION TO EXTEND The City may, at its option and with the approval of the contractor, extend the term of this agreement an additional five (5) year(s), renewable on an annual basis. Contractor shall be notified in writing by the City Materials Manager of the City's intention to extend the contract period at least 30 calendar days prior to the expiration of the original contract period. Price adjustments will only be reviewed during contract renewal.

2.12 EVALUATION LITERATURE Proposals submitted for products considered by the seller to be equal to or better than the brand names or manufacturer's catalog references specified herein, must be submitted with technical literature and/or detailed product brochures with written statements if the literature or brochure is not specific as to the specification for the City's use to evaluate the product(s) offered. Proposals submitted without this product information may be considered as non-responsive and rejected.

2.13 INSURANCE Contractor, performing as an independent contractor hereunder, shall be fully responsible for providing Workers' Compensation, or other applicable insurance coverage for itself and its employees and the City shall have no responsibility of liability for such insurance coverage.

All policies, except Professional Liability insurance, waive rights of recovery (subrogation) against City of Glendale, its agents, representatives, officers, directors, officials and employees for any claims arising out of work or services performed by Contractor under this Contract.

Contractor shall provide to the City of Glendale a copy of the policy or a certification by the insurance carrier, showing the contractor to have in effect during the term of this contract, a General Liability Insurance policy, which shall be the primary coverage for Contractor activities under this contract. The coverage limits of such insurance shall not be less than those listed below.

The insurance company issuing the policy required above shall have an "BB" financial rating, or better, in the current edition of Standard & Poors Insurance Guide and be authorized by the State of Arizona, Department of Insurance to transact business within the State. **The certificate and policy shall name the City of Glendale as an additional insured and shall be primary coverage for the activity of the contractor.**

The City reserves the right to terminate any contractor agreement if the contractor fails to maintain such insurance coverage.

Contractor must provide certification of insurance compliance within 10 calendar days after notification of award. Certification must include: name and address of insurance company; policy number; liability coverage amounts; a statement the policy will not be canceled or failed to be renewed without thirty (30) days written notice to the City.

2.13 INSURANCE (continued) Certification to be submitted to: Materials Management, 5850 West Glendale Avenue, Ste. 317, Glendale, Arizona 85301.

Type of Insurance (Minimum)	Limits of Liability
Workers' Compensation	Statutory
Contractor(s) Protective	
Bodily Injury	$1,000,000 each occurrence
Contractor(s) Protective	$500,000 each accident
Property damage	$500,000 aggregate
Contractual Bodily Injury	$1,000,000 each occurrence
Contractual property damage	$500,000 each accident
Contractual property damage	$500,000 aggregate
Professional liability	$1,000,000 each occurrence
Automobile bodily injury & property damage	$1,000,000 each occurrence

2.14 WORKER'S COMPENSATION Contractor shall be in full compliance with the provisions of the Arizona Worker's Compensation Law (Title 23, Chapter 6, Arizona Revised Statutes) as amended, and all rules and regulations of the Industrial Commission of Arizona made in pursuance thereof. Contractor shall secure payment of compensation to employees by insuring the payment of such compensation with the State Compensation Fund or any insurance company authorized by the Insurance Department of Arizona to transact business in the State of Arizona.

Contractor further agrees that he shall require any and all sub-contractors performing work under the agreement to comply with said Worker's Compensation Law. It is expressly understood and agreed that all persons employed directly or indirectly by the Contractor, or any of his sub-contractors, shall be considered the employees of such Contractor, or his sub-contractor(s), and not the employees of the City of Glendale.

2.15 NOTICE OF INTENT TO AWARD AND PROTEST PERIOD Information about the recommended award for this solicitation will be posted on the Internet. The information will be available for review on the City's Materials Management Internet home page www.glendaleaz.com/purchasing immediately after the City has completed its evaluation process of the offers received. If you have any questions, or would like further information about an intended award, contact the contract analyst immediately. Any protest must be submitted to the Materials Manager no later than seven (7) calendar days from the date of posting on the Internet.

2.16 PERMITS AND LICENSES The Contractor shall be responsible for determining and securing, at his/her expense, any and all licenses and permits that are required by any statute, ordinance, rule or regulation of any regulatory body having jurisdiction in any manner connected with providing operations and maintenance of the business. Such fees shall be included in and are part of the total proposal cost. During the term of the contract, the Contractor shall notify the City in writing, within two (2) working days, of any suspension, revocation or renewal.

2.17 DISCUSSIONS The City reserves the right to conduct discussions with Contractors for the purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the proposal in order to clarify an offer and assure full understanding of, and responsiveness to, solicitation requirements.

2.18 CONTRACT NEGOTIATIONS Exclusive or concurrent negotiations may be conducted with responsible Contractor(s) for the purpose of altering or otherwise changing the conditions, terms and price of the proposed contract unless prohibited. Contractors shall be accorded fair and equal treatment in conducting negotiations and there shall be no disclosure of any information derived from proposals submitted by competing Contractors. Exclusive or concurrent negotiations shall not constitute a contract award nor shall it confer any property rights to the successful Contractor. In the event the City deems that negotiations are not progressing, the City may formally terminate these negotiations and may enter into subsequent concurrent or exclusive negotiations with the next most qualified firm(s).

2.19 ADDITIONS OF SERVICE The City, along with the agreement of the Contractor, may request additional or similar services in the future. If this occurs, the Contractor will be requested to submit a negotiable price quotation for the additional services.

2.20 PUBLIC RECORD All proposals submitted in response to this Request for Proposal shall become the property of the City and shall become a matter of public record available for review subsequent to the award notification.

2.21 CONFIDENTIAL INFORMATION The City of Glendale is obligated to abide by all public information laws. If a Contractor believes that any portion of a proposal, offer, specification, protest or correspondence contains information that should be withheld, a statement advising the Contract Officer of this fact should accompany the submission and the information shall be so identified wherever it appears. The City shall review all requests for confidentiality and may provide a written determination to designate specified documents confidential or the request may be denied. Price is not confidential and will not be withheld. If the confidential request is denied, such information shall be disclosed as public information, unless the Contractor submits a formal written objection.

2.22 CERTIFICATION By signature on the Offer page, solicitation Amendment(s), or cover letter accompanying the submittal documents, Contractor certifies:

2.22.1 The submission of the offer did not involve collusion or other anti-competitive practices.

2.22.2 The Contractor shall not discriminate against any employee or applicant for employment in violation of Federal or State law.

2.22.3 The Contractor has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, meal or service to a public servant in connection with the submitted offer.

2.22.4 The Contractor hereby certifies that the individual signing the submittal is an authorized agent for the Contractor and has the authority to bind the Contractor to the Contract.

2.23 NO CONTACT, NO INFLUENCE DURING THE RFP OR IFB PROCESS The City is conducting a competitive bidding process for the contract, free from improper influence or lobbying. There shall be no contact concerning this solicitation from Contractors submitting an offer with any member of the City Council, Evaluation Committee Members, or anyone connected with the process for or on behalf of the City. Contact includes direct or indirect contact by the Contractor, its employees, attorneys, lobbyists, surrogates, etc. in an attempt to influence the bidding process.

From the time the RFP or IFB is issued until the expiration of the protest period or the resolution of any protest, whichever is later (the "Black-Out Period"), Contractors, directly or indirectly through others, are restricted from attempting to influence in any manner the decision making process through, including but not limited to, the use of paid media; contacting or lobbying the City Council or City Manager or any other City employee (other than Material Management employees); the use of any media for the purpose of influencing the outcome; or in any other way that could be construed to influence any part of the decision-making process about this RFP or IFB. This provision shall not prohibit a Contractor from petitioning an elected official or engaging in any other protected first amendment activity after the protest period has run or any protest has been resolved, whichever is later.

Violation of this provision will cause the proposal or offer of the Contractor to be found in violation and to be rejected.

2.24 KEY PERSONNEL Contractor shall assign specific individuals to the key positions in support of the Contract. Once assigned to work under the Contract, key personnel shall not be

removed or replaced without the prior written approval of the City. Upon the replacement of any key personnel, Contractor shall submit the name(s) and qualifications of any new key personnel to the City Contract Administrator or Designee. With the concurrence of the Contract Administrator or Designee, the City shall amend the Contract to reflect the name(s) of any replacement key personnel. Upon any unplanned departure of key personnel, Contractor shall immediately notify the Contract Administrator or Designee.

SECTION THREE

OFFER SHEET

CITY OF GLENDALE
Materials Management

Solicitation Number: 15-06

PROPERTY MANAGEMENT SERVICES

3.0 OFFER Offeror certifies that they have read, understand, and will fully and faithfully comply with this solicitation, its attachments and any referenced documents. Offeror also certifies that the prices offered were independently developed without consultation with any of the other offerors or potential bidders.

Authorized Signature	Title
Printed Name of Authorized Signature	Company Email Address
Company's Legal Name	City, State & Zip code
Address	Email Address
Telephone Number	Authorized Signature

For questions regarding this offer: (If different from above)

Contact Name	**Phone Number**	**Fax Number**

Contact Email Address

FEDERAL TAXPAYER ID NUMBER: _____

Arizona Sales Tax No. _____ Tax Rate _____

Bidder certifies it is a: Proprietorship ☐ Partnership ☐ Corporation ☐

Minority or woman-owned business: Yes ☐ No ☐

SECTION FOUR

PRICE SHEET

CITY OF GLENDALE
Materials Management

Solicitation Number: 15-06

PROPERTY MANAGEMENT SERVICES

4.0 PRICE SHEET

Property Management Services		
Item No.	**Description**	**Fees**
4.1	Property Management Fee as per Specifications Property Location: Bank of America Plaza Building 5800 W. Glenn Dr., Glendale, AZ	**$_____Flat Fee Per Month** **OR** **_____% of Gross Monthly Rents Collected whichever is greater**
4.2	Property Management Fee as per Specifications Property Location: Promenade at Palmaire 5835 W. Palmaire Ave., Glendale, AZ	**$_____Flat Fee Per Month**

Leasing Services		
Item No.	**Description**	**Fees**
4.3	Leasing Fee for **NEW LEASES** as per Specifications Property Locations: Bank of America Plaza Building 5800 W. Glenn Dr., Glendale, AZ Promenade at Palmaire 5835 W. Palmaire Ave., Glendale, AZ	**_____% of Gross Income of the Lease Agreement**
4.4	Leasing Fee for **LEASE RENEWALS** as per Specifications Property Locations: Bank of America Plaza Building	**_____% of Gross Income of the Lease Agreement**

SECTION FOUR
PRICE SHEET

CITY OF GLENDALE
Materials Management
Solicitation Number: 15-06
PROPERTY MANAGEMENT SERVICES

	5800 W. Glenn Dr., Glendale, AZ Promenade at Palmaire 5835 W. Palmaire Ave., Glendale, AZ	

Construction Management Services		
Item No.	**Description**	**Fees**
4.5	Construction Management Services Fee as per Specifications Property Locations: Bank of America Plaza Building 5800 W. Glenn Dr., Glendale, AZ Promenade at Palmaire 5835 W. Palmaire Ave., Glendale, AZ	**_____% of the Total Cost of the Construction Contract**

4.6 **TAX AMOUNT** Contractor should not include any use tax or federal tax in their bid price. The City is exempt from the payment of federal excise tax and will add use tax as applicable. For the purpose of determining the lowest cost, the City will not take tax into consideration.

4.7 **DELIVERY** All services shall be performed in accordance with the Specifications.

Company Name:_____

EXHIBIT C
COMPANY'S RESPONSE TO SOLICIATION

(attached)

CITY OF GLENDALE
REQUEST FOR PROPOSAL

SOLICITATION NUMBER

15-06

Prepared by:

MODE

Real Estate Management Services

MODE Real Estate Management Services, LLC
An Arizona Limited Litability Company

August 14, 2014

MODE REAL ESTATE MANAGEMENT SERVICES, LLC an Arizona Limited Liability Company
4414 N. Civic Center Plaza, Suite 100 • Scottsdale, AZ 85251
Phone 480-294-6009 • Fax 480-941-5900
phartley@modecommercial.com
www.modecommercial.com

RFP #15-06

OFFER PACKAGE

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SECTION THREE

OFFER SHEET

CITY OF GLENDALE
Materials Management

Solicitation Number: 15-06

PROPERTY MANAGEMENT SERVICES

3.0 **OFFER** Offeror certifies that they have read, understand, and will fully and faithfully comply with this solicitation, its attachments and any referenced documents. Offeror also certifies that the prices offered were independently developed without consultation with any of the other offerors or potential bidders.

Patricia L. Hartley	President
	Title
Patricia L. Hartley	phartley@modecommercial.com
Printed Name of Authorized Signature	Company Email Address
MODE Real Estate Management Services, LLC	Scottsdale, AZ 85251
Company's Legal Name	City, State, & Zip code
4414 N. Civic Center Plaza #100	480-941-5900
Address	Fax Number
480-294-6009	phartley@modecommercial.com
Telephone Number	Authorized Signature Email Address

For questions regarding this offer: (If different from above)

Contact Name	**Phone Number**	**Fax Number**

Contact Email Address

FEDERAL TAXPAYER ID NUMBER: 261689359

Arizona Sales Tax No. 1030643 Tax Rate N/A

Bidder certifies it is a: Proprietorship ☐ Partnership ☐ Corporation ☒

Minority OR Woman-owned business: Yes ☐ No ☒

SECTION FOUR

PRICE SHEET

CITY OF GLENDALE
Materials Management

Solicitation Number: 15-06

PROPERTY MANAGEMENT SERVICES

4.0 PRICE SHEET

Property Management Services		
Item No.	**Description**	**Fees**
4.1	Property Management Fees as Per Specification Property Location: Bank of America Plaza Building 5800 W. Glenn Dr., Glendale, AZ 85301	**$1,800.00 Flat Fee Per Month** **OR** **3% of Gross Monthly Rents Collected whichever is greater**
4.2	Property Management Fees as Per Specification Property Location: Promenade at Palmaire 5835 W. Palmaire Ave., Glendale, AZ 85301	**$900.00 Flat Fee Per Month**

Leasing Services		
Item No.	**Description**	**Fees**
4.3	Leasing Fee for **NEW LEASES** as per Specification Property Location: Bank of America Plaza Building 5800 W. Glenn Dr., Glendale, AZ 85301 Promenade at Palmaire 5835 W. Palmaire Ave., Glendal AZ 85301	**For new leases, the fee shall be as follows:** **5%of gross income of the lease agreement** **6% of gross income of the lease agreement, should an outside broker be involved in the transaction(s)** **The greater of 6%of the net aggregate of collected rents or $6.00 per square foot.**

SECTION FOUR
PRICE SHEET

CITY OF GLENDALE
Materials Management
Solicitation Number: 15-06
PROPERTY MANAGEMENT SERVICES

4.0 PRICE SHEET

Leasing Services		
Item No.	**Description**	**Fees**
4.4	Leasing Fee for **LEASE RENEWALS** as per Specification Property Location: Bank of America Plaza Building 5800 W. Glenn Dr., Glendale, AZ 85301 Promenade at Palmaire 5835 W. Palmaire Ave., Glendal AZ85301	**All lease renewals will be performed by the Property manager and charged 3% commission. We feel that by allowing the Property Manager to handle the lease renewals directly with the Tenants, it gives the Manager ongoing incentive to keep the Tenants happy and content throughout the lease term. Also, all lease renewal negotiations are started approximately 12 months in advance of the lease termination date.**

SECTION FOUR

PRICE SHEET

CITY OF GLENDALE
Materials Management

Solicitation Number: 15-06

PROPERTY MANAGEMENT SERVICES

4.0 PRICE SHEET

Leasing Services		
Item No.	**Description**	**Fees**
4.5	Construction Management Services Fee as per Specifications Property Locations: Bank of America Plaza Building 5800 W. Glenn Dr., Glendale, AZ 85301 Promenade at Palmaire 5835 W. Palmaire Ave., Glendale, AZ 85301	**2% of the total Cost of Construction Contract**

4.6 **TAX AMOUNT** Contractor should not include any use tax or federal tax in their bid price. The City is exempt from the payment of federal excise tax and will add use tax as applicable. For the purpose of determining the lowest cost, the City will not tax into consideration.

4.7 **DELIVERY** All services shall be performed in accordance with the Specifications.

4.8 **OTHER** Other Costs Associated with Management of the Project
Other costs that may be associated with management of the Project, but not limited to are:mileage, check stock and postage. Parking Structure – no charge

Company Name: MODE Real Estate Management Services, LLC

RFP #15-06

1.4.1 SUMMARY OF FIRM

Table of Contents

- Property Management Services, qualifications, years in business
- Resources and Organizations
- Similar Properties under Management
  - Commercial Office
  - Retail
- Leasing Services and qualifications
- Marketing methods
- Sample Marketing Flyers
- Staff and Key Personnel, Resumes

RFP #15-06

MODE Real Estate Management Services, LLC

1.4.1 SUMMARY OF FIRM

— Property Management Services, Qualifications, Years in Business —

MODE Real Estate Management Services, LLC (MODE) is a commercial property management company working in conjunction with Levrose Real Estate, which has been operating since 1992 in the Greater Phoenix metropolitan area.

MODE Real Estate Management Services is dedicated to providing superior commercial property management services. MODE and Levrose work hand-in-hand with clients to help stabilize buildings, increase property values and position an asset to align with ownerships' short and long-term investment objectives. We work to uncover hidden costs, increase efficiencies and improve the quality of tenant services while working with the sense of pride and ownership we take.

Our time-honored process has been tested and proven to provide innovative, professional, proactive and personal service at the most competitive cost. Our solution-based management of each individual property enables the MODE Real Estate Management team to minimize operating expenses while maximizing values.

MODE is proud to offer the following quality services:

- Full Service Accounting, including Rent Collection, Accounts Payable, Financial Reporting, Operating Expense Reconciliations and many other Owner reports
- Full service leasing
- Full service Maintenance Staff, 24/7 response and emergency services
- MODE Tenant Retention Program™
- Administration and Enforcement of Leases
- Lease Renewals
- Tenant Expansion
- Continuous Owner Communication and Updates
- Tenant Correspondence
- Quality & Cost Control
- Maintenance, tracking programs, preventative maintenance program
- Oversight of Vendors
- Coordination of all capital improvements
- Utility Cost Savings & Efficiency
- Site Inspections and Annual Detailed Report
- Market Reports
- Risk Management
- Budget Preparation
- Monthly Reporting in detail, including Executive Summary & Variance Report
- Web-Based Maintenance Request Forms and Communication
- Yardi Property Management & Accounting Software (one of the best in the industry)
- Parking management

— *Resources And Organizations* —

Our resources include membership in BOMA Phoenix (Building Owners and Managers Association), IREM (Institute of Real Estate Managers), AZ CREW (Commercial Real Estate Women), and Costar Commercial Real Estate Group.

As members of the local BOMA Chapter, our resources are unlimited with professional building vendors, subcontractors, general contractors, education and networking. BOMA assists members with a sophisticated network that includes professional publications, educational programs and expert advice from successful building managers internationally. BOMA promotes the interests of the commercial real estate industry through effective leadership and advocacy, through the collection of analysis and dissemination of information and through professional development.

As members of The Institute of Real Estate Management), IREM is an international community of real estate managers dedicated to ethical business practices, maximizing the value of investment real estate, and promoting superior management through education and information sharing. For 80 years, IREM has set the standard for best practices in real estate management

As members of AZ CREW, we reap the benefits of opportunities to enhance the leadership rolls of our staff. AZ CREW offers MODE educational opportunities, powerful networking in the marketplace and timely information that impacts our real estate decisions. It serves as a forum for establishing the relationships necessary for personal & professional growth.

As subscribers to Costar, we have full access to the top commercial real estate information company in the United States. It provides us with up to date market knowledge as well as detailed property and tenant information.

— *Similar Properties Under Management* —

MODE's current property management of similar buildings includes almost 1,000,000 square feet of office, medical space and retail space.

Several buildings currently managed and leased by MODE and Levrose Real Estate are:

Building/Location	Description
COMMERCIAL OFFICE	
48 Piedmont Place 9633 South 48th Street Phoenix, AZ *Managed and Leased*	Class A, 2-story, full-service office building with 24-hour security surveillance, energy management system, 2 elevators and mag-lock access system **Size:** 64,926 square feet **Tenant Mix:** Professional - Engineering Firm, CPA,Brokerage Company, Government Comptroller's Office Financial Firms
North Central Avenue 5225 North Central Avenue Phoenix, AZ *Managed and Leased*	Class A one-story office building, full service with 24-hour security monitoring and surveillance services & mag-lock access. High-end marble finishes, luxurious wall covering and artwork. system, located in heart of Central Phoenix/Camelback corridor. **Tenant Mix:** Attorneys, insurance, accounting firm, dentist
Bk of America/Merrill Lynch 23350 North Pima Road Scottsdale, AZ and 10 year lease.	Class A, stand-alone building with single tenant. Recently renewed lease with major upgrades to Premises **Size:** 10,555 square feet **Tenant Mix:** Merrill Lynch - Single tenant - institutional
Scottsdale Airpark Plaza 13430 North Scottsdale Road Scottsdale, AZ *Managed and Leased*	Class B, 3-story, full-service office building with 70 underground parking spaces, 1 elevator, 24-hour video surveillance and day porter. **Size:** 37,718 square feet **Tenant Mix:** Professional - Boys & Girls Club of Scottsdale, Attorneys, Accountants, Financial Advisors, General Contractors
Shea & Tatum 4530 E. Shea Blvd. Phoenix, AZ *Managed and Leased*	Class A, 1-story, full-service office building with 105 underground parking spaces, 24-hour video surveillance and day porter and full maintenance staff. **Size:** 41,248 square feet **Tenant Mix:** Professional Attorneys, Accountants, Dentists, Hospitality

— *Similar Properties Under Management* —

MODE's current property management of similar buildings includes almost 1,000,000 square feet of office, medical space and retail space.

Several buildings currently managed and leased by MODE and Levrose Real Estate are:

Building/Location	Description
RETAIL	
3939 E. Campbell Road 3939 E. Campbell Road Phoenix, AZ	Upscale retail & restaurant located in the historic post office in Arcadia. Special care is taken to maintain this unique 100% occupied property. **Size**: 8,369 square feet **Tenant Mix**: Postino Wine Bar & Café, Upscale architect & design firm,
550 West Bell Road Retail Center 550 W. Bell Road Phoenix, AZ	Neighborhood retail center, NNN leases, well-maintained, 100% occupied **Size**: 12,020 square feet **Tenant Mix**: Samurai Sam's, Hollywood Video, Leslie's Pools
5890 W. Thunderbird Road 5890 W. Thunderbird Road Glendale, AZ	Neighborhood retail center, NNN leases well-maintained, 100% occupied **Size**: 8,285 square feet **Tenant Mix**: Einstein Bagels, Blockbuster

— *Leasing Services and Qualifications* —

MODE's sister company is Levrose Real Estate, a leader in local commercial and retail brokerage. Levrose is MODE's leasing division and is well-established in the community, currently handling the brokerage of over 200 commercial office and retail buildings. With 10 full-time brokers and over 100 combined years of experience, Levrose is a solid resource for all areas of brokerage including:

- Leasing
- Acquisitions and dispositions
- Marketing
- Financial Analysis
- Sales

The MODE and Levrose in-house leasing teams will further tour the Bank of America Plaza and The Promenade at Palmaire to understand the Property and its competitive position.

The teams will develop leasing guidelines, if not already determined by The City of Glendale, and discuss leasing strategies with the Property Manager and City of Glendale. To approach prospective Tenants, the marketing and leasing teams will work with the Landlord to obtain the following appropriate available information and prepare printed pieces:

- Site plans
- Aerial photos
- Building elevations
- Footprint by floor of the building
- Vacant Suite layouts
- Space measurements of both rentable and usable square feet
- Standard lease agreement
- Minimum and maximum terms
- Proposed rental structure
- Proposed leasehold allowance schedule
- Use restrictions
- Professional flyers with description of amenities associated with the Building
- Tenant services

Since 1992, LevRose Real Estate has been a full service real estate company servicing Scottsdale and the Greater Phoenix area. We provide services for commercial leasing, sales and commercial property management. LevRose handles the leasing, sales and/or management of over 200 commercial properties encompassing over three million square feet of office and retail space within the Greater Phoenix and Scottsdale areas. Our team is dedicated to providing our clients with the highest level of service through industry knowledge of the marketplace. Our goal is to represent you, our client, in a professional manner while maintaining high expectations and standards for our performance.

— *Leasing Services and Qualifications* —

COMBINED TEAM EXPERIENCE

- Over 5,000 commercial leases
- Over 500 building sales
- Over 5,000,000 SF of completed leases
- Over 100 years of combined experience

RECOGNITION

- Ranked one of America's fastest growing private companies by Inc. 5000 (2013)
- Power Broker "Top 20 Brokerage Firms" by the CoStar Group & Commercial Property News
- "Top 25 Commercial Brokerage," by The Business Journal of Phoenix (1997-2014)
- "Top 10 Small Commercial Brokerage Firms," by Ranking Arizona, The Best of Arizona Business (2005-2014)
- Book of Lists for 2011-2014 Business Journal

MARKETING STRATEGY

Traditional marketing strategies alone are not enough. We employ creative marketing methods designed to identify Buyers & Tenants in the target markets, and then contact them with a proactive outbound marketing campaign.

TARGET MARKET

1. Owner/users who are currently renting space in the local area.
2. Tenants who are currently renting space in the local area.
3. Redevelopers who have a proved track record for successful adaptive-reuse projects locally, nationally, or internationally.

ONLINE MARKETING

Your property will be placed on the LevRose Commercial Real Estate Website, TCN Worldwide Website, CoStar.com and LoopNet.com, allowing your property to be viewed by prospective tenants and brokers 24/7.

Levrose.com

In 2012, the Levrose website has received an average of 40,816 hits per month.

CoStar.com

LevRose Commercial Real Estate is one of the very few Metro-Phoenix Commercial Real Estate Brokerages that features the full CoStar Suite – including CoStar Tenant – which allows Agent to search for Tenants occupying specific amounts of leasehold space, in a specific geographic area, and to determine when their lease will be expiring. LevRose also has the use of CoStar Analytics, which tracks vacancy rates and absorption trends within specific submarkets of Metro-Phoenix. CoStar is the #1 Commercial Real Estate Platform in the Nation, featuring over 10,500,000,000 total available SF, and approximately 1.5 million total listings in the United States and United Kingdom.

TCN Worldwide (www.tcnworldwide.com & www.tcnlistings.com)

LevRose Commercial Real Estate is the Phoenix affiliate of TCN Worldwide: A consortium of networked independent national & international commercial real estate firms, which provides for complete, integrated real estate solutions domestically and across the globe. With approximately $31.9 billion in annual transactions and

over 80 million square feet of space under management, TCN Worldwide ranks as one of the largest service providers in the industry. TCN Listings is the investment portion of their website showcasing specific featured properties to a database of over 15,000 investors and industry professionals.

LoopNet.com

LevRose Commercial Real Estate is a Premium Member of LoopNet.com: A web-based national multiple listing system with an excess of 4,000,000 subscribers. Your property will receive a Premium Listing on LoopNet.com, allowing your property to be seen by Basic LoopNet visitors (who have not purchased a membership). LoopNet also allows agent to track the number of inquiries on your property, and a methods for following up with those prospects.

MARKETING FLYER

A multi-page, full-color flyer containing all of the information regarding the project will be created. The flyer will include property information, pricing, photos, floor plans, etc., used for email requests and general marketing purposes.

TARGETED EMAIL CAMPAIGNS UTILIZING LEVROSE EMAIL DATABASE

The timely establishment of a targeted, regularly-scheduled, email-blast of your property, which will be sent to over 4,617 commercial real estate Agents & Brokers in the Greater Phoenix area (as of July 2014). The email-blast will contain a link to the Property Brochure (a PDF Flyer), links to Floor Plans, Property Information, Pricing, Contact Information, and a link to the LevRose Website where additional Property Information may be found.

BUILDING SIGNAGE

Signage will be strategically placed on the property for maximum exposure. Agent is open to discussing creative, non-traditional, building signage with Owner and LevRose Designated Broker..

SCANNING LOCAL / NATIONAL / & INTERNATIONAL MEDIA FOR PROSPECTS

Agent will scan local, national, international media on a daily basis looking for prospects in the target markets. Such information sources include The Phoenix Business Journal, Business Real Estate Weekly (the BREW), an numerous other electronic commercial real estate newsletters to which the Agent is subscribed. When prospects are located, Agent will reach out to those prospects via phone and/or email to see if they, or someone they know, have interest in your Property.

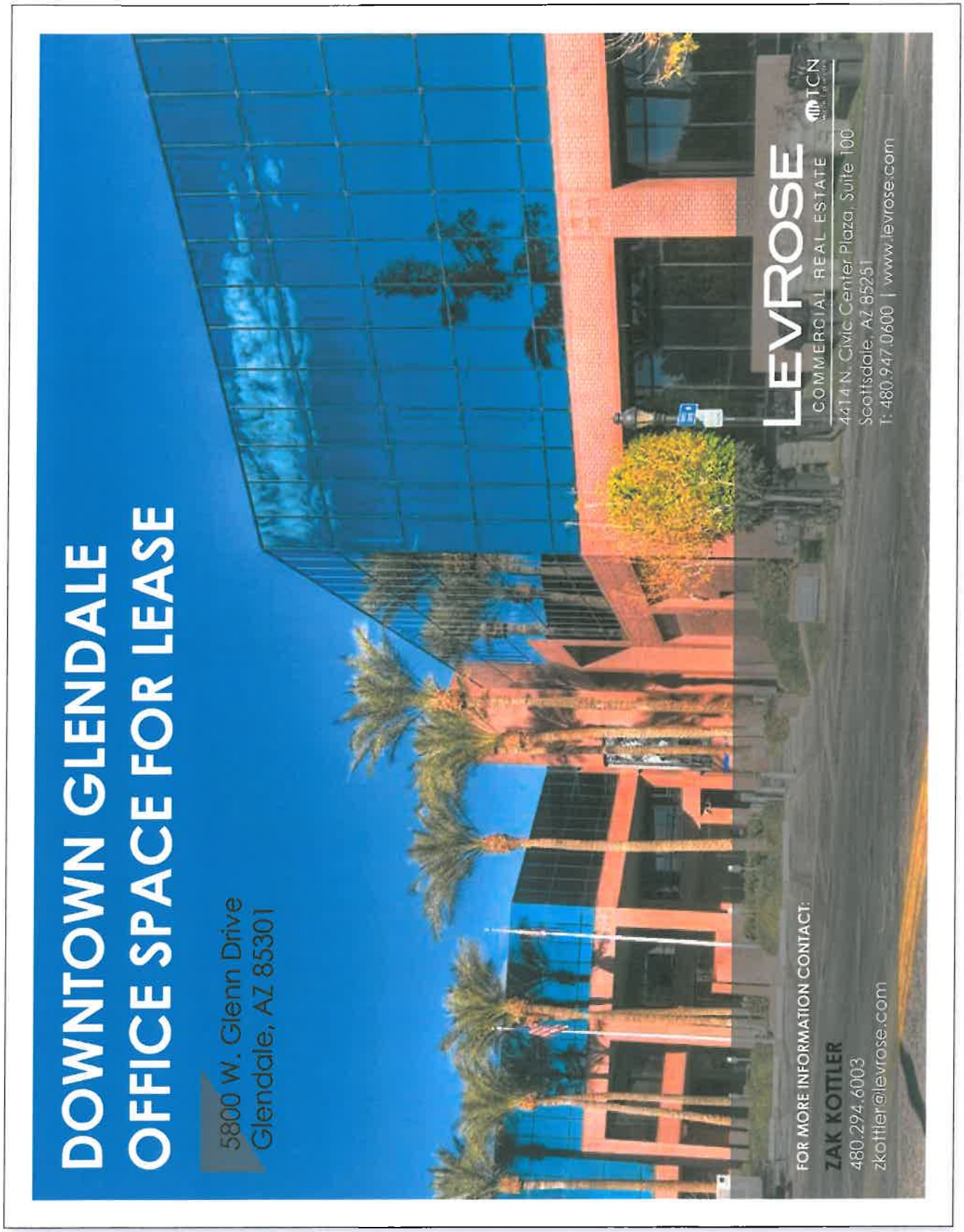
BROKER OPEN HOUSE(S)

If Owner is willing to sponsor a Broker Open House, Agent is willing to plan and execute a Broker Open House at the property in order to inform the Commercial Brokerage Community about this unique opportunity.

REAL TIME UPDATES ON AGENT ACTIVITY

Effective Owner & Agent communication during the Listing process meaningfully increases the chances a transaction will be completed in a shorter period of time. Agent will cc or bcc Owner on correspondence with potential Buyers and Tenants and call the Owner when a discussion is appropriate. Agent is available on cell phone seven (7) days a week.

— *Sample Property Brochure* —



AVAILABILITY

		LEASE RATE
Suite 150	± 4,977 SF	$15.00/SF Full Service
Suite 200	± 9,567 SF	$15.00/SF Full Service
Suite 253	± 1,398 SF	$15.00/SF Full Service
Suite 255	± 2,002 SF	$15.00/SF Full Service
Suite 300*	± 480 SF	$15.00/SF Full Service
Suite 315/320*	± 6,181 SF	$15.00/SF Full Service
Suite 325*	± 1,047 SF	$15.00/SF Full Service
Suite 330*	± 2,750 SF	$15.00/SF Full Service
Suite 350	±10,751 SF	$15.00/SF Full Service
Suite 360	± 1,000 SF	$15.00/SF Full Service

** Suites 300 through 330 are contiguous to 10,458 SF*

BUILDING FEATURES

- Office Space located in ±57,367 SF Downtown Glendale office building, across from Murphy Park
- Shops & Restaurants within walking distance
- Building is adjacent to a 600 space public parking structure - free
- Less than 5 miles from Westgate City Center, NFL (Cardinals) University of Phoenix Stadium and NHL (Coyotes) Jobing.com Arena
- Small town ambiance in the heart of AZ's 4th largest city
- 4.3 per 1,000 Parking Ratio

MAP

5800 W. GLENN DRIVE | GLENDALE, AZ 85301

FOR MORE INFORMATION CONTACT:

ZAK KOTTLER
480.294.6003
zkottler@levrose.com

LEVROSE
COMMERCIAL REAL ESTATE
TCN
4414 N. Civic Center Plaza, Suite 100
Scottsdale, AZ 85251
T: 480.947.0600 | www.levrose.com

This information has been secured from sources believed to be reliable, but no representations or warranties are made, expressed or implied, as to the accuracy of the information. References to square footage are approximate. Buyer and tenant must verify the information and bears all risk for any inaccuracies. All quoted prices are subject to change without notice.

— *Staff and Key Personnel, Resumes* —

MODE currently has the staff necessary to manage this project for the City of Glendale. One Property Manager will be assigned to the project on a long-term basis. The Assistant Property Manager and Senior Accountant will also become directly involved in the day-to-day requirements for the successful oversight and support of the properties. We believe that consistency and continuity help to maintain the success of our portfolio.

Patty Hartley

President and Designated Broker of Mode Real Estate Management Services

- Graduate of Mt. San Antonio College in Walnut, California
- 2003 winner of the prestigious BOMA International 'Building of the Year' award
- 2003 winner of local and regional TOBY 'Building of the Year' awards
- Previous Director of Real Estate for Healthcare Realty Trust, one of the largest REITS in the nation
- 20 years experience in commercial property management and leasing with documented successes in institutional and traditional property management throughout the country
- Current member of IREM, AZ CREW, BOMA, Chamber of Commerce

Jonathan Rosenberg

President/Co-Founder of Levrose Real Estate and Executive Vice President of MODE Real Estate Management Services, LLC

- Graduate of the University of Arizona in Tucson.
- Senior Property Manager and Leasing/Sales Associate for Omni Real Estate until 1992.
- Responsible for the property management and leasing of over one million square feet of office space and retail properties in Greater Phoenix and Tucson areas.
- Co-founded Levrose Real Estate in 1992 to handle commercial brokerage and property management in the Greater Phoenix market.
- He and Levrose have headed up the brokerage and management of hundreds of commercial properties throughout the greater Phoenix metropolitan area.

Robert I. Levine

CEO/Co-Founder of Levrose Real Estate and EVP of MODE Real Estate Management Services, LLC

- Graduate of Arizona State University in Tempe.
- Initially employed by a title insurance company where he received extensive training in real estate. Quickly promoted to branch manager and senior escrow officer for Minnesota Title.
- In 1985 began purchasing and developing commercial real estate projects
- 1985-1992 developed multiple office buildings in the Greater Phoenix area.
- Purchased, managed and improved commercial properties and co-founded Levrose in 1992

— Staff and Key Personnel, Resumes —

Zak Kottler

Senior Vice President of the Office Leasing/Sales Division of Levrose Real Estate

- Involved in commercial real estate since 2004
- Focus is primarily on Tenant/Buyer representation
- Successfully negotiated over 250 transactions since joining Levrose in 2007
- Member NAIOP (National Association of Industrial & Office Parks)
- CCIM Candidate
- Florida State University – majored in Real Estate & Finance

Synde Schiller

Senior Property Manager for MODE Real Estate Management Services, LLC

- Fifteen years of commercial property management experience.
- Prior to joining MODE in 2012, she was a Senior Property Manager with Colliers International
- Background includes the management of office, industrial, retail, and medical properties including the ASU Downtown Campus facility
- Has extensive knowledge of mechanical systems and the ability to assist property managers in making the most beneficial decisions regarding their building's performance. Has expertise in reducing building costs and maximizing clients' investments and has certifications in OSHA and is FEMA emergency certified.

Leslie Wagner

Property Manager for MODE Real Estate Management Services, LLC

- With Five years of commercial property management experience, Leslie joined MODE Real Estate Management Services in 2011
- Graduate of ASU with a degree in psychology.
- Experience with all lease and property categories including office, retail and industrial

Ken Kinsey

CPA, Property Management Director of Accounting MODE Real Estate Management Services, LLC & Levrose Real Estate

- Graduate of Amberton University in Dallas, TX, has Arizona CPA designation
- Previously controller for Southmark Syndication Group in Dallas with 365 Public & private Real Estate Partnerships
- Has been with MODE since December 2013
- Extensive knowledge in property management accounting, budgeting, CAM/Operating Expense Reconciliations along with property supervision, maintenance, resolution of tenant issues and property acquisitions.

— Staff and Key Personnel, Resumes —

Marni Seeton

Property Management Director of Maintenance Operations for MODE Real Estate Management Services

- Joined MODE in July 2013 for the newly created position of Maintenance Coordinator
- Marni has created an new department and is now the Director of Maintenance Operations coordinating 5 in-house building engineers and all vendor capital Improvements for MODE's 58 buildings under management
- Extensive knowledge in property maintenance operations, dispatching, OSHA training, accounting and customer service.

Joseph A. Boni

Branch Manager for Paragon Services, LLC

- Previously Director of Engineering for the University of Phoenix Stadium in Glendale
- Currently the Branch Manager of Engineering for Paragon, providing MODE Real Estate Management Services with quality Building Engineers, as well as training, education and resources for all of the Mode Real Estate Management buildings.
- As a consultant and authority for building operations, Joseph serves as a resource to analyze building operations, construction and development.

RFP #15-06

1.4.2 TECHNICAL APPROACH

Understanding and Approach to Managing the PropertyMethods Used by the Firm

Table of Contents

- Tenant Relations, Tenant Retention Program
- Owner Relations
- Tenant Survey
- Operations Management
- Building Maintenance
  - Sample Property Inspection Form (2 pages of 14 enclosed)
- Vendor Contracts – Process and Standards
  - Sample MODE Service Contract
  - Sample MODE Reserved Parking License Agreement
  - Sample Landscape Specifications (1 page of 5 enclosed)
  - Sample Janitorial Specifications (1 page of 5 enclosed)
  - Sample Elevator Maintenance Specifications (1 page of 15 enclosed)
  - Sample Security Guard Specifications (1 page of 25 enclosed)
  - Sample Window Washing Specifications
- Financial Reporting and Procedures Overview
- Accounting Procedures
- Sample Monthly Report
  - Property Narrative and Overview
  - Rent Roll
  - Lease Abstract
  - Balance Sheet
  - Income Statement
  - Cash Flow
  - General Ledger
  - Aged Receivables Summary
  - Receivables Summary by Account
  - Budget Comparison Cash Flow

RFP #15-06

MODE Real Estate Management Services, LLC

1.4.2 TECHNICAL APPROACH

— Tenant Relations —

TENANT RETENTION PROGRAM™

An effective program designed to promote positive tenant relations is one of MODE's important responsibilities to its clients. While the immediate goal of such a Program is to develop cooperative and appreciative tenants, the underlying and most important objective is to retain tenants when their current leases expire. A successful effort results in uninterrupted income and reduced capital expenditures which, in turn, contributes to maintaining or enhancing value.

The MODE Tenant Retention Program™ will identify all Tenant Relations matters at a managed property. Mode has developed a distinctive program that will establish and promote our reputation in the area of tenant relation capabilities and performance.

The building owner, with assistance from the property manager, will select items from the MODE Tenant Retention Program™, which will be tailored to the requirements of the property, prior to finalizing the budget for the coming year.
Our basic objective is to make all tenants happy and satisfied. MODE recognizes that all efforts must first be made to eliminate the cause of any possible dissatisfaction. A careful effort must be made to correctly identify the causes and a program will be outlined to address them. Once the causes of any possible unhappiness or discontent are eliminated, work can begin to achieve the goal.

Because the cost of losing and then replacing a tenant can be so great, MODE's Management must do everything possible to retain them. The cost of an effective tenant retention program, which is an operating expense, is minor when compared to the costs and possible loss of value that can result without such a Program.

MODE has a list of over 100 tenant retention items to choose from, based upon the requirements of the Property, as well as the Budget.

ADDITIONAL TENANT RELATIONS INCLUDE:

- Coordinate all tenant move-ins and move-outs to eliminate unnecessary disruptions to tenants
- Meet all tenants on a monthly basis, at the minimum
- Respond rapidly and professionally to tenant requests
- Obtain approvals as needed, and as determined by common sense, in accordance with company's standard procedures and Management Agreement

— *Owner Relations* —

- Understand and comply with terms of the Management Agreement
- Respond rapidly to Owner's requests
- Prepare monthly and annual reports to Owners with assurances of accuracy and timeliness
- Coordinate meetings with Owners, prepare agenda, record minutes of the meetings and keep a file of the minutes
- Provide regular communication and updates of building activity and issues

— Tenant Survey —

2014 PROPERTY AND MANAGEMENT EVALUATION

Quality of tenant improvements
Excellent Good Average Fair Poor N/A

Timeliness of process
Excellent Good Average Fair Poor N/A

Please rate your overall satisfaction as a tenant:
Excellent Good Average Fair Poor N/A

BUILDING FEATURES

Please evaluate the quality of the building features:

Appearance and condition of lobbies, hallways, common areas, restrooms
Excellent Good Average Fair Poor N/A

Parking area accessibility and appearance
Excellent Good Average Fair Poor N/A

Technological capability
Excellent Good Average Fair Poor N/A

Exterior appearance
Excellent Good Average Fair Poor N/A

Interior lobby appearance
Excellent Good Average Fair Poor N/A

Common area appearance
Excellent Good Average Fair Poor N/A

Landscaping
Excellent Good Average Fair Poor N/A

Signage/directories
Excellent Good Average Fair Poor N/A

Elevator appearance/performance
Excellent Good Average Fair Poor N/A

— *Tenant Survey* —

PROPERTY MANAGEMENT

Please evaluate the quality of the property management services provided:

Overall satisfaction with management
Excellent Good Average Fair Poor N/A

Responsiveness to service calls
Excellent Good Average Fair Poor N/A

Professionalism/courtesy
Excellent Good Average Fair Poor N/A

Accessibility
Excellent Good Average Fair Poor N/A

Communication
Excellent Good Average Fair Poor N/A

Problem resolution
Excellent Good Average Fair Poor N/A

Accommodation of special requests
Excellent Good Average Fair Poor N/A

CLEANING SERVICE

Please evaluate the quality of the janitorial services provided:

Your suite's reception area
Excellent Good Average Fair Poor N/A

Your suite's restrooms
Excellent Good Average Fair Poor N/A

Is the level of cleaning in your suite what you expect?
Yes No

If not, has the property manager been responsive to your concerns?
Yes No

Trash disposal management
Excellent Good Average Fair Poor N/A

— Tenant Survey —

Lobby and public restrooms
Excellent Good Average Fair Poor N/A

LEASING & TENANT IMPROVEMENTS

In the past 12 months, which of the following has your practice completed?
Initial lease Renewal/Amendment Neither

Please rate the leasing and tenant improvement processes:
Leasing process - overall satisfaction
Excellent Good Average Fair Poor N/A

Leasing - communication/responsiveness
Excellent Good Average Fair Poor N/A

RENEWAL DECISION

What are your office's future space requirements at this location?
More space Less space No change Moving out Unsure

If the renewal decision had to be made today, how likely would your office be to renew its lease?

- ☐ Definitely would
- ☐ Probably would
- ☐ Unsure
- ☐ Probably would not
- ☐ Definitely would not

Why? Select all that apply.

- ☐ Amenities
- ☐ Building upkeep
- ☐ Business circumstances
- ☐ Office relationship
- ☐ Length of lease
- ☐ Property location
- ☐ Employee parking
- ☐ Client parking
- ☐ Price
- ☐ Management services
- ☐ Quality of building
- ☐ Quality of cleaning
- ☐ Security
- ☐ Space requirements

— *Tenant Survey* —

Which of the following best describes your position within your office?

- ☐ Principal
- ☐ Office manager
- ☐ Administrator
- ☐ Other

Based on the building quality and services provided, how would you rate the value received for the amount you pay?

Excellent Good Average Fair Poor N/A

Are there any issues or concerns about which you would like immediate contact by the property manager? Yes No

_____

_____

_____

_____

How long does it typically take management to respond to non-emergency calls?

_____

_____

_____

_____

Other than for general announcements, how often does the property manager contact your office?

_____

_____

_____

— *Tenant Survey* —

Would you recommend this building to other businesses? Yes No

What other businesses would you like to see in this building?

What additional amenities would you like to see in the building?

How can MODE Real Estate Management Services improve our services to you? Please describe.

— *Operations Management* —

The MODE Real Estate Management Services' Property Manager is responsible for the following major operations management:

- Perform all functions as prescribed in the Management Agreement for The Bank of America Plaza and The Promenade at Palmaire with particular care given to limits of authority and ownership notification requirements.
- Evaluate all building maintenance requirements and procedures, service contracts, equipment and products to ensure that the operation of the building is handled effectively and efficiently.
- Establish and maintain a preventative maintenance program.
- Evaluate and recommend capital expenditures program to best meet the needs of the City of Glendale and Tenants.
- Act responsibly and quickly to anticipate and resolve maintenance issues and tenant concerns
- Conduct and document routine and thorough inspections of the building. Take action to remedy any problem areas.
- Take adequate security measures to ensure the safety of tenants and building.
- Maintain warranty files.
- Supervise and administer all construction of newly leased areas if appropriate.
- Manage and mitigate risk by complying with all federal, state and local regulations.
- Advise and train all onsite staff, including vendors if appropriate, in service standards, risk management requirements and Management Agreement requirements. Ensure training and its documentation is timely and complete.
- Periodically evaluate vendors to assure quality control and make or recommend changes when necessary.
- Monitor building operations, maintain operating equipment and records or logs.

— *Building Maintenance* —

MODE Real Estate Management Services, LLC has both in-house maintenance and effective outsourced maintenance. Our maintenance staff ensures that the buildings are kept operational in a cost-effective manner. We strive to perform the tasks required to preserve the buildings, grounds, utilities, systems and equipment in their original condition or in such a condition that they can be effectively used for their intended purpose.

MODE contracts and supervises all customary services such as janitorial, landscaping, pest control, window washing, security services, HVAC, warehousing and storage, fire and life safety inspections, signage, roofing repairs, elevators, rubbish removal and any tenant improvement construction and/or capital improvements. We have in-house day porters and light maintenance personnel.

Our maintenance staff (both in-house and outsourced) is equipped and prepared for direct maintenance activities such as cleaning and grounds maintenance services, general maintenance, preventative maintenance, predictive maintenance, repair, replacement and renovation & improvement.

MODE out-sources the building engineering aspect to Paragon Engineering Services, which provides qualified and highly credentialed building engineers. MODE has the support of Paragon Services with monthly education programs provided by Joe Boni who is the educational instructor for IFMA and BOMI International. Through Paragon, MODE's staff attends the monthly OSHA Safety Training classes, as well as the additional monthly educational training series put on by BOMA.

BUILDING ENGINEERING and other maintenance services which are outsourced offer numerous benefits:

- Building Engineers are chosen by a joint effort of MODE and Paragon Engineering Services.
- MODE can focus on its core business and devote more time to management, strategic planning and income-generating tasks.
- Total operating costs can be reduced; maintenance expenses, inventory and the amount of support equipment is reduced, as well as administrative expenses for recruitment & training.
- Outsourcing allows greater productivity, higher quality and a greater responsiveness. Specialized and skilled staff combined with state-of-the-art equipment and materials translates to predictable results. Productivity is increased through streamlined procedures and the quality of work is enhanced through high performance standards.
- Specialized skills and services can be offered. Today's more technologically sophisticated buildings and legislation regarding environmental and safety issues have increased the need for building owners to rely on outside specialists

Attached please find 3 pages of a 14-page sample standard MODE Building Inspection Checklist, used by Maintenance and Property Management Staff.

— *Sample Property Inspection Form* —

INDEX

I. EXTERIOR
- A. Roof
- B. Building Exterior
- C. Garage/Parking Lot
- D. Grounds/Landscaping

II. INTERIOR
- A. Lobby
- B. Public Floor Areas
- C. Tenant Areas

III. MECHANICAL
- A. Engineers Shop
- B. Mechanical Central Plant
- C. Elevator Penthouse
- D. Fan Room

— *Sample Property Inspection Form: Roof* —

Estimate:

Corrective Action:

ROOF INSPECTION CHECKLIST

BLDG:	DATE:	ENGINEER:

ROOF INSPECTION	YES	NO
A. SURFACE		
1. Trash Accumulation		
2. Pigeons		
3. Walkboards		
4. Roof Membrane		
5. Counter Flashing		
6. Roof Base Wall Flashing		
7. Breather Vents		
8. Pitch Pockets		

B. DETERIORATION		
1. Blisters		
2. Bare Spots		
3. Membrane Ridging		
4. Black Tar Patches		
5. Splits		
6. Drains		
7. Flag		

— *Sample Property Inspection Form: Roof* —

C. ADDITIONS PLACED ON ROOF	YES	NO
1. Airplane Warning Lights		
2. Window Washing Outriggers		
3. Antenna Installation		
4. Exposed Duct Work		
5. Package A/C Units/Supports		
6. Cooling Tower (Rust, Algae, etc)		
7. General Condition of Exterior Metal		
8. Cooling Tower Pan		
9. Excessive Water Bleeds, Loose Belts, Noisy Bearings		
10. Elevator Penthouse Doors, Walls, Steps		
11. Exposed Wiring		
12. Other Hazards		

COMMENTS/RECOMMENDATIONS

— *Vendor Contracts: Process And Standards* —

MODE performs an annual review of all out-sourced services and suppliers' contracts and performance . The MODE Property Manager determines which work, services and supplies must be subject to a re-bidding process. This is because MODE takes care to ensure that effort used to secure the best possible contract scope and price matches the goals of its clients and does not waste resources on items or processes that do not add value. Typically, most contract work is competitively bid to a minimum of three qualified providers.

MODE will supply vendor specifications for all bidding purposes. MODE's vendor contract, Parking License Agreement, Storage Agreement and other contracts and agreements can be tailored to suit the needs of the City, samples attached:

- Sample Service/Vendor Contract – Page 1 only
- Parking License Agreement – Page 1 only
- Janitorial Specifications – Page 1 only
- Landscape Specifications – 1 Page only
- Elevator Specifications – Page 1 only
- Security Specifications – All 7 Pages
- Window Washing Specifications

— Sample Service/Vendor Contract —

SERVICE CONTRACT

THIS AGREEMENT, dated as of (insert date), by and between MODE Real Estate Management Services, LLC as managing agent for (insert entity name) (hereafter referred to as "Manager"), and (insert vendor name) (hereinafter referred to as "Contractor").

WITNESSETH

WHEREAS, Manager desires to avail itself to the services of Contractor to provide (insert description of service) services for that certain property/project located at (insert property address), commonly known as (insert building name) (the "Property") and Contractor is willing to so act,

NOW, THEREFORE, in consideration of the mutual promises herein contained the parties agree as follows:

1. TERM

Manager, on behalf of Owner, hereby engages Contractor as an independent contractor, to perform and provide (insert description of service) services hereinafter described commencing on (insert commencement date) and ending on (insert ending date). Manager may terminate this agreement at any time by giving Contractor thirty (30) days prior written notice of its election to terminate. Contractor may terminate this agreement by giving Manager written notice ninety (90) days prior to the one-year anniversary date of the commencement of this agreement, and at ninety (90) days prior to each anniversary date during the time which this agreement may remain in effect. Ninety (90) days prior to each anniversary date, Contractor shall give manager a proposal for the twelve (12) month period following said anniversary date.

2. SERVICES TO BE PERFORMED AND CONSIDERATION

General Services. Contractor agrees to perform the services for the Property on and in accordance with the schedule and in the manner specified in the specifications which are attached hereto as "Exhibit A" and made a part hereof by reference. Manager agrees to pay Contractor the following amounts (as outlined in "Exhibit A"):

(insert amount of payment)

— *Reserved Parking License Agreement* —

This Reserved Parking License Agreement ("Agreement") is entered into this ____day of _____ 2014 by and between MODE Real Estate Management Services, LLC, as agent for Building Owner, ("Licensor") and Tenant (the "Licensee").

As parties hereto, Licensor and Licensee agree as follows:

1. **Parking Space(s)**. Licensor hereby grants permission to Licensee the right to use (1) one covered parking space(s) P62 as shown on Exhibit A attached hereto (the "Parking Spaces") near the description office building located at address, City, Arizona 85258 (the "Building") on the terms and conditions herein contained.

2. **Term.** The term of this Agreement shall commence on date, 2008, (the "Commencement Date") and shall expire upon (a) the date of expiration or sooner termination of that certain Lease Agreement dated date, between Licensee and Licensor for space in the Building (the "Office Lease"), or (b) the effective date of termination of this Agreement pursuant to this Section 2, whichever occurs first. Notwithstanding the foregoing, either party may terminate this Agreement at any time by giving the other notice of its intent to so terminate, and such termination shall be effective on the last day of the month in which such notice is given. Licensee shall pay the License Fee (as defined in Section 3) through the effective date of such termination.

3. **License Fee.**

a.) Licensee shall pay Licensor a monthly license fee ("License Fee") without deduction, setoff, prior notice or demand in the amount of thirty-five dollars ($35.00) per space, for a total monthly payment of thirty-five dollars ($35.00), plus any applicable sales tax, during the term of this Agreement. The License Fee shall increase by five percent (5%) per year on each anniversary of the Commencement Date.

b.) If unpaid, the License Fee shall become delinquent on the second day of the month in which it becomes due. Any delinquent License Fee shall automatically be subject to late charges equal to twenty percent (20%) of such unpaid License Fee and forfeiture of the Parking Space(s).

4. **Notices.** All notices between the parties shall be delivered as prescribed in the Office Lease, provided for purposes of this Agreement, Licensor may give notice to Licensee by telephone.

5. **Miscellaneous.**

a.) This Agreement does not create a lease or tenancy of any kind.

b.) Concerning Licensee's use of the Parking Space(s), Licensor shall not be responsible for any damage, injury, loss or expense of any kind, including loss by fire, theft, vandalism, acts of God or any other cause not attributable to the gross negligence of Licensor.

c.) Upon giving notice to Licensee, Licensor may relocate the Parking Space(s) at any time and
d.) From time to time.

e.) Licensee shall provide Licensor with the make, model, and license number of all vehicles using the Parking Space(s). Licensor may issue parking stickers or tags to identify the vehicles authorized to use the Parking Space(s)

— *Landscape Maintenance Specifications* —

I. SCOPE AND QUALITY

A. Contractor shall be responsible for maintaining all the exterior landscaping and the irrigation systems at the subject property including, but not limited to: lawn areas, berms, planters, flower beds, and island median strips in and around the building, parking lots and/or parking structures.

B. Contractor shall furnish all necessary labor, supervision, equipment, tools, materials, transportation, permits, insurance and taxes required to provide the services outlined in these specifications.

C. Contractor personnel shall at all times be under the supervision of an English-speaking foreman.

D. Contractor shall be available for emergency service twenty-four (24) hours per day, seven (7) days a week.

E. The landscape maintenance shall be performed consistent with professional horticultural standards to keep the landscaping in first class condition at all times.

II. PERFORMANCE SPECIFICATION

A. Lawns

1. All lawn areas shall be mowed, edged and weeded once a week (weather permitting) to produce neat effect.

2. Lawns shall be fertilized no less than four (4) no more than six (6) times per year to maintain a healthy lush growth habit at all times.

3. Re-seeding and top-dressing of lawns shall be done as required when bare spots occur. Contractor shall re-sod up to 100 square feet per month of re-seeding is not successful.

4. On a weekly routine, intruding broad leaf weeds shall be weeded by hand.

B. Ground Covers

All ground covers (including areas in planters and courtyard) shall be cultivated monthly and kept free of broad leaf weeds weekly.

— *Janitorial Specifications* —

Daily Services – Five (5) days per week (Monday through Friday)

A. ***Building Entrance and Lobby***

1. Empty wastebaskets; change liners as necessary.
2. Tile floor will be cleaned, mopped, and buffed.
3. Clean all entrance glass, inside and out.
4. Sweep exterior entrance and spot mop as necessary.
5. Clean and service sand urns and change out black sand weekly.
6. Dust and spot clean desks, chairs, table, etc.
7. Clean and polish all drinking fountains.

B. ***Stairways and Corridors***

1. Vacuum corridors; dust and wet mop all tile floors complete.
2. Sweep stairways and clean handrails.
3. Clean, sanitize, and polish all drinking fountains.
4. Dust fire extinguishers and/or fire hose cabinets and clean glass.
5. Dust signs with dry clean cloth.
6. Dust light fixtures.

C. ***Elevators***

1. Spot clean any spillage spots on floors.
2. Vacuum floors.
3. Spot clean walls.
4. Clean and polish both sides of doors and trim.
5. Clean elevator tracks of dirt and other debris.

D. ***Offices, Conference Rooms, Training Rooms, etc.***

1. Empty all wastebaskets and trash receptacle into the building trash dumpster.
2. Change basket liners as necessary.
3. Dust desktops, telephones, chairs, and other office furniture, removing fingerprints, smudges, and ink stains. (Paper and folders on desks will not be moved. Computer terminals, keyboards, etc. will not be touched.)
4. Vacuum all carpet complete, giving special attention to executive areas. Remove all paper clips and staples from carpets around desks.
5. Spot clean all spillage on carpets.
6. Sweep all composition floors with chemically treated dust mop.
7. Dust and wet mop all tile floors complete.
8. Clean, sanitize, and polish drinking fountains.
9. Spot clean all partition glass, woodwork, walls, and doors.
10. Return all furniture to a neat and orderly position.

— *Elevator Maintenance Specifications* —

MODE REAL ESTATE MANAGEMENT SERVICES, LLC
4414 N. Civic Center Plaza #100
Scottsdale, AZ 85251

This specification herein relates to furnishing of materials and services at the Premises, upon the equipment enumerated, at the rate prescribed and upon the terms and conditions as stated hereinafter.

1. LOCATION AND DESCRIPTION OF EQUIPMENT TO BE SERVICED:

Location:

Description: Three (3) Hydraulic Elevators
(Two passenger, one service)
Manufactured by Montgomery Kone, miprom controllers, installed in 1999.

2. EXTENT OF COVERAGE

Under the terms of the following specifications, the Contractor will maintain the hydraulic elevator equipment herein described, on the following terms and conditions: The Contractor will use trained men directly employed and supervised by them. They will be qualified to keep the equipment properly adjusted, and they will use all reasonable care to maintain the elevator equipment in proper and safe operating condition.

— *Security Guard Specifications* —

SECURITY GUARD SPECIFICATIONS

A. GENERAL REQUIREMENTS

1.0 General Information

1.1 Definitions

Property Management: MODE Real Estate Management Servicess

Project: 5800 WEST GLENN

1.2 Description of Work

Security vendors are herein being invited to submit proposals to provide contract security guard, supervision and security management services.

The uniformed security guard services are a primary component of the site security program. Accordingly, the contractor must provide the quality and quantity of management, supervision, training, development and personnel necessary in order to provide a professional service-oriented crime/loss prevention and control program.

Specific program goals include but are not limited to the following:

- To provide a local quality support team with demonstrated resource depth in management, supervision, training, and investigations.
- To provide a visible (uniformed) service-oriented security force.
- To provide a visible deterrent to criminal activities.
- To provide a visible resource for public assistance.
- To provide a visible resource to observe and immediately report to management any potentially hazardous conditions which may adversely affect life safety and security.
- To properly utilize authorized security and life safety equipment.
- To properly execute all established procedures for routine and emergency situations.

1.3 Site Description

The site is located at 5800 West Glenn, Glendale, AZ
The property consists of one (1) office office building and parking structure facility and one retail building.

— *Security Guard Specifications* —

All parking facility is co-mingled with the adjoining office and retail building, the Building.

1.4 Form of Bid

Security vendors must complete and return all bid submittals as specified in the accompanying documents. Alternates, except as detailed, will be cause for immediate rejection of the bid in its entirety.

1.5.0 Bidder Qualifications

Qualified security vendors must meet the following minimum requirements:

1.5.1 Meet all applicable licensing and regulatory requirements of the State.

1.5.2 Meet all applicable local jurisdiction licensing requirements.

1.5.3 Must have been engaged in the business of providing like security services in similar environments during the past two (2) years.

1.5.4 Must have a local support capability consistent with the demands of this Project and Contractor's other local clients,

1.5.5 Insurance and Indemnity -The Contractor shall take out and maintain, during the life of this Agreement, insurance coverage as set forth by the Owner.

1.5.6 Standard service agreement will be provided at the time of the pre-bid conference.

1.6 Bid Rejection

The Owner may accept or reject any proposal or portion thereof at his discretion. Furthermore, Owner may elect to increase or decrease the contract amount and scope as he deems necessary.
All pricing submitted shall be good for a period of one hundred and twenty (120) days from the date of submittal.

2.0 Instructions to Bidder

2.1 Site Inspection/Pre-Bid Conference

All vendors shall be afforded an opportunity to inspect the site. During the pre-bid conference, the Owner's agent may be present to individually discuss questions with vendor.

— *Window Washing Specifications* —

MODE REAL ESTATE MANGEMENT SERVICES, LLC

2014 CONTRACT BID SPECIFICATIONS

PROJECT NAME
Project Address
City, Arizona 85258

The following serves as specifications for bidding the window-cleaning contract for MODE Real Estate Management Services, LLC at Project Name.

1. Items/schedules/procedures to be covered in the proposal:

   a) Cost per quarter to clean the exterior windows
   (To be cleaned January, April, July, and October.) $_____

   b) Cost per quarter to clean top and interior of three atrium canopies.
   (To be cleaned January, April, July, and October.) $_____

2. Please ensure that your bid is returned to the below address no later than Date, 2008 via fax or mail.

3. Do not include sales tax in the contract price.

4. Please note that the contract term would need to be one year, with a thirty-day cancellation clause.

Your Company will be contacted if there are any questions.

Thanks for your cooperation!

— *Financial Reporting And Procedures* —

Financial Responsibilities

Enclosed please find MODE's standard detailed financial reporting forms and procedures. Should the City of Glendale have additional requirements, our Yardi software system is capable of creating any additional reports necessary.

MODE provides the following financial information:

- Annual Budgeting
- Monthly Reporting, Variance Analysis and Narrative Requirements
- Receivables Management
- Payables Processes (including all insurance & taxes)
- Cost containment initiatives
- Capital Planning (recommendations for property and equipment repairs, upgrades and/or replacements within 5-year horizons)
- Leasing and Occupancy Pro Formas

— *Accounting Procedures* —

Mode Real Estate Management Services, LLC (MODE), utilizes Yardi Property Management Accounting software. Yardi is fully integrated investment management, property management and accounting functionality software which allows MODE to manage all types of rental properties, including industrial, commercial office and retail buildings. Yardi also provides the ability to generate relevant accounting and maintenance reports allowing efficient management of properties; tracks the continuous flow of payables and receivables; generates tenant charges automatically; allows set up of common area maintenance (CAMs) charges; calculates and posts lease CAMs; and reconciles tenant CAMs versus their actual expenses; check formatting functions with the ability to edit the text and appearance of checks; and most importantly the Yardi maintenance module gives MODE the ability to create work orders, tracks the materials, labor, and other information related to work on a property or a unit within that property. When the work is completed, a payable invoice to the vendor on the work order is generated.

The experienced Mode Accounting Staff will provide accurate, understandable, relevant and reliable annual and monthly financial statements based on either a cash or accrual basis as required. These reports will include:

- Balance Sheet
- Income Statement
- Cash Flow Report
- Rent Roll and Lease Abstracts
- Delinquency and receivables reports
- Budget Comparison
- General Ledger
- Bank statement, reconciliation reports and deposit slips
- Additional reports specifically required by the City of Glendale
- Design and establish a complete set of chart of accounts specific to the City of Glendale.
- Generate monthly invoices for recurring charges to include rental income, parking income, signage reimbursement, CAM reimbursement and any additional charges specified per tenant lease agreements
- Collect, post and deposit payments utilizing "Remote Deposit Capture" depositing procedures.
- Process payable invoices accurately and timely, ensuring detailed notes and account numbers.
- Post late fees and process delinquency notices to tenants per lease agreements.
- Process and prepare City and State sales taxes forms as prescribed by each agency.
- Insure compliance with lease agreement insurance requirements.
- Insure payment of property tax requirements.
- Insure payment of excise tax requirements.
- Process annual CAM reconciliations.
- Establish annual property budget in conjunction with the Property Manager and Owner.

— *Sample Monthly Report* —

- Property Narrative and Overview
- Rent Roll
- Lease Abstract
- Balance Sheet
- Income Statement
- Cash Flow
- General Ledger
- Aged Receivables
- Receivables Summary by Account
- Budget Comparison

— Sample Monthly Report —

April 2013
MONTHLY OPERATING REPORT
5800 West Glenn Drive
Glendale, AZ 85301

1. PROPERTY ACTIVITY, WORK ORDERS AND OVERVIEW

Suites 325 & 330 – Work Order Incomplete
Fire Administration vacated both suites in February. PM recommendation to paint interiors, remove doorway between suites for better marketability, shampoo carpets, remove access card readers from exterior doorways and install rentable and usable square footages on tenant plaques. Provided bids on aforementioned items, awaiting approval to proceed with clean-up.
Suites 315/320 Transportation 3/14/2013 – New Controller installed – job complete.
Cathy reported hot in her office, lowered temp of cooling tower and found 4 units off thru-out. Re-set and A/C cooling down.
3/26/2013 – Work Order Incomplete
Parking structure lights are on during day (reported) and the exterior SWA lights are connected to the same circuit, so the SWA patio lights are on during the day too.
4/4/2013 – Hot call, Suite 315/320 – added R-22, replace blown fuse. Also replaced lights while there.
4/5/2013 – FLS Deficiencies Bldg Engineer met with Benson Systems to complete deficiencies and allow Benson access where required. All fire extinguishers completed.
4/9/2013 – Lighting R & M – checked timers and sensors; repaired urinal 3rd floor. Also 3rd floor WRR overflowed, cleaned up and snaked toilet.
4/12/2013 – Enviromental/Waste Water inspection – met with inspectors on 4/12, received good report. Prior to inspection, cleaned up janitorial closet and maintenance storage room to make sure everything spotless.
Also walked roof and found water float on cooling tower broken, dispatched HVAC company for immediate repairs. Swept & cleaned boiler room.
4/15/2013 – door repairs 3rd floor common area door
4/18/2013 – B of A maintenance – several reimbursable maintenance requests placed by B of A, these will be back-charged on their rent statement.
Thru-Out Month – lights out, ballasts replaced as needed, checked vacant suites, common area RR's

2. DELINQUENCIES & STATUS
None at this time.

— Sample Monthly Report —

3. BUILDING OCCUPANCY

Total Building S.F.* 68,782
*includes both retail and office buildings
Office = 56,879 sf
Retail = 12,217 sf (176 sf restrooms) = 12,041 sf

	Square feet	%
Occupied	48,499 sf	70.51%
Vacant	20,283 sf	29.49%

5. RENT ROLL CHANGES SINCE LAST REPORT

Adjustments made to reflect revised floor measurements.

6. NEW LEASES

A. Signed Letter of Intent

N/A; however the Chamber of Commerce is interested in Suite 275. Negotiating with them end of April. Hope to have finalized LOI by May.

B. Fully Executed Lease

N/A

C. Move-Ins

N/A

6. RENEWALS

List all leases expiring in the ensuing 12 months:

Suite	Tenant	SF	Lease Exp.	Status
None at this time.				

7. EXPANSIONS

Suite	Tenant	SF	Status
None at this time.			

8. MOVE-OUTS

Suite	Tenant	SF	Lease Exp.	Move Date
325	Fire Admin	1,047		February 2013
330	Fire Admin	2,750		February 2013

9. CONSTRUCTION/CAPITAL IMPROVEMENTS

N/A

— Sample Monthly Report —

10. MAJOR MAINTENANCE ITEMS

- Fire & Life Safety Deficiencies – Completed

11. NEW VENDOR CONTRACTS

A. Current Services being bid:
none

B. New Contracts signed
none

Incomplete~~April 2011 HVAC: Received proposal from same company to perform the preventative maintenance on Fire Admin's A/C unit which serves their IT room. Sent to Fire Admin for approval on April 20, 2011 - Have not received response. Cost is $161.50 per service, or $646.00.

12. LEASING UPDATE FROM BROKERS

Levrose – leasing for 5800 W. Glenn (office)
DeRito Partners – leasing for 5835 West Palmaire (retail)

5800 W. GLENN LEASING REPORT FROM LEVROSE

DATE	NOTES		BROKER
4/29/2013	Note	Getting close with Chamber of Commerce, will know where we stand shortly	Kottler Zak
4/29/2013	Note	Left message for Erica Harrison - when can we tour?	Kottler Zak
4/26/2013	Note	Sent email follow-up and left a messgae for Todd Noel.	Kottler Zak
4/25/2103	Note	Brochure emailed to Erica Harrison	Kottler Zak
4/23/2013	Note	Brochure emailed to Todd Noel	Kottler Zak
4/19/2013	Note	Follow-up with Steve Corney - has a Tenant needing close to 10k SF. Just gathering preliminary info for now.	Kottler Zak
4/17/2013	Note	Brochure emailed to Steve Corney	Kottler Zak
4/15/2013	Note	Email from Kim Morris. Would like to tour Wed. April 17th at 1:30 pm. Interested in suites 253, 255, and 310.	Kottler Zak
4/12/2013	Note	Talked with Steve Whitehead - deosn't think location will work.	Kottler Zak
4/15/2013	Note	Brochure emailed to kim.morris@ourmarketingguys.com	Kottler Zak
4/9/2013	Note	Brochure emailed to Steve Whitehead	Kottler Zak
4/8/2013	Note	Follow-up with Lauren Leahy in regards to brochures emailed.	Kottler Zak
4/5/2013	Note	Emailed brochures to Lauren Leahy	Kottler Zak
4/3/2013	Note	Email blast to brokers	Kottler Zak

— *Sample Monthly Report* —

DERITO - LEASING REPORT 5835 WEST PALMAIRE

COMPANY	MIN SF	MAX SF	First	Last	TITLE	Comments
1-800 FLOWERS.COM INC.	1,200	1,700	Tyler	Chester	c/o Phoenix Commercial Advisors	1/28/13 9:40am Left Voicemail
1-800 FLOWERS.COM INC.	1,200	1,200	Brian	McGee	Director of Real Estate	
2 B WIRELESS	1,200	1,200	Ali	Salehi	Owner	1/28/13 9:43am spoke to Theresa left info
360 PHYSICAL THERAPY	2,500	3,000	Tresha	Baldwin	Co-Owner	1/28/13 9:45am Felicia treshab@360ptaz.com
A TOOTH DOCTOR FOR KIDS	3,000	3,000	Dr. Scott	Whitener	Dentist	1/28/13 9:53am Jill left message
A TOOTH DOCTOR FOR KIDS	3,500	3,500	Dr. Michael	Hull	Dentist	1/28/13 9:56am Liz left message
A-ALYESH CHIROPRACTIC	1,500	1,500	Albert	Alyeshmerni	Owner	1/28/13 9:59am Sharon left message
ABC FINE WINE & SPIRITS	1,000	10,000	Charles	Bailes	Chief Executive Officer	1/28/13 10:46am Leaha left message
ABLE DENTAL CARE	2,200	2,200	Dr. Mike	Muncato	Owner	1/28/13 10:51am Imelda abledentalcare@yahoo.com
ABSOLUTE DENTAL	2,500	2,500	Dr. Patrick	Calalang	Dentist	1/28/13 10:54am left message
ACE HARDWARE	6,000	20,000	Paul	Overton	Market Development Manager	
ACE HARDWARE	6,000	20,000	Marty	Olejarczyk	c/o DeRito Partners	
ACTIVATOR HEALTH CENTER	1,500	1,500	Arlan/Randy	Fuhr/Weidameier	Owner	1/28/13 10:57am got info 1/28/13 10:58am left message
ACTIVE LIFE CENTER	1,500	1,500	Dr. Thomas	Armbrust	Partner	1/28/13 11:02am Colleen left message
ADVANCED DENTAL	2,000	2,000	Dr. Gregory	Pfifer	Dentist	1/28/13 11:05am Melinda No Just moved
ADVANTAGE WIRELESS	1,200	1,500	Julio	Marcias	Owner	1/28/13 11:07am closing Thursday needs a spot awgilbert@msn.com
AESTHETIC FAMILY DENTISTRY	1,800	2,500	Dr. Russell	Roderick	Dentist	1/28/13 11:15am left message
AGAPE CHIROPRACTIC	1,500	1,500	Dr. Bridgette	Jameson	Owner	1/28/13 11:21am No New Location 10620 n 71st place Sundown Plaza call back in 6 months
ALPHA DENTAL GROUP	2,000	2,000	Dr. Quang	Le	Dentist	1/28/2013 Melody left message
AMERICAN CHIROPRACTIC	1,500	1,500	Vincent	Amoia	Owner	1/28/13 11:29am Susan left message needs 2nd location
AMY DENTAL CENTER	2,500	2,500	Dr. Mukesh	Shoh	Dentist	1/28/13 11:43am Elida 2051 N Arizona Ave. suite114 Chandler,AZ 85225 send brochures
ANANTUNI FAMILY DENTAL	2,500	2,500	Dr. Sandhya	Anantuni	Owner	1/28/13 11:48am Una office@anantunidental.com
ARCHIES DELI	2,500	2,500	Audrey	Wright	Owner	1/28/13 12:45pm beep -beep wrong number
ARIZONA ASSOCIATES IN DENTISTRY	2,500	2,500	Dr Michael	Smith	Partner	1/28/13 12:55pm Harlene Josh Windor Marketing director 602 478 3888
ARIZONA CENTER FOR FAMILY & WELLNESS CARE	1,500	1,500	Dr.N. Edwin	Weathersby	Owner	1/28/13 12:58pm left voice mail
ARIZONA CENTER FOR IMPLANT DENTISTRY	2,000	2,000	Dr. Dave	Robinson	Dentist	1/28/13 1:03pm beep -beep wrong number

— *Sample Monthly Report* —

DERITO - LEASING REPORT 5835 WEST PALMAIRE

COMPANY	MIN SF	MAX SF	First	Last	TITLE	Comments
ARIZONA FLOWER SHOP			Helan	Shehan	Owner	1/28/13 1:04pm Catherine would not open another flowershop for a million bucks!
ARIZONA HEIGHTS DENTISTRY	2,500	2,500	Dr. Angela	Baskin	Partner	1/28/13 1:06pm @ Anthem left voice mail
ARIZONA MULTIHEALTH CLINIC	1,750	1,750	Dr. Roger	Muller	Chiropractic Physician	1/28/13 1:09pm left voice mail
ARIZONA SANDWICH SHOP	1500	1500	Renee	Bartlett	Owner	1/28/13 1:13pm info@azsandco.com might be looking for sites
ARIZONA SPINE & SPORT	1,500	1,500	Dr. Troy	Scheible	Owner	
ARROWHEAD DENTAL	2,000	2,000	Dr. Billie	Downing	Dentist	
ARROWHEAD FAMILY DENTAL	2,000	2,000	Dr. Paul	Griego	Dentist	
ARROWHEAD HEALTH	1,500	1,500	Dr. David	Beroy	Owner	
ASPEN DENTAL	5,000	5,000	Teale	Bloom	c/o Phoenix Commercial Advisors	
ASPEN DENTAL	5,000	5,000	Jon	Tedesco	Real Estate Manager	
ASSOCIATED DENTAL SUN CITY	2,000	2,000	Dr. Richard	Matsuishi	Dentist	
ASSOCIATED FAMILY DENTISTRY	2,000	2,000	Dr. Gary	Smith	Dentist	
AT & T MOBILITY			Michael	Walls	Senior National Portfolio Manager	
AT&T MOBILITY	1,000	1,000	Christine	Marr	c/o CB Richard Ellis / Global Corp. Ser. I Retail	
AVONDALE FAMILY DENTISTRY	2,500	2,500	Dr. Ashley	Bui	Partner	
AVONDALE PHC DENTISTRY	2,500	2,500	Melissa	Vilamore	Owner	
AWATUKEE LIFE CENTER	1,500	1,500	Dr. Quinton	Morley	Partner	
AZ STUDIO FOR SMILE DESIGN	2,000	2,000	Dr. Stacey	Lay Men	Dentist	1/28/13 1:54pm left voice mail
BACK HEALTH CHIROPRACTIC	1,500	1,500	Dr. Goudarz	Vassigh	Owner	
BAKER FAMILY DENTAL	2,500	2,500	Dr. Karl	Baker	Dentist	
BECKHAM DENTAL	2,000	2,500	Dr. Mike	Beckham	Owner	
BENNER CHIROPRACTIC	1,500	1,500	Dr. Timothy	Benner	Owner	
BEVERAGES & MORE	8,000	10,000	Heather	Myers	Director of Real Estate	
BEVERAGES & MORE	8,000	10,000	Zach	Pace	c/o Phoenix Commercial Advisors	
BLACK FIT CHIROPRACTIC	1,500	1,500	Dr	Radi	Owner	
BLIMPIE	800	2000	Carl	Jones, Jr	Ten. Rep/De Rito Partners	
BLIMPIES/KAHALA	1,400	1,600	Ken	Corbett	Area Developer	
BLIMPIE'S/KAHALA HOLDINGS	1,400	1,600	Jeremy	Cook	VP of Real Estate	

— *Sample Monthly Report* —

DERITO - LEASING REPORT 5835 WEST PALMAIRE

COMPANY	MIN SF	MAX SF	First	Last	TITLE	Comments
BLUESTONE CHIROPRACTIC	1,200	3,500	Dr.	Liveman	Principal	
BOARDMAN FAMILY CHIROPRACTIC	1,500	1,500	Dr. John	Boardman	Owner	
BOOST	900	1,200	Lizette	Fonseca	c/o De Rito Partners	
BOOST MOBILE	800	1200	Peter	McQuiad	Ten Rep/Sperry Van Ness	
BOOST MOBILE	800	1,200	Sameer	Daredia		
BRIGGS FAMILY DENTISTRY	2,000	2,000	Dr. Roger	Briggs	Partner/Dentist	
BRIGHT NOW DENTAL (Tucson only)			Tyler	Chester	c/o Phoenix Commercial Advisors	
BRIX WINE SPOT	1,200	1,800	Nancy	Franks	Owner	
BRONSTON CHIROPRACTIC	1,400	1,600	Dr. Richard	Bronston	Owner	
CACTUS FLOWER SHOPS			Eric	Luoma	Corporate Office	
CANDLE BOUQUETS	1,500	2,000	Marsha P.	Brizzie	Owner	1/28/13 1:18pm left voice mail
CANDY BOUQUET	500	1,200	Dr. Jim	Wheeler	Real Estate Dept	1/28/2013 1:38pm mailbox full
CANYON VISTA DENTAL	2,500	2,500	Dr. John	Bigler	Partner	1/28/13 1:40pm Perry left message
CAPRIOTTI'S SANDWICH SHOP			Andy	Kroot	c/o Velocity Retail Group	
CAPRIOTTI'S SANDWICH SHOP			Mark	Henriott	VP of Real Estate	
CARE	1,500	1,500	Dr. Cindy	Shneider	Owner	
CHANDLER DENTAL HEALTH	2,500	2,500	Dr. Lillian	Giacobbi	Owner	
CHARLEY'S GRILLED SUBS	1,500	1,800	Rich	Page	Director of Real Estate	
CHRYSTAL SPRINGS WATER N' ICE	1,200	1,200	Kirk/Kent	Stapley	Owner	
COUNTRY CLUB FAMILY DENTAL	2,000	2,000	Dr. Eric	Kerbs	Dentist	
COUSIN'S SUBS	750	1,400	Joe	Ferguson	Real Estate Manager	
COUSIN'S SUBS	1,200	2,000	Clifford	Jones	Area Developer	
COUSIN'S SUBS	1,200	2,000	Patrick/Matt	Salcido/Morrell	c/o De Rito Partners	
CRICKET WIRELESS	1,200	1,200	Chris	Cambell	c/o Cassidy Turley BRE	
CRICKET WIRELESS	1,200	1,200	Ken	Edwards	Regional Director	
CRITCHFIELD DENTAL	2,500	2,500	Dr. Robert	Critchfield	Partner	
DC DENTAL GROUP	1800	4000	Doug	Chang	DMD	
DENTAL OFFICE OF DR. ANTHONY AND HEAP	2,000	2,000	Dr Jeffery	Peifer	Dentist	
DENTISTRY AT GREY HAWK	2,000	2,000	Dr. Bahar	Ata-Abadi	Dentist	
DENTISTRY OF OLD TOWN SCOTTSDALE	2,000	2,000	Dr. Bradley	Brittain	Partner/Dentist	
DESERT DENISTRY	2,000	2,000	Dr. Lara	Antczak	Dentist	
DOBSON AND WARNER DENTISTRY	2,500	2,500	Dr. K	Ngo	Partner	

— *Sample Monthly Report* —

DERITO - LEASING REPORT 5835 WEST PALMAIRE

COMPANY	MIN SF	MAX SF	First	Last	TITLE	Comments
DR. ADAMS AND DR. WOODS OFFICE	2,500	2,500	Dr. William	Woods	Dentist	
DR. ALLEN AND DR. CZAR'S OFFICE	2,000	2,000	Dr. Larry	Allen	Dentist/Partner	
DR. FROST & ASSOCIATES	2,500	2,500			Owner	
DR. GIBBONS OFFICE	2,500	2,500	Dr. Junius	Gibbons	Owner	
DR. HANHILA'S OFFICE	2,000	2,000	Dr. Matt	Hanhila III	Owner	
DR. JORGENSEN'S AND DR. DANIELS DENTAL OFFICE	2,000	2,000	Dr. Blake	Olsen	Dentist/Partner	
DR. TAYLOR KIM DENTISTRY	2,500	2,500	Dr. Taylor	Kim	Owner	
DULVICK DENTISTRY	2,500	2,500	Dr. Roger	Dulvick	Owner	
EEGEE'S, INC	1,200	1,800	Jami	Savage	c/o SRS Real Estate Partners	
EEGEE'S, INC	1,200	1,200	Tom	O'Conner	Director of Real Estate	
EVERGREEN HARDWARE & ELECTRIC			Tony	Burns	Real Estate Manager	
EXTREME PITA	1,200	1,500	Sean	Black	ExVP of RE & Franchise Development	
FERGUSON PLUMBING SUPPLY	5000	5,000			Facilities Dept.(indiv. storesDecide expansion)	
FIREBIRD'S ROCKY MOUNTAIN GRILL			Zach	Pace	c/o Phoenix Commercial Advisors	
FIREHOUSE RESTAURANT GROUP	2,500	3,500	Kristen Alberre	Akel	Manager of Real Estate	
FIREHOUSE SUBS	2500	3500	Scott	Friedman	Area Rep./Phx & Tucson	
FIREHOUSE SUBS	1,200	1,600	Jeff	Gorden	Associate Broker	
FIREHOUSE SUBS	1,200	1,600	Scott	Friedman	RE Representative	
FIVE STAR CELLULAR	900	1,200	Lizette/Paul	Fonseca/Serafin	c/o De Rito Partners, Inc.	
FIVE STAR CELLULAR	900	1,200	Vanessa	Montes		
GATEWAY DENTAL CARE	2,500	2,500	Dr. Robert	Barber	Dentist	
GATEWAY FAMILY DENTISTRY	2,500	2,500	Dr. Timothy	Gailey	Dentist	
GENTLE DENTAL			Veronica V	Lee	Director of Leasing	
GO WIRELESS	2,000	2,000	Kevin	Elder	President	
GO WIRELESS	2,000	2,000	Brian	Gast	c/o Strategic Retail Group	
GREAT WRAPS	1,300	2,000	Robert	Soloman	President	
HARBOR FREIGHT TOOLS	10,000	10,000	Chris	Malherbe	c/o Newmark Grubb Knight Frank	
HARBOR FREIGHT TOOLS	15,000	15,000	Jessie	Quinn	Manager, Real Estate Strategy	
IMOBILE			Ravi K	Bansal	Sr V P	
JASON'S DELI	4,000	5,000	Chuck	Gibson	c/o SRS Real Estate Partners	

— *Sample Monthly Report* —

DERITO - LEASING REPORT 5835 WEST PALMAIRE

COMPANY	MIN SF	MAX SF	First	Last	TITLE	Comments
JASON'S DELI	4,500	4,500	Greg	Messina	Director of Real Estate	
JERSEY MIKE'S SUBS	1,500	1,500	Max	Bippus	c/o CB Richard Ellis	
JERSEY MIKE'S SUBS	1,500	1,500	Geraldo	Flores	Real Estate Professional	
JIMMY JOHN'S	600	1,800	Ryan	Esutice	c/o SRS Real Estate Partners	
JIMMY JOHN'S	1,400	1,700	Corey	Pettyjohn	Real Estate Mgr	
KOKOPELLI DENTISTRY	2,000	2,000	Dr. Steven	Morales	Dentist	
KOOL SMILES	2,000	4,000	Robert W	Heacox	Dir of RE	
LANE BRYANT	1,200	1,800	Jami	Savage	c/o SRS Real Estate Partners	
LUKKEN CHIROPRACTIC	1,500	1,500	Dr. Steven	Lukken	Owner	
MAGNUM'S CIGARS, WINE, & SPIRITS	5,000	5,000	Amar	Patel	Owner	
MAHON'S	1,000	3,500	John	Trujillo	c/o De Rito Partners	
McALISTER'S DELI	3,000	4,000	Cliff	Johnson	c/o Cassidy Turley	
McALISTER'S DELI			Peter	Wright	Vice President of Franchise Sales	
MERCHANT DENTAL	2,500	2,500	Dr. Biju	Merchant	Owner	
MILIOS SANDWICHES	1,200	1,500	Gerald	Helminski	Dir of Franchise Oper.	
NATURAL LIFE CLINIC	1,500	1,500	Paul	Woolf	Owner	
OFFICE OF DR. CHOULES AND DR. ERSKINE	2,500	2,500	Dr. Christopher	Erskine	Partner	
OFFICE OF DR. DEBESTANI	2,000	2,000	Dr. Ardeshir	Debestani	Partner	
OFFICE OF DR. FOWLER AND DR. SABA	2,000	2,000	Dr. Kent	Saba	Partner	
OFFICE OF DR. HODGES AND DR. TUCKER	2,000	2,000	Dr. Tara	Hodges	Partner	
OFFICE OF DR. JENKINS, CURTIS, & POELMAN	2,500	2,500	Dr. Chet	Jenkins	Partner	
OFFICE OF DR. JOHNSON & DR. LARSEN	2,500	2,500	Dr. Curtis	Johnson	Dentist/Partner	
OFFICE OF DR. KHESHTCHIN	2,000	2,000	Dr. Mandana	Kheshtchin	Dentist/Partner	
OFFICE OF DR. KYLE HUISH	2,000	2,000	Dr. Kyle	Huish	Dentist	
OFFICE OF DR. LINDSTROM	2,000	2,000	Dr. Michael	Lindstrom	Dentist	
OFFICE OF DR. SCOTT AND BROADBENT	2,000	2,000	Dr. Bradley	Scott	Dentist	
OFFICE OF DR. SIELICKI & DR. CONWAY	2,000	2,000	Dr. Ann	Sielicki	Partner/Dentist	
OFFICE OF DR. WOLF, DR. WOLF, AND DR. TAYLOR	2,500	2,500	Dr. Dallas	Wolf	Partner	
PACIFIC DENTAL SERVICES	2,500	5,000	Greg	Thorburn	Real Estate Manager	
PACIFIC DENTAL SERVICES	2,500	5,000	Tim	Gunnink	c/o GDC/RE	
PHILLY'S FINEST INC.	1,500	1,500	Jay	& Hilda	Owners	
PHOENIX FLOWER SHOPS	3,000	3,000	Ken	Young	Owner	

— *Sample Monthly Report* —

DERITO - LEASING REPORT 5835 WEST PALMAIRE

COMPANY	MIN SF	MAX SF	First	Last	TITLE	Comments
PLANET SUB	1,500	2,300	Danielle	Davis	c/o LevRose Real Estate	
PORT OF SUBS	1,500	1,500	Shelby	Tworek	c/o NAI Horizon	
POSPISIL DENTISTRY OF GILBERT	2,500	2,500	Dr. Brent	Pospisil	Partner	
POSPISIL FAMILY DENTAL	2,500	2,500	Dr. More	Pospisil	Partner	
POT BELLY SANDWICH WORKS	2,500	2,500	Courtney	Lindley	Sr Dir of R E	
POT BELLY SANDWICH WORKS			Zach	Pace	c/o Phx Commercial Adv	
QUIZNOS RESTAURANT CORP	800	1,500	Scott	Bernstein	Real Estate Director	
QUIZNO'S SUBS	1,500	1,500	Kelly	Arnold	Director of Real Estate	
QUIZNO'S SUBS	800	1,200	Lance	Umble	c/o Phoenix Commercial Advisors	
ROCKLER WOODWORKING & HARDWARE	5,000	5,000	Glen	Snyder	Real Estate Manager	
SACKS ART OF SANDWICHERIE	1,500	2,500	Ivan	Morrow	Owner	
SAN PLUMBING SUPPLY			Barrett	Bromich	GM	
SCHLOTZSKY'S DELI	3,000	3,000	Logan	Reeves	VP, New Store Dev.	
SCHLOTZSKY'S DELI	2,400	3,200	Teale	Bloom	c/o Phoenix Commercial Advisors	
SEARS HARDWARE	25,000	25,000		CORP. #	Real Estate Dept. For Sears/Kmart	
SIERRA FAMILY DENTISTRY	2,500	2,500	Dr. Vince	Rauschel	Dentist	
SMILE BRANDS INC.			Steven A	Ishino	Director of Real Estate	
SMILE BRANDS, INC			Larry	Zebe	Real Estate Manager	
SOFT CARE DENTAL	2,500	2,500	Dr.	Chang	Owner	
SOFT TOUCH DENTAL	2,500	2,500	John	Lungreen	Dentist	
SOUTH PHILLY STEAK & FRIES	1,500	1,500	Cheryl	Kempf		
SOUTH WEST DENTAL GROUP	2,500	2,500	Dr. Kenneth	Thompson	Partner	
SPINAL CORRECTION CENTER	1,200	1,800	Michael	Heariksen	Owner	
SPOONER & SHAFT PHYSICAL THERAPY	1,500	2,500	Christine	Shaft	Co-Owner	
SPRINT	1,100	1,500	Ginger	Vigneault	Manager, Real Estate	
SPRINT	1000	1121	Lydia	Laursen	Member/Owner	
STEAK ESCAPE	750	900	Jim	Carr	Dir of Franchise Dev	
STREET TALK			David	Ferber	President	
SUB STATION II	1,500	1,500	Susan	Vaden	VP of Franchise Sales	
SUBWAY	1,200	1,200	Rick	Schibler	c/o AZ Development	
SUBWAY	1,200	1,200	Mike	Nelson	President	
SUNWEST DENTAL CENTER	2,000	2,000	Shawn	Dalton	Owner	

— Sample Monthly Report —

DERITO - LEASING REPORT 5835 WEST PALMAIRE

COMPANY	MIN SF	MAX SF	First	Last	TITLE	Comments
TASTE OF PHILLY	2,000	3,500	Morey	Fischel	c/o De Rito Partners	
T-MOBILE	1,200	1,500	Larry	Simpson	Business Development Manager	
T-MOBILE	1,500	1,500	Teale	Bloom	c/o Phoenix Commercial Advisors	
T-MOBILE/THE PHONE ZONE	1240	1240	Jason	Hamama	CEO - Hamama Invest / DC Pavilions LLC	
TOGO'S	1200	1500	Andy	Kroot	Ten. Rep/VELOCITY RETAIL GROUP, LLC	
TOGO'S	1200	1500	Cheryl	Samote	Prinicpal	
TOTAL WINE & MORE	8,000	16,000	Phil	Armstrong	VP of Real Estate	
TOTAL WINE & MORE	20,000	25,000	Neil	Board	c/o Western Retail Advisors	
TRUE VALUE	10,000	12,000	Regan	Amato	c/o Phoenix Commercial Advisors	
US CELLULAR			Ruth	Bowers	RE Manager - West	
VERIZON WIRELESS	1,200	3299	Nancy	Gardiner	Real Estate Manager	
VERIZON WIRELESS	1,200	1,200	Brent	Mallonee	c/o Cassidy Turley BRE	
VINO 100	1,400	1,600	Jared	Lively	c/o Rein and Grossehme	
VOGEL AND MATESI DENTAL OFFICE	2,000	2,000	Dr.	Matesi	Dentist	
WATER N ICE	600	2000	John	Trujillo	AZ Rep/De Rito Partners	
WESTERN DENTAL	3000	5000	Tom	Henschen	Broker/Tom Henschen & Associates	
WESTERN DENTAL	3000	5000	Andy	Eddy	VP New Office Development	
WHICH WICH	1,800	2,200	Brent	Mallonee	Cassidy Turley	
WHICH WICH	1,800	2,200	Lisa	Walker	Dir of RE	
WIRELESS TOYZ	2,000	2,000	Shelby	Twotek	c/o NAI Horizon	
WOODCRAFT SUPPLY CO.	6,500	6,500	Gary	Lombard	Vice President of Operations	

— Sample Monthly Report —

13. OUTSTANDING RECOMMENDATIONS TO OWNER

- Recommend new EMS system 2009; Climatec proposal received.
- Recommend that MODE performs the maintenance of parking structure
- Recommend window washing more than 1x per year
- The Property Manager with the City of Glendale and TP Property Manager have now discussed Benchmarking the building to achieve an Energy Star Rating once the building occupancy has increased and the building will qualify for Energy Star certification.
- Recommend 58th Avenue decorative lamp posts are repainted where scratched.
- Directional Signage for retail area should be installed to promote the retail area located on Palmaire and new tenant retail signage. Budgeted for July 2010, but not approved.
- Space Planning for vacant suites 200, 253, 255, 310, 325 and 330 for better potential of leasing.

RENT ROLL

5800 - 5800 W. Glenn Dr.
As of Date:
Select By: Lease From Date

Unit	Code	Name	Sqft	Potential Rent	Actual Rent	Rent/SF	Deposit	Lease From & To	
100	boa	Bank of America	7,220.0	0.00	14,379.83	23.90	0.00	08/01/87	07/31/17
140	visit	Glendale Visitor's Center	2,152.0	0.00	0.00	0.00	0.00	01/05/09	
150	market	Glendale Marketing Dept.	5,505.0	0.00	0.00	0.00	0.00	01/28/01	05/28/14
200		VACANT	9,567.0	11,958.75					
225	essprop	Essential Properties, Inc.	754.0	911.08	911.08	14.50	943.00	09/01/12	08/30/15
250	arellano	Arellano Real Estate, LLC	418.0	627.00	627.00	18.00	627.00	04/01/10	03/31/15
252	jarnagin	Jarnagin & Jarnagin, Inc.	1,224.0	1,122.00	1,122.00	11.00	2,200.00	10/01/08	11/30/16
253		VACANT	1,398.0	2,242.40					
255		VACANT	2,002.0	2,818.90					
260/275		VACANT	4,171.0	3,128.25					
300		VACANT	480.0	0.00					
310		VACANT	1,736.0	2,314.66					
315/320	glent	Transportation Department	6,181.0	7,960.31	0.00	0.00	0.00	01/01/04	05/01/14
325		VACANT	1,047.0	1,308.75					
330		VACANT	2,750.0	3,437.50					
350	fa	Fire Department Administrat	10,271.0	0.00	0.00	0.00	0.00	01/01/08	05/01/14
360		VACANT	1,000.0	0.00					
A-D&F-I	swa	SW General, Inc.	10,025.0	15,538.75	15,538.75	18.60	21,052.50	08/16/11	08/31/21
E		VACANT	1,233.0	719.25					
RET-RR		VACANT	176.0	0.00					
20	Total - Less Excluded Units		69,310.0	54,087.60	32,578.66	5.64	24,822.50		
9	Total Occupied		43,750.0	26,159.14	32,578.66	8.94			
45.00	% Occupied		63.12	48.36	60.23				
11	Total Vacant		25,560.0	27,928.46	13.11				
55.00	% Vacant		36.88	51.64					

— Sample Monthly Report —

LEASE ABSTRACT

As of Date:

Unit	Name	SF	Rent	$/SF	From To		Rent	Increase	Charges & Concessions
5800	5800 W. Glenn Dr.								
100	Bank of America	7,220	14,380	23.90	08/01/87 07/31/17	360	08/07 08/12 08/13 08/14 08/15 08/16	14,079.00 14,079.00 14,379.83 14,680.67 14,981.50 15,282.33	1,517(cam) 01/01/084/30/09 1,525(cam) 05/01/0912/31/09 767(cam) 01/01/10-12/31/10 872(cam) 01/01/11-06/30/12 628(cam) 07/01/12-12/31/13 501 (cam) 01/01/14- / /
140	Glendale Visitor's Center	2,152	0	0.00	01/05/09		6/30/11		302 (cam) 08/011
150	Glendale Marketing Dept.	5,505	0	0.00	01/28/01		5/28/14		160
225	Essential Properties, Inc.	754	911	14.50	09/01/12 08/30/15	35	09/12 10/12 10/13 10/14	CPI 879.67 911.08 942.50	
250	Arellano Real Estate, LL	418	627	18.00	04/01/10 03/31/15	60	04/10 04/11 04/12 04/13 04/13	557.33 547.75 592.16 609.58 627.00	23 (cam) 01/01/11-6/30/12 9 (cam) 07/01/12-12/31/13 1 (cam) 01/01/14- / /
252	Jarnagin & Jarnagin, Inc.	1,224	1,122	11.00	10/01/08 11/30/16	98	10/08 10/09 10/10 12/11 12/12 12/13 12/14 12/15	2,188.17 2,245.75 2,303.33 1,020.00 1,071.00 1,122.00 1,173.00 1,224.00	33 (cam) 05/01/09-2/31/09
315/320	Transportation Departme	6,181	0	0.00	01/01/04 05/01/14	124	01/04 01/06 01/07 01/08 05/08	6,298.75 6,403.73 7,236.23 7,469.32 7,960.31	226 (cam) 01/01/08-4/30/09 810 (cam) 07/01/10-7/31/10 810 (cam) 08/01/11- / /
350	Fire Department Administ	10,271	0	0.00	01/01/08 05/01/14	76			
A-D&F-I	SW General, Inc.	10,025	15,539	18.60	08/16/11 08/31/21	121	08/11 09/12 09/13 09/14 09/15 09/16 09/17 09/18 09/19 09/20	10,526.25 13,032.50 15,538.75 18,045.00 20,050.00 22,556.25 25,062.50 27,568.75 30,075.00 35,581.25	9,516 (cam) 8/15/110-6/30/12 7,005(cam)07/01/12-12/31/13 7,739 (cam) 01/01/14- / /
TOTAL		43,750	32,579	8.94					

— Sample Monthly Report —

BALANCE SHEET (CASH)
5800 W. GLENN DR. - (5800)

	APRIL 2013
ASSETS	
Operating Cash 1	26,434.28
TOTAL CASH	26,434.28
OTHER CURRENT ASSETS	
TOTAL CURRENT ASSETS	26,434.28
TOTAL ASSETS	26,434.28
LIABILITIES & CAPITAL	
LIABILITIES	
Prepaid Rent	1,184.64
Tenant Deposits	24,822.50
Sales Tax Collected & Payable	-381.32
TOTAL LIABILITIES	25,625.82
CAPITAL	
Owner Contribution	116,617.65
EQUITY	
DISTRIBUTIONS	
Owner Draw	863,666.08
Retained Earnings	747,856.89
TOTAL CAPITAL	808.46
TOTAL LIABILITIES & CAPITAL	26,434.28

— Sample Monthly Report —

INCOME STATEMENT (CASH)

5800 W. GLENN DR. - (5800)
APRIL 2013

	MONTH TO DATE	%	YR TO DATE	%
INCOME				
RENT INCOME				
Rental Income	29,671.75	78.87	274,188.31	72.60
Operating Expense Recovery/CAM	7,947.34	21.12	81,722.92	21.64
Excise Tax	0.00	0.00	21,331.50	5.65
NET RENT INCOME	37,619.09	99.99	377,242.73	99.89
OTHER INCOME				
Interest on Bank Accounts	2.78	0.01	21.54	0.01
Late Fee	0.00	0.00	380.88	0.10
TOTAL OTHER INCOME	2.78	0.01	402.42	0.11
TOTAL INCOME	37,621.87	100.00	377,645.15	100.00
EXPENSES				
DIRECT EXPENSES				
Building Repair/Maintenance	1,828.32	4.86	16,629.92	4.40
Supplies - Repair/Maintenance	168.75	0.45	5,167.30	1.37
HVAC - Contract	296.00	0.79	7,533.33	1.99
HVAC Repair/Maintenance	5,079.40	13.50	22,868.91	6.06
Electrical Repair/Maintenance	282.20	0.75	2,844.60	0.75
Plumbing Repair/Maintenance	182.08	0.48	3,278.85	0.87
Elevator - Contract	162.16	0.43	1,589.78	0.42
Window/Door - Repair/Maint	0.00	0.00	138.00	0.04
Roof Repair/Maintenance	0.00	0.00	108.00	0.03
Lights-Bulbs/Ballasts	48.00	0.13	5,165.45	1.37
Locks & Keys	92.16	0.24	788.53	0.21

— Sample Monthly Report —

Signs & Directories	0.00	0.00	1,923.33	0.51
Trash Disposal	275.84	0.73	2,758.40	0.73
Landscaping - Contract	750.00	1.99	6,750.00	1.79
Landscaping - Extras	683.53	1.82	4,100.49	1.09
Pest Control	0.00	0.00	125.00	0.03
Fire/Life/Safety	1,429.74	3.80	6,714.37	1.78
Janitorial	2,610.59	6.94	22,719.43	6.02
Janitorial - Other	-375.00	-1.00	650.42	0.17
Janitorial Supplies	1,288.53	3.42	9,553.41	2.53
Window Cleaning	1,536.00	4.08	1,536.00	0.41
Dayporter Service	628.32	1.67	6,283.20	1.66
TOTAL DIRECT EXPENSES	16,966.62	45.10	129,226.72	34.22

UTILITIES

Electricity	7,982.02	21.22	98,430.54	26.06
Gas	53.67	0.14	9,576.90	2.54
Water & Sewer	1,580.79	4.20	13,984.75	3.70
Telephone	386.04	1.03	2,119.96	0.56
TOTAL UTILITIES	10,002.52	26.59	124,112.15	32.86

GENERAL & ADMINISTRATIVE

GENERAL & ADMINISTRATIVE				
Office Supplies	34.53	0.09	223.74	0.06
Postage & Delivery	13.14	0.03	251.31	0.07
Mileage Reimbursement	112.47	0.30	786.73	0.21
Tenant Retention	0.00	0.00	166.37	0.04
Education & Training	0.00	0.00	27.72	0.01
Management Fees	3,000.00	7.97	30,210.62	8.00
Permits & Licenses	0.00	0.00	139.20	0.04
TOTAL G & A EXPENSE	3,160.14	8.40	31,805.69	8.42

— *Sample Monthly Report* —

TOTAL OPERATING EXPENSES	30,129.28	80.08	285,144.56	75.51
NET OPERATING INCOME	7,492.59	19.92	92,500.59	24.49
NON-REIMBURSABLE EXPENSES				
Commission	0.00	0.00	1,639.95	0.43
TOTAL NON-REIMBURSABLE EXPE	0.00	0.00	1,639.95	0.43
MAJOR IMPROVEMENTS				
Tenant Improvements	0.00	0.00	4,176.67	1.11
Building Improvements	0.00	0.00	1,103.06	0.29
HVAC Replacement	0.00	0.00	5,582.00	1.48
TOTAL MAJOR IMPROVEMENTS	0.00	0.00	10,861.73	2.88
NET INCOME	7,492.59	19.92	79,998.91	21.18

— Sample Monthly Report —

CASH FLOW (CASH)

5800 W. GLENN DR. - (5800)
APRIL 2013

INCOME

	MONTH TO DATE	%	YR TO DATE	%
RENT INCOME				
Rental Income	36,356.62	81.23		77.82
Operating Expense Recovery/CAM	8,382.76	18.73	84,765.18	18.87
Excise Tax	0.00	0.00	14,730.75	3.28
Other Income	19.74	0.04	39.14	0.01
NET RENT INCOME	44,759.12	100.00		99.98
OTHER INCOME				
Interest on Bank Accounts	0.00	0.00	86.19	0.02
TOTAL OTHER INCOME	0.00	0.00	86.19	0.02
TOTAL INCOME	44,759.12	100.00		100.00

EXPENSES

DIRECT EXPENSES				
Building Repair/Maintenance	1,098.24	2.45	7,531.63	1.68
Supplies - Repair/Maintenance	241.54	0.54	2,111.42	0.47
HVAC - Contract	1,196.00	2.67	6,997.68	1.56
HVAC Repair/Maintenance	360.40	0.81	8,499.26	1.89
Electrical Repair/Maintenance	34.00	0.08	1,620.00	0.36
Plumbing Repair/Maintenance	204.00	0.46	2,675.63	0.60
Elevator - Contract	167.62	0.37	1,644.00	0.37
Elevator - Repair/Maintenance	40.00	0.09	64.00	0.01
Window/Door - Repair/Maint	0.00	0.00	1,248.08	0.28
Roof Repair/Maintenance	0.00	0.00	82.08	0.02
Lights-Bulbs/Ballasts	248.17	0.55	3,119.07	0.69

— Sample Monthly Report —

Locks & Keys	87.50	0.20	947.91	0.21
Signs & Directories	0.00	0.00	360.44	0.08
Trash Disposal	277.84	0.62	2,485.56	0.55
Landscaping - Contract	825.00	1.84	8,175.00	1.82
Landscaping - Extras	37.09	0.08	2,771.89	0.62
Pest Control	198.08	0.44	462.08	0.10
Fire/Life/Safety	26.74	0.06	2,676.95	0.60
Janitorial	2,643.27	5.91	25,623.42	5.71
Janitorial - Other	420.00	0.94	1,170.00	0.26
Janitorial Supplies	899.90	2.01	9,809.27	2.18
Window Cleaning	1,458.00	3.26	3,079.00	0.69
Dayporter Service	628.32	1.40	6,334.88	1.41
TOTAL DIRECT EXPENSES	11,091.71	24.78	99,489.25	22.15

UTILITIES

Electricity	7,706.05	17.22		22.62
Gas	134.21	0.30	2,981.16	0.66
Water & Sewer	1,429.86	3.19	12,344.24	2.75
Telephone	204.08	0.46	2,031.09	0.45
TOTAL UTILITIES	9,474.20	21.17		26.48

GENERAL & ADMINISTRATIVE

Office Supplies	22.38	0.05	216.03	0.05
Postage & Delivery	12.80	0.03	220.11	0.05
Mileage Reimbursement	67.80	0.15	562.14	0.13
Tenant Retention	0.00	0.00	307.06	0.07
Management Fees	3,000.00	6.70	30,000.00	6.68
TOTAL G & A EXPENSE	3,102.98	6.93	31,305.34	6.97

— *Sample Monthly Report* —

TOTAL OPERATING EXPENSES	23,668.89	52.88		55.61
NET OPERATING INCOME	21,090.23	47.12		44.39
NON-REIMBURSABLE EXPENSES				
Commission	0.00	0.00	7,338.00	1.63
TOTAL NON-REIMBURSABLE EXPE	0.00	0.00	7,338.00	1.63
NET INCOME	21,090.23	47.12		42.76
ADJUSTMENTS				
Prepaid Rent	-0.02		670.60	
Tenant Deposits	0.00		3,159.33	
Sales Tax Collected & Payable	-302.71		-277.50	
Owner Contribution	0.00		7,338.00	
Owner Draw	-41,432.28			
TOTAL ADJUSTMENTS	-41,735.01			
CASH FLOW	-20,644.78		30,475.93	
Beginning Cash	74,435.09			
Ending Balance	53,790.31			

— Sample Monthly Report —

General Ledger (Cash)
5800 W. Glenn Dr. - (5800)
April 2013

Property	Date	Period	Description	Control	Refer	Debit	Credit	Balance	Remarks
4500-0000			Rental Income					-244,516.56	= Beginning Balance =
5800	04/01/13	04/13	(essprop) Essential Propertie	R-40735	2808		879.67	-245,396.23	
5800	04/01/13	04/13	(swa) SW General, Inc.	R-40752	4023054		11,702.22	-257,098.45	
5800	04/01/13	04/13	(swa) SW General, Inc.	R-40570	none		1,330.28	-258,428.73	:Prog Gen prepayment transf
5800	04/08/13	04/13	(jamagin) Jamagin & Jamagi	R-40953	11498		1,071.00	-259,499.73	
5800	04/16/13	04/13	(arellano) Arellano Real Estat	R-41048	Online depos		609.58	-260,109.31	
5800	04/26/13	04/13	(boa) Bank of America	R-41285	ACH deposit		14,079.00	-274,188.31	
			NetChange= -29,671.75					**-274,188.31**	**= Ending Balance =**
4510-0000			Operating Expense Recov					-73,775.58	= Beginning Balance =
5800	04/01/13	04/13	(swa) SW General, Inc.	R-40752	4023054		7,005.09	-80,780.67	
5800	04/01/13	04/13	(visit) Glendale Visitor's Cent	R-40569	none		229.35	-81,010.02	:Prog Gen prepayment transf
5800	04/05/13	04/13	(visit) Glendale Visitor's Cent	R-40901	835888		76.23	-81,086.25	
5800	04/16/13	04/13	(arellano) Arellano Real Estat	R-41048	Online depos		8.75	-81,095.00	
5800	04/26/13	04/13	(boa) Bank of America	R-41285	ACH deposit		627.92	-81,722.92	
			NetChange= -7,947.34					**-81,722.92**	**= Ending Balance =**
4512-0000			Excise Tax					-21,331.50	= Beginning Balance =
			NetChange= 0.00					**-21,331.50**	**= Ending Balance =**
5720-0000			Interest on Bank Account					-18.76	= Beginning Balance =
5800	04/30/13	04/13	(1st) First Bank	K-91197	80		2.78	-21.54	Apr 13 interest
			NetChange= -2.78					**-21.54**	**= Ending Balance =**
5800-0000			Late Fee					-380.88	= Beginning Balance =
			NetChange= 0.00					**-380.88**	**= Ending Balance =**
6210-0000			Building Repair/Maintena					14,301.80	= Beginning Balance =
5800	04/01/13	04/13	(mppm) M-Progressive Prope	K-89452	3063	192.00		14,993.60	WO#32515; Work orders per
5800	04/15/13	04/13	(wppm) W-Progressive Prop	K-90018	3077	408.00		15,401.60	WO#32714; Meet Benson Sy
5800	04/15/13	04/13	(wppm) W-Progressive Prop	K-90240	3077	142.08		15,543.68	WO#32892; Clean electrical r
5800	04/15/13	04/13	(wppm) W-Progressive Prop	K-90242	3077	12.00		15,555.68	WO#32829; Rooftop Door Fl
5800	04/15/13	04/13	(wppm) W-Progressive Prop	K-90253	3077	228.00		15,783.68	WO#32900; Property check
5800	04/15/13	04/13	(wppm) W-Progressive Prop	K-90264	3077	48.00		15,831.68	WO#32908; Found water on
5800	04/15/13	04/13	(wppm) W-Progressive Prop	K-90310	3077	250.08		16,081.76	WO#32928; Meet Glendale S
5800	04/22/13	04/13	(wppm) W-Progressive Prop	K-90571	3084	82.08		16,163.84	WO#33006; Install Door Stop
5800	04/22/13	04/13	(wppm) W-Progressive Prop	K-90572	3084	24.00		16,187.84	WO#33005; Clean ATM's
5800	04/22/13	04/13	(wppm) W-Progressive Prop	K-90576	3084	72.00		16,259.84	WO#33049; Property check
5800	04/22/13	04/13	(tppm) T-Progressive Propert	K-90417	3087	154.08		16,413.92	WO#32946; 3rd floor commo
5800	04/29/13	04/13	(wppm) W-Progressive Prop	K-90954	3091	216.00		16,629.92	WO#33179; Property check
			NetChange= 1,828.32					**16,629.92**	**= Ending Balance =**
6215-0000			Supplies - Repair/Mainten					4,998.55	= Beginning Balance =
5800	04/15/13	04/13	(wppm) W-Progressive Prop	K-90199	3077	15.83		5,014.38	WO#32782; Hot Call
5800	04/17/13	04/13	(ppm) Progressive Property	K-90456	3078	111.04		5,125.42	Apr 13 AMEX
5800	04/20/13	04/13	(ppm) Progressive Property	K-90610	3079	41.88		5,167.30	Apr 13 HD
			NetChange= 168.75					**5,167.30**	**= Ending Balance =**
6220-0000			HVAC - Contract					7,237.33	= Beginning Balance =
5800	04/22/13	04/13	(acs) Advanced Chemical So	K-90523	3086	296.00		7,533.33	Invoice 1172-Apr 13 water tr
			NetChange= 296.00					**7,533.33**	**= Ending Balance =**
6225-0000			HVAC Repair/Maintenanc					17,789.51	= Beginning Balance =
5800	04/01/13	04/13	(mec) ME-Controls, LLC	K-89448	3062	4,317.00		22,106.51	Invoice 300043-Install new B
5800	04/15/13	04/13	(wppm) W-Progressive Prop	K-90199	3077	292.40		22,398.91	WO#32782; Hot Call
5800	04/22/13	04/13	(acs) Advanced Chemical So	K-90524	3085	470.00		22,868.91	Invoice 1173-found broken s
			NetChange= 5,079.40					**22,868.91**	**= Ending Balance =**
6240-0000			Electrical Repair/Maintena					2,562.40	= Beginning Balance =
5800	04/01/13	04/13	(mppm) M-Progressive Prope	K-89451	3063	282.20		2,844.60	WO#32518; Seperate Circuit
			NetChange= 282.20					**2,844.60**	**= Ending Balance =**
6245-0000			Plumbing Repair/Mainten					3,096.77	= Beginning Balance =
5800	04/15/13	04/13	(wppm) W-Progressive Prop	K-90241	3077	136.00		3,232.77	WO#32826; 3rd floor MRR ur
5800	04/15/13	04/13	(wppm) W-Progressive Prop	K-90252	3077	46.08		3,278.85	WO#32842; Leak 3rd Floor R

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— Sample Monthly Report —

General Ledger (Cash)
5800 W. Glenn Dr. - (5800)
April 2013

Property	Date	Period	Description	Control	Refer	Debit	Credit	Balance	Remarks
			NetChange= 182.08					**3,278.85 = Ending Balance =**	
6250-0000			Elevator - Contract					1,427.62 = Beginning Balance =	
5800	04/15/13	04/13	(kone) Kone Inc.	K-90164	3076	162.16		1,589.78	Invoice 221159250-Apr 2013
			NetChange= 162.16					**1,589.78 = Ending Balance =**	
6260-0000			Window/Door - Repair/Mai					138.00 = Beginning Balance =	
			NetChange= 0.00					**138.00 = Ending Balance =**	
6265-0000			Roof Repair/Maintenance					108.00 = Beginning Balance =	
			NetChange= 0.00					**108.00 = Ending Balance =**	
6350-0000			Lights-Bulbs/Ballasts					5,117.45 = Beginning Balance =	
5800	04/15/13	04/13	(wppm) W-Progressive Prop	K-90265	3077	48.00		5,165.45	WO#32909; Exterior light che
			NetChange= 48.00					**5,165.45 = Ending Balance =**	
6370-0000			Locks & Keys					696.37 = Beginning Balance =	
5800	04/29/13	04/13	(wppm) W-Progressive Prop	K-90950	3091	68.16		764.53	WO#33117; Install Lock at
Re									
5800	04/29/13	04/13	(wppm) W-Progressive Prop	K-90951	3091	24.00		788.53	WO#33007; Latch Guard
			NetChange= 92.16					**788.53 = Ending Balance =**	
6390-0000			Signs & Directories					1,923.33 = Beginning Balance =	
			NetChange= 0.00					**1,923.33 = Ending Balance =**	
6410-0000			Trash Disposal					2,482.56 = Beginning Balance =	
5800	04/09/13	04/13	(cityutil) City Of Glendale	K-89949	3068	275.84		2,758.40	Acct # 00263956-00
			NetChange= 275.84					**2,758.40 = Ending Balance =**	
6420-0000			Landscaping - Contract					6,000.00 = Beginning Balance =	
5800	04/09/13	04/13	(piazza) Piazza Commercial	K-89748	3069	750.00		6,750.00	Invoice #7631: Mar 13, ferti
			NetChange= 750.00					**6,750.00 = Ending Balance =**	
6425-0000			Landscaping - Extras					3,416.96 = Beginning Balance =	
5800	04/09/13	04/13	(piazza) Piazza Commercial	K-89748	3069	683.53		4,100.49	Invoice #7631: Mar 13, ferti
			NetChange= 683.53					**4,100.49 = Ending Balance =**	
6430-0000			Pest Control					125.00 = Beginning Balance =	
			NetChange= 0.00					**125.00 = Ending Balance =**	
6450-0000			Fire/Life/Safety					5,284.63 = Beginning Balance =	
5800	04/15/13	04/13	(benson) Benson Systems	K-90345	3073	26.74		5,311.37	Invoice 012258-May 2013
5800	04/15/13	04/13	(benson) Benson Systems	K-90074	3075	1,379.00		6,690.37	Invoice 101916-Annual fire i
5800	04/22/13	04/13	(benson) Benson Systems	K-90393	3080	24.00		6,714.37	Invoice 102081-recharge AB
			NetChange= 1,429.74					**6,714.37 = Ending Balance =**	
6520-0000			Janitorial					20,108.84 = Beginning Balance =	
5800	04/01/13	04/13	(pivot) Landmark Building Mai	K-89565	3061	2,235.59		22,344.43	Invoice #43516: April 13
5800	04/01/13	04/13	(pivot) Landmark Building Mai	K-89517	3064	375.00		22,719.43	Invoice #43620: Clean all hi
			NetChange= 2,610.59					**22,719.43 = Ending Balance =**	
6522-0000			Janitorial - Other					1,025.42 = Beginning Balance =	
5800	04/01/13	04/13	(swa) SW General, Inc.	R-40769	none		375.00	650.42	:Prog Gen prepayment transf
			NetChange= -375.00					**650.42 = Ending Balance =**	
6525-0000			Janitorial Supplies					8,264.88 = Beginning Balance =	
5800	04/29/13	04/13	(pivot) Landmark Building Mai	K-90825	3090	1,288.53		9,553.41	Invoice 43856
			NetChange= 1,288.53					**9,553.41 = Ending Balance =**	
6530-0000			Window Cleaning					0.00 = Beginning Balance =	
5800	04/01/13	04/13	(clean) Clean Distinction, LL	K-89596	3060	1,536.00		1,536.00	Invoice 114598-Mar 2013
			NetChange= 1,536.00					**1,536.00 = Ending Balance =**	
6550-0000			Dayporter Service					5,654.88 = Beginning Balance =	
5800	04/01/13	04/13	(pivot) Landmark Building Mai	K-89565	3061	628.32		6,283.20	Invoice #43516: April 13
			NetChange= 628.32					**6,283.20 = Ending Balance =**	

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— Sample Monthly Report —

General Ledger (Cash)
5800 W. Glenn Dr. - (5800)
April 2013

Property	Date	Period	Description	Control	Refer	Debit	Credit	Balance	Remarks
7110-0000			Electricity					90,448.52	= Beginning Balance =
5800	04/09/13	04/13	(aps) APS	K-89772	3067	7,982.02		98,430.54	Acct #523853285: Apr 13
			NetChange= 7,982.02					98,430.54	= Ending Balance =
7120-0000			Gas					9,523.23	= Beginning Balance =
5800	04/15/13	04/13	(swgas) Southwest Gas Co	K-90328	3074	53.67		9,576.90	Acct # 421-1726356-024
			NetChange= 53.67					9,576.90	= Ending Balance =
7130-0000			Water & Sewer					12,403.96	= Beginning Balance =
5800	04/01/13	04/13	(cityutil) City Of Glendale	K-89371	3053	98.75		12,502.71	Acct #00259861-01: Mar 13
5800	04/01/13	04/13	(cityutil) City Of Glendale	K-89372	3054	160.51		12,663.22	Acct #00137372-00: Mar 13
5800	04/01/13	04/13	(cityutil) City Of Glendale	K-89373	3055	421.29		13,084.51	Acct #00137371-00: Mar 13
5800	04/22/13	04/13	(cityutil) City Of Glendale	K-90641	3081	484.26		13,568.77	Acct # 00137371-00
5800	04/22/13	04/13	(cityutil) City Of Glendale	K-90642	3082	302.98		13,871.75	Acct # 00137372-00
5800	04/22/13	04/13	(cityutil) City Of Glendale	K-90643	3083	113.00		13,984.75	Acct # 00259861-01
			NetChange= 1,580.79					13,984.75	= Ending Balance =
7140-0000			Telephone					1,733.92	= Beginning Balance =
5800	04/01/13	04/13	(cl) CenturyLink	K-89389	3056	52.61		1,786.53	Acct #623-939-1170 319B: 0
5800	04/01/13	04/13	(cl) CenturyLink	K-89390	3057	46.45		1,832.98	Acct #623-435-1462 020B: 0
5800	04/01/13	04/13	(cl) CenturyLink	K-89391	3058	47.01		1,879.99	Acct #623-930-6260 456B: 0
5800	04/01/13	04/13	(cl) CenturyLink	K-89392	3059	47.01		1,927.00	Acct #623-937-4221 560B: 0
5800	04/29/13	04/13	(cl) CenturyLink	K-90999	3092	46.42		1,973.42	Acct # 623-435-1462 020 B
5800	04/29/13	04/13	(cl) CenturyLink	K-91000	3093	46.98		2,020.40	Acct # 623-930-6260 456B
5800	04/29/13	04/13	(cl) CenturyLink	K-91001	3094	46.98		2,067.38	Acct # 623-937-4221 560B
5800	04/29/13	04/13	(cl) CenturyLink	K-91002	3095	52.58		2,119.96	Acct # 623-939-1170 319B
			NetChange= 386.04					2,119.96	= Ending Balance =
7420-0000			Office Supplies					189.21	= Beginning Balance =
5800	04/29/13	04/13	(mode) Mode Real Estate Ma	K-91059	3096	34.53		223.74	Mar 13
			NetChange= 34.53					223.74	= Ending Balance =
7430-0000			Postage & Delivery					238.17	= Beginning Balance =
5800	04/29/13	04/13	(mode) Mode Real Estate Ma	K-91059	3096	13.14		251.31	Mar 13
			NetChange= 13.14					251.31	= Ending Balance =
7433-0000			Mileage Reimbursement					674.26	= Beginning Balance =
5800	04/29/13	04/13	(mode) Mode Real Estate Ma	K-91059	3096	112.47		786.73	Mar 13
			NetChange= 112.47					786.73	= Ending Balance =
7510-0000			Tenant Retention					166.37	= Beginning Balance =
			NetChange= 0.00					166.37	= Ending Balance =
7520-0000			Education & Training					27.72	= Beginning Balance =
			NetChange= 0.00					27.72	= Ending Balance =
7600-0000			Management Fees					27,210.62	= Beginning Balance =
5800	04/03/13	04/13	(mode) Mode Real Estate Ma	K-89683	3065	2,000.00		29,210.62	Apr 2013
5800	04/03/13	04/13	(mode) Mode Real Estate Ma	K-89706	3066	1,000.00		30,210.62	Apr 2013 Retail only
			NetChange= 3,000.00					30,210.62	= Ending Balance =
7630-0000			Permits & Licenses					139.20	= Beginning Balance =
			NetChange= 0.00					139.20	= Ending Balance =
8052-0000			Commission					1,839.95	= Beginning Balance =
			NetChange= 0.00					1,839.95	= Ending Balance =
8610-0000			Tenant Improvements					4,176.67	= Beginning Balance =
			NetChange= 0.00					4,176.67	= Ending Balance =
8620-0000			Building Improvements					1,103.06	= Beginning Balance =
			NetChange= 0.00					1,103.06	= Ending Balance =
8625-0000			HVAC Replacement					5,582.00	= Beginning Balance =
			NetChange= 0.00					5,582.00	= Ending Balance =

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— Sample Monthly Report —

General Ledger (Cash)
5800 W. Glenn Dr. - (5800)
April 2013

Property	Date	Period	Description	Control	Refer	Debit	Credit	Balance	Remarks
						30,504.28	37,996.87		

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— *Sample Monthly Report* —

Aged Receivables Summary
5800 W. Glenn Dr. (5800)
As of Date: 04/15/2013

Code	Name	Unit	Amount Receivable	Not Due This Date	0-30 Days	30-60 Days	60-90 Days	Over 90 Days	Available Prepay
boa	Bank of America	100	556.90	0.00	119.99	0.00	0.00	436.91	0.00
visit	Glendale Visitor's Center	140	-229.35	0.00	-229.35	0.00	0.00	0.00	-229.35
essprop	Essential Properties, Inc.	225	0.00	0.00	0.00	0.00	0.00	0.00	0.00
arellano	Arellano Real Estate, LLC	250	639.36	0.00	639.36	0.00	0.00	0.00	0.00
jarnagin	Jarnagin & Jarnagin, Inc.	252	0.00	0.00	0.00	0.00	0.00	0.00	0.00
cofc	Glendale Chamber of Comm	260/275	0.00	0.00	0.00	0.00	0.00	0.00	0.00
bain	Bain & Lauritano, PLC	310	0.00	0.00	0.00	0.00	0.00	0.00	0.00
swa	SW General, Inc.	A-D&F-I	-955.29	0.00	-955.29	0.00	0.00	0.00	-955.29
cheftom	By Chef Tom, LLC	E	0.00	0.00	0.00	0.00	0.00	0.00	0.00
			11.62	0.00	-425.29	0.00	0.00	436.91	-1,184.64

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— Sample Monthly Report —

Receivable Summary by Account
5800 W. Glenn Dr. (5800)
Date Range: All dates
mm/yy Range: Apr 2014
Summary Type: Tenant/Account

Unit	Tenant	Name	Sqft Rent	Account Code	Description	Prior Balance	Current Charges	Receipt Amount	Balance
100	boa	Bank of America	7,220.00	2310-0000	Sales Tax Collecte	2.41	505.93	505.93	2.41
			14,680.67	4500-0000	Rental Income	149.16	14,379.83	14,379.84	149.15
				2210-0000	Prepaid Rent	-899.97	0.00	-0.02	-899.95
				4510-0000	Operating Expense	371.58	500.50	500.50	371.58
						-376.82	15,386.26	15,386.25	-376.81
140	visit	Glendale Visitor's	2,152.00	2310-0000	Sales Tax Collecte	10.39	10.39	20.78	0.00
			0.00	4510-0000	Operating Expense	76.23	305.58	381.81	0.00
						86.62	315.97	402.59	0.00
225	essprop	Essential Propertie	754.00	2310-0000	Sales Tax Collecte	0.00	30.98	30.98	0.00
			911.08	4500-0000	Rental Income	0.00	911.08	911.08	0.00
						0.00	942.06	942.06	0.00
250	arellano	Arellano Real Estat	418.00	2310-0000	Sales Tax Collecte	0.00	21.37	21.37	0.00
			627.00	4500-0000	Rental Income	0.00	627.00	627.00	0.00
				4510-0000	Operating Expense	0.00	1.33	1.33	0.00
						0.00	649.70	649.70	0.00
252	jarnagin	Jarnagin & Jarnagi	1,224.00	2310-0000	Sales Tax Collecte	0.00	38.15	38.15	0.00
			1,122.00	4500-0000	Rental Income	0.00	1,122.00	1,122.00	0.00
						0.00	1,160.15	1,160.15	0.00
260/275	cofc	Glendale Chamber	4,171.00	2310-0000	Sales Tax Collecte	0.00	106.36	106.36	0.00
			3,128.25	4500-0000	Rental Income	0.00	3,128.25	3,128.25	0.00
						0.00	3,234.61	3,234.61	0.00
310	bain	Bain & Lauritano, P	1,736.00	2310-0000	Sales Tax Collecte	-64.48	81.01	16.53	0.00
			2,314.66	4500-0000	Rental Income	-2,314.66	2,314.66	0.00	0.00
						-2,379.14	2,395.67	16.53	0.00
A-D&F-I	swa	SW General, Inc.	10,025.00	2310-0000	Sales Tax Collecte	2,085.71	791.44	1,031.15	1,846.00
			15,538.75	4500-0000	Rental Income	0.00	15,538.75	15,538.75	0.00
				4510-0000	Operating Expense	21,099.91	7,738.84	7,499.12	21,339.63
						23,185.62	24,069.03	24,069.02	23,185.63
E	cheftom	By Chef Tom, LLC	1,233.00	2310-0000	Sales Tax Collecte	-26.65	0.00	0.00	-26.65
			0.00	4500-0000	Rental Income	-719.25	0.00	0.00	-719.25
				4510-0000	Operating Expense	-305.75	0.00	0.00	-305.75
						-1,051.65	0.00	0.00	-1,051.65
		Prop Total - before				19,464.63	48,153.45	45,860.91	21,757.17
		Non-Tenant Receip						649.70	
								46,510.61	

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— Sample Monthly Report —

Budget Comparison Cash Flow (Cash)
5800 W. Glenn Dr. - (5800)
April 2013
$1,000 +/-

	MTD Actual	MTD Budget	$ Var.	% Var.	YTD Actual	YTD Budget	$ Var.	% Var.	Annual
INCOME									
RENT INCOME									
Rental Income	29,671.75	36,863.00	-7,191.25	-19.51	274,168.31	384,960.00	-110,771.69	-28.77	459,636.00
Operating Expense Recovery/CAM	7,947.34	9,500.00	-1,552.66	-16.34	91,722.92	95,000.00	-3,277.08	-3.45	114,000.00
Excise Tax	0.00	0.00	0.00	0	21,331.50	14,950.00	6,381.50	42.69	14,950.00
NET RENT INCOME	37,619.09	46,363.00	-8,743.91	-18.86	377,242.73	494,910.00	-117,667.27	-23.78	587,636.00
OTHER INCOME									
Interest on Bank Accounts	2.78	0.00	2.78	0	21.54	0.00	21.54	0	0.00
Late Fee	0.00	0.00	0.00	0	380.88	0.00	380.88	0	0.00
TOTAL OTHER INCOME	2.78	0.00	2.78	0	402.42	0.00	402.42	0	0.00
TOTAL INCOME	37,621.87	46,363.00	-8,741.13	-18.85	377,645.15	494,910.00	-117,264.85	-23.69	587,636.00

Income Variance: : Negative Variance Total Income ($8,741.13)
- Non-anticipated move-outs of Smith Construction ($6,430) & CTE ($1,593)
- Operating Expense Payments by Fire Admin ($2,067 goes directly to City but accounted for in Budget) = ($2,067 per month)

EXPENSES									
DIRECT EXPENSES									
Building Repair/Maintenance	1,828.32	750.00	-1,078.32	-143.7	16,629.92	7,500.00	-9,129.92	-121.7	9,000.00
Negative Variance ($1,078.32) due to: Unanticipated repairs thru-out, including installation of door closure hardware, cleaning out all storage rooms and storage of all Chemicals due to City inspection; FLS deficiencies, met with Benson for access thru-out for repairs, major light replacements thru-out; many repairs for B of A that will be back-charged to Tenant, toilets running/repairs; roof inspection found water float to cooling tower broken off. Attended Environmental Inspection and grease trap inspection, gave access to inspectors									
Supplies - Repair/Maintenance	168.75	170.00	1.25	0.74	5,167.30	1,700.00	-3,467.30	-203.9	2,040.00
HVAC - Contract	296.00	850.00	554.00	65.18	7,533.33	8,500.00	966.67	11.37	10,200.00
HVAC Repair/Maintenance	5,079.40	1,279.00	-3,800.40	-297.1	22,568.91	17,790.00	-5,078.91	-28.55	25,348.00
Negative Variance ($3,800.40) due to: Approved emergency HVAC controller replacement									
Electrical Repair/Maintenance	282.20	105.00	-177.20	-168.7	2,944.80	1,050.00	-1,794.80	-170.9	1,260.00
Plumbing Repair/Maintenance	182.08	500.00	317.92	63.58	3,278.85	5,250.00	1,971.15	37.55	6,250.00
Elevator - Contract	162.16	164.00	1.84	1.12	1,589.78	1,595.00	5.22	0.33	1,923.00
Elevator - Repair/Maintenance	0.00	0.00	0.00	0	0.00	100.00	100.00	100.00	145.00
Window/Door - Repair/Maint	0.00	0.00	0.00	0	136.00	0.00	-136.00	0	0.00
Roof Repair/Maintenance	0.00	0.00	0.00	0	108.00	600.00	492.00	82.00	900.00
Fire Protection	0.00	270.00	270.00	100.00	0.00	4,447.00	4,447.00	100.00	4,547.00
Lights-Bulbs/Ballasts	48.00	150.00	102.00	68.00	3,165.45	1,500.00	-3,665.45	-244.3	1,800.00
Locks & Keys	92.16	15.00	-77.16	-514.4	788.53	150.00	-638.53	-425.6	180.00
Signs & Directories	0.00	0.00	0.00	0	1,923.33	300.00	-1,623.33	-541.1	300.00
Trash Disposal	275.84	276.00	0.16	0.06	2,758.40	2,760.00	1.60	0.06	3,312.00
Landscaping - Contract	750.00	750.00	0.00	0.00	6,750.00	7,500.00	750.00	10.00	9,000.00
Landscaping - Extras	683.53	250.00	-433.53	-173.4	4,100.49	3,518.00	-582.49	-16.56	5,043.00
Pest Control	0.00	35.00	35.00	100.00	125.00	175.00	50.00	28.57	297.00
Fire/Life/Safety	1,429.74	0.00	-1,429.74	0	9,714.37	0.00	-9,714.37	0	0.00
Negative Variance ($1,429.74) due to: $1,379 annual Fire Inspection (timing)									
Janitorial	2,610.59	2,502.00	-108.59	-4.34	22,719.43	25,020.00	2,300.57	9.19	30,024.00
Janitorial - Other	-375.00	0.00	375.00	0	850.42	400.00	-250.42	-62.61	500.00
Janitorial Supplies	1,289.59	800.00	-489.59	-61.07	9,553.41	8,000.00	-1,553.41	-19.42	9,600.00
Window Cleaning	1,536.00	0.00	-1,536.00	0	1,536.00	1,695.00	159.00	9.38	1,748.00
Dayporter Service	628.32	680.00	51.68	7.60	6,283.20	6,800.00	516.80	7.60	8,160.00
Pressure Washing	0.00	0.00	0.00	0	0.00	510.00	510.00	100.00	510.00
TOTAL DIRECT EXPENSES	16,966.62	9,546.00	-7,420.62	-77.74	128,226.72	106,860.00	-22,366.72	-20.93	135,387.00
UTILITIES									
Electricity	7,982.02	8,150.00	167.98	2.06	98,430.54	109,065.00	10,634.46	9.75	128,865.00

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— Sample Monthly Report —

Budget Comparison Cash Flow (Cash)
5800 W. Glenn Dr. - (5800)
April 2013
$1,000 +/-

	MTD Actual	MTD Budget	$ Var.	% Var.	YTD Actual	YTD Budget	$ Var.	% Var.	Annual
Gas	55.87	60.00	6.33	10.55	8,576.90	2,054.00	-7,522.90	-366.2	2,194.00
Water & Sewer	1,580.79	500.00	-1,080.79	-216.1	16,964.75	15,030.00	1,045.25	6.95	18,430.00
Telephone	386.04	203.00	-183.04	-90.17	2,119.96	2,030.00	-89.96	-4.43	2,436.00
TOTAL UTILITIES	10,002.52	8,913.00	-1,089.52	-12.22	124,112.15	128,178.00	4,066.85	3.17	151,915.00
Negative Variance ($1,089.52) due to: Water/Sewer -$1,080.79 over budget									
GENERAL & ADMINISTRATIVE									
Office Supplies	34.53	18.00	-16.53	-91.83	223.74	180.00	-43.74	-24.30	216.00
Postage & Delivery	13.14	25.00	11.86	47.44	251.31	250.00	-1.31	-0.52	300.00
Mileage Reimbursement	112.47	90.00	-22.47	-24.97	786.73	900.00	113.27	12.59	1,080.00
Tenant Retention	0.00	0.00	0.00	0	166.37	200.00	33.63	16.82	200.00
Education & Training	0.00	0.00	0.00	0	27.72	0.00	-27.72	0	0.00
Management Fees	3,000.00	3,000.00	0.00	0.00	30,210.62	30,000.00	-210.62	-0.70	36,000.00
Permits & Licenses	0.00	0.00	0.00	0	139.20	90.00	-49.20	-54.67	90.00
TOTAL G & A EXPENSE	3,160.14	3,133.00	-27.14	-0.87	31,805.69	31,620.00	-185.69	-0.59	37,886.00
TOTAL OPERATING EXPENSES	30,129.26	21,592.00	-8,537.26	-39.54	285,144.56	268,659.00	-16,485.56	-6.93	325,199.00
NET OPERATING INCOME	7,492.59	24,771.00	-17,278.41	-69.75	92,500.59	228,251.00	-135,750.41	-59.47	262,448.00
NON-REIMBURSABLE EXPENSES									
Commission	0.00	0.00	0.00	0	1,639.95	0.00	-1,639.95	0	0.00
TOTAL NON-REIMBURSABLE	0.00	0.00	0.00	0	1,639.95	0.00	-1,639.95	0	0.00
MAJOR IMPROVEMENTS									
Tenant Improvements	0.00	0.00	0.00	0	4,176.67	0.00	-4,176.67	0	0.00
Building Improvements	0.00	0.00	0.00	0	1,103.06	0.00	-1,103.06	0	0.00
HVAC Replacement	0.00	0.00	0.00	0	5,582.00	0.00	-5,582.00	0	0.00
TOTAL MAJOR IMPROVEMEN	0.00	0.00	0.00	0	10,861.73	0.00	-10,861.73	0	0.00
NET INCOME	7,492.59	24,771.00	-17,278.41	-69.75	79,998.91	228,251.00	-148,252.09	-64.95	262,448.00
ADJUSTMENTS									
Prepaid Rent	-374.99	0.00	-374.99	0	791.99	0.00	791.99	0	0.00
Tenant Deposits	0.00	0.00	0.00	0	943.00	0.00	943.00	0	0.00
Sales Tax Collected & Payable	-201.79	0.00	-201.79	0	305.87	0.00	305.87	0	0.00
Owner Draw	-24,379.00	0.00	-24,379.00	0	-108,095.49	0.00	-108,095.49	0	0.00
TOTAL ADJUSTMENTS	-24,955.78	0.00	-24,955.78	0	-106,044.63	0.00	-106,044.63	0	0.00
CASH FLOW	-17,463.19	24,771.00	-42,234.19	-170.5	-26,045.72	228,251.00	-254,296.72	-111.41	262,448.00
Beginning Cash	43,897.47								
Ending Balance	26,434.28								

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RFP #15-06

1.4.3 SUBCONTRACTORS

Table of Contents

- Building Engineering Services
- Janitorial Service
- Fire & Safety
- HVAC & Water Treatment
- Landscaping
- Pest Control

— Current Subcontractors on Project —

Building Engineering Services:

Paragon Services, Inc.

Current Vendor:
Paragon Services provides comprehensive, sustainable building services, encompassing engineering and maintenance capabilities for a wide variety of commercial locations including 5800 West Glenn. Originally founded in San Diego in 1999, now operates in four different markets, and is dedicated to providing top quality services with personal attention at a fair price. Paragon has experience in building operations and systems and local 24/7 on-call coverage available, they are quick to respond to all of our urgent needs.
Key Staff:
Joseph A. Boni, LEED AP, FMA Principal
Daniel P. Porter Operations manager
Erik Davis, Utility Engineer
Lloyd Scates, RPA, Principal
Travis Stapley, Building Engineer
Adam Hoskins, Utility Engineer

PARAGON SERVICES LLC
2330 W Mission Lane suite 12
Phoenix AZ 85021
PH. 602-252-4585
FAX. 602-252-4605

Janitorial Service:

Pivot Janitorial

Current Vendor:
Pivot Building Services has been serving Arizona for over 17 years. Darron Provost, General Manager has been in the industry over 25 years in Arizona and all senior management combined they have over 94 years of experience as our preferred janitorial company.

Fire & Life Safety:

Benson Systems

Current Vendor:
Benson Systems employs approximately 100 people and has more than 70 vehicles in the fleet. Many employees have been with Benson company for well over for over 20 years. Benson Systems is proud be a family owned, privately held company. They have multiple divisions within Benson Systems including Security and Life Safety, Fire Sprinkler, HVAC, Plumbing, Electrical.
Other customers include Apollo Group (University of Phoenix,) Boeing, ASM America, CBRE, Banner Medical Centers and thousands of others.

— *Current Subcontractors on Project* —

HVAC & Water Treatment:
ME Commercial Services

Current Vendor:
MEC is 3 generations deep in the HVAC industry, a family owned company with over 60 years of combined experience working with commercial and industrial air or water cooled HVAC Equipment. They spent the last 18 years successfully servicing Arizona, California and Nevada. The outstanding service team is dedicated to ensuring the success of every service call. They are not driven by large profits, but rather focus on long standing client relationships and a higher degree of trust. They have 3 divisions of service:
ME Commercial Services www.meservs.com is a full service mechanical contractor handling service, retrofit and TI projects.
Advanced Chemical Solutions www.advchemsol.com to provide superior water treatment service.
ME-Controls www.me-controls.com to provide service and installation of building automation systems. EMS & HVAC controls.

Key personnel:
Roger & Sandy Benson owner of ME Commercial Services, Roger has a technical background as a journeyman technician since the 1960's. He has exerpience as a regional manager for a fortune 500, HVAC conglomerate from 87 to 95, where he then came to AZ. In 95 started a mechanical contracting company which grew to significant success until sold in 2008.
Eric Benson, owner of Advanced Chemical Services. After obtaining BS in Finance as Fresno State, came to AZ and started the water treatment division. Eric is also a journeyman HVAC technician. He eventually became the CFO of the above mentioned company.
Sean Benson, owner of ME-Controls. Joined Roger in building the company in 1996. Sean is a journeyman technician and has managed operations of company. His company is a certified Novar installer and has vast experience in project management.
They have 8 technicians, & 3 admin service staff.

Landscaping:
Piazza Landscaping

Current Vendor:
Piazza Commercial Landscape Services, Inc. is a full service landscape management company. Their business is taking care of customer's landscape environment, striving to provide high quality, reliable service in a cost efficient manner. They have been providing landscape management services since 1977 (37 years) and specialize in small, medium and large properties and utilize well-trained, professional personnel to provide services to clients such as the City of Glendale, services currently performed are:

- Landscape design
- Maintenance
- Tree trimming
- Stump grinding
- Fertilization
- 24 hour emergency service
- Installation
- Irrigation (repair and installation)
- Tree removal
- Weed control
- Olive tree spraying
- Disease/insect identification and treatment

— Current Subcontractors on Project —

Pest Control:
Heritage Pest Control

Current Vendor:
Heritage Pest & Termite Control, LLC was licensed by the Structural Pest Control Commission on July 5, 1976, and has been in continuous operation. Their QP's (Qualifying Party) and all technicians are EPA certified, (with a combined total of 187 years of experience), and, all attend continuing education classes each year. Heritage is a full-service company licensed to provide pest, termite, weeds, fumigation, turf & ornamental and wood destroying Inspections.

RFP #15-06

1.4.4 FEES

The fees are on "Price Sheet" on page 4 of this offer package pursuant to 2.3.2 of Preperation Instructions.

RFP #15-06

1.4.5 REFERENCES

Gael Pardi
Owner:
5225 N. Central Ave
Phoenix, AZ 85012

Contact Information:
Phone: 510-836-4029
Email: gaelnp@hotmail.com

Randy Levin
Owner 3 Buildings MODE manages:

Biltmore Highlands
2211 E. Highland
Phoenix, AZ 85016

2715 South Hardy Drive
Tempe, AZ 85282

23010 N. 17th Drive
Phoenix, AZ 85027

Contact Information:
Cell: 602-980-1157
Email: randylevin@mrlpartnersllc.com

Teresa Cooper
Owner:
7525 E. Broadway Road
Mesa, AZ 85208

Contact Information:
Cell: (602) 339-1860
Email: tmcooperaz@msn.com

— *Letter Of Recommendation* —

BRISTOL
GLOBAL MOBILITY

December 4th, 2012

Dear Patty, Joe, and Jon,

I am the executive administrative assistant/office manager here at Bristol Global Mobility at 2001 N 3rd Street . I am writing this letter to commend 3 of your employees. They are Leslie Wagner, Mike Eddy and Lance Wooten. Let me explain why.

Before working with Mode, at our previous location we leased a small 4,000 square foot office space. After 5 years we outgrew that. The owner of our company (Steven Todare) purchased a building (2001 N 3rd Street) for us to move into and had it completely gutted and renovated. This building also came with tenants. I was nervous at first, since I had managed our last office and the logistics but not to this extent. Steve assured me that there was no need to worry. He hired Mode and said they would take care of everything. Your team has gone above and beyond that.

Once the renovations and construction started, Leslie and Mike would come to the weekly meetings at the building with the contractors and us. They recommended things that we would have never known to bring up and saved us a lot of money in the process throughout the construction. For that we are extremely thankful.

Once we moved in on October 1st, once again Leslie and Mike were here the first week of the move to help me as much as they could. To say it was a hard week for me would be an understatement. Everyone was asking me a million questions, I was trying to unpack the whole office, and on top of that my normal day job had been severely neglected by that point. Just when I felt like I had failed, there was Leslie. She took me to the side and talked to me and asked if there was anything that she could do. I will never forget how nice she was and how much better I felt after she talked to me. Once Mike found out I was upset, he came and talked to me as well. I knew right away from day one that I could trust them and this partnership was going to be one of the easy parts of my job. That is exactly what they have done since then. Made my job easy.

I never have to follow-up with Leslie or ask if they received my phone calls or emails because I get immediate responses. That is a rare find these days and it just builds my confidence and trust in Mode that much more.

Connect versus Control | 2001 N 3rd Street, Suite 200, Phoenix, AZ 85004 | 445 Cardinal Lane, Suite 102, Green Bay, WI 54313
Phoenix: 602 952 0355 | Green Bay: 920 661 9300 | www.bristolglobal.com

— *Letter Of Recommendation* —

Last month, Lance was introduced to us as an engineer for this building. Once again, the kindness and professionalism was the same as Leslie and Mike. It says a lot when you meet three employees from a company and they have the same qualities and present themselves in the same manner. It shows that the company's leadership takes their reputation seriously and passes that on to the employees. Lance was extremely helpful and courteous. The items that he worked on individually or with Mike were done correctly and in some cases they made improvements to items while they were fixing issues once again saving us money in the process.

I know since we have started the relationship with Mode we have taken up more time than usual for the Lance, Leslie and Mike. I apologize if that was the case. They are so knowledgeable in each of their specialties and that helped me a great deal while I was finishing up with the construction company. This is invaluable to me and I don't know if this letter can even express how thankful I am.

Please pass on my compliments to all of them and thank you for the wonderful service you provide. I will also be sharing this letter with the owner of my company, so if he has any future properties that he purchases he will know he made the right decision with Mode.

Thanks for taking the time out of your day to read this. I am available any time if you would like additional information.

From all of us here at Bristol Global Mobility, have a wonderful holiday season.

Vanessa Almeida

Executive Administrative Assistant
Bristol Global Mobility
Telephone: 602-586-3810| Mobile: 203-368-8762
Email: valmeida@bristolglobal.com
2001 N 3rd Street, Suite 200, Phoenix AZ, 85004

— *Letter Of Recommendation* —

Patty Hartley
President
MODE Real Estate Management Services
4414 N. Civic Center Plaza, Suite 100
Scottsdale, AZ 85251

Dear Patty,

This letter has been written to document how pleased we are with the MODE services that you and your staff provide to us and the tenants at our building. Through MODE we have been able to get an individualized plan that fits the specific needs of our tenants as well as our financial goals for the building.

We are extremely happy to work with you, Astrid, Jake, Lauren, and Synde. Everyone is truly a team that has worked hard to get the maximum service to our building and its needs.

Over one year ago, we had tremendous financial concerns and came to MODE for your expertise and help. It has been Astrid that has help strategized from November, 2011 to the present to help us get through these tough financial times.

Through Astrid's diligent work and knowledge, we have developed budgets and looked for methods to be cost effective with bills and services while still maintaining a high level of customer service.

With her guidance, we have been able to complete major projects that we had put aside for many years. These projects included new roofing for both buildings, paving resurfacing for the parking lot, and other projects.

Astrid is always available by email or phone and has been committed to continue our goal of saving money for future TI's as well as make the building profitable for us.

Please extend to Astrid our continued thanks and recognition that she is extremely valued as a member of the MODE team and to us.

Most Sincerely,

Teresa Cooper

Broadway East Medical Center

— Letter Of Recommendation —

PARDI PROPERTIES

August 6, 2008

To Whom It May Concern:

I have been a happy client of Levrose/Mode for several years and I can truly say that th are one of a kind.

As a building owner of two office buildings in the Phoenix area, it is important to have someone who has your best interests in mind and I have always felt that way with Levrose/Mode.

They have been willing to listen to my ideas and are not hesitant to encourage different views and approaches, when needed.

I would highly recommend Levrose/Mode for any owner looking to have strong management while not feeling like they are lost in the shuffle.

Sincerely,

Gael Pardi
Pardi Properties
510-836-4029
gaelnp@hotmail.com

— In The News —

AMERICA'S FASTEST GROWING PRIVATE COMPANIES
Inc.
5000
Levrose Commercial Real Estate/
MODE Real Estate Managment Services
TOP 100
REAL ESTATE COMPANIES
TOP 100
ARIZONA COMPANIES
TOP 80
PHOENIX METRO COMPANIES

— In The News —

Levrose Commercial Real Estate/MODE Commercial Real Estate Management Named as one of INC. 5000 Fastest-Growing Companies

SCOTTSDALE, Arizona. (Sept. 19, 2013) – LevRose Commercial Real Estate/ MODE Commercial Real Estate Management has been named one of the fastest growing companies to the prestigious INC. 5000 list for the first time. This is a tremendous honor as LevRose/MODE joins an elite and exclusive list of companies that included Zappos, Microsoft, Jamba Juice, Under Armor and Otterbox. This is an impressive list and is an incredible distinction for LevRose/MODE.

"We are honored to be recognized as one of the fastest growing companies in America," said Jonathan Rosenberg, President of Levrose Commercial Real Estate. "Over the past few years, we have worked very hard to grow our company and connect more closely with our clients."

Jonathan Rosenberg and partner Robert Levine founded the company in 1992. Since its introduction 20 years ago, Levrose Real Estate has grown from a two-man operation to a 28 person team and has been a part of many significant sale and lease transactions in the Greater Phoenix area.

The team at Levrose/MODE is dedicated to finding the best available space, while negotiating the most cost-effective solutions for their clients. Levrose has built a strong reputation in assisting both small and large professional firms by creating outstanding long-term relationships with their clients.

This honor emphasizes the commitment to excellence not only in our brokers and staff, but also our dedication to our clients' and property owner's satisfaction when it comes to leasing, buying, selling and managing commercial property.

ABOUT LEVROSE COMMERCIAL REAL ESTATE
LevRose Commercial Real Estate & MODE Commercial Real Estate Managment is a market leader in commercial real estate services in the Greater Phoenix metro area. Since 1992, LevRose/MODE has been helping clients with every aspect of leasing, buying, selling and managing commercial properties. With some of the top professionals in the industry, LevRose takes a higher level of accountability for each client. Commercial Property management is handled through affiliate firm MODE Real Estate Management Services. MODE has a unique, professional approach to the management of office, retail and medical properties. To learn more about Levrose Real Estate, please visit www.levrose.com. For MODE, please visit www.modecommercial.com.

— In The News —

PROPERTY MANAGEMENT

DATA REFLECTS BUSINESS DONE IN ARIZONA AND IN A 12-MONTH PERIOD.

From left: Norm Scott, national director, USA; John Dahlin, managing director, Greater Phoenix. ©2014 DuaneDorling.com

1 COLLIERS INTERNATIONAL

last year 1

2390 E. Camelback Rd., #208
Phoenix, AZ 85016
602-222-5020 · colliers.com/greaterphoenix

Year Est: 1980 **Properties Managed:** 72
Principal(s): John Dahlin, Norm Scott

As our clients' business partner and expert advisor, our team connects specialists throughout our enterprise to build a management strategy that directly addresses the clients' needs. We deliver creative and innovative solutions that protect, enhance and optimize the value of the asset. While most firms just quantify asset value on a balance sheet, Colliers International takes a more holistic approach to real estate management. We measure the performance of an asset as a whole, considering the subtle drivers that enable us to manage property at a higher standard while maximizing asset value. By leveraging local market expertise, our clients benefit from a flexible and customized approach. We assemble a full-service team of professionals, led by an experienced account manager— a single point of contact — to focus on each client's specific short- and long-term goals for the property. Our local property managers have an average of more than 15 years of experience in commercial property management. Services include local accounting, maintenance services, facility management, project management and a 24-hour customer service center. Our client base includes institutional and private capital investors, and our managed portfolio includes a full spectrum of property types. Backed by our integrated real estate platform and sophisticated systems and technology, Colliers has proven itself as a trusted advisor and manager.

2 CBRE

last year 3

2415 E. Camelback Rd., Phoenix, AZ 85016
602-735-5555 · cbre.com/phoenix
Year Est: 1952 **Properties Managed:** 199
Principal(s): Craig Henig, Andi St. John (Phx.); Michael Stilb, Mona Deane (Tucson)
Specialties: Property mgt., leasing, tenant relations, tech. services

3 NEWMARK GRUBB KNIGHT FRANK

last year 7

2398 E. Camelback Rd., #950, Phoenix, AZ 85016
602-952-3800 · newmarkkf.com
Year Est: 1977 **Properties Managed:** 6
Principal(s): Eric Forshee
Specialties: Building operations, accounting, contract, facilities management and more

4 GPE MANAGEMENT SERVICES

last year 2

2777 E. Camelback Rd., #230, Phoenix, AZ 85016
480-994-8155 · gpe1.com
Year Est: 1973 **Properties Managed:** 66
Principal(s): Ronald V. Genovese, David M. Genovese
Specialties: GPE manages commercial property, including office, retail and industrial with special focus on healthcare properties

5 NAI HORIZON

last year 4

2944 N. 44th St., #200, Phoenix, AZ 85018
602-955-4000 · naihorizon.com
Year Est: 1989 **Properties Managed:** 42
Principal(s): Terry Martin-Denning, Thad Seligman
Specialties: Providing owners and investors full-service commercial property mgmt. services for office, industrial and retail properties

6 CUSHMAN & WAKEFIELD OF ARIZONA INC.

last year 5

2555 E. Camelback Rd., #300, Phoenix, AZ 85016
602-253-7900 · cushwake.com
Year Est: 1987 **Properties Managed:** 106 properties, 16MM SF
Principal(s): Cathy Teeter, Mark Stevens
Specialties: Property, project and facility management for office, industrial and retail properties

7 CCMC

last year --

8360 E. Via de Ventura, #L100, Scottsdale, AZ 85258
480-921-7500 · ccmcnet.com
Year Est: 1973 **Properties Managed:** 61 Associations in Arizona
Principal(s): Bart Park
Specialties: Community association management of master planned communities, pre-development consulting, lifestyle services

8 MODE REAL ESTATE MANAGEMENT SERVICES LLC

last year --

4414 N. Civic Center Plaza, #100, Scottsdale, AZ 85251
480-294-6001 · modecommercial.com
Year Est: 2008 **Properties Managed:** N/A
Principal(s): Patty Hartley
Specialties: TCN Worldwide Real Estate Network property/asset management group; member of IREM, BOMA, AZCREW

9 COMMERCIAL PROPERTIES INC.

last year 9

2523 W. University Dr., Tempe, AZ 85281
480-966-2301 · cpiaz.com
Year Est: 1981 **Properties Managed:** 130
Principal(s): L. Breinholt, T. Breinholt, S. Cannon, B. Ruddle
Specialties: Property & association mgmt. services, optional on-site mgmt., local accounting dept., court-appointed receivership services

10 TUCSON REALTY & TRUST CO. MANAGEMENT SERVICES, L.L.C.

last year 6

2525 E. Broadway Blvd., #111, Tucson, AZ 85716
520-327-0009 · trtmanagement.com
Year Est: 1911 **Properties Managed:** WND
Principal(s): George H. Ames, III, chairman, CEO; Marcy Kline, pres.
Specialties: Full-service management, single family, multi- family

To vote go to: www.azbigmedia.com

— In The News —

Front, from left: David M. Genovese, president; Ron V. Genovese, founder and designated broker; Nick Pebsio; Brooke Askew-Rossi; Kristina Konen. Back row: Bret Isbell; Julie Johnson, CCIM; Kathleen Morgan, CCIM; Trisha Talbot, CCIM.
©2014 DuaneDarling.com

BROKERAGE FIRMS: 24 BROKERS OR FEWER

DATA REFLECTS BUSINESS DONE IN ARIZONA AND IN A 12-MONTH PERIOD.

1 GPE COMMERCIAL ADVISORS

last year 2

2777 E. Camelback Rd., #230, Phoenix, AZ 85016
480-994-8155 · gpe1.com
Year Est: 1973 **Brokers:** 20
Principal(s): David Genovese, Ronald Genovese

GPE Commercial Advisors, LLC is pleased to have been placed by "Ranking Arizona" as No. 1 in our class. All of us at GPE take great pride in the commitment, professionalism and expert guidance we provide to each of our clients while emulating our core values. Their success is our success — a simple formula that is backed by our complete commitment and effort to provide the best representation, market knowledge and resources available. We are in our fifth decade of providing our clients with full service commercial real estate services, including leasing, sales, consulting, research and individual personal attention. Add that to our full service property management company, GPE Management Services, LLC, and we now represent nearly 10 million square feet of commercial space and have exceeded $2 billion in transactions. Now that we have once again achieved Ranking Arizona's top position and are recognized by CoStar as a top leasing company in Phoenix, we plan to work hard to keep the honors. Learn more about how the GPE Companies can help you achieve your goals at gpe1.com. We invite you to follow us on our social networks by visiting gpe1.com/twitter, gpe1.com/facebook and gpe1.com/linkedin.

2 TUCSON REALTY & TRUST CO.

last year 1

333 N. Wilmot Rd., #340, Tucson, AZ 85711
520-577-7000 · tucsonrealty.com
Year Est: 1911 **Brokers:** 9
Principal(s): Hank Amos
Specialties: Commercial sales/leasing for office, industrial, retail, land, investment; corporate services; consulting

3 ORION INVESTMENT REAL ESTATE

last year 3

7135 E. Camelback Rd., #202, Scottsdale, AZ 85251
480-634-6934 · orionprop.com
Year Est: 2009 **Brokers:** 13
Principal(s): Ari Spiro, Sean Stutsman
Specialties: Disposition and acquisition of commercial and multifamily properties throughout the Western U.S.

4 SPERRY VAN NESS

last year —

3200 E. Camelback Rd., #280, Phoenix, AZ 85018
480-425-5500 · svnpartners.com
Year Est: 1991 **Brokers:** 18
Principal(s): S. Tucker-Gasser, N. Sherman, P. Laufenberg, D. Lee
Specialties: Sales and leasing of income-producing real estate, including multifamily, retail, office, industrial and land sales

5 LEVROSE COMMERCIAL REAL ESTATE/TCN WORLDWIDE

last year —

4414 N. Civic Center Plaza, #100, Scottsdale, AZ 85251
480-947-0600 · levrose.com
Year Est: 1992 **Brokers:** 17
Principal(s): Jon Rosenberg, Robert Levine
Specialties: Full-service commercial firm handling leasing, sales and management of office, retail, medical and industrial buildings

6 NEWMARK GRUBB KNIGHT FRANK

last year —

2398 E. Camelback Rd., #950, Phoenix, AZ 85016
602-952-3800 · grubb-ellis.com
Year Est: 1958 **Brokers:** 20
Principal(s): Pete F. Bolton, EVP, managing director
Specialties: Transaction services, management services, real estate consulting, investment management

7 SRS REAL ESTATE PARTNERS

last year 4

3131 E. Camelback Rd., #110, Phoenix, AZ 85016
602-682-6000 · srsre.com
Year Est: 1986 **Brokers:** 13
Principal(s): Ed Bech
Specialties: Retail tenant representation, retail landlord representation and project leasing; retail investment, disposition services

8 CATALYST COMMERCIAL GROUP

last year —

5450 E. High St., #250, Phoenix, AZ 85054
480-371-3800 · catalystcg.net
Year Est: 2007 **Brokers:** 7
Principal(s): Mike Leonard, Chris Ray
Specialties: Retail and restaurant tenant/buyer representation

9 STRATEGIC RETAIL GROUP

last year —

15169 N. Scottsdale Rd., #330, Scottsdale, AZ 85254
602-778-3838 · srgaz.com
Year Est: 2006 **Brokers:** 11
Principal(s): Matt Milinovich, Jason Fessinger
Specialties: Commercial real estate brokerage specializing in retail shopping center leasing, tenant rep and investment sales

10 GDC/RE

last year —

2929 E. Camelback Rd., #133, Phoenix, AZ 85016
602-368-3555 · gdcre.com
Year Est: 2009 **Brokers:** 8
Principal(s): Tim Gunnink and Joe Doucett
Specialties: Outsourced real-estate services, portfolio analyses, market strategies, investment sales, tenant/landlord representation

— Certificate of Insurance —

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/15/2014

PRODUCER
STATE FARM FIRE AND CASUALITY COMPANY
BLOOMINGTON, ILLINOIS

THIS CERTIFICATE IS ISSUED AS MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
LEVROSE INVESTMENTS LLC &
LR PARTNERS LLC & MODE REAL ESTATE
MANAGEMENT SERVICE LLC
4414 N CIVIC CENTER PLZ STE 100
SCOTTSDALE, AZ 85251

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: State Farm Fire and Casualty Company 25143	25143
INSURER B: State Farm Mutual Auto Insurance Company 25178	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
	X	GENERAL LIABILITY	93-E9-9796-0	04/19/2013	04/19/2014	EACH OCCURRENCE	$ 1,000,000
		COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
		CLAIMS MADE [ ] OCCUR				MED EXP (Any one person)	$ 10,000
		X BUSINESS PROP				PERSONAL & ADV INJURY	$ 1,000,000
						GENERAL AGGREGATE	$ 2,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	$ 2,000,000
		[ ] POLICY [ ] PRO-JECT [ ] LOC					
X		AUTOMOBILE LIABILITY	4716015f2203 w010670a1003	12/22/13	12/22/14	COMBINED SINGLE LIMIT (Ea accident)	$
		ANY AUTO				BODILY INJURY (Per person)	$ 500,000
		ALL OWNED AUTOS				BODILY INJURY (Per accident)	$ 500,000
		SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	$ 100,000
		HIRED AUTOS					
		NON-OWNED AUTOS					
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
		ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
	X	EXCESS/UMBRELLA LIABILITY	93-GL-0927-9 F	04/19/14	04/19/15	EACH OCCURRENCE	$ 2,000,000
		[ ] OCCUR [ ] CLAIMS MADE				AGGREGATE	$
							$
		[ ] DEDUCTIBLE					$
		[ ] RETENTION $					$
X		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	93-EV-8290-7	04/09/2014	04/09/2015	WC STATU-TORY LIMITS / OTH-ER	1,000,000
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	$ 1,000,000
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
						E.L. DISEASE - POLICY LIMIT	$ 1,000,000
X		OTHER B-BUSN PROP 64900					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
CERTIFICATE HOLDER IS ADDITIONAL INSURED

CERTIFICATE HOLDER

CITY OF GLENDALE
PROPERTY MANAGER REAL ESTATE SERVICE
5850 W GLEN DR STE 315
GLENDALE, AZ 85301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
SCOTT KNUDTEN

ACORD 25 (2001/08)
132849 03-13-2007

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File #: 15-468, **Version:** 1

GENERAL PLAN AMENDMENT (GPA) GPA14-04 (RESOLUTION) AND REZONING (ZON) APPLICATION ZON14-06 (ORDINANCE): ORANGEWOOD RANCH - 7606 NORTH 83RD AVENUE (PUBLIC HEARING REQUIRED)
Staff Contact: Jon M. Froke, AICP, Planning Director

Purpose and Recommended Action

This is a request for City Council to conduct a public hearing, waive reading beyond the title, approve a resolution for GPA14-04, and adopt an ordinance for ZON14-06, subject to the stipulations as recommended by the Planning Commission.

David Cisiewski is requesting to amend the General Plan from Low Density Residential (0 -1 du/acre) to Medium Density Residential (2.5 - 3.5 du/acre) and rezone approximately 16.12 acres from A-1 (Agricultural) to R1-8 (Single Residence).

Background

The property is vacant and is located along the west side of 83rd Avenue and north of the Orangewood Avenue alignment just north of the midpoint between Glendale and Northern Avenues.

Analysis

Approval of this request would allow Orangewood Ranch to be developed into a 43-lot subdivision that would be a gated community with private streets. The proposed density is 2.67 DU/AC.

In reviewing the project request, staff recommended approval since the proposed General Plan Amendment is consistent with the policies and objectives of the General Plan and the proposed rezoning is compatible with other existing and planned developments in the area such as Rovey Farm Estates.

The development will increase the availability of housing options in the area and would be compatible in nature to other existing residential neighborhoods of Glendale.

Community Benefit/Public Involvement

Approval of these requests will allow the project to proceed through the process of preliminary plat approval (PP14-04). If approved as proposed, the project would add 43 single residence lots to Glendale and would represent an infill development project which Glendale promotes through the policies of the General Plan.

The cases were heard at the May 7, 2015 Planning Commission public hearing. During the meeting, one property owner spoke with concerns regarding sanitary sewer extension from Orangewood Ranch and

connecting with the existing public sewer line in nearby Rovey Farm Estates. The connection of the sewer lines necessitated the granting of an easement by the Rovey Farm Estates HOA. The concern was that an additional sewer connection would cause potential sewage back-up problems for existing homes.

Another property owner spoke in opposition of two story houses being constructed adjacent to single story houses abutting the south boundary line within Rovey Farm Estates. A collection of 1 and 2 story homes exist adjacent to the south boundary of Orangewood Ranch.

The Planning Commission unanimously recommended approval of General Plan Amendment (GPA14-04) and rezoning application (ZON14-06) with stipulations.

A neighborhood meeting was held by the applicant on April 23, 2015. There were 19 attendees with the greatest number of comments regarding the restriction of two-story houses on the perimeter lots of the proposed subdivision.

A Notice of Public Hearing for the City Council hearing was published in *The Glendale Star* on June 4. Notification postcards for the public hearing were mailed to adjacent property owners and interested parties on June 5, 2015. The property was posted by the applicant on April 21, 2015.

powered by Legistar™

RESOLUTION NO. 4996 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AMENDING THE GENERAL PLAN MAP OF THE CITY OF GLENDALE, ARIZONA, BY APPROVING GENERAL PLAN AMENDMENT GPA 14-04 FOR PROPERTY LOCATED AT 7606 NORTH 83RD AVENUE.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GLENDALE as follows:

SECTION 1. That the General Plan Map of the City of Glendale, Arizona, is hereby amended by approving General Plan Amendment GPA 14-04 amending the General Plan Land Use Map for approximately 16.12 acres from Low Density Residential (0 - 1 du/acre) to Medium Density Residential (2.5 – 3.5 du/acre) for property located at 7606 North 83rd Avenue.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this _____ day of _____, 2015.

_____
M A Y O R

ATTEST:

_____
City Clerk (SEAL)

APPROVED AS TO FORM:

_____
City Attorney

REVIEWED BY:

_____
Acting City Manager

r_plan_gpa14-04.doc

ORDINANCE NO. 2942 NEW SERIES

AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, REZONING APPROXIMATELY 16.12 ACRES ON LAND LOCATED ALONG THE WEST SIDE OF NORTH 83RD AVENUE AND NORTH OF THE WEST ORANGEWOOD AVENUE ALIGNMENT JUST NORTH OF THE MIDPOINT BETWEEN GLENDALE AND NORTHERN AVENUES FROM A-1 (AGRICULTURAL) TO R1-8 (SINGLE RESIDENCE); AMENDING THE ZONING MAP; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Glendale Planning Commission held a public hearing on May 7, 2015 in zoning case ZON14-06 in the manner prescribed by law for the purpose of rezoning property located along the west side of North 83rd Avenue and north of the West Orangewood Avenue alignment just north of the midpoint between Glendale and Northern Avenues from A-1 (Agricultural) to R1-8 (Single Residence);

WHEREAS, due and proper notice of such Public Hearing was given in the time, form, substance and manner provided by law including publication of such notice in *The Glendale Star* on April 16, 2015; and

WHEREAS, the City of Glendale Planning Commission has recommended to the Mayor and the Council the zoning of property as aforesaid and the Mayor and the Council desire to accept such recommendation and rezone the property described on Exhibit A as aforesaid.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF GLENDALE as follows:

SECTION 1. That land in Glendale, Maricopa County, Arizona located along the west side of North 83rd Avenue and north of the West Orangewood Avenue alignment just north of the midpoint between Glendale and Northern Avenues from A-1 (Agricultural) to R1-8 (Single Residence).

SECTION 2. That the rezoning herein provided for be conditioned and subject to the following:

1. Development shall be in substantial conformance with the development plan outlined in the General Plan Amendment and Rezone booklet, date stamped April 28, 2015 as it relates to the proposed subdivision into 43 single residence lots.

2. The predominant landscape theme shall be xeriscaping and the use of low water and/or drought resistant plantings when this site is developed. At the time of platting, specific maximum percentages of natural grass areas will be identified.

SECTION 3. Amendment of Zoning Map. The City of Glendale Zoning Map is herewith amended to reflect the change in districts referred to and the property described in Section 1 above.

SECTION 4. Effective Date. This Ordinance shall become effective at the time and in the manner prescribed by law.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this _____ day of _____, 2015.

_____
M A Y O R

ATTEST:

_____
City Clerk (SEAL)

APPROVED AS TO FORM:

_____
City Attorney

REVIEWED BY:

_____
Acting City Manager
o_planning_zon14-06.doc

EXHIBIT "A"

Parcel 1:

The West 422 feet of the South half of the Southeast quarter of the Northeast quarter of Section 3, Township 2 North, Range 1 East of the Gila and Salt River Base and Meridian, Maricopa County Arizona;

EXCEPT the North 13 acres thereof, as described in Docket 383, page 85, records of Maricopa County, Arizona.

Parcel 2:

The South half of the Southeast quarter of the Northeast quarter of Section 3, Township 2 North, Range 1 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

EXCEPT the North 13 acres thereof, as described in Docket 383, page 85, records of Maricopa County, Arizona;

EXCEPT the West 422 feet and

EXCEPT the East 476.20 feet thereof.

Parcel 3:

The South half of the Southeast quarter of the Northeast quarter of Section 3, Township 2 North, Range 1 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

EXCEPT the North 13 acres thereof, as described in Docket 383, page 85, records of Maricopa County, Arizona;

EXCEPT that part of the South half of the Southeast quarter of the Northeast quarter of Section 3, Township 2 North, Range 1 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows;

Beginning at the East quarter corner of said Section 3;

Thence North 147.41 feet;

Thence West 476.20 feet;

Thence South 147.80 feet;

Thence East 476.20 feet to the TRUE POINT OF BEGINNING; AND

EXCEPT the West 844 feet thereof; AND

EXCEPT the East 33 feet thereof.

Parcel 4:

Part of the South half of the Southeast quarter of the Northeast quarter of Section 3, Township 2 North, Range 1 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows:

COMMENCING at the East quarter corner of Section 3, Township 2 North, Range 1 East;

THENCE along the East line of said Section 3, North 00 degrees, 00 minutes, 12 seconds West, a distance of 222.48 feet to THE POINT OF BEGINNING of this description;

THENCE along the South line of the North 13 acres of the South half of the Southeast quarter of the Northeast quarter of said Section 3, South 89 degrees, 43 minutes, 21 seconds West, a distance of 614.15 feet;

THENCE leaving said South line, North 00 degrees, 00 minutes, 12 seconds West a distance of 156.04 feet;

THENCE North 89 degrees, 43 minutes, 21 seconds East, a distance of 614.15 feet to the East line of said Section 3;

THENCE along said East line, South 00 degrees, 00 minutes, 12 seconds East a distance of 156.04 feet to the POINT OF BEGINNING of this description;

EXCEPT the East 33 feet thereof.

Parcel 5:

Part of the South half of the Southeast quarter of the Northeast quarter of Section 3, Township 2 North, Range 1 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows:

COMMENCING at the East quarter corner of Section 3, Township 2 North, Range 1 East;

THENCE along the East line of said Section 3, North 00 degrees, 00 minutes, 12 seconds West a distance of 378.52 feet to the POINT OF BEGINNING of this description;

THENCE leaving said line South 89 degrees, 43 minutes 21 seconds West, a distance of 614.15 feet;

THENCE South 00 degrees, 00 minutes, 12 seconds East, a distance of 156.04 feet to the South line of the North 13 acres of the South half of the Southeast quarter of the Northeast quarter of said Section 3;

THENCE along said South line, South 89 degrees, 43 minutes, 21 seconds West, a distance of 696.00 feet to the West line of the Southeast quarter of the Northeast quarter of said Section 3;

THENCE along said West line, North 00 degrees, 20 minutes 33 seconds East a distance of 366.06 feet;

THENCE North 89 degrees 43 minutes 21 seconds East a distance of 1307.94 feet to the Easterly line of said Section 3;

THENCE along said East line, South 00 degrees, 00 minutes 12 seconds East a distance of 210.00 feet to the POINT OF BEGINNING of this description;

EXCEPT the East 33 feet thereof; AND

EXCEPT any portion thereof lying within the North 2 acres of the South half of the Southeast quarter of the Northeast quarter of Section 3, Township 2 North, Range 1 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

"AND ALSO BEING THE SAME PROPERTY ALSO DESCRIBED AS FOLLOWS (includes parcels 1-5)"

A portion of the South Half of the Southeast Quarter of the Northeast Quarter of Section 3, Township 2 North, Range 1 East of The Gila And Salt River Base and Meridian, Maricopa County, Arizona more particularly described as follows;

Commencing at the East quarter corner of said Section 3; Thence North 00 degrees 00 minutes 12 seconds West a distance of 147.41 feet to the Point of Beginning;

Thence South 89 degrees 50 minutes 35 seconds West a distance of 476.20 feet to the West line of the East 476.20 feet of said South Half of the Southeast Quarter of the Northeast Quarter of Section 3;

Thence along said West line, South 00 degrees 00 minutes 12 seconds East a distance of 147.80 feet to the South line of said South half of the Southeast quarter of the Northeast quarter of Section 3, said point also being on the North line of "Rovey Farms Estates" as recorded in Book 611 of Maps, Page 3, records of Maricopa County, Arizona;

Thence along said South line, South 89 degrees 47 minutes 47 seconds West a distance of 835.38 feet to West line of said South half of the Southeast quarter of the Northeast quarter of Section 3, said point also being on the East line of said "Rovey Farms Estates";

Thence along said West line, North 00 degrees 20 minutes 19 seconds East a distance of 590.09 feet to a point on the South line of the North 2.00 acres of said South half of the Southeast quarter of the Northeast quarter of Section 3;

Thence along said South line, North 89 degrees 51 minutes 17 seconds East a distance of 1308.01 feet to a point on the East line of said South half of the Southeast quarter of the Northeast quarter of Section 3;

Thence along said East line, South 00 degrees 00 minutes 12 seconds East a distance of 441.33 feet to the Point of Beginning;

Except the East 40.00 feet thereof.

ALTA/ACSM LAND TITLE SURVEY

A PORTION OF THE SE 1/4, NE 1/4, A SECTION 3, T. 2 N., R. 1 E. OF THE GILA & SALT RIVER BASE & MERIDIAN, MARICOPA COUNTY, ARIZONA

LEGAL DESCRIPTION

PARCEL 1:

THE WEST 422 FEET OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 3, TOWNSHIP 2 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA;
EXCEPT THE NORTH 13 ACRES THEREOF, AS DESCRIBED IN BOOKLET 363, PAGE 60, RECORDS OF MARICOPA COUNTY, ARIZONA.

PARCEL 2:

THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 3, TOWNSHIP 2 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA;
EXCEPT THE NORTH 13 ACRES THEREOF, AS DESCRIBED IN DOCKET 363, PAGE 65, RECORDS OF MARICOPA COUNTY, ARIZONA;
EXCEPT THE WEST 422 FEET AND
EXCEPT THE EAST 478.20 FEET THEREOF.

PARCEL 3:

THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 3, TOWNSHIP 2 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA;
EXCEPT THE NORTH 13 ACRES THEREOF, AS DESCRIBED IN DOCKET 363, PAGE 65, RECORDS OF MARICOPA COUNTY, ARIZONA;
EXCEPT THAT PART OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 3, TOWNSHIP 2 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:
BEGINNING AT THE EAST QUARTER CORNER OF SAID SECTION 3;
THENCE NORTH 147.41 FEET;
THENCE WEST 470.20 FEET;
THENCE SOUTH 147.50 FEET;
THENCE EAST 470.20 FEET TO THE TRUE POINT OF BEGINNING; AND
EXCEPT THE WEST 644 FEET THEREOF; AND
EXCEPT THE EAST 33 FEET THEREOF.

PARCEL 4:

PART OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 3, TOWNSHIP 2 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:
COMMENCING AT THE EAST QUARTER CORNER OF SECTION 3, TOWNSHIP 2 NORTH, RANGE 1 EAST;
THENCE ALONG THE EAST LINE OF SAID SECTION 3, NORTH 00 DEGREES 00 MINUTES 12 SECONDS WEST, A DISTANCE OF 222.48 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION;
THENCE ALONG THE SOUTH LINE OF THE NORTH 13 ACRES OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 3, SOUTH 89 DEGREES 43 MINUTES 21 SECONDS WEST A DISTANCE OF 614.15 FEET;
THENCE LEAVING SAID SOUTH LINE, NORTH 00 DEGREES 00 MINUTES 12 SECONDS WEST A DISTANCE OF 156.04 FEET;
THENCE NORTH 89 DEGREES 43 MINUTES 21 SECONDS EAST, A DISTANCE OF 614.15 TO THE EAST LINE OF SAID SECTION 3;
THENCE ALONG SAID EAST LINE, SOUTH 00 DEGREES 00 MINUTES 12 SECONDS EAST A DISTANCE OF 156.04 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION;
EXCEPT THE EAST 33 FEET THEREOF.

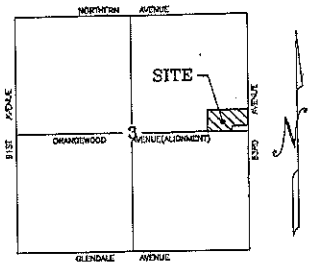
PARCEL 5:

PART OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 3, TOWNSHIP 2 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:
COMMENCING AT THE EAST QUARTER CORNER OF SECTION 3, TOWNSHIP 2 NORTH, RANGE 1 EAST;
THENCE ALONG THE EAST LINE OF SAID SECTION 3, NORTH 00 DEGREES 00 MINUTES 12 SECONDS WEST, A DISTANCE OF 378.52 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION;
THENCE LEAVING SAID LINE SOUTH 89 DEGREES 43 MINUTES 21 SECONDS WEST A DISTANCE OF 814.15 FEET;
THENCE SOUTH 00 DEGREES 00 MINUTES 12 SECONDS WEST A DISTANCE OF 156.04 FEET TO THE SOUTH LINE OF THE NORTH 13 ACRES OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 3;
THENCE ALONG SAID SOUTH LINE, SOUTH 89 DEGREES 43 MINUTES 21 SECONDS WEST, A DISTANCE OF 696.00 FEET TO THE WEST LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 3;
THENCE ALONG SAID WEST LINE, NORTH 00 DEGREES 20 MINUTES 33 SECONDS EAST A DISTANCE OF 398.06 FEET;
THENCE ALONG SAID WEST LINE, NORTH 00 DEGREES 20 MINUTES 33 SECONDS EAST A DISTANCE OF 1307.94 FEET TO THE EASTERLY LINE OF SAID SECTION 3;
THENCE, NORTH 89 DEGREES 43 MINUTES 21 SECONDS EAST A DISTANCE OF 210.00 FEET TO THE
THENCE ALONG SAID EAST LINE, SOUTH 00 DEGREES 00 MINUTES 12 SECONDS EAST A DISTANCE OF 210.00 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION;
EXCEPT THE EAST 33 FEET THEREOF; AND
EXCEPT ANY PORTION THEREOF LYING WITHIN THE NORTH 2 ACRES OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 3, TOWNSHIP 2 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA;

AND BEING THE SAME PROPERTY ALSO DESCRIBED AS:

A PORTION OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 3, TOWNSHIP 2 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 3;
THENCE NORTH 00 DEGREES 00 MINUTES 12 SECONDS WEST A DISTANCE OF 147.41 FEET TO THE POINT OF BEGINNING;
THENCE NORTH 00 DEGREES 00 MINUTES 12 SECONDS WEST A DISTANCE OF 476.20 FEET TO THE WEST LINE OF THE EAST 478.20 FEET OF SAID SOUTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 3;
THENCE SOUTH 89 DEGREES 50 MINUTES 33 SECONDS WEST A DISTANCE OF 478.20 FEET TO THE WEST LINE OF SAID SOUTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 3;
THENCE ALONG SAID WEST LINE, SOUTH 00 DEGREES 00 MINUTES 12 SECONDS EAST A DISTANCE OF 147.50 FEET TO THE SOUTH LINE OF SAID SOUTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 3, SAID POINT ALSO BEING ON THE NORTH LINE OF "ROWLY FARMS ESTATES" AS RECORDED IN BOOK 611 OF MAPS, PAGE 3, RECORDS OF MARICOPA COUNTY, ARIZONA;
THENCE ALONG SAID SOUTH LINE, SOUTH 89 DEGREES 47 MINUTES 47 SECONDS WEST A DISTANCE OF 825.38 FEET TO WEST LINE OF SAID SOUTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 3, SAID POINT ALSO BEING ON THE EAST LINE OF SAID "ROWLY FARMS ESTATES";
THENCE ALONG SAID WEST LINE, NORTH 00 DEGREES 20 MINUTES 10 SECONDS EAST A DISTANCE OF 290.09 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 2.00 ACRES OF SAID SOUTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 3;
THENCE ALONG SAID SOUTH LINE, NORTH 89 DEGREES 51 MINUTES 17 SECONDS EAST A DISTANCE OF 1308.01 FEET TO A POINT ON THE EAST LINE OF SAID SOUTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 3;
THENCE ALONG SAID EAST LINE, SOUTH 00 DEGREES 00 MINUTES 12 SECONDS EAST A DISTANCE OF 441.33 FEET TO THE POINT OF BEGINNING;
EXCEPT THE EAST 40.00 FEET THEREOF.



SEC 3, T 2 N, R 1 E

VICINITY MAP

N.T.S.

SCHEDULE "B" EXCEPTIONS

6. PLAT PURPORTED TO SHOW A COUNTY ROAD BOOK 2., PAGE 14 OF ROAD MAPS, M.C.R. (PLOTTED)
7. PLAT PURPORTED TO SHOW A COUNTY ROAD BOOK 14., PAGE 3 OF ROAD MAPS, M.C.R. (PLOTTED)
8. PLAT PURPORTED TO SHOW A COUNTY ROAD BOOK 30., PAGE 26 OF ROAD MAPS, M.C.R. (PLOTTED)
9. EASEMENT FOR ROAD OR HIGHWAY DOCKET 3572, PAGE 230, M.C.R. (PLOTTED)
10. EASEMENT FOR ROAD OR HIGHWAY DOCKET 3572, PAGE 235, M.C.R. (PLOTTED)
11. RESOLUTION PURPORTING TO ESTABLISH A COUNTY ROADWAY DOCKET 3640, PAGE 558, M.C.R. (PLOTTED)
12. RESOLUTION PURPORTING TO ESTABLISH A COUNTY ROADWAY DOCKET 9807, PAGE 824, M.C.R. (PLOTTED)
13. RESOLUTION PURPORTING TO ESTABLISH A COUNTY ROADWAY DOCUMENT NO. 86-017144, M.C.R. (PLOTTED)
14. GLENDALE PUBLIC AIRPORT DISCLOSURE MAP DOCUMENT NO. 2002-0107367, M.C.R. (AFFECTS PROPERTY-NOT PLOTTED)
15. MINOR LAND DIVISION BOOK 913 OF MAPS, PAGE 2, M.C.R. (PLOTTED)

NOTES

1) THIS SURVEY WAS PERFORMED BASED ON INFORMATION CONTAINED IN A 2ND AMENDED TITLE REPORT PREPARED BY CLEAR TITLE AGENCY OF ARIZONA, ORDER NO. 10-612234, 3rd AMENDED, DATED JUNE 10, 2014.
2) THE BASIS OF BEARING IS THE EAST LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 3, T2N, R1E OF THE G.&S.R.B.&M., USING A BEARING OF N 00°00'12" W (ASSUMED)
3) NET AREA IS 664,401 SQ. FT. OR 15.7119 ACRES.
4) UNDERGROUND UTILITIES SHOWN ARE FROM OBSERVED EVIDENCE ONLY.
5) SUBJECT PROPERTY IS ZONED A-1 (AGRICULTURAL DISTRICT). SETBACK, HEIGHT AND BULK RESTRICTIONS ARE NOT CLEARLY DEFINED AND MAY APPLY.
6) ACCORDING TO FIRM FLOOD INSURANCE RATE MAP NO. 04013C1715L DATED OCTOBER 16, 2013, THE SUBJECT PROPERTY IS LOCATED IN ZONE X, ZONE X IS DESCRIBED AS "AREAS OF 500-YEAR FLOOD; AREAS OF 100-YEAR FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 100-YEAR FLOOD."
7) THERE IS NO OBSERVABLE EVIDENCE OF EARTH MOVING, CURRENT OR RECENT CONSTRUCTION, NOR ANY EVIDENCE SITE HAS OR IS BEING USED AS A SOLID WASTE DUMP, SUMP OR SANITARY LANDFILL.

LEGEND

(7)	SCHEDULE "B" ITEM
	INDICATES A CORNER OF SURVEY, SET A 1/2" REBAR & CAP, R.L.S. # 36070 UNLESS NOTED OTHERWISE
WM	WATER METER
I.S.	IRRIGATION STRUCTURE
I.V.	IRRIGATION VALVE
T.J.B.	TELEPHONE JUNCTION BOX
P.P.	POWER POLE
GDHH	GRASS CAP IN HANDHOLE
(M)	MEASURED
(C)	CALCULATED
APN	ASSESSORS PARCEL NUMBER
M.C.R.	MARICOPA COUNTY RECORDER
	SIGN
	ASPHALT PAVEMENT

CERTIFICATION

TO : NORTHWEST HOLDINGS, LLC, AN ARIZONA LIMITED LIABILITY COMPANY
CLEAR TITLE AGENCY OF ARIZONA
FIRST AMERICAN TITLE

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH 2011 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/ACSM LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 11(b), 16, 17, 20(a) AND 21(b) OF TABLE A THEREOF.
THE FIELD WORK WAS COMPLETED ON MAY 14, 2014.

ROBERT J. BLAKE
REGISTERED LAND SURVEYOR NO. 36070
DATE OF PLAT OR MAP: APRIL 10, 2014

ALTA-ACSM.DWG

Clouse Engineering, Inc.
ENGINEERS * SURVEYORS
1142 E. Orangewood Ave. Phoenix, Arizona 85020
tel 602-264-6300 Fax 602-264-6310

ALTA/ACSM LAND TITLE SURVEY
A PART OF SE 1/4, NE 1/4, SECTION 3
83RD AVENUE & ORANGEWOOD AVENUE
GLENDALE ARIZONA

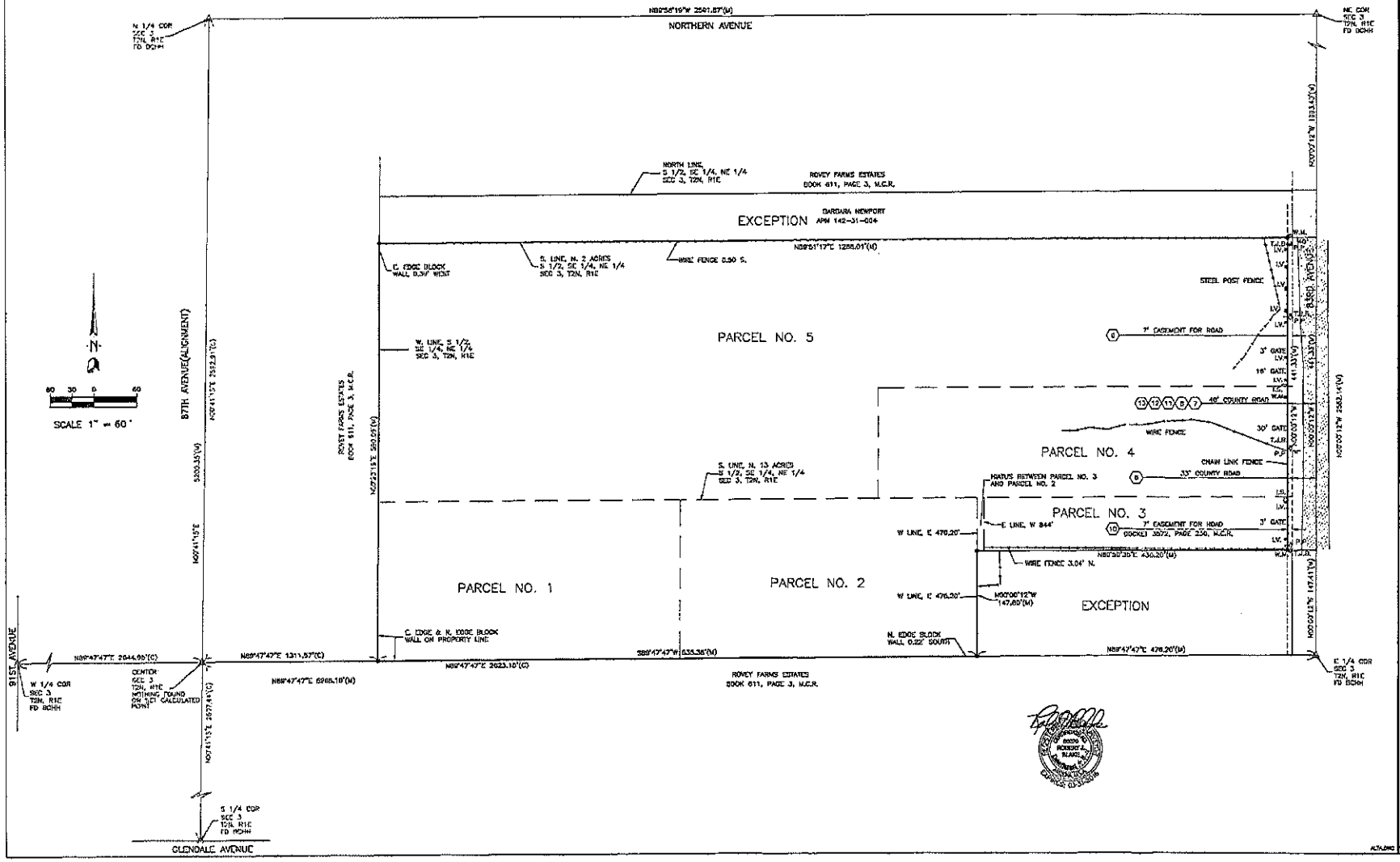
Revised
06-03-14
06-13-14

Date
05-15-14
As-Built

Job No.
140503

ALTA/ACSM LAND TITLE SURVEY

A PORTION OF THE SE 1/4, NE 1/4, A SECTION 3, T. 2 N., R. 1 E.
OF THE GILA & SALT RIVER BASE & MERIDIAN, MARICOPA COUNTY, ARIZONA



Clouse Engineering, Inc.
ENGINEERS • SURVEYORS
1912 E. Stephanie Dr., Phoenix, Arizona 85020
Tel 602-395-8500 Fax 602-395-8501

ALTA/ACSM LAND TITLE SURVEY
A PART OF SE 1/4, NE 1/4, SECTION 3
83RD AVENUE & ORANGEWOOD AVENUE
ARIZONA

Revised
06-03-14
06-13-14

Date
05-13-14
As-Built

Job No.
140503

2 of 2

ALTA/ACSM

ORANGEWOOD RANCH

PROJECT NARRATIVE

Minor General Plan Amendment and
Rezoning to R1-8 Zoning District

7536 North 83rd Avenue
Glendale, Arizona

GPA Case #: GPA 14-04
Rezoning Case #: ZON 14-06

Dated: March 25, 2015

Prepared by:
Law Office of David Cisiewski, PLLC
11811 North Tatum Blvd.
Suite 1051
Phoenix, AZ 85028
(602) 953-8729

Prepared for:
Southwest Next NWC Indian School and Falcon, LLC
11811 North Tatum Blvd.
Suite 1051
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(602) 739-5114

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ATTACHMENTS

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2 Aerial Photograph of the Property

3 Existing Topography

4 Site Plan

5 2025 General Plan Land Use Map and Zoning Atlas

6 Grading & Drainage Plans

7 Landscape Plans

8 Water & Sewer Plans

Development Team:

Owner:

Southwest Next NWC Indian School and Falcon, LLC
11811 North Tatum Blvd.
Suite 1051
Phoenix, AZ 85028

Zoning & Planning:

Law Office of David Cisiewski, PLLC
11811 North Tatum
Suite 1051
Phoenix, AZ 85028

Engineering:

Clouse Engineering, Inc.
1642 East Orangewood Avenue
Phoenix, Arizona 85020

Landscape Architect:

The McGough Group
11110 North Tatum Blvd.
Suite 100
Phoenix, Arizona 85028

Project Narrative of a Minor General Plan Amendment and Rezoning to R1-8 Zoning District

1.0 Purpose

1.1 Property. The real property which is the subject of these applications is located in Section 3, Township 2 North, Range 1 East of the Gila & Salt River Base & Meridian, Maricopa County, Arizona. The project consists of approximately 16.12 gross acres bounded by 83rd Avenue on the east and Rovey Farms Estates to the south, west and north, all as shown on the map included as Attachment "1" ("Property").

1.2 Planning & Development History. The property is currently vacant, undeveloped and has recently been used for grazing activities. The property is presently zoned A-1 (Agricultural) in the City of Glendale, Arizona.

1.3 Purpose of Zoning Requests. So as to accommodate the unique development challenges of the Property and develop the land for single family detached dwellings, the Applicant is requesting a Minor General Plan Amendment to amend the General Plan designation from "LDR" (Low Density Residential 1-2.5 du/ac) to "MDR" (Medium Density Residential 2.5-3.5 du/ac) and rezone of the Property from A-1 (Agricultural) to R1-8 (Single Residence). The applications for these entitlements are intended to accomplish the following:

Minor General Plan Amendment – Will modify the current General Plan Land Use designation of the Property from LDR (Low Density Residential 1-2.5 du/ac) to MDR (Medium Density Residential 2.5-3.5 du/ac) to allow for the development of 43 single family lots on the 16.12 gross acre tract.

Rezoning to R1-8 – Will rezone the Property from its current A-1 (Agricultural) zoning designation to an R1-8 (Single Residence) zoning designation to accommodate the proposed 43 lot plan of development, with an average lot size of 80' x 123' for a residential density of 2.67 du/ac.

For purposes of this Narrative, the term "Zoning Amendments" will be used to refer to the above referenced Minor General Plan Amendment and Rezoning collectively.

The proposed Zoning Amendments are intended to facilitate the Property being developed in response to current market conditions and provide for a residential plan of development that is compatible with the existing single family residential developments to south, north, and west.

2.0 Site Conditions

2.1 Existing Conditions. As shown on the aerial photograph attached hereto as Attachment "2", the Property consists of vacant, undeveloped pasture land, with is covered with scrub brush and trees. The Property is not located within a floodplain and will not be required to convey any offsite hydrologic flows through or past the site boundaries, as no offsite flows currently exist. An illustration of the site's current topographic conditions, as well as the legal description and boundary survey are provided in Attachment "3".

The only roadway immediately adjacent to the Property is 83rd Avenue, located abutting the east boundary line of the Property, which roadway is paved, but not fully developed along is common boundary with the Property. Additional improvements to 83rd Avenue will be made as part of and concurrent with the development of the Property.

2.2 Existing General Plan Designation. The existing General Plan designation for the Property is LDR (Low Density Residential 1-2.5 du/ac).

2.3 Existing Zoning. The existing zoning for the Property is A-1 (Agricultural).

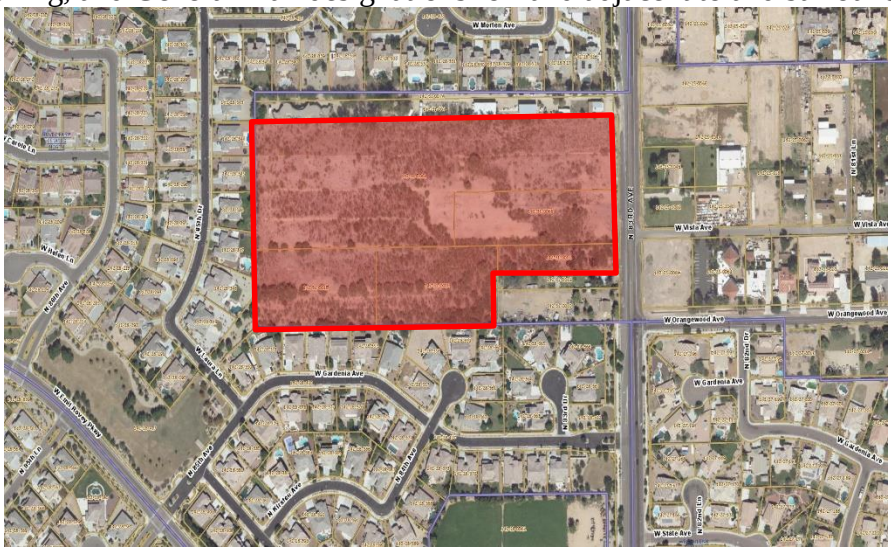
2.4 Flood Designation This site is classified entirely as a Flood Zone X (City of Glendale, Maricopa County Arizona), Flood Insurance Rate Map (FIRM) panel number 04013C1715L, dated October 16, 2013. Flood Zone X is described as areas of 500 year flood; areas of 100 year flood with average depths of less than 1 foot or drainage areas less than 1 square mile and areas protected by levees from 100 year floods.

2.5 Location. Orangewood Ranch is located in close proximity to major thoroughfares which support the long-term sustainability of this development. The availability of essential utilities in the area has also added to the feasibility of developing the Property for single family residential uses. Proximity to the Westgate area, downtown Glendale and the build-out of numerous other existing residential developments nearby are all additional indicators of the need and opportunity to provide a new residential community which meets the needs of Glendale residents.

2.6 Accessibility. Orangewood Ranch is situated approximately ½ mile between the major arterial roadways of Glendale Avenue and Northern Avenue and immediately adjacent to 83rd Avenue, all of which traverse the City and provide exception vehicular access to and from the Property.

3.0 Relationship to Surrounding Properties

3.1 Surrounding Conditions. The following is a visual depiction and description of the land use, zoning, and General Plan designations for land adjacent to and surrounding Property:



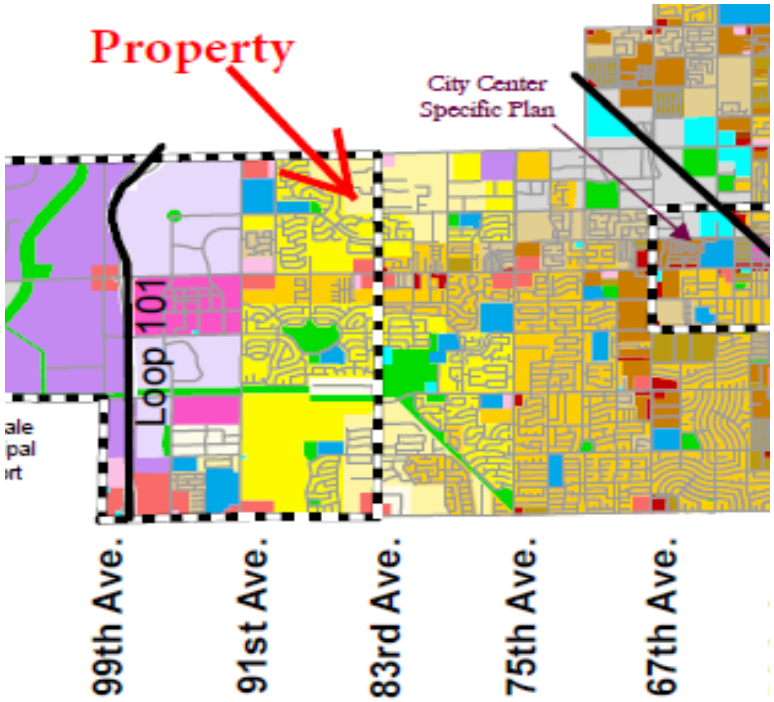
NORTH: The land immediately abutting the Property is occupied by a business with this long & narrow parcel is zoned A-1 (Agricultural). The existing residential lots further to the north are zoned SR-12 in the City of Glendale with all the land to the north having a General Plan Land Use designation of Low Density Residential (0-1 du/ac).

EAST: The land east of the Property, across 83rd Avenue, is comprised of larger residential lots, some of which have been developed and some of which remain vacant. These lots are currently zoned R1-6 within the jurisdiction of Maricopa County and have a General Plan Land Use designation of Low Density Residential (0-1 du/ac).

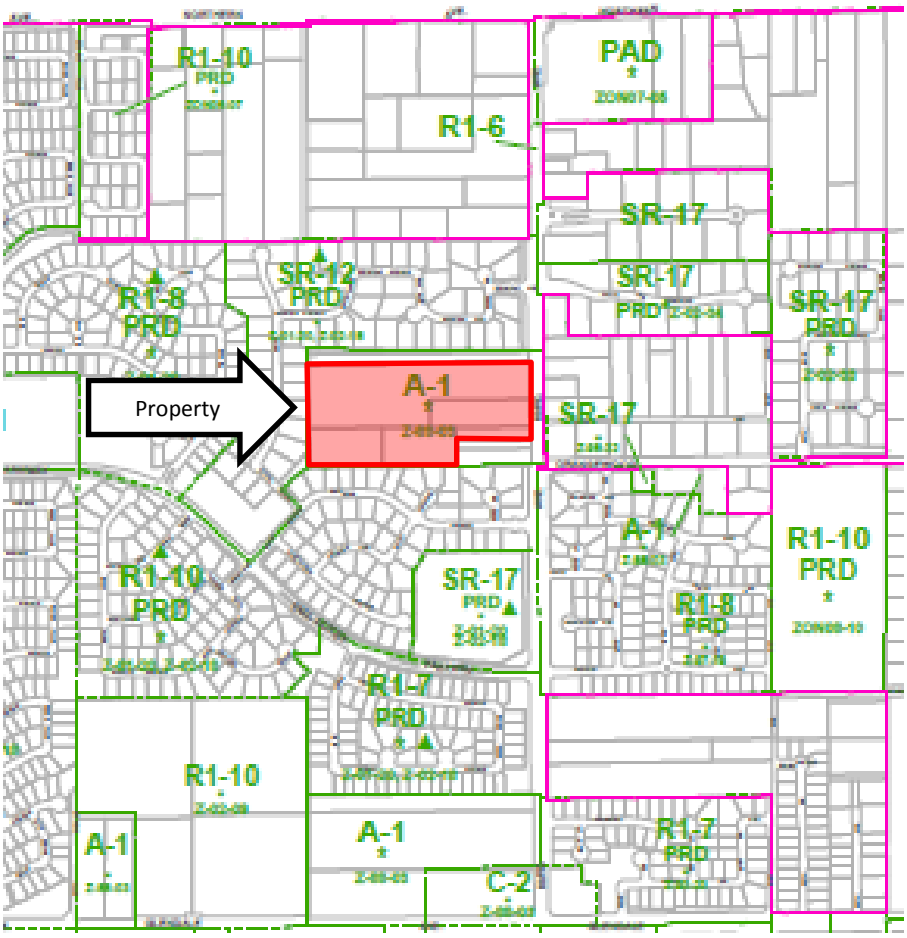
SOUTH: The land to the south is fully developed for single family residential uses as part of Rovey Farms Estates. This land is zoned R1-10 in the City of Glendale with a General Plan Land Use designation of Medium Density Residential (2.5-3.5 du/ac).

WEST: The land to the west is fully developed for single family residential uses as part of Rovey Farms Estates. This land is zoned SR-12 in the City of Glendale with a General Plan Land Use designation of Medium Density Residential (2.5-3.5 du/ac).

4.0 Minor General Plan Amendment. The Applicant is requesting a Minor General Plan Amendment to modify the current General Plan Land Use designation for the Property from LDR (Low Density Residential 1-2.5 du/ac) to MDR (Medium Density Residential 2.5-3.5 du/ac) to allow the development 43 single family lots. The current General Plan Designation for the Property as Low Density Residential (1-25.du/ac) as shown on the maps provided below.



An expanded copy of the 2025 Glendale General Plan Land Use Map is included as Attachment "5".



An expanded copy of the Zoning Atlas depicting the Property is also included as Attachment "5"

The proposed Minor General Amendment will modify the General Plan designation for the Property to be consistent with the balance of existing residential development to the south, west and north as Medium Density Residential (2.5–3.5 du/ac). The result of this Minor General Plan Amendment will provide an approximate 16.12 gross acre tract to be developed as 43 single family detached residences for a residential density of 2.67 du/ac.

5.0 Rezoning to R1-8 (Single Residence District).

5.1 General Description of Proposal. The requested rezoning of the Property from A-1 (Agricultural) to R1-8 (Single Residence) will allow for development of the Property as a gated community with 43 single family detached residences with an average lot size of 80' x 123'. This proposed plan of residential development will provide for a density of approximately 2.67 du/ac which is highly compatible with the residential density to the south and west. The proposed development plan provides for approximately 2.43 acres of open space or 15.1% of the gross land area. All streets within the development will be interconnected to provide each residential lot with access to 83rd Avenue.

5.2 Single Family Plan of Development. The Property is planned as a gated community with 43 single family dwelling units on 16.12 gross acres which results in a gross density of 2.67 dwelling units per acre. The location and orientation of the proposed lots is depicted on Attachment "4" ("Site Plan"). All 100 year, 2 hour storm event retention will be stored on site, as further depicted on the included Grading and Drainage Plans, include as Attachment "6".

The residential lots are intended to accommodate single-family, one-story and two-story, detached homes with ample side and rear yards. However, based upon the Applicants previous discussions with the Board of Rovey Farms Estates Home Owners Association, the lots along the western and northern boundary of the Property shall be restricted to one-story residences only. The community will be gated and pedestrian and vehicular access will be provided from 83rd Avenue, as more clearly depicted on the Site Plan. The typical lot size for the single family parcels will be 80' wide x 123' deep, although many of the lots are slightly larger in area. The proposed housing product will provide private side and rear yards as well as adequate front and rear building setbacks to ensure an aesthetically pleasing street and yard scape. The proposed development standards for the residential lots are depicted on the Site Plan and defined in Section 5.3 hereof.

The proposed housing product will feature architecture in general conformance with existing homes to the south and west, providing a general desert color palette. However, because the Applicant has not secured a final builder for the development at this time, greater details regarding the final design of the single family dwellings will need to occur separately, and will subject to the City's design review process.

5.3 R1-8 Development Standards.

5.3.1 Lot Development Standards. The Development Standards established for the R1-8 zoning district and applicable to the proposed development are as follows:

Min. Lot Area	Min. Width	Min. Depth	Front Setback	Rear Setback	Side Setback	Street Side Setback	Max. Bldg. Height	Max. Lot Coverage
8,000 s.f.	80 ft	100 ft	15-20 ft (1)	20 ft	5 & 10 ft (2)	10 ft	30 ft	40%

(1) Required 15 feet to living area, 20 feet to garage or carport
(2) Minimum 15 feet separation between buildings on adjacent lots

The proposed development plan for the Property provides for the following:

Min. Lot Area	Min. Width	Min. Depth	Front Setback	Rear Setback	Side Setback	Street Side Setback	Max. Bldg. Height	Max. Lot Coverage
9,500 s.f.	80 ft	120 ft	15-20 ft (1)	20 ft	5 & 10 ft (2)	10 ft	30 ft	40%

(1) Required 15 feet to living area, 20 feet to front-loaded garage or carport
(2) 5 feet for internal side setbacks, 10 feet for street side

5.3.2 Open Space. The open space proposed for Orangewood Ranch is a significant component of what helps make a successful, sought-after and attractive community. As depicted on the Site Plan, 15.1% of the gross land area will be landscaping, retention, and open space, which will provide areas for private parks, dedicated recreation areas, and retention basins. These areas are depicted on the attached Grading and Drainage Plans included as Attachment "6" and the Landscape Plans included as Attachment "7".

5.3.2 Amenities. As illustrated on the Landscape Plan, included as Attachment "7", there are a number of amenities within Orangewood Ranch, such as secure entry gates, street–side landscape buffers, a private park and a "tot lot" to provide recreational amenities to the residents. These amenities are meant to enhance the sense of place and livability of Orangewood Ranch by providing a completely sustainable community that is integrated into the surrounding environment and overall region as a whole.

5.3.3 Signage. All signage within Orangewood Ranch shall comply with City of Glendale Zoning Ordinances and be subject to final design review approval.

5.3.4 Lighting. The lighting scheme for Orangewood Ranch shall comply with the City of Glendale's Code and be subject to final product design review.

5.3.5 Parking. Each single family residence shall have 2 garage spaces per residence, with the garage having a minimum dimension of 20' x 20' and the development is designed to accommodate 1 guest street space per dwelling for guest parking. All parking designs and configurations within Orangewood Ranch shall comply with City of Glendale Zoning Ordinance.

5.3.6 Theming. The overall theme for Orangewood Ranch has not yet been established because the Applicant has not secured a final builder for development so greater detail regarding the final design of the residences will occur at a later time and subject to the City's design review process. However, the general design theme shall consist of muted earth tones and complemented by a thoughtful use of accent stone and decorative wrought iron and wood.

In an effort to promote water conservation practices in the desert environment, the "front yards" within the single family parcel will consist of Xeriscape landscaping. To further promote water conservancy, the plant palette for the entire project will consist of water conscious species of trees, shrubs, and groundcover that will provide a variety of size, color, and texture throughout the community.

The landscaping will also provide functional purposes such as architectural screening and shade. All landscape areas, excluding turf, will have a decorative decomposed granite cover measuring 1"minus and shall be 2" deep. All landscape will be watered with a fully automatic irrigation system consisting of spray heads and/or rotor sprinklers for the lawn areas and drip emitters for the trees, shrubs, and ground cover.

5.3.7 Walls and Fencing. As a design aspect that is seen throughout the community, the walls and fences will be designed to enhance the overall visual aesthetics of the development by making use of materials and a color palette appropriate to the theming and environment. An example of the walls and fencing proposed throughout Orangewood Ranch are illustrated on the Landscape Plan included as Attachment "7".

The perimeter theme wall will be installed along the exterior boundaries of the project, excluding that portion of the western, northern and southern boundaries where existing masonry walls are present. The perimeter theme wall will be comprised of 8" CMU integral color block with a split-face CMU integral color block design pattern integrated into the wall.

5.3.8 Architecture. The detailed architectural style will be determined by the residential builder at the time of and during the design review process for the single family homes. Once those standards have been established, the basic guidelines will be carried throughout the commercial portion of the development to ensure a common vision and complimentary design. The actual elevations, color palette and materials to be used will be subject to the City of Glendale final product design as established in the design review process.

5.3.9 Single Family Home Standard Features. The detailed standard features for the residences will be determined by the residential builder at the time of and during the design review process for the single family homes.

5.3.10 Covenants, Conditions & Restrictions (CC&R's). The draft CC&R's for Orangewood Ranch will set forth the rules and regulations which will govern single family homeowners' rights and responsibilities as they pertain to their real property. These CC&R's will list items that are allowed within the community as well as any restrictions and/or prohibitions as related to a homeowner's lot, dwelling unit or amenities within the common areas. A copy of the "draft" CC&R's have been submitted to City under separate cover as part of this application.

5.3.11 Homeowners Association. A Homeowners Association will be formed, pursuant to the CC&R's and given the responsibility of maintaining open spaces under its control and enforcing the CC&R's of the community. The Homeowners' Association will be funded by dues from each homeowner within Orangewood Ranch.

6.0 Timing of Development/Project Phasing. The Applicant intends to begin the final engineering of the development expeditiously should this Minor General Plan Amendment and Rezoning be approved. Timing for construction of the development will be based on numerous factors, such as market demand and absorption levels, as well as the ability of Applicant to find a suitable builder/developer for the parcels.

7.0 Public Utilities & Services

7.1 Water. There is an existing 12" water line in 83rd Avenue (eastern boundary of the project) and an existing 8" water line in Laura Lane (southwest of the project). It is proposed to install a new public water line in West Carole Lane from 83rd Avenue and looped through the development with a separate 8" water line being installed within a new easement to access the existing water line in West Laura Lane. The preliminary Water and Sewer Plans are included as Attachment "8".

7.2 Sewer. As shown on the included Preliminary Plat, the developed will be provided connections to the public sewer that presently exists within 83rd Avenue as well as the existing 8" sewer within West Laura Lane to the southwest of the project site The preliminary Water and Sewer Plans are included as Attachment "8".

7.3 Solid Waste. Solid waste removal service will be secured prior to final plat and is anticipated to be provide by the City of Glendale. The location of all refuse receptacles will be in conformance with the requirements of the City.

7.4 Electrical Service. Electric service will be provided by Salt River Project (SRP).

7.5 Natural Gas. Natural gas service will be provided by Southwest Gas.

7.6 Telephone. Telephone service will be provided by Century Link.

7.7 Law Enforcement. Law enforcement will be provided by City of Glendale's Police Department.

7.8 Fire Protection. Fire Protection will be provided by City of Glendale

8.0 Streets and Common Areas

8.1 Public Streets. All street improvements proposed as part of this development will be dedicated as public streets and will be designed and constructed in accordance with City of Glendale requirements. As designed, the streets within the single family development provide for a 50-foot tract, inclusive of two (2), 14-foot wide drive lanes, 5-foot wide sidewalks on both sides of the street and an additional 4-feet of landscaping beyond the sidewalks. These new streets will be installed in conformance with City of Glendale requirements. Once these improvements have been accepted by the City, the City will be responsible for maintenance of the dedicated rights-of-way. Typical Street Sections are provide on the Site Plan, included as Attachment "4".

8.2 Common Areas. Common areas within the development will be comprised of open space, a community park, and landscape tracts. All of these areas within the single family parcel will be owned and maintained by a Homeowners' Association.

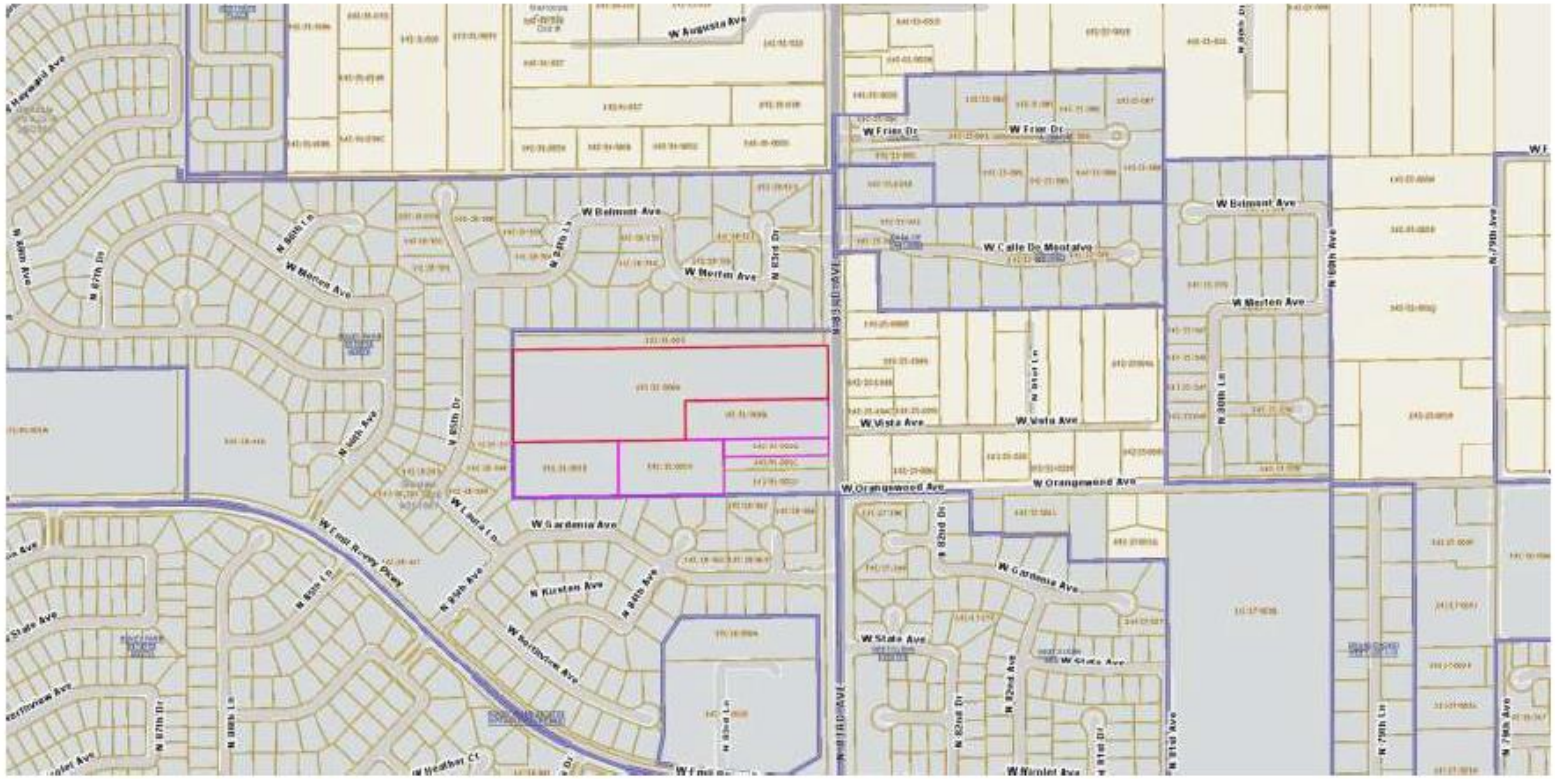
10.0 Conclusion.

The Applicant's proposed Minor General Plan Amendment to amend the General Plan Land Use designation from "LDR" (Low Density Residential 1-2.5 du/ac) to "MDR" (Medium Density Residential 2.5-3.5 du/ac) and the rezoning of the Property from A-1 (Agricultural) to R1-8 (Single Residence), as outlined herein, will create a community that is attractive to homebuyers while offering a desirable quality of life and sustainable community. The Applicant believes this development will be a welcome addition to the neighboring community and the City of Glendale and therefore respectfully requests approval of Minor General Plan Amendment and the Rezoning for the Property.

Orangewood Ranch
Minor General Plan Amendment and Rezoning Narrative

Attachment 1

NORTHWEST CORNER OF 83RD AVENUE & ORANGEWOOD, GLENDALE, ARIZONA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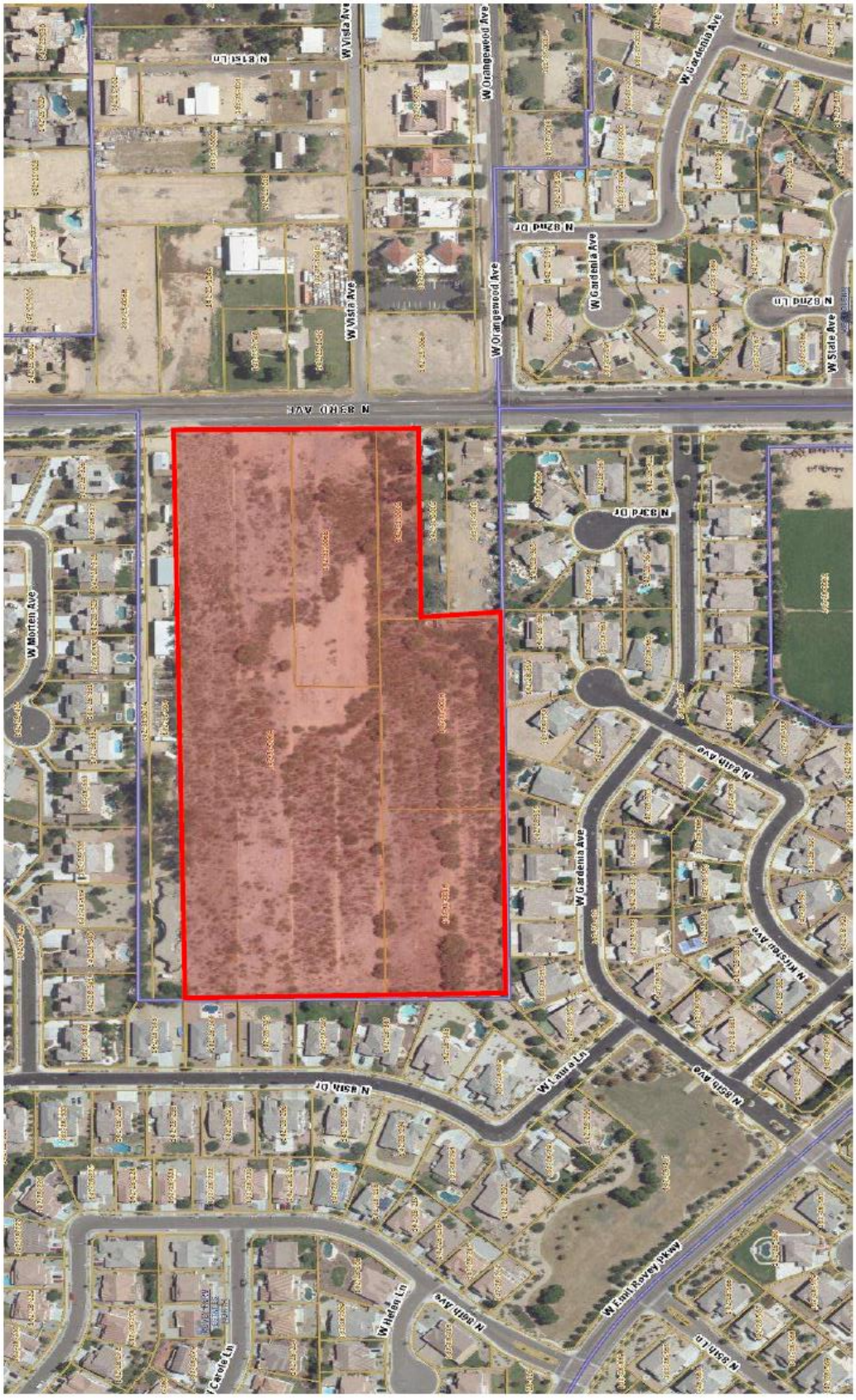
W Belmont Ave
W Mescal Ave
W Merlin Ave
W Calle De Montalvo
W Mesten Ave
W Vista Ave
W Orangewood Ave
W Glendale Ave
W Ocotillo Rd
W Loma Ln
N 83rd Dr
N 83rd Ave
N 82nd Dr
N 82nd Ave
N 81st Dr
N 81st Ave
N 79th Ave
N 79th Ln
N 80th Ln
N 80th Ave
N 85th Ln
N 85th Dr
N 86th Ave
N 87th Dr
N 88th Ln
N 89th Ave
N 90th Ave
N 91st Ave
W Glendale Ave
W Orangewood Ave
W State Ave
W Northview Ave
W Weather Ct
W Peoria Ave
W Peoria Dr
W Peoria Ave
W Peoria Dr
W Peoria Ave
W Peoria Dr

Orangewood Ranch
Minor General Plan Amendment and Rezoning Narrative

Attachment 2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W Orangewood Ave
W Gardenia Ave
W Morten Ave
W Laurie Ln
W Enid Roovay Pkwy
W Helen Ln
W Carole Ln
N 83rd Ln
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N 82nd Ln
W Side Ave
N 83rd Dr
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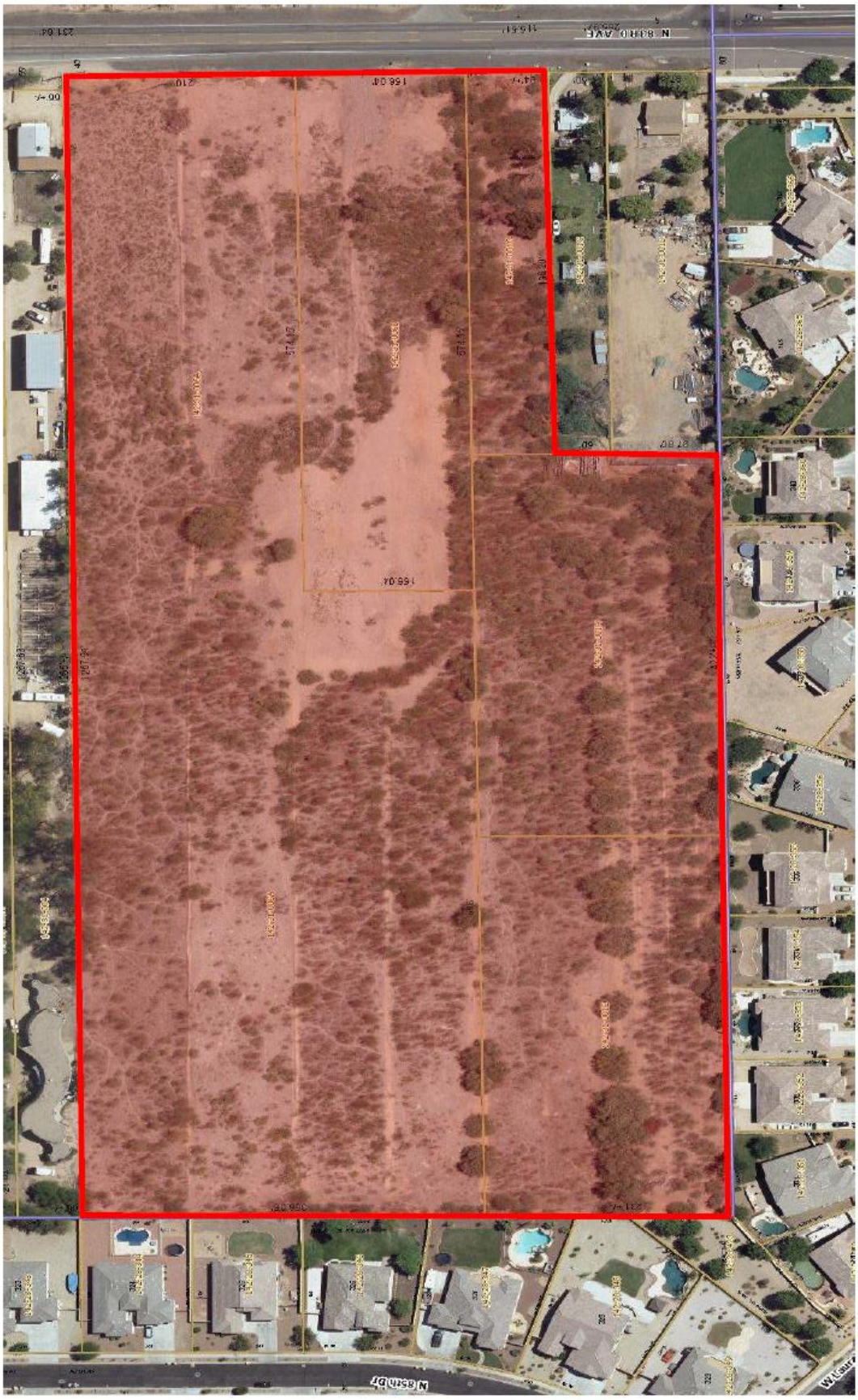
N 86th Ave
N 87th Ln



3-25-15

Orangewood Ranch
Minor General Plan Amendment and Rezoning Narrative

Attachment 3

3-25-15

2

ALTA/ACSM LAND TITLE SURVEY

A PORTION OF THE SE 1/4, NE 1/4, A SECTION 3, T. 2 N., R. 1 E. OF THE GILA & SALT RIVER BASE & MERIDIAN, MARICOPA COUNTY, ARIZONA

LEGAL DESCRIPTION

PARCEL 1:

THE WEST 422 FEET OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 3, TOWNSHIP 2 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA;
EXCEPT THE NORTH 13 ACRES THEREOF, AS DESCRIBED IN DOCKET 383, PAGE 85, RECORDS OF MARICOPA COUNTY, ARIZONA.

PARCEL 2:

THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 3, TOWNSHIP 2 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA;
EXCEPT THE NORTH 13 ACRES THEREOF, AS DESCRIBED IN DOCKET 383, PAGE 85, RECORDS OF MARICOPA COUNTY, ARIZONA.
EXCEPT THE WEST 422 FEET AND
EXCEPT THE EAST 476.20 FEET THEREOF.

PARCEL 3:

THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 3, TOWNSHIP 2 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA;
EXCEPT THE NORTH 13 ACRES THEREOF, AS DESCRIBED IN DOCKET 383, PAGE 85, RECORDS OF MARICOPA COUNTY, ARIZONA;
EXCEPT THAT PART OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 3, TOWNSHIP 2 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS;
BEGINNING AT THE EAST QUARTER CORNER OF SAID SECTION 3;
THENCE NORTH 147.41 FEET;
THENCE WEST 476.20 FEET;
THENCE SOUTH 147.80 FEET;
THENCE EAST 476.20 FEET TO THE TRUE POINT OF BEGINNING; AND
EXCEPT THE WEST 844 FEET THEREOF; AND
EXCEPT THE EAST 33 FEET THEREOF.

PARCEL 4:

PART OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 3, TOWNSHIP 2 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS;
COMMENCING AT THE EAST QUARTER CORNER OF SECTION 3, TOWNSHIP 2 NORTH, RANGE 1 EAST;
THENCE ALONG THE EAST LINE OF SAID SECTION 3, NORTH 00 DEGREES 00 MINUTES 12 SECONDS WEST, A DISTANCE OF 222.48 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION;
THENCE ALONG THE SOUTH LINE OF THE NORTH 13 ACRES OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 3, SOUTH 89 DEGREES 43 MINUTES 21 SECONDS WEST A DISTANCE OF 614.15 FEET;
THENCE LEAVING SAID SOUTH LINE, NORTH 00 DEGREES 00 MINUTES 12 SECONDS WEST A DISTANCE OF 156.04 FEET;
THENCE NORTH 89 DEGREES 43 MINUTES 21 SECONDS EAST, A DISTANCE OF 614.15 TO THE EAST LINE OF SAID SECTION 3;
THENCE ALONG SAID EAST LINE, SOUTH 00 DEGREES 00 MINUTES 12 SECONDS EAST A DISTANCE OF 156.04 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION;
EXCEPT THE EAST 33 FEET THEREOF.

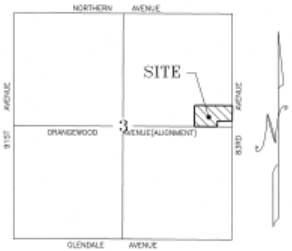
PARCEL 5:

PART OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 3, TOWNSHIP 2 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS;
COMMENCING AT THE EAST QUARTER CORNER OF SECTION 3, TOWNSHIP 2 NORTH, RANGE 1 EAST;
THENCE ALONG THE EAST LINE OF SAID SECTION 3, NORTH 00 DEGREES 00 MINUTES 12 SECONDS WEST, A DISTANCE OF 378.52 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION;
THENCE LEAVING SAID LINE SOUTH 89 DEGREES 43 MINUTES 21 SECONDS WEST A DISTANCE OF 614.15 FEET;
THENCE SOUTH 00 DEGREES 00 MINUTES 12 SECONDS WEST A DISTANCE OF 156.04 FEET TO THE SOUTH LINE OF THE NORTH 13 ACRES OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 3;
THENCE ALONG SAID SOUTH LINE, SOUTH 89 DEGREES 43 MINUTES 21 SECONDS WEST, A DISTANCE OF 696.00 FEET TO THE WEST LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 3;
THENCE ALONG SAID WEST LINE, NORTH 00 DEGREES 20 MINUTES 33 SECONDS EAST A DISTANCE OF 366.06 FEET;
THENCE NORTH 89 DEGREES 43 MINUTES 21 SECONDS EAST A DISTANCE OF 1307.84 FEET TO THE EASTERLY LINE OF SAID SECTION 3;
THENCE ALONG SAID EAST LINE, SOUTH 00 DEGREES 00 MINUTES 12 SECONDS EAST A DISTANCE OF 210.00 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION;
EXCEPT THE EAST 33 FEET THEREOF; AND
EXCEPT ANY PORTION THEREOF LYING WITHIN THE NORTH 2 ACRES OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 3, TOWNSHIP 2 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA;

AND BEING THE SAME PROPERTY ALSO DESCRIBED AS:

A PORTION OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 3, TOWNSHIP 2 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 3;
THENCE NORTH 00 DEGREES 00 MINUTES 12 SECONDS WEST A DISTANCE OF 147.41 FEET TO THE POINT OF BEGINNING;
THENCE SOUTH 89 DEGREES 50 MINUTES 35 SECONDS WEST A DISTANCE OF 476.20 FEET TO THE WEST LINE OF THE EAST 476.20 FEET OF SAID SOUTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 3;
THENCE ALONG SAID WEST LINE, SOUTH 00 DEGREES 00 MINUTES 12 SECONDS EAST A DISTANCE OF 147.80 FEET TO THE SOUTH LINE OF SAID SOUTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 3, SAID POINT ALSO BEING ON THE NORTH LINE OF "ROVEY FARMS ESTATES" AS RECORDED IN BOOK 611 OF MAPS, PAGE 3, RECORDS OF MARICOPA COUNTY, ARIZONA;
THENCE ALONG SAID SOUTH LINE, SOUTH 89 DEGREES 47 MINUTES 47 SECONDS WEST A DISTANCE OF 835.38 FEET TO WEST LINE OF SAID SOUTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 3, SAID POINT ALSO BEING ON THE EAST LINE OF SAID "ROVEY FARMS ESTATES";
THENCE ALONG SAID WEST LINE, NORTH 00 DEGREES 20 MINUTES 19 SECONDS EAST A DISTANCE OF 590.09 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 2.00 ACRES OF SAID SOUTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 3;
THENCE ALONG SAID SOUTH LINE, NORTH 89 DEGREES 51 MINUTES 17 SECONDS EAST A DISTANCE OF 1308.01 FEET TO A POINT ON THE EAST LINE OF SAID SOUTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 3;
THENCE ALONG SAID EAST LINE, SOUTH 00 DEGREES 00 MINUTES 12 SECONDS EAST A DISTANCE OF 441.33 FEET TO THE POINT OF BEGINNING;
EXCEPT THE EAST 40.00 FEET THEREOF.



SEC 3. T 2 N. R 1 E

VICINITY MAP

N.T.S.

SCHEDULE "B" EXCEPTIONS

(6) PLAT PURPORTED TO SHOW A COUNTY ROAD BOOK 2., PAGE 14 OF ROAD MAPS, M.C.R. (PLOTTED)

(7) PLAT PURPORTED TO SHOW A COUNTY ROAD BOOK 14., PAGE 3 OF ROAD MAPS, M.C.R. (PLOTTED)

(8) PLAT PURPORTED TO SHOW A COUNTY ROAD BOOK 30., PAGE 56 OF ROAD MAPS, M.C.R. (PLOTTED)

(9) EASEMENT FOR ROAD OR HIGHWAY DOCKET 3572, PAGE 230, M.C.R. (PLOTTED)

(10) EASEMENT FOR ROAD OR HIGHWAY DOCKET 3572, PAGE 236, M.C.R. (PLOTTED)

(11) RESOLUTION PURPORTING TO ESTABLISH A COUNTY ROADWAY DOCKET 3640, PAGE 568, M.C.R. (PLOTTED)

(12) RESOLUTION PURPORTING TO ESTABLISH A COUNTY ROADWAY DOCKET 9807, PAGE 824, M.C.R. (PLOTTED)

(13) RESOLUTION PURPORTING TO ESTABLISH A COUNTY ROADWAY DOCUMENT NO. 86-017144, M.C.R. (PLOTTED)

(14) GLENDALE PUBLIC AIRPORT DISCLOSURE MAP DOCUMENT NO. 2002-0107367, M.C.R. (AFFECTS PROPERTY-NOT PLOTTED)

(15) MINOR LAND DIVISION BOOK 913 OF MAPS, PAGE 2, M.C.R. (PLOTTED)

NOTES

1) THIS SURVEY WAS PERFORMED BASED ON INFORMATION CONTAINED IN A 2ND AMENDED TITLE REPORT PREPARED BY CLEAR TITLE AGENCY OF ARIZONA, ORDER NO. 10-512234, 3rd AMENDED, DATED JUNE 10, 2014.

2) THE BASIS OF BEARING IS THE EAST LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 3, T2N, R1E OF THE G.&S.R.B.&M., USING A BEARING OF N 00°00'12" W (ASSUMED)

3) NET AREA IS 684,409 SQ. FT. OR 15.7119 ACRES.

4) UNDERGROUND UTILITIES SHOWN ARE FROM OBSERVED EVIDENCE ONLY.

5) SUBJECT PROPERTY IS ZONED A-1 (AGRICULTURAL DISTRICT) SETBACK, HEIGHT AND BULK RESTRICTIONS ARE NOT CLEARLY DEFINED AND MAY APPLY.

6) ACCORDING TO FIRM FLOOD INSURANCE RATE MAP NO. 04013C1715L DATED OCTOBER 16, 2013, THE SUBJECT PROPERTY IS LOCATED IN ZONE X. ZONE X IS DESCRIBED AS: "AREAS OF 500-YEAR FLOOD; AREAS OF 100-YEAR FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 100-YEAR FLOOD."

6) THERE IS NO OBSERVABLE EVIDENCE OF EARTH MOVING, CURRENT OR RECENT CONSTRUCTION, NOR ANY EVIDENCE SITE HAS OR IS BEING USED AS A SOLID WASTE DUMP, SUMP OR SANITARY LANDFILL.

LEGEND

(#)	SCHEDULE "B" ITEM
	INDICATES A CORNER OF SURVEY, SET A 1/2" RMW & CAP, R.L.S. # 38070 UNLESS NOTED OTHERWISE
WM	WATER METER
I.S.	IRRIGATION STRUCTURE
I.V.	IRRIGATION VALVE
T.J.B.	TELEPHONE JUNCTION BOX
P.P.	POWER POLE
BCHH	BRASS CAP IN HANDHOLE
(M)	MEASURED
(C)	CALCULATED
APN	ASSESSORS PARCEL NUMBER
M.C.R.	MARICOPA COUNTY RECORDER
	SIGN
	ASPHALT PAVEMENT

CERTIFICATION

TO : NORTHWEST HOLDINGS, LLC, AN ARIZONA LIMITED LIABILITY COMPANY
CLEAR TITLE AGENCY OF ARIZONA
FIRST AMERICAN TITLE

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH 2011 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/ACSM LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 3, 11(b), 16, 17, 20(a) AND 20(b) OF TABLE A THEREOF.
THE FIELD WORK WAS COMPLETED ON MAY 14, 2014.

ROBERT J. BLAKE
REGISTERED LAND SURVEYOR NO. 38070
DATE OF PLAT OR MAP: APRIL 16, 2014

Clouse Engineering, Inc.
ENGINEERS • SURVEYORS
1140 E. Orangewood Ave., Phoenix, Arizona 85020
Tel 602-395-8300 Fax 602-395-9310

ALTA/ACSM LAND TITLE SURVEY
A PART OF SE 1/4, NE 1/4, SECTION 3
83RD AVENUE & ORANGEWOOD AVENUE
GLENDALE ARIZONA

Revised
05-03-14
05-13-14

Date
05-15-14
As-Built

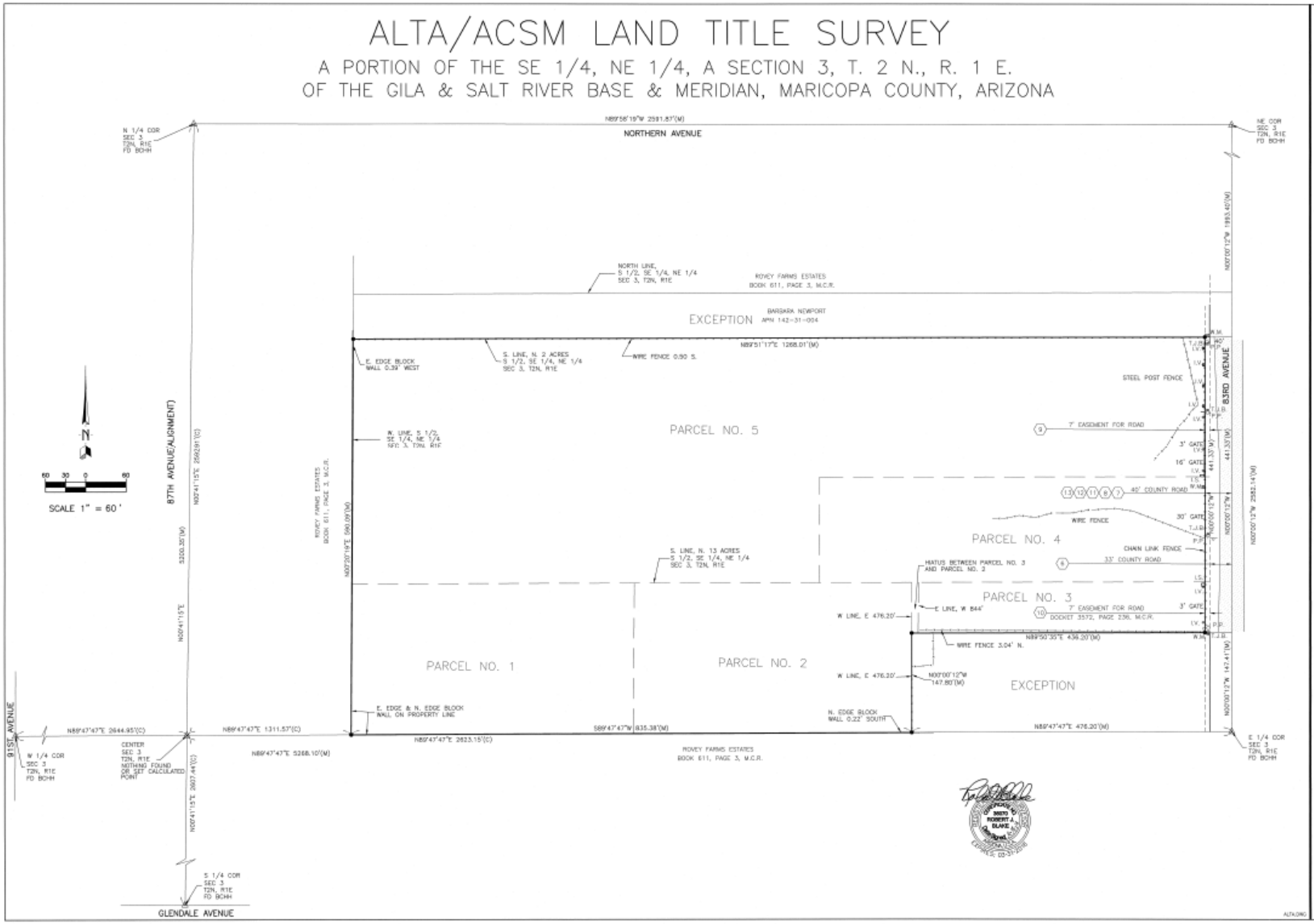
Job No.
140503

1 OF 2

ALTA-ODN.DWG

ALTA/ACSM LAND TITLE SURVEY

A PORTION OF THE SE 1/4, NE 1/4, A SECTION 3, T. 2 N., R. 1 E. OF THE GILA & SALT RIVER BASE & MERIDIAN, MARICOPA COUNTY, ARIZONA



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1642 E. Orangewood Ave. Phoenix, Arizona 85020
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ALTA/ACSM LAND TITLE SURVEY

A PART OF SE 1/4, NE 1/4, SECTION 3

83RD AVENUE & ORANGEWOOD AVENUE

GLENDALE AM02344A

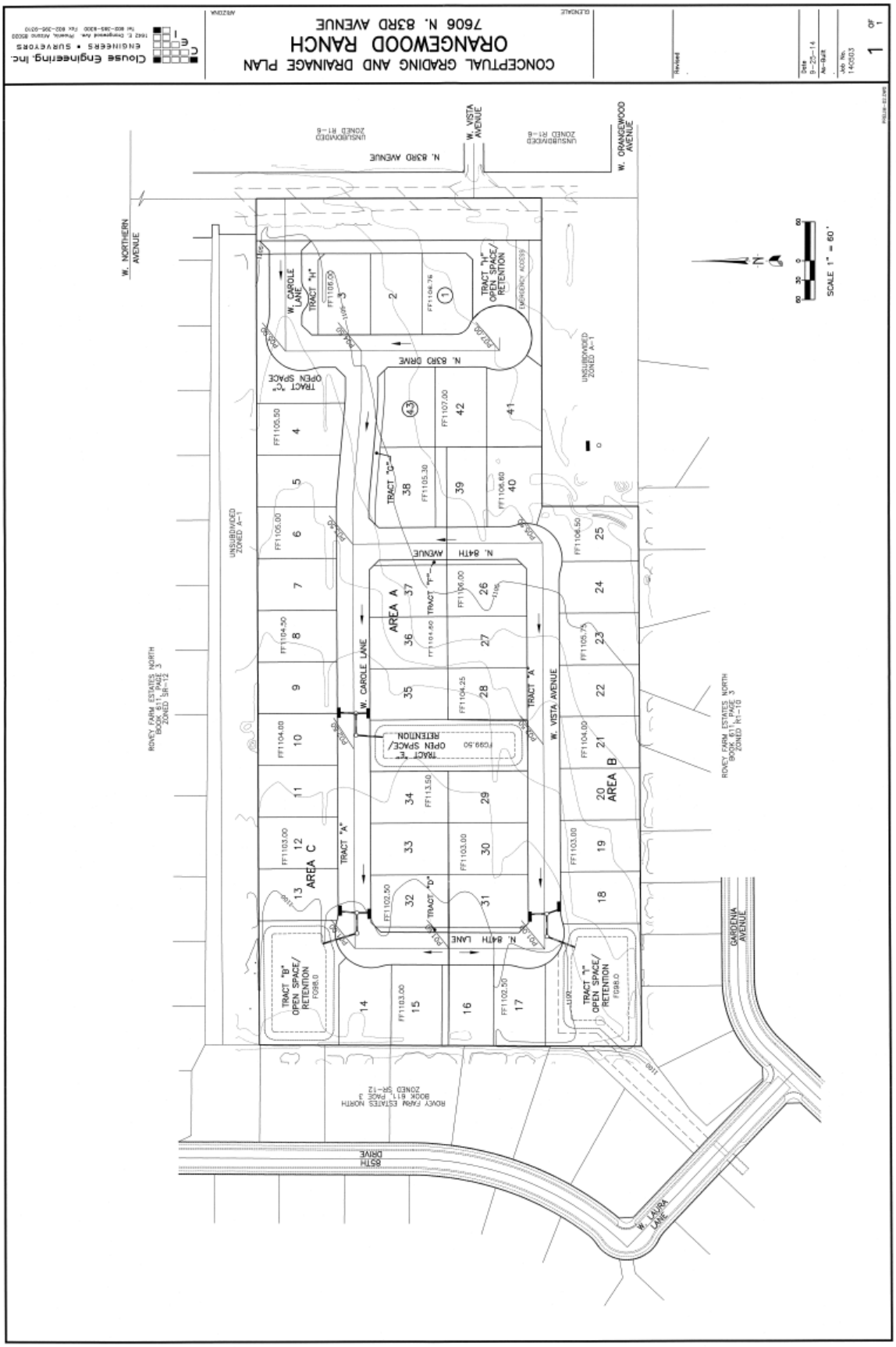
Revised
06-03-14
06-13-14

Date
05-15-14
As-Built

Job No.
140503

2 of 2

ALTA.DWG


CONCEPTUAL GRADING AND DRAINAGE PLAN
ORANGEWOOD RANCH
7606 N. 83RD AVENUE
Clouse Engineering, Inc.
ENGINEERS • SURVEYORS
Job No. 140503
Revised
Date 9-25-14
1 OF 1
W. NORTHERN AVENUE
W. VISTA AVENUE
W. ORANGEWOOD AVENUE
N. 83RD AVENUE
UNSUBDIVIDED ZONED R1-6
UNSUBDIVIDED ZONED A-1
N. 83RD DRIVE
N. 84TH AVENUE
N. 84TH LANE
W. CAROLE LANE
W. VISTA AVENUE
TRACT "A"
TRACT "B"
TRACT "C" OPEN SPACE
TRACT "D"
TRACT "E" OPEN SPACE/ RETENTION
TRACT "F"
TRACT "G"
TRACT "H" OPEN SPACE/ RETENTION
TRACT "I" OPEN SPACE/ RETENTION
AREA A
AREA B
AREA C
ROVEY FARM ESTATES NORTH BOOK 611, PAGE 3 ZONED SR-12
ROVEY FARM ESTATES NORTH BOOK 611, PAGE 3 ZONED R1-10
GARDENIA AVENUE
85TH DRIVE
W. LAURA LANE
SCALE 1" = 60'

Orangewood Ranch
Minor General Plan Amendment and Rezoning Narrative

Attachment 4

ORANGEWOOD RANCH
LOT MATRIX TABLE

LOT NO.	LOT AREA	AVG WIDTH	AVG LENGTH
1	9,808 S.F.	80'	126'
2	10,049 S.F.	80'	126'
3	9,999 S.F.	80'	126'
4	10,573 S.F.	80'	132'
5	9,981 S.F.	80'	125'
6	9,741 S.F.	80'	122'
7	9,747 S.F.	80'	122'
8	9,754 S.F.	80'	122'
9	9,760 S.F.	80'	122'
10	9,767 S.F.	80'	122'
11	9,773 S.F.	80'	122'
12	9,780 S.F.	80'	122'
13	9,777 S.F.	80'	122'
14	9,965 S.F.	80'	123'
15	10,000 S.F.	80'	125'
16	10,000 S.F.	80'	125'
17	9,844 S.F.	80'	125'
18	9,779 S.F.	80'	123'
19	9,800 S.F.	80'	123'
20	9,800 S.F.	80'	123'
21	9,800 S.F.	80'	123'
22	9,800 S.F.	80'	123'
23	9,800 S.F.	80'	123'
24	9,738 S.F.	80'	123'
25	11,554 S.F.	85'	139'
26	9,776 S.F.	80'	123'
27	9,800 S.F.	80'	123'
28	9,800 S.F.	80'	123'
29	9,800 S.F.	80'	123'
30	9,800 S.F.	80'	123'
31	9,990 S.F.	81'	123'
32	9,847 S.F.	81'	123'
33	9,800 S.F.	80'	123'
34	9,800 S.F.	80'	123'
35	9,800 S.F.	80'	123'
36	9,800 S.F.	80'	123'
37	9,776 S.F.	80'	123'
38	11,395 S.F.	91'	124'
39	9,910 S.F.	80'	124'
40	10,210 S.F.	85'	122'
41	10,680 S.F.	85'	126'
42	9,887 S.F.	80'	124'
43	10,144 S.F.	84'	124'

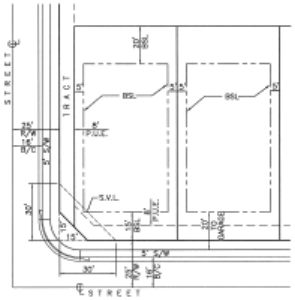
Clouse Engineering, Inc.
ENGINEERS ▪ SURVEYORS
1642 E. Orangewood Ave. Phoenix, Arizona 85020
Tel 602-395-9300 Fax 602-395-9310

JOB #140503
LOT-MATRIX-TABLE.DWG

PRELIMINARY PLAT
FOR
ORANGEWOOD RANCH
7606 N. 83RD AVENUE

A PORTION OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER, OF SECTION 3,
TOWNSHIP 2 NORTH, RANGE 1 EAST, OF THE GILA & SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA

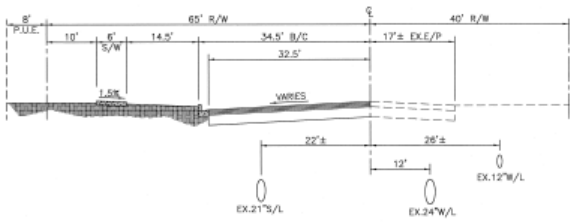
VICINITY MAP
NE 1/4 SECTION 3, T2N., R.1E.



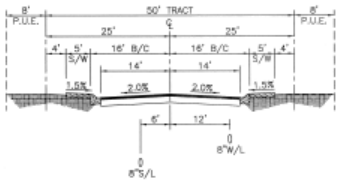
TYPICAL LOT SETBACKS
S.V.L. - DENOTES SITE VISIBILITY LINE.
(PER STANDARD DETAIL NO. G-447)
MAXIMUM LOT COVERAGE = 45%

TRACT TABLE		
TRACT	AREA (S.F.)	USE
"A"	137,052	PUBLIC WATER & SEWER, DRAINAGE, REFUSE COLLECTION, AND EMERGENCY AND SERVICE VEHICLE
"B"	23,574	LANDSCAPING, P.U.E., RETENTION AND OPEN SPACE
"C"	11,213	LANDSCAPING, P.U.E. AND OPEN SPACE
"D"	1,784	LANDSCAPING AND P.U.E.
"E"	19,461	LANDSCAPING, P.U.E., RETENTION AND OPEN SPACE
"F"	1,784	LANDSCAPING AND P.U.E.
"G"	2,286	LANDSCAPING AND P.U.E.
"H"	20,965	LANDSCAPING, P.U.E., RETENTION AND OPEN SPACE
"I"	26,494	LANDSCAPING, P.U.E., RETENTION AND OPEN SPACE

ZONING TABLE	
ZONING DISTRICT	P.R.D.
MAXIMUM BUILDING HEIGHT	TWO STORY OR 30'
MINIMUM LOT AREA	9,700 S.F.
MINIMUM LOT WIDTH	80'
MINIMUM FRONT SETBACK-SIDE LOADED GARAGE	15'
MINIMUM FRONT SETBACK-FRONT LOADED GARAGE	20' (FROM BACK S/W)
MINIMUM SIDE SETBACK	5'
MINIMUM STREET SIDE SETBACK	10'
MINIMUM REAR SETBACK	20'



83RD AVENUE
LOOKING NORTH



TYPICAL INTERIOR STREET
LOOKING WEST

NOTES

1. THIS SUBDIVISION IS LOCATED WITHIN THE CITY OF GLENDALE WATER SERVICE AREA WHICH HAS BEEN DESIGNATED AS HAVING AN ASSURED WATER SUPPLY UNDER A.R.S. SECTION 45-576.
2. ALL NEW UTILITIES AND ALL EXISTING UTILITIES, EXCEPT ELECTRICAL TRANSMISSION LINES CARRYING 69 KV OR MORE, WITHIN OR CONTIGUOUS TO THIS SITE, SHALL BE PLACED UNDERGROUND.
3. EXCEPT FOR CONSTRUCTION AND IMPROVEMENTS BY GOVERNMENTAL ENTITIES AND CERTIFIED PUBLIC UTILITIES, CONSTRUCTION AND IMPROVEMENTS WITHIN EASEMENTS SHALL BE LIMITED TO ONLY THE FOLLOWING:
   A. WOOD, WIRE, OR REMOVABLE SECTION TYPE FENCING.
   B. CONSTRUCTION, STRUCTURES OR BUILDINGS, EXPRESSLY APPROVED IN WRITING BY ALL PUBLIC UTILITIES AND THE CITY OF GLENDALE WHICH USE OR SHALL USE THE UTILITY EASEMENT.
4. ALL LANDSCAPE TRACTS AND LANDSCAPE WITHIN ARTERIAL AND COLLECTOR STREETS DEDICATED BY THIS PLAT SHALL BE MAINTAINED BY THE DEVELOPMENT HOMEOWNER'S ASSOCIATION.
5. FIRE DEPARTMENT ACCESS AND WATER SUPPLY REQUIREMENTS SHALL BE IN PLACE PRIOR TO THE START OF VERTICAL CONSTRUCTION.
6. ALL LANDSCAPE AREAS SHALL BE MAINTAINED IN A CLEAN WEED FREE CONDITION BY THE LANDSCAPE CONTRACTOR FOLLOWING INSTALLATION FOR 60 DAYS.

SITE SUMMARY (RESIDENTIAL ONLY)

- INDICATES A CORNER OF THIS SUBDIVISION
- 8' P.U.E. — INDICATES 8' PUBLIC UTILITY EASEMENT AT ALL LOT FRONTAGE
- INDICATES DIRECTION OF FLOW OF STORMWATER

WATER AND SEWER BY THE CITY OF GLENDALE
REFUSE COLLECTION BY THE CITY OF GLENDALE
ELECTRIC SERVICE BY SALT RIVER PROJECT
GAS SERVICE BY SOUTHWEST GAS CORPORATION
TELEPHONE SERVICE BY: CENTURY LINK
EXISTING ZONING : A-1
PROPOSED ZONING : R1-8 P.R.D.
TOTAL LOTS : 43
GROSS AREA : 16.1089 ACRES 701,703 S.F.
NET AREA : 15.4503 ACRES 673,015 S.F.
GROSS DENSITY : 2.67 DU/AC
NET DENSITY : 2.78 DU/AC
TYPICAL LOT SIZE : 80' X 123'
AVERAGE LOT SIZE : 9,840 S.F.
MINIMUM LOT SIZE : 9,760 S.F.
MAXIMUM LOT SIZE : 11,395 S.F.
TRACTS "B" THRU "I" TOTAL AREA: 105,680 S.F.=15.1%
TRACTS "B", "E", "H" & "I" SHALL BE FOR RETENTION, LANDSCAPING, PUBLIC UTILITIES AND PEDESTRIAN ACCESS

BENCHMARK

BRASS CAP IN HANDHOLE AT THE INTERSECTION OF 83RD AVENUE AND ORANGEWOOD AVENUE.
ELEVATION: 1108.845

DEVELOPER

NORTHWEST HOLDINGS, LLC
11811 N. TATUM BOULEVARD
SUITE 1051
PHOENIX, ARIZONA 85028
PHONE: (602) 870-7495

PP00-00
PRELIM-01.DWG

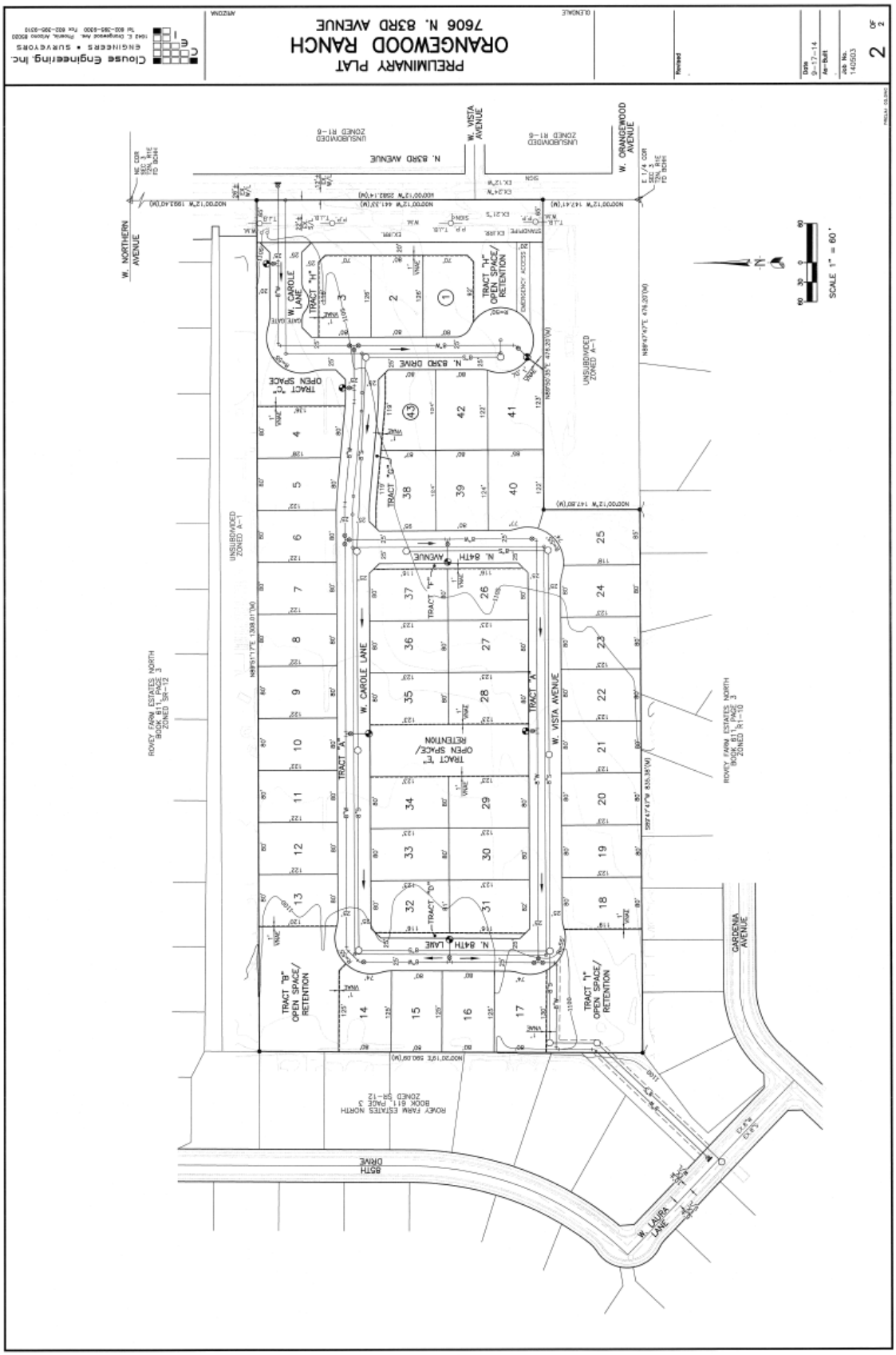
Clouse Engineering, Inc.
ENGINEERS * SURVEYORS
1640 E. Orangewood Ave. Phoenix, Arizona 85020
Tel 602-395-8300 Fax 602-395-9310

PRELIMINARY PLAT
ORANGEWOOD RANCH
7606 N. 83RD AVENUE
GLENDALE ARIZONA

Revised
.

Date
9-17-14
As-Built
.
Job No.
140503

1 OF 2


PRELIMINARY PLAT
ORANGEWOOD RANCH
7606 N. 83RD AVENUE
Cloudse Engineering, Inc
ENGINEERS • SURVEYORS
Date 9-17-14
Job No. 140503
2 OF 2
Revised
W. VISTA AVENUE
W. ORANGEWOOD AVENUE
N. 83RD AVENUE
W. NORTHERN AVENUE
W. CAROLE LANE
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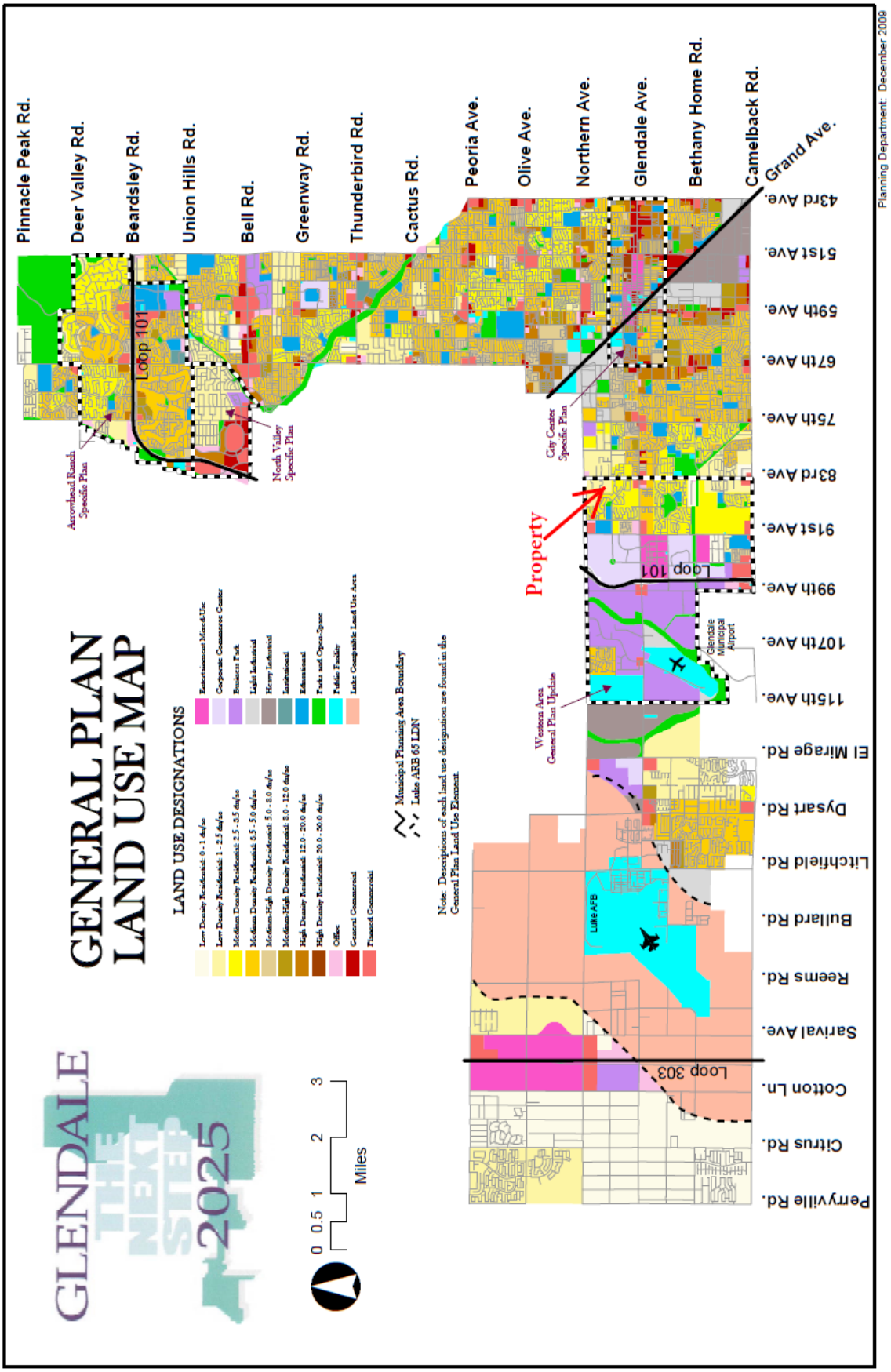
TRACT "F" OPEN SPACE/ RETENTION
TRACT "G" OPEN SPACE/ RETENTION
EMERGENCY ACCESS
UNSUBDIVIDED ZONED A-1
ROVEY FARM ESTATES NORTH BOOK 611, PAGE 3 ZONED R1-10
GARDENIA AVENUE
85TH DRIVE
W. LAURA LANE
SCALE 1" = 60'

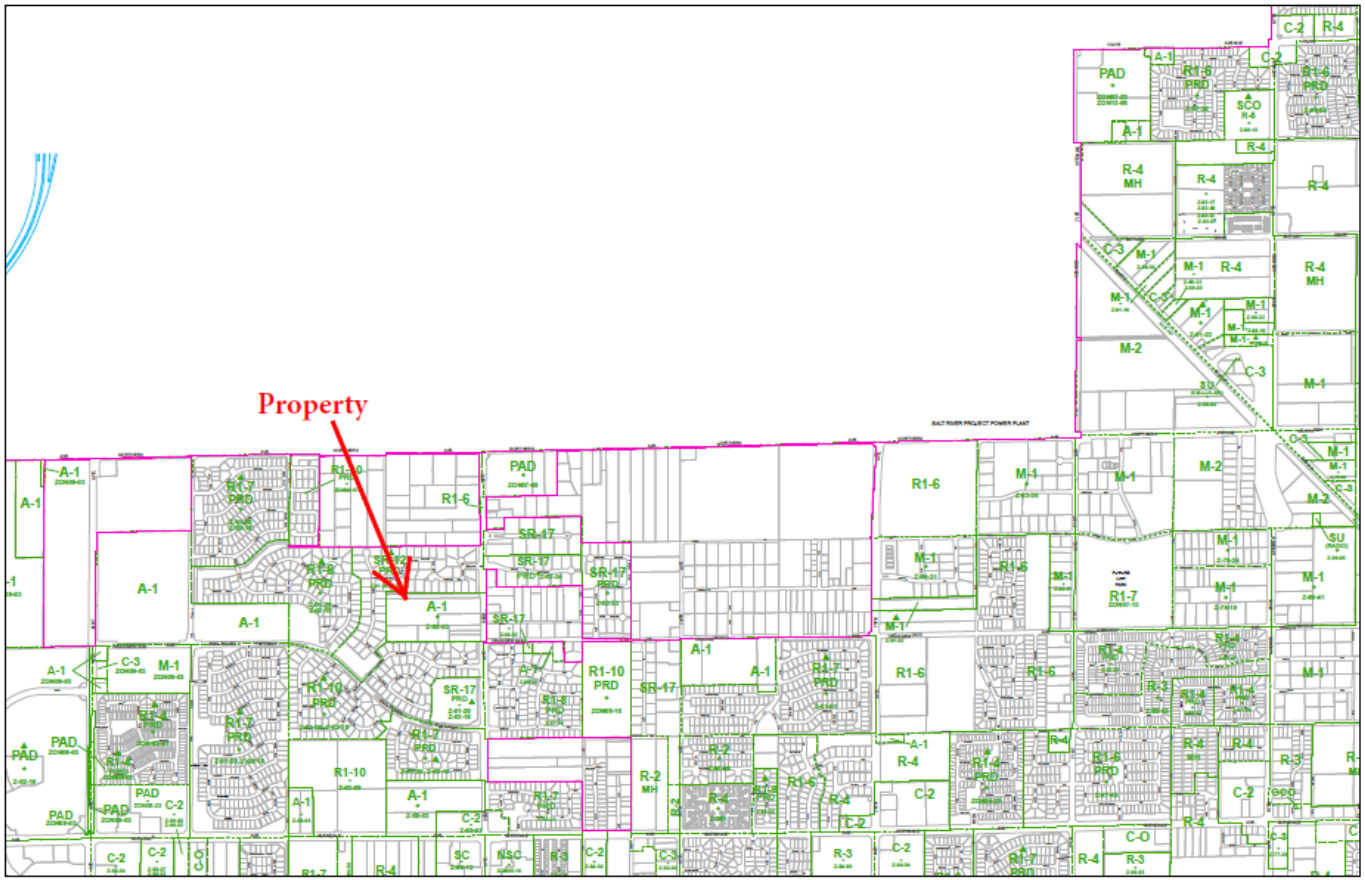
3-25-15

Orangewood Ranch
Minor General Plan Amendment and Rezoning Narrative

Attachment 5


GENERAL PLAN
LAND USE MAP
GLENDALE
THE NEXT STEP
2025
LAND USE DESIGNATIONS
Low Density Residential: 0 - 1 du/ac
Low Density Residential: 1 - 2.5 du/ac
Medium Density Residential: 2.5 - 5.5 du/ac
Medium Density Residential: 5.5 - 8.0 du/ac
Medium-High Density Residential: 5.0 - 8.0 du/ac
Medium-High Density Residential: 8.0 - 12.0 du/ac
High Density Residential: 12.0 - 20.0 du/ac
High Density Residential: 20.0 - 30.0 du/ac
Office
General Commercial
Planned Commercial
Entertainment Mixed-Use
Corporate Commerce Center
Business Park
Light Industrial
Heavy Industrial
Institutional
Educational
Parks and Open Space
Public Facility
Lake Compatible Land Use Area
Municipal Planning Area Boundary
Luke ARB 65 LDN
Note: Descriptions of each land use designation are found in the General Plan Land Use Element.
0 0.5 1 2 3
Miles
Property
Pinnacle Peak Rd.
Deer Valley Rd.
Beardsley Rd.
Union Hills Rd.
Bell Rd.
Greenway Rd.
Thunderbird Rd.
Cactus Rd.
Peoria Ave.
Olive Ave.
Northern Ave.
Glendale Ave.
Bethany Home Rd.
Camelback Rd.
Grand Ave.
Perryville Rd.
Citrus Rd.
Cotton Ln.
Sarival Ave.
Reems Rd.
Bullard Rd.
Litchfield Rd.
Dysart Rd.
El Mirage Rd.
115th Ave.
107th Ave.
99th Ave.
91st Ave.
83rd Ave.
75th Ave.
67th Ave.
59th Ave.
51st Ave.
43rd Ave.
Loop 101
Loop 303
Luke AFB
Glendale Municipal Airport
Arrowhead Ranch Specific Plan
North Valley Specific Plan
City Center Specific Plan
Western Area General Plan Update
Planning Department: December 2009

3-25-15

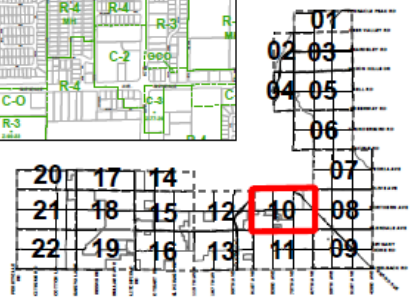


Legend

- City Limits
- Zoning District Boundary
- * Development Conditions attached to Zoning Approval (Reference zoning application number)
- ▲ Zoning Approved Pending Ordinance Adoption

ZONING DISTRICTS

ZONE	GENERAL USE
A-1	A-1
RR-90	Rural Residence
RR-45	Rural Residence
SR-30	Suburban Residence
SR-17	Suburban Residence
SR-12	Suburban Residence
R1-10	Single Residence
R1-8	Single Residence
R1-7	Single Residence
R1-6	Single Residence
R1-4	Single Residence
R-2	Mixed Residence
R-3	Multiple Residence
R-4	Multiple Residence
R-5	Multiple Residence
R-O	Residential Office
C-O	Commercial Office
G-O	General Office
PR	Pedestrian Retail
SC	Shopping Center
C-1	Neighborhood Commercial
C-2	General Commercial
C-3	Heavy Commercial
BP	Business Park
M-1	Light Industrial
M-2	Heavy Industrial
PAD	Planned Area Development
PRD	Planned Residential Development
MH	Mobile Home
SU	Special Use
HP	Historic Preservation
AIO	Airport Impact Overlay
SCO	Senior Citizen Overlay
GCO	Glendale Centerline Overlay



10

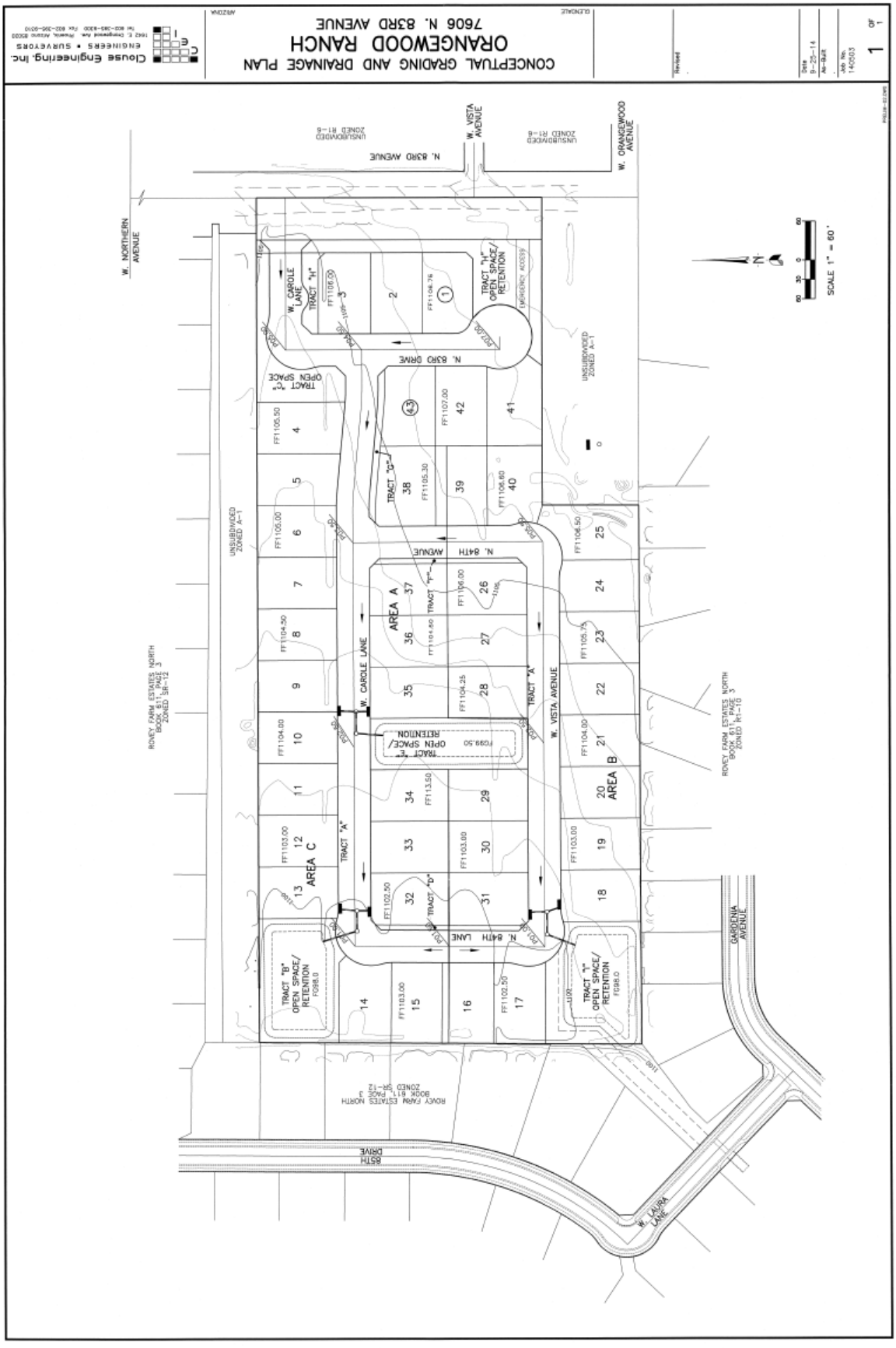
Revised Date 07/2014

City of Glendale – Zoning

Planning: 5850 W. Glendale Avenue, Suite 212

Orangewood Ranch
Minor General Plan Amendment and Rezoning Narrative

Attachment 6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N. 84TH AVENUE
N. 84TH LANE
W. VISTA AVENUE
W. LAURA LANE
GARDENIA AVENUE
85TH DRIVE
TRACT "A"
TRACT "B"
TRACT "C"
TRACT "D"
TRACT "E"
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OPEN SPACE/ RETENTION
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AREA B
AREA C
UNSUBDIVIDED ZONED A-1
UNSUBDIVIDED ZONED R1-6
UNSUBDIVIDED ZONED M1-6
ROVEY FARM ESTATES NORTH BOOK 611, PAGE 3 ZONED SR-12
ROVEY FARM ESTATES NORTH BOOK 611, PAGE 3 ZONED M1-10

Orangewood Ranch
Minor General Plan Amendment and Rezoning Narrative

Attachment 7

3-25-15

PLANT LEGEND

LARGE - MEDIUM CANOPY TREES*

DALBERGIA SISSOO	SISSOO TREE
PARKINSONIA HYBRID'	DESERT MUSEUM (THORNLESS PALO VERDE)
FRAXINUS VELUTINA 'RIO GRANDE'	RIO GRANDE
OLEA EUROPEA 'SWAN HILL'	SWAN HILL FRUITLESS OLIVE
PARKINSONIA PRAECOX	PALO BREA
PROSOPIS SP. 'RIO SALADO'	RIO SALADO MESQUITE
QUERCUS VIRGINIANA	LIVE OAK
ULMUS PARVIFOLIA	CHINESE EVERGREEN ELM

MEDIUM - SMALL CANOPY TREES*

ACACIA ANEURA	MULGA TREE
PITHECELLOBIUM FLEXICAULE	TEXAS EBONY
QUERCUS VIRGINIANA 'HERITAGE'	HERITAGE LIVE OAK
PISTACIA LENTISCUS	MASTIC TREE
PISTACIA SPECIES	RED PUSH PISTACHE
CAESALPINIA CACALACO 'SMOOTHIE'	THORNLESS CASCALOTE

SHRUBS*

BOUGAINVILLEA SPECIES	B. KARST BOUGAINVILLEA
BOUGAINVILLEA 'FLAME'	BUSH BOUGAINVILLEA
CASSIA PHYLLODENIA	SILVERY CASSIA
CASSIA NEMOPHILA	GREEN CASSIA
CAESALPINA PULCHERRIMA	RED BIRD OF PARADISE
EREMOPHILA MACULATA	VALENTINE BUSH
FRAXINUS GREGGII	LITTLE LEAF ASH
LEUCOPHYLLUM CANDIDUM 'THUNDER CLOUD'	THUNDERCLOUD SAGE
LEUCOPHYLLUM FRUTESCENS 'GREEN CLOUD'	GREEN CLOUD SAGE
LEUCOPHYLLUM LANGMANIAE	RIO BRAVO TEXAS SAGE
MUHLENBERGIA CAPILLARIS	REGAL MIST DEER GRASS
MUHLENBERGIA RIGENS	DEER GRASS
NERIUM OLEANDER 'PETITE PINK'	DWARF OLEANDER
RUELLIA PENINSULARIS	BAJA RUELLIA
SOPHORA SECUNDIFLORA	TEXAS MOUNTAIN LAUREL
SIMMONDSIA CHINENSIS	JOJOBA
TECOMA SPECIES	'LYDIA'

ACCENTS*

AGAVE SPECIES	AGAVE
ALOE x BLUE ELF	BLUE ELF ALOE
DASYLIRION WHEELERI	DESERT SPOON
HESPERALOE PARVIFLORA	RED YUCCA

GROUNDCOVER*

ACACIA REDOLENS	DESERT CARPET
CALLISTEMON SPECIES	LITTLE JOHN BOTTLEBRUSH
EUPHORBIA RIGIDA	GOPHER PLANT
LANTANA CAMARA	NEW GOLD LANTANA
LANTANA CAMARA	NEW RED LANTANA
ROSMARINUS 'IRENE'	IRENE ROSEMARY

DECOMPOSED GRANITE - 3/4" SCREENED 2" DEPTH EXPRESS BROWN COLOR

TURF 'MIDIRON HYBRID BERMUDA SOD (OR HYDROSEED VAR. BLACKJACK)) 52550 SQ. FT.

CONCRETE MOW STRIP

* OR OTHER SELECTED SPECIES THAT ARE ON THE AMWUA LOW WATER USE PLANT LIST.

The McGough Group

PRELIMINARY LANDSCAPE PLAN

ORANGEWOOD RANCH

7606 N. 83RD AVENUE, GLENDALE, ARIZONA 85303

OCTOBER 24, 2014

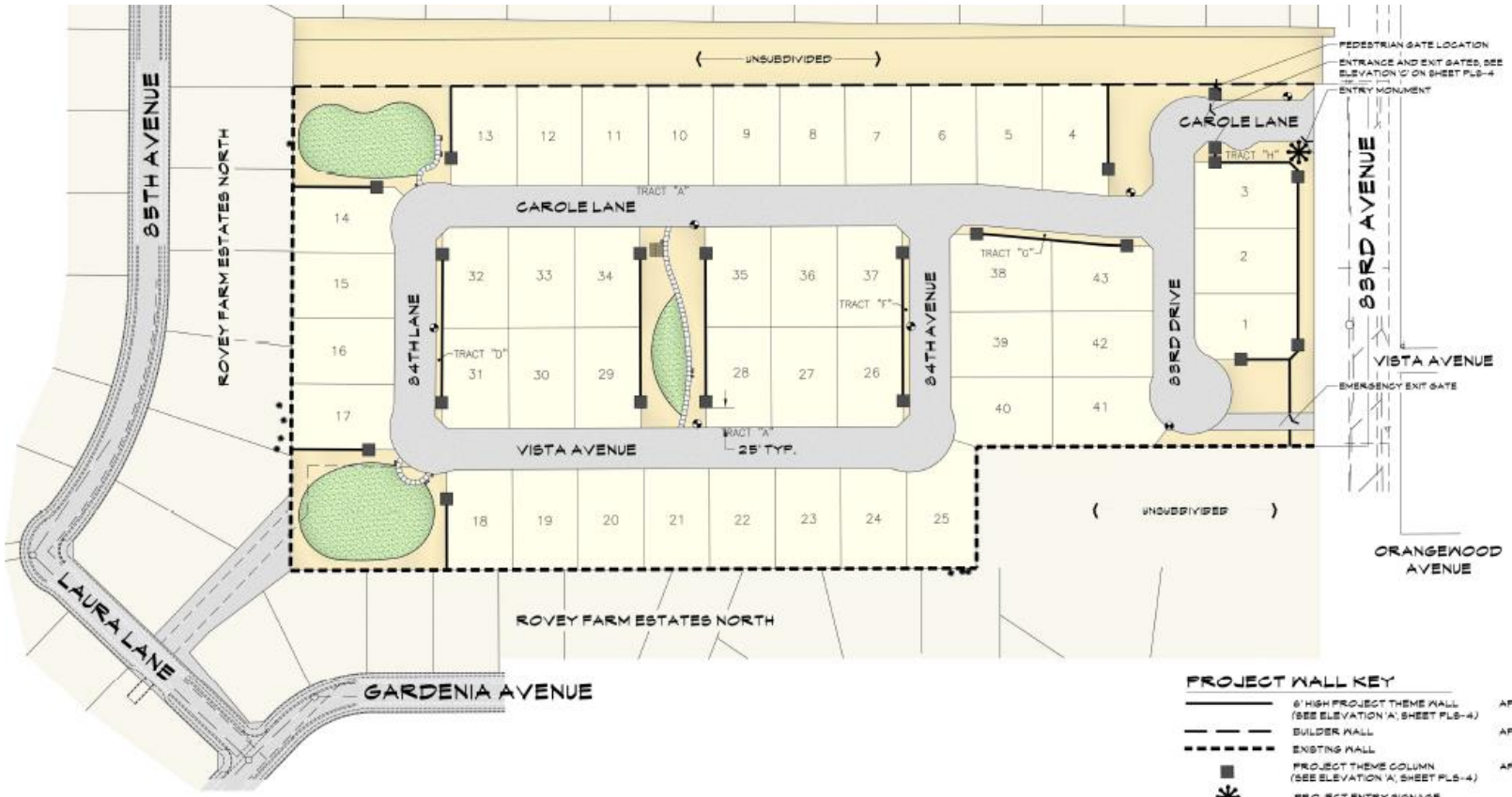
SCALE: 1"=70'-0"

NORTH

0' 70' 140' 210'

PLS-1 OF 4

2



PROJECT WALL KEY

———	6' HIGH PROJECT THEME WALL (SEE ELEVATION 'A', SHEET PLS-4)	APPROX. 1,497 L.F.
— — —	BUILDER WALL	APPROX. 1,248 L.F.
- - - - -	EXISTING WALL	
■	PROJECT THEME COLUMN (SEE ELEVATION 'A', SHEET PLS-4)	APPROX. 21 COLUMNS
✱	PROJECT ENTRY SIGNAGE (SEE ELEVATION 'C', SHEET PLS-4)	

NOTE:
ALL COLUMNS AND WALLS SHALL BE LOCATED OUT OF SIGHT VISIBILITY TRIANGLES AND P.U.E'S.

SCALE: 1"=60'-0"

0' 30' 60' 120' 180'

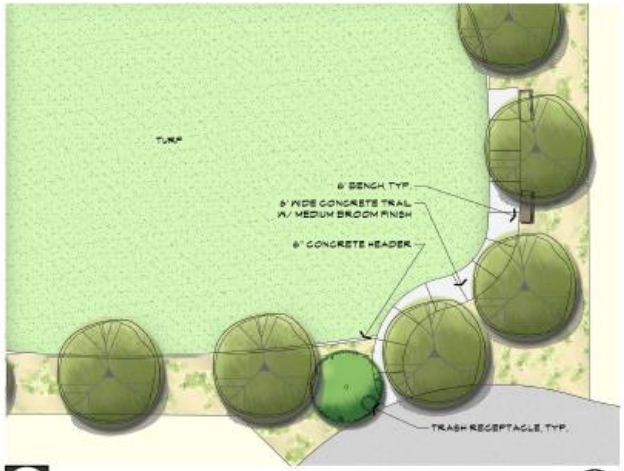
NORTH

The McGough Group

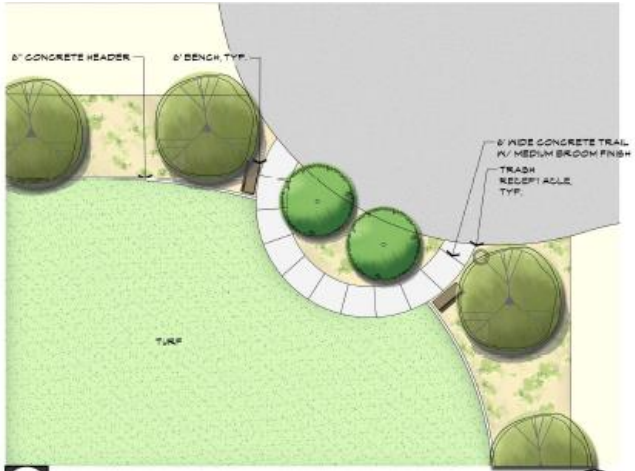
PRELIMINARY WALL PLAN

ORANGEWOOD RANCH

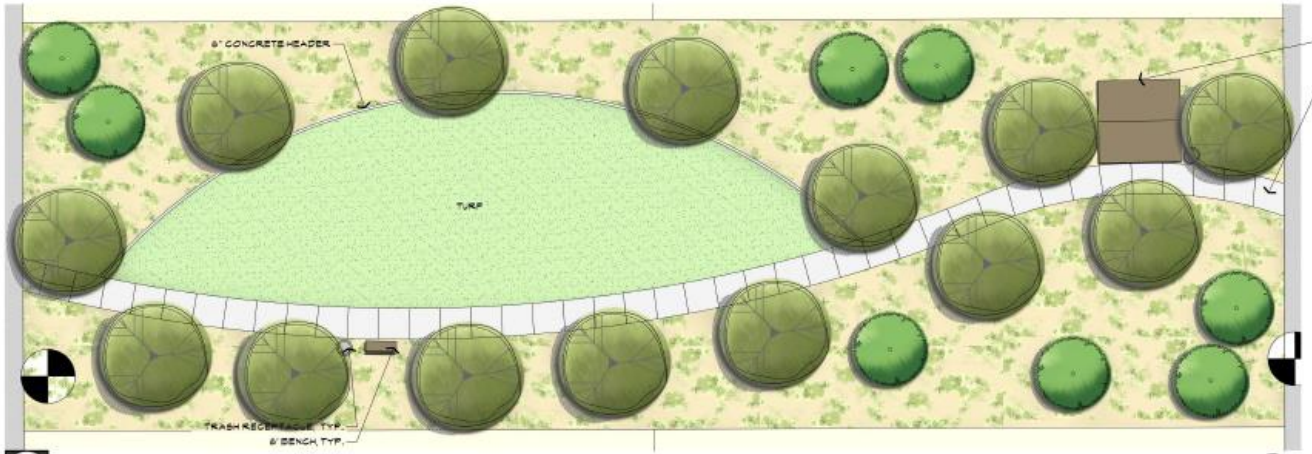
7606 N. 83RD AVENUE, GLENDALE, ARIZONA 85303
OCTOBER 24, 2014



A RECREATIONAL AREA ENGLARGEMENT SCALE: 1"=10'-0"



B RECREATIONAL AREA ENGLARGEMENT SCALE: 1"=10'-0"



C RECREATIONAL AREA ENGLARGEMENT SCALE: 1"=10'-0"

PRELIMINARY DETAILS & ENLARGEMENTS

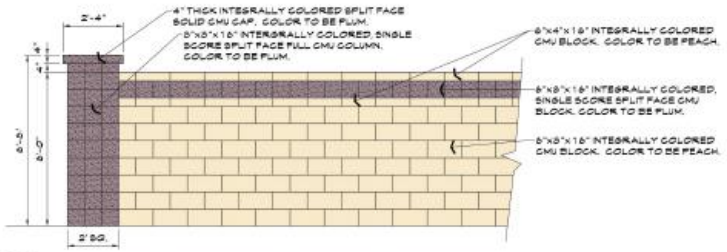
ORANGEWOOD RANCH

7606 N. 83RD AVENUE, GLENDALE, ARIZONA 85303

OCTOBER 24, 2014

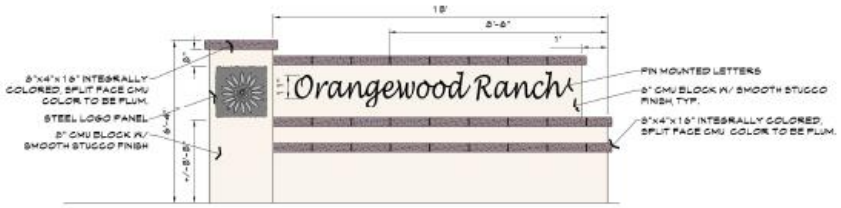
The McGough Group

3-25-15



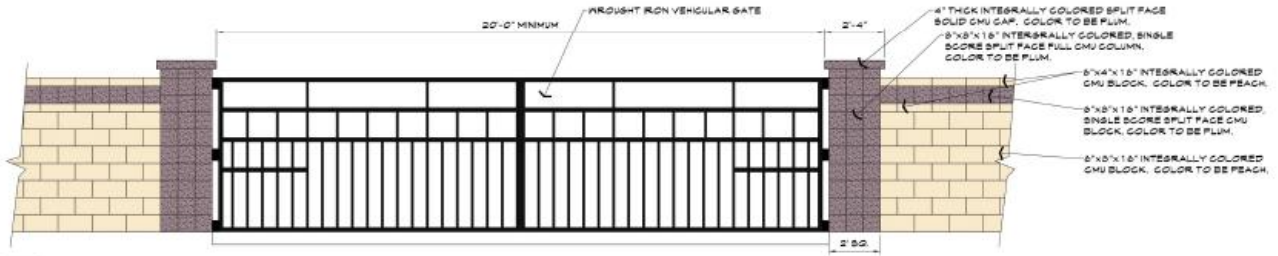
A THEME WALL & COLUMN ELEVATION

SCALE: 1/2"=1'-0"



B ENTRY MONUMENT ELEVATION

SCALE: 1/2"=1'-0"



C ENTRANCE GATE ELEVATION

SCALE: 1/2"=1'-0"

5

The McGough Group

PRELIMINARY DETAILS & ENLARGEMENTS

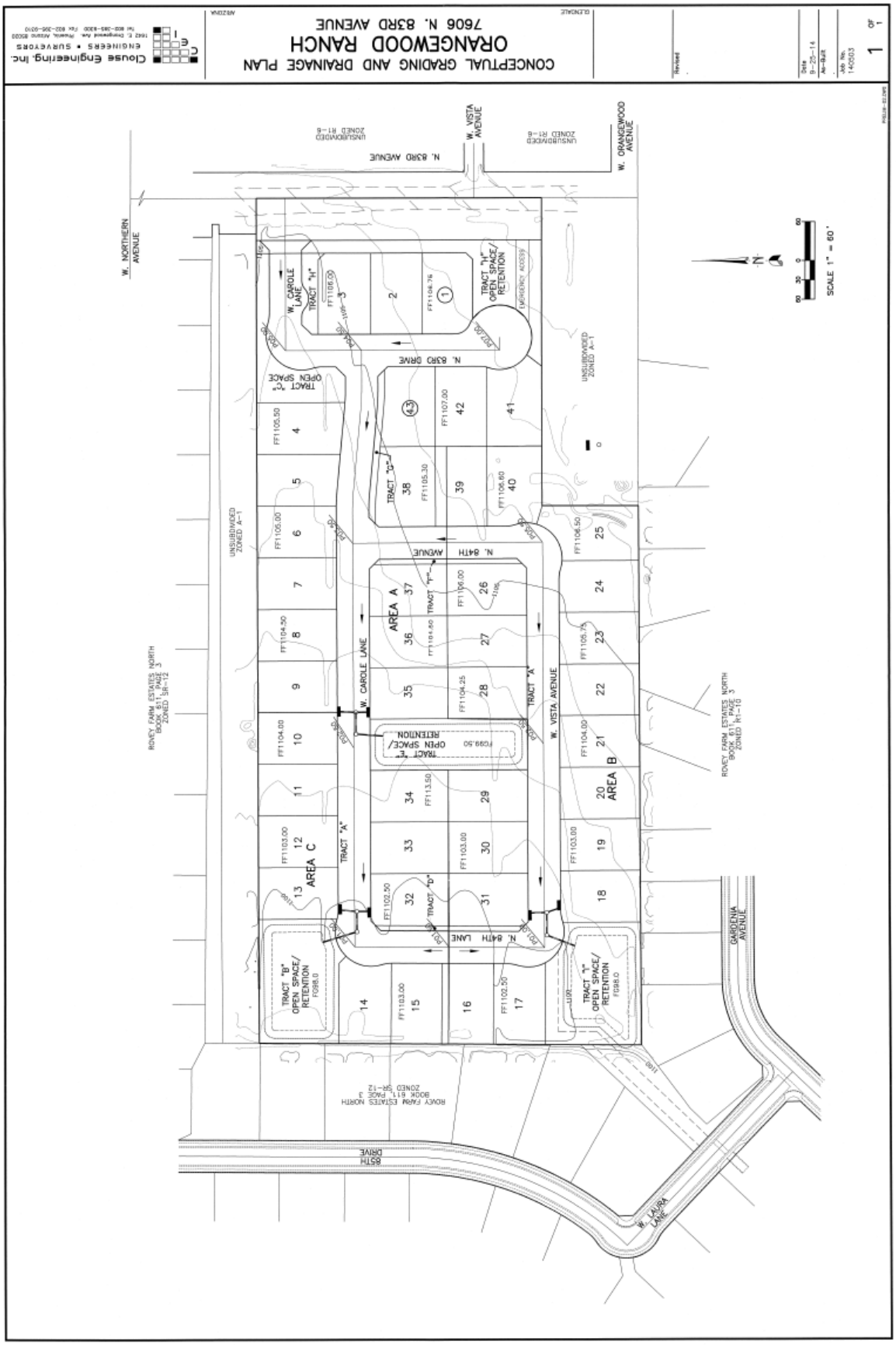
ORANGEWOOD RANCH

7606 N. 83RD AVENUE, GLENDALE, ARIZONA 85303

OCTOBER 24, 2014

Orangewood Ranch
Minor General Plan Amendment and Rezoning Narrative

Attachment 8


CONCEPTUAL GRADING AND DRAINAGE PLAN
ORANGEWOOD RANCH
7606 N. 83RD AVENUE
Clouse Engineering, Inc.
ENGINEERS • SURVEYORS
Job No. 14-0003
Date 9-25-14
As-Built
Revised
1 OF 1
SCALE 1" = 60'
N. 83RD AVENUE
W. VISTA AVENUE
W. ORANGEWOOD AVENUE
W. NORTHERN AVENUE
W. CAROLE LANE
N. 83RD DRIVE
N. 84TH AVENUE
N. 84TH LANE
W. VISTA AVENUE
TRACT "A"
TRACT "B" OPEN SPACE/ RETENTION
TRACT "C" OPEN SPACE
TRACT "D"
TRACT "E" OPEN SPACE/ RETENTION
TRACT "F"
TRACT "G" OPEN SPACE/ RETENTION
TRACT "H"
TRACT "I" OPEN SPACE/ RETENTION
AREA A
AREA B
AREA C
UNSUBDIVIDED ZONED A-1
UNSUBDIVIDED ZONED R1-8
ROVEY FARM ESTATES NORTH BOOK 617, PAGE 3 ZONED SR-12
ROVEY FARM ESTATES NORTH BOOK 617, PAGE 3 ZONED R1-10
GARDENIA AVENUE
85TH DRIVE
W. LAURA LANE

Citizen Participation
Final Report

Orangewood Ranch
General Plan Amendment & Rezoning
7536 North 83rd Avenue
Glendale, Arizona

Case#: GPA 14-04 & ZON 14-06

Prepared by:
Law Office of David Cisiewski, PLLC
11811 North Tatum Blvd.
Suite 1051
Phoenix, AZ 85028

April 24, 2015

LAW OFFICE OF DAVID CISIEWSKI, PLLC
11811 North Tatum Blvd, Suite 1051, Phoenix, AZ 85028
Telephone: 602.953.8729 Facsimile: 602.997.9807 Email: dave@dclawaz.com Web: www.dclawaz.com

April 24, 2015

Mr. Tom Dixon
City of Glendale
Planning Department
5850 West Glendale Avenue
Suite 212
Glendale, Arizona 85301-2599

RE: **Citizens Participation Report**
Orangewood Ranch
GPA 14-04, ZON 14-06, and PP 14-05

Dear Mr. Dixon:

This letter is being forward as the Citizens Participation Report for the above referenced matter to summarize the citizen notice and comment procedures the applicant employed to inform nearby residents and organizations of the proposed zoning actions.

1. Attachments:

Attached are the following as documentation of the neighborhood meeting for the above referenced project which was held on April 23, 2015 at the Glendale City Hall:

a. Attachment 1 - Neighborhood Notification Map
b. Attachment 2 - Neighborhood Notice Letter
c. Attachment 3 - Mailing Addresses for all those notified of the neighborhood meeting
d. Attachment 4 - Meeting Attendance List, April 23, 2015 neighborhood meeting

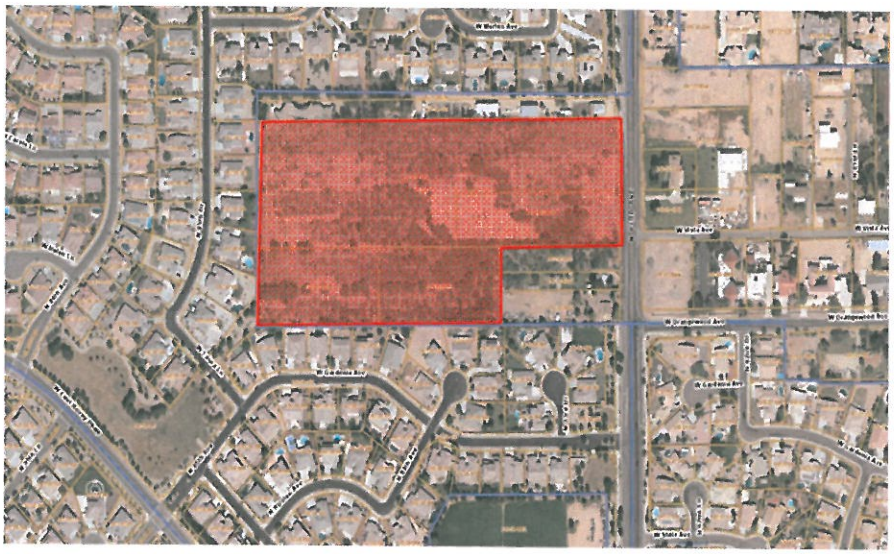
Additionally, I have included as Exhibit 5 a Meeting Attendance List from a prior neighborhood meeting held on April 6, 2015 for these applications.

2. Project Description:

a. Property. The real property which is the subject of these applications is located in Section 3, Township 2 North, Range 1 East of the Gila & Salt River Base & Meridian, Maricopa County, Arizona. The project consists of approximately 16.12 gross acres bounded by 83rd Avenue on the east and Rovey Farms Estates to the south, west and north.

b. Planning & Development History. The property is currently vacant, undeveloped and has recently been used for grazing activities. The property is presently zoned A-1 (Agricultural) in the City of Glendale, Arizona. The existing General Plan designation for the Property is LDR (Low Density Residential 1-2.5 du/ac).

c. Surrounding Conditions. The following is a visual depiction and description of zoning and General Plan designations for land adjacent to and surrounding Property:



NORTH: The land immediately abutting the Property is occupied by a business with this long & narrow parcel is zoned A-1 (Agricultural). The existing residential lots further to the north are zoned SR-12 in the City of Glendale with all the land to the north having a General Plan Land Use designation of Low Density Residential (0-1 du/ac).

EAST: The land east of the Property, across 83rd Avenue, is comprised of larger residential lots, some of which have been developed and some of which remain vacant. These lots are currently zoned R1-6 within the jurisdiction of Maricopa County and have a General Plan Land Use designation of Low Density Residential (0-1 du/ac).

SOUTH: The land to the south is fully developed for single family residential uses as part of Rovey Farms Estates. This land is zoned R1-10 in the City of Glendale with a General Plan Land Use designation of Medium Density Residential (2.5-3.5 du/ac).

WEST: The land to the west is fully developed for single family residential uses as part of Rovey Farms Estates. This land is zoned SR-12 in the City of Glendale with a General Plan Land Use designation of Medium Density Residential (2.5-3.5 du/ac).

d. Requested Zoning Amendments. The land use applications related to this Citizen Participation program include the following:

i. Minor General Plan Amendment to modify the current General Plan Land Use designation for the Property from LDR (Low Density Residential 1-2.5 du/ac) to MDR (Medium Density Residential 2.5-3.5 du/ac) to allow the development 43 single family lots. The current General Plan Designation for the Property as Low Density Residential (1-25.du/ac).

ii. Rezoning of the Property from A-1 (Agricultural) to R1-8 (Single Residence) to allow for development of the Property as a gated community with 43 single family detached residences with an average lot size of 80' x 123'. This proposed plan of residential development will provide for a density of approximately 2.67 du/ac.

iii. A Preliminary Plat for 43 single family detached lots, with an average lot size of 80' x 123' for a residential density of 2.67 du/ac, including approximately 2.43 acres of open space or 15.1% of the gross land area.

3. Neighborhood Notification:

Notices of the neighborhood meeting were mailed to all property owners within 500 feet from the property boundaries, as well as those other interested parties provided by the City of Glendale. These notice letters were mailed on March 18, 2015 for the initial neighborhood meeting held on April 6, 2015 and mailed again on April 13, 2015 for the April 23, 2015 neighborhood meeting.

In addition to the above Applicant coordinated neighborhood meetings, the Applicant attend the Board meeting of the Rovey Farms HOA on August 19, 2014 and again on March 17, 2015 to introduce and further discuss the project with the Rovey Farms Board and residents in attendance.

4. Summary Neighborhood Meetings:

a. The following is a summary of the neighborhood meeting held on April 6, 2015:

i. The meeting commenced at 6:00 pm and ended at approximately 7:00pm

ii. The meeting was attended by representatives of this firm on behalf of the Applicant.

iii. 7 residents attended the meeting.

iv. The meeting was commenced with a description of the proposed project and the three current land use applications Copies of an aerial photo of the Property and surrounding area, the proposed site plan and landscaping plan were presented and described in detail to those in attendance.

b. The following is a summary of the neighborhood meeting held on April 23, 2015:

i. The meeting commenced at 6:00 pm and ended at approximately 7:15pm.

ii. The meeting was attended by representatives of this firm on behalf of the Applicant and a representative of the City of Glendale.

iii. 13 residents attended the meeting.

iv. The meeting was commenced with a description of the proposed project and the three current land use applications Copies of an aerial photo of the Property and surrounding area, the proposed site plan and landscaping plan were presented and described in detail to those in attendance

5. Citizen Comments and Questions:
The following is a summary of comments and questions posed by those in attendance at the neighborhood meetings:

Question: What type of improvements will be completed along 83rd Avenue?

Response: The Applicant will be required to complete general half-street improvements, including curb, gutter, sidewalk and landscaping.

Question: Will this development cause any work to be done on the existing wall located along the south, west and north boundary line of the property?

Response: At the present time, the developer does not contemplate any work on this wall as it is not located on the property and is the responsibility of the existing homeowners and/or HOA.

Question: How will the property be drained and will this drainage affect the adjoining lots in Rovey Farms?

Response: As required by the City of Glendale, the property is required to hold its own storm water and retentions basins have been designed and located within the development to accommodate this retention and storm water volume. These will be further reviewed and evaluated by City staff through the platting and development process.

Question: Will there be 2-story homes within the development and along the southern boundary line of the property?

Response: The developer is currently planning for 2-story homes within the development, but the final design of the future residences has not yet been completed. As requested by the Rovey Farms HOA Board at prior HOA Board meetings, the developer agreed to consider not locating 2-story homes along the west and north boundary lines of the property as the adjoining lots within Rovey Farms are all single-story homes. However, since there are 2-story homes already existing within Rovey Farms abutting the south boundary line of the Property, the developer would prefer to be able to build similar homes along the south boundary line of the project.

Question: How will water and sewer be provided to the property?

Response: As requested by City of Glendale staff, the developer has meet on several occasions with the Board for the Rovey Farms HOA and discussed a new water and sewer easement in favor of the City so as to provide a connection into the existing City water and sewer lines within Rovey Farms located in West Laura Lane.

Question: What type of dust control will be implemented at the project during construction?

Response: Dust control is heavily regulated by Maricopa County and the developer and contractor will comply with all dust control requirements.

Question: Does the project include the 2 small lots to the south?

Response: No, those lots are individually owned and are not part of the Orangewood Farms project.

Question: Does the project include the long property to the north?

Response: No, that lot is individually owned and not part of the Orangewood Farms project.

Question: Will the irrigation line along 83rd Avenue be shut down.

Response: No, that line will be piped underground as necessary and required and continue to provide irrigation water to the properties to the south.

Should you have any questions or require any further information, please do not hesitate to contact my office.

Thank you.

Sincerely,

David Cisiewski, Esq.

Attachment 1

Neighborhood Notification Map

Attachment 2
Neighborhood Notice Letter

LAW OFFICE OF DAVID CISIEWSKI, PLLC
11811 North Tatum Blvd, Suite 1051, Phoenix, AZ 85028
Telephone: 602.953.8729 Facsimile: 602.997.9807 Email: dave@dclawaz.com Web: www.dclawaz.com

April 13, 2015

Notice of Neighborhood Meeting

Project: Orangewood Farms, generally located north of the northwest corner of 83rd Avenue and Orangewood Avenue, Glendale, Arizona

Description: The owner of the property has filed an application for a Minor General Plan Amendment, Rezoning, and a Preliminary Plat to allow for the development of a gated, 43 lot single family detached residential development.

Request: Minor General Plan Amendment, Rezoning to R1-8 zoning district, and Preliminary Plat

The purpose of this letter is to inform you of a neighborhood meeting regarding the above referenced project in compliance with Glendale's citizen participation process. This meeting is scheduled to inform interested parties about the proposed residential development, lot design, and land uses and to answer any questions regarding the project.

The neighborhood meeting information is as follows:

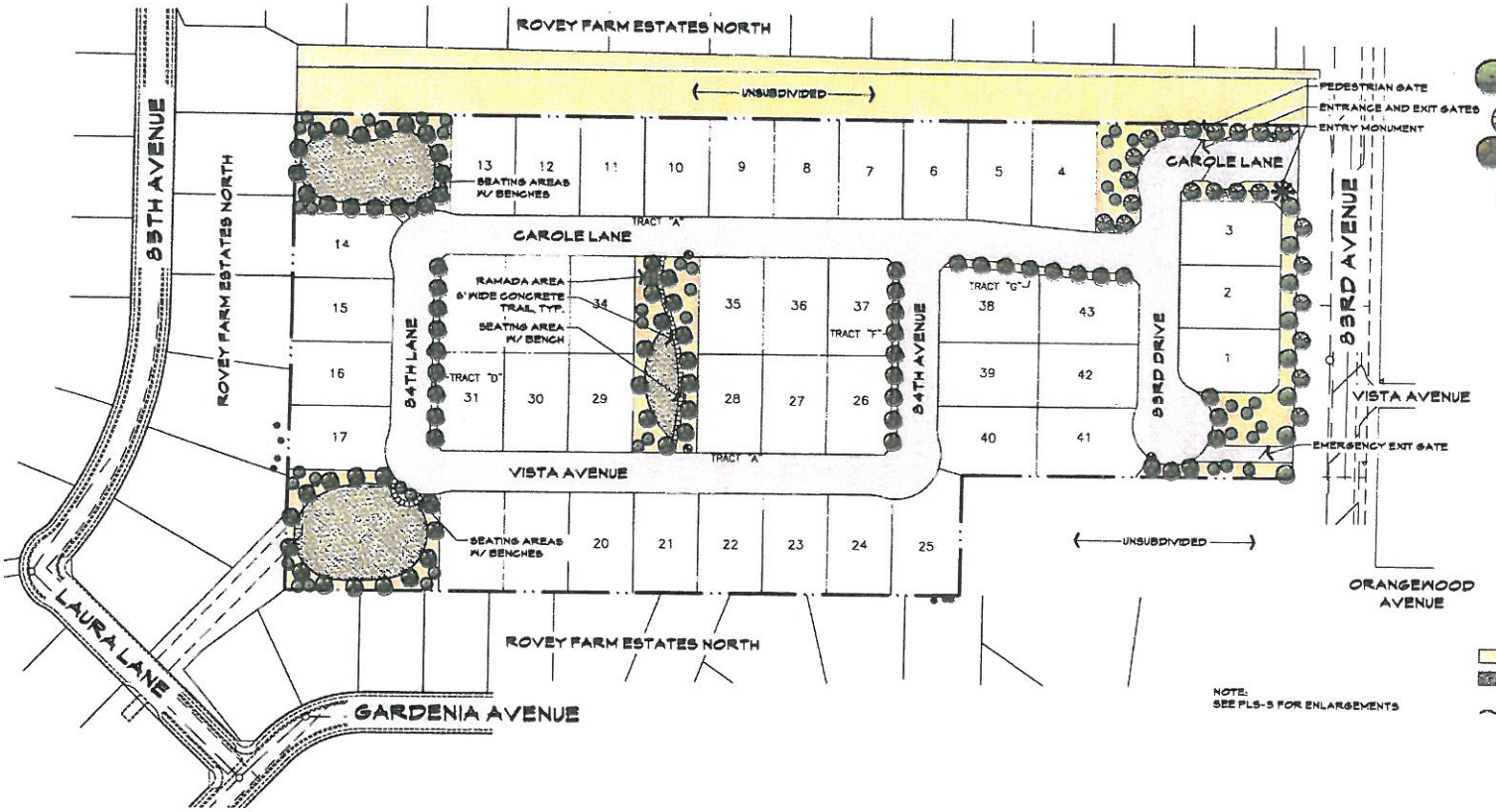
Date: **April 23, 2015**
Time: **6:00 pm**
Location: **Glendale City Hall**
Meeting Room B-5
5850 West Glendale
Glendale, AZ 85301
(623) 930-2000

You are invited to attend this meeting to learn about this proposed development of the property and make your opinions known. In the event you are not able to attend the meeting but have questions or comments regarding the project, please feel free to contact me at 602-953-8729 or by email at Dave@DCLAWAZ.com. You may also contact Tom Dixon, Senior Planner, with the City of Glendale at (623) 930-2553 or TDixon@GLENDALEAZ.COM .

Sincerely,

David Cisiewski, Esq.

Attachments: Proposed Plat/Site Plan



NOTE:
SEE PLS-3 FOR ENLARGEMENTS

PLANT LEGEND

LARGE - MEDIUM CANOPY TREES*

DALBERGIA SISSOO	SISSOO TREE
PARKINSONIA 'HYBRID'	DESERT MUSEUM (THORNLESS PALO VERDE)
FRAXINUS VELUTINA 'RIO GRANDE'	RIO GRANDE PAN-TEX ASH
OLEA EUROPEA 'SWAN HILL'	SWAN HILL FRUITLESS OLIVE
PARKINSONIA PRAECOX	PALO BREA
PROSOPIS SP. RIO SALADO	RIO SALADO MESQUITE
QUERCUS VIRGINIANA	LIVE OAK
ULMUS PARVIFOLIA	CHINESE EVERGREEN ELM

MEDIUM- SMALL CANOPY TREES*

ACACIA ANEURA	MULGA TREE
PITHECELLODIUM FLEXICAULE	TEXAS EBONY
QUERCUS VIRGINIANA 'HERITAGE'	HERITAGE LIVE OAK
PISTACIA LENTISCUS	MASTIC TREE
PISTACIA SPECIES	RED PUSH PISTACHE
CAESALPINIA CACALACO 'SMOOTHIE'	THORNLESS CASCALOTE

SHRUBS*

BOUGAINVILLEA SPECIES	B. KARST BOUGAINVILLEA
BOUGAINVILLEA 'FLAME'	BUSH BOUGAINVILLEA
CASSIA PHYLLODENIA	SILVERY CASSIA
CASSIA NEMOPHILA	GREEN CASSIA
CAESALPINIA PULCHERRIMA	RED BIRD OF PARADISE
EREMOPHILA MACULATA	VALENTINE BUSH
FRAXINUS GREGGII	LITTLE LEAF ASH
LEUCOPHYLLUM CANDIDUM 'THUNDER CLOUD'	THUNDERCLOUD SAGE
LEUCOPHYLLUM FRUTESCENS 'GREEN CLOUD'	GREEN CLOUD SAGE
LEUCOPHYLLUM LANGMANAE	RIO BRAVO TEXAS SAGE
MUHLENBERGIA CAPILLARIS	REGAL MIST DEER GRASS
MUHLENBERGIA RIGENS	DEER GRASS
NERIUM OLEANDER 'PETITE PINK'	DWARF OLEANDER
RUELLIA PENINSULARIS	BAJA RUELLIA
SOPHORA SECUNDIFLORA	TEXAS MOUNTAIN LAUREL
SIMMONDSIA CHINENSIS	JOJOBA
TECOMA SPECIES	'LYDIA'

ACCENTS*

AGAVE SPECIES	AGAVE
ALOE x BLUE ELF	BLUE ELF ALOE
DASYLIRION WHEELERI	DESERT SPOON
HESPERALOE PARVIFLORA	RED YUCCA

GROUNDCOVER*

ACACIA REDOLENS	DESERT CARPET
CALLISTEMON SPECIES	LITTLE JOHN BOTTLEBRUSH
EUPHORBIA RIGIDA	GOPHER PLANT
LANTANA CAMARA	NEW GOLD LANTANA
LANTANA CAMARA	NEW RED LANTANA
ROSMARINUS 'IRENE'	IRENE ROSEMARY

DECOMPOSED GRANITE - 3/4" SCREENED 2" DEPTH 'EXPRESS BROWN' COLOR

TURF MIDIRON' HYBRID BERMUDA SOD (OR HYDROSEED VAR. BLACKJACK): 32,850 SQ. FT.

CONCRETE MOW STRIP

* OR OTHER SELECTED SPECIES THAT ARE ON THE AMWUA LOW WATER USE PLANT LIST.

The McGough Group

PRELIMINARY LANDSCAPE PLAN

ORANGEWOOD RANCH

7606 N. 83RD AVENUE, GLENDALE, ARIZONA 85303

OCTOBER 24, 2014

SCALE: 1"=70'-0"

NORTH

0' 70' 140' 210'

Attachment 3

Mailing Addresses for all those notified of the neighborhood meeting

ADAMS TANDY YOUNG/SANDRA JO TR
7713 N 84TH LN
GLENDALE, AZ 85305

PYNE JULIE A/TODD A
7709 N 84TH LN
GLENDALE, AZ 85305

BAIN DONNON R/ETSUKO
7705 N 84TH LN
GLENDALE, AZ 85305

COWEY STEVE L/MICHELE D
7701 N 84TH LN
GLENDALE, AZ 85305

MIDDLETON DAVID FRANK/RENEE ANN
8479 W MORTON AVE
GLENDALE, AZ 85305

AGUILAR JUAN JOSE/MARGARET E
8483 W MORTEN AVE
GLENDALE, AZ 85305

THACH LY/MYPHUNG
8487 W MORTEN AVE
GLENDALE, AZ 85305

BUNN JARED
7595 N 85TH DR
GLENDALE, AZ 85305

RAMOS ROBERTO/GABRIELA
7591 N 85TH DR
GLENDALE, AZ 85305

BROOKS JUSTIN/AMY
7461 N 85TH DR
GLENDALE, AZ 85305

KIM JANE
7453 N 85TH DR
GLENDALE, AZ 85305

FIGGER CHARLES L/CHASE SHANNON L
7317 N 85TH DR
GLENDALE, AZ 85305

SANTILLAN REYNA/GARCIA MAURICIO
7437 N 85TH DR
GLENDALE, AZ 85305

BINGHAM MATTHEW G/WENDY K
9518 N 83RD DR
PEORIA, AZ 85345

MEDINA JONATHAN E/HOLLY
5325 W MOHAVE ST
PHOENIX, AZ 85043

LUCAS AND MARTHA CANTON FAMILY TRUST
8241 W CALLE DE MONTALVO
GLENDALE, AZ 85303

HALL HUGH R
6775 DOVER LN
SHOW LOW, AZ 85901

BAKER CHAD E/ANGELA Y
8424 W GARDENIA AVE
GLENDALE, AZ 85305

JUACALLA ROMEO P/IRENN U
8420 W GARDENIA AVE
GLENDALE, AZ 85305

LINDHOLM MATHEW/WENDY
8416 W GARDENIA AVE
GLENDALE, AZ 85305

BIELLO JAMES S/AUNG BRIAN L
158 RIDGE HAVEN WAY
OCEANSIDE, CA 92057

ZAK ROBERT G/NANCY A
8408 W GARDENIA AVE
GLENDALE, AZ 85305

VANKO THOMAS R/GAIL A
8404 W GARDENIA AVE
GLENDALE, AZ 85305

IM ROBIN
7402 N 84TH AVE
GLENDALE, AZ 85305

GUTIERREZ ORLANDO A
7406 N 84TH AVE
GLENDALE, AZ 85305

MARAMBA VIC SIAPNO
2694 LA VERE DR
LONG BEACH, CA 90810

IBARRA PATRICK/ESTY IBARRA KRISTIN TR
7409 N 84TH AVE
GLENDALE, AZ 85305

COMFORT ELWOOD M/CONNIE S
7405 N 84TH AVE
GLENDALE, AZ 85305

PEARCE BRIAN D/CORRIN D
8441 W NORTHVIEW AVE
GLENDALE, AZ 85305

CASA DE ENSUENO HOMEOWNERS ASSOCIATION
5325 W MOHAVE
PHOENIX, AZ 85043

CASA DE ENSUENO HOMEOWNERS ASSOCIATION
5325 W MOHAVE
PHOENIX, AZ 85043

CASA DE ENSUENO HOMEOWNERS ASSOCIATION
5325 W MOHAVE
PHOENIX, AZ 85043

BJERKE WILLIAM A/MARY E
8261 W GARDENIA AVE
GLENDALE, AZ 85303

FOWLER JOEL N/THERESA M
8267 W GARDENIA AVE
GLENDALE, AZ 85303

LEE CHRYSTAL A
8273 W GARDENIA AVE
GLENDALE, AZ 85303

ROVEY FARM ESTATES HOA
9633 S 48TH ST STE 150
PHOENIX, AZ 85044

ROVEY FARM ESTATES HOA
9633 S 48TH ST STE 150
PHOENIX, AZ 85044

ROVEY FARM ESTATES HOA
9633 S 48TH ST STE 150
PHOENIX, AZ 85044

ROVEY FARM ESTATES HOA
9633 S 48TH ST STE 150
PHOENIX, AZ 85044

TOYNE ERIC R
8268 W GARDENIA AVE
GLENDALE, AZ 85303

TURNER MARCELLA/ROBERT M
8262 W GARDENIA AVE
GLENDALE, AZ 85303

WYKE FAMILY LIVING TRUST
7425 N 82ND DR
GLENDALE, AZ 85303

ROVEY FARM ESTATES HOA
9633 S 48TH ST STE 150
PHOENIX, AZ 85044

ROVEY FARM ESTATES HOA
9633 S 48TH ST STE 150
PHOENIX, AZ 85044

ROVEY FARM ESTATES HOA
9633 S 48TH ST STE 150
PHOENIX, AZ 85044

TRINH THUONG HOANG
6289 S MOCCASIN DR
GILBERT, AZ 85298

LY PHUONG T/WHYTE CHARLES S
18485 MURPHY SPRINGS CT
MORGAN HILL, CA 95037

LUCENTE DAVID A/JESSICA L
7525 N 86TH AVE
GLENDALE, AZ 85305

HALDORSEN OLE/BARBARA G
7529 N 86TH AVE
GLENDALE, AZ 85305

DELGADO JESUS R
7533 N 86TH AVE
GLENDALE, AZ 85305

MCCARTHY KYLE E/KIMBERLY A
7537 N 86TH AVE
GLENDALE, AZ 85305

TALAL MELISSA ANN
7591 N 86TH AVE`
GLENDALE, AZ 85305

SALLOUM KATHERINE M/MAZEN G
7595 N 86TH AVE
GLENDALE, AZ 85305

ROZANSKY LANCE E/MICHELE L
7599 N 86TH AVE
GLENDALE, AZ 85305

KAUR GAGANDEEP
7603 N 86TH AVE
GLENDALE, AZ 85305

GONZALEZ SALVADOR/MARY N
7607 N 86TH AVE
GLENDALE, AZ 85305

NELSON RAYMOND/CARMEN
7401 N 84TH AVE
GLENDALE, AZ 85305

FETZER JACOB WILLIAM JR/LESLIE LYNN
7402 N 83RD DR
GLENDALE, AZ 85305

RYAN BRIDGET/TIMOTHY TR
7406 N 83RD DR
GLENDALE, AZ 85303

NUNEZ GABRIEL J
7410 N 83RD DR
GLENDALE, AZ 85305

GILL JEROME HERMAN/LATOMA G
7407 N 83RD DR
GLENDALE, AZ 85305

SELIN DOUGLAS A/CARRIE A
7403 N 83RD DR
GLENDALE, AZ 85305

SMITH STEVEN W/CHECKETTES-SMITH KAREN TR
8351 W GARDENIA AVE
GLENDALE, AZ 85305

SNOW TIMOTHY/JANICE L
8355 W GARDENIA AVE
GLENDALE, AZ 85305

JOHN D AND DEBRA K CARTER FAMILY TRUST
8359 W GARDENIA AVE
GLENDALE, AZ 85305

BROWNE PAUL R/MEADOW D
8363 W GARDENIA AVE
GLENDALE, AZ 85305

STANIKZAI HEDAYAT
8367 W GARDENIA AVE
GLENDALE, AZ 85305

TURICO BRIAN M/OSTROM TARA M
8371 W GARDENIA AVE
GLENDALE, AZ 85303

TRAN QUYNH ANH
8401 W GARDENIA AVE
GLENDALE, AZ 85305

HAYDARI GITA/SWETA/SUHEILA/SORAYA
8405 W GARDENIA AVE
GLENDALE, AZ 85305

GRANT YON/DARRELL
8409 W GARDENIA AVE
GLENDALE, AZ 85305

TURNER JOHN W/SUSAN L
8413 E GARDENIA
GLENDALE, AZ 85305

GUERRERO ANTONIO H
8417 W GARDENIA AVE
GLENDALE, AZ 85305

BOOTH ALLEN M JR
8421 W GARDENIA AVE
GLENDALE, AZ 85305

ALTREE JAY MARTIN/ESTELLA
7359 N 85TH AVE
GLENDALE, AZ 85305

GONDEC ANDREI/MARIA
7351 N 85TH AVE
GLENDALE, AZ 85305

GRASS ERIC J/BEVERLE J
7302 N KIRSTEN AVE
GLENDALE, AZ 85305

BRANIGAN ANDREW C
7306 N KIRSTEN AVE
GLENDALE, AZ 85305

ANGELES JOSE M/ETHEL WOLDS AGRES
7310 N KIRSTEN AVE
GLENDALE, AZ 85303

BLACK DELBERT R/MICHELLE L
7318 N KIRSTEN AVE
GLENDALE, AZ 85305

WORKMAN DARYL H/HUGH LENE TR
7326 N KIRSTEN AVE
GLENDALE, AZ 85305

REIMAN CASEY TODD
7334 N KIRSTEN A
GLENDALE, AZ 85305

WEST GLENN ESTATES HOMEOWNERS ASSOCIATION
17220 N BOSWELL BLVD STE 140
SUN CITY, AZ 85373

WEST GLENN ESTATES HOMEOWNERS ASSOCIATION
17220 N BOSWELL BLVD STE 140
SUN CITY, AZ 85373

WEST GLENN ESTATES HOMEOWNERS ASSOCIATION
17220 N BOSWELL BLVD STE 140
SUN CITY, AZ 85373

HINRICHS KEVIN J/JULIE A
7355 N 84TH AVE
GLENDALE, AZ 85305

DRENSEK PATRICIA A/PARREN ROBERT C
7325 N KIRSTEN AVE
GLENDALE, AZ 85305

TRINIDAD JAMES/MARIAN
7317 N KIRSTEN AVE
GLENDALE, AZ 85305

MKT PROPERTIES LLC
PO BOX 1551
GLENDALE, AZ 85311

MKT PROPERTIES LLC
PO BOX 1551
GLENDALE, AZ 85311

MKT PROPERTIES LLC
PO BOX 1551
GLENDALE, AZ 85311

MKT PROPERTIES LLC
PO BOX 1551
GLENDALE, AZ 85311

ROVEY LARRY D/LINDA
8383 W COTTON BLOSSOM TRL
GLENDALE, AZ 85035

SARACCO MARIO J
8553 W LAURA LN
GLENDALE, AZ 85303

NGUYEN RICHARD C
8557 W LAURA LN
GLENDALE, AZ 85305

GARBETT REUBEN/JENNIFER
8561 W LAURA LN
GLENDALE, AZ 85305

DURAN MICHAEL J III/VALENTINA
7430 N 85TH DR
GLENDALE, AZ 85305

GUPTA PRAMOD KUMAR/MALAVIKA
3801 N 7TH AVE
PHOENIX, AZ 85013

ROUND MARK C/NANCY M
2708 ANGEL CIR
SIMI VALLEY, CA 93063

HUYNH HUNG
7322 N 85TH DR
GLENDALE, AZ 85303

ZEIGER ERIK LAWRENCE/BARBARA JANE
7590 N 85TH DR
GLENDALE, AZ 85305

LUCAS PROPERTIES ARIZONA LLC
4142 W TIERRA BUENA
PHOENIX, AZ 85053

CUEVAS RIGOBERTO CUADRAS/ELENES ROSARIO VALDE
7316 N 90TH LN
GLENDALE, AZ 85305

VISOAN AUREL
7602 N 85TH DR
GLENDALE, AZ 85305

ESPINOZA MARK A
7706 N 85TH DR
GLENDALE, AZ 85305

WEBER JAMES D JR/ARDEANNA M
7710 N 85TH DR
GLENDALE, AZ 85305

GARRETT JIMMY G/MARYBETH
7711 N 85TH DR
GLENDALE, AZ 85305

DAWSON STEVE/MARY T BOWE
7707 N 85TH DR
GLENDALE, AZ 85305

HUNOLD ALEXANDER W/JOANNE JULIUS TR
7702 N 84TH LN
GLENDALE, AZ 85305

RIKERT DUSTIN J/BENSON-RIKERT LORI A
7706 N 84TH LN
GLENDALE, AZ 85305

LOWRY KENNETH R JR/GATES SHIRLEY E
7710 N 84TH LN
GLENDALE, AZ 85305

SKINNELL BRIAN K/MISCHAELLE S
7718 N 84TH LN
GLENDALE, AZ 85305

LEWIS SHERWIN E
7617 N 83RD AVE
GLENDALE, AZ 853030000

BLAKEMORE REVOCABLE LIVING TRUST
7707 N 84TH AVE
GLENDALE, AZ 85305

PRUETZ NATHAN/NICOLE
8360 W MORTEN AVE
GLENDALE, AZ 85305

RAMIREZ RICHARD E/JULIA/SPIVEY DANIEL/AMPARO
8356 W MORTEN AVE
GLENDALE, AZ 85305

CLARK DEBRA G/MARK L
7710 N 83RD DR
GLENDALE, AZ 85303

WRIGHT JESSE J REVOCABLE TRUST
PO BOX 628
PEORIA, AZ 85380

FIRST CHURCH OF CHRIST SCIENTIST GLENDALE
8228 W ORANGEWOOD
GLENDALE, AZ 85303

NALL RONALD M SR & ARIE E TR
17801 N 55TH ST
SCOTTSDALE, AZ 852540000

PATEL NEIL S/PATEL KULVINDER
7713 N 83RD DR
GLENDALE, AZ 85305

MAGNUSSON STANLEY L/TONI R
10215 E HICKORY RIDGE DR
ROCHELLE, IL 61068

SHOEMAKER RICHARD/SMITH DEBRA
7701 N 83RD DR
GLENDALE, AZ 85305

NGUYEN NHUNG/DECANO TOMMIE GLENN
8351 W MORTEN AVE
GLENDALE, AZ 85305

SLOAN CHARLES L/KATHY L
8355 W MORTEN AVE
GLENDALE, AZ 85303

CROWLEY WILLIAM S
8359 W MORTEN AVE
GLENDALE, AZ 85305

GORMLEY JAMES M/KAREN
8363 W MORTEN AVE
GLENDALE, AZ 85303

MEREDITH ROBIN T/JUDITH K
8367 W MORTEN AVE
GLENDALE, AZ 85303

LAING STEPHEN T/BETTY J
44023 N 16TH ST
NEW RIVER, AZ 85087

RUTLEDGE EDWARD A/LORI
7702 N 84TH AVE
GLENDALE, AZ 85254

OCONNOR SEAN D/STECKEL SHERI L
7706 N 84TH AVE
GLENDALE, AZ 85305

HAWAII TRUST
7710 N 84TH AVE
GLENDALE, AZ 85305

WILLIAMS JOHNNIE F/PATRICIA D TR
8311 W BERRIDGE LN
GLENDALE, AZ 85305

SAINZ MARCELINO/ELEANOR
8220 W ORANGEWOOD AVE
GLENDALE, AZ 85303

MORALES ABRAHAM & JOSE & BERTHA
7512 N 83RD AVE
GLENDALE, AZ 85303

HAZELETT GARY/VICKIE
7838 W ORANGEWOOD AVE
GLENDALE, AZ 85303

CORNERSTONE INVESTMENTS LLC
11811 N TATUM BLVD SUITE 1051
PHOENIX, AZ 85028

CORNERSTONE INVESTMENTS LLC
11811 N TATUM BLVD SUITE 1051
PHOENIX, AZ 85028

CORNERSTONE INVESTMENTS LLC
11811 N TATUM BLVD SUITE 1051
PHOENIX, AZ 85028

CORNERSTONE INVESTMENTS LLC
11811 N TATUM BLVD SUITE 1051
PHOENIX, AZ 85028

NEWPORT BARBARA L
7606 N 83RD AVE
GLENDALE, AZ 85303

CORNERSTONE INVESTMENTS LLC
11811 N TATUM BLVD SUITE 1051
PHOENIX, AZ 85028

CORNERSTONE INVESTMENTS LLC
11811 N TATUM BLVD SUITE 1051
PHOENIX, AZ 85028

NEWPORT BARBARA LOVE
7606 N 83RD AVE
GLENDALE, AZ 85303

Carole J. Marx
7217 North 87th Ave
Glendale, Az 85305

Sherry Barrientos
8144 West State Ave
Glendale, AZ 85305

Judith Meredith
8367 West Morten Ave
Glendale, AZ 85305

Eric Grass
7302 West Kristen Ave
GLENDALE, AZ 85305

INTERESTED PARTIES NOTIFICATION LIST FOR PROPOSED DEVELOPMENT - CITY WIDE & YUCCA

KAREN ABORNE
7318 W GRIFFIN AVE
GLENDALE AZ 85303

DOUG ATTIG
6066 N 84TH DR
GLENDALE AZ 85305

BOB BOHART
5603 W BELMONT
GLENDALE AZ 85301

ALMON DAVIS
6005 W MONTE CRISTO
GLENDALE AZ 85306

MICHAEL SOCACIU
8574 W BERRIDGE LN
GLENDALE AZ 85305

BARBARA FENNEMA
18033 N 83RD DR
PEORIA AZ 85382

ARLINE YZQUIERDO
8525 N 52ND DR
GLENDALE AZ 85302

DIANE HAND
5349 W ACAPULCO
GLENDALE AZ 85306

WILLIAM RAY
7305 W ANGELA DR
GLENDALE AZ 85308

HARRIET AGIUS
7132 W GROVERS AVE
GLENDALE AZ 85308

A.I. BABINEAU
4815 W COCHISE DR
GLENDALE AZ 85302

JOYCE CLARK
8628 W CAVALIER DR
GLENDALE AZ 85305

MIKE DEPINTO
6507 W SHAW BUTTE DR
GLENDALE AZ 85304-2414

ASLEY GENTNER
8700 E PINNACLE PEAK RD
STE 225
SCOTTSDALE AZ 85255

MANNY MARTINEZ
19107 NORTH 73rd LANE
GLENDALE, AZ 85308

MARK GARRATT
7605 N 72ND AVE
GLENDALE AZ 85303

DON TATE
6735 W ROBIN LN
GLENDALE AZ 85310

RON PROTHERO
6316 W KEIM DR
GLENDALE AZ 85301

MARY SMITH
8968 W CITRUS WAY
GLENDALE AZ 89305

MAGI SHRECK
10673 W RANCHO DR
GLENDALE AZ 85307

DANIEL STREYLE
VERMILION IDG
3131 E CAMELBACK RD
STE 210
PHOENIX AZ 85016

DANIEL DREW
4502 W MORTEN AVE
GLENDALE AZ 85301

JUDY FARR
6527 W HILL LN
GLENDALE AZ 85310

JOHN AND SUE JONES
18658 N 78TH DR
GLENDALE AZ 85308

DENNIS GERHARD
10613 N 48TH AVE
GLENDALE AZ 85304

TOM TRAW
6024 N 83RD AVE
GLENDALE AZ 85303

DAVID PENILLA
5760 W LARKSPUR DR
GLENDALE AZ 85304

ROBERT PETRONE
19626 N 73RD AVENUE
GLENDALE AZ 85308

JOHN KOLODZIEJ
6258 N 88TH LN
GLENDALE AZ 85305

GEORGIA KNOX
17214 N 66TH TER
GLENDALE AZ 85308

CHRISTIAN WILLIAMS
PEORIA UNIFIED SCHOOL DISTRICT
6330 W THUNDERBIRD RD
GLENDALE, AZ 85306

TERRY LANE
6103 N 87TH LN
GLENDALE AZ 85305-2452

STEVE JOHNSTON
5152 W AUGUSTA AVENUE
GLENDALE AZ 85301

MICKEY LUND
5708 W ROYAL PALM RD
GLENDALE AZ 85302

CHERI MCCLOSKEY
5336 W BECK LN
GLENDALE AZ 85306

JAMIE ALDAMA
7329 NORTH 68TH DRIVE
GLENDALE AZ 85303

DAVE TRISH
6773 W VIA MONTOYA DR
GLENDALE AZ 85310

BILL NORGREN
8608 W CAVALIER
GLENDALE AZ 85305

AL LENOX
5130 W EL CAMINITO DR
GLENDALE AZ 85302

PATTY WYRICK
9626 N 58TH LN
GLENDALE AZ 85302

VALLEY PARTNERSHIP
5110 N 44th ST STE 200
PHOENIX AZ 85018

MEL SMITH
PO BOX 12572
GLENDALE AZ 85318

ARIZONA REPUBLIC
6751 NORTH SUNSET BLVD #325
GLENDALE AZ 85305-3167

DIANA M SEGER
6132 W TOWNLEY AVE
GLENDALE AZ 85302

ERNEST MOLINA
5741 W FRIER DR
GLENDALE AZ 85301

CATHY CHESHIER
5896 WEST DEL LAGO CIR
GLENDALE AZ 85308

JEFF BLAKE
19210 NORTH 70TH AVENUE
GLENDALE AZ 85308

SANDRA MENDEZ
5412 W NORTHVIEW AVE
GLENDALE AZ 85301

GARY SHERWOOD
5928 WEST PERSHING AVE
GLENDALE AZ 85304-1123

ELAINE SCRUGGS
6365 WEST AURORA
GLENDALE AZ 85308

STEVEN E. FRATE
PO BOX 6265
GLENDALE AZ 85312

HOYT KESTERSON II
7625 WEST VILLA RITA DRIVE
GLENDALE AZ 85308

SUSAN HELLWIG
7615 WEST BLUEFIELD AVE
GLENDALE AZ 85308

JOHN & PAULINE HEIL
7722 W JOHN CABOT RD
GLENDALE AZ 85308

JAMES AND LINDA PETRIE
7537 W WAGONER RD
GLENDALE AZ 85308

BRIAN BEYER
7634 WEST BLUEFIELD AVE
GLENDALE AZ 85308

BRUCE LARSON
20746 N 56TH AVE
GLENDALE AZ 85308

Rovey Farm Estates
Carole J. Marx
7217 North 87th Ave
Glendale, AZ 85305

Rovey Farm Estates
Judith Meredith
8367 West Morten Avenue
Glendale, AZ 85305

Rovey Farm Estates
Eric Grass
7302 West Kristen Avenue
Glendale, AZ 85305

West Glenn Estates
Sherry Barrientos
8144 West State Ave
Glendale, AZ 85303

City of Glendale Mayor's Office
Mayor Weiers
5850 West Glendale Ave
Glendale, AZ 85301

Tom Dixon, CPM
City of Glendale – Planning
5850 West Glendale Ave
Suite 212
Glendale, AZ 85301

Glendale City Council Office
Councilmember Chavira
5850 West Glendale Ave
Glendale, AZ 85301

Diana Figueroa
Senior Secretary - Planning
5850 West Glendale Ave
Suite 212
Glendale, AZ 85301

Attachment 4

Meeting Attendance List, April 23, 2015 neighborhood meeting

Neighborhood Meeting
Orangewood Ranch
83rd Avenue & Orangewood
Glendale, Arizona
April 23, 2015

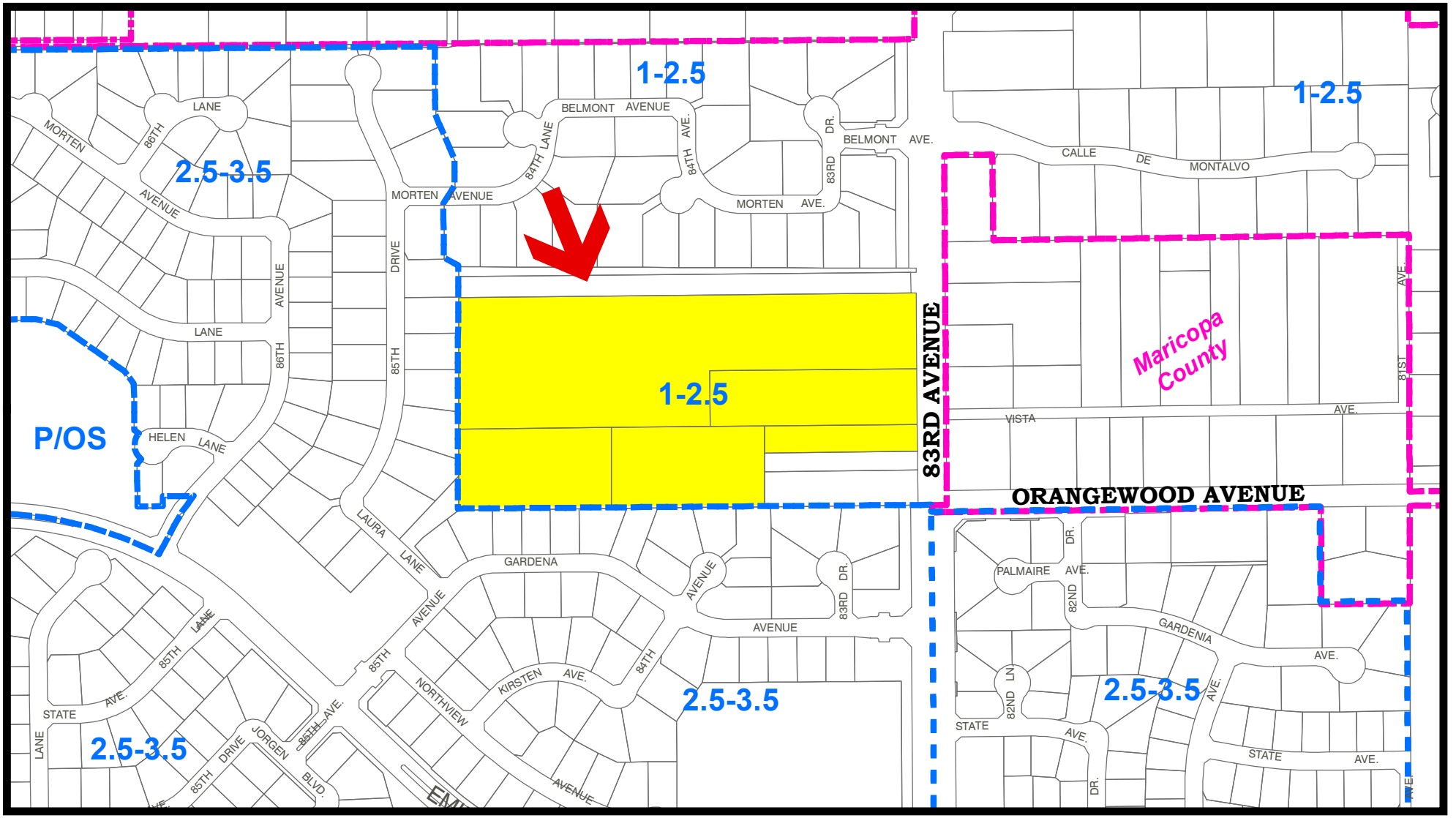
Name	Address	Email	Phone
John D. Carter	8359 W. Gardenia Ave. Glendale AZ 85305		623-931-0083
Tom & Gail Vanko	8404 W Gardenia Ave Glendale 85305	tomrvanko@gmail.com	623-694-9259
Mathew Lindholm	8416 W Gardenia Ave Glendale AZ 85305	mllservices@outlook.com	970-523-6166
Alonso Cortez	7512 N 83rd Ave Glendale AZ 85303		
Rich & Linda McLeran	8257 W Nicolet Ave	rlmcleran@gmail.com	503-545-7389
Vickie Hazelett	7838 W. Orangewood	vhazelett@gmail.com	602-228-5739
Donnon Bain	7705 N. 84th LN	DONNON.BAIN@COX.NET	702.335.3479
Steve Cowey	7701 N 84th Ln	steve.L.Cowey@Gmail.com	623-536-5480
Todd Pyne	7709 N 84 LN	TPYNE@APFIREPRO.com	6237725344
Jerry & Latoma Gill	7407 N 83rd Dr.	latomagill@yahoo.com	915-526-0558
Chad Baker	8424 W. Gardenia Ave	cbaker50000@yahoo.com	(602) 361-2667
Romeo Juacalla	8420 W. Gardenia Ave	rjuacalla@cox.net	602-723-2497
Larry Rovey	8383 W. Cotton Blossom Tr.	Glendale, AZ	623-842-4580

Attachment 5

Meeting Attendance List, April 6, 2015 neighborhood meeting

Neighborhood Meeting
Orangewood Ranch
04/06/15

Name	Address	Email	Phone
BARBARA NEWPORT	7606 N. 83rd AVE	BSL4ART@aol.com	623-772-0140
John Carter	8359 West Gardenia Ave		623-931-0083
Nancy Zak	8408 West Gardenia Ave		623-931-2078
Robert Zak	8408 W Gardenia Ave		623 931 2078
Patrick Ibarra	7709 N. 84th Avenue	patrick.ibarra@smail.com	925-518-0187
Ron + Arie Nall (Own)	17801 N. 55th St Scottsdale 85259 Parcel 142-25-006 W (Work)	rnallsr@gmail.com	602-493-7261
Vickie Hazelett	7838 W. Orangewood	vhazelett@gmail.com	602-228-5739



GLENDALE AZ

CASE NUMBER

GPA14-04

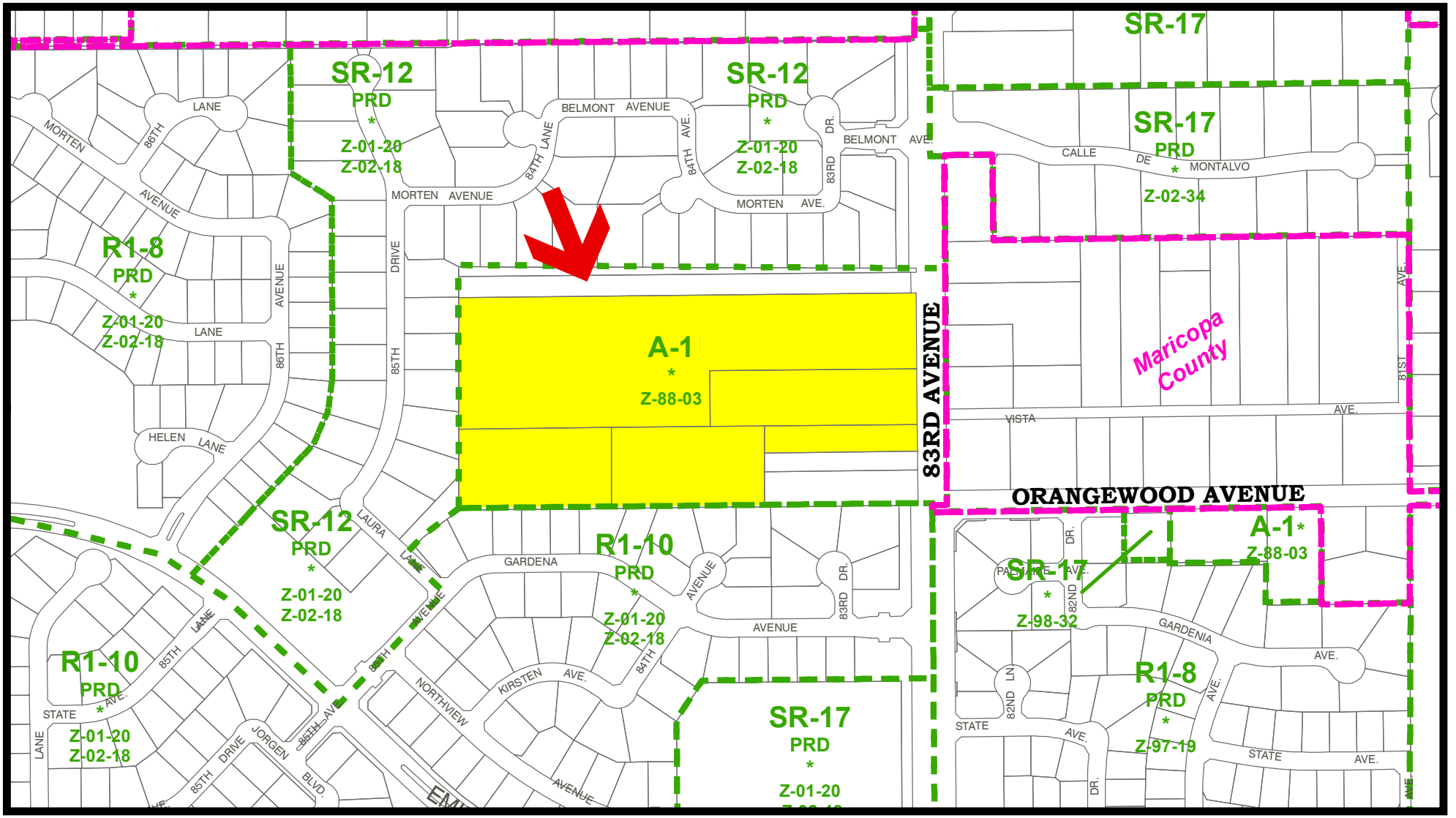
N

LOCATION

7536 N. 83rd Avenue

REQUEST

AMEND APPROXIMATELY 16.12 ACRES OF THE GENERAL PLAN FROM 1-2.5 DU/AC (LOW DENSITY RESIDENTIAL) TO 2.5-3.5 DU/AC (MEDIUM DENSITY RESIDENTIAL)



GLENDALE AZ

CASE NUMBER

ZON14-06

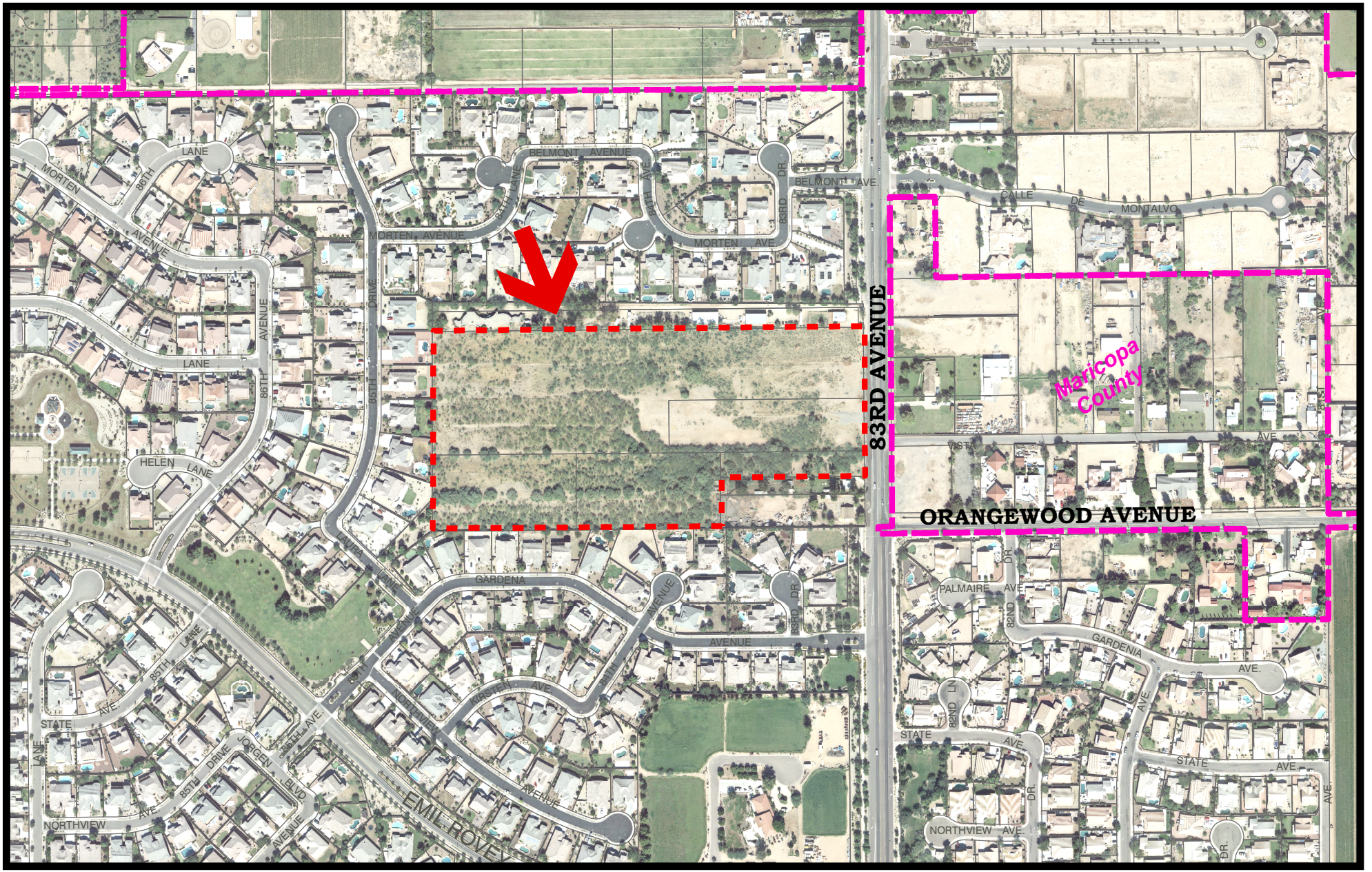
N

REQUEST

REZONE FROM A-1 (AGRICULTURAL) TO R1-8 (SINGLE RESIDENCE)

LOCATION

7536 N. 83rd Avenue



Aerial Date: November 2012

GLENDALE AZ

CASE NUMBER

GPA14-04
ZON14-06
PP14-05

N

File #: 15-404, **Version:** 1

REZONING (ZON) APPLICATION ZON15-01 (ORDINANCE): LONGO REZONE - 7115 AND 7723 NORTH 63RD AVENUE (PUBLIC HEARING REQUIRED)
Staff Contact: Jon M. Froke, AICP, Planning Director

Purpose and Recommended Action

This is a request for City Council to conduct a public hearing, waive reading beyond the title, and adopt an ordinance for ZON15-01 subject to the stipulation as recommended by the Planning Commission.

Joe Longo is requesting to rezone 4.66 acres of land from R-4 (Multiple Residence) to M-1 (Light Industrial).

Background

This request involves two adjoining properties under two separate ownerships. The combined size of the properties is approximately 4.66 acres. The location of the properties is at the northeast corner of 63rd Avenue and Hayward Avenue, and approximately 900 feet south of Northern Avenue. Hayward Avenue is an unimproved public right-of-way.

The northern parcel has been utilized for many years as an electric supply business with outside storage. There is a perimeter screen fence or wall that appears to be six feet tall on all sides so visibility into the storage yard is limited.

Analysis

The proposed rezoning achieves the desired land uses contemplated by the General Plan which identifies the site as LI, Light Industrial. The proposed rezoning will allow an existing business to conform to a permitted land use under the Zoning Ordinance and provide for future opportunities to expand and intensify the operations of the business.

The proposal will allow the electric supply business property to build storage buildings and make other improvements. Presently, the business is considered a non-confirming use in the R-4 zoning district which creates limitations on expansion or alterations that can occur. The M-1 zoning designation would allow the existing business as a permitted land use.

Community Benefit/Public Involvement

On May 7, 2015 the Planning Commission unanimously recommended approval of the request, subject to one stipulation. On March 2, 2015, notification letters were mailed to adjacent property owners and interested parties. The applicant did not receive any response regarding the request.

A Notice of Public Hearing was published in *The Glendale Star* on June 4, 2015. Notification postcards of the public hearing were mailed to adjacent property owners and interested parties on June 5, 2015. The property was posted by the applicant on April 17, 2015.

ORDINANCE NO. 2943 NEW SERIES

AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, REZONING APPROXIMATELY 4.66 ACRES ON LAND LOCATED AT THE NORTHEAST CORNER OF NORTH 63RD AVENUE AND WEST HAYWARD AVENUE FROM R-4 (MULTIPLE RESIDENCE) TO M-1 (LIGHT INDUSTRIAL); AMENDING THE ZONING MAP; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Glendale Planning Commission held a public hearing on May 7, 2015 in zoning case ZON15-01 in the manner prescribed by law for the purpose of rezoning property located at the northeast corner of North 63rd Avenue and West Hayward Avenue, and approximately 900 feet south of Northern Avenue from R-4 (Multiple Residence) to M-1 (Light Industrial);

WHEREAS, due and proper notice of such Public Hearing was given in the time, form, substance and manner provided by law including publication of such notice in *The Glendale Star* on April 16, 2015; and

WHEREAS, the City of Glendale Planning Commission has recommended to the Mayor and the Council the zoning and of property as aforesaid and the Mayor and the council desire to accept such recommendation and rezone the property described on Exhibits A and B as aforesaid.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF GLENDALE as follows:

SECTION 1. That land in Glendale, Maricopa County, Arizona located at the northeast corner of North 63rd Avenue and West Hayward Avenue, and approximately 900 feet south of Northern Avenue be rezoned from R-4 (Multiple Residence) to M-1 (Light Industrial).

SECTION 2. That the rezoning herein provided for be conditioned and subject to the following:

1. Prior to the construction of any new buildings or structures on these properties, approval through the City of Glendale's Design Review process is required.

SECTION 3. Amendment of Zoning Map. The City of Glendale Zoning Map is herewith amended to reflect the change in districts referred to and the property described in Section 1 above.

SECTION 4. Effective Date. This Ordinance shall become effective at the time and in the manner prescribed by law.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this _____ day of _____, 2015.

_____
M A Y O R

ATTEST:

_____
City Clerk (SEAL)

APPROVED AS TO FORM:

_____
City Attorney

REVIEWED BY:

_____
Acting City Manager
o_zoning_63 and hayward.doc

EXHIBIT "[redacted]" A

PARCEL I:

Parcel No. 1

Lot 8, Block 4, of Gilbert Townsite, according to the Plat of Record in the Office of the County Recorder of Maricopa County, Arizona, recorded in Book 7 of Maps, Page 13;

Except the South 9.55 Feet thereof.

Parcel No. 2:

Lot 9 and the South 9.55 feet of Lot 8, Block 4 of Gilbert Townsite, according to the Plat of Record in the Office of the County Recorder of Maricopa County, Arizona, recorded in Book 7 of Maps, Page 13.

Except the South 16.24 Feet of Lot 9.

Parcel No. 3:

Lot 10 and the South 16.24 feet of Lot 9, Block 4, of Gilbert Townsite, according to the Plat of Record in the Office of the County Recorder of Maricopa County, Arizona, recorded in Book 7 of Maps, Page 13;

Unofficial Document

Except the South 22.93 Feet of Lot 10.

Parcel No. 4:

Lot 11 and the South 22.93 Feet of Lot 10, Block 4, of Gilbert Townsite according to the Plat of Record in the Office of the County Recorder of Maricopa County, Arizona recorded in Book 7 of Maps, Page 13;

Except the South 30.12 Feet of Lot 11.

Parcel No. 5:

Lot 12 and the South 30.12 Feet of Lot 11, Block 4 of Gilbert, Townsite, according to the Plat of Record in the Office of the County Recorder of Maricopa County, Arizona, recorded in Book 7 of Maps, Page 13;

Except the South 37.31 Feet of Lot 12.

Parcel No. 6:

Lot 13 and the South 37.31 Feet of Lot 12, Block 4 of Gilbert Townsite, according to the Plat of Record in the Office of the County Recorder of Maricopa County, Arizona, recorded in Book 7 of Maps, Page 13;

of Maps, Page 13;

Except the South 44.5 Feet of Lot 13.

Parcel No. 7:

The South 44.5 Feet of Lot 13, Block 4, of Gilbert Townsite, according to the Plat of Record in the Office of the County Recorder of Maricopa County, Arizona, recorded in Book 7 of Maps, Page 13;

Except the South 5 Feet of the East 25 Feet thereof.

Parcel No. 8:

The East 57.5 Feet of Lot 14 and the South 5 Feet of the East 25 Feet of Lot 13, Block 4, of Gilbert Townsite, according to the Plat of Record in the Office of the County Recorder of Maricopa County, Arizona, recorded in Book 7 of Maps, Page 13.

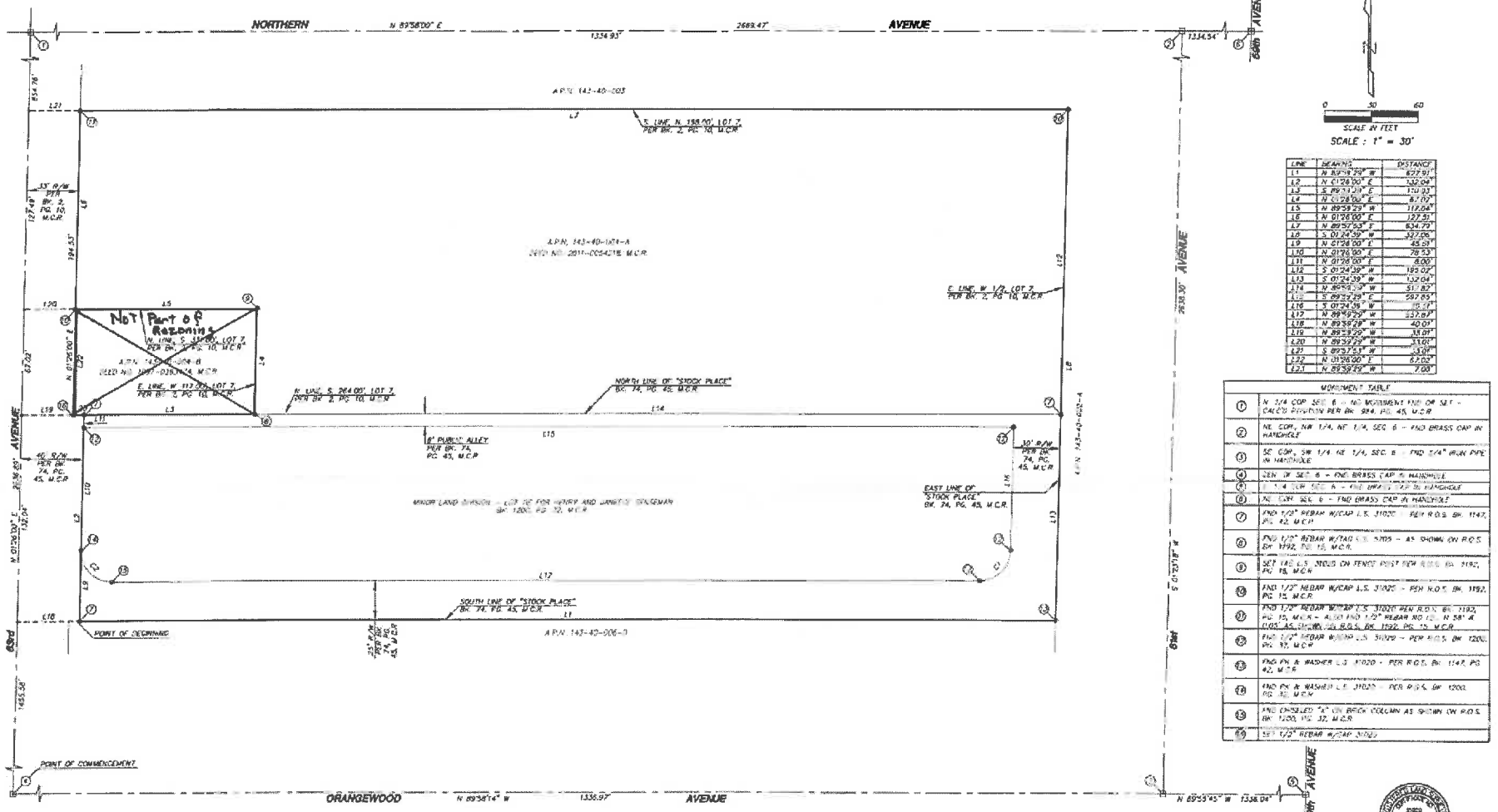
Parcel No. 9:

The West 114.5 Feet of Lot 14, Block 4, of Gilbert Townsite, according to the Plat of Record in the Office of the County Recorder of Maricopa County, Arizona, Recorded in Book 7 of Maps, Page 13.

Unofficial Document

PARCEL II: EXHIBIT B

Lots 1 through 9, of Stock Place, according to the Plat of Record in the Office of the County Recorder of Maricopa County, Arizona, Recorded in Book 74 of Maps, Page 45.



LINE	BEARING	DISTANCE
L1	N 89°19'39" W	677.91'
L2	N 01°26'00" E	132.04'
L3	S 89°31'01" E	330.93'
L4	N 01°26'00" E	61.70'
L5	N 89°59'29" W	119.04'
L6	N 01°26'00" E	127.51'
L7	N 89°57'53" E	634.75'
L8	S 01°24'39" W	327.06'
L9	N 01°26'00" E	45.91'
L10	N 01°26'00" E	78.53'
L11	N 01°26'00" E	8.00'
L12	S 01°24'39" W	195.02'
L13	S 01°24'39" W	132.04'
L14	N 89°59'53" W	511.82'
L15	S 89°24'39" E	597.93'
L16	S 01°24'39" W	15.17'
L17	N 89°59'29" W	237.89'
L18	N 89°58'28" W	40.01'
L19	N 89°28'29" W	38.91'
L20	N 89°59'29" W	31.01'
L21	S 89°57'53" W	33.01'
L22	N 01°26'00" E	62.02'
L23	N 89°59'29" W	7.00'

MONUMENT TABLE	
1	W. 1/4 COR. SEC. 6 - NO MONUMENT FND OR SET - CALC'D POSITION PER BK. 894, PG. 45, M.C.R.
2	NE. COR., NW. 1/4, NE. 1/4, SEC. 6 - FND BRASS CAP IN HANDHOLE
3	SE. COR., SW. 1/4, NE. 1/4, SEC. 6 - FND 1/4" IRON PIPE IN HANDHOLE
4	CEN. OF SEC. 6 - FND BRASS CAP IN HANDHOLE
5	W. 1/4 COR. SEC. 6 - FND BRASS CAP IN HANDHOLE
6	NE. COR. SEC. 6 - FND BRASS CAP IN HANDHOLE
7	FND 1/2" REBAR W/CAP L.S. 31020 PER R.O.S. BK. 1147, PG. 42, M.C.R.
8	FND 1/2" REBAR W/TAG L.S. 9705 - AS SHOWN ON R.O.S. BK. 1192, PG. 15, M.C.R.
9	SET 1/2" L.S. 31020 ON FENCE POST PER R.O.S. BK. 1192, PG. 15, M.C.R.
10	FND 1/2" REBAR W/CAP L.S. 31020 - PER R.O.S. BK. 1192, PG. 15, M.C.R.
11	FND 1/2" REBAR W/CAP L.S. 31020 PER R.O.S. BK. 1192, PG. 15, M.C.R. - ALSO FND 1/2" REBAR NO I.D. N 58° W 0.05' AS SHOWN ON R.O.S. BK. 1192, PG. 15, M.C.R.
12	FND 1/2" REBAR W/CAP L.S. 31020 - PER R.O.S. BK. 1200, PG. 32, M.C.R.
13	FND PK & WASHER L.S. 31020 - PER R.O.S. BK. 1147, PG. 42, M.C.R.
14	FND PK & WASHER L.S. 31020 - PER R.O.S. BK. 1200, PG. 32, M.C.R.
15	FND CHISELED "X" ON BRICK COLUMN AS SHOWN ON R.O.S. BK. 1200, PG. 32, M.C.R.
16	SET 1/2" REBAR W/CAP 31020

LEGEND

- Property Corner (See Monument Table)
- Property Line
- Find Survey monument (See Monument Table)

CURVE	RADIUS	ARC LENGTH	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	20.00'	31.91'	88°35'43"	S 45°42'35" W	28.84'
C2	20.00'	31.91'	91°25'20"	N 44°15'45" W	28.63'

-PRELIMINARY-
NOT FOR CONSTRUCTION OR RECORDING

RESULTS OF SURVEY
7710, 7721 & 7733 N. 43rd AVENUE, GLENDALE, ARIZONA

ALLIANCE LAND SURVEYING, LLC
STATEWIDE SERVICE IN ARIZONA
www.alliancelandsurveying.com
7900 N. 75th AVENUE TEL (623) 972-3500
SUITE 104 FAX (623) 972-1010
GLENDALE, AZ 85303

SHEET: 2 OF 2 | DATE: 1-15-19 | JOB NO: 130214

NARRATIVE

ZON15-01

We are requesting the rezoning of 7715 N. 63rd Avenue and 7723 N. 63rd Avenue, Glendale, Arizona 85301 from R-4 (Multiple Residence) to M-1 (Light Industrial) which will bring these properties into conformance with the current plan designation of L1 (Light Industrial)

The amount of acreage to be rezoned is 4.66 acres. The current use is residential and equipment storage. Water is provided to the residential units and there is no sewer provided. The houses are on a septic system.

The future use of the properties will be used for the construction of office warehouse buildings.

PLANNING DEPARTMENT
APPROVAL
SIGNATURE: Tom Dixon
DATE: 8 April 2015
PROJECT #: ZON 15-01

CITIZEN

PARTICIPATION

FINAL

REPORT

LONGO REZONING
7715 & 7723 N. 63RD AVENUE
CASE: ZON15-01

PREPARED BY:
JOSEPH LONGO

MARCH 24, 2015

PLANNING DEPARTMENT
APPROVAL
SIGNATURE: Jan Dixon
DATE: 25 March 2015
PROJECT #: ZON 15-01

BRIEF DESCRIPTION OF THE PROPOSED REZONING

We are requesting the rezoning of 7715 N. 63rd Avenue and 7723 N. 63rd Avenue, Glendale, Arizona 85301. The 7715 N. 63rd Avenue 2 acre parcel and 7723 N. 63rd Avenue is a 2.66 acre parcel. See Master Application for property owners. Rezoning the above parcels would change the R-4 zoning to M-1 (Light Industrial) which would bring these properties into conformance with the current plan designation of LI (Light Industrial).

3. The Planning Division staff determined that a notification letter was the most appropriate public notification technique for this project.

4. Public notification letter went in the mail on March 2, 2015 to all nearby property owners and list with "interested parties".

5. Copy of Map attached.

6. Copy of mailing list attached.

7. N/A

8. The number of individuals notified were 83. We did not hear back from anyone. Four letters were returned with undeliverable address: Jordan Davidkov, DKS Trust, City of Glendale, Sandra Mendez. Names are highlighted on mailing list.

9. There are no concerns, issues or problems expressed by the participants.

10. N/A

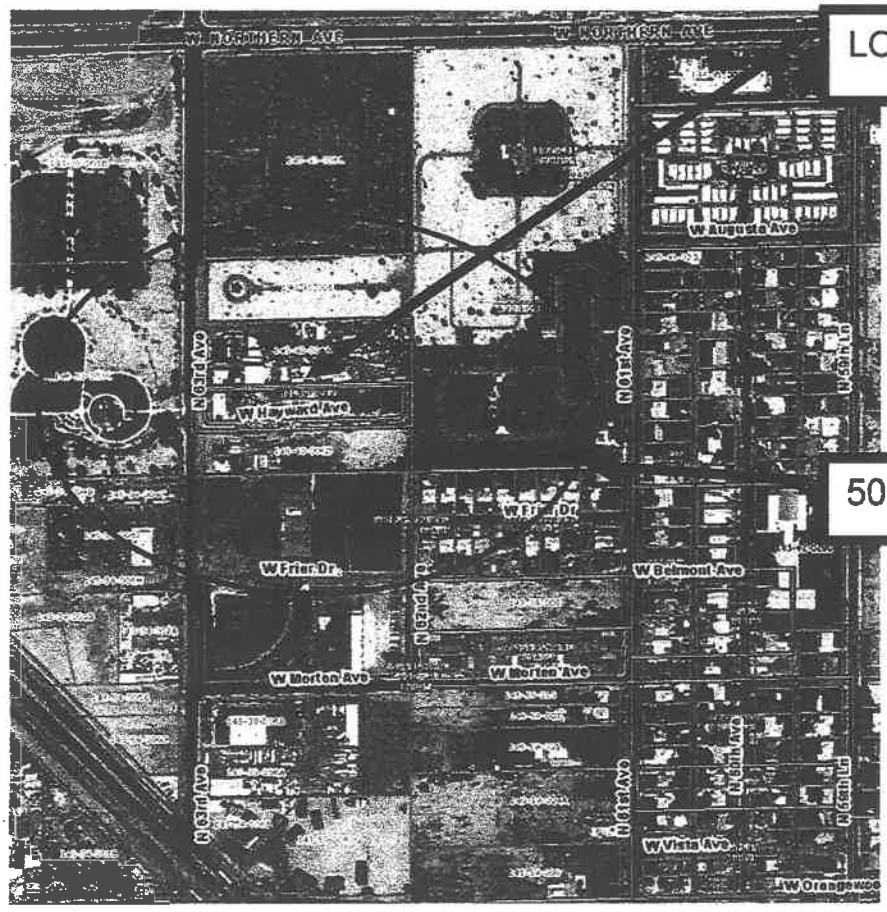
11. N/A

12. N/A

13. Attached letter to interested parties and neighbors.

14. Mailing list is attached.

RECOMMENDED NEIGHBORHOOD NOTIFICATION AREA	
NAME OF REQUEST:	**LONGO REZONE**
LOCATION:	**7715 & 7723 N. 63rd Avenue and adjoining property to the south at the northeast corner of N. 63rd and W. Hayward Avenues.**
The applicant is requesting the approval of a rezone of two properties from R-4 to M-1 which is consistent with the General Plan designation of Light Industrial.	
ZONING DISTRICT: R-4	**COUNCIL DISTRICT: Ocotillo**



NORTH

February 25, 2015

Joseph Longo
P.O Box 10926
Glendale, AZ 85318
joseph@electricalsurplus.net
623-466-7504

Subject: Rezoning of 7715 N. 63rd Ave and 7723 N. 63rd Ave, Glendale, AZ 85301, from R-4 (Multiple Residence) to M-1 (Light Industrial)

Longo Rezone SR14-0120

Dear Neighbor:

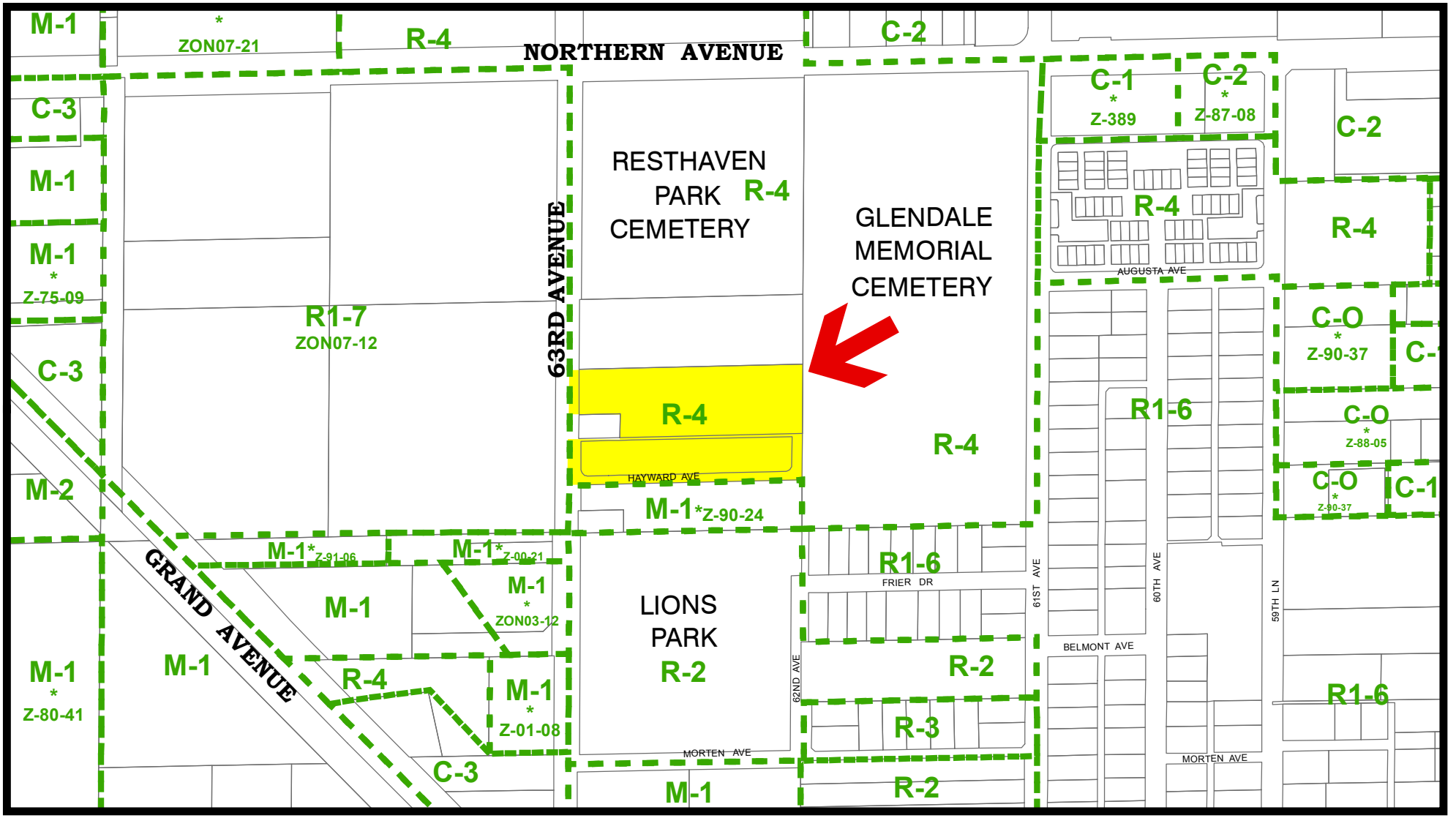
This letter is to inform you that I am apply for a rezoning application with the City of Glendale. The property is located at 7715 N. 63rd Ave and 7723 N., 63rd Ave, Glendale, Arizona 85301, in the Ocotillo District.

The proposed project is the rezoning from R-4 (Multiple Residence) to M-1 (Light Industrial) which will bring these properties into conformance with the current plan designation of L1 (Light Industrial). The amount of acreage to be rezoned is 4.66 acres. The current use is residential and equipment storage. The future use of the properties will be used for the construction of office warehouse buildings.

I have included a site plan with this letter for your review. Please provide any comments either by mail, email or phone by (date?) at the contact information above. You may also contact Tom Dixon, City of Glendale, Senior Planner at 623-930-2553 or tdixon@glendaleaz.com.

Sincerely,

Joseph Longo



GLENDALE AZ

CASE NUMBER

ZON15-01

N

REQUEST

REZONE APPROXIMATELY 4.66 ACRES FROM R-4 (MULTIPLE RESIDENCE) TO M-1 (LIGHT INDUSTRIAL).

LOCATION

7715 & 7723 N. 63RD AVENUE

Aerial Date: November 2012

GLENDALE AZ

CASE NUMBER

ZON15-01

N

Legislation Description

File #: 15-426, **Version:** 1

ADOPT A RESOLUTION DECLARING AS A PUBLIC RECORD THAT CERTAIN DOCUMENT ENTITLED "AMENDMENTS TO CHAPTER 21.1 MODEL CITY PRIVILEGE (SALES) TAX CODE"
Staff Contact: Vicki Rios, Interim Director, Finance and Technology

Purpose and Recommended Action

This is a request for City Council to waive reading beyond the title and adopt a resolution declaring as a public record that certain document entitled "Amendments to Chapter 21.1 Model City Privilege (Sales) Tax Code." This resolution does not require a public hearing; however, the adoption of the ordinance to this item will require a public hearing once the resolution is approved.

Background

State law permits cities to declare documents a public record to enact the provisions of code amendments by reference without publishing the full text of the amendments. Instead, the City publishes a notice in the newspaper and keeps three copies of the text on file with the City Clerk. This requires adoption by the Council of a resolution. At the same voting meeting, Council will be asked to approve the ordinance adopting the code amendments.

Previous Related Council Action

On December 18, 2014, Council adopted a Resolution No. 4911 declaring as a public record the "2014 Amendments to Chapter 21.1 Model City Privilege (Sales) Tax Code, Article III - Licensing and RecordKeeping, Sec. 21.1-300 thru 21.1-380."

Budget and Financial Impacts

By adopting the resolution and declaring as a public record the "Amendments to Chapter 21.1 Model City Privilege (Sales) Tax Code," the City will not be required to publish the entire code amendments in the paper saving publishing costs.

RESOLUTION NO. 4997 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, DECLARING AS A PUBLIC RECORD THAT CERTAIN DOCUMENT FILED WITH THE CITY CLERK OF THE CITY OF GLENDALE AND ENTITLED "AMENDMENTS TO CHAPTER 21.1 MODEL CITY PRIVILEGE (SALES) TAX CODE".

WHEREAS, it is necessary to make certain changes to Glendale City Code, Chapter 21.1 Model City Privilege (Sales) Tax Code; and

WHEREAS, State law permits cities to declare documents to be public records and adopt ordinances by reference.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GLENDALE as follows:

SECTION 1. That certain document entitled "Amendments to Chapter 21.1 Model City Privilege (Sales) Tax Code," attached as Exhibit A, three copies of which are on file in the office of the City Clerk, is hereby declared a public record. Said copies are ordered to remain on file with the City Clerk for public use and inspection.

SECTION 2. The retroactive effective dates of the amendments are as follows:

Section	Effective from and after
§ 21.1-100. – General definitions. "Business"	January 11, 2007
§ 21.1-100. (7) – General definitions. "Prosthetic"	October 1, 2007
§ 21.1-120. – Definitions: food for home consumption.	July 1, 2013 (repeal)
§ 21.1-200. (d) – Determination of gross income: In general.	July 1, 2013
§ 21.1-425. (b)(7) – Job printing.	September 21, 2006
§ 21.1-445. (s) – Rental, leasing, and licensing for use of real property.	July 1, 2013
§ 21.1-445. (t) – Rental, leasing, and licensing for use of real property.	July 1, 2013 (repeal)
§ 21.1-450. (c)(12) – Rental, leasing, and licensing for use of tangible personal property.	September 1, 2004
§ 21.1-460. (c)(6)(A)(B) – Retail sales: Measure of tax; burden of proof; exclusions.	October 1, 2007
§ 21.1-462. – Retail sales: Food for home consumption.	July 1, 2013
§ 21.1-465. (q) – Retail sales: Exemptions.	July 1, 2013 (repeal)
§ 21.1-465. (x)(gg) – Retail sales: Exemptions.	July 1, 2013
§ 21.1-465. (mm) – Retail sales: Exemptions.	January 1, 2007
§ 21.1-465. (nn)(oo)(pp)(qq)(rr) – Retail sales: Exemptions.	July 1, 2013
§ 21.1-480. (i)(j) – Utility services.	January 1, 2007
§ 21.1-660. (q) – Use tax: Exemptions.	July 1, 2013 (repeal)

§ 21.1-660. (x)(gg) – Use tax: Exemptions.	July 1, 2013
§ 21.1-660. (mm) – Use tax: Exemptions.	January 1, 2007
§ 21.1-660. (nn)(oo)(pp)(qq)(rr) – Use tax: Exemptions.	July 1, 2013
§ Reg. 21.1-120.1. – Food for home consumption: Recordkeeping and reporting requirements.	July 1, 2013 (repeal)
§ Reg. 21.1-460.1. (a)(8) – Distinction between retail sales and certain other transfers of tangible personal property.	July 1, 2013

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this _____ day of _____, 2015.

_____
M A Y O R

ATTEST:

_____
City Clerk (SEAL)

APPROVED AS TO FORM:

_____
City Attorney

REVIEWED BY:

_____
Acting City Manager
r_finance_model tax.doc

Exhibit A

DELETIONS SHOWN BY ~~STRIKETHROUGH~~
ADDITIONS SHOWN BY UNDERLINE

Amendments to Chapter 21.1 Model City Privilege (Sales) Tax Code

Chapter 21.1 - MODEL CITY PRIVILEGE (SALES) TAX CODE

FOOTNOTE(S):

--- (**1**) ---

Editor's note— Ord. No. 2772, § 1, adopted June 14, 2011, repealed Ch. 21.1, in its entirety. Resolution No. 4491, adopted June 14, 2011, enacted new provisions to read as herein set out. Prior to this amendment, Ch. 21.1 pertained to similar subject matter. See Code Comparative Table for derivation.

ARTICLE I. - GENERAL CONDITIONS AND DEFINITIONS

Sec. 21.1-1. - Words of tense, number and gender; code references.

(a) For the purposes of this Chapter, all words of tense, number, and gender shall comply with A.R.S. § 1-214 as amended.

(b) For the purposes of this Chapter, all code references, unless specified otherwise, shall:

(1) Refer to this City Code;

(2) Be deemed to include all amendments to such code references.

(Res. No. 4491, § 1, 6-14-11)

Sec. 21.1-100. - General definitions.

For the purposes of this chapter, the following definitions apply:

"Assembler" means a person who unites or combines products, wares, or articles of manufacture so as to produce a change in form or substance of such items without changing or altering component parts.

"Broker" means any person engaged or continuing in business who acts for another for a consideration in the conduct of a business activity taxable under this Chapter, and who receives for his principal all or part of the gross income from the taxable activity.

"Business" ~~means~~ includes all activities or acts, personal or corporate, engaged in ~~and~~ or caused to be engaged in with the object of gain, benefit, or advantage, either directly or indirectly, but does not include either: casual activities or sales: or the transfer of electricity from a solar photovoltaic generation system to an electric utility distribution system.

"Business Day" means any day of the week when the Tax Collector's office is open for the public to conduct the Tax Collector's business.

"Casual Activity or Sale" means a transaction of an isolated nature made by a person who neither represents himself to be nor is engaged in a business subject to a tax imposed by this Chapter. However, no sale, rental, license for use, or lease transaction concerning real property nor any activity entered into by a business taxable by this Chapter shall be treated, or be exempt, as casual. This definition shall include sales of used capital assets, provided that the volume and frequency of such sales do not indicate that the seller regularly engages in selling such property.

"Combined Taxes" means the sum of all applicable Arizona Transaction Privilege and Use Taxes; all applicable transportation taxes imposed upon gross income by this County as authorized by Article III, Chapter 6, Title 42, Arizona Revised Statutes; and all applicable taxes imposed by this Chapter.

"Commercial Property" is any real property, or portion of such property, used for any purpose other than lodging or lodging space, including structures built for lodging but used otherwise, such as model homes, apartments used as offices, etc.

"Communications Channel" means any line, wire, cable, microwave, radio signal, light beam, telephone, telegraph, or any other electromagnetic means of moving a message.

"Construction Contracting" refers to the activity of a construction contractor.

"Construction Contractor" means a person who undertakes to or offers to undertake to, or purports to have the capacity to undertake to, or submits a bid to, or does himself or by or through others, construct, alter, repair, add to, subtract from, improve, move, wreck, or demolish any building, highway, road, railroad, excavation, or other structure, project, development, or improvement to real property, or to do any part thereof. "Construction contractor" includes subcontractors, specialty contractors, prime contractors, and any person receiving consideration for the general supervision and/or coordination of such a construction project except for remediation contracting. This definition shall govern without regard to whether or not the construction contractor is acting in fulfillment of a contract.

"Delivery (of Notice) by the Tax Collector" means "receipt (of notice) by the taxpayer".

"Delivery, Installation, or Other Direct Customer Services" means services or labor, excluding repair labor, provided by a taxpayer to or for his customer at the time of transfer of tangible personal property; provided further that the charge for such labor or service is separately billed to the customer and maintained separately in the taxpayer's books and records.

"Engaging", when used with reference to engaging or continuing in business, includes the exercise of corporate or franchise powers.

"Equivalent Excise Tax" means either:

(1) A Privilege or Use Tax levied by another Arizona municipality upon the transaction in question, and paid either to such Arizona municipality directly or to the vendor; or

(2) An excise tax levied by a political subdivision of a state other than Arizona upon the transaction in question, and paid either to such jurisdiction directly or to the vendor; or

(3) An excise tax levied by a Native American Government organized under the laws of the federal government upon the transaction in question, and paid either to such jurisdiction directly or to the vendor.

"Federal Government" means the United States Government, its departments and agencies; but not including national banks or federally chartered or insured banks, savings and loan institutions, or credit unions.

"Food" means any items intended for human consumption as defined by rules and regulations adopted by the Department of Revenue, State of Arizona, pursuant to A.R.S. § 42-5106. Under no circumstances shall "food" include alcoholic beverages or tobacco, or food items purchased for use in conversion to any form of alcohol by distillation, fermentation, brewing, or other process. Under no circumstances shall "food" include an edible product, beverage, or ingredient infused, mixed, or in any way combined with medical marijuana or an active ingredient of medical marijuana.

"Hotel" means any public or private hotel, inn, hostelry, tourist home, house, motel, rooming house, apartment house, trailer, or other lodging place within the City offering lodging, wherein the owner thereof, for compensation, furnishes lodging to any transient, except foster homes, rest homes, sheltered care homes, nursing homes, or primary health care facilities.

"Jet Fuel" means jet fuel as defined in A.R.S. § 42-5351.

"Job Printing" means the activity of copying or reproducing an article by any means, process, or method.

"Job printing" includes engraving of printing plates, embossing, copying, micrographics, and photo reproduction.

"Lessee" includes the equivalent person in a rental or licensing agreement for all purposes of this Chapter.

"Lessor" includes the equivalent person in a rental or licensing agreement for all purposes of this Chapter.

"Licensing (for Use)" means any agreement between the user ("licensee") and the owner or the owner's agent ("licensor") for the use of the licensor's property whereby the licensor receives consideration, where such agreement does not qualify as a "sale" or "lease" or "rental" agreement.

"Lodging (Lodging Space)" means any room or apartment in a hotel or any other provider of rooms, trailer spaces, or other residential dwelling spaces; or the furnishings or services and accommodations accompanying the use and possession of said dwelling space, including storage or parking space for the property of said tenant.

"Manufactured Buildings" means a manufactured home, mobile home or factory built building, as defined in A.R.S. § 41-2142.

"Manufacturer" means a person engaged or continuing in the business of fabricating, producing, or manufacturing products, wares, or articles for use from other forms of tangible personal property, imparting to such new forms, qualities, properties, and combinations.

"Medical Marijuana" means "marijuana" used for a "medical use" as those terms are defined in A.R.S. § 36-2801.

"Mining and Metallurgical Supplies" means all tangible personal property acquired by persons engaged in activities defined in Section 21.1-432 for such use. This definition shall not include:

(1) Janitorial equipment and supplies.

(2) Office equipment, office furniture, and office supplies.

(3) Motor vehicles licensed for use upon the highways of the State.

"Modifier" means a person who reworks, changes, or adds to products, wares, or articles of manufacture.

"Nonprofit Entity" means any entity organized and operated exclusively for charitable purposes, or operated by the Federal Government, the State, or any political subdivision of the State.

"Occupancy (of Real Property)" means any occupancy or use, or any right to occupy or use, real property including any improvements, rights, or interests in such property.

"Out-of-City Sale" means the sale of tangible personal property and job printing if all of the following occur:

(1) Transference of title and possession occur without the City; and

(2) The stock from which such personal property was taken was not within the corporate limits of the city; and

(3) The order is received at a permanent business location of the seller located outside the city; which location is used for the substantial and regular conduct of such business sales activity. In no event shall the place of business of the buyer be determinative of the situs of the receipt of the order.

For the purpose of this definition it does not matter that all other indicia of business occur within the city, including, but not limited to, accounting, invoicing, payments, centralized purchasing, and supply to out-of-city storehouses and out-of-city retail branch outlets from a primary storehouse within the city.

"Out-of-State Sale" means the sale of tangible personal property and job printing if all of the following occur:

(1) The order is placed from without the State of Arizona; and

(2) The property is delivered to the buyer at a location outside the State; and

(3) The property is purchased for use outside the State.

"Owner-Builder" means an owner or lessor of real property who, by himself or by or through others, constructs or has constructed or reconstructs or has reconstructed any improvement to real property.

"Person" means an individual, firm, partnership, joint venture, association, corporation, estate, trust, receiver, syndicate, broker, the Federal Government, this State, or any political subdivision or agency of this State. For the purposes of this Chapter, a person shall be considered a distinct and separate person from any general or limited partnership or joint venture or other association with which such person is affiliated. A subsidiary corporation shall be considered a separate person from its parent corporation for purposes of taxation of transactions with its parent corporation.

"*Prosthetic*" means any of the following tangible personal property if such items are prescribed or recommended by a licensed podiatrist, chiropractor, dentist, physician or surgeon, naturopath, optometrist, osteopathic physician or surgeon, psychologist, hearing aid dispenser, physician assistant, nurse practitioner or veterinarian:

(1) Any man-made device for support or replacement of a part of the body, or to increase acuity of one of the senses. Such items include: prescription eyeglasses; contact lenses; hearing aids; artificial limbs or teeth; neck, back, arm, leg, or similar braces.

(2) Insulin, insulin syringes, and glucose test strips sold with or without a prescription.

(3) Hospital beds, crutches, wheelchairs, similar home health aids, or corrective shoes.

(4) Drugs or medicine, including oxygen.

(5) Equipment used to generate, monitor, or provide health support systems, such as respiratory equipment, oxygen concentrator, dialysis machine.

(6) Durable medical equipment which has a federal health care financing administration common procedure code, is designated reimbursable by Medicare, can withstand repeated use, is primarily and customarily used to serve a medical purpose, is generally not useful to a person in the absence of illness or injury and is appropriate for use in the home.

(7) Orthodontic devices dispensed by a dental professional who is licensed under Title 32, Chapter 11 to a patient as part of the practice of dentistry.

(~~7~~8) Under no circumstances shall "prosthetic" include medical marijuana regardless of whether it is sold or dispensed pursuant to a prescription, recommendation, or written certification by any authorized person.

"Qualifying Community Health Center"

(1) Means an entity that is recognized as nonprofit under 501(c)(3) of the United States Internal Revenue Code, that is a community-based, primary care clinic that has a community-based board of directors and that is either:

(a) The sole provider of primary care in the community.

(b) A nonhospital affiliated clinic that is located in a federally designated medically underserved area in this State.

(2) Includes clinics that are being constructed as qualifying community health centers.

"Qualifying Health Care Organization" means an entity that is recognized as nonprofit under Section 501(c) of the United States Internal Revenue Code and that uses, saves or invests at least eighty percent (80%) of all monies that it receives from all sources each year only for health and medical related educational and charitable services, as documented by annual financial audits prepared by an independent certified public accountant, performed according to generally accepted accounting standards and filed annually with the Arizona Department of Revenue. Monies that are used, saved or invested to

lease, purchase or construct a facility for health and medical related education and charitable services are included in the eighty percent (80%) requirement.

"Qualifying hospital" means any of the following:

(1) A licensed hospital which is organized and operated exclusively for charitable purposes, no part of the net earnings of which inures to the benefit of any private shareholder or individual.

(2) A licensed nursing care institution or a licensed residential care institution or a residential care facility operated in conjunction with a licensed nursing care institution or a licensed kidney dialysis center, which provides medical services, nursing services or health related services and is not used or held for profit.

(3) A hospital, nursing care institution or residential care institution which is operated by the federal government, this State or a political subdivision of this State.

(4) A facility that is under construction and that on completion will be a facility under subdivision (1), (2) or (3) of this paragraph.

"Receipt (of Notice) by the Taxpayer" means the earlier of actual receipt or the first attempted delivery by certified United States mail to the taxpayer's address of record with the Tax Collector.

"Remediation" means those actions that are reasonable, necessary, cost-effective and technically feasible in the event of the release or threat of release of hazardous substances into the environment such that the waters of the State are or may be affected, such actions as may be necessary to monitor, assess and evaluate such release or threat of release, actions of remediation, removal or disposal of hazardous substances or taking such other actions as may be necessary to prevent, minimize or mitigate damage to the public health or welfare or to the waters of the State which may otherwise result from a release or threat of release of a hazardous substance that will or may affect the waters of the State. Remediation activities include the use of biostimulation with indigenous microbes and bioaugmentation using microbes that are nonpathogenic, nonopportunistic and that are naturally occurring. Remediation activities may include community information and participation costs and providing an alternative drinking water supply.

"Rental Equipment" means tangible personal property sold, rented, leased, or licensed to customers to the extent that the item is actually used by the customer for rental, lease, or license to others; provided that:

(1) The vendee is regularly engaged in the business of renting, leasing, or licensing such property for a consideration; and

(2) The item so claimed as "rental equipment" is not used by the person claiming the exemption for any purpose other than rental, lease, or license for compensation, to an extent greater than fifteen percent (15%) of its actual use.

"Rental Supply" means an expendable or nonexpendable repair or replacement part sold to become part of "rental equipment", provided that:

(1) The documentation relating to each purchased item so claimed specifically itemizes to the vendor the actual item of "rental equipment" to which the purchased item is intended to be attached as a repair or replacement part; and

(2) The vendee is regularly engaged in the business of renting, leasing, or licensing such property for a consideration; and

(3) The item so claimed as "rental equipment" is not used by the person claiming the exemption for any purpose other than rental, lease, or license for compensation, to an extent greater than fifteen percent (15%) of its actual use.

"Repairer" means a person who restores or renews products, wares, or articles of manufacture.

"Resides within the City" means in cases other than individuals, whose legal addresses are determinative of residence, the engaging, continuing, or conducting of regular business activity within the City.

"Restaurant" means any business activity where articles of food, drink, or condiment are customarily prepared or served to patrons for consumption on or off the premises, also including bars, cocktail lounges, the dining rooms of hotels, and all caterers. For the purposes of this Chapter, a "fast food" business, which includes street vendors and mobile vendors selling in public areas or at entertainment or sports or similar events, who prepares or sells food or drink for consumption on or off the premises is considered a "restaurant", and not a "retailer".

"Retail Sale (Sale at Retail)" means the sale of tangible personal property, except the sale of tangible personal property to a person regularly engaged in the business of selling such property.

"Retailer" means any person engaged or continuing in the business of sales of tangible personal property at retail.

"Sale" means any transfer of title or possession, or both, exchange, barter, conditional or otherwise, in any manner or by any means whatsoever, including consignment transactions and auctions, of property for a consideration. "Sale" includes any transaction whereby the possession of such property is transferred but the seller retains the title as security for the payment of the price. "Sale" also includes the fabrication of tangible personal property for consumers who, in whole or in part, furnish either directly or indirectly the materials used in such fabrication work.

"Solar Daylighting" means a device that is specifically designed to capture and redirect the visible portion of the solar beam, while controlling the infrared portion for use in illuminating interior building spaces in lieu of artificial lighting.

"Solar Energy Device" means a system or series of mechanisms designed primarily to provide heating, to provide cooling, to produce electrical power, to produce mechanical power, to provide solar daylighting or to provide any combination of the foregoing by means of collecting and transferring solar generated energy into such uses either by active or passive means, including wind generator systems that produce electricity. Solar energy systems may also have the capability of storing solar energy for future use. Passive systems shall clearly be designed as a solar energy device, such as a Trombe wall, and not merely as a part of a normal structure, such as a window.

"Speculative Builder" means either:

(1) An owner-builder who sells or contracts to sell, at anytime, improved real property (as provided in Section 21.1-416) consisting of:

(~~A~~a) Custom, model, or inventory homes, regardless of the stage of completion of such homes; or

(~~B~~b) Improved residential or commercial lots without a structure; or

(2) An owner-builder who sells or contracts to sell improved real property, other than improved real property specified in subsection (1) above:

(~~A~~a) Prior to completion; or

(~~B~~b) Before the expiration of twenty-four (24) months after the improvements of the real property sold are substantially complete.

"Substantially Complete" means the construction contracting or reconstruction contracting:

(1) Has passed final inspection or its equivalent; or

(2) Certificate of occupancy or its equivalent has been issued; or

(3) Is ready for immediate occupancy or use.

"Supplier" means any person who rents, leases, licenses, or makes sales of tangible personal property within the City, either directly to the consumer or customer or to wholesalers, jobbers, fabricators,

manufacturers, modifiers, assemblers, repairers, or those engaged in the business of providing services which involve the use, sale, rental, lease, or license of tangible personal property.

"Tax Collector" means the City Manager or his designee or agent for all purposes under this Chapter.

"Taxpayer" means any person liable for any tax under this Chapter.

"Taxpayer Problem Resolution Officer" means the individual designated by the City to perform the duties identified in Sections 21.1-515 and 21.1-516. In cities with a population of fifty thousand (50,000) or more, the Taxpayer Problem Resolution Officer shall be an employee of the City. In cities with a population of less than fifty thousand (50,000), the Taxpayer Problem Resolution Officer need not be an employee of the City. Regardless of whether the Taxpayer Problem Resolution Officer is or is not an employee of the City, the Taxpayer Problem Resolution Officer shall have substantive knowledge of taxation. The identity of and telephone number for the Taxpayer Problem Resolution Officer can be obtained from the Tax Collector.

"Telecommunication Service" means any service or activity connected with the transmission or relay of sound, visual image, data, information, images, or material over a communications channel or any combination of communications channels.

"Transient" means any person who either at the person's own expense or at the expense of another obtains lodging space or the use of lodging space on a daily or weekly basis, or on any other basis for less than thirty (30) consecutive days.

"Utility Service" means the producing, providing, or furnishing of electricity, electric lights, current, power, gas (natural or artificial), or water to consumers or ratepayers.

(Res. No. 4491, § 1, 6-14-11; Ord. No. 2843, § 1, 5-14-13)

Sec. 21.1-110. - Definitions: Income-producing capital equipment.

(a) The following tangible personal property, other than items excluded in subsection (d) below, shall be deemed "income-producing capital equipment" for the purposes of this Chapter:

(1) Machinery or equipment used directly in manufacturing, processing, fabricating, job printing, refining or metallurgical operations. The terms "manufacturing", "processing", "fabricating", "job printing", "refining", and "metallurgical" as used in this paragraph refer to and include those operations commonly understood within their ordinary meaning. "Metallurgical operations" includes leaching, milling, precipitating, smelting and refining.

(2) Mining machinery, or equipment, used directly in the process of extracting ores or minerals from the earth for commercial purposes, including equipment required to prepare the materials for extraction and handling, loading or transporting such extracted material to the surface. "Mining" includes underground, surface and open pit operations for extracting ores and minerals.

(3) Tangible personal property, sold to persons engaged in business classified under the telecommunications classification, consisting of central office switching equipment; switchboards; private branch exchange equipment; microwave radio equipment, and carrier equipment including optical fiber, coaxial cable, and other transmission media which are components of carrier systems.

(4) Machinery, equipment, or transmission lines used directly in producing or transmitting electrical power, but not including distribution. Transformers and control equipment used at transmission substation sites constitute equipment used in producing or transmitting electrical power.

(5) Pipes or valves four inches (4") in diameter or larger and related equipment, used to transport oil, natural gas, artificial gas, water, or coal slurry. For the purpose of this section, related equipment includes: compressor units, regulators, machinery and equipment, fittings, seals and any other parts that are used in operating the pipes or valves.

(6) Aircraft, navigational and communication instruments, and other accessories and related equipment sold to:

(A) A person holding a federal certificate of public convenience and necessity or foreign air carrier permit for air transportation for use as or in conjunction with or becoming a part of aircraft to be used to transport persons, property or United States mail in intrastate, interstate or foreign commerce.

(B) Any foreign government for use by such government outside of this State.

(C) Persons who are not residents of this State and who will not use such property in this State other than in removing such property from this State. This subdivision also applies to corporations that are not incorporated in this State, regardless of maintaining a place of business in this State, if the principal corporate office is located outside this State and the property will not be used in this State other than in removing the property from this State.

(7) Machinery, tools, equipment and related supplies used or consumed directly in repairing, remodeling or maintaining aircraft, aircraft engines or aircraft component parts by or on behalf of a certificated or licensed carrier of persons or property.

(8) Railroad rolling stock, rails, ties and signal control equipment used directly to transport persons or property.

(9) Machinery or equipment used directly to drill for oil or gas or used directly in the process of extracting oil or gas from the earth for commercial purposes.

(10) Buses or other urban mass transit vehicles which are used directly to transport persons or property for hire or pursuant to a governmentally adopted and controlled urban mass transportation program and which are sold to bus companies holding a federal certificate of convenience and necessity or operated by a city, town or other governmental entity or by any person contracting with such governmental entity as part of a governmentally adopted and controlled program to provide urban mass transportation.

(11) Metering, monitoring, receiving, and transmitting equipment acquired by persons engaged in the business of providing utility services or telecommunications services; but only to the extent that such equipment is to be used by the customers of such persons and such persons separately charge or bill their customers for use of such equipment.

(12) Groundwater measuring devices required under A.R.S. § 45-604.

(13) Machinery or equipment used in research and development. In this paragraph, "research and development" means basic and applied research in the sciences and engineering, and designing, developing or testing prototypes, processes or new products, including research and development of computer software that is embedded in or an integral part of the prototype or new product or that is required for machinery or equipment otherwise exempt under this section to function effectively. Research and development do not include manufacturing quality control, routine consumer product testing, market research, sales promotion, sales service, research in social sciences or psychology, computer software research that is not included in the definition of research and development, or other nontechnological activities or technical services.

(14) (Reserved).

(15) Included in income producing capital equipment are liquid, solid or gaseous chemicals used in manufacturing, processing, fabricating, mining, refining, metallurgical operations, research and development or job printing, if using or consuming the chemicals, alone or as part of an integrated system of chemicals, involving direct contact with the materials from which the product is produced for the purpose of causing or permitting a chemical or physical change to occur in the materials as part of the production process. This subsection does not include chemicals that are used or consumed in activities such as packaging, storage or transportation but does not affect any deduction for such chemicals that is otherwise provided by this Code. Chemicals meeting the requirements of this subsection are deemed not to be expendable under subsection (d) of this section.

(16) Cleanrooms that are used for manufacturing, processing, fabrication or research and development, as defined in paragraph (13) of this subsection, of semiconductor products. For purposes of this paragraph, "cleanroom" means all property that comprises or creates an environment where humidity, temperature, particulate matter and contamination are precisely controlled within specified parameters, without regard to whether the property is actually contained within that environment or whether any of the property is affixed to or incorporated into real property. Cleanroom:

(A) Includes the integrated systems, fixtures, piping, movable partitions, lighting and all property that is nec-essary or adapted to reduce contamination or to control airflow, temperature, humidity, chemical purity or other environmental conditions or manufacturing tolerances, as well as the production machinery and equipment operating in conjunction with the cleanroom environment.

(B) Does not include the building or other permanent, nonremovable component of the building that houses the cleanroom environment.

(17) Machinery and equipment that are purchased by or on behalf of the owners of a soundstage complex and primarily used for motion picture, multimedia or interactive video production in the complex. This paragraph applies only if the initial construction of the soundstage complex begins after June 30, 1996 and before January 1, 2002 and the machinery and equipment are purchased before the expiration of five years after the start of initial construction. For purposes of this paragraph:

(A) *"Motion picture, multimedia or interactive video production"* includes products for theatrical and television release, educational presentations, electronic retailing, documentaries, music videos, industrial films, cd-rom, video game production, commercial advertising and television episode production and other genres that are introduced through developing technology.

(B) *"Soundstage complex"* means a facility of multiple stages including production offices, construction shops and related areas, prop and costume shops, storage areas, parking for production vehicles and areas that are leased to businesses that complement the production needs and orientation of the overall facility.

(18) Tangible personal property that is used by either of the following to receive, store, convert, produce, generate, decode, encode, control or transmit telecommunications information:

(A) Any direct broadcast satellite television or data transmission service that operates pursuant to 47 Code of Federal Regulations parts 25 and 100.

(B) Any satellite television or data transmission facility, if both of the following conditions are met:

(i) Over two-thirds of the transmissions, measured in megabytes, transmitted by the facility during the test period were transmitted to or on behalf of one or more direct broadcast satellite television or data transmission services that operate pursuant to 47 Code of Federal Regulations parts 25 and 100.

(ii) Over two-thirds of the transmissions, measured in megabytes, transmitted by or on behalf of those direct broadcast television or data transmission services during the test period were transmitted by the facility to or on behalf of those services.

For purposes of subdivision (B) of this paragraph, "test period" means the three hundred sixty-five day period beginning on the later of the date on which the tangible personal property is purchased or the date on which the direct broadcast satellite television or data transmission service first transmits information to its customers.

(19) Machinery and equipment that is used directly in the feeding of poultry, the environmental control of housing for poultry, the movement of eggs within a production and packaging facility or

the sorting or cooling of eggs. This exemption does not apply to vehicles used for transporting eggs.

(20) Machinery or equipment, including related structural components, that is employed in connection with manufacturing, processing, fabricating, job printing, refining, mining, natural gas pipelines, metallurgical operations, telecommunications, producing or transmitting electricity or research and development that is used directly to meet or exceed rules or regulations adopted by the Federal Energy Regulatory Commission, the United States Environmental Protection Agency, the United States Nuclear Regulatory Commission, the Arizona Department of Environmental Quality or a political subdivision of this state to prevent, monitor, control or reduce land, water or air pollution.

(21) Machinery or equipment that enables a television station to originate and broadcast or to receive and broadcast digital television signals and that was purchased to facilitate compliance with the Telecommunications Act of 1996 (P.L. 104-104; 110 Stat. 56; 47 United States Code Section 336) and the Federal Communications Commission Order issued April 21, 1997, 47 Code of Federal Regulations Part 73. This paragraph does not exempt any of the following:

(A) Repair or replacement parts purchased for the machinery or equipment described in this paragraph.

(B) Machinery or equipment purchased to replace machinery or equipment for which an exemption was previously claimed and taken under this paragraph.

(C) Any machinery or equipment purchased after the television station has ceased analog broadcasting, or purchased after November 1, 2009, whichever occurs first.

(b) The term *"income-producing capital equipment"* shall further include ancillary machinery and equipment used for the treatment of waste products created by the business activities which are allowed to purchase "income-producing capital equipment" defined in subsection (a) above.

(c) The term *"income-producing capital equipment"* shall further include repair and replacement parts, other than the items in subsection (d) below, where the property is acquired to become an integral part of another item itemized in subsections (a) or (b) above.

(d) The tangible personal property defined as income-producing capital equipment in this Section shall not include:

(1) *Expendable materials.* For purposes of this paragraph, expendable materials do not include any of the categories of tangible personal property specified in subsections (a), (b) or (c) of this Section regardless of the cost or useful life of that property.

(2) Janitorial equipment and hand tools.

(3) Office equipment, furniture, and supplies.

(4) Tangible personal property used in selling or distributing activities.

(5) Motor vehicles required to be licensed by the State of Arizona, except buses or other urban mass transit vehicles specifically exempted pursuant to subsection (a)(10) above without regard to the use of such motor vehicles.

(6) Shops, buildings, docks, depots, and all other materials of whatever kind or character not specifically included as exempt.

(7) Motors and pumps used in drip irrigation systems.

(8) (Reserved).

(e) For the purposes of this Section:

(1) *"Aircraft"* includes:

(A) An airplane flight simulator that is approved by the Federal Aviation Administration for use as a Phase II or higher flight simulator under Appendix H, 14 Code of Federal Regulations Part 121.

(B) Tangible personal property that is permanently affixed or attached as a component part of an aircraft that is owned or operated by a certificated or licensed carrier of persons or property.

(2) *"Other accessories and related equipment"* includes aircraft accessories and equipment such as ground service equipment that physically contact aircraft at some point during the overall carrier operation.

(Res. No. 4491, § 1, 6-14-11)

Sec. 21.1-115. - Definitions: Computer software; custom computer programming.

(a) *"Computer Software"* means any computer program, part of such a program, or any sequence of instructions for automatic data processing equipment. Computer software which is not "custom computer programming" is deemed to be tangible personal property for the purposes of this Chapter, regardless of the method by which title, possession, or right to use the software is transferred to the user.

(b) *"Custom Computer Programming"* means any computer software which is written or prepared exclusively for a customer and includes those services represented by separately stated charges for the modification of existing prewritten programs when the modifications are written or prepared exclusively for a customer.

(1) The term does not include a prewritten program which is held or existing for general or repeated sale, lease, or license, even if the program was initially developed on a custom basis for in-house, or for a single customer's, use.

(2) Modification to an existing prewritten program to meet the customer's needs is custom computer programming only to the extent of the modification, and only to the extent that the actual amount charged for the modification is separately stated on invoices, statements, and other billing documents supplied to the customer.

(Res. No. 4491, § 1, 6-14-11)

~~Sec. 21.1-120. Definitions: food for home consumption.~~

~~(a) For the purposes of this Section only, the following definitions shall be applicable:~~

~~(1) *"Eligible grocery business"* means an establishment whose sales of food are such that it is eligible to participate in the food stamp program established by the Food Stamp Act of 1977 (P.L. 95-113; 91 Stat. 958.7 U.S.C. Section 2011 et seq.), according to regulations in effect on January 1, 1979. An establishment is deemed eligible to participate in the Food Stamp Program if it is authorized to participate in the program by the United States Department of Agriculture Food and Nutrition Service Field Office on the effective date of this Section, or if, prior to a reporting period for which the return is filed, such retailer proves to the satisfaction of the Tax Collector that the establishment, based on the nature of the retailer's food sales, could be eligible to participate in the food stamp program established by the Food Stamp Act of 1977 according to regulations in effect on January 1, 1979.~~

~~(2) *"Facilities for the consumption of food"* means tables, chairs, benches, booths, stools, counters, and similar conveniences, trays, glasses, dishes, or other tableware and parking areas for the convenience of in-car consumption of food in or on the premises on which the retailer conducts business.~~

~~(3) *"Food for consumption on the premises"* means any of the following:~~

~~(A) *"Hot prepared food"* as defined below.~~

~~(B) Hot or cold sandwiches.~~

(C) Food served by an attendant to be eaten at tables, chairs, benches, booths, stools, counters, and similar conveniences and within parking areas for the convenience of in-car consumption of food.

(D) Food served with trays, glasses, dishes, or other tableware.

(E) Beverages sold in cups, glasses, or open containers.

(F) Food sold by caterers.

(G) Food sold within the premises of theatres, movies, operas, shows of any type or nature, exhibitions, concerts, carnivals, circuses, amusement parks, fairs, races, contests, games, athletic events, rodeos, billiard and pool parlors, bowling alleys, public dances, dance halls, boxing, wrestling and other matches, and any business which charges admission, entrance, or cover fees for exhibition, amusement, entertainment, or instruction.

(H) Any items contained in subsections (a)(3)(A) through (G) above even though they are sold on a "take-out" or "to go" basis, and whether or not the item is packaged, wrapped, or is actually taken from the premises.

(4) *"Hot prepared food"* means those products, items, or ingredients of food which are prepared and intended for consumption in a heated condition. "Hot prepared food" includes a combination of hot and cold food items or ingredients if a single price has been established.

(5) *"Premises"* means the total space and facilities in or on which a vendor conducts business and which are owned or controlled, in whole or in part, by a vendor or which are made available for the use of customers of the vendor or group of vendors, including any building or part of a building, parking lot, or grounds.

(b) *"Food for home consumption"* means all food, except food for consumption on the premises, if sold by any of the following:

(1) An eligible grocery business.

(2) A person who conducts a business whose primary business is not the sale of food but who sells food which is displayed, packaged, and sold in a similar manner as an eligible grocery business.

(3) A person who sells food and does not provide or make available any facilities for the consumption of food on the premises.

(4) A person who conducts a delicatessen business either from a counter which is separate from the place and cash register where taxable sales are made or from a counter which has two cash registers and which are used to record taxable and tax exempt sales, or a retailer who conducts a delicatessen business who uses a cash register which has at least two tax computing keys which are used to record taxable and tax exempt sales.

(5) (Reserved).

(6) Vending machines and other types of automatic retailers.

(7) A person's sales of food, drink and condiment for consumption within the premises of any prison, jail or other institution under the jurisdiction of the State Department of Corrections, the Department of Public Safety, the Department of Juvenile Corrections or a county sheriff.

Sec. 21.1-120. (Reserved).

(Res. No. 4491, § 1, 6-14-11)

ARTICLE II. - DETERMINATION OF GROSS INCOME

Sec. 21.1-200. - Determination of gross income: In general.

(a) Gross income includes:

(1) The value proceeding or accruing from the sale of property, the providing of service, or both.

(2) The total amount of the sale, lease, license for use, or rental price at the time of such sale, rental, lease, or license.

(3) All receipts, cash, credits, barter, exchange, reduction of or forgiveness of indebtedness, and property of every kind or nature derived from a sale, lease, license for use, rental, or other taxable activity.

(4) All other receipts whether payment is advanced prior to, contemporaneous with, or deferred in whole or in part subsequent to the activity or transaction.

(b) Barter, exchange, trade-outs, or similar transactions are includable in gross income at the fair market value of the service rendered or property transferred, whichever is higher, as they represent consideration given for consideration received.

(c) No deduction or exclusion is allowed from gross income on account of the cost of the property sold, the time value of money, expense of any kind or nature, losses, materials used, labor or service performed, interest paid, or credits granted.

(d) For the purpose of this chapter the total amount of gross income, gross receipts or gross proceeds of sales for nuclear fuel shall be deemed to be the value of the purchase price of uranium oxide used in producing the fuel. The tax imposed by this chapter may be imposed only once for any one quantity or batch of nuclear fuel regardless of the number of transactions or financing arrangements which may occur with respect to that nuclear fuel.

(Res. No. 4491, § 1, 6-14-11)

Sec. 21.1-210. - Determination of gross income: Transactions between affiliated companies or persons.

In transactions between affiliated companies or persons, or in other circumstances where the relationship between the parties is such that the gross income from the transaction is not indicative of the market value of the subject matter of the transaction, the Tax Collector shall determine the "market value" upon which the City Privilege and Use Taxes shall be levied. "Market value" shall correspond as nearly as possible to the gross income from similar transactions of like quality or character by other taxpayers where no common interest exists between the parties, but otherwise under similar circumstances and conditions.

(Res. No. 4491, § 1, 6-14-11)

Sec. 21.1-220. - Determination of gross income: Artificially contrived transactions.

The Tax Collector may examine any transaction, reported or unreported, if, in his opinion, there has been or may be an evasion of the taxes imposed by this Chapter and to estimate the amount subject to tax in cases where such evasion has occurred. The Tax Collector shall disregard any transaction which has been undertaken in an artificial manner in order to evade the taxes imposed by this Chapter.

(Res. No. 4491, § 1, 6-14-11)

Sec. 21.1-230. - Determination of gross income based upon method of reporting.

The method of reporting chosen by a taxpayer, as provided in Section 21.1-520, necessitates the following adjustments to gross income for all purposes under this Chapter:

(a) *Cash basis.* When a person elects to report and pay taxes on a cash basis, gross income for the reporting period shall include:

(1) The total amounts received on "paid in full" transactions, against which are allowed all applicable deductions and exclusions; and

(2) All amounts received on accounts receivable, conditional sales contract, or other similar transactions, against which no deductions and no exclusions from gross income are allowed. Interest on finance contracts may be deducted if separately itemized on all books and records.

(b) *Accrual basis.* When a person elects to report and pay taxes on an accrual basis, gross income shall include all gross income for the applicable period regardless of whether receipts are for cash, credit, conditional, or partially deferred transactions, and regardless of whether or not any security

document or instrument is sold, assigned, or otherwise transferred to another. Persons reporting on the accrual basis may deduct bad debts, provided that:

(1) The amount deducted for the bad debt must be deducted from gross income of the month in which the actual charge-off was made, and only to the extent that such amount was actually charged-off, and also only to the extent that such amount is or was included as taxable gross income; and

(2) If any amount is subsequently collected on such charged-off account, it shall be included in gross income for the month in which it was collected, without deduction for expense of collection.

(Res. No. 4491, § 1, 6-14-11)

Sec. 21.1-240. - Exclusion of cash discounts, returns, refunds, trade-in values, vendor-issued coupons, and rebates from gross income.

(a) The following items are not included in gross income:

(1) Cash discounts allowed by the vendor for timely payment, but only discounts allowed against taxable gross income.

(2) The value of property returned by customers to the extent of the amount actually refunded either in cash or by credit and the amount refunded was included in taxable gross income.

(3) The trade-in allowance for tangible personal property accepted as payment, not to exceed the full sales price for any tangible personal property sold, when the full sales price is included in taxable gross income. Trade-in allowances are not allowed for manufactured buildings taxable under Section 21.1-427.

(4) When coupons issued by a vendor are later accepted by the vendor as a discount against the transaction, the discount may be excluded from gross income as a cash discount. Amounts credited or refunded by a vendor for redemption of coupons issued by any person other than the vendor may not be excluded from gross income.

(5) Rebates issued by the vendor to a customer as a discount against the transaction may be excluded from gross income as a cash discount. Rebates issued by a person other than the vendor may not be excluded from gross income, even when the vendee assigns his right to the rebate to the vendor.

(6) In computing the tax base, gross proceeds of sales or gross income does not include a manufacturer's cash rebate on the sales price of a motor vehicle if the buyer assigns the buyer's right in the rebate to the retailer.

(b) If the amount specified in subsection (a) above is credited by a vendor subsequent to the reporting period in which the original transaction occurs, such amount may be excluded from the taxable gross income of that subsequent reporting period, but only to the extent that the excludable amount was reported as taxable gross income in that prior reporting period.

(Res. No. 4491, § 1, 6-14-11)

Sec. 21.1-250. - Exclusion of combined taxes from gross income; itemization; notice; limitations.

(a) *When tax is separately charged and/or collected.* The total amount of gross income shall be exclusive of combined taxes only when the person upon whom the tax is imposed shall establish to the satisfaction of the Tax Collector that such tax has been added to the total price of the transaction. The taxpayer must provide to his customer and also keep a reliable record of the actual tax charged or collected, shown by cash register tapes, sales tickets, or other accurate record, separating net transaction price and combined tax. If at any time the Tax Collector cannot ascertain from the records kept by the taxpayer the total or amounts billed or collected on account of combined taxes, the claimed taxes collected may not be excluded from gross income, unless such records are completed and/or clarified to the satisfaction of the Tax Collector.

(1) *Remittance of all tax charged and/or collected.* When an added charge is made to cover City (or combined) Privilege and Use Taxes, the person upon whom the tax is imposed shall pay the full

amount of the City taxes due, whether collected by him or not, and in the event he collects more than the amount due he shall remit the excess to the Tax Collector. In the event the Tax Collector cannot ascertain from the records kept by the taxpayer the total or amounts of taxes collected by him, and the Tax Collector is satisfied that the taxpayer has collected taxes in an amount in excess of the tax assessed under this Chapter, the Tax Collector may determine the amount collected and collect the tax so determined in the manner provided in this Chapter.

(2) *Itemization.* A taxpayer, in order to be entitled to exclude from his gross income any amounts paid to him by customers for combined taxes passed on to the customer, must prove that he has provided his customer with a written record of the transaction showing at a minimum the price before the tax, the combined taxes, and the total cost. This shall be [in] addition to the record required to be kept under subsection (a) above.

(b) *When tax has been neither separately charged nor separately collected.* When the person upon whom the tax is imposed shall establish by means of invoices, sales tickets, or other reliable evidence, that no added charge was made to cover combined taxes, the taxpayer may exclude tax collected from such income by dividing such taxable gross income by 1.00 plus a decimal figure representing the effective combined tax rate expressed as a fraction of 1.00.

(Res. No. 4491, § 1, 6-14-11)

Sec. 21.1-260. - Exclusion of fees and taxes from gross income; limitations.

(a) There shall be excluded from gross income of vendors of motor vehicles those motor vehicle registration fees, license fees and taxes, and lieu taxes imposed pursuant to Title 28, Arizona Revised Statutes in connection with the initial purchase of a motor vehicle, but only to the extent that such taxes or fees or both have been separately itemized and collected from the purchaser of the motor vehicle by the vendor, actually remitted to the proper registering, licensing, and taxing authorities, and the provisions of Article III, regarding recordkeeping, are met. For the purpose of the exclusion provided by this subsection only, the terms vendor and vendee shall also apply to a lessor and lessee respectively, of a motor vehicle if, in addition to all other requirements of this subsection, the lease agreement specifically requires the lessee to pay such fees or taxes, and such amounts are separately itemized in the documentation provided to the lessee.

(b) There shall be excluded from gross income of vendors at retail of heavy trucks and trailers, the amount attributable to Federal Excise Taxes imposed by 26 U.S.C. Section 4051, but only to the extent that the provisions of Article III, relating to recordkeeping, have been met.

(c) There shall be excluded from gross income the following fees, taxes, and lieu taxes, but only to the extent that such taxes or fees or both have been separately itemized and collected from the purchaser by the vendor, actually remitted to the proper registering, licensing, and taxing authorities, and the provisions of Article III, regarding recordkeeping, are met:

(1) Emergency telecommunication services excise tax imposed pursuant to A.R.S. § 42-5252. "Emergency telecommunication services" means telecommunication services or systems that use number 911 or a similarly designated telephone number for emergency calls;

(2) The telecommunication devices for the deaf and the severely hearing and speech impaired excise tax imposed pursuant to A.R.S. § 42-5252;

(3) Federal excise taxes on communications services as imposed by 26 U.S.C. § 4251;

(4) Car rental surcharge imposed pursuant to A.R.S. § 48-4234;

(5) Federal excise taxes on passenger vehicles as imposed by 26 U.S.C. § 4001(.01);

(6) Waste tire disposal fees, imposed pursuant to A.R.S. § 44-1302.

(d) There shall be excluded from gross income of vendors of motor vehicles dealer documentation fees, but only to the extent that such fees have been separately itemized and collected from the purchaser of the motor vehicle by the vendor.

(Res. No. 4491, § 1, 6-14-11)

Sec. 21.1-266. - Exclusion of motor carrier revenues from gross income.

There shall be excluded from gross income the gross proceeds of sale or gross income derived from any of the following:

(a) A motor carrier's use on the public highways in this State if the motor carrier is subject to a fee prescribed in A.R.S. Title 28, Chapter 15, Article 4 or A.R.S. Title 28, Chapter 16.

(b) Leasing, renting or licensing a motor vehicle subject to and upon which the fee has been paid under A.R.S. Title 28, Chapter 16.

(c) The sale of a motor vehicle and any repair and replacement parts and tangible personal property becoming a part of such motor vehicle, to a motor carrier who is subject to a fee prescribed in A.R.S. Title 28, Chapter 16 and who is engaged in the business of leasing, renting or licensing such property.

(d) For the purposes of these exclusions, "motor carrier" includes a motor vehicle weighing 26,000 pounds or more, a lightweight motor vehicle which weighs 12,001 pounds to 26,000 pounds and a light motor vehicle weighing 12,000 pounds or less, which pay the fee prescribed in A.R.S. Title 28, Chapter 15 or A.R.S. Title 28, Chapter 16.

(Res. No. 4491, § 1, 6-14-11)

Sec. 21.1-270. - Exclusion of gross income of persons deemed not engaged in business.

(a) For the purposes of this Section, the following definitions shall apply:

(1) "Federally Exempt Organization" means an organization which has received a determination of exemption, or qualifies for such exemption, under 26 U.S.C. Section 501(c) and rules and regulations of the Commissioner of Internal Revenue pertaining to same, but not including a "governmental entity", "non-licensed business", or "public educational entity".

(2) "Governmental Entity" means the Federal Government, the State of Arizona, any other state, or any political subdivision, department, or agency of any of the foregoing; provided further that persons contracting with such a governmental entity to operate any part of a governmentally adopted and controlled program to provide urban mass transportation shall be deemed a governmental entity in all activities such person performs when engaged in said contract.

(3) "Non-Licensed Business" means any person conducting any business activity for gain or profit, whether or not actually realized, which person is not required to be licensed for the conduct or transaction of activities subject to the tax imposed under this Chapter.

(4) "Proprietary Club" means any club which has qualified or would otherwise qualify as an exempt club under the provisions of 26 U.S.C. Section 501(c)(7), (8), and (9), notwithstanding the fact that some or all of the members may own a proprietary interest in the property and assets of the club.

(5) "Public Educational Entity" means any educational entity operated pursuant to any provisions of Title 15, Arizona Revised Statutes.

(b) Transactions which, if conducted by any other person, would produce gross income subject to tax under this Chapter shall not be subject to the imposition of such tax if conducted entirely by a public educational entity; governmental entity, except "proprietary activities" of municipalities as provided by Regulation; or non-licensed business.

(c) Transactions which, if conducted by any other person, would produce gross income subject to the tax under this Chapter shall not be subject to the imposition of such tax if conducted entirely by a federally exempt organization or proprietary club with the following exceptions:

(1) Transactions involving proprietary clubs and organizations exempt under 26 U.S.C. Section 501(c)(7), (8), and (9), where the gross revenue of the activity received from persons other than members and bona fide guests of members is in an amount in excess of fifteen percent (15%) of total gross revenue, as prescribed by Regulation. In the event this fifteen percent (15%) limit is exceeded, the entire gross income of such entity shall be subject to the applicable tax.

(2) Gross income from unrelated business income as that term is defined in 26 U.S.C. Section 512, including all statutory definitions and determinations, the rules and regulations of the Commissioner of Internal Revenue, and his administrative interpretations and guidelines.

(3) (Reserved)

(d) Except as may be provided elsewhere in this Chapter, transactions where customers are exempt organizations, proprietary clubs, public educational entities, governmental entities, or non-licensed businesses shall be deemed taxable transactions for the purpose of the imposition of taxes under this Chapter, notwithstanding that property so acquired may in fact be resold or leased by the acquiring person to others. In the case of sales, rentals, leases, or licenses to proprietary clubs or exempt organizations, the vendor may be relieved from the responsibility for reporting and paying tax on such income only by obtaining from its vendee a verified statement that includes:

(1) a statement that when the property so acquired is resold, rented, leased, or licensed, that the otherwise exempt vendee chooses, or is required, to pay City Privilege Tax or an equivalent excise tax on its gross income from such transactions and does in fact file returns on same; and

(2) The Privilege License number of the otherwise exempt vendee; and

(3) Such other information as the Tax Collector may require.

(e) Franchisees or concessionaires operating businesses for or on behalf of any exempt organization, governmental entity, public educational entity, proprietary club, or non-licensed business shall not be considered to be such an exempt organization, club, entity, or non-licensed business, but shall be deemed to be a taxpayer subject to the provisions of this Chapter, except as provided in the definition of governmental entity, regarding urban mass transit.

(f) In any case, if a federally exempt organization, proprietary club, or non-licensed business rents, leases, licenses, or purchases any tangible personal property for its own storage or use, and no City Privilege or Use Tax or equivalent excise tax has been paid on such transaction, said organization, club, or business shall be liable for the Use Tax upon such acquisitions or use of such property.

(Res. No. 4491, § 1, 6-14-11)

Sec. [21.1]-280. - (Reserved).
(Res. No. 4491, § 1, 6-14-11)

Sec. [21.1]-285. - (Reserved).
(Res. No. 4491, § 1, 6-14-11)

Sec. [21.1]-290. - (Reserved).
(Res. No. 4491, § 1, 6-14-11)

ARTICLE III. - LICENSING AND RECORDKEEPING

FOOTNOTE(S):

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Editor's note—Ord. No. 2925, § 1, adopted Dec. 18, 2014, and the subsequent resolution Res. No. 4911, § 1(Exh. A), adopted Dec. 18, 2014, repealed Art. III in its entirety, §§ 21.1-300—21.1-370 and reenacted a new article, §§ 21.1-300—21.1-380, as set out herein. The new article has been updated with the "2014 Amendment to Chapter 21.1 (Model City Privilege (Sales) Tax Code) Article III—Licensing and Recordkeeping, Sec. 21.1-300 thru 21.1-380." Former Art. III pertained to similar subject matter and derived from Res. No. 4491, § 1, adopted June 14, 2011 and Ord. No. 2843, § 2, adopted May 14, 2013.

Sec. 21.1-300. - Licensing requirements.

(a) The following persons shall make application to the Tax Collector for a Transaction Privilege and Use Tax License and no person shall engage or continue in business or engage in such activities until he shall have such a license:

(1) Every person engaging or continuing in business activities within the city or town upon which a Transaction Privilege Tax is imposed by this Chapter.

(2) Every person engaging or continuing in business within the city or town and storing or using tangible personal property in this municipality upon which a Use Tax is imposed by this Chapter.

(3) (Reserved).

(b) For the purpose of determining whether a Transaction Privilege and Use Tax License is required, a person shall be deemed to be "engaging or continuing in business" within the city or town if:

(1) engaging in any activity as a principal or broker, the gross receipts of which may be subject to Transaction Privilege Tax under Article IV of this Chapter, or

(2) maintaining within the city or town directly, or if a corporation by a subsidiary, an office, distribution house, sales house, warehouse or other place of business; maintaining within the city or town directly, or if a corporation by a subsidiary, any real or tangible personal property; or having any agent or other representative operating within the city or town under the authority of such person, or if a corporation by a subsidiary, irrespective of whether such place of business, property, or agent or other representative is located here permanently or temporarily, or

(3) soliciting sales, orders, contracts, leases, and other similar forms of business relationships, within the city or town from customers, consumers, or users located within the city or town, by means of salesmen, solicitors, agents, representatives, brokers, and other similar agents or by means of catalogs or other advertising, whether such orders are received or accepted within or without this city or town.

(4) A person shall also be deemed to be "engaging or continuing in business" if engaging in any activity subject to Use Tax under Article VI of this Chapter for business purposes. Individuals who acquire items subject to Use Tax for their own personal use or their family's personal use are not required to obtain a license.

(5) (Reserved)

(c) A person engaging in more than one activity subject to Transaction Privilege Tax at any one business location is not required to obtain a separate license for each activity, provided that, at the time such person makes application for a license, he shall list on such application each category of activity in which he is engaged.

(d) The licensee shall inform the Tax Collector of any changes in his business activities, location, or mailing address within thirty (30) days.

(e) Limitation. The issuance of a Transaction Privilege and Use Tax License by the Tax Collector shall in no way be construed as permission to operate a business activity in violation of any other law or regulation to which such activity may be subject.

(f) Casual activity. For the purposes of this Chapter, individuals engaging in a "casual activity or sale" are not subject to the license requirements imposed under this Article provided that they are only engaged in private sales activities, such as the sale of a personal automobile or garage sale, on no more than three separate occasions during any calendar year.

(Ord. No. 2925, § 1, 12-18-14; Res. No. 4911, § 1(Exh. A), 12-18-14)

Sec. 21.1-310. - Licensing: special requirements.

(a) Partnerships. Application for a Transaction Privilege and Use Tax License for a partnership engaging or continuing in business shall provide, as a minimum, the names and addresses of all general partners. Licenses issued to persons engaging in business as partners, limited or general, shall be in the name of the partnership.

(b) Limited Liability Companies. Application for a Transaction Privilege and Use Tax License for a Limited Liability Company (LLC) engaging or continuing in business shall provide, as a minimum, the

names and addresses of all members and the manager. Licenses issued to persons engaging in business as Limited Liability Companies, shall be in the name of the LLC.

(c) Corporations. Application for a Transaction Privilege and Use Tax License for a corporation engaging or continuing in business shall provide, as a minimum, the names and addresses of both the Chief Executive Officer and Chief Financial Officer of the corporation. Licenses issued to persons engaging in business as corporations shall be in the name of the corporation.

(d) Multiple Locations or Multiple Business Names. A person engaging or continuing in one or more businesses at two (2) or more locations or under two (2) or more business names shall procure a license for each such location or business name. A "location" is a place of a separate business establishment.

(e) Real Property Rental Leasing, and Licensing for Use. In all cases the Transaction Privilege and Use Tax License shall be issued only to the owner of the real property regardless of the owner engaging a property manager or other broker to oversee the owner's business activity including filing tax returns on behalf of the owner. Each rental property that can be independently sold or transferred is deemed to be a separate business establishment. Each platted parcel of real property subject to the tax imposed by this Chapter is deemed to be a separate business establishment and requires a separate license, regardless of the number of rental units located on that platted parcel. If one structure is located on multiple parcels in a manner such that ownership of an individual parcel cannot be sold or transferred without requiring alteration to divide the structure, one license shall be required for all affected parcels.

(Ord. No. 2925, § 1, 12-18-14; Res. No. 4911, § 1(Exh. A), 12-18-14)

Sec. 21.1-320. - License fees; annual renewal; renewal fees.

(a) The Transaction Privilege and Use Tax License shall be valid upon receipt of a non-refundable license fee of fifty dollars ($50.00), except for a license to engage in the business activity of residential or commercial real property rental, leasing, and licensing for use as separately identified in this Section. The Transaction Privilege and Use Tax License shall be valid only for the calendar year in which it is issued unless renewed each year by filing the appropriate application for license renewal and paying an annual license renewal fee of fifty dollars ($50.00) for each license, subject to the limitations in A.R.S. 42-5005. Such annual renewal fee shall be due and payable on January 1 of each year and shall be considered delinquent if not paid and received on or before the last business day of January.

(b) The Transaction Privilege and Use Tax License to engage in the business activity of residential real property rental, leasing, and licensing for use shall be valid only upon receipt of a non-refundable license fee of fifty dollars ($50.00). The Transaction Privilege and Use Tax License shall be valid only for the calendar year in which it is issued unless renewed each year by filing the appropriate application for license renewal and paying an annual license renewal fee of fifty dollars ($50.00) for each license, subject to the limitations in A.R.S. 42-5005. Such fee shall be due and payable on January 1 of each year and shall be considered delinquent if not paid and received on or before the last business day of January.

(c) The Transaction Privilege and Use Tax License to engage in the business activity of commercial real property rental, leasing, and licensing for use shall be valid only upon receipt of a non-refundable license fee of fifty dollars ($50.00). The Transaction Privilege and Use Tax License shall be valid only for the calendar year in which it is issued unless renewed each year by filing the appropriate application for license renewal and paying an annual license renewal fee of fifty dollars ($50.00) for each license, subject to the limitations in A.R.S. 42-5005. Such fee shall be due and payable on January I of each year and shall be considered delinquent if not paid and received on or before the last business day of January.

(Ord. No. 2925, § 1, 12-18-14; Res. No. 4911, § 1(Exh. A), 12-18-14)

Sec. 21.1-330. - Licensing: duration; transferability; display; penalties; penalty waiver; relicensing; fees collectible as if taxes.

(a) The Transaction Privilege and Use Tax License shall be valid only for the calendar year in which it is issued unless renewed each year by filing the appropriate application for license renewal and paying the applicable license renewal fee for each license, subject to the limitations in A.R.S. 42-5005. Such fee shall be due and payable on January 1 of each year and shall be considered delinquent if not paid and received on or before the last business day of January. Application and payment of the annual fee must be received in the Tax Collector's office to be deemed paid and received.

(b) The Transaction Privilege and Use Tax License shall be nontransferable between owners or locations, and shall be on display to the public in the licensee's place of business.

(c) Any person required to be licensed under this Chapter who fails to obtain a license on or before conducting any business activity requiring such license shall be subject to the license fees due for each year in business plus a penalty in the amount of fifty percent (50%) of the applicable fee for each period of time for which such fee would have been imposed, from and after the date on which such activity commenced until paid. This penalty shall be in addition to any other penalty imposed under this Chapter and must be paid prior to the issuance of any license. License fee penalties may be waived by the Tax Collector subject to the same terms as the waiver of tax penalties as provided for in Section 21.1-540.

(d) Any licensee who fails to renew his license on or before the due date shall be deemed to be operating without a license following such due date, and shall be subject to all penalties imposed under this Chapter against persons required to be licensed and operating without a license. The non-licensed status may be removed by payment of the annual license fee for each year or portion of a year he operated without a license, plus a license fee penalty of 50% of the license fee due for each year. License fee penalties may be waived by the Tax Collector subject to the same terms as the waiver of tax penalties as provided for in Section 21.1-540.

(e) Any licensee who permits his license to expire through cancellation as provided in Section 21.1-340, by his request for cancellation, by surrender of the license, or by the cessation of the business activity for which the license was issued, and who thereafter applies for a license, shall be granted a new license as a new applicant and shall pay the current license fee imposed under Section 21.1-320.

(f) Any licensee who needs a copy of his Transaction Privilege and Use Tax License which is still in effect shall be charged the current license fee for each reissuance of a license.

(g) Any person conducting a business activity subject to licensing without obtaining a Transaction Privilege and Use Tax License shall be liable to the city for all applicable fees and penalties and shall be subject to the provisions of Sections 21.1-580 and 21.1-590, to the same extent as if such fees and penalties were taxes and penalties under such Sections.

(Ord. No. 2925, § 1, 12-18-14; Res. No. 4911, § 1(Exh. A), 12-18-14)

Sec. 21.1-340. - Licensing: cancellation; revocation.

(a) Cancellation. The Tax Collector may cancel the Transaction Privilege and Use Tax License of any licensee as "inactive" if the taxpayer, required to report monthly, has neither filed any return nor remitted any taxes imposed by this Chapter for a period of six (6) consecutive months; or, if required to report quarterly, has neither filed any return nor remitted any taxes imposed by this Chapter for two (2) consecutive quarters; or, if required to report annually, has neither filed any return nor remitted any taxes imposed by this Chapter when such annual report and tax are due to be filed with and remitted to the Tax Collector.

(b) Revocation. If any licensee fails to pay any tax, interest, penalty, fee, or sum required to be paid under this Chapter, or if such licensee fails to comply with any other provisions of this Chapter, the Tax Collector may revoke the Transaction Privilege and Use Tax License of said licensee.

(c) Notice and Hearing. The Tax Collector shall deliver notice to such licensee of cancellation or revocation of the Transaction Privilege and Use Tax License. If the licensee requests a hearing within twenty (20) days of receipt of such notice, he shall be granted a hearing before the Tax Collector.

(d) After cancellation or revocation of a taxpayer's license, the taxpayer shall not be issued a new license until all reports have been filed; all fees, taxes, interest, and penalties due have been paid; and he is in compliance with all provisions of this Chapter.

(Ord. No. 2925, § 1, 12-18-14; Res. No. 4911, § 1(Exh. A), 12-18-14)

Sec. 21.1-350. - Operating without a license.

It shall be unlawful for any person who is required by this Chapter to obtain a Transaction Privilege and Use Tax License to engage in or continue in business without a license. The Tax Collector shall assess any delinquencies in tax, interest, and penalties which may apply against such person upon any transactions subject to the taxes imposed by this Chapter.

(Ord. No. 2925, § 1, 12-18-14; Res. No. 4911, § 1(Exh. A), 12-18-14)

Sec. 21.1-360. - Recordkeeping requirements.

(a) It shall be the duty of every person subject to the tax imposed by this Chapter to keep and preserve suitable records and such other books and accounts as may be necessary to determine the amount of tax for which he is liable under this Chapter. The books and records must contain, at a minimum, such detail and summary information as may be required by this Article; or when records are maintained within an electronic data processing (EDP) system, the requirements established by the Arizona Department of Revenue for privilege tax filings will be accepted. It shall be the duty of every person to keep and preserve such books and records for a period equal to the applicable limitation period for assessment of tax, and all such books and records shall be open for inspection by the Tax Collector during any business day.

(b) The Tax Collector may direct, by letter, a specific taxpayer to keep specific other books, records, and documents. Such letter directive shall apply:

(1) only for future reporting periods, and

(2) only by express determination of the Tax Collector that such specific recordkeeping is necessary due to the inability of the taxing jurisdiction to conduct an adequate examination of the past activities of the taxpayer, which inability resulted from inaccurate or inadequate books, records, or documentation maintained by the taxpayer.

(Ord. No. 2925, § 1, 12-18-14; Res. No. 4911, § 1(Exh. A), 12-18-14)

Sec. 21.1-362. - Recordkeeping: income.

The minimum records required for persons having gross income subject to, or exempt or excluded from, tax by this Chapter must show:

(a) The gross income of the taxpayer attributable to any activity occurring in whole or in part in the City.

(b) The gross income taxable under this Chapter, divided into categories as stated in the official City tax return.

(c) The gross income subject to Arizona Transaction Privilege Taxes, divided into categories as stated in the official State tax return.

(d) The gross income claimed to be exempt, and with respect to each activity or transaction so claimed:

(1) If the transaction is claimed to be exempt as a sale for resale or as a sale, rental, lease, or license for use of rental equipment:

(A) The City Privilege License number and State Transaction Privilege Tax License number of the customer (or the equivalent city, if applicable, and state tax numbers of the city and state where the customer resides), and

(B) The name, business address, and business activity of the customer, and

(C) Evidence sufficient to persuade a reasonably prudent businessman that the transaction is believed to be in good faith a purchase for resale, or a purchase, rental, lease, or license for use of rental equipment, by the vendee in the ordinary and regular course of his business activity, as provided by Regulation.

(2) If the transaction is claimed to be exempt for any other reason:

(A) The name, business address, and business activity of the customer, and

(B) Evidence which would establish the applicability of the exemption to a reasonably prudent businessman acting in good faith. Ordinary business documentation which would reasonably indicate the applicability of an exemption shall be sufficient to relieve the person on whom the tax would otherwise be imposed from liability therein, if he acts in good faith as provided by Regulation.

(e) With respect to those allowed deductions or exclusions for tax collected or charges for delivery or other direct customer services, where applicable, evidence that the deductible income has been separately stated and shown on the records of the taxpayer and on invoices or receipts provided to the customer. All other deductions, exemptions, and exclusions shall be separately shown and substantiated.

(f) With respect to special classes and activities, such other books, records, and documentation as the Tax Collector, by regulation, shall deem necessary for specific classes of taxpayer by reason of the specialized business activity of any such class.

(g) In all cases, the books and records of the taxpayer shall indicate both individual transaction amounts and totals for each reporting period for each category of taxable, exempt, and excluded income defined by this Chapter.

(Ord. No. 2925, § 1, 12-18-14; Res. No. 4911, § 1(Exh. A), 12-18-14)

Sec. 21.1-364. - Recordkeeping: expenditures.

The minimum records required for persons having expenditures, costs, purchases and rental or lease or license expenses subject to, or exempt or excluded from, tax by this Chapter are:

(a) The total price of all goods acquired for use or storage in the City.

(b) The date of acquisition and the name and business address of the seller or lessor of all goods acquired for use or storage in the City.

(c) Documentation of taxes, freight, and direct customer service labor separately charged and paid for each purchase, rental, lease, or license.

(d) The gross price of each acquisition claimed as exempt from tax, and with respect to each transaction so claimed, sufficient evidence to satisfy the Tax Collector that the exemption claimed is applicable.

(e) As applicable to each taxpayer, documentation sufficient to the Tax Collector, so that he may ascertain:

(1) All construction expenditures and all Privilege and Use Taxes claimed paid, relating to owner-builders and speculative builders.

(2) Disbursement of collected gratuities and related payroll information required of restaurants.

(3) Franchise and license fee payments and computations thereto which relate to:

(A) Utility service.

(B) Telecommunication service.

(4) The validity of any claims of proof of exemption.

(5) A claimed alternative prior value for reconstruction.

(6) All claimed exemptions to the Use Tax imposed by Article VI of this Chapter.

(7) Costs used to compute the "computed charge" claimed for retail service and repair.

(8) Payments of tax to the Arizona Department of Transportation and computations therefor, when a motor-vehicle transporter claims such the exemption.

(9) (Reserved)

(f) Any additional documentation as the Tax Collector, by Regulation, shall deem necessary for any specific class of taxpayer by reason of the specialized business activity of specific exemptions afforded to that class of taxpayer.

(g) In all cases, the books and records of the taxpayer shall indicate both individual transaction amounts and totals for each reporting period for each category of taxable, exempt, and excluded expenditures as defined by this Chapter.

(Ord. No. 2925, § 1, 12-18-14; Res. No. 4911, § 1(Exh. A), 12-18-14)

Sec. 21.1-366. - Recordkeeping: out-of-city and out-of-state sales.

(a) Out-of-City Sales. Any person engaging or continuing in a business who claims out-of-City sales shall maintain and keep accounting records or books indicating separately the gross income from the sales of tangible personal property from such out-of-City branches or locations.

(b) Out-of-State sales. Persons engaged in a business claiming out-of-State sales shall maintain accounting records or books indicating for each out-of-State sale the following documentation:

(1) documentation of location of the buyer at the time of order placement; and

(2) shipping, delivery, or freight documents showing where the buyer took delivery; and

(3) documentation of intended location of use or storage of the tangible personal property sold to such buyer.

(Ord. No. 2925, § 1, 12-18-14; Res. No. 4911, § 1(Exh. A), 12-18-14)

Sec. 21.1-370. - Recordkeeping: claim of exclusion, exemption, deduction, or credit; documentation; liability.

(a) All deductions, exclusions, exemptions, and credits provided in this Chapter are conditional upon adequate proof and documentation of such as may be required either by this Chapter or Regulation.

(b) Any person who claims and receives an exemption, deduction, exclusion, or credit to which he is not entitled under this Chapter, shall be subject to, liable for, and pay the tax on the transaction as if the vendor subject to the tax had passed the burden of the payment of the tax to the person wrongfully claiming the exemption. A person who wrongfully claimed such exemption shall be treated as if he is delinquent in the payment of the tax and shall be subject to interest and penalties upon such delinquency. However, if the tax is collected from the vendor on such transaction it shall not again be collected from the person claiming the exemption, or if collected from the person claiming the exemption it shall not also be collected from the vendor.

(Ord. No. 2925, § 1, 12-18-14; Res. No. 4911, § 1(Exh. A), 12-18-14)

Sec. 21.1-372. - Proof of exemption: sale for resale; sale, rental, lease, or license of rental equipment.

A claim of purchase for resale or of purchase, rental, lease, or license for rent, lease, or license is valid only if the evidence is sufficient to persuade a reasonably prudent businessman that the particular item is being acquired for resale or for rental, lease, or license in the ordinary course of business. The fact

that the acquiring person possesses a Privilege License number, and makes a verbal claim of "sale for resale or lease" or "lease for re-lease" does not meet this burden and is insufficient to justify an exemption. The "reasonable evidence" must be evidence which exists objectively, and not merely in the mind of the vendor, that the property being acquired is normally sold, rented, leased, or licensed by the acquiring person in the ordinary course of business. Failure to obtain such reasonable evidence at the time of the transaction will be a basis for disallowance of any claimed deduction on returns filed for such transactions.

(Ord. No. 2925, § 1, 12-18-14; Res. No. 4911, § 1(Exh. A), 12-18-14)

Sec. 21.1-380. - Inadequate or unsuitable records.

In the event the records provided by the taxpayer are considered by the Tax Collector to be inadequate or unsuitable to determine the amount of the tax for which such taxpayer is liable under the provisions of this Chapter, it is the responsibility of the taxpayer either:

(a) to provide such other records required by this Chapter or Regulation; or

(b) to correct or to reconstruct his records, to the satisfaction of the Tax Collector.

(Ord. No. 2925, § 1, 12-18-14; Res. No. 4911, § 1(Exh. A), 12-18-14)

ARTICLE IV. - PRIVILEGE TAXES

Sec. 21.1-400. - Imposition of privilege taxes; presumption.

(a) There are hereby levied and imposed, subject to all other provisions of this Chapter, the following Privilege Taxes for the purpose of raising revenue to be used in defraying the necessary expenses of the City, such taxes to be collected by the Tax Collector:

(1) A Privilege Tax upon persons on account of their business activities, to the extent provided elsewhere in this Article, to be measured by the gross income of persons, whether derived from residents of the City or not, or whether derived from within the City or from without.

(2) (Reserved).

(3) A privilege tax upon persons for the privilege of selling jet fuel, whether derived from residents of the City or not, or whether derived from within the City or from without, in accordance with the provisions of Section 21.1-422.

(b) *Taxes imposed by this Chapter are in addition to others.* Except as specifically designated elsewhere in this Chapter, each of the taxes imposed by this Chapter shall be in addition to all other licenses, fees, and taxes levied by law, including other taxes imposed by this Chapter.

(c) *Presumption.* For the purpose of proper administration of this Chapter and to prevent evasion of the taxes imposed by this Chapter, it shall be presumed that all gross income, or gallons sold, is subject to the tax until the contrary is established by the taxpayer.

(d) *Limitation of exemptions, deductions, and credits allowed against the measure of taxes imposed by this Chapter.* All exemptions, deductions, and credits set forth in this Chapter shall be limited to the specific activity or transaction described and not extended to include any other activity or transaction subject to the tax.

(Res. No. 4491, § 1, 6-14-11)

Sec. 21.1-405. - Advertising.

(a) The tax rate shall be at an amount equal to two and nine-tenths percent (2.9%) of the gross income from the business activity upon every person engaging or continuing in the business of "local advertising" by billboards, direct mail, radio, television, or by any other means. However, commission and fees retained by an advertising agency shall not be includable in gross income from "local

advertising." All delivery or disseminating of information directly to the public or any portion thereof for a consideration shall be considered "Local Advertising," except the following:

(1) The advertising of a product or service which is sold or provided both within and without the State by more than one "commonly designated business entity" within the State, and in which the advertisement names either no "commonly designated business entity" within the State or more than one "commonly designated business entity." "Commonly Designated Business Entity" means any person selling or providing any product or service to its customers under a common business name or style, even though there may be more than one legal entity conducting business functions using the same or substantially the same business name or style by virtue of a franchise, license, or similar agreement.

(2) The advertising of a facility or of a service or activity in which neither the facility nor a business site carrying on such service or activity is located within the State.

(3) The advertising of a product which may only be purchased from an out-of-State supplier.

(4) Political advertising for United States Presidential and Vice Presidential candidates only.

(5) Advertising by means of product purchase coupons redeemable at any retail establishment carrying such product but not product coupons redeemable only at a single commonly designated business entity.

(6) Advertising transportation services where a substantial portion of the transportation activity of the business entity advertised involves interstate or foreign carriage.

(b) (Reserved).

(Res. No. 4491, § 1, 6-14-11; Ord. No. 2807, § 1, 6-12-12)

Sec. 21.1-407. - (Reserved).

(Res. No. 4491, § 1, 6-14-11)

Sec. 21.1-410. - Amusements, exhibitions, and similar activities.

(a) The tax rate shall be at an amount equal to two and nine-tenths percent (2.9%)of the gross income from the business activity upon every person engaging or continuing in the business of providing amusement that begins in the city or takes place entirely within the City, which includes the following type or nature of businesses:

(1) Operating or conducting theaters, movies, operas, shows of any type or nature, exhibitions, concerts, carnivals, circuses, amusement parks, menageries, fairs, races, contests, games, billiard or pool parlors, bowling alleys, skating rinks, tennis courts, golf courses, video games, pinball machines, public dances, dance halls, sports events, jukeboxes, batting and driving ranges, animal rides, or any other business charging admission for exhibition, amusement, or entertainment.

(2) Health spas, fitness centers, dance studios, or other persons who charge for the use of premises for sports, athletic, other health-related activities or instruction, whether on a per-event use, or for long-term usage, such as membership fees.

(b) *Deductions or exemptions.* The gross proceeds of sales or gross income derived from the following sources is exempt from the tax imposed by this Section:

(1) (Reserved).

(2) Amounts retained by the Arizona Exposition and State Fair Board from ride ticket sales at the annual Arizona State Fair.

(3) Income received from a hotel business subject to tax under Section 21.1-444, if all of the following apply:

(A) The hotel business receives gross income from a customer for the specific business activity otherwise subject to amusement tax.

(B) The consideration received by the hotel business is equal to or greater than the amount to be deducted under this subsection.

(C) The hotel business has provided an exemption certificate to the person engaging in business under this section.

(4) Income that is specifically included as the gross income of a business activity upon which another Section of this Article imposes a tax, that is separately stated to the customer and is taxable to the person engaged in that classification not to exceed consideration paid to the person conducting the activity.

(5) Income from arranging transportation connected to amusement activity that is separately stated to the customer, not to exceed consideration paid to the transportation business.

(c) The tax imposed by this Section shall not include arranging an amusement activity as a service to a person's customers if that person is not otherwise engaged in the business of operating or conducting an amusement themselves or through others. This exception does not apply to businesses that operate or conduct amusements pursuant to customer orders and send the billings and receive the payments associated with that activity, including when the amusement is performed by third party independent contractors. For the purposes of this paragraph, "arranging" includes billing for or collecting amusement charges from a person's customers on behalf of the persons providing the amusement.

(Res. No. 4491, § 1, 6-14-11; Ord. No. 2807, § 1, 6-12-12)

Sec. 21.1-415. - Construction contracting: Construction contractors.

(a) The tax rate shall be at an amount equal to two and nine-tenths percent (2.9%) of the gross income from the business upon every construction contractor engaging or continuing in the business activity of construction contracting within the City.

(1) However, gross income from construction contracting shall not include charges related to groundwater measuring devices required by A.R.S. § 45-604.

(2) (Reserved)

(3) Gross income from construction contracting shall not include gross income from the sale of manufactured buildings taxable under Section 21.1-427.

(4) For taxable periods beginning from and after December 1, 2008, the portion of gross proceeds of sales or gross income attributable to the actual direct costs of providing architectural or engineering services that are incorporated in a contact is not subject to tax under this section. For the purposes of this subsection, "direct costs" means the portion of the actual costs that are directly expended in providing architectural or engineering services.

(b) Deductions and exemptions.

(1) Gross income derived from acting as a "subcontractor" shall be exempt from the tax imposed by this Section.

(2) All construction contracting gross income subject to the tax and not deductible herein shall be allowed a deduction of thirty-five percent (35%).

(3) The gross proceeds of sales or gross income attributable to the purchase of machinery, equipment or other tangible personal property that is exempt from or deductible from privilege or use tax under:

(A) Section 21.1-465, subsections (g) and (p);

(B) Section 21.1-660, subsections (g) and (p);

shall be exempt or deductible, respectively, from the tax imposed by this Section.

(4) The gross proceeds of sales or gross income that is derived from a contract entered into for the installation, assembly, repair or maintenance of income-producing capital equipment, as defined in Section 21.1-110, that is deducted from the retail classification pursuant to Section 21.1-465(g), that does not become a permanent attachment to a building, highway, road, railroad, excavation or manufactured building or other structure, project, development or improvement shall be exempt from the tax imposed by this Section. If the ownership of the realty is separate from the ownership of the income-producing capital equipment, the determination as to permanent attachment shall be made as if the ownership was the same. The deduction provided in this paragraph does not include gross proceeds of sales or gross income from that portion of any contracting activity which consists of the development of, or modification to, real property in order to facilitate the installation, assembly, repair, maintenance or removal of the income-producing capital equipment. For purposes of this paragraph, "permanent attachment" means at least one of the following:

(A) To be incorporated into real property.

(B) To become so affixed to real property that it becomes part of the real property.

(C) To be so attached to real property that removal would cause substantial damage to the real property from which it is removed.

(5) The gross proceeds of sales or gross income received from a contract for the construction of an environmentally controlled facility for the raising of poultry for the production of eggs and the sorting, or cooling and packaging of eggs shall be exempt from the tax imposed under this Section.

(6) The gross proceeds of sales or gross income that is derived from the installation, assembly, repair or maintenance of cleanrooms that are deducted from the tax base of the retail classification pursuant to Section 21.1-465, subsection (g) shall be exempt from the tax imposed under this Section.

(7) The gross proceeds of sales or gross income that is derived from a contract entered into with a person who is engaged in the commercial production of livestock, livestock products or agricultural, horticultural, viticultural or floricultural crops or products in this State for the construction, alteration, repair, improvement, movement, wrecking or demolition or addition to or subtraction from any building, highway, road, excavation, manufactured building or other structure, project, development or improvement used directly and primarily to prevent, monitor, control or reduce air, water or land pollution shall be exempt from the tax imposed under this Section.

(8) The gross proceeds of sales or gross income received from a post construction contract to perform post-construction treatment of real property for termite and general pest control, including wood destroying organisms, shall be exempt from tax imposed under this section.

(9) Through December 31, 2009, the gross proceeds of sales or gross income received from a contract for constructing any lake facility development in a commercial enhancement reuse district that is designated pursuant to A.R.S. § 9-499.08 if the contractor maintains the following records in a form satisfactory to the Arizona Department of Revenue and to the City:

(A) The certificate of qualification of the lake facility development issued by the City pursuant to A.R.S. § 9-499.08, subsection D.

(B) All state and local transaction privilege tax returns for the period of time during which the contractor received gross proceeds of sales or gross income from a contract to construct a lake facility development in a designated commercial enhancement reuse district, showing the amount exempted from state and local taxation.

(C) Any other information considered to be necessary.

(10) Any amount attributable to development fees that are incurred in relation to the construction, development or improvement of real property and paid by the taxpayer as defined

in the model city tax code or by a contractor providing services to the taxpayer. For purposes of this paragraph:

(A) The attributable amount shall not exceed the value of the development fees actually imposed.

(B) The attributable amount is equal to the total amount of development fees paid by the taxpayer or by a contractor providing services to the taxpayer and the total development fees credited in exchange for the construction of, contribution to or dedication of real property for providing public infrastructure, public safety or other public services necessary to the development. The real property must be the subject of the development fees.

(C) *"Development fees"* means fees imposed to offset capital costs of providing public infrastructure, public safety or other public services to a development and authorized pursuant to A.R.S. § 9-463.05, A.R.S. § 11-1102 or A.R.S. Title 48 regardless of the jurisdiction to which the fees are paid.

(11) For taxable periods beginning from and after December 1, 2008 and ending before January 1, 2017, the gross proceeds of sales or gross income derived from a contract to provide and install a solar energy device. The contractor shall register with the Department of Revenue as a solar energy contractor. By registering, the contractor acknowledges that it will make its books and records relating to sales of solar energy devices available to the Department of Revenue and the City, as applicable, for examination.

(c) *"Subcontractor"* means a construction contractor performing work for either:

(1) A construction contractor who has provided the subcontractor with a written declaration that he is liable for the tax for the project and has provided the subcontractor his City Privilege License number.

(2) An owner-builder who has provided the subcontractor with a written declaration that:

(A) The owner-builder is improving the property for sale; and

(B) The owner-builder is liable for the tax for such construction contracting activity; and

(C) The owner-builder has provided the contractor his City Privilege License number.

(3) A person selling new manufactured buildings who has provided the subcontractor with a written declaration that he is liable for the tax for the site preparation and set-up; and provided the subcontractor his City Privilege License number.

Subcontractor also includes a construction contractor performing work for another subcontractor as defined above.

(Res. No. 4491, § 1, 6-14-11; Ord. No. 2807, § 1, 6-12-12)

Sec. 21.1-416. - Construction contracting: Speculative builders.

(a) The tax rate shall be equal to two and nine-tenths percent (2.9%) of the gross income from the business activity upon every person engaging or continuing in business as a speculative builder within the City.

(1) The gross income of a speculative builder considered taxable shall include the total selling price from the sale of improved real property at the time of closing of escrow or transfer of title.

(2) *"Improved Real Property"* means any real property:

(A) Upon which a structure has been constructed; or

(B) Where improvements have been made to land containing no structure (such as paving or landscaping); or

(C) Which has been reconstructed as provided by Regulation; or

(D) Where water, power, and streets have been constructed to the property line.

(3) *"Sale of Improved Real Property"* includes any form of transaction, whether characterized as a lease or otherwise, which in substance is a transfer of title of, or equitable ownership in, improved real property and includes any lease of the property for a term of thirty (30) years or more (with all options for renewal being included as a part of the term). In the case of multiple unit projects, "sale" refers to the sale of the entire project or to the sale of any individual parcel or unit.

(4) *"Partially Improved Residential Real Property"*, as used in this Section, means any improved real property, as defined in subsection (a)(2) above, being developed for sale to individual homeowners, where the construction of the residence upon such property is not substantially complete at the time of the sale.

(b) *Exclusions.*

(1) In cases involving reconstruction contracting, the speculative builder may exclude from gross income the prior value allowed for reconstruction contracting in determining his taxable gross income, as provided by Regulation.

(2) Neither the cost nor the fair market value of the land which constitutes part of the improved real property sold may be excluded or deducted from gross income subject to the tax imposed by this Section.

(3) (Reserved).

(4) A speculative builder may exclude gross income from the sale of partially improved residential real property as defined in (a)(4) above to another speculative builder only if all of the following conditions are satisfied:

(A) The speculative builder purchasing the partially improved residential real property has a valid City privilege license for construction contracting as a speculative builder; and

(B) At the time of the transaction, the purchaser provides the seller with a properly completed written declaration that the purchaser assumes liability for and will pay all privilege taxes which would otherwise be due the City at the time of sale of the partially improved residential real property; and

(C) The seller also:

(i) Maintains proper records of such transactions in a manner similar to the requirements provided in this chapter relating to sales for resale; and

(ii) Retains a copy of the written declaration provided by the buyer for the transaction; and

(iii) Is properly licensed with the City as a speculative builder and provides the City with the written declaration attached to the City privilege tax return where he claims the exclusion.

(5) For taxable periods beginning from and after December 1, 2008, the portion of gross proceeds of sales or gross income attributable to the actual direct costs of providing architectural or engineering services that are incorporated in a contract is not subject to tax under this section. For the purposes of this subsection, "direct costs" means the portion of the actual costs that are directly expended in providing architectural or engineering services.

(c) Tax liability for speculative builders occurs at close of escrow or transfer of title, whichever occurs earlier, and is subject to the following provisions, relating to exemptions, deductions and tax credits:

(1) *Exemptions.*

(A) The gross proceeds of sales or gross income attributable to the purchase of machinery, equipment or other tangible personal property that is exempt from or deductible from privilege or use tax under:

(i) Section 21.1-465, subsections (g) and (p);

(ii) Section 21.1-660, subsections (g) and (p);

shall be exempt or deductible, respectively, from the tax imposed by this Section.

(B) The gross proceeds of sales or gross income received from a contract for the construction of an environmentally controlled facility for the raising of poultry for the production of eggs and the sorting, or cooling and packaging of eggs shall be exempt from the tax imposed under this Section.

(C) The gross proceeds of sales or gross income that is derived from the installation, assembly, repair or maintenance of cleanrooms that are deducted from the tax base of the retail classification pursuant to Section 21.1-465, subsection (g) shall be exempt from the tax imposed under this section.

(D) The gross proceeds of sales or gross income that is derived from a contract entered into with a person who is engaged in the commercial production of livestock, livestock products or agricultural, horticultural, viticultural or floricultural crops or products in this state for the construction, alteration, repair, improvement, movement, wrecking or demolition or addition to or subtraction from any building, highway, road, excavation, manufactured building or other structure, project, development or improvement used directly and primarily to prevent, monitor, control or reduce air, water or land pollution shall be exempt from the tax imposed under this Section.

(E) Any amount attributable to development fees that are incurred in relation to the construction, development or improvement of real property and paid by the taxpayer as defined in the model city tax code or by a contractor providing services to the taxpayer. For purposes of this paragraph:

(i) The attributable amount shall not exceed the value of the development fees actually imposed.

(ii) The attributable amount is equal to the total amount of development fees paid by the taxpayer or by a contractor providing services to the taxpayer and the total development fees credited in exchange for the construction of, contribution to or dedication of real property for providing public infrastructure, public safety or other public services necessary to the development. The real property must be the subject of the development fees.

(iii) "Development fees" means fees imposed to offset capital costs of providing public infrastructure, public safety or other public services to a development and authorized pursuant to A,R,S, § 9-463.05, A.R.S. § 11-1102 or A.R.S. Title 48 regardless of the jurisdiction to which the fees are paid.

(2) *Deductions.*

(A) All amounts subject to the tax shall be allowed a deduction in the amount of thirty-five percent (35%).

(B) The gross proceeds of sales or gross income that is derived from a contract entered into for the installation, assembly, repair or maintenance of income-producing capital equipment, as defined in Section 21.1-110, that is deducted from the retail classification pursuant to Section 21.1-465(g), that does not become a permanent attachment to a building, highway, road, railroad, excavation or manufactured building or other structure, project, development or improvement shall be exempt from the tax imposed by this Section. If the ownership of the realty is separate from the ownership of the income-

producing capital equipment, the determination as to permanent attachment shall be made as if the ownership was the same. The deduction provided in this paragraph does not include gross proceeds of sales or gross income from that portion of any contracting activity which consists of the development of, or modification to, real property in order to facilitate the installation, assembly, repair, maintenance or removal of the income-producing capital equipment. For purposes of this paragraph, "permanent attachment" means at least one of the following:

(i) To be incorporated into real property.

(ii) To become so affixed to real property that it becomes part of the real property.

(iii) To be so attached to real property that removal would cause substantial damage to the real property from which it is removed.

(C) For taxable periods beginning from and after December 1, 2008 and ending before January 1, 2017, the gross proceeds of sales or gross income derived from a contract to provide and install a solar energy device. The contractor shall register with the Department of Revenue as a solar energy contractor. By registering, the contractor acknowledges that it will make its books and records relating to sales of solar energy devices available to the Department of Revenue and the City, as applicable, for examination.

(3) *Tax credits.* The following tax credits are available to owner-builders or speculative builders, not to exceed the tax liability against which such credits apply, provided such credits are documented to the satisfaction of the tax collector:

(A) A tax credit equal to the amount of city privilege or use tax, or the equivalent excise tax, paid directly to a taxing jurisdiction or as a separately itemized charge paid directly to the vendor with respect to the tangible personal property incorporated into the said structure or improvement to real property undertaken by the owner-builder or speculative builder.

(B) A tax credit equal to the amount of privilege taxes paid to this City, or charged separately to the speculative builder, by a construction contractor, on the gross income derived by said person from the construction of any improvement to the real property.

(C) No credits provided herein may be claimed until such time that the gross income against which said credits apply is reported.

(Res. No. 4491, § 1, 6-14-11; Ord. No. 2807, § 1, 6-12-12)

Sec. 21.1-417. - Construction contracting: Owner-builders who are not speculative builders.

(a) At the expiration of twenty-four (24) months after improvement to the property is substantially complete, the tax liability for an owner-builder who is not a speculative builder shall be at an amount equal to two and nine-tenths percent (2.9%) of:

(1) The gross income from the activity of construction contracting upon the real property in question which was realized by those construction contractors to whom the owner-builder provided written declaration that they were not responsible for the taxes as prescribed in subsection 21.1-415(c)(2); and

(2) The purchase of tangible personal property for incorporation into any improvement to real property, computed on the sales price.

(b) For taxable periods beginning from and after December 1, 2008, the portion of gross proceeds of sales or gross income attributable to the actual direct costs of providing architectural or engineering services that are incorporated in a contract is not subject to tax under this section. For the purposes of this subsection, "direct costs" means the portion of the actual costs that are directly expended in providing architectural or engineering services.

(c) The tax liability of this Section is subject to the following provisions, relating to exemptions, deductions and tax credits:

(1) *Exemptions.*

(A) The gross proceeds of sales or gross income attributable to the purchase of machinery, equipment or other tangible personal property that is exempt from or deductible from privilege or use tax under:

(i) Section 21.1-465, subsections (g) and (p);

(ii) Section 21.1-660, subsections (g) and (p);

shall be exempt or deductible, respectively, from the tax imposed by this Section.

(B) The gross proceeds of sales or gross income received from a contract for the construction of an environmentally controlled facility for the raising of poultry for the production of eggs and the sorting, or cooling and packaging of eggs shall be exempt from the tax imposed under this Section.

(C) The gross proceeds of sales or gross income that is derived from the installation, assembly, repair or maintenance of cleanrooms that are deducted from the tax base of the retail classification pursuant to Section 21.1-465, subsection (g) shall be exempt from the tax imposed under this Section.

(D) The gross proceeds of sales or gross income that is derived from a contract entered into with a person who is engaged in the commercial production of livestock, livestock products or agricultural, horticultural, viticultural or floricultural crops or products in this state for the construction, alteration, repair, improvement, movement, wrecking or demolition or addition to or subtraction from any building, highway, road, excavation, manufactured building or other structure, project, development or improvement used directly and primarily to prevent, monitor, control or reduce air, water or land pollution shall be exempt from the tax imposed under this Section.

(E) Any amount attributable to development fees that are incurred in relation to the construction, development or improvement of real property and paid by the taxpayer as defined in the model city tax code or by a contractor providing services to the taxpayer. For purposes of this paragraph:

(i) The attributable amount shall not exceed the value of the development fees actually imposed.

(ii) The attributable amount is equal to the total amount of development fees paid by the taxpayer or by a contractor providing services to the taxpayer and the total development fees credited in exchange for the construction of, contribution to or dedication of real property for providing public infrastructure, public safety or other public services necessary to the development. The real property must be the subject of the development fees.

(iii) "development fees" means fees imposed to offset capital costs of providing public infrastructure, public safety or other public services to a development and authorized pursuant to A.R.S. § 9-463.05, A.R.S. § 11-1102 or A.R.S. Title 48 regardless of the jurisdiction to which the fees are paid.

(2) *Deductions.*

(A) All amounts subject to the tax shall be allowed a deduction in the amount of thirty-five percent (35%).

(B) The gross proceeds of sales or gross income that is derived from a contract entered into for the installation, assembly, repair or maintenance of income-producing capital equipment, as defined in Section 21.1-110, that is deducted from the retail classification pursuant to Section 21.1-465(g), that does not become a permanent attachment to a building, highway, road, railroad, excavation or manufactured building or other structure,

project, development or improvement shall be exempt from the tax imposed by this Section. If the ownership of the realty is separate from the ownership of the income-producing capital equipment, the determination as to permanent attachment shall be made as if the ownership was the same. The deduction provided in this paragraph does not include gross proceeds of sales or gross income from that portion of any contracting activity which consists of the development of, or modification to, real property in order to facilitate the installation, assembly, repair, maintenance or removal of the income-producing capital equipment. For purposes of this paragraph, "permanent attachment" means at least one of the following:

(i) To be incorporated into real property.

(ii) To become so affixed to real property that it becomes part of the real property.

(iii) To be so attached to real property that removal would cause substantial damage to the real property from which it is removed.

(C) For taxable periods beginning from and after December 1, 2008 and ending before January 1, ~~2011~~ 2017, the gross proceeds of sales or gross income derived from a contract to provide and install a solar energy device. The contractor shall register with the Department of Revenue as a solar energy contractor. By registering, the contractor acknowledges that it will make its books and records relating to sales of solar energy devices available to the Department of Revenue and the City, as applicable, for examination.

(3) *Tax credits.* The following tax credits are available to owner-builders and speculative builders, not to exceed the tax liability against which such credits apply, provided such credits are documented to the satisfaction of the tax collector:

(A) A tax credit equal to the amount of city privilege or use tax, or the equivalent excise tax, paid directly to a taxing jurisdiction or as a separately itemized charge paid directly to the vendor with respect to the tangible personal property incorporated into the said structure or improvement to real property undertaken by the owner-builder or speculative builder.

(B) A tax credit equal to the amount of privilege taxes paid to this City, or charged separately to the speculative builder, by a construction contractor, on the gross income derived by said person from the construction of any improvement to the real property.

(C) No credits provided herein may be claimed until such time that the gross income against which said credits apply is reported.

(d) The limitation period for the assessment of taxes imposed by this Section is measured based upon when such liability is reportable, that is, in the reporting period that encompasses the twenty-fifth (25th) month after said unit or project was substantially complete. Interest and penalties, as provided in Section 21.1-540, will be based on reportable date.

(e) (Reserved).

(Res. No. 4491, § 1, 6-14-11; Ord. No. 2807, § 1, 6-12-12)

Sec. 21.1-418. - (Reserved).

(Res. No. 4491, § 1, 6-14-11)

Sec. 21.1-420. - (Reserved).

(Res. No. 4491, § 1, 6-14-11)

Sec. 21.1-422. - Jet fuel sales.

(a) The tax rate shall be at an amount of $.028 per gallon sold from the business activity upon every person engaging or continuing in the business of selling jet fuel.

(1) Gallons sold includes all gallons sold, bartered, exchanged, included as part or whole of a trade-out, or similar transactions regardless of the type or form of payment.

(2) For purposes of this section the following terms are substitutable in Articles III and V of this chapter, and corresponding regulations:

(A) "Gallons" for "gross income"

(B) "Gallon(s)" for "amount(s)".

(b) The burden of proving that a sale of jet fuel is not a taxable sale shall be upon the person who made the sale.

(c) When this city and another Arizona city or town with an equivalent excise tax could claim nexus for taxing a jet fuel sale, the city or town where the permanent business location of the seller at which the order was received shall be deemed to have precedence, and for the purposes of this chapter such city or town has sole and exclusive right to such tax.

(d) The appropriate tax liability for any jet fuel sale where the order is received at a permanent business location of the seller located in this city or in an Arizona city or town that levies an equivalent excise tax shall be at the rate of the city or town of such seller's location.

(e) *Exemptions.* Notwithstanding Section 21.1-400(d), the exemptions in Section 21.1-465(a), (b) and (d) through (z) will apply to sales of jet fuel taxed under this Section.

(Res. No. 4491, § 1, 6-14-11; Ord. No. 2807, § 1, 6-12-12; Ord. No. 2843, § 3, 5-14-13)

Sec. 21.1-425. - Job printing.

(a) The tax rate shall be at an amount equal to two and nine-tenths percent (2.9%) of the gross income from the business activity upon every person engaging or continuing in the business of job printing, which includes engraving of printing plates, embossing, copying, micrographics, and photo reproduction.

(b) The tax imposed by this Section shall not apply to:

(1) Job printing purchased for the purpose of resale by the purchaser in the form supplied by the job printer.

(2) Out-of-City sales.

(3) Out-of-State sales.

(4) Job printing of newspapers, magazines, or other periodicals or publications for a person who is subject to the tax imposed by subsection 21.1-435(a) or an equivalent excise tax; provided further that said person is properly licensed by the taxing jurisdiction at the location of publication.

(5) Sales of job printing to a qualifying hospital, qualifying community health center or a qualifying health care organization, except when the property sold is for use in activities resulting in gross income from unrelated business income as that term is defined in 26 U.S.C. Section 512.

(6) (Reserved).

(7) Sales of postage and freight except that the amount deducted shall not exceed the actual postage and freight expense that is paid to the United States Postal Service or commercial delivery service and that is separately itemized by the taxpayer on the customer's invoice and in the taxpayer's records.

(Res. No. 4491, § 1, 6-14-11)

Sec. 21.1-427. - Manufactured buildings.

(a) The tax rate shall be at an amount equal to two and nine-tenths percent (2.9%) of the gross income, including site preparation, moving to the site, and/or set-up, upon every person engaging or continuing in the business activity of selling manufactured buildings within the City. Such business activity is deemed to occur at the business location of the seller where the purchaser first entered into the contract to purchase the manufactured building.

(b) Sales of used manufactured buildings are not taxable.

(c) The sale prices of furniture, furnishings, fixtures, appliances, and attachments that are not incorporated as component parts of or attached to a manufactured building are exempt from the tax imposed by this Section. Sales of such items are subject to the tax under Section 21.1-460.

(d) Under this Section, a trade-in will not be allowed for the purpose of reducing the tax liability.

(Res. No. 4491, § 1, 6-14-11; Ord. No. 2807, § 1, 6-12-12)

Sec. 21.1-430. - Timbering and other extraction.

(a) The tax rate shall be at an amount equal to two and nine-tenths percent (2.9%) of the gross income from the business activity upon every person engaging or continuing in the following businesses:

(1) Felling, producing, or preparing timber or any product of the forest for sale, profit or commercial use.

(2) Extracting, refining, or producing any oil or natural gas for sale, profit, or commercial use.

(b) The rate specified in subsection (a) above shall be applied to the value of the entire product extracted, refined, produced, or prepared for sale, profit, or commercial use, when such activity occurs within the City, regardless of the place of sale of the product or the fact that delivery may be made to a point without the City or without the State.

(c) If any person engaging in any business classified in this Section ships or transports products, or any part thereof, out of the State without making sale of such products, or ships his products outside of the State in an unfinished condition, the value of the products or articles in the condition or form in which they existed when transported out-of-State and before they enter interstate commerce shall be the basis for assessment of the tax imposed by this Section.

(d) (Reserved).

(Res. No. 4491, § 1, 6-14-11; Ord. No. 2807, § 1, 6-12-12)

Sec. 21.1-432. - Mining.

(a) The tax rate shall be at an amount equal to one tenth of one percent (.1%), not to exceed one tenth of one percent, of the gross income from the business activity upon every person engaging or continuing in the business of mining, smelting, or producing for sale, profit, or commercial use any copper, gold, silver, or other mineral product, compound, or combination of mineral products; but not including the extraction, removal, or production of sand, gravel, or rock from the ground for sale, profit, or commercial use.

(b) The rate specified in subsection (a) above shall be applied to the value of the entire product mined, smelted or produced for sale, profit, or commercial use, when such activity occurs within the City, regardless of the place of sale of the product or the fact that delivery may be made to a point without the City or without the State.

(c) If any person engaging in any business classified in this Section ships or transports products, or any part thereof, out of the State without making sale of such products, or ships his products outside of the State in an unfinished condition, the value of the products or articles in the condition or form in which they existed when transported out-of-State and before they enter interstate commerce shall be the basis for assessment of the tax imposed by this Section.

(Res. No. 4491, § 1, 6-14-11)

Sec. 21.1-435. - Publishing and periodicals distribution.

(a) The tax rate shall be at an amount equal to two and nine-tenths percent (2.9%) of the gross income from the business activity upon every person engaging or continuing in the business activity of:

(1) Publication of newspapers, magazines, or other periodicals when published within the City, measured by the gross income derived from notices, subscriptions, and local advertising as

defined in section 21.1-405. In cases where the location of publication is both within and without this State, gross income subject to the tax shall refer only to gross income derived from residents of this State or generated by permanent business locations within this State.

(2) Distribution or delivery within the City of newspapers, magazines, or other periodicals not published within the City; measured by the gross income derived from subscriptions.

(b) *"Location of Publication"* is determined by:

(1) Location of the editorial offices of the publisher, when the physical printing is not performed by the publisher; or

(2) Location of either the editorial offices or the printing facilities, if the publisher performs his own physical printing.

(c) *"Subscription income"* shall include all circulation revenue of the publisher except amounts retained by or credited to carriers or other vendors as compensation for delivery within the State by such carriers or vendors, and further except sales of published items, directly or through distributors, for the purpose of resale, to retailers subject to the Privilege Tax on such resale.

(d) *"Circulation,"* for the purpose of measurement of gross income subject to the tax, shall be considered to occur at the place of delivery of the published items to the subscriber or intended reader irrespective of the location of the physical facilities or personnel of the publisher. However, delivery by the United States mails shall be considered to have occurred at the location of publication.

(e) Allocation of taxes between cities and towns. In cases where publication or distribution occurs in more than one city or town, the measurement of gross income subject to tax by the City shall include:

(1) That portion of the gross income from publication which reflects the ratio of circulation within this City to circulation in all incorporated cities and towns in this State having substantially similar provisions; plus

(2) Only when publication occurs within the City, that portion of the remaining gross income from publication which reflects the ratio of circulation within this City to the total circulation of all incorporated cities or towns in this State within which cities the taxpayer maintains a location of publication.

(f) The tax imposed by this Section shall not apply to sales of newspapers, magazines or other periodicals to a qualifying hospital, qualifying community health center or a qualifying health care organization, except when the property sold is for use in activities resulting in gross income from unrelated business income as that term is defined in 26 U.S.C. Section 512.

(Res. No. 4491, § 1, 6-14-11; Ord. No. 2807, § 1, 6-12-12)

Sec. 21.1-440. - (Reserved).

(Res. No. 4491, § 1, 6-14-11)

Sec. 21.1-444. - Hotels.

The tax rate shall be at an amount equal to two and nine-tenths percent (2.9%) of the gross income from the business activity upon every person engaging or continuing in the business of operating a hotel charging for lodging and/or lodging space furnished to any:

(a) *Person.*

(b) *Exclusions.* The tax imposed by this Section shall not include:

(1) Income derived from incarcerating or detaining prisoners who are under the jurisdiction of the United States, this State or any other state or a political subdivision of this State or of any other state in a privately operated prison, jail or detention facility.

(2) Gross proceeds of sales or gross income that is properly included in another business activity under this Article and that is taxable to the person engaged in that business activity, but the

gross proceeds of sales or gross income to be deducted shall not exceed the consideration paid to the person conducting the activity.

(3) Gross proceeds of sales or gross income from transactions or activities that are not limited to transients and that would not be taxable if engaged in by a person not subject to tax under this Article.

(4) Gross proceeds of sales or gross income from transactions or activities that are not limited to transients and that would not be taxable if engaged in by a person subject to taxation under Section 21.1-410 or Section 21.1-475 due to an exclusion, exemption or deduction.

(5) Gross proceeds of sales or gross income from commissions received from a person providing services or property to the customers of the hotel. However, such commissions may be subject to tax under Section 21.1-445 or Section 21.1-450 as rental, leasing or licensing for use of real or tangible personal property.

(6) Income from providing telephone, fax or Internet services to customers at an additional charge that is separately stated to the customer and is separately maintained in the hotel's books and records. However, such gross proceeds of sales or gross income may be subject to tax under Section 21.1-470 as telecommunication services.

(Res. No. 4491, § 1, 6-14-11; Ord. No. 2807, § 1, 6-12-12)

Sec. 21.1-445. - Rental, leasing, and licensing for use of real property.

(a) The tax rate shall be at an amount equal to two and nine-tenths percent (2.9%) of the gross income from the business activity upon every person engaging or continuing in the business of leasing or renting real property located within the City for a consideration, to the tenant in actual possession, or the licensing for use of real property to the final licensee located within the City for a consideration including any improvements, rights, or interest in such property; provided further that:

(1) Payments made by the lessee to, or on behalf of, the lessor for property taxes, repairs, or improvements are considered to be part of the taxable gross income.

(2) Charges for such items as telecommunications, utilities, pet fees, or maintenance are considered to be part of the taxable gross income.

(3) However, if the lessor engages in telecommunication activity, as evidenced by installing individual metering equipment and by billing each tenant based upon actual usage, such activity is taxable under Section 21.1-470.

(b) If individual utility meters have been installed for each tenant and the lessor separately charges each single tenant for the exact billing from the utility company, such charges are exempt.

(c) Charges by a qualifying hospital, qualifying community health center or a qualifying health care organization to patients of such facilities for use of rooms or other real property during the course of their treatment by such facilities are exempt.

(d) Charges for joint pole usage by a person engaged in the business of providing or furnishing utility or telecommunication services to another person engaged in the business of providing or furnishing utility or telecommunication services are exempt from the tax imposed by this Section.

(e) (Reserved).

(f) (Reserved).

(g) (Reserved).

(h) (Reserved).

(i) Exempt from the tax imposed by this Section is gross income derived from the rental, leasing, or licensing of real property to a corporation; provided that the lessor's aggregate holdings in the lessee corporation amount to at least eighty percent (80%) of the voting stock of the lessee corporation.

(j) Exempt from the tax imposed by this Section is gross income derived from the activities taxable under Section 21.1-444 of this Code.

(k) (Reserved).

(l) (Reserved).

(m) (Reserved).

(n) Notwithstanding the provisions of Section 21.1-200(b), the fair market value of one (1) apartment, in an apartment complex provided rent free to an employee of the apartment complex is not subject to the tax imposed by this Section. For an apartment complex with more than fifty (50) units, an additional apartment provided rent free to an employee for every additional fifty (50) units is not subject to the tax imposed by this Section.

(o) Income derived from incarcerating or detaining prisoners who are under the jurisdiction of the United States, this State or any other state or a political subdivision of this State or of any other state in a privately operated prison, jail or detention facility is exempt from the tax imposed by this Section.

(p) Charges by any hospital, any licensed nursing care institution, or any kidney dialysis facility to patients of such facilities for the use of rooms or other real property during the course of their treatment by such facilities are exempt.

(q) Charges to patients receiving "personal care" or "directed care", by any licensed assisted living facility, licensed assisted living center or licensed assisted living home as defined and licensed pursuant to Chapter 4 Title 36 Arizona Revised Statutes and Title 9 of the Arizona Administrative Code are exempt.

(r) Income received from the rental of any "low-income unit" as established under Section 42 of the Internal Revenue Code, including the low-income housing credit provided by IRC Section 42, to the extent that the collection of tax on rental income causes the "gross rent" defined by IRC Section 42 to exceed the income limitation for the low-income unit is exempt. This exemption also applies to income received from the rental of individual rental units subject to statutory or regulatory "low-income unit" rent restrictions similar to IRC Section 42 to the extent that the collection of tax from the tenant causes the rental receipts to exceed a rent restriction for the low-income unit. This subsection also applies to rent received by a person other than the owner or lessor of the low-income unit, including a broker. This subsection does not apply unless a taxpayer maintains the documentation to support the qualification of a unit as a low-income unit, the "gross rent" limitation for the unit and the rent received from that unit.

~~(s) The gross proceeds of sales or gross income derived from a commercial lease in which a reciprocal insurer or a corporation leases real property to an affiliated corporation is exempt. For the purposes of this paragraph:~~

~~(1) *"Affiliated Corporation"* means a corporation that meets one of the following conditions:~~

~~(A) The corporation owns or controls at least eighty percent (80%) of the lessor, or~~

~~(B) The corporation is at least eighty percent owned or controlled by the lessor, or~~

~~(C) The corporation is at least eighty percent owned or controlled by a corporation that also owns or controls at least eighty percent (80%) of the lessor, or~~

~~(D) The corporation is at least eighty percent owned or controlled by a corporation that is at least eighty percent (80%) owned or controlled by a reciprocal insurer.~~

~~(2) For the purposes of subsection (1), ownership and control are determined by reference to the voting share of a corporation.~~

~~(3) *"Reciprocal Insurer"* has the same meaning as prescribed in A.R.S. § 20-762.~~

(s) The gross proceeds of a commercial lease of real property between affiliated companies, businesses, persons or reciprocal insurers are exempt. For the purposes of this paragraph:

(1) "*Affiliated Companies, Businesses, Persons or Reciprocal Insurers*" means the lessor holds a controlling interest in the lessee, the lessee holds a controlling interest in the lessor, an affiliated entity holds a controlling interest in both the lessor and the lessee or an unrelated person holds a controlling interest in both the lessor and lessee.

(2) "*Controlling Interest*" means direct or indirect ownership of at least eighty per cent of the voting shares of a corporation or of the interests in a company, business or person other than a corporation.

(3) "*Reciprocal Insurer*" has the same meaning as prescribed in A.R.S. Section 20-762.

~~(t) The gross proceeds of sales or gross income derived from a commercial lease in which a corporation leases real property to a corporation of which at least eighty percent (80%) of the voting shares of each corporation are owned by the same shareholders is exempt.~~

(t) (Reserved).

(Res. No. 4491, § 1, 6-14-11; Ord. No. 2807, § 1, 6-12-12; Ord. No. 2843, § 4, 5-14-13)

Sec. 21.1-446. - (Reserved).

(Res. No. 4491, § 1, 6-14-11)

Sec. 21.1-447. - Rental, leasing, and licensing for use of real property: additional tax upon transient lodging.

In addition to the taxes levied as provided in Section 21.1-444, there is hereby levied and shall be collected an additional tax in an amount equal to five percent (5%) of the gross income from the business activity of any hotel engaging or continuing within the City in the business of charging for lodging and/or lodging space furnished to any transient.

(Res. No. 4491, § 1, 6-14-11; Ord. No. 2806, § 1, 6-12-12)

Sec. 21.1-450. - Rental, leasing, and licensing for use of tangible personal property.

(a) The tax rate shall be at an amount equal to two and nine-tenths percent (2.9%) of the gross income from the business activity upon every person engaging or continuing in the business of leasing, licensing for use, or renting tangible personal property for a consideration, including that which is semi-permanently or permanently installed within the City as provided by Regulation.

(b) Special provisions relating to long-term motor vehicle leases. A lease transaction involving a motor vehicle for a minimum period of twenty-four (24) months shall be considered to have occurred at the location of the motor vehicle dealership, rather than the location of the place of business of the lessor, even if the lessor's interest in the lease and its proceeds are sold, transferred, or otherwise assigned to a lease financing institution; provided further that the city or town where such motor vehicle dealership is located levies a Privilege Tax or an equivalent excise tax upon the transaction.

(c) Gross income derived from the following transactions shall be exempt from Privilege Taxes imposed by this Section:

(1) Rental, leasing, or licensing for use of tangible personal property to persons engaged or continuing in the business of leasing, licensing for use, or rental of such property.

(2) Rental, leasing, or licensing for use of tangible personal property that is semi-permanently or permanently installed within another city or town that levies an equivalent excise tax on the transaction.

(3) Rental, leasing, or licensing for use of film, tape, or slides to a theater or other person taxed under Section 21.1-410, or to a radio station, television station, or subscription television system.

(4) Rental, leasing, or licensing for use of the following:

(A) Prosthetics.

(B) Income-producing capital equipment.

(C) Mining and metallurgical supplies.

These exemptions include the rental, leasing, or licensing for use of tangible personal property which, if it had been purchased instead of leased, rented, or licensed by the lessee or licensee, would qualify as income-producing capital equipment or mining and metallurgical supplies.

(5) Rental, leasing, or licensing for use of tangible personal property to a qualifying hospital, qualifying community health center or a qualifying health care organization, except when the property so rented, leased, or licensed is for use in activities resulting in gross income from unrelated business income as that term is defined in 26 U.S.C. Section 512 or rental, leasing, or licensing for use of tangible personal property in this State by a nonprofit charitable organization that has qualified under Section 501(c)(3) of the United States Internal Revenue Code and that engages in and uses such property exclusively for training, job placement or rehabilitation programs or testing for mentally or physically handicapped persons.

(6) Separately billed charges for delivery, installation, repair, and/or maintenance as provided by Regulation.

(7) Charges for joint pole usage by a person engaged in the business of providing or furnishing utility or telecommunication services to another person engaged in the business of providing or furnishing utility or telecommunication services.

(8) (Reserved).

(9) Rental, leasing, or licensing of aircraft that would qualify as aircraft acquired for use outside the State, as prescribed by Regulation, if such rental, leasing, or licensing had been a sale.

(10) Rental, leasing and licensing for use of an alternative fuel vehicle if such vehicle was manufactured as a diesel fuel vehicle and converted to operate on alternative fuel and equipment that is installed in a conventional diesel fuel motor vehicle to convert the vehicle to operate on an alternative fuel, as defined in A.R.S. § 1-215.

(11) Rental, leasing and licensing for use of solar energy devices for taxable periods beginning from and after July 1, 2008. The lessor shall register with the Department of Revenue as a solar energy retailer. By registering, the lessor acknowledges that it will make its books and records relating to leases of solar energy devices available to the Department of Revenue and City, as applicable for examination.

(12) Leasing or renting certified ignition interlock devices installed pursuant to the requirements prescribed by A.R.S. Section 28-1461. For the purposes of this paragraph, “Certified Ignition Interlock Device” has the same meaning prescribed in A.R.S. Section 28-1301.

(Res. No. 4491, § 1, 6-14-11; Ord. No. 2807, § 1, 6-12-12)

Sec. 21.1-452. - (Reserved).

(Res. No. 4491, § 1, 6-14-11)

Sec. 21.1-455. - Restaurants and bars.

(a) The tax rate shall be at an amount equal to three and nine-tenths percent (3.9%) of the gross income from the business activity upon every person engaging or continuing in the business of preparing or serving food or beverage in a bar, cocktail lounge, restaurant, or similar establishment where articles of food or drink are prepared or served for consumption on or off the premises, including also the activity of catering. Cover charges and minimum charges must be included in the gross income of this business activity.

(b) Caterers and other taxpayers subject to the tax who deliver food and/or serve such food off premises, shall also be allowed to exclude separately charged delivery, set-up, and clean-up charges, provided that the charges are also maintained separately in the books and records. When a taxpayer delivers food and/or serves such food off premises, his regular business location shall still be deemed the location of the transaction for the purposes of the tax imposed by this Section.

(c) The tax imposed by this Section shall not apply to sales to a qualifying hospital, qualifying community health center or a qualifying health care organization, except when sold for use in

activities resulting in gross income from unrelated business income as that term is defined in 26 U.S.C. Section 512.

(d) The tax imposed by this Section shall not apply to sales of food, beverages, condiments and accessories used for serving food and beverages to a commercial airline, as defined in A.R.S. § 42-5061(A)49, that serves the food and beverages to its passengers, without additional charge, for consumption in flight.

(e) The tax imposed by this Section shall not apply to sales of prepared food, beverages, condiments or accessories to a public educational entity, pursuant to any of the provisions of Title 15, Arizona Revised Statutes, to the extent such items are to be prepared or served to individuals for consumption on the premises of a public educational entity during school hours.

(f) For the purposes of this Section, "accessories" means paper plates, plastic eating utensils, napkins, paper cups, drinking straws, paper sacks or other disposable containers, or other items which facilitate the consumption of the food.

(Res. No. 4491, § 1, 6-14-11; Ord. No. 2807, § 1, 6-12-12)

Sec. 21.1-460. - Retail sales: Measure of tax; burden of proof; exclusions.

(a) The tax rate shall be at an amount equal to two and nine-tenths percent (2.9%) of the gross income from the business activity upon every person engaging or continuing in the business of selling tangible personal property at retail, except that the tax rate shall be at an amount equal to two and five-tenths percent (2.5%) of the gross income from the business activity upon every person engaging or continuing in the business of selling food for home consumption.

(b) The burden of proving that a sale of tangible personal property is not a taxable retail sale shall be upon the person who made the sale.

(c) *Exclusions.* For the purposes of this Chapter, sales of tangible personal property shall not include:

(1) Sales of stocks, bonds, options, or other similar materials.

(2) Sales of lottery tickets or shares pursuant to Article I, Chapter 5, Title 5, Arizona Revised Statutes.

(3) Sales of platinum, bullion, or monetized bullion, except minted or manufactured coins transferred or acquired primarily for their numismatic value as prescribed by Regulation.

(4) Gross income derived from the transfer of tangible personal property which is specifically included as the gross income of a business activity upon which another Section of this Article imposes a tax, shall be considered gross income of that business activity, and are not includable as gross income subject to the tax imposed by this Section.

(5) Sales by professional or personal service occupations where such sales are inconsequential elements of the service provided.

(6) Sales of cash equivalents. The gross proceeds of sale or gross income derived from the redemption of any cash equivalent by the holder as means of payment for goods or services that are taxable under this Article is subject to the tax. “Cash Equivalents” means items or intangibles, whether or not negotiable that are sold to one or more persons, through which a value denominated in money is purchased in advance and may be redeemed in full or in part for tangible personal property, intangibles or services. Cash equivalents include gift cards, stored value cards, gift certificates, vouchers, traveler’s checks, money orders or other instruments, orders or electronic mechanisms, such as an electronic code, personal identification number or digital payment mechanism, or any other prepaid intangible right to acquire tangible personal property, intangibles or services in the future, whether from the seller of the cash equivalent or from another person. Cash equivalents do not include either of the following:

(A) Items or intangibles that are sold to one or more persons, through which a value is not denominated in money.

(B) Prepaid calling cards or prepaid authorization numbers for telecommunications services made taxable by subsection (g) of this section.

(d) Notwithstanding the provisions of subsection (a) above, when the gross income from the sale of a single item of tangible personal property exceeds Five Thousand Dollars ($5,000), the two and two-tenths percent (2.2%) tax rate shall apply to the first $5,000. Above $5,000, the measure of tax shall be at a rate of two and two-tenths percent (2.2%).

(e) When this City and another Arizona city or town with an equivalent excise tax could claim nexus for taxing a retail sale, the city or town where the permanent business location of the seller at which the order was received shall be deemed to have precedence, and for the purposes of this Chapter such city or town has sole and exclusive right to such tax.

(f) The appropriate tax liability for any retail sale where the order is received at a permanent business location of the seller located in this City or in an Arizona city or town that levies an equivalent excise tax shall be at the tax rate of the city or town of such seller's location.

(g) Retail sales of prepaid calling cards or prepaid authorization numbers for telecommunications services, including sales of reauthorization of a prepaid card or authorization number, are subject to tax under this Section.

(Res. No. 4491, § 1, 6-14-11; Ord. No. 2807, § 1, 6-12-12; Ord. No. 2809, § 1, 6-26-12)

Sec. 21.1-462. – Retail sales: Food for home consumption.

(a) The tax rate shall be at an amount equal to two and five-tenths percent (2.5%) of the gross income from the business activity upon every person engaging or continuing in the business of selling food for home consumption at retail.

(b) For the purpose of this section only. The following definitions shall be applicable:

(1) "Eligible Grocery Business" means an establishment whose sales of food are such that it is eligible to participate in the food stamp program established by the Food Stamp Act of 1977 (P.L. 95-113; 91STAT. 958.7 U.S.C. Section 2011 ET SEQ.), according to regulations in effect on January 1, 1979. An Establishment is deemed eligible to participate in the food stamp program if it is authorized to participate in the program by the United States Department of Agriculture Food and Nutrition Service Field Office on the effective date of this section, or if, prior to a reporting period for which the return is filed, such retailer proves to the satisfaction of the Tax Collector that the establishment, based on the nature of the retailer's food sales, could be eligible to participate in the food stamp program established by the Food Stamp Act of 1977 according to regulations in effect on January 1, 1979.

(2) "Facilities For The Consumption Of Food" means tables, chairs, benches, booths, stools, counters, and similar conveniences, trays, glasses, dishes, or other tableware and parking areas for the convenience of in-car consumption of food in or on the premises on which the retailer conducts business.

(3) "Food For Consumption On The Premises" means any of the following:

(A) "Hot prepared food" as defined below.

(B) Hot or cold sandwiches.

(C) Food serviced by an attendant to be eaten at tables, chairs, benches, booths, stools, counters, and similar conveniences and within parking areas for the convenience of in-car consumption of food.

(D) Food served with trays, glasses, dishes, or other tableware.

(E) Beverages sold in cups, glasses, or open containers.

(F) Food sold by caterers.

(G) Food sold within the premises of theatres, movies, operas, shows of any type or nature, exhibitions, concerts, carnivals, circuses, amusement parks, fairs, races, contests, games, athletic events, rodeos, billiard and pool parlors, bowling alleys, public dances, dance halls, boxing, wrestling and other matches, and any business which charges admission, entrance, or cover fees for exhibition, amusement, entertainment, or instruction.

(H) Any items contained in subsections (A)(3)(A) through (G) above even though they are sold on a "take-out" or "to go" basis, and whether or not the item is packaged, wrapped, or is actually taken from the premises.

(4) "Hot Prepared Food" means those products, items, or ingredients of food which are prepared and intended for consumption in a heated condition. "Hot Prepared Food" includes a combination of hot and cold food items or ingredients if a since price has been established.

(5) "Premises" means the total space and facilities in or on which a vendor conducts business and which are owned or controlled, in whole or in part, by a vendor or which are made available for the use of customers of the vendor or group of vendors, including any building or part of a building, parking lot, or grounds.

(6) "Food For Home Consumption" means all food, except food for consumption on the premises, if sold by an of the following:

(A) An eligible grocery business.

(B) A person who conducts a business whose primary business is not the sale of food but who sells food which is displayed, packaged, and sold in a similar manner as in eligible grocery business.

(C) A person who sells food and does not provide or make available any facilities for the consumption of food on the premises.

(D) A person who conducts a delicatessen business either from a counter which is separate from the place and cash register where taxable sales are made or from a counter which has two cash registers and which are used to record taxable and tax exempt sales, or a retailer who conducts a delicatessen business who uses a cash register which as at least two tax computing keys which are used to record taxable and tax exempt sales.

(E) Vending machines and other types of automatic retailers.

(F) A person's sales of food, drink and condiment for consumption within the premises of any person, jail or other institution under the jurisdiction of the State Department of Corrections, the Department of Public Safety, the Department of Juvenile Corrections or a Count Sheriff.

(c) Income derived from the following sources is exempt from the tax imposed by this section:

(1) Sales of food for home consumption to a person regularly engaged in the business of selling such property.

(2) Out-of-city sales or out-of-state sales.

(3) Charges for deliver or other "direct customer services" as prescribed by the regulation.

(4) Food purchased with food stamps provided through the food stamp program established by the Food Stamp Act of 1977 (P.L. 95-113; 91 STAT. 958.7 U.S.C. Section 2011 ET SEQ.) or purchased with food instruments issued under Section 17 of the Child Nutrition Act (P.L. 95-627; 92 STAT 3603; and P.L. 99-669; Section 4302; 42 United States Code Section 1786) but only to the extent that food stamps or food instruments were actually used to purchase such food.

(5) Sales of food products by producers as provided for by A.R.S. Sections 3-561, 3-562 and 3-563.

(6) Sales of food, beverages, condiments and accessories to a public educational entity, pursuant to any of the provisions of Title 15, Arizona Revised Statutes, including a regularly organized private or parochial school that offers an educational program for grade twelve or under which may be attended in substitution for a public school pursuant to A.R.S. 15-802; to the extent such items are to be prepared or served to individuals for consumption on the premises of a public educational entity during school hours for the purposes of this subsection, "accessories" means paper plates, plastic eating utensils, napkins, paper cups, drinking straws, paper sacks or other disposable containers, or other items which facilitate the consumption of the food.

(7) Sales of food, beverages, condiments and accessories to a nonprofit charitable organization that has qualified as an exempt organization under 26 U.S.C. Section 501(C)(3) and regularly serves meals to the needy and indigent on a continuing basis at no cost. For the purposes of this subsection, "accessories" means paper plates, plastic eating utensils, napkins, paper cups, drinking straws, paper sacks or other disposable containers, or other items which facilitate the consumption of the food.

(d) Reporting. Such person who sell food for home consumption shall, in conjunction with the return required pursuant to section 21.1-530, report to the Tax Collector in a manner prescribed by the Tax Collector all sales of food for home consumption exempted from taxed imposed by this chapter.

(e) Recordkeeping.

(1) Retailers shall maintain accurate, verifiable, and complete records of all purchases and sales of tangible personal property in order to verify exemptions from taxes imposed by this chapter. A retailer may use any method of reporting that properly reflects all purchases and sales of food for home consumption, as well as all purchases and sales of items subject to taxes imposed by this chapter, provided that such records are maintained in accordance with Article III and Regulations of the Tax Collector.

(2) Any person who fails to maintain records as provided herein shall be deemed to have had no sales of food for home consumption, and if upon request by the Tax Collector, a person cannot demonstrate to the Tax

Collector that such records and reports do properly reflect all sales of food for home consumption, the Tax Collector may recompute the amount of tax to be paid as provided in Sections 21.1-370 and 21.1-545(B).

Sec. 21.1-465. - Retail sales: Exemptions.

Income derived from the following sources is exempt from the tax imposed by Section 21.1-460:

(a) Sales of tangible personal property to a person regularly engaged in the business of selling such property.

(b) Out-of-City sales or out-of-State sales.

(c) Charges for delivery, installation, or other direct customer services as prescribed by Regulation.

(d) Charges for repair services as prescribed by Regulation, when separately charged and separately maintained in the books and records of the taxpayer.

(e) Sales of warranty, maintenance, and service contracts, when separately charged and separately maintained in the books and records of the taxpayer.

(f) Sales of prosthetics.

(g) Sales of income-producing capital equipment.

(h) Sales of rental equipment and rental supplies.

(i) Sales of mining and metallurgical supplies.

(j) Sales of motor vehicle fuel and use fuel which are subject to a tax imposed under the provisions of Article I or II, Chapter 16, Title 28, Arizona Revised Statutes; or sales of use fuel to a holder of a valid single trip use fuel tax permit issued under A.R.S. § 28-5739, or sales of natural gas or liquefied petroleum gas used to propel a motor vehicle.

(k) Sales of tangible personal property to a construction contractor who holds a valid Privilege Tax License for engaging or continuing in the business of construction contracting where the tangible personal property sold is incorporated into any structure or improvement to real property as part of construction contracting activity.

(l) Sales of motor vehicles to nonresidents of this State for use outside this State if the vendor ships or delivers the motor vehicle to a destination outside this State.

(m) Sales of tangible personal property which directly enters into and becomes an ingredient or component part of a product sold in the regular course of the business of job printing, manufacturing, or publication of newspapers, magazines, or other periodicals. Tangible personal property which is consumed or used up in a manufacturing, job printing, publishing, or production process is not an ingredient nor component part of a product.

(n) Sales made directly to the Federal government to the extent of:

(1) one hundred percent (100%) of the gross income derived from retail sales made by a manufacturer, modifier, assembler, or repairer.

(2) Fifty percent (50%) of the gross income derived from retail sales made by any other person.

(o) Sales to hotels, bars, restaurants, dining cars, lunchrooms, boarding houses, or similar establishments of articles consumed as food, drink, or condiment, whether simple, mixed, or compounded, where such articles are customarily prepared or served to patrons for consumption on or off the premises, where the purchaser is properly licensed and paying a tax under Section 21.1-455 or the equivalent excise tax upon such income.

(p) Sales of tangible personal property to a qualifying hospital, qualifying community health center or a qualifying health care organization, except when the property sold is for use in activities resulting in gross income from unrelated business income as that term is defined in 26 U.S.C. Section 512 or sales of tangible personal property purchased in this State by a nonprofit charitable organization that has qualified under Section 501(c)(3) of the United States Internal Revenue Code and that engages

in and uses such property exclusively for training, job placement or rehabilitation programs or testing for mentally or physically handicapped persons.

(q) ~~Food purchased with food stamps provided through the food stamp program established by the Food Stamp Act of 1977 (P.L. 95-113; 91 Stat. 958.7 U.S.C. Section 2011 et seq.) or purchased with food instruments issued under Section 17 of the Child Nutrition Act (P.L. 95-627; 92 Stat. 3603; and P.L. 99-669; Section 4302; 42 United States Code Section 1786) but only to the extent that food stamps or food instruments were actually used to purchase such food.~~ (Reserved).

(r) (Reserved).

(1) (Reserved).

(2) (Reserved).

(3) (Reserved).

(4) (Reserved).

(s) Sales of groundwater measuring devices required by A.R.S. § 45-604.

(t) (Reserved).

(u) Sales of aircraft acquired for use outside the State, as prescribed by Regulation.

(v) Sales of food products by producers as provided for by A.R.S. §§ 3-561, 3-562 and 3-563.

(w) (Reserved).

(x) ~~(Reserved).~~ Sales of food and drink to a person who is engaged in business that is classified under the restaurant classification and that provides such food and drink without monetary charge to its employees for their own consumption on the premises during such employees' hours of employment.

(y) (Reserved).

(z) Gross income received for tangible personal property consisting of manufactured items destroyed by being subjected to destructive stress, strain or similar testing, for the purpose of developing engineering information or for the purpose of quality control, but only to the extent that a sale of said property would otherwise be exempt by the provisions of this Chapter.

(aa) The sale of tangible personal property used in remediation contracting as defined in Section 21.1-100 and Regulation 21.1-100.5.

(bb) Sales of materials that are purchased by or for publicly funded libraries including school district libraries, charter school libraries, community college libraries, state university libraries or federal, state, county or municipal libraries for use by the public as follows:

(1) Printed or photographic materials.

(2) Electronic or digital media materials.

(cc) Sales of food, beverages, condiments and accessories used for serving food and beverages to a commercial airline, as defined in A.R.S. § 42-5061(A)(49), that serves the food and beverages to its passengers, without additional charge, for consumption in flight. For the purposes of this subsection, "accessories" means paper plates, plastic eating utensils, napkins, paper cups, drinking straws, paper sacks or other disposable containers, or other items which facilitate the consumption of the food.

(dd) In computing the tax base in the case of the sale or transfer of wireless telecommunication equipment as an inducement to a customer to enter into or continue a contract for telecommunication services that are taxable under Section 21.1-470, gross proceeds of sales or gross income does not include any sales commissions or other compensation received by the retailer as a result of the customer entering into or continuing a contract for the telecommunications services.

(ee) For the purposes of this Section, a sale of wireless telecommunication equipment to a person who holds the equipment for sale or transfer to a customer as an inducement to enter into or continue a contract for telecommunication services that are taxable under Section 21.1-470 is considered to be a sale for resale in the regular course of business.

(ff) Sales of alternative fuel as defined in A.R.S. § 1-215, to a used oil fuel burner who has received a Department of Environmental Quality permit to burn used oil or used oil fuel under A.R.S. §§ 49-426 or 49-480.

(gg) Sales of food, beverages, condiments and accessories to a public educational entity, pursuant to any of the provisions of Title 15, Arizona Revised Statutes, including a regularly organized private or parochial school that offers an educational program for grade twelve or under which may be attended in substitution for a public school Pursuant to A.R.S. 15-802; to the extent such items are to be prepared or served to individuals for consumption on the premises of a public educational entity during school hours.

For the purposes of this subsection, "accessories" means paper plates, plastic eating utensils, napkins, paper cups, drinking straws, paper sacks or other disposable containers, or other items which facilities the consumption of the food.

(hh) Sales of personal hygiene items to a person engaged in the business of and subject to tax under Section 21.1-444 of this code if the tangible personal property is furnished without additional charge to and intended to be consumed by the person during his occupancy.

(ii) For the purposes of this Section, the diversion of gas from a pipeline by a person engaged in the business of operating a natural or artificial gas pipeline, for the sole purpose of fueling compressor equipment to pressurize the pipeline, is not a sale of the gas to the operator of the pipeline.

(jj) Sales of food, beverages, condiments and accessories to a nonprofit charitable organization that has qualified as an exempt organization under 26 U.S.C Section 501(c)(3) and regularly serves meals to the needy and indigent on a continuing basis at no cost. For the purposes of this subsection, "accessories" means paper plates, plastic eating utensils, napkins, paper cups, drinking straws, paper sacks or other disposable containers, or other items which facilitate the consumption of the food.

(kk) Sales of motor vehicles that use alternative fuel if such vehicle was manufactured as a diesel fuel vehicle and converted to operate on alternative fuel and sales of equipment that is installed in a conventional diesel fuel motor vehicle to convert the vehicle to operate on an alternative fuel, as defined in A.R.S. § 1-215.

(ll) Sales of Solar Energy Devices, for taxable periods beginning from and after December 1, 2008. The retailer shall register with the Department of Revenue as a solar energy retailer. By registering, the retailer acknowledges that it will make its books and records relating to sales of solar energy devices available to the Department of Revenue and City as applicable, for examination.

(mm) Sales or other transfers of renewable energy credits or any other unit created to track energy derived from renewable energy resources. For the purposes of this paragraph, “renewable energy credit” means a unit created administratively by the Corporation Commission or governing body of a public power utility to track kilowatt hours of electricity derived from a renewable energy resource or the kilowatt hour equivalent of conventional energy resources displaced by distributed renewable energy resources.

(nn) Sales of magazines or other periodicals or other publications by the state to encourage tourist travel.

(oo) Sales of paper machine clothing, such as forming fabrics and dryer felts, sold to a paper manufacturer and directly used or consumed in paper manufacturing.

(pp) Sales of overhead materials or other tangible personal property that is used in performing a contract between the United States government and manufacturer, modifier, assembler or repairer, including property used in performing a subcontract with a government contractor who is a manufacturer,

modifier, assembler or repairer, to which title passes to the government under the terms of the contract or subcontract.

(qq) Sales of coal, petroleum, coke, natural gas, virgin fuel oil and electricity sold to a qualified environmental technology manufacturer, producer or processor as defined in A.R.S. Section 41-1514.02 and directly used or consumed in the generation or provision of on-site power or energy solely for environmental technology manufacturing, producing or processing or environmental protection. This paragraph shall apply for twenty full consecutive calendar or fiscal years from the date of the first paper manufacturing machine is placed in service. In the case of an environmental technology manufacturer, producer or processor who does not manufacture paper, the time period shall begin with the date of the first manufacturing, processing or production equipment is placed in service.

(rr) Sales or gross income derived from sales of machinery, equipment, materials and other tangible personal property used directly and predominantly to construct a qualified environmental technology manufacturing, producing or processing facility as described in A.R.S. Section 41-1514.02. This subsection applies for ten full consecutive calendar or fiscal years after the start of the initial construction.

(Res. No. 4491, § 1, 6-14-11)

Sec. 21.1-470. - Telecommunication services.

(a) The tax rate shall be at an amount equal to six and one-tenth percent (6.1%) of the gross income from the business activity upon every person engaging or continuing in the business of providing telecommunication services to consumers within this City.

(1) Telecommunication services shall include:

(A) Two-way voice, sound, and/or video communication over a communications channel.

(B) One-way voice, sound, and/or video transmission or relay over a communications channel.

(C) Facsimile transmissions.

(D) Providing relay or repeater service.

(E) Providing computer interface services over a communications channel.

(F) Time-sharing activities with a computer accomplished through the use of a communications channel.

(2) Gross income from the business activity of providing telecommunication services to consumers within this City shall include:

(A) All fees for connection to a telecommunication system.

(B) Toll charges, charges for transmissions, and charges for other telecommunications services; provided that such charges relate to transmissions originating in the City and terminating in this State.

(C) Fees charged for access to or subscription to or membership in a telecommunication system or network.

(D) Charges for monitoring services relating to a security or burglar alarm system located within the City where such system transmits or receives signals or data over a communications channel.

(E) Charges for telephone, fax or internet access services provided at an additional charge by a hotel business subject to taxation under Section 21.1-444.

(b) *Resale telecommunication services.* Gross income from sales of telecommunication services to another provider of telecommunication services for the purpose of providing the purchaser's

customers with such service shall be exempt from the tax imposed by this Section; provided, however, that such purchaser is properly licensed by the City to engage in such business.

(c) *Interstate transmissions.* Charges by a provider of telecommunication services for transmissions originating in the City and terminating outside the State are exempt from the tax imposed by this Section.

(d) *Tax credit offset for franchise fees.* There shall be allowed as an offset, up to the amount of tax due, any amounts paid to the City for license fees or franchise fees, but such offset shall not be allowed against taxes imposed by any other Section of this Chapter. Such offset shall not be deemed in conflict with or violation of subsection 21.1-400(b).

(e) However, gross income from the providing of telecommunication services by a cable television system, as such system is defined in A.R.S. § 9-505, shall be exempt from the tax imposed by this Section.

(f) *Prepaid calling cards.* Telecommunications services purchased with a prepaid calling card that are taxable under Section 21.1-460 are exempt from the tax imposed under this Section.

(g) *Internet access services.* The gross income subject to tax under this section shall not include sales of internet access services to the person's subscribers and customers. For the purposes of this subsection:

(1) *"Internet"* means the computer and telecommunications facilities that comprise the interconnected worldwide network of networks that employ the transmission control protocol or internet protocol, or any predecessor or successor protocol, to communicate information of all kinds by wire or radio.

(2) *"Internet Access"* means a service that enables users to access content, information, electronic mail or other services over the internet. Internet access does not include telecommunication services provided by a common carrier.

(Res. No. 4491, § 1, 6-14-11; Ord. No. 2807, § 1, 6-12-12)

Sec. 21.1-475. - Transporting for hire.

The tax rate shall be at an amount equal to two and nine-tenths percent (2.9%) of the gross income from the business activity upon every person engaging or continuing in the business of providing the following forms of transportation for hire from this City to another point within the State:

(a) Transporting of persons or property by railroad; provided, however, that the tax imposed by this subsection shall not apply to transporting freight or property for hire by a railroad operating exclusively in this State if the transportation comprises a portion of a single shipment of freight or property, involving more than one railroad, either from a point in this State to a point outside this State or from a point outside this State to a point in this State. For purposes of this paragraph, "a single shipment" means the transportation that begins at the point at which one of the railroads first takes possession of the freight or property and continues until the point at which one of the railroads relinquishes possession of the freight or property to a party other than one of the railroads.

(b) Transporting of oil or natural or artificial gas through pipe or conduit.

(c) Transporting of property by aircraft.

(d) Transporting of persons or property by motor vehicle, including towing and the operation of private car lines, as such are defined in Article VII, Chapter 14, Title 42, Arizona Revised Statutes; provided, however, that the tax imposed by this subsection shall not apply to:

(1) Gross income subject to the tax imposed by Article IV, Chapter 16, Title 28, Arizona Revised Statutes.

(2) Gross income derived from the operation of a governmentally adopted and controlled program to provide urban mass transportation.

(3) (Reserved).

(4) (Reserved).

(e) (Reserved).

(f) *Deductions or exemptions.* The gross proceeds of sales or gross income derived from the following sources is exempt from the tax imposed by this Section:

(1) Income that is specifically included as the gross income of a business activity upon which another Section of Article IV imposes a tax, that is separately stated to the customer and is taxable to the person engaged in that classification not to exceed consideration paid to the person conducting the activity.

(2) Income from arranging amusement or transportation when the amusement or transportation is conducted by another person not to exceed consideration paid to the amusement or transportation business.

(g) The tax imposed by this Section shall not include arranging transportation as a convenience to a person's customers if that person is not otherwise engaged in the business of transporting persons, freight or property for hire. This exception does not apply to businesses that dispatch vehicles pursuant to customer orders and send the billings and receive the payments associated with that activity, including when the transportation is performed by third party independent contractors. For the purposes of this paragraph, "arranging" includes billing for or collecting transportation charges from a person's customers on behalf of the persons providing the transportation.

(Res. No. 4491, § 1, 6-14-11; Ord. No. 2807, § 1, 6-12-12)

Sec. 21.1-480. - Utility services.

(a) The tax rate shall be at an amount equal to two and nine-tenths percent (2.9%) of the gross income from the business activity upon every person engaging or continuing in the business of producing, providing, or furnishing utility services, including electricity, electric lights, current, power, gas (natural or artificial), or water to:

(1) Consumers or ratepayers who reside within the City.

(2) Consumers or ratepayers of this City, whether within the City or without, to the extent that this City provides such persons utility services, excluding consumers or ratepayers who are residents of another city or town which levies an equivalent excise tax upon this City for providing such utility services to such persons.

(b) *Exclusion of certain sales of natural gas to a public utility.* Notwithstanding the provisions of subsection (a) above, the gross income derived from the sale of natural gas to a public utility for the purpose of generation of power to be transferred by the utility to its ratepayers shall be considered a retail sale of tangible personal property subject to Sections 21.1-460 and 21.1-465, and not considered gross income taxable under this Section.

(c) *Resale utility services.* Sales of utility services to another provider of the same utility services for the purpose of providing such utility services either to another properly licensed utility provider or directly to such purchaser's customers or ratepayers shall be exempt and deductible from the cross income subject to the tax imposed by this Section, provided that the purchaser is properly licensed by all applicable taxing jurisdictions to engage or continue in the business of providing utility services, and further provided that the seller maintains proper documentation, in a manner similar to that for sales for resale, of such transactions.

(d) (Reserved).

(e) The tax imposed by this Section shall not apply to sales of utility services to a qualifying hospital, qualifying community health center or a qualifying health care organization, except when sold for use in activities resulting in gross income from unrelated business income as that term is defined in 26 U.S.C. Section 512.

(f) The tax imposed by this Section shall not apply to sales of natural gas or liquefied petroleum gas used to propel a motor vehicle.

(g) The tax imposed by this Section shall not apply to:

(1) Revenues received by a municipality owned utility in the form of fees charged to persons constructing residential, commercial or industrial developments or connecting residential, commercial or industrial developments to a municipal utility system or systems if the fees are segregated and used only for capital expansion, system enlargement or debt service of the utility system or systems.

(2) Revenues received by any person or persons owning a utility system in the form of reimbursement or contribution compensation for property and equipment installed to provide utility access to, on or across the land of an actual utility consumer if the property and equipment become the property of the utility. This exclusion shall not exceed the value of such property and equipment.

(h) The tax imposed by this Section shall not apply to sales of alternative fuel as defined in A.R.S. § 1-215, to a used oil fuel burner who has received a Department of Environmental Quality permit to burn used oil or used oil fuel under A.R.S. §§ 49-426 or 49-480.

(i) The tax imposed by this section shall not apply to sales or other transfers of renewable energy credits or any other unit created to track energy derived from renewable energy resources. For the purposes of this paragraph, “renewable energy credit” means a unit created administratively by the Corporation Commission or governing body of a public power utility to track kilowatt hours of electricity derived from a renewable energy resource or the kilowatt hour equivalent of conventional energy resources displaced by distributed renewable energy resources.

(j) The tax imposed by this section shall not apply to the portion of gross proceeds of sales or gross income attributable to transfers of electricity by any retail electric customer owning a solar photovoltaic energy generating system to an electric distribution system, if the electricity transferred is generated by the customer’s system.

(Res. No. 4491, § 1, 6-14-11; Ord. No. 2807, § 1, 6-12-12)

Sec. 21.1-485. - (Reserved).

(Res. No. 4491, § 1, 6-14-11)

ARTICLE V. - ADMINISTRATION

Sec. 21.1-500. - Administration of this chapter; rule making.

(a) The administration of this Chapter is vested in the Tax Collector, except as otherwise specifically provided, and all payments shall be made to the Tax Collector.

(b) The Tax Collector shall prescribe the forms and procedures necessary for the administration of the taxes imposed by this Chapter.

(c) Except as provided in this Section, no rule or regulation shall be adopted until approved by formal action of the City Council.

(d) (Reserved).

(e) The Unified Audit Committee shall publish uniform guidelines that interpret the model city tax code and that apply to all cities and towns that have adopted the model city tax code as provided by A.R.S. § 42-6005.

(1) Prior to finalization of uniform guidelines that interpret the model city tax code, the unified audit committee shall disseminate draft guidelines for public comment.

(2) Pursuant to A.R.S. § 42-6005(D), when the state statutes and the model city tax code are the same and where the Arizona Department of Revenue has issued written guidance, the department's interpretation is binding on cities and towns.

(Res. No. 4491, § 1, 6-14-11)

Sec. 21.1-510. - Divulging of information prohibited; exceptions allowing disclosure.

(a) Except as specifically provided, it shall be unlawful for any official or employee of the City to make known information obtained pursuant to this Chapter concerning the business financial affairs or operations of any person.

(b) The City Council may authorize an examination of any return or audit of a specific taxpayer made pursuant to this Chapter by authorized agents of the Federal Government, the State of Arizona, or any political subdivisions.

(c) The Tax Collector may provide to an Arizona county, city, or town any information concerning any taxes imposed in this Chapter relative to the taxing ordinances of that county, city, or town.

(d) Successors, receivers, trustees, personal representatives, executors, guardians, administrators, and assignees, if directly interested, may be given information by the Tax Collector as to the items included in the measure and amounts of any unpaid tax, interest, and penalties required to be paid.

(e) Upon a written direction by the City Attorney or other legal advisor to the City designated by the City Council, officials or employees of the City may divulge the amount and source of income, profits, leases, or expenditures disclosed in any return or report, and the amount of such delinquent and unpaid tax, penalty, or interest, to a private collection agency having a written collection agreement with the City.

(f) The Tax Collector shall provide information to appropriate representatives of any Arizona city or town to comply with the provisions of A.R.S. § 42-6003, A.R.S. § 42-6005, and A.R.S. § 42-6056.

(g) The Tax Collector may provide information to authorized agents of any other Arizona governmental agency involving the allocation of taxes imposed by Section 21.1-435 upon publishing and distribution of periodicals.

(h) The Tax Collector may provide information regarding the enforcement and collection of taxes imposed by this Chapter to any governmental agency with which the City has an agreement.

(Res. No. 4491, § 1, 6-14-11)

Sec. 21.1-515. - Duties of the taxpayer problem resolution officer.

(a) The Taxpayer Problem Resolution Officer shall assist taxpayers in:

(1) Obtaining easily understandable tax information and information on audits, corrections and appeals procedures of the City.

(2) Answering questions regarding preparing and filing the returns required under this chapter.

(3) Locating documents filed with or payments submitted to the Tax Collector by the taxpayer.

(b) The Taxpayer Problem Resolution Officer shall also:

(1) Receive and evaluate complaints of improper, abusive or inefficient service by the Tax Collector or any of his designees, employees, or agents and recommend to the City Manager or, for a City without a City Manager, the Chief Administrative Officer appropriate action to correct such service.

(2) Identify policies and practices of the Tax Collector or any of his designees, employees, or agents that might be barriers to the equitable treatment of taxpayers and recommend alternatives to the City Manager or, for a City without a City Manager, the Chief Administrative Officer.

(3) Provide expeditious service to taxpayers whose problems are not resolved through normal channels.

(4) Negotiate with the Tax Collector, his designees, employees, or agents to resolve the most complex and sensitive taxpayer problems.

(5) Take action to stop or prohibit the Tax Collector from taking an action against a taxpayer.

(6) Participate and present taxpayers' interests and concerns in meetings formulating the City's policies and procedures under and interpretation of this Chapter.

(7) Compile data each year on the number and type of taxpayer complaints and evaluate the actions taken to resolve those complaints.

(8) Survey taxpayers each year to obtain their evaluation of the quality of service provided by the Tax Collector, his designees, employees, and agents.

(9) Perform other functions which relate to taxpayer assistance as prescribed by the City Manager or, for a City without a City Manager, the Chief Administrative Officer.

(c) Actions taken by the Taxpayer Problem Resolution Officer may be reviewed and/or modified only by the City Manager or, for a City without a City Manager, the Chief Administrative Officer upon request of the Tax Collector or a taxpayer.

(d) The Mayor and Council of the City shall be provided with a report quarterly which identifies:

(1) Any complaints of improper, abusive or inefficient service received by the Taxpayer Problem Resolution Officer since the date of the last report.

(2) Any recommendations made, action taken or surveys obtained by the Taxpayer Problem Resolution Officer pursuant to subsection (b)(1)—(9), above, since the date of the last report.

(Res. No. 4491, § 1, 6-14-11)

Sec. 21.1-516. - Taxpayer assistance orders.

(a) The Taxpayer Problem Resolution Officer, with or without a formal written request from a taxpayer, may issue a taxpayer assistance order that suspends or stays an action or proposed action by the Tax Collector if, in the problem resolution officer's determination, a taxpayer is suffering or will suffer a significant hardship due to the manner in which the Tax Collector is administering the tax laws.

(b) A taxpayer assistance order may require the Tax Collector to release any lien perfected under this Chapter, or cease any action or refrain from taking any action to enforce against the taxpayer any Section of this Chapter pending resolution of the issue giving rise to the taxpayer assistance order.

(c) The Taxpayer Problem Resolution Officer, City Manager or, for a City without a City Manager, the Chief Administrative Officer may modify, reverse or rescind a taxpayer assistance order. A taxpayer assistance order is binding on the Tax Collector until it is reversed or rescinded.

(d) The running of the applicable statute of limitations for any action that is the subject of a taxpayer assistance order is suspended from the date the taxpayer applies for the order or the date the order is issued, whichever is earlier, until the order's expiration date, modification date or recession date, if any. Interest that would otherwise accrue on an outstanding tax obligation is not affected by the issuance of a taxpayer assistance order.

(e) A taxpayer assistance order may not be used:

(1) To contest the merits of a tax liability.

(2) To substitute for informal protest procedures or administrative or judicial proceedings to review a deficiency assessment, collection action or denial of a refund claim.

(Res. No. 4491, § 1, 6-14-11)

Sec. 21.1-517. - Basis for evaluating employee performance.

(a) The Tax Collector shall solicit evaluations from taxpayers and include such evaluations in the performance appraisals of his employees, where applicable.

(b) The Tax Collector shall not evaluate an employee on the basis of taxes assessed or collected by that employee.

(Res. No. 4491, § 1, 6-14-11)

Sec. 21.1-520. - Reporting and payment of tax.

(a) *Returns.* The returns required under this Chapter shall be made upon forms prescribed or approved by the Tax Collector, and shall be considered filed only when the accuracy of the return has been attested to, by signature upon the form, by an authorized agent of the taxpayer, and when such form has been received by the Tax Collector.

(b) *Payment.* If payment is made in any form other than United States legal tender, the tax obligation shall not be satisfied until the payment has been honored in funds.

(c) *Requirement of Security.* If a taxpayer has remitted payment in the form of a check or other form of draw upon a bank or third party and such remittance has not been honored in funds, the Tax Collector may demand security for future payments.

(d) *Method of Reporting.* Each taxpayer shall elect to report on either a cash receipts basis or an accrual basis and shall indicate the choice on the Privilege License application. A taxpayer shall not change his reporting method without receiving prior written approval by the Tax Collector.

(1) Taxpayers must report all gross income subject to the tax using the same basis of reporting.

(2) Taxes imposed upon construction contracting shall be reported as follows:

(A) Construction contractors shall report on either a progressive billing ("accrual") basis or cash receipts basis.

(B) Speculative builders shall report the gross income derived from sale of improved real property at close of escrow or at transfer of title or possession, whichever occurs earlier.

(C) Owner-builders who are not speculative builders shall report taxable amounts as provided in Section 21.1-417.

(Res. No. 4491, § 1, 6-14-11)

Sec. 21.1-530. - When tax due; when delinquent; verification of return; extensions.

(a) Except as provided elsewhere in this Section, the taxes shall be due and payable monthly on or before the twentieth (20th) day of the month next succeeding the month in which the tax accrues.

(1) *Quarterly returns.* The Tax Collector may authorize a taxpayer whose reporting history indicates an estimated annual City Privilege and Use Tax liability on taxable gross income in excess of five thousand dollars ($5,000.00) but less than fifty thousand dollars ($50,000.00) to file returns on a calendar-quarterly basis. The taxes for each calendar quarter shall be due and payable on or before the twentieth (20th) day of the month next succeeding the end of each calendar quarter.

(2) *Annual returns.* The Tax Collector may authorize a taxpayer whose reporting history indicates an estimated annual City Privilege and Use Tax liability on taxable gross income of not more than five thousand dollars ($5,000.00) to file returns for such taxes on a calendar-annual basis. The taxes for each calendar year shall be due and payable on or before the twentieth (20th) day of January of the following year.

(b) *Special Requirements of taxpayers filing quarterly or annual returns.* No taxpayer may report on a quarterly or annual basis until he has established, to the Tax Collector's satisfaction, six (6) months reporting history. It is the taxpayer's responsibility to notify the Tax Collector and increase his reporting frequency (to quarterly or monthly as applicable) when his taxable income or tax due exceeds the maximum limits for his current reporting frequency. Failure to do so may be deemed negligence or evasion, and penalties may apply. Failure to file returns timely, without good cause shown to the satisfaction of the Tax Collector, is sufficient cause for the Tax Collector to deny future filings by the taxpayer on a quarterly or annual basis.

(c) *Delinquency Date.* Except as provided in subsection (d) below, all returns and remittances received within the Tax Collector's office on or before the last business day of the month when due shall be regarded as timely filed. The start of business of the first business day following the month when due shall be the delinquency date. It shall be the taxpayer's responsibility to cause his return and remittance to be timely received. Mailing the return or remittance on or before the due date or

delinquency date does not relieve the taxpayer of the responsibility of causing his return or remittance to be received by the last business day of the month when due.

(d) *Jeopardy reporting.* If the Tax Collector determines that the collection of any tax due to the City is in jeopardy, the Tax Collector may direct the taxpayer to file his return and remit the tax on a weekly, daily, or transaction-by-transaction basis. Such return and remittance shall be due upon the date fixed by the Tax Collector, and the "delinquency date" shall be the following day.

(e) *Extensions.* The Tax Collector may extend the time for filing a return, for good cause shown, and only when requested in writing and received by the Tax Collector prior to the tax due date. However, the time for filing such return shall not be extended beyond the last business day of the month next succeeding the due date of such return. In such cases, only the penalties for late filing and late payment may be waived by the Tax Collector for filing and payment within the extension period. Notwithstanding the granting of an extension, the interest payable for late payment of taxes shall be paid for the period commencing upon the original delinquency date and ending on the date the tax is paid. The interest may not be waived by the Tax Collector.

(Res. No. 4491, § 1, 6-14-11)

Sec. 21.1-540. - Interest and civil penalties.

(a) Any taxpayer who failed to pay any of the taxes imposed by this Chapter which were due or found to be due before the delinquency date shall be subject to and shall pay interest upon such tax until paid. From and after October 1, 2005, the interest rate shall be determined in the same manner and at the same times as prescribed by Section 6621 of the United States Internal Revenue Code and compounded annually under the method described in subsection (1) below. The rate of interest for both overpayments and underpayments for all taxpayers is the federal short-term rate, determined pursuant to Section 6621(b) of the Internal Revenue Code, plus three percentage points. The interest rate prior to October 1, 2005 shall be one percent (1%) per month. Said interest may be neither waived by the Tax Collector nor abated by the Hearing Officer except as it might relate to a tax abated as provided by Section 21.1-570.

(1) On January 1 of each year any interest outstanding as of that date that was accrued from and after October 1, 2005 is thereafter considered a part of the principal amount of the tax and accrues interest pursuant to this section.

(2) Interest accrued prior to October 1, 2005 shall not be added to the principal.

(b) In addition to interest assessed under subsection (a) above, any taxpayer who failed to pay any of the taxes imposed by this Chapter which were due or found to be due before the delinquency date shall be subject to and shall pay any or all of the following civil penalties, in addition to any other penalties prescribed by this Chapter:

(1) A taxpayer who fails to timely file a return for a tax imposed by this Chapter shall pay a penalty of five percent (5%) of the tax for each month or fraction of a month elapsing between the delinquency date of the return and the date on which it is filed, unless the taxpayer shows that the failure to timely file is due to reasonable cause and not due to willful neglect. This penalty shall not exceed twenty-five percent (25%) of the tax due.

(2) A taxpayer who fails to pay the tax within the time prescribed shall pay a penalty of ten percent (10%) of the unpaid tax, unless the taxpayer shows that the failure to timely pay is due to reasonable cause and not due to willful neglect. If the taxpayer is also subject to a penalty under subsection (b)(1) above for the same tax period, the total penalties under subsection (b)(1) and this subsection shall not exceed twenty-five percent (25%) of the tax due.

(3) A taxpayer who fails or refuses to file a return within thirty (30) days of having received a written notice and demand from the Tax Collector shall pay a penalty of twenty-five percent (25%) of the tax, unless the taxpayer shows that the failure is due to reasonable cause and not due to willful neglect or the Tax Collector agrees to a longer time period.

(4) If the cause of a tax deficiency is determined by the Tax Collector to be due to negligence, but without regard for intent to defraud, the taxpayer shall pay a penalty of ten percent (10%) of the amount of deficiency. If the taxpayer is also subject to a penalty under subsection (b)(1) or (b)(2) above for the same tax period, the total penalties imposed under subsection (b)(1), (b)(2) and this subsection shall not exceed twenty-five percent (25%) of the tax due.

(5) If the cause of a tax deficiency is determined by the Tax Collector to be due to civil fraud or evasion of the tax, the taxpayer shall pay a penalty of fifty percent (50%) of the amount of deficiency.

(c) Penalties and interest imposed by this Section are due and payable upon notice by the Tax Collector.

(d) If, following an audit, penalties attributable to the audit period are to be assessed pursuant to subsection (b)(1) or (b)(2) above, the Tax Collector, before assessing such penalties, must take into consideration any information or explanations provided by the taxpayer as to why the return was not timely filed and/or the tax was not timely paid. If such information and/or explanations are provided by the taxpayer, and the Tax Collector nevertheless decides to assess penalties pursuant to subsection (b)(1) or (b)(2) above, then, at the time the penalties are assessed, the Tax Collector must provide the taxpayer with a detailed written explanation of the basis for the Tax Collector's determination that the information and/or explanations provided by the taxpayer did not constitute reasonable cause.

(e) The assessment of the penalties prescribed by subsections (b)(3) through (b)(5) above must be approved on a case-by-case basis by the Tax Collector prior to such assessment. In addition, any assessment which includes penalties based upon subsection (b)(3), (b)(4), or (b)(5) above must be accompanied by a statement signed by the Tax Collector setting forth in detail the basis for the Tax Collector's determination that the penalties are warranted under the circumstances.

(f) The Tax Collector shall waive or adjust penalties imposed by subsections (b)(1) and (b)(2) above upon a finding that:

(1) in the past, the taxpayer has consistently filed and paid the taxes imposed by this Chapter in a timely manner; or

(2) the amount of the penalty is greatly disproportionate to the amount of the tax; or

(3) the failure of a taxpayer to file a return and/or pay any tax by the delinquency date was caused by any of the following circumstances which must occur prior to the delinquency date of the return or payment in question:

(A) the return was timely filed but was inadvertently forwarded to another taxing jurisdiction.

(B) erroneous or insufficient information was furnished the taxpayer by the Tax Collector or his employee or agent.

(C) death or serious illness of the taxpayer, member of his immediate family, or the preparer of the reports immediately prior to the due date.

(D) unavoidable absence of the taxpayer immediately prior to the due date.

(E) destruction, by fire or other casualty, of the taxpayer's place of business or records.

(F) prior to the due date, the taxpayer made application for proper forms which could not be furnished in sufficient time to permit a timely filing.

(G) the taxpayer was in the process of pursuing an active protest of the tax in question in another taxing jurisdiction at the time the tax and/or return was due.

(H) the taxpayer establishes through competent evidence that the taxpayer contacted a tax advisor who is competent on the specific tax matter and, after furnishing necessary and relevant information, the taxpayer was incorrectly advised that no tax was owed and/or the filing of a return was not required.

(I) the taxpayer has never been audited by a City for the tax or on the issue in question and relied, in good faith, on a state exemption or interpretation.

(J) the taxpayer can provide some public record (court case, report in a periodical, professional journal or publication, etc.) stating that the transaction is not subject to tax.

(K) the Arizona Department of Revenue, based upon the same facts and circumstances, abated penalties for the same filing period.

A taxpayer may also request a waiver or adjustment of penalty for a reason thought to be equally substantive to those reasons itemized above. All requests for waiver or adjustment of penalty must be in writing and shall contain all pertinent facts and other reliable and substantive evidence to support the request. In all cases, the burden of proof is upon the taxpayer.

(g) No request for waiver of penalty under subsection (f) above may be granted unless written request for waiver is received by the Tax Collector within forty-five (45) days following the imposition of penalty. Any taxpayer aggrieved by the refusal to grant a waiver under subsection (f) above may appeal under the provisions of Section 21.1-570 provided that a petition of appeal or request for an extension is submitted to the Tax Collector within forty-five (45) days of the taxpayer's receipt of notice by the City that waiver has been denied.

(h) For the purpose of this Section, "reasonable cause" shall mean that the taxpayer exercised ordinary business care and prudence, i.e., had a reasonable basis for believing that the tax did not apply to the business activity or the storage or use of the taxpayer's tangible personal property in this City.

(i) For the purpose of this Section, "negligence" shall be characterized chiefly by inadvertence, thoughtlessness, inattention, or the like, rather than an "honest mistake". Examples of negligence include:

(1) the taxpayer's failure to maintain records in accordance with Article III of this Chapter;

(2) repeated failures to timely file returns; or

(3) gross ignorance of the law.

(Res. No. 4491, § 1, 6-14-11; Ord. No. 2843, § 6, 5-14-13)

Sec. 21.1-541. - Erroneous advice or misleading statements by the tax collector; abatement of penalties and interest; definition.

(a) Notwithstanding Section 21.1-540(a), no interest or penalty may be assessed on an amount assessed as a deficiency if either:

(1) The deficiency assessed is directly attributable to erroneous written advice furnished to the taxpayer by an employee of the City acting in an official capacity in response to a specific request from the taxpayer and not from the taxpayer's failure to provide adequate or accurate information.

(2) All of the following are true:

(A) A tax return form prepared by the Tax Collector contains a statement that, if followed by a taxpayer, would cause the taxpayer to misapply this Chapter.

(B) The taxpayer reasonably relies on the statement.

(C) The taxpayer's underpayment directly results from this reliance.

(b) Each employee of the Tax Collector, at the time any oral advice is given to any person, shall inform the person that the Tax Collector is not bound by such oral advice.

(c) For purposes of this Section "tax return form" includes the instructions that the Tax Collector prepares for use with the tax return form.

(Res. No. 4491, § 1, 6-14-11)

Sec. 21.1-542. - Prospective application of new law or interpretation or application of law.

(a) Unless expressly authorized by law, the Tax Collector shall not apply any newly enacted legislation retroactively or in a manner that will penalize a taxpayer for complying with prior law.

(b) If the Tax Collector adopts a new interpretation or application of any provision of this Chapter or determines that any provision applies to a new or additional category or type of business and the change in interpretation or application is not due to a change in the law:

(1) The change in interpretation or application applies prospectively only unless it is favorable to taxpayers.

(2) The Tax Collector shall not assess any tax, penalty or interest retroactively based on the change in interpretation or application.

(c) For purposes of subsection (b), "New interpretation or application" includes policies and procedures which differ from established interpretations of this Chapter.

(d) (Reserved).

(Res. No. 4491, § 1, 6-14-11)

Sec. 21.1-545. - Deficiencies; when inaccurate return is filed; when no return is filed; estimates.

(a) If the taxpayer has failed to file a return, or if the Tax Collector is not satisfied with the return and payment of the amount of tax required, and additional taxes are determined by the Tax Collector to be due, the Tax Collector shall deliver written notice of his determination of a deficiency to the taxpayer, and such deficiency, plus penalties and interest, shall be due and payable forty-five (45) days after receipt of the notice and demand. Such additional taxes shall bear any applicable civil penalties and interest as provided in Section 21.1-540, and every such notice of a determination of an additional amount due shall be assessed within the limitation period provided in Section 21.1-550.

(1) *When a return is filed.* If the Tax Collector is not satisfied with a return and payment of the amount of tax required by this Chapter to be paid to the City, he may examine the return or examine the records of the taxpayer, and redetermine the amount of tax, penalties, and interest required to be paid, for any periods available to the Tax Collector under Section 21.1-550, based upon the information contained in the return or records or based upon any information within his possession or which comes into his possession.

(2) *When no return is filed.* If any person fails to make a return, the Tax Collector may make an estimate of the amount of tax due under this Chapter and compute any applicable penalties and interest due, based upon any information within his possession or which comes into his possession.

(b) *Estimates by the Tax Collector.* Any estimate made by the Tax Collector is to be made on a reasonable basis. The existence of another reasonable basis of estimation does not, in any way, invalidate the Tax Collector's estimate. It is the responsibility of the taxpayer to prove that the Tax Collector's estimate is not reasonable and correct, by providing sufficient documentation of the type and form required by this Chapter or satisfactory to the Tax Collector.

(Res. No. 4491, § 1, 6-14-11)

Sec. 21.1-546. - Closing agreements in cases of extensive taxpayer misunderstanding or misapplication; approval; rules.

(a) If the Tax Collector determines that noncompliance with tax obligations results from extensive misunderstanding or misapplication of provisions of this Chapter it may enter into closing agreements with those taxpayers under the following terms and conditions:

(1) Extensive misunderstanding or misapplication of the tax laws occurs if the Tax Collector determines that more than sixty percent (60%) of the persons in the affected class have failed to properly account for their taxes owing to the same misunderstanding or misapplication of the tax laws.

(2) The Tax Collector shall publicly declare the nature of the possible misapplication and the proposed definition of the class of affected taxpayers and shall conduct a public hearing to hear testimony regarding the extent of the misapplication and the definition of the affected class.

(3) If, after the public hearing, the Tax Collector determines that a class of affected taxpayers has failed to comply with their tax obligations because of extensive misunderstanding or misapplication of the tax laws it shall issue a tax ruling announcing that finding and publish the ruling in a newspaper of general circulation in the City and through the next two (2) model city tax code updates.

(4) A closing agreement under this Section may abate some or all of the penalties, interest and tax that taxpayers have failed to remit, or the agreement may provide for the prospective treatment of the matter as to the class of affected taxpayers. All taxpayers in the class shall be offered the opportunity to enter into a similar agreement for the same tax periods.

(5) Taxpayers in the affected class who have properly accounted for their tax obligations for these tax periods shall be offered the opportunity to enter into an equivalent closing agreement providing for a pro rata credit or refund of their taxes previously paid.

(6) The closing agreement shall require the taxpayers to properly account for and pay such taxes in the future. If a taxpayer fails to adhere to such a requirement, the closing agreement is voidable by the Tax Collector and he may assess the taxpayer for the delinquent taxes. The Tax Collector may issue such a proposed assessment within six (6) months after the date that he declares that closing agreement void or within the period prescribed by Section 21.1-550 of this Chapter.

(b) Before entering into closing agreements pursuant to this Section, the Tax Collector shall secure such approval as required by charter, ordinance or administrative regulation.

(c) After a closing agreement has been signed pursuant to this Section, it is final and conclusive except on a showing of fraud, malfeasance or misrepresentation of a material fact. The case shall not be reopened as to the matters agreed upon or the agreement shall not be modified by any officer, employee or agent of the City. The agreement or any determination, assessment, collection, payment abatement, refund or credit made pursuant to the agreement shall not be annulled, modified, set aside or disregarded in any suit, action or proceeding.

(d) The Tax Collector shall report in writing its activities under this Section to the Mayor and City Council on or before February 1 of each year.

(Res. No. 4491, § 1, 6-14-11)

Sec. 21.1-550. - Limitation periods.

(a) *Limitation when a return has been filed.*

(1) Except as provided elsewhere in this Section, the Tax Collector may assess additional tax due at any time within four (4) years after the date on which the return is required to be filed, or within four (4) years after the date on which the return is filed, whichever period expires later.

(2) However, if a taxpayer does not report an amount properly reportable which is in excess of twenty-five percent (25%) of the taxable amount stated on the return, the Tax Collector may assess additional tax due at any time within six (6) years after the date on which the return was filed.

(3) Any delay in commencement or completion of any examination by the Tax Collector, which is requested or agreed to in writing by the taxpayer, shall be excluded from the computation of any limitation period prescribed by this Section, and the Tax Collector shall be entitled to make a determination for taxes due without exclusion of any such time period, and any limitation period shall be extended for a length of time equivalent to the period of the agreed upon delay.

(4) Any assessment of additional tax due by the Tax Collector shall be deemed to have been made by mailing a copy of a notice of audit assessment by certified mail to the taxpayer's address of

record with the Tax Collector or by personal delivery of a copy of a notice of audit assessment to the taxpayer or his authorized agent.

(b) *Suspension of limitation period.* The limitation period on assessment shall be suspended for any period:

(1) The assets of the taxpayer are in the control or custody of the court in any proceeding before any court of jurisdiction within the United States of America, and for one hundred and eighty (180) calendar days thereafter; or

(2) Which the taxpayer and the Tax Collector agree upon in writing.

(c) *When no return filed; fraudulent return.* In the case of a fraudulent return with the intent to evade tax, or the failure or refusal to file a return for any month, the Tax Collector may assess the amount of taxes payable for that month at any time, without any reliance by the taxpayer upon any time limitation provided elsewhere in this Chapter.

(d) Special provisions relating to owner-builders. The limitation for an owner-builder subject to the tax as prescribed in Section 21.1-417 shall be based upon the date such tax liability is reportable or was reported, as provided in Section 21.1-417.

(Res. No. 4491, § 1, 6-14-11)

Sec. 21.1-553. - Examination of taxpayer records; joint audits.

(a) *Waiver of joint audit.* A taxpayer that does not authorize a joint audit to be conducted for a tax jurisdiction is subject to audit by that tax jurisdiction at any time subject to the limitation provisions provided in Section 21.1-550.

(b) *Tax jurisdiction acceptance of joint audit.* If the Arizona Department of Revenue intends to conduct an audit of a taxpayer, the cities or towns for whom a joint audit is being conducted may accept the audit by the Arizona Department of Revenue or may elect to have a representative participate, provided that no more than two city or town representatives in total may participate.

(1) If a city or town does not accept the audit as a joint audit, the city or town may not conduct an audit of the taxpayer for forty-two months from the close of the last tax period covered by the audit unless an exception applies to that taxpayer pursuant to A.R.S. § 42-2059.

(2) If a joint audit is performed by a city or town, the Arizona Department of Revenue is not prohibited from conducting an audit that does not violate the provisions of A.R.S. § 42-2059.

(Res. No. 4491, § 1, 6-14-11)

Sec. 21.1-555. - Tax collector may examine books and other records; failure to provide records.

(a) The Tax Collector may require the taxpayer to provide and may examine any books, records, or other documents of any person who, in the opinion of the Tax Collector, might be liable for any tax under this Chapter, for any periods available to him under Section 21.1-550.

(b) In order to perform any examination authorized by this Chapter, the Tax Collector may issue an Administrative Request for the attendance of witnesses or for the production of documents, as provided by Regulation.

(c) If within sixty (60) days of receiving a written request for information in the possession of the taxpayer, the taxpayer fails or refuses to furnish the requested information, the Tax Collector may, in addition to penalties prescribed under Section 21.1-540, impose an additional penalty of twenty-five percent (25%) of the amount of any tax deficiency which is attributable to the information which the taxpayer failed to provide, unless the taxpayer shows that the failure was due to reasonable cause and not due to willful neglect.

(d) The Tax Collector may use any generally accepted auditing procedures, including sampling techniques, to determine the correct tax liability of any taxpayer. The Tax Collector shall ensure that the procedures used are in accordance with generally accepted auditing standards.

(e) The fact that the taxpayer has not maintained or provided such books and records which the Tax Collector considers necessary to determine the tax liability of any person does not preclude the Tax Collector from making any assessment. In such cases, the Tax Collector is authorized to use estimates, projections, or samplings, to determine the correct tax. The provisions of Section 21.1-545(b), concerning estimates, shall apply.

(f) The Tax Collector shall give the taxpayer written notice of his determination of a deficiency by certified mail to the taxpayer's address of record with the tax collector, and the tax deficiency, plus interest and penalties, is final forty-five (45) days from the date of receipt of the notice by the taxpayer, unless an appeal is taken pursuant to the provisions of Sections 21.1-570 through 21.1-575.

(Res. No. 4491, § 1, 6-14-11)

Sec. 21.1-556. - No additional audits or proposed assessments; exceptions.

(a) Once the Tax Collector completes an examination authorized by Section 21.1-555 and a written notice of the determination of a deficiency has been issued to the taxpayer pursuant to Section 21.1-545(a) or 21.1-555(f), the taxpayer's liability for the time period subjected to the examination is fixed and determined, and no additional audit or examination may be conducted by the Tax Collector with respect to such time period except under the following circumstances.

(1) If a taxpayer files a claim for refund under Section 21.1-560, the Tax Collector may conduct an examination limited to the issues presented in the refund claim.

(2) If the taxpayer failed to disclose material information during the initial examination, falsified books or records, or otherwise engaged in conduct which prevented the Tax Collector from conducting an accurate examination. The applicability of this subsection, and the Tax Collector's right to proceed there under, may be raised and contested by the taxpayer in a subsequent administrative review brought pursuant to Section 21.1-570.

(b) An audit or examination conducted by any other taxing jurisdiction will not preclude the Tax Collector from conducting an audit or examination for the same time period.

(c) If the Tax Collector issues a notice of deficiency pursuant to either Section 21.1-545(a) or Section 21.1-555(f), the Tax Collector may not increase the proposed deficiency except in one or more of the following circumstances:

(1) The taxpayer made a material misrepresentation of fact.

(2) The taxpayer failed to disclose a material fact.

(3) The Tax Collector submitted a written request for information prior to issuance of the assessment, and the taxpayer, despite possessing or having access to such information, failed to provide it within sixty (60) days as required by Section 21.1-555(c).

(4) After issuing the notice of determination of deficiency but before the deficiency became final, the Arizona Tax Court, Court of Appeals or Supreme Court issued a decision, the applicability of which causes the deficiency initially proposed to increase.

(Res. No. 4491, § 1, 6-14-11)

Sec. 21.1-560. - Erroneous payment of tax; credits and refunds; limitations.

(a) The Tax Collector may authorize either credits or payments of refunds for any taxes, penalties or interest paid in excess of the amount actually due. Any credit authorized by the Tax Collector shall be canceled from the accounts of the City if no timely filed request for credit or refund is made by the claimant claiming same within one (1) year following the date of determination and notice by the Tax Collector of the excess payment. For purposes of this section, "claimant" means a taxpayer that has paid a tax imposed under this article and has submitted a credit or refund claim under this Section. Except where the taxpayer has granted a customer a power of attorney to pursue a credit or refund claim on the taxpayer's behalf, claimant does not include any customer of such taxpayer, whether or not the claimant collected the tax from customers by separately stated itemization.

(b) No credit shall be allowed or refund paid except under one of the following conditions:

(1) As provided in Section 21.1-565.

(2) Upon examination of filed returns for any period not excluded by Section 21.1-550, and not to exceed the tax, penalty, or interest actually paid with such returns.

(3) Upon audit or other examination of the books and records of the taxpayer, but only for periods as provided in Section 21.1-550. In the case of an examination performed at the taxpayer's request, credit shall be allowed or refund paid only for any excess taxes, penalties, or interest actually paid within the limitation period provided in Section 21.1-550, such period to be calculated from the date of receipt of the taxpayer's request by the Tax Collector. Requests by taxpayers for audits to authorize credits shall be honored unless, in the opinion of the Tax Collector, the taxpayer has made excessive requests for audits.

(4) Upon the claimant's submission of a written claim for credit or refund of any taxes, penalties, or interest paid to the City by the claimant.

(c) A credit or refund claim submitted by a claimant pursuant to subsection (b)(4) of this Section must:

(1) Identify the name, address and city tax identification number of the taxpayer; and

(2) Identify the dollar amount of the credit or refund requested; and

(3) Identify the specific tax period involved; and

(4) Identify the specific grounds upon which the claim is based.

(d) When a written claim for credit or refund is submitted pursuant to subsection (b)(4) of this section, no credit shall be allowed or refund paid except for those taxes, penalties, or interest paid in excess of the amount due within the limitation period provided in Section 21.1-550. The credit or refund limitation period shall be calculated from the date the Tax Collector receives the claimant's written claim meeting the requirements of subsection (c) of this Section.

(e) The following additional requirements apply to the Tax Collector and the claimant for claims for credit or refund submitted pursuant to subsection (b)(4) of this Section:

(1) The Tax Collector shall notify the claimant that the claim for credit or refund has been received and shall indicate whether the claim meets the requirements of subsection (c) of this Section. If the claim does not meet the requirements of subsection (c) of this Section, the Tax Collector shall identify the deficiency in writing. Any claim that does not meet the requirements of subsection (c) of this Section shall not secure the limitation period pursuant to Section 21.1-550.

(2) The Tax Collector may request, in writing, additional information or documentation from the claimant to support the requested credit or refund. Such information or documentation must be reasonably related to the claim and required to be maintained under this Chapter in the normal course of business.

(A) The claimant may request in writing one or more extensions to supply the requested information or documentation. The Tax Collector may reject an extension request only by denying the claim in whole or in part, subject to appeal by the claimant pursuant to Section 21.1-570.

(B) A claimant aggrieved by a request for information or documentation under this subsection may file an appeal in the manner provided for in Section 21.1-570 regarding the scope of the request for information or documentation. Such petition must be filed no later than the last day by which requested information or documentation must be provided to the Tax Collector, including any extensions. The decision of the Hearing Officer regarding a request for information or documentation may not be appealed by either party until the claim has been approved or denied, in whole or in part, under subsection (h) of this Section or through subsubsections (e)(3) or (e)(4) of this Section. A claimant shall not be barred from

raising the issue of the reasonableness of the Tax Collector's information or documentation request in an appeal filed under subsection (h) of this Section or through subsubsections (e)(3) or (e)(4) of this Section through a lack of filing a petition under this subsubsection.

(3) If the Tax Collector fails to request additional information or documentation pursuant to this Section and fails to issue a determination on any claim for credit or refund within six (6) months after the claim is filed, the claimant may consider the claim denied and may file an appeal pursuant to Section 21.1-570.

(4) If the Tax Collector fails to issue a determination within six (6) months of receiving all requested additional information or documentation, the claimant may consider the claim for credit or refund denied and may file an appeal pursuant to Section 21.1-570.

(5) The burden of proof to show that a notice, request, determination or other communication was received by the Claimant in this Section is on the Tax Collector, and will be satisfied by receipt of notice. The burden of proof to show that a claim or additional information or documentation was received by the Tax Collector is on the claimant and will be satisfied by receipt of notice.

(f) Interest shall be allowed on the overpayment of tax for any credit or refund authorized pursuant to subsections (b)(3) or (b)(4) of this Section. Such interest shall be allowed on the overpayment of tax at the rate and in the manner set forth in Section 21.1-540(a), except that interest shall be allowed prior to October 1, 2005 at the rate of interest earnings on the City of Flagstaff Treasurer's pool for the period of time the cash was held through September 30, 2005. Interest shall be allowed as follows:

(1) For credits or refunds authorized pursuant to subsection (b)(3) of this Section, interest shall be calculated from the date the Tax Collector receives the claimant's written claim following the date of notice to the claimant authorizing the credit or refund.

(2) For credits or refunds authorized pursuant to subsection (b)(4) of this Section, interest shall be calculated from the date the Tax Collector receives the claimant's written claim meeting the requirements of subsection (c) of this Section.

(g) The Tax Collector shall give the claimant a written notice of determination for a claim made under subsection (b) of this Section. If the determination is a denial of a claim, in whole or in part, the determination must state that the claim for credit or refund has been denied in whole or in part, with the reason for denial, and must include the claimant's rights of appeal pursuant to Section 21.1-570.

(h) A determination by the Tax Collector under this section, whether an approval of a claim or a denial of a claim, in whole or in part, shall become final forty-five (45) days from the date of receipt of the notice by the claimant, unless an appeal is made pursuant to Section 21.1-570. If the claimant is the prevailing party in an appeal of a determination under this Section, Section 21.1-578 shall apply, except that reasonable fees and other costs may be awarded either by the Hearing Officer or court and are not subject to the monetary limitations of subsection 21.1-578(e) if the Tax Collector's position was not substantially justified or was brought for the purpose of harassing the claimant, frustrating the credit or refund process or delaying the credit or refund. For the purposes of this Section, "reasonable fees and other costs" means fees and other costs that are based on prevailing market rates for the kind and quality of the furnished services, not to exceed the amounts actually paid for expert witnesses, the cost of any study, analysis, report, test, project or computer program that is found to be necessary to prepare the claimant's case and necessary fees for attorneys or other representatives.

(i) The amendments to this Section as enacted in Ordinance No. 2607, New Series, shall be effective as follows:

(1) For any claim for refund or credit received by the Tax Collector before October 1, 2005:

(A) The provisions of this Section as it existed prior to the adoption of Ordinance No. 2607, New Series, shall apply, except that interest shall be allowed from and after October 1,

2005 as provided in subsection (f) of this Section as enacted by Ordinance No. 2607, New Series.

(B) Except as noted in subsection (1)(a) above, the amendments to this Section as enacted in Ordinance No. 2607, New Series, shall not be cited or considered in the construction or the interpretation of the City tax refund or credit provisions, interest provisions, or appeal provisions in effect prior to October 1, 2005.

(2) The provisions of this Section enacted by Ordinance No. 2607, New Series, shall apply to all claims for refund or credit, for any periods as determined by subsections (d) or (e) of this Section, received by the Tax Collector from and after October 1, 2005, except for claims that, in whole or in part, had been received by the Collector prior to October 1, 2005.

(j) Any refund paid under the provisions of this Section shall be paid from the Privilege Tax revenue accounts.

(Res. No. 4491, § 1, 6-14-11)

Sec. 21.1-565. - Payment of tax by the incorrect taxpayer or to the incorrect arizona city or town.

(a) When it is determined that taxes have been reported and paid to the City by the wrong taxpayer, any taxes erroneously paid shall be transferred by the City to the privilege tax account of the person who actually owes and should have paid such taxes, provided that the City receives an assignment and waiver signed by both the person who actually paid the tax and the person who should have paid the tax.

(b) An assignment and waiver provided under this Section must:

(1) Identify the name and City privilege license number of the person who erroneously paid the tax and the person who should have paid the tax.

(2) Provide that the person who erroneously paid the tax waives any right such person may have to a refund of the taxes erroneously paid.

(3) Authorize the City Treasurer to transfer the erroneously paid tax to the privilege tax account of the person who should have paid the tax.

(c) When it is determined that taxes have been reported and paid to the wrong Arizona city or town, such taxes shall be remitted to the correct city or town, provided that the city or town to whom the taxes were erroneously paid receives an assignment and waiver signed by both the person who actually paid the tax and the person who should have paid the tax. Where the person who actually paid the tax and the person who should have paid the tax are one and the same, no assignment and waiver need be provided. The City shall neither pay nor charge any interest or penalty on any overpayment or underpayment except such interest and penalty actually paid by the taxpayer relating to such tax.

(d) This Section in no way limits or restricts the applicability of any remedies which may otherwise be available under A.R.S. § 42-6003. The limitations and procedures set forth in A.R.S. § 42-6003 shall apply to all payments under this Section.

(e) When reference is made in this Section to this City or an Arizona city or town, and payments made to or requested from this City or an Arizona city or town, the provisions shall be applicable to the Arizona Department of Revenue when it is acting for or on behalf of this City or an Arizona city or town.

(Res. No. 4491, § 1, 6-14-11)

Sec. 21.1-567. - (Reserved).

(Res. No. 4491, § 1, 6-14-11)

Sec. 21.1-570. - Administrative review; petition for hearing or for redetermination; finality of order.

For the purpose of this section, "Municipal Tax Hearing Office" means the administrative offices of the Municipal Tax Hearing Officer.

(a) *Informal Conference.* A taxpayer shall have the right to discuss any proposed assessment with the auditor prior to the issuance of any assessment, but any such informal conference is not required for the taxpayer to file a petition for administrative review.

(b) *Administrative Review.*

(1) *Filing a Petition.* Other than in the case of a jeopardy assessment, a taxpayer may contest the applicability or amount of tax, penalty, or interest imposed upon or paid by him pursuant to this Chapter by filing a petition for a hearing or for redetermination with the Tax Collector as set forth below:

(A) Within forty-five (45) days of receipt by the taxpayer of notice of a determination by the Tax Collector that a tax, penalty, or interest amount is due, or that a request for refund or credit has been denied; or

(B) By voluntary payment of any contested amount when accompanied by a timely filed return and a petition requesting a refund of the protested portion of said payment; or

(C) By petition accompanying a timely filed return contesting an amount reported but not paid; or

(D) By petition requesting review of denial of waiver of penalty as provided in subsection 21.1-540(g).

(2) *Extension to file a petition.* In all cases, the taxpayer may request an extension from the Tax Collector. Such request must be in writing, state the reasons for the requested delay, and must be filed with the Tax Collector within the period allowed above for originally filing a petition. The Tax Collector shall allow a forty-five (45) day extension to file a petition, when such written request has been properly and timely made by the taxpayer. The Tax Collector may grant an additional extension and may determine the corresponding time of any such extension at his sole discretion.

(3) *Requirements for petition.*

(A) The petition shall be in writing and shall set forth the reasons why any correction, abatement, or refund should be granted, and the amount of reduction or refund requested. The petition may be amended at any time prior to the time the taxpayer rests his case at the hearing or such time as the Hearing Officer allows for submitting of amendments in cases of redeterminations without hearings. The Hearing Officer may require that amendments be in writing, and in that case, he shall provide a reasonable period of time to file the amendment. The Hearing Officer shall provide a reasonable period of time for the Tax Collector to review and respond to the petition and to any written amendments.

(B) The taxpayer, as part of the petition, may request a hearing which shall be granted by the Hearing Officer. If no request for hearing is made the petition shall be considered to be submitted for decision by the Hearing Officer on the matters contained in the petition and in any reply made by the Tax Collector.

(C) The provisions of this section are exclusive, and no petition seeking any correction, abatement, or refund shall be considered unless the petition is timely and properly filed under the Section.

(4) *Transmittal to Hearing Officer.* The city/town shall designate a Hearing Officer, who may be other than an employee of the City. The Tax Collector, if designated to receive petitions, shall forward any petition to the Municipal Tax Hearing Officer within twenty (20) days after receipt, accompanied by documentation as to timeliness. In cases where the Hearing Officer determines that the petition is not timely or not in proper form, he shall notify both the taxpayer and the Tax Collector; and in cases of petitions not in proper form only, the Hearing Officer shall provide the taxpayer with an extension up to forty-five (45) days to correct the petition.

(5) Hearings shall be conducted by a Hearing Officer and shall be continuous until the Hearing Officer closes the record. The taxpayer may be heard in person or by his authorized representative at such hearing. Hearings shall be conducted informally as to the order of proceeding and presentation of evidence. The Hearing Officer shall admit evidence over hearsay objections where the offered evidence has substantial probative value and reliability. Further, copies of records and documents prepared in the ordinary course of business may be admitted, without objection as to foundation, but subject to argument as to weight, admissibility, and authenticity. Summary accounting records may be admitted subject to satisfactory proof of the reliability of the summaries. In all cases, the decision of the Hearing Officer shall be made solely upon substantial and reliable evidence. All expenses incurred in the hearing shall be paid by the party incurring the same.

(6) Redeterminations upon a "petition for redetermination" shall follow the same conditions, except that no oral hearing shall be held.

(7) *Hearing Ruling.* In either case, the Hearing Officer shall issue his ruling not later than forty-five (45) days after the close of the record by the Hearing Officer.

(8) *Notice of refund or adjusted assessment.* Within sixty (60) days of the issuance of the Hearing Officer's decision, the Tax Collector shall issue to the taxpayer either a notice of refund or an adjusted assessment recalculated to conform to the Hearing Officer's decision.

(c) *Stipulations that future tax is also protested.* A taxpayer may enter into a stipulation with the Tax Collector that future taxes of similar nature are also at issue in any protest or appeal. However, unless such stipulation is made, it is presumed that the protest or appeal deals solely and exclusively with the tax specifically protested and no other. When a taxpayer enters into such a stipulation with the Tax Collector that future taxes of similar nature will be included in any redetermination, hearing, or court case, it is the burden of that taxpayer to identify, segregate, and keep record of such income or protested taxable amount in his books and records in the same manner as the taxpayer is required to segregate exempt income.

(d) *When an assessment is final.*

(1) If a request for administrative review and petition for hearing or redetermination of an assessment made by the Tax Collector is not filed within the period required by subsection (b) above, such person shall be deemed to have waived and abandoned the right to question the amount determined to be due and any tax, interest, or penalty determined to be due shall be final as provided in subsections 21.1-545(a) and 21.1-555(f).

(2) The decision made by the Hearing Officer upon administrative review by hearing or redetermination shall become final thirty (30) days after the taxpayer receives the notice of refund or adjusted assessment required by subsection (b)(8) above, unless the taxpayer appeals the order or decision in the manner provided in Section 21.1-575.

(e) *(Reserved).* (For cities and towns in the state collection system this subsection will read: "Taxpayers shall be subject to the State taxpayer bill of rights (A.R.S. § 42-2051 et seq.)")

(Res. No. 4491, § 1, 6-14-11)

Sec. 21.1-571. - Jeopardy assessments.

(a) If the Tax Collector believes that the collection of any assessment or deficiency of any amounts imposed by this Chapter will be jeopardized by delay, he shall deliver to the taxpayer a notice of such finding and demand immediate payment of the tax or deficiency declared to be in jeopardy, including interest, penalties, and additions.

(b) Jeopardy assessments are immediately due and payable, and the Tax Collector may immediately begin proceedings for collection. The taxpayer, however, may stay collection by filing, within ten (10) days after receipt of notice of jeopardy assessment, or within such additional time as the Tax Collector may allow, by bond or collateral in favor of the City in the amount Tax Collector declared to be in jeopardy in his notice.

(c) "Bond or Collateral", as required by this Section,

(1) Shall mean either:

(A) A bond issued in favor of the City by a surety company authorized to transact business in this State and approved by the Director of Insurance as to solvency and responsibility, or

(B) Collateral composed of securities or cash which are deposited with, and kept in the custody of, the Tax Collector.

(2) Shall be of such form that it may, at any time without notice, be applied to any tax, penalties, or interest due and payable for the purposes of this Chapter. Securities held as collateral by the Tax Collector must be of a nature that they may be sold at public or private sale without notice to the taxpayer.

(d) If bond or collateral is not filed within the period prescribed by subsection (b) above, the tax collector may treat the assessment as final for purposes of any collection proceedings. The taxpayer nevertheless shall be afforded the appeal rights provided in Sections 21.1-570 and 21.1-575. The filing of a petition by the taxpayer under Section 21.1-570, however, shall not stay the tax collector's rights to pursue any collection proceedings.

(e) If the taxpayer timely files sufficient bond or collateral, the jeopardy requirements are deemed satisfied, and the taxpayer may avail himself of the provisions of Section 21.1-570, including requests for additional time to file a petition.

(Res. No. 4491, § 1, 6-14-11)

Sec. 21.1-572. - Expedited review of jeopardy assessments.

(a) Within thirty (30) days after the day on which the Tax Collector furnishes the written notice required by Section 21.1-571(a), the taxpayer, pursuant to Section 21.1-570, may request the Tax Collector to review the action taken. Within fifteen (15) days after the request for review, the Tax Collector shall determine whether both the jeopardy determination and the amount assessed are reasonable.

(b) Within thirty (30) days after the Tax Collector notifies the taxpayer of the determination he reached pursuant to subsection (a) above, the taxpayer may bring a civil action in the appropriate court. If the taxpayer so requests, the City shall stipulate to an accelerated and expedited resolution of the civil action. If the court determines that either the jeopardy determination or the amount assessed is unreasonable, the court may order the Tax Collector to abate the assessment, to redetermine any part of the amount assessed or to take such other action as the court finds to be appropriate. A determination made by the court under this subsection is final except as provided in A.R.S. § 12-170.

(Res. No. 4491, § 1, 6-14-11)

Sec. 21.1-575. - Judicial review.

(a) A taxpayer may seek judicial review of all or any part of a Hearing Officer's decision by initiating an action against the City in the appropriate Court of this County. A taxpayer is not required to pay any tax, penalty, or interest upheld by the Hearing Officer before seeking such judicial review.

(b) The Tax Collector may seek judicial review of all or any part of a Hearing Officer's decision by initiating an action in the appropriate Court of this County.

(c) An action for judicial review can not be commenced by either the taxpayer or the Tax Collector more than thirty (30) days after receipt by the taxpayer of notice of any refund or assessment recalculated or reduced to conform to the Hearing Officer's decision, unless the time to commence such an action is extended in writing signed by both the taxpayer and the Tax Collector. Failure to bring the action within thirty (30) days or such other time as is agreed upon in writing shall constitute a waiver of any right to judicial review, except as provided in subsection (g) below.

(d) The court shall hear and determine the appeal as a trial de novo; however, the Tax Collector cannot raise in the court any grounds or basis for the assessment not asserted before the Hearing

Officer. Nothing in this subsection, however, shall preclude the Tax Collector from responding to any arguments which are raised by the taxpayer in the appeal.

(e) The City has the burden of proof by a preponderance of the evidence in any court proceeding regarding any factual issue relevant to ascertaining the tax liability of a taxpayer. This subsection does not abrogate any requirement of this Chapter that requires a taxpayer to substantiate an item of gross income, exclusion, exemption, deduction, or credit. This subsection applies to a factual issue if a preponderance of the evidence demonstrates that:

(1) The taxpayer asserts a reasonable dispute regarding the issue.

(2) The taxpayer has fully cooperated with the tax collector regarding the issue, including providing within a reasonable period of time, access to and inspection of all witnesses, information and documents within the taxpayer's control, as reasonably requested by the tax collector.

(3) The taxpayer has kept and maintained records as required by the City.

(f) The issuance of an adjusted or corrected assessment or notice of refund due to the taxpayer, where made by the Tax Collector pursuant to the decision of the Hearing Officer, shall not be deemed an acquiescence by the City or the Tax Collector in said decision, nor shall it constitute a bar or estoppel to the institution of an action or counterclaim by the City to recover any amounts claimed to be due to it by virtue of the original assessment.

(g) After the initiation of any action in the appropriate court by either party, the opposite party may file such counterclaim as would be allowed pursuant to the Arizona Rules of Civil Procedure.

(Res. No. 4491, § 1, 6-14-11)

Sec. 21.1-577. - Refunds of taxes paid under protest.

In the event the Hearing Officer's decision or a final judgment by the Court is rendered in favor of the taxpayer to recover protested taxes, it shall be the duty of the Tax Collector, upon receipt of such decision or of a certified copy of such final judgment, to authorize a warrant in favor of the taxpayer in an amount equal to the amount of the tax found by such decision or by the final judgment to have been paid under protest, and such warrant shall include the amount of interest or other cost that may have been recovered against the City by the final judgment in such action in the courts, to be paid from the Privilege Tax revenue accounts.

(Res. No. 4491, § 1, 6-14-11)

Sec. 21.1-578. - Reimbursement of fees and other costs; definitions.

(a) A taxpayer who is a prevailing party may be reimbursed for reasonable fees and other costs related to any administrative proceeding brought by the taxpayer pursuant to Section 21.1-570(b). For purposes of this Section, a taxpayer is considered to be the prevailing party only if both of the following are true:

(1) The Tax Collector's position was not substantially justified.

(2) The taxpayer prevails as to the most significant issue or set of issues.

(b) Reimbursement under this Section may be denied if any of the following circumstances apply:

(1) During the course of the proceeding the taxpayer unduly and unreasonably protracted the final resolution of the matter.

(2) The reason that the taxpayer prevailed is due to an intervening change in the applicable law.

(c) The taxpayer shall present an itemization of the reasonable fees and other costs to the Taxpayer Problem Resolution Officer within thirty (30) days after receipt by the taxpayer of a notice of refund or recalculated assessment issued by the Tax Collector pursuant to Section 21.1-570(b)(8). The Taxpayer Problem Resolution Officer shall determine the validity of the fees and other costs within thirty (30) days after receiving the itemization. The Taxpayer Problem Resolution Officer's decision is considered a final decision. Either the taxpayer or the Tax Collector may seek judicial review of the

Taxpayer Problem Resolution Officer's decision. An action for judicial review, however, shall not be commenced more than thirty (30) days after receipt of the resolution officer's decision.

(d) In the event judicial review is not sought pursuant to subsection (c) above, the City shall pay the fees and other costs awarded as provided in this Section within thirty days after demand by a person who has received an award pursuant to this Section.

(e) Reimbursement to a taxpayer under this Section shall not exceed twenty thousand dollars ($20,000.00) or actual monies spent, whichever is less. The reimbursable attorney or representative fees shall not exceed one hundred dollars ($100.00) per hour or actual monies spent, whichever is less, unless the Taxpayer Problem Resolution Officer determines that an increase in the cost of living or a special factor such as the limited availability of qualified attorneys or representatives for the proceeding involved justifies a higher fee.

(f) For purposes of this Section "reasonable fees and other costs" means fees and other costs that are based on prevailing market rates for the kind and quality of the furnished services, but not exceeding the amounts actually spent for expert witnesses, the cost of any study, analysis, report, test or project that is found to be necessary to prepare the party's case and necessary fees for attorneys or other representatives.

(Res. No. 4491, § 1, 6-14-11)

Sec. 21.1-580. - Criminal penalties.

(a) It is unlawful for any person to knowingly or willfully:

(1) fail or refuse to make any return required by this Chapter.

(2) fail to remit as and when due the full amount of any tax or additional tax or penalty and interest thereon.

(3) make or cause to be made a false or fraudulent return.

(4) make or cause to be made a false or fraudulent statement in a return, in written support of a return, or to demonstrate or support entitlement to a deduction, exclusion, or credit or to entitle the person to an allocation or apportionment or receipts subject to tax.

(5) fail or refuse to permit any lawful examination of any book, account, record, or other memorandum by the Tax Collector.

(6) fail or refuse to remit any tax collected by such person from his customer to the Tax Collector before the delinquency date next following such collection.

(7) advertise or hold out to the public in any manner, directly or indirectly, that any tax imposed by this Chapter, as provided in this Chapter, is not considered as an element in the price to the consumer.

(8) fail or refuse to obtain a Privilege License or to aid or abet another in any attempt to intentionally refuse to obtain such a license or evade the license fee.

(9) reproduce, forge, falsify, fraudulently obtain or secure, or aid or abet another in any attempt to reproduce, forge, falsify, or fraudulently obtain or secure, an exemption from taxes imposed by this Chapter.

(b) The violation of any provision of subsection (a) above shall constitute a Class One Misdemeanor.

(c) In addition to the foregoing penalties, any person who shall knowingly swear to or verify any false or fraudulent statement, with the intent aforesaid, shall be guilty of the offense of perjury and on conviction thereof shall be punished in the manner provided by law.

(Res. No. 4491, § 1, 6-14-11; Ord. No. 2843, § 6, 5-14-13)

Sec. 21.1-590. - Civil actions.

(a) *Liens.*

(1) Any tax, penalty, or interest imposed under this Chapter which has become final, as provided in this Chapter, shall become a lien when the City perfects a notice and claim of lien setting forth the name of the taxpayer, the amount of the tax, penalty, and interest, the period or periods for which the same is due, and the date of accrual thereof, the amount of the recording costs by the county recorder in any county in which the taxpayer owns real property and the documentation and lien processing fees imposed by the City Council and further, stating that the City claims a lien therefor.

(2) The notice of claim of lien shall be signed by the City Attorney under his official seal or the official seal of the City, and, with respect to real property, shall be recorded in the office of the County Recorder of any county in which the taxpayer owns real property, and, with respect to personal property shall be filed in the office of the Secretary of State. After the notice and claim of lien is recorded or filed, the taxes, penalties, interest and recording costs and lien processing fees referred to above in the amounts specified therein shall be a lien on all real property of the taxpayer located in such county where recorded, and all tangible personal property of the taxpayer within the State, superior to all other liens and assessments recorded or filed subsequent to the recording or filing of the notice and claim of lien.

(3) Every tax and any increases, interest, penalties, and recording costs and lien processing fees referred to above, shall become from the time the same is due and payable a personal debt from the person liable to the City, but shall be payable to and recoverable by the Tax Collector and which may be collected in the manner set forth in subsection (b) below.

(4) Any lien perfected pursuant to this Section shall, upon payment of the taxes, penalties, interest, recording costs and lien processing fees referred to above and lien release fees imposed by the county recorder in any county in which the lien was recorded, thereby, be released by the Tax Collector in the same manner as mortgages and judgments are released. The Tax Collector may, at his sole discretion, release a lien in part, that is, against only specified property, for partial payment of moneys due the City.

(b) *Actions to recover tax.* An action may be brought by the City Attorney or other legal advisor to the City designated by the City Council, at the request of the Tax Collector, in the name of the City, to recover the amount of any taxes, penalties, interest, recording costs, lien processing fees and lien release fees due under this Chapter; provided that:

(1) No action or proceeding may be taken or commenced to collect any taxes levied by this Chapter until the amount thereof has been established by assessment, correction, or reassessment; and

(2) Such collection effort is made or the proceedings begun:

(A) Within six (6) years after the assessment of the tax; or

(B) Prior to the expiration of any period of collection agreed upon in writing by the Tax Collector and the tax-payer before the expiration of such six (6) year period, or any extensions thereof; or

(C) At any time for the collection of tax arising by reason of a tax lien perfected, recorded, or possessed by the City under this Section.

(Res. No. 4491, § 1, 6-14-11)

Sec. 21.1-595. - Collection of taxes when there is succession in and/or cessation of business.

(a) In addition to any remedy provided elsewhere in this City Code that may apply, the Tax Collector may apply the provisions of subsections (b) through (d) below concerning the collection of taxes when there is succession in and/or cessation of business.

(b) The taxes imposed by this Chapter are a lien on the property of any person subject to this Chapter who sells his business or stock of goods, or quits his business, if the person fails to make a final return and payment of the tax within fifteen (15) days after selling or quitting his business.

(c) Any person who purchases, or who acquires by foreclosure, by sale under trust deed or warranty deed in lieu of foreclosure, or by any other method, improved real property or a portion of improved real property for which the Privilege Tax imposed by this Chapter has not been paid shall be responsible for payment of such tax as a speculative builder or owner builder, as provided in Sections 21.1-416 and 21.1-417.

(1) Any person who is a creditor or an affiliate of creditor, who acquires improved real property directly or indirectly from the creditor's debtor by any means set forth in this subsection, shall pay the tax based on the amount received by the creditor or its affiliate in a subsequent sale of such improved real property to a party unrelated to the creditor, regardless of when such subsequent sale takes place. Such tax shall be due in the month by the creditor or its affiliate occurs. Notwithstanding the foregoing, if the real property meets the definition of partially improved residential real property in Section 21.1-416(A)(4) and all of the requirements of Section 21.1-416(B)(4) are met by the parties to the subsequent sale transaction, then the tax shall not apply to the subsequent sale.

(2) In the event a creditor or its affiliate uses the acquired improved real property for any business purpose, other than operating the property in the manner in which it was operated, or was intended to be operated, before the acquisition or in any other manner unrelated to selling the property, the tax shall be due. The gross income upon which the tax shall be determined pursuant to Sections 21.1-416 and 21.1-417 shall be the fair market value of the improved real property as of the date of acquisition. The tax shall be due in the month following the month in which such first business use occurs. When applicable, the credit bid shall be deemed to be the fair market value of the property as of the date of acquisition.

(3) Once the subsequent sale by the creditor or its affiliate has occurred and the creditor or its affiliate has paid the tax due from it pursuant to this subsection, neither the creditor nor its affiliate, nor any future owner, shall be liable for any outstanding tax, penalties or interest that may continue to be due from the debtor based on the transfer from the debtor to the creditor or its affiliate.

(4) If the tax liability imposed by either Section 21.1-416 or Section 21.1-417 on the transfer of the improved real property to the creditor or its affiliate, or any part thereof, is paid to the tax collector by the debtor subsequent to payment of the tax by the creditor or its affiliate, the amount so paid may constitute a credit, as equitably determined by the tax collector in good faith, against the tax imposed on the creditor or its affiliate by either paragraph (1) or paragraph (2) of this subsection.

(5) Notwithstanding anything in this chapter to the contrary, if a creditor or its affiliate is subject to tax as described in paragraph (1) or paragraph (2) of this subsection and such creditor or affiliate has not previously been required to be licensed, such creditor or affiliate shall become licensed no later than the date on which the tax is due.

(d) A person's successors or assignees shall withhold from the purchase money an amount sufficient to cover the taxes required to be paid, and interest or penalties due and payable, until the former owner produces a receipt from the Tax Collector showing that all City tax has been paid or a certificate stating that no amount is due as then shown by the records of the Tax Collector. The Tax Collector shall respond to a request from the seller for a certificate within fifteen (15) days by either providing the certificate or a written notice stating why the certificate cannot be issued.

(1) If a subsequent audit shows a deficiency arising before the sale of the business, the deficiency is an obligation of the seller and does not constitute a liability against a buyer who has received a certificate from the Tax Collector.

(2) If the purchaser of a business or stock of goods fails to obtain a certificate as provided by this Section, he is personally liable for payment of the amount of taxes required to be paid by the former owner on account of the business so purchased, with interest and penalties accrued by the former owner or assignees.

(Res. No. 4491, § 1, 6-14-11)

Sec. 21.1-596. - Agreement for installment payments of tax.

(a) The City may enter into an agreement with a taxpayer to allow the taxpayer to satisfy a liability for any tax imposed by this Chapter by means of installment payments. The Tax Collector may require a taxpayer who requests an installment payment agreement to complete a financial report in such form and manner as the Tax Collector may prescribe.

(b) The Tax Collector, without notice, may alter, modify or terminate an installment payment agreement if the taxpayer:

(1) Fails to pay an installment at the time the installment payment is due under the agreement.

(2) Fails to pay any other tax liability at the time the liability is due.

(3) Fails to file any tax report or return at the time the report or return is due.

(4) Fails to furnish any information requested by the Tax Collector within thirty (30) days after receiving a written request for such information.

(5) Fails to notify the Tax Collector of a material improvement in the taxpayer's financial condition above the income previously reported in the most recent income statement within thirty (30) days after the material improvement.

(6) Provides inaccurate, false or incomplete information to the Tax Collector.

(c) Notwithstanding any installment payment agreement, the Tax Collector may offset any tax refunds against the liabilities provided for in the installment payment agreement, may file and perfect any tax liens and, in the event the taxpayer breaches any term or provision of the installment payment agreement, may engage in collection activities.

(d) The Tax Collector, without notice, may terminate an installment payment agreement if the Tax Collector believes that the collection of tax to which the payment agreement pertains is in jeopardy.

(e) If the Tax Collector determines that the financial condition of a taxpayer has improved, the Tax Collector may alter, modify or terminate the agreement by providing notice to the taxpayer at least thirty days before the effective date of the action. The notice shall include the reasons why the Tax Collector believes the alteration, modification or termination is appropriate.

(f) An installment payment agreement shall remain in effect for the term of the agreement except as otherwise provided in this Section.

(g) A taxpayer who is aggrieved by a decision of the Tax Collector to refuse to enter into an installment payment agreement or to alter, modify or terminate an agreement entered into pursuant to this Section may petition the Taxpayer Problem Resolution Officer to review that determination. The Taxpayer Problem Resolution Officer may stay such alteration, modification or termination pending its review and may modify or nullify the determination.

(h) The City and the taxpayer may modify any installment payment agreement at any time by entering into a new or modified agreement.

(Res. No. 4491, § 1, 6-14-11)

Sec. 21.1-597. - Private taxpayer rulings; request; revocation or modification; definition.

(a) The Tax Collector shall issue private taxpayer rulings to taxpayers and potential taxpayers on request. Each request shall be in writing and shall:

(1) State the name, address and, if applicable, taxpayer identifying number of the taxpayer or potential taxpayer who requests the ruling.

(2) Describe all facts that are relevant to the requested ruling.

(3) State whether, to the best knowledge of the taxpayer or potential taxpayer, the issue or related issues are being considered by the Tax Collector or any other taxing jurisdiction in connection with an active audit, protest or appeal that involves the taxpayer or potential taxpayer and

whether the same request has been or is being submitted to another taxing jurisdiction for a ruling.

(4) Be signed by the taxpayer or potential taxpayer who makes the request or by an authorized representative of the taxpayer or potential taxpayer.

(b) A private taxpayer ruling may be revoked or modified by either:

(1) A change or clarification in the law that was applicable at the time the ruling was issued, including changes or clarifications caused by regulations and court decisions.

(2) Actual written notice by the Tax Collector to the last known address of the taxpayer or potential taxpayer of the revocation or modification of the private taxpayer ruling.

(c) With respect to the taxpayer or prospective taxpayer to whom a private taxpayer ruling is issued, the revocation or modification of a private taxpayer ruling shall not be applied retroactively to tax periods or tax years before the effective date of the revocation or modification and the Tax Collector shall not assess any penalty or tax attributable to erroneous advice that is furnished to the taxpayer or potential taxpayer in the private taxpayer ruling if:

(1) The taxpayer reasonably relied on the private taxpayer ruling.

(2) The penalty or tax did not result either from a failure by the taxpayer to provide adequate or accurate information or from a change in the information.

(d) A private taxpayer ruling may not be relied upon, cited nor introduced into evidence in any proceeding by any taxpayer other than the taxpayer who received the ruling.

(e) A taxpayer may appeal the propriety of a retroactive application of a revoked or modified private taxpayer ruling by filing a written petition with the Tax Collector pursuant to Section 21.1-570 within forty-five (45) days after receiving written notice of the intent to retroactively apply a revoked or modified private taxpayer ruling.

(f) A private taxpayer ruling constitutes the Tax Collector's interpretation of the Sections of this Chapter only as they apply to the taxpayer making, and the particular facts contained in, the request.

(g) A private taxpayer ruling which addresses a taxpayer's ongoing business activities will apply only to transactions that occur or tax liabilities that accrue from and after the date of the taxpayer's ruling request.

(h) The Tax Collector shall attempt to issue private taxpayer rulings within forty-five (45) days after receiving the written request and on receiving the facts that are relevant to the ruling. If the ruling is expected to be delayed beyond the forty-five (45) days, the Tax Collector shall notify the requestor of the delay and the proposed date of issuance.

(i) Within thirty (30) days after being issued, the Tax Collector shall maintain the private taxpayer ruling as a public record and make it available at a reasonable cost for public inspection and copying. The text of private taxpayer rulings are open to public inspection subject to the confidentiality requirements prescribed by Section 21.1-510.

(j) In this Section, "private taxpayer ruling" means a written determination by the Tax Collector issued pursuant to this Section that interprets and applies one or more Sections contained in this Chapter and any applicable regulations.

(k) A private taxpayer ruling issued by the Arizona Department of Revenue pursuant to A.R.S. § 42-2101 may be relied upon by the taxpayer to whom the ruling was issued and must be recognized and followed by any City in which such taxpayer has obtained a privilege license if the City has not issued a ruling addressing the facts described in the taxpayer's ruling request and the statute at issue in the taxpayer's ruling request is, in essence, worded and written the same as the applicable Section hereunder.

(Res. No. 4491, § 1, 6-14-11)

ARTICLE VI. - USE TAX

Sec. 21.1-600. - Use tax: Definitions.

For the purposes of this Article only, the following definitions shall apply, in addition to the definitions provided in Article I:

"Acquire (for Storage or Use)" means purchase, rent, lease, or license for storage or use.

"Retailer" also means any person selling, renting, licensing for use, or leasing tangible personal property under circumstances which would render such transactions subject to the taxes imposed in Article IV, if such transactions had occurred within this City.

"Storage (within the City)" means the keeping or retaining of tangible personal property at a place within the City for any purpose, except for those items acquired specifically and solely for the purpose of sale, rental, lease, or license for use in the regular course of business or for the purpose of subsequent use solely outside the City.

"Use (of Tangible Personal Property)" means consumption or exercise of any other right or power over tangible personal property incident to the ownership thereof except the holding for the sale, rental, lease, or license for use of such property in the regular course of business.

(Res. No. 4491, § 1, 6-14-11)

Sec. 21.1-601. - (Reserved).

(Res. No. 4491, § 1, 6-14-11)

Sec. 21.1-602. - (Reserved).

(Res. No. 4491, § 1, 6-14-11)

Sec. 21.1-610. - Use tax: Imposition of tax; presumption.

(a) There is hereby levied and imposed, subject to all other provisions of this Chapter, an excise tax on the storage or use in the City of tangible personal property, for the purpose of raising revenue to be used in defraying the necessary expenses of the City, such taxes to be collected by the Tax Collector.

(b) The tax rate shall be at an amount equal to two and nine-tenths percent (2.9%) of the:

(1) Cost of tangible personal property, except jet fuel, acquired from a retailer, upon every person storing or using such property in this City.

(2) Gross income from the business activity upon every person meeting the requirements of subsection 21.1-620(b) or (c) who is engaged or continuing in the business activity of sales, rentals, leases, or licenses of tangible personal property to persons within the City for storage or use within the City, to the extent that tax has been collected upon such transaction.

(3) Cost of the tangible personal property provided under the conditions of a warranty, maintenance, or service contract.

(4) Cost of complimentary items provided to patrons without itemized charge by a restaurant, hotel, or other business.

(5) Cost of food consumed by the owner or by employees or agents of the owner of a restaurant or bar subject to the provisions of Section 21.1-455 of this Chapter.

(c) It shall be presumed that all tangible personal property acquired by any person who at the time of such acquisition resides in the City is acquired for storage or use in this City, until the contrary is established by the taxpayer.

(d) *Exclusions.* For the purposes of this Article, the acquisition of the following shall not be deemed to be the purchase, rental, lease, or license of tangible personal property for storage or use within the City:

(1) Stocks, bonds, options, or other similar materials.

(2) Lottery tickets or shares sold pursuant to Article I, Chapter 5, Title 5, Arizona Revised Statutes.

(3) Platinum, bullion, or monetized bullion, except minted or manufactured coins transferred or acquired primarily for their numismatic value as prescribed by Regulation.

(e) Notwithstanding the provisions of subsection (a) above, when the amount subject to the tax for any single item of tangible personal property exceeds Five Thousand Dollars ($5,000), the two and two-tenths percent (2.2%) tax rate shall apply to the first $5,000. Above $5,000, the measure of tax shall be at a rate of two and two-tenths percent (2.2%).

(f) *Additional imposition.* The tax rate shall be at an amount equal to $.028 per gallon of jet fuel upon every person storing or using such property in this City.

(Res. No. 4491, § 1, 6-14-11; Ord. No. 2807, § 1, 6-12-12; Ord. No. 2809, § 2, 6-26-12)

Sec. 21.1-620. - Use tax: Liability for tax.

The following persons shall be deemed liable for the tax imposed by this Article; and such liability shall not be extinguished until the tax has been paid to this City, except that a receipt from a retailer separately charging the tax imposed by this Chapter is sufficient to relieve the person acquiring such property from further liability for the tax to which the receipt refers:

(a) Any person who acquires tangible personal property from a retailer, whether or not such retailer is located in this City, when such person stores or uses said property within the City.

(b) Any retailer not located within the City, selling, renting, leasing, or licensing tangible personal property for storage or use of such property within the City, may obtain a License from the Tax Collector and collect the Use Tax on such transactions. Such retailer shall be liable for the Use Tax to the extent such Use Tax is collected from his customers.

(c) Every agent within the City of any retailer not maintaining an office or place of business in this City, when such person sells, rents, leases, or licenses tangible personal property for storage or use in this City shall, at the time of such transaction, collect and be liable for the tax imposed by this Article upon the storage or use of the property so transferred, unless such retailer or agent is liable for an equivalent excise tax upon the transaction.

(d) Any person who acquires tangible personal property from a retailer located in the City and such person claims to be exempt from the City Privilege or Use tax at the time of the transaction, and upon which no City Privilege Tax was charged or paid, when such claim is not sustainable.

(e) Every person storing or using tangible personal property under the conditions of a warranty, maintenance, or service contract.

(Res. No. 4491, § 1, 6-14-11)

Sec. 21.1-630. - Use tax: Recordkeeping requirements.

All deductions, exclusions, exemptions, and credits provided in this Article are conditional upon adequate proof of documentation as required by Article III or elsewhere in this Chapter.

(Res. No. 4491, § 1, 6-14-11)

Sec. 21.1-640. - Use tax: Credit for equivalent excise taxes paid another jurisdiction.

In the event that an equivalent excise tax has been levied and paid upon tangible personal property which is acquired to be stored or used within this City, full credit for any and all such taxes so paid shall be allowed by the Tax Collector but only to the extent Use Tax is imposed upon that transaction by this Article.

(Res. No. 4491, § 1, 6-14-11)

Sec. 21.1-650. - Use tax: Exclusion when acquisition subject to use tax is taxed or taxable elsewhere in this chapter; limitation.

The tax levied by this Article does not apply to the storage or use in this City of tangible personal property acquired in this City, the gross income from the sale, rental, lease, or license of which were included in the measure of the tax imposed by Article IV of this Chapter; provided, however, that any

person who has acquired tangible personal property from a vendor in this City without paying the City Privilege Tax because of a representation to the vendor that the property was not subject to such tax, when such claim is not sustainable, may not claim the exclusion from such Use Tax provided by this Section.

(Res. No. 4491, § 1, 6-14-11)

Sec. 21.1-660. - Use tax: Exemptions.

The storage or use in this City of the following tangible personal property is exempt from the Use Tax imposed by this Article:

(a) Tangible personal property brought into the City by an individual who was not a resident of the City at the time the property was acquired for his own use, if the first actual use of such property was outside the City, unless such property is used in conducting a business in this City.

(b) Tangible personal property, the value of which does not exceed the amount of one thousand dollars ($1,000.00) per item, acquired by an individual outside the limits of the City for his personal use and enjoyment.

(c) Charges for delivery, installation, or other customer services, as prescribed by Regulation.

(d) Charges for repair services, as prescribed by Regulation.

(e) Separately itemized charges for warranty, maintenance, and service contracts.

(f) Prosthetics.

(g) Income-producing capital equipment.

(h) Rental equipment and rental supplies.

(i) Mining and metallurgical supplies.

(j) Motor vehicle fuel and use fuel which are used upon the highways of this State and upon which a tax has been imposed under the provisions of Article I or II, Chapter 16, Title 28, Arizona Revised Statutes.

(k) Tangible personal property purchased by a construction contractor, but not an owner-builder, when such person holds a valid Privilege License for engaging or continuing in the business of construction contracting, and where the property acquired is incorporated into any structure or improvement to real property in fulfillment of a construction contract.

(l) Sales of motor vehicles to nonresidents of this State for use outside this State if the vendor ships or delivers the motor vehicle to a destination outside this State.

(m) Tangible personal property which directly enters into and becomes an ingredient or component part of a product sold in the regular course of the business of job printing, manufacturing, or publication of newspapers, magazines or other periodicals. Tangible personal property which is consumed or used up in a manufacturing, job printing, publishing, or production process is not an ingredient nor component part of a product.

(n) Rental, leasing, or licensing for use of film, tape, or slides by a theater or other person taxed under Section 21.1-410, or by a radio station, television station, or subscription television system.

(o) Food served to patrons for a consideration by any person engaged in a business properly licensed and taxed under Section 21.1-455, but not food consumed by owners, agents, or employees of such business.

(p) Tangible personal property acquired by a qualifying hospital, qualifying community health center or a qualifying health care organization, except when the property is in fact used in activities resulting in gross income from unrelated business income as that term is defined in 26 U.S.C. Section 512.

(q) ~~Food purchased with food stamps provided through the food stamp program established by the Food Stamp Act of 1977 (P.L. 95-113; 91 Stat. 958.7 U.S.C. Section 2011 et seq.) or purchased with~~

~~food instruments issued under Section 17 of the Child Nutrition Act (P.L. 95-627; 92 Stat. 3603; and P.L. 99-669; Section 4302; 42 United States Code Section 1786).~~(Reserved).

(r) (Reserved).

(1) (Reserved).

(2) (Reserved).

(3) (Reserved).

(4) (Reserved).

(s) Groundwater measuring devices required by A.R.S. § 45-604.

(t) (Reserved).

(u) Aircraft acquired for use outside the State, as prescribed by Regulation.

(v) Sales of food products by producers as provided for by A.R.S. §§ 3-561, 3-562 and 3-563.

(w) (Reserved).

(x) ~~(Reserved).~~ Food and drink provided by a person who is engaged in business that is classified under the restaurant classification without monetary change to its employees for their own consumption on the premises during such employees' hours of employment.

(y) (Reserved).

(z) Tangible personal property used or stored by this City.

(aa) Tangible personal property used in remediation contracting as defined in Section 21.1-100 and Regulation 21.1-100.5.

(bb) Materials that are purchased by or for publicly funded libraries including school district libraries, charter school libraries, community college libraries, state university libraries or federal, state, county or municipal libraries for use by the public as follows:

(1) Printed or photographic materials.

(2) Electronic or digital media materials.

(cc) Food, beverages, condiments and accessories used for serving food and beverages by a commercial airline, as defined in A.R.S. § 42-5061(A)(49), that serves the food and beverages to its passengers, without additional charge, for consumption in flight. For the purposes of this subsection, "accessories" means paper plates, plastic eating utensils, napkins, paper cups, drinking straws, paper sacks or other disposable containers, or other items which facilitate the consumption of the food.

(dd) Wireless telecommunication equipment that is held for sale or transfer to a customer as an inducement to enter into or continue a contract for telecommunication services that are taxable under Section 21.1-470.

(ee) (Reserved).

(ff) Alternative fuel as defined in A.R.S. § 1-215, by a used oil fuel burner who has received a Department of Environmental Quality permit to burn used oil or used oil fuel under A.R.S. § 49-426 or Section 49-480.

(gg) Food, beverages, condiments and accessories purchased by or for a public educational entity, pursuant to any of the provisions of Title 15, Arizona Revised Statutes, including a regularly organized private or parochial school that offers an educational program for grade twelve or under which may be attended in substitution for a public school Pursuant to A.R.S. 15-802; to the extent such items are to be prepared or served to individuals for consumption on the premises of a public educational entity during school hours. For the purposes of this subsection, "accessories" means

paper plates, plastic eating utensils, napkins, paper cups, drinking straws, paper sacks or other disposable containers, or other items which facilitate the consumption of the food.

(hh) Personal hygiene items purchased by a person engaged in the business of and subject to tax under Section 21.1-444 of this code if the tangible personal property is furnished without additional charge to and intended to be consumed by the person during his occupancy.

(ii) The diversion of gas from a pipeline by a person engaged in the business of operating a natural or artificial gas pipeline, for the sole purpose of fueling compressor equipment to pressurize the pipeline, is not a sale of the gas to the operator of the pipeline.

(jj) Food, beverages, condiments and accessories purchased by or for a nonprofit charitable organization that has qualified as an exempt organization under 26 U.S.C. Section 501(c)(3) and regularly serves meals to the needy and indigent on a continuing basis at no cost. For the purposes of this subsection, "accessories" means paper plates, plastic eating utensils, napkins, paper cups, drinking straws, paper sacks or other disposable containers, or other items which facilitate the consumption of the food.

(kk) Sales of motor vehicles that use alternative fuel if such vehicle was manufactured as a diesel fuel vehicle and converted to operate on alternative fuel and sales of equipment that is installed in a conventional diesel fuel motor vehicle to convert the vehicle to operate on an alternative fuel, as defined in A.R.S. § 1-215.

(ll) The storage, use or consumption of tangible personal property in the city or town by a school district or charter school.

(mm) Renewable energy credits or any other unit created to track energy derived from renewable energy resources. For the purposes of this paragraph, “renewable energy credit” means a unit created administratively by the Corporation Commission or governing body of a public power utility to track kilowatt hours of electricity derived from a renewaale energy resource or the kilowatt hour equivalent of conventional energy resources displaced by distributed renewable energy resources.

(nn) Magazines or other periodicals or other publications by this state to encourage tourist travel.

(oo) Paper machine clothing, such as forming fabrics and dryer felts, sold to a paper manufacturer and directly used or consumed in paper manufacturing.

(pp) Overhead materials or other tangible personal property that is used in performing a contract between the United Stated government and a manufacturer, modifier, assembler or repairer, including property used in performing a subcontract with a government contractor who is a manufacturer, modifier, assembler or repairer, to which title passes to the government under the terms of the contract or subcontract.

(qq) Coal, petroleum, coke, natural gas, virgin fuel oil and electricity sold to a qualified environmental technology manufacturer, producer or processor as defined in A.R.S. Section 41-1514.02 and directly used or consumed in the generation or provision of on-site power or energy solely for environmental technology manufacturing, producing or processing or environmental protection. This paragraph shall apply for twenty full consecutive calendar or fiscal years from the date the first paper manufacturing machine is placed in service. In the case of an environmental technology manufacturer, producer or processor who does not manufacture paper, the time period shall begin with the date the first manufacturing, processing or production equipment is placed in service.

(rr) Machinery, equipment, materials and other tangible personal property used directly and predominantly to construct a qualified environmental technology manufacturing, producing or processing facility as described in A. R. S. Section 41-1514.02. This subsection applies for ten full consecutive calendar or fiscal years after the start of initial construction.

(Res. No. 4491, § 1, 6-14-11)

[ARTICLE VII.] - REGULATIONS—PRIVILEGE AND EXCISE TAXES

Reg. 21.1-100.1. - Brokers.

(a) For the purposes of proper administration of this Chapter and to prevent evasion of taxes imposed, brokers shall be wherever necessary treated as taxpayers for all purposes, and shall file a return and remit the tax imposed on the activity on behalf of the principal. No deduction shall be allowed for any commissions or fees retained by such broker, except as provided in Section 21.1-405, relating to advertising commissions.

(b) *Brokers for vendors.* A broker acting for a seller, lessor, or other similar person deriving gross income in a category upon which this Chapter imposes a tax shall be liable for such tax, even if his principal would not be subject to the tax if he conducted such activity in his own behalf, by reason of the activity being deemed a "casual" one. For example:

(1) An auctioneer or other sales agent of tangible personal property is subject to the tax imposed upon retail sales, even if such sales would be deemed "casual" if his principal had sold such items himself.

(2) A property manager is subject to the tax imposed upon rental, leasing, or licensing of real property, even if such rental, leasing, or licensing would be deemed "casual" if his principal managed such real property himself.

(c) *Brokers for vendees.* A broker acting solely for a buyer, lessee, tenant, or other similar person who is a party to a transaction which may be subject to the tax, shall be liable for such tax and for filing a return in connection with such tax only to the extent his principal is subject to the tax.

(d) The liability of a broker does not relieve the principal of liability except upon presentation to the Tax Collector of proof of payment of the tax, and only to the extent of the correct payment. The broker shall be relieved of the responsibility to file and pay taxes upon the filing and correct payment of such taxes by the principal.

(e) (Reserved).

(f) *Location of Business.* Retail sales by brokers acting for another person shall be deemed to have occurred at the regular business location of the broker, in a manner similar to that used to determine "out-of-city sales"; provided, however, that an auctioneer is deemed to be engaged in business at the site of each auction.

(Res. No. 4491, § 1, 6-14-11)

Reg. 21.1-100.2. - Delivery, installation, or other direct customer services.

(a) *"Delivery Charges"* exist only when the total charges to the ultimate customer or consumer include, as separately charged to the ultimate customer, charges for delivery to the ultimate consumer, whether the place of delivery is within or without the City, and when the taxpayer's books and records show the separate delivery charges.

(1) Identification to the customer or consumer that the listed price has "delivery included" or other similar expression is insufficient to show the delivery as a separate charge. Only the separately stated charge for the delivery shall be deemed a "delivery charge".

(2) *Freight in.* Charges for delivery from place of production or the manufacturer to the vendor either directly or through a chain of wholesalers or jobbers or other middlemen are deemed "freight-in" and are not considered delivery.

(b) *"Installation",* as used in this definition, relates only to tangible personal property. Installation to real property is deemed construction contracting in this Chapter. Examples of installation relating to tangible personal property are: installing a radio in an automobile; applying sun screens on the windows of a boat; installing cabinets, carpeting, or "built-in appliances" to a camper or motorized recreational vehicle.

(c) Repair of tangible personal property is not included in this definition. See Regulation 21.1-465.1.

(d) *"Direct Customer Services*" means services other than repair rendered directly to the customer. Services or labor provided by any person prior to the transfer of tangible personal property to the

customer or consumer are not included in this definition. In the following examples, the requirements of subsection (e) below are referred to by the words "identify" or "identification."

(1) A retailer sells a customer a one hundred dollars ($100.00) "plug-in" appliance, with a twenty-five dollars ($25.00) delivery and installation charge. If the retailer identifies the twenty-five dollars ($25.00) delivery and installation charge, it is a charge for direct customer services.

(2) A caterer charges his customer one thousand dollars ($1,000.00) for the food and drink served, three hundred dollars ($300.00) for setup and site cleanup, and five hundred ($500.00) for bartender and waiters. If all charges are properly identified, only the three hundred dollars ($300.00) for set up and cleanup is a charge for direct customer services, and the one thousand five hundred dollars ($1,500.00) for food and service is restauranting gross income.

(3) Persons engaged in engraving on wood, metal, stone, etc. or persons engaged in retouching photographs or paintings may consider such charges for labor as direct customer services.

(4) All charges by a photographer resulting in the sale of a photograph (sitting charges, developing, making enlargements, retouching, etc.) for services that occur prior to transfer of tangible personal property are not direct customer services.

(5) An equipment rental company charging twenty-five dollars ($25.00) for delivery may consider such delivery charge as a charge for direct customer service only if such charge is properly identified.

(6) Even if identified, charges for labor incurred in the production of any manufactured article or of a custom-made article (jewelry, artwork, tailoring, draperies, etc.) are not included in this definition, as such labor occurs prior to the transfer of property.

(e) *Recordkeeping requirements.*

(1) Any person who engages in transactions involving these services must:

(A) Separately bill, invoice, or charge the customer for such services in a manner by which the customer or consumer may readily identify the specific dollar amount of the service charge; and

(B) Maintain business books and records in a manner in which the separate charge for such services can be clearly identified, to the satisfaction of the Tax Collector.

(2) Rendering a statement to a customer for a transaction involving such services and the transfer of tangible personal property which only indicates the total amount of the charges with words such as "services included" or "charge includes labor and parts" or a similar expression does not satisfy the requirements of this subsection.

(Res. No. 4491, § 1, 6-14-11)

Reg. 21.1-100.3. - Retailers.

When in the opinion of the Tax Collector it is necessary for efficient administration of this Chapter, he may regard any salesman, representative, peddler, canvasser, or agent of any dealer, distributor, supervisor, or employer under whom he operates or from whom he obtains tangible personal property for sale, rental, lease, or license as a retailer for the purposes of this Chapter, irrespective of whether he is making sales, rentals, leases, or licenses on his own behalf or on behalf of others. The Tax Collector may also regard such dealer, distributor, supervisor, or employer as a retailer for the purposes of this Chapter.

(Res. No. 4491, § 1, 6-14-11)

Reg. 21.1-100.4. - Out-of-City/Out-of-State sales: Sales to Native Americans.

Sales to Native Americans or tribal councils by vendors located within the City shall be deemed sales within the City, unless all of the following conditions exist:

(1) The vendor has properly accounted for such sales, in a manner similar to the recordkeeping requirements for out-of-City sales; and,

(2) All of the following elements of the sale exist:

(a) Solicitation and placement of the order occurs on the reservation; and

(b) Delivery is made to the reservation; and

(c) Payment originates from the reservation.

(Res. No. 4491, § 1, 6-14-11)

Reg. 21.1-100.5. - Remediation contracting.

The following activities are considered remediation contracting and are exempt:

(1) Excavation, transportation, treatment, and/or disposal of contaminated soil for purposes of site remediation (rather than characterization);

(2) Installation of groundwater extraction and/or injection wells for purposes of groundwater remediation;

(3) Installation of pumps and piping into groundwater extraction wells for remediation purposes;

(4) Installation of vapor extraction wells for the purpose of soil or groundwater remediation;

(5) Construction of remediation systems, such as groundwater treatment plants, vapor extraction systems, or air injection systems;

(6) Connection of remediation systems to utilities;

(7) Abandonment of groundwater or vapor extraction wells;

(8) Removal/demolition of remediation systems;

(9) Capping/closure construction activities; and

(10) Service or handling charges for subcontracted remediation contracting activities.

(Res. No. 4491, § 1, 6-14-11)

Reg. 21.1-115.1. - Computer hardware, software, and data services.

(a) *Definitions.*

(1) *"Computer Hardware"* (also called "computer equipment" or "peripherals") is the components and accessories which constitute the physical computer assembly, including but not limited to: central processing unit, keyboard, console, monitor, memory unit, disk drive, tape drive or reader, terminal, printer, plotter, modem, document sorter, optical reader and/or digitizer, network.

(2) *"Computer Software"* (also called "computer program") is tangible personal property, and includes:

(A) *"Operating Program (Software)"* (also called "executive program (software)"), which is the programming system or technical language upon which or by means of which the basic operating procedures of the computer are recorded. The operating program serves as an interface with user applied programs and allows the user to access the computer's processing capabilities.

(B) *"Applied Program (Software)",* which is the programming system or technical language (including the tape, disk, cards, or other medium upon which such language or program is recorded) designed either for application in a specialized use, or upon which or by means of which a plan for the solution of a particular problem is based. Typically, applied programs can be transferred from one computer to another via storage media. Examples of applied programs include: payroll processing, general ledger, sales data, spreadsheet, word processing, and data management programs.

(3) *"Storage Medium"* is any hard disk, compact disk, floppy disk, diskette, diskpack, magnetic tape, cards, or other medium used for storage of information in a form readable by a computer, but not including the memory of the computer itself.

(4) A *"Terminal Arrangement"* (also called "'on-line' arrangement") is any agreement allowing access to a remote central processing unit through telecommunications via hardware.

(5) A *"Computer Services Agreement"* (also called "data services agreement") is an agreement allowing access to a computer through a third-party operator.

(b) For the purposes of this Chapter, transfer of title and possession of the following are deemed sales of tangible personal property and any other transfer of title, possession, or right to use for a consideration of the following is deemed rental, leasing, or licensing of tangible personal property:

(1) *Computer hardware or storage media.* Rental, leasing, or licensing for use of computer hardware or storage media includes the lessee's use of such hardware or storage media on the lessor's premises.

(2) *Computer software which is not custom computer programming.* Such prewritten ("canned") programs may be transferred to a customer in the form of punched cards, magnetic tape, or other storage medium, or by listing the program instructions on coding sheets. Transfer is deemed to have occurred whether title to the storage medium upon which the program is recorded, coded, or punched passes to the customer or the program is recorded, coded, or punched on storage medium furnished by the customer. Gross income from the transfer of such prewritten programs includes:

(A) The entire amount charged to the customer for the sale, rental, lease, or license for use of the storage medium or coding sheets on which or into which the prewritten program has been recorded, coded, or punched.

(B) The entire amount charged for the temporary transfer or possession of a prewritten program to be directly used or to be recorded, coded, or punched by the customer on the customer's premises.

(C) License fees, royalty fees, or program design fees; any fee present or future, whether for a period of minimum use or of use for extended periods, relating to the use of a prewritten program.

(D) The entire amount charged for transfer of a prewritten ("canned") program by remote telecommunications from the transferor's place of business to or through the customer's computer.

(E) Any charge for the purchase of a maintenance contract which entitles the customer to receive storage media on which prewritten program improvements or error corrections have been recorded or to receive telephone or on-site consultation services, provided that:

(i) If such maintenance contract is not optional with the customer, then the charges for the maintenance contract, including the consultation services, are deemed gross income from the transfer of the prewritten program.

(ii) If such maintenance contract is optional with the customer but the customer does not have the option to purchase the consultation services separately from the storage media containing the improvements or error corrections, then the charges for the maintenance contract, including the consultation services, are deemed gross income from the transfer of the prewritten program.

(iii) If such maintenance contract is optional with the customer and the customer may purchase the consultation services separately from the storage media containing the improvements or error corrections, then only the charges for such improvements or error corrections are deemed gross income from the transfer of a prewritten program and charges for consultation are deemed to be charges for professional services.

(c) Producing the following by means of computer hardware is deemed to be the activity of job printing for the purposes of this Chapter:

(1) Statistical reports, graphs, diagrams, microfilm, microfiche, photo recordings, or any other information produced or compiled by a computer; except as provided in subsection (e) below.

(2) Additional copies of records, reports, manuals, tabulations, etc. "Additional Copies" are any copies in excess to those produced simultaneously with the production of the original and on the same printer, whether such copies are prepared by running the same program, by using multiple printers, by looping the program, by using different programs to produce the same output, or by other means.

(d) Charges for the use of communications channel in conjunction with a terminal arrangement or data services agreement are deemed gross income from the activity of providing telecommunication services.

(e) The following transactions are deemed direct customer services, provided that charges for such services are separately stated and maintained as provided by Regulation 21.1-100.2(e):

(1) "Custom (Computer) Programming", which is any computer software which is written or prepared for a single customer, including those services represented by separately stated charges for the modification of existing prewritten programs.

(A) Custom computer programming is deemed a professional service regardless of the form in which the programming is transferred.

(B) Custom programming includes such programming performed in connection with the sale, rental, lease, or license for use of computer hardware, provided that the charges for such are separately stated from the charges for the hardware.

(C) Custom computer programming includes a program prepared to the special order of a customer who will use the program to produce copies of the program for sale, rental, lease, or license. The subsequent sale, rental, lease, or license of such a program is deemed the sale, rental, lease, or license of a prewritten program.

(2) Training services related to computer hardware or software, provided further that:

(A) The provider of such training services is deemed the ultimate consumer of all tangible personal property used in training others or provided to such trainees without separately itemized charge for the materials provided.

(B) Training deemed a direct customer service does not include:

(i) Training materials, books, manuals, etc. furnished to customers for a charge separate from the charge for training services.

(ii) Training provided to customers without separate charge as part of the sale, rental, lease, or license of computer hardware or software, or as part of a terminal arrangement or data services agreement.

(3) The use of computer time through the use of a terminal arrangement or a data service agreement, but not charges for computer hardware located at the customer's place of business (for example, the terminal, a printer attached to the terminal, a modem used to communicate with the remote central processing unit over a telephone line).

(4) Compiling and producing, as part of a terminal arrangement or computer services agreement, original copies of statistical reports, graphs, diagrams, microfilm, microfiche, photo recordings, or other information for the same person who supplied the raw data used to create such reports.

(f) The purchase, rental, lease, or license for use of computer hardware, storage media, or computer software which is not deemed custom programming is deemed the use or storage of tangible personal property for the purpose of this Chapter, and the amount which may be subject to Use Tax shall be determined in the same manner as the determination of the gross income from the sale, rental, lease, or license for use of such.

(Res. No. 4491, § 1, 6-14-11)

~~Reg. 21.1-120.1. Food for home consumption: Recordkeeping and reporting requirements.~~

~~(a) *Reporting.* Such persons who sell food for home consumption shall, in conjunction with the return required pursuant to Section 21.1-520, report to the Tax Collector in a manner prescribed by the Tax Collector all sales of food for home consumption taxed at the rate imposed by this Chapter as prescribed in Section 21.1-460.~~

~~(b) *Recordkeeping.*~~

~~(1) Retailers shall maintain accurate, verifiable, and complete records of all purchases and sales of tangible personal property in order to verify taxable sales imposed by this Chapter. A retailer may use any method of reporting that properly reflects all purchases and sales of food for home consumption, as well as all purchases and sales of items subject to taxes imposed by this Chapter, provided that such records are maintained in accordance with Article III, and regulations of the Tax Collector.~~

~~(2) Any person who fails to maintain records as provided herein shall be deemed to have had no sales of food for home consumption, and if upon request by the Tax Collector, a person cannot demonstrate to the Tax Collector that such records and reports do properly reflect all sales of food for home consumption, the Tax Collector may recompute the amount of tax to be paid as provided in Sections 21.1-370 and 21.1-545(b).~~

Reg. 21.1-120.1 – (Reserved).

(Res. No. 4491, § 1, 6-14-11)

Reg. 21.1-200.1. - When deposits are includable in gross income.

(a) Refundable deposits shall be includable as gross income of the taxpayer for the month in which the deposits are forfeited by the lessee.

(b) Nonrefundable deposits for cleaning, keys, pet fees, maintenance, or for any other purpose are deemed gross income upon receipt.

(Res. No. 4491, § 1, 6-14-11)

Reg. 21.1-250.1. - Excess tax collected.

If a taxpayer collects taxes in excess of the combined tax rate from any customer in any transaction, all such excess tax shall be paid to the taxing jurisdictions in proportion to their effective rates. The right of the taxpayer to charge his customer for his own liability for tax does not allow the taxpayer to enrich himself at the cost of his customers. Tax paid on an activity that is not subject to tax or that qualifies for an exemption, deduction, exclusion or credit is not excess tax collected.

(Res. No. 4491, § 1, 6-14-11)

Reg. 21.1-270.1. - Proprietary activities of municipalities are not considered activities of a governmental entity.

The following activities, when performed by a municipality, are considered to be activities of a person engaged in business for the purposes of this Chapter, and not excludable by reason of Section 21.1-270:

(a) rental, leasing, or licensing for use of real property to other than another department or agency of the municipality.

(b) producing, providing, or furnishing electricity, electric lights, current, power, gas (natural or artificial), or water to consumers or ratepayers.

(c) sale of tangible personal property to the public, when similar tangible personal property is available for sale by other persons, as, for example, at police or surplus auctions.

(d) (Reserved).

(Res. No. 4491, § 1, 6-14-11)

Reg. 21.1-270.2. - Proprietary clubs.

(a) *Equity requirements.* In order to qualify for exclusion under Section 21.1-270, a proprietary club must actually be owned by the members. For the purposes of qualification, a club will be deemed to

be member-owned if at least eighty-five percent (85%) of the equity of the total amount of club-owned property is owned by bona fide individual members whose membership is represented in the form of shares, certificates, bonds, or other indicia of capital interest. A corporation may be considered an individual owner provided that it owns a membership solely for the benefit of one or more of its employees and it is not engaged in any business activity connected with the operation of the club.

(b) *Gross revenue requirements.* In computing gross revenue for the computation of this fifteen percent (15%) rule of subsection 21.1-270(c)(1).

(1) The following shall be excluded:

(A) Membership dues.

(B) Membership fees which relate to the general admission to the club on a periodic (or perpetual) basis.

(C) Assessments.

(D) Special fund raising events, raffles, etc.

(E) Donations, gifts, or bequests.

(F) Gate receipts, admissions, and program advertising for not more than one tournament in any calendar year.

(2) The following must be included:

(A) Green fees, court use fees, and similar charges for the actual use of a facility or part thereof.

(B) Pro shop sales if the shop is owned by the club.

(C) Golf cart rental if the carts are owned by the club.

(D) Rentals, percentages, or commissions received for permitting the use of the premises or any portion thereof by a caterer, concessionaire, professional, or any other person for sales, rental, leasing, licensing, catering, food or beverage service, or instruction.

(E) All receipts from food or beverage sales, room use or rental charge, corkage and catering charges, and similar receipts.

(F) Locker and locker room fees and attendants charges if paid to the club.

(G) Tournament entry fees other than entry fees for the one annual tournament exempt under subsection (b)(1)(F) above.

(Res. No. 4491, § 1, 6-14-11)

Reg. 21.1-300.1 - (Reserved).

(Ord. No. 2925, § 2, 12-18-14)

Reg. 21.1-300.2 - (Reserved).

(Ord. No. 2925, § 2, 12-18-14)

Reg. 21.1-310.1 - (Reserved).

(Ord. No. 2925, § 2, 12-18-14)

Reg. 21.1-310.2. - (Reserved).

(Res. No. 4491, § 1, 6-14-11)

Reg. 21.1-310.3. - (Reserved).

(Res. No. 4491, § 1, 6-14-11)

Reg. 21.1-350.1 - (Reserved).

(Ord. No. 2925, § 2, 12-18-14)

Reg. 21.1-350.2 - (Reserved).

(Ord. No. 2925, § 2, 12-18-14)

Reg. 21.1-350.3 - (Reserved).

(Ord. No. 2925, § 2, 12-18-14)

Reg. 21.1-360.1 - (Reserved).

(Ord. No. 2925, § 2, 12-18-14)

Reg. 21.1-360.2 - (Reserved).

(Ord. No. 2925, § 2, 12-18-14)

(Res. No. 4491, § 1, 6-14-11)

Reg. 21.1-405.1. - Local advertising examples.

For the purposes of illustration only, and not by way of limitation, the following are provided as examples of local advertising subject to the tax:

(1) Retail sales and rental establishments doing business within the State when only one commonly designated business entity is identified by name in the advertisement.

(2) Financial institutions doing business within the State whether part of a national chain or local business only.

(3) Sales of real estate located within the State.

(4) Health care facilities located within the State.

(5) Hotels, motels, and apartments, whether a national chain or local so long as the advertisement identifies any location within the State.

(6) Brokers doing business within the State whether stockbrokers, real estate brokers, insurance brokers, etc.

(7) Nonprofit organizations, which even though tax exempt, have an office, whether national, local, or branch, within the State.

(8) Political activity, except United States Presidential and Vice Presidential candidates.

(9) Restaurants or food service establishments which have one or more branches, outlets, or franchises within the State even through the local franchisee or licensee may not be responsible for the placement of the advertisement.

(10) Services provided by individuals or entities within the State such as doctors, lawyers, architects, hairdressers, auto repair shops, counseling services, utilities, contractors, auction houses, etc.

(11) Coupons redeemable only at a single commonly designated business entity within the State.

(12) Theater, sports, and other entertainment events held at locations within the State.

(Res. No. 4491, § 1, 6-14-11)

Reg. 21.1-405.2. - Advertising activity within the city.

(a) *In General.* Except as provided elsewhere in this Regulation, a person engaged in advertising activity shall be considered to be doing business entirely within the City if all or a major portion of the

dissemination facilities such as broadcasting studios, printing plants, or distribution centers are located within the City limits. Remote studios patched to an in-City studio and subject to engineering modulation or control at the in-City studio are considered studios doing business in the City.

(b) Billboards and other outdoor advertising companies shall be considered to be doing business within the City to the extent they have billboards or similar displays within the City.

(c) Publishers and distributors of newspaper and other periodicals shall be subject to the tax upon advertising imposed by Section 21.1-405 and such tax shall be allocated in the manner prescribed by subsection (e) of Section 21.1-435.

(Res. No. 4491, § 1, 6-14-11)

Reg. 21.1-407.1. - (Reserved).
(Res. No. 4491, § 1, 6-14-11)

Reg. 21.1-415.1. - Distinction between the categories of construction contracting.

For the purposes of this Chapter, transactions involving improvements to, or sales of, real property are designated into one of the following categories, and these categorizations shall apply, whether or not a person designates himself as a contractor, construction manager, developer, or otherwise:

(a) A person performing improvements to real property is one of the following:

(1) An *"Owner-Builder"* when the work is performed by the owner or lessor or lessee-in-possession. An "owner-builder" may also be a "speculative builder".

(2) A *"Construction Contractor"* when performing work for the owner or lessor or lessee-in-possession of the real property, unless that person has provided a written declaration stating that:

(A) The owner-builder is improving the property for sale; and

(B) The owner-builder is liable for the tax for such construction contracting activity; and

(C) The owner-builder has provided the contractor his City Privilege License number.

(3) A *"Subcontractor"* as provided in Section 21.1-415 (c).

(b) An owner or lessor ("owner-builder") of improved real property is one of the following:

(1) A *"Speculative Builder"* as provided in Section 21.1-100; or

(2) An *"owner-builder who is not a speculative builder"* in all other cases.

(c) The terms "owner", "lessor", and "lessee-in-possession" shall be deemed to include any authorized agent for such person.

(Res. No. 4491, § 1, 6-14-11)

Reg. 21.1-415.2. - Distinction between construction contracting and certain related activities.

(a) Certain rentals, leases, and licenses for use in connection with construction contracting. Rental, leasing, or licensing of earthmoving equipment with an operator shall be deemed construction contracting activity. Rental, leasing, or licensing of any other tangible personal property (with or without an operator) or of earthmoving equipment without an operator shall be deemed rental, leasing, or licensing of tangible personal property. For example:

(1) Rental of a backhoe, bulldozer, or similar earthmoving equipment with operator is construction contracting. Rental of these items without an operator is rental of tangible personal property.

(2) Rental of scaffolding, temporary fences, or barricades is rental of tangible personal property.

(3) Rental of pumps or cranes is rental of tangible personal property, whether or not an operator is provided with the equipment rented.

(b) Distinction between construction contracting, retail, and certain direct customer service activities.

(1) When an item is attached or installed on real property, it is a construction contracting activity and any subsequent repair, removal, or replacement of that item is construction contracting.

(2) Items attached or installed on tangible personal property are retail sales.

(3) Transactions where no tangible personal property is attached or installed are considered direct customer service activities (for example: carpet cleaning, lawn mowing, landscaping maintenance).

(4) Demolition, earth moving, and wrecking activities are considered construction contracting.

(c) Sale of consumable goods incorporated into or applied to real property is considered a retail sale and not construction contracting. Examples of consumable goods are lubricants, faucet washers, and air conditioning coolant, but not paint.

(d) Installation or removal of tangible personal property which has independent functional utility is considered a retail activity.

(1) "Tangible personal property which has independent functional utility" must be able to substantially perform its function(s) without attachment to real property. "Attachment to real property" must include more than connection to water, power, gas, communication, or other service.

(2) Examples of tangible personal property which has independent functional utility include artwork, furnishings, "plug-in" kitchen equipment, or similar items installed by bolts or similar fastenings.

(3) Examples of tangible personal property which does not have independent functional utility include wall-to-wall carpeting, flooring, wallpaper, kitchen cabinets, or "built-in" dishwashers or ranges.

(4) The installation of window coverings (drapes, mini-blinds, etc.) is always a retail activity.

(Res. No. 4491, § 1, 6-14-11)

Reg. 21.1-415.3. - Construction contracting; tax rate effective date.

A. In the event of a tax rate change, the rate imposed on gross income from construction contracting shall be computed based upon the rate in effect when the contract was executed, subject to the "enactment date" as defined in this section. Gross income from a contract executed prior to the enactment date shall not be subject to the tax rate change, provided the contract contains no provision that entitles the construction contractor to recover the amount of the tax.

B. In the event of a rate increase, in order to qualify for the lower rate, the construction contractor shall, upon request, provide sufficient documentation, in a manner and form prescribed by the tax collector, to verify that a contract was entered into before the enactment date.

C. For purposes of this section, "enactment date" shall be:

(1) In the event an election is held, the date of election.

(2) In the event no election is held, the date of final adoption by the mayor and council.

(3) Notwithstanding the above, nothing in this section shall be construed to prevent the city from establishing a later enactment date.

(Res. No. 4491, § 1, 6-14-11)

Reg. 21.1-416.1. - Speculative builders: Homeowner's bona fide non-business sale of a family residence.

(a) A sale of a custom home, regardless of the stage of completion of such home shall be considered a "homeowner's bona fide non-business sale" and not subject to the tax on speculative builders if:

(1) The property was actually used as the principal place of family residence or vacation residence by the immediate family of the seller for the six (6) months next prior to the offer for sale; and

(2) The seller has not sold more than two (2) such residences (or, if the residence is a vacation residence, two (2) such vacation residences) within the thirty-six (36) months immediately prior to the offer for sale; and

(3) The seller has not licensed, leased, or rented the sold premises for any period within twenty-four (24) months prior to the offer for sale.

(b) In the event that a homeowner of a family residence contracts with a licensed construction contractor for improvements to a residence, the construction contracting on a family residence shall be presumed to be for an owner's bona fide non-business purpose and all construction contractors shall be required to report and pay the tax imposed on all such improvements.

(c) Purchases by a homeowner of tangible personal property for inclusion in any construction, alteration, or repair of his residence shall be subject to tax as retail sales to the ultimate consumer.

(d) "Owner" and "Homeowner" as used in this Regulation shall only mean an individual, and no other entity, association, or representative shall qualify; except that an administrator, executor, personal representative, or guardian in guardianship or probate proceedings, for the estate of a deceased or incompetent person or a minor, may claim "homeowner" status for such person if such person would have otherwise qualified with respect to the specific property involved.

(Res. No. 4491, § 1, 6-14-11)

Reg. 21.1-416.2. - Reconstruction contracting.

(a) *"Reconstruction (of Real Property)"* shall mean the subdividing of real property and, in addition, all construction contracting activities performed upon said real property; provided, however, that each of the following conditions are met:

(1) A structure existed on said real property prior to the reconstruction activity; and

(2) The "prior value" of said structure exceeds fifteen percent (15%) of the "prior value" of the integrated property (land, improvements, and structure); and

(3) The total cost of all construction contracting activities performed on said real property in the twenty-four (24) month period prior to the sale of any part of the real property exceeds fifteen percent (15%) of the "prior value" of the real property; and

(4) The structure which existed on the real property prior to the reconstruction activity still exists in some form upon the property, and is included, in whole or in part, in the property sold.

(b) Except as provided in subsection (c) below, "prior value" means the value of the total integrated property, with improvements, as existing immediately prior to any reconstruction activity. Where, according to Title 42 of the Arizona Revised Statutes, a property's full cash value for secondary tax purposes is intended to represent the property's fair market value, "prior value" shall be the property's full cash value for secondary property tax purposes as determined by the County Assessor in the year immediately preceding the year in which the reconstruction improvement(s) are or could have been included in the County Assessor's valuation. If the County Assessor's valuation is contested or appealed, the final determination at either the administrative or judicial level shall apply. Where, according to Title 42 of the Arizona Revised Statutes, a property's full cash value for secondary property tax purposes is not intended to represent the property's fair market value, "prior value" shall be the property's fair market value prior to the reconstruction improvement(s).

(c) *"Alternative Prior Value"* shall mean that as an alternative to the "prior value" defined above, the taxpayer may use his actual cost of the reconstructed property prior to reconstruction, provided that evidence of such cost is presented to the Tax Collector and is determined by the Tax Collector, in his sole discretion, to be satisfactory. Such evidence shall consist, at a minimum, of proof of the actual, arms-length acquisition price, accompanied by a full appraisal of all property involved which appraisal shall have been performed by a real estate broker or MAI appraiser specifically for the purpose of assisting in the acquisition and further shall have been performed on behalf of the seller or a lending institution which has lent at least sixty-five percent (65%) of the acquisition price. (Only long term lending - not interim or construction financing will be considered.) This alternative value shall be used only if the property was acquired by the reconstruction taxpayer not more than thirty-six (36) months prior to a "sale" as defined below.

(d) A *"sale"* for the purpose of determining "alternative prior value" or "reconstruction" only shall be deemed to have occurred as of the date of the execution of a contract of sale or a deed (joint tenancy or warranty) whichever is earlier, to a purchaser or grantee of any single residential or other occupancy unit. In addition to the foregoing, a lease with option to purchase a single residential unit shall be considered a "sale" at the date of execution of such lease if said option is exercisable by the lessee in not later than nine (9) months. Further in the case of cooperative apartments, the sale date shall be the date of execution of the contract selling (subject or not to encumbrances, liens or security interests) of a share, or a sufficient number of shares which entitle the purchaser to the occupancy of a residential unit. In all cases a person shall include a husband and wife as a community, or any co - occupants of a single unit as joint tenants.

(Res. No. 4491, § 1, 6-14-11)

Reg. 21.1-425.1. - Distinction between job printing and certain related activities.

(a) *Computerized Printing.* Computerized versions of all items which would be taxable under Section 21.1-425 if performed without computerized assistance are considered taxable under that Section, and therefore, are not exempt services.

(b) *Book publishing.* The printing of books shall be deemed job printing. Sales of books shall be deemed retail sales.

(c) Publication of newspapers, magazines, or other periodicals shall not be considered job printing for the purposes of this Chapter.

(Res. No. 4491, § 1, 6-14-11)

Reg. 21.1-435.1. - Distinction between publishing of periodicals and certain related activities.

(a) Book publishing shall not be considered publication of newspapers, magazines, or other periodicals for purposes of this Chapter. Sales of books shall be deemed retail sales. The printing of books shall be deemed job printing.

(b) Publication of newspapers, magazines, or other periodicals shall not be considered job printing for the purposes of this Chapter.

(Res. No. 4491, § 1, 6-14-11)

Reg. 21.1-435.2. - Advertising income of publishers and distributors of newspapers and other periodicals.

Publishers and distributors of newspapers and other periodicals shall be subject to the tax upon advertising imposed by Section 21.1-405 and such tax shall be allocated in the manner prescribed by subsection (e) of Section 21.1-435.

(Res. No. 4491, § 1, 6-14-11)

Reg. 21.1-445.1. - (Reserved).

(Res. No. 4491, § 1, 6-14-11)

Reg. 21.1-445.2. - (Repealed by the 1995 amendments).

(Res. No. 4491, § 1, 6-14-11)

Reg. 21.1-445.3. - Rental, leasing, and licensing of real property as lodging: room and board; furnished lodging.

(a) *Room and board.*

(1) Rooming houses, lodges, or other establishments providing both lodging and meals, shall maintain a record of the separate charges made for the lodging and the meals.

(2) The charge for lodging shall be subject to the tax imposed by Section 21.1-444 or Section 21.1-445. The charge for meals is subject to the tax upon restaurants and bars prescribed by Section 21.1-455.

(b) *Furnished lodging.* A person who provides lodging with furnishings shall be deemed to be only in the business of rental, leasing, and licensing of lodging, and not in the business of rental, leasing, and licensing of such furnishings as tangible personal property, unless:

(1) Any tenant of any lodging space may choose to rent, lease, or license such lodging space either furnished or unfurnished; and

(2) The lessor separately charges tenants for lodging and for furnishings; and

(3) The lessor separately maintains his gross income from lodging and from furnishings separately in his accounting books and records.

If all of the above conditions are met, such person shall report both sources of income separately to the City.

(Res. No. 4491, § 1, 6-14-11)

Reg. 21.1-450.1. - Distinction between rental, leasing, and licensing for use of tangible personal property and certain related activities.

(a) Certain rentals, leases, and licenses for use in connection with construction contracting. Rental, leasing, or licensing of earthmoving equipment with an operator shall be deemed construction contracting activity. Rental, leasing, or licensing of any other tangible personal property (with or without an operator) or of earthmoving equipment without an operator shall be deemed rental, leasing, or licensing of tangible personal property. For example:

(1) Rental of a backhoe, bulldozer, or similar earthmoving equipment with operator is construction contracting. Rental of these items without an operator is rental of tangible personal property.

(2) Rental of scaffolding, temporary fences, or barricades is rental of tangible personal property.

(3) Rental of pumps or cranes is rental of tangible personal property, regardless of whether or not an operator is included with the equipment rented.

(b) Distinction between equipment rental, leasing, or licensing for use and transporting for hire. The hiring of mobile equipment (cranes, airplanes, limousines, etc.) is considered rental, leasing, or licensing of tangible personal property whenever the charge is for a fixed sum or hourly rate. By comparison, the activity of a common carrier conveying goods or persons for a fee based upon distance, and not time, shall be considered transporting for hire.

(Res. No. 4491, § 1, 6-14-11)

Reg. 21.1-450.2. - Rental, leasing, and licensing for use of tangible personal property: membership fees; other charges.

(a) Membership, admission, or other fees charged by any rental club or limited access lessor are considered part of taxable gross income.

(b) Gross income from rental, leasing, or licensing for use of tangible personal property must include all charges by the lessor to the lessee for repair, maintenance, or other service upon the tangible personal property rented, leased, or licensed.

(c) Sale of a warranty, maintenance, or service contract as a requirement of, or in conjunction with, a rental, leasing, or licensing contract is exempt.

(Res. No. 4491, § 1, 6-14-11)

Reg. 21.1-450.3. - Rental, leasing, and licensing for use of equipment with operator.

In cases where the tangible personal property is rented, leased, or licensed with an operator provided by the lessor, the charge for the operator shall not be includable in the gross income from the rental, lease, or license of such tangible personal property if the charge for the operator and the charge for the use of the equipment are separately itemized to the lessee and separately maintained on the books and records of the lessor.

(Res. No. 4491, § 1, 6-14-11)

Reg. 21.1-450.4. - Rental, leasing, and licensing for use of tangible personal property: semi-permanently or permanently installed tangible personal property.

(a) The term "semi-permanently or permanently installed" means that the item of tangible personal property has and is expected to have at the time of installation a permanent location at the site installed, as under a long-term lease agreement, except that the person using or applying said property may eventually replace it because it has become worn out or has become obsolete or the person ceases to have the right to possession of said property.

(b) An item of tangible personal property is deemed permanently installed if its installation requires alterations to the premises.

(c) Examples of "semi-permanently or permanently installed tangible personal property" include, but are not limited to: computers, duplicating machines, furniture not of portable design, major appliances, store fixtures.

(d) The term does not include mobile transportation equipment or tangible personal property designed for regular use at different locations or customarily used at different locations, as under numerous short-term rental, lease, or license agreements, whether or not such property is in fact so used.

(1) For example, use of a mobile crane, trencher, automobile, or other similar equipment shall be considered a rental, lease, or license transaction subject to taxation only by the city or town in which such business office of the lessor is based.

(2) Other similar examples include, but are not limited to: camping equipment, contracting equipment, chain saw, forklift, household items, invalid needs, janitorial equipment, reducing equipment, furniture of portable design, trucks or trailers, tools, towbars, sump pumps, arc welders.

(e) A rental, lease, or license agreement which specifies that the item in question shall remain, under the terms of the agreement, located within the same city or town for more than one hundred eighty (180) consecutive days shall be sufficient evidence that such rented, leased, or licensed item is "permanently or semi-permanently installed" in said city or town, except when the item is mobile transportation equipment or one of the other types of portable equipment or property described in subsection (d) above.

(Res. No. 4491, § 1, 6-14-11)

Reg. 21.1-450.5. - Rental, leasing, and licensing for use of tangible personal property: delivery, installation, repair, and maintenance charges.

(a) Delivery and installation charges in connection with the rental, leasing, and licensing of tangible personal property are exempt from the tax imposed by Section 21.1-450; provided that the provisions of Regulation 21.1-100.2 have been met.

(b) Gross income from the sale of a warranty, maintenance, or similar service contract in connection with the rental, leasing, and licensing of tangible personal property shall be exempt.

(c) Separately stated charges for repair not included as part of a warranty, maintenance, or similar service contract relating to the rental, leasing, or licensing of tangible personal property are exempt from the tax imposed by Section 21.1-450; however, such income is subject to the provisions of Sections 21.1-460 and 21.1-465, and the provisions of Regulation 21.1-465.1.

(Res. No. 4491, § 1, 6-14-11)

Reg. 2121-455.1. - Gratuities related to restaurant activity.

Gratuities charged by or collected by persons subject to the tax imposed by Section 21.1-455 may be excluded from gross income if:

(1) Such charge is separately stated upon the bill, invoice, etc. provided the customer, and such amounts are maintained separately in the books and records of the taxpayer; and

(2) Such gratuities are distributed in total to employees of the taxpayer in addition to customary and regular wages.

(Res. No. 4491, § 1, 6-14-11)

Reg. 21.1-460.1. - Distinction between retail sales and certain other transfers of tangible personal property.

(a) Charges for transfer of tangible personal property included in the gross income of the business activity of persons engaged in the following business activities shall be deemed only as gross income from such business activity and not sales at retail taxed by Section 21.1-460:

(1) Tangible personal property incorporated into real property as part of reconstruction or construction contracting, per Sections 21.1-415 through 21.1-418.

(2) (Reserved).

(3) Job printing, per Section 21.1-425.

(4) Mining, timbering, and other extraction, but not sales of sand, gravel, or rock extracted from the ground, per Section 21.1-430.

(5) Publication of newspapers, magazines, and other periodicals, per Section 21.1-435.

(6) Rental, leasing, and licensing of real or tangible personal property, per Sections 21.1-445 or 21.1-450.

(7) Restaurants and bars, per Section 21.1-455.

(8) Food for home consumption, per Section 21.1-462.

(~~8~~9) Telecommunications services, per Section 21.1-470.

(~~9~~10) Utility services, per Section 21.1-480.

(~~10~~11) (Reserved).

(b) Distinction between construction contracting, retail, and certain direct customer service activities.

(1) When an item is attached or installed on real property, it is a construction contracting activity and any subsequent repair, removal, or replacement of that item is construction contracting.

(2) Items attached or installed on tangible personal property are retail sales.

(3) Transactions where no tangible personal property is attached or installed are considered direct customer service activities (for example: carpet cleaning, lawn mowing, landscape maintenance).

(4) Demolition, earth moving, and wrecking activities are considered construction contracting.

(c) The sale of sand, rock, and gravel extracted from the ground shall be deemed a sale of tangible personal property and not mining or metallurgical activity.

(d) Sale of consumable goods incorporated into or applied to real property is considered a retail sale and not construction contracting. Examples of consumable goods are lubricants, faucet washers, and air conditioning coolant, but not paint.

(e) Installation or removal of tangible personal property which has independent functional utility is considered a retail activity.

(1) "Tangible personal property which has independent functional utility" must be able to substantially perform its function(s) without attachment to real property. "Attachment to real property" must include more than connection to water, power, gas, communication, or other service.

(2) Examples of tangible personal property which has independent functional utility include artwork, furnishings, "plug-in" kitchen equipment, or similar items installed by bolts or similar fastenings.

(3) Examples of tangible personal property which does not have independent functional utility include wall-to-wall carpeting, flooring, wallpaper, kitchen cabinets, or "built-in" dishwashers or ranges.

(4) The installation of window coverings (drapes, mini-blinds, etc.) is always a retail activity.

(Res. No. 4491, § 1, 6-14-11)

Reg. 21.1-460.2. - Retail sales: Trading stamp company transactions.

A trading stamp transaction is defined as follows: the trading stamp company issues stamps to a vendor; the vendor then provides them to its customers; and the customer then exchanges the stamps for merchandise from the trading stamp company.

The exchange transaction for the merchandise shall be deemed a retail sale and the trading stamp company a retailer. All taxes imposed by this Chapter applicable to retail transactions are therefore applicable to such exchange transactions.

The rate of tax shall be the retail rate based upon the retail dollar value of the redeemed merchandise as expressed in the redemption dollar value per book of stamps or portion thereof. The tax imposition described herein is in lieu of any Privilege or Use Tax upon the business of issuing stamps, redeeming the same, or using or storing property redeemed.

(Res. No. 4491, § 1, 6-14-11)

Reg. 21.1-460.3. - Retail sales: Membership fees of retailers.

Membership, admission, or other fees charged by limited access retailers are considered part of taxable gross income of the business activity of selling tangible personal property.

(Res. No. 4491, § 1, 6-14-11)

Reg. 21.1-460.4. - Retail sales: Professional services.

(a) *"Professional Services"* refer to services rendered by such persons as doctors, lawyers, accountants, architects, etc. for their customers or clients where the services meet particular needs of a specific client and only apply in the factual context of the client and the final product has no retail value in itself. For example, opinion letters, workpapers, reports, etc. are not in a form which would be subject to retail sales to customers. However, transfer of items in a form which would be subject to retail sales (e.g., artwork, forms, manuals, etc.) would not be considered professional services. The issue is one of fact which must be resolved in each situation.

(b) Creative *("idea")* labor and design labor that do not result in tangible personal property that will be or can be sold are deemed professional services and, if charged separately and maintained separately in the taxpayer's books and records, are not includable in gross income.

(c) *"Professional services"* shall be deemed to include those items of tangible personal property which are incidental to the services rendered, provided such tangible personal property is "inconsequential."

(1) Incidental transfers of tangible personal property shall be regarded as "inconsequential" if,

(A) The purchase price of the tangible personal property to the person rendering the professional services represents less than fifteen percent (15%) of the charge, billing, or statement rendered to the purchaser in connection with the transaction, and

(B) The tangible personal property transferred is not itself in a form which is subject to retail sale.

(2) In cases where the tangible personal property transferred is deemed inconsequential, the provider of the tangible personal property so transferred is deemed the ultimate consumer of such tangible personal property, and subject to all applicable taxes imposed by this Chapter upon such transfer.

(d) *Examples:*

(1) The transfer of paper embodying the result or work product of the services rendered by an attorney or certified public accountant is regarded as inconsequential to the charges for professional services.

(2) An appraisal report issued by an appraiser, reflecting such appraiser's efforts to appraise real estate, is regarded inconsequential.

(3) Use of a hair care product on a client's hair by a barber or beautician in connection with performing professional services is usually inconsequential. On the other hand, if the barber or beautician supplies the customer with a bottle of the product for the client's use thereafter and without the professional's assistance, the transfer of the bottle of hair care product is deemed not inconsequential.

(4) If a mortician properly segregates his professional services from other taxable activities on his bill (invoice, contract), his gross income would include only the income derived from the sale of tangible personal property (casket, cards, flowers, etc.) and rental, leasing, or licensing of real and tangible personal property. His charges for professional services (embalming, cosmetic work, etc.) would not be includable in gross income.

(Res. No. 4491, § 1, 6-14-11)

Reg. 21.1-460.5. - Retail sales: Monetized bullion; numismatic value of coins.

(a) *"Monetized Bullion"* means coins or other forms of money manufactured or minted from precious metals or other metals and issued as legal tender or a medium of exchange by or for any government authorized to do so.

(b) Any coin shall be considered to have been transferred or acquired primarily for its "Numismatic value" if the sale or acquisition price:

(1) Is equal to or greater than twice (2 times) the value of the metallic content of the coin as of the date of transfer or acquisition; and

(2) Is equal to or greater than twice (2 times) its face value, in the case of a coin which, at the time of transfer or acquisition, was legal tender or a medium of exchange of the government issuing or authorizing its issuance.

(Res. No. 4491, § 1, 6-14-11)

Reg. 21.1-460.6. - Retail sales: Consignment sales.

Sales of merchandise acquired on consignment are taxable as retail sales. In cases where the merchant is acting as an agent on behalf of another dealer, sales of the consigned merchandise are taxable to the principal, provided the merchant makes full disclosure to customers that he is acting only as an agent for the named principal. However, when the principal is not deemed to be a dealer, such sales are considered to be those of the merchant and are taxable to him.

(Res. No. 4491, § 1, 6-14-11)

Reg. 21.1-465.1. - Retail sales: Repair services.

(a) Fair market value of parts and labor charges. The Tax Collector may examine the reporting of all transactions covered by this Section to determine if an "arms-length" price is charged for the parts and materials. The applicable tax may not be avoided by pricing a part, which ordinarily sells to the customer at $10, at $5 and including the difference as "service" or "labor". In the absence of satisfactory evidence supplied by the taxpayer as to industry or business practice, the Tax Collector may use the cost of the part or materials to the taxpayer marked up by a reasonable profit, to estimate the gross income subject to tax.

(b) (Reserved).

(Res. No. 4491, § 1, 6-14-11)

Reg. 21.1-465.2. - Retail sales: Warranty, maintenance, and similar service contracts.

(a) Gross income from sales of warranty, maintenance, and service contracts is exempt from the tax imposed by Section 21.1-460.

(b) Transfers of tangible personal property in connection with a service, warranty, guaranty, or maintenance agreement between a vendor and a vendee shall be subject to tax under Section 21.1-460 only to the extent of gross income received from separately itemized charges made for the items of property transferred.

(c) The gross income derived from a maintenance insurance agreement, which agreement is entered into between the purchaser and any person other than the seller is not subject to tax imposed by Section 21.1-460. If the provider of the maintenance insurance agreement pays for tangible personal property on behalf of the insured in the performance of the agreement, such sales are subject to all applicable taxes imposed by this Chapter.

(d) Charges for tangible personal property provided under the terms of a warranty, maintenance, or service contract exempted under Section 21.1-465 are subject to tax as retail sales.

(e) However, gross income received by a dealer from a manufacturer for work performed under a manufacturer's warranty is not taxable under Section 21.1-460.

(Res. No. 4491, § 1, 6-14-11)

Reg. 21.1-465.3. - Retail sales: Sale of containers, paper products, and labels.

(a) The sale of a container or similar packaging material which contains personal property and which is transferred to the customer with the sale of the product is not taxable as a sale for resale. Examples of such nontaxable containers include but are not limited to:

(1) Packaging materials sold to a manufacturer of video equipment for containment of the product during shipment.

(2) Cellophane-type wrap sold to a meat department or butcher for containment of the individually wrapped or contained meat.

(3) Bags used to contain loose fungible goods such as fruits, vegetables, and other products sold in bulk, where such bags or containers are used to contain and measure the amount purchased by the customer.

(4) Shopping bags and similar merchandising bags sold to grocery stores, department stores or other retailers.

(5) Gift wrappings and gift boxes sold to department stores or other retailers.

(b) Sales of non-returnable or disposable paper (and similar products such as plastic or styrofoam) cups, lids, plates, bags, napkins, straws, knives, forks and other similar food accessories to a restaurant or others taxable under Section 21.1-455 for transfer by the restaurant to its customer to contain or facilitate the consumption of the food, drink or condiment are sales for resale and not taxable.

(c) Where a retailer imposes a charge for gift wrapping and the charge includes the container, paper, and other appropriate materials, the wrapping charge shall be considered a sale.

(d) Charges for returnable containers, where the charges are imposed on the customer, are subject to tax at the time of the transaction. A credit may be taken for the amount of refund after such refund is made.

(e) The sale of labels to a purchaser who affixes them to a primary container is a sale for resale and not taxable. Directional or instructional material included with products sold are considered to be part of the product and a sale for resale. However, the sale of items such as price tags, shipping tags, and advertising matter delivered to the customer in connection with the retail sale is taxable to the retailer as a retail sale to it, and is not exempt as a sale for resale.

(Res. No. 4491, § 1, 6-14-11)

Reg. 21.1-465.4. - Retail sales: Aircraft acquired for use outside the state.

"Aircraft acquired for use outside the State" means aircraft, navigational and communication instruments, and other accessories and related equipment sold to:

(a) Any foreign government for use by such government outside of this State.

(b) Persons who are not residents of this State and who will not use such property in this State other than in removing such property from this State. This subsection also applies to corporations that are

not incorporated in this State, regardless of maintaining a place of business in this State, if the principal corporate office is located outside this State and the property will not be used in this State other than in removing the property from this State.

(Res. No. 4491, § 1, 6-14-11)

Reg. 21.1-470.1. - Telecommunication services.

(a) Gross income from the business activity of providing telecommunication services to consumers within this City shall not include:

(1) Charges for installation, maintenance, and repair of telecommunication equipment which are subject to the provisions of Sections 21.1-415, 21.1-416, or 21.1-417 (construction contracting); 21.1-445 (real property rental); 21.1-450 (tangible personal property rental); or 21.1-460 (retail sales); depending upon the nature of the work performed.

(2) Separately billed advertising charges which are subject to the provisions of Section 21.1-405 or 21.1-435.

(b) *Mobile equipment.* In cases where the customer is being provided telecommunication services to receiving/transmission equipment designed to be mobile in nature (for example, mobile telephones, portable hand-held two-way radios, paging devices, etc.), the provider shall, for the purposes of the tax imposed by this Section, determine whether such provider's customers are "within this City" as follows:

(1) By the billing address of the customer, provided that such address is a permanent residence or business location of the consumer within the State.

(2) In all other cases, the business location of the telecommunications provider.

(Res. No. 4491, § 1, 6-14-11)

Reg. 21.1-475.1. - Distinction between transporting for hire and certain related activities.

The hiring of mobile equipment (cranes, airplanes, limousines, etc.) is deemed rental, leasing, or licensing for use of tangible personal property whenever the charge is for a fixed sum or hourly rate. By comparison, the activity of a common carrier conveying goods or persons for a fee based upon distance, and not time, shall be considered transporting for hire.

(Res. No. 4491, § 1, 6-14-11)

Reg. 21.1-520.1. - Reports made to the city.

(a) Each taxpayer shall provide, as a minimum, all of the following when reporting taxes due as provided in this Chapter:

(1) Legal business name of the taxpayer or his agent.

(2) Mailing address of the taxpayer.

(3) City Privilege License number of the taxpayer.

(4) Period of time for which the report is intended.

(5) For each category of income to which the taxpayer is subject, for the reporting period, as provided on the official City tax return:

(A) All amounts subject to, excluded from, exempt from, or deductible from the taximposed upon that category of business activity, summarized in total as "gross receipts" of that category of business activity.

(B) The total amount claimed as excludable, exempted, or deducted from such "gross receipts", itemized as provided on the official City tax return, and summarized in total as "total deductions" for that category.

(C) The difference between such "gross receipts" and "total deductions" as "net taxable" for that category.

(D) The tax due and payable for that category.

(6) That total amount subject to Use Tax, summarized as "net taxable", and the Use Tax due and payable for that reporting period.

(7) Any excess tax collected which is due and payable.

(8) Any claimed tax credits against taxes due and payable.

(9) Total amount remitted with the return.

(10) A statement verifying that the information provided on the return is accurate to the best of the preparer's knowledge. Such statement must be accompanied by a dated signature of the preparer, and also show the preparer's title or relationship to the taxpayer.

(11) The Tax Collector may prescribe and will notify taxpayers of alternative methods for signing, subscribing or verifying any report or statement required to be filed, including but not limited to electronic signatures and/or security codes, and such methods shall have the same validity and consequence as the actual signature or written declaration of the taxpayer or other person required to sign, subscribe or verify the return, statement or other document.

(Res. No. 4491, § 1, 6-14-11)

Reg. 21.1-520.2. - Change of method of reporting.

(a) Any taxpayer electing to change his reporting method shall be permitted to do so only upon filing a written request to the Tax Collector and after receiving written approval of the Tax Collector. The approval shall state the effective date of the change.

(b) The Tax Collector may postpone such approval to allow for examination of the records of the taxpayer and may further require that all tax liability be satisfied up to the effective date of the change.

(c) Failure of the taxpayer to notify the Tax Collector and await approval before changing the method of reporting will subject the taxpayer to interest and penalties if his original method of reporting would produce higher taxes due the City. When a person makes such change without the consent of the Tax Collector, the Tax Collector may audit his books and records to verify the tax liability as of the date of the change.

(d) Any taxpayer who has failed to indicate a choice of reporting method upon the application for a Privilege License shall be deemed to have chosen the accrual method of reporting.

(Res. No. 4491, § 1, 6-14-11)

Reg. 21.1-555.1. - Administrative request for the attendance of witnesses or the production of documents; service thereof; remedies and penalties for failure to respond.

(a) If a taxpayer refuses or fails to comply in whole or in part with a request to provide records authorized by Section 21.1-555, the Tax Collector may issue his written Administrative Request which shall:

(1) Designate the individual to provide information.

(2) Describe specifically or generally the information to be provided, and any documents sought to be examined.

(3) State the date, time, and place in which the individual shall appear before the Tax Collector to provide the information and to produce the documents sought.

(4) Be directed to:

(A) Any director, officer, employee, agent, or representative of the person sought to be examined; or

(B) Any independent accountant, accounting firm, bookkeeping or financial service retained or employed by such person for any purpose connected with business activity subject to taxation; or

(C) Any other person who, in the opinion of the Tax Collector, has knowledge of facts bearing upon any tax liability of the person or taxpayer from whom information is sought.

(b) The failure of a taxpayer to comply with reasonable requests for records without good reason or cause may, in the exercise of judicial discretion by a court, be held to constitute a failure to exhaust administrative remedies.

(Res. No. 4491, § 1, 6-14-11)

Reg. 21.1-571.1. - Collection of tax in jeopardy.

Evidence that collection of tax due is in jeopardy shall include documentation that:

(a) The taxpayer is going out of business.

(b) The taxpayer has no City Privilege License or has no permanent business location in the State.

(c) The taxpayer has failed to timely pay any tax (or penalties and interest thereon) due to the City on three (3) or more occasions within the previous thirty-six (36) calendar months.

(d) The taxpayer has remitted payment by check, which has been dishonored.

(e) The taxpayer has failed to comply with a formal written request of the Tax Collector made pursuant to Regulation 21.1-555.1.

(Res. No. 4491, § 1, 6-14-11)

File #: 15-416, **Version:** 1

ADOPT AN ORDINANCE AMENDING CHAPTER 21.1, THE MODEL CITY PRIVILEGE (SALES) TAX CODE (ORDINANCE) (PUBLIC HEARING REQUIRED)

Staff Contact: Vicki Rios, Interim Director, Finance and Technology

Purpose and Recommended Action

This is a request for City Council to conduct a public hearing, waive reading beyond the title and adopt an ordinance amending Chapter 21.1, Model City Privilege (Sales) Tax Code. The required amendments to the Glendale City Code, Chapter 21.1, commonly referred to as the Model City (Sales) Tax Code (MCTC), are in accordance with state statute and are necessary in order to maintain conformity with state law.

Background

Following each legislative session, Arizona cities and towns work collectively to determine those areas of the MCTC that require adjustment to maintain or achieve conformity with state law. A committee, called the Unified Audit Committee (UAC), gathers input from taxpayer advocates and business representatives to draft tax code changes. These proposed changes are then forwarded to the Municipal Tax Code Commission (MTCC) for approval. State Statute requires that the governing bodies of local taxing jurisdictions implement changes approved by the MTCC unless the change is a Local Option or Model Option, which cities may choose to enact at their discretion. The changes presented in the attached ordinance are not Local or Model Options. Therefore, they are not discretionary. It is important to note that the City of Glendale implements the state laws as soon as they are passed. This ensures the city is compliant with tax laws immediately, even though it may take some time to formally incorporate the changes into the city's code sections.

A notice of public hearing to be held on June 23, 2015, was published in the Arizona Republic on June 5, 2015. The proposed ordinance was made available for public review at the Clerk's Office.

Analysis

During 2013, the MTCC approved several changes which would align the MCTC to changes in the Arizona Revised Statutes (A.R.S.). No significant impacts on revenues are expected to arise from these recommendations. The 2013 amendments include technical and conforming changes to align the Model City Tax Code more closely to state statutes, as well as a few "housekeeping" items. Amendments include:

1. A group of exemptions recommended by the Governor's TPT Simplification Task Force as the initial steps to bring the MCTC and the Arizona Revised Statutes (A.R.S.) into conformity for the purpose of promoting compliance with the tax laws, relieving the administrative burden of local businesses, and in the future, complying with the Marketplace Fairness Act, if or when it is passed by the federal government. All of the changes proposed pertain to both the Retail and Use Tax business

classifications. These changes have a retroactive effective date of July 1, 2013.

- Codifies language to provide an exemption in the determination of the gross income subject to tax from the sale of nuclear fuels.
- Exempts sales of food to a restaurant used for free employee meals.
- Exempts sales of food for consumption on the premises of any public educational entity to include private, parochial, and charter schools.
- Exempts sales of magazines and other publications by the State to encourage tourism.
- Adds an exemption for sales of paper making machine covers to the Retail category. The exemption is already provided for under the Income Producing Capital Equipment exemption.
- Adds an exemption for sales of overhead materials used in performing a federal government contract to the Retail category when the final product becomes the property of the federal government. Sales of overhead materials that will become federal government property are already exempt from local tax as a sale for resale.
- Adds an exemption for sales of coal, petroleum, coke, natural gas, virgin fuel oil, and electricity to qualified environmental technology manufacturers, producers, or processors.
- Adds an exemption for the sales of machinery, equipment, materials, and other tangible personal property used to construct a qualified environmental technology manufacturing facility.

2. Provides a solar energy exemption for excess electrical energy and "Renewable Energy Credits" (RECs) sold back to a Utility distributor by a consumer, retroactive to January 1, 2007.

3. Adds an exemption for the sales of orthodontic devices by dental professionals to patients in their care by expanding the definition of "Prosthetics" to include orthodontic devices. This exemption is retroactive to October 1, 2007.

4. Adds an exemption as provided for in House Bill 2324 for real property leases between affiliated entities.

5. Adds an exemption for sales of postage and freight charges under the Job Printing business classification. This exemption is retroactive to September 21, 2006.

6. Adds an exemption for the leasing or rental of installed certified ignition interlock devices. This exemption is retroactive to September 1, 2004.

7. Adds an exemption for the sales of cash equivalents such as gift cards, stored value cards, and other such instruments. This exemption is retroactive to October 1, 2007.

8. Technical amendment to create a separate taxing category for Food for Home Consumption which allows Cities and Towns to adopt a rate that is different than the Retail business category. Previously, Food for Home Consumption was an exemption under the Retail category. This separate taxing

category has a retroactive date of July 1, 2013.

Previous Related Council Action

At the June 2, 2015 Workshop, staff briefed Council on these updates.

At the March 17, 2015 Workshop, Council received an update on Tax Simplification.

The Council approved several amendments to the Model City Privilege (Sales) Tax Code since its original adoption, including the latest amendment on December 18, 2014.

Community Benefit/Public Involvement

The MCTC provides taxpayers a uniform tax code with consistent language that is used in municipalities throughout the state.

Cities through the Unified Audit Committee and the League of Arizona Cities and Towns work with the business stakeholders on changes to the MCTC. The MTCC held public hearings to receive community input and then acted to approve the amendments.

Budget and Financial Impacts

There are no costs incurred by the City as a result of the required amendments to the Model City Privilege (Sales) Tax Code and the fiscal impact is minimal.

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ORDINANCE NO. 2944 NEW SERIES

AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AMENDING CHAPTER 21.1 MODEL CITY PRIVILEGE (SALES) TAX CODE TO CONFORM WITH THE 2013 CHANGES APPROVED BY THE MUNICIPAL TAX CODE COMMISSION; ESTABLISHING AN EFFECTIVE DATE; PROVIDING FOR SEVERABILITY; AND PROVING PENALTIES FOR VIOLATIONS.

WHEREAS, the City of Glendale adopted the Model City Privilege (Sales) Tax Code on September 30, 1997 as Chapter 21.1;

WHEREAS, the A.R.S. § 42-6053 requires the City to adopt any changes to the Model City Privilege (Sales) Tax Code that are approved by the Municipal Tax Code Commission;

WHEREAS, the Municipal Tax Code Commission considered the proposed Code changes and have held public hearings on the proposed amendments;

WHEREAS, that certain document entitled "Amendments to Chapter 21.1 Model City Privilege (Sales) Tax Code," three copies of which are on file in the office of the City Clerk, was declared to be a public record by Resolution adopted at the June 23, 2015 City Council Voting Meeting; and

WHEREAS, the City Council held a public hearing on June 23, 2015 and considered the required amendments to Chapter 21.1, Model City Privilege (Sales) Tax Code.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF GLENDALE as follows:

SECTION 1. An Ordinance of the Council of the City of Glendale, as specified in that certain document known as "Amendments to Chapter 21.1 Model City Privilege (Sales) Tax Code," three copies of which are on file in the office of the City Clerk, which was declared to be a public record by Resolution adopted at the June 23, 2015 City Council Meeting, is hereby referred to, adopted, and made a part hereof as if fully set out in this Ordinance. Pursuant to this Ordinance, the following sections of the Glendale City Code, Chapter 21.1, Model City Privilege (Sales) Tax Code, are amended: 21.1-100, 21.1-200, 21.1-417, 21.1-425, 21.1-445, 21.1-450, 21.1-460, 21.1-462, 21.1-465, 21.1-480, 21.1-660, Regulation 21.1-460.1, and sections 21.1-120, 21.1-445 (t), 21.1-465 (q), 21.1-660 (q), and Regulation 21.1-120.1, are hereby deleted in their entirety and replaced as follows:

Sec. 21.1-120 (Reserved);
Sec. 21.1-445 (t) (Reserved);
Sec. 21.1-465 (q) (Reserved);

Sec. 21.1-660 (q) (Reserved);
Reg. 21.1-120.1 (Reserved);

SECTION 2. This Ordinance shall be effective as provided by law.

SECTION 3. If any section, subsection, sentence, clause, phrase or portion of this Ordinance or any part of the code adopted herein is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

SECTION 4. Any person who fails to pay taxes imposed by this code or is found guilty of violating any provisions of the amendments to the tax code is subject to the following penalties:

Sec. 21.1-540. Interest and civil penalties.

(a) Any taxpayer who failed to pay any of the taxes imposed by this Chapter which were due or found to be due before the delinquency date shall be subject to and shall pay interest upon such tax until paid. From and after October 1, 2005, the interest rate shall be determined in the same manner and at the same times as prescribed by Section 6621 of the United States Internal Revenue Code and compounded annually under the method described in subsection (1) below. The rate of interest for both overpayments and underpayments for all taxpayers is the federal short-term rate, determined pursuant to Section 6621(b) of the Internal Revenue Code, plus three percentage points. The interest rate prior to October 1, 2005 shall be one percent (1%) per month. Said interest may be neither waived by the Tax Collector nor abated by the Hearing Officer except as it might relate to a tax abated as provided by Section 21.1-570.

(1) On January 1 of each year any interest outstanding as of that date that was accrued from and after October 1, 2005 is thereafter considered a part of the principal amount of the tax and accrues interest pursuant to this section.

(2) Interest accrued prior to October 1, 2005 shall not be added to the principal.

(b) In addition to interest assessed under subsection (a) above, any taxpayer who failed to pay any of the taxes imposed by this Chapter which were due or found to be due before the delinquency date shall be subject to and shall pay any or all of the following civil penalties, in addition to any other penalties prescribed by this Chapter:

(1) A taxpayer who fails to timely file a return for a tax imposed by this Chapter shall pay a penalty of five percent (5%) of the tax for each month or fraction of a month elapsing between the delinquency date of the return and the date on which it is filed, unless the taxpayer shows that the failure to timely file is due to reasonable cause and not due to willful neglect. This penalty shall not exceed twenty-five percent (25%) of the tax due.

(2) A taxpayer who fails to pay the tax within the time prescribed shall pay a penalty of ten percent (10%) of the unpaid tax, unless the taxpayer shows that the failure to timely pay is due to reasonable cause and not due to willful neglect. If the taxpayer is also subject to a

penalty under subsection (b)(1) above for the same tax period, the total penalties under subsection (b)(1) and this subsection shall not exceed twenty-five percent (25%) of the tax due.

(3) A taxpayer who fails or refuses to file a return within thirty (30) days of having received a written notice and demand from the Tax Collector shall pay a penalty of twenty-five percent (25%) of the tax, unless the taxpayer shows that the failure is due to reasonable cause and not due to willful neglect or the Tax Collector agrees to a longer time period.

(4) If the cause of a tax deficiency is determined by the Tax Collector to be due to negligence, but without regard for intent to defraud, the taxpayer shall pay a penalty of ten percent (10%) of the amount of deficiency. If the taxpayer is also subject to a penalty under subsection (b)(1) or (b)(2) above for the same tax period, the total penalties imposed under subsection (b)(1), (b)(2) and this subsection shall not exceed twenty-five percent (25%) of the tax due.

(5) If the cause of a tax deficiency is determined by the Tax Collector to be due to civil fraud or evasion of the tax, the taxpayer shall pay a penalty of fifty percent (50%) of the amount of deficiency.

(c) Penalties and interest imposed by this Section are due and payable upon notice by the Tax Collector.

(d) If, following an audit, penalties attributable to the audit period are to be assessed pursuant to subsection (b)(1) or (b)(2) above, the Tax Collector, before assessing such penalties, must take into consideration any information or explanations provided by the taxpayer as to why the return was not timely filed and/or the tax was not timely paid. If such information and/or explanations are provided by the taxpayer, and the Tax Collector nevertheless decides to assess penalties pursuant to subsection (b)(1) or (b)(2) above, then, at the time the penalties are assessed, the Tax Collector must provide the taxpayer with a detailed written explanation of the basis for the Tax Collector's determination that the information and/or explanations provided by the taxpayer did not constitute reasonable cause.

(e) The assessment of the penalties prescribed by subsections (b)(3) through (b)(5) above must be approved on a case-by-case basis by the Tax Collector prior to such assessment. In addition, any assessment which includes penalties based upon subsection (b)(3), (b)(4), or (b)(5) above must be accompanied by a statement signed by the Tax Collector setting forth in detail the basis for the Tax Collector's determination that the penalties are warranted under the circumstances.

(f) The Tax Collector shall waive or adjust penalties imposed by subsections (b)(1) and (b)(2) above upon a finding that:

(1) in the past, the taxpayer has consistently filed and paid the taxes imposed by this Chapter in a timely manner; or

(2) the amount of the penalty is greatly disproportionate to the amount of the tax; or

(3) the failure of a taxpayer to file a return and/or pay any tax by the delinquency date was caused by any of the following circumstances which must occur prior to the delinquency date of the return or payment in question:

(A) the return was timely filed but was inadvertently forwarded to another taxing jurisdiction.

(B) erroneous or insufficient information was furnished the taxpayer by the Tax Collector or his employee or agent.

(C) death or serious illness of the taxpayer, member of his immediate family, or the preparer of the reports immediately prior to the due date.

(D) unavoidable absence of the taxpayer immediately prior to the due date.

(E) destruction, by fire or other casualty, of the taxpayer's place of business or records.

(F) prior to the due date, the taxpayer made application for proper forms which could not be furnished in sufficient time to permit a timely filing.

(G) the taxpayer was in the process of pursuing an active protest of the tax in question in another taxing jurisdiction at the time the tax and/or return was due.

(H) the taxpayer establishes through competent evidence that the taxpayer contacted a tax advisor who is competent on the specific tax matter and, after furnishing necessary and relevant information, the taxpayer was incorrectly advised that no tax was owed and/or the filing of a return was not required.

(I) the taxpayer has never been audited by a City for the tax or on the issue in question and relied, in good faith, on a state exemption or interpretation.

(J) the taxpayer can provide some public record (court case, report in a periodical, professional journal or publication, etc.) stating that the transaction is not subject to tax.

(K) the Arizona Department of Revenue, based upon the same facts and circumstances, abated penalties for the same filing period.

A taxpayer may also request a waiver or adjustment of penalty for a reason thought to be equally substantive to those reasons itemized above. All requests for waiver or adjustment of penalty must be in writing and shall contain all pertinent facts and other reliable and substantive evidence to support the request. In all cases, the burden of proof is upon the taxpayer.

(g) No request for waiver of penalty under subsection (f) above may be granted unless written request for waiver is received by the Tax Collector within forty-five (45) days following the imposition of penalty. Any taxpayer aggrieved by the refusal to grant a waiver under subsection (f) above may appeal under the provisions of Section 21.1-570 provided that a petition of appeal or request for an extension is submitted to the Tax Collector within forty-five (45) days of the taxpayer's receipt of notice by the City that waiver has been denied.

(h) For the purpose of this Section, "reasonable cause" shall mean that the taxpayer exercised ordinary business care and prudence, i.e., had a reasonable basis for believing that the tax did not apply to the business activity or the storage or use of the taxpayer's tangible personal property in this City.

(i) For the purpose of this Section, "negligence" shall be characterized chiefly by inadvertence, thoughtlessness, inattention, or the like, rather than an "honest mistake". Examples of negligence include:

(1) the taxpayer's failure to maintain records in accordance with Article III of this Chapter;

(2) repeated failures to timely file returns; or

(3) gross ignorance of the law.

Sec. 21.1-580. Criminal penalties.

(a) It is unlawful for any person to knowingly or willfully:

(1) fail or refuse to make any return required by this Chapter.

(2) fail to remit as and when due the full amount of any tax or additional tax or penalty and interest thereon.

(3) make or cause to be made a false or fraudulent return.

(4) make or cause to be made a false or fraudulent statement in a return, in written support of a return, or to demonstrate or support entitlement to a deduction, exclusion, or credit or to entitle the person to an allocation or apportionment or receipts subject to tax.

(5) fail or refuse to permit any lawful examination of any book, account, record, or other memorandum by the Tax Collector.

(6) fail or refuse to remit any tax collected by such person from his customer to the Tax Collector before the delinquency date next following such collection.

(7) advertise or hold out to the public in any manner, directly or indirectly, that any tax imposed by this Chapter, as provided in this Chapter, is not considered as an element in the price to the consumer.

(8) fail or refuse to obtain a Privilege License or to aid or abet another in any attempt to intentionally refuse to obtain such a license or evade the license fee.

(9) reproduce, forge, falsify, fraudulently obtain or secure, or aid or abet another in any attempt to reproduce, forge, falsify, or fraudulently obtain or secure, an exemption from taxes imposed by this Chapter.

(b) The violation of any provision of subsection (a) above shall constitute a Class One Misdemeanor.

(c) In addition to the foregoing penalties, any person who shall knowingly swear to or verify any false or fraudulent statement, with the intent aforesaid, shall be guilty of the offense of perjury and on conviction thereof shall be punished in the manner provided by law.

SECTION 5. If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this _____ day of _____, 2015.

_____
M A Y O R

ATTEST:

_____
City Clerk (SEAL)

APPROVED AS TO FORM:

_____
City Attorney

REVIEWED BY:

_____
Acting City Manager
o_finance_model tax.doc

Legislation Description

File #: 15-436, **Version:** 1

ADOPT A RESOLUTION DECLARING AS A PUBLIC RECORD THAT CERTAIN DOCUMENT ENTITLED "AMENDMENTS TO GLENDALE CITY CODE, CHAPTER 21.2, SEXUALLY ORIENTED BUSINESSES"
Staff Contact: Vicki Rios, Interim Director, Finance and Technology

Purpose and Recommended Action

This is a request for City Council to waive reading beyond the title and adopt a resolution declaring as a public record that certain document entitled "Amendments to Glendale City Code, Chapter 21.2, Sexually Oriented Businesses." This resolution does not require a public hearing; however, the adoption of the ordinance to this item will require a public hearing once the resolution is approved.

Background

State law permits cities to declare documents a public record to enact the provisions of code amendments by reference without publishing the full text of the amendments. Instead, the City publishes a notice in the newspaper and keeps three copies of the text on file with the City Clerk. This requires adoption by the Council of a resolution. At the same voting meeting, Council will be asked to approve the ordinance adopting the code amendments.

Previous Related Council Action

On December 18, 2014, Council adopted a Resolution No. 4911 declaring as a public record the "2014 Amendments to Chapter 21.1 Model City Privilege (Sales) Tax Code, Article III - Licensing and Record Keeping, Sec. 21.1-300 thru 21.1-380."

Budget and Financial Impacts

By adopting the resolution and declaring as a public record the "Amendments to Glendale City Code, Chapter 21.2, Sexually Oriented Businesses," the City will not be required to publish the entire code amendments in the paper saving publishing costs.

RESOLUTION NO. 4998 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, DECLARING AS A PUBLIC RECORD THAT CERTAIN DOCUMENT FILED WITH THE CITY CLERK OF THE CITY OF GLENDALE AND ENTITLED "AMENDMENTS TO GLENDALE CITY CODE, CHAPTER 21.2, SEXUALLY ORIENTED BUSINESSES".

WHEREAS, State law permits cities to declare documents a public record for the purpose of incorporation into city ordinance; and

WHEREAS, the City of Glendale wishes to incorporate by reference amendments to Glendale City Code, Chapter 21.2, Sexually Oriented Businesses by first declaring said amendments to be a public record.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GLENDALE as follows:

SECTION 1. That certain document entitled "Amendments to Glendale City Code, Chapter 21.2, Sexually Oriented Businesses," attached as Exhibit A, three copies of which are on file in the office of the City Clerk, is hereby declared a public record. Said copies are ordered to remain on file with the City Clerk for public use and inspection.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this _____ day of _____, 2015.

_____
M A Y O R

ATTEST:

_____
City Clerk (SEAL)

APPROVED AS TO FORM:

_____
City Attorney

REVIEWED BY:

_____
Acting City Manager

r_finance_amend 21.2.doc

Exhibit A

DELETIONS SHOWN BY ~~STRIKETHROUGH~~
ADDITIONS SHOWN BY UNDERLINE

Amendments to Glendale City Code, Chapter 21.2, Sexually Oriented Businesses

Chapter 21.2 - SEXUALLY ORIENTED BUSINESSES

ARTICLE I. - IN GENERAL

Sec. 21.2-1. - Findings.

(a) The city council makes the following findings based on evidence concerning the secondary effects of sexually oriented (adult) businesses on the community presented in reports made available to the city council:

(1) Adult businesses cause secondary effects which are detrimental to the public health, safety and welfare and which are set forth in more detail in subsections (a)(2) through (a)(12) of this section.

(2) Adult businesses lend themselves to ancillary unlawful and unhealthy activities and are frequently used for unlawful sexual activities, including public sexual indecency and prostitution, and sexual encounters of a casual nature.

(3) Adult businesses which feature live performances or activities involving nude or semi-nude persons, including adult cabarets, escort bureaus, nude model studios, semi-nude businesses and topless bars, lend themselves to unlawful and unhealthy activities that are presently largely uncontrolled by the operators of such businesses, and such businesses require special supervision from public safety agencies.

(4) Sexual acts and other sexual contact occur at businesses which allow live performances featuring nude or semi-nude entertainers. Such acts result from the inability or unwillingness of the operators to control sexual activity and/or the physical layout of such businesses, which generally permits one-on-one performances by entertainers whose activities are difficult for the operators to monitor. Sexual acts are especially likely at adult businesses which provide private or semi-private areas, booths or rooms for viewing live performances, and offering and providing such areas encourages sexual activities.

(5) The operating characteristics of adult businesses raise substantial government concerns, including health concerns over the spread of sexually transmitted and possibly fatal diseases, and should be reasonably regulated in order to protect those substantial governmental concerns.

(6) Adult businesses require minimum standards and regulations to protect and preserve the public health, safety and welfare.

(7) Establishing regulations on the place and manner of activities in adult businesses by limiting live performances to locations open to public viewing and by minimizing contact between employees and patrons will serve as a deterrent to and help curb the illegal sexual activity and other casual sexual conduct occurring in adult businesses.

(8) Establishing a reasonable licensing procedure is an appropriate mechanism to place the burden of that reasonable regulation on the operators and managers of adult businesses. Further, such a licensing procedure will place an incentive on operators and managers to see that adult businesses are run in a manner consistent with the health, safety and welfare of patrons and employees, as well as the citizens of the city. It is appropriate to require reasonable assurances that the licensees are the actual operators and managers of the adult business, and fully in possession and control of the premises and activities occurring therein.

(9) The regulation of nudity and semi-nudity, and manner of entertainment, in adult businesses will further the substantial governmental interests in preventing prostitution and other sex related crimes, including illegal sex acts, and in protecting the public health, safety and welfare.

(10) Requiring visibility, sufficient lighting and monitoring of patron activities in adult businesses will advance the substantial governmental interests in curbing the illegal and unsanitary sexual activity occurring in adult arcades and adult theaters and will facilitate enforcement of the provisions of this chapter and other state and local laws, thereby furthering the substantial governmental interest in protecting the public health, safety and welfare.

(11) The disclosure of certain information by those persons ultimately responsible for the day-to-day operation and maintenance of adult businesses, and by employees of such businesses, will facilitate the enforcement of the provisions of this chapter and other state and local laws, thereby furthering the substantial governmental interest in protecting the public health, safety and welfare.

(12) A person who recently has been convicted of a sexually related crime is not an appropriate individual to operate, manage or be employed in an adult business. Barring such persons from the operation and management of and employment in sexually oriented businesses for a period of five (5) years serves as a deterrent to and prevents the commission of sexually related criminal acts, including conduct which leads to the transmission of sexually transmitted diseases.

(b) In making the findings set forth in subsection (a) of this section, the city council has relied upon the "Adult Business Factual Record and Studies" which are on file with the tax and license division of the finance department.

(Ord. No. 2076, § 1, 5-11-99)

Sec. 21.2-2. - Purpose.

It is the city council's intent in adopting this chapter to regulate adult businesses in a manner necessary to protect the health, safety and welfare of the public and of employees and patrons of such businesses; to reduce the incidence of criminal behavior which may occur at adult businesses; to place the burden of ensuring compliance with the provisions of this chapter on operators, managers and employees of adult businesses; and to prohibit certain adult businesses which are deemed to be public nuisances.

(Ord. No. 2076, § 1, 5-11-99)

Sec. 21.2-3. - Applicability of ordinance to existing businesses; annexation.

(a) Except as otherwise specifically provided for in this chapter, the provisions of this chapter shall apply to all persons and adult businesses within the city, regardless of whether such persons or businesses commenced their activities before or after the effective date of the ordinance codified in this chapter.

(b) Any person who was operating an adult business within the city prior to the effective date of the ordinance codified in this chapter and who is required to make substantial permanent changes to his or her adult business premises by any provision of this chapter, including changes in the configuration and lighting of such premises, shall not be required to make such changes for a period of one hundred twenty (120) days after the effective date of the ordinance codified in this chapter, provided that any such person shall be deemed to be unlawfully operating an adult business if he or she continues to operate such business without making the required changes to the premises within one hundred twenty (120) days after the effective date of the ordinance codified in this chapter.

(c) If an existing adult business is located in an area that is annexed by the city after the effective date of the ordinance codified in this chapter, any provisions of this chapter that require the licensing of operators, managers or employees of such business, or that require an operator of such business to make substantial permanent changes to the adult business premises, shall not apply for a period of one hundred twenty (120) days after the effective date of the annexation. Any operator, manager or employee of such business shall be deemed to be unlawfully operating or working without a

license if he or she fails to apply for and obtain all required adult business licenses and identification cards within one hundred twenty (120) days after the effective date of the annexation. Any operator of such business who is required to make substantial permanent changes to the adult business premises shall be deemed to be acting unlawfully if he or she continues to operate such business without making the required changes within one hundred twenty (120) days after the effective date of the annexation.

(Ord. No. 2076, § 1, 5-11-99)

Sec. 21.2-4. - Definitions.

Unless the context clearly indicates otherwise, any word, term or phrase defined in any section in this chapter shall have the same meaning throughout this chapter. The following words, terms and phrases shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Adult arcade: Any place to which the public is permitted wherein money-operated, token-operated or credit-operated, or electronically, electrically or mechanically controlled still or motion picture machines, projectors or other image-producing devices are maintained to show images to five or fewer persons per machine in any viewing room of one hundred fifty (150) square feet or less at any one time, and where the images so displayed are distinguished or characterized by the depicting or describing of specified sexual activities or specified anatomical areas.

Adult bookstore or novelty store: Any commercial establishment:

(a) Which as one of its principal business uses offers for sale or rental, for any consideration, any of the following:

(1) Books, magazines, periodicals or other printed materials, which depict or describe specified sexual activities or specified anatomical areas; or

(2) Films, video cassettes or other video reproductions depicting specified sexual activities or specified anatomical areas; or

(3) Instruments, devices or paraphernalia which are designed for use in connection with specified sexual activities, excluding condoms and other birth control and disease prevention products; and

(b) Which regularly excludes all minors from the premises because of the sexually explicit nature of the items sold, rented or displayed therein.

For purposes of this definition, twenty-five percent (25%) or more of the establishment's merchandise constitutes a principal business use.

Adult business or sexually oriented business: Any adult arcade, adult bookstore, adult cabaret, adult motel, adult theater, escort bureau, nude model studio, semi-nude business or topless bar.

Adult business license or sexually oriented business license: Any license issued pursuant to this chapter, including temporary or annual licenses for operators, managers and employees of any adult business.

Adult cabaret: Any nightclub, bar, restaurant or other commercial establishment which features live performances or activities on the business premises that are characterized by the exposure of specified anatomical areas or by specified sexual activities; provided that a nude model studio is not an adult cabaret. The term "adult cabaret" is intended to apply to businesses which emphasize and seek, through the conduct of any employee or performer, to arouse or excite the patron's sexual desires. Nothing in this definition shall be construed to apply to the presentation or performance of any play, drama or ballet in any theater, concert hall, fine arts academy, school, institution of higher education or similar establishment as a form of expression of opinion or communication of ideas or information, as differentiated from the promotion or exploitation of nudity for the purpose of advancing the economic welfare of a commercial or business enterprise.

Adult cabaret performer: Any employee who provides live entertainment to patrons at an adult cabaret involving specified anatomical areas, specified sexual activities or semi-nudity.

Adult motel: Any hotel, motel or similar commercial establishment which:

(a) Offers accommodations to the public for any consideration; provides patrons with closed-circuit television transmissions, films, motion pictures, video cassettes, slides or other photographic reproductions which are characterized by the depiction or description of specified sexual activities or specified anatomical areas; and has a sign visible from the public right-of-way which advertises the availability of such photographic reproductions; or

(b) Offers a sleeping room for rent for a period of time that is less than ten (10) hours; or

(c) Allows a tenant or occupant of a sleeping room to rent the room for a period of time that is less than ten (10) hours.

Adult theater: Any business establishment, other than an adult arcade or adult motel, used regularly for the business of exhibiting films, video cassettes or other video reproductions depicting specified sexual activities or specified anatomical areas, and from which all minors are regularly excluded because of the sexually explicit nature of such films, cassettes or reproductions.

Consideration: Money or money's worth, in the form of any fee, charge, commission, salary, wage or other payment.

Contact: Any physical contact that occurs through clothing or by means of any other object.

Direct line of sight: A straight line between the observer and the object being observed unobstructed by any wall, curtain, partition or other physical barrier that materially obstructs a view of the object being observed.

Electronic benefit transfer card transaction (EBT): The use of a credit or debit card service, automated teller machine or point-of-sale terminal or access to an online system for the withdrawal of cash assistance provided pursuant to A. R. S. Title 46, Chapter 2, Article 5, or for the processing of a payment for merchandise or a service from cash assistance provided pursuant to A.R.S. Title 46, Chapter 2, Article 5.

Employee: Any individual who is hired, engaged or authorized to perform any service for an adult business on a full-time, part-time or contract basis, whether the individual is designated an employee, independent contractor or otherwise. The term "employee" does not include an individual exclusively on the premises for repair or maintenance of the premises or for the delivery of goods to the licensee, nor an attorney, accountant or other person whose primary function is to provide professional advice and assistance to the licensee.

Escort: Any person who for any consideration is held out to the public as available for hire to consort with or to accompany another person to social affairs, places of amusement or entertainment, within any place of public resort, or within any private quarters.

Escort bureau: Any person who for any consideration furnishes, refers or offers to furnish or refer escorts, or provides or offers to introduce patrons to escorts.

Escort runner: Any person who is not an escort and who for any consideration, as the agent for either an escort bureau or an escort patron, contacts or meets with escort patrons or escort bureaus at any location other than the established open office.

Establish: The opening or commencement of any adult business as a new business; the conversion of any existing business to any adult business; the addition of any adult business to any other existing adult business; or the relocation of any adult business.

Knowingly: With respect to conduct or to a circumstance described in this chapter as an offense, that a person is aware or believes that his or her conduct is of that nature or that the circumstance exists. It does not require any knowledge of the unlawfulness of the act or omission.

Licensee: Any person to whom an adult business license is issued.

Manager: Any person who exercises general control over an adult business while working at the premises of such business.

Manager's station: Any portion of an adult business designated by the operator as an area in which a manager shall be placed to observe employee and/or patron conduct.

Nonporous: Excludes any wood, plywood, composition board or other porous material.

Nude, nudity or state of nudity: The appearance of the cleft of the buttocks, anus, genitals or areola of the female breast; or a state of dress which fails to opaquely cover the cleft of the buttocks, anus, genitals or areola of the female breast.

Nude model: Any employee who appears nude or semi-nude at a nude model studio.

Nude model studio: Any place where a person appears nude or semi-nude, and is provided to be observed, sketched, drawn, painted, sculptured, photographed or similarly depicted by other persons for any consideration. The term "nude model studio" does not include a proprietary school that is licensed by this state; a college, community college or university that is supported entirely or in part by taxation; a private college or university that maintains and operates educational programs in which credits are transferable to a college, community college or university that is supported entirely or in part by taxation; or a structure to which all of the following apply:

(a) A sign is not visible from the exterior of the structure and no other advertising appears on the premises indicating that a nude or semi-nude person is available for viewing;

(b) The business does not otherwise advertise itself as an adult business;

(c) Where in order to participate in a class, a student must enroll at least three days in advance of the class; and

(d) Where no more than one nude or semi-nude model is on the premises at any one time.

Operator: Any natural person who owns an adult business or is required to be licensed under section 21.2-24 for any corporation, limited liability company, partnership, trust or other legal entity that owns an adult business.

Person: Any natural person, corporation, limited liability company, partnership, trust or other legal entity.

Recklessly: With respect to a result or to a circumstance described in this chapter as an offense, that a person is aware of and consciously disregards a substantial and unjustifiable risk that the result will occur or that the circumstance exists. The risk must be of such a nature and degree that disregard of such risk constitutes a gross deviation from the standard of conduct that a reasonable person would observe in the situation. A person who creates such a risk but is unaware of such risk solely by reason of voluntary intoxication also acts recklessly with respect to such risk.

Semi-nude or semi-nudity: A state of dress which shows the female breast below a horizontal line across the top of the areola at its highest point, or which shows the male or female buttocks. This definition shall not include any portion of the cleavage of the female breast exhibited by a dress, blouse, leotard, bathing suit or other wearing apparel, provided that the areola is not exposed in whole or in part.

Semi-nude business: Any commercial establishment, other than an adult cabaret, nude model studio or topless bar, which features employees who appear semi-nude before customers on the business premises. The term "semi-nude business" is intended to apply to businesses which emphasize and seek, through the conduct of any employee or performer, to arouse or excite the patron's sexual desires. Nothing in this definition shall be construed to apply to the presentation or performance of any play, drama or ballet in any theater, concert hall, fine arts academy, school, institution of higher education or similar establishment as a form of expression of opinion or communication of ideas or information, as differentiated from the promotion of exploitation of semi-nudity for the purpose of advancing the economic welfare of a commercial or business enterprise.

Semi-nude business performer: Any employee of a semi-nude business who appears semi-nude at such business.

Specified anatomical areas: Human genitals in a state of sexual arousal; the appearance of the cleft of the buttocks, anus, genitals or areola of the female breast; or a state of dress which fails to opaquely cover the cleft of the buttocks, anus, genitals or areola of the female breast.

Specific sexual activities: Any of the following activities:

(a) The fondling or other erotic touching of human genitals, pubic region, buttocks, anus or female breasts;

(b) Sex acts, normal or perverted, actual or simulated, including intercourse, oral copulation or sodomy;

(c) Masturbation, actual or simulated; or

(d) Excretory functions as part of or in connection with any activities set forth in subsections (a) through (c) of this definition.

Tax and license manager: The person designated by the city to act as tax and license manager, regardless of such person's official Title with the city.

Topless bar: Any establishment which is required to hold a liquor license under Arizona law and which offers semi-nude performers as entertainment.

Topless bar performer: Any employee of a topless bar who appears semi-nude at such bar.

Viewing room: Any room, booth or area where a patron of an adult business would ordinarily be positioned while watching a film, video cassette or other video reproduction.

(Ord. No. 2076, § 1, 5-11-99)

Sec. 21.2-5. - Compliance with administrative regulations.

The chief of police and the tax and license manager may adopt such rules and regulations as they deem necessary to implement and enforce the provisions of this chapter; provided that such rules and regulations are consistent with this chapter and are approved by the city manager. All persons who are required to be licensed under this chapter shall comply with all rules and regulations so adopted.

(Ord. No. 2076, § 1, 5-11-99)

Sec. 21.2-6. - Compliance with other laws.

The issuance of an adult business license shall not be construed as authority to engage in any activity which is in violation of any other law or regulation to which such activity is subject, or to conduct activities on any property in violation of the zoning ordinance.

(Ord. No. 2076, § 1, 5-11-99)

Sec. 21.2-7. - Violations.

It shall be unlawful for any person having a duty under this chapter to recklessly or knowingly fail to fulfill that duty, or for any person to otherwise recklessly or knowingly violate any provision of this chapter.

(Ord. No. 2076, § 1, 5-11-99)

Sec. 21.2-8. - Injunction.

The operation of any adult business without the required adult business license shall constitute a nuisance, and any person who operates such business without such license shall be subject to a suit for injunctive relief.

(Ord. No. 2076, § 1, 5-11-99)

Sec. 21.2-9. - Severability.

If any provision of this chapter is for any reason held to be invalid or unenforceable by any court of competent jurisdiction, such determination shall not affect the validity of the remaining provisions of this chapter, all of which are hereby declared to be severable from each other.

(Ord. No. 2076, § 1, 5-11-99)

Secs. 21.2-10—21.2-19. - Reserved.

ARTICLE II. - LICENSES

Sec. 21.2-20. - Classification of businesses and employees.

(a) Adult businesses shall be classified as follows:

(1) Adult arcades;

(2) Adult bookstores or novelty stores;

(3) Adult cabarets;

(4) Adult motels;

(5) Adult theaters;

(6) Escort bureaus;

(7) Nude model studios;

(8) Semi-nude businesses; or

(9) Topless bars.

(b) Owners, operators and employees of adult businesses shall be classified as follows:

(1) Operators;

(2) Managers;

(3) Adult cabaret performers;

(4) Escorts;

(5) Nude models;

(6) Semi-nude business performers;

(7) Topless bar performers; or

(8) Other employees or persons associated with adult businesses who are not defined as operators and who perform no activities as managers, adult cabaret performers, escorts, nude models, semi-nude business performers or topless bar performers.

(Ord. No. 2076, § 1, 5-11-99)

Sec. 21.2-21. - Licenses required.

(a) Subject to subsections (b) and (c) of this section, it shall be unlawful for any person to:

(1) Operate an adult business without first having obtained an operator's license issued under this chapter;

(2) Operate an adult business at any time without the presence on the adult business premises of a manager who possesses a manager's license and identification card issued under this chapter;

(3) Employ a manager, adult cabaret performer, escort, nude model, semi-nude business performer or topless bar performer who does not possess a manager's, adult cabaret performer's, escort's, nude model's, semi-nude performer's or topless bar performer's license and identification card issued under this chapter; or

(4) Work in an adult business as a manager, adult cabaret performer, escort, nude model, semi-nude business performer or topless bar performer without having first obtained a manager's, adult cabaret performer's, escort's, nude model's, semi-nude performer's or topless bar performer's license and identification card under this chapter.

(b) The provisions of this section shall not apply to organizations providing escort services which are exempt from licensing under section 21.2-81(a).

(c) The provisions of this section shall not apply, for a period of one hundred twenty (120) days after the effective date of the ordinance codified in this chapter, to any person who was operating an adult business within the city, or who was employed as a manager, adult cabaret performer, escort, nude model, semi-nude business performer or topless bar performer within the city, prior to the effective date of the ordinance codified in this chapter; provided that any such operator, manager or employee shall be deemed to be unlawfully operating or working without a license if he or she fails to apply for and obtain all required adult business licenses and identification cards within one hundred twenty (120) days after the effective date of the ordinance codified in this chapter.

(Ord. No. 2076, § 1, 5-11-99)

Sec. 21.2-22. - Separate licenses and fees for separate activities required; exceptions.

(a) If adult businesses of more than one classification are operated at one location, each operator of such businesses shall be required to obtain a separate operator's license, and pay the application and license fees therefor, for each such classification of businesses.

(b) Each operator of an adult business with multiple operators shall obtain a separate operator's license for such business. Only the prime operator of an adult business with multiple operators shall be required to pay the annual license fees for such business. For billing purposes, the tax and license manager may at any time designate and re-designate one operator of an adult business as the prime operator of such business, and all other operators shall be designated as sub-operators of such business. The obligations of a prime operator and a sub-operator under this chapter are the same, except for the payment of any required fees.

(c) An operator of an adult business who also acts as a manager of such business shall be required to obtain separate operator's and manager's licenses for such business; provided that such operator/manager shall be required to pay only the application and license fees applicable to an operator's license for such business.

(d) Only one license is required for each manager of adult businesses, regardless of how many adult businesses or classifications of such businesses he or she is employed by. An adult business manager shall give written notification to the tax and license manager of any change of employment as an adult business manager, no later than ten (10) days after such change.

(e) Only one license, which may be designated as a "performer's/model's license," is required for each adult cabaret performer, nude model, semi-nude business performer or topless bar performer, regardless of how many adult cabarets, nude model studios, semi-nude businesses or topless bars he or she is employed by. Each such employee shall give written notification to the tax and license manager of any change of employment as a performer/model, no later than ten (10) days after such change.

(f) Only one license is required for each escort, regardless of how many escort bureaus he or she is employed by. Each escort shall give written notification to the tax and license manager of any change of employment as an escort, no later than ten (10) days after such change.

(Ord. No. 2076, § 1, 5-11-99)

Sec. 21.2-23. - Issuance standards.

(a) No person shall be licensed under this chapter if such person:

(1) Recklessly or knowingly makes any false or misleading material statement in the course of applying for or renewing an adult business license, for a period of one year after making the false or misleading statement;

(2) Is under the age of eighteen (18) years, provided that any person who is issued a performer's/model's license shall not be permitted to use such license as a topless bar performer until such licensee is at least nineteen (19) years old.

(3) Has been denied an adult business license or had such license revoked in any jurisdiction, for a period of one (1) year following the final denial or revocation decision; or

(4) Subject to subsections (b) and (c) of this section, has been convicted of any of the following offenses under Arizona law or any offense committed under the laws of another state which would constitute one of the following offenses described in Arizona Revised Statutes, title 13, chapters 14, 32, 35 and 35.1, as amended:

a. Indecent exposure.

b. Public sexual indecency; public sexual indecency to a minor.

c. Sexual abuse.

d. Sexual conduct with a minor.

e. Sexual assault.

f. Sexual assault of a spouse.

g. Molestation of child.

h. Continuous sexual abuse of a child.

i. Enticement of person for purpose of prostitution.

j. Procurement by false pretenses of person for purposes of prostitution.

k. Procuring or placing persons in house of prostitution.

l. Receiving earnings of prostitute.

m. Causing spouse to become prostitute.

n. Taking child for purpose of prostitution.

o. Detention of persons in house of prostitution for debt.

p. Keeping or residing in house of prostitution.

q. Pandering.

r. Transporting persons for purpose of prostitution or other immoral purpose.

s. Child prostitution.

t. Production, publication, sale, possession and presentation of obscene items.

u. Coercing acceptance of obscene articles or publications.

v. Furnishing obscene or harmful items to minors.

w. Public display of explicit sexual materials.

x. Films, photographs or motion pictures of minors.

y. Obscene or indecent telephone communications to minors for commercial purposes.

z. Sale or distribution of materials harmful to minors through vending machines.

aa. Commercial sexual exploitation of a minor.

bb. Sexual exploitation of a minor.

cc. Portraying adult as minor.

dd. Admitting minors to public displays of sexual conduct.

ee. Attempt, solicitation, conspiracy or facilitation to commit any of the foregoing offenses.

(b) No person shall be licensed under this chapter for the following periods of time if such person has been convicted of any offenses specified in subsection (a) of this section:

(1) If there is only one (1) misdemeanor conviction, a period of two (2) years after the later of the date of conviction or the date of release from confinement imposed for such conviction;

(2) If there are two (2) or more misdemeanor convictions within a five (5)-year period, a period of five (5) years after the later of the date of the last conviction or the date of release from confinement imposed for any such conviction;

(3) If there is a felony conviction, a period of five (5) years after the later of the date of conviction or the date of release of confinement imposed for the conviction.

(c) The fact that a conviction is being appealed shall have no effect on the disqualification of the applicant.

(Ord. No. 2076, § 1, 5-11-99)

Sec. 21.2-24. - Licenses for businesses owned by non-natural persons.

If an adult business is not owned and operated as a sole proprietorship, the entity which owns such business shall not be required to obtain its own operator's license but each of the following representatives of such entity shall be licensed as an operator of such business:

(a) The president of an owner which is a corporation;

(b) Each general partner of an owner which is a general partnership, limited partnership or limited liability partnership;

(c) Each managing member of an owner which is a limited liability company, or if there are no designated managing members, all members;

(d) Each trustee of an owner which is a trust;

(e) For a corporate owner, any person who is the beneficial owner of at least fifty percent (50%) of the shares of the corporation; or

(f) For a non-corporate owner, any person who shares, directly or indirectly, at least fifty percent (50%) of any financial gain attributable to the owner's business as an owner, proprietor, beneficiary or otherwise.

(Ord. No. 2076, § 1, 5-11-99)

Sec. 21.2-25. - Background checks.

The chief of police or such other employee of the city as he or she may designate shall conduct a criminal history background check for each applicant for an adult business license. Each applicant shall be fingerprinted and photographed as a part of such investigation; provided that any natural person who has been fingerprinted by the city for any licensing purposes within one (1) year from the date of application for another license requiring a background check shall not be required to be fingerprinted a second time.

(Ord. No. 2076, § 1, 5-11-99)

Sec. 21.2-26. - Application for license.

An application for an adult business license shall be made on forms furnished by the city and shall include the following information, to the extent such information is applicable, about the applicant:

(a) The name, address and telephone number of such person;

(b) All aliases, fictitious names and trade names used by such person. If the business is to be conducted under a name other than the legal name of the applicant, the applicant shall furnish copies of the fictitious name certificate recorded with the county recorder and any trade name registered with the Secretary of State;

(c) Each residence address for such person for the five (5)-year period immediately preceding the date of filing the application and the inclusive dates of each such address;

(d) Proof of such person's age by any of the following instruments showing a date of birth:

(1) An unexpired driver's license issued by any state, provided such license includes a picture of the person;

(2) An identification license issued pursuant to Arizona Revised Statutes, section 28-3165;

(3) An armed forces identification card;

(4) An unexpired passport which is issued by a government and which contains a photograph of the person and date of birth; or

(5) Any other identification document issued by a government which has substantial indices of reliability.

(e) Height, weight, color of eyes and hair, and date of birth;

(f) The business, occupation or employment history for the five (5)-year period immediately preceding the filing of the application;

(g) Whether such person has ever been denied any similar license or permit or has had any similar license or permit revoked or suspended and, if so, the name of the jurisdiction denying, revoking or suspending such license or permit and the date of and reasons for such denial, revocation or suspension;

(h) The issuing jurisdiction and effective date of any license or permit issued to such person relating to an adult business;

(i) All prior felony or misdemeanor charges, indictments or convictions for offenses specified in section 21.2-23

(j) A description of all adult business services to be provided;

(k) If the applicant is a representative of a corporation as defined in section 21.2-24, a copy of the articles of incorporation as filed with the corporation commission;

(l) If the applicant is a representative of a limited liability company as defined in section 21.2-24, a copy of the articles of organization filed with the corporation commission;

(m) If the applicant is a representative of a general partnership as defined in section 21.2-24, a copy of any written partnership agreement;

(n) If the applicant is a representative of a limited partnership as defined in section 21.2-24, a copy of the certificate of limited partnership filed with the secretary of state;

(o) If the applicant is a representative of a limited liability partnership as defined in section 21.2-24, a copy of the statement of qualifications filed with the secretary of state;

(p) If the applicant is a representative of a trust as defined in section 21.2-24, a copy of any document by which such trust was created; and

(q) The federal employer's identification number and state tax identification number.

(Ord. No. 2076, § 1, 5-11-99)

Sec. 21.2-27. - Operator's diagram of premises.

(a) This section shall apply to all adult businesses except for adult motels.

(b) In addition to the requirements of section 21.2-26, each application for an operator's license shall include a sketch or diagram showing the configuration of all areas of the proposed adult business premises, unless such sketch or diagram has already been provided to the city by another operator at such premises. The sketch or diagram need not be professionally prepared but shall:

(1) Be oriented to the north or to some designated street or object;

(2) To the extent applicable, show the location of all manager's stations, viewing rooms, video cameras and monitors installed for monitoring purposes, restrooms, general patron areas,

clearly designated areas in which patrons may be present, areas in which patrons are not permitted, stage areas, and any other distinct rooms or areas on the premises; and

(3) Be drawn to a designated scale or with clearly marked dimensions sufficient to show the dimensions of all areas of the interior of the premises to an accuracy of plus or minus one (1) foot.

(Ord. No. 2076, § 1, 5-11-99)

Sec. 21.2-28. - Initial inspection of premises; operator's duties.

An applicant for an operator's license shall make the adult business premises available for inspections by proper city officials during normal work hours prior to issuance of any temporary or annual license pursuant to section 21.2-30. Such inspections may be conducted at any time agreed upon by the city after the filing of an application, regardless of whether such application is complete. If the applicant and the city cannot agree on inspection dates prior to the filing of a complete application, the applicant shall, at such time as the tax and license manager gives the applicant notice that the application is deemed to be complete, immediately give the tax and license manager written notification of at least three different dates and times during normal business hours within the next ten (10) days when the applicant will be available at the business premises for inspection purposes. Failure of an applicant to be at the premises at the times stated in such notice to the tax and license manager shall be grounds for denying an operator's license pursuant to section 21.2-30 until such time as the city is able to perform any required inspections at agreed-upon times.

(Ord. No. 2076, § 1, 5-11-99)

Sec. 21.2-29. - Fees.

(a) The application and license fees for adult business licenses shall be set by resolution. The city may set different application and license fees for an applicant who has not previously been issued an adult business license for the calendar year in which he or she submits an application and an applicant who has been issued an adult business license for the calendar year in which he or she submits an application and who is required to obtain a new license due to a change in the location of his or her business.

(b) Each applicant for an adult business license shall submit a full set of fingerprints to the City of Glendale for the purpose of obtaining a state and federal criminal records check pursuant to A. R. S. § 41-1750 and Public Law (PL) 92-544. The department of safety is authorized to exchange this fingerprint data with the Federal Bureau of Investigation. In addition to any other fees imposed under this article, an applicant for an adult business license issued under this article shall pay an amount necessary to cover the costs of federal fingerprint processing or federal criminal history record information checks. The specific amount of such additional fee shall be set by administrative order based upon information received by the department of public safety, as to the costs of fingerprint processing and record information checks. The additional fees collected pursuant to this subsection shall be transmitted to the department of public safety as required by Arizona Revised Statutes section 41-1750, as amended.

(c) No application or fingerprinting fees paid pursuant to this chapter shall be returned to an applicant if his or her application is withdrawn or denied. No license fee paid pursuant to this chapter shall be returned to a licensee if his or her temporary or annual license is suspended or revoked.

(d) No application for an adult business license shall be deemed complete for purposes of processing the application and issuing a license under section 21.2-30 until all application, fingerprinting and license fees required by this section have been paid.

(Ord. No. 2273 § 6, 7-23-02; Ord. No. 2076, § 1, 5-11-99)

Sec. 21.2-30. - Issuance of temporary and annual licenses; expiration; renewal.

(a) While an application for a manager's, escort's or performer's/model's license is pending, including any appeal of a denial of such license, the applicant shall not file a second application for a license of the same classification. While an application for an operator's license is pending, including any

appeal of a denial of such license, the applicant shall not file a second application for an operator's license of the same business classification for the same location.

(b) No adult business license shall be issued until the applicant has filed a complete application for such license and, if applicable, has complied with section 21.2-28. The tax and license manager shall notify the applicant, orally or in writing, within five (5) days after the filing of an application, whether the city deems the application to be complete or, if not, the additional information the city needs in order for the application to be complete. If an applicant submits additional information to the tax and license manager after receiving notification that his or her application is incomplete, the tax and license manager shall notify the applicant, orally or in writing, within five (5) days after the applicant has submitted all information required by this article, that the application is now deemed to be complete.

(c) The tax and license manager shall approve or deny an application for an adult business license within sixty (60) days after the receipt of a complete application. If the tax and license manager fails to approve or deny the application within such sixty (60)-day period, the application shall be deemed to be approved. The tax and license manager shall approve the application and issue an annual license unless any of the following requirements are not met:

(1) The applicant is disqualified from obtaining a license under section 21.2-23

(2) The applicant fails to comply with section 21.2-28

(3) The applicant is delinquent in the payment of any taxes, fees, fines or penalties imposed upon the applicant relating to any adult business activity of the applicant in the city, and such delinquency is not cured within the sixty (60)-day processing period; or

(4) The applicant's proposed business location is not permitted under the city's zoning ordinance or under any other applicable law.

(d) The tax and license manager shall, no later than fifteen (15) days after the filing of a complete application for an adult business license, issue a temporary license that is valid for a period of sixty (60) days from the date of such application, unless the tax and license manager denies the application within such fifteen (15)-day period pursuant to subsection (c)(1) of this section or denies the issuance of a temporary license pursuant to subsections (c)(2) through (c)(4) of this section. If a temporary license is denied pursuant to subsections (c)(2) through (c)(4) of this section but the applicant cures any such defects in his or her application within the sixty (60)-day processing period, the tax and license manager shall issue a temporary license for the remainder of such sixty (60)-day period at such time as the defects in the application have been cured. The temporary license shall authorize the applicant to perform the services specified in the application while the application is pending, shall expire at the end of the sixty (60)-day processing period without any further action on the city's part, and shall not be extended for any reason beyond such sixty (60)-day period.

(e) Whenever an adult business license is denied, the tax and license manager shall serve a notice of such denial, including the reasons therefor, on the applicant. Such notice shall be personally served on the applicant or mailed to the applicant's last known address by certified mail. The denial shall be deemed effective for appeal purposes upon service or mailing of such notice and may be appealed pursuant to section 21.2-32. If a license is denied, except for a denial of a temporary license pursuant to subsections (c)(2) through (c)(4) and (d) of this section, the applicant may reapply for an adult business license only in accordance with section 21.2-23 (a)(3).

(f) Any annual adult business license shall be valid only for the calendar year in which it is issued. Each such license expires on December 31 of each year and must be renewed on or before January 31 of the following year by filing an application for renewal, paying the applicable renewal fee and submitting and additional documentation required by this chapter. The application, payment for renewal and additional required documentation must be received by the tax and license manager by January 31 to be deemed timely filed.

(g) Persons whose initial applications for adult business licenses are received by the city after March 31 of any year shall be subject to an initial license fee on a prorated basis as follows:

Business Start Date	Proration of License Fee
April 1—June 30	75%
July 1—September 30	50%
October 1—December 31	25%

The applicable proration percentage shall be applied to the annual license fee set by resolution to determine the initial license fee.

(h) Any person who fails to renew an adult business license by January 31 of any year and who conducts any activity covered by such license after such date shall be deemed to be operating without a license, shall be subject to all penalties imposed under this chapter against persons unlawfully operating without a license, and shall be subject to a penalty of fifty percent (50%) of the annual license fee which would have been imposed on the date on which the adult business license expired in addition to payment of the applicable license fee. All license fees and penalties owed by a person pursuant to this subsection must be paid before a new adult business license is issued to such person.

(i) Any person who is required to obtain an adult business license and fails to do so prior to conducting any activity covered by such license shall be subject to a penalty of fifty percent (50%) of the annual license fee which would have been imposed on the date on which such activities commenced in addition to payment of the applicable license fee. All license fees and penalties owed by a person pursuant to this subsection must be paid before an adult business license is issued to such person.

(j) No adult business license shall be renewed unless the licensee is in compliance with all provisions of this chapter at the time of renewal.

(Ord. No. 2076, § 1, 5-11-99)

Sec. 21.2-31. - Revocation or suspension.

(a) The tax and license manager may suspend any adult business license for a specified period not to exceed thirty (30) days, or revoke such license, for any of the following reasons:

(1) The licensee has violated or is not in compliance with sections 21.2-33, 21.2-34, 21.2-35, 21.2-40, 21.2-41, 21.2-42, 21.2-43, 21.2-44, 21.2-45, 21.2-46, 21.2-51, 21.2-52, 21.2-60, 21.2-61, 21.2-71, 21.2-72, 21.2-73, 21.2-74, 21.2-83, 21.2-84, 21.2-85, 21.2-100, 21.2-101, 21.2-102, 21.2-110, 21.2-111, 21.2-112, 21.2-113, 21.2-120, 21.2-131, 21.2-132 or 21.2-133, 21.2-134, or any applicable provisions of the zoning ordinance.

(2) The licensee recklessly or knowingly gives any false or misleading material statement in the course of applying for or renewing a license.

(3) The licensee, or any employee of a licensee, has recklessly or knowingly allowed prostitution on the adult business premises.

(4) The licensee has been convicted of an offense listed in section 21.2-23 for which the applicable time periods for disqualification have not expired.

(5) For an operator or manager, if on two or more occasions within any twelve (12)-month period, any employee of an adult business has committed any of the crimes specified in section 21.2-23 on the adult business premises, and convictions for such offenses have been obtained.

(6) The licensee, or any employee of a licensee, has recklessly or knowingly allowed any act of "sexual intercourse," "oral sexual contact" or "sexual contact," including masturbation, to occur on the adult business premises, as such terms are defined in Arizona Revised Statutes, section 13-1401, as amended. This subsection (a)(6) shall not apply to adult motels unless a licensee,

or any employee of a licensee, recklessly or knowingly allows any act of sexual intercourse, oral sexual contact or sexual contact to occur in a public place or in public view, or unless such licensee or employee recklessly or knowingly allows any act of sexual intercourse, oral sexual contact or sexual contact to occur at the motel, in exchange for any consideration paid or received by any person other than normal fees charged by the motel for room rentals.

(7) The licensee is delinquent for a period of more than thirty (30) days in payment to the city of any taxes or fees related to the adult business.

(b) The fact that a conviction is being appealed shall have no effect on the revocation or suspension of a license.

(Ord. No. 2076, § 1, 5-11-99)

Sec. 21.2-32. - Appeal from denial, revocation or suspension of license.

(a) If the tax and license manager determines that grounds exist for revocation or suspension of an adult business license, he or she shall give written notice of the city's intent to revoke or suspend such license to the licensee, which notice shall contain the reasons for the revocation or suspension and, if applicable, the period of the suspension. Such notice shall either be personally served on the licensee or mailed to the licensee's last known address by certified mail. The notice shall be deemed effective upon personal service of such notice on the licensee or upon mailing of such notice.

(b) No later than twenty (20) days after the service of a notice of denial or a notice of intent to revoke or suspend an adult business license, the applicant or licensee may provide to the tax and license manager a written response to such notice, which shall include a statement of reasons why the license should not be denied, revoked or suspended and which may include a request for an administrative hearing on the denial, revocation or suspension. If an applicant does not file a written response to a notice of denial within such twenty (20)-day period, the applicant shall be deemed to have waived any appeal rights he or she would otherwise have under subsections (c) through (i) of this section. If a licensee does not file a written response to a notice of intent to revoke or suspend within such twenty (20)-day period, the tax and license manager shall revoke or suspend the license in accordance with such notice and shall serve a final notice of revocation or suspension on the licensee. Such final notice shall be personally served on the licensee or mailed to the licensee's last known address by certified mail. A revocation or suspension shall be deemed to be effective upon personal service of the final notice on the licensee or upon mailing of such notice.

(c) If the applicant or licensee files a timely written response to a notice of denial or a notice of intent to revoke or suspend an adult business license, the tax and license manager shall, within fifteen (15) days after receiving the response:

(1) Withdraw the notice of denial or notice of intent to revoke or suspend by sending the applicant or licensee written notice of such withdrawal, if the tax and license manager determines from the response that a notice of withdrawal is appropriate; or

(2) Schedule an administrative hearing before a hearing officer on the notice of denial or notice of intent to revoke or suspend, if the applicant or licensee has requested such hearing; or

(3) Schedule an administrative hearing before a hearing officer on the notice of denial or notice of intent to revoke or suspend, if the tax and license manager desires such hearing based on a written response which does not include a request for hearing; or

(4) Forward a copy of the notice of denial or notice of intent to revoke or suspend, and the applicant's or licensee's written response thereto, to a hearing officer for a ruling on the written record, if neither the applicant or licensee nor the city requests an administrative hearing.

(d) If a licensee files a timely written response to a notice of intent to revoke or suspend, the revocation or suspension shall not take effect until after the hearing officer issues a written ruling on such response and, if the hearing officer upholds the revocation or suspension, the city serves a final notice of revocation or suspension on the licensee. Such final notice shall be personally served on the licensee or mailed to the licensee's last known address by certified mail. The revocation or

suspension shall be deemed to be effective upon personal service of the final notice on the licensee or upon the mailing of such notice.

(e) If the tax and license manager fails to act in a timely manner in accordance with subsection (c) of this section, the notice of denial or notice of intent to revoke or suspend shall be deemed to be withdrawn without prejudice by the city.

(f) Any hearing held pursuant to subsections (c)(2) or (c)(3) of this section shall be scheduled no later than thirty (30) days after the filing of the applicant's or licensee's written response. The city manager shall appoint a hearing officer to conduct a hearing in accordance with this section. The hearing officer shall not be a member of the city's tax and license division or police department.

(g) Any hearing held pursuant to this section shall be conducted in an informal manner. The hearing officer shall hear such testimony and consider such evidence as is relevant to the determination of all issues relating to the applicant's or licensee's qualifications for obtaining and holding an adult business license. The hearing officer shall not be bound by technical rules of evidence or procedure in conducting the hearing. All parties to the administrative proceeding shall have the right to be represented by counsel, to present witnesses and to cross-examine witnesses. The burden of proof at the hearing shall be:

(1) On the applicant to establish, by a preponderance of the evidence, that he or she meets all of the requirements to obtain a new adult business license; and

(2) On the city to establish, by a preponderance of the evidence, that grounds exist for revoking or suspending an adult business license.

(h) The hearing officer shall render a written ruling no later than thirty (30) days after the completion of the hearing is concluded based on the evidence presented by the city and by the applicant or licensee. If neither the applicant or licensee nor the city has requested a hearing on the applicant's or licensee's written response to a notice of denial or notice of intent to revoke or suspend, the hearing officer shall render a written ruling on such response no later than thirty (30) days after such notice and response are forwarded to the hearing officer. If the hearing officer fails to render a written ruling within the thirty (30)-day period specified in this subsection, a decision in favor of the applicant or licensee shall be deemed to have been rendered.

(i) When the hearing officer's decision to deny, revoke or suspend an adult business license becomes final, the applicant or licensee shall have the right to seek judicial review of the decision by way of special action or other available procedure in the superior court. The city shall consent to an expedited hearing after the filing of the action and service of the appropriate documents on the city.

(Ord. No. 2076, § 1, 5-11-99)

Sec. 21.2-33. - Non-transferability of licenses.

(a) No operator's license shall be transferred between persons or locations. No person shall operate an adult business at any place other than the licensed premises specified in the operator's license.

(b) No adult business license for a manager, adult cabaret performer, escort, nude model, semi-nude business performer or topless bar performer shall be transferred between persons.

(Ord. No. 2076, § 1, 5-11-99)

Sec. 21.2-34. - Display of license.

(a) An adult business operator shall at all times display his or her adult business license in a conspicuous place at the licensed business premises.

(b) A manager, adult cabaret performer, escort, nude model, semi-nude business performer or topless bar performer shall have his or her adult business license readily available for inspection, on his or her person or at the adult business premises, at all times during which he or she is engaging in such licensed business activities within the city and shall display such license upon request to any law enforcement officer or any city official whose duties are related to licensing.

(Ord. No. 2076, § 1, 5-11-99)

Sec. 21.2-35. - Identification cards for adult business employees.

(a) The tax and license manager shall issue to each manager, adult cabaret performer, escort, nude model, semi-nude business performer and topless bar performer an identification card containing a current photograph of such licensee. Each identification card shall expire on December 31 of the year in which it is issued, except for temporary identification cards which specify a different expiration date. The licensee shall obtain a new identification card on or before January 31 of the following year by presenting himself or herself to the tax and license division for photographing.

(b) At all times that a licensee is acting as a manager, adult cabaret performer, nude model, semi-nude business performer or topless bar performer, such licensee shall have his or her identification card readily available for inspection at the adult business premises. A manager, adult cabaret performer, nude model, semi-nude business performer or topless bar performer shall display his or her identification card upon request to any law enforcement officer or any city official whose duties are related to licensing.

(c) At all times that a licensee is acting as an escort, such licensee shall carry his or her identification card on his or her person. An escort shall display his or her identification card upon request to any person considering doing business with such licensee or to any law enforcement officer or any city official whose duties are related to licensing.

(Ord. No. 2076, § 1, 5-11-99)

Secs. 21.2-36—21.2-39. - Reserved.

ARTICLE III. - ADDITIONAL REGULATIONS

DIVISION 1. - IN GENERAL

Sec. 21.2-40. - Periodic inspections.

(a) It shall be unlawful for any adult business licensee to refuse to permit any law enforcement officer or any city official whose duties are related to licensing to inspect the videotapes of monitoring required to be made and maintained under section 21.2-51, or to refuse to permit such officer or official to inspect the adult business premises, for purposes of ensuring compliance with this chapter, at any time such premises are occupied or open for business.

(b) The provisions of this section shall not apply to areas of an adult motel which are currently being rented to a customer for use as a temporary or permanent habitation.

(Ord. No. 2076, § 1, 5-11-99)

Sec. 21.2-41. - Loitering; exterior lighting and monitoring requirements.

It shall be the duty of the operator and manager of any adult business to:

(a) Initiate and enforce a "no loitering" policy within the external boundaries of the real property upon which such business is located.

(b) Post conspicuous signs stating that no loitering is permitted on such property.

(c) Designate an employee to monitor the activities of persons on such property at all times such business is open by visually inspecting such property at least once every thirty (30) minutes or inspecting such property by use of video cameras and monitors. Such video cameras and monitors, if used, shall operate continuously at all times that the premises are open for business, and the monitors shall be installed within a manager's station.

(d) Provide adequate lighting of the exterior premises to allow visual inspection or video monitoring to prohibit loitering.

(Ord. No. 2076, § 1, 5-11-99)

Sec. 21.2-42. - Changes to configuration of premises.

(a) No operator shall make or allow to be made any material change in the configuration of the adult business premises to that configuration on file with the tax and license manager, unless such operator obtains the prior written approval of the tax and license manager for such change. The tax and license manager shall approve any proposed change to the configuration of the premises within thirty (30) days after receiving a complete, written application for such change, unless such change would result in a violation of this chapter. The application for a change in configuration must comply with the requirements of section 21.2-27(b) in order to be deemed a complete application.

(b) In addition to the tax and license manager's approval for changes in the configuration of the adult business premises, the operator shall obtain all building permits and approvals from other city departments that may be necessary for such changes to the business premises.

(Ord. No. 2076, § 1, 5-11-99)

Sec. 21.2-43. - Licensee's duty to update information.

Any adult business licensee shall, within ten (10) days after a material change to any information provided by such license in applying for and renewing his or her license, provide the tax and license manager with a written notice of such change. Any change of address provided by the licensee pursuant to this section shall be deemed to be the licensee's last known address for purposes of serving any notices on the licensee which are required or permitted under this chapter, until such time as the licensee provides the tax and license manager with further written notices of address changes pursuant to this section.

(Ord. No. 2076, § 1, 5-11-99)

Sec. 21.2-44. - Operator's duty to ensure compliance by managers.

(a) An adult business operator shall not allow any employee to work as a manager of such business until such employee has displayed to the operator a valid adult business manager's license and identification card. The operator shall require that all persons employed as managers maintain current licenses and identification cards at all times during which such employees work at the adult business. On or before January 31 of each year, the operator shall verify with each manager that such employee has renewed his or her manager's license and identification card.

(b) The provisions of this section shall not apply, for a period of one hundred twenty (120) days after the effective date of the ordinance codified in this chapter, to persons who were operating adult businesses within the city prior to such effective date.

(Ord. No. 2076, § 1, 5-11-99)

Sec. 21.2-45. - Duty to monitor restrooms.

(a) If any restroom on the adult business premises is open to and may be locked by patrons using such restroom, it shall be the duty of the adult business operator and manager to regularly monitor such restroom to ensure that no more than one person is using such restroom at any time and that no illegal activities take place in such restroom.

(b) For any restroom on the adult business premises which is not covered by subsection (a) of this section, it shall be the duty of the operator and manager to regularly monitor such restroom to ensure that no illegal activities take place in such restroom.

(Ord. No. 2076, § 1, 5-11-99)

Secs. 21.2-46 – Operating requirements:

An adult business at which performers disrobe or perform in an unclothed state shall disable the ability of any automatic teller machines and point-of-sale terminals on the business' premises to accept the electronic benefit transfer card or process an electronic benefit transfer card transaction.

Secs. 21.2-47—21.2-49. - Reserved.

DIVISION 2. - ARCADES

Sec. 21.2-50. - Non-applicability to adult motels.

The provisions of this division shall not apply to any adult motel, except to the extent that a portion of the motel premises are operated as an adult arcade in addition to the general operations of the motel.

(Ord. No. 2076, § 1, 5-11-99)

Sec. 21.2-51. - Regulations for exhibition of explicit films by arcades.

Any adult arcade shall comply with the following requirements:

(a) Restrooms shall not contain any video reproduction equipment.

(b) It shall be the duty of the operator and manager to ensure that each viewing room is visible from a continuous main aisle and remains unobstructed by any doors, curtains, walls, merchandise, display racks or other materials or enclosures at all times that any patron is present in the premises and to ensure that no patron is permitted access to any areas of the premises which have been designated, in the operator's current diagram of the premises submitted under sections 21.2-27 and 21.2-42, as an area in which patrons will not be permitted. The provisions of this subsection shall not apply to any adult business that is required or elects to comply with the provisions of section 21.2-52

(c) The interior premises, with the exception of any viewing rooms and the aisles contiguous to each viewing room, shall be equipped with overhead lighting fixtures of sufficient intensity to illuminate every place to which patrons are permitted access at an illumination of not less than one (1) foot-candle as measured at the floor level. Each viewing room and the aisles contiguous to such viewing room shall be illuminated with lighting fixtures of sufficient intensity to provide an illumination of not less than 0.75 foot-candle as measured at three (3) feet above floor level. It shall be the duty of the operator and manager to ensure that the illumination described above is maintained at all times that the premises are open for business.

(d) It shall be the duty of the operator and manager to ensure that no act of "sexual intercourse," "oral sexual contact" or "sexual contact," including masturbation, as defined in A.R.S. section 13-1401, as amended, occurs on the adult business premises.

(e) It shall be the duty of the operator and manager to ensure that no more than one person is present in a viewing room at any time. No person shall enter a viewing room that is occupied by another person.

(f) It shall be the duty of the operator, manager and any employee who discovers two or more patrons in a viewing room or discovers any person making or attempting to make an opening of any kind between viewing rooms to immediately remove such person from the premises.

(g) It shall be the duty of the operator, manager and any employee who discovers an opening of any kind between viewing rooms to immediately secure such rooms, and to prevent entry into them by any patron until such time as the wall between the rooms has been repaired to remove the opening. Removal and repair of openings between viewing rooms shall be in a manner that is as structurally substantial as the original wall construction.

(h) It shall be the duty of the operator and manager, during each business day, to regularly inspect the walls between viewing rooms for openings of any kind.

(i) It shall be the duty of the operator and manager to initiate and enforce a "no loitering" policy in viewing rooms.

(j) It shall be the duty of the operator and manager to post conspicuous signs in well-lighted entry areas of the business stating all of the following:

(1) That no loitering is permitted in viewing rooms.

(2) That the occupancy of viewing rooms is limited to one person.

(3) That sexual intercourse, oral sexual contact and sexual contact, including masturbation, are prohibited.

(4) That the making of openings between viewing rooms is prohibited.

(5) That violators will be required to leave the premises.

(6) That violations of subsections (j)(1) through (j)(4) are unlawful.

(k) It shall be the duty of the operator and manager to ensure that floor coverings in viewing rooms are nonporous, easily cleanable surfaces, with no rugs or carpeting.

(l) It shall be the duty of the operator and manager to ensure that all wall surfaces and seating surfaces in viewing rooms, restrooms, or other rooms or areas providing patron privacy, are constructed of or permanently covered by nonporous, easily cleanable material.

(m) It shall be the duty of the operator and manager to ensure that the premises are clean and sanitary at all times. Cleaning procedures shall include all of the following:

(1) The operator and manager shall maintain a regular cleaning schedule, documented by appropriate logs, and shall employ sufficient personnel to assure the establishment is clean.

(2) The operator and manager shall provide an employee to check all areas for trash, body fluids and excrement and to promptly remove such materials and clean all areas with a disinfectant. All solid waste generated by the business shall be collected from the premises for disposal at a lawful solid waste disposal facility at least once each week. Prior to collection, solid waste shall be stored in a manner that prevents access by animals or members of the public and that will not facilitate the creation of a health nuisance.

(3) Thorough cleaning of the entire interior of any viewing room shall be done using a disinfectant. Cleaning shall include floors, walls, doors, seating, monitors, video cameras, windows and other surfaces.

(n) It shall be the duty of the operator and manager to monitor the number of occupants in each viewing room. Monitoring shall be accomplished by one of the following methods:

(1) The manager shall designate employees to monitor the number of occupants in each viewing room by visually inspecting the interior of each viewing room at least once every thirty (30) minutes. A designated employee shall be on the premises at all times the business is open to the public. The manager shall make a record of the monitoring required by this subsection by use of video cameras and video recorders, which shall be operated continuously at all times that the premises are open for business. The manager shall make a videotape of such monitoring that shall provide a constant and current date and time display. The manager shall maintain and, upon request by any law enforcement officer or any city official whose duties are related to licensing, make available for inspection and copying the most recent seventy-two (72) hours of videotape of the monitoring required by this subsection (n)(1). Such officer or official may use the videotapes of monitoring for law enforcement and licensing purposes only. The videotapes shall be returned to the manager within thirty (30) days after delivery to the officer or official unless the videotapes are required as evidence. If the videotapes are required as evidence, the officer or official shall make a copy of the videotapes for the manager upon the manager's request. If a video camera or video recorder is not in operation for any reason, then it shall be the duty of the operator, manager and any designated employee to immediately secure each viewing room monitored by such equipment and prevent entry into the viewing room by any patron until such time as the equipment is repaired and fully operational; or

(2) The manager shall designate employees to monitor the number of occupants in each viewing room by use of video cameras, video recorders and monitors that provide an ability to inspect the interior of each viewing room. A designated employee shall be on the premises at all times the business is open to the public. The monitors shall be installed within a manager's station of thirty-two (32) square feet or less of floor area. The video

cameras, recorders and monitors shall be operated continuously at all times that the premises are open for business. The manager shall keep a record of the monitoring required by this subsection (n)(2) by making a videotape of such monitoring that shall provide a constant and current date and time display. The manager shall maintain and, upon request by any law enforcement officer or any city official whose duties are related to licensing, make available for inspection and copying the most recent seventy-two (72) hours of videotape of the required monitoring. Such officer or official may use the videotapes of monitoring for law enforcement and licensing purposes only. The videotapes shall be returned to the manager within thirty (30) days after delivery to the officer or official, unless the videotapes are needed as evidence. If the videotapes are needed as evidence, the officer or official shall make a copy of the videotapes for the manager upon the manager's request. If a video camera, monitor or recorder is not in operation for any reason, then it shall be the duty of the operator, manager and any designated employee to immediately secure each viewing room monitored by such equipment and prevent entry into the viewing room by any patron until such time as the equipment is repaired and fully operational; or

(3) The operator and manager shall comply with section 21.2-52

(o) It shall be the duty of the operator and manager to ensure that any seating within a viewing room is designed so as to accommodate only one person.

(Ord. No. 2076, § 1, 5-11-99)

Sec. 21.2-52. - Configuration of premises for new adult arcades.

(a) The provisions of this section shall apply to any adult arcade that is established after the effective date of the ordinance codified in this section. For purposes of this section, "established" shall mean any of the following:

(1) The opening of an adult arcade as a new business;

(2) The conversion of any existing business to an adult arcade; or

(3) The expansion, extension or enlargement of the floor area of any viewing rooms in an adult arcade beyond the floor area previously occupied by such rooms.

(b) Any adult arcade that is established prior to the effective date of the ordinance codified in this section may elect to comply with section 21.2-52(c) in lieu of complying with sections 21.2-51(b) and (n).

(c) Any adult arcade which is specified in subsection (a) of this section shall comply with the following requirements:

(1) The interior of the premises shall be configured in such a manner that there is an unobstructed view from a manager's station of every area of the premises, including the interior of each viewing room but excluding restrooms, to which any patron is permitted access for any purpose.

(2) If the premises have more than one manager's station designated, then the interior of the premises shall be configured in such a manner that there is an unobstructed view of each area of the premises, including the interior of each viewing room but excluding restrooms, to which any patron is permitted access for any purpose from at least one (1) of the manager's stations.

(3) A manager's station shall not exceed thirty-two (32) square feet of floor area. The view required by this subsection (c) must be by direct line of sight from the manager's station.

(4) It is the duty of the operator to ensure that at least one (1) manager is on duty and situated in each manager's station at all times that any patron is on the premises.

(5) It shall be the duty of the operator and manager to ensure that the view area specified in this subsection (c) remains unobstructed by any doors, curtains, walls, merchandise, display racks or other materials at all times that the business is open, and to ensure that no patron is permitted access to any area of the premises which has been designated as an area in which

patrons will not be permitted in the operator's current diagram of the premises submitted pursuant to sections 21.2-27 And 21.2-42

(Ord. No. 2076, § 1, 5-11-99)

Secs. 21.5-53—21.2-59. - Reserved.

DIVISION 3. - BOOKSTORES OR NOVELTY STORES

Sec. 21.2-60. - No sexual conduct allowed.

It shall be the duty of the operator and manager to ensure that no act of "sexual intercourse," "oral sexual contact" or "sexual contact," including masturbation, as defined in A.R.S. section 13-1401, as amended, occurs on the adult business premises.

(Ord. No. 2076, § 1, 5-11-99)

Sec. 21.2-61. - Trash.

It shall be the duty of the operator and manager, at least once every eight (8) hours during each business day, to inspect the outside of the adult business premises for trash and, if any trash is found, to pick up such trash for proper disposal.

(Ord. No. 2076, § 1, 5-11-99)

Secs. 21.2-62—21.2-69. - Reserved.

DIVISION 4. - CABARETS

Sec. 21.2-70. - Definitions.

The following words, terms and phrases, when used in this division, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Clearly designated area in which patrons may be present: That portion of the adult business premises, excluding lobbies and restrooms, which is available to any member of the general public lawfully on the premises without payment of any consideration other than a cover charge or other consideration payable to gain admittance to the premises generally.

(Ord. No. 2076, § 1, 5-11-99)

Sec. 21.2-71. - Manager's duty to ensure compliance by performers.

(a) An adult cabaret manager shall not allow any person to work as an adult cabaret performer on the adult business premises until such person has displayed to the manager a valid adult cabaret performer's license and identification card. The manager shall require that all persons employed as adult cabaret performers maintain current licenses and identification cards at all times during which such persons work at the adult cabaret. On or before January 31 of each year, the manager shall verify with each adult cabaret performer that such person has renewed his or her license and identification card.

(b) The provisions of this section shall not apply, for a period of one hundred twenty (120) days after the effective date of the ordinance codified in this chapter, to persons who were employed as adult cabaret managers or performers within the city prior to such effective date.

(Ord. No. 2076, § 1, 5-11-99)

Sec. 21.2-72. - Regulations for businesses featuring nudity or live performances.

An adult business which features persons who appear in a state of nudity or live performances which are characterized by the exposure of specified anatomical areas or by specified sexual activities shall be operated in accordance with the following regulations:

(a) An employee shall not appear in a state of nudity or engage in a live performance that is characterized by the exposure of specified anatomical areas or by specified sexual activities except upon a stage elevated at least eighteen (18) inches above floor level. All parts of the

stage in which the employee appears in a state of nudity or performs shall be a distance of at least three (3) feet from all parts of the clearly designated area in which patrons may be present. The stage shall be separated from the clearly designated area in which patrons may be present by a barrier or railing, the top of which is at least three (3) feet above floor level. No employee appearing in a state of nudity or engaging in such live performance, and no patron, may extend any part of his or her body over and beyond the barrier or railing.

(b) No employee shall perform an act which constitutes or simulates sexual intercourse, masturbation, sodomy, bestiality, oral copulation, flagellation or any sexual acts which are prohibited by law.

(c) No employee may touch the breasts, buttocks, anus or genitals of any other person.

(d) No patron, using any part of his or her body including the hands, may knowingly make contact with the breasts, buttocks, anus or genitals of any employee.

(e) A patron may not place any money on the person or in or on the costume of an employee, provided that incidental hand-to-hand contact occurring during the act of tipping while the patron is in the clearly designated area in which patrons may be present is not prohibited.

(f) A person below the age of eighteen (18) years may neither observe a person in a state of nudity in a live performance on the premises of an adult business, nor appear in a state of nudity in a live performance on the adult business premises.

(g) A sign, in the following form, shall be posted near the entrance of the adult business in such a manner as to be clearly visible to patrons upon entry:

RULES AND REGULATIONS

1. You must be at least 18 years of age to enter these premises.
2. No patron may place any money on the person of, or on the costume of, an employee of this business.
3. Hand-to-hand tipping of employees is permitted.
4. No patron may touch or make contact with the breasts, buttocks, anus or genitals of any employee of this business.

(h) No person may be employed who is under the age of eighteen (18) years.

(i) All performances shall be visible to a manager in a manager's station by direct line of sight. No patron shall be permitted in a manager's station at any time.

(j) The adult business shall provide training to all employees which shall consist of:

(1) A description of the clearly designated area in which patrons may be present and the stage area in which performances may be conducted for the business.

(2) Written verification from each employee, to be kept on the adult business premises, that he or she has received a current copy of this chapter 21.2 from the manager or that he or she already has such current copy.

(3) Written verification from each employee, to be kept on the adult business premises, that he or she has received a current copy of Arizona Revised Statutes, title 13, chapters 14, 32, 35 and 35.1 from the manager or that he or she already has such current copy.

(Ord. No. 2076, § 1, 5-11-99)

Sec. 21.2-73. - Employee index.

An adult cabaret operator and manager shall maintain on the adult business premises at all times an index of all adult cabaret performers employed by such business during the last two (2) years. Such index shall be made available for inspection on the business premises, upon demand, to any law enforcement officer or any city official whose duties are related to licensing. The adult cabaret may require such officer

or official to complete an inspection log with name, serial or badge number, title, time, date and purpose for the inspection.

(Ord. No. 2076, § 1, 5-11-99)

Secs. 21.2-74- Operating requirements – Use of EBT Prohibited:

An adult cabaret operator shall disable the ability of any automatic teller machines and point-of-sale terminals on the business' premises to accept the electronic benefit transfer card or process an electronic benefit transfer card transaction.

Secs. 21.2-75 - 21.2-79. - Reserved.

DIVISION 5. - ESCORT BUREAUS

Sec. 21.2-80. - Definitions.

The following words, terms and phrases, when used in this division, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Escort patron: A customer or any person who contracts with, employs or for consideration hires an escort bureau, escort runner or escort for purposes of hiring an escort.

Offer to provide acts of sexual conduct: To offer to provide sexual conduct to a patron, including any conversations, advertisements and acts which would lead a reasonably prudent person to conclude that such acts were to be provided.

Open office: An office at the licensed escort bureau address from which escort business is transacted; to qualify as an open office it is required that:

(a) Business hours be established and posted and that the office be open to the public, patrons or prospective patrons during such business hours and, if different from the posted hours, during the hours of 9:00 a.m. to 4:00 p.m. on all days that escort services are being provided;

(b) Each manager has the authority to bind the bureau to escort and patron contracts and resolve patron and consumer complaints;

(c) All telephone lines and numbers listed to the escort bureau or advertised as escort bureau numbers terminate at the open office and at no other location; and

(d) All business records be kept in the open office including records of escort calls and referrals, stating the name and address, including hotel or motel room, of the patron, the date and time of referral, name of escort sent, whether the referral resulted in an escort service and the total fee received from the patron.

Service-oriented escort: Any escort who:

(a) Operates from an open office; and

(b) Does not employ or use any escort runner; and

(c) Does not advertise that sexual conduct will be provided or work for an escort bureau which so advertises; and

(d) Does not offer, agree to provide, or provide sexual conduct.

Service-oriented escort bureau: Any escort bureau which:

(a) Maintains an open office at an established place of business; and

(b) Does not employ or use any escort runner; and

(c) Does not advertise, offer, agree to provide, or provide sexual conduct to a patron; and

(d) Employs only licensed escorts.

Sexual conduct: Engaging in the commission of an act of sexual intercourse, oral-genital contact or the touching of the sexual organs, pubic region, buttocks, anus or female breast of a person for the purpose of arousing or gratifying the sexual desire of another person.

Sexually oriented escort: Any escort who:

(a) Employs any escort runner; or

(b) Is employed by or is referred to a patron by a sexually oriented escort bureau; or

(c) Advertises that sexual conduct will be provided, or is employed by or is referred to a patron by an escort bureau which so advertises; or

(d) Solicits, offers, agrees to provide, or provides acts of sexual conduct to an escort patron; or

(e) Accepts an offer to provide acts of sexual conduct for any consideration in addition to the consideration charged by the escort bureau.

Sexually oriented escort bureau: Any escort bureau which:

(a) Engages in advertising to make the prospective patron believe that acts of sexual conduct will be provided; or

(b) Uses as escorts persons known to have violated the law regarding prostitution within the last five (5) years; or

(c) Does not maintain an open office; or

(d) Employs or uses any escort runner; or

(e) Offers, agrees to provide, or provides acts of sexual conduct to a patron; or

(f) Employs or refers unlicensed escorts; or

(g) Does not deliver contracts to every patron; or

(h) Employs, refers or provides to a patron a sexually oriented escort.

(Ord. No. 2076, § 1, 5-11-99)

Sec. 21.2-81. - Applicability to certain organizations and agencies.

(a) Notwithstanding any other provision of this chapter to the contrary, the following persons are exempt from licensing pursuant to this chapter:

(1) Any organization which is qualified for exemption from taxation of income under Arizona Revised Statutes, sections 43-1201 (1), (2), (4), (5), (6), (7), (10) or (11), as amended;

(2) Any profession, occupation and business which is licensed by the State of Arizona or any political subdivision thereof pursuant to a specific statute or ordinance, which performs an escort bureau function as a service incidental to the primary function of such business and which does not hold itself out to the public as an escort bureau; and

(3) Any employee of any such business who performs escort functions as a service incidental to the primary function of such business and who does not hold himself or herself out to the public as an escort.

(b) Any employment agency licensed by the state which provides escorts must obtain a license as required by this chapter.

(Ord. No. 2076, § 1, 5-11-99)

Sec. 21.2-82. - Escort runners and sexually oriented escort bureaus prohibited.

(a) It shall be unlawful for any person to operate, manage or be employed by a sexually oriented escort bureau within the city, regardless of any license which such person may hold, including any escort bureau's or escort's licenses issued under this chapter.

(b) It shall be unlawful for any person to act as an escort runner within the city.

(Ord. No. 2076, § 1, 5-11-99)

Sec. 21.2-83. - Manager's duty to ensure compliance by escorts.

(a) An escort bureau manager shall not allow any employee to work as an escort until such escort has displayed to the manager a valid escort's license and identification card. The manager shall require that all persons employed as escorts maintain current licenses and identification cards at all times during which such escorts work for the escort bureau. On or before January 31 of each year, the manager shall verify with each escort that such licensee has renewed his or her license and identification card.

(b) The provisions of this section shall not apply, for a period of one hundred twenty (120) days after the effective date of the ordinance codified in this chapter, to persons who were employed as escort bureau managers or escorts within the city prior to such effective date.

(Ord. No. 2076, § 1, 5-11-99)

Sec. 21.2-84. - Escort bureau duties; local open office required.

(a) An escort bureau manager shall provide to each patron a written contract and receipt of payment for services. The contract shall clearly state the type of services to be performed, the length of time such services shall be performed, the total amount of money such services shall cost the patron, and any special terms or conditions relating to the services to be performed.

(b) The escort bureau shall operate only from an open office located within Maricopa County. The street address of that office shall be included in all patron contracts. The escort bureau operator or manager shall not provide private rooms or booths where the patron may meet with the escort at the open office or at any other location.

(c) The escort bureau operator and manager, in terms of licensing consequences, are responsible for the acts of all of their employees, including managers, telephone receptionists, and escorts who are referred by such bureau while the escort is with the patron.

(d) The escort bureau operator and manager shall maintain at the open office at all times an index of all escorts employed by such business during the last two (2) years. Such index shall be made available for inspection, upon demand, to any law enforcement officer or any city official whose duties are related to licensing. The escort bureau may require such officer or official to complete an inspection log with name, serial or badge number, title, time, date and purpose for the inspection.

(Ord. No. 2076, § 1, 5-11-99)

Sec. 21.2-85. - Prohibited activities.

It shall be unlawful for any person to engage in any of the following activities within the city:

(a) Acting as an escort, furnishing or offering to furnish escorts, or conducting business as an escort bureau or escort under any name not listed in such person's license.

(b) Operating as an escort bureau on the same premises at which is located a cocktail lounge, bar, liquor store, telephone answering service, adult arcade, adult bookstore, adult cabaret, adult motel, adult theater, nude model studio, semi-nude business or topless bar, or soliciting business as an escort while on such premises.

(c) Providing an escort to an individual under eighteen (18) years of age unless the escort bureau or escort first obtains express written authorization for the provision of such services from such minor's parent or legal guardian.

(d) Publishing, disseminating or displaying, directly or indirectly, by hire, contract or otherwise, in or on any newspaper, magazine, publication, radio, television, telephone or other advertising media any oral or written statement, photograph, picture, drawing, sketch or pictorial representation which would suggest to a reasonable and prudent person that sexual conduct or nudity is offered or provided by an escort or escort bureau.

(e) Providing or offering to provide sexual conduct, nudity or semi-nudity as a part of the business of an escort bureau or escort.

(Ord. No. 2076, § 1, 5-11-99)

Secs. 21.2-86—21.2-89. - Reserved.

DIVISION 6. - MOTELS

Sec. 21.2-91. - Short-term rentals; presumption of adult business.

Evidence that a sleeping room in a hotel, motel or similar commercial establishment has been rented and vacated more than once in a period of time that is less than ten (10) hours creates a rebuttable presumption that the establishment is an adult motel as defined in section 21.2-4.

(Ord. No. 2076, § 1, 5-11-99)

Sec. 21.2-92. - Sub-renting by non-licensees prohibited.

It shall be unlawful for any person who rents a sleeping room in an adult motel to sub-rent such sleeping room to another patron.

(Ord. No. 2076, § 1, 5-11-99)

Secs. 21.2-93—21.2-99. - Reserved.

DIVISION 7. - NUDE MODEL STUDIOS

Sec. 21.2-100. - Regulations for studios featuring nudity.

A nude model studio which features persons who appear in a state of nudity shall comply with all regulations concerning adult cabarets set forth in section 21.2-72.

(Ord. No. 2076, § 1, 5-11-99)

Sec. 21.2-101. - Manager's duty to ensure compliance by models.

(a) A nude model studio manager shall not allow any employee to work as a nude model until such employee has displayed to the manager a valid nude model's license and identification card. The manager shall require that all persons employed as nude models maintain current licenses and identification cards at all times during which such employees work for the nude model studio. On or before January 31 of each year, the nude model studio manager shall verify with each nude model that such person has renewed his or her license and identification card.

(b) The provisions of this section shall not apply for a period of one hundred twenty (120) days after the effective date of the ordinance codified in this chapter, to persons who were employed as nude model studio managers or models within the city prior to such effective date.

(Ord. No. 2076, § 1, 5-11-99)

Sec. 21.2-102. - Employee index.

A nude model studio operator and manager shall maintain on the adult business premises at all times an index of all nude models employed by such business during the last two (2) years. Such index shall be made available for inspection on the business premises, upon demand, to any law enforcement officer or any city official whose duties are related to licensing. The nude model studio may require such officer or official to complete an inspection log with name, serial or badge number, title time, date and purpose for the inspection.

(Ord. No. 2076, § 1, 5-11-99)

Secs. 21.2-103—21.2-109. - Reserved.

DIVISION 8. - SEMI-NUDE BUSINESSES

Sec. 21.2-110. - Manager's duty to ensure compliance by performers.

(a) A semi-nude business manager shall not allow any employee to work as a semi-nude business performer until such employee has displayed to the manager a valid semi-nude business performer's license and identification card. The manager shall require that all persons employed as semi-nude business performers maintain current licenses and identification cards at all times during which such employees work for the semi-nude business. On or before January 31 of each year, the semi-nude business manager shall verify with each semi-nude business performer that such person has renewed his or her license and identification card.

(b) The provisions of this section shall not apply, for a period of one hundred twenty (120) days after the effective date of the ordinance codified in this chapter, to persons who were employed as semi-nude business managers or performers within the city prior to such effective date.

(Ord. No. 2076, § 1, 5-11-99)

Sec. 21.2-111. - Semi-nude business performers; prohibited activities.

It is unlawful for a semi-nude business performer, while working on the adult business premises, to recklessly or knowingly:

(a) Use his or her hands, or any other part of his or her body, to make contact with the breasts, buttocks, anus or genitals of any other person.

(b) Permit his or her breasts, buttocks, anus or genitals to make contact with any other person.

(c) Perform an act which constitutes or simulates sexual intercourse, masturbation, sodomy, bestiality, oral copulation, flagellation or any sexual acts which are prohibited by law.

(d) Display any portion of the areola of the female breast, or any portion of his or her pubic hair, anus, vulva or genitals.

(e) Permit a patron to place any money on his or her person or on his or her costume, provided that incidental hand-to-hand contact occurring during the act of tipping shall not be unlawful.

(Ord. No. 2076, § 1, 5-11-99)

Sec. 21.2-112. - Employee index.

A semi-nude business operator and manager shall maintain on the adult business premises at all times an index of all semi-nude performers employed by such business during the last two years. Such index shall be made available for inspection on the business premises, upon demand, to any law enforcement officer or any city official whose duties are related to licensing. The semi-nude business may require such officer or official to complete an inspection log with name, serial or badge number, title, time, date and purpose for the inspection.

(Ord. No. 2076, § 1, 5-11-99)

Sec~~s~~. 21.2-113 – Operating requirements – Use of EBT Prohibited:

The operator of a semi-nude business at which performers disrobe or perform in an unclothed state shall disable the ability of any automatic teller machines and point-of-sale terminals on the business' premises to accept the electronic benefit transfer card or process an electronic benefit transfer card transaction.

Secs. 21.2-114 - 21.2-119. - Reserved.

DIVISION 9. - THEATERS

Sec. 21.2-120. - Regulations for exhibition of explicit films by theaters.

Any adult theater shall comply with the following requirements:

(a) Restrooms shall not contain any video reproduction equipment.

(b) It shall be the duty of the operator and manager to ensure that no act of "sexual intercourse," "oral sexual contact" or "sexual contact," including masturbation, as defined in A.R.S. section 13-1401, as amended, occurs on the adult business premises.

(c) It shall be the duty of the operator and manager to post conspicuous signs in well-lighted entry areas of the business stating that sexual intercourse, oral sexual contact and sexual contact, including masturbation, are unlawful and prohibited.

(d) It shall be the duty of the operator and manager to ensure that floor coverings in viewing rooms are nonporous, easily cleanable surfaces, with no rugs or carpeting.

(e) It shall be the duty of the operator and the manager to ensure that all wall surfaces and seating surfaces in restrooms or other rooms or areas providing patron privacy are constructed of or permanently covered by nonporous, easily cleanable material.

(f) It shall be the duty of the operator and the manager to ensure that the premises are clean and sanitary at all times. The operator and manager shall maintain a regular cleaning schedule, documented by appropriate logs, and shall employ sufficient personnel to assure the establishment is clean.

(Ord. No. 2076, § 1, 5-11-99)

Secs. 21.2-121—21.2-129. - Reserved.

DIVISION 10. - TOPLESS BARS

Sec. 21.2-130. - Definitions.

The following words, term and phrases, when used in this division, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

General patron area: That portion of the licensed premises, excluding lobbies and restrooms, which is available to any member of the general public lawfully on the premises without payment of any consideration other than a cover charge or other consideration payable to gain admittance to the premises generally.

Licensed premises or premises: The meanings as provided in Arizona Revised Statutes, section 4-101.

(Ord. No. 2076, § 1, 5-11-99)

Sec. 21.2-131. - Topless bar performers; prohibited activities.

(a) It is unlawful on the licensed premises for a topless bar performer, while performing in the general patron area or upon any stage or in any other location used for performing by such performer, to recklessly or knowingly:

(1) Use his or her hands, or any other part of his or her body, to make contact with the breasts, buttocks, anus or genitals of any other person.

(2) Permit his or her breasts, buttocks, anus or genitals to make contact with any other person.

(3) Perform an act which constitutes or simulates sexual intercourse, masturbation, sodomy, bestiality, oral copulation, flagellation or any sexual acts which are prohibited by law.

(4) Display any portion of the areola of the female breast, or any portion of his or her pubic hair, anus, vulva or genitals.

(5) Permit a patron to place any money on his or her person or on his or her costume, provided that incidental hand-to-hand contact occurring during the act of tipping shall not be unlawful.

(b) It is unlawful on the licensed premises for a topless bar performer to perform anywhere other than in the general patron area or in any other location which is entirely visible by direct line of sight from the general patron area.

(c) It is unlawful for any person to work as a topless bar performer unless such person is at least nineteen (19) years old, regardless of whether such person has been issued a performer's/model's license by the city. The topless bar manager shall require all persons to be employed as topless bar performers to display to the manager valid proof of age, in the form of a document specified in section 21.2-26(d), before allowing such persons to work as topless bar performers.

(Ord. No. 2076, § 1, 5-11-99)

Sec. 21.2-132. - Manager's duty to ensure compliance by performers.

(a) A topless bar manager shall not allow any person to work as a topless bar performer on the licensed premises until such person has displayed to the manager a valid topless bar performer's license and identification card. The manager shall require that all persons employed as topless bar performers maintain current licenses and identification cards at all times during which such persons work at the topless bar. On or before January 31 of each year, the manager shall verify with each topless bar performer that such person has renewed his or her license and identification card.

(b) The provisions of this section shall not apply, for a period of one hundred twenty (120) days after the effective date of the ordinance codified in this chapter, to persons who were employed as topless bar managers or performers within the city prior to such effective date.

(Ord. No. 2076, § 1, 5-11-99)

Sec. 21.2-133. - Employee index.

A topless bar operator and manager shall maintain on the licensed premises at all times an index of all topless bar performers employed by such business during the last two (2) years. Such index shall be made available for inspection on the licensed premises, upon demand, to any law enforcement officer or any city official whose duties are related to licensing. The topless bar may require such officer or official to complete an inspection log with name, serial or badge number, title, time, date and purpose for the inspection.

(Ord. No. 2076, § 1, 5-11-99)

Sec. 21.2-134. - Operating requirements – Use of EBT Prohibited:

The operator of a topless bar at which performers disrobe or perform in an unclothed state shall disable the ability of any automatic teller machines and point-of-sale terminals on the business' premises to accept the electronic benefit transfer card or process an electronic benefit transfer card transaction.

Secs. 21.2-135 - 21.2-149. - Reserved.

ARTICLE IV. - LIVE SEX ACT BUSINESSES

Sec. 21.2-150. - Findings and definitions.

(a) Findings.

(1) The operation of a business for purposes of providing the opportunity to engage in, or the opportunity to view, live sex acts is declared to be a disorderly house and a public nuisance per se which should be prohibited.

(2) The operation of a live sex act business contributes to the spread of sexually transmitted diseases.

(3) The operation of a live sex act business is found to be contrary to the public health, safety, welfare and morals.

(4) Evidence in support of these findings may be found in the Sex Clubs, Factual Record and the Sexually Oriented Businesses, Factual Record, Supplement.

(b) In this article, unless the context otherwise requires:

(1) Consideration means the payment of money or the exchange of any item of value for:

a. The right to enter the business premises, or any portion thereof; or

b. The right to remain on the business premises, or any portion thereof; or

c. The right to purchase any item permitting the right to enter or remain on the business premises, or any portion thereof; or

d. The right to a membership permitting the right to enter or remain on the business premises, or any portion thereof.

(2) Live sex act means any act whereby one or more persons engage in a live performance or live conduct which contains sexual contact, oral sexual contact or sexual intercourse.

(3) Live sex act business means any business in which one or more persons may view, or may participate in, a live sex act for a consideration.

(4) Operate and maintain means to organize, design, perpetuate or control. Operate and maintain includes providing financial support by paying utilities, rent, maintenance costs or advertising costs, supervising activities or work schedules, and directing or furthering the aims of the enterprise.

(5) Oral sexual contact means oral contact with the penis, vulva or anus.

(6) Sexual contact means any direct or indirect touching, or manipulating of any part of the genitals, anus or female breast by any part of the body or by any object or causing a person to engage in such contact.

(7) Sexual intercourse means penetration into the penis, vulva or anus by any part of the body or by any object or manual masturbatory contact with the penis or vulva.

(Ord. No. 2059, § 2, 1-26-99; Ord. No. 2076, § 1, 5-11-99)

Sec. 21.2-151. - Live sex act businesses prohibited.

(a) It shall be unlawful for any person to operate and maintain a live sex act business.

(b) Operation of a live sex act business is a public nuisance per se which may be abated by all means authorized by law, including an order of the Glendale municipal court as provided herein.

(1) The city attorney, in the name of the City of Glendale, may apply to the municipal city court for an order permitting the city to abate violations of this section.

(2) After notice to the operator of a live sex act business, the judge shall conduct a hearing and take evidence as to whether a live sex act business is being operated in violation of this section.

(3) If, at the conclusion of the hearing, the judge determines that a live sex act business is being operated in the city in violation of this section, an order shall be entered authorizing the city to abate the violation by closing the business. A copy of the order shall be delivered to the operator of the business and mailed to the owner of the property upon which the business is located.

(c) Nothing in this section shall be construed to apply to the non-obscene presentation, showing or performance of any play, drama, or ballet in any theater, concert hall, fine arts academy, school, institution of higher education or similar establishment as a form of expression of opinion or communication of ideas or information, as differentiated from the promotion or exploitation of sex for the purpose of advancing the economic welfare of a commercial or business enterprise.

(Ord. No. 2059, § 2, 1-26-99; Ord. No. 2076, § 1, 1-26-99)

Legislation Description

File #: 15-435, **Version:** 1

ADOPT AN ORDINANCE AMENDING GLENDALE CITY CODE, CHAPTER 21.2, SEXUALLY ORIENTED BUSINESSES (ORDINANCE) (PUBLIC HEARING REQUIRED)
Staff Contact: Vicki Rios, Interim Director, Finance and Technology

Purpose and Recommended Action

This is a request for City Council to conduct a public hearing, waive reading beyond the title and adopt an ordinance amending Glendale City Code, Chapter 21.2, Sexually Oriented Businesses. The required amendment to the Glendale City Code, Chapter 21.2, Sexually Oriented Businesses, prohibits the use of Electronic Benefit Transfer (EBT) cards at adult businesses at which performers disrobe or perform in an unclothed state.

Background

In 2013, A.R.S. § 46-297 was enacted from HB 2205. This law requires a municipality that licenses or regulates adult oriented entertainment establishments to ensure that adult entertainment establishments at which performers disrobe or perform in an unclothed state in the municipality's jurisdiction disable the ability of automatic teller machines and point-of-sale terminals operated on the business's premises to accept the electronic benefit transfer card or process an electronic benefit transfer card transaction.

A notice of public hearing to be held on June 23, 2015, was published in the Arizona Republic on June 5, 2015. The proposed ordinance was made available for public review at the Clerk's Office.

Analysis

The change to Glendale City Code, Chapter 21.2 Sexually Oriented Businesses, prohibits adult oriented entertainment establishments at which performers disrobe or perform in an unclothed state from operating an automatic teller machine or point-of-sale terminal that accepts electronic benefit transfer cards, retroactive to February 1, 2014.

Previous Related Council Action

At the June 2, 2015 Workshop, Council was briefed on this item.

Budget and Financial Impacts

There is a minimal cost and no fiscal impact to the City.

ORDINANCE NO. 2945 NEW SERIES

AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AMENDING CHAPTER 21.2 (SEXUALLY ORIENTED BUSINESSES) BY PROHIBITING THE USE OF ELECTRONIC BENEFIT TRANSFER (EBT) CARDS AT CERTAIN ADULT BUSINESSES; ESTABLISHING AN EFFECTIVE DATE; AND PROVING PENALTIES FOR VIOLATIONS.

WHEREAS, the City of Glendale regulates adult businesses and sexually oriented businesses in Glendale City Code, Chapter 21.2, Sexually Oriented Businesses; and

WHEREAS, Arizona Revised Statutes § 46-297 was enacted in 2013 and requires municipalities who license or regulate adult oriented business entertainment establishments to implement measures to ensure all adult oriented business entertainment establishment's disable the ability of automatic teller machines and point-of-sale terminals operated on the business's premises to accept the electronic benefit transfer card or process an electronic benefit transfer card transaction; and

WHEREAS, that certain document entitled "Amendments to Glendale City Code, Chapter 21.2, Sexually Oriented Businesses," three copies of which are on file in the office of the City Clerk, was declared to be a public record by Resolution adopted at the June 23, 2015 City Council Voting Meeting; and

WHEREAS, the Glendale City Council held a public hearing on June 23, 2015 and considered the required amendments to Glendale City Code, Chapter 21.2, Sexually Oriented Businesses;

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF GLENDALE as follows:

SECTION 1. An Ordinance of the Council of the City of Glendale, as specified in that certain document known as "Amendments to Glendale City Code, Chapter 21.2, Sexually Oriented Businesses," three copies of which are on file in the office of the City Clerk, which was made a public record by Resolution adopted at the June 23, 2015 City Council Meeting, as is hereby referred to, adopted, and made a part hereof as if fully set out in this ordinance. Pursuant to this Ordinance, the following sections of the Glendale City Code, Chapter 21.2 Sexually Oriented Businesses are amended: 21.2-4, 21.2-31, 21.2-46, 21.2-74, 21.2-113, and 21.2-134.

SECTION 2. This Ordinance's amendment of Sections 21.2-4, 21.2-31, 21.2-46, 21.2-74, 21.2-113, and 21.2-134 of Chapter 21.2 of the Glendale City Code shall be effective on July 24, 2015 and be retroactively applied from and after February 1, 2014.

SECTION 3. Any person who fails to comply with this code, including any provisions of the amendments to Glendale City Code, Chapter 21.2, Sexually Oriented businesses is subject to the following penalties:

Sec. 21.2-31. - Revocation or suspension.

(a) The tax and license manager may suspend any adult business license for a specified period not to exceed thirty (30) days, or revoke such license, for any of the following reasons:

(1) The licensee has violated or is not in compliance with sections 21.2-33, 21.2-34, 21.2-35, 21.2-40, 21.2-41, 21.2-42, 21.2-43, 21.2-44, 21.2-45, 21.2-46, 21.2-51, 21.2-52, 21.2-60, 21.2-61, 21.2-71, 21.2-72, 21.2-73, 21.2-74, 21.2-83, 21.2-84, 21.2-85, 21.2-100, 21.2-101, 21.2-102, 21.2-110, 21.2-111, 21.2-112, 21.2-113, 21.2-120, 21.2-131, 21.2-132 or 21.2-133, 21.2-134, or any applicable provisions of the zoning ordinance.

(2) The licensee recklessly or knowingly gives any false or misleading material statement in the course of applying for or renewing a license.

(3) The licensee, or any employee of a licensee, has recklessly or knowingly allowed prostitution on the adult business premises.

(4) The licensee has been convicted of an offense listed in section 21.2-23 for which the applicable time periods for disqualification have not expired.

(5) For an operator or manager, if on two or more occasions within any twelve (12)-month period, any employee of an adult business has committed any of the crimes specified in section 21.2-23 on the adult business premises, and convictions for such offenses have been obtained.

(6) The licensee, or any employee of a licensee, has recklessly or knowingly allowed any act of "sexual intercourse," "oral sexual contact" or "sexual contact," including masturbation, to occur on the adult business premises, as such terms are defined in Arizona Revised Statutes, section 13-1401, as amended. This subsection (a)(6) shall not apply to adult motels unless a licensee, or any employee of a licensee, recklessly or knowingly allows any act of sexual intercourse, oral sexual contact or sexual contact to occur in a public place or in public view, or unless such licensee or employee recklessly or knowingly allows any act of sexual intercourse, oral sexual contact or sexual contact to occur at the motel, in exchange for any consideration paid or received by any person other than normal fees charged by the motel for room rentals.

(7) The licensee is delinquent for a period of more than thirty (30) days in payment to the city of any taxes or fees related to the adult business.

(b) The fact that a conviction is being appealed shall have no effect on the revocation or suspension of a license.

SECTION 4. If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this _____ day of _____, 2015.

_____
M A Y O R

ATTEST:

_____
City Clerk (SEAL)

APPROVED AS TO FORM:

_____
City Attorney

REVIEWED BY:

_____
Acting City Manager
o_finance_ebt.doc

File #: 15-469, **Version:** 1

REZONING (ZON) APPLICATION ZON15-03 (ORDINANCE): PALM CANYON BUSINESS PARK PLANNED AREA DEVELOPMENT - 17750 NORTH 83RD AVENUE (PUBLIC HEARING REQUIRED)
Staff Contact: Jon M. Froke, AICP, Planning Director

Purpose and Recommended Action

This is a request by Becker Boards LLC for City Council to consider a rezoning application for a portion of the Palm Canyon Business Park. The requested amendment to the existing Planned Area Development (PAD) zoning would permit two 85-foot tall digital billboards along the west side of the Loop 101 north of Bell Road. Staff is requesting Council conduct a public hearing, consider the request by the applicant, and deny the rezoning request as recommended by the Planning Commission.

If the City Council wishes to approve the request, it should conduct a public hearing, waive reading beyond the title and adopt an ordinance for ZON15-03 subject to two stipulations as presented, clarified, and modified to the Planning Commission:

1. Development shall be in substantial conformance to the Palm Canyon Business Park Planned Area Development dated April 2, 2015.

2. Only one static billboard shall be erected prior to the first phase of development.

Background

The property has a General Plan designation of Office. The property is also included in the North Valley Specific Area Plan.

The applicant proposes to amend the permitted land uses for the Palm Canyon Business Park PAD to allow two illuminated digital billboards on the vacant property. The proposed height of each billboard is 85 feet. Sign areas range from 420 square feet to 672 square feet.

The north billboard is proposed to have two faces with a maximum sign area of 672 feet each. These digital signs would be oriented toward the north and southbound lanes of Loop 101. The south billboard, closest to Bell Road, is proposed to have three faces. The two digital billboard faces oriented toward the Loop 101 would have a maximum sign area of 672 feet each; while one sign face would not be digital, oriented to the west, toward Bell Road, and would have a maximum area of 420 square feet.

The south sign would be located approximately 40 feet off of Bell Road, north of the south property line, and the north sign would be located approximately 940 feet north of the south property line. The digital billboards are proposed to be placed within the landscape area previously approved for the Palm Canyon

office buildings.

According to Section 5.900 of the current Zoning Ordinance, sign standards may be established in each PAD subject to Council approval.

As was the case in the previously considered zoning case ZON13-04, the applicant proposes to amend the existing Planned Area Development zoning to permit two 85-foot tall billboards. Unlike the previous rezoning application, the applicant proposes that these billboards be digital, with four faces capable of changing, internally illuminated advertising and one will have a third static face.

Previous Related Council Action

At the June 4, 2015 Planning Commission public hearing, the request for the two billboards was unanimously recommended for denial on a 7-0 vote.

On March 25, 2014, Council voted to deny rezoning application ZON13-04 Palm Canyon Business Park. This proposal last year would have amended the existing Planned Area Development zoning to allow two externally illuminated 85-foot tall static billboards on the property. The proposed sign areas ranged from 420 square feet to 672 square feet.

At the February 6, 2014 Planning Commission public hearing, the request for the two billboards was recommended for denial on a 6-0 vote.

Section 3.801 Re-application of the City's Zoning Code provides that in cases where the amendment has been denied, no application for an amendment for the same or substantially the same request, and, in the case of a map amendment on the same or substantially the same property shall be filed within one hundred eighty (180) days from the date of denial of the amendment. As this period of time has passed, ZON15-03 is permitted to be filed.

On June 26, 2012, the City Council approved a Zoning Text Amendment (ZTA11-01) for digital billboards. The approved ZTA provided a new definition and a new section to enact zoning regulations and establish a set of development standards to regulate digital billboards along the Loop 101 in the Sports and Entertainment District. The ZTA required that digital billboards be limited to sites zoned Planned Area Development (PAD) and requires sites to have at least 1,000 feet of freeway frontage on the Loop 101, as well as a one-third mile (1,760 feet) separation between signs on a single PAD. The ZTA also eliminated static billboards from being located in C-3 (Heavy Commercial) zoning districts.

On October 23, 2007, Council approved GPA06-15 and ZON06-09, which amended the North Valley Specific Area Plan and rezoned the entire 26.1 acre Palm Canyon Business Park, including the portion which is the subject of this rezoning request, resulting in the Office designation for the property.

On the easternmost portion of the property the North Valley Specific Area Plan and companion rezoning case were approved by City Council in 1989 and established a master development plan for the two square mile area adjacent to Bell Road.

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The Planned Area Development zoning was approved subject to 23 stipulations. Stipulation two required the administrative approval of a master sign plan concurrent with the submission of development plans for any portion of the property. Subsequently, the North Valley Development Environmental Signage guidelines were approved and last updated in 1997.

The easternmost portion of the property was annexed into the City in 1979, while portions of the 83rd Avenue Alignment were annexed in 1977, 1999, and 2007. The western portion of the property was deannexed by the City of Peoria and annexed into the City of Glendale in 2007.

Community Benefit/Public Involvement

On March 18, 2015, the applicant held a neighborhood meeting at Arrowhead Elementary School, located at 7490 West Union Hills Drive in Glendale. Approximately 100 residents and interested parties attended the meeting. Numerous questions were asked of the applicant, and statements made in opposition to the placement of billboards. Other than the applicant no one spoke in favor of the billboards. The applicant's Citizen Participation Final Report is attached.

Neighbors and others in the community have raised a number of concerns about the proposed digital billboards. Correspondence concerning the rezoning proposal is attached.

The applicant presented written notifications of support to the Planning Commission on June 4, 2015. Copies of those materials are attached.

In the past, the City of Glendale has worked with the adjoining cities when development occurs near or along city limits, thus the City of Peoria has also commented on this application. The City of Peoria opposes the application. This position is consistent with past opposition on the prior case expressed formally by the Mayor and City Council through a Resolution. The City of Peoria is concerned about locating the southern sign less than 330 feet from the southern property boundary and locating the northern sign within 1,000 feet of a residential subdivision in Peoria. Copies of correspondence from the City of Peoria are attached.

A Notice of Public Hearing was published in *The Glendale Star* on June 4, 2015. Notification postcards of the public hearing were mailed to adjacent property owners and interested parties on June 5, 2015. The applicant posted the property at three locations on May 27, 2015.

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ORDINANCE NO. 2946 NEW SERIES

AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, REZONING PROPERTY FROM PAD (PLANNED AREA DEVELOPMENT) TO PAD AMENDED (PLANNED AREA DEVELOPMENT AMENDED) FOR DEVELOPMENT PLAN ENTITLED "PALM CANYON" LOCATED AT 17750 NORTH 83RD AVENUE; AMENDING THE ZONING MAP; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Glendale Planning Commission held a public hearing on June 4, 2015, in zoning case ZON15-03 in the manner prescribed by law for the purpose of rezoning property located at 17750 North 83rd Avenue from PAD (Planned Area Development) to PAD Amended (Planned Area Development Amended); and

WHEREAS, due and proper notice of such Public Hearing was given in the time, form, substance and manner provided by law including publication of such notice in *The Glendale Star* on May 14, 2015; and

WHEREAS, the City of Glendale Planning Commission did not recommend to the Mayor and the Council the zoning of property as aforesaid; and

WHEREAS, the Mayor and Council held a public hearing on June 23, 2015 on zoning case ZON15-03 in the manner prescribed by law for purpose of rezoning said property; and

WHEREAS, the Mayor and Council desire to rezone the property described on Exhibit A as a PAD Amended in accordance with the Development Plan currently on file with the Planning Department as of the date of this Ordinance.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF GLENDALE as follows:

SECTION 1. That a parcel of land in Glendale, Maricopa County, Arizona located at 17750 North 83rd Avenue is hereby conditionally rezoned from PAD as enacted by Ordinance No. 2594 New Series dated October 23, 2007 to PAD in accordance with the Development Plan currently on file with the Planning Department as of the date of this Ordinance.

SECTION 2. That the rezoning herein provided for be conditioned and subject to the development being in substantial conformance with the development plan and permitted uses contained therein of the Palm Canyon prepared April 2, 2015.

SECTION 3. That the rezoning herein provided for be further conditioned and subject to the following:

1. Development shall be in substantial conformance to the Palm Canyon Business Park Planned Area Development dated April 2, 2015.

2. Only one static billboard shall be erected prior to the first phase of development.

SECTION 4. Amendment of Zoning Map. The City of Glendale Zoning Map is herewith amended to reflect the change in districts referred to and the property described in Section 1 above.

SECTION 5. Effective Date. This Ordinance shall become effective at the time and in the manner prescribed by law.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this _____ day of _____, 2015.

_____
M A Y O R

ATTEST:

_____
City Clerk (SEAL)

APPROVED AS TO FORM:

_____
City Attorney

REVIEWED BY:

_____
Acting City Manager
o_planning_palm canyon.doc

EXHIBIT 'A'

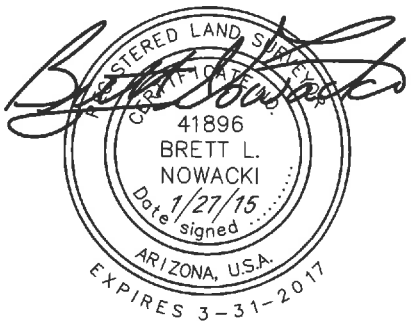
PAD ZONING AMENDMENT AREA LEGAL DESCRIPTION:

THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 4 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 35, FROM WHICH THE NORTHWEST CORNER OF SECTION 35 BEARS NORTH 00 DEGREES 06 MINUTES 54 SECONDS EAST, DISTANT 5302.08 FEET;
THENCE NORTH 00 DEGREES 06 MINUTES 54 SECONDS EAST ALONG THE WEST LINE OF SAID SECTION, A DISTANCE OF 674.98 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF STATE ROUTE LOOP 101 AND THE POINT OF BEGINNING;

THENCE DEPARTING SAID SECTION LINE, NORTH 25 DEGREES 23 MINUTES 19 SECONDS EAST, ALONG SAID WESTERLY RIGHT OF WAY LINE, 255.88 FEET;
THENCE NORTH 22 DEGREES 52 MINUTES 30 SECONDS EAST, ALONG SAID RIGHT OF WAY LINE, 207.58 FEET;
THENCE DEPARTING SAID RIGHT OF WAY LINE, NORTH 67 DEGREES 07 MINUTES 30 SECONDS WEST, 244.85 FEET;
THENCE SOUTH 28 DEGREES 49 MINUTES 05 SECONDS WEST, 550.29 FEET;
THENCE SOUTH 24 DEGREES 17 MINUTES 04 SECONDS WEST, 663.72 FEET TO THE NORTH RIGHT OF WAY LINE OF BELL ROAD;
THENCE SOUTH 89 DEGREES 57 MINUTES 16 SECONDS EAST, 77.15 FEET;
THENCE SOUTH 00 DEGREES 02 MINUTES 44 SECONDS WEST, 30.00 FEET;
THENCE SOUTH 89 DEGREES 57 MINUTES 19 SECONDS EAST, 159.43 FEET;
THENCE NORTH 72 DEGREES 47 MINUTES 53 SECONDS EAST, 64.05 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF STATE ROUTE LOOP 101;
THENCE NORTH 25 DEGREES 23 MINUTES 33 SECONDS EAST ALONG SAID RIGHT OF WAY LINE, 642.88 FEET TO THE POINT OF BEGINNING.

LINE TABLE		
LINE#	LENGTH	DIRECTION
L5	159.43'	S89°57'19"E
L6	64.05'	N72°47'53"E
L46	77.15'	S89°57'16"E
L47	663.72'	S24°17'04"W
L48	550.29'	S28°49'05"W
L49	244.85'	N67°07'30"W
L50	207.58'	N22°52'30"E
L51	30.00'	S00°02'44"W

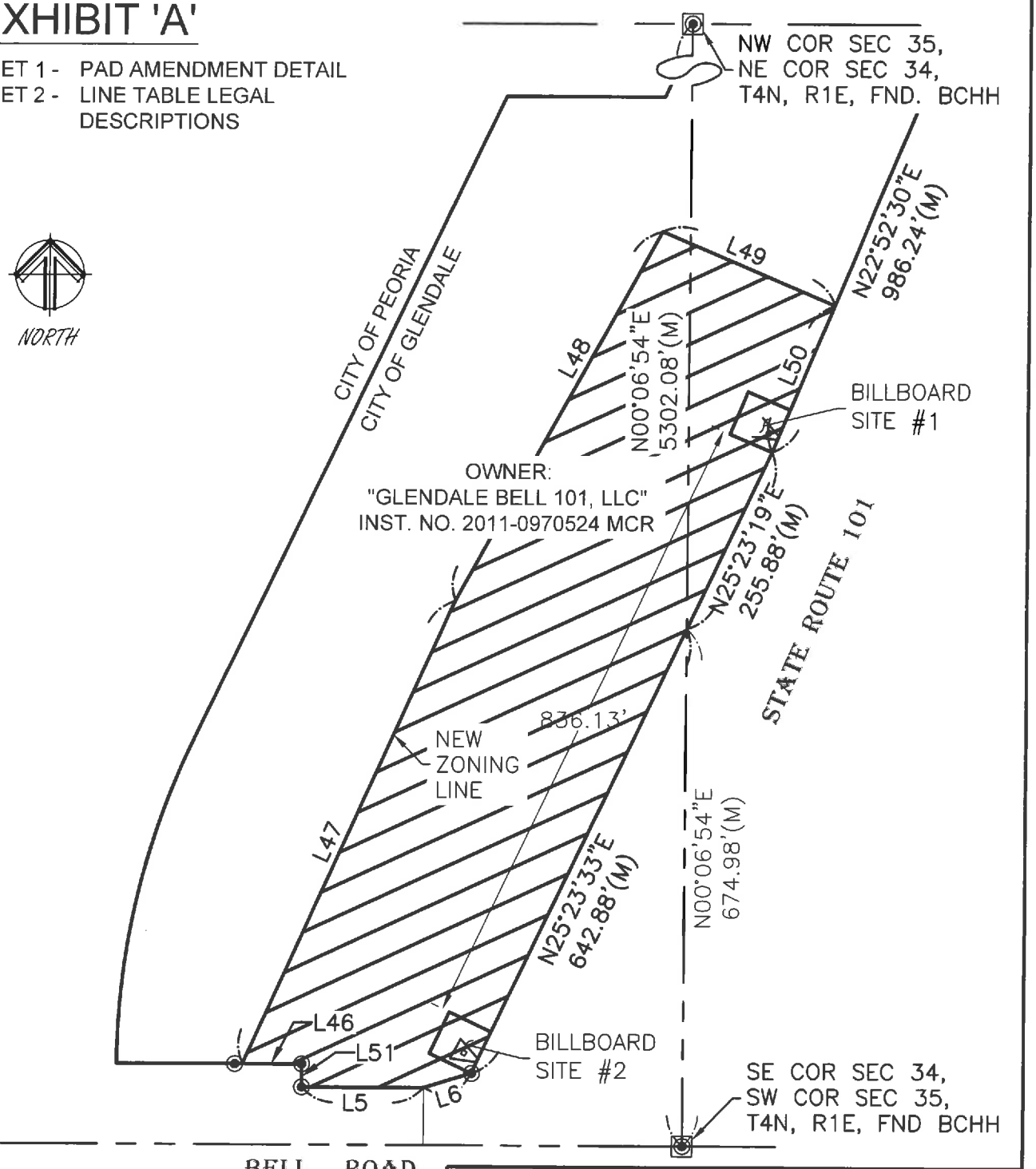


INFINITY ENGINEERING SERVICES, LTD.
PO BOX 88034
PHOENIX, AZ 85080
(602)670-8635 PH. (602)680-4935 FAX

PAD ZONING AMENDMENT EXHIBIT
"GLENDALE BELL 101"
PART OF THE EAST 1/2 OF SECTION 34 AND
PART OF THE WEST 1/2 OF SECTION 35, T. 4N., R. 1E.
JOB NO.: 11-137
JANUARY 27, 2015 SHEET 2 OF 2

EXHIBIT 'A'

SHEET 1 - PAD AMENDMENT DETAIL
SHEET 2 - LINE TABLE LEGAL DESCRIPTIONS

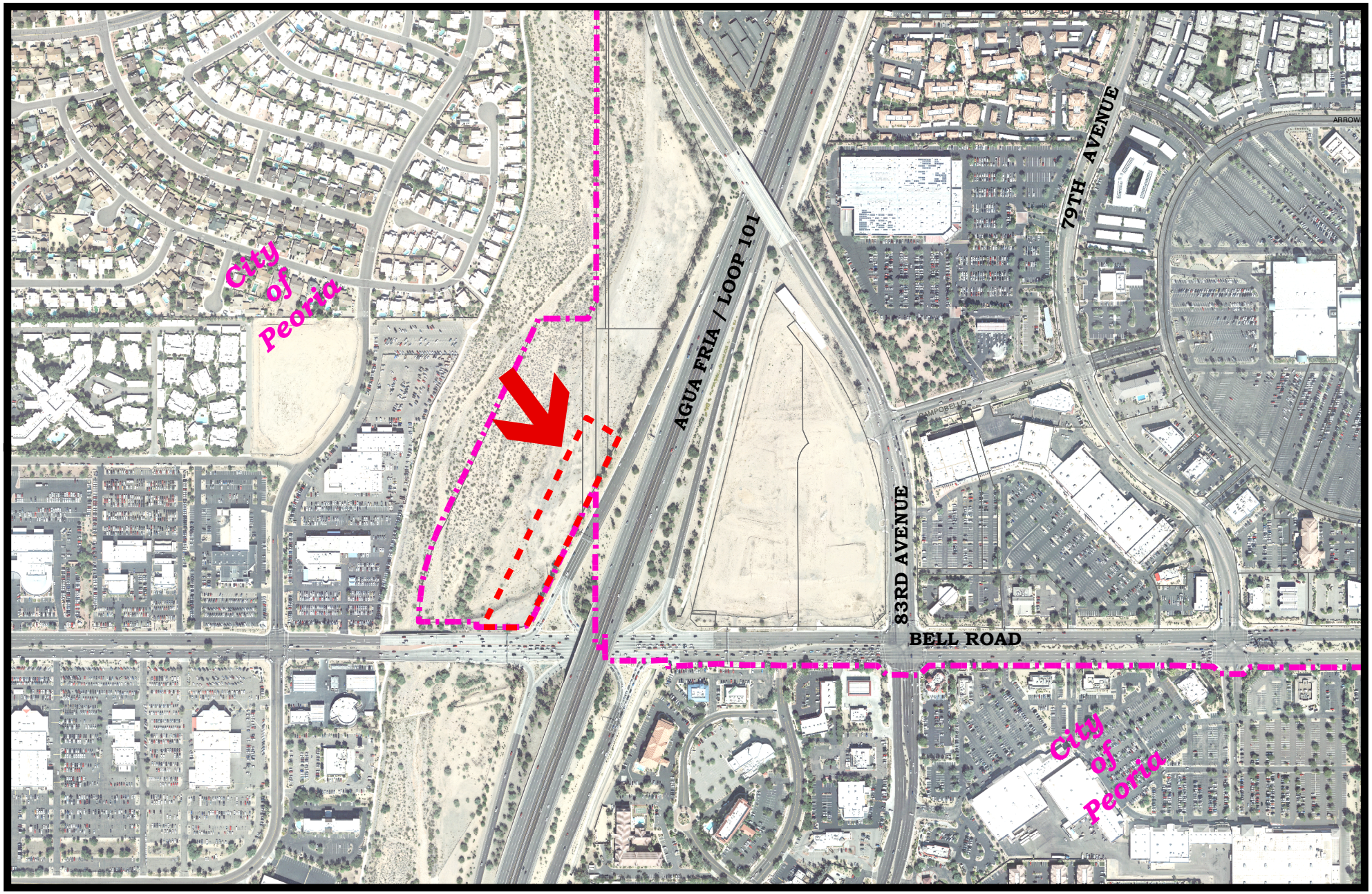


0 200

SCALE 1" = 200'

INFINITY ENGINEERING SERVICES, LTD.
PO BOX 88034
PHOENIX, AZ 85080
(602)670-8635 PH. (602)680-4935 FAX

PAD ZONING AMENDMENT EXHIBIT
"GLENDALE BELL 101"
PART OF THE EAST 1/2 OF SECTION 34 AND
PART OF THE WEST 1/2 OF SECTION 35, T. 4N., R. 1E.
JOB NO.: 11-137
JANUARY 27,2015 SHEET 1 OF 2



Aerial Date: November 2012

GLENDALE AZ

CASE NUMBER

ZON15-03

N

Amendment to a portion of:

Palm Canyon Business Park Planned Area Development

17750 North 83rd Avenue – Glendale, Arizona

Rezoning Request: ZON15-03

April 2, 2015

Developer/Applicant:

Becker Boards Large, L.L.C.
4350 E. Camelback Rd., Suite B-195
Phoenix, AZ 85018
Phone: 602-740-9145
E-mail: MBecker@BeckerBoards.com

Property Owner:

Glendale Bell 101, LLC
8120 East Cactus Road # 300
Scottsdale, AZ 85260

Project Overview

This application seeks to amend the existing Palm Canyon Business Park Planned Area Development ("Palm Canyon") to provide for the addition of two offsite advertising signs with electronic messaging capabilities (as described below) along the eastern boundary of Palm Canyon, adjacent to the Loop 101 (together, the "Billboard Property"). Palm Canyon is located in the westernmost portion of the City of Glendale's North Valley Specific Area Plan (the "Area Plan"), just west of the Agua Fria Freeway ("Loop 101" or "Freeway") and north of Bell Road. *See* Exhibit A – PAD Amendment Legal Description and Map.

In 2007, Glendale approved an amendment to the Area Plan in conjunction with a Planned Area Development ("PAD") Amendment to create the Palm Canyon Business Park Project. These applications changed the land use designation from Light Industrial to General Office and rezoned the property from A-1 (Agricultural) and C-2 (General Commercial) to PAD. As a result of this approval, there is a comprehensive development scheme for the property that will provide for the development of 192,000 square feet of office space. Approval of this application will modify that development scheme to facilitate the addition of the two, proposed signs for the Billboard Property. In all other ways, the PAD and plans for development will remain constant.

Request

A. The Applicant

Becker Boards Large, LLC ("Becker Boards"), was founded in Arizona approximately 6 years ago. It is locally owned and operated. It prides itself on exceptional service, and commitment to the community. This commitment is evidenced by Becker Boards' discounted advertising rates to local businesses (typically discounted by 20%-50%) in addition to public service messaging and free advertising to various charities as part of their standard business model. On its electronic billboards, in addition to donating space to local charities and cities for events, Becker Boards frequently cooperates with state, county and local law enforcement agencies to allow the billboards to be utilized to communicate emergency messaging, such as Amber Alerts, Senior/"Silver" Alerts, police "wanted" ads and the like, at no cost to the community. Amber Alerts are posted whenever law enforcement notifies us that a child has been kidnapped or missing and they want us to post it. Although not required by law to do so, Becker Boards has never denied a request by local law enforcement to post any emergency messaging alerts. The frequency of these requests and postings, is dependent upon the level of criminal activity and requests for assistance from law enforcement.

B. The Application

Palm Canyon Business Park, in its entirety, is 26.1 acres and includes 1,976 feet of direct frontage on the Loop 101 which provides for the potential of a highly visible project. This PAD Amendment covers only 7.42 acres, as shown on Exhibit B – PAD Amendment Area (the "Billboard Property"), and it excludes the portion of the Property that falls within the floodplain. As a result, the PAD Amendment Area is surrounded by the City of Glendale on all sides, with the exception of the southern property boundary. The underlying PAD for the Palm Canyon Business Park still exists including its access to and from 83rd Avenue. Such access is also provided to the Applicant in its perpetual billboard easement with the property owner. Because the Applicant is seeking a rezoning on only a portion of the larger Property, the legal descriptions for the PAD and the Property differ. Nevertheless, because this is a PAD amendment that only impacts a portion of the overall PAD, no land divisions or deeds are required.

The Freeway is elevated 30-40 feet above grade at Bell Road. The addition of the proposed billboards will assist with place-making and branding efforts for Palm Canyon Business Park, and will serve as a catalyst for the remaining development. Peoria was going to use the income from its proposed billboards to help finance the parking garage at P83. Similarly here, if the current property owner develops the property itself, the income stream that it will receive from the billboards will help it obtain financing for it's the development of the project. Lenders like to lend on cash flow. Alternatively, if the current property owner sells the property to another developer, the extra billboard income will allow the current property owner to either sell the balance of the property at a lower price (if the current owner keeps the billboard income) or the buyer can use the billboard income to help finance its project. Prior to the billboards becoming operational, Becker Boards intends to focus its marketing efforts within the City of Glendale to secure local advertising accounts. In addition to the substantial discounts provided to local businesses, Becker Boards will also continue its standard business practice in donating unsold advertising space to the City Police Department, local fire departments, the Arizona Humane Society and numerous other charities and charitable causes to help better the community. Local businesses will be targeted to take advantage of the advertising opportunities the proposed billboards present, leading to sales growth thereby giving a boost to tax revenues for the City and employment growth for nearby businesses who advertise on the billboards. Recently, Becker Boards built a freeway oriented billboard in another high demand but under-served area abutting Chandler at the Loop 202 and Arizona Avenue. On the first day that that board was built, both faces of that billboard were sold to a couple of local car dealerships in that area.

Request Meets the Intent of the City's Zoning Ordinance

Section 5.900 – PAD Planned Area Development, governs all existing Planned Area Developments, including the Palm Canyon project and provides that: 1) any use permitted by the

Ordinance can be permitted in a PAD; and 2) special signage standards found in Section 7.100 of the Ordinance may be established in an approval of a PAD." *See* Section 5.902 – Permitted Uses and Section 5.910 – Signs (emphasis added). Because billboards are specifically permitted by the Ordinance in both the M-1 and M-2 zoning districts, and in PADS, all standards applicable to the uses may be deviated from and specified in a PAD. *See* Sections 7.100 – Signs, 7.106 – Billboards and Section 7.110 – Digital Billboard Signs.

The following analysis establishes that this application meets the intent of the Ordinance, as outlined in Section 5.901 – Purpose, related to PADs.

A. Approval of the application will encourage creative and effective use of land and circulation systems to accommodate changes in land development technologies:

   The proposed development maximizes development technologies for a piece such as this as an office complex. The Billboard Property is adjacent to the Loop 101. The addition of the proposed billboard signs at the proposed Billboard Property within Palm Canyon is both creative and effective in that the rental revenue generated from advertisements will provide the property owner with the revenue necessary to develop the office buildings throughout the business park. In essence, as explained above, the billboards will help "jump start" the development of Palm Canyon. However, because the Applicant does not own either the Billboard Property or the immediately surrounding property, it has no control over its development timeline/schedule.

B. Encourage residential development to provide a mixture of housing types and designs:

   This particular PAD amendment does not have a residential component and therefore, this criterion is not applicable.

C. Encourage innovative development or redevelopment concepts for all land use types to provide a greater variety and intensity of uses:

   As proposed, this amendment increases the variety of uses at the subject site. With the development of billboards onsite, both the Billboard Property and the adjacent Palm Canyon Project property can still be developed to its highest and best use as an office complex while creatively expanding the range of permissible uses to create a new and previously untapped economic opportunity that may provide for development at a faster pace than would otherwise occur.

D. Provide a process which relates the urban design and scale of project to the unique characteristics of the site:

This request does not change the design of the originally approved and amended PAD, but further expands the allowable uses on only the Billboard Property in order to maximize the value of the site's prime Freeway visibility. The request will require no alteration of the proposed parking layout or circulation pattern. The addition of billboards will further build upon the urban brand along the portion of the Loop 101 south of Northern Avenue that the City has encouraged and the urban corridor between Thunderbird Road and Union Hills Drive on the Loop 101. The design standards are tailored to ensure that the billboards are visible but unobtrusive and add to the aesthetics of the site.

In addition to being located directly adjacent to the Freeway, the Palm Canyon property is also bounded by the 83rd Avenue freeway overpass to the northeast, the elevated Loop 101 crossing at Bell Road to the southeast, and the City of Peoria to the south and west. The elevated freeway and overpass are existing visual impediments that will alleviate any visual distraction that may be caused by the proposed billboards. Additionally, Palm Canyon is already impacted by 102 foot power line poles along the southern border and the wash to the immediate west.

E. Require the nature and intensity of development to be supported by adequate utilities, transportation, drainage, and common open spaces to serve the development and to minimize impact on existing or future adjacent development:

This application will not alter the existing utilities, transportation, drainage, or open spaces already contemplated in the Palm Canyon PAD, nor have any measurable impact on existing or future adjacent development. Quoting from the appraisal prepared by First Appraisal Services, Inc., "Therefore, based on the appraisers' physical inspection of the proposed billboard sign sites and surrounding neighborhood, along with factual information provided by the [Applicant] and our experience, we are of the opinion that the two proposed sign sites have no measurable impact on any of the surrounding residential subdivisions . . ." *See*, F-1 for a copy of that appraisal.

F. Encourage development that is consistent with the policies and the guidelines established in any specific plan and the General Plan:

The proposed request furthers the goals of the General Plan, the North Valley Specific Area Plan, and the Palm Canyon Business Park PAD with little or no collateral effect, as that is bounded by the City of Peoria and the Loop 101. The City of Glendale's General Plan states that "[h]elping local businesses grow is a Glendale priority" and that "land use patterns must coincide with transportation improvements". [1] The proposed billboards

[1] Glendale 2025 The Next Step General Plan, effective December 1, 2012, at 6.

will work in harmony with existing transportation infrastructure and will help both the development of the project, and because the Applicant, a local business itself, plans to target Glendale businesses to fill the advertising space, the signs will create an opportunity for local businesses to reach consumers and give drivers a reason to exit the freeway into Glendale. This will positively affect the City's economic growth. Additionally, the North Valley Specific Area Plan calls for urban design elements at the "major intersections at 83rd Avenue along Bell Road . . . to help identify both the entrances to the area as well as entry to the regional center".[2] The design guidelines contained in the Area Plan go on to state that the identity of the planning area will be "strengthen[ed] . . . by signage . . . with hardscape features at entrances into the area and at key locations within".[3] Additionally, as they incorporate the aesthetic elements of the business park, the signs will be keeping in with the design elements of Palm Canyon. The billboards will provide the Palm Canyon property owner with immediate revenue that will be helpful in the development of the office buildings in the proposed business park.

Applicable Design Standards and Guidelines and Ordinance Deviations

This request would allow for the construction and operation of two billboards (with 5 faces in total; two of the freeway oriented faces (one on each billboard) would be initially constructed as digital on one side and static on the other(s), with the right to convert the other 2 static freeway oriented faces to digital in the future) at the locations indicated on Exhibit C. – Aerial Map with Billboard Property Identified. As shown on Exhibit C, the billboard poles are proposed to be located within 300 feet of the Freeway right-of-way, provide maximum visibility from the Loop 101, and allow for the maximum separation from neighboring City of Peoria property owners to the west.

Each face will be designed to the industry standard of 14' x 48', having a maximum sign area of 672 square feet, and a maximum sign height of eighty five (85) feet, with the exception of the third face of the southernmost billboard, facing west towards Bell Road, which will be 14' x 30', having a maximum sign area of 420 square feet. The proposed static face sizes are only 56% of the size of other freeway static billboards currently located in Glendale and are approximately the same size and height above the adjacent Freeway deck as the other digital billboards in the City along the Freeway. *See* Exhibit I - Palm Canyon Sign Package, submitted with this Application.

[2] North Valley Specific Area Plan, Adopted by Glendale City Council December 12, 1989, at 39.
[3] North Valley Specific Area Plan, Adopted by Glendale City Council December 12, 1989, at 44.

The location, materials, color, texture, and mass of the signs will harmonize with the architectural characteristics of the future development at the site. The lower 14 feet of the pedestal supporting each billboard will be wrapped in faux stone to match the natural cut granite façade on the planned office buildings in the Palm Canyon Business Park. The balance of the pole will be wrapped with a decorative cover with color to match the primary building color of the Palm Canyon Business Park. *See* Exhibit I - Palm Canyon Sign Package. Additionally, once the office park development commences, there will be landscaping around each base of the sign at a rate of 15 square feet per linear foot of the proposed billboard.

The billboards will be operated in compliance with all aspects of the Arizona Department of Transportation and the City of Glendale's ordinances and regulations, except as provided in the requested deviations below.

North Sign-Sign No. 1

The north sign, identified as Billboard/Sign No. 1 on the attached exhibits, is proposed to initially have one illuminated sign face oriented northerly to capture views from the southbound Loop 101 Freeway traffic. *See* Exhibit I - Palm Canyon Sign Package. As mentioned previously, each face will be designed to the industry standard of 14' x 48', having a maximum sign area of 672 square feet, and constructed at a maximum height of 85 such that the bottom of the sign is approximately 40 feet above the Freeway deck. This elevation above the deck is consistent with the other City of Glendale billboards along the 101. Billboard/Sign No. 1 will also have approved equipment screening that shall be color coordinated to match the remaining portions of the sign back.

South Sign- Sign No. 2

The south sign, identified as Billboard/Sign No. 2 on the attached exhibits, is proposed near the southern boundary of the Property. As shown in the Palm Canyon Sign Package, the sign will have two faces oriented to the Loop 101, with only the southerly face being digital initially to capture northbound traffic and the other face (oriented northerly) as an illuminated static. A third face, oriented to the west, is proposed to capture eastbound traffic along Bell Road and will utilize the same minimal up-lighting design as the other static faces oriented to the Loop 101. *See* Exhibit I - Palm Canyon Sign Package. Again, each face oriented towards the Freeway will be designed to the industry standard of 14' x 48', having a maximum sign area of 672 square feet, and a maximum sign height of eighty five (85) feet. The third face, facing west towards

eastbound Bell Road traffic, will be 14' x 30', having a maximum sign area of 420 square feet.

Section 7.106 Billboards - Proposed Deviations

Unless this application specifically requests a deviation from the provisions set forth in the City's Zoning Ordinance for billboards, all requirements outlined in Section 7.106 – Billboards, will be met. Due to several unique characteristics the following deviations are warranted:

Section 7.106.A

Billboards are permitted only in the M-1 and M-2 zoning districts.

Through the PAD, any permitted use in the Zoning Ordinance is permitted for inclusion in a PAD. Thus, because Billboards are specifically permitted in two City zoning districts (M-1 and M-2), they may be listed as a permitted use within a PAD, and the standards typically applicable may be altered.

Section 7.106.B

No billboard shall be erected within six hundred sixty (660) feet of the planned or existing freeway, expressway, parkway, right-of-way, or planned corridor, as officially designated by the Arizona Department of Transportation or the City of Glendale.

> *To the extent that we must deviate from Section 7.106.B. to place the signs approximately 30 feet from the adjacent Loop 101 right-of-way, we request the requisite deviation. As discussed above, the proposed billboards are integral to the success of the adjacent Palm Canyon Business Park and key pieces to support future phases of the development. As such, the billboards must be viewable from the Loop 101 and, for the southernmost of the two signs, Bell Road. The Applicant can't meet the 660' spacing standard to the freeway because no portion of the PAD, or the larger Property either for that matter, is that wide. See, Exhibit J.*

Section 7.106.C.

No new billboards may be constructed within the City unless the person desiring to construct such billboard submits evidence to the City that the person has removed an existing billboard. If evidence is submitted that a billboard has been removed after the effective date of this Ordinance, the City shall issue building and sign permits for one (1) new billboard not to exceed the area of the sign which was removed or three hundred (300) square feet, whichever is less. However, if a person submits evidence that in excess of three hundred (300) square feet of billboard area has been removed, by the removal of four (4) or more billboards with an area of

seventy-five (75) square feet or less, the City shall issue building permits for one (1) new billboard with a maximum area of three hundred (300) square feet. Any new billboard shall be erected, constructed, or placed within six (6) months after removal of the billboard(s) it is replacing.

To restrict the market to select sign companies would be an impassable barrier to entry for new companies, and provide an unfair advantage to those companies who are already in the City. The removal clause only perpetuates the monopoly power of the older, larger billboard companies - they use that power to reduce payments to landlords and artificially inflate the cost of billboard advertising because if "removals" are required, they control all future supply - this is, of course, bad for local business who want to advertise and for Glendale property owners who lease space to those billboard companies. The Applicant cannot comply with Section 7.106.C because they do not currently own any billboards in the City although it is the billboard operating company that manages a dual faced billboard within the City's Sports and Entertainment District. As such, it can not remove what is not owned by it. Therefore, as allowed in Section 5.900 - PAD of the Ordinance, the use of billboards is proposed as a part of this request to be added to the allowable uses in the Palm Canyon PAD per the special signage standards defined throughout this request as allowed in Section 5.902 – Permitted Uses of the Ordinance. As critical components of the commercial development on the east side of the Loop 101 between Glendale Avenue and Bethany Home Road, the billboards that were erected there have added to the overall visibility and branding of the area. Moreover, in the PAD case for the 20' x 60' static billboards at Westgate, the removal of what would have been 4,800 square feet of billboards was not required. In light of the public benefits of digital billboards, no billboards were required to be taken down with regard to any of the Freeway digital billboards in Glendale. Thus, deviation from this section is not required in connection with the digital faces of the billboards.

Section 7.106.D.

All billboards erected, placed, or altered within the city shall comply with the following requirements:

2) All billboards shall have landscaping around the base at a rate of fifteen (15) square feet per lineal foot of sign.

No deviation from this requirement is requested in conjunction with this Application. Rather, it is proposed that the timing of the landscaping improvements be clarified. To prevent the unnecessary waste associated with landscaping that is not visible from the Freeway or adjacent roadways, it is proposed that the landscaping be constructed with the first phase of master site plan improvements on the Property.

3) Off-site improvements or appropriate financial assurance as approved by the City shall be required along any abutting street for the full frontage of the property where the billboard is proposed to be located.

The frontage of the Property is located adjacent to the ADOT right-of-way to the east, and Bell Road to the south. Both thoroughfares are fully improved and no offsite improvements are required to serve the Billboard Property. As a result, no deviation to this requirement is necessary.

4) …If no building is located within one hundred (100) feet of the off-premise sign, the sign structure shall be set back in accordance with the setback requirements of the zoning district in which located, but shall not be less than ten (10) feet behind a front property line.

As in typical development of billboard signs and common development practice in other jurisdictions, the Applicant is requesting a zero setback from the property lines for both sign locations. The location of the Billboard faces will be between 13 and 19 feet from the eastern Property boundary as shown on Exhibit C. To the extent that a setback deviation is required to accommodate this location, a zero setback applicable to the sign faces is requested. This deviation from the Zoning Ordinance will also not interrupt the existing drive aisle approved on Exhibit E.1 – Existing Site Plan with Billboard Property Identified. By locating the signs on the property line this will ensure that there is no interference with the approved layout and future development of the Business Park. Because the property has such a unique shape and location the request for zero setbacks is reasonable to allow the owner to develop the site for the intended Business Park.

5) Notwithstanding any other provision in this section, no billboards shall be erected, placed, constructed, or altered within the City which has an area exceeding three hundred (300) square feet or a height exceeding twenty-five (25) feet.

The Outdoor Advertising Association of America (OAAA) advises that freeway billboards have a standard size of 14' x 48'. The subject property, in relation to the north and east improvements, is depressed in relation to the adjoining Freeway height. The Loop 101 has an elevated crossing over Bell Road, raising the surface of the road approximately 30-40 feet above the subject property. As a result, a 25 foot sign height will not rise an adequate distance above the view plane of the vehicular traffic on the Freeway. Further, the 83rd Avenue roadway alignment passes over the Loop 101 creating additional visual barriers to the southbound lanes. Therefore, after the crane study billboard simulation and discussions with City staff, the Applicant would consider reducing its requested overall heights from 85' to as follows; a maximum height of: (i) 70 feet (only approximately 48 feet of which would be above the adjacent freeway grade) for the northernmost sign, and (ii) 75 feet (only approximately 45.5 feet of which would be above the adjacent freeway grade) to place the sign faces such that they are 45 feet above the

highest point of the Freeway. Nevertheless, for the time being, the proposed heights of the Application remain at 85'. The proposed billboards are in fact smaller than other signs in the City. For example, the Freeway billboards at Westgate are 20' x 60' for a total of 1,200 square feet..

Section 7.110 Digital Billboard Signs - Proposed Deviations

Unless this application specifically requests a deviation from the provisions set forth in the City's Zoning Ordinance for digital billboards, all requirements outlined in Section 7.110 – Digital Billboard Signs, will be met. Due to several unique characteristics the following deviations are warranted:

Section 7.110.B.

Placing a Digital Billboard Sign requires the approved Planned Area Development (PAD) to be located in Township 2 North, Range 1 East, Gila ad Salt River Base and Meridian, and to have a minimum of one thousand (1,000) feet of lineal frontage adjacent to SR 101 (Agua Fria Freeway).

Section 7.110 establishes that Digital Billboard Signs are permitted uses in existing PADs, by right, but subject to certain development standards. Section 7.110.B operates to allow Digital Billboard Signs in prior-approved PADs if they are located in Township 2 North, Range 1 East and have 1000 feet of Agua Fria Freeway frontage. If a PAD is not within this location, or the required frontage, the "by right" standards may be deviated from. As the Property is not within the designated area, this application seeks to deviate from that standard to provide that Digital Billboard Signs may be located in accordance with the locations described and depicted on Exhibit C.

Section 7.110.D.

There shall be a minimum distance of one thousand seven hundred sixty (1,760) feet between all Digital Billboard Signs on any single Planned Area Development.

In the larger PAD, the total length of the project is well over 1,760 feet and could therefore accommodate two signs. However, due to the visible obstruction created by the 83rd Avenue overpass and the desire to eliminate the visibility of the Billboards from Glendale residences to the north, the northernmost sign (Sign No. 1) has been placed at the first feasible location south of the 83rd overpass. By pushing the northernmost sign (Sign No. 1) farther south that what Applicant otherwise could of proposed, it made that

sign 897 feet away from the other sign closer to Bell. Interestingly, although the City has a 1,760' spacing standard for digital billboards on the same PAD, that spacing standard does not apply between different PADs and nor does the City have a minimum spacing standard between billboards. Instead, the City requires that no billboard be placed closer than 330' from the edge of its property line thus creating a 660' spacing standard by application. Accordingly, this request seeks to deviate from Section 7.110.D to provide a minimum distance of 1,760 feet between the billboard sign faces on the same PAD. As a frame of reference, the state standard for minimum spacing distance along freeways is 500'. See, Exhibit K.

Section 7.110.E.

All Digital billboard signs must be set back a minimum of three hundred thirty (330) feet from the property line of any adjacent property not a part of the same approved Planned Area Development having frontage on SR 101 (Agua Freeway Freeway).

Section 7.110.E. should not require a 330 foot setback from the southern Property boundary because the property to the south is outside of Glendale's jurisdiction, thereby obviating the primary intent of the provision which was to prevent adjoining Glendale Freeway landowners from blocking each other out by setting their billboards on their adjoining property lines. Peoria is to the immediate south. Because Peoria currently does not allow billboards, there is no adjoining landowner to "protect" thus deviation from the 330' set back requirement is appropriate for the southernmost billboard. The northernmost billboard is set back more than 330' from Palm Canyon's northernmost property line but is less than 330' from the arbitrary property line for this PAD amendment. Nevertheless, because the surrounding property owner of the Palm Canyon property is the same as the PAD property owner, deviation from this standard is appropriate in this instance.

Section 7.110.F.

Maximum sign height, including any supporting structures, for a Digital Billboard Sign must be no more than sixty (60) feet.

The Billboard Property is depressed below the adjacent Freeway, and the Freeway deck rises to between 30 and 40 feet above the Property. Due to the unique characteristics of the Property, more particularly set forth in relation to Section 7.106 above, the Applicant is requesting maximum sign heights of 85'. Nevertheless, the Applicant would consider lowering the heights as follows if acceptable stipulations could be agreed upon: (i) a

maximum sign height of 70 feet for the northernmost billboard (leaving only 48 feet of which is above the adjoining freeway) and 75 feet (leaving only 45.5 feet of which is above the adjoining freeway) for the southernmost billboard.

Section 7.110.N.

No Digital Billboard shall be located within one thousand (1,000) feet of any single residence zoning district including RR-90, RR-45, SR-30, SR-17, SR-12, R1-10, R1-8, R1-7, R1-6, R1-4, R-2, R-3, or property within unincorporated Maricopa County for which a plat was filed and recorded prior to January 1, 2000.

There are no City of Glendale properties, or County properties, falling within the Section 7.110.N. restrictions within 1,000 feet of the Billboard Property. Since the southernmost billboard is more than 1,000 away from any residential no deviation for that billboard is required. However, with regard to the northernmost billboard, to the extent that this Section is interpreted to also apply to residentially zoned land in the City of Peoria property, we request a deviation from this standard for the North Sign only such that the minimum separation is 722 feet from the perimeter of the Bell Park subdivision to the Northernmost Sign. These properties are adjacent to intense commercial uses and are separated from the Billboard Property by the New River Channel- which provides a significant buffer between the residences and the ultimate office development planned for the Property. Eventual development of the site will also help shield the visibility of the billboards from the residential to the West of the property. Also, the faces of the billboards will be oriented towards the Freeway to the east (and away from the residential to the West) and Bell Road with regard to the third face on the South Sign, thereby minimizing any adverse effects from the billboards. In any case, there will be no negative impacts to any Glendale or Peoria residences from a value standpoint. Per the Appraisal Letter by First Appraisal Services, Inc., dated March 13, 2014, and included in this Application as Exhibit F.1, "[t]he location of the two proposed billboard sign sites are so far away from any residential development in either Glendale or Peoria and are such insignificant features that nowhere in any residential appraisal report would they even be mentioned." The Applicant retained two additional appraisers to opine as to this issue and both had consistent conclusions, as did all Realtors and agents referenced in the three reports – i.e., that billboards will have no adverse effect on the property values of any nearby residences including those in Peoria. Copies of those reports are provided as Exhibits F.2 and F.3. The appraisal report by Roger L. Dunlap & Associated, LTD., states that, "This is one of the heaviest traveled intersections in the state . . . The area is noisy, with overhead utilities, bright lights and freeway signs setting the milieu. The downside of a location like this is relatively less privacy and serenity than would be available in a more rural setting."

Exhibit G is a nighttime map from NASA showing that the intersection of Bell and the Freeway is one of the most intensively lit areas in all of greater Phoenix. Thus, although the billboards are less than 1,000' from the closest Peoria homes to the west (at 722 feet to the nearest property boundary), the placement of freeway-oriented billboards at the proposed locations will not defeat any homeowner's reasonable expectations. Consequently, if Section 7.110.N is interpreted to apply to the Billboard Property, we believe a deviation is justified.

Even if all the freeway oriented faces were eventually to become digital, their brightness levels at the midpoint between their closest distances would be well below the generally accepted guidelines. See Exhibit H.

Section 7.110.O.

One Digital Billboard is permitted as a prelude to other development on a PAD. All additional Digital Billboard Signs shall be integrated into the PAD and have a relationship to the development, including common design elements such as styles and materials, and a functional relationship to the structures, parking, and open spaces in the development. The height, location, materials, color, texture, setbacks, and mass of the additional Digital Billboard Signs must be appropriate to the development, the neighborhood, and the community. The architectural character of the proposed additional Digital Billboard Sign shall be in harmony with, and compatible to, structures in the neighboring environment and the architectural character desired for the city, avoiding excessive variety or monotonous repetition. All additional Digital Billboard Signs shall be reviewed only as part of the review of the Master Development Plan of the property and integrated with surrounding buildings and landscaping. Additional Billboard Signs will be permitted only as a part of a comprehensive sign package for the entire PAD which includes common design elements. Digital Billboards must be fully integrated into this comprehensive sign package.

The signs are additions to a comprehensive development scheme and intended to place-make and establish the branding for Palm Canyon. See Exhibit I - Palm Canyon Sign Package. To allow only one sign as a prelude to development would negatively impact the catalyst potential that the signs will facilitate and to apply this restriction is unduly restrictive. Further, because the North Sign is proposed to have only one digital face that is oriented to southbound travelers, and the South Sign will have only one digital face oriented to northbound travelers, limiting the project to one initial sign will negatively impact the city, county and state's ability to use the signs for emergency messages at this location because there would be only one digital face on the one sign and traffic viewing the other static face couldn't be used for emergency messaging. We therefore believe that a deviation from this requirement is warranted. Both the Palm

Canyon Sign Package and Exhibit E demonstrate that the signs harmonize and blend in with the existing development scheme. As shown on Exhibit E.1., with the placement of the billboards as proposed, all the parking, landscaping (except in the small areas where the billboard columns and electrical equipment will be located), retention (except for the insignificant extent caused by displacement due to the pole and electrical equipment) and other elements of the previously approved Palm Canyon Business Park will remain in tact; to the extent that any of the foregoing are impacted, all such requirements will be satisfied when the first phase of the project (after the construction of the billboards) gets developed.

Impact on Adjacent Development

Except as set forth in the immediately preceding section, the billboards contemplated by this PAD Amendment do not alter the building setbacks, façade treatments, open space elements, screening of parking areas, landscaping features, or recreational elements described and planned in the Palm Canyon Business Park. With the exception of the Peoria subdivision northwest of the PAD Amendment, the area is largely regional commercial. Further, the City of Peoria has contemplated allowing billboards on its land just south of Bell Road from the PAD Amendment Property on the other (west) side of the Freeway. Although the billboards will be visible from the Freeway, they will not impede access or require any special accommodation or transitioning as they will be situated on the edge of the developable property adjacent to the Freeway. In this case, the North Sign lies approximately 722 feet east of the nearest City of Peoria lot; located on Coldbrook Avenue. In order to maximize the freeway visibility of the signs, the faces are oriented toward the Loop 101 and Bell Road, away from property owners. The South Sign is proposed over 1,245 feet south of the nearest Peoria resident so the west facing sign. *See* Exhibit D – Separation from Residential Land Uses.

When considering any new development in a commercialized area, one needs to weigh the benefits of any new commercial project with the costs. In the Applicant's opinion, the benefits to small businesses, the City of Glendale, the State, and law enforcement (for public servicing messaging), far outweigh the costs. Three appraisers have opined that the proposed signs will have no negative impact on residential values in Glendale or Peoria. The nearest residential area is the Camden Towne Center apartments on 79th Avenue, more than 1,445 feet northeast of the Billboard Property and on the other side of the Freeway, adjacent to the rear of Costco, which is approximately 30 feet high. Just beyond Costco is the elevated crossing of 83rd Avenue over the Loop 101. Costco, 83rd Avenue, and the elevated nature of the freeway adjacent to the Billboard Property create a visual barrier to the signs. *See* Exhibit D – Separation from Residential Land Uses. All of the property across the Freeway to the east of the subject property is zoned or developed for commercial uses, including the vacant parcel directly adjacent to the Freeway. As explained in Section "B" above, the Applicant (and the existing property owner) believes that the development of the billboards will help spur the development of Palm Canyon rather than delay

it. As stated above, the Applicant cannot provide a timetable for the development of the remainder of the project because the Applicant does not own the property – it only has a perpetual billboard easement to own and operate billboards on the property.

Location, Accessibility, Circulation

The Billboard Property at the Palm Canyon Business Park is ideal for billboards. It offers excellent visibility along Bell Road, which is a major arterial street, and the freeway, which accommodates over 100,000 vehicular trips per day. Access to the billboards for construction and maintenance will be provided via an existing return-type driveway on 83rd Avenue combined with a dirt access roadway and stabilized parking pad until such time as the remainder of the site is developed. Dust control methods will be provided during construction of the billboards. Access to the sign is limited to periodic maintenance, consisting of a single vehicle and as such, no circulation impact is generated by this application. Twenty (20) foot access easements will be provided for each billboard until the property is further developed.

Community Facilities and Services

The development of the billboards will not generate any need for additional schools, libraries, or other support generally created by residential uses or commercial uses. Police and fire will be provided by the City of Glendale. Becker Boards will be constructing a temporary maintenance road for access to the billboards until the balance of the business park develops. The maintenance road will be constructed in accordance with City of Glendale requirements.

Public Utilities and Services

City utility services are not required for the construction or operation of the proposed signs. Arizona Public Service (APS) is the power provider in this area and the necessary designs and infrastructure will be determined during the permitting stage.

Conclusion

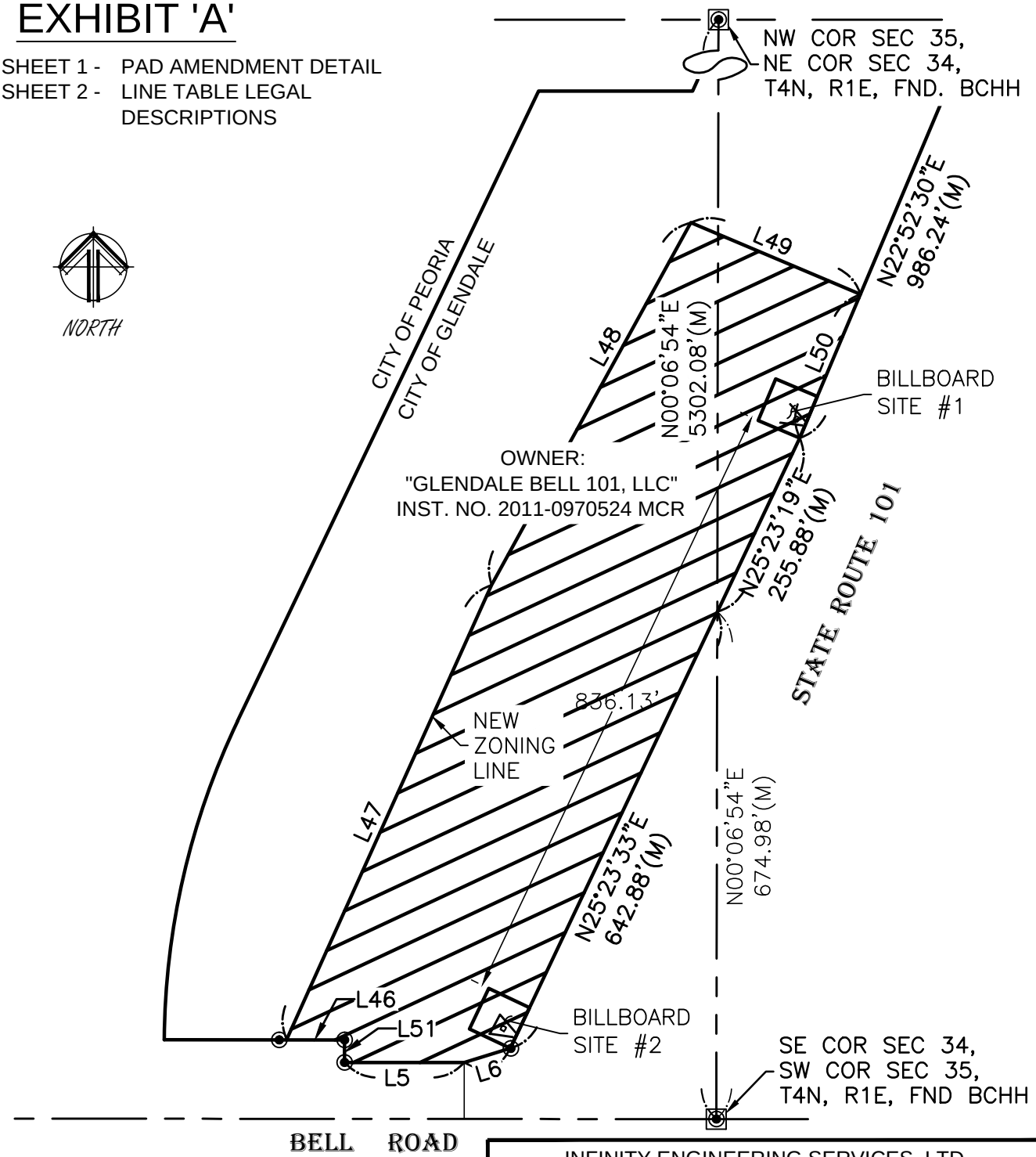
The proposed amendment is permissible under the City of Glendale's Zoning Ordinance and is consistent with other previously approved billboards developed along the Loop 101 freeway in the City of Glendale. If approved, the development of the proposed billboards will enhance the

visibility of the Palm Canyon project, assist with its branding, while also giving businesses an opportunity be visible and increase the notoriety and success of their own brand with this visually and financially accessible marketing medium. And of course, the community stands to benefit from the emergency messaging capabilities that the digital faces can accommodate, the donations of space that Becker Boards makes to charitable organizations and the discounted rates that Becker Boards provides to local businesses. The frequency of posting of ads for charities is dependent upon the number of requests made and space availability. Nevertheless, Applicant knows of no instance where a request for a free ad on one of Applicant's digital displays from a charity was denied. The amount of the discount to local business typically ranges from 20% - 50%.

Altogether, the City of Glendale, local business interests, charitable organizations, community members and Palm Canyon Business Park will reap the benefits of this amendment.

EXHIBIT 'A'

SHEET 1 - PAD AMENDMENT DETAIL
SHEET 2 - LINE TABLE LEGAL DESCRIPTIONS



0 200

SCALE 1" = 200'

INFINITY ENGINEERING SERVICES, LTD.
PO BOX 88034
PHOENIX, AZ 85080
(602)670-8635 PH. (602)680-4935 FAX

PAD ZONING AMENDMENT EXHIBIT
"GLENDALE BELL 101"
PART OF THE EAST 1/2 OF SECTION 34 AND
PART OF THE WEST 1/2 OF SECTION 35, T. 4N., R. 1E.
JOB NO.: 11-137
JANUARY 27,2015 SHEET 1 OF 2

EXHIBIT 'A'

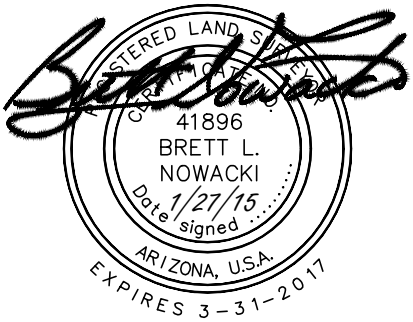
PAD ZONING AMENDMENT AREA LEGAL DESCRIPTION:

THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 4 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 35, FROM WHICH THE NORTHWEST CORNER OF SECTION 35 BEARS NORTH 00 DEGREES 06 MINUTES 54 SECONDS EAST, DISTANT 5302.08 FEET;
THENCE NORTH 00 DEGREES 06 MINUTES 54 SECONDS EAST ALONG THE WEST LINE OF SAID SECTION, A DISTANCE OF 674.98 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF STATE ROUTE LOOP 101 AND THE POINT OF BEGINNING;

THENCE DEPARTING SAID SECTION LINE, NORTH 25 DEGREES 23 MINUTES 19 SECONDS EAST, ALONG SAID WESTERLY RIGHT OF WAY LINE, 255.88 FEET;
THENCE NORTH 22 DEGREES 52 MINUTES 30 SECONDS EAST, ALONG SAID RIGHT OF WAY LINE, 207.58 FEET;
THENCE DEPARTING SAID RIGHT OF WAY LINE, NORTH 67 DEGREES 07 MINUTES 30 SECONDS WEST, 244.85 FEET;
THENCE SOUTH 28 DEGREES 49 MINUTES 05 SECONDS WEST, 550.29 FEET;
THENCE SOUTH 24 DEGREES 17 MINUTES 04 SECONDS WEST, 663.72 FEET TO THE NORTH RIGHT OF WAY LINE OF BELL ROAD;
THENCE SOUTH 89 DEGREES 57 MINUTES 16 SECONDS EAST, 77.15 FEET;
THENCE SOUTH 00 DEGREES 02 MINUTES 44 SECONDS WEST, 30.00 FEET;
THENCE SOUTH 89 DEGREES 57 MINUTES 19 SECONDS EAST, 159.43 FEET;
THENCE NORTH 72 DEGREES 47 MINUTES 53 SECONDS EAST, 64.05 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF STATE ROUTE LOOP 101;
THENCE NORTH 25 DEGREES 23 MINUTES 33 SECONDS EAST ALONG SAID RIGHT OF WAY LINE, 642.88 FEET TO THE POINT OF BEGINNING.

LINE TABLE		
LINE#	LENGTH	DIRECTION
L5	159.43'	S89°57'19"E
L6	64.05'	N72°47'53"E
L46	77.15'	S89°57'16"E
L47	663.72'	S24°17'04"W
L48	550.29'	S28°49'05"W
L49	244.85'	N67°07'30"W
L50	207.58'	N22°52'30"E
L51	30.00'	S00°02'44"W



INFINITY ENGINEERING SERVICES, LTD.
PO BOX 88034
PHOENIX, AZ 85080
(602)670-8635 PH. (602)680-4935 FAX

PAD ZONING AMENDMENT EXHIBIT
"GLENDALE BELL 101"
PART OF THE EAST 1/2 OF SECTION 34 AND
PART OF THE WEST 1/2 OF SECTION 35, T. 4N., R. 1E.
JOB NO.: 11-137
JANUARY 27, 2015 SHEET 2 OF 2

INFINITY ENGINEERING SERVICES, LTD.

BECKER BOARDS .COM

PALM CANYON BILLBOARDS PAD AMENDMENT

"EXHIBIT B - PAD AMENDMENT AREA"

JANUARY 27,2015

JOB NO.: 11-137

INFINITY ENGINEERING SERVICES, LTD.

BECKER BOARDS INC

PALM CANYON BILLBOARDS PAD AMENDMENT

"EXHIBIT C"

"AERIAL MAP WITH BILLBOARD PROPERTY IDENTIFIED"

JANUARY 27,2015

JOB NO.: 11-137

INFINITY ENGINEERING SERVICES, LTD.

BECKER BOARDS .com

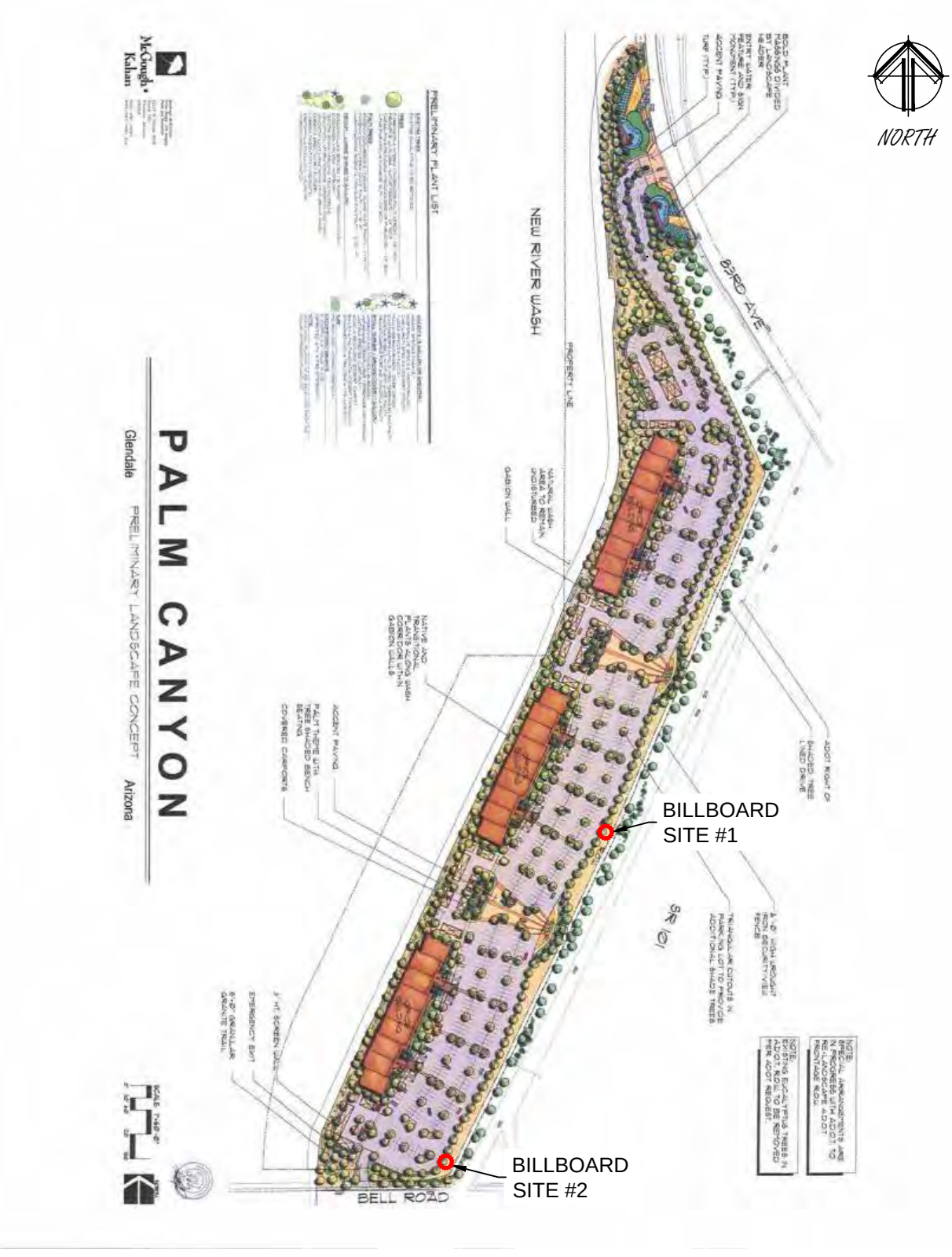
PALM CANYON BILLBOARDS PAD AMENDMENT

"EXHIBIT D"

"SEPARATION FROM ADJACENT LAND USES"

JANUARY 27,2015

JOB NO.: 11-137



INFINITY ENGINEERING SERVICES, LTD.

BECKER BOARDS .COM

PALM CANYON BILLBOARDS PAD AMENDMENT

"EXHIBIT E.1"

"PALM CANYON CONCEPTUAL SITE PLAN"

JANUARY 27,2015

JOB NO.: 11-137

RLD

Roger L. Dunlap & Associates, LTD.

Appraisals • Consulting • Litigation Support

March 30, 2015

Mr. Mark D. Becker
Becker Boards, LLC
4350 East Camelback Road, Suite B-195
Phoenix, AZ 85018

SUBJECT: Valuation services regarding two proposed outdoor advertising structure sites at the northwest quadrant of Bell Road and Loop 101, Glendale, AZ

Dear Mr. Becker:

I have previously submitted a letter to you with my opinion of the impact of two proposed static billboards at the above location, on residential values in the vicinity. Since then, the proposal has changed to include two digital faces.

If the digital faces are oriented to the Loop 101 freeway as proposed, with a screen on the back (west facing) face of the northernmost proposed billboard, my conclusion is the same as before – that there will be no decline in property values in the area from the mere presence of outdoor advertising structures adjacent to the freeway.

The presence of billboards on the nearby freeway would have a negligible influence on the milieu of the neighborhood with its heavily traveled transportation system, heavy commercial and entertainment uses and the plethora of intense lighting. I incorporate all of the information and certification contained in my prior letter.

Sincerely,

Roger L. Dunlap

Roger L. Dunlap, MAI
Certified General Real Estate Appraiser
Arizona Certificate #31062

7720 East Evans Road, Suite 106 • Scottsdale, Arizona 85260-3462
Voice (480) 585-0700 • Toll Free (877) 585-0700 • Fax (480) 585-7343 • E-mail *Roger@RLDLTD.com*

REPORT

An Updated Letter Discussing
the Impact of Two Billboard Sign Sites on Surrounding
Residential Values within the Cities of Glendale and Peoria

Location of Properties:
Along the West Side of the Southbound Loop 101 Freeway
Bell Road Exit Ramp, north of Bell Road
Glendale, Arizona

Date of Letter:
March 30, 2015

Prepared for:
Mr. Mark Becker
Becker Boards, L.L.C.
4350 East Camelback Road, Suite B-195
Phoenix, Arizona 85018

PREPARED BY:
JOHN R. HORTON
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DONALD C. DUNCAN, ASA, SR/WA
JANICE TUCKER, ASA, CRP
TIMOTHY A. HASKINS, ASA
JOHN R. HORTON

March 30, 2015

Mr. Mark D. Becker
Becker Boards, L.L.C.
4350 East Camelback Road, Suite B-195
Phoenix, Arizona 85018

RE: Review of a revised sign site development plan by Becker Board's for their two proposed billboard signs that are to be located along the west side of the southbound Loop 101 Freeway Bell road exit ramp, north of Bell Road within the City of Glendale, Arizona. Becker Board is proposing to change their prior Freeway oriented "static" faces to now having two (2) of the four (4) Freeway oriented faces being "digital/electronic" faces.

Dear Mr. Becker:

In accordance with your request I have reviewed your company's revised (proposed) outdoor advertising sign site plans that result in the change of two (2) of the four (4) Freeway sign faces from "static" to now digital/electronic faces. The two Freeway sign faces to be changed from their prior "static" faces to "digital/electronic" faces will be the north face of the northernmost billboard and the south face of the southernmost billboard. Note: This supplemental letter is considered to be a part of and to be utilized only in conjunction with the prior (attached) report dated March 13, 2014 that was prepared for Becker Boards regarding the *"Impact of two billboard sign sites on surrounding residential values within the Cities of Glendale and Peoria"*.

In summary, our prior report analyzed the potential impact of the two proposed subject billboard/sign sites on the surrounding residential developments with the Cities of Glendale and Peoria. The nearest residential subdivision (Bell Park in Peoria) is located approximately 730 feet from the closest billboard sign site (northern sign site) and 1,280 feet from the southern sign site. The closest residential development within the City of Glendale (Hidden Manor) is located approximately 3,500 feet northeast of the closest sign site (northern sign site). As detailed in First Appraisal Service's prior report, *we concluded that the two proposed sign sites have no measurable impact on any of the surrounding residential subdivisions or to any individual residential value(s) in the neighborhood. In addition, the proposed sign sites would not even warrant a note or discussion in a single-family residential appraisal on any of the surrounding residential properties.*

In analyzing Becker Board's proposed sign face changes from their prior all "static" faces to now having two (2) of the four (4) Freeway faces to be "digital/electronic", my prior opinion that these two billboard sign sites and their respective sign faces have NO measureable impact on the surrounding neighborhoods' residential value remains unchanged. In addition, my opinion that these billboard sign sites would not even warrant a note or discussion in a single-family residential appraisal on any of the surrounding residential properties also remains unchanged.

In conclusion Becker Boards proposed change from all "static" faces to now having two (2) of the four (4) proposed Freeway sign faces to be "digital/electronic" does not change my prior concluded analysis that the locations of these two proposed outdoor advertising sign sites and their respective faces has NO impact on surrounding residential values remains unchanged from my prior report dated March 13, 2014. If your require additional assistance or further clarification please contact me.

Respectfully submitted,

FIRST APPRAISAL SERVICES, INC.

John R. Horton

John R. Horton
Arizona Certified General Real Estate Appraiser No. 31284

REPORT

A Review and Discussion
of the Impact of Two Billboard Sign Sites on Surrounding
Residential Values within the Cities of Glendale and Peoria

Location of Properties:
Along the West Side of the Southbound Loop 101 Freeway
Bell Road Exit Ramp, north of Bell Road
Glendale, Arizona

Date of Report:
March 13, 2014

Prepared for:
Mr. Mark Becker
Becker Boards, L.L.C.
4350 East Camelback Road, Suite B-195
Phoenix, Arizona 85018

PREPARED BY:
JOHN R. HORTON & DONALD C. DUNCAN
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DONALD C. DUNCAN, ASA, SR/WA
JANICE TUCKER, ASA, CRP
TIMOTHY A. HASKINS, ASA
JOHN R. HORTON

March 13, 2014

Mr. Mark D. Becker
Becker Boards, L.L.C.
4350 East Camelback Road, Suite B-195
Phoenix, Arizona 85018

RE: Review and discussion of possible impact of two billboard sign sites on surrounding residential values within the cities of Glendale and Peoria. Project – Becker Boards installation of two billboard signs along the west side of the southbound Loop 101 Freeway Bell Road exit ramp, north of Bell Road.

Dear Mr. Becker:

Pursuant to your request, I have analyzed the potential impact of two proposed billboard/sign sites to be located along the west side of the Loop 101 Freeway, Bell Road exit ramp, north of its intersection with Bell Road on the surrounding residential developments within the cities of Glendale and Peoria. In addition to inspecting the site, I've been provided with line of sight photos and diagrams that outline the distances from several residential developments in the cities of Glendale and Peoria. The nearest residential subdivision (Bell Park in Peoria) is approximately 730 feet from the closest billboard site (northern one) and 1,280 feet from the southern sign site located just north of Bell Road. Note: The closest single-family residential subdivision in Glendale (Hidden Manor) is approximately 3,500 feet northeast of the closest sign site (northern site).

The proposed sign sites are located on an approximate 27.356 acre site owned by Glendale Bell 101, L.L.C., (Maricopa County Assessor parcel numbers 200-42-964A, 005J, 007G, 007K, 009K and 009M). This property is zoned PAD, Planned Area Development by the City of Glendale. Adjacent zoning classifications include: PAD, Planned Area Development to the north and east along the Loop 101 Freeway; along both the east and west sides of 83rd Avenue, north of Bell Road; and in and around the Arrowhead Towne Center (regional mall). To the west, which is within the jurisdictional boundaries of the City of Peoria, the zoning includes C-5, Regional Commercial along the north side of Bell Road and along both the west and east sides of 84th Avenue, north of Bell Road to the single-family subdivision of Bell

Park. North of the C-5 zoning district are commercial classifications of C-2 and PAD with residential classifications of PAD (Bell Park subdivision) and RM-1 to the north of the commercial designated sites. Note: The southern lots of Bell Park (lots 26 – 31) abut an automotive commercial lot (Larry Miller Collision Center) owned by Miller Family Real Estate along their southern property lines.

As detailed above, the subject's immediate neighborhood is predominantly zoned for and is utilized for commercial uses (office, retail, hotels) and, as is exhibited in the attached aerial photos, this area along Bell Road and the Loop 101 Freeway is one of if not the most commercially developed area in northwest Metropolitan Phoenix. Some of the surrounding commercial uses include: Arrowhead Towne Center, regional mall; Arrowhead Towne Center Transit Plaza; North Valley "power" center; Costco; Peoria Sports complex; and numerous automotive dealerships along both sides of Bell Road from the Loop 101 Freeway to 91st Avenue. Some of the substantial physical features in the area include a Freeway overpass at Bell Road and the Loop 101 Freeway; a Freeway overpass at 83rd Avenue (north of Bell Road) and the Loop 101 Freeway; the New River Channel; and the Arrowhead Towne Center, a regional mall.

The nearest residential development (Bell Park, in Peoria) to the proposed sign sites is located along the west side of the New River Channel, along both sides of 84th Avenue between Coolbrook Avenue to Union Hills Road. This single-family residential subdivision is made up of predominantly single-story homes with some two-story floor plans. In between Bell Park and the New River Channel is a public bike path. Note: All the properties in Bell Park have six-foot masonry block perimeter walls. As is exhibited by the photos, the nearest residences within the Bell Park development (see following photos) are a minimum of 730 feet northwest of the northern sign site (1,280 feet northwest of the southern sign site). In addition, the vast majority of the homes within the Bell Park subdivision that are nearest (730 feet away) the proposed sign sites (border the bike path/New River Channel), are single-story residences and thus, have no direct window views across the New River Channel towards the proposed sign sites. The few two-story homes in this area of Bell Park have windows that are predominately oriented away from the New River Channel and thus, away from the proposed sign sites.

If we were to appraise a residential property within the two nearest residential subdivisions of Bell Park (730 feet away) and Hidden Village (3,500 feet away) or even one of the apartment complexes located north of Costco, along the east side of the Loop 101 Freeway some of the physical and locational attributes that would be discussed and considered to have a possible impact (positive or negative) on the property(s) locational attributes would include: proximity and visibility to the Loop 101 Freeway; the Freeway overpasses at Bell Road and at 83rd Avenue; the New River Channel and possible flood issues;

location of the public bike path along the New River Channel that is adjacent to the Bell Park subdivision; and the proximity of the commercial automotive users along Bell Road and along 84th Avenue, north of Bell Road. The location of the two proposed billboard sign sites are so far away from any residential development in either Glendale or Peoria and are such insignificant features that nowhere in any residential appraisal report would they even be mentioned. In addition, we have attached a sheet listing "Value Influencing Factors" for residential properties and no item like a sign site would be considered unless it was immediately adjacent to a subject property being appraised. This is also similar to any discussion of a location of a perceived business (heavy manufacturing businesses, 24-hour retail business, strip clubs, etc.) that may or may not have an impact on value. If a perceived negative business is located immediately adjacent to a subject property, then it would potentially need to be discussed. If such a use is located only within the subject property's general neighborhood, then it would not.

Therefore, based upon the appraisers' physical inspection of the proposed billboard sign sites and surrounding neighborhood, along with factual information provided by the Client and our experience, we are of the opinion that the two proposed sign sites have no measurable impact on any of the surrounding residential subdivisions or to any individual residential value(s) in the neighborhood. In addition, the proposed sign sites would not even warrant a note or discussion in a single-family residential appraisal on any of the surrounding residential properties. If you require additional assistance or further documentation please contact me.

Respectfully submitted,
FIRST APPRAISAL SERVICES, INC.

John R. Horton
Arizona Certified General Real Estate Appraiser No. 31284

Respectfully submitted,
FIRST APPRAISAL SERVICES, INC.

Donald C. Duncan, ASA SR/WA
Arizona Certified General Real Estate Appraiser No. 30074

Value Influencing Factors
(Residential)

Size of building site
Orientation of improvements
Topography of site
View characteristics
Size of improvements
Number of bedrooms
Number of baths
Size of rooms
Type of construction materials
Construction style
Front elevation
Roofing materials
Roofing style
Quality of construction
Age of improvements
Condition of improvements
Maintenance levels
Type of floor coverings
Quality of flooring
Color of flooring
Exterior paint color
Interior paint color
Parking facilities
Kitchen equipment
Kitchen cabinets
Kitchen countertops
Entry areas
Rear patio areas
Depth of rear yard
Swimming pools
Spas
Recreational facilities
Extra parking areas
Rear fencing
Utility companies/costs
Landscaping quality,quantity & maintenance

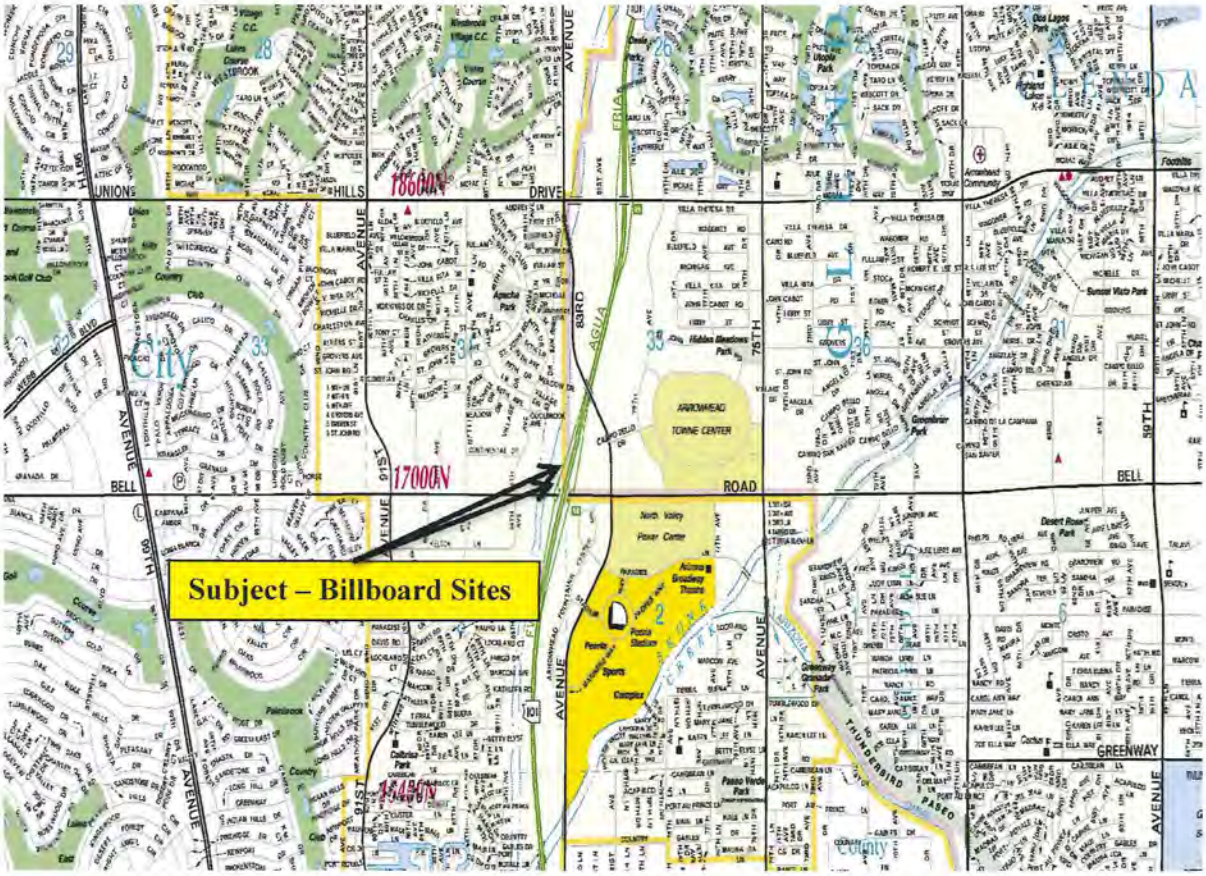
Geographic location
City jurisdiction
Quality of municipal services
Neighborhood
Schools
Fire Department response time
Property taxes
Nearby properties appearance
Availability of mass transit
Day to day shopping convenience
Convenience to work
Flood Zone/Flood Insurance requirements
Convenience to freeways

Availability of alternate housing
Availability of financing
Financing rates
Existing financing, if any
Local economic conditions
National economic conditions
Buyer's financial position
Existing warranties, if any
Home purchase warranty, if available

FIRST APPRAISAL SERVICES, INC.

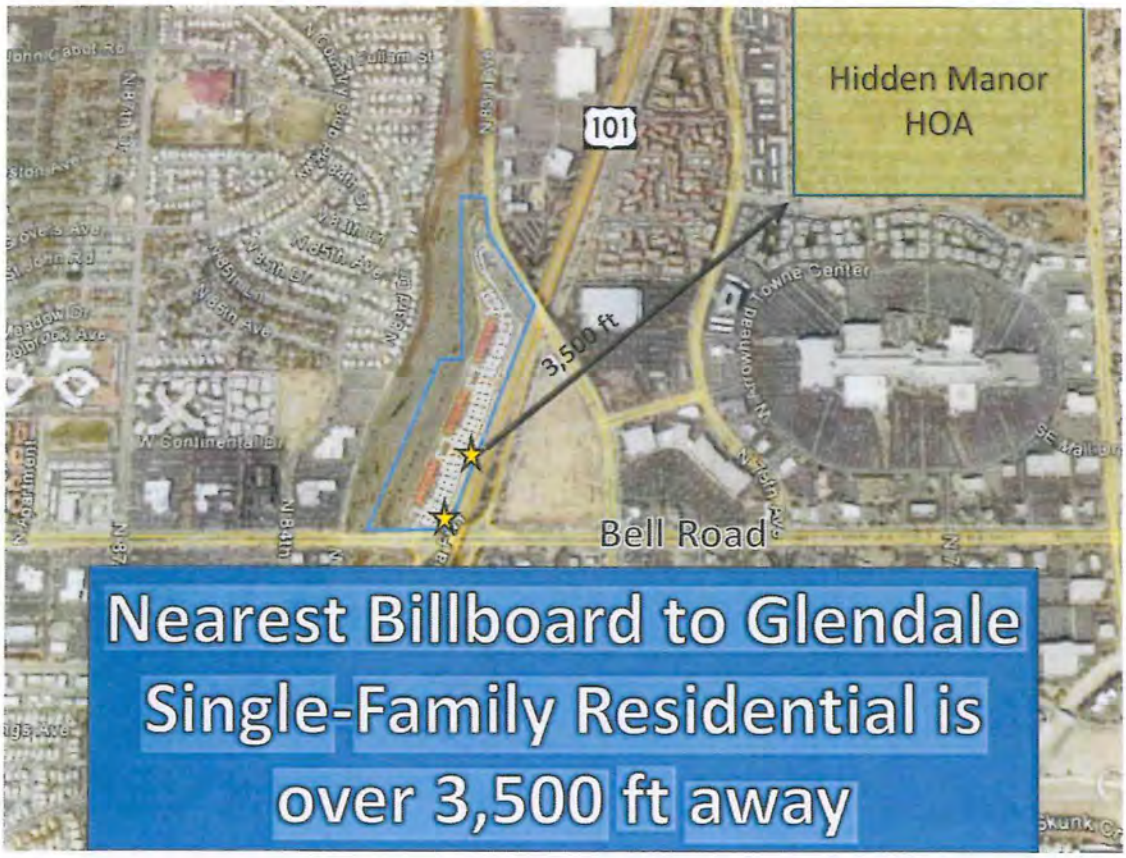
(602) 264-0011

NEIGHBORHOOD MAP

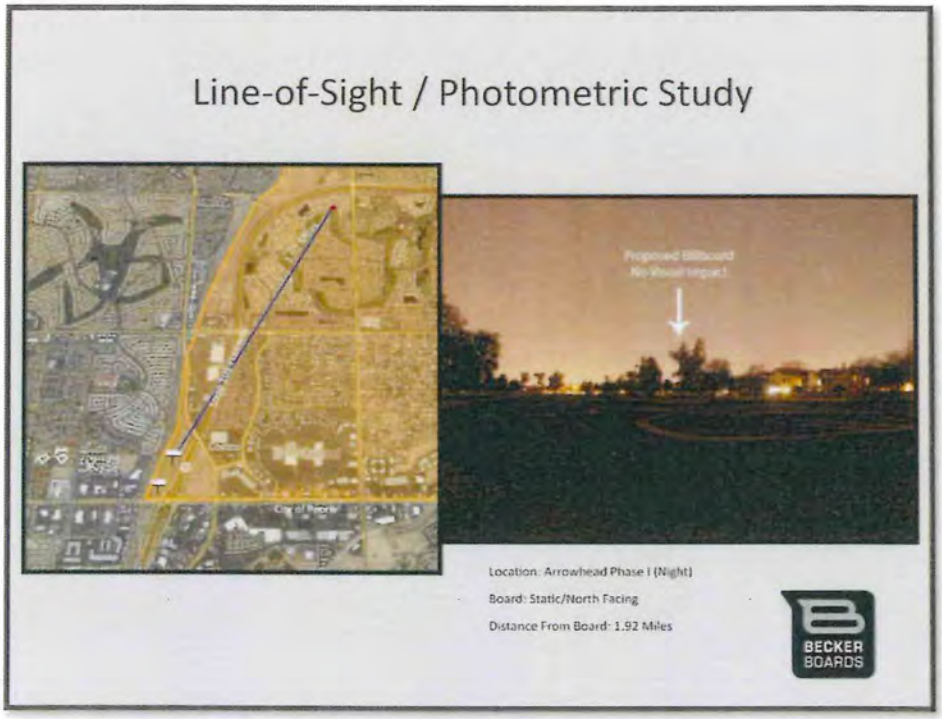


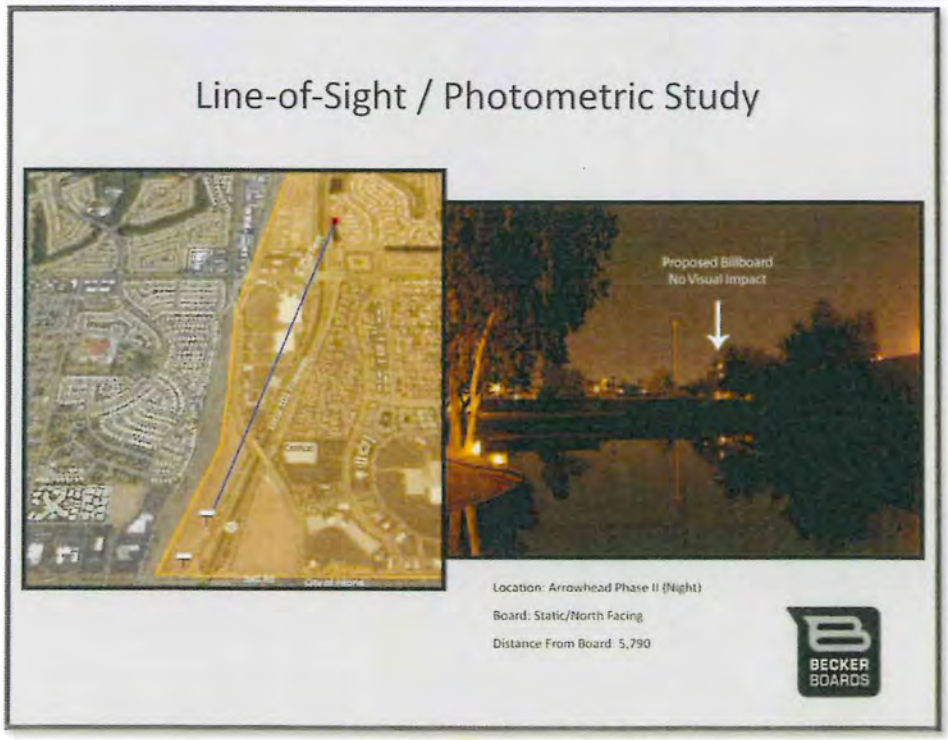
SIGN PROXIMITY MAP (1 OF 2)

SIGN PROXIMITY MAP (2 OF 2)



LINE OF SITE/PHOTOMETRIC STUDY (1 OF 5)





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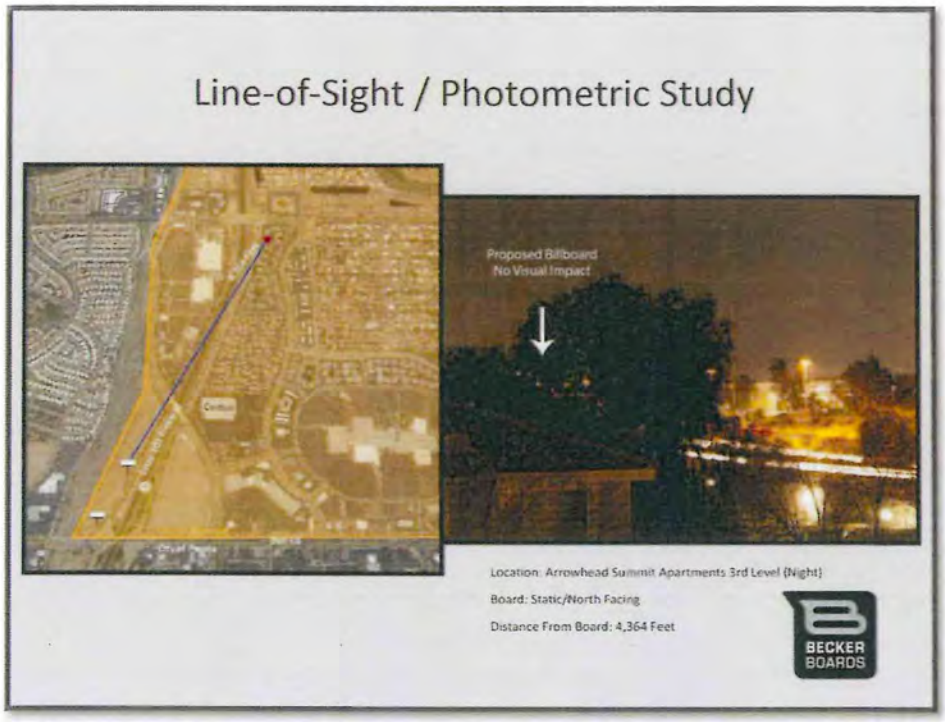
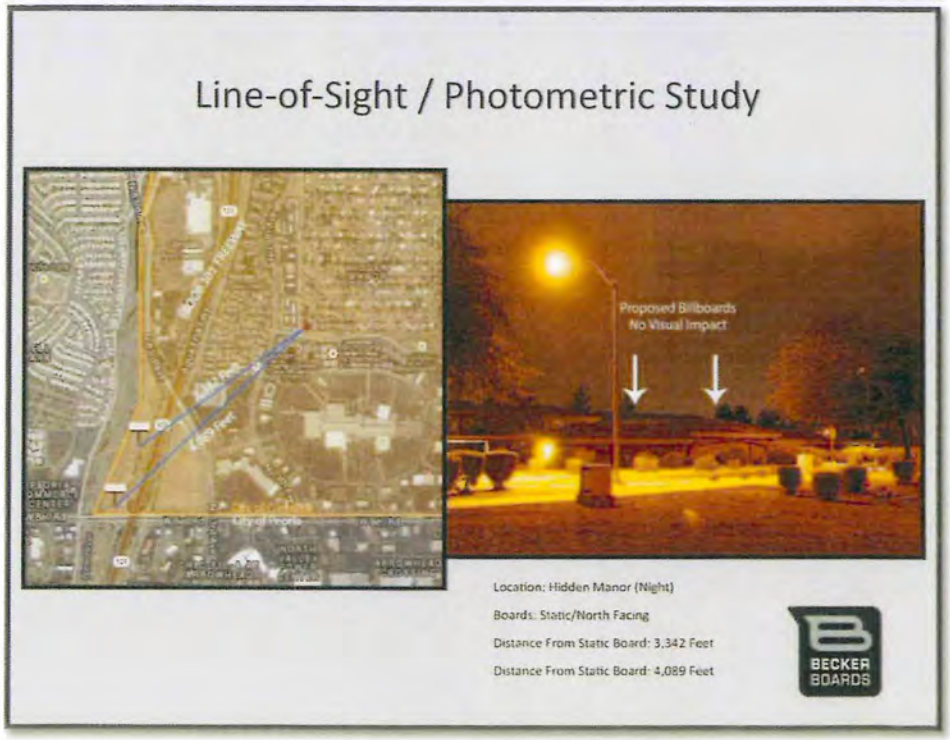
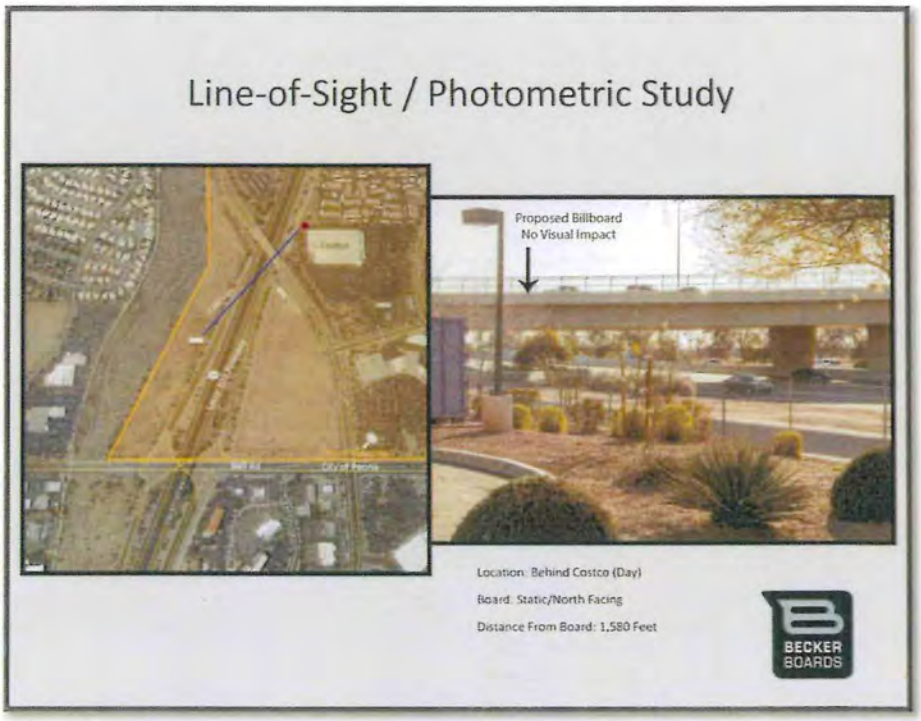
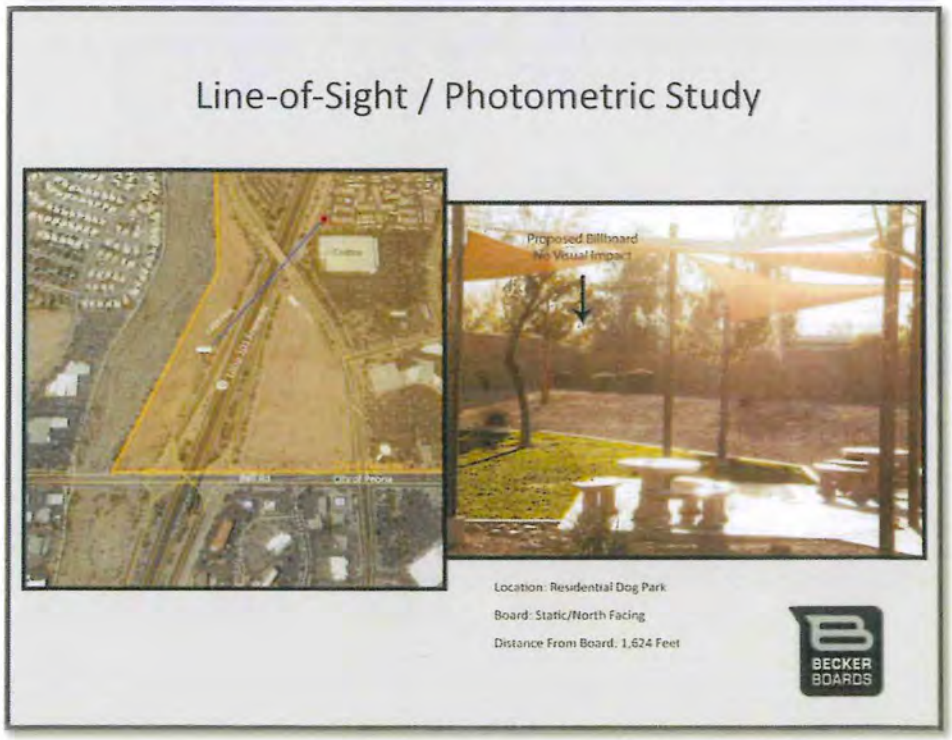


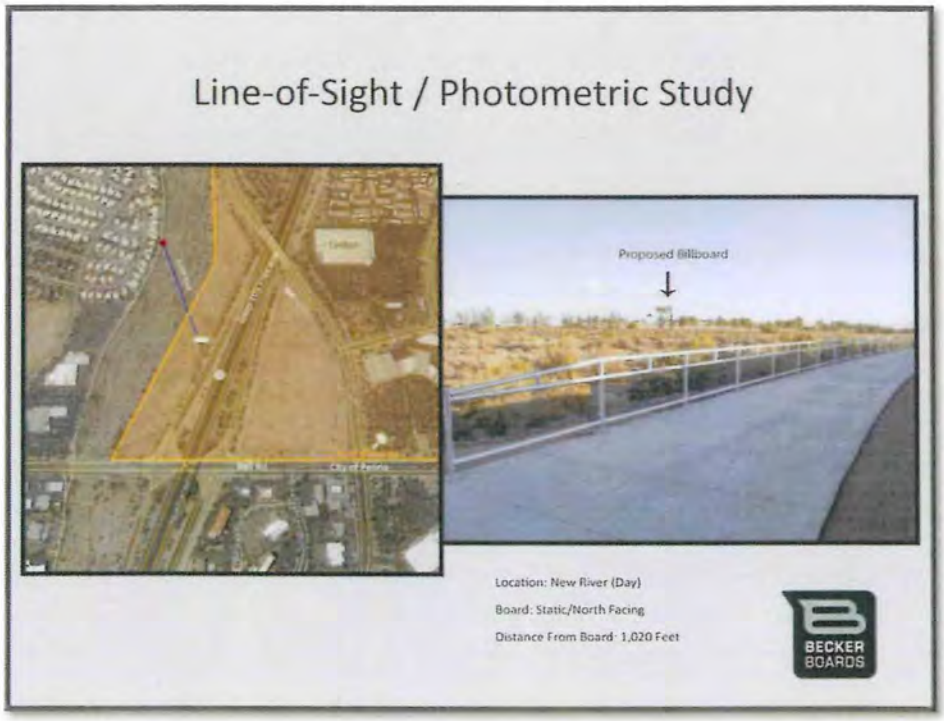


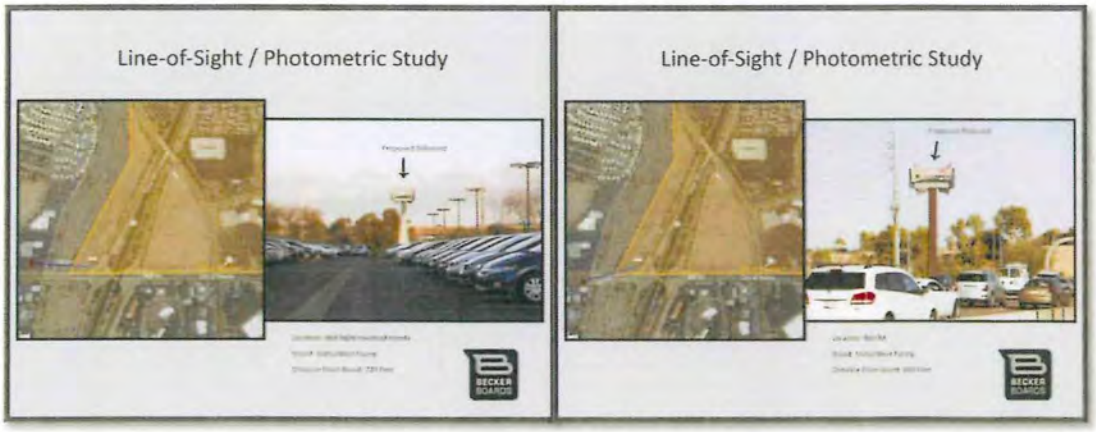
LINE OF SITE/PHOTOMETRIC STUDY (3 OF 5)





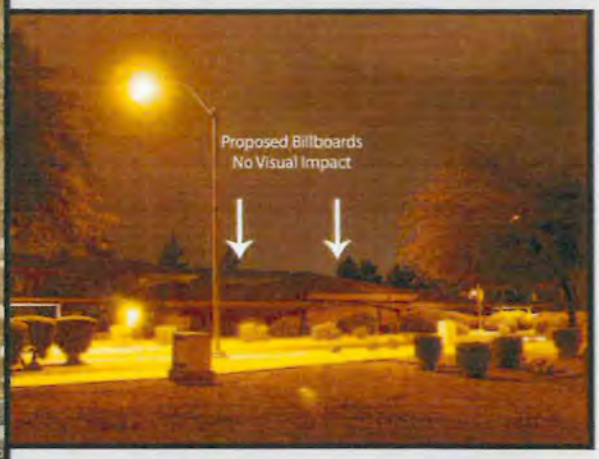
LINE OF SITE/PHOTOMETRIC STUDY (4 OF 5)





LINE OF SITE/PHOTOMETRIC STUDY (5 OF 5)

Line-of-Sight / Photometric Study



Location: Hidden Manor (Night)

Boards: Static/North Facing

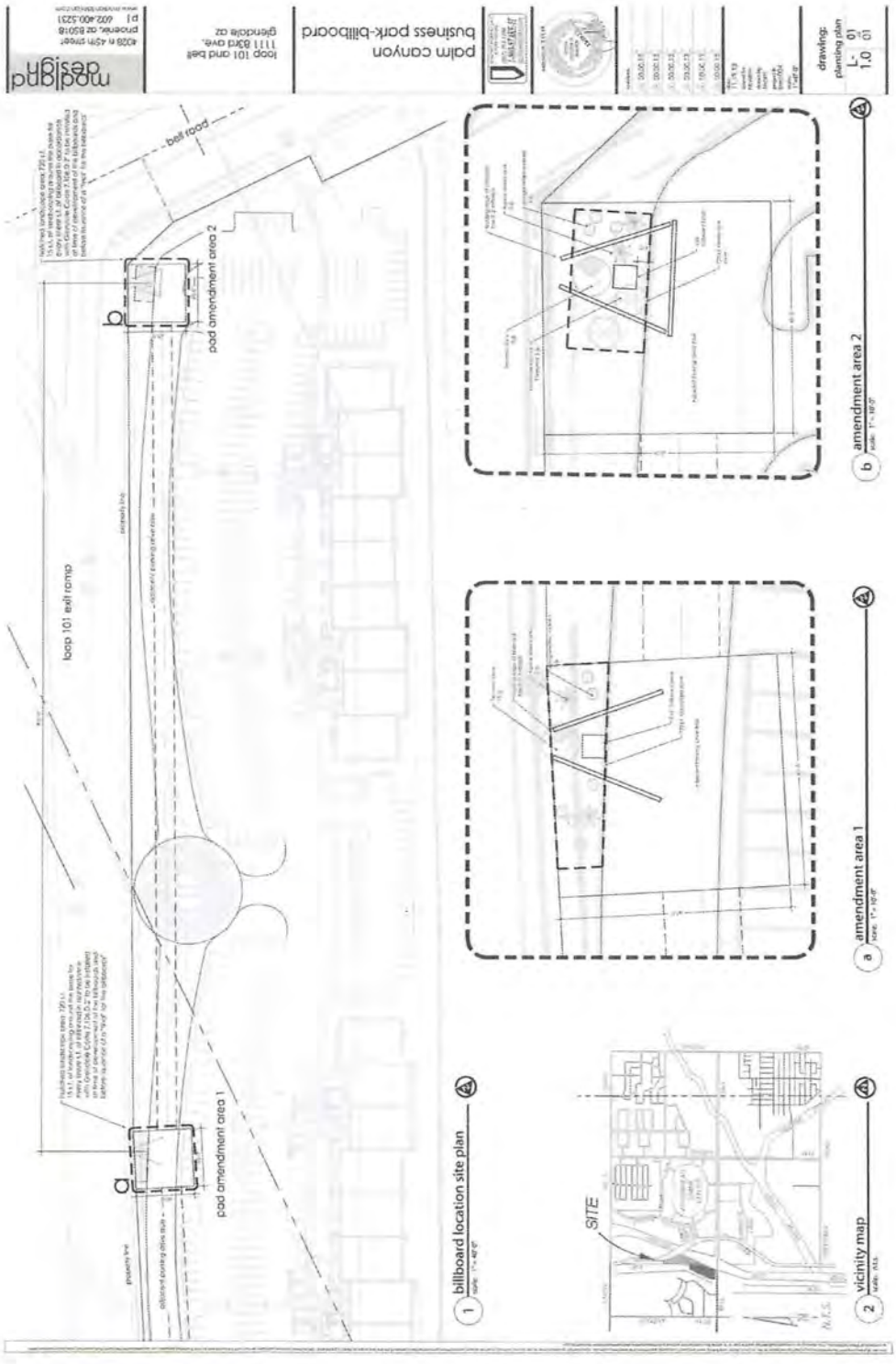
Distance From Static Board: 3,342 Feet

Distance From Static Board: 4,089 Feet

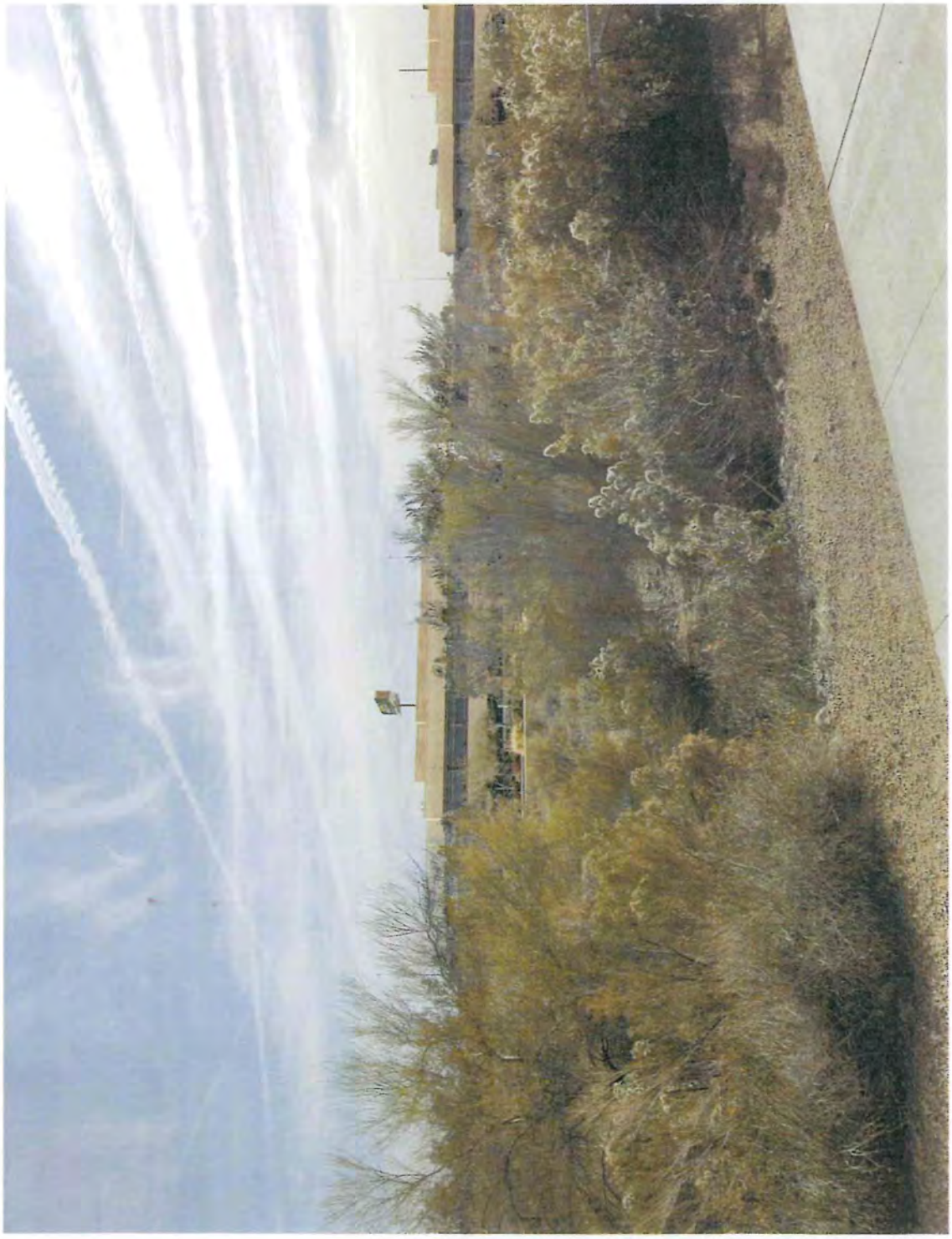
BECKER BOARDS

BILLBOARD DRAWINGS (1 OF 2)

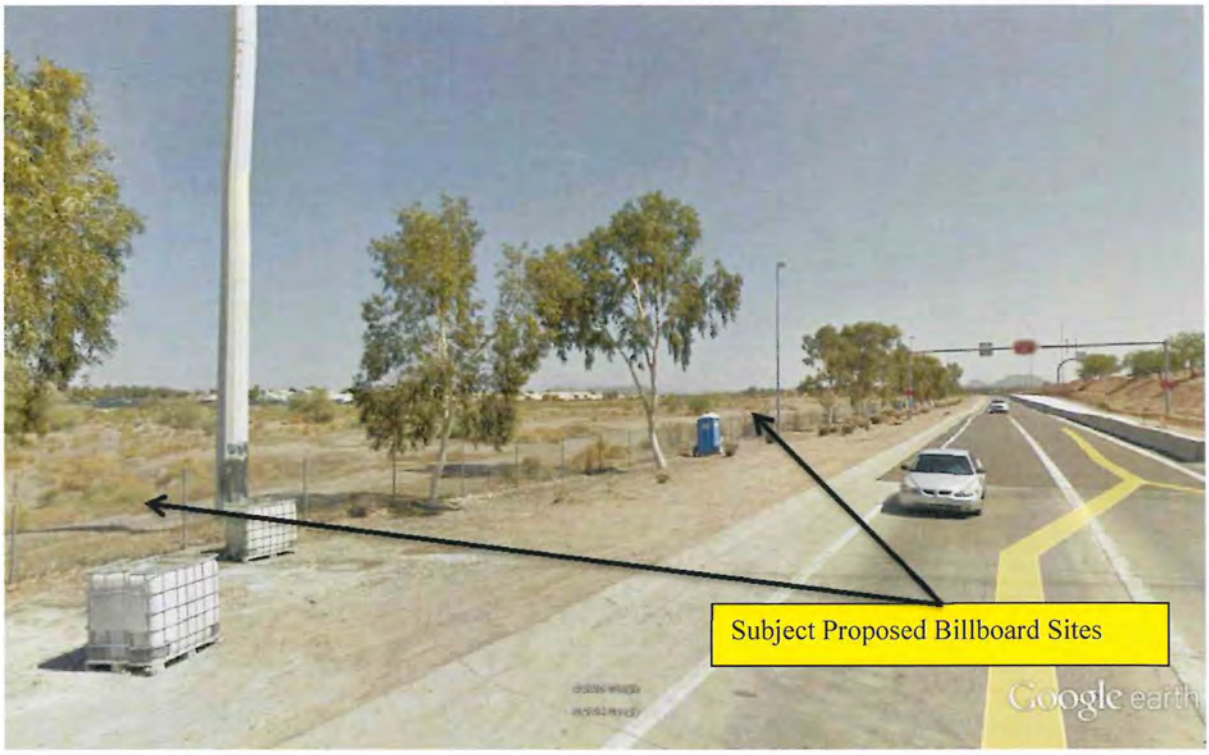
BILLBOARD DRAWINGS (2 OF 2)



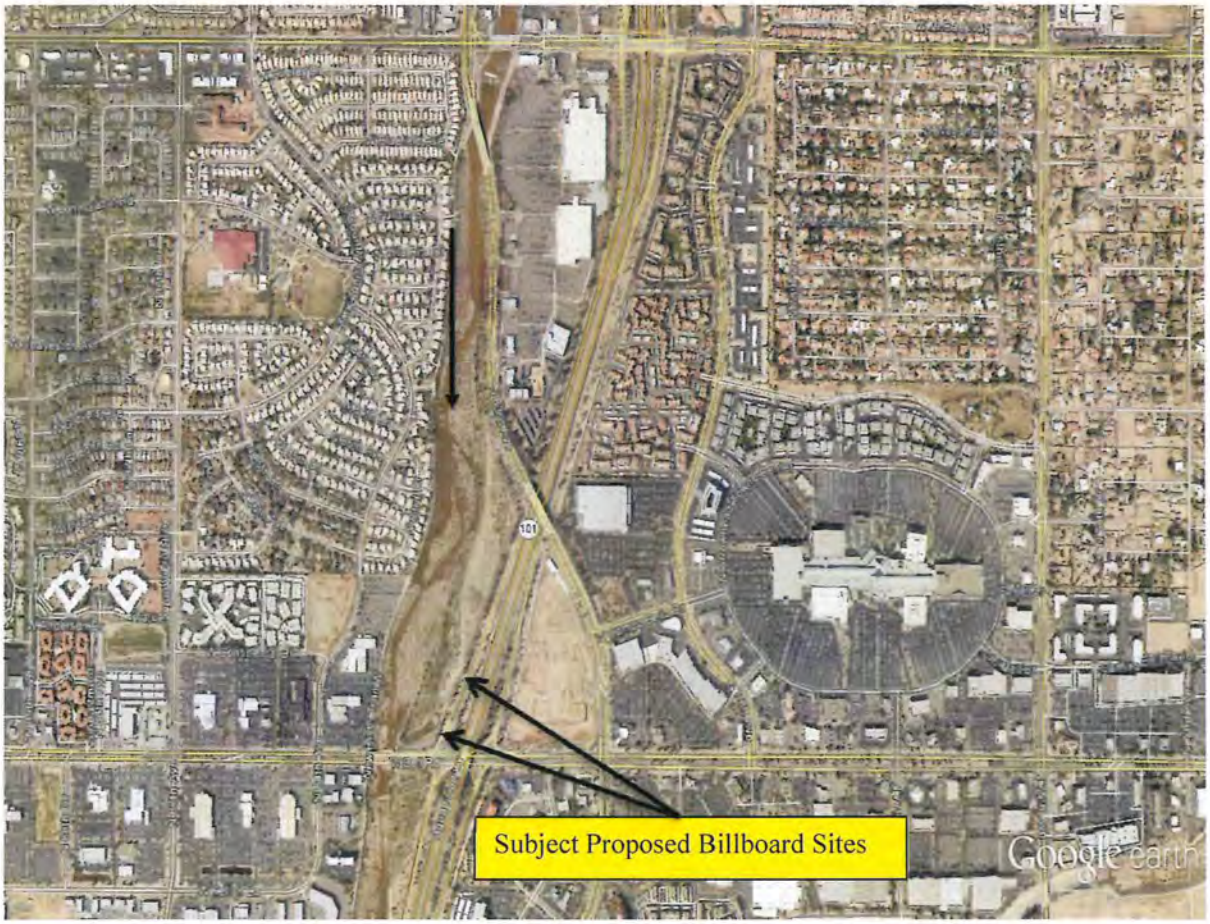
FUTURE VIEW WITH PROPOSED OFFICE DEVELOPMENT IN PLACE BETWEEN SIGN SITES AND NEW RIVER CHANNEL



GOOGLE GROUND VIEW MAP



GOOGLE AERIAL VIEW MAP



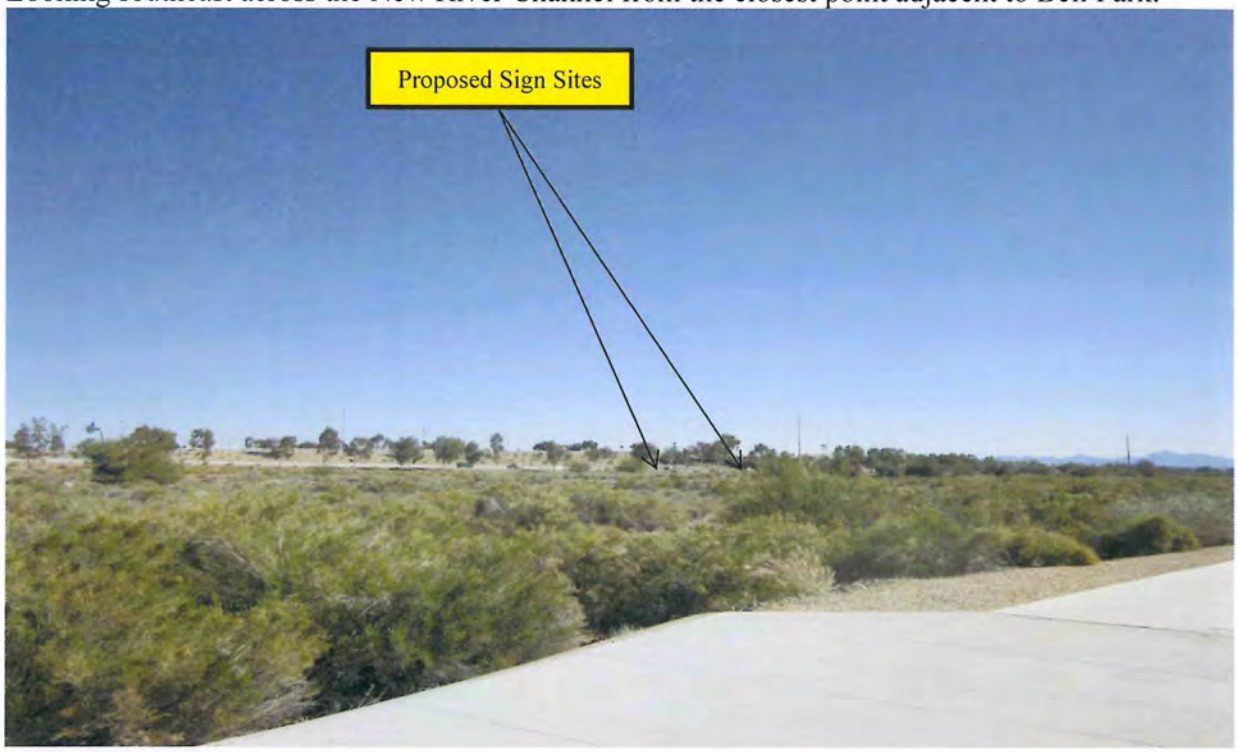
SUBJECT PHOTOS (1 of 6)

Looking northwest from the Loop 101 and approx. northern sign site towards Bell Park subdivision.

Looking northwest from the Loop 101 and approx. southern sign site towards Bell Park subdivision.

SUBJECT PHOTOS (2 of 6)

Looking southeast across the New River Channel from the closest point adjacent to Bell Park.



Looking northwest at the closest house in Bell Park to the sign sites. Note: Limited 2nd story view.

SUBJECT PHOTOS (3 of 6)

Looking north along bike path that abuts Bell Park subdivision. Note: Predominantly single-story houses.

Looking northwest from the bike path across the commercial lot that abuts Bell Park lots 26 - 31.

SUBJECT PHOTOS (4 of 6)

Looking northeast from 83rd Avenue commercial lot that abuts Bell Park lots 26 - 31.

Looking north along bike path adjacent to commercial car lot that abuts Bell Park Lots 26 -31.

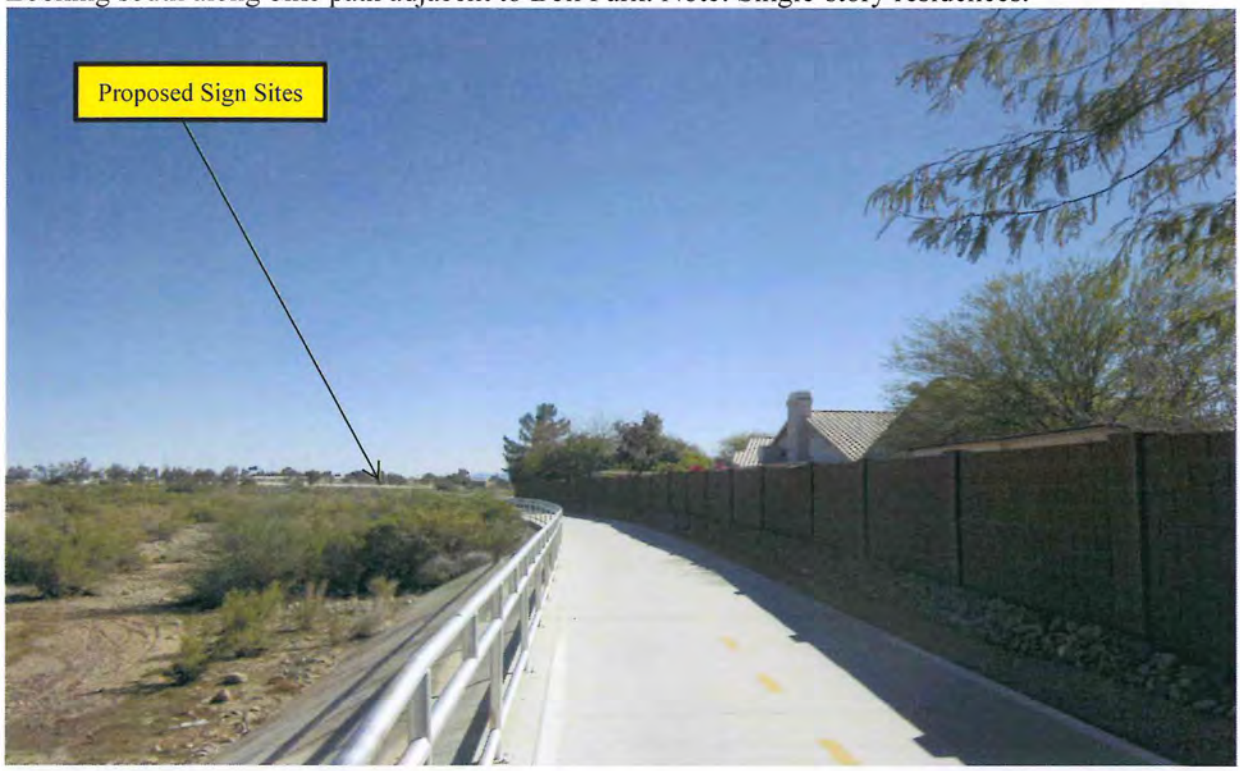
SUBJECT PHOTOS (5 of 6)

Looking south along bike path adjacent to commercial car lot that abuts Bell Park Lots 26 -31.

Looking northeast from southern lot across New River Channel. Note: View to 83rd Avenue overpass.

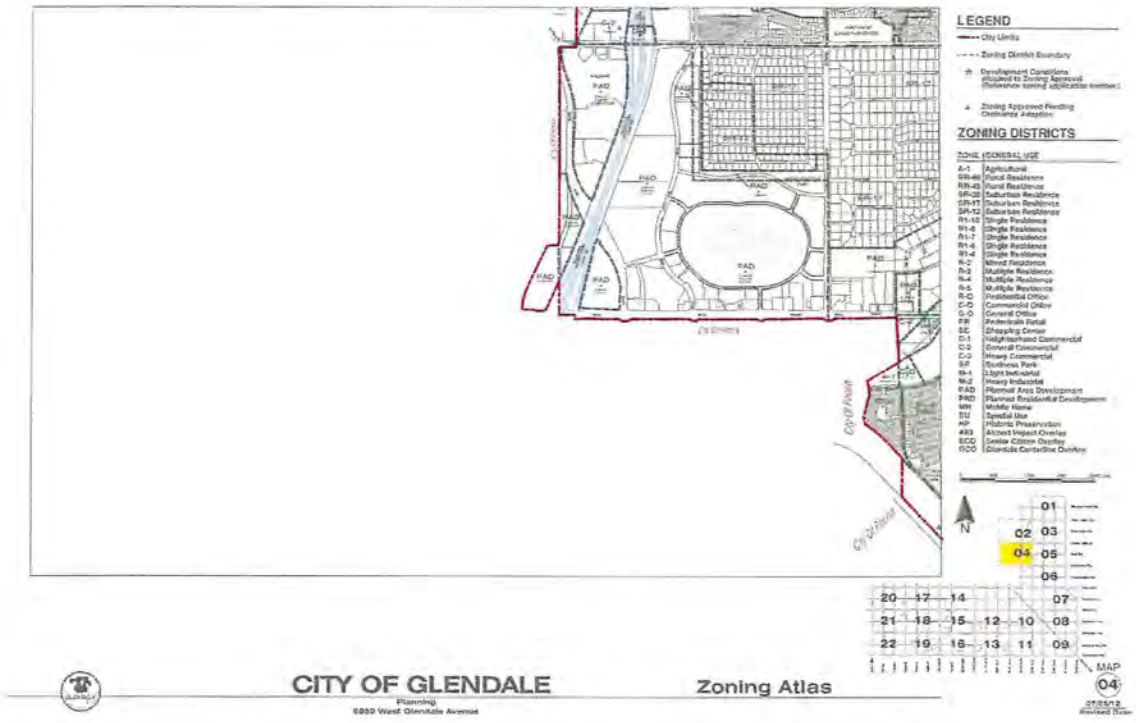
SUBJECT PHOTOS (6 of 6)

Looking south along bike path adjacent to Bell Park. Note: Single-story residences.

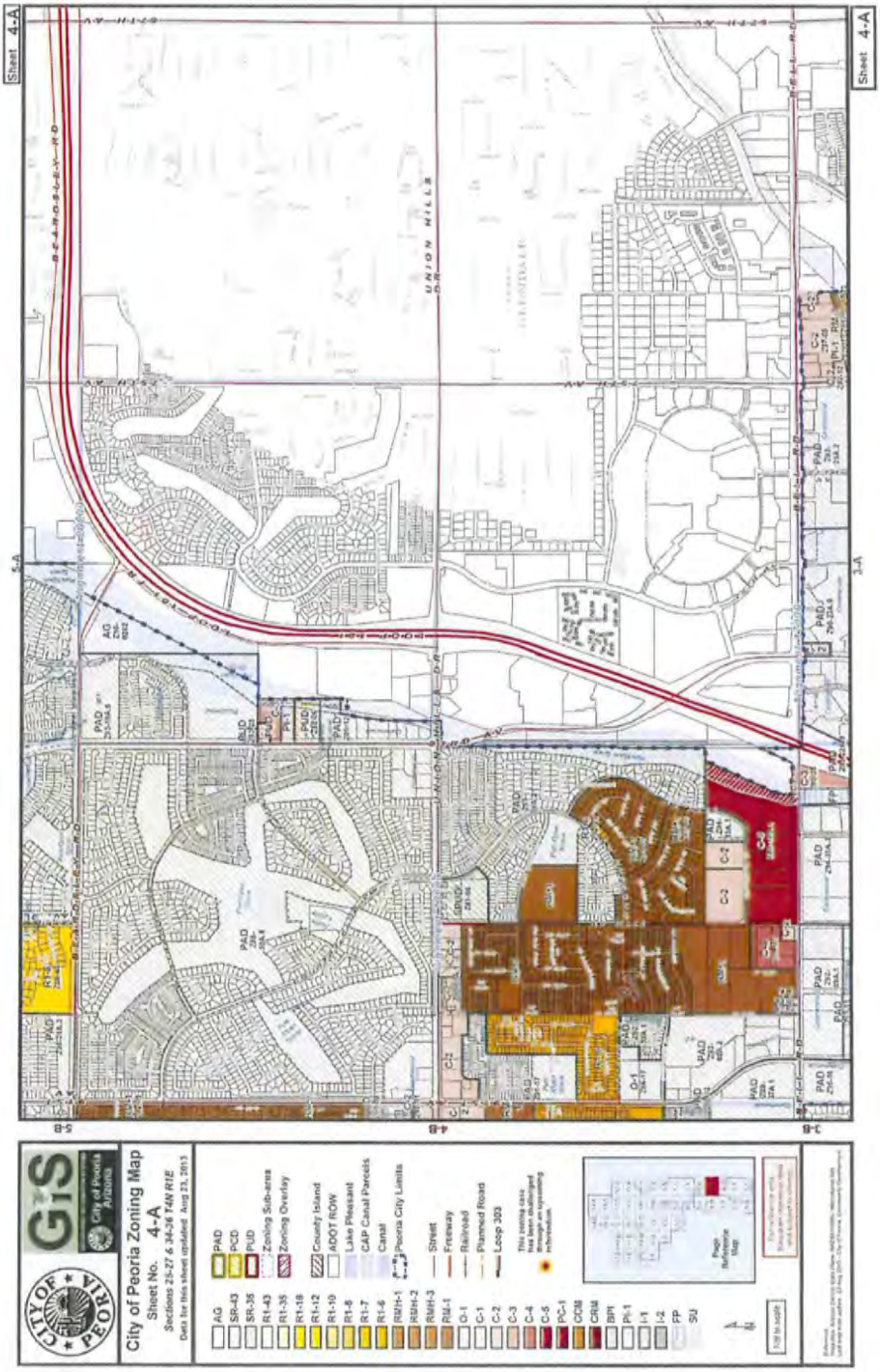


Looking northeast across New River Channel. Note: View to commercial uses along 83rd Avenue.

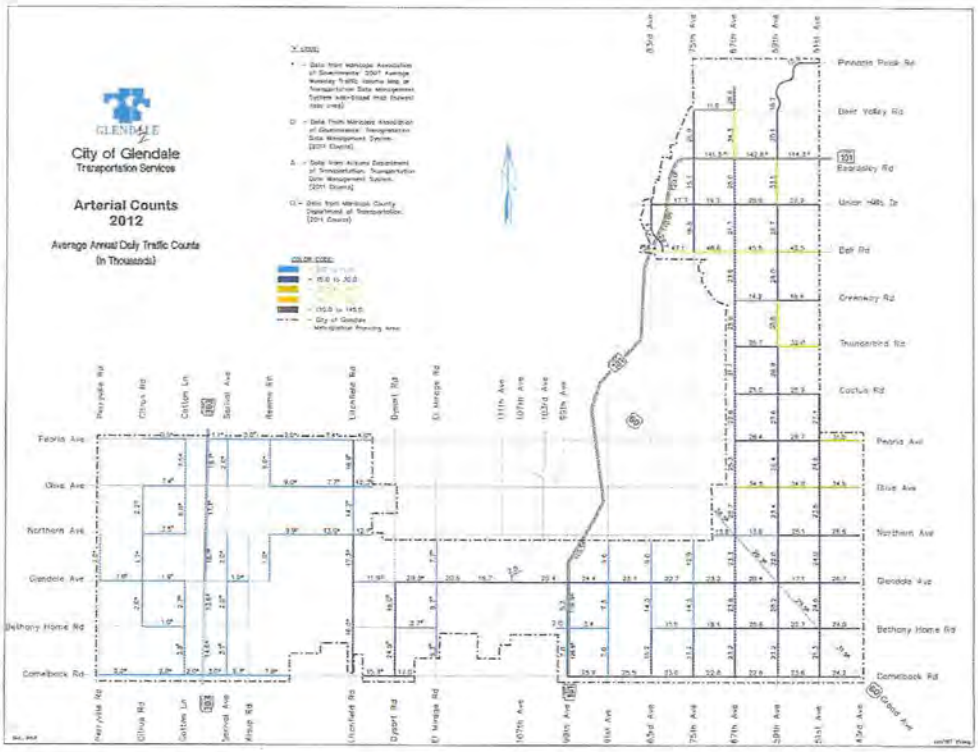
CITY OF GLENDALE ZONING MAP



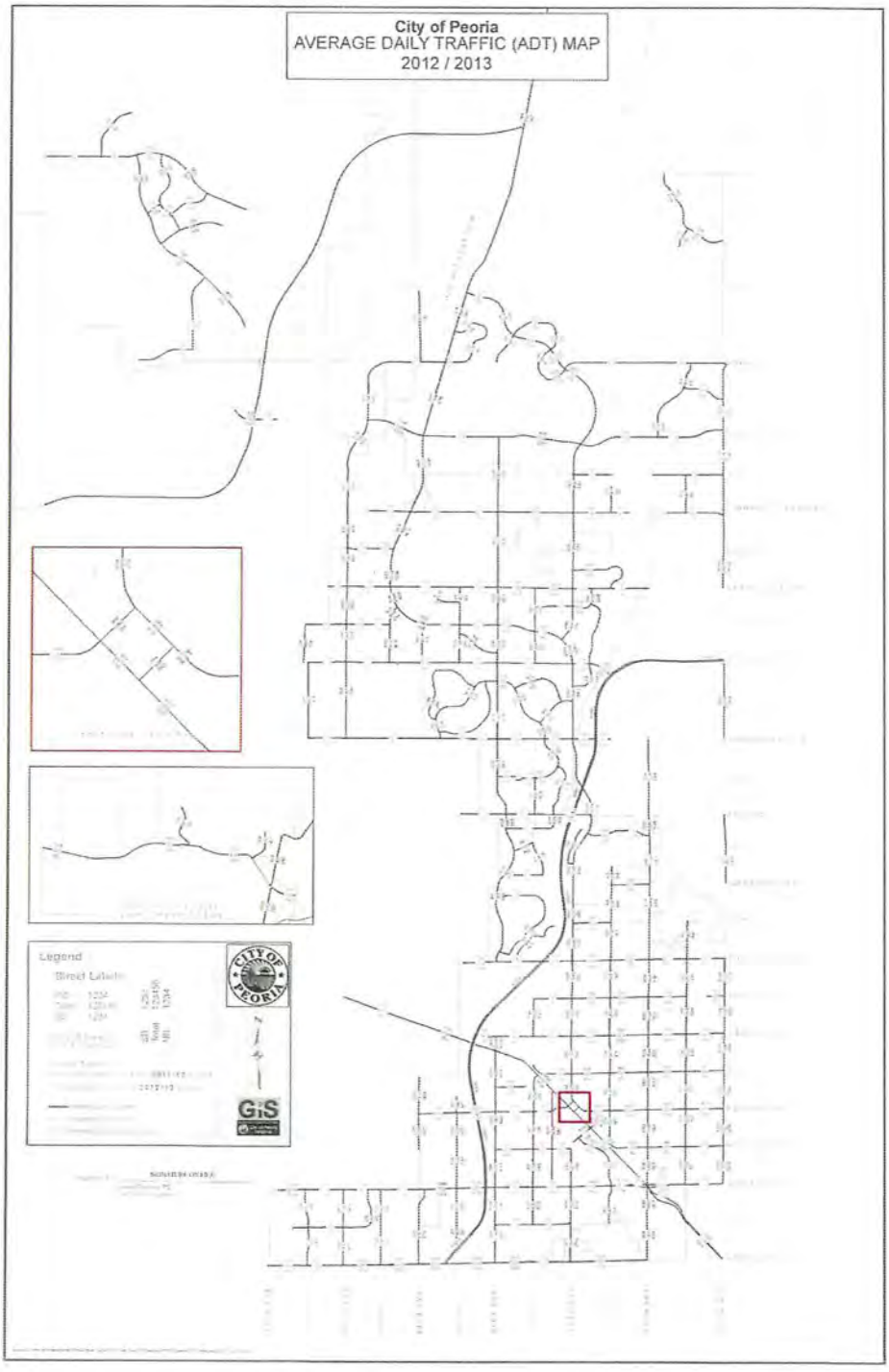
CITY OF PEORIA ZONING MAP



CITY OF GLENDALE TRAFFIC COUNT MAP



CITY OF PEORIA TRAFFIC COUNT MAP



QUALIFICATIONS AND RESUME – JOHN R. HORTON

CERTIFICATION/LICENSING

State of Arizona Certified General Real Estate Appraiser; Certificate No. 31284
Recertified through November 30, 2016.

FORMAL EDUCATION

Graduate of the Arizona State University, B.S. in Real Estate, 1981

APPRAISAL AFFILIATIONS

- Owner & Appraiser, JRH Real Estate Advisors (2013 to Present)
- Senior Appraiser, First Appraisal (1998 to Present)
- Vice President & Appraiser, The Rothweiler Group (1994 – 1996)
- Staff Appraiser, Iver C. Johnson & Co., LTD (1984-1994)
- Staff Appraiser, Earl Briggs & Associates (1981 – 1984)

SCOPE OF ASSIGNMENTS

- Eminent Domain, Mortgages, Estates, Tax Planning, Deficiency Disputes
- Industrial Facilities, Office Buildings, Retail Properties, Multi-Family Apartments, Residential Subdivisions and Residential Improvements.
- Vacant Land -- Economic and Project Feasibility Analysis

GEOGRAPHIC AREAS COVERED

Several Counties in the State of Arizona; Emphasis in Maricopa and Pima Counties
Denver/Boulder, Colorado
Wyoming

REPRESENTATIVE LISTING OF CLIENTS

Arizona Department of Transportation
Arizona Public Service
Alliance Bank
Bank One Trust Department
Boulder, Colorado
Bullhead City, Arizona
Chandler, Arizona
Gallagher & Kennedy
Glendale, Arizona
John F. Long (& Foundation)
Mariscal, Weeks, McIntyre & Friedlander
Mesa, Arizona
National Bank of Arizona
Phoenix, Arizona
Salt River Project
Scottsdale, Arizona
Scottsdale Healthcare
State of Arizona -- Attorney General's Office
Tempe, Arizona
Numerous mortgage companies in metropolitan Phoenix

APPRAISAL EDUCATION

- Course 101; Society of Real Estate Appraisers (1980)
- Course 201; Society of Real Estate Appraisers (1981
- Course 202; Society of Real Estate Appraisers (1982)
- Highest and Best Use Seminar; American Institute of Real Estate Appraisers (1986)
- FHLBB Regulation R41c Seminar; SREA (1987)
- SPPB Standards of Professional Practice Part A (1991)
- SPPB Standards of Professional Practice Part B (1992)
- Uniform Standards of Professional Appraisal Practice (1991)
- Water Rights (1993)
- Subdivision Analysis (1993)
- Uniform Standards of Professional Appraisal Practice (2003)
- CLE International Eminent Domain Conference (2005)
- Uniform Standards of Professional Appraisal Practice (2005)
- Uniform Standards of Professional Appraisal Practice (2006)
- Business Valuation (2006)
- CLE Eminent Domain Conference (2008, 2011, 2012)
- Home Inspection & The Real Estate Industry (2008)
- Real Estate Foreclosures-Legal & Practical Concerns (2010)
- Uniform Standards of Professional Appraisal Practice 2008-2009 (2008)
- Uniform Standards of Professional Appraisal Practice 2010-2011 (2010)
- Uniform Standards of Professional Appraisal Practice 2012-2013 (2012)
- Uniform Standards of Professional Appraisal Practice 2014-2015 (2014)

QUALIFICATIONS AND RESUME -- DONALD C. DUNCAN

CERTIFICATION/LICENSING

State of Arizona Certified General Real Estate Appraiser; Certificate No. 30074
Recertified through August 31, 2016

Accredited Senior Appraiser, (ASA) American Society of Appraisers (1982);
Recertified through July 29, 2017

Senior Right of Way Agent (SR/WA) International Right of Way Association (1991);
Recertified through May, 2016

FORMAL EDUCATION

Graduate of the University of Arizona, B.S. in Business; Economics, 1976

APPRAISAL AFFILIATIONS

- President and Owner, First Appraisal Services, Inc. (1994)
- President, Iver C. Johnson & Co., Ltd. Appraisal Services and Valuation Counseling (1993-94)
- Vice President and Chief Appraiser, Iver C. Johnson & Co., Ltd. Appraisal Services and Valuation Counseling (1981-92)
- Staff Appraiser, Iver C. Johnson & Co., LTD (1976-1981)
- Member: Panel of Arbitrators -- American Arbitration Association (1990-94)
- Officer, Phoenix Chapter of American Society of Appraisers (1989-92)
- President -- Phoenix Chapter of American Society of Appraisers (1992-1993)
- State Director for Arizona -- American Society of Appraisers (1994-1995)
- Senior Right of Way Agent (SR/WA), International Right of Way Association (1991-2011)

EXPERT WITNESS

Maricopa County Superior Court
Mohave County Superior Court
Pima County Superior Court
Yavapai County Superior Court
Pinal County Superior Court
Coconino County Superior Court
Federal Bankruptcy Court
United State District Court
Arizona Tax Court

SCOPE OF ASSIGNMENTS

- Eminent Domain, Mortgages, Estates, Tax Planning, Deficiency Disputes
- Industrial Facilities, Office Buildings, Residential Subdivisions and
- Residential Improvements
- Vacant Land -- Economic and Project Feasibility Analysis
- Contaminated Property Issues and Valuation Techniques
- Expert Witness and Consultation
- Conservation Easements

PUBLICATIONS/FACULTY PARTICIPATION

Faculty Member to the State Bar of Arizona; Real Estate Appraisal:
Issues and Methods (1993)
Faculty Member; Arizona Eminent Domain - CLE International (2001)
Instructor; International Right-of-Way Association
Course 401 – The Appraisal of Partial Acquisitions (2002)
Faculty Member; The Appraisal of Real Estate – CLE International (2002)
Guest Lecturer to the College of Law; Arizona State University
Guest Lecturer to the Real Estate Master's Program – Arizona State University

GEOGRAPHIC AREAS COVERED

Several Counties in the State of Arizona; Emphasis in Maricopa and Pima Counties

REPRESENTATIVE LISTING OF CLIENTS

Arizona Department of Transportation
Arizona Public Service
Beus, Gilbert, PLLC
Broening, Oberg, Woods, Kassen & Cass
Chandler, Arizona
DMB Associates
Dimension Financial & Realty
Gallagher & Kennedy
Gammage and Burnham
Glendale, Arizona
Green & Baker
Jennings, Strauss & Salmon
Jones, Skelton & Hochuli
JP Morgan – Chase Bank
John F. Long (& Foundation)
Maricopa County, Arizona
Mariscal, Weeks, McIntyre & Friedlander
Mesa, Arizona
Morrill & Aronson
National Bank of Arizona
Peoria, Arizona
Phoenix, Arizona
Quarles & Brady - Streich, Lang
Ryley, Carlock & Applewhite
Salt River Project
Scottsdale, Arizona
Scottsdale Healthcare
State of Arizona -- Attorney General's Office
Stubbs & Schubart
Tempe, Arizona
Wells Fargo Bank
Wells Fargo Bank - Trust Division

APPRAISAL EDUCATION

- Course 101; Society of Real Estate Appraisers (1978)
- Course 8; American Institute of Real Estate Appraisers (1979)
- Comprehensive Exam -- Real Property, Urban; American Society of Appraisers (1982)
- Machinery and Equipment Course; American Society of Appraisers (1985)
- Course 401; Partial Acquisitions; International R/W Association (1986)
- Highest and Best Use Seminar; American Institute of Real Estate Appraisers (1986)
- FHLBB Regulation R41c Seminar; SREA (1987)
- Mock Condemnation Trial; International R/W Association (1988)
- Course 101 -- Four segments; International R/W Association (1988)
- Course 201 -- R/W Negotiations -- International R/W Association (1988)
- Effects of Contaminants on Value -- American Society of Appraisers (1988)
- Course 403; Easement Valuation; International R/W Association (1989)
- Senior Exams -- Four segments; International Right of Way Association (1989)
- Officers Orientation Program, American Society of Appraisers (1990)
- Estimating Discounts for Partial Interests in Real Estate Investments, ASA (1990)
- Financial Institutions Reform Recovery and Enforcement Act (FIRREA), ASA (1990)
- Valuation of Customer Lists and Other Intangibles, ASA (1990)
- Valuation of Tenant Leasehold Improvements, ASA (1990)
- Environmental Concerns and Real Property, ASA (1990)
- Uniform Standards of Professional Appraisal Standards, Independent Fee Appraisers (1991)
- Arizona State Certification/Licensing Law, The Appraisal Institute (1991)
- Latest Federal Regulations on Contaminated Sites, ASA (1991)
- Site Assessment; Clean-up; Cost of Hazardous Wastes, ASA (1991)
- The Lenders Perspective of Contaminated Sites, ASA (1991)
- Business vs. Real Property Valuation, ASA (1992)
- Property Tax Considerations, ASA (1992)
- Conservation Easements, ASA (1992)
- Feasibility Analysis, ASA (1992)
- Lotus 1,2,3 for Real Estate Appraisers, University of Arizona (1992)
- Fair Lending and The Appraiser, The Appraisal Institute (1993)
- Member of Lecture Faculty on Appraisals to Arizona State Bar (1993)
- Effects of Contaminants on Value, Course II, American Society of Appraisers (1994)
- FIRREA and Companion Regulatory Efforts, American Society of Appraisers (1995)
- Appraisal of Limited Market Properties: Historical; Distressed; Churches; Services Stations;
- Ad Valorem, American Society of Appraisers (1995)
- Forensic Real Estate Appraising, American Society of Appraisers (1995)
- The Appraiser as an Expert Witness, American Society of Appraisers (1995)
- Value! Can you Prove It - Taxation Issues, American Society of Appraisers (1996)
- Land Use Law, CLE International (1996)
- Small Hotel/Motel Valuation, Appraisal Institute (1997)
- Water & Leased Land Law and Land Values, American Society of Farm Managers & Rural Appraisers (1998)
- Value! Can You Prove It - Casino Gambling Valuations, American Society of Appraisers (1998)
- Valuation of Detrimental Conditions, Appraisal Institute (1999)

APPRAISAL EDUCATION (con't)

- Attacking and Defending the Appraisal in Litigation, Appraisal Institute (2000)
- Valuation 2000 Conference, Multiple Sponsoring Organizations (2000)
- Ad Valorem Valuation
- Combating Appraisal Junk Science in Court
- Relating Valuation to Accounting
- Estimating Environment Impact on Commercial and Industrial Properties
- Determination of Value - Public Interest Value
- Irrational Exuberance - Capitalization Rates and Everything Else
- Course 206 - Presentation Skills; International Right-of-Way Association (2001)
- Course 104 - Standards of Practice for Right-of-Way Professionals; International R/W Association (2001)
- Uniform Standards of Professional Appraisal Practice, Educational Systems Ltd., Inc. (2002)
- Evaluating Commercial Constructions; Appraisal Institute (2004)
- Arizona Land Market – Educational Systems Ltd., Inc. (2004)
- Understanding Environmental Contamination in Real Estate; International R/W Association (2004)
- Fundamentals of Real Estate Exchange; Educational Systems Ltd., Inc. (2004)
- Eminent Domain Conference; CLE International (2005)
- Uniform Standards of Professional Appraisal Practice, Educational Systems Ltd., Inc. (2005)
- Contamination in Real Estate – IRWA Course 603 (2005)
- Ethics in the Right of Way Profession – IRWA Course 103 (2006)
- Uniform Standards of Professional Appraisal Practice, Appraisal Institute (2006)
- 52nd Annual International Conference – International Right of Way Association (2006)
- Uniform Standards of Professional Appraisal Practice; National Association of Independent Fee Appraisers (2008)
- Eminent Domain Conference; CLE International (2008)
- Appraisal Principles Procedures and Techniques; Trans-American Institution of Professional Studies (2008)
- Appraising in the Foreclosure Market; Trans American Institute of Professional Studies (2008)
- Real Estate Foreclosures-Legal and Practical Concerns; Arizona School of Real Estate (2008)
- Spring Ag Forum – American Society of Farm Managers & Rural Appraisers (2009)
- Course 104, Standard of Practice – International Right of Way Association (2009)
- Arizona Appraisers State Conference-2 Day Seminar (2009)
- Spring Ag Forum – American Society of Farm Managers & Rural Appraisers (2010)
- Uniform Standards of Professional Appraisal Practice; American Society of Farm Managers & Rural Appraisers (2011)
- Condemnation Summit IX; International Right of Way Association (2011)
- Spring Ag Forum – American Society of Farm Managers & Rural Appraisers (2011)
- IRWA Course 703 – Real Property Management; International Right of Way Association (2011)

(06/13)

ADDENDUM

Borrower: MARK D. BECKER		File No.: 15032703
Property Address: NWC OF BELL & LOOP 101		Case No.:
City: GLENDALE	State: AZ	Zip: 850304
Lender: Mark Becker		

I certify, as the appraiser, that I have completed all aspects of this consulting job, free of influence from the client, client's representatives, or any other party to the transaction.

I have performed services as an appraiser or in any other capacity on the subject property within the three year period immediately preceding acceptance of this assignment. Appraiser inspected subject site and completed a consulting assignment in March of 2014.

This is a consulting assignment. No value was concluded. Intended user is stated client, Becker Boards, and those parties involved in issue related to issuing appropriate permits to allow for construction of two proposed billboards. Intended use - provide conclusion relative to potential value impact for residences within reasonable proximity to proposed billboard locations.

03/31/2015

On 03/07/2014 appraiser completed inspection of site located at northwest corner of W. Bell Road and the 101 Freeway. Parcel number noted on County web site - 200-42-964a as part of a previous consulting assignment. As part of inspection, appraiser walked subject site and made notations regarding lines of site and view corridors. Appraiser also drove the neighborhood northwest of subject site, specifically, around the intersection of Coolbrook Avenue and 83rd Drive. Appraiser also drove the neighborhood along 79th Avenue north of Campo Bello Drive, and drove the Hidden Manor residential development (nearest housing north of Bell Road, east of 101 Freeway.

As part of this new consulting assignment, client has asked for an opinion regarding neighborhood impact with modification to the original billboard plan detailed below. Two of the four signs, as proposed, will be digital/electronic. These signs will orient towards the 101 Freeway. The proposal provided indicates that there is "the right to convert the other two static freeway oriented faces to digital in the future..." Appraiser has determined that this would not impact residential property values. The digital signs, as proposed, orient towards the freeway and were not viewed to create any additional adverse marketing conditions to the surrounding residences. Appraiser did not complete second inspection - beyond scope of this assignment. Appraiser did reviewed the Amendment to a portion of: Palm Canyon Business Park Planned Area Development proposal and received additional input from client via email.

Jay Josephs, CR#20573

Below are additional notations from the first assignment, which were integrated into the above conclusions:

Appraiser was provided line of sight /Photometric study data completed for Becker Boards as well.

Subject site is bordered on west side by desert wash followed by a car dealership. Site is bordered to south by Bell Road. Site is bordered to east by frontage road followed by the 101 Freeway. Site is bordered to the north by desert wash.

Closest housing is noted north of the car dealership, northwest of subject property.

It appears that the two proposed billboards will be placed on parcel 200-42-964a, will be at least 700' from nearest residence. The closest houses are located on Coolbrook Avenue and 83rd Drive. The houses on Coolbrook back a parking lot to car dealership. It is believed that the view of the parking lot may be an adverse marketing condition to some buyers, however it is not believed that potential buyers would discount any of these houses based on proposed billboard locations. The homes on 83rd Drive back desert wash, followed by parcel 200-43-009k, followed by the 101 Freeway. While there may be some market impact associated with traffic noise relating to the 101 Freeway, this appraiser does not believe there is any adverse marketing conditions associated with the potential billboard locations.

The nearest housing east of the 101 Freeway appears to be well over 2000' from proposed billboards. This appraiser does not believe there is any adverse marketing conditions associated with the east of 101 Freeway housing associated with these billboards.

To conclude, appraiser found no residential dwellings were impacted from a valuation perspective from the proposed billboard locations. Placement of these billboards were not viewed to create any adverse view conditions, no adverse marketing conditions and no external obsolescence conditions for any residential dwellings.

Please do not hesitate to contact me with any further inquiries.

Jay Josephs, CR#20573
Certified Residential Appraiser
President, Josephs Appraisal Group

Borrower: MARK D. BECKER		File No.: 15032703
Property Address: NWC OF BELL & LOOP 101		Case No.:
City: GLENDALE	State: AZ	Zip: 850304
Lender: Mark Becker		

Bell Road

South end of subject property

Proposed southern billboard location

1641 E. Osborn Rd., Ste 8
Phoenix, Arizona 85016
602-955-4050 (phone)
602-955-4701 (fax)
Orders@jaginc.net (email)
www.jaginc.net (website)

Borrower: MARK D. BECKER		File No.: 15032703	
Property Address: NWC OF BELL & LOOP 101		Case No.:	
City: GLENDALE	State: AZ		Zip: 850304
Lender: Mark Becker			

View to east - frontage road followed by 101 Freeway

View to west - distant view of car dealership

Approximate location of northern billboard

1641 E. Osborn Rd., Ste 8
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602-955-4701 (fax)
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www.jaginc.net (website)

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Property Address: NWC OF BELL & LOOP 101		Case No.:
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Lender: Mark Becker		

view to east from northern billboard

view to north from northern billboard

view to west from northern billboard

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Closest residential use noted - view from northern billboard

additional view of closet residential development

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www.jaginc.net (website)

Aerial Map

Borrower: MARK D. BECKER		File No.: 15032703
Property Address: NWC OF BELL & LOOP 101		Case No.:
City: GLENDALE	State: AZ	Zip: 850304
Lender: Mark Becker		

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Plat map

Borrower: MARK D. BECKER		File No.: 15032703
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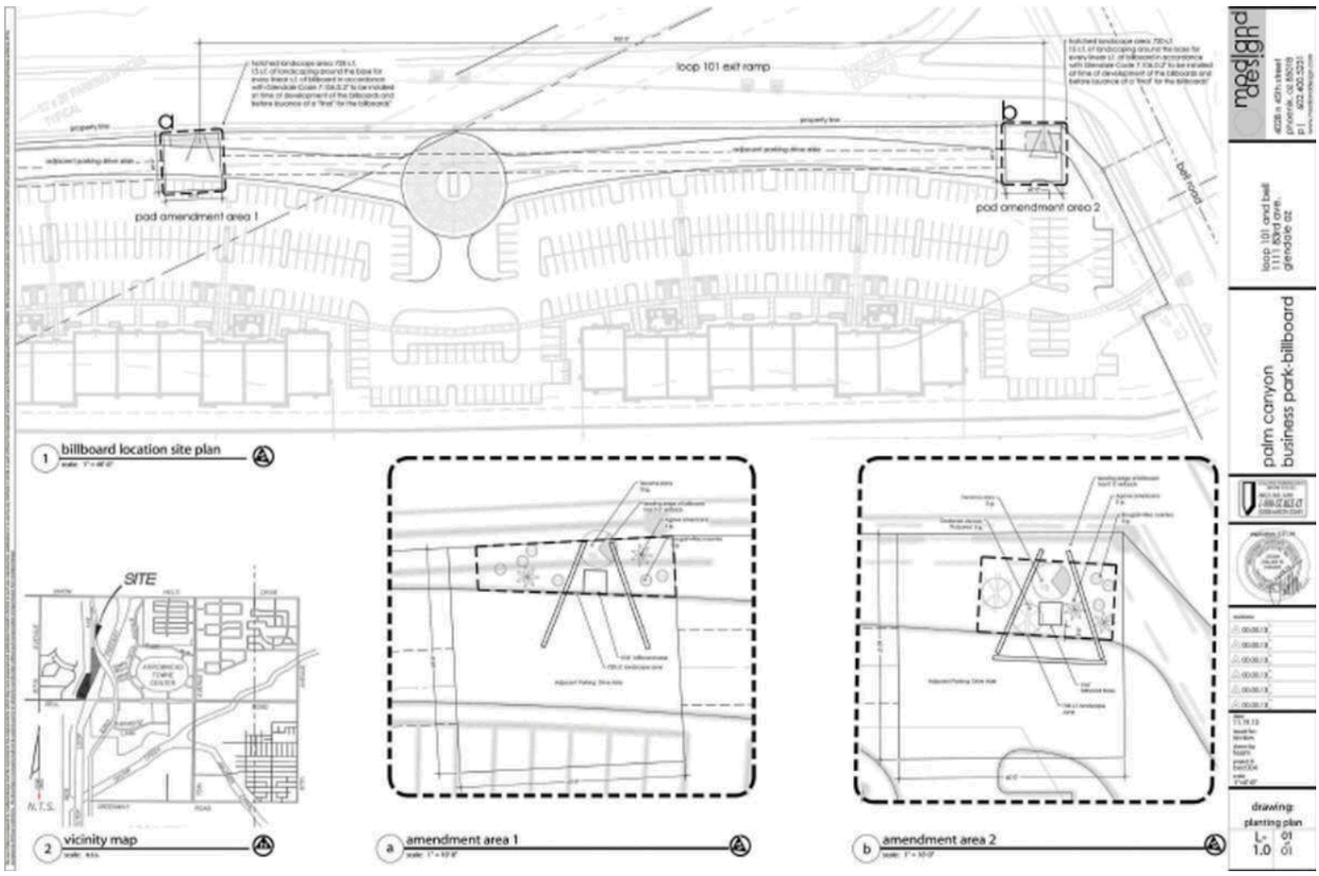
www.jaginc.net (website)

billboard landscape

Borrower: MARK D. BECKER		File No.: 15032703
Property Address: NWC OF BELL & LOOP 101		Case No.:
City: GLENDALE	State: AZ	Zip: 850304
Lender: Mark Becker		



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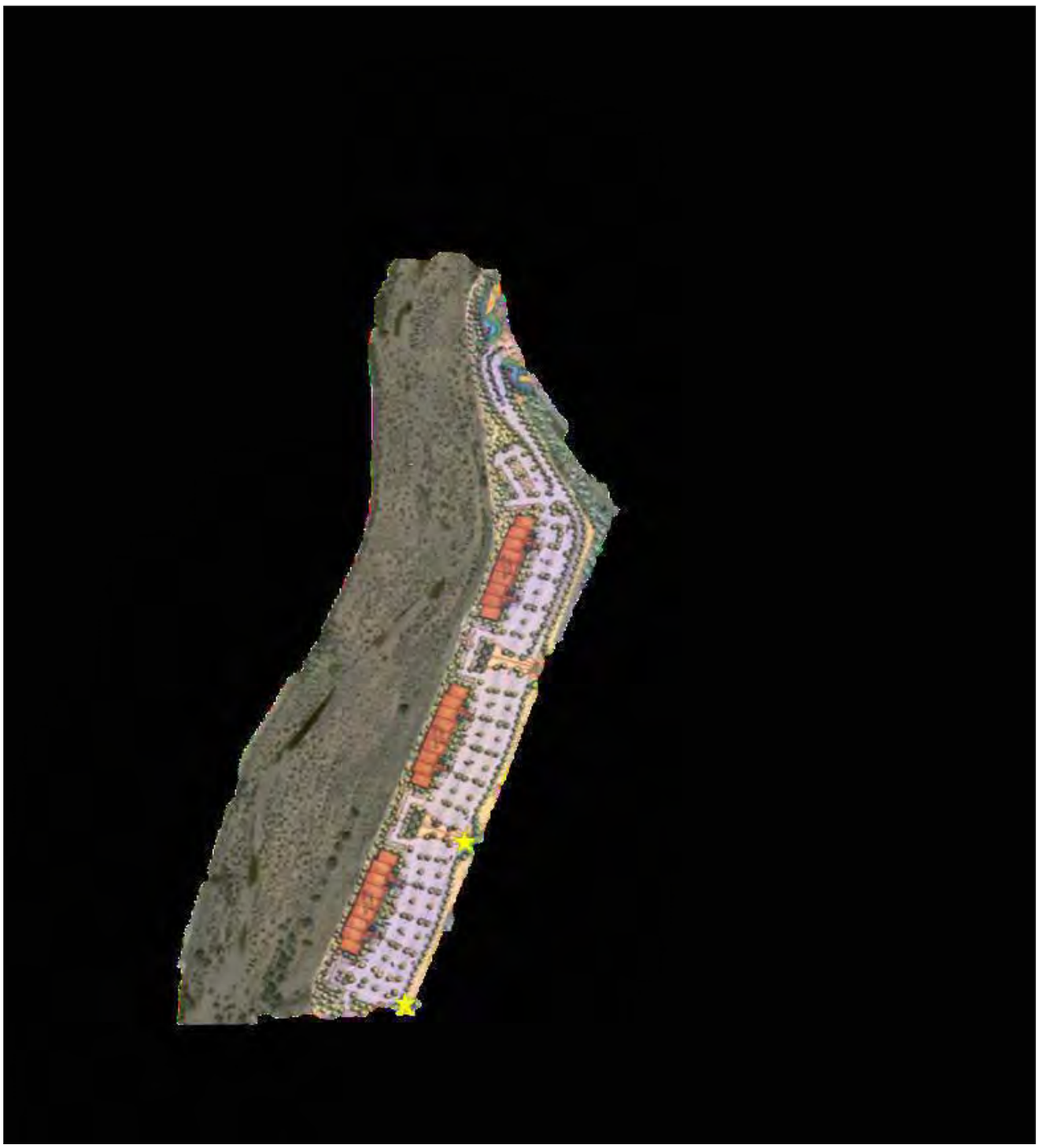
602-955-4701 (fax)
Orders@jaginc.net (email)
www.jaginc.net (website)

billboard locations / proposed commercial use

Borrower: MARK D. BECKER		File No.: 15032703
Property Address: NWC OF BELL & LOOP 101		Case No.:
City: GLENDALE	State: AZ	Zip: 850304
Lender: Mark Becker		



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602-955-4701 (fax)
Orders@jaginc.net (email)
www.jaginc.net (website)

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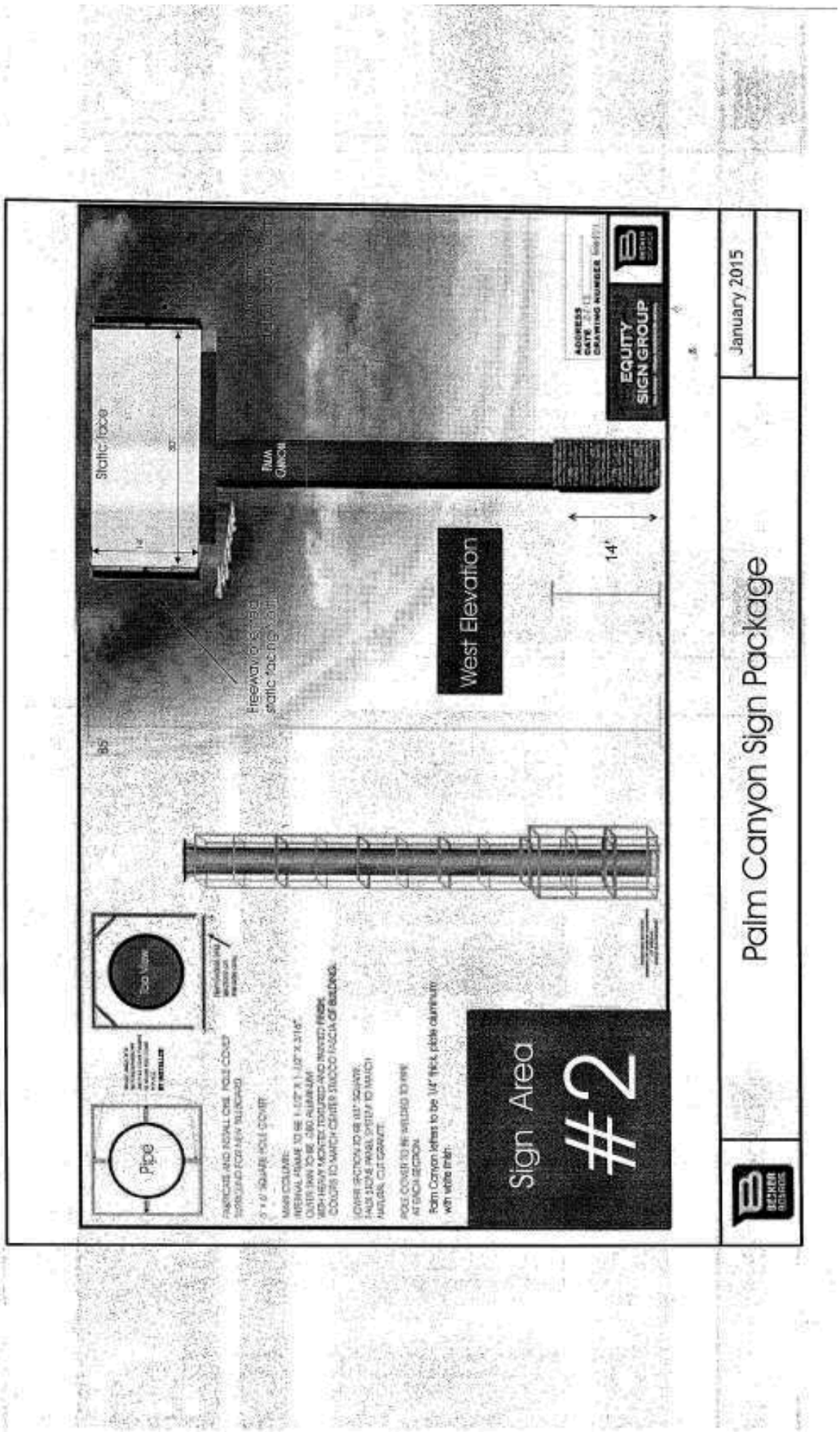
Property Address: NWC OF BELL & LOOP 101		Case No.:
City: GLENDALE	State: AZ	Zip: 850304
Lender: Mark Becker		



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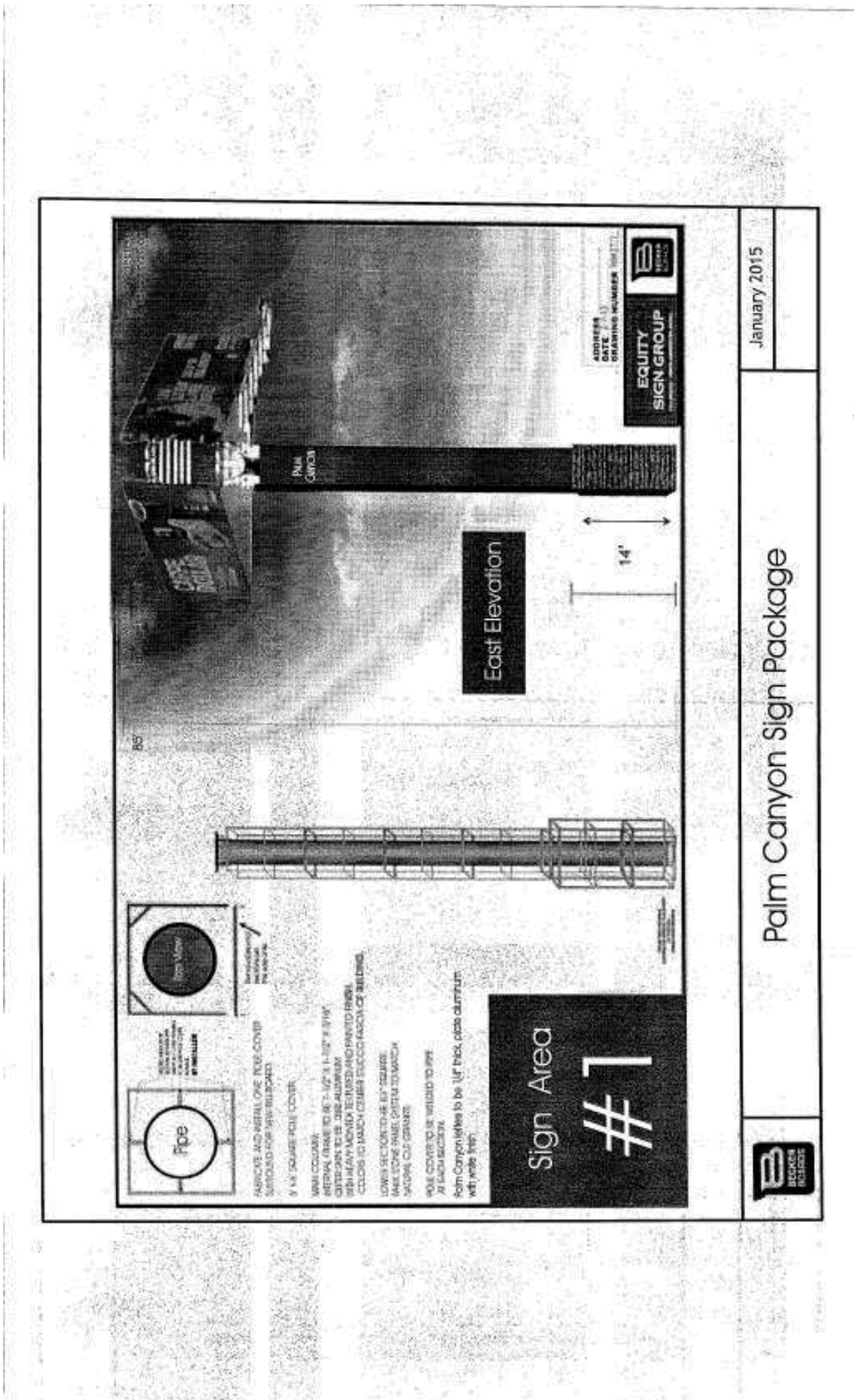
www.jaginc.net (website)

Borrower: MARK D. BECKER		File No.: 15032703
Property Address: NWC OF BELL & LOOP 101		Case No.:
City: GLENDALE	State: AZ	Zip: 850304
Lender: Mark Becker		



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Phoenix, Arizona 85016
602-955-4050 (phone)
602-955-4701 (fax)
Orders@jaginc.net (email)
www.jaginc.net (website)

Borrower: MARK D. BECKER
Property Address: NWC OF BELL & LOOP 101
City: GLENDALE State: AZ Zip: 850304
Lender: Mark Becker

File No.: 15032703
Case No.:

LICENSE

STATE OF ARIZONA
BOARD OF APPRAISAL

BE IT KNOWN THAT

JAY A. JOSEPHS

HAS MET ALL THE REQUIREMENTS AS A

Certified Residential Real Estate Appraiser

In accordance with Arizona Revised Statutes and on authority of the Board of Appraisal, State of Arizona.

This registration shall remain evidence thereof unless or until the same is suspended, revoked or expires in accordance with provisions of law.

CERTIFICATE NUMBER

20573

EXPIRATION DATE

December 31, 2016

In witness whereof the Arizona Board of Appraisal caused to be signed by the Chair of the Board and the Executive Director

Chair, Board of Appraisal — Date Issued: 12-8-2014

Executive Director of the Board of Appraisal — Date Issued: 12-8-2014

SHALL REMAIN PROPERTY OF ARIZONA BOARD OF APPRAISAL

CR1099

1641 E. Osborn Rd., Ste 8
Phoenix, Arizona 85016
602-955-4050 (phone)
602-955-4701 (fax)
Orders@jagjinc.net (email)
www.jagjinc.net (website)

BECKER BOARDS

PALM CANYON BILLBOARDS PAD AMENDMENT

"EXHIBIT G"

"PALM CANYON NASA NIGHT TIME"

N

March 15, 2015

YESCO Electronics
1651 North 1000 West
Logan, UT 84321
435-774-8800

March 27, 2015

Dear Mr. Becker,

YESCO Electronics has prepared a foot-candle lighting study to discuss how the proximity of two digital billboards within 900 feet of each other impact illumination and light trespass. Please see the attached supporting documents.

The attachments include a specific lighting study for both proposed billboard locations with the foot-candle measurements that apply YESCO Electronics displays manufactured for this location. For the purposes of this study, we demonstrated a scenario with digital billboard on the North facing side of Site # 2 and the South facing side of Site # 1. The two digital billboards would be directed towards each other.

Please note that while the illumination from the two displays is additive, under no circumstances will the illumination from both displays separately, or together exceed .3 foot candles over ambient brightness except for areas immediately in front each individual display (inside of 250'). Display brightness of .3 foot-candles or less above ambient brightness is a widely accepted guideline established by Lighting Sciences Inc. as the basis for determining appropriate light levels for digital billboards. We have included the report dated October 1 2008 for your convenience. Furthermore, at a distance of 450' from each face, or the center point between the two, the maximum nighttime increase over ambient brightness from two displays will be less than .18 foot-candles.

Outside of a 720 foot arc, the illuminance from the displays is approaching zero, and for all practical purposes, is immeasurably small.

All YESCO Electronics Displays are fitted with dynamic light sensors and back-up devices to ensure that displays are appropriately dim at night. These sensors take multiple measurements per minute and report back to the brightness control system. At dusk, the display will dim incrementally until it reaches

night mode. If there is a failure detected in one of the sensors, the brightness control system will force the display in the night mode.

Please feel free to reach out to me with any questions or concerns.

Sincerely,

Blake Gover
VP of Engineering
YESCO Electronics
1651 North 1000 West
Logan, UT 84321

REV TAG SYMBOL

REVISION HISTORY					
DWG EDITION	DWG EDITION DESCRIPTION	REV	REV DESCRIPTION	DATE	AUTHOR
1	INITIAL RELEASE	A	INITIAL RELEASE	3/30/2015	PTB

C:\Vault Working Folder\Designs\Library\Product\Palm Canyon Photometrics Analysis Drawing, Two Faces.idw

yesco ELECTRONICS
1651 NORTH 1000 WEST
LOGAN, UT 84321
(866) 989-3726

PALM CANYON BILLBOARDS
STATE ROUTE 101 SITE #1
NORTH FACE 704x200 20mm
JOB NUMBER 11-137

UNLESS OTHERWISE SPECIFIED
ALL DIMENSIONS ARE IN INCHES

UNSPECIFIED TOLERANCES
DECIMAL: ± .010
FRACTIONAL: ± 1/16
ANGULAR: ± 2°

ITEM REV

ITEM NO. PHOTOMETRICS

SHEET SIZE A

DWG EDITION 1

3/30/2015

SCALE AS NOTED

SHEET NO. 1 OF 2

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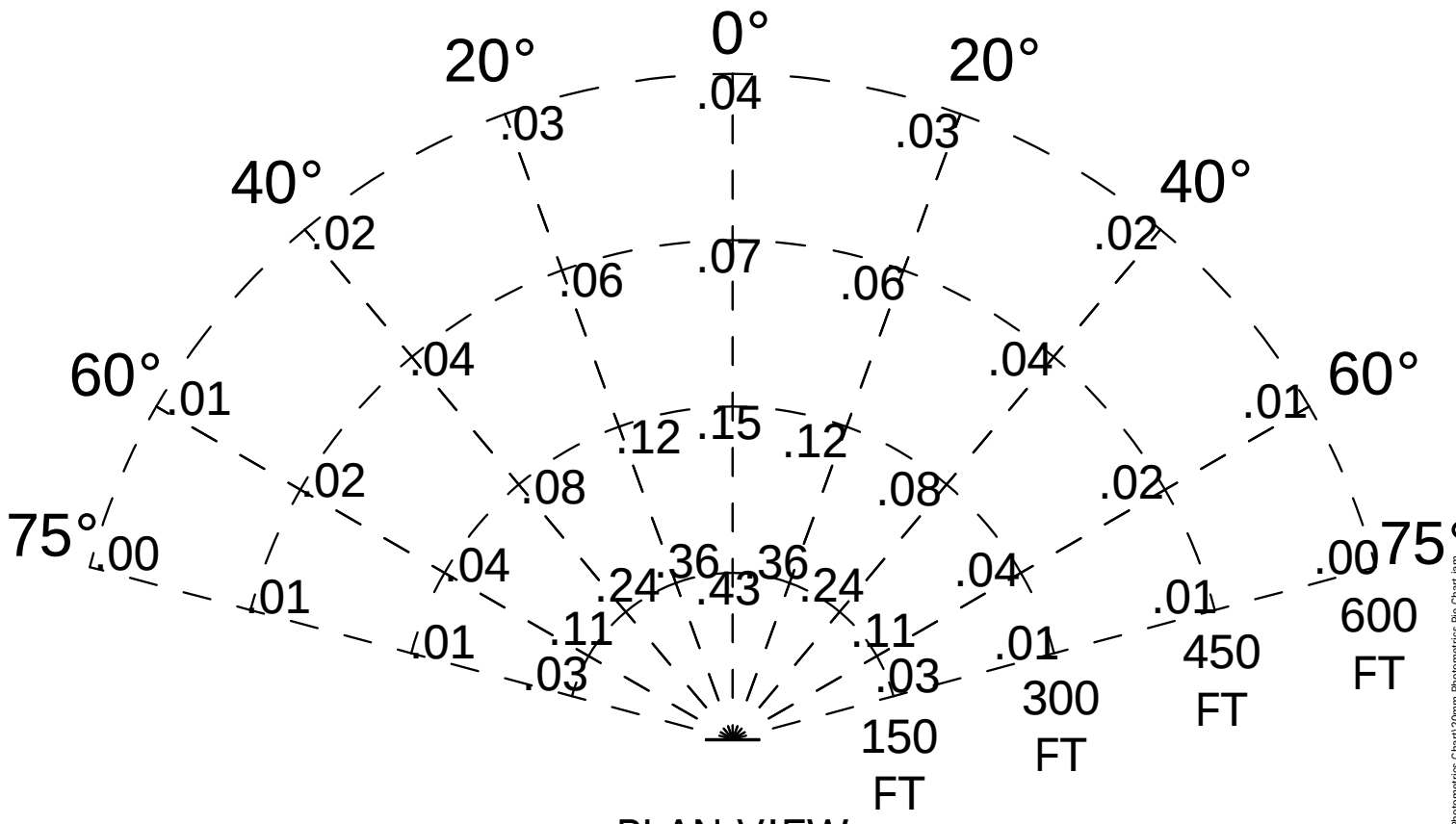
DISPLAY SHOWN AT NIGHTTIME LEVELS, WHICH IS 4% OF MAXIMUM BRIGHTNESS.
CALCULATIONS ARE BASED ON ALL WHITE CONTENT BEING DISPLAYED.
STATISTICALLY, THE UTILIZATION RATE IS 25%-35% WHICH RESULTS IN ACTUAL
LIGHT CALCULATIONS 25% OF THOSE SHOWN ON THIS ANALYSIS.
LIGHT LEVELS SHOWN ARE IN FOOT CANDELES (FC).



PLAN VIEW
SCALE 1 / 2000

C:_Vault Working Folder\Designs\20mm\20mm Photometrics Chart\20mm Photometrics Pie Chart.iam
C:_Vault Working Folder\Designs\Library\Product\Palm Canyon Photometrics Analysis Drawing, Two Faces.dwg

ELECTRONICS 1651 NORTH 1000 WEST LOGAN, UT 84321 (866) 989-3726 yesco		PALM CANYON BILLBOARDS STATE ROUTE 101 SITE #1 NORTH FACE 704x200 20mm JOB NUMBER 11-137		
UNLESS OTHERWISE SPECIFIED ALL DIMENSIONS ARE IN INCHES UNSPECIFIED TOLERANCES DECIMAL: ± .010 FRACTIONAL: ± 1/16 ANGULAR: ± 2°	ITEM REV A	ITEM NO. PHOTOMETRICS	SHEET SIZE A	DWG EDITION 1 3/30/2015
		SCALE AS NOTED	SHEET NO. 2 OF 2	

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LIGHTING SCIENCES

Lighting Sciences Inc.
7826 East Evans Road
Scottsdale, Arizona 85260 U.S.A.
Tel: 480-991-9260 Fax: 480-991-0375
www.lightingsciences.com

October 1, 2008

Report to: Outdoor Advertising Association of America

Subject: Digital Billboard Recommendations and Comparisons to Conventional Billboards

Abstract

This report summarizes several research projects undertaken by Lighting Sciences, Inc. (LSI) related to billboard lighting. The topics that have been addressed are:

- Development of digital billboard luminance recommendations
- A comparison of luminances of conventional billboards and digital billboards
- "Sky Glow" lumens entering the night sky from conventional and digital billboards.

i. Digital Billboard Luminance Recommendations

Lighting Sciences, Inc., has undertaken research to develop a method for specification of luminance (brightness) limits for digital billboards based on accepted practice by the Illuminating Engineering Society of North America (IESNA). The recommendation is extremely simple to implement and requires only a footcandle (fc) meter to be used.

The research establishes criteria for billboard luminance limits based on billboard-to-viewer distances for standardized billboard categories. For example, a standard billboard-to-viewer distance of 250 feet is used to establish the billboard luminance limits for a 14' x 48' foot (672 sq.ft.) bulletin.

The recommended technique is based on accepted IESNA practice for "light trespass." Previous outdoor lighting research has documented an established limit on the amount of light arriving at a person's eyes to ensure that the source of the light is not offensive, or worse, potentially dangerous. The technique is simple: the light level at the eye is measured in footcandles and has an upper limit. The limit is low for areas that are generally quite dark, but considerably higher in well lit urban areas.

A recommended specification for digital billboards is to use a limit of 0.3 fc over ambient light conditions. To check if the level is acceptable, a footcandle meter would be held at a height of 5 ft. (which is approximately eye height) and faced towards the billboard at the desired billboard-

to-viewer distance. A reading of 0.3 fc or less above ambient light conditions would indicate compliance.

The standards set forth in the report are based on the worst-case scenario of a driver or pedestrian viewing the display head-on (directly at a 90-degree angle), while in practice most displays are viewed at an angle. Since displays are generally viewed at an angle, the luminance (glare) is substantially reduced.

Furthermore, the report provides values for billboard luminance of different color images and notes that luminance levels are based on a worst-case scenario of an all-white display, which is unlikely to happen, save for a malfunction. Knowing these values, and having established a billboard luminance limit for a particular billboard, the allowable percentage of dimming setting is also easily calculated .

The investigations and this report do not cover factors related to changing images and billboard message movement. Issues that may be related to motorist attention are beyond the scope of the work and use of the proposals in this study should be based on that understanding.

ii. Comparison of Conventional and Digital Billboard Luminances

A study by Rensselaer Polytechnic Institute Lighting Research Center has measured the luminance of typical conventional billboards and has developed the maximum value of luminance that can be expected. LSI has compared the recommendations developed in this report to the Rensselaer measured values. The digital billboards will be brighter, but only slightly brighter, than the maximum luminance of conventional billboards.

iii. Sky Glow

Sky glow is caused by lighting at night entering the atmosphere and being scattered by airborne particulates. Sky glow may result from the use of lighting fixtures that emit light above a horizontal plane so that it enters the atmosphere directly. The effect also is caused by light reflecting from lighted objects, such as a road surface, a building or a billboard.

The study has evaluated the amount of light entering the atmosphere from a variety of lighting installations. Measured in "sky lumens," the results allow a comparison to be made of different lighting systems relative to sky glow. Specifically calculations have been made to compare the sky lumens produced by conventional billboard lighting systems, both three and four luminaire bottom mounted systems lighting a standard 14 x 48ft. billboard, to the sky lumens caused by roadway and parking lot lighting.

Various scenarios have been used for the roadway lighting, combining residential and major highway lighting in a typical neighborhood. Areas have been considered that consist only of roadway lighting, as well as areas that contain both roadway and parking lot lighting.

The results of the study support a conclusion that the vast majority of sky glow is a product of urban development. Even where full cut-off fixtures are used on all roadway and parking lot lighting fixtures, and if there is an average of one billboard per square mile, over 96% of the sky glow produced per urban square mile is from those sources and not billboard lighting, for the conditions examined. For the examples considered, a single three fixture billboard lighting system produces approximately 2 to 3% of the sky lumens caused by roadway/parking area lighting in the example one square mile area. For a four fixture billboard lighting system, the range becomes roughly 2.5 to 4%. These figures can be prorated. For example, if there are two such billboards per square mile, the percentages are doubled; if there is one such billboard per two square miles, the percentages will be halved.

The exact percentages of sky glow are affected by the density of roadways/parking areas, the type of lighting fixtures used and the lighting level provided, among other factors. However, it is apparent that for the scenarios considered, the contribution of billboard lighting to sky glow is small in comparison to that from other sources of lighting. The other sources produce 96 to 98% of sky lumens, compared to the 2 to 4% produced per billboard in the example urban square mile.

Digital billboards operating at the luminance levels recommended in this report produce much fewer lumens into the night sky than conventional bottom mounted lighting systems. This is primarily due to the elimination of the external luminaires, but also is a result of the characteristics of the billboard pixel design whereby light in upward directions is reduced in comparison to light sent below the horizontal in the direction of viewers.

Definitions

Luminance. Also known as photometric brightness, this is the "brightness" of the billboard as seen from a particular angle of view. It is measured in candelas per sq. meter, also termed "nits."

Illuminance. This is the amount of light from the billboard landing on a distant surface. It is measured in footcandles (fc) or lux.

Intensity. This is the candlepower, or concentration, of light emitted in a given direction from the entire billboard.

Reflectance. This is a measure of the proportion, or percentage, of light falling on a surface that is reflected by the surface.

SECTION A – DIGITAL BILLBOARD LUMINANCE RECOMMENDATIONS

A1. Introduction

This report has been prepared for OAAA under the contract issued to Lighting Sciences Inc. for the development of luminance (brightness) recommendations for digital billboards under nighttime conditions. Extensive investigations have been conducted into methodologies that could be used to develop such recommendations, specifically addressing environmental impact and possible visibility effects on drivers.

The following approaches can be used:

1. Develop billboard recommendations based on the control of possible glare to which drivers may be subjected.

or 2. Produce recommendations founded on environmental impact, addressing the subject known as light trespass.

Either of these methods can be used as a viable approach to providing an acceptable practice for the control of digital billboard appearance, though the first method has disadvantages. In analyzing these methods, strict attention has been paid to satisfying the following:

1. The needs of the general public, including drivers.

2. The requirements of local government personnel, who may wish to incorporate language into ordinances related to the use of digital billboards. For this, the procedures must be straight forward and enforceable.

3. The needs of OAAA members, who require effective use of digital billboards, which in turn requires adequate brightness for clear visibility.

The two approaches are addressed below.

A2. Method 1, Specifications Based on Driver Glare

Drivers on roadways at night where virtually any form of lighting is provided are inevitably subjected to glare. Glare may be, for example, from oncoming headlights, street lights, or commercial lighting, including billboards. There are recommended limits to the amount of glare

that can be produced by vehicle headlights (from the U.S. Department of Transportation) and by roadway lighting (from the American National Standards Institute and the Illuminating Engineering Society of North America –IESNA.) In particular, the extensive procedures that have been developed by IESNA can, in theory, be used to produce limitations on digital billboard luminance that will ensure that any glare problems created for drivers will be relatively minor, in the order of glare often produced by a street lighting installation.

Lighting Sciences has conducted detailed investigations into this approach, based upon publication ANSI IESNA RP-8-00, "American National Standard Practice for Roadway Lighting." The basic procedures for such a method would be to specify an allowable average billboard luminance level that would ensure that the glare it produces does not exceed certain limits. These limits would be based on the level of highway lighting that is present. For example, higher billboard luminances would be allowed where a high level of street lighting is provided. Publication RP-8-00 classifies highways into many different types, and there is a set of recommendations for the lighting of each type. Thus using these principles for digital billboard specifications, there would be many different recommended billboard luminance limits, dependent upon the form of roadway lighting provided in the area.

After much consideration, Lighting Sciences does not recommend this approach for establishing digital billboard luminance limits. The reasons include the following:

1. Publication RP-8-00 describes 14 different roadway classifications. These are based on different roadway types (for example, freeways, major roadways, local roadways). There is a further breakdown based on the level of pedestrian activity, which may be high, medium or low. Basing billboard luminances on this wide range would produce a complex system of specifications that would lack the simplicity and clarity that is our goal.

2. Digital billboards are frequently visible from numerous vantage points. This creates an issue of deciding which of the 14 different categories would be applicable if different levels of roadway lighting exist in a general area.

3. There is further complexity in determining the amount of glare produced by a digital billboard using the methodology of publication RP-8-00. The amount of glare is affected not only by the luminance of a digital billboard, but by its distance from the driver. What distance would be selected to perform the necessary calculations when the driver might view the billboard from a wide range of distances?

4. The amount of glare is affected also by the location of the billboard with respect to the driver's line of sight. This changes as the driver looks in different directions and as his location changes. What billboard position would be used?

5. The extent of any glare produced is dependent upon the billboard size. Recommended limits of luminance, if based on glare control, would be different for each billboard size.

Thus it can be seen that, because of all the variables involved, the establishing of realistic billboard luminance limits based on the RP-8-00 methodology would be exceedingly complex. Even if simplifications were introduced, there would be problems in deciding which luminance limit would be applicable to a given billboard. Checking and enforcement similarly would be highly problematic. For these reasons, Lighting Sciences Inc. has not developed and is not recommending a billboard luminance specification system based upon glare limitations. However, in conducting the detailed study of this method and the second method that follows below, it has been determined that if the method provided below is adopted, billboard luminances will be such that producing a significant amount of glare to drivers from a single digital billboard is unlikely, (although a multiplicity of such billboards appearing in the driver's field of view simultaneously may possibly create a problem.) Further evaluations of this topic are suggested using documents produced by other research organizations.

A3. Method 2, Specification Based on Light Trespass

A3.1 Method Overview

"Light trespass" is a term used in the outdoor lighting industry to describe light that falls outside of the area that is primarily intended to be lighted. For example, if the lighting system for a shopping center parking lot causes light to spill over into an adjacent residential neighborhood, this would be considered to be light trespass. High levels of light trespass, as well as being wasteful of energy, may have an appearance that is objectionable. Publication TM-11-00 of the IESNA provides a table of limits of light trespass for various "lighting zones." These zones range from "no ambient electric light" (dark rural areas) to "high ambient electric light" (typically high use urban areas.) The limits are expressed in terms of the illuminance in footcandles that the light source in question can produce at a person's eyes, measured above the ambient lighting that is produced by all other sources of light. The limitation values were determined from an extensive human factors research project into the levels of light trespass that may or may not be considered objectionable in the various zones. Application of the limits keep light trespass to a low level that is unlikely to be considered objectionable to most persons.

Digital billboards are not the form of lighting that TM-11-00 was developed to limit. In fact, digital billboards are specifically intended to be seen over a wide area, much of which may be remote from the billboard itself. Nevertheless, the principles of TM-11-00, in terms of the calculation method and the limits it provides, can be examined to determine whether the methodology can form a useful method of specifying billboard luminance limits.

Numerous calculations have been performed to evaluate billboard luminance in terms of the TM-11-00 procedures. The calculations involved are simpler than those discussed above for RP-8-00 procedures, as they simply involve determining the illuminance in footcandles (fc) at the location of the eyes of a viewer. (Referred to as "eye illuminance.") TM-11-00 provides four different eye illuminance limits depending on the lighting zone, E1 to E4, ranging from very low ambient electric light to high ambient electric light. See table 1. (A description of each type of ambient electric light zone is included in Appendix B.)

Table 1
Eye Illuminance Limits (Light Produced by Billboard, above Ambient)

Zone		Eye Illuminance Limit (fc)
E1	Very low ambient electric light	0.1
E2	**Low ambient electric light**	**0.3**
E3	Medium ambient electric light	0.8
E4	High ambient electric light	1.5

To simplify billboard luminance specifications, it is proposed that all billboard luminance limits, no matter where a billboard is located, are governed by the values given in the above table for zone E2. This will then produce a uniform method that does not require the lighting zone to be known. The logic for choosing zone E2 is based on two considerations. Firstly, it is highly unlikely that digital billboards will ever be used in areas described as zone E1. E1 applies to inherently very dark rural areas where there is almost no electric lighting, such as national parks. Digital billboards are likely to be used in zones E2 through E4. By using the limitations specified by IESNA for zone E2, the specifications are very stringent; any billboard meeting the E2 limits will be satisfactory for the higher ambient light conditions of zones E3 and E4. On this basis, while any eye illuminance value could be used, this report recommends using only that provided for zone E2.

Providing that a method is available to calculate the billboard luminance that will generate a certain illuminance at the eye of a viewer, the illuminance limits of TM-11-00 can be converted to billboard luminance limits. The conversion formula is provided below. It must be noted, however, that this method is not totally straightforward, for there are variables that must be considered for any given billboard, also discussed below.

A3.2 Determining the Maximum Allowable Billboard Average Luminance

The system for relating billboard luminance to the illuminance produced at the eye is briefly summarized in this section. A more detailed coverage of this topic, and lighting units and terms in general, is provided in Appendix A.

Billboard luminance (which refers to the *average* luminance or brightness of billboard) is expressed in candelas per square meter, cd/sq.m., sometimes termed "nits." The illuminance produced at the eye, considered as landing on a vertical plane at the eye, is designated E_v and is measured in footcandles.

To determine the maximum billboard average luminance, L, that can be allowed so as to meet a given illuminance limit at the viewer's eye, E_v in footcandles, the following must be know:

- Area of billboard = S sq. ft.
- Distance from billboard center to observation point = D feet (as measured from a plan view. Differences in height of the billboard and viewer normally can be disregarded, as can lateral angle effects from the billboard face.)

Allowable maximum billboard average luminance, $L = \frac{10.76\, D^2\, E_v}{S}$ cd./sq.m. (nits)

_____1

For example, to determine whether a billboard meets a particular limit for the IESNA publication TM-11-00, the following steps are taken:

1. Select the applicable lighting zone. It is proposed that E2, an area with a low level of electric lighting, be selected as a standard.
2. Find the applicable eye illuminance limit from table 1. If zone E2 is assumed, this will be 0.3 fc.
3. Determine the billboard size. Assume for example a billboard measuring 10 ft. 6 ins. x 36 ft., giving an area of 378 sq. ft.
4. Assume a distance to the viewer. Use 200 ft. (See discussion below).

These values are entered into formula 1 above.

Allowable maximum billboard average luminance $= \frac{10.76 \cdot 200^2 \cdot 0.3}{378}$

$= 342$ cd/sq.m. (nits)

A3.2.1 Viewer Distance

The distance from the billboard to the viewer, D in the above formula, has a significant effect on the calculated allowable maximum billboard luminance. Billboards are typically viewed over a range of distances, and so the choice of the value of D will be somewhat arbitrary. A short distance such as 100 ft. is probably too small for normal situations, and can produce a very low luminance limit. On the other hand, a very large distance such as 1000 ft. will rarely be applicable because viewers will normally be closer when reading the billboard.

It may be questioned whether a short distance should be used as a standard to guard against possible glare effects produced at the eyes of a person driving past a digital billboard. Considering this, as a driver moves closer to a billboard that is positioned to the side of the roadway and the driver is viewing the road ahead, the lateral angle from the driver's line of sight to the billboard increases. This angular effect causes any glare that the billboard may produce to reduce significantly. (Reference: American National Standard for Roadway Lighting, publication ANSI/IESNA RP-8-00, section A7. Glare reduces as the square of the angle from the line of sight.) Further, as this angle increases, the light intensity (candelas) directed toward the driver's eye decreases, as shown by photometric testing of a sample billboard. (Lighting Sciences Inc. test report no. LSI 21628). This effect also contributes to the reduction in glare as the driver approaches and then passes the billboard. These two effects more than offset other factors in determining the glare produced at the driver's changing location: that is, glare actually reduces as the driver's distance to a billboard that is off the side of the road becomes smaller, assuming attention is on the road ahead.

In discussions with members of the advertising industry, it is apparent that billboard size and viewing distance are related. Larger billboards are used to attract viewers at a greater distance, while small billboards are provided where the observer is fairly close. On this basis, the viewing distances, D, provided below are suggested for use with the formula, based on four prevalent standard billboard sizes:

Table 2
Proposed Viewer Distance Values, D

Billboard Size	Billboard Dimensions (ft)	D ft.
Small	11 x 22	150
Medium	10.5 x 36	200
Large	14 x 48	250
Very large	20 x 60	350

If there is a specific reason why a value of D other than as given above should be applied for a particular billboard installation, this different value may be substituted accordingly in the formula. It should be noted, however, that use of the above distances for the various billboard sizes, and the billboard luminance values so produced, have been field evaluated and appear to be reasonable.

A3.2.2 Allowable Average Luminance and Billboard Size

For any given billboard size, formula 1 can be used to compute the allowable average luminance by incorporating the suggested distance value from table 2. The results for the standard dimension billboards are provided in table 3.

Table 3

Maximum Level of Digital Billboard Average Luminance
Candelas per Sq.M. (Nits)

Proposed Standard
(Based on IESNA Lighting Zone E2)

Billboard Dimensions (ft.)	D** ft.	Luminance (Cd./sq.m.)
11 x 22	150	300
10.5 x 36	200	342
14 x 48	250	300
20 x 60	350	330

*Based on an illuminance produced at the viewer's eye of 0.3 footcandles.

** Distance measured at ground level to observer facing the billboard perpendicularly

A3.3 Digital Billboard Photometric Testing

A small sample digital billboard was supplied to Lighting Sciences' laboratories in Scottsdale, Arizona for photometric evaluation. This was a model as commercially produced in November 2006 by Young Electric Sign Company. This was tested using a model 6440 goniophotometer. Tests were run for the device displaying entirely white, red, green and blue colors respectively. The white color is not formed by illuminating white LED's but rather by a combination of red, green and blue LED's.

The digital billboard was programmable for different levels of dimming. Tests were conducted to measure the luminance at 10% dimming steps from 100% down to 10%.

It was determined that the actual luminance reduction achieved using the various dimming steps accurately corresponded to within a few percent of the dimming settings indicated on the controller.

Data from the series of tests allow the calculation of the luminance of any digital billboard color for full intensity or any level of dimming. Of specific interest were the luminances of a white display because this is the maximum luminance color, as it is generated by the combination of the red, blue and green LED's.

A3.4 Determining the Allowable Dimmer Setting

If a billboard luminance limit has been established by the methodology described above, the photometric data can also provide the dimming setting to be used.

Results of the testing indicated that the digital billboard produced a maximum average luminance of approximately 7000 cd/sq.m. when displaying a completely white image at full power. In the above example, to limit the luminance to 342 cd/sq.m. the dimmer setting can be computed as follows:

$$\%\ \text{dimmer setting} = \frac{\text{Allowable luminance}}{7000} \times 100$$

$$= \frac{342}{7000} \times 100$$

$$= 4.9\%$$

This example is for a medium billboard size measuring 10.5 x 36′. The dimmer setting will be different for other billboard sizes because the allowable luminance changes per table 3. Table 4 presents the dimming settings calculated in an equivalent manner for the standard billboard sizes.

Table 4

Suggested Dimming Settings

Proposed Standard
(Based on IESNA Lighting Zone E2)

Billboard Dimensions (ft.)	Dimming Setting
11 x 22	4.3%
10.5 x 36	4.9%
14 x 48	4.3%
20 x 60	4.7%

It should be noted that table 4 is applicable only to the digital billboard that was tested. Different types of billboards will produce different results, and therefore require separate photometric testing.

A3.5 Non-white Billboards

If the digital image will never be totally white, higher % dimming settings can be used while still meeting the luminance limit. The actual measured luminances for the sample billboard measured in 2006 for a 100% luminance setting for different colors are:

White	7000 cd/sq.m.
Red	1500 cd/sq.m.
Green	5100 cd/sq.m.
Blue	700 cd/sq.m.

For a normal image that includes multiple colors, the average luminance for a 100% setting will depend on the proportion of colors in the mix. Software and instrumentation is available to analyze billboard luminance when the billboard is being programmed.

A3.6 Adoption of the Method

This method uses the established and recommended procedures of IESNA to develop billboard luminance limits. The procedure can be adopted by referring to the limits of IESNA publication TM-11-00 as provided in table 1 above, with the suggestion that lighting zone E2 values be

used as a standard. Billboard-to-viewer distances are proposed to be as provided in table 2 above.

Table 3 summarizes the recommended maximum billboard luminance values based on tables 1 and 2. These can be adopted directly into an ordinance or set of guidelines.

The limitations of TM-11-00 were established through research conducted by Lighting Sciences Inc. under a contract from the Lighting Research Office of EPRI (Electrical Producers' Research Institute). The basis of TM-11-00 was subsequently provided to IESNA to form the publication. Field use of the values for various forms of outdoor lighting confirm that the values are realistic and prevent undue annoyance to a majority of viewers, and thus appear to have formed a satisfactory basis for specifying such lighting limits.

The procedures outlined in this section of this report, method 2, specifications based on light trespass, are recommended by Lighting Sciences Inc. for evaluation and possible subsequent adoption by OAAA.

A3.7 Enforcement

After a billboard is installed, there will be cases where it is desired to evaluate the billboard luminance to ensure that it does not exceed the specified value. This procedure is extremely simple and requires only a footcandle meter.

The billboard luminance specification is based on ensuring that a certain footcandle level created by the billboard is not exceeded at a chosen distance. Thus all that is needed to check compliance is the measurement of the footcandles level at that distance with the billboard on and off. The footcandle meter would be held at a height of 5 ft. (which is approximately eye height) and aimed towards the billboard, from a distance as selected from table 2. If the difference in illuminance between the billboard-on and billboard-off conditions is 0.3 fc, then the billboard luminance is in compliance. When conducting this check, the meter should be at a location perpendicular to the billboard center (as seen in plan view) as this angle has the highest luminance.

This check should include the measurement of an all white image displayed by the billboard to evaluate the worst case condition.

A4. Summary of Proposed Method

Specification based on the light trespass limits adopted by IESNA in publication TM-11-00 appears to provide a manageable and technically viable technique.

It is proposed to use the IESNA recommended limits for environmental lighting zone E2, low level electric lighting, as a standard. This limits the maximum illuminance produced by the billboard and measured at the eye of a viewer to 0.3 footcandles over ambient. It is further proposed that the viewer be positioned from the billboard at ground level and facing in a direction perpendicular to the billboard. The distance will be dependent upon the billboard size.

Under these conditions, to meet the 0.3 fc limitations, the maximum allowable billboard average luminance will be as given in table 3 for various standard billboard sizes. The percentage dimmer setting, expressed as a percentage of the billboard maximum luminance, can be calculated from the table 3 luminance value, based on the maximum luminance of a billboard being 7000 cd/sq.m. or some other known value.

Because these values have been derived from IESNA publication TM-11-00, which in turn is based on an extensive human factors research project, adoption of such values should satisfy the requirement that most persons will not find these billboard luminances to be objectionable.

SECTION B – BILLBOARD LUMINANCE : DIGITAL VERSUS CONVENTIONAL

The foregoing has provided recommendations for the average luminance limits for digital billboards. It is of interest to compare these to the luminance levels found with conventional billboards. Such billboards are most commonly lighted using luminaires designed for this specific purpose, manufactured by the Holophane Company. Most installations consist of a series of fixtures that use 400 watt Metal Halide lamps. Typically a 14 x 48 ft. large billboard is lighted by four such fixtures mounted along the bottom edge of the billboard. Some billboards, employ a lighting system using only three bottom mounted luminaires. Other designs may use top mounted lighting in various configurations. An optical refractor or lens is used on each luminaire to direct light onto the billboard, which increases the billboard luminance.
The luminance of conventional billboards has been addressed in a study by the Lighting Research Center of Rensselaer Polytechnic Institute that was sponsored by the New York State Department of Transportation. A technical memorandum has been developed titled "Evaluation of Billboard Luminances" dated March 31, 2008. This memorandum states the following:

"... it is probably reasonable to expect that the luminance of a conventional billboard would not be likely to exceed about ***280 cd/sq.m.*** during the nighttime (assuming typical lighting practice as represented by the IESNA and industry recommendations, and by the lighting systems used on the billboards that were measured in the field)..."

The report indicates that the value of 280 cd/sq.m. (nits) is consistent with clean billboard lighting systems using new lamps. This is also the condition used for testing the digital billboard at Lighting Sciences' laboratories as referenced above.

It is thus anticipated that digital billboards operated in accordance with the recommendations developed above, (300 to 342 nits, depending on size), will be brighter, but only slightly brighter, than the maximum luminance of conventional billboards.

SECTION C – SKY GLOW

C1 Introduction

A further factor, "sky glow," has been addressed in relation to both conventional and digital billboards.

Sky glow is caused by light at night entering the atmosphere and being scattered by airborne particulates. Sky glow may result from the use of lighting fixtures that emit light above a horizontal plane so that it enters the atmosphere directly. The effect also is caused by light reflecting from lighted objects, such as a road surface, a building or a billboard.

It is highly desirable to reduce sky glow in order to preserve dark skies. This is an environmental concern, as well as a significant factor influencing the ability of astronomers to study the night sky.

The amount of light entering the atmosphere from a variety of lighting installations has been evaluated. Measured in "sky lumens," the results allow a comparison to be made of different lighting systems relative to sky glow. Specifically calculations have been made to compare the sky lumens produced by a typical billboard lighting system to the sky lumens caused by roadway and parking lot lighting. Extensive work was conducted for conventional billboards, then later work compared newer digital billboards to the conventional billboards.

Various scenarios were used for the roadway lighting, combining residential and major highway lighting in a typical neighborhood. Areas were considered that consist only of roadway lighting, as well as areas that contain both roadway and parking lot lighting.

C2.1 Conventional Billboards

A 14 x 48 ft. billboard was evaluated using both three and four bottom mounted Holophane "Panel Vue" fixtures. Each was equipped with a 400 watt metal halide lamp rated at 40,000 lumens. Photometric test data were obtained from the manufacturer and computerized calculations were performed.

All calculations were based on a 0.70 Light Loss Factor, or Maintenance Factor, to account for the reduction of light output as the lamp ages and as the fixture collects dirt.

For both the three and four fixture lighting systems, the following quantities were calculated:

Total uplight lumens emitted by the group of fixtures
Total lumens intercepted by the billboard
Total lumens intercepted by the billboard underboard
Total lumens emitted upwards by fixture that do not strike the billboard or underboard. (Direct sky lumens)
Total lumens reflected upwards by the billboard
Total lumens reflected upwards by the underboard
Total lumens reflected upwards. (Indirect sky lumens)

The manufacturer's data were used directly; no additional shielding was assumed for the lighting fixtures.

Results obtained for the three and four fixture systems in terms of total sky lumens are as follows:

3 fixture system: 23,415 lms
4 fixture system: 31,535 lms

These values will be affected by the reflectance of the billboard face material, which is dependent on the lightness/darkness of the material. An average value of 25% was used, derived from laboratory measurements of sample billboard face materials. A reflectance value of 2.5% was used for the underboard.

No account is taken in these calculations of the angular direction of the uplight lumens as they enter the atmosphere, which is likely to have some influence on the degree of sky glow that is produced.

C2.2 Roadway Lighting

For this study, billboard lighting was compared to roadway lighting. While it is recognized that there are many sources of nighttime light other than roadway lighting, this form of lighting usually constitutes a major source of uplight lumens.

LSI has produced roadway lighting designs for three different roadway types and has computed resultant uplight lumens, as follows:

Local roadway. Illuminating Engineering Society of North America (IESNA) specification is 0.7 footcandles average maintained lighting level, with a 6:1 average to minimum uniformity. (i.e. The minimum footcandles at any point will not be less than one sixth of the average.)

Collector roadway. IESNA specification is 0.9 fc maintained, 4:1 uniformity.

Major roadway. IESNA specification is 1.3 fc maintained, 3:1 uniformity.

In all three cases, "medium pedestrian conflict" per IESNA was assumed.

A Light Loss Factor or Maintenance Factor of 0.70 was used, so as to be equivalent to the same factor used for the billboard calculations.

For each roadway, lighting system design has been conduced using a flat glass "full cut off" fixture, and the older style "cobra-head semicutoff" fixture with glass bowl lens. The full cut off fixture allows no light to escape above the horizontal, while the semicutoff fixture emits a few percent of its total lumens above the horizontal.

Most existing roadways, particularly where the lighting was installed 15 or more years ago, will use the glass bowl lens. Because of a desire to control sky glow, many agencies have now switched to full cut-off optics. In any urban area, both types of fixtures are likely to be present. By analyzing roadway lighting with each of these fixture types, a realistic range of possibilities is examined.

For all designs, various pole heights were investigated. Each design was optimized to acquire the maximum pole spacing that can be used while meeting the IESNA lighting specifications. Thus the design procedures were similar to those used by typical roadway lighting designers.

For each lighting system, the following were calculated, all on the basis of a single mile of roadway:

Total lumens falling on the roadway
Total lumens falling on the ground outside of the roadway
Total lumens reflected upwards from the roadway
Total lumens reflected upwards from the ground outside the roadway
Total lumens emitted upwards directly from the fixtures. (This quantity is zero for the cutoff fixture.)

Typical known reflectance values were used for the road surface and areas outside the roadway.

Results of the computation, given in sky lumens per mile are as follows:

Local roadway, full cutoff fixture:	25,837 sky lumens per mile
Local roadway, semicutoff fixture:	38,079 sky lumens per mile
Collector roadway, full cutoff fixture:	47,652 sky lumens per mile
Collector roadway, semicutoff fixture:	64,071 sky lumens per mile
Major roadway, full cutoff fixture:	153,355 sky lumens per mile
Major roadway, semicutoff fixture:	259,910 sky lumens per mile

C2.3 Comparison of Conventional Billboards and Roadway Lighting

Based on the above values, the sky lumens produced by one billboard using a three fixture lighting system are approximately equal to the sky lumens produced by:

0.91 miles of local roadway with full cutoff fixtures
or 0.49 miles of collector roadway with full cutoff fixtures
or 0.15 miles of major roadway with full cutoff fixtures
or 0.61 miles of local roadway with semicutoff fixtures
or 0.37 miles of collector roadway with semicutoff fixtures.
or 0.09 miles of major roadway with semicutoff fixtures

The sky lumens produced by a four fixture billboard lighting system are roughly equal to the sky lumens produced by:

1.22 miles of local roadway with full cutoff fixtures
or 0.66 miles of collector roadway with full cutoff fixtures
or 0.21 miles of major roadway with full cutoff fixtures
or 0.83 miles of local roadway with semicutoff fixtures
or 0.49 miles of collector roadway with semicutoff fixtures.
or 0.12 miles of major roadway with semicutoff fixtures

As another way of comparing the data, the total roadway lighting per square mile of an urban area can be computed and compared to billboard lighting. An example city square mile has been checked (in Denver, CO). For a typical urban built-up area, the following roadway lengths were present in the selected 1 sq. mile:

Total length of local roadways: 21 miles
Total length of collector roadways: 1 mile
Total length of major roadways: 1 mile

The total sky lumens assuming all roadways are lighted for this square mile have been calculated and are:

For all roadways lighted by full cutoff fixtures: 743,584 lumens
For all roadways lighted by semicutoff fixtures: 1,123,640 lumens

If a single billboard is situated in this example square mile, the percentage of total sky lumens created by the billboard lighting is as follows:

Billboard sky lumens as % of total, for 3 fixture system, when roadways are lighted with full cutoff fixtures: 3.1%
Billboard sky lumens as % of total, for 4 fixture system, when roadways are lighted with full cutoff fixtures: 4.2%
Billboard sky lumens as % of total, for 3 fixture system, when roadways are lighting with semicutoff fixtures: 2.1%
Billboard sky lumens as % of total, for 4 fixture system, when roadways are lighting with semicutoff fixtures: 2.8%

Other assumptions for the density of roadway lighting and number of billboards can be similarly determined. For example, if the roadway lighting is as above, but the density of billboards is halved, the percentage sky glow from the billboards with be halved.

In certain urban areas, the roadway lighting usage may be greater than in the selected example area. There may be other sources of sky glow such as floodlighting for buildings and sports facilities. In such conditions, the percentage contribution of a given amount of billboard lighting to the overall sky glow will be reduced. In yet other areas, roadway lighting may be less than that illustrated above, and the proportion of sky glow produced by the billboard will be higher. Further efforts under an extended research program could analyze large urban areas and survey lighting usage by types.

C2.4 Parking and Roadway Lighting

As another example scenario, calculations have been made for a 1 square mile area consisting of both roadway lighting and parking lot lighting. In this example, a parking lot size of one quarter mile square has been included. The total length of local roadways has been reduced to 16 miles. The parking lot is assumed to be lighted to an average level of 1.5 footcandles.

Because the parking lot is lighted to a higher level than the roadway it replaces, and because a larger area is being lighting, the total sky lumens are increased versus the earlier example that assumes the presence of roadways only.

The modified values of total sky lumens are:

For all roadways and parking areas lighted by full cutoff fixtures: 836,687 lumens
For all roadways and parking area lighted by semicutoff fixtures: 1,273,028 lumens

If a single billboard situated in this example square mile, the percentage of total sky lumens created by the billboard lighting is as follows:

Billboard sky lumens as % of total, for 3 fixture system, when roadways and parking areas are lighted with full cutoff fixtures: 2.8%
Billboard sky lumens as % of total, for 4 fixture system, when roadways and parking areas are lighted with full cutoff fixtures: 3.8%
Billboard sky lumens as % of total, for 3 fixture system, when roadways and parking areas are lighting with semicutoff fixtures: 1.8%
Billboard sky lumens as % of total, for 4 fixture system, when roadways and parking areas are lighting with semicutoff fixtures: 2.5%

It should be noted that in this analysis, all lumens reflected from surfaces or emitted upwards directly from the fixtures are assumed to enter the sky. This is probably true for most billboard lighting systems. For roadway and parking lot lighting, however, reflected light may be blocked by objects such as buildings or trees. If this blockage is 50%, for example, the above percentage contribution of billboard lighting to sky lumens will be doubled. Nonetheless, even assuming a scenario where all roadway and parking lot lighting sources are fully-shielded fixtures, the sky glow caused by billboards is a small percentage of the overall sky glow, under the conditions evaluated.

C3 Digital Billboards and Sky Glow

The scenario to be evaluated for digital billboards in relation to sky lumens is completely different from conventional billboards: There is no reflecting billboard surface and no exterior luminaires, as the digital pixels themselves are the light sources. Some light from the pixels is emitted in directions below the horizontal where it provides the advertising message to viewers and some light is emitted above the horizontal where it enters the atmosphere (unless blocked by trees and structures).

The photometric test data for the digital billboard sample tested at Lighting Sciences' laboratories has been examined, and calculations have been performed to determine the sky lumens that will be generated for a typical 14 x 48 ft. digital billboard.

It is significant to note that the digital billboard as tested is designed to direct the majority of its light below the horizontal, in the direction of the viewer location. This is achieved by the use of

horizonal louver blades that are angled downwards and that run between adjacent rows of pixels. This is illustrated in figure 1; in this figure, the lengths of the arrows represent the actual intensities of the light rays in the various directions as documented in the laboratory photometric test report. For example, light intensity emitted 20 degrees below the horizontal is more than double the intensity emitted 20 degrees above the horizontal. This has the obvious effect of reducing sky lumens versus that which would be produced if light above and below the horizontal were equal.

Elimination of bottom mounted exterior luminaires commonly used for conventional billboards play a very significant role in the reduction of sky glow. For the example scenario detailed earlier in this report, where a four luminaire bottom mounted system produces 31,535 sky lumens, roughly 90% of those lumens are emitted into the sky directly from the fixtures.

For the digital billboard calculations, it was assumed that no dimming of the light output occurs due to age, as the computerized controls can be set to overcome any LED light output degradation with time. A Light Loss Factor of 0.90 was assumed to account for a possible 10% loss due to the accumulation of dust and dirt.

For the conventional billboard discussed above, a 25% average reflectance was used in the given example. A similar "message" was assumed for the digital billboard calculations, i.e., a billboard luminance was assumed that would be created by an array of colors equivalent to that used for the conventional billboard analysis, rather than an all white display. It was further assumed that a 14 x 48 ft. billboard would be operated at 4.3% of full output at night, as recommended in table 4 above. For these example conditions, the amount of light directly emitted into the atmosphere by the digital billboard is 2260 lumens. This compares to the value of 31,535 sky lumens for the example conventional billboard lighted by four bottom mounted luminaires, and is 8% of that amount.

Digital billboards can be seen to offer a major opportunity to reduce sky glow if they are replacing conventional billboards that employ a bottom mounted lighting system. This is a result of the elimination of the external luminaires and the direct sky lumens they produce, and also because of the design of digital billboards whereby less light from the billboard face is directed upward versus downward.

Ian Lewin Ph.D., FIES, L.C.
October 1, 2008

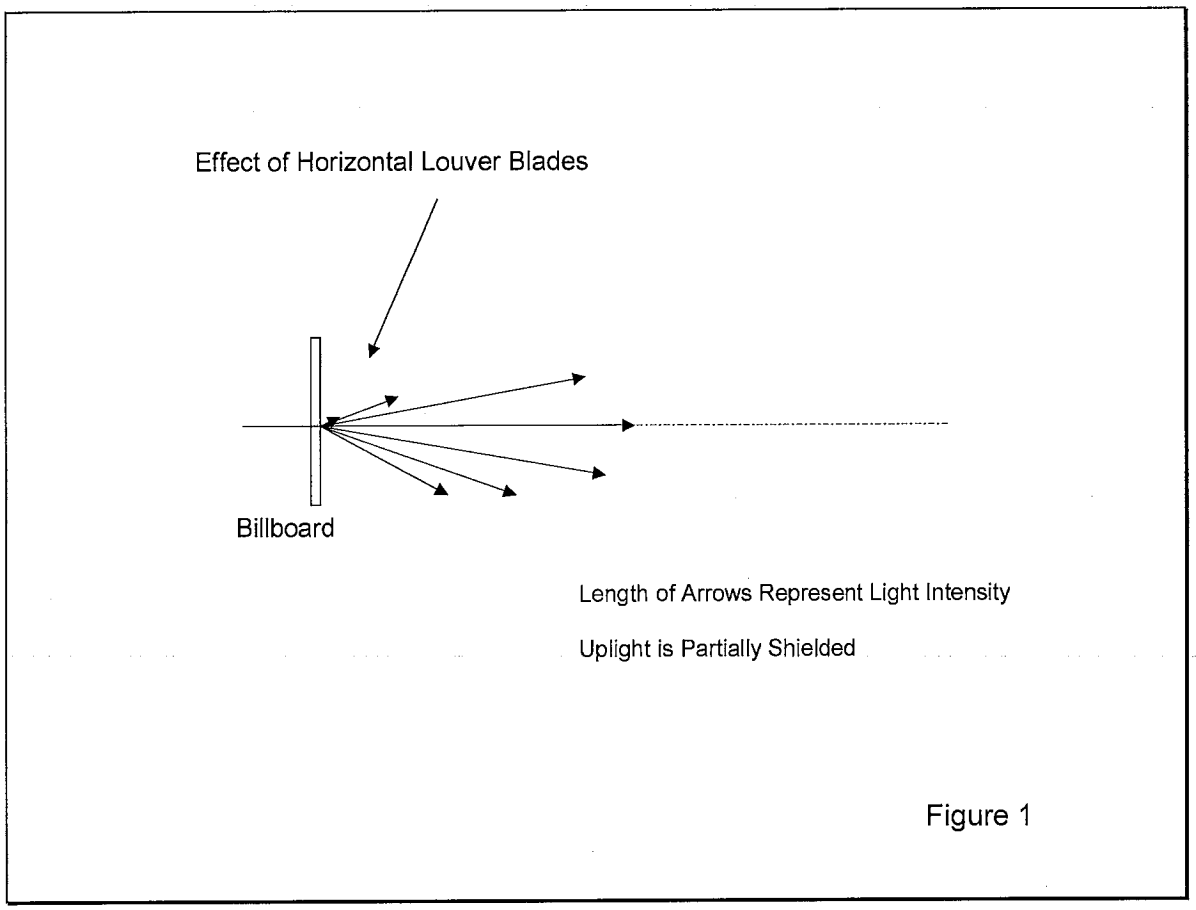
Effect of Horizontal Louver Blades
Billboard
Length of Arrows Represent Light Intensity
Uplight is Partially Shielded

Figure 1

Appendix A

Lighting Units and Terms

Several terms are useful in describing the light characteristics of digital billboards. See figure A1.

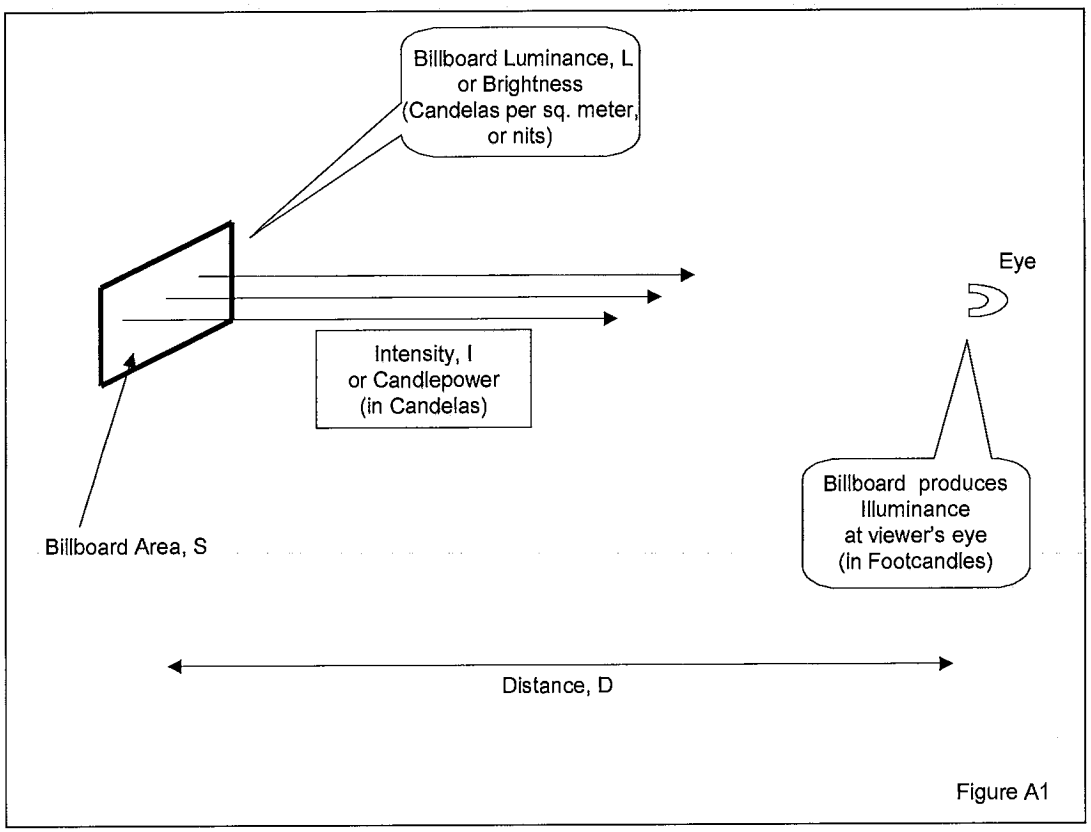

Figure A1

Candlepower. This is the intensity, I, of light produced by the billboard in a particular direction, and it is measured in "candelas." For example, a billboard of a certain size will emit a certain intensity of light in a direction perpendicular to its face. The intensities emitted in other directions will be less than that in the perpendicular direction. If the billboard displays a white image, this intensity will be higher than if the billboard face is any other color.

Candlepower does not change significantly with distance, providing the atmosphere is clear; the intensity continues as the light rays move in a straight line until they strike a surface.

Luminance, L, often called "brightness," relates to the overall appearance of the billboard. It is the candlepower emitted per unit area, and is expressed in units of "candelas per square meter," or cd/sq.m. Say a billboard that has an area of 2 square meters produces 400 candelas when viewed from a direction perpendicular to its face, then its luminance is 400/2, equal to 200 cd/sq.m. The term "nit" is also used. Such a billboards is said to have a brightness of 200 nits.

The formula relating the billboard size, luminance (or brightness) and the candlepower it projects is:

Candlepower (in candelas) = Luminance (in candelas/sq.m. or nits) x billboard area (in square meters)

or $$I = L \times S$$ _____ A1.

(L is in nits, S is in sq.m.)

Illuminance, E. This is a measure of the amount of light that is intercepted by an object that is illuminated by the billboard. Illuminance is measured in "footcandles," and is dependent on the distance from the billboard, as well as the candlepower the billboard produces. If a viewer is looking at the billboards, the illuminance at the viewer's eye, E_v, can be found using the "Inverse Square Law," which states

$$\text{Illuminance (in footcandles)} = \frac{\text{Candlepower (in candelas)}}{\text{Distance}^2 \text{ (in feet)}}$$

or $$E_v = \frac{I}{D^2}$$ _____ A2.

The value of I from equation 1 can be substituted into equation 2 to give

$$E_v = \frac{L \times S}{D^2}$$ _____ A3.

Equation 3 is very useful because it relates billboard size (S), billboard luminance (or brightness) (L), and gives the footcandles (E_v) that will be produced by the billboards at a distance, D feet. It can be rewritten:

$$L = \frac{D^2 E_v}{S} \qquad \text{A4.}$$

L is in nits, E_v is in footcandles,
D is in feet, S is in sq. meters

Otherwise, if the area of the billboard, S, is in square feet, the equation becomes

$$L = \frac{10.76\, D^2 E_v}{S} \qquad \text{A5.}$$

L is in nits, E_v is in footcandles,
D is in feet, S is in sq. feet

The illuminance, E, can be measured easily with a relatively inexpensive footcandle meter at a measured distance D feet from the billboard. Figure A2. The area of the billboard, S, presumably is known. Inserting these values of E, D and S into equation 5 allows the luminance, L in nits, to be calculated.

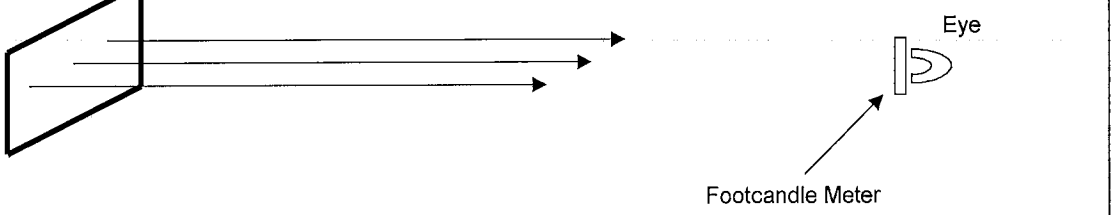

Figure A2. Measuring Illuminance (in Footcandles) at the Viewer's Eye Location

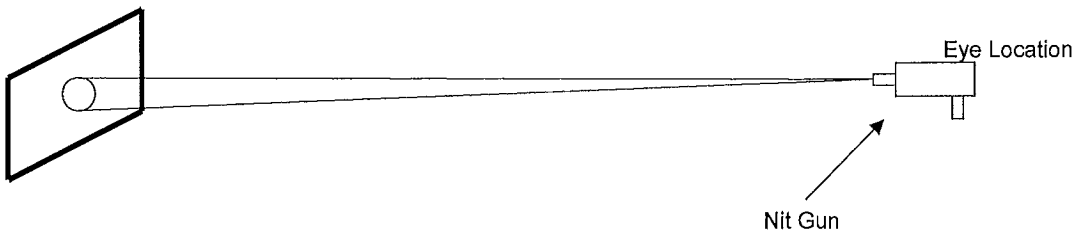

Figure A3. Measuring Billboard Luminance (in Nits) Using a Nit Gun Aimed at Billboard

L, the billboard luminance, can also be measured with a "nit gun", which is a luminance meter that can be pointed at the billboard. Figure A3. However such devices are more expensive and less readily available than a footcandle meter.

Because of the simple relationship as given in equation A5, billboard luminance specifications can be written in terms of footcandle limitations at a certain distance. For compliance checking, if the footcandle value produced by the billboard and measured at a prescribed distance is at or below a specified level, then it will be known that the billboard luminance meets the desired limitation.

Appendix B

Description of the Lighting Environmental Zone (from IESNA publication TM-11-00)

E1. Areas with intrinsically dark landscapes. Examples are national parks, areas of outstanding natural beauty, or residential areas where inhabitants have expressed a strong desire for strict limitation of light trespass.

E2. Areas of low ambient brightness. These may be suburban and rural residential areas. Roadways may be lighted to typical residential standards.

E3. Areas of medium ambient brightness. These will generally be urban residential areas. Roadway lighting will normally be to traffic route standards.

E4. Areas of high ambient brightness. Normally this category will include dense urban areas with mixed residential and commercial use with a high level of nighttime activity.

Note: The above descriptions are being considered for revision by IESNA at the time of writing this report. The categories are not changed, but the descriptions are more extensive for clarity.

INFINITY ENGINEERING SERVICES, LTD.

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PALM CANYON BILLBOARDS PAD AMENDMENT

"EXHIBIT J"

"PROPERTY WIDTH"

MARCH 30, 2015

JOB NO.: 11-137

ARIZONA

Outdoor Advertising Control

ADOT

INTERMODAL DIVISION
MAINTENANCE PERMITS SERVICES

JULY 9, 2004

9. If it is placed on trees or painted or drawn on rocks or other natural features, except signs permitted by section 28-7902, subsection A, paragraph 2.

B. At interchanges on freeways or interstate highways outside municipal limits, an outdoor advertising sign, display or device shall not be erected in the area between the crossroad and a point five hundred feet beyond the beginning or ending of pavement widening at the exit from or entrance to the main traveled way.

A.R.S. § 28-7904. Directional and other official signs

Directional and other official signs authorized by section 28-7902, subsection A, paragraph 1 shall comply with rules that are adopted by the director, that are relative to the lighting, size, number, spacing and other requirements as appropriate to implement this article and that are not inconsistent with national standards as may be adopted by the United States secretary of transportation pursuant to 23 United States Code section 131(c).

A.R.S. § 28-7905. Outdoor advertising standards

A. After April 1, 1970, outdoor advertising placed in business areas, and after April 1, 1972, outdoor advertising placed in unzoned commercial or industrial areas outside municipal limits, shall comply with this article and the following standards:

1. The size of outdoor advertising shall not exceed one thousand two hundred square feet in area with a maximum vertical facing dimension of twenty-five feet and a maximum horizontal facing dimension of sixty feet, including border and trim and excluding base or apron supports and other structural members. These size limitations apply to each facing of outdoor advertising. The area shall be measured by the smallest square, rectangle, triangle, circle or combination of the smallest square, rectangle, triangle or circle that will encompass the entire advertisement. Two advertising displays not exceeding three hundred fifty square feet each may be placed in a facing. Back to back or V-type signs may be placed, with the maximum area allowed for each facing.
2. Spacing of outdoor advertising shall not be:
   (a) Within five hundred feet of other outdoor advertising on the same side of a freeway.
   (b) Within five hundred feet of the beginning or ending of pavement widening at the exit from or entrance to the main traveled way at a scenic overlook or safety roadside rest area on any portion of a freeway.
   (c) Within three hundred feet of other outdoor advertising on the same side of any portion of the primary system that is not a freeway.
3. Minimum spacing distances from other outdoor advertising do not apply to outdoor advertising that is separated by any building or other obstruction in such a manner that only one display located within the minimum distances set forth in this subsection is visible from the highway at any one time. Spacing distances shall be measured along the nearest edge of the pavement to a point directly opposite the outdoor advertising.
4. Outdoor advertising authorized under section 28-7902, subsection A, paragraphs 2 and 3 shall not be counted and measured from in determining compliance with the spacing requirements of this subsection.

B. After July 1, 1974, outdoor advertising placed in zoned or unzoned commercial or industrial areas inside municipal limits shall comply with the following standards:

1. The size of outdoor advertising shall not exceed the limits provided in subsection A, paragraph 1 of this section.
2. Spacing of outdoor advertising shall not be:
   (a) Within five hundred feet of other outdoor advertising on the same side of a freeway.
   (b) Within one hundred feet of other outdoor advertising on the same side of any portion of the primary system that is not a freeway.
3. It shall meet the standards prescribed in subsection A, paragraphs 3 and 4 of this section.

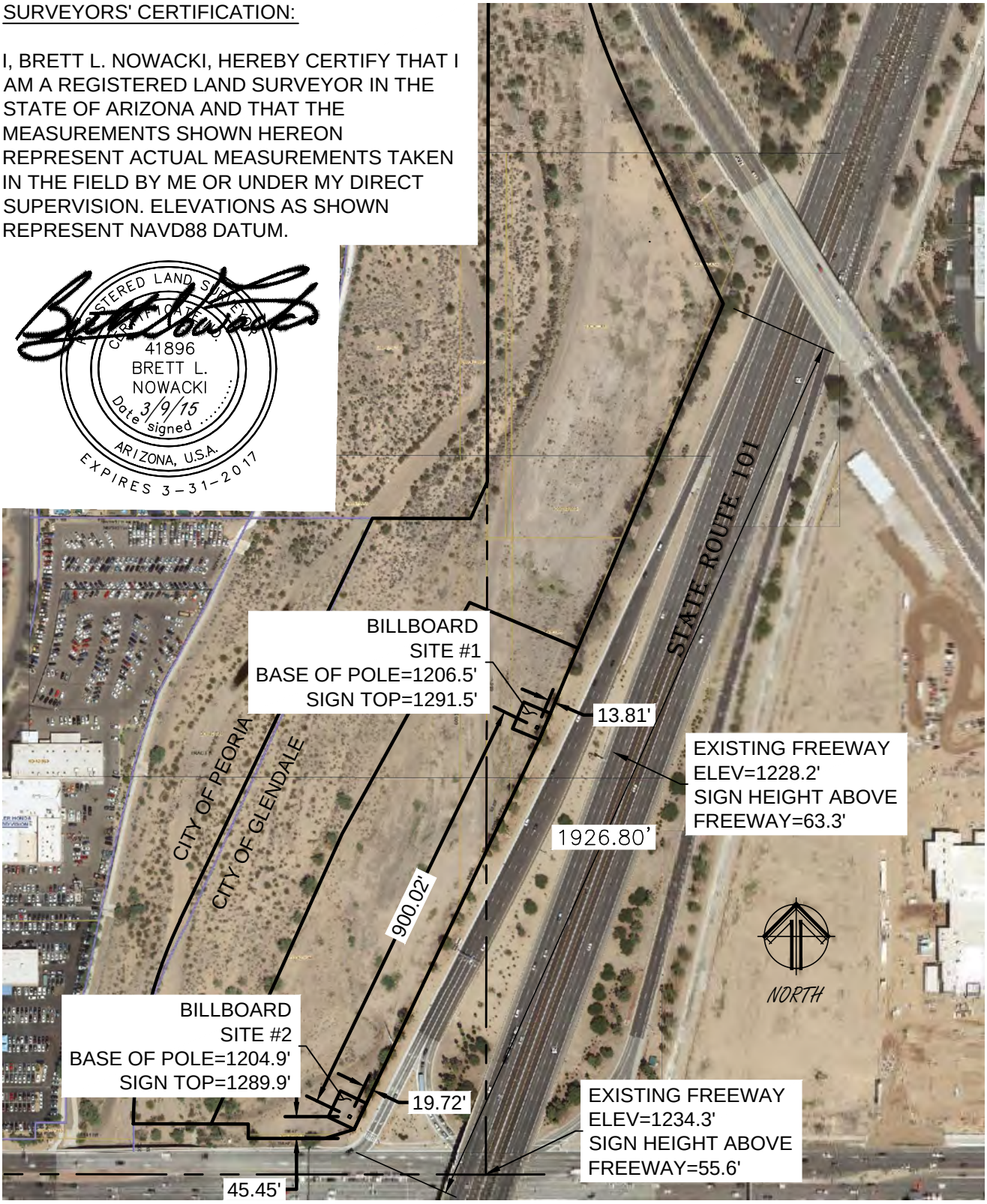
ADOT's 500' Spacing Standard →

A.R.S. § 28-7906. Outdoor advertising and property right acquisition; compensation; removal; hearing

SURVEYORS' CERTIFICATION:

I, BRETT L. NOWACKI, HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR IN THE STATE OF ARIZONA AND THAT THE MEASUREMENTS SHOWN HEREON REPRESENT ACTUAL MEASUREMENTS TAKEN IN THE FIELD BY ME OR UNDER MY DIRECT SUPERVISION. ELEVATIONS AS SHOWN REPRESENT NAVD88 DATUM.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
41896
BRETT L.
NOWACKI
Date signed 3/9/15
ARIZONA, U.S.A.
EXPIRES 3-31-2017



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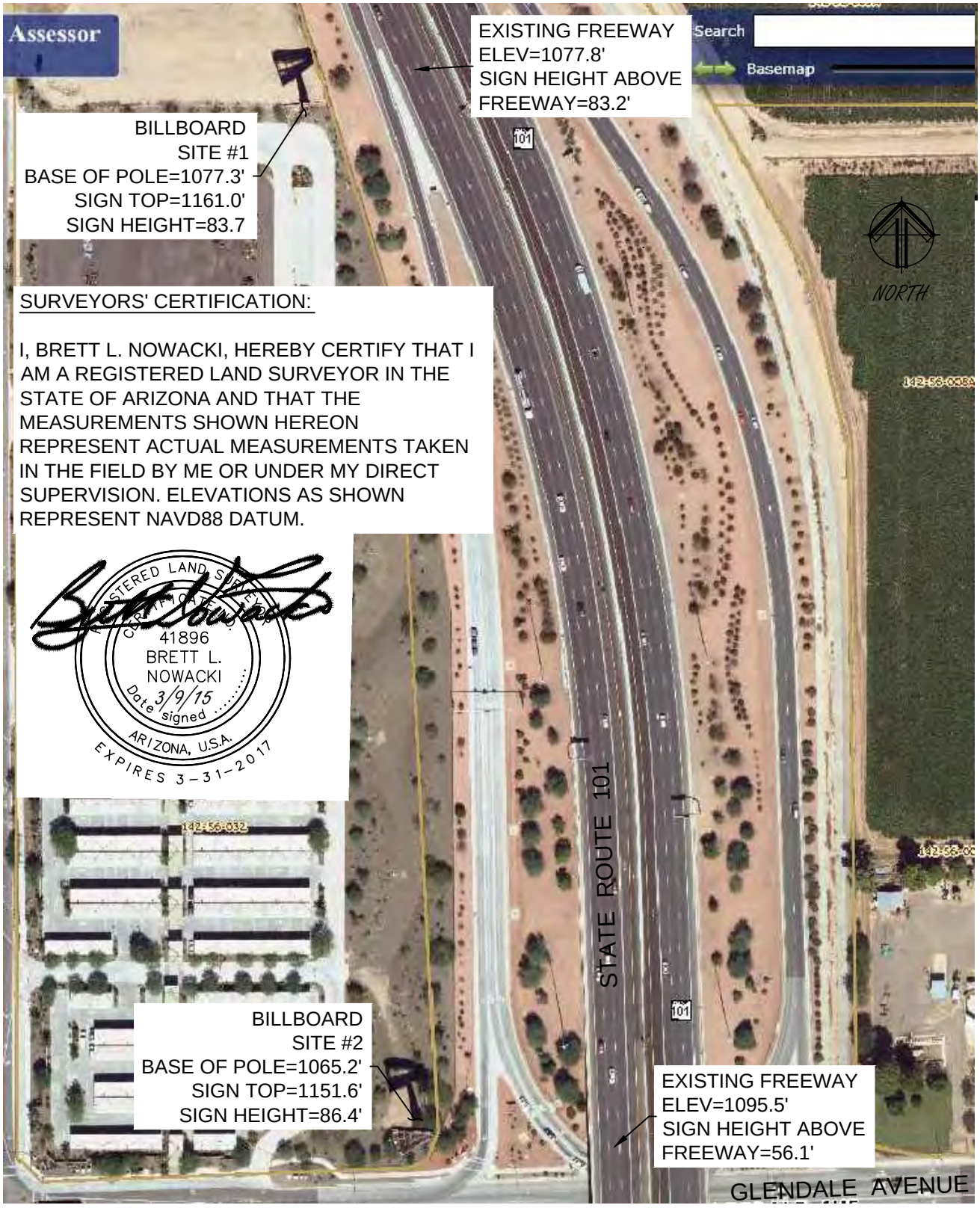
PALM CANYON BILLBOARDS PAD AMENDMENT

"EXHIBIT I-1"

"BILLBOARD HEIGHT REFERENCED TO FREEWAY"

MARCH 9,2015

JOB NO.: 11-137



INFINITY ENGINEERING SERVICES, LTD.

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PALM CANYON BILLBOARDS PAD AMENDMENT

"EXHIBIT I-2"

"EXISTING BILLBOARD HEIGHT REFERENCED TO FREEWAY AT GLENDALE AVENUE AND LOOP 101"

MARCH 9,2015 JOB NO.: 11-137

SURVEYORS' CERTIFICATION:

I, BRETT L. NOWACKI, HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR IN THE STATE OF ARIZONA AND THAT THE MEASUREMENTS SHOWN HEREON REPRESENT ACTUAL MEASUREMENTS TAKEN IN THE FIELD BY ME OR UNDER MY DIRECT SUPERVISION. ELEVATIONS AS SHOWN REPRESENT NAVD88 DATUM.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
41896
BRETT L.
NOWACKI
Date signed 3/25/15
ARIZONA, U.S.A.
EXPIRES 3-31-2017

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PALM CANYON BILLBOARDS PAD AMENDMENT

"EXHIBIT I-3"

"EXISTING BILLBOARD HEIGHT REFERENCED TO FREEWAY AT ORANGEWOOD AVENUE AND LOOP 101"

MARCH 25, 2015 JOB NO.: 11-137

CITIZEN

PARTICIPATION

FINAL REPORT

AMENDMENT TO

PALM CANYON BUSINESS PARK PAD

17750 N. 83rd Avenue

Northwest corner of Bell Road and Loop 101 Freeway

ZON15-03

Prepared by:

Becker Boards Large, L.L.C.
4350 E. Camelback Rd., Suite B-195
Phoenix, AZ 85018

April 2, 2015

PALM CANYON BUSINESS PARK PAD AMENDMENT
(ZON15-03)
March 18, 2015 Neighborhood Meeting Summary
6:30PM

Applicant Attendees:

Mark D. Becker – Managing Member of the Applicant
Todd Scanlin - National Sales Director of the Applicant
Patrick Barrett - Consultant
Cheryl Kulas - Consultant
Roger Dunlap - Appraiser

City of Glendale Staff Attendees:

Councilmember Lauren Tolmachoff
Former Council,ember Manny Martinez
Sam McAllen, Development Services Director
Jon Froke, Planning Director
Thomas Ritz, Senior Planner

City of Peoria Staff Attendees:

Councilmember Jon Edwards
Phil Hubbard, Lobbyist and Glendale resident

A photographer was there who stated that he was hired by somebody to attend and take pictures of the Applicant.

Exhibit "A" is a copy of the "sign in" sheet from the Neighborhood Meeting. Applicant believes there were about 100 people at the meeting but fewer than that signed the "sign in" sheet. Exhibit "B" is a copy of the approved Neighborhood Meeting notification letter and associated exhibits thereto. Exhibit "C" is the list of people and organizations who were required to be notified or asked to be put on the list of interested parties for Applicant's current application. Exhibit "D" is the list of people and organizations who were required to be notified or asked to be put on the list of interested parties for Applicant's prior application. Exhibit "E" are 8.5" x 11" copies of posters that Applicant displayed at the Neighborhood Meeting.

Project Description

The Palm Canyon Business Park Planned Area Development ("Palm Canyon") is located in the westernmost portion of the City of Glendale's North Valley Specific Area Plan (the "Area Plan"), just west of the Agua Fria Freeway ("Loop 101" or "Freeway") and north of Bell Road. The proposed PAD amendment will permit the installation of two billboards with electronic messaging capabilities along the property's Loop 101 frontage. The southern sign, located near the corner of Bell Road and Loop 101 Freeway will have two faces oriented towards the freeway and one face oriented toward the eastbound lanes of Bell Road. The northern sign is located approximately 1,000 feet north of the southern property line. This northern sign will contain two faces, both oriented toward the adjacent freeway. Due to such orientations, the billboard faces will have limited to no visibility from the Peoria residences to the west.

Meeting Location

The Applicant was required to host a neighborhood meeting to discuss the PAD Amendment request with surrounding property owners and community members. City of Glendale's Planning Department suggested holding the meeting at The Arrowhead Elementary School located at 7490 W. Union Hills

Drive in Glendale. The meeting was held on March 18, 2015 at 6:30 PM at the school's cafeteria. It ended about 9 PM.

Notification Process

All of the surrounding property owners within 500 feet of the project site and interested parties provided by the city were invited to join the neighborhood meeting held on March 18, 2015. Applicant also took out a full page ad in the Glendale Star which was published in that newspaper's edition which was closest and prior to the date of the meeting. That ad contained information about the neighborhood meeting as well as the $1,000 charity billboard simulation with the crane. The notification letters were mailed by the City of Glendale via first class on or before March 2, 2015. Copies of the mailing are included in this Final Report.

Meeting Summary

The Applicant arrived at the Arrowhead Elementary School cafeteria about 6:00 to set up exhibit boards, a sign in table, snacks and refreshments for the March 18, 2015 Neighborhood Meeting. There were approximately 30 residents already on site when the Applicant arrived. One resident claimed that the Applicant was late and that the letter she received in the mail stated the meeting started 6:00 pm instead of 6:30 pm. Applicant notes that the meeting time was correctly stated as 6:30 pm on all notices and publications. The Applicant has since noticed former Councilmember Joyce Clark's blog incorrectly noted the starting time as 6:00 pm.

The Applicant opened the doors to the public at approximately 6:05 pm to accommodate those who showed up early. Exhibits were set up as quickly as possible so the Applicant could greet residents as they entered the room, request that they complete the sign in sheet and encourage them to view the exhibit boards in the front of the room.

Those with questions were also asked to write their questions on cards to create some order. The cards with similar questions were grouped together and responded to accordingly. The Applicant greeted residents as they entered the room, requested that they sign the sign in sheet and encouraged them to view the exhibit boards in the front of the room

Jeff Dempsey, TODAY staff, reported on March 20, 2015 on YourWestValley.com:

> Before the meeting began someone distributed stickers that read "No Billboards" and nearly everyone in attendance wore them. There were also dozens of signs with similar messages, and those signs were waved fervently even before the meeting began. Shortly before Becker took to the front of the room, one attendee started a call and response chant of 'No! Billboards!' The chant consumed the room and lasted for about a minute.

Peoria Council Member John Edwards was in attendance as well as a photographer who said he was hired by the City of Peoria. Phil Hubbard, a Glendale resident and a lobbyist hired by the City of Peoria was also in attendance.

Approximately 6:30 PM, Mark Becker started the meeting. The Applicant attempted to structure this meeting to consist of an introduction, response to written questions and an "open mic" question/comment portion to produce an environment conducive to meaningful dialogue. Unfortunately, as Dempsey reported on YourWestValley.com "each time, before Becker could finish addressing a specific question, the crowd would once again shout him down as a group." The Applicant attempted to accommodate all in attendance, but in general, attempted to answer the written questions first.

At the beginning of the meeting, after looking at the Applicant's poster of an ad it ran for the Humane Society, a person asked the Applicant where the "company" was located because she wanted to let them know that they'd be boycotted. The Applicant explained that the ad was done for charity. The person responded by asking how much they paid. The Applicant again explained that it was done for charity – meaning free of charge. After being pressed again on where they could voice their objection to the Humane Society, the Applicant suggested that maybe they contact one of the Humane Society's pet adoption centers around town.

The following is a brief summary of the Q & A session:

1) Q: Why are you filing this again?

   A: The Applicant explained that this application was different than the last one because this application has two of the four freeway oriented faces initially being built as digitals (with the right to convert the other two freeway oriented faces as digital in the future) as opposed to all the faces being static as proposed in the prior Application. The Applicant explained that with digital faces, businesses can buy advertising at a lower price point and that the Applicant can more effectively assist law enforcement and others by posting by time sensitive public service messaging for things like AMBER alerts, Silver alerts, and information on "Wanted" criminals, as well as creating more opportunities for the Applicant to donate space to charities.

   In addition, the Applicant explained that the prior filing was subjected to a concerted effort of misinformation and undue interference from the City of Peoria and others creating inappropriate, unfounded and untrue fears. Applicant explained that it was going above and beyond to help ensure that everyone has the opportunity to understand the objective information about the project and to dispel the myths. For this reason, the Applicant conducted a billboard simulation with the crane and encouraged everyone to actually visualize what it would look like. The Applicant also arranged to have one of the appraisers attend the Neighborhood Meeting who explained to the residents that the billboards will have absolutely no negative impact on their property values.

   The Applicant further explained why, in his opinion, this was and is still the perfect site for a the billboards due to the site's proximity to the Loop 101 freeway, the surrounding commercial businesses including Costco and several car dealerships and the 83rd Avenue overpass which acts as a visual barrier to those living further north in Glendale.

2. Q: What makes you so confident that our property values won't be harmed?

   A: Because of these concerns voiced in the prior filing and the concerted propaganda campaign from opponents that Applicant's freeway billboards would "DESTROY home values", the Applicant had 3 separate appraisers consider the issue and write a report. All 3 of the appraisers confirmed that, based on their experience and discussions with local Realtors, at this distance away from residential areas, with the billboards oriented toward the freeway to the east, there would be no additional negative impact on anyone's property value, including those who live in Peoria next to the wash abutting the freeway. The Applicant also knows of no reliable study that correlates the contention that housing values decrease when billboards are this far away from the homes.
   The Applicant then introduced one of the appraisers, Roger Dunlap, to further expand upon the question. The appraiser reiterated that at this distance, the billboards would be a non-issue as to everybody's property's value. He went on to explain that for Peoria residents who were concerned, their property values were already valued and negatively impacted based upon their proximity to Bell Road and the Loop 101 freeway. Also, he asserted that billboards should be a reasonable expectation of anyone living so close to a dense, highly commercialized area like Bell Rd. and the 101. He also mentioned that because the billboards would be such a non-issue, they shouldn't even be mentioned in the appraisal of any of the surrounding residences.

3. Q: Does the Applicant secretly own all or a portion of the underlying land and stated that the billboards would likely increase the value of that land. The resident referenced the Applicant's recorded perpetual billboard easement and the timing of that transaction as well as the timing and price of the landowner's purchase of the land.

   A: The Applicant re-confirmed that it did not own any or all of the land and that it did not own all or any part of the entity that did. Both the Applicant and the appraiser agreed with the resident that the value of the land would likely go up if the billboards were constructed.

4. Q: Do you have a list of business that support your project and will you publish it?

   A: Because some in opposition to the project threatened to boycott those businesses, we will not be publishing the list and putting their businesses at risk.

5. Q: What about the impact on their quality of life if the billboards were constructed and that they are unsightly?

   The Applicant responded that in living in a developed and commercialized area, the benefits of any new commercial project needs to be weighed against the costs. As proposed, the benefits to small businesses, the City of Glendale, the State, and law enforcement (for public servicing messaging), far outweigh the costs. The billboards will have a decorative pole cover and stone at

the bottom to match the plans for the office building. They won't be unsightly in the Applicant's opinion.

6. Q: Residents wanted to know where the Manager of the Applicant, Mark Becker lives, why there are no billboards in Paradise Valley or Scottsdale and if he would put them up near his home. And if he would buy a house if there was a billboard within view.

   A: Mr. Becker explained that unlike Glendale, Paradise Valley and Scottsdale's zoning ordinances does not allow billboards and that the City of Glendale itself is the landlord of several billboards in Glendale. Also, there have been many billboards recently permitted and constructed in Glendale (including some on land owned by the City of Glendale) while none that the Applicant knew of in Paradise Valley or Scottsdale. Mr. Becker went on to explain that if a major freeway went through Paradise Valley and the ordinance allowed it, he would put billboards up in Paradise Valley. Yes, Mr. Becker would buy a house if there were a billboard at this distance away from it. Mr.

7. Q: We like to sit in our backyard and watch the sunset. How do you think this will affect our quality of life in that respect?

   A: With regard to Peoria residents, because the sun sets in the west and the billboards are to the east, there should be no effect on your views of the sunset. The billboards won't block or interfere with any Glendale resident's view of the sunset either.

8. Q: Will the lighting from the billboards shine light in my yard or house?

   A: Again, this is another myth spread by Peoria's door hanger campaign. The billboards are oriented to the freeway to the east not the houses to the west. The billboard lighting will not travel far enough to encroach into anyone's house or yard. For the most part, the people to the northwest will see the back (unlit) screening face of the billboard structure. Although it is possible that at certain angles to the northwest, someone could see some billboard lighting from the distance, that lighting would be just sliver of the billboard face and it wouldn't travel into their house or yard.

8. Q: 85' tall is too tall. And what was the height of the crane during the simulation? Also, the crane was simulation was taken down at 5:42 PM instead of 6:00 PM.

   A: The freeway is elevated at the site. To determine if the sign is too tall, you really need to look at the height of the billboard that's above the grade of the adjoining freeway. In that regard, our signs are only about 50'-60' above the adjoining freeway grade and similar to many of the other billboard heights in Glendale. Glendale's ordinance mentions a 60' height. Implicit in that is that the freeway grade is level with the adjoining property. Nevertheless, the Applicant explained that after looking at the billboard simulation with the crane, it determined that the billboards could be

lowered somewhat and still ensure visibility to the Loop 101 freeway. When asked how much lower, the Applicant said about 10'. The top of the crane was about 91' tall with the simulated sign hanging below at a height of 85'. It's possible that the crane was taken down a little bit early; the applicant left about the time that the resident said the crane was taken down.

9. Q: What studies do you have saying that there will be no effect on property values and what about the Philadelphia study that says billboards negatively affect property values of houses within 500'? The resident also stated that billboards in San Francisco hurt property values.

   A: The 2010 "Snyder" study that you mention has been completely debunked. The study done on homes in Philadelphia has a lot of flaws. It has been completely discredited by a subsequent study done by Econosult and another study by University of Arizona PHD, Dr. Judy Rein. The main premise of the Snyder study doesn't even apply here because the Snyder study dealt with homes within 500' of a billboard and the Applicant's proposal is over 700' away from any homes. In analyzing the "data", the Snyder study omitted the fact that most billboards (and those in the Applicant's request) are located on major commercial corridors and that proximity to a freeway is one of the major factors affecting property values. When proximity to the freeway is taken into account, the data shows that proximity to a billboard does not have a meaningful effect on house values one way or another.

10. Q: Another question about the lighting from the digital boards.

    A: The Applicant showed the audience an aerial view of the night sky in the area that is available on NASA's website which demonstrated that the existing on-site lighting in the Bell Road and Loop 101 corridor was already highly saturated and noticeably intense. The additional lighting from the billboards would be quite negligible. . Also, unlike the existing on-premises lighting in the area, the intensity of the lighting from the digital boards would be strictly regulated by both state and local law. In addition to restrictions on the intensity of digital billboard lighting, they will be turned off at 11:00 pm each night with the only exception being AMBER alerts which should be posted immediately regardless of the time. what the time.

11. Q: Does the Applicant own or operate any billboards in the Sports & Entertainment District? The digital billboards in that area stay on after 11 pm. And what hours will the lighting on the billboards be on?

    A: The Applicant recently constructed a digital billboard there but it has not been electrified yet. If others are not turning their digitals off at 11 pm each night, the residents should contact ADOT to help ensure compliance. The lights will go on at sunrise.

12. Q: What are the heights of the car dealership lights in the area?

A: The Applicant did not know but mentioned that there was a sliver of land just on the other side of the freeway at the NEC of Loop 101 and Bell and that he believed that land was being marketed for uses including a car dealership or lot.

13. Q: With regard to the Applicant's northernmost proposed billboard, what will be on the face that's facing the Peoria homes to the West and will it be lit?

A: A non-lit screen or shield will be on that face. There is no face oriented to the homes to the West and there are no lights on that face.

14. Q: What about the back of the other bilboard facing Bell Rd.?

A: That face will have advertising and lighting. Due to its extreme distance to the residential and the existing lighting around it, that face shouldn't be problematic.

15. Q: A resident stated that the powerlines along the Loop 101 freeway in the area reduce the property values of their homes.

A: The Applicant didn't agree or disagree about the power lines but reconfirmed that there is no evidence that the billboards will reduce their property values.

16. Q: Some people could see the crane simulation of the billboard.

A: The purpose of the simulation wasn't simply to determine if the billboard could be seen, but also to give people a better idea of where the billboards were to be located and the appropriateness of the Applicant's proposed height for them. The simulation was also an opportunity for Glendale residents to contact their Councilmember during the simulation if they claimed they could see the simulated billboard from their home or yard. Of course people along the freeway in Peoria could see it, but again, at these distances and angles, there is no evidence that it would have any detrimental impact on their property values.

17. Q: How can you propose digital when the Sports and Entertainment District Ordinance restricts digital billboards to only that area?

A: The digital ordinance for the Sports and Entertainment district, essentially allows digital billboards as of right within its boundaries. Glendale, like many other cities has flexibility in its PAD zoning category that allows uses that wouldn't otherwise be allowed due to a property's underling zoning. The Applicant is seeking approval under Glendale's PAD zoning category. This option was left open when the digital ordinance for the Sports and Entertainment District was created.

18. Q: Do you have any plans for any billboards further north along the Loop 101 in Glendale?

A: The Applicant has no plans for any billboards further north along the Loop 101 in Glendale. The Applicant believes that, unlike its site, those other sites – north of the 83rd Ave. overpass – are inappropriate areas for billboards.

19. Q: How do we prevent further billboard PAD applications on sites closer to our homes?

A: Someone from the audience shouted out by doing a "Scenic Overlay". The Applicant agreed that was one way to solve the problem. A few years ago, after one of the Applicant's competitors installed a digital billboard at Loop 101 and 32nd Street (Mohawk), the City of Phoenix created a Scenic Overly to prevent other billboards from going along the remaining East/West leg of the Loop 101 in Phoenix.

20. Q: Who is the landlord? How much rent do you pay and how long is the lease? And do you own the land?

A: Again, the Applicant does not own the land. As far as rent and term go, those are confidential private matters between the Applicant and its landlord.

21. Q: The issue isn't about any particular house, rather it's about the neighborhood.

A: It's hard to say that the billboards would be located in anyone's neighborhood, and particularly anyone in Glendale. It is actually proposed along the Loop 101 freeway within a dense commercial corridor. There are also physical and/or visual barriers immediately nearby such as the freeway itself, 83rd Avenue, Costco and with regard to the Peoria residents, a wide wash between their neighborhood and the proposed billboards.

22. Q: Isn't there a safety issue with digital billboards and their flashing lights?

A: This issue was studied extensively by the Federal Government - that myth has been dispelled. The brain is very sophisticated and it can take in and adjust to a lot of information, including billboards. Provided that digital billboards are not streaming live video, that they aren't too bright and that they hold the ad for the federally recommended minimum of 8 seconds (in essence, they aren't allowed to be flashing), the federal government determined that digital billboards do not create an unsafe driving distraction. ADOT and Glendale have adopted the protective measures recommended by the federal government. Also, keep in mind that the City of Glendale itself has digital billboards on some of its properties.

23. Q: How does Glendale financially benefit from the billboards? The sales tax revenue is minimal. Most billboard advertisers are national and are for alcohol and cigarettes.

A: Although this is a land planning matter and the financial benefits to Glendale shouldn't be the determining factor, I'll briefly discuss it. The Applicant is a local company and so is its landlord. The direct sales tax that Glendale collects off the Applicant's advertising sales is only one of the many benefits to Glendale. Glendale will also collect a rental tax from the Applicant's landlord. Additionally, studies have shown that for every $1 an advertiser spends on outdoor advertising, its sales go up about $2.80 on average. Thus, the local businesses that use the billboards will increase their sales translating into higher sales tax and employment from those businesses. There is also a positive economic impact to Glendale and other local businesses based on the Applicant's investment and ongoing operations. All in all, the benefits to Glendale and the State

are substantial. Studies have shows that most billboard users – approximately 75% are local and not national. Also, cigarette billboard advertising was banned a long time ago.

24. Q: Do you have the votes to get this approved?

A: Applicant has no idea at this point in time.

25. Q: Why did the council members deny the Applicant's project last time?

A: The Applicant didn't know or couldn't remember the individual reasoning of the council members that voted "no". Fmr. Council Member Martinez interjected that he made a statement and read a letter at the hearing outlining his reasons for denial.

26. Q: Fmr. Council Member Martinez asked how much does this process cost the City?

A: The Applicant didn't know but has paid its submittal and review fees to the City.

27. Q: Do you care about the Peoria residents?

A: Absolutely. That's why we've gone above and beyond to have 3 separate appraisers analyze the billboards. They all have come to the same conclusion – that the proposed billboards are too far away from any homes (including those in Peoria), to have a negative effect on anyone's property value. Also, as mentioned by the appraisers, anyone living so close to the freeway should have a reasonable expectation that uses such as billboards may develop. Applicant provided an analogy to a second large city water tank installed on the lot next to Mark Becker's home after he built his house. While Mr. Becker never thought there would be a need for anther large water tank on the lot abutting his home, he should have had a reasonable expectation that another tank or equipment would be needed. To rectify the visibility issue at his home, Mr. Becker planted a row of oleander bushes against his back wall.

28. Q: Won't this set a precedent for more billboards along the Loop 101 to the north?

A: No, each zoning case stands on it's own and sets no legal precedence for further billboards anywhere else.

29. Q: Are there any billboards near residential around town that are similar to what you're proposing?

A: Yes, lots of them. By the way, the spacing standard to residential in Phoenix is only 500' and their ordinance even allows flexibility to reduce that spacing without going through a rezoning hearing.

30. Q: Why do you need two billboards and why at this location?

A: The area is appropriate for two. One won't satisfy the demand and would only provide half the benefits to Glendale and the State. We have a lot of businesses that want to advertise to this hard to reach area.

31. Q: Why the face oriented towards Bell Rd.?

    A: There is a lot of eastbound traffic on Bell Rd. Because of its distance from residential, its hard to fathom why it would be objectionable.

32. Q: A resident made a statement regarding content and advertisers. There was a particular concern that the Applicant might advertise for the TOs casino being built. The resident doesn't want the casino either.

    A: Applicant responded that advertising for the casino was definitely a possibility but that the Applicant had no involvement in the casino.

33. Q: Why should I allow you to put up your billboards? What do I get out of it?

    A: If you live in Glendale, this is the type of opportunity that the City should be taking advantage of. I'm not asking for any tax breaks or contribution from the City. The billboards don't use any city services like police, fire, or water; nor do they impact schools. There is essentially no risk to the city and there are lots benefits to local businesses, charities, and public service messaging. Some of the alternatives like higher taxes are less palatable. Although there is no direct benefit to any individual person, unless of course your child or grandchild is the one missing and found due to an AMBER alter that we post, but the trickle down benefits are there.

34. Q: Would you reconsider if we got you four (4) independent appraisals that said your billboards will hurt our property values.

    A: If the appraisals were legitimate, that's something that the Applicant would take into account.

The questions below were proposed by the few people who approached the Applicant after the meeting was adjourned or were on cards that didn't get read and the person who wrote their question on the card didn't stay to ask it themselves.

35. Q: Why are the pole covers brown/maroon?

    A: The colors were designed match the proposed office complex that is entitled on the property

36. Q: Have any building permits been issued or approved for the office building PAD?

    A: Not at this time; only the PAD entitlements for the office building have been approved.

37. Q: Will there be an automatic dimming feature set on the digital billboards to control their brightness?

    A: Yes. The sensors on the board automatically measure and adjust their brightness to the appropriate level.

38. Q: What has changed about the placement of the billboards that makes you think it will pass this year?

A: The placement is almost the same as last time. I hope this council will recognize that this is good for Glendale. As mentioned earlier, some of the alternatives, like higher taxes are a lot less palatable to most people. Keep in mind that we're not asking for any tax abatements or contribution from the City. Nor are we using or materially impacting any city services like police, fire, water, sewer, or schools.

39. Q: What about the "will of the people"? Can't you see that nobody wants your billboards?

A: Although there is a certain segment of the population that doesn't like billboards under any circumstances, there is also a distinct segment that either likes billboards or has no opinion on them one way or another. With regard to digitals, many actually describe them as them hip, trendy or cool.

Conclusion

Because of the length of the meeting, some people left early. Mark Becker handed out business cards to those who didn't have a chance to hear the answer to their questions. Although the Applicant hasn't heard from anyone directly since the meeting, he will respond to additional questions if asked. At about 9 PM there were no more questions and everyone except the Applicant and its representatives. The Applicant will continuously work with the surrounding property owners to maintain an open line of communication. Before the meeting, Becker Boards had an e-mail exchange with Fmr. Mayor Elaine Scruggs about trying to set up a meeting between her, Councilmember Tolmachoff and the Applicant to discuss the current PAD Amendment request. That meeting never came to fruition. Future contact with community members will be reported to city staff on a weekly basis.

Intentionally Omitted per the Request of Glendale Staff

BECKER BOARDS

Outdoor advertising that speaks to you

March 2, 2015

Re: Proposed Installation of Two 85 foot tall billboards (2 freeway oriented faces initially as digital) located along the West Side of the Loop 101 Freeway North of Bell

Dear Neighbor:

This letter is to inform you that we are applying to amend rezoning case ZON06-09 for the Palm Canyon Business Park Planned Area Development (PAD) within the City of Glendale. Palm Canyon Business Park is located at the northwest corner of Bell Road and the Loop 101 Freeway and in Glendale's Cholla City Council District.

The proposed PAD amendment will permit the installation of two billboards along the property's Loop 101 frontage of which two of the freeway oriented faces will be digital and the other faces will be initially built as illuminated statics. The southern sign, located on the corner of Bell Road and the Loop 101 Freeway, would have two faces oriented toward the freeway (the southern face to be digital and the northern face to be initially built as an illuminated static) and one static face oriented toward the eastbound lanes of Bell Road. The northern sign would be located approximately 1,000 feet north of the southern property boundary (the northern face to be digital and the southern face to be initially built as an illuminated static). This northern sign would contain only two faces oriented toward the Loop 101 freeway and would not be oriented to the west. A site plan and illustrations are included with this letter for your reference.

We invite you to attend a neighborhood meeting at the time and location detailed below. At this meeting you can review additional exhibits of the proposed site plan and elevations of the signs and project. Representatives will be in attendance to answer your questions and discuss any concerns that you may have. The neighborhood meeting will be held at:

Arrowhead Elementary School
7490 W. Union Hills Drive
Glendale, AZ 85308
March 18, 2015 at 6:30 p.m.

If you are unable to attend this meeting but wish to discuss the project you can contact me at 602-740-9145 or MBecker@BeckerBoards.com or contact Thomas Ritz, City of Glendale Senior Planner, at (623) 930-2588 or tritz@glendaleaz.com.

P.S. On March 13, 2015, between approximately 3:00-6:00 p.m. a crane will be placed on the property at the approximate location and height of the future signs (one crane will be used – it will start at the northernmost billboard location for the first half of the time and then be moved to the southernmost billboard location for the second half of the time) for residents and interested citizens to view at their convenience.

Sincerely,

Mark Becker, Becker Boards Large

Enclosures: Site Plan & Billboard Illustrations

4350 East Camelback Road, Suite B-195 | Phoenix, AZ 85018 | Phone 602 740-9145 | Fax 602 368-4358 | beckerboards.com

INFINITY ENGINEERING SERVICES, LTD.

BECKER BOARDS .COM

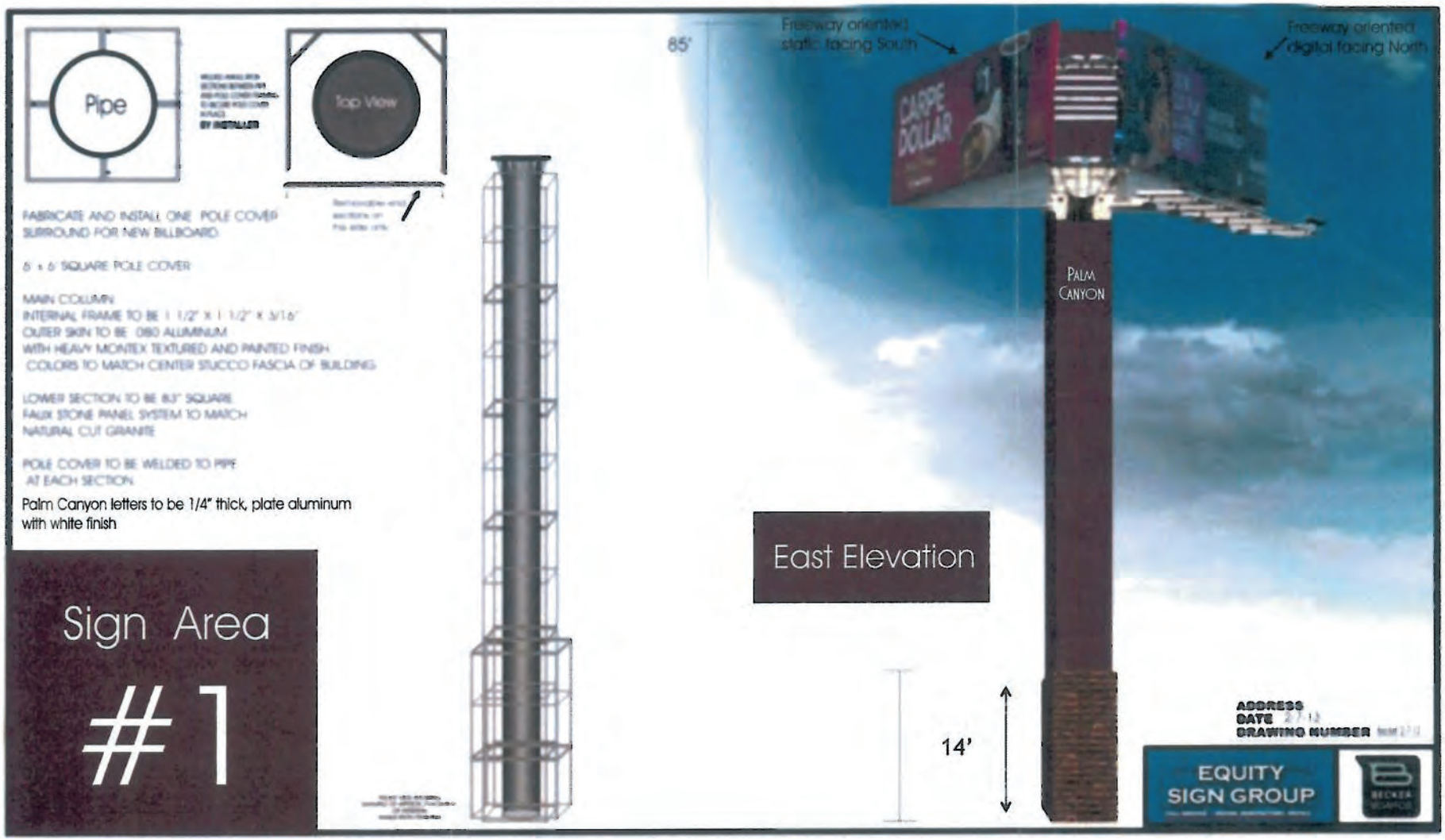
PALM CANYON BILLBOARDS PAD AMENDMENT

"EXHIBIT E.1"

"PALM CANYON CONCEPTUAL SITE PLAN"

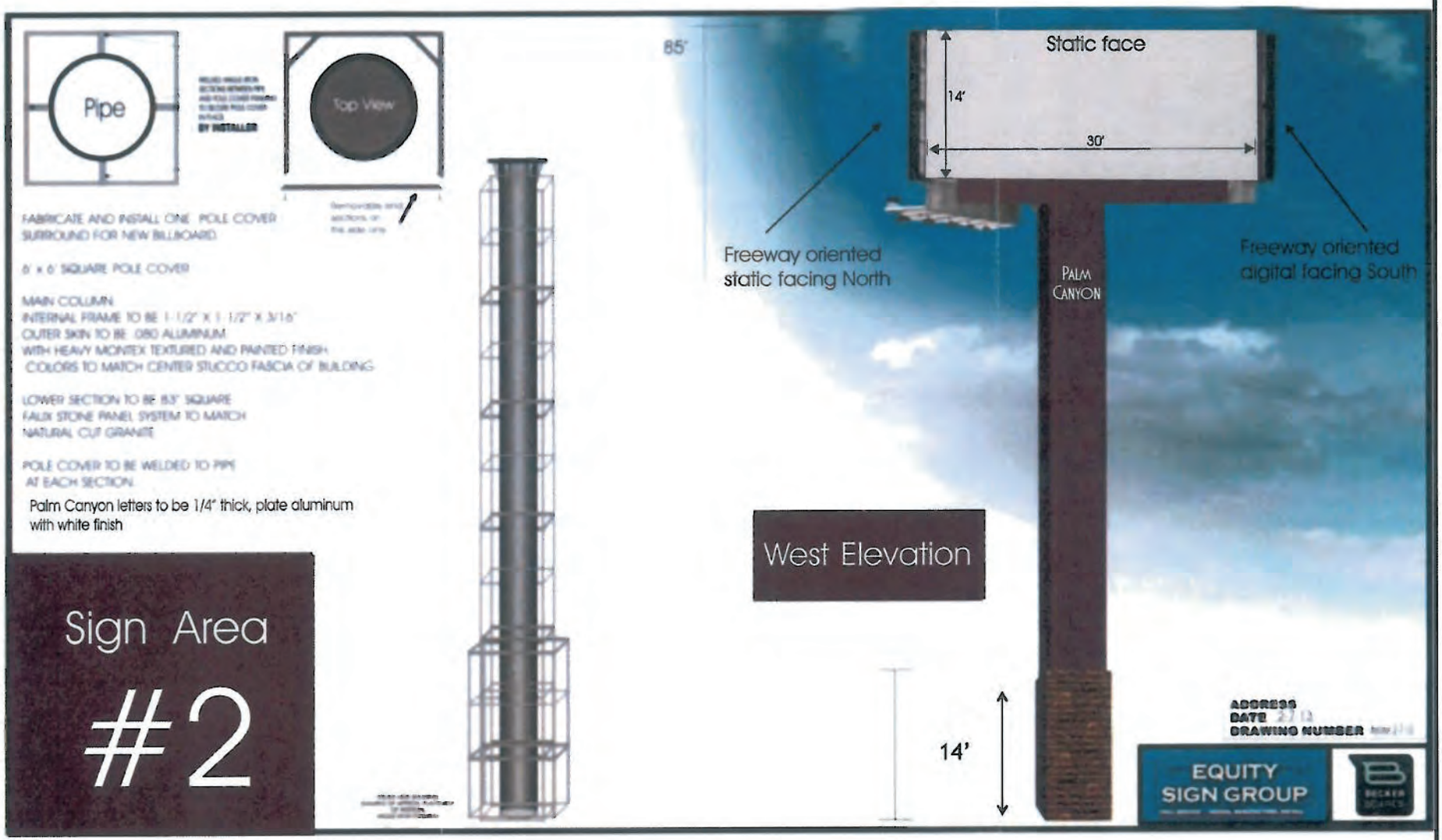
JANUARY 27,2015

JOB NO.: 11-137



Palm Canyon Sign Package

January 2015



Palm Canyon Sign Package

January 2015

Intentionally Omitted per the Request of Glendale Staff

Intentionally Omitted per the Request of Glendale Staff

RLD Roger L. Dunlap & Associates, LTD.

Appraisals • Consulting • Litigation Support

March 17, 2014

Mr. Mark D. Becker
Becker Boards, LLC
4350 East Camelback Road, Suite B-195
Phoenix, AZ 85018

SUBJECT: Valuation services regarding two proposed outdoor advertising structure sites at the northwest quadrant of Bell Road and Loop 101, Glendale, AZ

Dear Mr. Becker:

You have asked mt to study two proposed outdoor advertising structure sites and to opine as to whether placing two new static billboards along Loop 101, north of Bell Road would cause a decrease in residential property values in the area. I incorporate all of the material you have provided to the City council, which are retained in my work file, and will not repeat any of the details in this letter.

- I have visited and photographed the sites of the proposed outdoor advertising structures as well as the neighboring subdivisions.
- I have reviewed the exhibits that were prepared in preparation for the hearing.
- I have consulted with several residential appraisers and Realtors.
- I find no evidence that the proposed structures would lower the values of any of the residences in the vicinity.
- I also conclude that the houses that back to the freeway have some negative influence from the freeway, but would not have additional measurable negative influence from the proposed advertising structures.

The basis for my conclusions follow.

Sincerely,

Roger L. Dunlap

Roger L. Dunlap, MAI
Certified General Real Estate Appraiser
Arizona Certificate #31062

7720 East Evans Road, Suite 106 • Scottsdale, Arizona 85260-3462
Voice (480) 585-0700 • Toll Free (877) 585-0700 • Fax (480) 585-7343 • **E-mail** ***Roger@RLDLTD.com***

FIRST APPRAISAL SERVICES, INC.

4004 N. 7th Street
Phoenix, Arizona 85014
Telephone 602-264-0011 (PH)

DONALD C. DUNCAN, ASA, SR/WA
JANICE TUCKER, ASA, CRP
TIMOTHY A. HASKINS, ASA
JOHN R. HORTON

March 13, 2014

Mr. Mark D. Becker
Becker Boards, L.L.C.
4350 East Camelback Road, Suite B-195
Phoenix, Arizona 85018

RE: Review and discussion of possible impact of two billboard sign sites on surrounding residential values within the cities of Glendale and Peoria. Project – Becker Boards installation of two billboard signs along the west side of the southbound Loop 101 Freeway Bell Road exit ramp, north of Bell Road.

Dear Mr. Becker:

Pursuant to your request, I have analyzed the potential impact of two proposed billboard/sign sites to be located along the west side of the Loop 101 Freeway, Bell Road exit ramp, north of its intersection with Bell Road on the surrounding residential developments within the cities of Glendale and Peoria. In addition to inspecting the site, I've been provided with line of sight photos and diagrams that outline the distances from several residential developments in the cities of Glendale and Peoria. The nearest residential subdivision (Bell Park in Peoria) is approximately 730 feet from the closest billboard site (northern one) and 1,280 feet from the southern sign site located just north of Bell Road. Note: The closest single-family residential subdivision in Glendale (Hidden Manor) is approximately 3,500 feet northeast of the closest sign site (northern site).

The proposed sign sites are located on an approximate 27.356 acre site owned by Glendale Bell 101, L.L.C., (Maricopa County Assessor parcel numbers 200-42-964A, 005J, 007G, 007K, 009K and 009M). This property is zoned PAD, Planned Area Development by the City of Glendale. Adjacent zoning classifications include: PAD, Planned Area Development to the north and east along the Loop 101 Freeway; along both the east and west sides of 83rd Avenue, north of Bell Road; and in and around the Arrowhead Towne Center (regional mall). To the west, which is within the jurisdictional boundaries of the City of Peoria, the zoning includes C-5, Regional Commercial along the north side of Bell Road and along both the west and east sides of 84th Avenue, north of Bell Road to the single-family subdivision of Bell

location of the public bike path along the New River Channel that is adjacent to the Bell Park subdivision; and the proximity of the commercial automotive users along Bell Road and along 84th Avenue, north of Bell Road. The location of the two proposed billboard sign sites are so far away from any residential development in either Glendale or Peoria and are such insignificant features that nowhere in any residential appraisal report would they even be mentioned. In addition, we have attached a sheet listing "Value Influencing Factors" for residential properties and no item like a sign site would be considered unless it was immediately adjacent to a subject property being appraised. This is also similar to any discussion of a location of a perceived business (heavy manufacturing businesses, 24-hour retail business, strip clubs, etc.) that may or may not have an impact on value. If a perceived negative business is located immediately adjacent to a subject property, then it would potentially need to be discussed. If such a use is located only within the subject property's general neighborhood, then it would not.

Therefore, based upon the appraisers' physical inspection of the proposed billboard sign sites and surrounding neighborhood, along with factual information provided by the Client and our experience, we are of the opinion that the two proposed sign sites have no measurable impact on any of the surrounding residential subdivisions or to any individual residential value(s) in the neighborhood. In addition, the proposed sign sites would not even warrant a note or discussion in a single-family residential appraisal on any of the surrounding residential properties. If you require additional assistance or further documentation please contact me.

Respectfully submitted,
FIRST APPRAISAL SERVICES, INC.

John R. Horton
Arizona Certified General Real Estate Appraiser No. 31284

Respectfully submitted,
FIRST APPRAISAL SERVICES, INC.

Donald C. Duncan, ASA SR/WA
Arizona Certified General Real Estate Appraiser No. 30074

ADDENDUM

Borrower: MARK D. BECKER		File No.: 14030607
Property Address: NWC OF BELL & LOOP 101		Case No.:
City: GLENDALE	State: AZ	Zip: 850304
Lender: Mark Becker		

I certify, as the appraiser, that I have completed all aspects of this consulting job, free of influence from the client, client's representatives, or any other party to the transaction.

I have not performed any services as an appraiser or in any other capacity on the subject property within the three year period immediately preceding acceptance of this assignment.

This is a consulting assignment. No value was concluded. Intended user is stated client, Becker Boards, and those parties involved in issue related to issuing appropriate permits to allow for construction of two proposed billboards. Intended use - provide conclusion relative to potential value impact for residences within reasonable proximity to proposed billboard locations.

03/17/2014

On 03/07/2014 appraiser completed inspection of site located at northwest corner of W. Bell Road and the 101 Freeway. Parcel number noted on County web site - 200-42-964a. As part of inspection, appraiser walked subject site and made notations regarding lines of site and view corridors. Appraiser also drive the neighborhood northwest of subject site, specifically, around the intersection of Coolbrook Avenue and 83rd Drive. Appraiser also drove the neighborhood along 79th Avenue north of Campo Bello Drive, and drove the Hidden Manor residential development (nearest housing north of Bell Road, east of 101 Freeway.

Appraiser was provided line of sight /Photometric study data completed for Becker Boards as well.

Subject site is bordered on west side by desert wash followed by a car dealership. Site is bordered to south by Bell Road. Site is bordered to east by frontage road followed by the 101 Freeway. Site is bordered to the north by desert wash.

Closest housing is noted north of the car dealership, northwest of subject property.

It appears that the two proposed billboards will be placed on parcel 200-42-964a, will be at least 700' from nearest residence. The closest houses are located on Coolbrook Avenue and 83rd Drive. The houses on Coolbrook back a parking lot to car dealership. It is believed that the view of the parking lot may be an adverse marketing condition to some buyers, however it is not believed that potential buyers would discount any of these houses based on proposed billboard locations. The homes on 83rd Drive back desert wash, followed by parcel 200-43-009k, followed by the 101 Freeway. While there may be some market impact associated with traffic noise relating to the 101 Freeway, this appraiser does not believe there is any adverse marketing conditions associated with the potential billboard locations.

The nearest housing east of the 101 Freeway appears to be well over 2000' from proposed billboards. This appraiser does not believe there is any adverse marketing conditions associated with the east of 101 Freeway housing associated with these billboards.

To conclude, appraiser found no residential dwellings were impacted from a valuation perspective from the proposed billboard locations. Placement of these billboards were not viewed to create any adverse view conditions, no adverse marketing conditions and no external obsolescence conditions for any residential dwellings.

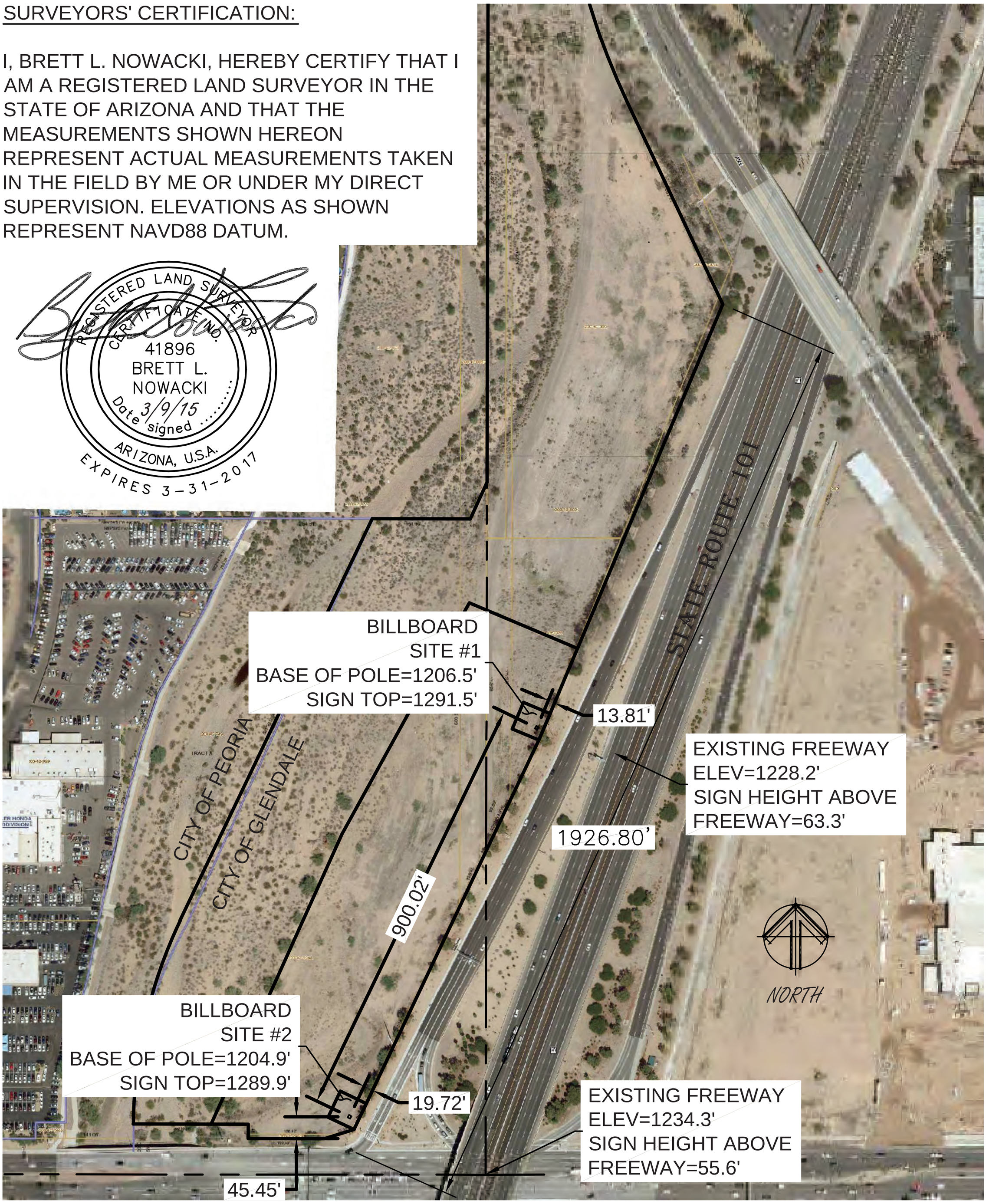
Please do not hesitate to contact me with any further inquiries.

Jay Josephs, CR#20573
Certified Residential Appraiser
President, Josephs Appraisal Group

SURVEYORS' CERTIFICATION:

I, BRETT L. NOWACKI, HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR IN THE STATE OF ARIZONA AND THAT THE MEASUREMENTS SHOWN HEREON REPRESENT ACTUAL MEASUREMENTS TAKEN IN THE FIELD BY ME OR UNDER MY DIRECT SUPERVISION. ELEVATIONS AS SHOWN REPRESENT NAVD88 DATUM.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
41896
BRETT L.
NOWACKI
Date signed 3/9/15
ARIZONA, U.S.A.
EXPIRES 3-31-2017



INFINITY ENGINEERING SERVICES, LTD.

BECKER BOARDS INC.

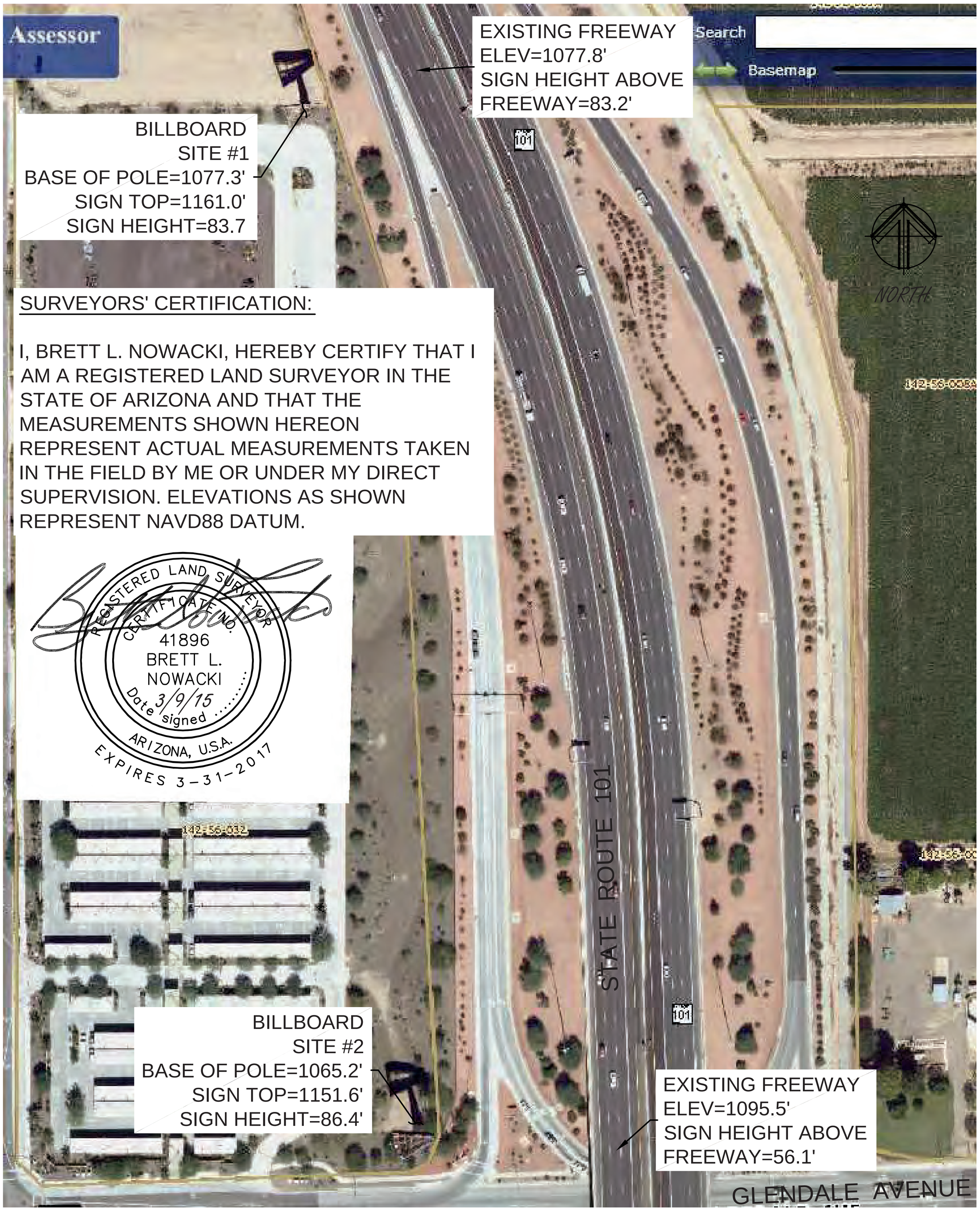
PALM CANYON BILLBOARDS PAD AMENDMENT

"EXHIBIT X"

"BILLBOARD HEIGHT REFERENCED TO FREEWAY"

MARCH 9,2015

JOB NO.: 11-137



SURVEYORS' CERTIFICATION:

I, BRETT L. NOWACKI, HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR IN THE STATE OF ARIZONA AND THAT THE MEASUREMENTS SHOWN HEREON REPRESENT ACTUAL MEASUREMENTS TAKEN IN THE FIELD BY ME OR UNDER MY DIRECT SUPERVISION. ELEVATIONS AS SHOWN REPRESENT NAVD88 DATUM.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
41896
BRETT L.
NOWACKI
Date signed 3/9/15
ARIZONA, U.S.A.
EXPIRES 3-31-2017

INFINITY ENGINEERING SERVICES, LTD.

BECKER BOARDS INC

PALM CANYON BILLBOARDS PAD AMENDMENT

"EXHIBIT X.1"

"EXISTIGN BILLBOARD HEIGHT REFERENCED TO FREEWAY AT GLENDALE AVENUE AND LOOP 101"

MARCH 9,2015 JOB NO.: 11-137

REMEMBERING THE PRESCOTT 19

UNIVERSITY OF PHOENIX STADIUM

December 13, 2013

Mr. Todd Scanlin
National Sales Director
Becker Boards, LLC
4350 East Camelback Rd., Suite B-195, Phoenix, AZ 85018

Todd,

Global Spectrum has enjoyed a strong affiliation with Becker Boards and we look forward to the potential addition of signage units in the Glendale/Phoenix area. The billboard advertising medium typically plays an important role in the stadium's marketing efforts and contributes to the success of our events. The availability of strategically placed static and electronic billboards also helps us in the attraction of events to the venue. In addition, we appreciate that Becker Boards has been a partner in providing in-kind value for our clients, and at times, has provided complimentary advertising spots for appropriate events/charity causes.

We look forward to Becker Boards' continued growth in the metro Phoenix area and building upon the successful relationship we have developed over the years.

Sincerely,

Scott M. Norton
Director of Marketing & Public Relations
Global Spectrum/University of Phoenix Stadium

Cutrano AZ Troop Run, Inc.
3825 W. Camino Del Rio
Glendale, AZ 85310
602-577-9789
www.AZTroopRun.com

December 31, 2013

Mr. Mark Becker
Becker Boards
4350 E. Camelback Rd
Suite B-105
Phoenix, AZ 85018

Dear Mr. Becker,

Cutrano AZ Troop Run, Inc. would like to take a moment to say thank you for the very generous contribution of digital billboard advertising in 2013. As a new Military nonprofit organization in the valley, the ability to reach the thousands of people driving on our freeways has made an amazing impact on our name/brand recognition.

We have been truly amazed at the amount of doors that have been opened specifically from the billboards. One touching contact stands out that we would love to share. AAron received a random phone call from a gentleman that saw the billboard on I-17 one afternoon who happened to be a dear friend of his brother Tony. Tony was the Co-Founder of the Illinois Freedom Run and this gentleman (George) happened to work with him on the project. George has since created an organization called Honor & Remember out of Virginia and was coming through Arizona with one of his events. From this connection, George has been able to provide us the one thing we have been struggling with, names and contact information of all of the Gold Star Families in Arizona. Without your generosity, this connection would have never happened. George had no idea that AAron was in the Valley nor did he know he started Cutrano AZ Troop Run, Inc.

Again we thank you from the bottom of our hearts for your generosity. I don't know that you will ever understand the impact you have made on our organization, as we strive to help the children of our AZ Fallen Military Heroes!

Warm Regards~

AAron Cutrano & Elana Zinder
Founder/President Vice President

...raising money for the children of AZ Fallen Military Heroes
Our State First. Our Military.

480.WITNESS

SILENT WITNESS

IT PAYS TO FIGHT CRIME

2013 "Crime Information Billboard" Thank you for your donation

Dear Mr. Mark Becker,

Thank you so much for your generosity regarding your wonderful donation in providing a Becker Billboard to help Silent Witness. The Silent Witness billboard will solicit tips from our community to assist police in capturing this violent fugitive, whom is responsible for the double murder of a young couple in Phoenix, Arizona.

Becker Billboard has repeatedly been one of the first billboard companies to assist Silent Witness in helping protect our entire community, as Silent Witness is a valley-wide program assisting all law enforcement agencies. Each time I have called upon you and your billboard company you have always been extremely responsive in the posting of "Wanted Fugitives" with digital billboard(s), which directly support our efforts to alert the public to these violent fugitives in our community. You have also posted information about unsolved murders in which we want to solicit the public's assistance in the form of tips to solve these crimes, as both types of billboards ultimately help protect our community.

Becker Billboard's proactive support and assistance reflect that of a "first rate organization" that truly cares about our community. Thank you for your donation of this most recent billboard, as it is greatly appreciated. I truly thank you for helping Silent Witness in our mission to keep our community safe. Keep in mind Silent Witness is a 501-C-3 non-profit organization (Tax ID # is 86-0363598) and your contribution is a donation and is tax-deductible.

Please call me (602 361-0023) or my staff (480 948-6377) if you have any questions.

Thank you,

Sgt. Darren Burch

Sgt Darren Burch

SGT. DARREN BURCH 4603
Silent Witness Coordinator
620 W. Washington Street
Phoenix, AZ. 85004
Desk (602) 534-8596
Cell (602) 361-0023
Darren.burch@phoenix.gov
silentwitness.org

Wanted - Clint Eastwood Maez - Shooting Suspect

480-WITNESS

480-948-6377

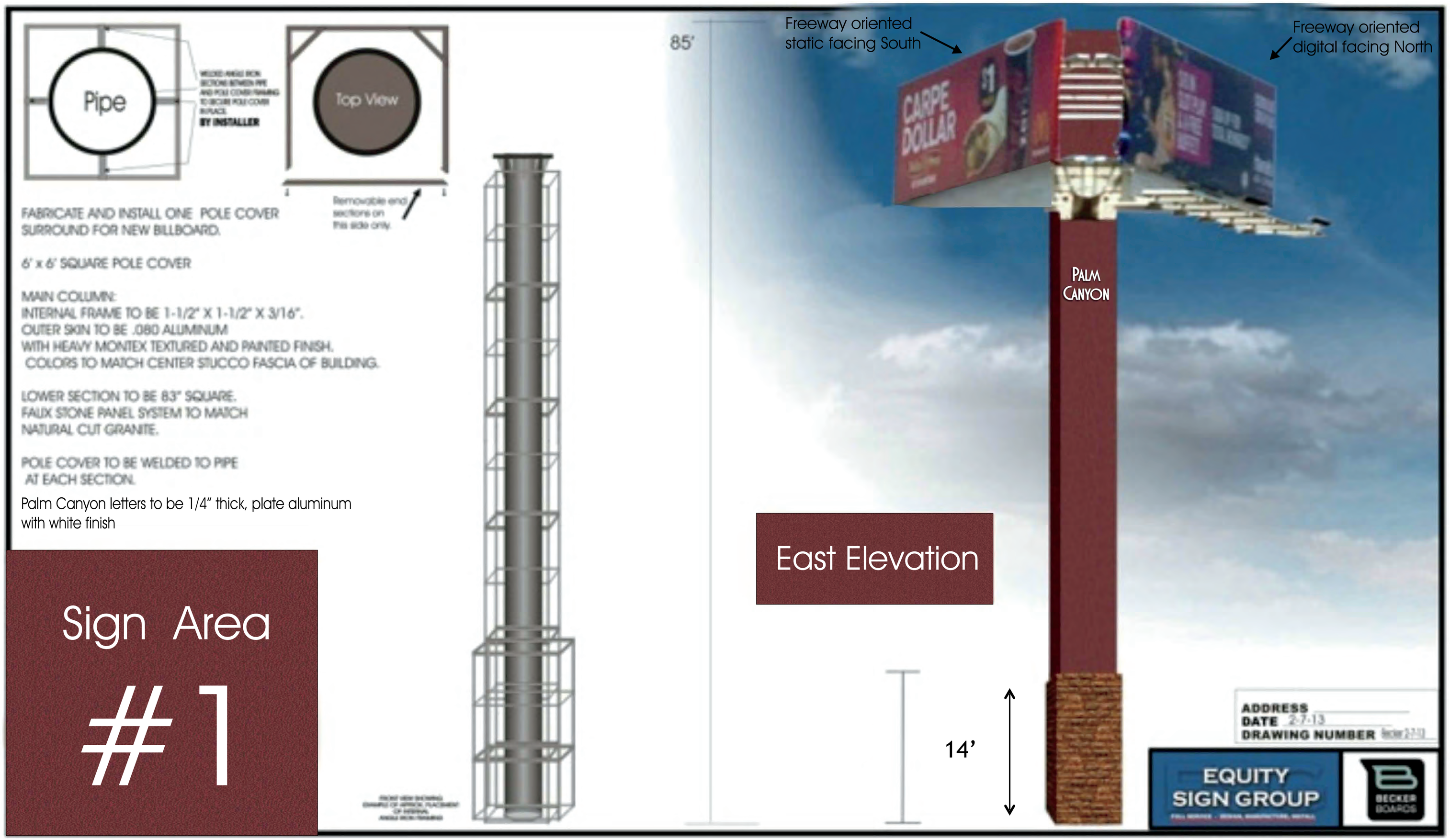
up to $1,000 Reward

silentwitness.org

480.WITNESS

SILENT WITNESS

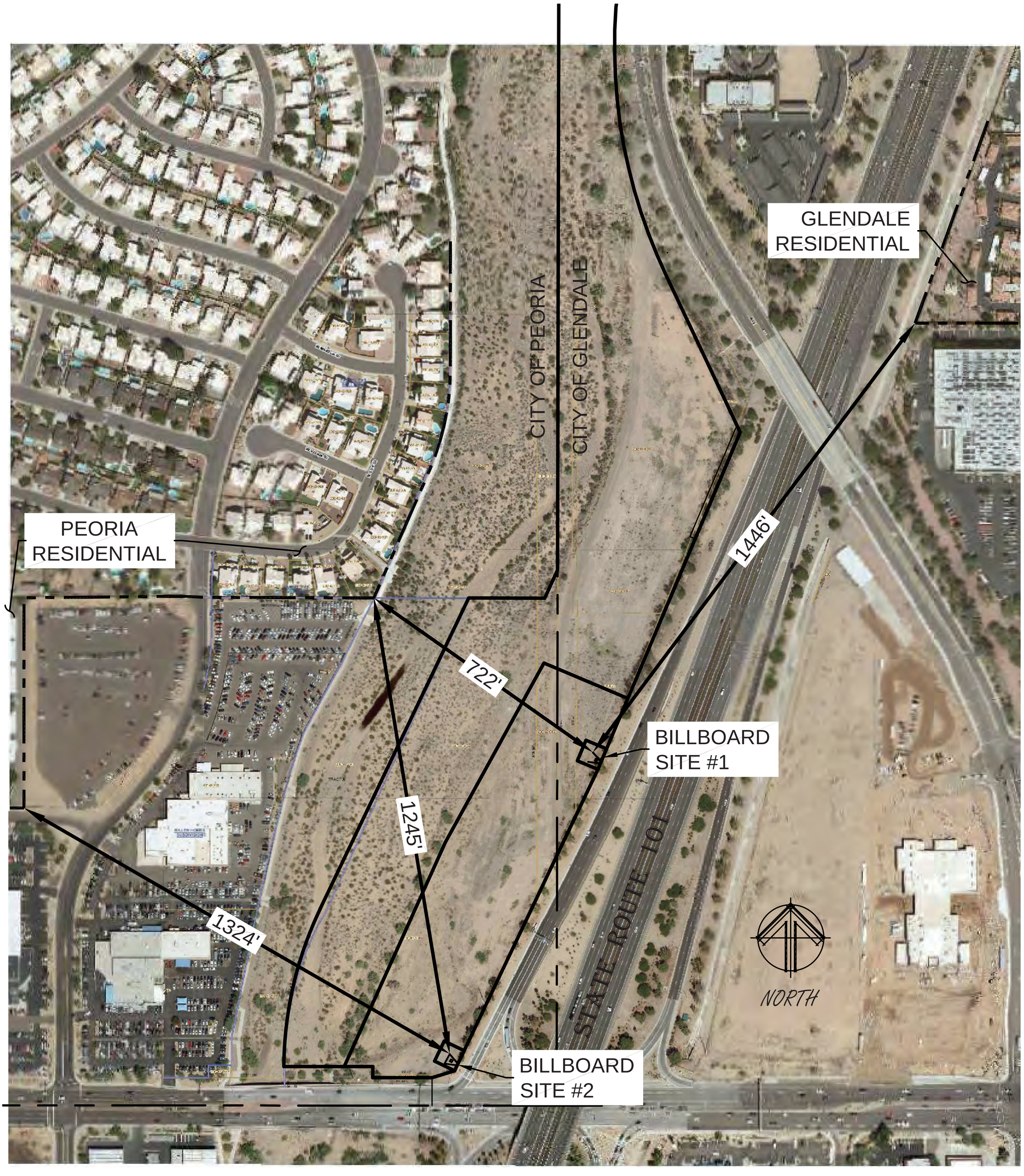
IT PAYS TO FIGHT CRIME



BECKER BOARDS

Palm Canyon Sign Package

January 2015



INFINITY ENGINEERING SERVICES, LTD.

BECKER BOARDS .com

PALM CANYON BILLBOARDS PAD AMENDMENT

"EXHIBIT D"

"SEPARATION FROM ADJACENT LAND USES"

JANUARY 27,2015

JOB NO.: 11-137

I'M YOUR PET STORE PUPPY'S MOM
Most puppies sold in pet stores come from puppy mills.
THE HUMANE SOCIETY OF THE UNITED STATES
humanesociety.org/puppies
BECKER BOARDS .COM
FOR SALE: STARTING AT $179,000
3%
Financing

CHRIS
KAITLYN

PALM CANYON BILLBOARDS PAD AMENDMENT

"EXHIBIT G"

"PALM CANYON NASA NIGHT TIME"

BECKER BOARDS

March 15, 2015

N

Ritz, Thomas

From: Olympia Jolls <olymjo@yahoo.com>
Sent: Saturday, March 07, 2015 5:07 PM
To: Mr. Becker
Cc: Ritz, Thomas
Subject: Becker Bill at 101 and Bell Rd.

Mr. Becker,

My name is Olympia Jolls, we have gone through this issue before, FOR YOU AND YOUR COMPANY TO RAM THIS ISSUE IN OUR THROATS IS JUST INSULTING. WHAT DO YOU NOT UNDERSTAND?????? WE, OUR NEIGHBORS AND THE MAJORITY OF THE GLENDALE CITY COUNCIL REJECTED THOSE SIGNS FROM GETTING ERECTED IN OUR NEIGHBORHOOD. WE MAY NOT BE THE PARADISE VALLEY RESIDENCE LIKE YOU, BUT WE WOULD LIKE TO PRESERVE OUR NEIGHBORHOOD FROM YOUR BLIGHT.
PLEASE TAKE YOUR BLIGHT SOMEWHERE ELSE.

Sincerely,
Olympia Jolls

Ritz, Thomas

From: Bryce Reichert <bryce831@hotmail.com>
Sent: Saturday, March 07, 2015 3:38 PM
To: Ritz, Thomas
Subject: BB

I said it the first time and I'll say it again I don't want to have Becker boards out there.

I won't be able to attend the meeting as I will be on vacation, but mark me down as a "no"!

Bryce Reichert
17871 N 83rd Dr
Peoria AZ 85382
602 791 4508

Sent on a Sprint Samsung Galaxy Note® 3

Ritz, Thomas

From: GARY MLODZIK <KAYKOFAMILY@COX.NET>
Sent: Sunday, March 08, 2015 12:11 PM
To: Ritz, Thomas
Subject: FW: Becker Billboards at 101 and Bell

From: GARY MLODZIK [mailto:KAYKOFAMILY@COX.NET]
Sent: Sunday, March 08, 2015 11:46 AM
To: 'tritz@glendsaleaz.com'
Cc: 'Jon Edwards'
Subject: Becker Billboards at 101 and Bell

Once again I have received notice of an attempt to get approval to install these glowing monster billboards at the intersection of the 101 and Bell Road. The billboards are a major source of light pollution and a major digital distraction to the motorists who are already distracted with phone calls and texts while driving 60 miles an hour on a surface street. All while dodging the transient population that work their way amongst traffic begging for money. I have experienced a street entrepreneur at 79th avenue and Bell walking amongst the west bound **moving** traffic on Bell road with his cardboard sign and his hand out...2 lanes from the north curb! I sincerely had to call 911 so my tax dollars don't have to pay to heal him when someone clips him.

I live in the Bell Park South development, the closest development to where you want to put these major sources of light pollution. The signs you want to install are so bright that in themselves they can be blinding. I experienced this first hand on the frontage road of Bell Road and I-17. Traveling southbound from Union Hills I had to suddenly slow to under 20 mph as I approached the off ramp merger zone as a white back ground sign, I believe it was Fry's, blinded me. Horrible to be driving the speed limit at 45mph and in the name of commerce be blinded to the point where I had to brake hard so I could see the road. This is not progress.

Let's not modify restrictions that protect our safety and quality of living to again serve commerce.

Thank you.

Gary & Tina Mlodzik
8640 W Meadow Dr.
Peoria, AZ 85382

Ritz, Thomas

From: bmw721@lycos.com
Sent: Tuesday, March 10, 2015 10:20 AM
To: Ritz, Thomas
Subject: Opposition to Becker Billboards at Palm Canyon Business Park

Dear Mr. Ritz,

I hope the Planning Department will stand firm on it's current guidelines for billboards in Glendale. I am, as are many in my community, against having billboards looming over our neighborhoods. As the previous Vice-Mayor stated in one of the planning meetings, "Glendale has spent years improving the quality of life and community for their citizens by getting rid of billboards." Please do not be enticed by the minimal billboard revenue to go backwards in that endeavor. We hope you join the planning commission and voice your opposition to changing the city's policies on billboards.

Thank you for your consideration,

Betsy Morrissey Williams

623-974-5975

Ritz, Thomas

From: Duncan, Michael R. <Michael.R.Duncan@willis.com>
Sent: Thursday, March 12, 2015 11:40 AM
To: Ritz, Thomas
Cc: jon.edwards@peoriaaz.gov; Rhea Duncan
Subject: Proposal of Becker Billboards
Attachments: md md.pdf; ATT00001.txt

Hi Thomas,

I am a resident of Peoria and live on Grovers Ave. My wife and I received a notice of a meeting addressing Becker Billboards that is set to happen on March 18th (per the attached).

We would like to make it be known that we adamantly oppose the installation of ANY billboards in Peoria, along the freeways or any other premises. We appreciate you taking our concerns and opposition to that meeting. Please let us know if this proceeds in any manner that involves a formal vote.

Thank you,

Michael Duncan, CPCU, CIC | Placement Specialist
Willis North America | 16220 N. Scottsdale Rd. Ste 600 | Scottsdale, AZ 85254
Direct: 602.787.6315 | Mobile: 602.796.1935 | Michael.r.duncan@willis.com | www.willis.com

See what we stand for and how we serve our clients at www.willis.com/williscause

Ritz, Thomas

From:	Terrie Stilwell <aztypist@centurylink.net>
Sent:	Friday, March 13, 2015 4:34 PM
To:	Ritz, Thomas
Cc:	jon.edwards@peoria.gov
Subject:	Becker Boards proposal

March 13, 2015

Thomas Ritz
City of Glendale Planning Department
email - tritz@glendaleaz.com

Dear Mr. Ritz:

We have received correspondence from Becker Boards regarding their desire to place two 85 foot tall billboards along the West side of the Loop 101 Freeway North of Bell.

We also received a letter from Vice Mayor Jon Edwards regarding this proposal reminding us of a community meeting to discuss the proposal. We will be unable to attend the meeting, but want our voices heard on this matter, as we have lived here for more than 15 years and see this proposal very distasteful.

We totally disagree with roadside billboards anywhere. Regular billboards are distracting enough, but these digital billboards, i.e. along the West side of the Loop 101 Freeway North of Glendale and another on the North side of the Loop 101 Freeway on the way to Scottsdale, are very distracting. There are already enough things going on in a driver's mind while traveling 65 mph alongside hundreds of others doing the same. More advertising, especially flashing, changing, let's call it what it is… ATTENTION-GETTING is NOT needed or wanted by the people being targeted by these billboards. The digital signboards installed ON freeways to alert drivers of traffic conditions ON freeways have merit. Our eyes can at least remain on the roadway.

Roadside billboards serve only one purpose, to advertise. We are inundated with advertisement already. We cannot surf the internet, read a newspaper or magazine without the interruption of advertisement. We cannot even sit in our own homes without being called by telemarketers or approached by door-to-door salesmen. Enough!

Finally, these billboards are an extra pain to those of us who live in the area. We enjoy looking out over the New River Wash at what belongs there, nature, not some 85 foot tall billboard installed for the sole purpose of making someone money. This is NOT an urban area. Yes, we do have a shopping mall and the Peoria Spring Training Facility, but we are NOT downtown Glendale and don't want to be!

Please vote this down permanently.

Sincerely,

Tim & Terrie Stilwell
17861 N. 83rd Drive
Peoria, AZ 85382

cc: Vice Mayor Jon Edwards (jon.edwards@peoriaaz.gov)

This email has been checked for viruses by Avast antivirus software.
www.avast.com

Ritz, Thomas

From: waltkor@yahoo.com
Sent: Monday, March 16, 2015 5:28 PM
To: Ritz, Thomas
Subject: Billboards

Per our conversation please register my opposition to bill boards at the intersection of the 101 & Bell Road

Thanks,

Walt Korenkiewicz

Ritz, Thomas

From: Froke, Jon
Sent: Monday, March 16, 2015 8:31 AM
To: McAllen, Samuel; Perry, Tabitha; Ritz, Thomas; Figueroa, Diana
Subject: IMPORTANT re: Billboard Issue
Attachments: Becker Maps.pdf

Importance: High

FYI.

From: Michele Tennyson [mailto:micheletennyson@cox.net]
Sent: Friday, March 13, 2015 7:34 PM
To: 'Michele Tennyson'
Subject: IMPORTANT re: Billboard Issue
Importance: High

Hello All,

I received the email below and the Becker Maps attachment from a concerned citizen who has been working tirelessly, along with others, to keep billboards out of our community. I ask that you review the attached information and plan to attend a neighborhood meeting at 6:00 pm on Wednesday, 3/18, at Arrowhead Elementary to let Becker Boards know that we do not want billboards in our communities. While they are asking to place billboards at a specific site near the Loop 101 and Bell Rd, this exception could create a dangerous precedent for billboards to be placed throughout our city in the future. Here's a little background for those who may not be familiar with this issue:

1. About a year ago, Becker Boards submitted a rezoning application to the city (ZON13-04) requesting the City revise its ordinance (ZTA 11-01) to allow static billboards to be placed at the Palm Canyon site owned by Becker Boards which is bounded by the Loop 101 (east), Bell Rd (south), New River (west) and 83rd Ave (north).

2. During community meetings and public hearings, the residents of Glendale urged the council to uphold its current ordinance and not allow these billboards. Glendale's billboard ordinance was crafted after careful consideration of the impact billboards would have on the surrounding communities and residents. The ordinance restricts billboards to M-1 and M-2 Zoning districts (light/heavy industrial). Both the Planning Commission and City Council voted it down, but not without a last minute push by Councilman Sherwood to revise the motion to include digital faces on the billboards...even though it was clear residents were against any billboards. Thankfully, it was voted down at that time, so WHY then is this coming back? How can Becker Boards, or Sherwood, think that we would change our minds in a year? ***We said NO once, loud and clear; let's say NO again even louder this time!***

3. It's frustrating that Becker Boards is back again, asking to place two 85' billboards, with both static ('initially...can only guess that wouldn't stay that way) and digital faces at the above site (see #1). Our current ordinance restricts billboards to a height of 25 feet, yet, they are asking for 85 feet...**so not only are they asking to place billboards in a non-allowable location, but they also want them to be 60 feet higher than the ordinance allows in *industrial* areas, which this site is not!!!**

4. The direct revenue that Glendale would receive from these billboards is miniscule and the indirect revenue won't likely result in increased revenue for local businesses as billboards typically attract advertisers of national brands, such as alcohol and cigarettes. Billboards are not an effective way to advertise. A 2012 study by the research firm, Marketing Charts, found that only 0.2% of adults said outdoor advertising was the most influential ad medium in their purchase decisions. Billboards are dinosaurs, and like dinosaurs, they should become extinct.

5. Billboards are a distraction to drivers...especially digital boards.

6. Billboards are unsightly. They tend to 'cheapen' the feel of the surrounding areas (how many billboards do you see along the Loop 101 in Scottsdale?!).

7. Studies in various cities throughout the nation have determined billboards harm surrounding housing areas. A recent study in Philadelphia showed that homes within 500 ft of a billboard are worth $31,000 less at time of sale than those further away. I would add that any home that has sight vision of the billboard will be less desirable.

8. Four states prohibit all billboards: Maine, Vermont, Alaska and Hawaii. Larger cities with prohibitions on new billboards include Houston, Los Angeles, St. Paul and Kansas City. Scenic America estimates thousands of communities around the country prohibit construction of new billboards. Let's add Glendale to that list. Better yet, let's add Arizona while we're at it!!!

Please take a moment to call or write the city council to voice your concerns and ask them to VOTE NO! Lastly, if you were in the area, you may have seen Becker's crane demonstration at the proposed location (a crane and a flag were hoisted to show the height of the billboards). My husband and I drove by at 5:45 pm but the crane, that was supposed to be in place until 6:00 pm, was already down. Frankly, as far as I'm concerned, they could be 25 feet tall and I would still fight to keep UGLY out of our communities!

Thank you,

Michele Tennyson
REALTOR, ABR, CDPE, CRS, BA
HomeSmart
The Tennyson Team
Selling Arizona one home at a time since 2000!
17215 N. 72nd Drive, B-115
Glendale, AZ 85308
c/623-203-0200
eFax/602-733-5365
Email: MicheleTennyson@cox.net

It is my privilege to assist you with your real estate needs, and an honor to receive your referrals.

The contents of this email are private and confidential. To that end, if you believe you have received this email in error, you are advised to immediately delete this email and contact the sender. Thank you.

FORWARDED EMAIL:

Subject: Billboard Maps

I have been doing some research and pulled some stuff from online. Attached are some maps that may better help explain the shady tactics of Mark Becker in regard to his billboards

This is an FYI

Explained in order:

1. These are all of the parcels owned between Bell and Union Hills by Glendale Bell 101 LLC - it is anybody's guess who has a financial interest in the Glendale Bell 101 LLC because it is owned by another LLC, that is owned by another LLC. Anyone can set up an LLC with the Arizona Corporation Commission, but then they never have to account to the Corporation Commission on the actual ownership/financial interest in the LLC. It can change over and over again with no accountability except to IRS when the partnership tax return is filed. Wonder who really has a financial interest in all of this property?

2. The property marked with red x's is the Glendale Bell 101 LLC parcels between Bell and Union Hills that are within the Glendale City Limits

3. This is a satellite map and the red x's represent the approximately location of where the billboards will be going up according to Becker's recent submitted plan. Notice the subdivision to the left of the property - which is actually quite large - that is a Peoria subdivision right along the border with Glendale. Across the 101 in the upper right, north of Costco, are apartments located in Glendale.

4. The black circle represents the area - 500 feet. Becker was required by Planning & Zoning to give notification to anyone within that 500 foot area. Note that because of Skunk Creek, the Freeway, etc. Becker only had to notify a few homeowners. That is why Hidden Manor or the apartments didn't get notification. I am not even sure if Becker had to give notice to that neighborhood in Peoria because they are not Glendale and Becker's Application only needs approval from Glendale.

P.S. In the 3/5/2015 full page advertisement in the Glendale Star Mark Becker says he will give a donation of $1,000 to a charity if you can see with the naked eye his craning event on Friday 3/13/2015, but he cleverly makes the restrictions of: 1)they must be Glendale residents [obviously eliminating the Peoria residents who are going to have the two 8 story high billboards in their backyards]; 2) must be visible from the first floor [eliminating the second floor apartment dwellers north of Costco who will be able to see the billboards] across the freeway.

What games!!!!!

Search results for "Glendale Bell 101 LLC"

We only show up to 1000 results of a search. You can further refine your search by combining terms like "name" in "zip" or "name" on "street". Please note that viewing details with greater than 100 results may be slow.

Real Property search results Showing 14 total results

200-43-005-A - GLENDALE BELL 101 LLC
Address: Not available
Details | Taxes | Deed | Email | View Owner | View S-T-R

200-43-007-G - GLENDALE BELL 101 LLC
Address: Not available
Details | Taxes | Deed | Email | View Owner | View S-T-R

200-43-003-A - GLENDALE BELL 101 LLC
Address: Not available
Details | Taxes | Deed | Email | View Owner | View S-T-R

200-43-005-C - GLENDALE BELL 101 LLC
Address: Not available
Details | Taxes | Deed | Email | View Owner | View S-T-R

200-43-009-J - GLENDALE BELL 101 LLC
Address: Not available
Details | Taxes | Deed | Email | View Owner | View S-T-R

200-43-009-K - GLENDALE BELL 101 LLC
Address: Not available
Details | Taxes | Deed | Email | View Owner | View S-T-R

200-42-964-A - GLENDALE BELL 101 LLC
Address: Not available
Details | Taxes | Deed | Email | View Owner | View S-T-R

200-42-964-B - GLENDALE BELL 101 LLC
Address: Not available
Details | Taxes | Deed | Email | View Owner | View S-T-R

200-42-005-J - GLENDALE BELL 101 LLC
Address: Not available
Details | Taxes | Deed | Email | View Owner | View S-T-R

200-43-007-K - GLENDALE BELL 101 LLC
Address: Not available
Details | Taxes | Deed | Email | View Owner | View S-T-R

200-43-009-M - GLENDALE BELL 101 LLC
Address: Not available
Details | Taxes | Deed | Email | View Owner | View S-T-R

200-43-005-F - GLENDALE BELL 101 LLC
Address: Not available
Details | Taxes | Deed | Email | View Owner | View S-T-R

200-43-601 - GLENDALE BELL 101 LLC
Address: Not available
Details | Taxes | Deed | Email | View Owner | View S-T-R

200-43-602 - GLENDALE BELL 101 LLC
Address: Not available
Details | Taxes | Deed | Email | View Owner | View S-T-R

Maricopa County Assessor
Paul D. Petersen
W Bluefield Ave
W Fullerton St
W John Cabot Rd
W Villa Rita Dr
W Michelle Dr
W Charleston Ave
W Tony Ct
W Athens St
W Groves Ave
W Saint John Rd
W Gradenlah Dr
W Meadow Dr
Sierra Winds 1
Sierra Winds 2
W Continental Dr
W Camino Sierra
N 87th Ln
N 87th Ave
N 86th Dr
N 86th Ln
N 85th Ln
N 85th Ave
N 84th Dr
N 84th Ln
N 83rd Ln
N 83rd Dr
N 79th Ave
N 78th Dr
W Campo Bello Dr
W Villa Rita Dr
W John Cabot Rd
W Saint John Rd
W Beltline Rd
Basemap
Imagery

Maricopa County Assessor
Paul D. Petersen
W Villa Rita Dr
W Michelle Dr
W Charleston Ave
W Groveris Ave
W Saint John Rd
W Athens St
W Greenbrier Dr
W Meadow Dr
Sierra Winds 1
W Continental Dr
W Campo Bello Dr
W Saint John Rd
Search
Buffer

Ritz, Thomas

From: Froke, Jon
Sent: Tuesday, March 17, 2015 11:33 AM
To: McAllen, Samuel; Perry, Tabitha; Ritz, Thomas; Figueroa, Diana
Subject: Proposed Bell Road and Loop 101 Billboard

FYI.

From: Daniel Maldonado [mailto:dmaldonado13@cox.net]
Sent: Monday, March 16, 2015 5:06 PM
To: Mayor Weiers
Cc: yknaack@glendaleaz.com; Hugh, Ian; Longoria, Martina; Sherwood, Gary; nrobinson@glendaleaz.com; Chavira, Samuel; bgeorge@glendaleaz.com; mmartinez@glendaleaz.com; nrobinson@glendaleaz.com; Froke, Jon; nalverez@glendaleaz.com; 'Arrowhead Ranch Phase II'
Subject: Proposed Bell Road and Loop 101 Billboard

Dear Mayor and Council members :
I am writing about the proposed zoning ordinance change to allow either non-digital or digital billboards at the Palm Canyon Business Park Planned Development located at Bell Road and the Loop 101. Allowing either non-digital or digital billboards at that location is against the clear intent and spirit of the zoning ordinance passed by the City Council on June 26, 2012. The original ordinance clearly limited digital billboards between Camelback Road and Northern Avenue along the Loop 101. The intent of the ordinance was to limit **all unsightly billboards** to just that narrow area of the freeway given the commercial nature of that area, notwithstanding that the ordinance language was limited to digital billboards. The City Council apparently considers all billboards (regardless if technological or not) as unsightly and that such signage distracts from the pristine view of home developments along Loop 101 and may also constitute a safety hazard for drivers in that area. I am opposed to the request to amend the ordinance to allow non-digital signage along Loop 101 or any other areas that are inconsistent with the Council's narrow allowance for digital signage. I came to the Arrowhead Ranch Master Planned Community 20 years ago to get away from both light pollution and visual pollution. The absence of light pollution and visual pollution makes Arrowhead Ranch a warm, friendly, and family atmosphere that contributes to a low crime neighborhood. Allowing digital and non-digital billboard would undermine this great community. Such signage would also attract gang graffiti and further spoil the nature and pristine desert views. I also understand that the proponent, Becker Billboards, owns multiples properties along Loop 101 and that if this ordinance is passed, then the entire serene character of Arrowhead Ranch would be altered and scarred with possible digital and/or non-digital billboards. This is clearly unacceptable.

Unfortunately, I am unable to attend the upcoming meeting scheduled on March 18, 2015. Nevertheless, I sincerely appreciate if you could consider my strong opposition to this ordinance change. I have also spoken to other neighbors who are also adamantly opposed but are unable to attend the meeting as well. The City has been inundated by repeated requests by the proponent to change the ordinance. It has been rejected multiple times and the proponent should not be allowed to thwart the neighborhood's will by repeated attempts, year after year, forcing the neighbors to waste valuable time and resources to repeatedly fight this ordinance, in the hopes of wearing down community resolve. The council should, instead, adopt a resolution preventing the proponent or any other person/entity from putting forth a similar or identical ordinance change request for the next 15 years. We trust that the Council will do the right thing and protect the environment as well as the culture of Glendale and Arrowhead Ranch in particular.

Daniel Maldonado
7864 W. Behrend Drive
Glendale, Arizona 85308

Ritz, Thomas

From: Froke, Jon
Sent: Tuesday, March 31, 2015 8:45 AM
To: obhosp@cox.net
Cc: Perry, Tabitha; Ritz, Thomas
Subject: Becker proposal for variance to City Ordinances

Hi Diane. Please see below.
Jon

From: Diane O'Brien [mailto:obhosp@cox.net]
Sent: Tuesday, March 31, 2015 8:23 AM
To: Froke, Jon
Subject: Becker proposal for variance to City Ordinances

Mr. Froke,
I am trying to understand the process for the Becker application, and am hoping you can shed a little more light on this application. First, how can they re-apply so soon, when the original request was just denied a few months ago? The Zoning Ordinance allows an application to be refiled after six months of a City Council decision on the previous application. Also, the application requests many deviations to the current city code. The PAD process allows the applicant to make certain requests. Is there a way for public input during the Planning & Zoning Committee review process? Yes, the public is allowed to state their opinion during the public hearing process. No meetings are scheduled at this time. I understand there is no public comment allowed at the workshops; but does the Planning Committee hold any public meetings for input? Yes. If so, how is the public notified? Via postcard a minimum of 15 days in advance of the public hearing. Is there some type of Email List that I can sign up for to obtain this information in a timely manner? Mr. Ritz will assist you.

Thank you,

Diane O'Brien
Resident of Hidden Manor

Figueroa, Diana

Subject: ZON15-03

From: Jason F. Mallette <jay.mallette@gmail.com>
Sent: Friday, April 3, 2015 8:29 PM
To: Tolmachoff, Lauren
Subject: ZON15-03

Dear Ms. Tolmachoff:

My name is Jason F. Mallette and I live at 7884 W. Oraibi Drive in Glendale. I am opposed to ZON15-03, the erection of two billboards (with two digital and three static faces) on property to the north and west of the loop 101 where it intersects with Bell Road. While I have many misgivings about this project, I believe most if not all will be stated by others. My main concern is (in a word) technology. I believe technology will render billboards useless within the next 20 years and I see no provision requiring the applicant to escrow (or otherwise make available) funds to tear down the billboards if and when they become useless. Unless this is done, the billboard removal becomes a burden on the taxpayers in the City of Glendale and all other cities where billboards exist today. While I cannot stop previously erected billboards, I would not look favorably on the billboards in this or any other project within the City of Glendale. If possible, I would appreciate it if you shared my view with both the Planning Commission and the City Council.

Please consider the above an executive summary and I will present my arguments below.

First, automotive technology has come a long way since the first automobiles were made over a century ago. Recent improvements include color cameras which show the driver a view that might otherwise be obstructed (like the rear of the automobile); the ability of an automobile to alert the driver if the driver gets too close to an object like another car or a person; and cars which can park themselves (including parallel parking). These options are already available to the motoring public. More recently, Google has been testing a 'driverless car'. Honda has manufactured a driverless car which is going on a cross country trip with as little assistance from a driver as possible. While driverless cars are not yet available to the public, I have no doubt that they soon will be. Once driverless cars become available, I expect twin lines of adoption. On the one side will be cab companies and on the other side will be insurance companies. First, the cab companies will determine that while a driverless car may cost more initially, it is less costly in the long run as a driver will not have to be paid for each hour the cab is in service. As these cars will be a lot safer than cars with drivers, the insurance companies will be the other line. Once they have some underwriting statistics about crashes happening to driverless cars, I expect we will see a marked drop in insurance rates for owners of driverless cars. Insurance rates for driverless cars will continue to decrease as fewer and fewer drivers are on the road. Once we reach a tipping point, we will see an explosion of benefits to driverless cars. I see cars that talk amongst themselves so that a car which would like to merge into another lane can ask permission of other cars already in that lane and all this will happen in a fraction of a second. I see cars whizzing along at over 100 miles per hour with six feet between each car. In this scenario, if there is an Amber Alert, the police will issue the alert for a car by its identifier (perhaps its VIN) electronically and cars near the identifier in question will automatically contact the police with the subject car's GPS coordinates. This will not require a human to read about the Amber Alert on a billboard or hear it over the radio and then look for the vehicle in question and then call the police. Once we get to this level of sophistication, I expect that most cars (starting with cab companies) will remove windows and replace them with screens so that the occupants of the car may watch any content they wish during the trip. In the case of cab companies, they would either also show advertisements sprinkled throughout the screen content or would add a charge for the content that the occupants were watching. Shortly thereafter, there will be no windows in cars and people will just get into a car, tell the car where they want to go, and get out some time later at their destination after being fully encapsulated while they were in the car. At this point, billboards will be totally useless and billboard companies will go the way of the slide rule. This would be the point where billboards will become unkept-up eyesores and where the cities around America would be called upon to remove them

(not so much for the motoring public which would not see them any more, but for the general public). So, I would propose that if anyone wishes to build billboards now or in the future, they should set aside sufficient money to tear down the billboards they are building today in case my prediction comes true. In this manner, the citizens of Glendale will know that they are protected from having billboards remaining standing long after they serve a useful purpose.

Let's look into the paragraph above a little deeper. Nothing I said about current technology cannot be corroborated by some small amount of research. I expect driverless cars will be available to most of us within the next 5 years. There is a profit incentive for cab companies to replace human-driven cars with driverless cars. It goes without saying that driverless cars will be safer than human-driven cars as they will be able to avoid accidents more quickly than a human-driven car. Driverless cars will simply react more quickly to a specific situation and will always react in the same manner to the same issue. So, if every driverless car veers to the right when encountering an object in the road, you will never have a head-on collision because someone went left instead of right. Today's technology allows my GPS to show me places to shop or eat while feeding me information about traffic on the road I am taking. Other technology turns some cars into Bluetooth devices and still other technology gives cars cellular capabilities (think of OnStar). So, it is not outside the realm of possibility that cars will soon be able to talk amongst themselves (and let another car know if a driverless car needs to swerve left before the swerve takes place). Once this happens, driverless cars will likely report road conditions amongst themselves and it isn't a large leap to have driverless cars report to the police the presence of a specific car wanted in connection with an existing Amber Alert. I expect that driverless cars will not generally cause accidents but I think human-driven cars will be involved in accidents with driverless cars. For example, if a human-driven car stops suddenly, a driverless car will recognize that it is slowing and start slowing along with it, stopping in time to avoid an accident while the human-driven car behind the driverless car will likely rear-end the driverless car because the human reflexes are far slower than the computer and sensors in the driverless car. The more driverless cars there are, the less accidents there will be. Eventually, driverless car insurance rates will be a lot lower than the same rate in the same territory for a human-driven car. As time goes on, driverless cars will come with two computers, each able to override the other in the case that one computer fails. When we get to this point, engineers will start to build driverless cars without windows. Instead, screens will be made available to the occupants of a driverless car. The screen could revert to showing the outside of the car if an occupant had to take over driving the car but would most likely be used to show an environment that the occupant wanted to see. Each occupant could have their own screen. Soon after this, cars would not need windows so a view of the outside would be the prerogative of the occupant and seeing sights like billboards would not happen as often. Revenue from billboards would go down and billboard companies would go out of business.

I know this all sounds like science fiction and perhaps it is. However, please think back to 1995 (20 years ago) and recall the cellular bag phone that you might have carried. If someone told you that in 20 years, you would carry a phone/computer which had a screen size of 4"x6" and weighed under a pound, perhaps you would have been skeptical. If they added in that you could type (or say) a message and send it to another phone in a flash, perhaps the skepticism would be greater. Surely, if you were told that you would have countless facts instantly at your disposal on your phone in 2015, you would have thought the prediction to be science fiction in 1995. And today it is all reality. So, who is to say what will be reality in 2035? While your guess is as good as mine, if it turns out that billboards do go the way of the slide rule, to what other use can the billboard towers be put? I cannot think of any, so would think that the towers will need to be torn down. Unless we can find another use for outmoded billboards, I think we need to hold the billboard builder accountable and require them to set aside money to tear the billboards down. Thank you.

Jason F. Mallette

Ritz, Thomas

From: Froke, Jon
Sent: Monday, May 18, 2015 1:49 PM
To: Ritz, Thomas
Cc: Perry, Tabitha; Figueroa, Diana
Subject: Becker Billboards Denial!

This was in my junk email box.

From: Linda Porter [mailto:lporter88@aol.com]
Sent: Monday, May 18, 2015 1:46 PM
To: lporter88@aol.com
Subject: Becker Billboards Denial!

For the third time, once and for all, please DENY any application of Becker Boards for billboards of ANY TYPE at Bell and 101.

I am personally disgusted with Sherwood's continued support of Becker's billboard scheme, despite his constituents' opposition to same.
He is facing a recall election to completely remove him from office. He garnered only 1,800 to get into office. Now over 3,000 voters have
petitioned to rid us of his deliberate attempts to coerce Glendale to endorse his business alliances with Becker and others.

Certainly the third time should be the "charm."

Linda Porter
lporter88@aol.com

Ritz, Thomas

From: Manny Martinez <mmartinez85308@gmail.com>
Sent: Thursday, May 21, 2015 4:10 PM
To: Ritz, Thomas
Cc: shahome@cox.net; Froke, Jon
Subject: ZON15-03 Mark Becker, Becker Boards Large LLC

Mr. Tom Ritz,

Dear Tom:

I am opposed to Mr. Becker's request to rezone approximately 7.4 acres from Planned Area Development (PAD) to Planned Area Development Amended (PAD Amended) to permit the placement of two digital billboards 85 feet in height. This is more onerous than his request last year to rezone approx.. 1.7 acres and which was unanimously denied by the Planning Commission and by a 5/2 vote by the CC.

The opposition last year was overwhelming as was demonstrated at the Planning Commission and Council meetings last year and has not changed as evidenced by the meeting held at the Arrowhead Elementary school a few weeks ago attended by over 100 residents and not a single person was in support of this rezoning.

For the record following are excerpts from the Council meeting last year:

Michelle Tennyson, a Cholla resident, stated she was disappointed that Council was considering a change to the billboard ordinance. She said this sets a dangerous precedent for the city. She said no one has been able to answer the question of how much revenue the billboards will bring to the city. She said the city would have little or no control over what is advertised and those advertisements may drive business away from the city., She said the signs will create a potential for rejection for homebuyers and the billboards will hurt resale value.

Bonnie Steiger, a Sahuaro resident, stated that she objected to the billboards due to a safety concern. She continued that a person could have an accident when driving down the street and trying to read the signs. She said the signs make the neighborhood look bad and it is not something the city wants.

Gail Hildebrandt, a Cholla resident, stated her opposition to the billboards and she is also opposed to the content that will be displayed on the billboards. She said the content may not even point to Glendale businesses. There is also no evidence that any revenue will be shared by the city.

Chris Jacques, City of Peoria Planning Director, commented that he wanted to clarify Peoria's current status on this issue. He said they support staff and the Planning Commission in the recommendation to deny this case. He said they have correspondence from the Peoria City Manager, Mayor and City Council where they have formally opposed this request. He said this site is close to Peoria neighborhoods and Peoria feels they have a stake in the outcome of this issue. From the beginning, this case provoked overwhelming opposition from both Glendale and Peoria residents.....

Bill Demski, a Sahuaro resident, said the Planning Commission unanimously rejected the billboards and said Councilmember Sherwood indicated the Council would overturn that vote. He suggested Councilmember Sherwood abstain from voting on this issue. He said he did not want the billboards in his neighborhood. He said they don't need any more commercialization of the state. He said this issue centers around greed.

John Horton, stated that he was an appraiser that did a report on this issue, and asked if the Council had any questions. Councilmember Martinez commented there are about 1700 residents that have expressed their opinion that

they do not want the billboards. Mr. Horton stated his opinion was that there was no effect on residential values and said he had no opinion on the signs. Councilmember Martinez said there were other opinions even on that.

William Thompson, a Cholla resident, said he has been to every meeting regarding this issue. He said any signs are not good for the neighborhoods. He said they are not safe and distract drivers. He also said someone knows how much money would be raised.

Suellen Brady-Nugent, a Cholla resident, had lunch with a billboards representative. She said he was going to offer a substantial amount of money to the HOAs in the area in exchange for residents backing off in their opposition to the billboards. She said they cannot be bought by Becker Boards or their representatives. When she asked the representative why he was not putting billboards in Scottsdale or Paradise Valley, he said they were not allowed in those cities. She said they have worked hard to prevent the billboards on their own, including collecting petition signatures and have spent their own money because they believe strongly in this issue. She said the constituents have spoken and do not want billboards.

Others that spoke against this request were:

Sahuaro residents: Paula Heil – Jen Deines – Connie Kiser – Eileen Baldwin

Cactus resident – Arthur Thruston

Cholla residents – Jason Mallette –Francis Sisti – Walt Opaska – John Stern - Dr. Kathleen Goeppinger –

Peoria resident – Douglas Cox

Phoenix residents – Randy McLaughlin –Andrew Marwick

I spoke at length but following are brief parts of my comments:

.....He said there are over 1700 Glendale and Peoria residents who are of the opinion that these signs would be a blight and would damage property values in the long run. He said one opinion is indisputable, the signs will not add to the quality of the neighborhoods, nor would they add any value whatsoever. He reminded everyone that in 2012, after staff had received public input, including representatives of sign companies, Council adopted a text amendment to a sign ordinance that restricts billboards to certain areas and this proposed project does not meet that criteria. He said ex-Mayor Elaine Scruggs said it all when she said, "Bottom line, in Glendale we went through an extensive and sometimes hurtful process in the 90's to eliminate billboards from the city. At that time they were predominantly in the Southern part of the city as our north was not well developed yet. That initiative was supported our Council management and residents as a quality of life issue. Now twenty years later, new leaders are being told the proposal is in the best interest of business. Even the most recent email from Becker Boards talks about value to businesses, nothing about residents. The Becker Boards bribe of one jazz festival is not value to Glendale residents." He said Peoria residents are also against this project and on November 19, 2013, the Peoria City Council passed a resolution in opposition. On January 14th, Mayor Barrett followed up with a letter to our Mayor and Council reinforcing their position and just yesterday, Council received a follow up letter reinforcing that. He believed Mayor Barrett said it best when he encouraged residents to attend the meetings and "express your opinion about 85 feet of ugly that they want to put on Bell and the 101." He also said from the beginning Willow District Councilmember John Edwards has been very vocal in his opposition.....

Councilmember Martinez closed by saying as elected officials the constituents expect Councilmembers to represent them and make decisions that improve their quality of life. He said that project would do the opposite. Some of them forget and make decisions based not on what is best for the district, but the impact it will have on the city as a whole. He said if this is approved, this will open the door and more will follow. He said the Planning Director has said it is only his second recommendation for denial of a zoning case in the last fifteen years. He said the Planning

Commissioners are volunteers who have studied this proposal and who asked many questions at the hearing on February 6th, and after a 3 hours meeting, they unanimously voted 6 to 0 to accept the Planning Department's recommendation to deny. Councilmember Martinez said he supports their decision and will vote to deny this application."

Sincerely,

Manny Martinez

Hidden Manor Homeowners Association

WEBSITE: HIDDENMANORHOA.COM P.O. BOX 10813 - GLENDALE, AZ 85318-0813

May 27, 2015

John Froke
Director, Glendale Planning & Zoning
5850 W Glendale Avenue
Glendale, AZ 85301

RE: ZON 15-03 – Becker Boards Large, LLC – Billboards at Bell & 101

Dear Mr. Froke,

I am writing you as the President of the Hidden Manor HOA. As you are gathering information for ZON 15-03, I wanted to remind you of Hidden Manor's strong objection to billboards along the 101 between 51st Ave. and Bell Rd. I have heard that people are saying the opposition only consists of a few very vocal residents of Glendale and Peoria. This simply is not true. Hidden Manor is neighborhood of 260 homes. We are located between Union Hills and Libby and between 75th and 79th Avenues. We are close to the proposed billboard location.

Last year we worked to circulate petitions to homeowners in our neighborhood. The Hidden Manor HOA continues to formally and unanimously oppose billboards based on the feedback we received from Hidden Manor homeowners regarding billboards. I wanted to share with you some of the feedback we have received from our neighbors.

*Billboards are tacky.
*They will cheapen the area and cheapen our neighborhood.
*They are distracting and unsafe to all West Valley drivers using the 100 Freeway.
*They don't belong in our neighborhood.
*Hidden Manor home prices are just starting to recover. Hidden Manor is a beautiful neighborhood and we think billboards at Bell & 101 will negatively affect our property values.
*Why do we have to keep fighting this when there is already an Ordinance in place against these billboards?
*The billboards will restrict the scenic views of the mountains and the uncluttered and non-commercial feel when driving along the northern loop of the 101.
*We are worried about light pollution.
*Why is this being considered again when our P & Z and City Council have already said NO.
*The privilege use tax collected on any rental from billboards is pennies compared to what we will lose because of the blight billboards bring.

Hidden Manor is a neighborhood comprised of homeowners who are small business owners and entrepreneurs. Our residents believe that these billboards will not benefit Glendale small business owners, but will only allow those "big" advertisers [liquor, insurance, big law firms, cigarettes, casinos, etc.] to jump at the chance to have access to "first of its kind" advertising along the otherwise uncluttered and pristine north loop of the 101.

On behalf of all of our homeowners in Hidden Manor – Saguaro District – we urge you to vote NO on the Becker Boards Large, LLC Application ZON 15-03. Glendale Planning and the City Council have already said NO to billboards at Bell & the 101. Regardless of size or shape, billboards are an intrusion of our neighborhood feel and lifestyle and will negatively impact our property values.

Thank you for your consideration,

HIDDEN MANOR HOMEOWNERS ASSOCIATION, INC.

By_____
Jen Deines, President

Cc: [City Council]

Ritz, Thomas

From: Daniel Deary <dandeary@gmail.com>
Sent: Wednesday, May 27, 2015 4:13 PM
To: Froke, Jon; Ritz, Thomas
Subject: ZON15-03

After a unanimous vote to NOT APPROVE the billboards it is back for another vote. Why? The citizens of Glendale have spoken loud and clear previously. I want to be perfectly clear that I am against the proposed billboards.

--
Dan Deary
glendale resident
E-Mail: DanDeary@gmail.com
Cell Number 602-312-3316

This message, including attachments, is confidential and may be privileged. If you are not an intended recipient, please notify the sender then delete and destroy this message. You should not copy, forward and/or disclose this message, in whole or part, without permission of the sender.

Ritz, Thomas

From: Rosemary Newman <sewingbuddies@cox.net>
Sent: Wednesday, May 27, 2015 5:11 PM
To: Ritz, Thomas
Subject: Regarding the Billboard Proposal at Bell and the 101

Hi,

I am emailing you in regards to the proposal Zone 15-03 for a billboard at Bell Rd and Loop 101. We sincerely hope you take our feelings into consideration and veto this proposal.

As a homeowner in Glendale, we do not wish to see this type of eyesore take away from the scenic beauty around the Arrowhead area.

Sincerely,

Fred and Rosemary Newman

Ritz, Thomas

From: Preston, Jenifer <Jenifer.Preston@wesdschools.org>
Sent: Thursday, May 28, 2015 7:25 AM
To: Ritz, Thomas
Subject: billboards

The thought of giant billboards in my neighborhood is very disturbing. Even though there is a freeway, the area in question is very much a residential neighborhood. Property values would go down and I believe the impact would be extremely negative. Please continue to vote against this bill.

Jenifer B. Preston
Kindergarten Teacher, Sahuaro
X6229

Ritz, Thomas

From: Rich Shelton <Rich@richsheltonhomes.com>
Sent: Friday, May 29, 2015 8:50 AM
To: Ritz, Thomas
Subject: Ref. ZON 15-03 Mark Becker - Billboards at Bell & the 101

Dear Mr. Ritz:

Please pass my email on to the Glendale Planning and Zoning Commission. My wife and I are very strongly apposed to Mark Becker's proposal to install billboards in not only the Bell and Loop 101 corridor, but anywhere else on Loop 101 except the entertainment district near Glendale Ave and the 101. As a Realtor®, I can tell you that these billboards are detrimental to property values, and they cheapen our cities image. The city gains little financially by allowing these massive, ugly things in our neighborhoods and has everything to lose in terms of perceived stature as a "classy city.

Anyone with an ounce of sense should know that if the city allows billboards in the Bell Road corridor, Becker and company will continue to push for more signs and Glendale will start looking like the Las Vegas strip. We MUST stop this now and permanently! I personally have been very disappointed and upset by some of our city leaders' bad decisions in the past few years. This issue would be monumental! I URGE THE COMMISION TO VOTE NO AND SEND MARK BECKER AND HIS LACKIES PACKING!

Rich Shelton, Lt Col, USAF (Ret.)
REALTOR®, ABR, CDPE, SRES, CNE, e-PRO
RE/MAX Desert Showcase
14155 N. 83rd Ave., Suite 1230
Peoria, AZ 85381
Direct: (623) 670-1520
FAX: (866) 991-3238
Email: Rich@RichSheltonHomes.com
www.RichSheltonHomes.com
Oh by the way, I'm never too busy for any of your referrals!

Ritz, Thomas

From: Bri Delaney <bri_delaney@hotmail.com>
Sent: Friday, May 29, 2015 11:44 AM
To: Ritz, Thomas
Subject: No billboard

Good afternoon

I would not like to have a billboard on bell road and the 101.

Brianna Delaney

Ritz, Thomas

From: Christine <christine@ccinteriordesignsaz.com>
Sent: Friday, May 29, 2015 12:11 PM
To: Ritz, Thomas
Subject: NO BILLBOARDS AT BELL

To whom it concerns,

I am a resident along the New River wash and my home will be directly affected by the proposed Becker Billboards. This will be a negative impact to our home, the peaceful enjoyment and views from our home, and to the Glendale community in which we share our lives. This will cause "decreased desirability" for both Glendale and Peoria.

Please don't let Becker Boards mess with our great community.

Christine Cox

CC Interior Designs

Cell: 623-680-6567
Fax: 623-815-7320
Christine@ccinteriordesignsaz.com
www.ccinteriordesignsaz.com
www.ccinteriordesigns.blogspot.com

Renovation and Design Specialist
ADDING VALUE TO HOMES WITH CREATIVE PLANNING AND FINISHES

Ritz, Thomas

From: Michael <mcox09@cox.net>
Sent: Friday, May 29, 2015 11:51 AM
To: Ritz, Thomas
Subject: NO BILLBOARDS

Billboards do not belong around the 101 and Bell road area, thank you.

Mr. Jon Froke
Glendale Planning Director
Planning & Zoning Department
5850 W. Glendale Ave
Glendale, Arizona 85301

May 28, 2015

MAY 28 2015

RE: ZON 15-03 – Becker Boards Large, LLC Application

Dear Mr. Froke:

Attached hereto are 143 new signatures of people who have said that they don't ever want billboards approved for Bell & the 101. Would you please make sure these are included in the Commission packets for this matter.

Glendale and the people have already spoken last year. It is respectfully requested that you please tell Mr. Becker, again, to go to his backyard in Scottsdale/Paradise Valley and fight to convince them to approve his "great" plan for billboards along the freeway. Leave Glendale alone – we have already said NO. I URGE YOU TO SAY NO AGAIN.

Connie Kiser
7644 W. Michigan
Glendale, AZ 85308
602 439-4466
conkiser@msn.com

TO THE CITY OF GLENDALE – PROPOSED ZONING ORDINANCE CHANGE: ZON-15-03

We, the undersigned, are protesting and opposed to the approval of the application filed by Becker Boards Large, LLC [Mark Becker], or any other entity he wishes to use for his Applications, which would in any way allow for the construction of static or digital Billboards at Bell Rd. and the 101 Freeway. For the record, we are also opposed to the granting of any application which would allow or provide for the construction of any Billboards along the 101 from 51st Avenue down to Northern Ave.

Date	Signature	Printed Name	Address
3/18/15	Ross J Kosinski	Ross J Kosinski	Midwestern U. 13018 N 60th St Scottsdale AZ
3/18/15		Erik Lewandowski	19507 N 67 Dr Glendale AZ 85308
3/23/15	Olympia Jolls	Olympia Jolls	7736 W. Villa Rita Dr. Glendale, AZ 85308
3/23/15	David C Jolls	David C. Jolls	7736 W Villa Rita Dr Glendale AZ 85308
3-23-15	Kristine Vann	KRISTINE VANN	7730 W VILLA RITA GLENDALE AZ 85308
3/23/15		JEFFRY D. VANN	7730 W. VILLA RITA GLENDALE, AZ 85308
4/10/15	Lauren Pensinger	Lauren Pensinger	8577 W. Avenida del Sol 85383, Peoria AZ

TO THE CITY OF GLENDALE – PROPOSED ZONING ORDINANCE CHANGE: ZON-15-03

We, the undersigned hereby, through our signatures, protest any approval of the application filed by Becker Boards Large, LLC [Mark Becker] Boards, which would in any way amend the Palm Canyon Business Park PAD to allow for the construction of any Billboards on the NW corner of Bell Rd. and the 101 Freeway. For the record, we are also opposed to the granting of any application which would allow or provide for the construction of Billboards along the 101 from 51st Avenue down to north of Northern. Most of these areas are residential and the Billboards, digital or static, are unsightly and will detract from the aesthetics of the impacted communities. This is our neighborhood and you should keep the Billboards down in the Westgate area where they belong. **They do not belong in our back yards.**

Date	Name – Printed	Address	Signature
		Glendale, AZ 85308	
3-15-15	Ann M Theall	7625 W. Michigan Ave	Ann M Theall
3-15-15	Troy Theall	7625 W. Michigan Ave. Glendale, AZ 85308	
3-16-15	CAROL J. NETWIG	18236 N. 75th AVE. GLENDALE, AZ 85308	Carol J. Netwig
3/16/15	SANDRA JANSSEN	7729 W. Villa Theresa Glendale, Az 85308	Sandra Janssen
3/16/15	John Janssen	7729 W. Villa Theresa Glendale, Az 85308	John Janssen
3-18-15	Evelyn LeBrent	22866 N. 73rd Dr. Glendale AZ 85310	

TO THE CITY OF GLENDALE – PROPOSED ZONING ORDINANCE CHANGE: ZON-15-03

We, the undersigned, are protesting and opposed to the approval of the application filed by Becker Boards Large, LLC [Mark Becker], or any other entity he wishes to use for his Applications, which would in any way allow for the construction of static or digital Billboards at Bell Rd. and the 101 Freeway. For the record, we are also opposed to the granting of any application which would allow or provide for the construction of any Billboards along the 101 from 51st Avenue down to Northern Ave.

Date	Signature	Printed Name	Address
5/18/15	[signature]	JOHN H. STERN	7033 W Kimberly Way
5-18-15	[signature]	BARB FENNEMA	18033 N. 83RD DR. PEORIA 85382
5/18/15	[signature]	GARY LIVINGSTON	5231 W. PORT AU PRINCE GLENDALE 85306
5/18/15	[signature]	Janet Livingston	5231 W. Port Au Prince, Glendale 85306
5/21/15	[signature]	Marge Shantzer	9509 Cedar Hill Cir SC. AZ 85351
5/21/15	[signature]	Charles E. Shantzer	9509 W. Cedar Hill Cir Sun City 85351
3/21/15	[signature]	G. Lynn Cline	6563 W. Melinda Ln Glendale 85308

TO THE CITY OF GLENDALE – PROPOSED ZONING ORDINANCE CHANGE: ZON-15-03

We, the undersigned, are protesting and opposed to the approval of the application filed by Becker Boards Large, LLC [Mark Becker], or any other entity he wishes to use for his Applications, which would in any way allow for the construction of static or digital Billboards at Bell Rd. and the 101 Freeway. For the record, we are also opposed to the granting of any application which would allow or provide for the construction of any Billboards along the 101 from 51st Avenue down to Northern Ave.

Date	Signature	Printed Name	Address
3-22-15	Barbara Freda	Barbara Freda	7231 W. Grovers Ave, Glendale 85308
3-22-15	James J. Freda	JAMES J. FREDA	7231 W. GROVERS AVE GLENDALE 85308

TO THE CITY C F GLENDALE – PROPOSED ZONING ORDINANCE CHANGE: ZON-15-03

We, the undei signed, are protesting and opposed to the approval of the application filed by Becker Boards Large, LLC [Mark Becker], or any other entity he wishes to use for his Applications, which would in any way allow for the construction of static or digital Billboards at Bell Rd. and the 101 Freeway. For the record, we are also opposed to the granting of any application which would allow or provide for the construction of any Billboards along the 101 from 51st Avenue down to Northern Ave.

Date	Signature	Printed Name	Address
4/18/15	Lara L. Thompson	Lara Thompson	7649 W. Villa Theresa
4/18/15	Laura Drawert	Laura Drawert	7627 W. Villa Theresa Dr. Glendale AZ 85308
4/18/15	Susan Urso	JU SAN URSO	7617 W Villa Theresa Glendale AZ 85308
4/18/15	John P Heffernan	JOHN HEFFERNAN	7607 W. VILLA THERESA GLENDALE AZ 85308
4/18/15	Thomas Hackett	THOMAS HACKETT	7549 W. Villasa Dr Glendale
4/18/15		Matthew Matson	7539 W. Villa Theresa Dr Glendale AZ 85308
4/15/15	Philip Schaap	Philip Schaap	7550 W. Villa Theresa

TO THE CITY OF GLENDALE – PROPOSED ZONING ORDINANCE CHANGE: ZON-15-03

We, the undersigned hereby, through our signatures, protest any approval of the application filed by Becker Boards Large, LLC [Mark Becker] Boards, which would in any way amend the Palm Canyon Business Park PAD to allow for the construction of any Billboards on the NW corner of Bell Rd. and the 101 Freeway. For the record, we are also opposed to the granting of any application which would allow or provide for the construction of Billboards along the 101 from 51st Avenue down to north of Northern. Most of these areas are residential and the Billboards, digital or static, are unsightly and will detract from the aesthetics of the impacted communities. This is our neighborhood and you should keep the Billboards down in the Westgate area where they belong. **They do not belong in our back yards.**

Date	Name – Printed	Address	Signature
		Glendale	
3/20	Tina Borer	9738 W. Wescott Dr.	
3/20	Sam Borer	" " " "	
4/18	ROGER JARVITH	7701 W. VILLA THERESA	
4/18	DORELY VLAD	7702 W VILLA THERESA	
4/18	Deboran Mendoza	7713 w. Villa Theresa	
4/19	Taylor Debscecen	7713 w. Villa Theresa	
4/18	Kim Taylor	7628 W. Villa Threeca	
4/18	John Taylor	7628 W VILLA THERESA	

TO THE CITY OF GLENDALE – PROPOSED ZONING ORDINANCE CHANGE: ZON-15-03

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Date	Signature	Printed Name	Address
	John Fallucca	John Fallucca	
		Cinnc Bostick	14225 N 63rd Dr
4.21.15		REBECCA ANDERS	14210 N 63RD DRIVE
4.21.15	Bernadette Hratko	Bernadette Hratko	2950 W Kimp Ln Glendale Az
4.21.15	Jennifer L Miller	Jennifer L Miller	6390 W. Crocus Dr Glend. 85306
4.21.15	Kevin R.C. Miller	KEVIN R.C. MILLER	6390 W. CROCUS DR GLENDALE 85306
4-22-15	Nancy Cisco	NANCY CISCO	6128 W. Potter Dr. Glen. 85308
4-22-15	Shantel Tiner	Shantel Tiner	22014 N 73rd Ave Glendale AZ

TO THE CITY OF GLENDALE – PROPOSED ZONING ORDINANCE CHANGE: ZON-15-03

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Date	Signature	Printed Name	Address
3/18/15	Carole Goodwin	Carole Goodwin	19310 N. 66th Ave Glendale AZ 85308
3/18/15	Walt Kronenkiewicz	Walt Kronenkiewicz	19310 N 66th Ave 85308
3/18/15	Tony Medina	Tony Medina	8363 W. Meadow Dr.
3/18/15	Dan Collins	Dan Collins	8357 W Meadow Dr.
3/18/15	Larry Mandrell Sandra Mandrell	Larry Mandrell Sandra Mandrell	7923 W. Kimberly Way
3/18/15	James Derrig	James Derrig	19006 N 76 Ave
3/18/15	Ted Ragucci	Ted Ragucci	5937 W. Sack Dr.
3/18/15	Lauren Tolmachoff	Lauren Tolmachoff	6820 W. Sonnet Dr

TO THE CITY OF GLENDALE – PROPOSED ZONING ORDINANCE CHANGE: ZON-15-03

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Date	Name – Printed	Address	Signature
3/8/2015	Renee Miller	7773 W Libby St Glnd AZ 85308	
3/8/2015	Beverly A. Wright	7743 W. Libby St., Glendale, AZ 85308	Beverly A. Wright
3/9/2015	Jean Deines	7714 W. Wagoner Rd	85308
3/9/2015	Tim Topliff	7714 W Wagoner Rd	85308
3/9/2015	M.L. Deines	17817 N 75th Dr	85308
3/9/2015	Jean Deines	17817 N 75th Dr	85308
3/13/15	VALERIE RENSMEYER	7613 W. VILLA	85308
3/13/15	Judy Janosik	7753 W. Libby	85308

TO THE CITY OF GLENDALE – PROPOSED ZONING ORDINANCE CHANGE: ZON-15-03

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Date	Name – Printed	Address	Signature
3-5-15	Barbara Lane	7616 W Libby St Glendale	Barbara Lane
3-7-15	Susan B Hellwig	7615 W Bleefield Ave Glendale	Susan B Hellwig
3-7-15	Bruce E Crocker	10826 W Granada Dr Sun City	Bruce E Crocker
03/07/2015	Keith m Hellwig	7615 W Bluefield Ave Glendale AZ 85308	Keith m Hellwig
3-8-15	FRANCES L. BEATTY	7524 W. WAGONER RD GLENDALE 85308	Frances L Beatty
3/8/15	Kirk Beatty	7524 W. Wagoner Rd., Glendale 85308	Kirk Beatty
3/8/15	David Miller	7773 W Libby St Glendale 85308	David Miller
3/8/15	Norman M. Miller	7773 W. Libby St. Glendale 85308	Norman M Miller

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Date	Signature	Printed Name	Address
3/18/15	Geraldine Engles	GERALDINE ENGLES	7731 W. VILLA RITA
3/18-15	Carol Leader	CAROL LEADER	7734 W. John Cabot Rd.
3-18-15	Mike Macari	MIKE MACARI	17461 Bethany Dr
3-18-15	Gary Deardorff	GARY DEARDORFF	6383 W VIA MONTOYA DR
3-18-15	Laurel Deardorff	Laurel Deardorff	6383 W Via Montoya Dr
3-18-15	Harriet Agnus	Harriet Agnus	7132 W. Grovers Ave.
3-18-15		Teran Herns	17380 N. 84th Ln.
3-18-15	Tom Nugent	Tom Nugent	7609 W. Ecuador Dr

TO THE CITY C F GLENDALE – PROPOSED ZONING ORDINANCE CHANGE: ZON-15-03

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Date	Signature	Printed Name	Address
3/18/15	Cheryl Macari	Cheryl Macari	17461 N. 84th DR, Peoria AZ 85382
3/18/15	Helen Haetman	Helen Haetman	17455 N 84th ave Peoria 85382
3/18/15	Dennis Shea	Dennis Shea	8365 W. Coolbrook Peoria 85382
3/18/15	Diane Shea	Diane Shea	8365 W. Coolbrook Ave
3-18-2015	Michael Schwartz	MICHAEL L. SCHWARTZ	7629 W KRISTAL WAY 85308
3-18-15	Kelly Sufian	Kelly Sufian	17471 N 83rd Dr
3-18-15	[illegible]	[illegible]	17471 N 83rd Dr
3-18-15	Gail Hildebrant	Gail Hildebrant	7645 W Julie Dr Glen

TO THE CITY OF GLENDALE – PROPOSED ZONING ORDINANCE CHANGE: ZON-15-03

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Date	Signature	Printed Name	Address
3/18/15		Adam Dehon	7615 W Julie Dr
3-18-15		Christine Y. Cox	17431 N. 84th Dr Peoria, AZ
3-18-15		Bonnie Jerry Weis	17441 N. 84th Dr Peoria, AZ
3/18/15	William + Judith Treuyott	William + Judith Treuyott	7861 W. Tonto Dr Glendale, AZ 85303
3/18/15	Janet Girard		9551 N. 83 Dr.
18 MAR 2015	JASON F. MALLETT		7884 W ORAIBI DR
3/18/15	Karen L. Bowes	Karen Bowes	19184 N. 78th AVE
3/18/15	Dennis J. Paulson Ph.D.		Midwestern Univ.

TO THE CITY OF GLENDALE – PROPOSED ZONING ORDINANCE CHANGE: ZON-15-03

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Date	Signature	Printed Name	Address
3.18.2015	Susan Williams	Susan Williams	20001 N 76th Ave Glendale 85308
3-18-2015	Lisa A Tellefson	Lisa A Tellefson	8357 W. Calibrook Dr Peoria AZ 85382
3-18-2015	Paulette Hack	Paulette Hack	8369 W Meadow 85382
3-18-2015	Douglas Cox	Douglas Cox	17431 N. 84th Dr. Peoria 85382
3-18-15	Nancy J Babcock	Nancy J Babcock	17441 N 83rd Dr 85382
3-18-15	Chris Reed	Chris Reed	7633 W Krystal Way 85308
3-18-15	Cindy Workinson	Cindy Bullock	777 W Escuda 85308
3-18-15	T Bowes	Teo Bowes	19184 N. 79th Ave 85308

TO THE CITY CF GLENDALE – PROPOSED ZONING ORDINANCE CHANGE: ZON-15-03

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Date	Signature	Printed Name	Address
3/18/15	BERNADETTE KOEHLER	Bernadette Koehler	7627 W John Cabot Rd
3-18-15	Beverly A. Wright	Beverly A. Wright	7743 w Libby Street
3/18/15	Judith L Ross	Judith L. Ross	5302 W. Voltaire #5304
3/18/15		BOBBY A. RUGGLES	19115N. 78th Ln Glendale
3/18/15	Lois M Ruggles	LOIS M RUGGLES	19115 N 78th LN - GLENDALE 85308
3/18/15	Cathy Chandler	Cathy Chandler	7752 w. Julie Dr. Glendale 85308
3/18/15	Larry Macchione	LARRY MACCHIONE	19624 N. 78th Ave. Gld. 85308
3/18/15		John A Telletsen	8357 W coolbrook Ave Peoria

TO THE CITY OF GLENDALE – PROPOSED ZONING ORDINANCE CHANGE: ZON-15-03

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Date	Signature	Printed Name	Address
3/18/15	Duane A. Graham	Duane A Graham	7602 W. Villa Rita Dr.
3/18/15	Sean F. Lee	SEAN F. LEE	6305 W. Hill LANE 85310
3/18/15	Janet H Lee	JANET H. LEE	6305 W Hill Ln 85310
3/18/15	Barbara Betts	Barbara Betts	7040 W. Morrow Drive 85308
3/18/15	Sam L Taylor	Sam L Taylor	7842 W. Kerry Lane 85308
3/18/15	Dullen Brady-Nugent	Dullen Brady-Nugent	7609 W Escuda DR AZ 85308
3/18/15	Diane O'Brien	DIANE O'BRIEN	7207 W Villa Theresa Dr. 85308
3-18-15	Pamela Bradfield	Pamela Bradfield	19624 N. 78th Ave. 85308

TO THE CITY OF GLENDALE – PROPOSED ZONING ORDINANCE CHANGE: ZON-15-03

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Date	Signature	Printed Name	Address
3/18/15		Roberta Podzius	7723 W. Estrella Dr. Glendale 85308
3/18/15		James Podzius	" " "
5/1/15	Dylan Pensinger	Dylan Pensinger	23966 N. 80th dr. Peoria AZ
5/11/15		DAVID FONK	7547 W. LIBBY ST GLEN.
5/11/15		Robyn L Fonk	7547 W Libby St Glen 85308
5/11/15		Judy Jnosik	7753 W. Libby St 85308
5-14-15		Evelyn LaBrant	22866 N. 73rd Dr 85310

May 28, 2015

HAND DELIVERED

MAY 28 2015

Mr. Thomas Ritz
Senior Planner
Planning & Zoning Department
5850 W. Glendale Ave
Glendale, Arizona 85301

RE: ZON 15-03 Mark Becker - Billboards at Bell & 101

Dear Mr. Ritz:

Being hand delivered herewith are **344 signatures** of people who have said that they don't want ANY billboards approved for Bell & 101 – or along the 101 from 51st Avenue down to Bell. That means back when Mr. Becker first made an attempt for his billboard rezoning and also his most recent attempt. Mr. Becker has filed a new application for those billboards, but his request is basically the same – he wants billboard zoning for Bell & 101. This, like many other decisions in the past, is not good for Glendale. Billboards are a thing of the past and Glendale has spent a lot of money trying to remove billboards. We already have a zoning ordinance that prohibits billboards anywhere along the 101 from 51st Ave. to Bell Rd.

The language on the petitions specifically states: **"For the record we are also opposed to the granting of any application which would allow or provide for the construction of Billboards along the 101 from 51st Avenue down to north of Northern Ave. Most of these areas are residential and the Billboards, digital or static, are unsightly and will detract from the aesthetics of the impacted communities."**

Please listen to their voices, they need to be heard and incorporated into and made a part of the ZON15-03 record. It is respectfully requested that the attached signatures are included in the ZON15-03 case file AND that my letter opposing this second zoning amendment request by Mr. Becker is distributed to each of the 7 Planning Commissioners.

I urge the Planning Department and the Planning Commissioners to listen to the voices and do what is good for Glendale by not succumbing to the pressures Mr. Becker has put on the City of Glendale to get his billboard zoning at Bell & the 101. The billboards hurt Glendale and our neighbors.

Thank you for listening. It is time to say NO – again to Mr. Becker.

Suellen Brady-Nugent
Tom Nugent
7609 W Escuda Rd.
Glendale, AZ 85308
623 594 6076
sbnuge@gmail.com

Suellen Brady-Nugent
Tom Nugent

TO THE CITY OF GLENDALE – PROPOSED ZONING ORDINANCE CHANGE: ZON-13-04

We, the undersigned hereby, through our signatures, protest any approval of the application filed by the Rose Law Group on behalf of its client, Becker Boards, which would amend the Palm Canyon Business Park PAD to allow for the construction of any Billboards on the NW corner of Bell Rd. and the 101 Freeway. For the record, we are also opposed to the granting of any application which would allow or provide for the construction of Billboards along the 101 from 51st Avenue down to north of Northern Ave. Most of these areas are residential and the Billboards, digital or static, are unsightly and will detract from the aesthetics of the impacted communities. This is our neighborhood and you should keep the Billboards down in the Westgate area where they belong. They do not belong in our back yards.

Date:	Signature:	Address:	Ph &email:
1/29/13	Colleen Mohn	20000 N. 57th Ave. J302 Glendale 85308	602-881-3651 cmohn76 gmail.com
1/29/14		20000 N 57TH Ave J309 Glendale 85308	925-858-0316
1/29/14	Elsie McClain	20000 N. 57th Ave J.300 Glendale 85308	303-994-1456
1/29/14	Dylan Dorr	20000 N. 57th Ave. J206 Glendale 85308	480-244-9349
1/29/14		20000 N. 57th Ave. J205 Glendale 85308	612-868-0685
1/29/14		20000 N57th AVE J204 Glendale 85308	916-606-1820
1/29/14		20000 N. 57th Ave J201, Glendale, 85308	
1/29/14		20000 N. 57th Ave J201, Glendale, 85308	

TO THE CITY OF GLENDALE – PROPOSED ZONING ORDINANCE CHANGE: ZON-13-04

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Date:	Signature:	Address:	Ph &email:
1-28-14		20000 N. 57th Ave Glendale, AZ 85308	623-572-3848
1-29/14		20000 N 57th Ave Glendale AZ 85308	760-855-4321
1/29/14	Whitney Wilson	24641 N 65th Ave Glendale, AZ 85310	352-710-4723
1/29/14		20000 N. 57th Ave. Glendale, AZ 85308	801-828A-3712
1/29/14		20000 N. 57th Ave. Glendale, AZ 85308	801-686-8322
1/29/14		20000 N 57th Ave Glendale, AZ 85308	469-854-1289
1/29/14	Jessica C. Lausin	20000 N. 57th Ave Glendale AZ 85308	9-6-606-6495
1/30/14		5150 N 99th Ave #3010 Glendale AZ 85305	608-332-7963

TO THE CITY OF GLENDALE – PROPOSED ZONING ORDINANCE CHANGE: ZON-13-04

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Date:	Signature:	Address:	Ph &ema l:
1/29/14	Christine Topliff	20000 N 57th Ave Apt H310	(509)940-6281 ctopliff@uw.edu
1/29/14	[illegible]	2000 N 57th Ave Apt H110	951 264-0935 vuc3485@gmail.com
1/29/14	[illegible]	20000 N. 57th Ave. H104	562)991-4400 jKim23@midwestern.edu.
1/29/14	[illegible]	20000 N57th Ave. H-105	714-655-3057 dolphin_dessy3@yahoo.com
1/29/14	[illegible]	20000 N 57th Ave H102	pphem98@midwestern.edu
1/29/14	[illegible]	20000 N 57TH AVE H101	rterry87@gmail.com
1/29/14	[illegible]	20000 N 57TH AVE H10	rterry87@gmail.com
1/29/14	[illegible]	20000 N 57th Ave H202	rsridhar34@midwestern.edu
1/29/14	Amanda Ward	20000 N 57th AVE H303	952-212-4580 awamn37@midwestern.edu

TO THE CITY OF GLENDALE – PROPOSED ZONING ORDINANCE CHANGE: ZON-13-04

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Date:	Signature:	Address:	Ph &email:
1/29/14		20000 N. 57th Ave. H203	
1/29/14		20000 N 57th Ave, H204	408-476-6110
1/29/14		20000 N 57th Ave H206	909-967-6538
1/29/14		20000 N. 57th Ave H206	415-370-5214
1/29/14		20000 N. 57th Ave. H208	559-916-2012
11/29/14		20 000 N. 57th Ave H103	602-539-3396
1/29/14		20000 N. 57th Ave H310	818-794-2037
1/29/14	Melissa Cain	20000 N 57th Ave H304	307 760 0273

TO THE CITY OF GLENDALE – PROPOSED ZONING ORDINANCE CHANGE: ZON-13-04

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Date:	Signature:	Address:	Ph &email:
1-29-14		20000 N. 57th Ave Glendale, AZ 85308	602-300-3880
1-29-14		20000 N 57th Ave # K109 Glendale, AZ 85308	(435) 215-6076 ndakstader18@midwestern.edu
1-29-14	Allison Dakstader	20000 N 57th Ave #K109 Glendale, AZ 85308	(435) 773-5833 allisonthomas@gmail.com
1/29/14	Reena Kumar	20000 N. 57th Ave, #K110 Glendale AZ 85308	480-678-9725 rKumar64@midwestern.edu
1/29/14		20000 N 57th Ave, K105 Glendale AZ 85308	480-433-5537 dhamilton66@midwestern.edu
1/29/14		20000 N. 57th Ave. K102 Glendale, AZ 85308	916-300-9252 dmeyer87@midwestern.edu
1/29/14		20000 N. 57th Ave K103 Glendale AZ 85308	714-679-8957 LLUONG1216@gmail.com
1/29/14		20000 N 57th Ave K203 Glendale AZ 85308	714-588-1159 Snguyen1027@gmail.com

TO THE CITY OF GLENDALE – PROPOSED ZONING ORDINANCE CHANGE: ZON-13-04

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Date:	Signature:	Address:	Ph &email:
1/28/14		20000 N 57th Ave Apt K202	480-238-6562 jmmccut@gmail.com
1/28/14		20000 N. 57th Ave, K205	631-896-1276 matthewjacobs24@gmail.com
1/28/14		20000 N 57th Ave, K302	920-251-3022 litman4308@gmail.com
1/29/14		20000 N 57th Ave K205	678-315-7723 psiga195@midwestern.edu
1/29/14		20000 N 57th Ave K104	785-545-5726 nsteinhouse@
1/29/14		20000 N. 57th Ave K209	(626)429-9117 tchien@ midwestern.edu
1/29/14		20000 N 57th AVE K304	503 680 2536 BLien99@MIDWESTERN.EDU
1/29/14		20000 N 57th Ave K303	708 278 2981 [illegible]

TO THE CITY OF GLENDALE – PROPOSED ZONING ORDINANCE CHANGE: ZON-13-04

We, the undersigned hereby, through our signatures, protest any approval of the application filed by the Rose Law Group on behalf of its client, Becker Boards, which would amend the Palm Canyon Business Park PAD to allow for the construction of any Billboards on the NW corner of Bell Rd. and the 101 Freeway. For the record, we are also opposed to the granting of any application which would allow or provide for the construction of Billboards along the 101 from 51st Avenue down to north of Northern Ave. Most of these areas are residential and the Billboards, digital or static, are unsightly and will detract from the aesthetics of the impacted communities. This is our neighborhood and you should keep the Billboards down in the Westgate area where they belong. They do not belong in our back yards.

Date:	Signature:	Address:	Ph &email:
1/29/14	Cathryn Strowbridge	E102	480-352-9695
1/29/14		E105	951-640-9263
1/29/14		E105	951-237-1263
1/29/14		E110	602 672-3264
1/29/14		E203	ms419@midwestern.edu
01/29/14		E207	951-~~750~~ 370-0100
1/29/14		E209	nmehta51@midwestern.edu
1/29/14		E304	909 706 9021

TO THE CITY OF GLENDALE – PROPOSED ZONING ORDINANCE CHANGE: ZON-13-04

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Date:	Signature:	Address:	Ph &email:
1/29/14		MBU Bn. Housing	
1/30/14	Mary H. Hoang		
1/30/14	David Hannon		
1/30/14			
1/30/14			
1/30/14		50000 N 57th Ave #207	
1/30/14		550 N 99th #3010 Glendale AZ 85305	602-332-7963
1/30/14			
1/31/14			

TO THE CITY OF GLENDALE – PROPOSED ZONING ORDINANCE CHANGE: ZON-13-04

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20,000 N. 57th Ave
Glendale AZ, 85308.

Date:	Signature:	Address:	Ph &email:
1/29	S Khattak	Apt D105	(703) 853-8247 Shazia.khattak@gmail.com
1/29		Apt D106	kajoshi85@midwestern.edu
1/29		D104	rblackburn87@midwestern.edu
1/29		D102	KFerreira03@midwestern.edu
1/29		D108	dwadekobeandco@gmail.com
1/29		D208	TNguyen21@gmail.com
1/29		D207	Horge72@midwestern.edu
1/29		D301	crebarchik32@midwestern.edu

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Date:	Signature:	Address:	Ph &email:
1/29/14	Alisa Nelson	20000N 57th Ave D302	6363282427 anelson81@midwestern.edu

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Date:	Signature:	Address:	Ph &email:
30 Jan 14		20000 N 57th Ave RMC201 Glendale AZ 85308	503 713 3041
30 Jan 14		17500 N. 67TH AVE Glendale 85308	435-720-3079
30 Jan 14		6920 W. Morrow Dr. Glendale 85303	818-469-1300
1/30/14		7100 W. Grandview Rd apt 2033 85382	kcunningh44@midwest 1051-208-7442
1/30/14		20251 N. 75th Ave apt 2030 Glendale AZ 85308	jcanderson81@midwestern ed
1/30/14		19330 N. 79th Ave. Glendale, AZ 85308	984-293-1833 mgjonacki53@midwestern.edu
1/30/14			
1/30/14		20000 N 57th AVE C108	623-572-5771

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Date:	Signature:	Address:	Ph &email:
1/29/14		20000 N 57th Ave Apt. C208, 85308	(310) 318-0887 cbolai36@midwestern.e
1/29/14		10806 W Lone Cactus Dr.	443 6299 dszubert-51@midwe
1-30-14		4953 W. Mindy Lane	208-569-6013 [illegible]81@midwestern.
1/30/14		6233 W. BEHREND DR. # 2072	(509) 981-1123 rjmaynes@gmail.com
1/30/14	Evan Rickes	7701 W St John Rd #2216 85308	415 720 3415 erickes51@mid western. edu
1/30/14		6920 W. Morrow Dr	(585) 821-2173 mvigil3@midwest
1/30/14		7400 W Arrowhead Clubhouse #1075	(602) 989 1521 BRAD.DAVIS@ FIRMMAIL.
1/30/14	Allison Kelly	1813 E Friess Dr., 85022	(602) 881-6306 amkelly30 cox.net

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Date:	Signature:	Address:	Ph &ema l:
1/29/2014	[signature]	20000 N 57th Ave Rm L-204 Glendale, AZ 85308	623/537-6793 bmelcher05@midwestern.edu
1/29/2014	[signature]	20000 N 57th Ave Apt L201 Glendale, AZ 85308	209/431/2544 mandyxanda05@pacbell.net
1/29/2014	[signature]	20000 57th Ave Apt L201 Glendale, AZ 85308	623-537- VSzreder25@mwu.edu
1/29/2014	[signature]	20000 57th Ave Apt L308 Glendale, AZ 85308	817-372-7932 dtran68@midwestern.edu
1/29/2014	[signature]	20000 57th Ave Apt L307 Glendale, AZ 85308	617-970-6100 KSullivan4@midwestern.edu
1/29/2014	[signature]	20000 57th Ave Apt L309 Glendale, AZ 85308	Kharrell94@midwestern.edu 520-419-4904
1/29/2014	[signature]	20000 57th Ave Apt L310 Glendale, AZ 85308	gordon.amanda.25@gmail 801-597-8836
1/29/2014	[signature]	20000 57th Ave Apt L207 Glendale, AZ 85308	akruger43@midwestern.edu 513-341-0138

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Date:	Signature:	Address:	Ph &email:
1/29/14		20000 N. 57th Ave. B307 Glendale, AZ 85308	amemmott0607@gmail.co
1/29/14		20000 N. 57th Ave B307 Glendale, AZ 85308	greg.dgarner3@gmail.c
1/29/14		20000 N. 57th Ave B208 Glendale AZ 85308	mnguyen99@mwc
1/29/14		20000 N. 57th Ave B207 Glendale AZ 85308	shang91@midwestern.edu
1/29/14	Amber Hammock	"	amargarita2007@yahoo.com
1/29/14		206	slee41@midwestern.edu
1/29/14		20000 N 57th AVE B305 Glendale AZ 85308	
1/29/14		20000 N 57th Ave B305 Glendale AZ 85308	

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Date:	Signature:	Address:	Ph &email:
1/29/14		20000 N. 57th Ave B203 Glendale AZ 85308	knguyen25@midwestern.
01/29/14		20000 N. 57th Ave B304 Glendale, AZ 85308	Shuff79@midwestern.edu
1/29/14		20000 N. 57th Ave, B202, Glendale, AZ. 85308	K1746l@midwestern.edu
1/29/14		20000 N 57th Ave. B204 Glendale AZ 85308	JPavF92@midwestern.edu
1/29/14		20000 N 57th Ave B201 Glendale AZ 85308	pnguyen78@midwestern.edu
1/29/14		20000 N 57th Ave #B308 Glendale, AZ 85308	porage123@yahoo.com
1/29/14	PHehar	20000 N 57th Ave #B302 Glendale AZ 85308	phehar52@midwestern.edu
1/29/14	Rachel Kreland	20000 N. 57th Ave B301 Glendale AZ 85308	vkreeland79@midwestern.edu

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Date:	Signature:	Address:	Ph &email:
1/29/14	Seth Dallmann	5322 W Karen Dr, Glendale	sdallmann@midwestern.edu
1/29/14	Zach Segerman	5020 W Thunderbird Glendale AZ	zsegerman94@mid....
1/29/14	[signature]	20000 N 57th Ave Glendale AZ	aknight45@midwest.edu
1/29/14	[signature]	20000 N 59th Ave Glendale AZ	schanay@midwestern
1/29/14	[signature]	16422 N 66th Dr. Glendale AZ 85306	gjpham [illegible]
1/29/14	[signature]	20000 N 59th Ave Glendale AZ	lcinh27@midwestern.edu
1/29/14	[signature]	20000 N. 59th Ave Glendale, AZ	trgo27@midwestern.edu
1/29/14	[signature]	20000 N. 59th Ave. Glendale, AZ	ayim37@midwestern.edu
1/29/14	[signature]	5241 W Via Camille Glendale, AZ	ptoadams@gmail.com

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Date:	Signature:	Address:	Ph &email:
1/30/14	Terri Pauletich	13821 N. 43rd Avenue Phoenix, AZ 85053	(602) 626-8235 tpauletich@cox.net
1/30/14	Karen Owens	14602 N 49th Av #1058 Glendale AZ 85306	602-697-7482 kowens@midwestern.edu
1/30/14	Jamy Schmidt	18044 N. 63rd Ave. Glendale, AZ 85308	tschmi@midwestern.edu
1/30/14	Lisa Stanford	15401 N. Poppy St ~~Surprise~~ El Mirage, AZ 85335	lstanf@midwestern.edu
1/30/14	Stacia McBride	22834 N. 21st Way Phoenix 85024	(480) 699-7040 smcbri@midwestern.edu
1/30/14	Joleen Svboda	5816 N. 45th Dr. Glendale 85301	602-618-4130 JSVOBO@midwestern.edu
1/30/2014	Carol Davis	18190 N. 58th Ln Glendale AZ 85308	602 439-8083 c.davis@cox.net
1/30/2014	Jeff McKelvey	19413 N 61st Drive Glendale, AZ 85308	623-566-3526 jimmckelvey@cox.net

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Date:	Signature:	Address:	Ph &em ail:
1/30/14	Marianne Couch	7149W Saddlehorn Rd Peoria AZ	623-572-3878
1/30/14	Karen Fay	PO Box 10838 Glendale AZ 85318 17458 N. 70th Drive Glendale AZ	623-572-3877
1/30/14	Carolyn Jenkins	P.O. Box 787, Peoria, AZ 85380	623 572-3954
1/30/14	Christine Garcia	8515 N. 52nd Ave., Glendale, AZ 85302	623-572-3954
1/30/14	W. L. Ley	7008 E. Gold Dust Ave Scottsdale AZ 85253	623-572-3[illegible]
1/30/14	[illegible]	9225 N. 71st Ave Glendale Az 85308	623-210-6491
1/30/14	Brian Purdy	5928 W. Hedgehog Place Phx, AZ 85083	602-697-3812
1/30/14	Carol Vant	7983 W. Fetlock Trl Peoria Az 85383	602/410-1027

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Date:	Signature:	Address:	Ph &email:
1.29.14		5291 W Pontiac Dr. Glendale, AZ 85308	435 2660. 0847
1-29-14		2034 E. Ave Libre Ave Phoenix AZ 85022	602-354-3381
1/30	Lacy Wood	13402 N 16th Place Phoenix, AZ 85022	541-420-6782
30 Jan			
1/30/14		17500 N 67th Ave 1099 Glendale, AZ 8530	32049 6648
1/30/14		6234 W Behrend Dr #1090 Glendale AZ 85308	~~[illegible]~~ Sirisaleeh@gmail.com
1/30/14		16020th 48th drive Glendale az 85306	
1/30/14		20000 N. 57th Ave Apt A207 Glendale, AZ 85308	

TO THE CITY OF GLENDALE – PROPOSED ZONING ORDINANCE CHANGE: ZON-13-04

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Date:	Signature:	Address:	Ph &email:
1/29/14	Kimberly Garcia	7401 W. Arrowhead Clubhouse Dr #1088 Glendale, AZ	(530)613-1607
1/29/14		5901 W. BEHREND DR, APT 3095, GLENDALE, AZ 85308	626 616-3249
1/29/14	Kaila Pomerantz	7400 W. Arrowhead Clubhouse Dr. #2049 Glendale, AZ	515-771-3879
1/29/14		5901 W. Behrend Dr. apt 2100, Glendale AZ 85308	(505)301-3157
1/29/14	Terry K. Rinder	27503 N. 63rd Dr. Phoenix, AZ 85083	(602) 502-1072
1/29/14	Katie Lowe	11136 W. Laurelwood Ln Avondale, Az 85392	(623) 877-2184
1/30/14	Natalie Bailey	6233 W Behrend Drive Glendale AZ 85308	425 314 3869
1/30/14	Jonathan Ramirez	5959 W. Utopia Rd #2057 Glendale 85308	310-990-6352

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Date:	Signature:	Address:	Ph &email:
1/30		5959 W Greenway Rd Glendale, AZ 85306	
1/30		6355 W Pontiac Dr Glendale, AZ 85306	[illegible]
1/30		2815 N. Northview Pkwy Phoenix, AZ 85085	
1/30		7000 N 57th Dr #106 Glendale, AZ 85303	[illegible]
1/30		15050 59th ave	JCh.21@midwest.edu
1/30		4444 E. PRDS V/G PKWY N. APT 251 85032	NT85@NAU.edu
1/30		11776 W Hopi St Avondale 85323	mo'ode21@midwest.edu

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Date:	Signature:	Address:	Ph &email:
1/29/14	Nicole Jacobson	6233 W. Behrend Dr. Apt 3003 Glendale AZ, 85308	602-395-2619 njacobson95@midwestern.edu
1/29/14		13113 N. 87th Dr. Peoria, AZ 85381	716-380-1515 Knees48@midwestern.edu
01.29.2014		8150 N. 61st Ave Apt. 2096 Glendale, AZ 85302	(775). 443. 6065 bmoreland15@midwestern.edu
1/29/2014		4034 W Avenida del Sol Glendale, AZ 85310	(944) 274-6818 jmcarthur58@midwestern.edu
1-29-14	Stacey L. Kegg	15010 N 59th Ave Glendale, AZ 85306	(510) 376-2971 Skegg33@midwestern.edu
1-29-14		7100 W. Grandview Rd. #2140 Glendale, AZ 85382	(414) 264-1409 eanderson92@midwestern.edu

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Date:	Signature:	Address:	Ph &email:
1/29/14	Julia Olson	7701 W. Saint John rd. Glendale AZ, 85308	JOlson95@Midwestern.edu
1/29/14	Richard Hay	20000 N 57th Ave RMH201 Glendale, AZ, 85308	rhaymh73@midwestern.edu
1/29/14	Kristin Martin	9249 W. Clara Lane Peoria, AZ 85382	kpartin78@midwestern.edu.
1/29/14	Chanohano Hong	17500 N. 67th Ave Apt 2068 Glendale AZ 85308	chanohano-hong24@midwestern edu
1/29/14	Sabrina Pradhan	7401 W Arrowhead Clubhouse Dr #2073 Glendale AZ 85308	Spradhan95@midwestern.edu
1-29-14	Nicole Poole	25357 E. Wagoner Rd, Flx, AZ 85032	npoole92@....

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Date:	Signature:	Address:	Ph &email:
1.29.14	Ashley Dochney	20000 N. 57th Ave Glendale AZ	205 260 2464 ashleydochney24@midwestern.
1.29.14	Deborah Godlin	6234 W. Behrend. Glendale	(76) 717 6584 [illegible]
1.29.14	[signature]	" "	815-494-4000
1/30/14	[signature]	20000 N 57th Ave 7202 Glendale	6235376731 oshill76@midwestern.e
1/29/14	Kimberly Jones	20000 N. 57th AVE	8582329335 kjones14@midwestern
1/29/14	[signature]	20000 N-57th Ave	570-447-2039 ppatel21@mid west ed
1/29/14	[signature]	" "	(562) 743-9964 ppatel72@mid westerr el

TO THE CITY OF GLENDALE – PROPOSED ZONING ORDINANCE CHANGE: ZON-13-04

We, the undersigned hereby, through our signatures, protest any approval of the application filed by the Rose Law Group on behalf of its client, Becker Boards, which would amend the Palm Canyon Business Park PAD to allow for the construction of any Billboards on the NW corner of Bell Rd. and the 101 Freeway. For the record, we are also opposed to the granting of any application which would allow or provide for the construction of Billboards along the 101 from 51st Avenue down to north of Northern Ave. Most of these areas are residential and the Billboards, digital or static, are unsightly and will detract from the aesthetics of the impacted communities. This is our neighborhood and you should keep the Billboards down in the Westgate area where they belong. They do not belong in our back yards.

Date:	Signature:	Address:	Ph &email:
1/29/14		20990 N. 81st Ln Peoria, AZ 85382	602-320-0758
1/29/14		16428 W. Banff Ln Surprise AZ 85379	623-572-3287
1/29/14		14885 W. Columbine Drive Surprise AZ 85379	
1/29/14		5901 W. Behrend Dr. Apt #104 Glendale AZ 85308	623-512-0626
1/29/14		6233 W Behrend Dr Glendale, AZ 85308	602-354-5000
1/29/14		7400 W. Arrowhead Clubhouse Dr. Apt 1075 Glendale, AZ 85308	5202374879 (480) 993-5299

TO THE CITY OF GLENDALE – PROPOSED ZONING ORDINANCE CHANGE: ZON-13-04

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Date:	Signature:	Address:	Ph &e:mail:
1-29-14	Dan O'Brien	7136 W Morrow Dr, Glendale	dobrien93@midwestern. 201-471-9366
1-29-14		20,000 N. 57th Ave. J107	MFARHA85@MIDWESTE 817.372.4053 EC
1/29/14		3952 W. 143rd Ln, Goodyear 85395	jena.burda@gmail.co 623-606-1992
1/29/14		1952 W Busom Pl, Phoenix, AZ 85023	mklinghorn63@midwestern.edu (208) 312-4693
1/29/14		20246 N 80th Ln Peoria Az 85382	bprice27@midwestern.edu 970 581 8695
1/29/14		1600 W Arizona Ave Chandler, AZ 85225	806-928-5488 cwilkes81@midwestern.edu
1/29/14		4531 E. Hampton Ave Mesa, AZ 85206	208-360-3185 bassaolsen@gmail.com

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Date:	Signature:	Address:	Ph &email:
1/24/14	[signature]	67th Ave + Bell	
1/28/14	[signature]	W. St. John Rd Glendale, AZ	
1/28/14	[signature]	Beardsley Rd. Glendale, AZ	
1/28/14	[signature]	59th + cit[illegible]	
1/29/14	[signature]	59th Ave + Utopia	
1/29/14	William B. Finch	59th Ave + Utopia	
1/29/14	[signature]	8061 W. Via Del Sol Peoria, AZ 85383	

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Date:	Signature:	Address:	Ph &email:
1-29-14	[signature]	7916 W. MONTGOMERY RD. PEORIA, AZ 85383	623-572-3357 ssesle@midwestern.edu
1-29-14	[signature]	122 W. Kings Ave Phoenix, AZ 85023	623-572-3244 lwalter@m.dwestern.edu

TO THE CITY OF GLENDALE – PROPOSED ZONING ORDINANCE CHANGE: ZON-13-04

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Date:	Signature:	Address:	Ph &email:
1/29/14	J Pearl (Jeffrey Pearl)	19555 59th Avenue Glendale	JPearl@Midwestern.edu 602-799-0342
1/29/14	[signature]	" " "	"
1/29/14	Jane E Meyer MD	" " "	jmeyer@Midwestern.edu 623-572-3640
1/29/14	[signature]	" "	jhash@midwestern.edu 623-572-3611

TO THE CITY OF GLENDALE – PROPOSED ZONING ORDINANCE CHANGE: ZON-13-04

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Date:	Signature:	Address:	Ph &email:
29 Jan 2014		20588 N 268 Dr. Buckeye Az 85396	780-220-7998
29 Jan 2014		21546 N 59th Ln Glendale AZ 85308	509 863-7529

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Date:	Signature:	Address:	Ph & email:
1/29/14	Stacy Padilla	610 S. Rowen St Mesa, AZ 85208	(480) 751-7540 spadilla98@midwestern.edu
1/29/14	Rachel Scaul	2747 S Brooks Mesa AZ 85202	480-252-4612 rscaulan78@midwestern.edu

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Date:	Signature:	Address:	Ph & e-mail:
1/29/14	Cynthia	4529 E. Beck Lane Phx, AZ 85032	602-758-5655 ctoy36@midwestern.edu
1/29/14		3351 W Shangri La Rd, Phx AZ 85029	6023675917 starsgazersisters@gmail.com
1/29/14	Kelsey Lombard	17930 N Diana Ave, Surprise, AZ 85355	6157714787 k.lombard48@midwestern.edu
1/29/14		20250 N 67th Ave, glendale 85308	480-510-2581 Jhillman12@midwestern.edu
1/29/14		4101 W Union Hills #2067 85308	818 653 3396 mlee72@midwestern.edu
1/29/14		20000 N. 57th Ave, Apt B305 85308	714-660-3157 kgriang92@midwestern.edu
1/29/14		20000 N 57th AVE 85308	949-768-9500 SLEONG9C@MIDWESTERN.EDU

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Date:	Signature:	Address:	Ph &email:
1-29-14	Bea White	5154 W. Wescott Dr Glen. AZ 85308	623 363-3779 blw5154@msn.com
1-29-14	Krista Ross	1122 E. Cochise Dr, ~~Glen.~~ PHX AZ 85020	623-521-7424 kro55x@Midwestern edu
1/29/14	Laura L Lewis	11131 N. 77 Ave. Peoria Az 85345	623-693-4706 lewis4az@cox.net
1/29/14	Kristin Wanner	7217 W. Mohawk LN Glendale AZ	480. 245.8502 mooneg17@aol.com

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Date:	Signature:	Address:	Ph & email:
	Austin S Bair	7400 w Arrowhead Clubhouse Dr.	ajlabanc@gmail.com 801-815-4110
	Jim Wilkerson	17500 N. 67th AVE #2091	jrswilf@gmail.com 916-837-3439
		5901 W. Behrend Dr. #1051	dszink39@midwestern.edu 623-760-7545
		23610 N 58th Dr	allen.heath@gmail.com 5094704702
1/29/14		12906 W Cheery Lynn Rd, Avondale, AZ 85392	Original-c@yahoo.com 602-819-7432

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Date:	Signature:	Address:	Ph & e mail:
1/29	Jaclyn Johnsen	17722 N 79th Ave Glendale, AZ 85308	309-235-2269 jjohnsan93@midwestern.edu
1/29	Elyce Murray	1802 W Maryland Ave #1042 Phoenix, AZ 85015	(541) 310-7421 emurray@midwestern.edu
1/29		20000 N 57th Avenue Glendale AZ 85308	714-417-2695 mton-mw75@midwestern.edu
1/29		5767 E. Canyon Springs Dr Cave Creek AZ 85331	(480) 748-3932 awooten28@midwestern.edu

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Date:	Signature:	Address:	Ph &email:
1/29/14	Lindsay Parbecchi	8823 W. Aster Dr, Peoria, AZ 85381	(602-295-1470 Lparbecchi99@midwestern.edu
1/29/14	Sarah Martin	20250 N 67th Ave Apt 1122 Glendale, AZ 85308	520-270-5578 smartins63@mdwestern.edu
1/29/14	Degree Williams	5924 W. Park View Ln. Glendale, AZ 85310	(801)499-2459 dwilliams94@midwestern.edu

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TO THE CITY OF GLENDALE – PROPOSED ZONING ORDINANCE CHANGE: ZON-13-04

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Date:	Signature:	Address:	Ph &email:
1/29/14		20000 N. 57th Ave. J210	(310) 721-5552
1/29/14		20000 N 57th Ave J209	(847) 208-5800
1/29/14		20000 N. 57th Avenue J208	(909) 374-1632
1/29/14		" " #J101	(801) 755-5066
1/29/14		9249 W. Clara Lane, Peoria, AZ	(360) 292-9887
1/29/14		20,000 N 57th Ave Glendale AZ	920-217-6716
1/29/14		20000 N. 57th Ave, Glendale AZ	(408) 836-2803

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Date:	Signature:	Address:	Ph &email:
		19931 N. 69th Ave	ashen79@midwestern.edu
	Megan Pierick	15056 N. 59th Ave	mpierick6@midwestern.edu
		19931 N. 67TH AVE	SSorge@midwestern.edu

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Date:	Signature:	Address:	Ph & email:
1/29/14	[signature]	6307 W Kings Ave Glendale AZ 85306	469 226 2035 bl.stroud@hotmail.com
1/29/14	Craig Batty	7701 W. St. John Rd #2051	623-252-3238 cbatty28@midwestern.edu
1/29/14	Eric Hoff	3301 W. Mohawk Ln, Phx 85027	602-616-6311 ehoffm@midwestern.edu

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Date:	Signature:	Address:	Ph &email:
1/29/14	[signature]	17500 N 67th Ave, Apt 2042	913 636 7059
1/29/14	[signature]	20025 n. 20th Street Unit #113	801.400.4631
1/29/14	[signature]	8162 W Marco Polo Rd Peoria AZ 85382	8018091666

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Date:	Signature:	Address:	Ph &email:
1/29/14	Evie Huynh	20000 N. 57th Ave. RMH201 Glendale, AZ 85308	ehuynh19@midwestern.edu.

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Date:	Signature:	Address:	Ph &email:
1/30/14		5425 W WAHALA LN	FT3JUNK@GMAIL.COM
1/30/14		20251 N 75TH AV	LOUDMUTE01@YAHOO.COM

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Date:	Signature:	Address:	Ph &email:
1/29/14	Cady Hubbard	22125 N. 29th Ave. Phoenix	crouzee2huskers.unl.edu
1/29/14	Jason Tran	17722 W. 79th Ave #2183 Glendale, AZ 85308	JTRAN91@midwestern.edu
1/29/14	Sasha Cuesy	4230 N 81st St Scottsdale 8251	Shuesary64@asu.edu

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Date:	Signature:	Address:	Ph &email:
1/29/14		19555 North 57th Drive Avenue, Glendale, AZ 85308	
1-29-14		"	
1/29		"	
1/29/14		"	
1/29/14		"	

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Date:	Signature:	Address:	Ph &email:
1/29/14		6233 W Behrend Dr	501-929-3009
1/29/14		6233 W Behrend Dr	847 533-7714

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Date:	Signature:	Address:	Ph & e mail:
1/29/14		56 W Wilshire Dr 85003	4/332 2421 MZeleuke1@msn.ed
1/29/14	Mary Ann Lopez	20251 N 75th Ave #3019 85308	775.338.9159 mary07r@gmail.c
1/29/14		2220 E Beardsley 3024 85024	480 244 1031 mvelhri3@gmail.com

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Date:	Signature:	Address:	Ph & email:
1/29/14	[signature]		cmeiran32@midwestern.edu
1/29/14	Joseph Repta	4054 W. Grandview Rd. Phoenix AZ 85053	602-402-4579 jrepta59@midwestern.edu

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Date:	Signature:	Address:	Ph &email:
1/30/14		6233 West Behrend Dr. Apt 2027 Glendale, AZ 85308	sbutler19@midwestern.edu
1/30/14		7701 W. St. John Rd Glendale, AZ 85308	Kcotangco51@midwestern.e
1/30/14		5901 W BEHREND DR. GLENDALE, AZ 85308	tbelnap49@midwestern.e
1/30/14		20,000 N 57th Ave Glendale, AZ 85308	mmiyaloma126@gmail.com
1/30/14		10407 N 52nd Ave Glendale, AZ 85302	alainajane21@gmail.co

TO THE CITY OF GLENDALE – PROPOSED ZONING ORDINANCE CHANGE: ZON-13-04

We, the undersigned hereby, through our signatures, protest any approval of the application filed by the Rose Law Group on behalf of its client, Becker Boards, which would amend the Palm Canyon Business Park PAD to allow for the construction of any Billboards on the N'W corner of Bell Rd. and the 101 Freeway. For the record, we are also opposed to the granting of any application which would allow or provide for the construction of Billboards along the 101 from 51st Avenue down to north of Northern Ave. Most of these areas are residential and the Billboards, digital or static, are unsightly and will detract from the aesthetics of the impacted communities. This is our neighborhood and you should keep the Billboards down in the Westgate area where they belong. They do not belong in our back yards.

Date:	Signature:	Address:	Ph &email:
1/29/14		15818 N. 25TH St #112 Phx 85032	480-295-6741 CTOURNEY84@ MIDWESTERN E.
1/29/14		9972 E. Mission Ln. Scottsdale, AZ 85258	602-tcoffey19@midwestern.edu

TO THE CITY OF GLENDALE – PROPOSED ZONING ORDINANCE CHANGE: ZON-13-04

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Date:	Signature:	Address:	Ph &email:
1/29/14	Meissa Schiffer	20000 N 57th AVE, Glendale AZ 85308	meissa.m.schiffer@gmail.
1/29/14	Madiha Tehseen	5959 W. Utopia Rd Glendale AZ 85308	madiha.tehseen@gmail com
1/29/14	Elizabeth Ledezma	20000 N. 57th Avenue, Glendale AZ 85308	e.ledezma09@yahoo com

TO THE CITY OF GLENDALE – PROPOSED ZONING ORDINANCE CHANGE: ZON-13-04

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Date:	Signature:	Address:	Ph &email:
01/29/14	Shan Malhotra	5901 W Bernard Drive Glendale, AZ	Smalhotra61@gmail.com
1/29/14.	Jessie Lai	20000 N. 57th Ave.	Jlai81@midwestern.edu.
1/29/14	Jessica Gale	20000 N 57th Ave	jgale16@midwestern.edu

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Date:	Signature:	Address:	Ph & email:
1/30/14	[signature]	9249 N. 47th Dr., Glendale, AZ 85302	cschen@midwestern.edu
1/30/14	Melinda Dawson	15328 W. Monterey Ln Surprise Az	mdawso@midwestern.edu 623-572-3469
1/30/14	Virginia Bell	19412 N. 61st Lane, Glendale, AZ 85308	vbellx@midwestern.edu
1/30/14	Bob Norris	9530 W. WILLOWBROOK SUN CITY	[redacted] 85373
1/30/14	[signature]	1818 W. ACOMA DR., PHOENIX, AZ 85023	[redacted] CWOLTH@MIDWESTERN.EDU
1/30/14	[signature]	8558 W. CLARA LN. PEORIA, AZ 85382	tjohns@midwestern.edu

TO THE CITY OF GLENDALE – PROPOSED ZONING ORDINANCE CHANGE: ZON-13-04

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Date:	Signature:	Address:	Ph &email:
1/29		20000 N 57th Ave	gbehling@gmail.com
1/29		15341 N. 83 Ave	dmiles@gmail.com
1/29		6234 W. Behrend Dr. 3087	peterson.spencer@gmail.com
1/29		4224 W. Michelle Dr	pplourd.64@midwestern.edu
1/29		20000 N 57th Avenue	hook98@midwestern.edu
1/29		20000 N. 57th Ave	vleonhard26@midwestern.edu
1/29		2000 N 57TH Ave	sturmond@yahoo.com
1/29	April Bills	20000 N 57TH Ave	602 481 4090 abills33@midwestern.edu
1/29		20,000 N. 57th Ave	seasterly28@midwestern.edu
1/29		19555 N 59th Av	royal+67@hotmail.com

TO THE CITY OF GLENDALE – PROPOSED ZONING ORDINANCE CHANGE: ZON-13-04

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Date:	Signature:	Address:	Ph & email:
1/29/2014		20000 N 57th Ave Apt L208 Glendale, AZ 85308	619.929.9225 Omuh57@midwestern.edu
1/29/2014		20000 N 57th Ave Apt L209 Glendale, AZ 85308	503.910.3139 arobinson74@midwestern.e
1/29/2014		20000 N 57th Ave Apt L110 Glendale, AZ 85308	623 628 3912 mtjang22@midwestern.edu
1/29/2014		20000 N 57th Ave Apt L106 Glendale, AZ 85308	951-275-7385 nkhan63@midwesteven.edu
1/29/2014		20000 N 57th Ave Apt L104 Glendale, AZ 85308	714-829-9242 nli24@midwestern.edu
1/29/2014		20000 N 57th Ave Apt L102 Glendale, AZ 85308	435-881-6097 Sarahgracallred@gmail.com
1/29/2014		20000 N 57th Ave Apt ____ Glendale, AZ 85308	
1/29/2014		20000 N 57th Ave Apt ____ Glendale, AZ 85308	

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Date:	Signature:	Address:	Ph &email:
1-29-14	[signature]	13018 N 60th St Scottsdale, AZ	623-572-3321 rkasin@midwestern.edu
1/29/14	Judith DeLaune - [signature]	7215 W. Abraham Ln, Glendale, AZ 85308	623-276-6020 JdeLor@midwestern.edu
1-29-14	James D. Cole, DO.	33646 N. 78th Place Scottsdale, Az 85266	480-473-1135 JCOLEX@COX.NET
1-29-14	Kathy Gibson	6133 W. Saguaro Park Glendale, Az 85310	623-694-9459
1-29-14	Sandra Mazur	6124 W. Julie Dr. Glendale, AZ 85308	smazur@midwestern.edu
1-29-14	Karen Hayes	19719 N. 55th Avenue Glendale AZ 85308	
1-29-14	Bonnie Wheeler	20990 N. 81st Ln, Glendale, A Peoria. AZ 85382	
1-29-14	Kendall Kibrah	5934 W. Sack Dr. Glendale AZ 85301	Kibrah@midwestern.edu

TO THE CITY OF GLENDALE – PROPOSED ZONING ORDINANCE CHANGE: ZON-13-04

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Date:	Signature:	Address:	Ph &email:
1-29-14		20000 N. 57th Ave #E 303	623 486 2 Joh 21155@
1/29/14		20000 N. 57th Ave E 305	melpa asream@ yahoo
1/29/14		20000 N. 57th Ave E307	sophia1230@sbcglobal.net
1/29/14		20000 N 57th Ave E310	lboldUC24@ midwestern edu
01-29-14		E101	mtolmach39@midwestern.e

TO THE CITY OF GLENDALE – PROPOSED ZONING ORDINANCE CHANGE: ZON-13-04

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Date:	Signature:	Address:	Ph &email:
1/30/14	[signature]	8335 w Draytus dr peoria Az 85381	
1/30/14	[signature]	6190 w Wikieup ln Glendale AZ 85302	
1/30/14	[signature]	5959 W. Utopia Rd Glendale, AZ 85308	
1/30/14	[signature]	4933 W Libby St Glendale, AZ	

TO THE CITY OF GLENDALE – PROPOSED ZONING ORDINANCE CHANGE: ZON-13-04

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Date:	Signature:	Address:	Ph &email:
11-27-2013	[signature]	10633 N 7th Place Phoenix 85020	lgreco@midwestern.edu 602-944-4180
11-27-13	Mindy Comitor	8402 W. MaryAnn Dr. Peoria 85382.	MComit@midwestern 623-572-3414
11-27-13	Elizabeth Jackman	7386 West Topeka Drive Glendale 85308	ejackm@midw 602-920-0234
12-2-13	Saxon Rossetti	18050 W. Thunderhill Pl. Goodyear 85338	srdous@midwestern. 630-327-8335

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TO THE CITY OF GLENDALE – PROPOSED ZONING ORDINANCE CHANGE: ZON-13-04

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Date:	Signature:	Address:	Ph &email:
1-29-14		MWU Housing	
1/29/14	Rachel Ass	MWU Housing	
1/29/14		MWU Housing	
1/29/14		MWU Housing	
1/29/14	E. Sachtleben	MWU Housing	

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Date	Name – Printed	Address	Signature
2-1-2014	Connie Bittl	18422 N. 78th Dr.	Connie Bittl

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Date	Name – Printed	Address	Signature
	Kendall L. Martin	17928 N. 75th Dr. Glendale AZ 85308	
	Deborah J. Martin		

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Date	Name – Printed	Address	Signature
2/3/2014	Rosa E. Wanamaker	18206 N 75th Ave	Rosa E. Wanamaker
2/3/2014	Jim Wanamaker	18206 N. 75th Ave	
2/3/2014	Paul Wanamaker	18206 N 75th Ave	

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Date	Name – Printed	Address	Signature
2-3-14	Eileen Price	18216 N 75th Ave Glendale, AZ 85308	Eileen Price

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Date	Name – Printed	Address	Signature
02/03/2014	CAROL J. NETWIG	18236 N. 75th AVE. GLENDALE, AZ 85308	Carol J. Netwig

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Date	Name – Printed	Address	Signature
2/1/14	William Brown	7604 W. Michigan	

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Date	Name – Printed	Address	Signature
1/21/14	Bonnie Weiss	17441 N 84th Dr. Peoria, AZ 85382	Bonnie Weiss

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Date	Name – Printed	Address	Signature
1-10-14	Jerry L. Weiss	17441 N. 54th Dr. Peoria, AZ 85382	
1-14-14	Debbie Owen	8943 W. Quail Ave. Peoria, AZ 85382	
1-14-14	Robin Heil	21442 N. Arrowhead Loop	
1-14-14	Ane Lauvao	7239 W. Aurora Dr.	

TO THE CITY OF GLENDALE – PROPOSED ZONING ORDINANCE CHANGE: ZON-13-04

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Date 7/15/2013

Name – Printed Melissa Drake

Address 18235 N. 75th Dr. ~~W. Bluefield Ave~~, Glendale, AZ 85308

Signature Melissa Drake

Mr. Jon Froke
Glendale Planning Director
Planning & Zoning Department
5850 W. Glendale Ave
Glendale, Arizona 85301

May 26, 2015

MAY 2 8 2015

RE: ZON 15-03 – Becker Boards Large, LLC Application

Dear Mr. Froke:

Attached hereto are 309 signatures of people who have said that they don't ever want billboards approved for Bell & the 101. The language on the petitions specifically states:

> **"For the record, we are also opposed to the granting of any application which would allow or provide for the construction of Billboards along the 101 from 51st Avenue down to north of Northern Ave. Most of these areas are residential and the Billboards, digital or static, are unsightly and will detract from the aesthetics of the impacted communities."**

The voices of those people who signed those Petitions the first go round with Mark Becker under ZON13-04 need to be heard, loud and clear when considering his new Application under ZON15-03. The Petitions are clear: NO BILLBOARDS between 51st Ave. & Bell Rd., which is the north loop of the 101, as already provided for in the Billboard Ordinance. Would you please make sure that the attached signatures are included in the Commissioner's packets regarding the ZON15-03 pending application.

It doesn't matter if the Billboards are 6 stories or 8 stories high, or whether there is "new information," the people have made it clear they do not want billboards along our section of the 101, just like Phoenix doesn't want billboards along its section of the 101 up to 51st Avenue.

Even the Glendale City Zoning website says:

Digital Billboards Amendment [ZTA11-01]:

"A new section [amendment] for digital billboards will prevent placement on small sites which could negatively impact neighboring areas and property values." *www.glendaleaz.com/planning/zoning*

This website also comments:

- "Digital Billboards continue to be prohibited in all other areas of the city. This includes a prohibition along the north Loop 101 between Bell Road and 51st Avenue"

This issue involves more than just Glendale residents. Whatever Glendale does is going to have a far reaching affect and message to its residents as well as our neighbors. Residents from neighboring Sun City, Peoria, Surprise and the entire West Valley travel the Loop 101 to get to various destinations. The West Valley residents with their signatures have already sent a strong message to the City of Glendale Zoning Commission and Glendale City Council; they have already spoken loud and clear to Mr. Becker -- NO BILLBOARDS - we do not want your visual blight along the 101 Freeway, whether at Bell Rd or any place else.

It is respectfully requested that you please tell Mr. Becker, again, to go to his backyard in Scottsdale/Paradise Valley and fight to convince them to approve his "great" plan for billboards along the freeway. Leave Glendale alone – we have already said NO. I URGE YOU TO SAY NO AGAIN.

Connie Kiser
7644 W. Michigan
Glendale, AZ 85308
602 439-4466
conkiser@msn.com

Connie Kiser

TO THE CITY OF GLENDALE – PROPOSED ZONING ORDINANCE CHANGE: ZON-13-04

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Date:	Signature:	Address:	Ph &email:
11/4/13		20100 N 76th Ave Glendale, Az	(602)796-4292
11/4/13	Thomas Nugent	7609 W. Escuda	623 594 6076
11-6-13	Pamela Bradfield	19624 N. 78th Ave 85308	623 572-2825
11/6/13	Larry Macchione	19624 North 78th Ave. 85308	623 572-2825 pjbradfield@cox.net
11/6/13	Nancy Taylor	7842 W. Kerry Lane 85308	ntaylor426@yahoo
11/6/13	Sam I. Taylor	7842 W. Kerry Lane 85308	ntaylor426@yahoo
11-6-13		7582 W. Menadota Dr. 85308	pl696@Cox.Net
11/6/13		7585 W. Menadota dr. 85308	twosyrjes@cox.net

GLENDALE – PROPOSED ZONING ORDINANCE CHANGE: ZON-13-04

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Date:	Signature:	Address:	Ph &email:
11/6/13	Joseph J Shinske Jr	7585 W. MENADOTA Dr.	623-561-8667
11/6/13		7633 W. Escuda Dr.	623-362-3399
11-6-13		7641 W. ESCUDA DR	602-810-1771
6 NOV 13		19969 N 76TH AVE	623-910-5545
11/6/13		19900 N. 76th AVE	623-561-1476
11/6/13	Carol Larson	19808 N. 76th Ave	317-373-5557
11/6/13		19274 N. 79th Dr	6239860661
11/6/13	Lucy Rosendo	19220 N 79th Dr	6235721209

Copies

TO THE CITY OF GLENDALE – PROPOSED ZONING ORDINANCE CHANGE: ZON-13-04

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We, the undersigned hereby, through our signatures, protest any approval of the application filed by the Rose Law Group on behalf of its client, Becker Boards, which would amend the Palm Canyon Business Park PAD to allow for the construction of any Billboards on the NW corner of Bell Rd. and the 101 Freeway. For the record, we are also opposed to the granting of any application which would allow or provide for the construction of Billboards along the 101 from 51st Avenue down to north of Northern Ave. Most of these areas are residential and the Billboards, digital or static, are unsightly and will detract from the aesthetics of the impacted communities. This is our neighborhood and you should keep the Billboards down in the Westgate area where they belong. They do not belong in our back yards.

Date: 2013	Signature:	Address:	Ph &email:
11/4/13	Sueellen Brady-Nugent	7609 W Escuda Glendale, AZ 85308	623-594-6026 sbnuge@gmail.com
11/4/13	M. Chandanyan	20000 N. 76th AVE GLENDALE AZ 85308	
11/4/13	M. Ruiz	19924 N. 76th Ave Gladaze AZ 85308	
11/4/13	Ed Luby	19918 N 76th Ave GLENDALE AZ 85308	
11/4/13	Mike Michelsen	19813 N. 76TH AVE Glendale, AZ 85308	
11/4/13		19813 N. 76th Ave Glendale, Az 85308	BLESSEDINAZ@
11/4/13		19817 N 76TH AVE GLENDALE AZ 85308	
11-4-13		19909 N 76th Ave Glendale Az 85308	

Oppose

20

PETITION OPPOSING DIGITAL ELECTRONIC BILLBOARD SIGNS

We, the undersigned residents of Glendale, Arizona hereby oppose the Installation and/or placing of Digital Electronic Billboard Signs in the City of Glendale or along Arizona 101 except as already approved for the Entertainment District at the Sports Complex. We urge the City Council of Glendale to oppose any change to the city ordinance adopted by the City Council on June 26, 2012 concerning the placement of such signs. We feel the signs are a safety hazard and unsightly and reduce property values.

Name	Address	Date
1. [illegible] (OPPOSE)	7867-W. Adobe Dr., Glendale, AZ.	3/19/2013
2. Ted Bowes	19184 N. 78th GLENDALE	3/19/13
3. [illegible]	7724 W TOPOKA DR GLENDALE	3/19/13
4. JASON F. MALLETTE	7854 W ORAIBI DR.	19 MAR 2013

PETITION OPPOSING DIGITAL ELECTRONIC BILLBOARD SIGNS (PAGE 2)

	Name		Address	Date
5.	Barry Ruggles	Barry Ruggles	19115 N 78 Lane Glendale AZ	3/19/13
6.	Lois Ruggles	Lois Ruggles	19115 N 78TH LN, GLENDALE AZ	3/19/201
7.	Melinda A Evans	Melinda Evans	19416 N. 78th Ave, Glendale, AZ 85308	3-19-13
8.	Mary Mock daughters thoughts accounting	Mary Mock	7519 W. Taro Ln Glendale AZ 85308	3-19-13
9.	DAVID Thomas	David Thomas	19610 N 78 Lan Glendale	85308 3-19-13
10.	Dam L Tay Lor	Dam L Taylor	7842 W. Kerry Lane	85308 3-19-13
11.	Tom Nugent		7609 W Encanto Dr	85308 3-19-13
12.				
13.				
14.				

Date:	Signature	Address	E-mail
12/10/2013	Sheryl Miller	6672 W Aurora DR	creke.az@cox.net
12/10/2013	[illegible]	6677 W. Aurora Drive	
12/10/2013	Rose Flynn	6681 W. Aurora Dr	Rose_Flynn@cox.net

PETITION OPPOSING DIGITAL ELECTRONIC BILLBOARD SIGNS

We, the undersigned residents of Glendale, Arizona hereby oppose the installation and/or placing of Digital Electronic Billboard Signs in the City of Glendale or along Arizona 101 except as already approved for the Entertainment District at the Sports Complex. We urge the City Council of Glendale to oppose any change to the city ordinance adopted by the City Council on June 26, 2012 concerning the placement of such signs. We feel the signs are a safety hazard and unsightly and reduce property values.

Name	Address	Date
1. Gail Hildebrant	7615 W Julie Dr Glendale	3/19/13
2. Cathy Chandler	7752 W. Julie Dr. Glendale AZ 85308	3/19/13
3. Randy E. Fairchild	7631 W Tonto dr Glendale 85303	3-19-13
4. Karen Bowes	19184 N. 78TH Ave Glendale 85308	3-19-13
5. Scott Stolen	19969 N 76TH Ave GLENDALE	3-19-13
6. [illegible]	7123 W. Escuda Rd Glendale	85305
7. Jim Perkins	7723 W. ESCUDA ESDE	3/19/13
8. Nancy Taylor	7842 W. Kerry Dr	3/19/13
9. Jennifer Grady-Nugent	7609 W Escuda 85308	3/19/13

TO THE CITY OF GLENDALE – PROPOSED ZONING ORDINANCE CHANGE: ZON-13-04

(21)

We, the undersigned hereby, through our signatures, protest any approval of the application filed by the Rose Law Group on behalf of its client, Becker Boards, which would amend the Palm Canyon Business Park PAD to allow for the construction of any Billboards on the NW corner of Bell Rd. and the 101 Freeway. For the record, we are also opposed to the granting of any application which would allow or provide for the construction of Billboards along the 101 from 51st Avenue down to north of Northern Ave. Most of these areas are residential and the Billboards, digital or static, are unsightly and will detract from the aesthetics of the impacted communities. This is our neighborhood and you should keep the Billboards down in the Westgate area where they belong. They do not belong in our back yards.

Date:	Signature:	Address:	Ph &email:
12/14/13	Terrence C. Arnold	5962 W. MELINDA LANE, GLENDALE AZ	623-931-3621
12/14/13	[signature]	5961 W. MELINDA LN. GLENDALE AZ	

TO THE CITY OF GLENDALE – PROPOSED ZONING ORDINANCE CHANGE: ZON-13-04

We, the undersigned hereby, through our signatures, protest any approval of the application filed by the Rose Law Group on behalf of its client, Becker Boards, which would amend the Palm Canyon Business Park PAD to allow for the construction of any Billboards on the NW corner of Bell Rd. and the 101 Freeway. For the record, we are also opposed to the granting of any application which would allow or provide for the construction of Billboards along the 101 from 51st Avenue down to north of Northern Ave. Most of these areas are residential and the Billboards, digital or static, are unsightly and will detract from the aesthetics of the impacted communities. This is our neighborhood and you should keep the Billboards down in the Westgate area where they belong. They do not belong in our back yards.

Date:	Signature:	Address:	Ph &email:
12/10/13		6042 W Robin Ln Glendale Az	85310
12/10/13		21071 N 64th Ave Glendale Az	85308
12/10/13	Vicki Ramsay	6263 W Rose Garden Dr Glendale Az	85308
12/10/13		6214 W. BLACKHAWK DR.	85308
12-10-13		6383 W. Via Montoya	85310
12/10/13		6312 W Lone Cactus	85308
12/10/13		6312 W Lone Cactus	85308
12-10-13		6383 W VIA MONTOYA DR	85310

TO THE CITY OF GLENDALE – PROPOSED ZONING ORDINANCE CHANGE: ZON-13-04

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Date:	Signature:	Address:	Ph &email:
12/14/13	Amanda Pelton	5954 W. Melinda	623-561-5158 pelton5@cox.net
12/14/13	Chris Pelton	5954 W Melinda Ln	623-561-5158 Pelton5@Cox.net
12/14/13	[illegible]	5953 W Melinda Ln	623-253-3844 babarrithy@yahoo.com
12/14/13	[illegible]	5953 W. Melinda Ln.	623-256-9168 theabsinaz@gmail.com
12-14-13	[illegible]	5957 W. Melinda Ln	480 235-2199
12/14/13	[illegible]	5966 W MELINDA LN	623 363 4797
12/14/13	[illegible]	5944 W MELINDA LN	623-238-4424
12/14/13	Mary E Arnold	5962 W. Melinda Ln	623 931-362[illegible]

TO THE CITY OF GLENDALE – PROPOSED ZONING ORDINANCE CHANGE: ZON-13-04

(5)

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Date:	Signature:	Address:	Ph &email:
3/7/14	Kristine A. Fink	7234 W Laurel Lane, Peoria, AZ	(623) 878-7588
3/07/14	Brian A. Fink	7234 W Laurel, Peoria	(623) 878-7588
3-7-14	Laurie Peter	814 W. TONopah Dr Phx, Az	623 582-6914
3-7-14	Mary Ellen Rivera	9403 w Briarwood Cir, Sun City, AZ	623-566-8139
3-7-14	[illegible]	22373 N. 68th Dr, Glendale, AZ	702 810 4737

(16)

TO THE CITY OF GLENDALE – PROPOSED ZONING ORDINANCE CHANGE: ZON-13-04

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Date:	Signature:	Address:	Ph &email:
12/13/13		19955 N. 78TH LANE	ICTOAD@COX.NET
12/13/13		19943 N. 78TH LANE	LKIEFER1@COX.net
12-13-13		19610 N 75th Lane	dwidsthomas@COXINET
12/21/13		19924 N. 75th Ln	—
30 DEC 2013		19917 N 78TH LN	CONRITENCH@HOTMAIL.COM
12/31/2013		19930 N. 78 Ln	AZINSETTLES@hotmail.com
12-31-2013		19936 N. 78th Ln.	scohaus@gmail.com
1-6-2014		19937 N. 78th Lane	cleonard@peoriaaz.gov

TO THE CITY OF GLENDALE – PROPOSED ZONING ORDINANCE CHANGE: ZON-13-04

We, the undersigned hereby, through our signatures, protest any approval of the application filed by the Rose Law Group on behalf of its client, Becker Boards, which would amend the Palm Canyon Business Park PAD to allow for the construction of any Billboards on the NW corner of Bell Rd. and the 101 Freeway. For the record, we are also opposed to the granting of any application which would allow or provide for the construction of Billboards along the 101 from 51st Avenue down to north of Northern Ave. Most of these areas are residential and the Billboards, digital or static, are unsightly and will detract from the aesthetics of the impacted communities. This is our neighborhood and you should keep the Billboards down in the Westgate area where they belong. They do not belong in our back yards.

Date:	Signature:	Address:	Ph &email:
12/13/13		19955 N. 78TH LANE	ICTOAD@COX.NET
12/13/13		19943 N. 78TH LANE	LKIEFER1@COX.net
12-13-13		19610 N 78th Lane	davidsthomas@COXINET
12/21/13		19924 N. 75th Ln	
30 DEC 2013		19917 N 75TH LN	CONFRENCH@HOTMAIL.COM
12/31/2013		19930 N. 78 Ln	AZMSETTLES@hotmail.com
12-31-2013		19936 N. 78th Ln.	scohaus@gmail.com
1-6-2014		19937 N. 78th Lane	cleonard@peoriaaz.gov

Copy

(7)

TO THE CITY OF GLENDALE – PROPOSED ZONING ORDINANCE CHANGE: ZON-13-04

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Date:	Signature:	Address: City + Zip	Ph &email:
2014	Bernice Urias Beers	6523 N. 59 Dr Glendale 85301	480-343-037
1/19/14	Christopher Bessette	19934 N. 77th Ave. Glendale 85308	CBessette1495@Lin com
	Julie Cerros	7625 W. Escuda Dr Glendale 85308	602 528-8122 JulieCerros@outlook.co
		19921 N. 77 Ave Glendale AZ 85308	602-214-5360 mcfarlandvicky@yahoo.com
1/19/14		19921 N. 77th ave Glendale AZ 85305	chuke62@gmail.com
	Martin Montry	19933 N. 77 AVE GLENDALE AZ	MARTY MONTRY@ME.CON
	Connie Montry	19933 N 77TH AVE GLENDALE, AZ	blmontry@yahoo com

TO THE CITY OF GLENDALE – PROPOSED ZONING ORDINANCE CHANGE: ZON-13-04

(48)

We, the undersigned hereby, through our signatures, protest any approval of the application filed by the Rose Law Group on behalf of its client, Becker Boards, which would amend the Palm Canyon Business Park PAD to allow for the construction of any Billboards on the NW corner of Bell Rd. and the 101 Freeway. For the record, we are also opposed to the granting of any application which would allow or provide for the construction of Billboards along the 101 from 51st Avenue down to north of Northern Ave. Most of these areas are residential and the Billboards, digital or static, are unsightly and will detract from the aesthetics of the impacted communities. This is our neighborhood and you should keep the Billboards down in the Westgate area where they belong. They do not belong in our back yards.

Date:	Signature:	Address:	Ph &email:
11/25/13	[signature]	7617 W. Escuda Dr Glendale, AZ 85308	amynyce@cox.net (623-825-4442
11/25/13	[signature]	5757 W Eugie Ave	melaniethorpe@ymail.com
11/25/13	[signature]	7841 N 59th Lane Glendale Az 85301	LeveinWillam@Yahoo.com
11/25/13	[signature]	6744 W Northview Ave Glendale AZ 85303	ellaphs@yahoo.com
11/25/13	[signature]	6201 W Olive Ave Glendale AZ 85302	Jazzymolina12@gmail.com
11/25/13	Nazaarah Q Bey	7987 N. 53rd Ave., Apt. 111 Glendale, AZ 85301	Nazaarah Q. Bey
11/25/13	[signature]	6411 WEST DESERT COVE AVE	623-256-9984
11/25/13	Charmaine Bain	6411 W. Desert Cove Ave	623-256-9984

7703

TO THE CITY OF GLENDALE – PROPOSED ZONING ORDINANCE CHANGE: ZON-13-04

We, the unde signed hereby, through our signatures, protest any approval of the application filed by the Rose Law Group on behalf of its client, Becker Board , which would amend the Palm Canyon Business Park PAD to allow for the construction of any Billboards on the NW corner of Bell Rd. and the 101 Freeway. For the record, we are also opposed to the granting of any application which would allow or provide for the construction of Billboards along the 101 from 51st Avenue down to north of Northern Ave. Most of these areas are residential and the Billboards, digital or static, are unsightly and will detract from the aesthetics of the impacted communities. This is our neighborhood and you should keep the Billboards down in the Westgate area where they belong. They do not belong in our back yards.

Date:	Signature:	Address:	Ph &email:
11-24-13		7734 W Wahalla Ln. Glendale AZ 85308	623.806.3035 AZcat88@hotmail.com
11-24-13		" " "	
11-24	Austin Robinson	7740 w. walla ln. glendale, Az 85308	
11-24	Cheryl Budic	7746 w wahalla ln Glendale Az 85308	
11-24-13	Robert Ratliff	7727 w. Wahalla Glendale Az 85308	
11-24-13		7733 W. Wahalla Lane Glendale Az 85308	
11-24-13		7733 W. Wahalla Ln Glendale Az 85308	
11-24-13		19945 N 55th Ave Glendale AZ 85308	

TO THE CITY OF GLENDALE – PROPOSED ZONING ORDINANCE CHANGE: ZON-13-04

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Date:	Signature:	Address:	Ph &email:
11/19/13	David D. Mook	7519 W. Taro Ln., Glendale, AZ 85308	623-566-8012 dgmook@gmail.com
11-19-13	[signature]	19610 N 78th LN Glendale, AZ 85308	602 578 8[illegible] davidsthomas@gmail.c
11/24/13	David Nye	7617 W. Escuda Rd Glendale, AZ 85308	602-525-[illegible] nyetha@cox.
11/24/13	Mark Dressman	20007 N. 76TH DRIVE GLENDALE AZ. 85308	(623)522-9997 MAGPING@GMAIL.c
11/24	Cathy Johnson	20010 N 76th DR. Glendale AZ 85308	
11/24	Mary Quinn	20010 N 76th RR Glendale AZ 85308	
11/24	[signature]	20010 N 76th DR Glendale AZ 85308	
11/29	[signature]	20011 N. 77TH DRIVE GLND. AZ 85308	

TO THE CITY OF GLENDALE – PROPOSED ZONING ORDINANCE CHANGE: ZON-13-04

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Date:	Signature:	Address:	Ph &email:
11/24/13	[signature]	20018 7th Ave	Glendale 85308
11-24-13	[signature]	7708 W. ESCUDA DR	GLENDALE 85308
11-24-13	[signature]	20003 N 77 Dr	Glendale 85308
11-24-13	[signature]	20014 N 77Dr	Glendale 85308
11-24-13	[signature]	7723 W. ESCUDA	GLN. 85308
11-24-13	[signature]	7723 W. Escuda Rd.	Glendale AZ 85308
11-24-13	Claudia Maser	19962 N. 77th Ave-Glendale, AZ	623-262-4264
11/24/13	Savannah Eaton	7734 W. Wahalla Ln.	MizJay@Yahoo.com 480 334 5464

. TO THE ITY OF GLENDA E – PROPOSED :ONING ORDIN. NCE CHANGE: ON-13-04

We, the ndersigned her eby, through ou signatures, pr test any approv l of the applica ion filed by the Rose Law Grou on behalf of its client, Becker B oards, which wc uld amend the alm Canyon Bu iness Park PAD o allow for the onstruction of ny Billboards o the NW corner of Bell Rd. and t ne 101 Freeway For the record we are also op osed to the gra nting of any app lication which w ould allow or pr ovide for the construc ion of Billboard along the 101 rom 51st Avenu down to north of Northern Ave Most of these areas are reside ntial and the Billboarc , digital or stat , are unsightly nd will detract rom the aesthe ics of the impac ed communitie . This is our ne ghborhood and you should k ep the Billboari s down in the V estgate area w ere they belon . They do not b long in our bac yards.

2013

Date:	Signature	Address	City + Zip	Ph &email:
11/25	Holly Alsop	5906 e 59th Ave	glendale	Bldg B Apt 90 85302
11-25	[illegible]	5803 W. Carian	Glendale	AZ 85302
11:25	[illegible]	"	"	"
				AZ
11/25	Caitlin Frank	7210 West	Robin Lane	AZ 85310
11/25	John Frey	4901 w. Lawrie Ln #4		AZ 85302
11/25	Kirian Spencer	4632 W Townley Ave	Glendale	AZ 85302
11/25	Holly Lee	4632 W. Townley Ave	Glendale	AZ 85302
11/25	[illegible]	11710 N 79th Drive	Peoria	AZ 85345

ZON-13-04

We, the under igned hereby, t rough our sign: tures, protest a y approval of t e application fil d by the Rose l w Group on be alf of its client Becker B oards, which would ar end the Palm C nyon Business ark PAD to allo for the constr ction of any Bil boards on the N W corner of Bel Rd. and the 10 Freeway. For t e record, we a e also opposed o the granting f any applicatio which would a low or provide or the construct on of Billboards alon the 101 from 5 st Avenue dow to north of No hern Ave. Mos of these areas re residential a d the Billboards, digi al or static, are nsightly and wi detract from t e aesthetics of he impacted co mmunities. This is our neighbor ood and you should ke p th Billboards dow in the Westga e area where th ey belong. The do not belong i our back yard:

Date:	Signature:	Address:	Ph &email:
11/25/13	[illegible]	8933 N. 58th Ave Glendale Az 85302	
11/25/13	[illegible]	8932 N. 59th Glendale Az 85302	
11/25/13	[illegible]	4514 W PALO VERDE AVE, GLENDALE Az 85302	
11/25/13	[illegible]	7119-N-67 AVE GLENDALE AZ 85302	
11/25/13	[illegible]	834 W. Augusta Ave Glendale AZ 85301	
11-25-13	SARA [illegible]	3131 W. COCHISE Dr. # 239 PHX. AZ. 85051	
11-25-13	Olga Shalom	6123 W. Navajo DR Glendale AZ 85302	
11-25-13	Elvia Pereyra	3721 W El Camino Dr Phoenix Az 85051	

TO THE CITY OF GLENDALE – PROPOSED ZONING ORDINANCE CHANGE: ZON-13-04

We, the undersigned hereby, through our signatures, protest any approval of the application filed by the Rose Law Group on behalf of its client, Becker Boards, which would amend the Palm Canyon Business Park PAD to allow for the construction of 2 Billboards on the NW corner of Bell Rd. and the 101 Freeway. For the record, we are also opposed to the granting of any application which would allow or provide for the construction of Billboards along the 101 from 51st Avenue down to north of Northern. Most of these areas are residential and the Billboards, digital or static, are unsightly and will detract from the aesthetics of the impacted communities. This is our neighborhood and you should keep the Billboards down in the Westgate area where they belong. They do not belong in our back yards.

Date 7/12/2013

Name – Printed Marilyn J. Charlesworth

Address 7605 W. Bluefield Ave, Glendale, AZ 85308

Signature Marilynn J Charlesworth

J

TO THE CITY OF GLENDALE – PROPOSED ZONING ORDINANCE CHANGE: ZON-13-04

We, the undersigned hereby, through our signatures, protest any approval of the application filed by the Rose Law Group on behalf of its client, Becker Boards, which would amend the Palm Canyon Business Park PAD to allow for the construction of 2 Billboards on the NW corner of Bell Rd. and the 101 Freeway. For the record, we are also opposed to the granting of any application which would allow or provide for the construction of Billboards along the 101 from 51st Avenue down to north of Northern. Most of these areas are residential and the Billboards, digital or static, are unsightly and will detract from the aesthetics of the impacted communities. This is our neighborhood and you should keep the Billboards down in the Westgate area where they belong. They do not belong in our back yards.

Date 7/17/2013

Name – Printed Frederick A. Charlesworth

Address 7605 W. Bluefield Ave, Glendale, AZ 85308

Signature Frederick A. Charlesworth

TO THE CITY OF GLENDALE – PROPOSED ZONING ORDINANCE CHANGE: ZON-13-04

We, the undersigned hereby, through our signatures, protest any approval of the application filed by the Rose Law Group on behalf of its client, Becker Boards, which would amend the Palm Canyon Business Park PAD to allow for the construction of 2 Billboards on the NW corner of Bell Rd. and the 101 Freeway. For the record, we are also opposed to the granting of any application which would allow or provide for the construction of Billboards along the 101 from 51st Avenue down to north of Northern. Most of these areas are residential and the Billboards, digital or static, are unsightly and will detract from the aesthetics of the impacted communities. This is our neighborhood and you should keep the Billboards down in the Westgate area where they belong. They do not belong in our back yards.

Date 7/12/2013

Name – Printed Denise Germroth

Address 7232 N 39th ave ~~W. Bluefield Ave~~, Glendale, AZ 85308

Signature Denise Germroth

TO THE CITY OF GLENDALE – PROPOSED ZONING ORDINANCE CHANGE: ZON-13-04

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Date 7/12/2013

Name – Printed Jan Day

Address 7537 W. Bluefield Ave, Glendale, AZ 85308

Signature Jan Day

TO THE CITY OF GLENDALE – PROPOSED ZONING ORDINANCE CHANGE: ZON-13-04

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Date 7/12/2013

Name – Printed M.D. HEIBERG

Address 7548 W. Bluefield Ave, Glendale, AZ 85308

Signature

TO THE CITY OF GLENDALE – PROPOSED ZONING ORDINANCE CHANGE: ZON-13-04

We, the undersigned hereby, through our signatures, protest any approval of the application filed by the Rose Law Group on behalf of its client, Becker Boards, which would amend the Palm Canyon Business Park PAD to allow for the construction of 2 Billboards on the NW corner of Bell Rd. and the 101 Freeway. For the record, we are also opposed to the granting of any application which would allow or provide for the construction of Billboards along the 101 from 51st Avenue down to north of Northern. Most of these areas are residential and the Billboards, digital or static, are unsightly and will detract from the aesthetics of the impacted communities. This is our neighborhood and you should keep the Billboards down in the Westgate area where they belong. They do not belong in our back yards.

Date 7/12/2013

Name – Printed GERARD WHITE

Address 9624 W. Bluefield Ave, Glendale, AZ 85308

Signature

TO THE CITY OF GLENDALE – PROPOSED ZONING ORDINANCE CHANGE: ZON-13-04

We, the undersigned hereby, through our signatures, protest any approval of the application filed by the Rose Law Group on behalf of its client, Becker Boards, which would amend the Palm Canyon Business Park PAD to allow for the construction of 2 Billboards on the NW corner of Bell Rd. and the 101 Freeway. For the record, we are also opposed to the granting of any application which would allow or provide for the construction of Billboards along the 101 from 51st Avenue down to north of Northern. Most of these areas are residential and the Billboards, digital or static, are unsightly and will detract from the aesthetics of the impacted communities. This is our neighborhood and you should keep the Billboards down in the Westgate area where they belong. They do not belong in our back yards.

Date 7/12/2013

Name – Printed Ted A. Lloyd

Address 7614 W. Bluefield Ave, Glendale, AZ 85308

Signature Ted A Lloyd

TO THE CITY OF GLENDALE – PROPOSED ZONING ORDINANCE CHANGE: ZON-13-04

We, the undersigned hereby, through our signatures, protest any approval of the application filed by the Rose Law Group on behalf of its client, Becker Boards, which would amend the Palm Canyon Business Park PAD to allow for the construction of 2 Billboards on the NW corner of Bell Rd. and the 101 Freeway. For the record, we are also opposed to the granting of any application which would allow or provide for the construction of Billboards along the 101 from 51st Avenue down to north of Northern. Most of these areas are residential and the Billboards, digital or static, are unsightly and will detract from the aesthetics of the impacted communities. This is our neighborhood and you should keep the Billboards down in the Westgate area where they belong. They do not belong in our back yards.

Date 7/12/2013

Name – Printed Sandra J. Lloyd

Address 7614 W. Bluefield Ave, Glendale, AZ 85308

Signature Sandra J. Lloyd

TO THE CITY OF GLENDALE – PROPOSED ZONING ORDINANCE CHANGE: ZON-13-04

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Date	Name – Printed	Address	Signature
7/13/13	Barbara J Yim	7645 W Wagoner Glendale Az 85308	Barbara J Yim
7/15/13	DANIEL YIM	7645 W. WAGONER RD GLENDALE, AZ 85308	Daniel Yim

TO THE CITY OF GLENDALE – PROPOSED ZONING ORDINANCE CHANGE: ZON-13-04

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Date	Name – Printed	Address	Signature
JULY 23 2013	MARC WIELOSINSKI	7706 W. VILLA RITA DR. GLENDALE AZ 85308	Marc Wielosinski

TO THE CITY OF GLENDALE – PROPOSED ZONING ORDINANCE CHANGE: ZON-13-04

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Date	Name – Printed	Address	Signature
17-07-13	ROGER H. JAQUITH	7701 W. VILLA THERESA DR GLENDALE AZ 85308	Roger H. Jaquith
17/07/13	LOIS J. JAQUITH	7701 W. Villa Theresa Dr Glendale, AZ 85308	Lois J. Jaquith

TO THE CITY OF GLENDALE – PROPOSED ZONING ORDINANCE CHANGE: ZON-13-04

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Date	Name – Printed	Address	Signature
7-10-13	Jack D Kelley	18014 N. 75th Dr Glendale AZ 85308	

TO THE CITY OF GLENDALE – PROPOSED ZONING ORDINANCE CHANGE: ZON-13-04

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Date	Printed Name	Address	Signature
2-5-14	[illegible]	7717 W JOHN CABOT RD	[signature]
2-5-14	Alexander D. June	7723 W. John Cabot Rd	[signature]
2-5-14	[illegible]	7734 W. John Cabot Rd.	[signature]
2-5-14	Julie Brand	18216 N 63rd Glendale Az. 85308	[signature]
2.05.14	AGNES LARDIZABAL	5309 W. MISTY WILLOW LN GL, AZ 85310	[signature]
2-5-14	Amy Gray	9144 W. Charleston Ave Peoria, 85382	[signature]
2-5-14	Jeff Olsen	22108 N 82nd Ave Peoria 85383	[signature]
2-5-14	Kris Wing	23011 N [illegible] PEORIA [illegible]	[signature]
2-6-14	SUSAN DUNNIGAN	1734 W. TUCKEY LANE PHOENIX, AZ UNIT 12 85015	[signature]
2-6-14	Isobel VanDenBerg	7101 W. Beardsley Rd. Glendale AZ 85308	[signature]
2-6-14	Joshua Howes	19888 N. 73rd Ave Glendale 85308 AZ	[signature]
2-6-14	Melita Edwards	7914 W Mclinton Glendale 85308 AZ	[signature]
2-6-14	DEAN ROELLER	6765 W. ROBIN LANE GLENDALE, AZ 85310	[signature]
2-6-14	ROB SMYSER	19888 N 73RD AVE GLENDALE, AZ 85308	[signature]

TO THE CITY OF GLENDALE – PROPOSED ZONING ORDINANCE CHANGE: ZON-13-04

We, the undersigned hereby, through our signatures, protest any approval of the application filed by the Rose Law Group on behalf of its client, Becker Boards, which would amend the Palm Canyon Business Park PAD to allow for the construction of 2 Billboards on the NW corner of Bell Rd. and the 101 Freeway. For the record, we are also opposed to the granting of any application which would allow or provide for the construction of Billboards along the 101 from 51st Avenue down to north of Northern. Most of these areas are residential and the Billboards, digital or static, are unsightly and will detract from the aesthetics of the impacted communities. This is our neighborhood and you should keep the Billboards down in the Westgate area where they belong. They do not belong in our back yards.

Date	Name – Printed	Address	Signature
2/15/14	CHAD HEAD	18255 N 7th Dr Glendale AZ 85308	Chad Head
2/15/14	Autumn Head	18255 N. 7STH DR Glendale, AZ. 85308	Autumn Head

TO THE CITY OF GLENDALE – PROPOSED ZONING ORDINANCE CHANGE: ZON-13-04

We, the undersigned hereby, through our signatures, protest any approval of the application filed by the Rose Law Group on behalf of its client, Becker Boar ds, which would amend the Palm Canyon Business Park PAD to allow for the construction of any Billboards on the NW corner of Bell Rd. and the 101 Freeway. For the record, we are also opposed to the granting of any application which would allow or provide for the construction of Billboards along the 101 from 51st Avenue down to north of Northern Ave. Most of these areas are residential and the Billboards, digital or static, are unsightly and will detract from the aesthetics of the impacted communities. This is our neighborhood and you should keep the Billboards down in the Westgate area where they belong. They do not belong in our back yards.

Date:	Signature:	Address:	Ph &email:
11/05/13	Michael Mendola	21415 N. 55TH AVE GLENDALE, AZ 85308	623-561-9581
11/05	Lori Mendola	5276 W Pontiac Dr Glendale AZ 85308	623-572-7447
11/05/13	Robin Morris	21697 N. 53rd Dr. Glendale, 85308	
11/5/13	Marla Decker	20389 N. 53rd ave Glendale 85308	
11/5/13	Kaye Dodge	5464 W Mohawk Ln Glendale 85308	
11/5/13	Kurt Dodge	5464 W Mohawk Ln Glendale 85308	
11/5/13	Carl Decker	20382 N. 53rd Ave. Glendale, Az 85308	
11/13/13	[illegible]	5953 W. Robin Ln Glendale AZ 85310	[illegible]@yahoo.com

TO THE CITY OF GLENDALE – PROPOSED ZONING ORDINANCE CHANGE: ZON-13-04

We, the undersigned hereby, through our signatures, protest any approval of the application filed by the Rose Law Group on behalf of its client, Becker Boards, which would amend the Palm Canyon Business Park PAD to allow for the construction of any Billboards on the NW corner of Bell Rd. and the 101 Freeway. For the record, we are also opposed to the granting of any application which would allow or provide for the constructior of Billboards along the 101 from 51st Avenue down to north of Northern Ave. Most of these areas are residential and the Billboards, digital or static, are unsightly and will detract from the aesthetics of the impacted communities. This is our neighborhood and you should keep the Billboards down in the Westgate area where they belong. They do not belong in our back yards.

Date:	Signature:	Address:	Ph &email:
11-5-13	Todd Haley	21545 N 57 Ave Glendale Az 85308	623-594-2990 HeltzPHX@Yahoo
11/5/13	[illegible]	21545 N. 57th Ave, Glendale Az 85303	623-594-2490
11/5/13	[illegible]	5740 Arrowhead Lakes Drive, Glendale 85308	
11/5-13	[illegible]	21548 NORTH 57th AVE 85308	
11-5-13	Duane Gartner	5577 W. Irma Ln Glendale 85308	623-561-9693
11/5/13	GRANT GARTNER	5577 W. IRMA LN GLENDALE 85308	623 561 9693
11-5-13	Margo Daley-Todd	5727 W Arrowhead Lakes Dr	623-561-0808
11-13-13	Peggy Bedal	5953 W. Robin Ln. Glendale 85310	602-908-2888

Copies from Elaine

Copies

TO THE CITY OF GLENDALE – PROPOSED ZONING ORDINANCE CHANGE: ZON-13-04

We, the undersigned hereby, through our signatures, protest any approval of the application filed by the Rose Law Group on behalf of its client, Becker Boards, which would amend the Palm Canyon Business Park PAD to allow for the construction of any Billboards on the NW corner of Bell Rd. and the 101 Freeway. For the record, we are also opposed to the granting of any application which would allow or provide for the constructior of Billboards along the 101 from 51st Avenue down to north of Northern Ave. Most of these areas are residential and the Billboards, digital or static, are unsightly and will detract from the aesthetics of the impacted communities. This is our neighborhood and you should keep the Billboards down in the Westgate area where they belong. They do not belong in our back yards.

Date:	Signature:	Address:	Ph &email:
11/5/13	J Sacchi	20916 - N 55th Ave	623-261-3081 Joe@Sacchi.us
11-5-13	Gwen Bade	5563 W. Orma Ln Glendale,	623-561-5369
11-5-13	Donna R. West	5510 W. Arrowhead Lks. Dr.	602-319-1062 cell 623-561-7770
11-5-13	[illegible]	20738 N 55th Ave Glendale	505 250 8472 602 316-5909
11-5-13	[illegible]	5534 W Arrowhead Lakes Dr Glendale, AZ	
11-5-13	Judi Roe	5640 W. Arrowhead Lakes Dr. Glendale	85308
11-5-13	Sharon Solberg	5223 - W. Pontiac Dr Glendale	85308
11-5-13	[illegible]	5724 W. Arrowhead Lakes Dr. Glendale	85308
11-5-13	[illegible]	5724 W. Arrowhead Lakes Dr. Glendale	85308

CITY OF GLENDALE – PROPOSED ZONING ORDINANCE CHANGE: ZON-13-04

We, the undersigned hereby, through our signatures, protest any approval of the application filed by the Rose Law Group on behalf of its Becker Boards, which would amend the Palm Canyon Business Park PAD to allow for the construction of any Billboards on the NW corner Rd. and the 101 Freeway. For the record, we are also opposed to the granting of any application which would allow or provide for the construction of Billboards along the 101 from 51st Avenue down to north of Northern Ave. Most of these areas are residential and the Billboards, digital or static, are unsightly and will detract from the aesthetics of the impacted communities. This is our neighborhood and should keep the Billboards down in the Westgate area where they belong. They do not belong in our back yards.

Date:	Signature:	Address:	Ph &email:
11-6-13	George Resendez	19270 N. 79TH DR GLENDALE, AZ PHASE II	623-572-12
11-6-13	Jon Stott	19266 N. 79th DR. Glendale, AZ	480 707 7898
11-6-13	Klara Stott	19266 N 79th DR. Glendale, AZ	480-823-916
11-6-13	R Leonard	8765 W VELTON LANE PEORIA, AZ	623-29
11-6-13	Susan Williams	20001 N. 76th Ave Glendale, AZ	623-210-7
11-6-13	Jennifer	19963 N 76th Avenue Glendale AZ	615-83 9
11-6-13	Patrick Stringer	19963 N 76th Ave Glendale AZ	615-

TO THE CITY OF GLENDALE – PROPOSED ZONING ORDINANCE CHANGE: ZON-13-04

We, the undersigned hereby, through our signatures, protest any approval of the application filed by the Rose Law Group on behalf of its client, Hecker Boards, which would amend the Palm Canyon Business Park PAD to allow for the construction of any Billboards on the NW corner of Bell Rd. and the 101 Freeway. For the record, we are also opposed to the granting of any application which would allow or provide for the construction of Billboards along the 101 from 51st Avenue down to north of Northern Ave. Most of these areas are residential and the Billboards, digital or static, are unsightly and will detract from the aesthetics of the impacted communities. This is our neighborhood and you should keep the Billboards down in the Westgate area where they belong. They do not belong in our back yards.

all addresses are Glendale, AZ 8

2013

Date	Signature	Address	Ph &email
11-4	Willie Scott	19815 N. 76th AVE	TIGGEN...
11-4	Jacquelyn L. Parks	19921 N. 76th Ave.	Glendale 85308
11-4	Martha R Carrillo	7590 W. Wahalla Ln	- MMCarr@q.co
11-4	George L. Stuttgen	19973 N. 75th Ave	GLENDALE 8
11-4	Celina Hunt	19970 N. 75th DR	Glendale 85
11/4	Tonya McDonald	20010 N. 75th DR	tmcd1974@gmail.c Glendale AZ 85308
11/4	BM McDonald	20010 N. 75th Dr	Glendale AZ 853
11/4	Carrie Cannon	20006 W. 75th Dr	Glendale, AZ 853
11/4	Linda Massett	20011 N 75th Dr	Glendale AZ 85308

TO THE CITY OF GLENDALE – PROPOSED ZONING ORDINANCE CHANGE: ZON-13-04

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Date	Name – Printed	Address	Signature
7-11-13	Pauline O. Heil	7722 W. John Cabot Rd	Pauline Heil
7-21-13	John A. Heil	7722 W. John Cabot Rd	John A. Heil

TO THE CITY OF GLENDALE – PROPOSED ZONING ORDINANCE CHANGE: ZON-13-04

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Date	Name – Printed	Address	Signature
	Judy D. Fahey	7608 W. John Cabot Rd Glendale, AZ 85308	Judy D. Fahey

TO THE CITY OF GLENDALE – PROPOSED ZONING ORDINANCE CHANGE: ZON-13-04

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Date	Name – Printed	Address	Signature
	Anne Buhrmann	7728 W. John Cabot Rd	Anne Buhrmann
	Frederick Buhrmann	7728 W. John Cabot Rd	Frederick Buhrmann

TO THE CITY OF GLENDALE – PROPOSED ZONING ORDINANCE CHANGE: ZON-13-04

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Date	Name – Printed	Address	Signature
7/11/13	Rose Marie Ward	7621 W John Cabot Glendale, AZ 85308	Rose Marie Ward
7/11/13	Bernadette Koehler	7627 W John Cabot Glendale AZ 85308	Bernadette E Koehler
7/12/13	James Nolan	7624 W John Cabot Glendale 85308	James L. Nolan
7-13-13	Grace Nolan	7624 W. John Cabot Glendale AZ 85308	Grace M Nolan

TO THE CITY OF GLENDALE – PROPOSED ZONING ORDINANCE CHANGE: ZON-13-04

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Date	Name – Printed	Address	Signature
7/16/13	Dorothy J. Jarrell	7716 W. John Cabot Rd Glendale, AZ 85308	Dorothy Jarrell

TO THE CITY OF GLENDALE – PROPOSED ZONING ORDINANCE CHANGE: ZON-13-04

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Date	Name – Printed	Address	Signature
7-16-13	VALERIE RENSMEYER	7613 W. VILLA RITA DR.	Valerie Rensmeyer
7-16-13	FRED RENSMEYER	"	Fred Rensmeyer

TO THE CITY OF GLENDALE – PROPOSED ZONING ORDINANCE CHANGE: ZON-13-04

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Date	Name – Printed	Address	Signature
7.16.13	Ibrahim Maslamani	18014 N. 75th Av., Glendale 85308	
7/16/13	Brenda Maslamani	18014 N. 75th Ave, Glendale 85308	Brenda Maslamani

TO THE CITY OF GLENDALE – PROPOSED ZONING ORDINANCE CHANGE: ZON-13-04

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Date	Name – Printed	Address	Signature
7/13/13	Roy Walsh	7729 W. Michigan Ave	Roy Walsh

TO THE CITY OF GLENDALE – PROPOSED ZONING ORDINANCE CHANGE: ZON-13-04

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Date	Name – Printed	Address	Signature
July 15, 2013	Olympia Tolls	7736 W. Villa Rita Dr. Glendale, AZ 85308	Olympia Tolls

TO THE CITY OF GLENDALE – PROPOSED ZONING ORDINANCE CHANGE: ZON-13-04

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Date	Name – Printed	Address	Signature
7/13/13	Karen Walsh	7729 W Michigan Ave	Karen Walsh

TO THE CITY OF GLENDALE – PROPOSED ZONING ORDINANCE CHANGE: ZON-13-04

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Date	Name – Printed	Address	Signature
7/10/2013	Eileen Trichel Baldwin	18245 N 75th Dr Glendale, AZ 85308	Eileen Trichel Baldwin

TO THE CITY OF GLENDALE – PROPOSED ZONING ORDINANCE CHANGE: ZON-13-04

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Date	Name – Printed	Address	Signature
7/16/2013	David L. Baldwin	18245 N. 75th Dr Glendale, AZ	David L. Baldwin

TO THE CITY OF GLENDALE – PROPOSED ZONING ORDINANCE CHANGE: ZON-13-04

We, the undersigned hereby, through our signatures, protest any approval of the application filed by the Rose Law Group on behalf of its client, Becker Boards, which would amend the Palm Canyon Business Park PAD to allow for the construction of 2 Billboards on the NW corner of Bell Rd. and the 101 Freeway. For the record, we are also opposed to the granting of any application which would allow or provide for the construction of Billboards along the 101 from 51st Avenue down to north of Northern. Most of these areas are residential and the Billboards, digital o- static, are unsightly and will detract from the aesthetics of the impacted communities. This is our neighborhood and you should keep the Billboards down in the Westgate area where they belong. They do not belong in our back yards.

Date	Name – Printed	Address	Signature
7/14/13	CONNIE KISER	7644 W. Michigan Glendale 85308	
7/14/13	FRANCES BEATTY	7524 W. WAGONER GLENDALE 85308	
7/14/13	Kirk Beatty	7524 W. Wagoner Rd. Glendale 85308	
7/15/13	ENA WARECKA	7845. W. MICHIGAN 85308	
7/16/13	Evelyn LaBrant	2886 N. 73rd Dr. Glendale 8530	
7/19/13	SHALONA LITMAN	7655 W. MICHIGAN GLENDALE 85308	
7/19/13	Lawrence Litman	7655 W. Michigan Ave Glendale AZ 85308	
7/19/13	Terry B. Kisa	7644 W. Michigan, Glendale AZ 85308	

TO THE CITY OF GLENDALE – PROPOSED ZONING ORDINANCE CHANGE: ZON-13-04

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Date	Name – Printed	Address	Signature
	John F. Janssen	7729 W. Villa Theresa Dr. 85308	

TO THE CITY OF GLENDALE – PROPOSED ZONING ORDINANCE CHANGE: ZON-13-04

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Date	Name – Printed	Address	Signature
07/30/2013	KIMBERLIE CASTELLANOS	7618 W VILLA RITA DR, GLENDALE AZ 85308	

TO THE CITY OF GLENDALE – PROPOSED ZONING ORDINANCE CHANGE: ZON-13-04

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Date	Name – Printed	Address	Signature
7/18	D. Craig Walling	18416 N. 78th Drive	D. Craig Walling
7/18	JOE BERARDI	18410 N 78 DRIVE	Berardi
7/23	Richard Thompson	7649 W Villa Theresa	

TO THE CITY OF GLENDALE – PROPOSED ZONING ORDINANCE CHANGE: ZON-13-04

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Date	Name – Printed	Address	Signature
7/19/13	Jan W Wright	7527 W Libby St	Jan W Wright
7/19/13	Timothy K Wright	7527 W Libby St	Timothy K Wright
7/23/13	KAREN L. PALLANICH	18683 N 62 AVE	Karen L. Pallanich
7/26/13	Steven L. Lover	7704 W. Michigan Ave	Steven L. Lover

TO THE CITY OF GLENDALE – PROPOSED ZONING ORDINANCE CHANGE: ZON-13-04

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Date	Printed Name	Address	Signature
7/31	Jennifer L Deines	7714 W. Wagoner Rd, Glendale	
7/31	Tim Topliff	7714 W. Wagoner Rd	
7/31	DAVID HAGGARD	7720 W WAGONER RD Glendale	
7/31	Michael Subbert	7726 W Wagoner Rd	
7/31	Peter Chanin	7732 W. Wagoner Rd.	
7/31	Elaine Chanin	7732 W. WAGONER RD	
7/31	Kelly Criswell	7727 W Wagoner Rd	
7/31	Kristopher Criswell	7727 W Wagoner RD	
7/31	Robyn Bower	7733 W. Wagoner Rd	
7-31	Denise Taylor	7708 W Wagoner Rd	
7-31	Merna Campbell	7656 W. Wagoner Rd	
8-2	Michael FALLON	7715 W. WAGONER RD	
8-2	June Fallon	7715 W. WAGONER RD	
8-3	Mike Soeltz	7703 W. Wagoner RD	

TO THE CITY OF GLENDALE – PROPOSED ZONING ORDINANCE CHANGE: ZON-13-04

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Date	Printed Name	Address	Signature
8/3/13	Michael Maas	7606 W. Wagoner Rd. Glendale, Az	Michael Maas
8/3/13	CLINTON R. STAM	7616 W. WAGONER RD GL AZ	Clinton R Stam
8/3/13	Tami Stam	7616 W. Wagoner Rd. Glendale AZ 85308	Tami Stam
8/5/13	DANIEL YIH	745 W. Wagoner Rd Glendale 85302	
8/5/13	TOM BROMERT	7605 W. WAGON RD GLENDALE, AZ	
8/5/13	John NEW	7550 W Wagoner Rd Glendale AZ	
08-05-13	Tammy New	"	
8/5/13	[illegible]	7547 W. Wagoner Rd Glendale AZ 85308	
8/5/13	Kevin Brezina	18416 N. 75th Ave Glendale, Az. 85308	
8/5/13	Marcia Brezina	18416 N 75th Ave Glendale, AZ 85308	Marcia Brezina
8/5/13	Kathy Neville	7655 W. Wagoner Glendale 85308	Kathy Neville

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Date 7-14-13

Name – Printed Deborah E. Thompson

Address 23828 N. 59th Dr. Glendale, AZ 85310

Signature Deborah E. Thompson

TO THE CITY OF GLENDALE – PROPOSED ZONING ORDINANCE CHANGE: ZON-13-04

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Date 7/13/2013

Name – Printed Jenifer Preston

Address 4759 Marco Polo W. ~~Bluefield Ave~~ Glendale, AZ 85308

Signature

TO THE CITY OF GLENDALE – PROPOSED ZONING ORDINANCE CHANGE: ZON-13-04

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Date 7/ /2013

Name – Printed Chuck H Sanders

Address 20250 W 67th Ave #1208
~~W. Bluefield Ave,~~ Glendale, AZ 85308

Signature Chuck H Sanders

TO THE CITY OF GLENDALE – PROPOSED ZONING ORDINANCE CHANGE: ZON-13-04

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Date 7/12/2013

Name – Printed Susan B Hellwig

Address 7615 W. Bluefield Ave, Glendale, AZ 85308

Signature Susan B Hellwig

TO THE CITY OF GLENDALE – PROPOSED ZONING ORDINANCE CHANGE: ZON-13-04

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Date 7/ /2013

Name – Printed Jeannine Peña

Address 7604 W. Bluefield Ave, Glendale, AZ 85308

Signature

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Date 7/ /2013

Name – Printed CESAR PEÑA

Address 7604 W. Bluefield Ave, Glendale, AZ 85308

Signature

TO THE CITY OF GLENDALE – PROPOSED ZONING ORDINANCE CHANGE: ZON-13-04

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Date 7/12/2013

Name – Printed GRACE WHITE

Address 7629 W. Bluefield Ave, Glendale, AZ 85308

Signature Grace White

14448

TO THE CITY OF GLENDALE – PROPOSED ZONING ORDINANCE CHANGE: ZON-13-04

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Date 7/12/2013

Name – Printed HORACE PORTER

Address 7655 W Bluefield Ave, Glendale, AZ 85308

Signature

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Date 7/17/2013

Name – Printed Keith Hallwig

Address 7615 W. Bluefield Ave, Glendale, AZ 85308

Signature Keith Hallwig

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Date	Name – Printed	Address	Signature
7/15/13	Jesus M Ortega	18003 N 75th Drive Glendale 85308	Jesus M. Ortega
7/15/13	Cynthia J Ortega	18003 N 75th Drive Glendale 85308	Cynthia J. Ortega

TO THE CITY OF GLENDALE – PROPOSED ZONING ORDINANCE CHANGE: ZON-13-04

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Date	Name – Printed	Address	Signature
7.16.13	Ibrahim Maslamani	18014 N. 75th Av., Glendale 85308	
7/16/13	Brenda Maslamani	18014 N. 75th Ave, Glendale 85308	Brenda Maslamani

TO THE CITY OF GLENDALE – PROPOSED ZONING ORDINANCE CHANGE: ZON-13-04

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Date	Name – Printed	Address	Signature
	GABRIELLA McGUIRE	7741 W John Cabot Rd GLENDALE 85308 A2	

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Date	Name – Printed	Address	Signature
8-8-13	JEFFRY VANN	7730 W VILLA RITA GLENDALE AZ 85308	
8-8-13	KRISTINE VANN	7730 W VILLA RITA GLENDALE AZ 85308	Kristine Vann

TO THE CITY OF GLENDALE – PROPOSED ZONING ORDINANCE CHANGE: ZON-13-04

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Date	Name – Printed	Address	Signature
7/12/13	Rosa M Campos	7708 W. Bluefield Ave	
7/12/13	Mario Campos	7708 W. Bluefield Ave	
7-12-13	Marvin Douglas	7702 W Bluefield Ave	
7-12-13	Helen Douglas	7702 W. Bluefield Ave	
7-12-13	David Shaw	7707 W. Bluefield Ave	
7-12-13	Janet Brooks	7707 W. Bluefield Ave	
7-12-13	Catherine Miles	7713 W. Bluefield	
7-12-13	Lee W. Miles	7713 W Bluefield	
7/13/13	Susan Chagoya	7725 W. Bluefield	
7/13/13	Stanley A. Baltzo	7701 W. Bluefield	
7/13/13	JoAnna Baltzo	7701 W. Bluefield	

TO THE CITY OF GLENDALE – PROPOSED ZONING ORDINANCE CHANGE: ZON-13-04

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Date	Name – Printed	Address	Signature
7-19-13	William Corcoran	7635 W Michigan Ave	William Corcoran
7-19-13	Joanne Cantwell	7635 W. Michigan Ave.	Joanne Cantwell
7-20-13	ANN MARIE THEALL	7625 W. Michigan Ave.	Ann M Theall
7/20/13	TANYA Scott	7605 W. Michigan	
7/20/13	Doug Scott	7605 W. Michigan Ave	
7/20/13	Matt & Susan Peck	7615 W. Michigan Ave Gldl	Matt Peck
8/9/13	Sandy Conner	7614 W Michigan Ave Gldl. 85308	
8/9/13	Bob Conner	7614 W Michigan Ave Gldl. 85308	

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Date	Name – Printed	Address	Signature
8/8/13	GARY W. NELSON	7728 W. Villa Theresa Dr. Glendale, AZ 85308	Gary W. Nelson

TO THE CITY OF GLENDALE – PROPOSED ZONING ORDINANCE CHANGE: ZON-13-04

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Date	Name – Printed	Address	Signature
7/10/13	Kim Wiggins	7803 W. Bluefield Ave. Glendale, AZ 85308	Kim Wiggins

May 28, 2015

MAY 28 2015

Mr. Jon Froke/Mr. Thomas Ritz
Planning & Zoning Department
5850 W. Glendale Ave
Glendale, Arizona 85301

RE: Mark Becker ZON 15-03

Dear Mr. Froke:

Please find enclosed 229 signatures on petition sheets which should be included in the informational packet for ZON 15-03. I think it is very important that the Planning Commission and City Council know the feelings of their constituents.

When we went through this the first time with Mr. Becker under ZON13-04 – people said then that for the record they don't want <u>any</u> application approved that would allow billboards along the 101 from 51st Avenue down to Northern. Here we are again because Mr. Becker lost the first round and has said he will keep coming back because he believes in this project.

The residents of Glendale and the West Valley don't believe in his project and they have already spoken loud and clear that they don't want BILLBOARDS ALONG THE NORTHER LOOP OF THE 101 DOWN TO NORTHERN.

If Mr. Becker can keep coming back every 6 months in an attempt to wear us down, then all of the people's voices should be heard again and again because these Petitions state:

> **"For the record, we are also opposed to the granting of <u>any</u> application which would allow or provide for the construction of Billboards along the 101 from 51st Avenue down to north of Northern Ave. Most of these areas are residential and the Billboards, digital or static, are unsightly and will detract from the aesthetics of the impacted communities."**

I URGE YOU TO SAY **NO** AGAIN.

Jennifer Deines
7714 W. Wagoner Rd.
Glendale, AZ 85308

Enclosures: 32 signed petition sheets
229 signatures

TO THE CITY OF GLENDALE – PROPOSED ZONING ORDINANCE CHANGE: ZON-13-04

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Date	Name – Printed	Address	Signature
11/21/13	Shanda Larson	4845 W Evans Dr Glendale 85306	Larson
11/21/13	Geoff Larson	4845 W. Evans Dr Glendale 85306	
11/21/13	Laura Whelpley	6745 N. 93rd Ave. #1169 Glendale 85305	Whelpley
11/21/13	Jim Wurbel	18402 N. 78th Dr. Glendale Az 85308	
11/21/13	Mary Wurbel	18402 N. 78th Dr Glendale Az 85308	Mary A Wurbel
11/21/13	D. Lanham	7810 W Bluefield Ave Glendale AZ 85308	Lanham
11/21/13	PAUL LAWDISBERT	7821 W. Bluefield Ave Glendale	
11/23/13	Kathi Hazlewood	7809 W Bluefield Ave Glendale Az	Kathi Hazlewood

TO THE CITY OF GLENDALE – PROPOSED ZONING ORDINANCE CHANGE: ZON-13-04

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Date	Name – Printed	Address	Signature
11/23/13	Lola Miller	7738 W Villa Theresa Dr.	Lola Miller
Nov 23, 2013	Tim Kacerek	7644 W Bluefield Ave	Tim Kacerek
11/23/13	Ian Horberger	7645 W Bluefield Ave	Ian Horberger
11/23/13	Nicole Horberger	7645 W. Bluefield Ave	
11/23/13	ALLAN SIFERD	18225 N 75TH DR.	Allan Siferd
11/23/13	NANCY SIFERD	6731 W SACK DR.	Nancy Siferd
11-23-13	Candy Wagner	7705 W. Michigan Ave	Candy
11-23-13	John Wagner	7705 W Michigan Ave	

TO THE CITY OF GLENDALE – PROPOSED ZONING ORDINANCE CHANGE: ZON-13-04

We, the undersigned hereby, through our signatures, protest any approval of the application filed by the Rose Law Group on behalf of its client, Becker Boards, which would amend the Palm Canyon Business Park PAD to allow for the construction of 2 Billboards on the NW corner of Bell Rd. and the 101 Freeway. For the record, we are also opposed to the granting of any application which would allow or provide for the construction of Billboards along the 101 from 51st Avenue down to north of Northern. Most of these areas are residential and the Billboards, digital or static, are unsightly and will detract from the aesthetics of the impacted communities. This is our neighborhood and you should keep the Billboards down in the Westgate area where they belong. They do not belong in our back yards.

Date	Name – Printed	Address	Signature
11-22-13	Stephanie Bickman	7712 w Villa Theresa Dr 85308	Stephanie Bickman
11-22-13	GERALD OBRIEN	7707 W. VILLA THERESA DR 85308	
11/22/13	DIANE OBRIEN	7707 W. VILLA THERESA DR 85308	Diane OBrien
11-23-13	ANITA KARPOLA	7638 W. VILLA THERESA DR 85308	Anita Karpola
11-23-13	KENNETH KARPOLA	7638 W. Villa Theresa Dr 85308	Ken Karpola
11-23-13	Saunda Schop	7550W. Villa Theresa Dr 85308	Saunda Schop
11/23/13	Philip Schop	7550W Villa Theresa 85308	Philip Schop
11/23/13	Carolyn Bird	7528 W. Villa Theresa D 85308	Carolyn Bird

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Date	Name – Printed	Address	Signature
11/22/2013	KEITH MUNSON	7721 W. WAGONER RD	Keith Munson
11-22-2013	Donna Munson	7721 W. Wagoner Rd	Donna Munson
11-22-2013	Paul Koch	7513 W. Wagoner Rd	Paul A Koch
11-22-2013	Theresa Koch	7513 W Wagoner Rd	Theresa Koch
11-22-2013	Bryan Nagle	7540 W Wagoner Rd	Bryan Nagle
11-23-13	Cynthia Benson	7540 W. Wagoner Rd	Cynthia Benson
11-23-13	Linda Petrie	7537 W. Wagoner Rd Glendale AZ	Linda Petrie
"	James Petrie	"	James R. Petrie

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Date	Name – Printed	Address	Signature
11/23/13	SUSAN URSO	7617 W Villa Theresa, Glendale AZ 85308	
11/23/13	Anthony URSO	7617 W. Villa Theresa Glendale AZ 85308	
11/23/13	Cletus THIEBEAU	7723 W. LIBBY ST, GLENDALE, AZ 85308	
11/23/13	ANNE THIEBEAU	7723 W. LIBBY ST., GLENDALE, AZ 85308	
11/23/13	Dan Nieto	5714 Shawbutte Glendale AZ	
* 11/23/13	Cedar Mulligan	7635 W. Wagoner rd, Glendale AZ 85308	
11/23/13	Nicole Mulligan	7635 W Wagoner Rd Glendale AZ 85308	

TO THE CITY OF GLENDALE – PROPOSED ZONING ORDINANCE CHANGE: ZON-13-04

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Date	Name – Printed	Address	Signature
11/22/13	Joseph Kim	7615 W. Wagoner Rd	
11/22/13	Seon Hong	7615 W. wagoner rd	
11/23/13	Elizabeth Willke	7636 W Wagoner Rd	Elizabeth Willke
11/23/13	Carl Willke	7636 W Wagoner Rd	Carl L Willke
11/23/13	Roseanne Crete	7725 W. Villa Theresa Rd	Roseann Crete
11/23/13	J. Porter	7718 W Villa Theresa Dr	Jennifer Porter
11/23/13	Brandon Crete	7725 W. Villa Theresa Rd	Brandon Crete
11/23/13	Ryan Crete	7725 W. Villa Theresa Rd	Ryan Crete

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Date	Name – Printed	Address	Signature
11/23/13	Tom Elliott	7816 W. Michigan Ave Glendale AZ	
11/23/13	Steven Wagner	7705. W. Michigan Ave Glendale AZ	
11/23/13	Michael Wagner	7705 W. Michigan Ave. Glendale, AZ	
11/23	Kim Smith	7723 W. michigan Ave glendale AZ	
11/23	Helen Broadbent	7735 W. Michigan Ave	" "

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Date	Printed Name	Address	Signature
11/23/13	Erik Nielsen	18404 N. 78th Drive Glendale 85308	
11/23/13	LINDA PORTER	7655 W Bluefield Ave Gdl 85308	Linda Porter
11/23/13	Alexander Wilson	7548 W Michigan AVE Glendale 85308	
11/23/13	Amy Wilson	7548 W. Michigan Ave Glendale, AZ 85308	amy wilson
11/23/13	Patricia Straddleigh	7728 W. Michigan Ave Glendale AZ 85308	Patricia Straddleigh
11/23/13	Mark Brown	7734 W Michigan Ave Glendale AZ 85308	

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Date	Name – Printed	Address	Signature
11/23/2013	DAVID JOLLS	7736 W VILLA RITA DR GLENDALE AZ	
11/23/2013	VINCENT KNOT	7718 W. VILLA RITA DR GLENDALE	
11/23/2013	Randall Dunbee	7618 W Villa Rita dr Glendale Az	
11/23/2013	WILLIAM MAAS	7608 W. VILLA RITA DR. GLENDALE, AZ	William Maas
11-23-13	Sam Thomas	7601 W. Villa Rita Dr. Glendale AZ.	
11-23-13	Marilyn Thomas	7601 W. Villa Rita DR. Glendale AZ	Marilyn J Thomas
11-23-13	Bill Morgan	7546 W. Villa Rita Dr. Glendale, AZ	William D. Morgan
11-23-13	Diana Morgan	7546 W. Villa Rita Dr.	Glendale AZ
11-23-13	Ben Lane	7545 W Villa Rita Dr.	Glendale, AZ
11-23-13	Holly Lane	7545 W Villa Rita Dr.	Glendale AZ
11-23-13	Phil Bernhardt	7712 W. Villa Rita	Glendale
11-23-13	Judy Bernhardt	7712 W. Villa Rita	Glendale
11-23-13	David Pearce	7707 W. Villa Rita Dr	Glendale AZ
11-25-13	Steven A Pearce	7707 W. Villa Rita Dr	Glendale

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Date	Name – Printed	Address	Signature
11/23/13	Charles Griffiths	7719 W. Villa Rita Dr.	
11/23/13	Cindy Griffiths	7719 W. Villa Rita Dr	
11-23-13	David Fuller	7725 " "	
11-23-13	GERALDINE ENGLES	7731 W. VILLA RITA DR	Geraldine Engles
11-23-13	Richard Engles	7731 W VILLA RITA DR	Richard Engles
11-23-13	DAN DEARY	18002 N 78TH DR	
11-23-13	Sylvia Deary	18002 N. 78th DR. 85308	
11-23-13	Marsi Okro	18008 N. 78 DR. 85308	
11-23-13		" " " "	
11-23-13	Edward Russell	7742 W Villa Rita Dr	
11 23-13	SUZANNE RUSSELL	7742 W VILLA RITA	Suzanne Russell

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Date	Printed Name	Address	Signature
	BETSIE LOVER	7704 W MICHIGAN	Betsie Lover
	Faydra Romero	7527 W. Wagoner, 85308	Faydra Romero
11/14/2013	Eileen Baldwin	18245 N 75th Dr Glendale, AZ 85308	Eileen Baldwin
	Anne Buhrmann	7728 W John Cabot	Anne Buhrmann
	Frederick Buhrmann	7728 W John Cabot	
	Rosa M Campos	7708 W Bluefield Av	
	Andrea Rolex	7719 W Villa Theresa Dr	Andrea Rolex
	Claus Harnold	7719 W. Villa Theresa Dr	Claus Harnold
11-14-13	KRIS VANN	7730 W VILLA RITA	Kristine Vann
11-14-13	JEFF VANN	7730 W VILLA RITA	Jeffry Van
	Stephanie Walsh	7729 W. Michigan	
	Andy Walsh	7729 W. Michigan	
	Karen Walsh	7729 W Michigan	Karen Walsh
	Roy Walsh	7799 W Michigan	Roy Walsh

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Date	Printed Name	Address	Signature
11/14/13	Leeanne Kalbaugh	7604 W Michigan Ave	
11/14/13	Bill Braun	7604 W Michigan Ave	
11/14/13	Sherri Gillett	7716 W. Michigan Ave	
11/14/13	Steve Gillett	7716 W Michigan Ave	
11/14/13	PATRICIA A-Hughes	4338 W. ROSE LN	Patricia A. Hughes
11-14-13	HELEN DOUGLAS	7702 W. BLUEFIELD AVE	
11-14-13	MARVIN DOUGLAS	7702 W. BLUEFIELD AVE	
11/15/13	Maurice L Deines	17817 N 75th Dr	
11/15/13	Jean Deines	17817 N 75th Dr.	
11-15-13	Janet Doss	5961 W. Cielo Grande	
11-15-13	Lonnie Doss	5961 W. Cielo Grande	
11/18/13	Sherri Desch	4011 W. Sandra Ter	
11/19/13	Susan Hellwig	7615 W Bluefield Ave	
11/19/13	Keith Hellwig	7615 W Bluefield Ave	

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Date	Printed Name	Address	Signature
11/14/13	Michelle Reid	7292 W. Donald Drive Glendale, AZ	
11/14/13	Scott Reid	" "	
11/14/13	Libby Yoder	4724 W. Marconi Ave. Glendale, AZ	
11/14/13	Jeff Yoder	" "	
11/14/13	Jennifer Kudar	16232 N. 62nd Ave Glendale AZ	
11/14/13	Andy Kudar	16232 N. 62nd Ave Glendale AZ	
11/14/13	Diane Gasparini	16415 N 46th Dr Glendale AZ	
11/14/13	DAINA GIBIETIS	21543 N. 65th AVE. GLENDALE AZ.	
11-14-13	Christine Smith	6291 W. Pinnacle Peak Rd Glendale AZ 85310	
11-14-13	Torren L. Payne	20418 N 64th Ave Glendale, Az 85308	
11-14-13	Lynn Peters	5989 W. Pinnacle Hill Dr. Glendale Az 85310	
11-14-13	Marge A. Hoffman	7714 W. Wescott Dr. Glendale, AZ 85308	
11-14-13	PATRICIA LEONARD	19504 No. 71st Ave Glendale, Az 85308	
11-14-13	Edith Anne Smith	19303 No. 68th Ave Glendale, AZ 85308	
11-14-13	PAMELA LOPER	19919 N. 69th Ave Glendale AZ 85308	
11-14-13	Joyce Hier	8430 W. Buckhorn Tr. Peoria AZ 85383	

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Date	Printed Name	Address	Signature
11/14/13	Conni Ersland	5776 W. Poinsettia 85304	
11-14-13	Debbie Lupracca	3612 W. Phelps 85053	
11-14-13	Michael Lupracca	3612 W. Phelps 85053	
11-14-13	Kathy Botz	4819 W. Acoma Dr 85306	Kathy M. Botz
11-14-13	Tammy Lancaster	4635 W. Boca Raton 85306	Tammy Lancaster
11-14-13	John Lancaster	4635 W. Bocaraton 85306	
11-14-13	Jennifer De Francesco	4409 W. Crocus Dr. 85306	Jennifer De Francesco
11-14-13	Pio De Francesco	4409 W. Crocus Dr. 85306	Pio De Francesco
11-14-13	Karina Gonzalez	7137 W. Saddlehorn Rd. 85383	
11-14-13	Gabriel R. Gonzalez	7137 W. Saddlehorn Rd. 85383	Gabriel Gonzalez
11-14-13	Marijo K. Shaw	4543 W. Bobbie Terr 85306	Marijo K. Shaw
11-14-13	Jeff Shaw	4545 W. Bobbie Terr 85306	Jeff A. Shaw
11-14-13	Joel Barfoot	4043 W. Saguaro Park Lane 85310	Joel Barfoot
11-14-13	Christie Barfoot	4043 W. Saguaro Park Lane 85310	Joel Barfoot
11-14-13	Jeanne Scovel	5523 W Monona Dr 85308	Jeanne R. Scovel

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Date	Name – Printed	Address	Signature
11/23	Wes Pensinger	23966 N. 80 DR 85383	
11/23	Tracey Lawrence	7624 W Villa Rita Dr. 85308	
11/23	VIKKI L. BARR	1932 E MARSHALL AVE PHX, AZ 85016	

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Date	Name – Printed	Address	Signature
11-21	Tasha Crock	7015 W. Heimdr Glendale, Az 85303	
11/22	Nawfal Mattoka	7214 N. 73rd Dr. Glendale, AZ 85303	
11-21-	Jesus Aragon	7418 n 68 th ave glendale 85303	Jesus Aragon
11-21	Cynthia Picker	5601 W. Wagoner rd. Glendale 85308	Cynthia Picker
11-21	Joseph K Skok	5239 W. Laurie LN Glendale, Az 85302	
11-21	SANDRA LIENARD	9733 W. MTN. VIEW RD. PEORIA, AZ 85345	Sandra Lienard

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Date	Name – Printed	Address	Signature
11-20-13	Crystal DelBarto	7568 W oregon ave Glendale 85303	
11/20/13	Lori Bringar	7720 N 46th Cir Glendale	
11-20-13	Jennifer Guerrero	5936 W. Selden Ln Glendale 85302	
11/20/13	Marily Galaviz	3202 W. Bell Rd Phx, AZ	
11/20/13	Crystal Barraza	6414 W marconi Ave Glendale AZ	
11/20/13	Marlene M Frey	3333 W Dunlap Ave #295 Phoenix Ay. 85051	
11/20/13	Lorrie Stubitsch	8546 N. 59th AVE #264 Glendale 85302	
11/20/13	Michael Canale	1914 E GOLDEN COURT CHANDLER, AZ 85225	

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Date	Name – Printed	Address	Signature
11/20/13	Corey Bauer	9350 N 67th Ave	
11/20/13	Carole Bailey	12846 N. 45th Ave.	Carole Bailey
11/20/13	Wayne Bailey	"	Wayne Bailey
11/20/13	Heidi Roth	10030 N 83rd Ave	Heidi Roth
11/20/13	Letitia Arthur	5636 N 62nd Av	Letitia Arthur
11/20/13	Aaron Workman	"	
11/20/13	Sandra Mitchell	3716 W. Palo Verde Dr	Sandy Mitchell
11/20/13	Tracy Maly	6435 W Turquoise Ave	

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Date	Name – Printed	Address	Signature
		16/075	
11-20-213	Yolanda Alexander	13148 w ocotillo Rd	Yolanda Alexander
11-20-2013	Richard Ammon	4750 West Echo Lane Glendale AZ	
11.20.13	Shankista Wilburn	10204 N. 87th Ave Peoria, Az	Shankista Wilburn
11:20:13	Meish Hamilton	4850 W Mountain View RD	Meish Hamilton
11/20/13	Miguel Carmona	6545 W. Reade Ave Glendale AZ 85301	
11/20/13	AUSTIN D. BEHN	7442 N. 44TH AVE Glendale AZ 85301	Austin D. Behn
11/20/13	DIANA BELLOTTI	~~7420~~ 15420 N. 56 AVE Glendale	Diana Bellotti
			Tony Bellotti

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Date	Name – Printed	Address	Signature
11/14/2013	LARRY L BURGENER	7722 W MICHIGAN AVE 85308	Larry L Burgener
11/14/2013	LINDA J BURGENER	7722 W MICHIGAN AVE 85308	Linda J. Burgener
11/22/13	MATT LAWRENZ	7624 W Villa Rita 85308	Matt Lawrenz
11/23/13	SHARON CORRAL	6046 N 21st Dr	SHaron Corral
11/23/13	EDWARD. CORRAL	6046 N 21st Dr	Edward Corral
11/23/13	JAY LEE	21732 N 85th Ave 85382	Jay Lee
11/23/13	DAVID LEE	21732 N. 85th Ave 85382	David Lee
11/23/13	Lori Lee	9144 W. Lone Cactus	Lori Lee

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TO THE CITY OF GLENDALE – PROPOSED ZONING ORDINANCE CHANGE: ZON-13-04

We, the undersigned hereby, through our signatures, protest any approval of the application filed by the Rose Law Group on behalf of its client, Becker Boards, which would amend the Palm Canyon Business Park PAD to allow for the construction of 2 Billboards on the NW corner of Bell Rd. and the 101 Freeway. For the record, we are also opposed to the granting of any application which would allow or provide for the construction of Billboards along the 101 from 51st Avenue down to north of Northern. Most of these areas are residential and the Billboards, digital or static, are unsightly and will detract from the aesthetics of the impacted communities. This is our neighborhood and you should keep the Billboards down in the Westgate area where they belong. They do not belong in our back yards.

Date	Printed Name	Address	Signature
11/19/13	Lori Pickens	18436 N 75th Ave Glendale	Lori Pickens
"	Andrea Riley	18205 N 75th Dr. Glendale	
"	Robyn Fonk	7547 W Libby St Glendale	
	JUDY JANOSIK	7753 W Libby St. Glendale	
	HARLEY HEMBD	7618 W. JOHN CABOT GLENDALE AZ 85308	
	DeANNA HEMBD	7618 W. John Cabot Glendale Az 85308	
"	DAVID FONK	7547 W Libby St Glendale 85308	
"	Christopher Pickens	18436 N. 75th Ave Glendale 85308	
"	Jamie Moses	7601 W John CABOT Glendale 85308	
"	Joseph Ochap	7630 W. Villa Rita Dr. Glendale 85308	
"	Dorothy Ochap	7630 W. Villa Rita Dr. Glendale 85308	
"	Matthew Moses	7601 W John CABOT Glendale 85308	
	Eric Nahoa	7714 W Ocotillo Rd Glendale 85303	
	Bonnie Mizrahi	6024 W Cereria Glendale AZ 85304	

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Date	Name – Printed	Address	Signature
11/20/13	Christy Lamb	8018 W. Sahuaro Dr. Peoria 85345	Christy D. Lamb
11/20/13	Linnea LORENZ	6134 W. Wood DR Glendale 85304	Linnea Lorenz
11/20/13	J. Max Taylor	11419 N 30TH Ave	Phx Az 85029
11/20/13	Kip Leahy	5802 N. 64th Dr.	Glendale 85301
11/20/13	JIM QUINN	4R2L W. DESERT COVE	GLENDALE 85304
11/20/13	David Platt	6541 W Mission La	Glendale 85302
11/20/13	Gail Renning	10311 N. 61 Ave	Glendale 85302
11/20/13	Robert Renning	10311 N 61 Ave	Glendale 85302

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Date	Name – Printed	Address	Signature
	Lynda Nash	10011 N. 65th Lane Glendale AZ 85302	Lynda Nash
	[illegible] Thomas	7711 N 51ST AVENUE GLENDALE AZ	[illegible] Thomas, Jr.
	Farrell Yancy	5413 W. Palo Verde Ave Glendale 85302	Farrell Yancy
	Jesus Saldana	3032 W Fillmore st Phx	Jesus Saldana
	John Atkisson	6007 W. Alice Ave Glendale 85302	[illegible]
	Lorrie Phillips	4730 W. New World Dr 85302	Lorrie Phillips
	Monique More	10825 N. Biltmore Dr Unit 152 Phx 85029	Monique More
	Randy Bushnell	4235 W Marlette Rd Phx 85029	[illegible]

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Date	Name – Printed	Address	Signature
		Glendale 85308	
11-21-13	Janiece Charles	8736 W Angela Dr Glendale AZ 85303	Janiece Charles
11/21/13	Kristina Cummings	7217 W Morten Ave	K. Cummings
11/21/13	Robert Dodson	7217 W. Morten Ave	Robert Dodson
11/21/13	DeAnna Dallaire	8387 W. Sater Ave	DeAnna Dallaire
11/21/13	Ralph Costanzo	6201 W. Olive Ave.	Ralph Costanzo
11.21.13	Yvonne Davidson	12858 N. 57th Av. Glendale AZ 85304	Yvonne L Davidson
11/21/13	PJ Grogan	43rd & Northern	PJ Grogan
11/21/13	Justin Johnson	112 S Jefferson	Justin Johnson

TO THE CITY OF GLENDALE – PROPOSED ZONING ORDINANCE CHANGE: ZON-13-04

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Date	Name – Printed	Address	Signature
11-21	Gina Leathers	43rd peoria GLENDALE, AZ	
11-21	RICHARD SPAYD	7346 N. 69TH AVE	
11-21	LEE THOMAS	4623 W. ECHO LN GLENDALE	
11-21	SARAH THOMAS	4623 W Echo Ln Glendale, AZ	
11-21	JEREMY HESNY	9222 N. 54TH DR 85302 Glendale AZ	
11-21	Andrew Howard	15921 W. Gelding Drive Surprise, AZ	
11-21	Ashlee Ramos	5136 W Laurie Ln Glendale 85302	
11-21	Anthony Ramos		

Ritz, Thomas

From: Crystal Carter <clc202000@yahoo.com>
Sent: Friday, May 29, 2015 12:57 PM
To: Ritz, Thomas
Subject: Becker proposed billboards

Mr. Ritz , this email is to vehemently oppose the billboards Becker has proposed to put behind my home. This will seriously effect my life and the lives of everyone in Peoria and Glendale. Becker lives in P.V. which does not allow billboards of any kind so he will never know the devastation on his lifestyle!
People deserve peace when they are home not, a 85 ft. tall beast flashing every 8 seconds, that will disrupt everyone living in Peoria and Glendale.
The nocturnal animals living in the area, in the wash, will be living in daylight all the time! What will this do to our wildlife?
I will be in attendance June 4th, to oppose this. Along with many neighbors

Please vote no to Becker!

Crystal Carter

Ritz, Thomas

From: Joy Fenrick <joy.fenrick@gmail.com>
Sent: Thursday, June 04, 2015 2:26 PM
To: Ritz, Thomas
Subject: Digital Billboards are Distracting

Please tell Mr Becker to take his digital litter elsewhere. Mr Becker should keep his fight in his own backyard instead of ruining the beauty of Glendale or Peoria. I sincerely hope that the Glendale Planning and Zoning Committee has a backbone as strong as the powers that be in Paradise Valley. Be strong and give Mr Becker a resounding "NO" to his 'weapons of mass distraction' (paraphrasing a description by Abby Dart, Executive Director of Scenic Michigan regarding digital billboards).

Just Say No!

Sincerely,
Joy Fenrick
18025 N 83rd Drive
Peoria, AZ 85382

Ritz, Thomas

From: Anne Buhrmann <abuhrmann@q.com>
Sent: Thursday, June 04, 2015 3:55 PM
To: Ritz, Thomas
Cc: Anne Buhrmann
Subject: Fwd: Billboards

Dear Mr. Ritz: RE ZON15-03 - This is to let you know that we do not approve of ANY billboards at Bell & 101. They are a blight to Glendale and the 101 Freeway. They are also a distraction to freeway drivers. Tell Mr. Becker NO again.
Please make sure this gets into the Commissioners' packet so that they are aware of the opposition the residents have to this second Application filed by Mark Becker.

The Buhrmann Family (all voters)
Frederick Buhrmann
Anne Buhrmann
Dore Buhrmann
Christopher Buhrmann

Ritz, Thomas

From: Pat Berkel <pjb5953@gmail.com>
Sent: Saturday, May 30, 2015 11:35 AM
To: Ritz, Thomas
Subject: Becker Billboards

Planning and Zoning Commission

I have been a citizen of Glendale since 1977. Never have I seen something like this issue continue to resurface. I think the citizens of Glendale have spoken enough about the proposal of billboards along the 101 at Bell Road. This is not the place for them.

HOW MANY TIMES DO THE CITIZENS HAVE TO SAY NO? Even the City Council has said NO and here it is again.

Please put an end to this issue once and for all!

Pat Berkel
Cholla District

Ritz, Thomas

From: Carrie Black <carrieb@CO-SALES.com>
Sent: Friday, May 29, 2015 4:33 PM
To: Ritz, Thomas
Subject: NO MORE BILLBOARDS

The beauty of our city is being destroyed by the flashing of billboards!
Enough is enough....why would Glendale even consider an 85FT billboard!
It is a distraction and very ugly way of advertising.

NO MORE BILLBOARDS!

Ritz, Thomas

From: Michele Tennyson <micheletennyson@cox.net>
Sent: Friday, May 29, 2015 8:01 PM
To: Ritz, Thomas
Cc: Froke, Jon; Weiers, Jerry; Hugh, Ian; Lauren Tolmachoff; Aldama, Jamie; Chavira, Samuel; Sherwood, Gary; Turner, Bart; Citymanager
Subject: Ritz re: Becker Billboards

Importance: High

Hello Mr. Ritz,

As a resident of the Cholla district since 1999, I am disappointed that we are having to deal with Mark Becker and Becker Billboards yet again. Our community was very vocal with their opposition to Becker's initial requests to install static and digital billboards at the Loop 101 and Bell Rd location, and yet, here we are again being bullied by Becker to fight this yet again. Why? There are few, if any, benefits to the city or the community so why would we want to further tarnish our reputation in the valley by cheapening our highway with 85-foot static and digital boards? Here are my concerns:

1) When Mark Becker held a community meeting on March 18th at the Arrowhead Elementary School, he demonstrated his blatant lack of regard for the citizens of Glendale and Peoria. He pretty much told the crowd that this is how he makes his living and he ***will*** put up these billboards. We all felt discounted and bullied. He had no regard for the impact the billboards would have on the image of Glendale, as well as the residents of both Glendale and Peoria.

2) Despite the appraiser that Becker brought to the meeting, I can tell you as someone who has been actively selling real estate in the valley since 2000, 85' digital/static billboards will not only negatively impact the value of the homes within any sight lines of the billboards, but these lower sales prices will spill over and affect the comps for homes on lots in the same area but not within view of them. While appraisers influence market values, it's the buyer who decides what he/she is willing to pay for a home. Billboards will hurt home values, believe it!

3) Glendale has worked so hard to elevate its image, not only in the Valley, but on a state and national level. We want to be the city that people chose to come to work, live and play because of the high quality of life that we strive so hard to achieve. While the city has struggled with its budget for many years because of the trickle-down effect of a sagging economy locally and nationally, I understand the need to generate new revenue streams, but we should only do so when it makes sense financially. No one has been able to demonstrate that these billboards will generate significant direct revenue, and the promise of indirect revenue because of the monies that local businesses will reap as a result of advertising on these billboards is a game of smoke and mirrors. Please don't sell out our city, and its residents, for what will likely be a pittance. Even if these billboards could generate real money, the negative impact they will have in the long run is not worth it!

4) Our existing Billboard ordinance was crafted with great care to ensure that billboards would only appear in commercial areas zoned M-1 and M-2, and at Westgate, our entertainment district. So why are we having to expend monies addressing this again? I'm guessing that it could take many years just to recapture via thinly promised revenue the actual dollar value of the staff time that has been expended on this request. I've also been told that there is language in our PAD ordinance that could potentially be interpreted as a loophole to allow signage...but does that directly translate to billboards? I think not, but I'm not an attorney. If this is true, fix it! Why didn't our city attorney(s) catch this at the time the original language was written, and further, why wasn't it amended after the first pass by Becker? How many times do we have to hit our heads against the wall before we recognize that it hurts?

5) Allowing Becker to win this battle sets a dangerous precedent for other installations. Anyone who believes otherwise is a fool.

6) I had heard that this item wasn't supposed to be brought before the council until sometime in September, but somehow it got pushed forward to June 4th for the Planning Commission's consideration, and I believe June 23rd for Council vote. If this is true, it's hard not to believe this was done intentionally with the hope that many people would be preoccupied with vacations or busy with having kids out of school. It smacks as a deliberate effort to keep down citizen participation which I find reprehensible. Again, if this is true, shame on those who are responsible.

In closing, as a past member of the Planning Commission, and as a past elected official in the state of Washington, I hold firm to the mindset that commission members and elected officials owe a fiduciary responsibility to their constituents. I pray that the Planning Commission members, and subsequently the Mayor and Council, will do the right thing and vote NO on this request. Please don't sell us out! Please listen to the desires of the citizens of Glendale to move forward to grow our community in the right way, a way which will ultimately attract businesses and residents who will bring REAL revenue to the city and not false promises.

Respectfully,

Michele Tennyson
REALTOR, ABR, CDPE, CRS, BA
HomeSmart TOP

The Tennyson Team
Selling Arizona one home at a time since 2000!
17215 N. 72nd Drive, B-115
Glendale, AZ 85308
c/623-203-0200
eFax/602-733-5365
Email: MicheleTennyson@cox.net

It is my privilege to assist you with your real estate needs, and an honor to receive your referrals.

The contents of this email are private and confidential. To that end, if you believe you have received this email in error, you are advised to immediately delete this email and contact the sender. Thank you.

Ritz, Thomas

From: johnkrystek@cox.net
Sent: Saturday, May 30, 2015 11:36 AM
To: Ritz, Thomas
Subject: Bill Boards

Please send this message to Planning Commission.

Good afternoon: My name is John Krystek, a Glendale resident since 1976. I live in the Suhaura District and am a Commission member for the Parks and Recreation Commission and a 36 year retiree from the Glendale Police Department. Glendale has been my life and I am so proud of the standards we have maintained. I am appalled that the bill board issue is being brought back before the Commission even after City Council turned it down. The visual pollution caused by these type of lighted billboards is unacceptable. Becker Billboards can say what they want (they are in business to make money, not protect the living quality of our neighborhoods) but the Commission must again reject the billboards. I have seen neighborhoods with these type of billboards and it is not pretty. Do we want our city to be littered with billboards and advertising or a city of pride with planned development. I urge you to vote "NO" on the new request for billboards. Thank you. john Krystek

Sent from Windows Mail

Ritz, Thomas

From: Bryce Reichert <bryce831@hotmail.com>
Sent: Saturday, May 30, 2015 1:43 PM
To: Ritz, Thomas; Turner, Bart; Hugh, Ian; Itolmachoff@glendaleaz.com; Aldama, Jamie; gsherwoood@glendaleaz.com; Chavira, Samuel; Mayor Weiers
Subject: Becker Boards

I am not sure why "no" does not mean "no"? How is it that Becker can keep coming back to the city of Glendale and try to shove this monstrosity down the throats of people who clearly do not want these billboards? There can be only one reason, and that is money. Either someone on the city council can be bought and paid for, or they feel it will be a feather in their cap to have revenue brought to the city of Glendale from these billboards. Never mind the fact that the people it will impact the most do not want it. I am sure that Mr. Becker knows this, who in their right mind would ever allow it? Hint: only those that profit from it. This is visual pollution, pure and simple, and I do not want Becker and his cronies crapping in my backyard.

I have lived in this house for over 22 years now and I'm not about to have my neighborhood destroyed by this visual piece of trash. So I say to those on the Glendale city council who would vote yes for such a project, I will do everything in my power to see that you are voted out. Shame on those who would even remotely consider a "yes" vote.

Bryce Reichert
17871 N. 83rd Dr.
Peoria, AZ

Ritz, Thomas

From: Suellen Brady-Nugent <sbnuge@gmail.com>
Sent: Saturday, May 30, 2015 3:06 PM
To: Ritz, Thomas
Subject: Becker billboards

Dear Mr.Ritz and P&Z Commissioners:

Please include this email in the Commissioners packet.

Re: ZON 15-03

It is with great disdain that I find it necessary to again spend my time protesting Mark Becker and his latest attempt to clutter our neighborhood and the streets of our city, Glendale, with his large, digital billboards.

How many times is Mark Becker going to bully his way into our city and waste our city resources, time and money before he is stopped for good? This is our city, it is our neighborhood and we citizens of Glendale should be allowed to enjoy our beautiful neighborhoods without having to fight against billboards. Ask yourself, why doesn't Mark Becker put his billboards up in Scottsdale and Paradise Valley? Well the answer is simple, those cities do not allow his billboards! Well Glendale doesn't either and we do NOT want the ordinance changed for him or any other billboard company.

Please vote against changing our Glendale city ordinance that would allow Becker billboards to invade not only at the 101 and Bell Rd but anywhere in Glendale that is currently protected. I feel it is extremely important that Glendale, as a city, be good neighbors and I can tell you first hand that allowing these billboards would devastate areas of our neighbor Peoria.

Please, P&Z Commissioners, I beg you, please send this outsider, Mr. Becker a strong message NO BILLBOARDS!!!

Thank you,

Suellen Brady-Nugent
Thomas Nugent
7609 W Escuda Ave
Glendale, AZ 85308

sbnuge@gmail.com
tdnuge@gmail.com
623-594-6076

SBN

via iPad

Ritz, Thomas

From: Kris Vann <kristinevann@aol.com>
Sent: Sunday, May 31, 2015 10:59 AM
To: Ritz, Thomas
Subject: No to Becker Billboards!

Just because Mr. Becker can not take no for an answer, we must not change zoning for him.
Please vote no to Becker Billboards!

Thank you,
Kristine Vann
7730 W Villa Rita Drive
Glendale AZ

Sent from my iPad

Ritz, Thomas

From: jendeines <jendeines@cox.net>
Sent: Sunday, May 31, 2015 4:56 PM
To: Ritz, Thomas
Subject: ZON 15-03 Mark Becker - Billboards at Bell & the 101

Dear Mr. Ritz,

I feel like a broken record writing you again, but I want my opposition to be known. I am against billboards at Bell Road and the 101. I live in Hidden Manor, a residential neighborhood located very close to the proposed location.

It is important to me that my neighborhood remains protected under current zoning laws. Currently, Glendale allows Billboards in Industrial areas, please don't turn my neighborhood into an industrial area by allowing billboards so close.

Allowing billboards on this parcel of land would ensure no building or future development will take place. No business would elect to share that location with two 85-foot billboards towering over them. Furthermore, it sets a dangerous precedent to allow billboards on other PADs. Becker Boards claims to have business owner support for billboards, that is fine. Let them advertise in industrial and entertainment districts were billboards are zoned.

Please don't change the zoning to allow billboards in my backyard.

Sincerely,
Jennifer Deines
Sauro Resident

Ritz, Thomas

From: terry kiser <terconkise@msn.com>
Sent: Sunday, May 31, 2015 6:21 PM
To: Ritz, Thomas; Froke, Jon
Subject: ZON 15-03 - Billboards

Gentlemen:

Would you please make sure that each member of the Planning Commission receives a copy of this e-mail in his packet for the Becker Boards Large, LLC application for a zoning change to allow billboards at Bell Rd. & the 101.

I am adamantly opposed to allowing Mr. Becker to work the Glendale system in order to get approval for his billboards at Bell & the 101. The City of Glendale has already said NO and apparently he believes he can keep coming back and back until he wears the opposition out and can get approval for this hideous plan of his.

These and any Billboards are:

- Unsightly - and a relic from the past.
- Are in the backyards of our Peoria neighborhood north of Arrowhead Honda. Is Glendale really thinking about turning a blind eye to the devastating impact this will have on them?
- Unsafe. I have, for years. travelled the 101 from Union Hills to the I-10 to go to work. Even the Billboards at Westgate are a distraction to drivers.
- A driving risk to everyone. If we ask people not to text while driving, how can you justify asking them to read Las Vegas Style Billboards while driving?

I ask that you deny the Becker Boards Large, LLC application at your meeting on June 4th. THE RESIDENTS OF GLENDALE HAVE ALREADY SAID THEY DON'T WANT THEM ON OUR FREEWAY - WHETHER THEY ARE 60 FEET HIGH OR 85 FEET HIGH. TELL MR. BECKER UNANIMOUSLY NO AGAIN.

Terry Kiser, Attorney
7644 W. Michigan Ave.
Glendale, AZ 85308

Ritz, Thomas

From: ploper@cox.net
Sent: Sunday, May 31, 2015 6:52 PM
To: Ritz, Thomas
Subject: Billboards

I am a resident and registered voter in the Arrowhead area of Glendale. I have signed petitions and attended meetings expressing my opposition to any additional billboards in Glendale. I m still opposed and can't understand why officials in Glendale can't seem to understand the residents in this area do not want any billboards.

Ritz, Thomas

From: jdivel0614 <jdivel0614@aol.com>
Sent: Sunday, May 31, 2015 8:04 PM
To: Ritz, Thomas
Subject: BILLBOARDS

ZON:15-03 MARK Becker I am opposed to the billboards at Bell& the 101. Jane Divelbiss

Sent from my Verizon Wireless 4G LTE smartphone

-------- Original message --------
From: jendeines <jendeines@cox.net>
Date: 05/31/2015 4:41 PM (GMT-07:00)
To: Jane Divelbiss <jdivel0614@aol.com>, Pamela Loper <ploper@cox.net>, Pat Geerling <pat.geerling@gmail.com>, "<dainaphx@cox.net>" <dainaphx@cox.net>, Debby Kray <dlkray@att.net>, Jeanne Scovel <jhscovel@me.com>
Subject: billboards- can you help?

Hi ladies,

We are back battling the billboards. This time they have amended the application to include several digital faces, still 85 feet tall, with a total of five faces. A friend of mine dropped of some petitions last week and the city planner commented they hadn't received much opposition this time around. I was under the mistaken impression my original opposition still counted, but I guess not. If you have time can you please email the city planner and tell him you are against the billboards. It doesn't have to be a lengthy letter, really one sentence saying I live in Glendale and am opposed to billboards will do. We are looking for volume so if you can forward this to anyone or send a letter from a different email address it would help. Planning and Zoning are meeting Thursday, June 4th, so try to send your letters before then.

ZON Tritz@glendaleaz.com.
Ref. ZON 15-03 Mark Becker - Billboards at Bell & the 101.

Thanks so much!
~jen

Ritz, Thomas

From: jwood81@cox.net
Sent: Saturday, May 30, 2015 8:04 PM
To: Ritz, Thomas

Sent from Windows Mail
To whom to may concern,

I am writing to you about the proposed billboards at Bell Road and the 101. My family lives in the Peoria neighborhood just west of the proposed billboard site. Having 85 foot billboards just across the river bed from my neighborhood will be horrible. They will be large, bright and an eye sore. We will see them every time we leave our house - when my husband and I walk our dog, when I go to and from work, and when we ride on the trail behind our neighborhood.

We are very upset that your city would consider erecting billboard so close to our neighborhood. The folks in our neighborhood, including my husband and I, shop at your stores and attend your sporting events. We are part of the same community as your city.

If the proposal is passed, my husband and I have decided to stop spending money in your city even though it is very close to us. Why would we continue to spend our money in a city that does not care about our of quality of life?

I hope you will vote against the proposed bill boards.

Thank you,
Mary Wood

Ritz, Thomas

From: Froke, Jon
Sent: Monday, June 01, 2015 8:13 AM
To: Linda Bromert
Cc: Perry, Tabitha; Ritz, Thomas; Figueroa, Diana
Subject: BILLBOARDS

Good Morning. Thank you for your input.

-----Original Message-----
From: Linda Bromert [mailto:lrb1965@me.com]
Sent: Sunday, May 31, 2015 9:07 AM
To: Froke, Jon
Subject: BILLBOARDS

When does NO mean NO?
This issue has been voted on previously and the community is against billboards in this area.
Hidden Manor is overwhelmingly against billboards and ask that the committee vote NO to allow billboards!

Ritz, Thomas

From: Froke, Jon
Sent: Monday, June 01, 2015 8:12 AM
To: Kris Vann
Cc: Perry, Tabitha; Ritz, Thomas; Figueroa, Diana
Subject: RE ZON 15-03

Thank you for you input.

-----Original Message-----
From: Kris Vann [mailto:kristinevann@aol.com]
Sent: Sunday, May 31, 2015 11:02 AM
To: Froke, Jon
Subject: RE ZON 15-03

No to Becker Billboards!!!

Kristine Vann
7730 W Villa Rita Drive
Glendale AZ

Sent from my iPad

Ritz, Thomas

From: Sterns <jhbastern@cox.net>
Sent: Monday, June 01, 2015 10:40 AM
To: Ritz, Thomas
Subject: ZON 15-03 Mark Becker - Billboards at Bell & the 101

Thomas Ritz, Senior Planner
City of Glendale Zoning Commission

My name is John H. Stern and I am president of Arrowhead Ranch Phase 1 Homeowners Association. The association is located south of 101 between 67th Avenue and 75th Avenue in the City of Glendale and is comprised of 1530 homes representing more than 5,000 residents of the City of Glendale. At a recent meeting of our Board of Directors opposition to the billboards requested above was discussed in detail and was opposed unanimously by the board. This matter was also discussed at our annual meeting and all homeowners who spoke opposed the billboards. No one spoke in favor of the billboards. At our board meetings each month all homeowners who have attended have opposed the billboards. Also, in my discussions with homeowners of the association all who I have discussed the matter with have opposed the billboards. The general feeling of the homeowners is that billboards are a safety hazard drawing the attention of drivers away from operating their vehicle. Also, the billboards are detrimental to the appearance of the area and reduce property values as they are unsightly and interfere with the enjoyment of the area by homeowners. There is also a fear that if these billboards are approved that additional attempts will be made to install more and more billboards along 101 and throughout the City of Glendale. Glendale has done a good job in controlling the number and locations of billboards and has in place an effective ordinance controlling such. Therefore, we request that the Zoning Board deny the application.

I and my wife, Barbara, as residents of Glendale personally oppose the installation of these billboards or any billboards in the City of Glendale.

Ritz, Thomas

From: Jeanne Scovel <jhscovel@me.com>
Sent: Monday, June 01, 2015 12:27 PM
To: Ritz, Thomas
Subject: 15-03 Mark Becker-Billboards@Bell& the 101

Dear Mr. Ritz,
We are Glendale residents and we are opposed to polluting our community with the above-mentioned billboards.
Please take our objections under advisement.
Thank you for your attention to this matter.
Richard and Jeanne Scovel

Sent from my iPad

Ritz, Thomas

From: William Traugott <whtraugott@centurylink.net>
Sent: Monday, June 01, 2015 12:47 PM
To: Ritz, Thomas
Subject: Billboards on Highway 101 at Bell

Planning Department
Glendale, Arizona
Re: Billboards on Highway 101 at Bell

As a citizen of Glendale and resident adjacent to the proposed billboards, please register my vote as following:

NO BILLBOARDS ALONG HIGHWAY 101 BETWEEN BELL AND UNION HILLS

The following are reasons (among many):

- Billboards had been prohibited along Interstate Highways once. Lady Bird Johnson--President L.B.Johnson's wife--had worked to beautify the nation's highway system by eliminating billboards and having flowers planted.
- Innocent apartment dwellers on the east side of Highway 101 at Bell and Union Hills will be subjected to lighted signs from early morning to late in the evening. Not homeowners in Glendale, these individuals have had no vote in this disastrous proposal. These individuals have a right to privacy and an unhindered place to dwell.
- Twice previously has this proposal for billboards been rejected, and it should be rejected again.
- The only individual served is the owner and proposer of these billboards--who is a resident of a wealthy suburb in eastern portion of the Valley.
- The proposer's home will not be subjected to the changing lights nor decline in property values--while these signs will mark homeowners' property as unrestricted--while the proposer insists on restrictions for his neighborhood and home.
- The height of the billboards will be an eyesore for years to come and mark the area as a "lower class" neighborhood.
- On overcast nights, the lights will travel far distances into surrounding neighborhoods. Apartment dwellers, as well as homeowners in Arrowhead and Peoria, should not be subject to flashing ads along the highway.
- Current lighting in the area has nothing to do with the presentation of a projected tower with lighted signs atop, since current commercial lighting has restrictions on height and placement.
- Other suburbs have prohibited the placement of similar billboards. Perhaps the proposer should have one placed near his home so that he may observe what he wants others to see.
- Finances--surely the city of Glendale can find better and more beautifying sources of income than what will be provided through the placement of signs along its thoroughfares. Surely the City Council would not permit such signs to be placed in downtown Glendale--as added income.
- Religious representation--this matter has nothing to do with clergymen and churches, since the U.S. Constitution prohibits the mixing of church and state. Presumably the clergymen (women) would underline that principle.
- The proposal once more tastes of a few people with the proposer realizing undue profits at the expense of middle and lower-class citizens in Glendale.

Please vote NO on the proposal for billboards!

William H. Traugott, Th.D.
Resident of Glendale
Retired Professor and Author

Ritz, Thomas

From: emprice3016@aol.com
Sent: Monday, June 01, 2015 1:10 PM
To: Ritz, Thomas
Subject: Ref. ZON 15-03 Mark Becker - Billboards at Bell & the 101.

I live in Glendale and am opposed to billboards

Eileen Price
18216 N 75th Ave
Glendale, AZ 85308

Ritz, Thomas

From: Nancy Reichert <nreichern@hotmail.com>
Sent: Monday, June 01, 2015 6:05 PM
To: Ritz, Thomas; Turner, Bart; Hugh, Ian; itolmachoff@glendaleaz.com; Aldama, Jamie; gsherwoood@glendaleaz.com; Chavira, Samuel; Mayor Weiers
Subject: I'm opposed to the Becker billboards!

I am opposed to the billboards. I have lived in this neighborhood for 22 years and am the original home owner. This is a stable neighborhood but the billboards would wreak havoc on this stability. Not only would our homes lose value but our privacy and enjoyment of our property would be gone. These billboards are visual **POLUTION!!**

The only people that want these are those who will make money off this deal. You need to ask yourself.....what are you **gaining** by voting for the billboards, how does this impact your life. What is in your heart and mind? Would you vote yes if you lived adjacent to these signs. This will only harm the community.

Please support vote **NO!**

Thank you,

Nancy Reichert
17871 N. 83rd Drive
Peoria, AZ 85382

Ritz, Thomas

From: Doug Cox <dcox41@cox.net>
Sent: Monday, June 01, 2015 6:24 PM
To: Ritz, Thomas
Subject: NO BILLBOARDS AT 101 AND BELL RD

To whom it concerns,

I am a resident along the New River wash and my home, as well as my neighbors, will be directly affected by these proposed Billboards located at 101 and Bell Rd. The view from our homes along the wash will no longer be of peaceful enjoyment but that of 24/7 advertising and flashing lights all night long. Please keep these billboard where they belong, in the sports district not our backyards.

Please don't let Becker Boards mess with our great community.

Douglas Cox
Peoria Resident and Glendale Neighbor.

Ritz, Thomas

From: John Wood <20SPORTSTER04@COX.NET>
Sent: Monday, June 01, 2015 8:48 PM
To: Ritz, Thomas
Subject: No to Billboards at SR101 and Bell Rd

I am writing to you about the proposed billboards at Bell Road and the SR-101. My family lives in the Peoria neighborhood just west of the proposed billboard site. Having 85 foot billboards just across the river bed from my neighborhood will be horrible. They will be large, bright and an eye sore. We will see them every time we leave our house - when my wife and I walk our dog, when I go to and from work, and when we ride on the trail behind our neighborhood. The billboards will have a negative effect on the quality of life for our neighborhood. The billboards will distract from the scenery along this section of SR-101 as it runs parallel with the New River. The billboards will not only affect the neighborhoods along the river bed but also would affect the wildlife that uses the river bed.

Although I am not a Glendale resident, I looked at the Glendale Zoning Ordinance and found the following:

Digital Billboards Zoning Ordinance Amendment

A Zoning Text Amendment, ZTA11-01, was approved on June 26, 2012 concerning the placement of Digital Billboards. The ordinance went into effect on July 26, 2012.

The Zoning Text Amendment, ZTA11-01 provides for a new definition and a new section to enact zoning regulations to permit digital billboards along the Loop 101 in the Sports and Entertainment District between Northern Avenue and Camelback Road.

Digital Billboards continue to be prohibited in all other areas of the city. This includes a prohibition along the north Loop 101 between Bell Road and 51st Avenue, and along Grand Avenue. Digital Billboards will continue to be prohibited along the Loop 303 and Northern Parkway as well.

A new section for digital billboards will prevent placement on small sites which could negatively impact neighboring areas and property values.

We are very upset that your city would consider erecting billboards so close to our neighborhood. The folks in our neighborhood, including my wife and I, shop and attend sporting events in your city. We are part of the same community as your city.

If the proposal is passed, my wife and I have decided to stop spending money in your city even though it is very close to us. Why would we continue to spend our money in a city that does not care about our of quality of life?

I hope you will vote against the proposed billboards.

Ritz, Thomas

From: Bryce Reichert <bryreich83@gmail.com>
Sent: Monday, June 01, 2015 6:11 PM
To: Ritz, Thomas; Turner, Bart; Hugh, Ian; itolmachoff@glendaleaz.com; Aldama, Jamie; gsherwoood@glendaleaz.com; Chavira, Samuel; Mayor Weiers
Subject: [SUSPECTED SPAM] Opposed to Becker Boards!

I am opposed to the billboards. I have lived in this neighborhood for 22 years and am the original home owner. This is a stable neighborhood but the billboards would wreak havoc on this stability. Not only would our homes lose value but our privacy and enjoyment of our property would be gone. These billboards are visual **POLUTION!!**

The only people that want these are those who will make money off this deal. You need to ask yourself.....what are you **gaining** by voting for the billboards, how does this impact your life. What is in your heart and mind? Would you vote yes if you lived adjacent to these signs. This will only harm the community.

Please support vote **NO!**

Thank you,

Nancy Reichert
17871 N. 83rd Drive
Peoria, AZ 85382

Ritz, Thomas

From: Nicole King <nlk8920@gmail.com>
Sent: Tuesday, June 02, 2015 12:15 PM
To: Ritz, Thomas
Subject: No billboards

To whom it may concern,

We do not want a billboard built in our neighborhood off the loop 101 and Bell. These billboards do not belong in our community!

Nicole

Ritz, Thomas

From: JERRY WEISS <jlw505@msn.com>
Sent: Tuesday, June 02, 2015 10:36 AM
To: Ritz, Thomas
Subject: Becker Billboards

Planning & Zoning Committee Members:
Committee Members:

It is with growing frustration and confusion that I learned that your committee will once again consider a zoning variance request from Becker Billboards Company; a request to place huge billboards along the West Valley recreational corridor. I am frustrated because Mr. Becker cannot accept the fact that the residents do not want these billboards in our neighborhood and each time his request gets defeated, he simply makes a small modification to the proposal and starts the process all over again. I am confused by the fact that local governmental bodies continue to give Mr. Becker another opportunity to try and sell his proposal even though the affected residents in Glendale and Peoria have loudly expressed their opposition. We have repeatedly made it clear that we do not want any more billboards installed within our neighborhood; it's not Mr. Becker we dislike, it's his proposed product.

It would seem to me that if this proposal truly has merit, if it deserves consideration by a Planning and Zoning Committee and City Council, it should take place in Paradise Valley; Mr. Becker's community rather than in ours. I find it ironic that he isn't making this same proposal to his neighbors; that he isn't committed to creating an eyesore in his own neighborhood rather than continually trying to convince the residents in Glendale and Peoria that we should allow him to construct one in ours. If these billboards have no effect on property values; if they do not create a safety concern for passing drivers; if they do not detract from the natural aesthetics, then why are they prohibited in other communities such as Paradise Valley?

I would ask that once again, the Planning and Zoning Committee reject Becker Billboards proposal to construct billboards along the West Valley recreational corridor and that you send a clear message of opposition to the City Council. The residents of both communities will appreciate your support in this regard.

Respectfully

Jerry L. Weiss
17441 N. 84th Drive
Peoria, AZ 85382

Jerry L. Weiss jlw505@msn.com

Ritz, Thomas

From: Kelly Sufian <kellysufian@gmail.com>
Sent: Tuesday, June 02, 2015 12:24 PM
To: Ritz, Thomas
Subject: Fwd: BECKER BILLBOARDS
Attachments: IMG_3469.JPG

Dear Glendale City Council Members,

My name is Kelly Sufian. My husband, Ayman Sufian and I are against the proposed billboards on the 101 & Bell Road. This is not something we want to see from our back yard every day. When Becker Boards erected the crane on March 13th I left work early so I could come home to see where the proposed sign would be and how it would effect our view from the backyard. It was worse than expected, I could see the proposed sign sitting in my favorite chair on my patio. I have photos showing how this would impact the view from our home.

We purchased our home back in 2002. We are approximately the 6th house that backs to the wash where Becker Boards want to erect their signs. When we purchased our home we visited often to see if the freeway etc would be something we could live with ... the freeway noise is like a background noise...kind of like an ocean sound...only on low cloud days does it sound loud which is not very often in AZ. If there was a sign it would have had a larger impact...IS THAT SOMETHING WE WANT TO LOOK AT EVERY DAY? NO IT IS NOT!!!

Becker boards had a appraiser show up to his meeting at Arrowhead Elementary School on March 18th to dispel the notion that is would impact the homes financially when on the market. As a former realtor of 14 years, I want to dispute that fact, it does have an impact on resale values. If a buyer has a choice between a home with a view of a billboard and a home without for the same amount of money ... they will choose the home without the billboard view. As my husband states on a regular basis..."who cares about resale... this is something WE have to live with as we don't plan to sell anytime soon".

In addition to our concerns over the view from our yard we also believe this will not be as financially beneficial as Mr. Becker proposes since most of the ads seen on freeways/billboards are "generalized", Subway, Beer etc... they will not necessarily directing traffic to Glendale businesses. Even if they were directional to the Arrowhead mall/businesses, the sign would not be seen in enough time as it is on the "wrong" side of the street and too close to the exit for drivers to act upon in a safe manner. We believe there are enough billboard signs located south of us, near the Glendale Rd area that do not have an affect on home owners that Becker Boards does not need to mar the enjoyment of our personal homes.

Becker boards also mentioned Amber Alerts that he would have the ability to post ...the freeway sign that is less than a half mile away will accomplish that without his "help".

In conclusion we again want to state we do not want the billboards "in" our backyard or close to our community.

Thank you in advance for your time.
Yours truly,
Kelly & Ayman Sufian

03/13/2015

Ritz, Thomas

From: Bejee50@aol.com
Sent: Tuesday, June 02, 2015 1:39 PM
To: Ritz, Thomas
Subject: (no subject)

I am Beverly Wright living at 7743 West Libby Street in Glendale, AZ and I am once again letting you know that I am opposed to the Billboards desired for the corners of Bell Road and the 101. This having been voted down once before should have settled this issue. The fact that you would even discuss it again seems a gross manipulation of your constituents.

Ritz, Thomas

From: Paul Carter <clc202000@gmail.com>
Sent: Tuesday, June 02, 2015 1:59 PM
To: Ritz, Thomas
Subject: Becker Proposed Billboards

Mr. Tritz, I'm sending this to oppose the Becker Billboards. We already fought this once, and defeated it. We don't want it right behind our house, it will light up our whole backyard. My wife has a hard time sleeping. If it lights up our bedroom windows, she won't be able to sleep at all.
Is Becker going to put Plantation shutters on everyone's window's to keep the light out?
I will be there June 4th for the meeting.

Paul Carter

Ritz, Thomas

From: Sean and Janet Lee <idesert1@yahoo.com>
Sent: Tuesday, June 02, 2015 2:40 PM
To: Ritz, Thomas; Weiers, Jerry; Hugh, Ian; Turner, Bart; Chavira, Samuel; Sherwood, Gary; Citymanager; Tolmachoff, Lauren; Aldama, Jamie; Froke, Jon; Citymanager
Subject: BECKER BILLBOARDS - Please help defeat this issue once and for all

Dear Mr. Ritz,

My husband, Sean, and I have been living in Cholla District since 1987 and am following up on a letter that another resident and, hopefully, many others have sent you. We hope you can sense our utter frustration with having to deal with Mark Beck and Becker Billboards **once** again. Our community was very vocal with their opposition to Becker's initial requests to install static and digital billboards at the Loop 101 and Bell Rd location, and yet, here we are again being bullied.

We don't not understand why? As we and many have stated before, there is no economic benefit to our City with these Billboards.

Mark Becker held a community meeting on 3/18/15 at Arrowhead Elem. and showed how little he cared for the regard of the citizens of our city or Peoria for that matter. The meeting only made us realize that he will put up these billboards as he feels the existing billboard ordinance of Glendale will let him get away with erecting them . This is our neighborhood not a commercially zoned or an entertainment district. What is the Loophole that the City offices failed to catch and why, why wasn't it amended after we dealt with Mark Becker the first time? Perhaps there is more going on here that we, the residents, are not aware of. Originally the first meeting this Thurs. the 4th was to present the issue and then vote, we thought in September....and here it is set for June 23rd...why are they rushing this through?

We appreciate the support we have received from Cholla Representative, Lauren Tolmachoff and only hope that the Planning Commission members, along with the Mayor and Council, will do the right thing and vote NO on this request. **Please** listen to the desires of the citizens of Glendale - Please don't sell us out!

Sean and Janet Lee
6305 W. Hill Lane
Glendale, AZ 85310
Cholla District
623-561-1134

The highest wisdom is kindness.
Talmud

Ritz, Thomas

From: Heather Godel <heathergodel@centurylink.net>
Sent: Tuesday, June 02, 2015 4:09 PM
To: Sean and Janet Lee; Ritz, Thomas; Weiers, Jerry; Hugh, Ian; Turner, Bart; Chavira, Samuel; Sherwood, Gary; Tolmachoff, Lauren; Aldama, Jamie; Froke, Jon; Citymanager
Subject: Re: BECKER BILLBOARDS - Please help defeat this issue once and for all

We are in full agreement with Sean and Janet about this mess!!!! Please do not let this go through. Heather and Gary Godel

From: Sean and Janet Lee
Sent: Tuesday, June 02, 2015 2:40 PM
To: tritz@glendaleaz.com ; Mayor Jerry Weiers ; Ian Hugh Vice Mayor ; Bart Turner ; Samuel Chavira ; Gary Sherwood ; Brenda Fischer ; Lauren Tolmachoff ; Jamie Aldama ; Jon Froke ; citymanager@glendaleaz.com
Subject: BECKER BILLBOARDS - Please help defeat this issue once and for all

Dear Mr. Ritz,

My husband, Sean, and I have been living in Cholla District since 1987 and am following up on a letter that another resident and, hopefully, many others have sent you. We hope you can sense our utter frustration with having to deal with Mark Beck and Becker Billboards **once** again. Our community was very vocal with their opposition to Becker's initial requests to install static and digital billboards at the Loop 101 and Bell Rd location, and yet, here we are again being bullied.

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Sean and Janet Lee
6305 W. Hill Lane
Glendale, AZ 85310
Cholla District
623-561-1134

The highest wisdom is kindness.
Talmud

Ritz, Thomas

From: Rosemary Beyer <oudance2@hotmail.com>
Sent: Wednesday, June 03, 2015 8:55 AM
To: Ritz, Thomas
Subject: No Billboards!

Dear Glendale Planning Department,
My husband and I urge you to deny placing that huge billboard that Mr Becker wants to deface our area with. We live in Hidden Manner and know that if you allow this 5-sided eyesore, there will be more and more. Please consider the seriousness of this decision and how the future of the area will be changed forever.
Please, vote NO!
Rosemary and Brian Beyer

Ritz, Thomas

From: Helen Hartman <Helen@hkcpas.com>
Sent: Wednesday, June 03, 2015 9:46 AM
To: Ritz, Thomas
Subject: Billboards

Good morning,

I wanted to write you about the billboards proposed for the area next to the 101 freeway between Bell road and Union hills. As a homeowner who backs up to that area I am opposed to billboards being put up where there is a residential area so close. I am also disgusted that we have to be writing this again and protesting again when a year ago we made it quite clear that these monster neon beasts had no business in our back yards and everyone at that time agreed. To have to fight this year after year is crazy. I understand things change, however there should be a limit how often we have to fight this.

When Mr. Becker did the demonstration with the crane we definitely had a view of that fake sign from our yard and a major view of it from our bedroom. No matter what anyone says the glow from a neon sign can be seen for a long distance. All you need to do is go by the billboard north of the 101 near Cave Creek Road to know that. I drive by that sign every night and let me tell you the light from it is definitely a distraction when you are on the freeway, and it's further away than these signs would be. When you are on the street near the sign everything is lit up. To fight this Mr. Becker showed us an aerial view of the area and said, you already have a lot of light, you shouldn't complain about this. What he doesn't know as he doesn't live in the area is that we don't see most of those lights, especially where we are, and this would definitely impose a great amount of light in our bedroom area. Also, if we have such a bright area then there is certainly no need of more bright signs, especially north of Bell Road.

I bought my house for the location and for the beautiful view, I enjoy seeing the stars out at night from our back yard and I intend to be here for many years. I shouldn't have my view marred because one man (or one company that will benefit from that sign) refuses to take the homeowners in the area into consideration. There is an entertainment district not much further down the freeway, that is where these signs belong (if anywhere) not in my backyard! There has been talk of value and such, and I know that for every appraiser Mr. Becker has that says it won't affect value and can have one that says it will, but what I can say is that given two houses where everything is the same the house with the sign behind it will sell slower and for less money, no matter what his experts say, that is what all active real estate professionals say! Now I don't intend to move for a long time, if ever, but it is a consideration.

I am trying to be nice about everything, but believe me I am red with anger about this. We moved into the area with the knowledge that tall signs could not be put up in the area, also that no billboards were allowed, so why now should they be allowed, because Mr. Becker and the people who own that land will gain, well the rest of us will lose and somewhere along the line people and their lives and homes must count more than the profits of a couple of businesses!!!!!

Thank you for taking me, a Peoria homeowner into consideration when you make you decision.

Sincerely,
Helen Hartman

House Kaplan, CPAs, P.C.
4611 E. Shea Blvd #210
Phoenix, AZ 85028
(480) 948-3334 Office
(480) 948-5616 Fax

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Ritz, Thomas

From: allheartfamily@aol.com
Sent: Wednesday, June 03, 2015 10:40 AM
To: Ritz, Thomas
Subject: Billboards

Mr. Ritz,

With the meeting about the billboards one day away I thought I should let you know what I think of the billboards as a resident of the neighborhood directly adjacent to the proposed signs.

As I'm sure you understand I don't want these neon lit signs in my back yard, and in my back yard they will be. When Mr. Becker did his "test" I was home and was certainly able to see the sign from my backyard as well as from inside my house. I bought a house with a view, not a view of a billboard and I think I should be able to keep it that way. The laws do not allow for these billboards and Mr Becker should not be allowed to disrupt the wonderful life that we in this Peoria neighborhood have. You may say I'm exagerating, however every morning when I get up and look out the window I will see it and be aggravated, when I have my coffee outside in the morning I will see it and be aggravated, in the evening when it's dark and I watch TV I will really see it as the lights will be even more visable and I will be even more aggravated, when I go out at night to star gaze I will see it as it will disturb my seeing a great many of those stars, so yes the value of my day to day life will greatly be reduced, and so will those of all my neighbors. I could talk about the value of homes, the disturbance on the freeway from a bright sign (and it is a distraction, make no mistake), the way neighborhood near signs go down etc. etc. etc., however I know for every fact I list Mr. Becker will list a contradictory point so I won't even bother, but I do believe all those things will happen.

I understand making a profit, I'm a business owner myself, but to do so at the expense of so many homeowners seems the epitome of bad business, and the height of Glendale being a bad neighbor. Please remember that although we don't live in Glendale we do shop in your city, go to the movies in your city, eat in your city and pay a great deal of sales tax in your city so what your city thinks of us should be important, as our opinion of you should be important, we are neighbors and neighbors should work together, I know those of us in Bell Park work together and we would like you to join us.

I realize you are not the final answer, but the suggestion of your commission holds a great deal of weight for the next vote, so please think long and hard - if these signs were going to be that close to your back yard would you vote yes? I think you would vote no and I am asking that the commission give a no vote to changing the law to allow these billboards anywhere that is not an entertainment district, anywhere that homeowners will have to suffer!

Thank you for your time.

Sincerely,

David Hartman
Homeowner Peoria AZ

Ritz, Thomas

From: ken watt <maui3kklwatt@yahoo.com>
Sent: Wednesday, June 03, 2015 11:26 AM
To: Ritz, Thomas
Subject: Billboards proposed on the 101 at Bell by Becker Billboards

Dear Glendale Planning and Zoning Committee,

The purpose of this email is to express our STRONG opposition to Becker Billboards proposal to put two flashing eight story high billboards at the 101 and Bell. We are residents of Peoria however we are also your neighbors. Since both of these "monsters" will be literally located in our back yard we are asking that you recommend against Mr. Becker's proposal.

The signs will destroy the views we have from our yard and produce light pollution that will disrupt our entire neighborhood; including the river wash. There are so many reasons Mr. Becker's proposal should be rejected and a number of us will be at the meeting tomorrow evening to express our concerns.

Our biggest question is since Becker's proposal is almost identical to the one turned down before by Glendale City Council and rejected by the Planning and Zoning Committee; what has changed that is causing this matter to be revisited? These Billboards are a terrible idea and Mr. Becker needs to accept "NO" means"NO"!

In closing, we ask that your committee recommends AGAINST Mr. Becker's Billboard proposal. On a related matter we hope you recommend a "scenic corridor" that would run along the 101, from 51rst to Bell; effectively ending future attempts by Mr. Becker to destroy the peace and tranquility of our two communities.

Thank you for taking time to consider our point of view.

Sincerely,

Ken and Kathy

Ritz, Thomas

From: Steve Hayden <arrowheadphsii@aol.com>
Sent: Wednesday, June 03, 2015 2:54 PM
To: Ritz, Thomas
Subject: NO BILLBOARDS PLEASE!!

Hello:

I am a resident of Arrowhead Ranch Phase 2, a realtor, CPA background, and a commercial real estate professional with over 25 years of experience. I am writing you because I am 1000% against any Becker Billboards being erected in our community, and the beautiful State of Arizona.

Billboards and commercialism have ruined many cities where I have resided including Los Angeles and New York City. The attraction of Arizona for me was it's natural beauty that can be seen from the roads, and in urban areas as well. Now that landscape is disappearing, and only a few greedy people and politians are profiting from our loss. I also think the billboards that have already been erected should be demolished.

Electric billboards have no place in residential areas. Even if they are erected in a commercial zone, the light travels and can be seen for miles. They are also a distraction. I've seen people driving and get blinded by the light, or distracted from the light show. Roads are for driving, and not texting, or reading annoying billboards.

I am hoping that the City of Glendale and Peoria can unite and disapprove and deny the record of these billboards. NO BILLBOARDS FOR GLENDALE AND PEORIA.

Sincerely,

Steve Hayden

Ritz, Thomas

From: Froke, Jon
Sent: Thursday, June 04, 2015 9:17 AM
To: Carol Netwig
Cc: Perry, Tabitha; Ritz, Thomas; Figueroa, Diana
Subject: ZON15-03

Thank you for your interest in this matter.
Jon

From: Carol Netwig [mailto:thenetters2@gmail.com]
Sent: Wednesday, June 03, 2015 8:49 PM
To: Froke, Jon
Subject: ZON15-03

As a resident and homeowner in Glendale, AZ, I am sending this
e-mail to inform the Planning & Zoning Committee that I am adamantly opposed to the Becker Billboards proposed at Bell & the 101. These billboards are too large and would be insightly and would recreate a "Las Vegas" effect in our West Valley residential corridor.

Carol J. Netwig
18236 N. 75th Ave.
Glendale, AZ 85308
602-547-9540

Ritz, Thomas

From: Diane O'Brien <obhosp@cox.net>
Sent: Thursday, June 04, 2015 10:28 AM
To: Froke, Jon
Cc: Ritz, Thomas
Subject: ZON15-03 - No Billboards at 83rd & Bell

Jon, Tom,
I fully intend to be at the planning commission meeting Thursday, 6/4. However, I would also like my comments on file for the record; in case my work obligations delay my participation at the meeting.

As a resident of the Sahuaro District, and the Hidden Manor neighborhood in the Arrowhead community, I too am adamantly opposed to approving the re-zoning application to allow billboards at 83rd Ave & Bell Road.

While Mr. Becker would portray this area as a 'commercial zone' simply because there is the Arrowhead Mall, Costco, etc. is ludicrous. This area is a **carefully planned community** combining local business with residential areas. This is in no way a commercial or industrial corridor, and certainly no place for billboards. The current amended application increases the number of illuminated digital faces, which is more offensive than the previous application. The current zoning restrictions are reasonable and prudent to maintaining the integrity and quality of life in this area; and there is no compelling reason to allow a variance.

Mr. Becker argues that this will not affect **property values**, and while he has presented 3 appraiser reports supporting this, many of my friends in real estate adamantly disagree. Property values will be affected, and certainly the billboards will be a deterrent to future home sales. Whether or not the billboards can be seen from our back yard is not the driving factor. When someone selects a home, they consider the entire surrounding area, which will be their neighborhood. Billboards change the landscape of the entire area; and will prove to be a detriment to anyone living within 1 square mile or more.

For those of you on the Planning Committee, and the City Council, it is important that you recognize that **approval of this variance will open the door** to other billboard companies requesting similar variances throughout the City of Glendale. Once the precedent is set, it will be a catalyst for others to do the same; and Council will have little standing to refuse other requests.

I believe our **Planning Committee made the right decision** in recommending to not approve this request previously, has provided many valid reasons not to approve this new application, and I see no overwhelming reason to approve it this time. The little revenue to the city generated by these billboards is certainly not enough to offset the negative impact to the

surrounding area, the residents, and attraction of businesses to the Sahuaro District. Approval of this re-zoning application is bad for the local residents and the entire city of Glendale.

It should be noted that the large turn out at this meeting by the Sahuaro District residents is strictly by word of mouth, and individual due diligence. Once again, Mr. Sherwood, our City Council representative has chosen to NOT notify the residents of this meeting. Obviously, his personal ties to Mr. Becker are much stronger than his desire to act as a responsible City Council representative.

I applaud the Planning Commission on your diligence in upholding the current zoning ordinances and recommendation to deny this re-zoning application. Your efforts in keeping Glendale the beautiful city it is are much appreciated.

Thank you,

Diane O'Brien
7707 W. Villa Theresa Dr.
Glendale, AZ

Ritz, Thomas

From: Handlong, Amy on behalf of Citymanager
Sent: Thursday, June 04, 2015 11:07 AM
To: Froke, Jon; Ritz, Thomas
Cc: McAllen, Samuel
Subject: FW: Opposed to Billboards

From: Dave Jolls [mailto:djolls@cox.net]
Sent: Wednesday, June 03, 2015 9:27 PM
To: Weiers, Jerry; Turner, Bart; Hugh, Ian; Chavira, Samuel; Sherwood, Gary; Tolmachoff, Lauren; Aldama, Jamie; Citymanager
Subject: Opposed to Billboards

Mayor and Council,

I am opposed any change to allow billboards in Glendale other than in the sports and entertainment district where they are currently allowed. Glendale has done an admirable job in removing Billboard blight from city thoroughfares. Listen to your constituents not the non-residents who contributed to your campaign funds. The long term impact of allowing billboard in our community will be negative. The voters will hold you accountable for your position on this issue.

This issue has been studied and decided before. Nothing has changed

Thank you

David Jolls

Question Card

Becker Boards Community Meeting - March 18, 2015

Will Boards Have
Restrictions on
Brightness Level

Submitted by: Teo Ragusa

Question Card

Becker Boards Community Meeting - March 18, 2015

How is this good for
Clarence? The direct tax revenue
is minimal, Most billboard
advertisers tend to be national
brands - such as ~~alcohol~~ tobacco
& cigarettes. ~~Businesses~~ that benefit

Submitted by: Clarence?
Michele Tomczyk

Question Card

Becker Boards Community Meeting - March 18, 2015

We bought our home here
20 years ago to retire in!
We like to sit in our back-
yard and watch the sunset!
Do you think billboards would
affect our quality of life?

Submitted by: Sandra Mandell

Question Card

Becker Boards Community Meeting - March 18, 2015

Why should I allow you to put up billboards What do I get out of it

Submitted by: _____

Question Card

Becker Boards Community Meeting - March 18, 2015

The City's Planning Commission + City Council rejected your first application - which initially did not include digital faces. Why would you come back, with digital faces & think we would want your billboards now?

Submitted by: Michelle Traughber

Question Card

Becker Boards Community Meeting - March 18, 2015

Why don't you go down to Northern Glendale We live at 79th Ave & Union we don't want billboards or a Casino

Submitted by: Larry Mandell

Question Card

Becker Boards Community Meeting - March 18, 2015

What is the advantage to residents in the adjacent areas?

Submitted by: Diane O'Brien

Question Card

Becker Boards Community Meeting - March 18, 2015

What has changed about the billboards or placement that makes you think it will pass this year

Submitted by: ~~#11~~

Question Card

Becker Boards Community Meeting - March 18, 2015

WHAT HAS THE CITY OF GLENDALE TOLD BECKER RE PREVIOUS REQUESTS

Submitted by: _____

Question Card

Becker Boards Community Meeting - March 18, 2015

Why this location, so close to a residential neighborhood, when there are so many other options that will have less of an affect on our quality of life?

Submitted by:

Question Card

Becker Boards Community Meeting - March 18, 2015

If these billboards are so beneficial to Glendale, why doesn't Scottsdale do it?

Submitted by: Pamela Bradfield

Question Card

Becker Boards Community Meeting - March 18, 2015

Why this location and why do you need two

Submitted by: Harry Cyrus

Question Card

Becker Boards Community Meeting - March 18, 2015

If you were buying a house would you buy one that has a billboard view from the back yard

Submitted by: Laurel Deardorff

Question Card

Becker Boards Community Meeting - March 18, 2015

We dont want this. It does not benefit us.

Submitted by: Holly Fallocco

Question Card

Becker Boards Community Meeting - March 18, 2015

At what hours will the boards be lit?

Submitted by: _____

Question Card

Becker Boards Community Meeting - March 18, 2015

WHEN DOES THE VOTE (YES OR NO) ON THE BILLBOARD ISSUE BECOME FINAL - IF EVER?

Submitted by: H. PORTER

Question Card

Becker Boards Community Meeting - March 18, 2015

Angle of Signs facing residential Area

Submitted by: _____

Question Card

Becker Boards Community Meeting - March 18, 2015

Who are the political leaders in favor of this and why?

Submitted by: _____

Question Card

Becker Boards Community Meeting - March 18, 2015

Which Glendale Businesses will benefit from the ads on the Signs?

Submitted by: ?

Question Card

Becker Boards Community Meeting - March 18, 2015

Why ARE HERE AGAIN?

Submitted by: Mike Maccani

Question Card

Becker Boards Community Meeting - March 18, 2015

Why after 2 votes of No against your Billboards should you think we would be agreeable to having them put up on the 101/Bell Rd area?

Submitted by: Just Us

Question Card

Becker Boards Community Meeting - March 18, 2015

Don't there an Ordinate Prohibiting Bill Boards in our neighborhoods

Submitted by: [signature]

Question Card

Becker Boards Community Meeting - March 18, 2015

Why are we having this meeting when the council has all ready voted NO on this issue

Submitted by: [signature]

Question Card

Becker Boards Community Meeting - March 18, 2015

What will it take to make you go away?

Submitted by: JenDeines

Question Card

Becker Boards Community Meeting - March 18, 2015

Discuss light.

Submitted by: _____

Question Card

Becker Boards Community Meeting - March 18, 2015

How will this pair of billboards be different than the ones turned down March 24 2014

Submitted by: Carole Gordon

Question Card

Becker Boards Community Meeting - March 18, 2015

Why is this subject being revisited for the third time when the clear message from the Public has been: "We don't want B.B. Boards, of any kind on the 10!"

Submitted by: Jean and Kathy Lahti

Question Card

Becker Boards Community Meeting - March 18, 2015

1. How many times do you need to hear "no" to understand that the residence, taxpayers, & voters of Glendale "do not want Billboards"! You are wasting your time. We will continue to show up & oppose you. We will also vote for councilmen who support "We the People".

Submitted by: John Janssen

Question Card

Becker Boards Community Meeting - March 18, 2015

What was the Height of the Crane during your Test?

Submitted by: Doug Cox

Question Card

Becker Boards Community Meeting - March 18, 2015

Why are you here wasting our Time going over this again, How long you sweated your Proposal?

Submitted by: Gary Bier

Question Card

Becker Boards Community Meeting - March 18, 2015

How many times are u going to attempt have billboards passed? Do u understand — No BILLBOARDS!!

Submitted by: Concerned resident

Question Card

Becker Boards Community Meeting - March 18, 2015

DO YOU HAVE A LIST OF BUSINESSES THAT SUPPORT THE BILLBOARDS. AND CAN YOU PUBLISH IT?

Submitted by: J. DERRIG

Question Card

Becker Boards Community Meeting - March 18, 2015

Why are we going through this again? The residents already said NO

Submitted by: Diane O'Brien

Question Card

Becker Boards Community Meeting - March 18, 2015

Will the Phoenix Co. that owns the billboards rent/lease or own the land that the billboards will sit on?

Submitted by: Carol Goodwin

Question Card

Becker Boards Community Meeting - March 18, 2015

What % of your profit would go to Glendale?

Submitted by: Amy Rae

Question Card

Becker Boards Community Meeting - March 18, 2015

It was proven the last time you tried — the city will not make any $$$

Submitted by: _____

Question Card

Becker Boards Community Meeting - March 18, 2015

The Elkdale paper stated the reason the homeowners don't want the billboards is lowering property values. →

Submitted by: _____

Question Card

Becker Boards Community Meeting - March 18, 2015

ON PAD AMENDMENT INFO I RECEIVED THERE ARE BLDGS INDICATED ON W. SIDE OF PROPERTY. HAS THERE BEEN BLDG PERMITS ISSUED OR REQUESTED? IF SO FOR WHAT? I LIVE ALONG TRAIL PEORIA SIDE

OVER

Submitted by: BARB FENNEMA

Two more reasons - Safety hazard (distractions) Just plain ugly!

ALSO - SIGN ON CRANE WAS NOT LEFT FOR DISPLAY FOR THE FULL TIME INDICATED.

~~GONE AT~~ 3

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Crum — Last Name
Mandie — First Name
[redacted] — Email Address

The issue most important to me and my family is:

Crime

Mandie A. Crum — Signature
5/3/15 — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Beyer — Last Name
Fredericka — First Name
[redacted] — Email Address

The issue most important to me and my family is:

Fred Beyer — Signature
5/3/15 — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

VON FOLMAR — Last Name
BRYAN — First Name
[redacted] — Email Address

The issue most important to me and my family is:

Bryan Fol — Signature
5/3/15 — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

LEVAN — Last Name
TRISHA — First Name
[redacted] — Email Address

The issue most important to me and my family is:

Crime control

Signature
5-3-15 — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

ALVIAR — Last Name
JORGE — First Name
[redacted] — Email Address

The issue most important to me and my family is:

Signature
11/3/15 — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

[redacted] — Last Name
[redacted] — First Name
[redacted] — Email Address

The issue most important to me and my family is:

Signature
5-3-15 — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

MILLS PETER

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is: Crime

[signature] 5-3-15

Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Adams Patrick

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is: Education

[signature] 5/3/15

Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

[redacted] Matt

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is:

Education

[signature] 5-3-15

Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Tenorio Ashley
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Safety

[redacted] 5/3/15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Lopez Michael
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is: clean Neighborhood
lower taxes

[redacted] May 3, 2015
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Reyes Stephen
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

[redacted] May 3-15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

WALKER BETTY
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Betty A. Walker 5-5-2015
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

FERNANDEZ TERESA
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

5/5/2015
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

JOHNSON ALAN
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Alan Johnson II 5-5-2015
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Garcia Cynthia

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is:

Signature 5.3.15

Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name Ortiz First Name Martin

[redacted]

Email Address

The issue most important to me and my family is:

Signature Martin Ortiz 5-3-15

Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is:

Signature 5-3-15

Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

HENSLEY JAN
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Jan R. Hensley 05/03/2015
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

LANCHAM Donald
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Don Lanham 5/3/2015
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Josefina S. Parra
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Josefina S. Parra 5/5/2015
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

WITHERSPOON MARIE
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Schools

Marie L Witherspoon 5-5-15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Regino Andrea
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Andrea Regino 5-5-15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Ramirez Rosemary
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Rosemary Ramirez 5/5/2015
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Calderon Kathy
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Signature 5-5-15
Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

BAERWALDT JANNETTE
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Signature 5/5/15
Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

BROCKWAY Deena
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Signature 5/5/15
Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

ANDERSON LINDA

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is:

Linda Anderson 5-5-15

Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

BLACK DONNA

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is:

5/6

Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Anderson Alan

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is:

5/5

Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name: Carney First Name: Michael

Email Address: [redacted]

The issue most important to me and my family is:

Signature: Corey Mich Date: 5/5

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name: Cole First Name: Kim

Email Address: [redacted]

The issue most important to me and my family is:

Signature: Kim Cole Date: 5/5

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name: Maxwell First Name: Brooke

Email Address: [redacted]

The issue most important to me and my family is:

Signature: Maxwell Date: 5/5

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Perez — Last Name

Favila — First Name

[redacted] — Email Address

The issue most important to me and my family is:

Signature

5/5 — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

West — Last Name

David — First Name

[redacted] — Email Address

The issue most important to me and my family is:

Signature

5/5 — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Adan Hernandez — Last Name

First Name

[redacted] — Email Address

The issue most important to me and my family is:

Adan Hernandez — Signature

5/5 — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name: [redacted] First Name: [redacted]

Email Address: [redacted]

The issue most important to me and my family is:

Signature: [redacted] Date: 5/5/15

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name: [redacted] First Name: [redacted]

Email Address: [redacted]

The issue most important to me and my family is:

Signature: [redacted] Date: 5/5/15

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name: [redacted] First Name: [redacted]

Email Address: [redacted]

The issue most important to me and my family is:

Signature: [redacted] Date: 5-5-15

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

MARTIN — Cecelia
Last Name — First Name

[redacted]
Email Address

The issue most important to me and my family is:

Cecelia Martin — 5-5-15
Signature — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

ROSS — Maurice
Last Name — First Name

[redacted]
Email Address

The issue most important to me and my family is:

[signature] — 5/5/15
Signature — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

GILL — George
Last Name — First Name

[redacted]
Email Address

The issue most important to me and my family is:

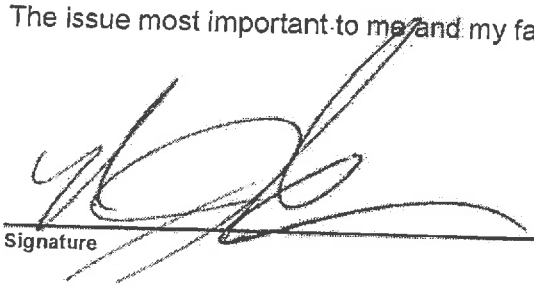
George A. Gill — 5-5-15
Signature — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Jackson — Last Name
Butch — First Name
[redacted] — Email Address

The issue most important to me and my family is:



Signature

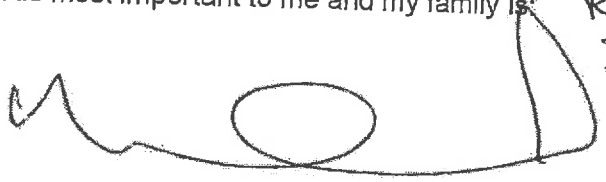
Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Garland — Last Name
Marcia — First Name
[redacted] — Email Address

The issue most important to me and my family is: Roads need to to be cleaned more often.



5/4/15

Signature

Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Adams — Last Name
Diane — First Name
[redacted] — Email Address

The issue most important to me and my family is:

Public safety

Diane Adams

Signature

5-5-15

Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

CHESRY Susie
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is: Crime, Education
Public Safety

Susie D Cherry 5/5/15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

TOWNER Geneva
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is: Crime - house break ins

Geneva L. Towner 5/5/15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

[redacted] LINDA
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:
Public Safety
SILVER ALERT

Linda E Stirling 5/5/15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name: Daniels First Name: Ernest

Email Address: [redacted]

The issue most important to me and my family is:

Gun Control

Signature 5-5-15 Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name: ANDREACCHI-SPREITZER First Name: SUSAN

Email Address: [redacted]

The issue most important to me and my family is:

Education, Community Safety

Susan M. Andreacchi-Spreitzer 5-5-2015

Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name: Montello First Name: Darren

Email Address: [redacted]

The issue most important to me and my family is:

Montello Darren 5/6

Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name: [illegible] First Name: Vincent

Email Address: [redacted]

The issue most important to me and my family is:

Signature: [signature] Date: 5/6

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name: [illegible] First Name: [illegible]

Email Address: [redacted]

The issue most important to me and my family is:

Signature: [signature] Date: 5/6

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name: [illegible] First Name: [illegible]

Email Address: [redacted]

The issue most important to me and my family is:

Signature: [signature] Date: 5/6

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Grasso — Last Name
Margaret — First Name
[redacted] — Email Address
US

The issue most important to me and my family is:

Margaret Grasso — Signature
5/6/15 — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Cortez — Last Name
Jorge — First Name
[redacted] — Email Address

The issue most important to me and my family is:

[signature] — Signature
5-6-15 — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Sutton — Last Name
Margaret — First Name
[redacted] — Email Address

The issue most important to me and my family is:

margaret sutton — Signature
5-6-15 — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Hinderer ROSEMARIE
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Lori Marie Henderer 5/6/15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

MAYNARD JAMES
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is: STREET IMPROVEMENT

James E. Maynard 5-6-15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

CULP CAROLYN
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Carolyn A Culp 5/6/2015
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name: NAVARRO First Name: John

Email Address: [redacted]

The issue most important to me and my family is: Education

Signature

Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name: Di Meola First Name: Amy

Email Address: [redacted]

The issue most important to me and my family is: Education

Signature

Date: 5/6/15

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name: Ray First Name: Amanda

Email Address: [redacted]

The issue most important to me and my family is:

Signature

Date: 5/6/15

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Whitt Traci
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Traci Whitt 5-6-15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Leavitt Karen
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

5/6/15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Alamillo Jesse
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

DANG — Last Name

DANG — First Name

[redacted] — Email Address

The issue most important to me and my family is:

Dang — Signature

5/6/2015 — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Lambert — Last Name

Matthew — First Name

[redacted] — Email Address

The issue most important to me and my family is:

Matthew Lambert — Signature

5/6/18 — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Hatch — Last Name

Julie — First Name

[redacted] — Email Address

The issue most important to me and my family is:

Julie A Hatch — Signature

May 6, 205 — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

CREED — Last Name

DENNIS — First Name

[redacted] — Email Address

The issue most important to me and my family is:

Signature

4-30-15 — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Cassel — Last Name

Roberto — First Name

[redacted] — Email Address

The issue most important to me and my family is:

Signature

4.30.15 — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

CLARISSE — Last Name

PLATHE — First Name

[redacted] — Email Address

The issue most important to me and my family is:

Signature

4/30/15 — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

SLAUGHTER WILLIAM
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

William R Slaughter 04/29/15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Metz Vincent
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

4/30/15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Conley Anna
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Anna Conley 4.30.15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Shay — Last Name
Rachael — First Name
[redacted] — Email Address

The issue most important to me and my family is:

Rachael Shay — Signature
4/30/15 — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Lucas — Last Name
Joseph — First Name
[redacted] — Email Address

The issue most important to me and my family is:

J. Lucas — Signature
4-30-2015 — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Patterson — Last Name
James — First Name
[redacted] — Email Address

The issue most important to me and my family is:

[signature] — Signature
4-30-15 — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Gunion Candice

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is:

Signature 4-30-15

Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

ARNBERGER TRACY

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is:

Signature 4.30.15

Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Gonzalez Artemio

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is:

Signature 4-30-15

Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Brandsma — Last Name
Debra — First Name
[redacted] — Email Address

The issue most important to me and my family is: Public Safety

Debra Brandsma — Signature
4/26/15 — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

OTIS — Last Name
CAROL — First Name
[redacted] — Email Address

The issue most important to me and my family is:

C Otis — Signature
4-30-15 — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Fletcher — Last Name
Ruby — First Name
[redacted] — Email Address

The issue most important to me and my family is:
Education

Ruby Fletcher — Signature
04-26-15 — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Victoria Jose
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Many spending

Jose Becerra 04/26/2015
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Lourdes Olivares
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Signature Date 4-26-2015

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Mendoza Teresa
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Amber

Mendoza 4/26/15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Reinke — Nancy

Last Name — First Name

[redacted]

Email Address

The issue most important to me and my family is:

nancy reinke — 26 Apr 2015

Signature — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name — First Name

[redacted]

Email Address

The issue most important to me and my family is:

04/27/15

Signature — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Howard — Lucy

Last Name — First Name

[redacted]

Email Address

The issue most important to me and my family is:

Lucy Howard — 4-27

Signature — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Anderson Stuart
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Signature Date 4-27

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Hartmann Lauren
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is: Public Safety

Signature Date 4/27/15

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Layne Michael
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is: Public Safety

Signature Date 4/27/15

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

WALTER RAY
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Signature 4/27/15 Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Teuscher Melanie
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Signature 4/27/15 Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

FLORES CHRIS
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Signature 4/27/15 Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name | First Name

[redacted]
Email Address

The issue most important to me and my family is:

C Bent — 4/27/15
Signature | Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Jose — Barrios
Last Name | First Name

[redacted]
Email Address

The issue most important to me and my family is:

Signature | Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Marquez — Mark
Last Name | First Name

[redacted]
Email Address

The issue most important to me and my family is:

Signature — 4/20/15
Signature | Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name: [illegible] First Name: [illegible]

Email Address: [redacted]

The issue most important to me and my family is:

Signature: [illegible] Date: 4-27

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name: Brown First Name: Joseph

Email Address: [redacted]

The issue most important to me and my family is:

Signature: Joe Brown Date: 4-27

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name: LeBaron First Name: Erma

Email Address: [redacted]

The issue most important to me and my family is:

Signature: Erma LeBaron Date: 4-27-15

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

SORIANO ZULEO
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

[redacted]
Signature

04/28/2015
Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

ALLAN MARY
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Mary Allan
Signature

4-27-2015
Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Borger Veronica
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

[redacted]
Signature

4/27/15
Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

ZAMARRIPA ALEXANDRA
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Alejandra Zamarripa 4/27/15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Lanoo Dian
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Signature 4-27
Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

EBERLE LEROY
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

LeRoy A. Eberle 4-28-15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

WILSON SARAH
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Sarah Wilson 4-28-15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

CHOUKRI ANTOINE
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

4/28
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

[illegible] Brandy
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Brandy Pettitt 4/28/15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name: [illegible] First Name: [illegible]

Email Address: [redacted]

The issue most important to me and my family is:

Signature: [signature] Date: 4-28

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name: [illegible] First Name: [illegible]

Email Address: [redacted]

The issue most important to me and my family is:

Signature: [signature] Date: 04-28-2015

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name: Pitts First Name: Evelyn

Email Address: [redacted]

The issue most important to me and my family is:

Signature: Evelyn Pitts Date: 4-28-15

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

MILLER RUTH
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Ruth Miller 4-28-15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Jimenez Raquel
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

4/28/15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

FELL JAIME
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

4/28/15
ignature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

BATTY KIMBERLY
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

K Batty 4/28/15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

CARTER DUANE
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Duane Carter 4-28-15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

[redacted]
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is: Education

[redacted] 28th
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

LYNN — Last Name
LARRY — First Name
[redacted] — Email Address

The issue most important to me and my family is: NATIONAL SECURITY

Larry Lynn — Signature
4/28/2015 — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

TOWNER II — Last Name
TERRY — First Name
[redacted]

The issue most important to me and my family is:
Amber Alert and police.

T. Joel Towner II — Signature
4.28.2015 — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

CAMPOS — Last Name
RUDY — First Name
[redacted] — Email Address

The issue most important to me and my family is:
CRIME

RM Campos — Signature
4-28-15 — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

RENNAKER | JODI ANN
Last Name | First Name

[redacted]
Email Address

The issue most important to me and my family is:

Public Safety

[signature] 4-28-15
Signature | Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

BRIGGS | VICTORIA
Last Name | First Name

[redacted]
Email Address

The issue most important to me and my family is:

Victoria Briggs 4/28/15
Signature | Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

SCHULTE | RAYMOND
Last Name | First Name

[redacted]
Email Address

The issue most important to me and my family is:

Raymond A Schulte 4/28/15
Signature | Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

WOLKEN EDWARD
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:
Public Safety

Edward M. Wolken 4/25/15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Stempkowski Tim
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

04/26/15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

APARICIO SANDRA
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is: EDUCATION

Sandra Aparicio 04/26/15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

MALDONADO MARIO
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is: EDUCATION

[signature] 4-26-15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Becker Kevin
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is: Education

[signature] 4-26-15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Arbretske Charlene
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is: Education

[signature] 4-26-15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Thrick Stephanie
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

teacher turnover, school funding

Stephanie Elaine, 4-26-15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Navarro Lauren
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Education, we all are in College

Lauren Navarro April 26, 2015
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

TRENO JACK
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

PROMISE

Jack R Treno 4-26-2015
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

HULDER CATHY
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Cathy Hulder 4-26-15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Ratliff Shane
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Shane Ratliff 4-26-15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

VIBARRA MICHELE
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Michelle Vibarra 4/26/15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name: WILSON First Name: Donald

Email Address: [redacted]

The issue most important to me and my family is:

Signature: Donald Wilson Date: 4-26-15

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name: Bratta First Name: Deborah

Email Address: [redacted]

The issue most important to me and my family is:

Signature: Deborah Bratta Date: 4-28-15

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name: [illegible] First Name: GAYLE

Email Address: [redacted]

The issue most important to me and my family is:

Signature: Gayle Russo Date: 4/28/15

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

KOST CONSTANCE
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Constance Kost 4/28/15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

FOSTER CHARLES
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Charles Foster 4/28/15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Hardy Michelle
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Michelle Hardy 4-28-15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

ELLISOR | REGINA
Last Name | First Name

[redacted]
Email Address

The issue most important to me and my family is:

Regina Ellisor 04-28-15
Signature | Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

DURAN | JORDAN
Last Name | First Name

[redacted]
Email Address

The issue most important to me and my family is:

Jordan Duran 4-28-15.
Signature | Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

CIRON | ADRIANA
Last Name | First Name

[redacted]
Email Address

The issue most important to me and my family is:

Adriana Ciron 4/23/15
Signature | Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

GALL — Last Name
MELISSA — First Name
[redacted] — Email Address

The issue most important to me and my family is:

melissa Gall — Signature
4-23-15 — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

ACOSTA — Last Name
JOSE — First Name
[redacted] — Email Address

The issue most important to me and my family is:

[signature] — Signature
4/23/15 — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

[illegible] — Last Name
LINDA — First Name
[redacted] — Email Address

The issue most important to me and my family is.

[signature] — Signature
4-23-15 — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

MARQUEZ MARIA
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is: safety

[signature]
Signature

4-14-15
Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

PASQUALLE SABRINA
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

SPasquall
Signature

4-23-15
Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

FLASH MADELINE
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Madeline Flash
Signature

4/23/2015
Date

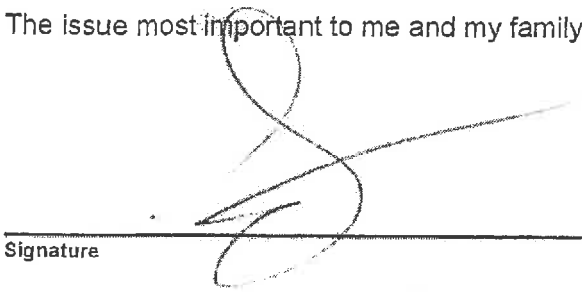
Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name | First Name

[redacted]
Email Address

The issue most important to me and my family is:



Signature | Date 4/23/15

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

James Marcinek
Last Name | First Name

[redacted]
Email Address

The issue most important to me and my family is:

Budget issues

Signature | Date 4-25-15

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Smith Kevin
Last Name | First Name

[redacted]
Email Address

The issue most important to me and my family is:

Smith

Signature | Date 4/25

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name: [illegible] First Name: Brent

Email Address: [redacted]

The issue most important to me and my family is:

Signature: [signature] Date: 4/25

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name: MICHALSKI First Name: BETTY

Email Address: [redacted]

The issue most important to me and my family is:

Signature: [signature] Date: 4/25

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name: Glein First Name: Shaw

Email Address: [redacted]

The issue most important to me and my family is:

Signature: [signature] Date: 4/25

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

SHOEMAKER PATRICIA
Last Name First Name

[redacted]

The issue most important to me and my family is:

Patricia A. Shoemaker 4/25/15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

HARTLEY, Janet M
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Janet M Hartley 4/25/15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Valenzuela Xavier
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

[redacted] 4-25-15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

MARTIN — Last Name
ROY — First Name

[redacted]
Email Address

The issue most important to me and my family is: Safety

Signature

4-25-15
Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Reiche — Last Name
Rebecca — First Name

[redacted]
Email Address

The issue most important to me and my family is:
Budget Cuts to Education

Signature

4/25/15
Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Martinez — Last Name
Heather — First Name

[redacted]
Email Address

The issue most important to me and my family is: Education
Budget Cuts

Signature

4/25/14
Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

RAMOS KYLE
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is: Education,

Signature 4/25/2015
Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

[redacted]
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:
Education

Signature 4-25-15
Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Hernandez Diego
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is: Public Safety Education

Signature 4/25/15
Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Villafranco Vilma
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Vilma Villafranco 4-25-15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Pena Magdalena
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Magdalena J Pena 4/25/15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Tallabas John
Last Name First Name

[redacted]

The issue most important to me and my family is:

4-25-15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

CHAMBERS JAMES
Last Name First Name

[redacted]

The issue most important to me and my family is:

Signature 4-25-15 Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

LINDGREN LACEY
Last Name First Name

[redacted]

The issue most important to me and my family is:

Safety in our community

Signature 4/24/15 Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name Sinclair First Name Paulette

[redacted]

The issue most important to me and my family is:

Signature 4/25/15 Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Lowrey — Tiffany
Last Name — First Name

[redacted]

The issue most important to me and my family is:

Tiffany Lowrey — 4/25/15
Signature — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Lindsey — Kimia
Last Name — First Name

[redacted]

The issue most important to me and my family is: Light Light for everyone Heaven in Amercal.

[signature] — 4-25-15
Signature — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Chavez — Ruben
Last Name — First Name

[redacted]
Email Address

The issue most important to me and my family is.

Ruben E. Chavez — 4/25/15
Signature — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Fugate Jennifer
Last Name

[redacted]

The issue most important to me and my family is:

Jennifer Fugate 4-25-15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Haro Esther
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Esther P. Haro 04-25-2015
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Greer Aaron
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Signature Date 04/25/2015

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Murray James
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

[redacted]
Signature 4/25/15
Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Daniel Crystal
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

[redacted]
Signature 4/25/15
Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Johnston Jami
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is: Education

[redacted]
Signature 04-25-15
Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

LEMAN — Last Name

SANDRA — First Name

[redacted] — Email Address

The issue most important to me and my family is: Education

Signature

4-25-15 — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Dolbow — Last Name

Brian — First Name

[redacted] — Email Address

The issue most important to me and my family is: helping local Businesses

Signature

4-25-15 — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

FLUTSCH — Last Name

JACQUELINE — First Name

[redacted] — Email Address

The issue most important to me and my family is:
Education, Safety

Signature

04-25-2015 — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name: Lomas First Name: Mario

Email Address: [redacted]

The issue most important to me and my family is: Education

Signature: [signature] Date: 4/25/15

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name: Mendoza First Name: Fernando

Email Address: [redacted]

The issue most important to me and my family is:

Signature: [signature] Date: 4.25.15

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name: Daniels First Name: Melissa

Email Address: [redacted]

The issue most important to me and my family is:

Signature: Melissa Daniels Date: 4/25/15

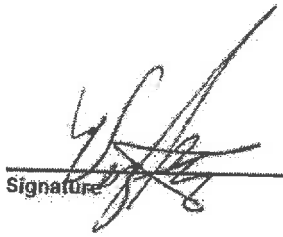
Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

RAINEY VIN
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:



Signature Date

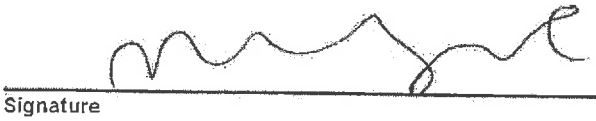
Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Yee Mae
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:



Signature 04-30-15
Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Marquez Wednesday
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Signature 4/29/15
Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name: [illegible]

First Name: [illegible]

Email Address: [redacted]

The issue most important to me and my family is:

Signature: [signature]

Date: 4/30/15

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name: LOZANO

First Name: Jose

Email Address: [redacted]

The issue most important to me and my family is:

Signature: [signature]

Date: 4-30-2015

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name: [illegible]

First Name: [illegible]

Email Address: [redacted]

The issue most important to me and my family is:

Signature: [signature]

Date: 4-30-15

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

MORGAN JANELLE
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Janelle Morgan 4-30-2015
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Velma Victor
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Velma 4-30-15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Wilkey Justin
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Justin Wilkey 4/30/15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

WIRT — Last Name
JENNIFER — First Name
[redacted] — Email Address

The issue most important to me and my family is:

Jennifer Kwirt — Signature
4/30/15 — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because ~~it will bring tax revenue to Glendale~~, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

SHARON HICKS — Last Name / First Name
[redacted] — Email Address

The issue most important to me and my family is:
Only the safety & traffic alerts!
I disagree that these ~~electronic~~ signs will bring more revenue to any businesses on Bell Rd

Sharon Hicks — Signature
4-30-15 — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

BLISS — Last Name
LISA — First Name
[redacted] — Email Address

The issue most important to me and my family is:

Lisa Bliss — Signature
4-30-15 — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

[redacted]
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Sherry Hurst
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Moore Dave
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Dave Moore 4/30/2015
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

DANIEL Bill
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Bill DANIEL 4-30-15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Mecham Willard

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is:

Good moral teachings

Willard B. Mecham 4-16-15

Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Fogus Anne

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is:

Anne Fogus 4-16-15

Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

LOPEZ ALBERT G.

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is:

Albert Lopez 4-16-15

Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name | First Name

[redacted]
Email Address

The issue most important to me and my family is:

Jimg@americanfive.com

Signature | 4-16-15 Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

SMITH | DWAYNE
Last Name | First Name

[redacted]
Email Address

The issue most important to me and my family is:

Signature | 16 Apr 2015 Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

[redacted] | Dwayne
Last Name | First Name

[redacted]
Email Address

The issue most important to me and my family is:

Signature | 4-16-15 Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name: [redacted] First Name: [redacted]

Email Address: [redacted]

The issue most important to me and my family is:

Safety

Signature: [redacted] Date: 4/18/15

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name: [redacted] First Name: [redacted]

Email Address: [redacted]

The issue most important to me and my family is:

Signature: [redacted] Date: 4-18-15

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name: [redacted] First Name: [redacted]

Email Address: [redacted]

The issue most important to me and my family is:

Bringing better programs to the local community.

Signature: [redacted] Date: 4/16/2015

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Melgar Vilma
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is: Crime

Melgar Vilma 4/18/15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Contreras Christine
Last Name First Name

[redacted]
Email Addr...

The issue most important to me and my family is:

I would like to see crime going down in the area.

[signature] 4-18-15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

McQueen Danielle
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is: Police

[signature] 4/18/15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

BUEHNE — Last Name
HARRY — First Name
[redacted] — Email Address

The issue most important to me and my family is:

Holes in streets

Signature
4/18/15 — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

TOBEY — Last Name
Tobey — First Name
[redacted] — Email Address

The issue most important to me and my family is: Public Safety

Signature
4/18/15 — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Hurtado — Last Name
Omar — First Name
[redacted] — Email Address

The issue most important to me and my family is:
education - Better training officers
public safety - Building phoenix

Signature
4/18/15 — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name: Petty First Name: Paul

Email Address: [redacted]

The issue most important to me and my family is: Help people

Signature: Paul C Petty Date: 4-18-15

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name: Adams First Name: Nora

Email Address: [redacted]

The issue most important to me and my family is: Education

Signature: Nora Adams Date: 4/18/15

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name: HARDY First Name: Angelo

Email Address: [redacted]

The issue most important to me and my family is: Crime.

Signature: [signature] Date: 4-18-15

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Leon Jose
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Public Safety

Joe Leon Jr 3/18/15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

LEMAK KATHLEEN
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Kathy Lemak 4/18/2015
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

CARBONE JOYCE
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

[redacted] illegal immigration

Joyce Carbone 4-18-15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name: Nott First Name: Howard

Email Address: [redacted]

The issue most important to me and my family is:

Howard Nott 4-18-15

Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name: Laverty First Name: Lorna

Email Address: [redacted]

The issue most important to me and my family is:

4/18/15

Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name: Alexander First Name: Alex

Email Address: [redacted]

The issue most important to me and my family is:

5-18-15

Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Highfield Crystal
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Crystal Highfield 4/18/15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

JACKSON NICHOLAS
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

4.18.15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

CRIM MARY
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Mary L. Crim
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Young — Dawna
Last Name — First Name

[redacted]
Email Address

The issue most important to me and my family is: Public Safety

Signature — 4/18/15 — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name — First Name

[redacted]
Email Address

The issue most important to me and my family is:

Signature — 4-19-15 — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

PONCE — EDDIE
Last Name — First Name

[redacted]
Email Address

The issue most important to me and my family is: Education

Signature — 04-19-15 — Date

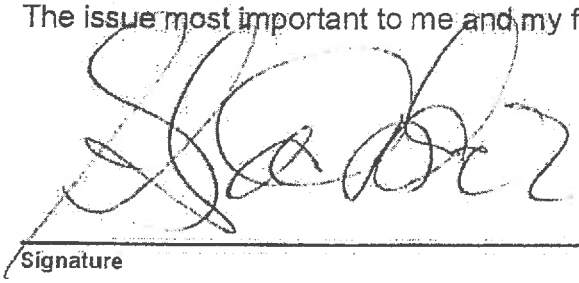
Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Sanchez Gabriela
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:



Signature 4/15/15 Date

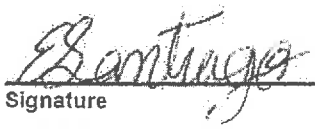
Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Santiago Elizabeth
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:



Signature 4-15 Date

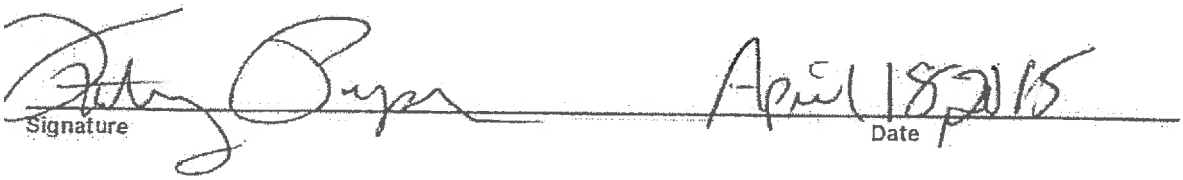
Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

PAPPAS Kathy
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:



Signature April 18, 2015 Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

RAMSEY APRIL
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:
Equality

Signature 4-19-15
Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

LEON CONSTANCE
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Constance Leon 4/18/2015
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

MONICA
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Monica Ramos 4/18/15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name: Marquez — First Name: ELETICIA

Email Address: [redacted]

The issue most important to me and my family is:

ELETICIA Marquez — 04-19-15

Signature — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name: Tapia — First Name: Alberto

Email Address: [redacted]

The issue most important to me and my family is:

Alberto Tapia — 4-14-2015

Signature — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name: Munoz — First Name: Roger D.

Email Address: [redacted]

The issue most important to me and my family is:

Roger Munoz — 4-20-15

Signature — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name Larson First Name Jorge

[redacted]
Email Address

The issue most important to me and my family is:

Public Safety

Jorge Larson 4/19/15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

√ CHACON Kenneth
Last Name First Name

[redacted]
Email Address

yahoo.com

The issue most important to me and my family is:

Education

[signature] 4-19-15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Wood Margaret
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Margaret B Wood 4-19-2015
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

MARTINEZ — Last Name

REBECCA — First Name

[redacted] — Email Address

The issue most important to me and my family is:

Rebecca Martinez — Signature

4/19/15 — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

MARTINEZ — Last Name

Anna — First Name

[redacted] — Email Address

The issue most important to me and my family is:

Anna Martinez — Signature

April 19, 2015 — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

WETFORT — Last Name

DENISE — First Name

[redacted] — Email Address

The issue most important to me and my family is: Safety

Denise M Hefford — Signature

4/19/15 — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

CONTRERAS MANUELA

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is:

Manuela Contreras 4/13/15

Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

SALTERO OSBALDO

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is: Safety

Osbaldo Saltero 4-13-15

Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

SLATER DAVID

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is:

David Slater 04/19/15

Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

DAVISON — GEORGE

Last Name — First Name

[redacted]

Email Address

The issue most important to me and my family is:

George C Davison — 4-13-15

Signature — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Aguirre — Catalina

Last Name — First Name

[redacted]

Email Address

The issue most important to me and my family is:

Catalina Aguirre — 4-13-15

Signature — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

MARTIN — FRANCES

Last Name — First Name

[redacted]

Email Address

The issue most important to me and my family is:

Education

4/13/15

Signature — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

CARRASCOSA
Last Name

First Name

[redacted]
Email Address

The issue most important to me and my family is:

Education

[redacted] 4-13-15
Signature

Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

HERNANDEZ
Last Name

SYLVIA
First Name

[redacted]
Email Address

The issue most important to me and my family is:

[redacted] 4/13/15
Signature

Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Peralta
Last Name

LAURA
First Name

[redacted]
Email Address

The issue most important to me and my family is:

[redacted] 4/13/15
Signature

Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Zavala Jesus
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

[redacted] 04/13/15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Wong Larry
Last Name First Name

[redacted]

The issue most important to me and my family is:

Education

Larry Wong 4-13-15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Moore Anthony
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Public Safety

Anthony Moore 4/13/15
Signature Date

Glendale Issue Card

ıpport Becker Board's freeway billboard project at NWC of Loop 101 and Bell because
ill bring tax revenue to Glendale, help local business and benefit our community with
e public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Betty
First Name

Cook
st Name

[redacted]
nail Address

he issue most important to me and my family is:

Education

Betty Cook
Signature

4/13/15
Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because
it will bring tax revenue to Glendale, help local business and benefit our community with
free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Anita
First Name

Williams
Last Name

[redacted]
Email Address

The issue most important to me and my family is:

Anita Williams
Signature

April 13, 2015
Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because
it will bring tax revenue to Glendale, help local business and benefit our community with
free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Raquel
First Name

Gonzalez
Last Name

[redacted]
Email Address

The issue most important to me and my family is:

Education

Raquel Gonzalez
Signature

04/13/15
Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

ROJO — Last Name

MARIA — First Name

[redacted] — Email Address

The issue most important to me and my family is:

education

Maria Rojo — Signature

4-13-15 — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

[redacted] — Last Name

Juana — First Name

[redacted] — Email Address

The issue most important to me and my family is:

Education

Juana Gaytan — Signature

09-13-15 — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

[redacted] — Last Name

[redacted] — First Name

[redacted] — Email Address

The issue most important to me and my family is:

Jobs and kids going to school.

Ada Perry — Signature

4-17-15 — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

GROLDEAU DEAN
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is: JOBS

[signature] 4-13-15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Santa Maria Marcos
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:
Safety, Jobs, etc

[signature] 4-13-15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

GARCIA MARISSA
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:
Jobs

[signature] 4/13/15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

WISTERMAN RALPH
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Speed Bumps needed on Lamar.

Ralph C. Wisterman 4/13/2015
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

BOYLES Delores
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is: Safety

Delores Boyles 4/13/15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Figueroa Edgar
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Safety

Edgar Figueroa 4-13-15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

PETE — Last Name
THOMAS — First Name
[redacted] — Email Address

The issue most important to me and my family is: Education

X Thomas S. Pete — Signature
04/13/15 — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

MEZA — Last Name
JOANN — First Name
[redacted] — Email Address

The issue most important to me and my family is: Safety

[signature] — Signature
4-13-15 — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Winfield — Last Name
Sandy — First Name
[redacted] — Email Address

The issue most important to me and my family is: Education

Sandra Winfield — Signature
4-13-15 — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

HAGEMEYER KENNETH
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

CONTINUE BUILDING CASINO
JAZZ FESTIVAL DOWNTOWN
IMPROVE GLENDALE BLVD BETWEEN 43RD & 51ST

[signature] 4-14-15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

CANO Adela
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Adela Cano 4/14/15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Tommy Lee Arabio
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is: Safety.

Tommy Lee Arabio 4/13/15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Geerstnyder Elizabeth
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

BERG BERTUS
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:
Bigots cuts

Bertus Berg 4-14-15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

[redacted]
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:
family respect on the loop 101 + 75th ave

Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

HERRING NANCY
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Nancy Herring 4-14-2015
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

SALVATO ANTHONY
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

4/14/15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Reed Lorna
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

4-14-15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

SEWELL AMANDA
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Amanda Sewell 4-14-15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

BROWERS Helen
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Helen L Brown 4/14/15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Cordero Miguel
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Arzate — Eunice
Last Name — First Name

[redacted]
Email Address

The issue most important to me and my family is:

Eunice Arzate — 4/14/15
Signature — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Myers — Shirley
Last Name — First Name

[redacted]
Email Address

The issue most important to me and my family is:

Shirley Myers — 4-14-15
Signature — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Ontiveros — Steve
Last Name — First Name

[redacted]
Email Address

The issue most important to me and my family is:

Steve Ontiveros — 4/14/15
Signature — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Carrizoza Junior
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Signature 4-14-15
Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

PEREZ DIANNETTE
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Signature
Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

KING LINDA
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Signature 4/14/15
Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

CADIZ — Last Name
HAROLD — First Name
[redacted] — Email Address

The issue most important to me and my family is: SAFETY

Harold Cadiz — Signature
04/14/2015 — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

STACK — Last Name
DAVID — First Name
[redacted] — Email Address

The issue most important to me and my family is:

Signature
4/14/2015 — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

SNYDER — Last Name
JUDITH — First Name
[redacted] — Email Address

The issue most important to me and my family is:

Judith Carol Snyder — Signature
April 14, 2015 — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

ARTARICIO VICTORIA
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Victoria Sparicio 4-14-15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

KRZNARICH PAUL
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is: I DON'T LIKE THE CONSTANT GUN SHOW ADS. (:(

Paul Krz 4-14-15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Padilla Mariela
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

4/14/15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name: [redacted] First Name: [redacted]

Email Address: [redacted]

The issue most important to me and my family is: education

Signature: [redacted] Date: 4-14-15

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name: [redacted] First Name: [redacted]

Email Address: [redacted]

The issue most important to me and my family is: Education

Signature: [redacted] Date: 4-14-15

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name: [redacted] First Name: [redacted]

Email Address: [redacted]

The issue most important to me and my family is: Education.

Signature: [redacted] Date: 04-14-15

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name: REED First Name: JENNIFER

Email Address: [redacted]

The issue most important to me and my family is:

Education

Signature: Jennifer Reed Date: 4.14.15

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glenda[illegible] help local business and benefit our community with free public safety messaging like A[illegible]ber Alerts, Silver Alerts and "Wanted" posters.

Last Name: ROSA First Name: EDGAR

Email Address: [redacted]

The issue most important to me and my family is:

Police

Signature: Edgar Date: 4/14/15

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name: LATRONICO First Name: ROSE

Email Address: [redacted]

The issue most important to me and my family is:

Safety

Signature: Rose Latronico Date: 4/14/15

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

KNIGHT — Last Name

SHERYL — First Name

[redacted] — Email Address

The issue most important to me and my family is:

Education

Signature

4/14/15 — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Torres — Last Name

Matthews — First Name

[redacted] — Email Address

The issue most important to me and my family is: Jobs and Schooling

Signature

4-14-15 — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

WOTERS — Last Name

SHARON — First Name

[redacted] — Email Address

The issue most important to me and my family is:

Jobs

Sharon Woters

Signature

4-14-15 — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Camacho Vanessa
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Vanessa Camacho 4/19/15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

BAKER VICTORIA
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Education

Signature 4-14-15
Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Navarro CAROLINA
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Education

Signature 4/14/15
Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Allen Nikole
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Nikole Allen 4/20/15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Hansen Colleen
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Colleen Hansen 4-20-15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

STEEN PEGGY
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Peggy Steen 4/20/15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

O'Connor Gerald
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Gerald O'Connor 4-20-15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Navarrete Kimberly
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

4/20/15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Pape Beverly
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Beverly Pape 4-20-15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Dellahunt Dawn
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Dawn Dellahunt 4-20-15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

CARR SUSAN
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Susan Carr 4-20-15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

GREELEY JANET
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Janet Greeley 4/20/2015
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

LOPEZ Brittnee

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is:

Brittnee Lopez 4-20-15

Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

AVILA [redacted]

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is:

[redacted] 4-20-15

Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Smith Terry

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is:

[redacted] 4/20/15

Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Rodriguez Arturo

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is:

[signature] 4-14-15

Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

ANANEWATE JOSEPH

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is:

[signature] 04/15/15

Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

BALL DONALD

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is:

[signature] 4-14-15

Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

SIMPSON Elizabeth
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Elizabeth Simpson 4/20/15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

VALENCIA GLORIA
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Gloria Valencia 4-19-2015
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

ORTEGA JOE
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

4/19/15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

GARCIA MARIA

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is:
Parks not well lit. Not safe for families.

Signature 4/20/15

Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

GUERRERO CARNOLO

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is:

Signature 4-20-15

Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

PADEN DARYL

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is:

Signature 04/20/15

Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Williams Gael
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Casino- Stop it

Gael Williams 4-20-15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Jaime Pedro
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Pedro Jaime 4/20/15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

SCOTT-WALSH ALEX
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

DEVEREAUX CANDI
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Candi Devereaux 4-20-15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Reed Doug
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

4-20-15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Mullins Travis
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Safety, Drug Addicts Hanging out at Parks

4/20/15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

FEATHERSTONHAUGH NATHANIEL

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is:

4-20-15

Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

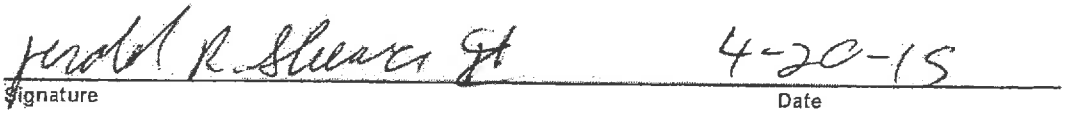
SHERMAN JERALD

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is:



4-20-15

Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

MCCARTHY MONICA

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is:

4/20/15

Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

MOORE KATHLEEN

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is:

[redacted] 4-20-15

Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

RICHARDSON BRET

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is:

HAPPINESS, EDUCATION, SAFTEY

[redacted] 4-20-15

Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

ANDERSON SHARON

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is:

[redacted] 4-20-15

Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

COLLINS ROB
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Robert A Collins 20 Apr 2015
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Glenn Samantha
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

4/20/15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Garner SHERRY
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

4/20/2015
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Garcia Jennifer
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Jennifer Garcia 4/20/15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Ortiz Stephanie
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Signature 4/20/15
Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name SMITH First Name TAMMY

[redacted]
Email Address

The issue most important to me and my family is:

Tammy Smith 4-20-15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

MCALISTER ELIZABETH
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is: [redacted]

Elizabeth McAlister 4-2015
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Greco Richard
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Richard Greco 4/20/15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Remo Bernadette
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Bernadette Remo 4/20/15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

MINTON ASHLEE
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Signature 4/20/15
Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

ALCOCER RICHARD
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Signature 4.20.2015
Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

HUSKEY JUDY
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Signature 4/20/15
Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Booth Jean
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Jean Booth 4/20/2015
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Hernandez Maria
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

4-20-2013
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

ELKAZ ANKA
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

4/20/15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name: [illegible] First Name: [illegible]

Email Address: [redacted]

The issue most important to me and my family is:

Signature: [illegible] Date: 4/20/15

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name: [illegible] First Name: [illegible]

Email Address: [redacted]

The issue most important to me and my family is: Public Saftey

Signature: [illegible] Date: 4/20/15

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name: FALKNER First Name: DEBRA

Email Address: [redacted]

The issue most important to me and my family is:

Signature: Debra Jo Falkner Date: 4/20/15

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Lynch — Last Name
Romelia — First Name
[redacted] — Email Address

The issue most important to me and my family is:

Romelia L Lynch — Signature
4/20/15 — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Cook — Last Name
Shane — First Name
[redacted] — Email Address

The issue most important to me and my family is:

[signature] — Signature
4/20/15 — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Carrillo — Last Name
Antonio — First Name
[redacted] — Email Address

The issue most important to me and my family is:

Antonio Carrillo — Signature
4-20-15 — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Dennis Schuler

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is:

[signature]

Signature 4-20-15

Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Ortuna Alhafaji

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is:

[signature]

Signature 4/20/15

Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Laurie Dale

Last Name First Name

[redacted] com

Email Address

The issue most important to me and my family is:

[signature]

Signature 4/20/15

Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Bessler Talia

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is:

Signature 4.20.15 Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name Craig O'Harris First Name

[redacted]

Email Address

The issue most important to me and my family is:

Signature 4-20-15 Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

KLEE DAVID

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is:

Signature 04/20/2015 Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

OSORIO Vanessa
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Vanessa 4-20-15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

SMITH ANNE
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Education

4/20/2015
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Amador Laura
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

4/20/15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

PERRY LOUIS
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is: CRIME

Louis Perry 4-20-15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Lemme JOHN
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Signature 4-20-15
Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Pat Fox Mariana
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is: Crime

Mariana Pat Fox 4-20-15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name: BULABEK First Name: JOK

Email Address: [redacted]

The issue most important to me and my family is: Safety from Crime

Signature Date: 05/07/15

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name: SOTO First Name: CELIA

Email Address: [redacted]

The issue most important to me and my family is:

Safety

Signature Date: 5-7-15

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name: Fernandez First Name: Silvia

Email Address: [redacted]

The issue most important to me and my family is:

Signature Date: 5/07/15

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

LE — Last Name

TIFFANY — First Name

[redacted] — Email Address

The issue most important to me and my family is: SAFETY

[redacted] — Signature

5/7/15 — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

DIANE BROOKS — Last Name / First Name

[redacted] — Email Address

The issue most important to me and my family is: more Street Cleaning fem Tax Revenue

[redacted] — Signature

5/7/15 — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

LEYVA — Last Name

Refugio — First Name

[redacted] — Email Address

The issue most important to me and my family is: Education

Refugio Leyva — Signature

5-7-15 — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

ALVAREZ — Last Name
AQUILEO — First Name
[redacted] — Email Address

The issue most important to me and my family is:

Signature
5-7-15 — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

BUI — Last Name
DAN — First Name
[redacted] — Email Address

The issue most important to me and my family is:

Signature
Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

LICHNER — Last Name
THOMAS — First Name
[redacted] — Email Address

The issue most important to me and my family is: CRIME

Signature
5/2/15 — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Sandra Gutierrez

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is:

Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

BUSTAMANTE Lisa

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is:

Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

GARCIA April

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is:

Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

WASHINGTON JAMES A

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is:

Progress IN Advertising

James A. Washington

Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

SPANG FRANK

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is:

Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Alejandre Diana

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is:

Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

LEONARD TANYA

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is:

[redacted]

Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Daly Jared

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is:

[redacted] 5/7/15

Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

ADAMS SUSIE

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is: Education

Susie V. Adams 5/7/15

Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name: [redacted] First Name: [redacted]

Email Address: [redacted]

The issue most important to me and my family is:

Signature: [redacted] Date: 4, 14, 2015

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name: [redacted] First Name: [redacted]

Email Address: [redacted]

The issue most important to me and my family is:

Signature: [redacted] Date: 4-14-15

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name: [redacted] First Name: [redacted]

Email Address: [redacted]

The issue most important to me and my family is:

Signature: [redacted] Date: 5-7-15

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

CAMPINS ANGEL
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

[redacted] 4-14-15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Trevino Michael
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

[redacted] 4/14/15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Luciano Alejandro
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

[redacted] 4/14/15
Signature Date

Glendale Issue Card

support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because will bring tax revenue to Glendale, help local business and benefit our community with ree public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name: Price First Name: JASON

Email Address: [redacted]

The issue most important to me and my family is: Education

Signature: [signature] Date: 4-14-15

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name: BRANDOLINO First Name: DAVID

Email Address: [redacted]

The issue most important to me and my family is:

Signature: [signature] Date: 4/14/15

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name: ESKAM First Name: MICHAEL

Email Address: [redacted]

The issue most important to me and my family is:

people PARKING ON YARD

Signature: Michael D Eskam Date: 4/14/15

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name CHITTOCK First Name ALISON

Email Address [redacted]

The issue most important to me and my family is:

Signature 4-4-15 Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name OLOZCO First Name VANESSA

Email Address [redacted]

The issue most important to me and my family is: Education

Signature 4-14-15 Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name PENTERIA First Name KRISTINA

Email Address [redacted]

The issue most important to me and my family is: Women's Issues

Signature 4/14/15 Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

JOHNSON — Last Name
TRENA — First Name
[redacted] — Email Address

The issue most important to me and my family is:

Trena Johnson — Signature
4/14/15 — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

ANDERSON — Last Name
JUDITH — First Name
[redacted] — Email Address

The issue most important to me and my family is:

Anderson, Judith — Signature
4-14-15 — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Gray — Last Name
Cedric — First Name
[redacted] — Email Address

The issue most important to me and my family is:

[signature] — Signature
4-15-2015 — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name: [illegible]

First Name: [illegible]

Email Address: [redacted]

The issue most important to me and my family is:

Signature

4/14/15
Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name: [illegible]

First Name: [illegible]

Email Address: [redacted]

The issue most important to me and my family is:

Signature

4/14/15
Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name: [illegible]

First Name: [illegible]

Email Address: [redacted]

The issue most important to me and my family is:

Signature

4-14-15
Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Vargas — Last Name
Elizabeth — First Name
[redacted] — Email Address

The issue most important to me and my family is:

[redacted] 4-14-15
Signature — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Lowry — Last Name
Mary — First Name
[redacted] — Email Address

The issue most important to me and my family is:

Mary Lowry 4-14-15
Signature — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Hunt — Last Name
Mark — First Name
[redacted] — Email Address

The issue most important to me and my family is:

Mark Hunt 4-14-15
Signature — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Turlong — First Name: John

Last Name

[redacted]

Email Address

The issue most important to me and my family is:

John F. Turlong — 4.14.15

Signature — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

LESCHBER — First Name: HARRY

Last Name

[redacted]

Email Address

The issue most important to me and my family is:

[signature] — 4-14-15

Signature — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

ALTOCER — First Name: CATHERINE

Last Name

[redacted]

Email Address

The issue most important to me and my family is:

Catherine L Alcorn — 4.14.15

Signature — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

DONALD JACK
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

[signature] 4-14-15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

ROBERT RICA
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

[signature] 4/14/2015
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

MCGOWAN DIANE
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Diane McGowan 4-14-15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Dominguez Patty
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Patty M Dominguez 4.14.15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

West Jason
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Jason K. West
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Chevres Alishea
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Eaddress71328@hotmail.com

Alisha Chevres 4/14/15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name: [illegible] First Name: [illegible]

Email Address: [redacted]

The issue most important to me and my family is:

Signature: [illegible] Date: 4-14-15

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name: King First Name: Michael

Email Address: [redacted]

The issue most important to me and my family is:

Signature: [illegible] Date: 4/14/15

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name: [illegible] First Name: Clifton

Email Address: [redacted]

The issue most important to me and my family is:

Signature: Clifton J. Wright Date: 04/14/15

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

HUNTER MATTHEW

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is:

[signature] 4-16-15

Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

NEWHALL MARIA

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is:

Newhall N Maria 04-16-15

Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is:

[signature]

Signature Date

Glendale Issue Card

support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because will bring tax revenue to Glendale, help local business and benefit our community with ee public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name: Tellez

First Name: Danielle

Email Address: [redacted]

The issue most important to me and my family is:

Signature

Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name: RICHARDSON

First Name: TERRY

Email Address: [redacted]

The issue most important to me and my family is:

Signature

4-16-15
Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name: Ortega

First Name: Alicia

Email Address: [redacted]

The issue most important to me and my family is:

Alicia Ortega

4-16-15
Signature

Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Edwards — First Name: Kendrick

Last Name

[redacted]

Email Address

The issue most important to me and my family is:

Kendrick Edwards — 4/16/15

Signature — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Jordan — First Name: Wayne

Last Name

[redacted]

Email Address

The issue most important to me and my family is:

Wayne Jordan — 4-16-15

Signature — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Wofford — First Name: Roger

Last Name

[redacted]

Email Address

The issue most important to me and my family is:

Roger Wofford — 4-16-15

Signature — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

VANOVICK Ted

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is:

Ted A. Vanovick 4-16-15

Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

FLORES MARIA

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is:

Maria C. Flores 4-16-15

Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Imperial Monica

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is:

4/16/15

Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name: [illegible] First Name: Kelly

Email Address: [redacted]

The issue most important to me and my family is:

Signature: [signature] Date: 4-16-15

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name: Sotelo First Name: Jonathan

Email Address: [redacted]

The issue most important to me and my family is:

Signature: JSotelo Date: 4-16-15

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name: Manuel First Name: Garay

Email Address: [redacted]

The issue most important to me and my family is:

Signature: Manuel Garay Date: 4-16-15

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

BEDNAREK BOGDAN
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Bogdan Bednarek 04-16-15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Jonathan Estrada
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

4-16-15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Chavez Amanda
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

4-16-15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Chigo — Paul
Last Name — First Name

[redacted]
Email Address

The issue most important to me and my family is:

[signature] — 4-16-15
Signature — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

TIMM — Daniel
Last Name — First Name

[redacted]
Email Address

The issue most important to me and my family is:

[signature] — 4/16/15
Signature — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Ruiz — Martha
Last Name — First Name

[redacted]
Email Address

The issue most important to me and my family is:

[signature] — 4-16-15
Signature — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

ANDERSON | DAVID

Last Name | First Name

[redacted]

Email Address

The issue most important to me and my family is:

[signature] 4/16/15

Signature | Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Lanoue | Samantha

Last Name | First Name

[redacted]

Email Address

The issue most important to me and my family is:

Samantha Lanoue 4/16/15

Signature | Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Michael | Dooher

Last Name | First Name

[redacted]

Email Address

The issue most important to me and my family is:

[signature] 4/16/15

Signature | Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Warren Michelle
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Signature 4/16/15
Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Snyder Timothy
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Education

Signature 4/16/15
Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Carlson Charlita
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Colin Carson

Signature 4-16-15
Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Ayala — Roberto
Last Name — First Name

[redacted]
Email Address

The issue most important to me and my family is:
Education

[signature] — 04/16/15
Signature — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Ayala — Roberto
Last Name — First Name

[redacted]
Email Address

The issue most important to me and my family is:
Education

RA — 04/16/15
Signature — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Arias — Alma
Last Name — First Name

[redacted]
Email Address

The issue most important to me and my family is:
Education

Alma Arias — 4/16/15
Signature — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Sabio — Last Name
Mel — First Name
[redacted] — Email Address

The issue most important to me and my family is:

Signature
4/16/15 — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

WOODWARD — Last Name
JEFFREY — First Name
[redacted] — Email Address

The issue most important to me and my family is:

Signature
4/16/15 — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

ROGGE — Last Name
BRIAN — First Name
[redacted] — Email Address

The issue most important to me and my family is:

Signature
4/16/15 — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

MARTINEZ IVAN

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is:

[signature] 4/16/15

Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Davis Barbara

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is:

[signature] 4-16-15

Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

WERTZ LEANN

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is:

[signature] 4-16-2015

Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

EDWARDS SCOTT

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is:

Scott Edwards 4/16/15

Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

ARCHULETA MICHAEL

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is:

Mary Bulz 16 th April 2015

Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

PURTYMUN DARLENE

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is:

EDUCATION

Darlene Purtymun 4-16-2015

Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Bustamante Melissa

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is:

Amber Alert, Education

4-16-15

Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

YAHYA FARSHAD

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is:

Public Safety

Farshad Yahya 4/16/15

Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

PETERSON STEVE

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is: Education

4-16-15

Signature Date

Glendale Issue Card

upport Becker Board's freeway billboard project at NWC of Loop 101 and Bell because will bring tax revenue to Glendale, help local business and benefit our community with e public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

WILSON KIM
ast Name First Name

[redacted]
mail Address

he issue most important to me and my family is:
Public Safety

4-16-15
ignature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

SAPIEN THOMAS
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is: Public Safety

04-16-15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

BUCK JAMES
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is: EDUCATION

4-16-15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

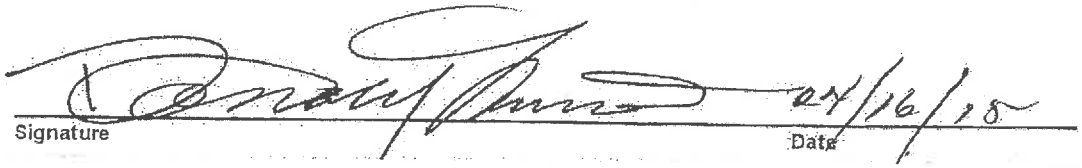
MANION | DAN

Last Name | First Name

[redacted]

Email Address

The issue most important to me and my family is:



Signature | Date 4/16/15

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

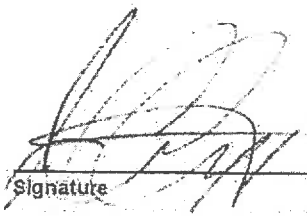
CASTONGUAY | JAMES

Last Name | First Name

[redacted]

Email Address

The issue most important to me and my family is: Estate Tax



Signature | Date 4-16-15

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

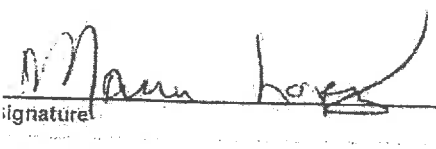
LOPEZ | MARIA

Last Name | First Name

[redacted]

Email Address

The issue most important to me and my family is:



Signature | Date 4/16/2015

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Seoriese Arlene
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

[redacted] 4/16/15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Hubpier Samantha
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Safety

[redacted] 4/16/15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Martinez Andrew
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

[redacted] 4-16-15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

DURBIN SANDY
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Education

Sandy L Durbin 4/16/15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

STANGER BARBARA
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

NO CASINO

Barbara Stanger 4/16/15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Ringhoff Margaret
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Margaret Ringhoff 4/16/15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Leonard — Last Name
Teresa — First Name
[redacted] — Email Address

The issue most important to me and my family is:

Teresa Leonard — Signature
4/16/15 — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Hill — Last Name
Stacey — First Name
[redacted] — Email Address

The issue most important to me and my family is:

Stacey A. Hill — Signature
4-16-15 — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

McCLURE — Last Name
CANDI — First Name
[redacted] — Email Address

The issue most important to me and my family is:

Candi McClure — Signature
4/14/15 — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Patos — Last Name

Delia — First Name

[redacted] — Email Address

The issue most important to me and my family is:

Signature

4/16/15 — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Martinez — Last Name

First Name

[redacted] — Email Address

The issue most important to me and my family is:

Signature

4-16-2015 — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Rhoads — Last Name

Rhonda — First Name

[redacted] — Email Address

The issue most important to me and my family is:

Signature

4-16-2015 — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

DANIEL SHEYAR — FAKHDOON

Last Name — First Name

[redacted]

Email Address

The issue most important to me and my family is:

Kids safety, public safety

Signature — 4/18/15 Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Judith Padegimas

Last Name — First Name

[redacted]

Email Address

The issue most important to me and my family is:

Judith Padegimas — 4/18/15

Signature — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Torres — Robert

Last Name — First Name

[redacted]

Email Address

The issue most important to me and my family is:

Safety

4/16/15

Signature — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

HARPER JAMES
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Stop Drugs

James Harper 4-18-15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Johnston Amanda
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is: Drugs

Amanda Johnston 4.18.15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Arellano Dayis
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

education

4-18-15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

ESCOBAR | NORMA CRUZ

Last Name | First Name

[redacted]

Email Address

The issue most important to me and my family is: Education

Signature | Date 4/18/15

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

BLEHANE | JANE

Last Name | First Name

[redacted]

Email Address

The issue most important to me and my family is: Free Amber Alert

Signature | Date 4/18/15

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Meigar | Frank

Last Name | First Name

[redacted]

Email Address

The issue most important to me and my family is:
Public Safety

Signature | Date 4/18/15

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

PERETA | REUBEN

Last Name | First Name

[redacted]

Email Address

The issue most important to me and my family is: Education

Signature | Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

REHDER | MARY

Last Name | First Name

[redacted]

Email Address

The issue most important to me and my family is:

EDUCATION

Mary Rehder 4/18/015

Signature | Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Hernandez | George

Last Name | First Name

[redacted]

Email Address

The issue most important to me and my family is: Crime

Signature 4/18/15

Signature | Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

BERRELLES DORA

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is: Education

Dora Berrelles 3/18/15

Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

BOARD STEVE

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is: Education.

4/18/2015

Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

GASTELUM CESAR

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is:

Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Fuller — Last Name
Scott — First Name
[redacted] — Email Address

The issue most important to me and my family is:

Scott M. Fuller — Signature
4-18-15 — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Payne — Last Name
Leah — First Name
[redacted] — Email Address

The issue most important to me and my family is:

Dean Payne — Signature
4/14/15 — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Rentaria Rodriguez — Last Name
Manuel — First Name
[redacted] — Email Address

The issue most important to me and my family is:

Manuel Rentaria — Signature
5-15-15 — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

HERNANDEZ — Last Name

FEDERICO — First Name

[redacted] — Email Address

The issue most important to me and my family is: education

Federico Hernandez — Signature

4-19-15 — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

CHADWICK — Last Name

GLEN — First Name

[redacted] — Email Address

The issue most important to me and my family is:

Glen Chadwick — Signature

19 APR 2015 — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

WARD — Last Name

SHIRLEY — First Name

[redacted] — Email Address

The issue most important to me and my family is:

Shirley Ward — Signature

4-19-15 — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Gonzales — Maria
Last Name — First Name

[redacted]
Email Address

The issue most important to me and my family is:

Maria Gonzales 4/19/15
Signature — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

FARLOW — THOMAS
Last Name — First Name

[redacted]
Email Address

The issue most important to me and my family is:

Signature — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Ana — Laura
Last Name — First Name

[redacted]
Email Address

The issue most important to me and my family is:

Signature — 04-19-15
Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Roberts Damion

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is: It could help save lives

[signature]

Signature

04/19/15

Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

VELDUZCO BERENICE

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is: To be Safe

[signature]

Signature

4-19-2015

Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

CELAYA STEPHANIE

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is:

Stephanie Celaya

Signature

4.19.15

Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Victor — Last Name
Rocha — First Name
[redacted] — Email Address

The issue most important to me and my family is:

Victor Rocha — Signature
4/19/15 — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

THOMPSON — Last Name
DOROTHY — First Name
[redacted] — Email Address

The issue most important to me and my family is: education

Dorothy Thompson — Signature
4-19-15 — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Arellano — Last Name
Mary — First Name
[redacted] — Email Address

The issue most important to me and my family is:

Signature
4-19-15 — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Ronald Sergio
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

General overall safety

[signature] 7-19-15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Poythe Thomas
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

[signature] 7/19/15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Johnson Monica
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is: Amber Alert, Safety

[signature] 4/19/15
Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

[redacted] ANGEL
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is: Family Safety Education

Angie Aguilera 4/10/15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

SALAZAR MATTHEW
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is: Family Safety

M Salazar 4-19-15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

ARROYO Dawna
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is: Crime

4/19/15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Wright — Last Name
Corinne — First Name
[redacted] — Email Address

The issue most important to me and my family is: Education

[signature] — Signature
4-20-15 — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Hagan — Last Name
Jaylen — First Name
[redacted] — Email Address

The issue most important to me and my family is:

[signature] — Signature
4/20/15 — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Harry — Last Name
Troy — First Name
[redacted] — Email Address

The issue most important to me and my family is:

[signature] — Signature
4-20-15 — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Johnston — Last Name
Shawn — First Name
[redacted] — Email Address

The issue most important to me and my family is: Crime

Signature
4-20-15 — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Camacho — Last Name
Brianna — First Name
[redacted] — Email Address

The issue most important to me and my family is: education

Signature
4-20-15 — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Wilson — Last Name
Victoria — First Name
[redacted] — Email Address

The issue most important to me and my family is:

Signature
4-20 — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name: Fullmer First Name: Kristen

Email Address: [redacted]

The issue most important to me and my family is: education

Signature: Kristen Fullmer Date: 4-20-15

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name: BIRD First Name: ELIZABETH

Email Address: [redacted]

The issue most important to me and my family is: Crime

Signature: Elizabeth Byrd Date: 5-7-15

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name: [illegible] First Name: [illegible]

Email Address: [redacted]

The issue most important to me and my family is: Public Safety

Signature: Victor Aneen Date: 5.7.15

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Parish — Last Name
Amanda — First Name
[redacted] — Email Address

The issue most important to me and my family is: education

Amanda Parish — Signature
5-7-15 — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Wilcox — Last Name
Timothy — First Name
[redacted] — Email Address

The issue most important to me and my family is:
Education

[signature] — Signature
5/7/15 — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Ware — Last Name
Marian — First Name
[redacted] — Email Address

The issue most important to me and my family is: Safety

[signature] — Signature
05/07/15 — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Xochitl Rodriguez
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is: EDUCACION

[signature] 05/7/15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Barrera Sandra
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

[signature] 5-7-15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Steven Steven
Last Name Ridley First Name

[redacted]
Email Address

The issue most important to me and my family is: Crime

Steven Ridley 5-7-15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

[redacted] Bernard

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is:

Bernard W 5-7-2015

Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Zapata Reynaldo

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is:

Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Chavez Juan

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is:

Signature

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

REDISKE JANET

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is:

Janet Rediske 5-7-15

Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

MARTINEZ SYLVIA

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is:

Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Landed for Nandez

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is:

Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

MEZA BLANCA
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:
Education and 4oition.

[redacted] 5-7-15.
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

SERRANO VICTOR
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is: Safety

[redacted] 05/07/15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

SPANO NEOMI
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:
Streets

[redacted] 5-7-15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Bonnie Kathy
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Education

Kathy Bonnie 4/14/15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

LEONARD CLARA
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

5/7/15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

BAKER JERRY
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

5-7-15
Signature Date

Glendale Issue Card

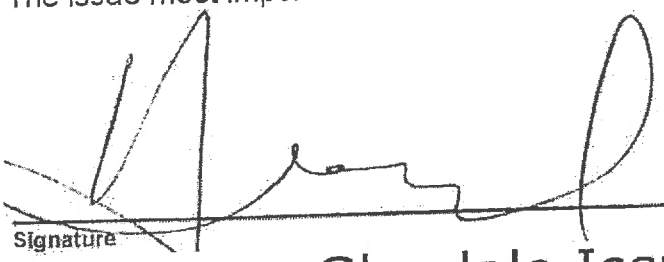
I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

TATE — Last Name

KARL — First Name

[redacted] — Email Address

The issue most important to me and my family is:



4-14-15 — Date

Signature

Glendale Issue Card

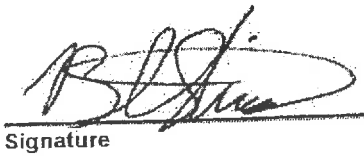
I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

STINE — Last Name

BLAKE — First Name

[redacted] — Email Address

The issue most important to me and my family is:



4-14-15 — Date

Signature

Glendale Issue Card

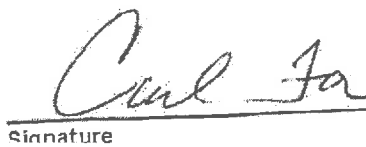
I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

FOX — Last Name

CARL — First Name

[redacted] — Email Address

The issue most important to me and my family is:



4/14/15 — Date

Signature

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

MAXWELL AUDREY

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is:

Audrey Maxwell 4-14-15

Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Dig92 Johnny

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is:

4/14/15

Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name DYER First Name LOIS

[redacted]

Email Address

The issue most important to me and my family is:

Lois Dyer 4-14-15

Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name: Moreno First Name: Gabriela

Email Address: [redacted]

The issue most important to me and my family is:
Education

Signature 4/14/15 Date

60.

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name: Reyes First Name: Adrian

Email Address: [redacted]

The issue most important to me and my family is: immigration

Signature 4/14/15 Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name: [illegible] First Name: [illegible]

Email Address: [redacted]

The issue most important to me and my family is:
Education

Signature 4-14-15 Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

TAYLOR — First Name: WALTER

Last Name

[redacted]

Email Address

The issue most important to me and my family is:

Signature — 4-14-15 — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

ANDERSON — First Name: WINKLE

Last Name

[redacted]

Email Address

The issue most important to me and my family is:

Signature — 4-14-15 — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

PRESCOTT — First Name: ANGELA

Last Name

[redacted]

Email Address

The issue most important to me and my family is:

Signature — 4-14-15 — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name: [illegible] First Name: Amanda

Email Address: [redacted]

The issue most important to me and my family is:

Amanda Duszak 4/14/15

Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name: Hunt First Name: Amy

Email Address: [redacted]

The issue most important to me and my family is:

Amy Hunt 4/12/15

Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name: BALLARD First Name: CANDACE

Email Address: [redacted]

The issue most important to me and my family is:

Candace J Ballard 4/14/15

Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Virgas Karen
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

[redacted]

Signature 4/13/15
Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Ackman Tina
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

[redacted]

Signature 4-14-15
Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

KLEINMANN Robert
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is: [redacted]

Signature 4-14-2015
Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Lopinto Brianna
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Brianna Lopinto 4-14-15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

DICARLO BONNIE
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

4/14/15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Gonzales Cynthia
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Cynthia Gonzales 4-14-15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Varnum — Last Name
John — First Name
[redacted] — Email Address

The issue most important to me and my family is:
Billboard Visability

Signature — Date: 4/14/2015

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Anderson — Last Name
Delories — First Name
[redacted] — Email Address

The issue most important to me and my family is:

Signature — Date: 4/14/2015

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Wilshack — Last Name
Kelly — First Name
[redacted] — Email Address

The issue most important to me and my family is:

Signature — Date: 4/15/15

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Charley Monica

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is:

[redacted] 4-14-15

Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is:

Patricia Wright 4-14-15

Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

WILBORN MELODY

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is:

[redacted] 4-14-15

Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

MARTINEZ — Last Name
GONZALO — First Name
[redacted] — Email Address

The issue most important to me and my family is:

Signature
4/14/2015 — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

[illegible] — Last Name
[illegible] — First Name
[redacted] — Email Address

The issue most important to me and my family is:

Signature
4-16-15 — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

EVANS — Last Name
DARIN — First Name
[redacted] — Email Address

The issue most important to me and my family is: [illegible]

Signature
4/16/2015 — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Brown — Donna

Last Name — First Name

[redacted]

Email Address

The issue most important to me and my family is:

Signature — 4-16-15 — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

DOMINIQUE PIVALUES

Last Name — First Name

[redacted]

Email Address

The issue most important to me and my family is:

Signature — 4/16/15 — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

YERGER — SANDRA

Last Name — First Name

[redacted]

Email Address

The issue most important to me and my family is:

Signature — 4-16-15 — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Johns — Last Name

Jamil — First Name

[redacted] — Email Address

The issue most important to me and my family is:

Signature

4/16/15 — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Sinacs — Last Name

Wanis — First Name

[redacted] — Email Address

The issue most important to me and my family is:

Signature

4/16/15 — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Booth — Last Name

James — First Name

[redacted] — Email Address

The issue most important to me and my family is:

Signature

9/16/15 — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Dennis Sabicer

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is:

[redacted] 4/17/2015

Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

McClure Edmund

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is:

Edmund J. McClure 4/16/15

Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

RICKETTS JOSEPH

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is:

Joseph L. Ricketts 4/16/15

Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

OLIVAS Conception
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Signature 4-16-15
Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Arciniega Armando
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Signature 4-16-15
Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Gilbert Moore
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Signature 4-16-15
Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Humphrey Patrick
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

4-16-15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Pierce Kelly
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Kelly Pierce 04.16.15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Herrada Cristian
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Cristian Herrada 4-16-15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

McFadden Lesha
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Lesha McFadden 4-11-15
Signature Date

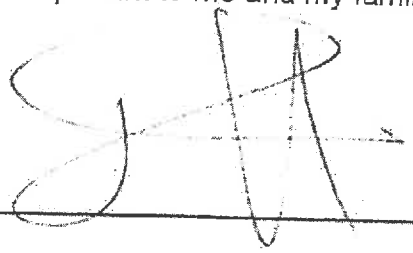
Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Alldos Jamila
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:



Signature 4/16/15 Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

[redacted] Christina
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Signature 04-16-2015 Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

THORSEN MICHELLE
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Michelle Thorsen 4/16/15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

CRUZ CASSANDRA
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Cassandra Cruz 4-16-15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

HOLSTINE KIMBERLY
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

K. Holstine 4/16/2015
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

HERNANDEZ IRENE

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is:

Irene Hernandez 4/16/15

Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

MARCUM RICHARD

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is:

Public Safety

Richard A Marcum 4-16-15

Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Verdugo Richard

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is:

4/16/15

Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name: [illegible] First Name: [illegible]

Email Address: [redacted]

The issue most important to me and my family is: Education

Signature [illegible] Date 04/16/15

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name: [illegible] First Name: [illegible]

Email Address: [redacted]

The issue most important to me and my family is:

Education

Signature [illegible] Date 04/16/15

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name: [illegible] First Name: [illegible]

Email Address: [redacted]

The issue most important to me and my family is:

Public Safety

Signature [illegible] Date 4-16-2015

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Young Kristyn

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is:

[redacted] 4/16/15

Signature

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Jones Katherine

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is:

Katherine A Jones

Kath Jones Katherine 4-16-15

Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Sargent Thomas

Last Name First Name

[redacted]

Email Address TSargent@Live.com

The issue most important to me and my family is:

T Sargent 04/16/2015

Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

HAMMOND — Last Name
CARLESSA — First Name
[redacted] — Email Address

The issue most important to me and my family is:

Signature — Date 4/16/15

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Hinegardner — Last Name
Brittany — First Name
[redacted] — Email Address

The issue most important to me and my family is:

Signature — Date 4-16-15

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Harris — Last Name
Tiana — First Name
[redacted] — Email Address

The issue most important to me and my family is:

Signature — Date 4/16/15

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Baldwin — Last Name
Denorn — First Name
[redacted] — Email Address

The issue most important to me and my family is:

Education

Denorn Baldwin — Signature
4/16/15 — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Wiebe — Last Name
Allan — First Name
[redacted] — Email Address

The issue most important to me and my family is:

Signature
4/16/15 — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

CHAPIN — Last Name
DEO — First Name
[redacted] — Email Address

The issue most important to me and my family is:

Deo Chapin — Signature
4/16/15 — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name: Fuentes First Name: Lydia

Email Address: [redacted]

The issue most important to me and my family is: Increasing Educational Dollars to the Classrooms + Teachers,

Signature: [signature] Date: 4-16-15

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name: Peterson First Name: Maureen

Email Address: [redacted]

The issue most important to me and my family is: Education

Signature: Maureen Peterson Date: Apr 16, 15

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name: Bourque First Name: Timothy

Email Address: [redacted]

The issue most important to me and my family is: Safety

Signature: [signature] Date: 4/16/15

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name: [redacted] First Name: [redacted]

Email Address: [redacted]

The issue most important to me and my family is:

Signature: [redacted] Date: 4-16-15

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name: [redacted] First Name: [redacted]

Email Address: [redacted]

The issue most important to me and my family is:

Public Safety

Signature: [redacted] Date: 4/16/15

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name: [redacted] First Name: [redacted]

Email Address: [redacted]

The issue most important to me and my family is: None

Signature: [redacted] Date: 4/16/2015

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Ramos Juan
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Economy

Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Bermudez Manuela
Last Name: Bermudez First Name Manuela

[redacted]
Email Address

The issue most important to me and my family is:

Signature 4/16/2015
Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Acuna Richard
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Signature 4/16/15
Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

FIELDS Joyce

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is:

Joyce R Fields April 16, 2015

Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Lovell Nicole

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is:

Education System

04/16/15

Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Silva Doloris

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is:

X Doloris Silva 4/16/2015

Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Watson Teslie
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Teslie D Watson 4/16/15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Gilbert Blair Sandra
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Sandra Gilbert Blair 4/16/15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

BETTY BETTY
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Betty Jo Betty 4-16-15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Perales Joe
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Joe Perales 4/18/15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

TRUDY AMES
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Trudy Ames 4/18/15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

PENA PEARL
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Pearl O Pena 4-18-15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Hall Jaylen
Last Name First Name

Hall Jaylen
Email Address [redacted]

The issue most important to me and my family is:

Jaylen Hall 4/18/15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Coronado Alex
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is: Safe Streets

Alex C 4/18/15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Mythili Jsten Sarath
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Sarath Mythili 4/18/15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Beltran — Last Name
Adriana — First Name
[redacted] — Email Address

The issue most important to me and my family is:

Adriana Beltrán L. — Signature
4/18/15 — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

JAGGART — Last Name
CRYSTAL — First Name
[redacted] — Email Address

The issue most important to me and my family is:

Crystal Jaggart — Signature
4/15/15 — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Lopez — Last Name
Ralph — First Name
[redacted] — Email Address

The issue most important to me and my family is:

Jobs

Ralph Lopez — Signature
4-18-15 — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name Gray First Na[redacted]

Email Address [redacted]

This issue most important to me and my family is: Public Safety

Signature 4-15-15 Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

PEREZ Last Name MANUEL First Name

Email Address [redacted]

The issue most important to me and my family is:

Signature 4/12/15 Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

VILLAGOMEZ Last Name LUCIA First Name

Email Address [redacted]

The issue most important to me and my family is:

Signature 4/12/15 Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Heald Shelton
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Shelton Heald 4-19-15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Cabrera Jose
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

4-19-15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Moreno Linda
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Signature 4/19/15
Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Rivera Sixta
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is: Public Safety

[signature] 4-19-15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Marsh Tracy
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

[signature] 4/19/15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Martinez Jose
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

[signature] 04/19/15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Macie Lisa
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Lisa Macie 4/19/15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Celaya Angel
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Angel Celaya 4-19-2015
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

ALVARADO YAZMIN
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is: Education

Yazmin Alvarado 4/19/15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

KISH — Last Name
WILLIAM — First Name
[redacted] — Email Address

The issue most important to me and my family is: Education

William Kish — Signature
4/15-15 — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

RAMOS — Last Name
Marina — First Name
[redacted] — Email Address

The issue most important to me and my family is:

Signature
4/19/15 — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Segura — Last Name
Delia — First Name
[redacted] — Email Address

The issue most important to me and my family is:

Delia Segura — Signature
4-19-15 — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

GOOD MARIA

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is:

[redacted]

Signature 4-13-15 Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

MACIAS Fred

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is:

[redacted]

Signature 4-13-15 Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

MARTINEZ DANIEL

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is:

[redacted]

Signature 4/13/14 Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

ANDRADE — Last Name
VICTOR — First Name
[redacted] — Email Address

The issue most important to me and my family is:

Victor M. Andrade SR. — Signature
Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

LOPEZ — Last Name
STEVEN — First Name
[redacted] — Email Address

The issue most important to me and my family is:

Signature
4-13-15 — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

RAMIREZ — Last Name
SOPHIA — First Name
[redacted] — Email Address

The issue most important to me and my family is:

Signature
4/13/15 — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name: Daniel First Name: Paul

Email Address: [redacted]

The issue most important to me and my family is:

Education

Paul T. Daniel 4-13-15

Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name: Pelitran First Name: Cynthia

Email Address: [redacted]

The issue most important to me and my family is:

public safety

Signature 04-13-15 Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name: MOORE First Name: JOHN

Email Address: [redacted]

The issue most important to me and my family is:

Education

John Moore 4/13/15

Signature Date

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Blackman Chelsey
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Chelsey Blackman 4/13/15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

SMALSTIG ARTHUR
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is: Education

Arthur Smalstig 4-13-15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Washington Cayla
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:
education

Cayla Washington 4-13-15
Signature Date

Glendale Issue Card

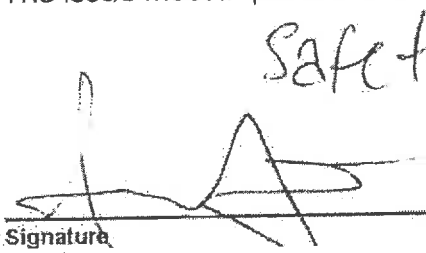
I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Amezquita Manfredo
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Safety



04-13-15
Signature Date

Glendale Issue Card

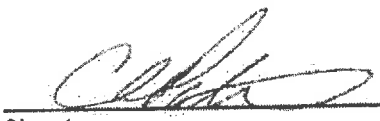
I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Patton Chris
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Education



4/13/15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Rojo Aaron
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

education

Rojo, Aaron 4/13/15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

CARMEN Negrete

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is:

Seguridad.

Signature 4-13-015

Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Thomas Carol

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is:

Jobs, Education

Signature 4-15-15

Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Lesh Wallace

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is:

Education

Signature 4-13-15

Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

HERNANDEZ HERRERA
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is: Education

Signature 4/13/15
Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

ESTRADA CITLALI
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:
education

Signature 4-13-15
Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

GROTBECK Travis
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is: Jobs

Signature 4-13-2015
Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

IRIS MEZA
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is: Safety

Iris Meza 4-13-15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Abdulameer Qahtan
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is: Education

4.13.15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Garcia Hernandez Jose
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is: public safety

4/13/15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

TOMFORD GUY
Last Name First Name

841@ [redacted]
Email Address

The issue most important to me and my family is:

Guy S. Tomford 4-14-15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name First Name [redacted]

The issue most important to me and my family is:

Safety

[redacted] 4.13.15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

HERNANDEZ ALEJANDRO
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is: Education

Alejandro Hdez. 4/13/2015
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

KISSELMAN RHOADS
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

BRADO ROSA MARIA
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Rosa Maria Brado 4-14-15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

JOSE BORQUEZ
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

4-14-15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

HAENDIGER — Last Name
MARLENE — First Name
[redacted] — Email Address

The issue most important to me and my family is:

Marlene Haendiger — Signature
Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

~~Charles~~ Potvin — Last Name
Charles — First Name
[redacted] — Email Address

The issue most important to me and my family is:

Charles Potvin — Signature
4-14-15 — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Samuel — Last Name
Barlue — First Name
[redacted] — Email Address

The issue most important to me and my family is:

Sam Barlue — Signature
4-14-15 — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

BOWERS ERIC

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is:

[signature] 4-14-2015

Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

HERRING ARTHUR

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is:

[signature] 4-14-15

Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

OLIVIA Wellington

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is:

[signature] 4-14-15

Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Verdugo Francisco
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

[signature]
Signature

4-14-15
Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Heintzelman Sarah
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

[signature]
Signature

4/14/15
Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

CALDWELL DONTAE
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

[signature]
Signature

4-14-15
Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

ESQUIVEL — Last Name

ERICA — First Name

[redacted] — Email Address

The issue most important to me and my family is:

Signature

4/14/15 — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Tossing — Last Name

Sheldon — First Name

[redacted] — Email Address

The issue most important to me and my family is:

Signature

4/14/15 — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Perry — Last Name

Candice — First Name

[redacted] — Email Address

The issue most important to me and my family is:

Signature

4.14.15 — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name: GLOVER First Name: FAITH

Email Address: [redacted]

The issue most important to me and my family is: Water purity

Signature: Faith Glover Date: 4/14/15

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name: ROSAS First Name: DE TRADITIONAL

Email Address: [redacted]

The issue most important to me and my family is:

Signature: Angel P. Date: 4/14/2015

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name: REINARD First Name: KENT

Email Address: [redacted]

The issue most important to me and my family is:

Signature: Kent Reinard Date: 4/14/15

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

LOCKWOOD | SHARON | K

Last Name | First Name

[redacted]

Email Address

The issue most important to me and my family is:

Sharon K. Lockwood 4-14-15

Signature | Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

[redacted] | Garcia

Last Name | First Name

[redacted]

The issue most important to me and my family is:

Efrain Corcin 4/14/15

Signature | Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

SNYDER | [redacted]

Last Name | First Name

[redacted]

Email Address

The issue most important to me and my family is:

Signature | Date

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name: Cacho First Name: Aaron

Email Address: [redacted]

The issue most important to me and my family is: Police

Signature: [signature] Date: 4/14/15

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name: Hagan First Name: Lisa

Email Address: [redacted]

The issue most important to me and my family is: Amber Alerts

Signature: [signature] Date: 4/14/15

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name: Valenzuela First Name: Martha

Email Address: [redacted]

The issue most important to me and my family is:

Signature: Martha Valenzuela Date: 4-14-15

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

LAWRENCE — Last Name
THOMAS — First Name
[redacted] — Email Address

The issue most important to me and my family is: Alerts

[redacted] — Signature
4-14-2015 — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Fritz — Last Name
Chandra — First Name
[redacted] — Email Address

The issue most important to me and my family is:

public safety

Chandra Fritz — Signature
4/14/15 — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

MULLINS — Last Name
KATHRYN — First Name
[redacted] — Email Address

The issue most important to me and my family is:

NEIGHBORHOOD SAFETY

K Mullins — Signature
4/14/15 — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

LACOTTA — Last Name
MELANIE — First Name
[redacted]

The issue most important to me and my family is:

Safety + jobs

Melanie M. Lacotta — Signature
4-14-15 — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

[illegible] — Last Name
Natasha — First Name
[redacted] — Email Address

The issue most important to me and my family is:

[illegible] JOBS, [illegible]

[illegible] — Signature
[illegible] — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

JACK EDELEN — Last Name
First Name
[redacted] — Email Address

The issue most important to me and my family is:

JOB SAFTY

Jack Edelen — Signature
4-14-15 — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name: Holloway First Name: Frank

Email Address: [redacted]

The issue most important to me and my family is:

Education

Signature: Frank A. Holloway Date: 4/14/15

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name: Aguilar-Mills First Name: Sandra

Email Address: [redacted]

The issue most important to me and my family is:

education

Signature: [signature] Date: April-14-2015

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name: Glenn First Name: Mollie

Email Address: [redacted]

The issue most important to me and my family is:

education

Signature: [signature] Date: 4/14/2015

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

SILVAS CHRIS
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

[redacted] 4/19/15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Monjaraz Eduardo
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Eduardo 4-19-15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Monserath Andrea
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Andrea Monserath 4/14/15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name: [redacted] First Name: [redacted]

Email Address: [redacted]

The issue most important to me and my family is:

Signature: [redacted] Date: 4/19/15

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name: [redacted] First Name: [redacted]

Email Address: [redacted]

The issue most important to me and my family is:

Signature: [redacted] Date: 4/19/15

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name: [redacted] First Name: [redacted]

Email Address: [redacted]

The issue most important to me and my family is:

Signature: [redacted] Date: 4/19/15

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Anastacia
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Anastacia Gonzalez 4/19/15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Velazquez Octavio
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Octavio Velazquez 4-19-15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Zamarripa Enrique
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

4/19/2015
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

MATA MARK
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Mark Mata 4-19-15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

GABRIEL JUAN
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

4/19/15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Cuellar Richard A
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Richard A. Cuellar 4-19-15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

SIMONICH ZORICA

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is:

[redacted]

Signature Date 04-14-15

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

KNUTSON KENT

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is:

[redacted]

Signature Date 4/14/15

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

ESQUIVEL VIVIANA

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is:

[redacted]

Signature Date 4/14/15

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

FLINT JAMES
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

[redacted] 4-18-15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Leyva Juanita
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Juanita Leyva 4/18/15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

[redacted] Mujica Irma
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

[redacted] 4/18/15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Nunez Jessica

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is: Public Saftey

Signature 4-18-15

Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Blanchette Stacey

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is: Public Saftey

Signature 4-18-15

Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Coronado Tonia

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is: Safe Streets

Signature 4/18/15

Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Emma Martinez
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Emma Martinez 4/18/15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Cominez Maricela
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

4/18/15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Villavicencio
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

04/18/2015
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Ramsey Chris
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:
Education

Signature 4-19-15
Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Benslund Steff
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Signature 4/18/2015
Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Martinez Derrick
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Signature 4/18/15
Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Signature 4/19/15
Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Tenario Samantha
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Signature 4-19-2015
Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Cabrera Griselda
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Signature 4-19-15
Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

DeLeon — Last Name
Roseann — First Name
[redacted] — Email Address

The issue most important to me and my family is: Reduce Crime

Roseann DeLeon — Signature
4-19-15 — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

APONTE — Last Name
MILAGROS — First Name
[redacted] — Email Address

The issue most important to me and my family is: Public Safety

Milagros Aponte — Signature
4.19.2015 — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

WONG — Last Name
SHIRLEY — First Name
[redacted] — Email Address

The issue most important to me and my family is:

Shirley Wong — Signature
4/19/15 — Date

Glendale Issue Card

upport Becker Board's freeway billboard project at NWC of Loop 101 and Bell because vill bring tax revenue to Glendale, help local business and benefit our community with e public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

ESTCHENIE VALENCIA
First Name
ast Name

[redacted]
mail Address

he issue most important to me and my family is:

Signature

4-19-15
Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

ROSE Lucian
First Name
Last Name

[redacted]
Email Address

The issue most important to me and my family is:

Lucian Rose 4/19/15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Gonzalez Maria
First Name
Last Name

[redacted]
Email Address

The issue most important to me and my family is:

Maria Isaura Gonzalez 4-19-15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

GALINDO MANUEL
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Education

Manuel Galindo 4/13/14
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

WILLIAM P. ~~KELSH~~
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Karen Thomas
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Karen Thomas 4-19-15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Sauza Maria

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is:

Maria Sauza 04/13/15

Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

GOOD DAVID

Last Name First Name

[redacted]

Email Address mariaanddavid@live.com

The issue most important to me and my family is:

Public

David A Good 4-13-15

Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

[redacted] RICHARD

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is:

Richard Rich 4-13-15

Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

POTTINGER — NICHOLE
Last Name — First Name

[redacted]
Email Address

The issue most important to me and my family is:

N. Pottinger — 4/20/15
Signature — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Dittger — Mary
Last Name — First Name

[redacted]
Email Address

The issue most important to me and my family is:

Mary Ann Dittger — 4/20/15
Signature — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Sandia — Ernesto
Last Name — First Name

[redacted]
Email Address

The issue most important to me and my family is:

[signature] — 4/20/15
Signature — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

HERNANDEZ JORGE
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Signature 4/2015 Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

PARGAS RAMON
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Ramon D. Pargas 4/20/2015
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

MARYNIAK JOE
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Joe Maryniak 4-20-2015
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Klein Bryan

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is:

[signature] 4·20·15

Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Herman Simmons

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is:

Herman Simmons 4/20/2015

Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

MAST, NANCY

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is:

Nancy Mast 4/20/15

Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

FALKNER DAVID

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is:

Signature 4/20/15 Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Elliott Jeff

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is:

Signature 4/20/15 Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

FREDERICK Michael

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is:

Signature 4/20/15 Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Carmie Lou Lou
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

4/20/15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Campa Letitia
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

4-20-15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Barraza Miguel
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Education

Miguel Barraza 04/20/15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Rose Hernandez
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Education

Rose Hernandez
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

MOORE Refugio A
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Education

Refugio Moore 4/13/15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Vasquez Pearl
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Pearl C Espinoza-Vasquez 4.13.15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

SMALSTIG — Last Name

RONDA — First Name

[redacted] — Email Address

The issue most important to me and my family is: education

~~Education~~

Ronda Smalstig — Signature

4-13-15 — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

TURNER — Last Name

WILLIAM — First Name

[redacted] — Email Address

The issue most important to me and my family is:

Education

Signature

4/13/15 — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

JONES — Last Name

CHRISTINE — First Name

[redacted] — Email Address

The issue most important to me and my family is:

Public safety

Signature

4-13-2015 — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

DIONICIO FAIR TECNICO
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:
Education, Job, Sanitation, Stray animals

[redacted] 4-13-15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

ROUK Paul
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Education

[redacted] 4-13-15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Gilmore Matthew
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

[redacted] 4-13-15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

[redacted]
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Safety

A. Buteado 4/13/15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

[redacted]
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Education

4.13.15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

[redacted]
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Education

Jesus Gaytan 04-13-15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name: [illegible] First Name: [illegible]

Email Address: [redacted]

The issue most important to me and my family is:

Jobs

Signature: [illegible] Date: 4-13-15

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name: GROLBERT First Name: DALLAS

Email Address: [redacted]

The issue most important to me and my family is: Jobs

Signature: Dallas Grolbert Date: 4-13-15

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name: [illegible] First Name: Chris

Email Address: [redacted]

The issue most important to me and my family is: Education

Signature: [illegible] Date: 4/13/15

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Villa@ Mercedes
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is: Education

Signature 4-13-15 Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Garcia Roxana
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is: public safety

Signature 4/13/15 Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Chavez Matthew
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is: Education

Signature 4/13/15 Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Gradillas Sandra
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:
need speedbumps in Glendale.

Sandra Gradillas 4-13-15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

RESENDIZ Stephanie
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is: Safety

[redacted] 4/13/2015
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

OMARMEZA
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is: Safety

Omar Meza 4-13-15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Tijerina Daniel
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Daniel Tijerina 4-13-15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

HENDERSON Cecilia
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Cecilia R. Henderson 4-14-15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

STANDERS DONALD
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Johnson — Last Name

Jeff — First Name

[redacted] — Email Address

The issue most important to me and my family is:

Signature — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Baird — Last Name

Doris — First Name

[redacted] — Email Address

The issue most important to me and my family is:

Signature — 4-14-15 — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Lott — Last Name

William — First Name

[redacted] — Email Address

The issue most important to me and my family is:

William Lott — Signature

4-14-2015 — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

PORRES — Last Name

CARLOS — First Name

[redacted] — Email Address

The issue most important to me and my family is:

Signature — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

MARTINEZ — Last Name

AARON — First Name

[redacted] — Email Address

The issue most important to me and my family is:

Signature — 4/14/15 — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

[illegible] — Last Name

PAUL — First Name

[redacted] — Email Address

The issue most important to me and my family is:

Signature — 4/17/15 — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

CARR ERIC
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Signature 4/14/15
Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

CARR ERICA
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Signature 4-14-15
Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

TOWNS Tammy
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Signature 4-14-15
Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

HERNANDEZ — Last Name

GERIK — First Name

[redacted] — Email Address

The issue most important to me and my family is:

Eric C Hernandez — Signature

4-14-2015 — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Riviera — Last Name

Rosie — First Name

[redacted] — Email Address

The issue most important to me and my family is:

Rosie Riviera — Signature

4-14-15 — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Aguilar — Last Name

Angelica — First Name

[redacted] — Email Address

The issue most important to me and my family is:

[signature] — Signature

4-14-15 — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Shannon — Rose
Last Name — First Name

[redacted]
Email Address

The issue most important to me and my family is:

Rosa M & — 4/14/15
Signature — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Smith — Martha
Last Name — First Name

[redacted]
Email Address

The issue most important to me and my family is:

[signature] — 04-14-15
Signature — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Joe V. Hernandez
Last Name — First Name

[redacted]
Email Address

The issue most important to me and my family is:

Joe V Hernandez — 4/14/15
Signature — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name: Roth First Name: Jeffrey

Email Address: [redacted]

The issue most important to me and my family is:

Signature: [signature] Date: 4/14/15

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name: Doran First Name: David

Email Address: [redacted]

The issue most important to me and my family is:

Signature: [signature] Date: 4-14-15

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name: Garfield First Name: Mateo

Email Address: [redacted]

The issue most important to me and my family is.

Signature: Mateo G Date: 4/14/15

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Rodriguez Sergio
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is: Public - Safety

Signature 4-14-15
Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Guydon Ron
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Ron Guydon 4-14-15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Santos Evelyn
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

E. Santos 4/14/15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

PINEDA DONNABELLE
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is: SAFTEY

[signature] .
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

CARRETO GUSTAVO
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

NONE

Gustavo Carreto 4-14-15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

KOK DAVID
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Public Safety + Fire Safety

[signature] 4/14/15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

ESTELLE — Last Name
JULIA — First Name
[redacted] — Email Address

The issue most important to me and my family is:
services

Julia Estelle — Signature
4-14-15 — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Lingle — Last Name
Wanita — First Name
[redacted] — Email Address

The issue most important to me and my family is:
Safety

Wanita D. Lingle — Signature
4/14/15 — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

BYNUM — Last Name
Barb — First Name
[redacted] — Email Address

The issue most important to me and my family is: Safty + Education

Barb Bynum — Signature
4/14/2015 — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

NAVARRO — Last Name
ACAN — First Name
[redacted] — Email Address

The issue most important to me and my family is:

Education

Signature

4/4/15 — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

RUDOLF — Last Name
SUZANN — First Name
[redacted] — Email Address

The issue most important to me and my family is:

EDUCATION

Signature

4/14/15 — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

NEAL — Last Name
Rogers Neal — First Name
[redacted] — Email Address

The issue most important to me and my family is:

Education & Jobs

Signature

4-14-15 — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

PODLEVSKY HELEN

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is:

Helen Podlevsky April 19, 2015

Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

BOTWELL DAVID

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is:

[signature] 4/14/15

Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

HOLLOWAY THELMA

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is:

Education

[signature] 4-14-15

Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Ford Janis
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Janis Ford 4-19-15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Sirois Teresa
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is;

4/19/15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Gonzalez Francisco
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Francisco Gonzalez 4-19-15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Rios — Angelia
Last Name — First Name

[redacted]
Email Address

The issue most important to me and my family is:

Signature — 4/19/15 — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Martinez — Irene
Last Name — First Name

[redacted]
Email Address

The issue most important to me and my family is:

Signature — 4-19-15 — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

YNIGUEZ — JUAN
Last Name — First Name

[redacted]
Email Address

The issue most important to me and my family is:

Signature — 4/19/15 — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

WOODMAN GEORGE
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

[redacted] 4/19/15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Cuellar Socorro
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Socorro Cuellar 4-19-15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

WELSH RICHARD
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

[redacted] 4-19-15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

LEYVA — Last Name
FILIBERTO — First Name
[redacted] — Email Address

The issue most important to me and my family is:
EDUCATION-

[signature] — Signature
04-19-15 — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

WOODS — Last Name
Natalie — First Name
[redacted] — Email Address

The issue most important to me and my family is:

[signature] — Signature
4/19/15 — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

NEZ — Last Name
VINTON — First Name
[redacted] — Email Address

The issue most important to me and my family is:

[signature] — Signature
04/19/15 — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

MARCHESE — Last Name

SHERYL — First Name

[redacted] — Email Address

The issue most important to me and my family is:

Sheryl Marchese — Signature

4-19-15 — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Landis — Last Name

Marcella — First Name

[redacted] — Email Address

The issue most important to me and my family is:

Marcella O Landis — Signature

Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Ruiz — Last Name

Victoria — First Name

[redacted] — Email Address

The issue most important to me and my family is:

Education

Signature

4/19/15 — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

WASHINGTON — LARDOWE

Last Name — First Name

[redacted]

Email Address

The issue most important to me and my family is:

[signature] — 4-19-15

Signature — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

HUIZAR — JACLYN

Last Name — First Name

[redacted]

Email Address

The issue most important to me and my family is:

[signature] — 04/19/15

Signature — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Light — William

Last Name — First Name

[redacted]

Email Address

The issue most important to me and my family is:

[signature] — 04,19,15

Signature — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

White Robert
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is: [illegible]

Robert White 4/19/15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Juarez Diana
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

N/A

Diana Juarez 4-19-15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Cuebas Natasha
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

NCuebas 4-19-15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

AYERS — Last Name
GLORIETTA — First Name
[redacted] — Email Address

The issue most important to me and my family is: Safety & Crime

Signature

4/19/15 — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

ALVAREZ — Last Name
JULIO — First Name
[redacted] — Email Address

The issue most important to me and my family is: education

Julio Alvarez — Signature

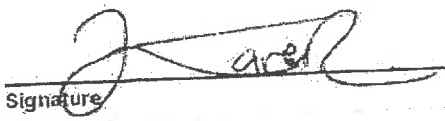
4-19-2015 — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

CANTU — Last Name
KAREN — First Name
[redacted] — Email Address

The issue most important to me and my family is:



Signature

Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name: [illegible] First Name: [illegible]

Email Address: [redacted]

The issue most important to me and my family is: Jobs

Signature: [illegible] Date: 4/19/15

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name: Santana First Name: Victoria

Email Address: [redacted]

The issue most important to me and my family is: Public Safety

Signature: Santana Victoria Date: 4-19-15

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name: ALMADA First Name: SELENE

Email Address: [redacted]

The issue most important to me and my family is: Public safety

Signature: Selenal. Date: April 19-2015

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name: Cacho First Name: Aaron

Email Address: [redacted]

The issue most important to me and my family is:

Aaron Cacho 4/20/15

Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name: Watrous First Name: Maureen

Email Address: [redacted]

The issue most important to me and my family is:

Maureen Watrous 4/20/15

Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name: Robert First Name: Hooper

Email Address: [redacted]

The issue most important to me and my family is:

Nun

Robert Hooper 4-19-15

Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Adams Jeffrey
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Signature 4-19-15
Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Cook Adriana
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Signature 4/19/15
Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Barbosa Alberto
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Signature 4/20/15
Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

BELTRAN — Last Name
EMILIO — First Name
[redacted] — Email Address

The issue most important to me and my family is:

Emilio B. — Signature
04/19/15 — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

CHAVARRIA — Last Name
VINCENTE — First Name
[redacted] — Email Address

The issue most important to me and my family is:

[signature] — Signature
4-19-15 — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

OCAMPO — Last Name
RUTILO — First Name
[redacted] — Email Address

The issue most important to me and my family is:

RUTILO OCAMPO — Signature
4-19-15 — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

LEON — Last Name
DUANE — First Name
[redacted] — Email Address

The issue most important to me and my family is:

Signature
4-20-15
Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Matuszek — Last Name
John — First Name
[redacted] — Email Address

The issue most important to me and my family is: Education

Signature
20 Apr 2015
Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Thornton — Last Name
Steven — First Name
[redacted] — Email Address

The issue most important to me and my family is:

Signature
4.20.15
Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

MITCHELL EILEEN
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

PARKS, SAFETY

Eileen M. Mitchell 4/20/15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

[illegible] LINDA
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Open Space

[signature] 4/20/15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

RAMIREZ MELISSA
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

[signature] 4/20/15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

[redacted] Last Name

[redacted] First Name

[redacted] Email Address

The issue most important to me and my family is:

[redacted] Signature

4/20/15 Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

CLAUSEN Last Name

KAREN First Name

[redacted] Email Address

The issue most important to me and my family is:

BENEFITS COMMUNITY

Karen Clausen Signature

4-20-15 Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

[redacted] Last Name

[redacted] First Name

[redacted] Email Address

The issue most important to me and my family is:

[redacted] Signature

Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

WILSON LORNE
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

[signature] 4/20/15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

PENA VANESSA
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

[signature] 4/20/15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Hodgkins Crystal
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

[signature] 4-20-15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

TOTH BEATRICE
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Beatrice Toth 4/20
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Westfall Rachel
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

1-20-15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

~~DEBRA~~ Bonnell Debra
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Debra Bonnell 4/20/15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Baker — Last Name

Jacklyn — First Name

[redacted] — Email Address

The issue most important to me and my family is:

Jacklyn Baker — Signature

4/20/15 — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Yanez — Last Name

Yaneth — First Name

[redacted] — Email Address

The issue most important to me and my family is:

Education

Signature

4/20/15 — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

ROBERTS — Last Name

KATHERINE — First Name

[redacted] — Email Address

The issue most important to me and my family is:

Katherine Roberts — Signature

4/20 — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Hasani Zaida

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is:

[signature] 04/20/15

Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Baumann Jennifer

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is:

[signature] 4/20/15

Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

January Maddy

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is:

Maddie N Longacy April 20

Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

LOUIS ANTHONY STANDI
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Signature 4/20/15 Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Henderson Mark
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Public Safety

Signature 4/20/15 Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

DELAHUNT MACK
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Signature 4/20/15 Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Smith Cerra
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Cerra Smith 4/20/15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Warn Barry
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is: Crime

Barry Warner 7-20-15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Martin Vicente
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Vicente Martinez 7-20-15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name: [illegible] First Name: [illegible]

Email Address: [redacted]

The issue most important to me and my family is: [illegible]

Signature: [illegible] Date: 4-20-15

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name: Clanton First Name: Lena

Email Address: [redacted]

The issue most important to me and my family is: education

Signature: Lena Clanton Date: 4-20-15

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name: [illegible] First Name: [illegible]

Email Address: [redacted]

The issue most important to me and my family is:

Signature: [illegible] Date: 5/07/15

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Velazquez Yolanda
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:
mantenimiento

Yolanda Velazquez 5-7-15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Richard Cleveland
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Richard Cleveland 5-7-15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Nunez Ruben
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is: mantenimiento
de las calles

5/7/15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Riddley — Last Name

Rosie — First Name

[redacted] — Email Address

The issue most important to me and my family is: CRIME

Rosie J. Riddley — Signature

5/7/15 — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

MARCOS — Last Name

ROJAS — First Name

[redacted] — Email Address

The issue most important to me and my family is:

CRIMEN, CAYES. Reparacion.

Marcos R — Signature

05/7/15 — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

ANTHONY BROOKS — Last Name

First Name

[redacted] — Email Address

The issue most important to me and my family is: Street Cleaning Needed

Amber Alerts

Silver Alerts

[signature] — Signature

5-7-15 — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name: [illegible] First Name: Jesus

Email Address: [redacted]

The issue most important to me and my family is:

Jesus Jesus — Signature — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name: Elaine First Name: Wagner

Email Address: [redacted]

The issue most important to me and my family is:

Elaine Wagner — Signature — Date: 5-7-15

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name: LOPEZ First Name: LAURIE

Email Address: [redacted]

The issue most important to me and my family is:

Laurie Lopez — Signature — Date: 5-7-15

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

SANCHEZ VICTORIA

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is:

Victoria Sanchez

Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

LOPEZ BENITO

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is:

Benito Lopez

Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Thelma Matteros

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is:

Thelma Matteros

Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

ELICERIO GLORIA
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is: Safety

Gloria Elicerio 05/07/15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

BONILLA SERGIO
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Sergio Bonilla 5-7-15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

GROSS Elijah
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Elijah J. Gross 5-1-15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Rodriguez Raquel

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is:

[signature] 5-7-15

Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Rivera Jerry

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is:

[signature] 5-7-15

Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Alonso Mayte

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is:

[signature] 5/7/15

Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

ROSEN — Last Name

MARLENE — First Name

[redacted] — Email Address

The issue most important to me and my family is:

[redacted] 4/19/15

Signature — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Hodgson — Last Name

Janice — First Name

[redacted] — Email Address

The issue most important to me and my family is:

[redacted] 4-14-15

Signature — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name

First Name

[redacted] — Email Address

The issue most important to me and my family is:

Education

[redacted] 4/14/15

Signature — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Eskam — Samantha
Last Name — First Name

[redacted]
Email Address

The issue most important to me and my family is:
Weed control needs to go around again

[redacted] — 4-14-15
Signature — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Oyler — Gene
Last Name — First Name

[redacted]
Email Address

The issue most important to me and my family is:

Eugene T. Oyler — 4-14-15
Signature — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Quiroz — Marina
Last Name — First Name

[redacted]
Email Address

The issue most important to me and my family is:

[redacted] — 4/14/15
Signature — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Reyes GARY
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is: Im in. graham

[redacted] 4/14/15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Morales Monica
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is: Public Awareness

[redacted] 4-14-15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

BURK Emily
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

[redacted] 4-14-15
Signature Date

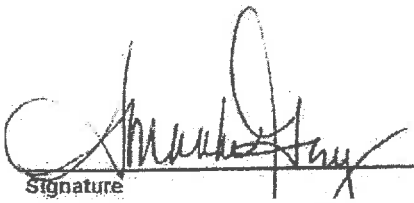
Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

CRUZ Amanda
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:



Signature 4-14-2015 Date

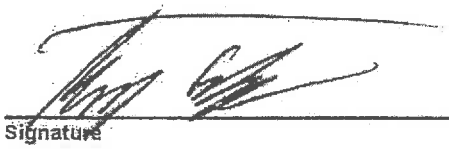
Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

STEVENSON TIM
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:



Signature 4-14-16 Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Prewitt ZACK
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is: Public Safety

Signature 4-14-15 Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Rivera — Last Name

Minia — First Name

[redacted] — Email Address

The issue most important to me and my family is:

Minia Rivera — Signature

4-14-15 — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Wood — Last Name

Ashley — First Name

[redacted] — Email Address

The issue most important to me and my family is:

[signature] — Signature

Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Abney — Last Name

Nona — First Name

[redacted] — Email Address

The issue most important to me and my family is:

[signature] — Signature

4.14.15 — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

McCarthy — Last Name

Steven — First Name

[redacted] — Email Address

The issue most important to me and my family is:

Steven McCarthy — Signature

4/14/15 — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

BECKMAN — Last Name

JOSE — First Name

[redacted] — Email Address

The issue most important to me and my family is:

[signature] — Signature

4-14-15 — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

LARSON — Last Name

BRIAN — First Name

[redacted] — Email Address

The issue most important to me and my family is:

[signature] — Signature

4/14/15 — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Thomsen William
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

William Thomsen 4-14-15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Vargas Luis
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Luis Vargas 4-14-15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Wolan Daniel
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Daniel Wolan 4/14/15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

McGowan Charles
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Charles McGowan 4-14-15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

CARDOSA GRAY ANNA
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Anna Cardosa Gray P.T. 4/14/15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

[redacted]
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

[redacted] 4-14-15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Mike Erin
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is: Safety

Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

ROSE Ali
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Signature 5/3/15
Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Ehlers James
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Signature 5-3-15
Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

BRAZIER — Last Name
DONALD — First Name
[redacted] — Email Address

The issue most important to me and my family is:

Donald H Brazier — Signature
5-5-15 — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

CRUZ — Last Name
ANGELA — First Name
[redacted] — Email Address

The issue most important to me and my family is:
Education & Crime

Angela Cruz — Signature
4/28/15 — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

LANE — Last Name
Marina — First Name
[redacted] — Email Address

The issue most important to me and my family is: Public Safety

Marina Lane — Signature
4-28-15 — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Ramirez / Jesenia
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Public safety

Signature 4-28-15 Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Jennings / Amy
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Signature 28 Apr 15 Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Mc Mullock / William
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Signature 4/28/15 Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

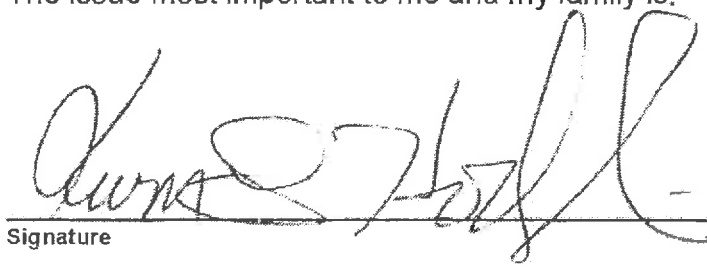
HOGGINS KEVIN

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is:



4/25/15

Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Barnhart Mike

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is: Education

Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

WARREN Kathleen

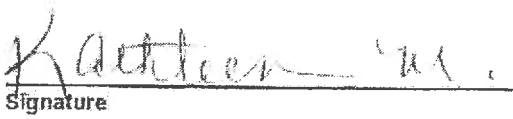
Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is:

Public Safety
Education



4-26-15

Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name: [illegible] First Name: [illegible]

Email Address: [redacted]

The issue most important to me and my family is: Safety

Signature: [signature] Date: 4-26-15

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name: Albrecht-Sike First Name: John

Email Address: [redacted]

The issue most important to me and my family is: CRIME

Signature: [signature] Date: 4-27-15

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name: ETHERIDGE First Name: TYLER

Email Address: [redacted]

The issue most important to me and my family is: Education

Signature: [signature] Date: 4-26-15

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Flynn Florence E

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is:

Neighborhood Watch issue

Florence Flynn 4/30/15

Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

JENSEN DANIEL

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is: BREAK DOWN IN THE NECULAS FAMILY IS DIVORCE

4/30/15

Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

SMITH JOHN

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is: Safety & Crime

4-30-2015

Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

RODRIGUEZ JASMIN

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is:

Signature 4/30/15

Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

ALSULAMI Mohammed

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is: Police

Signature 04.30.2015

Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Prasco Shane

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is: School

Signature 5/1/15

Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

HUTSKO TERRY

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is: EDUCATION

[signature] 5-2-2015

Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Sayhun Adrienne

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is:

pubolic safety + education

[signature] 5/2/15

Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Householder Jason

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is:

Education

[signature] 5/2/15

Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

[redacted]
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Education and Security

[redacted] 5/02/15

Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

[redacted]
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

safety

[redacted] 5-2-15

Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

[redacted]
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

I support the Native Americans on this cause

[redacted] April 30

Signature Date

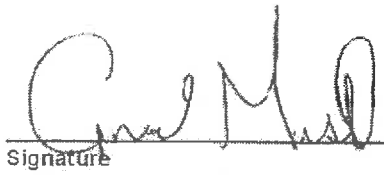
Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

ANNA K MUSALL
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:



Signature 5/2 Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

FISCHER CLAIRE
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Claire M. Fischer 5-2-15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

BURMEISTER LINDA
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Linda R. Burmeister 5-2-15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

DOLK — KATHLEEN F

Last Name — First Name

[redacted]

Email Address

The issue most important to me and my family is:

Kathy Dolk — 5/2/15

Signature — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

HUNTSFORD — CAROL

Last Name — First Name

[redacted]

Email Address

The issue most important to me and my family is:

Carol Huntsford — 5/2/15

Signature — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

DAVIS — GAIL

Last Name — First Name

[redacted]

Email Address

The issue most important to me and my family is:

Gail Davis — 5/2/15

Signature — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

BARBARA TEMPLETON
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Barbara Templeton 5/7/15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

KLETTLINGER MARY
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Mary Klettlinger
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

McTiernan McKinzie
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

McKinzie McTiernan 5-2-15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

MEDINA — Last Name

ANN — First Name

[redacted] — Email Address

The issue most important to me and my family is:

Ann Medina — Signature

Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

MOSES — Last Name

MIKE — First Name

[redacted] — Email Address

The issue most important to me and my family is:

Mike Moses — Signature

4/26/15 — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

AGUILAR — Last Name

AMADOR — First Name

[redacted] — Email Address

The issue most important to me and my family is: Jobs

Amador Aguilar — Signature

4/26/15 — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name: [illegible] First Name: [illegible]

Email Address: [redacted]

The issue most important to me and my family is:

Signature: [signature] Date: 4-26-15

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name: Brown First Name: Haldon

Email Address: [redacted]

The issue most important to me and my family is:

Signature: [signature] Date: 4/26/15

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name: Mc Dermott First Name: Kevin

Email Address: [redacted]

The issue most important to me and my family is:

Signature: Kevin McDermott Date: 4-26-15

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

FOSTER PATRICIA

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is:

/s/ Patricia L. Foster 4/28/15

Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

SCHOOLEY DOLORES

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is:

Dolores J Schooley 4/28/15

Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

SMITH JUDITH

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is:

Judith A. Smith 4/28/15

Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

MAES | INEZ
Last Name | First Name

[redacted]
Email Address

The issue most important to me and my family is:

Signature | 4-28-15 Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

YORK | ROBERT
Last Name | First Name

[redacted]
Email Address

The issue most important to me and my family is:

Robert J. York | 4-28-15
Signature | Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

JAMES | MARIO
Last Name | First Name

[redacted]
Email Address

The issue most important to me and my family is.

Signature | 28 April Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

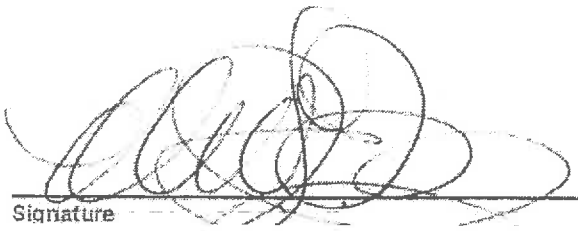
RICHARDSON MICHELLE

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is:



Signature 4.23.15 Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

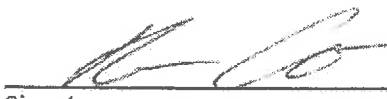
ARMENTA ROBERTO

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is:



Signature 4-23-15 Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

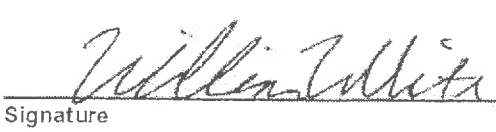
White William

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is:



Signature 4-28-15 Date

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Media Diana
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

[signature] 4/19/2015
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Diaz Steve
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

[signature] 4-23-15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Johnson Tim
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

[signature] 4-23-15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name | First Name

[redacted]

Email Address

The issue most important to me and my family is:

Signature | Date 4/23/15

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

LOPEZ | MARIA

Last Name | First Name

[redacted]

Email Address

The issue most important to me and my family is:

Signature | Date 4-23-2015

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Rowley | Shelley

Last Name | First Name

[redacted]

Email Address

The issue most important to me and my family is:

Shelley Rowley | 4/23/15

Signature | Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Cynthia Fernandez
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Cynthia Fernandez 4/25
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Sanchez Jose
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Jose Sanchez 4/25
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

HENDERSON STACEY
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:
Education

Stacey A Henderson 4-25-15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Acosta Robert

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is:

[redacted]

Signature Date 4/25

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Alletto Joseph

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is:

Joseph Alletto 4/25

Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Karla Morales

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is:

[redacted]

Signature 4/25/15

Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name: [illegible] First Name: [illegible]

Email Address: [redacted]

The issue most important to me and my family is:

Signature: [illegible] Date: 4/25/15

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name: GUTIERREZ First Name: GEORGE

Email Address: [redacted]

The issue most important to me and my family is:

Signature: [illegible] Date: 4/25/15

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name: [illegible] First Name: [illegible]

Email Address: [redacted]

The issue most important to me and my family is:

Safety

Signature: [illegible] Date: 4-25-15

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

MAINES BARRY

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is:

[signature] 4/25/15

Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

[illegible] [illegible]

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is:

[signature] Taxes 4/25/2015

Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

[illegible] [illegible]

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is:

Education & Jobs

[signature] 4-25-15

Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name: Bartonpiccoli First Name:

[redacted]
Email Address

The issue most important to me and my family is:

Bartonpiccoli 4/25/15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name: Nelson First Name: Reyes

[redacted]
Email Address

The issue most important to me and my family is:

TAX'S
EDUCATION

Signature Date 4/25/15

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name: WILLIAMS First Name: JUSTIN

[redacted]
Email Address

The issue most important to me and my family is:

Jobs And

Signature Date 4-25-15

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name: Holman First Name: Heather

Email Address: [redacted]

The issue most important to me and my family is:

Signature: [signature] Date: 4/25/15

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name: Leal First Name: Magdalia

Email Address: [redacted]

The issue most important to me and my family is:

Signature: Magdalia Leal Date: 4/25/15

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name: First Name:

Email Address: [redacted]

The issue most important to me and my family is:

Signature: [signature] Date: 4-25-15

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name | First Name

[redacted]

The issue most important to me and my family is:

Signature | Date 4-25-15

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name: VELASQUEZ | First Name: RICHARD

[redacted]

Email Address

The issue most important to me and my family is:

Signature | Date 4/25/15

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name: KIM | First Name: Christina

[redacted]

Email Address

The issue most important to me and my family is:

Signature | Date 4/25/15

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Gardiner Bonnie
Last Name First Name

Dgl9@gmail.com
Email Address

The issue most important to me and my family is:

Bonnie Gardiner 4-25-15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Moras Stephen
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Steve Moras 4/25/15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

[illegible]
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

[illegible] 4-25-15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

HARO — Leonel

Last Name — First Name

[redacted]

Email Address

The issue most important to me and my family is:

Leonel G. Haro — 4-25-15

Signature — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

GRIJALVA — JOSE

Last Name — First Name

[redacted]

Email Address

The issue most important to me and my family is:

Jose Grijalva — 4-25-15

Signature — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

PALOMA — DE WINCHESTER

Last Name — First Name

[redacted]

Email Address

The issue most important to me and my family is:

Paloma Winchester — 4/25/15

Signature — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Tamar Pitre

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is:

4/25/15

Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

ARSENEAULT Jill

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is:

4/25/15

Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Christafson Angie

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is:

4/25/15

Signature

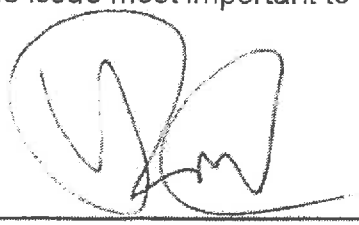
Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

CLARK RYAN
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is: Education



Signature 4/25/15 Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Brickman Dorothy
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Dorothy Brickman 4-25-15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

MAYA SAMUEL
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Signature 4-25-15 Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

GOMEZ — DIANE

Last Name — First Name

[redacted]

Email Address

The issue most important to me and my family is:

04/25/15

Signature — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

SMITH — BRADLEY

Last Name — First Name

[redacted]

Email Address

The issue most important to me and my family is:

4/25/15

Signature — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

FREEMAN — JOHN

Last Name — First Name

[redacted]

Email Address

The issue most important to me and my family is:

04/25/15

Signature — Date

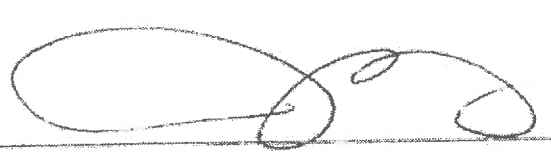
Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

GRAFSKY JANICE
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:



4/30/15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

ISAAC CISNEROS
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is: 623-349-[redacted]-2317

Isaac S. Cisneros 4-29-15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

CANTLIN MARK
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Mark L Cantlin
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

CARNES DIANA

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is:

Diana Carnes 4-30-15

Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

CANTELME MICHAEL R

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is:

Michael R. Cantelme 4-30-2015

Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

LOPEZ NICHOLAS

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is:

4/30/15

Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Cook Kevin

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is:

Kevin A. Cook 4/30/15

Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Brown Samantha

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is:

4/30/15

Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

SORENSEN BRADLEY

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is:

4-30-15

Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

BLISS — Last Name
DAVE — First Name
[redacted] — Email Address

The issue most important to me and my family is:

Signature
4-30-15 — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

LEONARD — Last Name
DIANE — First Name
[redacted] — Email Address

The issue most important to me and my family is:

Signature
04-30-15 — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

KEGEL — Last Name
SUSAN — First Name
[redacted] — Email Address

The issue most important to me and my family is:

Public safety notices only

Signature
4/30/15 — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

OLDS DOLORES JEAN

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is:

Dolores Jean Olds

Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

WOREL DENNIS

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is:

Dennis Worel 4-30-15

Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

WILLHITE HAROLD

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is:

Harold D Willhite 22 APR 15

Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

SERRANO GRACIELA
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is: EDUCATION

Signature 4/22/15
Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

OPEL
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is: SOCIALS / MEDICARE

Signature 4/22/15
Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

MAY WILLIAM
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Safety.

William May 4-22-15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

GARNER JESSE
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Signature 4/22/15
Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Jankowski Karen
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Signature 4/22/14
Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

LUTTRELL BRANDON
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Public Safety

Signature 4/22/15
Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Newsletter Candace

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is:

Environment

C Newsletter 4-22-2015.

Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

ANNA MAE BEBB

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is:

Anna Mae Bebb 4/22/15

Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

[redacted]

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is:

4.22.15

Signature Date

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

GALIAN SEBASTIAN
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

[redacted]

4/22/15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

FIGUEROA ROSA ELVIRA
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

[redacted]

4-22-15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

NICHOLSON GLORIA
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

[redacted]

4-22-15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

ROJAS BRANDON

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is:

4-22-15

Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

SHIPLEY LINDA

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is:

Linda D. Shipley 4-22-2015

Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

DANIEL MORENO

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is:

4-22-15

Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

BRENNON — BRENNON

Last Name — First Name

[redacted]

Email Address

The issue most important to me and my family is:

4-22-15

Signature — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

MURILLO — SOPHIA

Last Name — First Name

[redacted]

Email Address

The issue most important to me and my family is:

4-22-15

Signature — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

MUNOZ

Last Name — First Name

[redacted]

Email Address

The issue most important to me and my family is:

4-22-15

Signature — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name: Buhnerkempe | First Name: Christopher

Email Address: [redacted]

The issue most important to me and my family is:

Signature | Date: 4-22-15

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name: Toney | First Name: Theresa A

Email Address: [redacted]

The issue most important to me and my family is:

Signature | Date: 4-22-15

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name: Milner | First Name: Patricia

Email Address: [redacted]

The issue most important to me and my family is:

Education

Patricia Milner | Date: 4/23/15

Signature

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

ADAMS ANGELA
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:
crime, theft

Angela Adams 4/23/15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

QUALLS SONJA
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:
Education

Sonja Qualls 4/23/15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Hood Raymond
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:
Marijuana legalization

Raymond Hood 4-23
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

HARRISON WILLIAM
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

CRIME

[redacted] 4/23/15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

CARRILLO Fellixwoise
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

EDUCATION

[redacted] 04-23-15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

WILSON Jean
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Jean Wilson 4-22-15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

MERKEL — Last Name

WALTER — First Name

[redacted] — Email Address

The issue most important to me and my family is:

Walter R. Merkel — Signature

4-22-15 — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

HOOK — Last Name

LeDana — First Name

[redacted] — Email Address

The issue most important to me and my family is:

LeDana S Hook — Signature

4/22/15 — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Lumbreras — Last Name

Marco — First Name

[redacted] — Email Address

The issue most important to me and my family is:

[signature] — Signature

4-22-15 — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

OCKRASSA STEVEN

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is:

Signature 4/22/15

Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

ERICKSON MARTHA

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is:

Signature 4/22/15

Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

[redacted]

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is:

Signature

Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Duron Juan
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Juan Duron 4/22/15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Nuno Cornie
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Signature 4-22
Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Lopez (illegible)
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Signature

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

ESPINOZA Betty
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Betty Espinoza 4-23-15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Ulloa Matt
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Matt Ulloa 4-23-15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Rodrigo Jonathan
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Jonathan Rodrigo 4/23
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Hernandez Herman

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is:

Herman Her 4-23

Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

BROWN JANE

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is:

[illegible]

4/23/15

Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Gavins Aumrika

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is:

4/23/15

Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

LONG — Last Name

BETTY JOU — First Name

[redacted] — Email Address

The issue most important to me and my family is:

Betty Jou Long — Signature

4-23-2015 — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

STEWART — Last Name

ROBERT — First Name

[redacted] — Email Address

The issue most important to me and my family is:

[redacted] — Signature

4/23/15 — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Payan — Last Name

Kristen — First Name

[redacted] — Email Address

The issue most important to me and my family is:

K Payan — Signature

4-23-15 — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Laflieur Patricia

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is:

Patricia Laflieur 4-23-15

Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

MARSHALL RENEE

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is:

4/23/15

Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is:

Paul Sutherland 4/25/2015

Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

DURHAM — Last Name
ROBERT — First Name
[redacted] — Email Address

The issue most important to me and my family is:

Signature
4-28-15 — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

QUICK — Last Name
KENNETH — First Name
[redacted] — Email Address

The issue most important to me and my family is:

Signature
4-28-15 — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Shrigley — Last Name
Derrick — First Name
[redacted] — Email Address

The issue most important to me and my family is:

Signature
4-28-15 — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

LORIA M. | CARLO

Last Name | First Name

[redacted]

Email Address

The issue most important to me and my family is:

Signature | 04 28 15 Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Cruickshank | Brandon

Last Name | First Name

[redacted]

Email Address

The issue most important to me and my family is:

Signature | 4/28/15 Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Paulin | Zachary

Last Name | First Name

[redacted]

Email Address

The issue most important to me and my family is:

Zach Paulin

Signature | 04/28/15 Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

CONTRERAS DENISE

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is:

[redacted] 4-28-15

Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

HAUSER CHRIS

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is:

[redacted] 4-28-15

Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

FELIX HUGO

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is:

Hugo A. Felix 4/28/15

Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Jackson Betty
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Betty Jackson 4/28/15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Bunker Christ
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Christopher Bunker 4/28/15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Serrano Alicia
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Alicia Serrano 4-28-15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Stautberg — Julie C

Last Name — First Name

[redacted]

Email Address

The issue most important to me and my family is:

[signature] — 4/28/2015

Signature — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Swinding — Anthony

Last Name — First Name

[redacted]

Email Address

The issue most important to me and my family is:

[signature] — 4/28/15

Signature — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

BRAND — JOHN

Last Name — First Name

[redacted]

Email Address

The issue most important to me and my family is: Safety

[signature] — 4/30/15

Signature — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Public Safety

Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Courtney T. Andrews 4-30-15

Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Steven Rivera 4-28-15

Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

TOWNSEND JB
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

JB Townsend
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

YORK RICHARD
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is: Education

Richard York 4-28-15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

HATTIES DEBORAH
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

The well-being & welfare of our Children.

Deborah Sue Hatties 4-28-15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

MARTINEZ KELLY
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Kelly A Martinez 4/30/15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

JOHNSTON EXPEDITA
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

E Johnston 4/30/15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

ROMERO MIGUEL
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

4/30/15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

EDDINGS KEANNA

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is:

Keanna Eddings 4/30/15

Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

OTTS KEITH

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is:

K. Otts 4-30-15

Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

CAMACHO Angelina

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is:

Angelina Camacho 4/30

Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Flores Oliva

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is:

Signature Date 4/30

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Kraus Rivkah

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is:

Signature Date 4/30

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

ORTIZ MARIA

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is:

Signature Date 4/30

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name: [illegible] First Name: [illegible]

Email Address: [redacted]

The issue most important to me and my family is:

Signature: [signature] Date: 4/30

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name: BRAGA First Name: VICTOR

Email Address: [redacted]

The issue most important to me and my family is:

B

Signature: Date: 4/30

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name: [illegible] First Name: [illegible]

Email Address: [redacted]

The issue most important to me and my family is:

Signature: [signature] Date: 4/30/15

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Garcia Regina

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is:

Education

Signature 4/30/15

Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

MASON James

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is:

Signature 4-30-2015

Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

BLACKBURN JANET

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is:

SCHOOLS

Signature

Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

MORALES PILAR
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Pilar Morales 4/30/2015
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

HANWELL ERICH
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

4/30/15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Spencer Christina
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

4/30/14
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

SIVARAM PADMINI
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Signature 04-30-15 Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

GUZMAN SONYA
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Signature 4/30/15 Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

GUTIERREZ ROSALIND
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is: Health

Signature 4/25/15 Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

OKULY HASTY
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Hasty Okuly 04/25/15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Reyna Teresa
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Teresa Reyna 4-25-15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

FIASCHETTI Sharon
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is: Safety

Sharon Fiaschetti 4-25-15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Little Brady
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Brady Little 4/25/15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Calixtro Julieta
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Julieta Calixtro 4/24/15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Ochoa Claudia
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

4/30/15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

RAMOS Jesus
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is: Education

[signature] 4/26/15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

VICKERY SANDRA J.
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Education

Sandra J. Vickery 04/26/2015
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

MARTINEZ Michael
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

[signature] 4-26-15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

HOPKINS KEITH

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is:

Keith Hopkins 4/27/2015

Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Stauffer Catherine

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is: education

Catherine Stauffer 4/26/15

Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

WIXON AARON

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is:

Education

4/26/15

Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

BARRERA — DAVID
Last Name — First Name

[redacted]
Email Address

The issue most important to me and my family is:

Signature — 4/28/15 — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Andrews — David
Last Name — First Name

[redacted]
Email Address

The issue most important to me and my family is:

Signature — 4-28-15 — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Barrera — Leticia
Last Name — First Name

[redacted]
Email Address

The issue most important to me and my family is:

Signature — 4/28/2015 — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

RIVERA JOSE
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

SAFETY

Jose Rivera 4-28-15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Marsha M Colver
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Marsha Colver 4/30
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

BOWEN SHARON
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

stopping the Casino in Glendale,

Sharon Bowen 4/30/15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

WYPYCHOWSKI MARCIA

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is: effluent use of tax money - money for education

Marcia M. Lippincott 4-30-15

Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

ENRIQUEZ NEVAREZ

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is:

Enrique Nevarez 5-2-15

Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

VANDROSS KIM

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is:

Kim VanDross 5/3/15

ignature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

VINER THERESA
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Signature 05-03-2015
Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

BAIRD JOHN
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is: crime - break-ins

Signature 5-3-15
Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

[redacted] ROY
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Signature
Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

McDermott Lewis
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

[signature] 5-6-15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Polychronis Bernadette
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Bernadette Polychronis 4-14-15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Gonzales Anthony
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is.

[signature] 4-14-15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Carrington — Sheila
Last Name — First Name

[redacted]
Email Address

The issue most important to me and my family is:

mirsman@live.com

4/14/15
Signature — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

STAMATAKOS — NICHOLAS
Last Name — First Name

[redacted]
Email Address

The issue most important to me and my family is:

4-14-15
Signature — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Weeks — Mochi — Jerome
Last Name — First Name

[redacted]
Email Address

The issue most important to me and my family is:

Jerome Weeks
Signature

4/15/15
Date

Glendale Issue Card

upport Becker Board's freeway billboard project at NWC of Loop 101 and Bell because will bring tax revenue to Glendale, help local business and benefit our community with ee public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Jordan Wright

ast Name First Name

[redacted]

mail Address

he issue most important to me and my family is:

Jordan Wright 04/14/15

ignature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is:

Vivian Scott 4-14-15

Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

LOTTERHOLT AL MEE

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is:

4/14/15

Signature Date

Glendale Issue Card

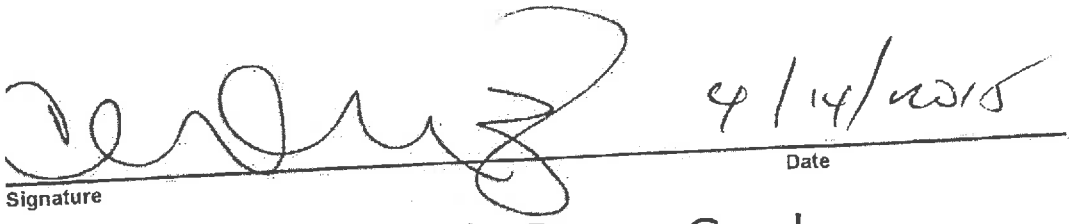
I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

MARTINEZ — First Name: CELINA

Last Name

Email Address

The issue most important to me and my family is:



Signature

4/14/2015

Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

BURRIS — First Name: Shari

Last Name

Email Address

The issue most important to me and my family is:

Signature

4-17-15

Date

Glendale Issue Card

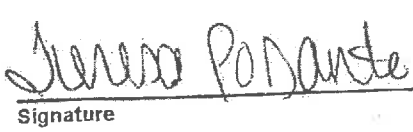
I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

PODSAHE — First Name: Teresa

Last Name

Email Address

The issue most important to me and my family is:



Signature

4/14/15

Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

CORTEZ CATALINA
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Catalina Cortez 4-16-15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

GONZALEZ NORMA
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

4-16-15.
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

SAHAR Glendale
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Stephanie Lea Schu 4-16-15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

DeShotel — Last Name

Shelley — First Name

[redacted] — Email Address

The issue most important to me and my family is:

[signature] — Signature

4-16-15 — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Jordain — Last Name

Kristin — First Name

[redacted] — Email Address

The issue most important to me and my family is:

[signature] — Signature

4-16-15 — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Call — Last Name

Gary — First Name

[redacted] — Email Address

The issue most important to me and my family is:

GARY CALL — Signature

4-16-15 — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

[signature] 4/17/2015
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Alberto Meza
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

[signature] 4-16-15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

VAHOVICK EDNA
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Edna Vahovick 4-16-15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Craig Joanne
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Joanne Craig 4-16-15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

McMahon River
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

River McMahon 4-16-15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Moore Sharla
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is.

Sharla Moore 4-16-15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Aguirre Elvira
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Elvira Aguirre 4-16-15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Hirada Sanchez Jessica
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Jessica Hirada 4-16-15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

LABADUCEUR ERNEST
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Ernest LaDuceur 4-16-15
Signature Date

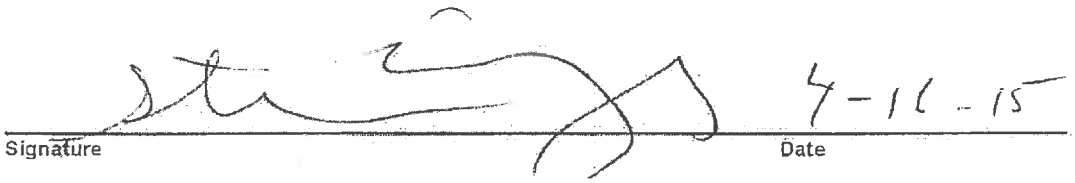
Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Espinoza Steve
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:



Signature 4-16-15 Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

MASTRULLI BILL
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Signature 4.16.15 Date

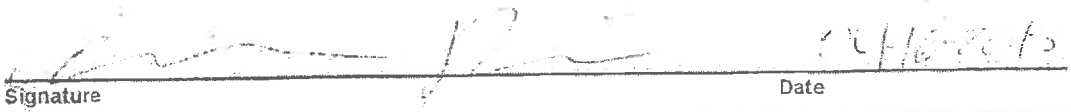
Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

[redacted] Cecilia
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:



Signature Date

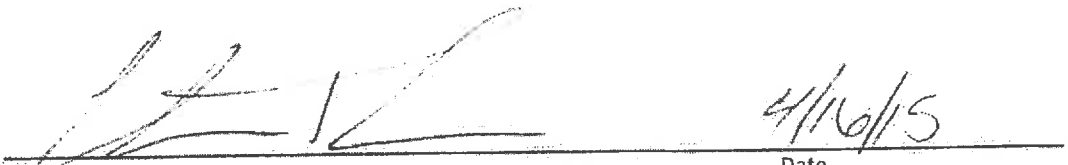
Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

THORSEN CHRIS
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:


Signature

4/16/15
Date

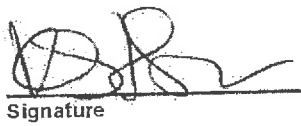
Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

St. John Kim
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:


Signature

4/16/15
Date

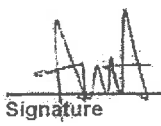
Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Potter Anna
Last Name First Name

[redacted]

The issue most important to me and my family is:


Signature

4/16/2015
Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

SanMiguel — Last Name

LINDA — First Name

[redacted] — Email Address

The issue most important to me and my family is:

Linda SanMiguel — Signature

4-16-15 — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

DIAZ — Last Name

BETTY — First Name

[redacted] — Email Address

The issue most important to me and my family is:

Public Safety

Signature

4/16/15 — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

BAXA — Last Name

LAURIE — First Name

[redacted] 602.463.1094 — Email Address

The issue most important to me and my family is:

Laurie Baxa — Signature

4/16/15 — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Taylor Lynda
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Education

Lynda Taylor 4/16/2015
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Van [redacted]
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Education

[redacted] 04/16/15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

[redacted]
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is.

immigration

[redacted] 04/16/2015
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

HAMILTON — Last Name

CORY — First Name

[redacted] — Email Address

The issue most important to me and my family is:

Signature — 4/16/2015 — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

REGAN — Last Name

CHRIS — First Name

[redacted] — Email Address

The issue most important to me and my family is:

Signature — 4-16-15 — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

CASTILLE — Last Name

CAROL — First Name

[redacted] — Email Address

The issue most important to me and my family is:

Signature — 4/16/15 — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name

First Name

[redacted]
Email Address

The issue most important to me and my family is:

Signature

4/16/15
Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

HALL
Last Name

CHRISTOPHER
First Name

[redacted]
Email Address

The issue most important to me and my family is:

Signature

4-16-15
Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

FIGUEROA
Last Name

SANTIAGO
First Name

[redacted]
Email Address

The issue most important to me and my family is:

Signature

4-16-2015
Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

CHAPIN MICHAEL
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

[signature]
Signature

04/14/15
Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

CAZARES JOSE
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

[signature]
Signature

Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

ACUNA AARON
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

N/A

[signature]
Signature

4/16/15
Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

FISCHER AARON

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is: education

Aaron Fischer 4/16/15

Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Lucero Suzanne

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is:

public Safety

S. Lucero 4/16/15

Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Rodriguez Jesus

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is: Education & Public Safety

Jesus Rodriguez 4-16-15

Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

SANCHEZ — Last Name
MARITZA — First Name
[redacted] — Email Address

The issue most important to me and my family is: None

Signature
4/16/15 — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Ogden — Last Name
Rebecca — First Name
[redacted] — Email Address

The issue most important to me and my family is:

Education

Rebecca L. Ogden — Signature
4-16-15 — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Rios — Last Name
Irene — First Name
[redacted] — Email Address

The issue most important to me and my family is:

Irene Rios — Signature
4-16-15 — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Saucedo CYNTHIA
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Cynthia Saucedo
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Ruyes Angel
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

angel Ruyes 4-16-2015
Signature Date

Glendale Issue Card

support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because . will bring tax revenue to Glendale, help local business and benefit our community with ee public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Gonzalez Lorena
ast Name First Name

[redacted]
mail Address

he issue most important to me and my family is:

Public Safety

Lorena Gonzalez
gnature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

GARCIA ANGEL
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Angel
Signature

4/16/15
Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

SQUIRES DAVID
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Education

David M. Squires
Signature

4/16/15
Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Christine Bready
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Signature

4-16-15
Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

DURBIN DARYL
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Daryl D Durbin 4/16/15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

PARKER DAYLEEN
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Education / Amber Alerts

4-16-15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

PHILLIPS Michelle
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

4/14/15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Romero — Last Name
Laura — First Name
[redacted] — Email Address

The issue most important to me and my family is:

Laura M Romero — Signature
4/16/15 — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Bluford — Last Name
James — First Name
[redacted] — Email Address

The issue most important to me and my family is:

James C. Bluford — Signature
4/16/15 — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Sales — Last Name
Jason — First Name
[redacted] — Email Address

The issue most important to me and my family is:

Jason Sales — Signature
4/16/15 — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name: Jacobvina First Name: Anthony

Email Address: [redacted]

The issue most important to me and my family is:

Signature: [signature] Date: 4-16-15

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name: Williams First Name: Kelly

Email Address: [redacted]

The issue most important to me and my family is:

Signature: Kelly Williams Date: 4/16/15

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name: Cruz First Name: Mary

Email Address: [redacted]

The issue most important to me and my family is:

Signature: Mary Cruz Date: 4/16/2015

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name: [illegible]

First Name:

Email Address: [redacted]

The issue most important to me and my family is:

Signature

Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name: Jones

First Name: Andrea

Email Address: [redacted]

The issue most important to me and my family is:

Signature

4-18-15

Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name: Wilson

First Name: Carolyn

Email Address: [redacted]

The issue most important to me and my family is:

Education

Signature

4/18/15

Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Smithson David
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:
Parks

David Smithson 9-18-15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Amanda Johnson
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Amanda Johnson
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

CHRISTNER RUTH
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:
GRAFFITI

Ruth Christner 4-18-15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Gonzalez Monica
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is: Education

[signature]
Signature

4/18/15
Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Guevara Belloh
Last Name First Name

[redacted]
Email Address bellohg@gmail.com

The issue most important to me and my family is: safty

[signature]
Signature

04/18/2015
Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Vasquez Eligia
Last Name First Name

[redacted]
Email

The issue most important to me and my family is: Crime

Vasquez Eligia 4-18-2015
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Sannath — Last Name
Mustu — First Name

[redacted] — Email Address

The issue most important to me and my family is: none

Mustu Sannath — Signature
4/18/15 — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Juarez — Last Name
Yesenia — First Name

[redacted] — Email Address

The issue most important to me and my family is: selling Drugs

Yesenia Juarez — Signature
04/18-15 — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

DEUEL — Last Name
ANTHONY — First Name

[redacted] — Email Address

The issue most important to me and my family is:

[signature] — Signature
4.18.15 — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Rose

Last Name

First Name

[redacted]

Email Address

The issue most important to me and my family is:

Rose Gutierrez

Signature

Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

WILSON ZACHARY

Last Name

First Name

[redacted]

Email Address

The issue most important to me and my family is:

Zach Wilson

Signature

4/18/2015

Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Cardenas Margaret

Last Name

First Name

[redacted]

Email Address

The issue most important to me and my family is:

[redacted]

Education, Public safety

Margaret Cardenas

Signature

April 18, 2015

Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

REALVASQUEZ RACHEL

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is:

Rachel Realvasquez 5-18-15

Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

ORTIGAS Herb

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is:

Herb Ortigas 4-18-15

Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

TOMS BONNIE

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is:

Bonnie Toms 4/18/15

Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

LOPEZ — Last Name
JEANETTE — First Name
[redacted] — Email Address

The issue most important to me and my family is:

Public Safety

Signature

04.13.15 — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

[illegible] — Last Name
KRISTEN — First Name
[redacted] — Email Address

The issue most important to me and my family is:

awarness

Signature

4/13/15 — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

VARGAS — Last Name
DEBRA — First Name
[redacted] — Email Address

The issue most important to me and my family is:

Signature

4-14-2015 — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Kirkland Donald

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is:

[redacted]

Signature 4-14-15

Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Galindo Isabel

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is:

[redacted]

Signature 4/14/15

Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is:

[redacted]

Signature 4-14-15

Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

ANTILLON ANA
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Ana C. Antillon 4-15-15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

CHAPIN EKE
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Eke Chapin 4/16/15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Chacon Rana
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Rana Chacon 4-16-15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Freeman Judith
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Judi Freeman 4/18/15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Cox Christopher
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is: Crime

5/10/14
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Guadalupe Gonzales
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:
Public Safety

Guadalupe Gonzales 4-18-15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Lopez Elizabeth

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is: education

Elizabeth Lopez

Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Kelley Jennifer

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is:

Kelley 04/19/15

Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

MUELLER SUSAN

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is:

4/19/15

Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

BURGESS Shannon
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Shannon Burgess 04-19-15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Cornejo Stephanie
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Stephanie Cornejo 4/19/15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

KIERNAN PATRICK
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is: family

19.15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

MARTIN — Last Name
SAMANTHA — First Name
[redacted] — Email Address

The issue most important to me and my family is:

Samantha L. Martin 4-19-15

Signature — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

MAYO — Last Name
LINDA — First Name
[redacted] — Email Address

The issue most important to me and my family is: WRONG WAY DRIVERS

Linda Mayo 4/19/15

Signature — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Estrada — Last Name
Rosa — First Name
[redacted] — Email Address

The issue most important to me and my family is:

Rosa Estrada

Signature — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name: Tafflu
First Name: Mary
Email Address: [redacted]

The issue most important to me and my family is:

Signature

4.20.15
Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name: CURTIS
First Name: JAMES
Email Address: [redacted]

The issue most important to me and my family is:

Signature

4/20/2015
Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name: BUTLER
First Name: JEROME T
Email Address: [redacted]

The issue most important to me and my family is:

Signature

4-20-15
Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

WHITE LYDIA
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is: EDUCATION

Lydea White 4-20-15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Reyes Susan
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Susan J. Reyes 5-7-15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Lopez Fernando
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Signature 05.07.15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

HERNANDEZ — Last Name
JORGE — First Name

[redacted] — Email Address

The issue most important to me and my family is:

Public safety

Jorge Hernandez — Signature
4-13-2015 — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

FERGUSON — Last Name
JESSICA — First Name

[redacted] — Email Address

The issue most important to me and my family is:

Education

Jessica Ferguson — Signature
4-13-15 — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

VILLALVA — Last Name
ANGELA — First Name

[redacted] — Email Address

The issue most important to me and my family is:

[signature] — Signature
4/14/15 — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Kirkland Patricia

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is:

Patricia Kirkland 4/14/15

Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

BERK MARY L

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is:

Mary L. Berk Apr. 14, 2015

Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Pena David

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is:

4-14-15 HC

Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name: NEUMANN First Name: WADE

Email Address: [redacted]

The issue most important to me and my family is:

Signature Date: 4-18-2015

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name: HUVEY First Name: EARLINE

Email Address: [redacted]

The issue most important to me and my family is:

Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name: CHAPIN First Name: JACQUELINE

Email Address: [redacted]

The issue most important to me and my family is:

Signature Date: 4/16/15

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Chacon Leonor
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Leonor C Chacon 4/16/15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

CLARK MARCUS E.
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

ME Clark 4/18/15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

CORTEZ DOUGLAS
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is: Public Safety

[signature] 5-18-2015
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name: [redacted] First Name: [redacted]

Email Address: [redacted]

The issue most important to me and my family is:

Public Safty

Signature [redacted] Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name: [redacted] First Name: [redacted]

Email Address: [redacted]

The issue most important to me and my family is: Education

Signature [redacted] Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name: [redacted] First Name: [redacted]

Email Address: [redacted]

The issue most important to me and my family is:

Signature [redacted] 4-19-15 Date

Glendale Issue Card

X I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

MORENO ALEX
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Signature 4-19-15
Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

BRIGGS SHAWN
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Signature 04-19-15
Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

SPURLIN THERESE
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Signature 4/19/15
Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Williams Willie

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is:

Willie D. Williams 4/19/15

Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

MARRUFO Sonny

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is:

4-19-15

Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Mayo Kevin

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is:

AMBER ALERT

4.19.15

Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Velasquez — Angelica
Last Name — First Name

[redacted]
Email Address

The issue most important to me and my family is:
Education in Schools, Safety in Neighborhoods.

Signature — 4/19/15
Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

WANTOSUEAS — Sue
Last Name — First Name

[redacted]
Email Address

The issue most important to me and my family is:

Signature — 4/20/15
Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

LEROY — DALE
Last Name — First Name

[redacted]
Email Address

The issue most important to me and my family is:

Signature — 4/20
Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Hill Thomas
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Thomas J Hill 4-20-15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

White Richard
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

4-20-15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

[redacted]
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

[redacted] 05-07-15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

[redacted] [redacted]
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

[redacted] 5/7/15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

OLSON ELAINE
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

[redacted] 4-22-15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Leslie Mendez
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

[redacted] 4-22-15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Griffin Corina
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:
pay for teachers

Corina Griffin 4/23/15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

~~[redacted]~~ Mecca Richard
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:
Crime

4.25.15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Godfrey — Last Name
Amye — First Name
[redacted] — Email Address

The issue most important to me and my family is: Education

Amye Godfrey — Signature
4-30-15 — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Leitch — Last Name
Tavius — First Name
[redacted] — Email Address

The issue most important to me and my family is:

Signature
4/30/15 — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

GILLANE — Last Name
TONEA — First Name
[redacted] — Email Address

The issue most important to me and my family is:

Tonea Gillane — Signature
4-30-15 — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

NAVARRO — Sergio

Last Name — First Name

[redacted]

Email Address

The issue most important to me and my family is:

Signature — 4/30/2015 — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

DIANE PENDRY

Last Name — First Name

[redacted]

Email Address

The issue most important to me and my family is:

Diane Pendry — 4/25/2015

Signature — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

CRUZ — VINCENT

Last Name — First Name

[redacted]

Email Address

The issue most important to me and my family is:

Signature — 4/28/15 — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Stewart Joshua
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Jesus Lord

Signature 4-28-15
Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

FLORES GLORIA
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is: Public Safety

Signature 4-28-15
Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Leyva Cano Jorge
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Jorge Leyva Cano 4/28/15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Young Stephany
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is: Public

Signature 4/30/15
Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

THORN Allen
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is: Alerts

Signature
MAY 2, 2015
Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Keene Scott
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Signature
5/2/15
Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Schmidt Loretta
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is: Clean streets

Loretta Schmidt 5-2-15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

GARCIA Tuna
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is: Safety

Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

LOPEZ LIZA
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Liza Lopez 5/3/15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Ehlers — Eric

Last Name — First Name

[redacted]

Email Address

The issue most important to me and my family is:

Eric Ehlers — 5/3/15

Signature — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

BRAZIER — LORINE

Last Name — First Name

[redacted]

Email Address

The issue most important to me and my family is:

Lorine Brazier — 5-5-15

Signature — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Lyngulstad — Tiffany

Last Name — First Name

[redacted]

Email Address

The issue most important to me and my family is:

Tiffany L — 4/14/15

Signature — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

[redacted] Tiffany

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is:

[redacted] 4/14/15

Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

[redacted] DAVID

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is:

Safety

[redacted] 4-13-15

Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

[redacted] Anthony

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is: education

[redacted] 4-13-15

Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

CARMEN O ANDRADE
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Public Safety

Carmen O Andrade 4/13/15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

STEWART Chad
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

4-14-15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

BELL CRUZ ALBERTO
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

4-14-2015
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name: [illegible] First Name: [illegible]

Email Address: [redacted]

The issue most important to me and my family is:

Jobs

Signature: [signature] Date: 4/14/15

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name: URMAN First Name: Sylvia

Email Address: [redacted]

The issue most important to me and my family is:

Signature: Sylvia Urman Date: 4-14-15

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name: ROE First Name: NANCY

Email Address: [redacted]

The issue most important to me and my family is:

Signature: Nancy Roe Date: 4-14-15

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

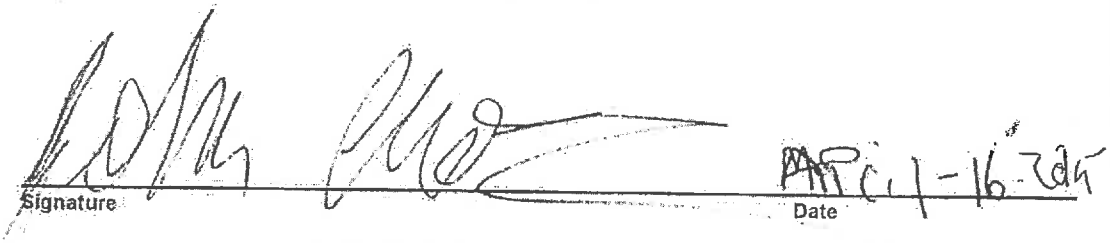
Crowell John

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is:



Signature Date 4-16-15

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

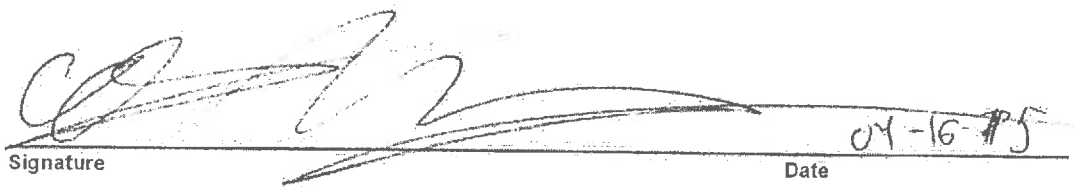
Terrien Cindy

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is:



Signature Date 04-16-15

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

WEBB GREG

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is: None

Signature Date 4-16-15

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

RIVERA, JAIME

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is:

Signature 4/18/15

Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

SALAZAR ALEJANDRO

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is:

the safety of my family & increased crime in my area.

Signature 4/18/2015

Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

SILVA

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is:

Signature 4-19-15

Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

LEWIS ANDREW
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

crime

[signature] 4/19/15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Wentz Caleb
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

[signature]
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Juarez Rudy
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

[signature] 4-20-15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Evans — Last Name
Morgan — First Name

[redacted] — Email Address

The issue most important to me and my family is:

Signature

4/20/2015 — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Hager — Last Name
Ronald — First Name

[redacted] — Email Address

The issue most important to me and my family is:

Signature

4-20-15 — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Svingen — Last Name
Yolanda — First Name

[redacted] — Email Address

The issue most important to me and my family is:

Signature

4-20-15 — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

ELIAM JOHN
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is: CLEAN STREETS

[redacted] 4-20-15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

TRELOAR CONSTANCE
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Safety

[redacted] 4-20-15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

RICHARDSON JAMES
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

[redacted] 4/20/15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

JONES — Last Name

MARCY — First Name

[redacted] — Email Address

The issue most important to me and my family is: Education

Marcy Jones — Signature

5/7/15 — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

BALL — Last Name

JOHANNA — First Name

[redacted] — Email Address

The issue most important to me and my family is: POTHOLES

[signature] — Signature

5/7/15 — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Barrera — Last Name

Nina — First Name

[redacted] — Email Address

The issue most important to me and my family is:

[signature] — ignature

4-19-2015 — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

SEASTEDT TERESA

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is:

Teresa Seastedt 4/19/15

Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

TORRES MICHAEL

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is:

MICHAEL R. TORRES 4/19/15

Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

LEWIS Gerald

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is:

4/19/15

Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

OLGUIN | CLARISSIA
Last Name | First Name

[redacted]
Email Address

The issue most important to me and my family is:

Clarissia Olguin | 4-19-15
Signature | Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Acevedo | Angelita
Last Name | First Name

[redacted]
Email Address

The issue most important to me and my family is:

Angelita Acevedo | 4/19/2015
Signature | Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name | First Name

[redacted]
Email Address

The issue most important to me and my family is:

Signature | Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Fernandez Alejandro
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

[signature] 4-19-15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

ROGERS Boyd
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

[signature] 19-4-015
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Stephens Kathy
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

[signature] 4/19/15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name: [illegible] First Name: [illegible]

Email Address: [redacted]

The issue most important to me and my family is:

Signature: [illegible] Date: 4/19/15

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name: RAMOS First Name: TIMOTHY

Email Address: [redacted]

The issue most important to me and my family is:

Signature: [illegible] Date: 4-19-15

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name: STADICK First Name: Gerald

Email Address: [redacted]

The issue most important to me and my family is:

Signature: [illegible] Date: 4-19-2015

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

FRATIGLIONI NICOLE
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:
Education & libraries

[signature] 4/19/15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Peden Irene
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

[signature]
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Marchese Bernard
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Bernard J Marchese 4-19-15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

CARRILLO JOSE
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

JAC 4/19/15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

MARQUEZ JESUS
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

4-19-15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Benavidez Alex
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Benavidez Alex 4-19-15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Veronica Hector
First Name
Last Name
[redacted]
Email Address

The issue most important to me and my family is:

[signature]
Signature

04/29/15
Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Carrie Williams
First Name
Last Name
[redacted]
Email Address

The issue most important to me and my family is:
Lets me know when there are

[signature]
Signature

4-19-15
Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Payton Michelle
First Name
Last Name
[redacted]
Email Address

The issue most important to me and my family is: Police

[signature]
Signature

4/19/15
Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name: Cantu First Name: Irma

Email Address: [redacted]

The issue most important to me and my family is:

Signature: Irma Cantu Date: 4/19/15

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name: RODRIGUEZ First Name: SANTOS

Email Address: [redacted]

The issue most important to me and my family is: SAFETY

Signature: [signature] Date: 04/19/2015

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name: MORGAN First Name: HARRY E JR

Email Address: [redacted]

The issue most important to me and my family is: AA

Signature: [signature] Date: 4-19-15

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name: STATION First Name: Jacob

Email Address: [redacted]

The issue most important to me and my family is:

Public Safety

Signature: Jacob Station Date: 4-19-15

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name: Rocha First Name: Ricardo

Email Address: [redacted]

The issue most important to me and my family is: Safety

Signature: Ricardo Rocha Date: 4/19/2015

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name: RODRIGUEZ First Name: ANTHONY

Email Address: [redacted]

The issue most important to me and my family is: EDUCATION

Signature: Anthony M. Date: 4/19/15

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

[redacted] [redacted]
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

[redacted] 4/10/15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Harvey Shawn
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Shawn Harvey 4-20-15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Phillip Washington
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Sport

Phillip Washington 4/20/15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

KRAMER JACQUELINE

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is:

Signature 4/20/15

Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

LUIS PATRICIO

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is:

Signature 4-19-15

Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

OCHOA MARTHA

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is:

Martha Ochoa

Signature 04/19/15

Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Reyna Mota
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Reyna Mota 4-19-15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Ortega Arturo
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Jaime Luis
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Signature 04-19-15
Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name: [illegible] First Name: [illegible]

Email Address: [redacted]

The issue most important to me and my family is:

Signature

4-20-15
Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name: [illegible] First Name: [illegible]

Email Address: [redacted]

The issue most important to me and my family is:

scg54690870@yahoo.com

Signature

04/20/15
Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name: BLANK First Name: STEVEN

Email Address: [redacted]

The issue most important to me and my family is:

Signature

4-20-15
Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

GARCIA ADRIAN
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is: Soccer goals in Parks !!!! (11)

Signature 4/20/15
Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

LIGA JAMES
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is: Principal
Not Politics

Signature
Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

STRAKER JAMES
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

EDUCATION & PARKS & REC

Signature 4/20/15
Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Stewart Lonnie

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is:

[redacted] 4/20/15

Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

EGGERS KEITH

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is:

SAFTEY -

[redacted] 4/20/15

Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Roberts Charlie

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is:

Charlie Roberts 4/20

Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

SHUMAKER — Last Name
RONALD — First Name
[redacted] — Email Address

The issue most important to me and my family is:

Signature
20 Apr 15 — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Athena — Last Name
Linda Nicola — First Name
[redacted] — Email Address

The issue most important to me and my family is:

Signature
4/20/15 — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Navarrete — Last Name
RAUL — First Name
[redacted] — Email Address

The issue most important to me and my family is:

Signature
4/20/15 — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

NORRIS MICHAEL
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Michael A. N 4-20-15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

JENNINGS JEFF
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

4-20-15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

LOPEZ VANESSA
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Vanessa Lopez 4-20-15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

MOORE — Last Name
ANDREW — First Name
[redacted] — Email Address

The issue most important to me and my family is:

[signature] 4-20-15
Signature — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

[illegible] — Last Name
[illegible] — First Name
[redacted] — Email Address

The issue most important to me and my family is:

[signature] 4/20/15
Signature — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

NAVARRO — Last Name
ALAN — First Name
[redacted] — Email Address

The issue most important to me and my family is:

[signature] 20/4/15
Signature — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

MARIAL JANET
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

[signature] 4 20.15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

LEEPER SCOTT
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

[signature] 4-20-2015
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

AVILA SANDRA
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is.

[signature] 4/20/15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Whitely John
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

John Whitely 4/20/15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

STIVESIND Kevin
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

4/20/15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Sansonetti Connie
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

4/20/15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

MISKIF DANNY
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

[signature] 4-20-15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Hernandez Karianna
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

[signature] 4/20/15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Maynard Mast
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Maynard Mast 4/20/15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

MCHALEY JEAN
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Jean McAuley 4-20-15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

BROWN Ramona
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Ramona Brown 4/20/15
Signature Date

Glendale Issue Card

support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because will bring tax revenue to Glendale, help local business and benefit our community with ee public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

LOPEZ Manuel
ast Name First Name

[redacted]
nail Address

ne issue most important to me and my family is:

nature 9/24/15
Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

PARKER GLENN

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is:

Glenn Parker GLENNP2R@Yahoo.com 4/20/15

Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

FALKNER LYNN

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is:

Lynn Ann Falkner 4/20/15

Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

YAMAMOTO KIMIKO

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is: Safety

Kimiko Yamamoto 4/20/15

Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name: [redacted] First Name: [redacted]

Email Address: [redacted]

The issue most important to me and my family is:

Signature: [redacted] Date: 4-20-15

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name: [redacted] First Name: [redacted]

Email Address: [redacted]

The issue most important to me and my family is:

Signature: [redacted] Date: 4-20-15

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name: [redacted] First Name: [redacted]

Email Address: [redacted]

The issue most important to me and my family is:

Signature: [redacted] Date: 4/20/15

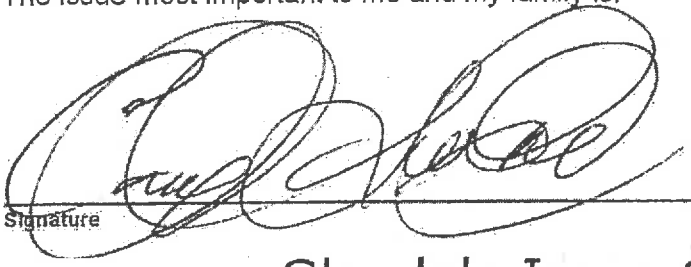
Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Sefton — Last Name
Casey — First Name

[redacted] — Email Address

The issue most important to me and my family is:



Signature

4-2015 — Date

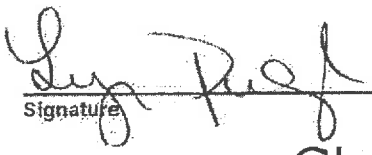
Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Pugh — Last Name
Lyn — First Name

[redacted] — Email Address

The issue most important to me and my family is:



Signature

4/20/2015 — Date

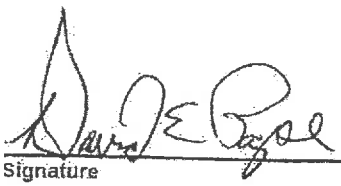
Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

PAPE — Last Name
DAVID — First Name

[redacted] — Email Address

The issue most important to me and my family is:



Signature

4-20-15 — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

NAVARRETTE DANIEL
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

David Navarrette
Signature

4/20/15
Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

LOPEZ ELIZABETH
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Elizabeth Lopez
Signature

04/20/15
Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Johnson Paula
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Paula Johnson
Signature

4-20-15
Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name: [redacted] First Name: [redacted]

Email Address: [redacted]

The issue most important to me and my family is:

Signature: [redacted] Date: 5/16/15

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name: [redacted] First Name: [redacted]

Email Address: [redacted]

The issue most important to me and my family is:

Signature: [redacted] Date: 5-16-15

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name: [redacted] First Name: [redacted]

Email Address: [redacted]

The issue most important to me and my family is:

Signature: [redacted] Date:

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

BARTHOLOMEW DOLORES

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is:

Dolores Bartholomew 5/6/15

Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

EVANS JUDY

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is:

Judy J Evans 5/6/2015

Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Stanfield John

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is:

5-6-15

Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name	First Name
[redacted]	

Email Address

The issue most important to me and my family is:

Signature — Date: 5-6-15

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name	First Name
[redacted]	

Email Address

The issue most important to me and my family is:

Signature — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name	First Name
[redacted]	

Email Address

The issue most important to me and my family is:

Parks

Signature — Date: 5-6-15

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name: HELM | First Name: CHRIS

Email Address: [redacted]

The issue most important to me and my family is:

Signature: Chris Helm | Date: 5/6/15

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name: HOLDER | First Name: MICHAEL

Email Address: [redacted]

The issue most important to me and my family is:

Signature | Date: 5-6-15

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name: Payan | First Name: Christopher

Email Address: [redacted]

The issue most important to me and my family is:

Signature | Date: 5/6

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Heiny Jeremy
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Jeremy Heiny 5/6
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

NUNEZ MARIA
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

5/6
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

YANEZ MARTHA
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

MARTHA YANEZ 5/6
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Howell — Last Name

Lisa — First Name

[redacted] — Email Address

The issue most important to me and my family is:
Public Safety, Amber Alerts

Signature

5/5/15 — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Amaya — Last Name

Andres — First Name

[redacted] — Email Address

The issue most important to me and my family is:
education

Signature

5/5/15 — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Weaver — Last Name

Victor — First Name

[redacted] — Email Address

The issue most important to me and my family is: community safety

Signature

5-5-2015 — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

DUCREX RICHARD
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is: EDUCATION

[redacted] 5-5-15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

SLACK CATHERINE
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is: Education
Budget cuts

Catherine E. Slack 5-5-15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

THOMPSON DEBRA
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:
Support of police officers

[redacted] 5/5/15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

WOODY REBECCA
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

B Woody 5-5-15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Howard Rhonda
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Rhonda Howard 5/5/15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

GARLAND LOUISE
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Louise Garland 5/5/15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

ROBINSON DORIS
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

5-5-2015
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Saenz Sammy
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Sammy Saenz 5/5/2015
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

HAMILTON KAREN
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Karen S Hamilton 5/5/15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name	First Name
RODRIGUEZ	BECKY

[redacted]
Email Address

The issue most important to me and my family is:

Becky Rodriguez 5-5-15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name	First Name
Morales	Lopez

[redacted]
Email Address

The issue most important to me and my family is:

Charles Lopez 5/5
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name	First Name
ROWLEY	BRIAN

[redacted]
Email Address

The issue most important to me and my family is:

Brian 5/5
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Horton — Last Name

Louise — First Name

[redacted] — Email Address

The issue most important to me and my family is:

Louise Horton — Signature

5/5 — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Juarez — Last Name

Ismael — First Name

[redacted] — Email Address

The issue most important to me and my family is:

ismael juarez — Signature

5/5 — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Garcia — Last Name

Edward — First Name

[redacted] — Email Address

The issue most important to me and my family is:

Edward G. — Signature

5/5 — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name: [illegible] First Name: Sergio

Email Address: [redacted]

The issue most important to me and my family is:

Signature: Sergio Molina Date: 5/6

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name: DANIEL First Name: QUINONES

Email Address: [redacted]

The issue most important to me and my family is:

Signature: DANIEL QUINONES Date: 5/5

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name: Woods First Name: Thomas

Email Address: [redacted]

The issue most important to me and my family is:

Signature: [signature] Date: 5/5

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Medina — Last Name
Francisco — First Name
[redacted] — Email Address

The issue most important to me and my family is:

Francisco Medina — Signature
5/5/15 — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

STONE — Last Name
Marla — First Name
[redacted] — Email Address

The issue most important to me and my family is:

Marla Stone — Signature
5/5/15 — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Lane — Last Name
Robert — First Name
[redacted] — Email Address

The issue most important to me and my family is:

Robert Lane — Signature
5/5/15 — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Gonzales Kathy

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is:

Kathy Gonzales 5-5-15

Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Lomax Lloyd

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is:

5-5-15

Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Lopez Vic

Last Name First Name

[redacted]

Email Address

(602) 938-6554

The issue most important to me and my family is:

5-5-15

Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

SCHEUERMAN LARRY

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is:

Schools

Signature 5-5-15

Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

NORTHCUTT DONNA

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is:

Signature 5-5-15

Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

KING FRAN

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is:

Signature 5-3-2015

Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

GEBREKRISTOS ZEMEN
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Zemen Gebrekristos 5/3/15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

HUSEINOVIC MEHMED
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

05/03/15.
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

White Harold
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Harold B. White 5/3/15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

McFarline Rodney
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Rodney McFarline 5/5/15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

SCOTT DONNA
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Donna Scott 5/5/15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

VILLACORTA CAROLINA
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Carolina Villacorta 5/3/15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

WHITFIELD — Last Name

Marylou — First Name

[redacted] — Email Address

The issue most important to me and my family is:

Marylou Whitfield — Signature

5-5-2015 — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name Hughes — First Name Darlene

[redacted] — Email Address

The issue most important to me and my family is:

Darlene Hughes — Signature

5-3-15 — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

GARCIA MARICELA — Last Name / First Name

[redacted] — Email Address

The issue most important to me and my family is:

Mantenimiento de las calles.

Maricela Garcia — Signature

5/3/15 — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

EWING KAREN
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is: Education

Karen Ewing 5/3/15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Wilson Elizabeth
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:
Clean neighborhood, crime free, special education for special needs children

[signature] 05/05/2015
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Hernandez Anhelica
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:
Education

[signature] May 3, 2015
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name: [redacted] First Name: [redacted]

Email Address: [redacted]

The issue most important to me and my family is: Education

Signature: [redacted] Date: 5-3-15

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name: [redacted] First Name: [redacted]

Email Address: [redacted]

The issue most important to me and my family is:

Signature: [redacted] Date: 5-5-15

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name: [redacted] First Name: [redacted]

Email Address: [redacted]

The issue most important to me and my family is:

Signature: [redacted] Date: 5/3/15

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

LOPEZ — Last Name

LIZA — First Name

[redacted] — Email Address

The issue most important to me and my family is:

Liza Lopez — Signature

5/3/15 — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

[redacted] — Last Name

[redacted] — First Name

[redacted] — Email Address

The issue most important to me and my family is: Safety

[redacted] — Signature

Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Schmidt — Last Name

Loretta — First Name

[redacted] — Email Address

The issue most important to me and my family is: Clean streets

Loretta Schmidt — Signature

5-2-15 — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Young Stephanie
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is: Public

Stephanie Young 4/30/15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

THORN ALLEN
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is: Alerts

Signature Date May 2, 2015

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Keene Scott
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

5/2/15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name: Leyva Cano | First Name: Jorge

Email Address: [redacted]

The issue most important to me and my family is:

Signature: Jorge Leyva Cano | Date: 4/28/15

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name: FLORES | First Name: GLORIA

Email Address: [redacted]

The issue most important to me and my family is: Public Safety

Signature: [signature] | Date: 4-28-15

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name: Stewart | First Name: Joshua

Email Address: [redacted]

The issue most important to me and my family is:

Signature: [signature] | Date: 4-28-15

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

CRUZ — Last Name

VINCENT — First Name

[redacted] — Email Address

The issue most important to me and my family is:

Signature

4/28/15 — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

DIANE — Last Name

PENDRY — First Name

[redacted] — Email Address

The issue most important to me and my family is:

Diane Pendrey — Signature

4/25/2015 — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

NAVARRO — Last Name

SERGIO — First Name

[redacted] — Email Address

The issue most important to me and my family is:

Signature

4/30/2015 — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

GILLANE — Last Name
TONEA — First Name
[redacted] — Email Address

The issue most important to me and my family is:

Tonea Gillane — Signature
4-30-15 — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Leitch — Last Name
TAVIUS — First Name
[redacted] — Email Address

The issue most important to me and my family is:

Signature
4/30/15 — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Godfrey — Last Name
Aimee — First Name
[redacted] — Email Address

The issue most important to me and my family is: Education

Aimee Godfrey — Signature
4-30-15 — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Griffin — Corina

Last Name — First Name

[redacted]

Email Address

The issue most important to me and my family is:

pay for teachers

Signature — Date 4/23/15

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

[illegible] — [illegible]

Last Name — First Name

[redacted]

Email Address

The issue most important to me and my family is:

crime

Signature — Date 4-23-15

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name — First Name

[redacted]

Email Address

The issue most important to me and my family is:

Signature — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

FERNANDEZ — ANTONIO
Last Name — First Name

[redacted]
Email Address

The issue most important to me and my family is:

[signature] 5/3/15
Signature — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

OLSON — ELAINE
Last Name — First Name

[redacted]
Email Address

The issue most important to me and my family is:

[signature] 4-22-15
Signature — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Leslie — Mendez
Last Name — First Name

[redacted]
Email Address

The issue most important to me and my family is:

[signature] 4-22-15
Signature — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Hernandez Angelica
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Angelica Hernandez 5-3-15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

LEVIN Jon
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

safety

5-3-15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

BERRY GARY
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Gary J. Berry 5-3-15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Beyer — Tasha

Last Name — First Name

[redacted]

Email Address

The issue most important to me and my family is:

Tasha Beyer — 3/5/15

Signature — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Mata — Aime

Last Name — First Name

[redacted]

Email Address

The issue most important to me and my family is: School

Signature — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Smith — Alfred

Last Name — First Name

[redacted]

Email Address

The issue most important to me and my family is:

Alfred Smith — 5-5-2015

Signature — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Wyman — Last Name
Harding — First Name

[redacted] — Email Address

The issue most important to me and my family is:

Signature — Harding Wyman
Date — 5-3-15

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Green — Last Name
Jessica — First Name

[redacted] — Email Address

The issue most important to me and my family is:

Signature — Green
Date — 5/3/15

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

McAlevander — Last Name
Kachina — First Name

[redacted] — Email Address

The issue most important to me and my family is:

Signature — Kachina
Date — 5/3/15

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Pruitt | Gina
Last Name | First Name

[redacted]
Email Address

The issue most important to me and my family is:

Signature | 5/3/15 Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Lopez | Paolino
Last Name | First Name

[redacted]
Email Ad

The issue most important to me and my family is:

Signature | 5/3/15 Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Weyrich | Jordan
Last Name | First Name

[redacted]
Email Address

The issue most important to me and my family is:

Signature | 5-3-15 Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name: [illegible] First Name: Matthew

Email Address: [redacted]

The issue most important to me and my family is: education

Signature: Matthew Lewis Date: 5-3-15

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name: BEACH First Name: DON

Email Address: [redacted]

The issue most important to me and my family is:
Take care with the angle, so it's not a distraction for drivers.

Signature: Don Beach Date: 5/02/15

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name: DANIELS First Name: JOHN

Email Address: [redacted]

The issue most important to me and my family is:

Signature: John Daniels Date: 5-2-15

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

APPLEGET EDWARD
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Signature Date 5/2/15

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

JONES NAPOLEON
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

POWLES PATRICIA
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is: Education

Patricia Powles 5-2-15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Kohlerman Patti
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is: Safety

Patti Kohlerman 5/2/15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

ANDERSON Terry
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Traffic Irrigation

5/2/15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Clapp Vicky
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Education

5/2/15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

ROMERO — Last Name
BENNIE — First Name
[redacted] — Email Address

The issue most important to me and my family is: EDUCATION

Bennie Romero — Signature
5/2/15 — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

KERSEY — Last Name
MARIA — First Name
[redacted] — Email Address

The issue most important to me and my family is:
The Casino Should Go IN!!

Millard H. Kuba — Signature
5/2/15 — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

SPECK — Last Name
JUNE — First Name
[redacted] — Email Address

The issue most important to me and my family is:
against casino's & legalized pot

J Speck — Signature
Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

BAMOS — JORGE
Last Name — First Name

[redacted]
Email Address

The issue most important to me and my family is:

Jorge Ramos — 5/2/15
Signature — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name Beebe — First Name Jeffrey

[redacted]
Email Address

The issue most important to me and my family is:

5-2-15
Signature — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

WATCH — NORMAN
Last Name — First Name

[redacted]
Email Address

The issue most important to me and my family is:

5/2
Signature — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name: [illegible] Ingham

First Name: DRANDI

Email Address: [redacted]

The issue most important to me and my family is:

Signature

5-2-15

Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name: TUALLA

First Name: PAUL

Email Address: [redacted]

The issue most important to me and my family is:

Signature

2 MAY 2015

Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name: Logan

First Name: Ray

Email Address: [redacted]

The issue most important to me and my family is:

Signature

5/2/15

Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

CARR | RICHARD E

Last Name | First Name

[redacted]

Email Address

The issue most important to me and my family is:

Richard E Carr 5/2/15

Signature | Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

STOCKDALE | RENEE

Last Name | First Name

[redacted]

Email Address

The issue most important to me and my family is:

5/2/15

Signature | Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Forster | Daniel

Last Name | First Name

[redacted]

Email Address

The issue most important to me and my family is:

Daniel Forster 5/2/15

Signature | Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

HAYES DENNIS

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is:

Signature 5/2

Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

THOMAS WILLIAM

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is:

Signature 5-2-15

Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

RON Steele

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is:

Signature 5-2-15

Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name: Delshillager | First Name: Lorex

Email Address: [redacted]

The issue most important to me and my family is: Education

Signature | Date: 05/02/15

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name: FORNEX | First Name: EVA

Email Address: [redacted]

The issue most important to me and my family is: HELP FOR MENTALLY ILL PEOPLE.

Signature | Date: 05/02/2015

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name: [redacted] | First Name: [redacted]

Email Address: [redacted]

The issue most important to me and my family is: Education

Signature | Date: 4-30-15

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

BRADT — Last Name

RICHARD — First Name

[redacted] — Email Address

The issue most important to me and my family is:

Clean neighborhood, Street cleaning,

Richard Bradt — Signature

5-2-15 — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

JONES — Last Name

Robert — First Name

[redacted] — Email Address

The issue most important to me and my family is: Amber alert & Education

Signature

5/2/2015 — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

SAUTER — Last Name

CHRISTOPHER — First Name

[redacted] — Email Address

The issue most important to me and my family is: Amber Alerts

Signature

5-2-15 — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name: [illegible] First Name: Kenneth

Email Address: [redacted]

The issue most important to me and my family is: Funding for Education

Signature: [signature] Date: 5-2-15

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name: [illegible] First Name: [illegible]

Email Address: [redacted]

The issue most important to me and my family is: Education

Signature: [signature] Date: 4-30-15

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name: [illegible] First Name: [illegible]

Email Address: [redacted]

The issue most important to me and my family is: Crime Public Safety

Signature: [signature] Date: 4-30-15

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

SMITH — Last Name
CARRIE — First Name
[redacted] — Email Address

The issue most important to me and my family is: EDUCATION

Signature
4/30/15 — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

GRAHAM — Last Name
DONNA — First Name
[redacted] — Email Address

The issue most important to me and my family is: Education

Signature
4/30/15 — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

GUZMAN — Last Name
DANIEL — First Name
[redacted] — Email Address

The issue most important to me and my family is:

Signature
4/30/15 — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

VRIBE — Last Name

JEFRAIN — First Name

[redacted] — Email Address

The issue most important to me and my family is:
Casino / Education / Tuition

[signature] — Signature

04/30/2015 — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Majeed — Last Name

[illegible] — First Name

[redacted] — Email Address

The issue most important to me and my family is:

[signature] — Signature

4-30-15 — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

SIVARAM — Last Name

SUSHIL — First Name

[redacted] — Email Address

The issue most important to me and my family is:

[signature] — Signature

04-30-15 — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

KLEIN MICHAEL

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is:

Signature 4/30/15 Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

MCCLURG CHERYL

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is: Education

Signature 4-30-15 Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

MEDINA KENNY

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is:

Signature 4/20/15 Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

HERNANDEZ | Pastor
Last Name | First Name

[redacted]
Email Address

The issue most important to me and my family is: Education

Signature | 4/30/15
Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

DELEON | EDYMAR
Last Name | First Name

[redacted]
Email Address

The issue most important to me and my family is:

Signature | 4/30/2015
Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Webb | Dawn
Last Name | First Name

[redacted]
Email Address

The issue most important to me and my family is:

Dawn Webb | 4/30
Signature | Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name: Hallett First Name: Emira

Email Address: [redacted]

The issue most important to me and my family is:

Signature: Emira Hallett Date: 4/30

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name: CONTRERAS First Name: JAYNA

Email Address: [redacted]

The issue most important to me and my family is:

Signature: [signature] Date: 4/30

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name: HUKRISTON First Name: [illegible]

Email Address: [redacted]

The issue most important to me and my family is:

Signature: [signature] Date: 4/30

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Doyle — Last Name
Kevin — First Name
[redacted] — Email Address

The issue most important to me and my family is:

Signature
4-30-15 — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Camacho — Last Name
Christie — First Name
[redacted] — Email Address

The issue most important to me and my family is:

Signature
4/30 — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Smith — Last Name
Carol — First Name
[redacted] — Email Address

The issue most important to me and my family is:

Signature
4/30 — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

BERNTSEN GERALD

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is:

[signature]

Signature 4/22/2015 Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

CASSIDY LISA

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is: PUBLIC SAFTEY

Lisa Cassidy 4-22-15

Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

MOTT MARJORIE

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is: education

Marjorie C Mott 22 April 2015

Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name: Turco First Name: Crystal

Email Address: [redacted]

The issue most important to me and my family is:

Signature: [signature] Date: 4-22-2015

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name: Quinonez First Name: Brandi

Email Address: [redacted]

The issue most important to me and my family is:

Signature: [signature] Date: 04/22/15

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name: Stanfield First Name: Frank

[redacted]

The issue most important to me and my family is:

Signature: [signature] Date: 4/22/15

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

TABOR — Last Name
AMBER — First Name
[redacted] — Email Address

The issue most important to me and my family is:

Environment

Amber L. Tabor — Signature
4/22/15 — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

MOREY — Last Name
PATRICIA — First Name
[redacted] — Email Address

The issue most important to me and my family is:

Education

Patricia Morey — Signature
4/22/15 — Date

Glendale Issue Card

upport Becker Board's freeway billboard project at NWC of Loop 101 and Bell because will bring tax revenue to Glendale, help local business and benefit our community with e public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

LLARREAL — st Name
RUBEN — First Name
[redacted] — ail Address

e issue most important to me and my family is:

ature
4/22/15 — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

CLARK RANDI
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Signature 4/22/15 Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

SMITH LINDA
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Signature 4-22-15 Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Moore Shawn
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Signature 4/22/15 Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

THOMAS JESSICA
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Jessica Thomas 4/22/15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

SHIPLEY DAVID
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

David M Shipley 4/22/2015
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Kehrwein HAZEL Phoire
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Hazel Kearney 4-22-2015
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

SHANNON ASHANTE
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Ashanti Shannon 4-22-15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

MARINO SUSAN
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Susan Marino 4-22-15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

BENSON ELLEN
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Ellen Benson 4-22-15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

[redacted] NICK
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Nick Addo 4-22-15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

TELLEZ DAVID
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

David Tellez 4-22-15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

KAUR REETY
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Reety Kaur 4-22-15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

RAMIREZ — Last Name
JIMMY — First Name
[redacted] — Email Address

The issue most important to me and my family is:
Education - more Teachers

[signature] — Signature
4-23-15 — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

SPENCER — Last Name
PACI — First Name
[redacted] — Email Address

The issue most important to me and my family is:
Education, Public Safety

Paci Spencer — Signature
4/23/15 — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

RAIFORD — Last Name
GREGORY — First Name
[redacted] — Email Address

The issue most important to me and my family is: EDUCATION, CRIME

[signature] — Signature
4/23/2015 — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

PHILLIPS DORINDA
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Public Safety

Signature 4/23/2015 Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

SMART TYLER
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Amber alerts & Public safety

Signature 23 Apr 2015 Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

LOPEZ Maria
Last Name First Name

[redacted]

The issue most important to me and my family is:

Amber alerts, education

Signature 4/23/15 Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

KONTRA MARY
Last Name First Name

[redacted]

The issue most important to me and my family is:

Mary Ann Kontra 4-22-15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

ARNETT JOHN
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Speed bumps on residential streets and water conservation

John Arnett 4/22/15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

SCHROADER ELIZABETH
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Signature 22April 2015
Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name: LUEBKI First Name: DENNIS

Email Address: [redacted]

The issue most important to me and my family is:

Signature

Date: 4/22/2015

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name: COWEN First Name: CAITLYN

[redacted]

The issue most important to me and my family is:

Signature

Date: 4-22-15

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name: MONTGOMERY First Name: STEPHEN

[redacted]

The issue most important to me and my family is:

Signature

Date: 4/22/15

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

WHITE BELL
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Signature 4-22-15 Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

GARNICA ISAAC
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Signature 4/22/15 Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

MONTES Henry
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Signature 4-23 Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

GISELLE BRAVO GISELLE
Last Name First Name

[redacted]

The issue most important to me and my family is:

Giselle Bravo
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

phelps JOHN
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Signature 4-23-15
Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Cheers M Daniels
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Diane Cheers
gnature

4-23-2015
Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Cherwin — Last Name
Gary — First Name
[redacted] — Email Address

The issue most important to me and my family is:

Gary Cherwin — Signature
4-23- — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Adam — Last Name
Brokaw — First Name
[redacted] — Email Address

The issue most important to me and my family is:

Adam Brokaw — Signature
4/23 — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Shay — Last Name
Katy — First Name
[redacted] — Email Address

The issue most important to me and my family is: Public Saftey

Katy Shay — Signature
4/23/2015 — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

COFFMAN Stacey
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Stacey Coffman 4/23/15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

SMITH ELAINE
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

E. Smith 4/29/15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

OVERMAN CHRYSTAL
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Chrystal A Overman 4/23/15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Carrillo Manuel

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is:

[redacted]

Signature 4-23-2015

Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

[redacted]

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is:

[redacted]

Signature 4-23-15

Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Roberts Ronald

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is:

[redacted]

Signature 4/23/15

Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name

First Name

[redacted]
Email Address

The issue most important to me and my family is:

Signature

4-23-15
Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

BAIN
Last Name

NATT
First Name

[redacted]
Email Address

The issue most important to me and my family is:

Signature

4/28/15
Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

BUSTER
Last Name

ROBERT
First Name

[redacted]
Email Address

The issue most important to me and my family is:

Signature

4/28/15
Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

TRONS NADJA
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Nadja Trons 4-28-15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

LANOUE ROBERT
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Signature 4-24-15
Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

JASTON
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Signature 4/28/15
Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name: [illegible] First Name: [illegible]

Email Address: [redacted]

The issue most important to me and my family is:

Signature: [illegible] Date: 4/28/15

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name: RAYMOND First Name: VICKI

Email Address: [redacted]

The issue most important to me and my family is:

Signature: Vicki Raymond Date: 4-28-15

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name: NORTHCUTT First Name: MARY

Email Address: [redacted]

The issue most important to me and my family is:

Amber, Alert

Signature: Mary Northcutt Date: 4-28-15

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Wilkerson Tiana
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Tiana Wilkerson 4/28/15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

KOALMAN RHEA
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Rhea Koalman 4/28/15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

LeGrand Donna
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Donna LeGrand 4-28-15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name [redacted] First Name Shanna

Email Address [redacted]

The issue most important to me and my family is:

[redacted]

Signature 4/28/15 Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name ANDERSON First Name Denise

Email Address [redacted]

The issue most important to me and my family is:

[redacted]

Signature 4/28/15 Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name [redacted] First Name PETE

Email Address [redacted]

The issue most important to me and my family is:

[redacted]

Signature 4/28/15 Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Castro — Jose

Last Name — First Name

[redacted]

Email Address

The issue most important to me and my family is: Public Safety

4/30/15

Signature — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Moreno — Jon

Last Name — First Name

[redacted]

Email Address

The issue most important to me and my family is:

Education

4-30-15

Signature — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Peterson — Courtney

Last Name — First Name

[redacted]

Email Address

The issue most important to me and my family is:

Amber alerts accidents

4-30-15

Signature — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

BORREGO KAREN
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Signature 4/28/15 Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Mulhern Richard
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is: Public Safety

Signature 4/28/15 Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Weitzel Wesley
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Signature 04/28/15 Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

PETTY JOSEPH
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

[signature]
Signature

4/29/15
Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

RENNING GAIL
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Gail Renning
Signature

4/30/15
Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

STUART LINDA
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Linda Stuart
Signature

4/29/15
Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name: Whitstrom First Name: Scott

Email Address: [redacted]

The issue most important to me and my family is:

Signature: [signature] Date: 4-30-15

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name: Dominguez First Name: Francis

Email Address: [redacted]

The issue most important to me and my family is:

Signature: [signature] Date: 4/30/15

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name: Weddings First Name: Valerie

Email Address: [redacted]

The issue most important to me and my family is:

Signature: [signature] Date: 4-30-2015

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

CAMACHO — ALVERINO
Last Name — First Name

[redacted]
Email Address

The issue most important to me and my family is:

Aurelino T. Camacho — 4/30
Signature — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Gerth — Jack
Last Name — First Name

[redacted]
Email Address

The issue most important to me and my family is:

Jack Gerth — 4/30
Signature — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Wahlstrom — Kerri
Last Name — First Name

[redacted]
Email Address

The issue most important to me and my family is:

Ke Wa — 4/30
Signature — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Yanez — Last Name
Shelby — First Name
[redacted] — Email Address

The issue most important to me and my family is:

Signature
4/30 — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

RUIZ — Last Name
WILLIAM — First Name
[redacted] — Email Address

The issue most important to me and my family is:

Signature
4/30 — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

McIntyre — Last Name
Jennifer — First Name
[redacted] — Email Address

The issue most important to me and my family is:

Jennifer McIntyre
Signature
4/30 — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

HOFBERGER CAROL

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is:

Carol Hofberger 4/30/15

Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Bauerstoerstson Brandi

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is:

Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

CARVALHO MARCELLA

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is:

4-30-15

Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Stewart Brandon
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

[signature]
Signature

4-30-15
Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Bryant Carol
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Security houseanimals
hope we get cases!!!

Carol Ann Bryant 4.30.15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Smith Matthew
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

ED

[signature]
Signature

04/30/15
Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name: Miles | First Name: George

Email Address: [redacted]

The issue most important to me and my family is:

Signature: George Miles | Date: 4-30-15

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name: BRANNISS | First Name: REBECCA

Email Address: [redacted]

The issue most important to me and my family is:

Signature: Rebecca Cranmer | Date: 4-30-15

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name: Moore | First Name: Amber

Email Address: [redacted]

The issue most important to me and my family is:

Public Safety

Signature: Amber Moore | Date: 4/30/15

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

BROWN JEFF
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Education

Jeff Brown 4-30-15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

OLLIS Richard
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Stay on budget.

Richard Ollis 4/30/15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

MESA GUADALUPE
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is: CRIME

Lupe Mesa 4-30-15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

SALVATIERRA | ROSA
Last Name | First Name

[redacted]
Email Address

The issue most important to me and my family is: Education

[signature] 9/30/15
Signature | Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

SIMPLE | TREVOR
Last Name | First Name

[redacted]
Email Address

The issue most important to me and my family is: AMBER ALERTS

[signature] 5/2/15
Signature | Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

BENTLEY | MARCIE
Last Name | First Name

[redacted]
Email Address

The issue most important to me and my family is: Education

[signature] 5/2/15
Signature | Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

HOUSEHOLDER KEVIN

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is: education

Signature 5/2/15 Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

ELIAS GUADALUPE

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is:

Clean neighborhood and More Security

Elda Guadalupe 5-2-2015

Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

EDWARDS HAYLEY

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is: NO price ↑ on internet

Hayley Edwards 5/2/15

Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Campbell — Last Name
Misty — First Name
[redacted] — Email Address

The issue most important to me and my family is:
education arts

MistyRCampbell — Signature
5-2-15 — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

MILLER — Last Name
KARL — First Name
[redacted] — Email Address

The issue most important to me and my family is: Education.

Karl J Miller — Signature
04-30-15 — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Rogers — Last Name
Danny — First Name
[redacted] — Email Address

The issue most important to me and my family is:

Danny Rogers — Signature
5/2 — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Bright Matthew
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Matt Bright 5/2/15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

SCHOENBERGER VERONICA
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

5-2-15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Standifird Virginia M
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Virginia M Standifird 5-2-15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

WALTER JAY
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

[redacted]

Signature 2 MAY 2015
Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

SPENCER BRADLEY
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

[redacted]

Signature 5/2/15
Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

LOGAN SCOTT
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

[redacted]

Signature 5/2/15
Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name: RICE First Name: THOMAS

Email Address: [redacted]

The issue most important to me and my family is:

Signature: [signature] Date: 5-2-2015

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name: Williams First Name: Shanie

Email Address: [redacted]

The issue most important to me and my family is:

Signature: [signature] Date: 05/02/15

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name: Medina First Name: Rodolfo

Email Address: [redacted]

The issue most important to me and my family is:

Signature: [signature] Date: 5/2

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name Easterly First Name James

[redacted]
Email Address

The issue most important to me and my family is:

Signature 5-2-15 Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name [redacted] First Name [redacted]

[redacted]
Email Address

The issue most important to me and my family is:

Signature 5/2/15 Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name KING First Name SCOTT

[redacted]
Email Address

The issue most important to me and my family is:

Education

Signature 5/2/15 Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

HOOPER WILLIAM
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Will Hooper 5/2/15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

French Haley
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is: education

Haley M. French 5/2/15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

DAVIS DEBRA
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Arrian Davis

Debra Davis 5-2-15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

NO WATZKE — SAM

Last Name — First Name

[redacted]

Email Address

The issue most important to me and my family is:

STREETS NEED RESURFACING !!

5-2-15

Signature — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Durom — Guillermo

Last Name — First Name

[redacted]

Email Address

The issue most important to me and my family is:

Signature — 5-3-15 — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Dick — Carol

Last Name — First Name

[redacted]

Email Address

The issue most important to me and my family is:

Safety & Education

Carol Dick — 5-3-15

Signature — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

DIAZ — Last Name
ARACELI — First Name
[redacted] — Email Address

The issue most important to me and my family is:

Signature — 5/3/15 — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

O'DONNELL — Last Name
MONICA — First Name
[redacted] — Email Address

The issue most important to me and my family is: Education

Signature — 5/3/15 — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

MEZA — Last Name
Veronica — First Name
[redacted] — Email Address

The issue most important to me and my family is:

Signature — 5/3/15 — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

SPELLER Scott
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is: Education + Alerts

Scott Speller 5/3/15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

OATIS Gilbert
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is: Street and Neighborhood Maintenance

Gilbert R Oatis May 3, 2015
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Valenzuela Heber
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is: education

5/3/15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Van Dorin Charles
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is: Transportation

Charles Van Dorin 5-3-15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Quayle Julie
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

X Julie Quayle 05/03/15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

MCFARLIN CHRISTINA
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Christina McFarlin 5/5/15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

BRANDENBURG | JOHN D

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is:

[signature]

Signature

5-5-2015

Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

STRATAS | ELLEN

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is:

[signature]

Signature

5/05/15

Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

VILLICAÑA | SONNY

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is:

[signature]

Signature

5/3/15

Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

[redacted]
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

[redacted]
Signature 5-3-15
Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

[redacted]
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

[redacted]
Signature 5/3/15
Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

[redacted]
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

[redacted]
Signature
Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Barbara Moody
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Barbara Moody 5-3-15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

CORLEY NANCY JO
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Nancy Jo Corley 5/5/15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

FERNANDEZ MELISSA
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is: Schools

Signature 5-5-15
Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

[redacted]
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

[redacted] 5-5-15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

[redacted]
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

[redacted] 5/5/15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

[redacted]
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

[redacted] 5.5.15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name: HERNANDEZ First Name: ALICIA

Email Address: [redacted]

The issue most important to me and my family is:

Signature: Alicia Hernandez Date:

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name: CORCORAN First Name: STEPHANIE

Email Address: [redacted]

The issue most important to me and my family is:

Signature: Date: 5/5/2015

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name: WILSON First Name: DAVE

Email Address: [redacted]

The issue most important to me and my family is:

Signature: Dave Wilson Date: 5-5-2015

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Hoover Clarence

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is:

Signature 5/6

Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Hidalgo Clara

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is:

Signature 5/5

Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Liberti Gilbert

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is:

Signature 5/5

Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Jesus | Hernandez
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Jesus Hernandez 5/5
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Jose | Juarez
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Jose Juarez 5/5
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Maria | Garcia
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Maria Garcia 5/5
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

MARTIN Sharon
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Signature 5/5
Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Lopez Karen
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Signature 5/5
Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

RAGNAKE IRVIN
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Signature 5-5-15
Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

BRENDA BURKE
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Brenda Burke 5/5/15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

GALL MELISSA
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Melissa Gall 5-5-15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

HNATKO STEVEN
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Steven Hnatko 5/5/15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name [redacted] First Name [redacted]

Email Address

The issue most important to me and my family is:

[redacted]

Signature 5-5-15 Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name [redacted] First Name [redacted]

Email Address

The issue most important to me and my family is:

[redacted] 5/5/15

Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name [redacted] First Name [redacted]

Email Address

The issue most important to me and my family is:

[redacted] 5-5-15

Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

MARTINEZ JOSE
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

05-05-2015
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

BRITTON KONTOFF
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:
Education

5/5/15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

GOINS RICK
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is: Safety

5-5-2015
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

THOMPSON Christopher
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is: More police patrol & traffic control
Need to enforce law
Keep felons behind bars

C Thompson 5-5-15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Heaps Joshua
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is: Public Safety Alert)

5-5-15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

JORDAN JENNIFER
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:
Budget cuts to education

Jennifer M Jordan 5 May 15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

BERMEJO JOSE

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is: Police

5-5-25

Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

[illegible]

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is:

5/6

Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

[illegible]

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is:

5/6

Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

[redacted] [redacted]
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Bob 5/6
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

[redacted] [redacted]
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

[redacted] 5/6
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

[redacted] [redacted]
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is: [redacted]

[redacted] 5/6/15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

WALDRON ROBERT

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is:

[redacted]

Signature Date 5-6-15

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

JOHNSTON SUSAN

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is:

[redacted]

Signature Date 5/6/15

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

SMITH REGINALD

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is:

[redacted]

Signature Date 6 MAY 2015

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

NAJARO JOHN

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is:

[signature] 5/6/15

Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

ALEXANDER FOSTER

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is: Education / Jobs

Foster L Alexander 5-6-2015

Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

BARTHOLOMEW MESTORE

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is:

Mestore Bartholomew 5/6/15

Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

DISBON Adrian
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Adrian Bo 5/6/15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

MARTHA WHITE
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Mother Wife
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Duckerstorth Hailey
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Hailey Duckerstorth 5/6/15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Carmen Garcia
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Carmen Garcia 4/6/2015
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Rogers Tarese
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

5/6/15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Gonzalez Sonia
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

5-6-15.
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

LOPEZ — ABRAHAM

Last Name — First Name

[redacted]

Email Address

The issue most important to me and my family is:

5/6/15

Signature — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Carrido — Jose

Last Name — First Name

[redacted]

Email Address

The issue most important to me and my family is:

043015

Signature — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

CODY — PLATHE

Last Name — First Name

[redacted]

Email Address

The issue most important to me and my family is:

04/30/15

Signature — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Harrison LaShawnia
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

[signature] 4/30/15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Rocco Michelle
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

[signature] 4/30/15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Corriadino James
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

[signature] 4/30/15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name: [redacted] First Name: [redacted]

Email Address: [redacted]

The issue most important to me and my family is:

Signature: [redacted] Date: 4.30.15

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name: [redacted] First Name: [redacted]

Email Address: [redacted]

The issue most important to me and my family is:

Signature: [redacted] Date: 4-30-15

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name: [redacted] First Name: [redacted]

Email Address: [redacted]

The issue most important to me and my family is:

Signature: [redacted] Date:

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

DAE KISTON STEVEN

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is:

[redacted]

Signature 4/30/15

Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

BRISTOL PATRICIA

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is: US

[redacted] 4/30/15

Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

MCDERMOTT THOMAS

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is:

[redacted] 4-30-15

ignature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Courtney BOWMAN

Last Name (as) First Name

[redacted]

Email Address

The issue most important to me and my family is:

[signature]

Signature 4/30/15 Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

[illegible] Dominic

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is: Education

[signature]

Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

[illegible] David

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is:

[signature]

Signature 4/30/15 Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name: [illegible] First Name: Mike

Email Address: [redacted]

The issue most important to me and my family is:
Veterans

Signature: [signature] Date: 4-26-15

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name: Vickery First Name: Don

Email Address: [redacted]

The issue most important to me and my family is:
Veterans

Signature: [signature] Date: 4/26/15

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name: Leslee First Name: [illegible]

Email Address: [redacted]

The issue most important to me and my family is:

Signature: Leslee Mason Date: 4/26/2015

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

JAFER JAWED
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Signature 4/26/15
Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Signature 04/27/15
Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Leyva Maupe
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Signature 4-26-2015
Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name: Bridgar First Name: Linda

Email Address: [redacted]

The issue most important to me and my family is:

Linda Bridgar 4-27

Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name: Jackson First Name: Brandon

Email Address: [redacted]

The issue most important to me and my family is:

Brandon Jackson 4-27

Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name: McCann First Name: Tom

Email Address: [redacted]

The issue most important to me and my family is: Public Safety

Thomas McCann 4-27-15

Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

MENDEZ — Last Name
JOSE — First Name
[redacted] — Email Address

The issue most important to me and my family is:

Signature
4-22-15 — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

ALFVES — Last Name
DAVID — First Name
[redacted] — Email Address

The issue most important to me and my family is:

Signature
4-22-15 — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

SMITH — Last Name
CORY — First Name
[redacted] — Email Address

The issue most important to me and my family is:

Signature
4/22/15 — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

STEELE — Last Name
MICHAEL — First Name
[redacted] — Email Address

The issue most important to me and my family is: Safety

[signature] — Signature
4-30-2015 — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

JACKINO — Last Name
RHONDA — First Name
[redacted] — Email Address

The issue most important to me and my family is:

[signature] — Signature
4/23/15 — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

BRISENO — Last Name
MICHELLE — First Name
[redacted] — Email Address

The issue most important to me and my family is:

Education

[signature] — Signature
4/23/2015 — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Gonzalez Fredy
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

[signature] 4/30/15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Corradino KIM
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

[signature] 4-30-15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

DIANA QUINTANA DIANA
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

[signature] 4/30/15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

BENDRY ROBERT
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Signature 4-28-2015
Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

PARKER BERNIE
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Signature 4/28/15
Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

GOLDRNO SIMON
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Signature 4-28-15
Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name: Briggs

First Name: M. L.

Email Address: [redacted]

The issue most important to me and my family is:

Signature: M. L. Briggs

Date: 4-28-15

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name: Reyna

First Name: Pearl

Email Address: [redacted]

The issue most important to me and my family is:

Signature: Pearl Reyna

Date: 4/28/15

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name: YOUNG

First Name: NORMINE

Email Address: [redacted]

The issue most important to me and my family is: Freedom

Signature: Norma Young

Date: 4/30/15

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Keene Noah
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Noah Keene 5/2/15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

GARCIA ARMAN
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:
Security Alert

[signature] May 2, 2015
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

SAVAGE WILLIAM
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is. Clean Streets

[signature] 5/2/15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

ROBERT ESPARZA
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Robert Esparza 5/6/15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Albert Hosta
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

5-6-15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

FERRARI CARRIE
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Carrie Ferrari 5/6/15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

TRAVIS Deanie
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Deanie Travis May 6-2015
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Bolden Joann
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Joann Bolden 4-30-15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

BONEMAN Dorothy
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Dorothy Boneman 4-30-15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

BRADLEY BAUM
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Signature 4/30/15
Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

SLAUGHTER MELISSA
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Signature 4-30-15
Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Gilliane Roberto
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Signature 04-30-15
Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

JANET GOETZ
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Signature 4-30-15 Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Vacha Carrey
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Signature 4/30/15 Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

BIGGART JOANNE
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Signature Joanne Biggart 4/30/15 Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

SACKS | MARK
Last Name | First Name

[redacted]
Email Address

The issue most important to me and my family is:

Signature | 4-30-15
Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Hall | Shawna
Last Name | First Name

[redacted]
Email Address

The issue most important to me and my family is:

Signature | 4/30/15
Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

VALADEZ | NICOLAS
Last Name | First Name

[redacted]
Email Address

The issue most important to me and my family is:

Signature | 4/30/15
Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Frias — Last Name

Cinthya — First Name

[redacted] — Email Address

The issue most important to me and my family is:

Signature

4·30·15 — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Juan — Last Name

Vargas — First Name

[redacted] — Email Address

The issue most important to me and my family is: Education

Signature

4/26/15 — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Ortiz — Last Name

Mary — First Name

[redacted] — Email Address

The issue most important to me and my family is:

Mary Ortiz — Signature

4-30-15 — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

PANAPOULOS JEFF
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is: GLENDALE SPENDING TAX DOLLARS WISELY

Jeff Panapoulos 4-26-15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

DUVIVANT JASON
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Education

4/26/15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

FOSS VINCENT
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

4/26/2015
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name: Luna-Leyva First Name: Sylvia

Email Address: [redacted]

The issue most important to me and my family is:

Signature: [signature] Date: 4-26-2015

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name: Thorne First Name: Jon

Email Address: [redacted]

The issue most important to me and my family is:

Signature: [signature] Date: 4/26/15

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name: First Name:

Email Address: [redacted]

The issue most important to me and my family is:

Signature: [signature] Date: 04-27-15

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

CHRISTENSEN CHARLENE

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is:

Signature 4-27

Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Rebecca Barnett

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is:

Signature 4-27

Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is: PABLIC SAFTEY

Signature 4-27-15

Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name

First Name

[redacted]

Email Address

The issue most important to me and my family is:

Signature

4.27.15

Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Walters

Last Name

Shirley

First Name

[redacted]

Email Address

The issue most important to me and my family is:

Signature

4/27/15

Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

MULLINS

Last Name

KAREN

First Name

[redacted]

Email Address

The issue most important to me and my family is:

public safety

Signature

4-27-15

Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name

First Name

[redacted]

Email Address

The issue most important to me and my family is:

Signature

4-27-15

Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name

First Name

[redacted]

Email Address

The issue most important to me and my family is:

Signature

4-27-15

Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name

First Name

[redacted]

Email Address

The issue most important to me and my family is:

Signature

4-26-15

Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Barrios Maria
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Carr Daniel
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

OLIVIA GONZALEZ
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Signature 4-27
Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Ramirez Cynthia
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Cynthia Ramirez 4/28/15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Branch Cecilia
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Cecilia Branch 4/27/15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Bowe Victor
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

4/27/15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Reggie Roque
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Signature 4/27/15
Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Webb Lucinda
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Signature 4-27-15
Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Hannah Jonathan
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Jonathan Hannah
Signature 4-27
Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

BLANCO DAISHE
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

J. M. Blanco 4/28/15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

WILLEMKENS PATRICIA
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

4.28.15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

GONZALES OSCAR
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Oscar Gonzales 4/29
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Butler — Last Name
Angie — First Name
[redacted] — Email Address

The issue most important to me and my family is:

Signature
4-28 — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

SAVAGE — Last Name
DAKOTAH — First Name
[redacted] — Email Address

The issue most important to me and my family is:

Signature
4/28/15 — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

BEAMON — Last Name
GERRY — First Name
[redacted] — Email Address

The issue most important to me and my family is:

Signature
4-28-15 — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

TROXLER — Last Name

ELNORA — First Name

[redacted] — Email Address

The issue most important to me and my family is:

Elnora Troxler — Signature

4-28-15 — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

TODD HUNTER — Last Name

TODD — First Name

[redacted] — Email Address

The issue most important to me and my family is:

[signature] — Signature

4/28/15 — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

VARGAS — Last Name

RAQUEL — First Name

[redacted] — Email Address

The issue most important to me and my family is:

Raquel Vargas — Signature

4/28/15 — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name: [illegible] First Name: [illegible]

Email Address: [redacted]

The issue most important to me and my family is:

Signature: [signature] Date: 4/28/15

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name: WINNENBERG First Name: DAWN

Email Address: [redacted]

The issue most important to me and my family is:

Signature: [signature] Date: 4-28-15

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name: [illegible] First Name: [illegible]

Email Address: [redacted]

The issue most important to me and my family is:
tax money going to government employees.

Signature: [signature] Date: 4/25

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name: [redacted] First Name: MARCUS

Email Address: [redacted]

The issue most important to me and my family is: safety

Signature: [redacted] Date: 4/25/15

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name: [redacted] First Name: Ashley

Email Address: [redacted]

The issue most important to me and my family is:
Amber alert and police

Signature: [redacted] Date: 4/28/15

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name: [redacted] First Name: [redacted]

Email Address: [redacted]

The issue most important to me and my family is: Education!!!

Signature: [redacted] Date: 4-28-15

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

JEFFORDS KATHLEEN

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is:

Kathleen R Jeffords 5/2

Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

BOTTENFIELD FAY

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is:

Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

CHANDLER STEWART

Last Name First Name

[redacted]

Email [redacted]

The issue most important to me and my family is:

Signature 5/2/15

Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

ALBRECHT CHRIS

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is:

Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Kerber Stephanie

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is:

the casino

Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

YEAGER ARNOLD

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is: Going forward with the Casino

Signature 5/2/15

Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Robert Glendenning

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is:

Traffic Irration

[redacted] 5/2/15

Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

PHILFLOWERS ANGELIQUE

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is:

Angelique Phil-flowers 5/2/15

Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Burke Maria

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is:

The Safety of our children

Maria Burke 5/2/15

Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Brandt Dianne

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is: Public Safety

Dianne Brandt 5.2.15

Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Tackett Glenn

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is:

Glenn Tackett 5/2/15

Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

APPLEGET MARY

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is:

Mary Kathleen Applegat 5/2/15

Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name: Patti | First Name: Daniel

Email Address: [redacted]

The issue most important to me and my family is:

Signature: [signature] Date: 5/2/15

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name: BEACH | First Name: ANDREW

Email Address: [redacted]

The issue most important to me and my family is:

Education

Signature: [signature] Date: 5/07/15

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name: | First Name:

Email Address: [redacted]

The issue most important to me and my family is:

Signature: [signature] Date: 5/3/15

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

WIRTH — BILL

Last Name — First Name

[redacted]

Email Address

The issue most important to me and my family is:

Bill F Wirth — 5.3.15

Signature — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

LARRY — KELLY

Last Name — First Name

[redacted]

Email Address

The issue most important to me and my family is:

3-3-15

Signature — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

EVELD — RUSSELL

Last Name — First Name

[redacted]

Email Address

The issue most important to me and my family is:

3/4/15

Signature — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Martin — Last Name

Carmella — First Name

[redacted] — Email Address

The issue most important to me and my family is:

Signature

5-3-15 — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Rink — Last Name

Heather — First Name

[redacted] — Email Address

The issue most important to me and my family is:

Signature

5-3-15 — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

[redacted]CORELLA — Last Name

Robert — First Name

[redacted] — Email Address

The issue most important to me and my family is:

Robert Corella

Signature

5-3-15

Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

ALLEN BOBBEYE
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Bobbye Allen 5/3/15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

CORDAY Robert
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Quiet

Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

MCWHERTER Gloria
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Gloria McWherter 5/3/2015
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name

First Name

[redacted]

Email Address

The issue most important to me and my family is:

Signature

4-27-15

Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name

First Name

[redacted]

Email Address

The issue most important to me and my family is:

Signature

4.27.15

Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name

First Name

[redacted]

Email Address

The issue most important to me and my family is:

Signature

4-26-15

Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Brooke Francis
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Francis Brooke
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

[redacted] Cindy
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Lopez Jesus
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Jesus Lopez 4-27
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Fall Erika
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Safety

Signature 04/27/15 Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Romer Penny
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Penny Romer 4/27/15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Deguid Melissa
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

4.27.15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name: WYMAN First Name: JESSE

Email Address: [redacted]

The issue most important to me and my family is:

Signature: Jesse Wyman Date: 4/27/15

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name: Shepherd First Name: Ryan

Email Address: [redacted]

The issue most important to me and my family is:

Signature: Ryan Shepherd Date: 4/27/15

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name: McCormick First Name: Ann

Email Address: [redacted]

The issue most important to me and my family is:

Signature: Ann McCormick Date: 4-28-15

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Signature Date 4-27

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

SYLVIA Infante

Signature Date 4/28/15

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Signature Date 4/27

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

SOBER BANUELOS
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

[redacted]
Signature Date 4-28

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Gonzalez Esteban
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

[redacted]
Signature Date 4-28-15

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

TREVINO CYNTHIA
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

[redacted]
Signature Date 4-28-15

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

PENA IGNACIA

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is:

[redacted]

Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

BROOKS Deborah

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is:

Deborah J Brooks 04-28-15

Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

SCHOLL BARBARA

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is:

Barbara J Scholl 4-28-15

Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

LAUBMEIER PATRICIA

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is:

[redacted] 4/28/15

Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

[redacted]

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is:

[redacted] 4-28-15

Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

[redacted]

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is:

Education

[redacted] 4/28

Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

VIZABERETA CATHERINE
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is: Education

[signature] 4-28-15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

RAMIREZ DAVID
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

[signature] SAFETY 4/28/15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

HUGHES LATILA
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is: CRIME
NEIGHBORHOOD
TRANSPORTATION

[signature] 4/28/15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

[redacted] [redacted]

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is:

funding for Education

Signature 2-28-15 Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

[redacted] [redacted]

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is:

All - Public Safety, Amber Alert too

Signature 4-28-15 Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

[redacted] [redacted]

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is:

Signature 4/28/15 Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

SIMON MARGARET

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is:

Signature 4/28/15 Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

LANGLEY RICHARD

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is:

Signature 4/25/15 Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

TWEED CRAIG

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is:

Signature 4/24/15 Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

McDonald — Last Name

Jessica — First Name

[redacted] — Email Address

The issue most important to me and my family is:

Public Safety

McDonald — Signature

4/26/15 — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

SERRISI — Last Name

DANIEL — First Name

[redacted] — Email Address

The issue most important to me and my family is:

SAFETY

Signature

4/26/15 — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

BOWMAN — Last Name

Robert — First Name

[redacted] — Email Address

The issue most important to me and my family is: CRIME
BUDGET

Signature

4/26/15 — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Abrexsive Corey
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is: Safety

Signature 4-26-15
Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Florovich Ana
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:
Retired high school

Signature April 26/15
Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Riddle Larry
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Signature 4-26-15
Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name: Master First Name: Jamir

Email Address: [redacted]

The issue most important to me and my family is:

Signature Date: 4/26/15

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name: HOLDER First Name: MARCUS

Email Address: [redacted]

The issue most important to me and my family is:

Signature Date: 4/26/15

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name: GUTMAN First Name: DARCI

Email Address: [redacted]

The issue most important to me and my family is:

Signature Date: 4-26-15

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

BARTHOLOMEW DOLORES
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:
Education

Dolores Bartholomew 4/26/15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

BALVANO DAVID
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

[signature] 4/26/15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

ROBINSON HAZEL
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Hazel M. Robinson 4-25-15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name: Jones First Name: Tyler

Email Address: [redacted]

The issue most important to me and my family is:

Signature: Tyler Jones Date: 4/28/15

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name: Swartwood First Name: Ric

Email Address: [redacted]

The issue most important to me and my family is:

Signature: Ric Swartwood Date: 4-28-15

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name: Sandy Lane First Name: Lane

Email Address: [redacted]

The issue most important to me and my family is.

Signature: Sandy Lane Date: 4.28.15

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

ARMELI JANET
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is: Safety

Janet Armeli 4-28-2015
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

ROY MARY
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

mary Roy 28 April 15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

GRUBAUGH SHARON
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is.

Sharon Grubaugh
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Armenta Angie

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is:

Angie Armenta 4-23-15

Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Lewis Jessica

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is:

Jessica Lewis 4/25/15

Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Johnson Robin

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is:

4-23-15

Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

VOTICA PHYLLIS
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Phyllis Catlett-Votica 4-23-2015
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Lara Katrina
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Katrina Lara 4/19/15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

PASQUALE Tina
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Dina Pasquale 4-23-15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Perez — Victoria
Last Name — First Name

[redacted]
Email Address

The issue most important to me and my family is:

Victoria Perez — 4/23/2015
Signature — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name — First Name

[redacted]
Email Address

The issue most important to me and my family is:

Signature — 4/23/15
Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

RUIZ — DAVID
Last Name — First Name

[redacted]
Email Address

The issue most important to me and my family is:
EDUCATION

Signature — 4-25-15
Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Lopez Jessica
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Jessica Lopez 4/25
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Moore Amber
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Amber 4/25
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Guy George
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

George Guy 4/25
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Cordova Juan
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

[redacted]

Signature 4/25 Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

RODRIGUEZ PATRICIA
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

[redacted]

Signature 4/25/15 Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Nicholson Diamond
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Diamond Nicholson 4/25/15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Dorothy Smead
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Smead Dohuty 4/25/15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

LEVAN TRISHA
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Safety

Trisha LeVan 4.25.15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

LOPEZ Martha
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Budget Cuts to Education

Martha Lopez 4/25/15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name: [illegible] First Name: [illegible]

Email Address: [redacted]

The issue most important to me and my family is: Education

Signature: [signature] Date: 4-25-15

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name: [illegible] First Name: [illegible]

Email Address: [redacted]

The issue most important to me and my family is:
education

Austin Jewell 4-25-15

Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name: [illegible] First Name: [illegible]

Email Address: [redacted]

The issue most important to me and my family is:

Al EDucation

Al 9-25-15

Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name: Arvizu | First Name: Albert

Email Address: [redacted]

The issue most important to me and my family is: crime, residential speeding

Signature | Date: 4-25-15

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name: Young | First Name: Artisha

Email Address: [redacted]

The issue most important to me and my family is:

Signature: Artisha Young | Date: 4.25.15

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name: Sosa | First Name: Laura

Email Address: [redacted]

The issue most important to me and my family is:

Signature | Date: 4/25/15

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Levicetine Robert
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Robert Levicetine 4/25/15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

4-25-15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

4-25-15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Twirpin Kalima
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Kalima Twirpin 4/25/2015
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

BENEZE JESSICA
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Jessica Beneze 4/25/15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Flearin Tristian
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is: Safety & Awareness

4/25/15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Aaken John

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is:

John Aaken 4/25/15

Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

MARTINEZ VERONICA

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is:

4/25/15

Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Haro Gloria

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is:

Gloria P. Haro 4-25-15

Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

GRIJALVA LYDIA

Last Name First Name

[redacted]

The issue most important to me and my family is:

Lydia Grijalva 4-25-15

Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

HOPKINS STANLEY

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is:

[signature] 15 APR 2015

Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

CISNEROZ JUANITA

Last Name First Name

[redacted]

The issue most important to me and my family is:

Juanita Cisneroz 4/25/15

Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Arsenault Bryan
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

[signature] 4/25/15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

GUSTAFSON BRIAN
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:
EDUCATION

[signature] 4-25-15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Tryon Amber
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Education

Amber M. Tryon 4 25 15
Signature Date

C

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

ZAMORA MARTINIANO
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Seguridad

Martiniano Zamora 4-25-15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Kaufman David
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is: Safety

D. Kaufman 4/25/15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

BARCLAY MELINDA
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Melinda Barclay 4/25/15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name: [illegible] First Name: [illegible]

Email Address: [redacted]

The issue most important to me and my family is:

Signature: Nancy L. Brian Date: 4-25-15

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name: First Name:

Email Address: [redacted]

The issue most important to me and my family is:

Signature: Date:

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name: [illegible] First Name: [illegible]

Email Address: [redacted]

The issue most important to me and my family is:

Signature: Date: 04-30-15

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

MEJIA MARCOS

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is:

Signature 4-29-15 Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Wepfer Shanna

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is:

Signature 430.15 Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

LOZANO ERIKA

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is:

Signature 4-30-2015 Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

CANTELME HELEN M
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Helen M Cantelme 4-30-2015
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Morgan Michael
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Michael Morgan 4-30-15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

[redacted]
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

[redacted] 4-30-15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Martinez — Mario

Last Name — First Name

[redacted]

Email Address

The issue most important to me and my family is: 0

Mario Martinez — 4/30/15

Signature — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

SORENSEN — MARCIA

Last Name — First Name

[redacted]

Email Address

The issue most important to me and my family is:

Marcia Sorensen — 4/30/15

Signature — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Gallagher — Jean

Last Name — First Name

[redacted]

Email Address

The issue most important to me and my family is:

Jean Gallagher — 4·30·15

Signature — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

NEVILLE LOLA
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Lola Neville 4/30/15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

OLDS CHARLES
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

4-30-15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Shamrock Patricia
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

4-30-15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name ARMENTA First Name Mary Helen

[redacted]

Email Address

The issue most important to me and my family is:

Mary Helen Armenta 4/30/15

Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name FINK First Name PAMELA

[redacted]

Email Address

The issue most important to me and my family is:

Pamela Fink 4/22/15

Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name Lopez First Name Juan

[redacted]

Email Address

The issue most important to me and my family is: Safety

Juan Lopez 4-22-15

Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

PERSCILLA

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is:

Perscilla Phillips 4-22-2015

Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

JOHNSON DILLIAM

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is: Education

Signature 4.22.15

Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

MCGILL Phyllis

Last Name First Name

[redacted]

The issue most important to me and my family is:

Education

Phyllis McGill 4/22/15

Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

JANKOWSKI ALAN
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is: Education
↓ TAXS / Protect human life
in all stages of develope

Signature 04/22/15
Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

LAUZON AMY
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Education

Signature 4/22/15
Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Borkowski Destiny
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Public Safety

Destiny Borkowski 4/22/15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

LOMAS — Last Name
MARIO — First Name
[redacted] — Email Address

The issue most important to me and my family is:

Signature
4/22/15 — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

ROMERO — Last Name
MANUEL — First Name
[redacted] — Email Address

The issue most important to me and my family is:

Signature
4-22-15 — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

[illegible] — Last Name
[illegible] — First Name
[redacted] — Email Address

The issue most important to me and my family is:

Signature
04/22/15 — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

KELM DINAH
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Dinah B. Kelm 4/22/15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name First Name

[redacted]
Email Address NOT Available

The issue most important to me and my family is:

Roni Camacho 4-22-15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name Kandace First Name

[redacted]
Email Address

The issue most important to me and my family is:

4.22.15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Phillips — Last Name

Nicholas — First Name

[redacted] — Email Address

The issue most important to me and my family is: Education

[signature] — Signature

4-22-15 — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Kenney — Last Name

James — First Name

[redacted] — Email Address

The issue most important to me and my family is:

[signature] — Signature

4-22-2015 — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

ROGERS — Last Name

DEAN — First Name

[redacted] — Email Address

The issue most important to me and my family is:

[signature] — Signature

4-22-15 — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Smith Ruby

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is:

[signature] 4-22-15

Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

MURRILLSON JAMES

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is:

[signature] 4-22-15

Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

GARCIA Soledad

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is:

[signature] 4-22-15

Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

BLEIHAUPT DAVID

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is:

[signature]

Signature

4-22-15

Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Tucker ROBERT

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is: Education

[signature]

Signature

4/23/15

Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

SHERMAN MATTHEW

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is:

crime, theft

[signature]

Signature

4/23/15

Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Dugan — Devon
Last Name — First Name

[redacted]
Email Address

The issue most important to me and my family is:
Education

Devon Dugan — 4/23/15
Signature — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Ramirez — Virgo
Last Name — First Name

[redacted]
Email Address

The issue most important to me and my family is:
Education, Crime increasing

Virgo Ramirez — 4-23-15
Signature — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Harrison — Kristy
Last Name — First Name

[redacted]
Email Address

The issue most important to me and my family is: Education

Kristy Harrison — 4-23-15
Signature — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

GALLUZZO DOMINIC K
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is: Education

Signature 4/23/15
Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

COOKMAN PATRICIA
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Patricia Cookman 4-22-15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

KATHERINE DERNER
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Katherine Derner 4-22-15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

MILLER DANALYNNE
Last Name First Name

[redacted]

The issue most important to me and my family is:

Danalynne Miller 4/22/15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

HUNT CAROLYN
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Carolyn Hunt 4-22-15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

COWEN CARL
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Carl Cowen 4/22/15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

ERICKSON Phil
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Phil R. Erickson 4/22/15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

TURNER Russ
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Russell Eckert 4/22/15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Cole Al
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Al Cole 4-22-2015
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

RODRIGUEZ — Last Name
DIAMOND — First Name
[redacted] — Email Address

The issue most important to me and my family is:

[redacted] — Signature
Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Cullum — Last Name
Michelle R — First Name
[redacted] — Email Address

The issue most important to me and my family is:

Michelle Cullum — Signature
4-23 — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

McFarlin — Last Name
Christina — First Name
[redacted] — Email Address

The issue most important to me and my family is:

Christina McFarlin — Signature
4/23 — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

David Robles
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

David Robles 4/23
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Leaser Jessica
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

4-23-15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

LE JOHN
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

4-23-2015
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name: [illegible] First Name: Roy

Email Address: [redacted]

The issue most important to me and my family is:

Signature: [signature] Date: 4-23-15

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name: JACKSON First Name: Belinda

Email Address: [redacted]

The issue most important to me and my family is:

Signature: [signature] Date: 04-23, 2015

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name: HAHN First Name: DAN

Email Address: [redacted]

The issue most important to me and my family is: Public Safety

Signature: [signature] Date: 4/23/15

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Read-Porter | Margaret
Last Name | First Name

[redacted]
Email Address

The issue most important to me and my family is:

Margaret Read-Porter 4/23/15
Signature | Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Sugarin | Miguel
Last Name | First Name

[redacted]
Email Address

The issue most important to me and my family is:

4/23/15
Signature | Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

FARAS | SUSAN
Last Name | First Name

[redacted]
Email Address

The issue most important to me and my family is:

4-23-15
Signature | Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

MARSHALL ROBERT

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is:

Signature 4/23/15 Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Whitfield Kristopher

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is:

Signature 4/28/15 Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is:

Signature 4/23/2015 Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

LEANA EFFLER LEANN

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is:

[signature]

Signature

4-28-15

Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

IRONS MAURICE

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is:

[signature]

Signature

4/28/15

Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

SEYA EUGENE

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is:

[signature]

Signature

4-28-15

Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Olds — Last Name
Joshua — First Name
[redacted] — Email Address

The issue most important to me and my family is:

Signature
4/28/15 — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Felix — Last Name
Ines — First Name
[redacted] — Email Address

The issue most important to me and my family is:

Signature
4/28/15 — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

THOMPSON — Last Name
DANIEL — First Name
[redacted] — Email Address

The issue most important to me and my family is:

Signature
4-28-15 — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

BARBER CHASE
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Signature 4/28/15
Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Hailey Terri
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Terri Hailey 4/28/15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

KNUTZEN SANDRA
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Signature 4/28/15
Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

LAMBERT | Daisy M

Last Name | First Name

[redacted]

Email Address

The issue most important to me and my family is:

Daisy Lambert | April 28, 15

Signature | Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

EUGENES | MICHAEL

Last Name | First Name

[redacted]

Email Address

The issue most important to me and my family is:

4.28.2015

Signature | Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

CHAGOLLA | JOSEPH

Last Name | First Name

[redacted]

Email Address

The issue most important to me and my family is:

Joseph Chagolla | 4/28/2015

Signature | Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Dominguez Michela
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Signature 4/30/15
Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

SCHWABE ANDY
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Signature 4/30/15
Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

JOHNSON STEPHEN
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Signature 4/30/15
Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

RIVAS — Last Name
LUCIA — First Name
[redacted] — Email Address

The issue most important to me and my family is:

Signature
4-30-15 — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Norman — Last Name
Edward — First Name
[redacted] — Email Address

The issue most important to me and my family is: amber alerts

Signature
Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

VEREE — Last Name
CHUCK — First Name
[redacted] — Email Address

The issue most important to me and my family is:

Signature
4/28/15 — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

CLENNEY — Last Name
RON — First Name
[redacted] — Email Address

The issue most important to me and my family is:

Ron Clenney — Signature
4/28/15 — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

RUSSELL — Last Name
FERGUSON — First Name
[redacted] — Email Address

The issue most important to me and my family is:

Signature
Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

FASNACHT — Last Name
GREGORY — First Name
[redacted] — Email Address

The issue most important to me and my family is: PUBLIC SAFETY

Greg Fasnacht — Signature
4-30-15 — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Padilla — Last Name
Gregorio — First Name
[redacted] — Email Address

The issue most important to me and my family is:

Greg Padilla — Signature
4/30/15 — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Brand — Last Name
Brittany — First Name
[redacted] — Email Address

The issue most important to me and my family is: Crime Reduction

B Brand — Signature
4/30/2015 — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Graham — Last Name
Martie — First Name
[redacted] — Email Address

The issue most important to me and my family is:

Martie Graham — Signature
4/28/15 — Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Day | Alexis

Last Name | First Name

[redacted]

Email Address

The issue most important to me and my family is:

Amber Alerts

Alexis Day | 5/3/15

Signature | Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Kowalski | Patrick

Last Name | First Name

[redacted]

Email Address

The issue most important to me and my family is:

[signature] | 5/3/15

Signature | Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Ashcraft | Victoria

Last Name | First Name

[redacted]

Email Address

The issue most important to me and my family is:

Victoria Ashcraft | 5-3-15

Signature | Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

O'BRIAN LAWRENCE

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is:

Tammy M O'Brian 5-3-15

Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is:

623-847-1770

Shawna White 05/03

Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Last Name First Name

[redacted]

Email Address

The issue most important to me and my family is:

5/3/15

Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

[redacted]
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is: Public Safety

[redacted] 5-3-15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

[redacted]
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:
EDUCATION

[redacted] 5/2/15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

[redacted]
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

[redacted] 5-2-15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Rosa Richard Jr
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

[signature]
Signature

5/2/15
Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

Lerma Peter
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

[signature]
Signature

5-2-15
Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

CHURCH Lori
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is: EDUCATION

[signature]
Signature

5-2-15
Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

√ BLACK Renee
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is: Education

Renee Black 5/2/15
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

FEUCHER SHYLA
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

Shyla Feucher
Signature Date

Glendale Issue Card

I support Becker Board's freeway billboard project at NWC of Loop 101 and Bell because it will bring tax revenue to Glendale, help local business and benefit our community with free public safety messaging like Amber Alerts, Silver Alerts and "Wanted" posters.

DUNCAN STANLEY
Last Name First Name

[redacted]
Email Address

The issue most important to me and my family is:

4/27/15
Signature Date

City of Peoria

PLANNING AND COMMUNITY DEVELOPMENT

9875 North 85th Avenue
Peoria, Arizona 85345
MAIL 8401 West Monroe Street
T 623.773.7209
F 623.773.7233
planning@peoriaaz.gov

October 28, 2013

Glendale Planning Department
c/o Jon Froke, AICP, Planning Director
5850 West Glendale Avenue,
Suite 212
Glendale, Arizona 85301-2599

RE: Case ZON13-04 Opposition to Palm Canyon PAD Amendment – static billboards
NWC Loop 101 & Bell Road

Mr. Froke:

This letter pertains to the request by Becker Boards through Rose Law Group to amend the Palm Canyon PAD to permit two (2) static billboards. As you know, on September 17, 2013, the Glendale City Council held a workshop wherein they broadly discussed the location of static and digital billboards in the City and provided guidance to the appropriateness of reopening the recently adopted Digital Billboard Ordinance (ZTA 11-01). In its report to the Council, staff found the "existing ordinance appropriate and well founded." In that session, Council agreed with staff with a consensus against reopening the Ordinance at this time.

Quite frankly, with that discussion in mind -- and the significant opposition expressed hereto on this case from area Peoria and Glendale residents alike, including Councilmembers Edwards and Martinez from the affected districts -- we were surprised to learn that the applicant has continued its pursuit of a PAD Amendment. Accordingly, the City of Peoria desires to be formally on record opposing this PAD Amendment.

While the request here is for *static billboard* placements, we believe last year's ordinance established billboard policy along the Loop 101 in Glendale. This request is inconsistent with the spirt and intent of that action; it also circumvents and trivializes the extensive staff effort and public outreach process. This case has provoked overwhelming opposition from the onset from constituents in both communities. Whether it is digital or static, the proposed placements are visually intrusive and negatively impact surrounding neighborhoods.

We understand the nature of PAD's and the inherent flexibility that they carry. Nonetheless, requests for deviations through the PAD vehicle should not be considered outside the prism of public policy and/or the regulary directives provided through the

Zoning Ordinance. From a technical standpoint, the City of Peoria believes the request is not only *not* in conformance with the Digital Billboard Ordinance – but also *not* in conformance with the regulatory structure provided through the Zoning Ordinance. Finally, we believe the request is inconsistent with the cooperative spirit of the 2007 de-annexation effort.

Request is inconsistent with the 2007 De-Annexation

As you know, the parcels where the billboards are proposed to be located was in the City of Peoria until June 5, 2007. At that time, the City of Peoria agreed to cede jurisdiction of the parcel to the City of Glendale as part of a broad effort to create a more logical boundary between Glendale and Peoria in this area. Moreover, when the parcel was ceded to Glendale, it was understood that it would be developed under Glendale's PAD for a proposed two-story condominium office project. Given the site and access constraints and proximity to residential uses, Peoria was in full support of the office project. As we had understood, the project would not have any signage along Bell Road or the Loop 101 and the PAD zoning/NVSAP would permit signage at the entry at 83rd Avenue. The signage would identify on-site center/businesses with a character and standards befitting a nice transitional office project.

In contrast, the 85 foot high billboards are visually dominant and out-of-scale to the future office development. *Moreover, the billboards functionally provide off-site advertising and are not intended to serve the on-site office development needs.* This request was certainly not contemplated when the cooperative de-annexation occurred.

Request is inconsistent with the Digital Billboard Ordinance (ZTA11-01)

After an extensive public process, the Glendale City Council adopted an Ordinance constraining new digital billboard placements to appropriately qualifying locations along the Loop 101 between Camelback Road and Northern, generally within its 'Sports and Entertainment District.' In that regard, we believe that Glendale developed a strong ordinance with standards in place to protect neighborhoods, maximize safety and balance economic development with quality of life.

While the Becker request is for *static* billboards, the request is inconsistent with the spirit and intent of that Ordinance, and if approved, weakens and dilutes the good work that was performed. More specifically, this request violates several key provisions:

- Palm Canyon site is not a qualifying site along the Loop 101; and
- The proposed height allowance of 85 feet is well beyond the 60 feet permitted in the DB Ordinance; and
- The northern placement is located within 730 feet of a single-family residentially zoned property. The Bell Park neighborhood is zoned PAD-Single-Family Residential; and
- The placements are spaced within 1,067 feet of another, well short of the minimum 1,760 foot spacing required by the Ordinance.

Incidentally, as you know, over the last few years, the City of Peoria has been engaged in a public process exploring community preferences and attitudes on the digital billboard ordinance. To be clear, at this time, the City has not made any decision to proceed forward with a DB Ordinance. Should the city elect to move forward, we would certainly look to Glendale as an model example with a strong ordinance in place.

Request violates the Glendale Zoning Ordinance

We believe static billboards are an aging technology that over time and through weatherization further degrades the visual appeal. In the September 17 Council Work Session, a councilmember in support of reopening the Ordinance, even remarked that "static billboards were a step backwards." Moreover, we believe your Zoning Ordinance implicitly recognizes this value with provisions designed to check the proliferation of such signs by relegating new placements to industrial districts and requiring a comensurate removal of an existing static billboard. Even if we set aside the spirit and intent of the DB Ordinance and review the request against current requirements, it violates several key provisions in the Zoning Ordinance:

- Per Section 7.106(A), billboards are only permitted in the M-1 and M-2 Zoning districts (Light/Heavy Industrial), This site is zoned (PAD Office) and designated as General Office on the NVSAP; and
- The proposed billboard height allowance of 85 feet is well beyond the 25 feet permitted for static billboards per 7.106(D)(5) or 8' permitted for GO Freestanding Signs per 7.104(B); and
- The sign area of 672 SF is well beyond the 300 SF permitted for static billboards or more appropriately the 48 SF permitted for an office freestanding sign; and
- Section 7.106(C) prohibits the construction of new billboards unless evidence has been furnished supporting the corresponding removal of an existing static billboard in the City. We are unaware of any such action or commitment.

In closing, we appreciate the opportunity to comment on this proposal and look forward to the continuation of a productive dialogue between our communities on issues of mutual importance. As always, thank you for your assistance and your attention to this matter.

Sincerely,

Chris M. Jacques, AICP
Planning & Community Development Director

Cc: Carl Swenson, City Manager
Susan J. Daluddung, Deputy City Manager
Jeff Tyne, Deputy City Manager
Bo Larsen, Public Information Director

City of Peoria

COUNCILMEMBER JON EDWARDS
WILLOW DISTRICT

8401 West Monroe Street
Peoria, Arizona 85345
T 623.773.7306
F 623.773.7301
jon.edwards@peoriaaz.gov

March 26, 2015

Dear Neighbor:

Please join me in stopping billboard in neighborhoods. As you know, I strongly oppose the proposed installation of two 85-foot tall billboards on Loop 101, north of Bell Road.

Last October, thanks to your help, the Glendale City Council was convinced that the eyesore was a bad idea and voted against it. Several months later, they even voted against reconsidering the issue. Despite opposition from neighbors and the Glendale City Council, billboard operator Mark Becker is at it again. Mr. Becker is shopping his proposal to the Glendale City Council again, hoping they will change their minds. Mr. Becker's proposal affects both Peoria and Glendale residents' line of sight and property values. His billboards were wrong for our communities then, and they are still wrong now.

I am working very hard to make sure that Mr. Becker is not successful, but I need your help. Please talk neighbors and let them know this threat is rearing its ugly head again. Also, let the Glendale City Council know you haven't changed your mind, and neither should they.

I will continue to work closely with Glendale Councilmember Lauren Tolmachoff. She has assured me the neighborhoods she represents adjacent to Peoria will in no way benefit from billboards, and that she will work to stop the new proposal.

I will keep you informed about this zoning case. I want to thank the Peoria and Glendale residents who have already spoken out against the proposed billboards and continue to do so through a neighborhood Facebook page called, "Neighbors Against Billboards." Their page can be found at www.facebook.com/neighborsagainstbillboards.

On April 2nd at 5pm, the Glendale Planning Commission will hold a work session to discuss the Scenic Corridor Policy relating to billboards. I encourage you to attend the meeting. Currently, the proposed corridor covers the area along Loop 101 between 51st Avenue and Union Hills Drive. We need to make our voices heard and encourage Glendale to extend the boundary to Bell Road.

Last year we delivered a strong message that Mr. Becker's proposed billboards don't belong in our neighborhood. With your help, we can do it again. Please do not remain silent on this issue. Let the Glendale City Council know that billboards don't belong in neighborhoods.

Sincerely,

Vice Mayor Jon Edwards

City of Peoria

VICE MAYOR JON EDWARDS
WILLOW DISTRICT

8401 West Monroe Street
Peoria, Arizona 85345
T 623.773.7306
F 623.773.7301
jon.edwards@peoriaaz.gov

Dear Neighbors and Residents of the City of Peoria Willow District,

As you can see from the attached letter, Becker Boards is attempting to persuade the City of Glendale, again, to change their billboard ordinance. This is the third attempt by Mark Becker of Becker Boards to erect 85-foot billboards on Bell Road, just west of the Loop 101. Residents in Glendale and Peoria have fought these boards two previous times and had their voices heard. The Glendale City Council rejected these boards. However, Glendale has many new City Council members, so it is more important this time to voice your concerns about having billboards placed in sight of Peoria and Glendale homes and neighborhoods.

Becker Boards is holding a community meeting for Glendale residents on Wednesday, March 18 at 6:30 p.m. at Arrowhead Elementary School, located at 7940 W. Union Hills Drive. In addition, Becker Boards is going to have a "demonstration" of their proposed boards on Friday, March 13 between 3:00 and 6:00 p.m. Becker is using a crane to attempt to show you that the boards will not interfere with your line of site. Will this be an accurate example of what the boards will really look like? I don't think so. I encourage you to participate in these meetings. Glendale representatives will be on hand for you to discuss proposal. You may also contact the City of Glendale Planning Department to voice your concerns. Send your emails to Thomas Ritz at tritz@glendaleaz.com.

Of course, if you have questions about these billboards you would like to ask me, please feel free to contact me at jon.edwards@peoriaaz.gov.

Sincerely,

Vice Mayor Jon Edwards,
Willow District

March 2, 2015

Re: Proposed Installation of Two 85 foot tall billboards (2 freeway oriented faces initially as digital) located along the West Side of the Loop 101 Freeway North of Bell

Dear Neighbor:

This letter is to inform you that we are applying to amend rezoning case ZON06-09 for the Palm Canyon Business Park Planned Area Development (PAD) within the City of Glendale. Palm Canyon Business Park is located at the northwest corner of Bell Road and the Loop 101 Freeway and in Glendale's Cholla City Council District. The proposed PAD amendment will permit the installation of two billboards along the property's Loop 101 frontage of which two of the freeway oriented faces will be digital and the other faces will be initially built as illuminated statics. The southern sign, located on the corner of Bell Road and the Loop 101 Freeway, would have two faces oriented toward the freeway (the southern face to be digital and the northern face to be initially built as an illuminated static) and one static face oriented toward the eastbound lanes of Bell Road. The northern sign would be located approximately 1,000 feet north of the southern property boundary (the northern face to be digital and the southern face to be initially built as an illuminated static). This northern sign would contain only two faces oriented toward the Loop 101 freeway and would not be oriented to the west. A site plan and illustrations are included with this letter for your reference.

We invite you to attend a neighborhood meeting at the time and location detailed below. At this meeting you can review additional exhibits of the proposed site plan and elevations of the signs and project. Representatives will be in attendance to answer your questions and discuss any concerns that you may have. The neighborhood meeting will be held at:

- Arrowhead Elementary School
- 7490 W. Union Hills Drive
- Glendale, AZ 85308
- March 18, 2015 at 6:30 p.m.

If you are unable to attend this meeting but wish to discuss the project you can contact me at 602-740-9145 or MBecker@BeckerBillboards.com or contact Thomas Ritz, City of Glendale Senior Planner, at (623) 930-2588 or tritz@glendaleaz.com .

P.S. On March 13, 2015, between approximately 3:00-6:00 p.m. a crane will be placed on the property at the approximate location and height of the future signs (one crane will be used- it will start at the northernmost billboard location for the first half of the time and then be moved to the southernmost billboard location for the second half of the time) for residents and interested citizens to view at their convenience.

Sincerely,

Mark Becker, Becker Boards Large

City of Peoria

COUNCILMEMBER JON EDWARDS
WILLOW DISTRICT

8401 West Monroe Street
Peoria, Arizona 85345
T 623.773.7306
F 623.773.7301
jon.edwards@peoriaaz.gov

March 26, 2015

Dear Neighbor:

Please join me in stopping billboard in neighborhoods. As you know, I strongly oppose the proposed installation of two 85-foot tall billboards on Loop 101, north of Bell Road.

Last October, thanks to your help, the Glendale City Council was convinced that the eyesore was a bad idea and voted against it. Several months later, they even voted against reconsidering the issue. Despite opposition from neighbors and the Glendale City Council, billboard operator Mark Becker is at it again. Mr. Becker is shopping his proposal to the Glendale City Council again, hoping they will change their minds. Mr. Becker's proposal affects both Peoria and Glendale residents' line of sight and property values. His billboards were wrong for our communities then, and they are still wrong now.

I am working very hard to make sure that Mr. Becker is not successful, but I need your help. Please talk neighbors and let them know this threat is rearing its ugly head again. Also, let the Glendale City Council know you haven't changed your mind, and neither should they.

I will continue to work closely with Glendale Councilmember Lauren Tolmachoff. She has assured me the neighborhoods she represents adjacent to Peoria will in no way benefit from billboards, and that she will work to stop the new proposal.

I will keep you informed about this zoning case. I want to thank the Peoria and Glendale residents who have already spoken out against the proposed billboards and continue to do so through a neighborhood Facebook page called, "Neighbors Against Billboards." Their page can be found at www.facebook.com/neighborsagainstbillboards.

On April 2nd at 5pm, the Glendale Planning Commission will hold a work session to discuss the Scenic Corridor Policy relating to billboards. I encourage you to attend the meeting. Currently, the proposed corridor covers the area along Loop 101 between 51st Avenue and Union Hills Drive. We need to make our voices heard and encourage Glendale to extend the boundary to Bell Road.

Last year we delivered a strong message that Mr. Becker's proposed billboards don't belong in our neighborhood. With your help, we can do it again. Please do not remain silent on this issue. Let the Glendale City Council know that billboards don't belong in neighborhoods.

Sincerely,

Vice Mayor Jon Edwards

Ritz, Thomas

From: Froke, Jon
Sent: Tuesday, April 07, 2015 8:30 AM
To: McAllen, Samuel
Cc: Perry, Tabitha; Ritz, Thomas; Figueroa, Diana
Subject: Peoria opposition to Becker Boards proposal
Attachments: NEWPeoria opposition_033015.pdf; Peoria photosimulation.pdf; Zon13-04_102813.pdf

FYI.

From: Chris Jacques [mailto:Chris.Jacques@peoriaaz.gov]
Sent: Monday, April 06, 2015 7:36 PM
To: Citymanager
Cc: Froke, Jon; Carl Swenson; Susan Daluddung; Jeff Tyne; Corina Russo
Subject: Peoria opposition to Becker Boards proposal

Mr. Bowers-

At the direction of the City Manager's Office, attached is a copy of a letter and exhibit provided to Mr. Froke relative to opposition by the City of Peoria to the recently re-filed Palm Canyon PAD Amendment case ("Becker Boards") to permit two (2) billboards at the NWC of Loop 101 and Bell Road. This position is consistent with past opposition on the prior case expressed formally by the Mayor and City Council through a Resolution.

The letter also references a separate initiative – Loop 101 scenic corridor – under consideration by the City of Glendale that may offer relief to this recurring application. This letter was forwarded to the Peoria City Council and is intended to be forwarded as well to the Glendale City Council. If you could assist in that endeavor, we would greatly appreciate it. Thank you for your attention to this matter.

Chris M. Jacques, AICP
Planning Director
Planning & Community Development Dept.
City of Peoria
9875 N. 85th Avenue
Peoria, AZ 85345
(623) 773-7609 – p
(623) 773-7233

City of Peoria

PLANNING AND COMMUNITY DEVELOPMENT

9875 North 85th Avenue
Peoria, Arizona 85345
MAIL 8401 West Monroe Street
T 623.773.7209
F 623.773.7233
planning@peoriaaz.gov

March 30, 2015

Glendale Planning Department
c/o Jon Froke, AICP, Planning Director
5850 West Glendale Avenue,
Suite 212
Glendale, Arizona 85301-2599

RE: Opposition to Palm Canyon PAD Amendment - billboards (Case ZON15-03)

Mr. Froke:

This letter pertains to the newly filed request by Becker Boards to amend the Palm Canyon PAD to permit two (2) eighty-five foot high billboards *and a potential nexus to the separately considered Loop 101 Scenic Corridor initiative*.

The Palm Canyon PAD application is a virtual retread of the same billboard proposal denied by Glendale City Council last year. While the proposal and facts on the ground remain nearly identical, this time the applicant has audaciously chosen to propose *digital* sign faces along with other faces equipped with the potential to go digital. This lone change to the application would only heighten the visual intrusiveness and impact to the quality of life for area residents. We believe this was further demonstrated by the crane demonstration conducted on-site by the applicant on March 13, 2015. Based on a photo taken within the Bell Park neighborhood, the City put together an informal line of sight utilizing the dimensional information provided in the application. That line-of-sight exhibit is attached for your review.

As you know, from the onset, the prior case provoked overwhelming opposition from constituents in both Glendale and Peoria, including the district councilmembers. Additionally, the City of Peoria Mayor and City Council took the extraordinary step of formally opposing the case as it recognized a clear impact on its neighborhoods. The case was thoroughly studied and considered by the Glendale staff and Planning Commission, wherein a recommendation of denial was issued. At a packed house, the City of Glendale Council upheld this recommendation with a decisive vote.

In our view, with a nearly identical application, the technical basis supporting the prior conclusion remains unchanged. As you may recall, the City of Peoria respectfully offered technical considerations in an October 28, 2013 letter submitted in opposition to that

case. We believe those points remain valid; accordingly, the aforementioned letter has been attached for reference as part of this record.

It is clear that neighborhood opposition remains stiff and resolute as observed at a recent March 18, 2015 neighborhood meeting. With nearly 100 people in attendance, not one attendee expressed support for the application. Moreover, the level of frustration among attendees was palpable in terms of the time and effort expended to once again voice opposition to an issue many had believed to be resolved. Further disheartening was Mr. Becker's expressed ambition to continue his drive to get these billboards approved, despite the continued objections of neighbors. Many attendees asked what is to stop Mr. Becker from continually refiling cases until he gets the answer he is seeking.

Perhaps the answer lies in the proposed Glendale Loop 101 Scenic Corridor as initiated by your Council. As we understand, this initiative seeks to protect the scenic qualities of the Loop 101 and existing residential neighborhoods from incompatible uses/structures, including static/digital billboards. We commend the City of Glendale in this pursuit.

However, we understand the current direction of the Scenic Corridor to include an amendment to the Arrowhead Ranch SAP and an underlying Zoning Text Amendment (ZTA) that would align with this corridor, including a half-mile stretch between 51st and 55th that is not part of this SAP. **As a result, the only segment that is not included in the ZTA is the one-mile segment between Bell Road and Union Hills – the corridor impacted by this recurring Becker Boards proposal**. Hence, we urge the City of Glendale to consider expanding the ZTA to include this corridor. This would effectively foreclose the billboard question at the Palm Canyon site and provide area residents with the certainty and protection they desire.

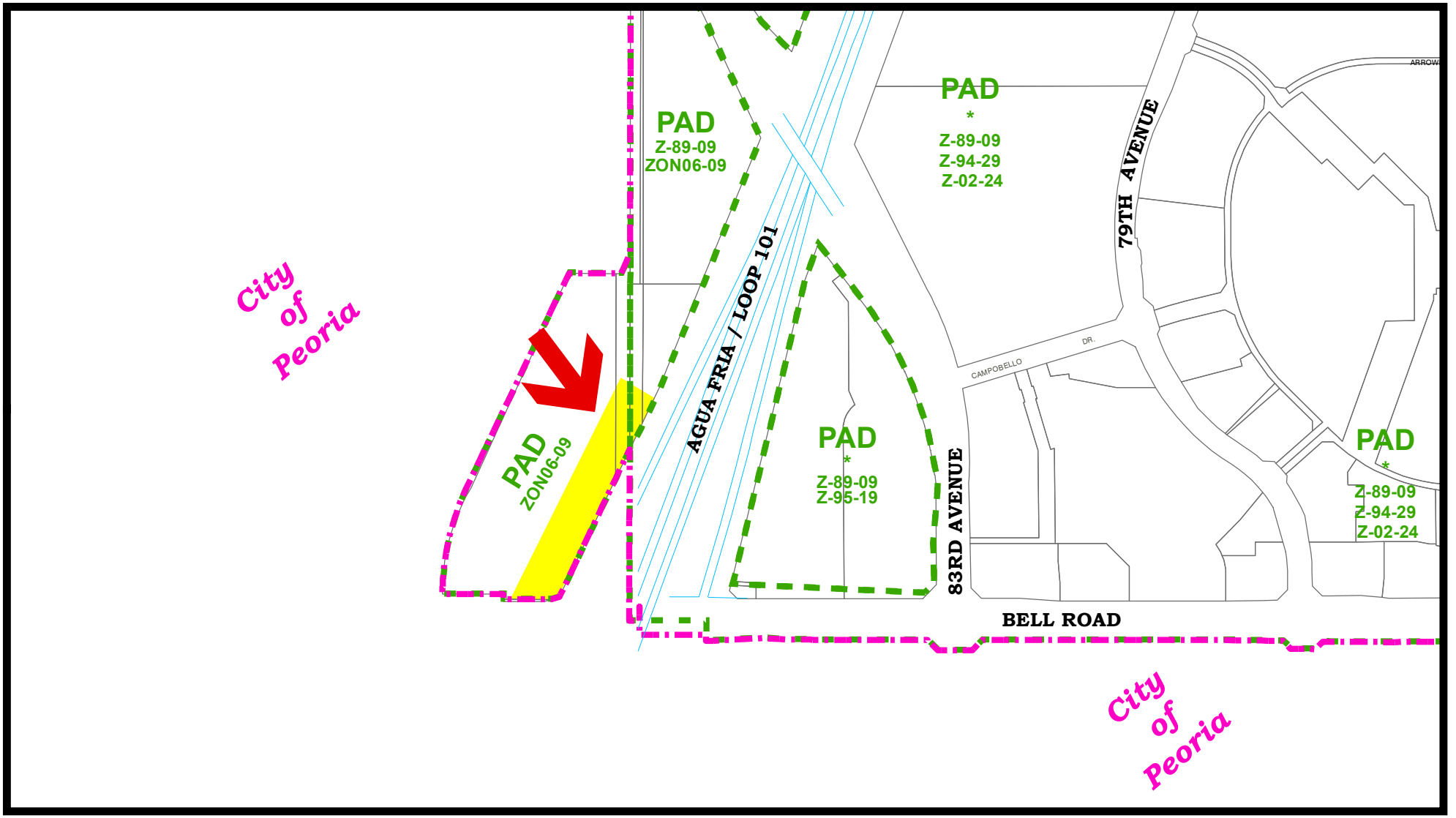
In closing, we appreciate the opportunity to comment on this proposal and look forward to the continuation of a productive dialogue between our communities on issues of mutual importance. As always, thank you for your assistance and your attention to this matter.

Sincerely,

Chris M. Jacques, AICP
Planning & Community Development Director

Cc: Honorable Mayor Carlat and City Council
Honorable Mayor Weiers and City Council
Glendale Planning Commission
Peoria Planning & Zoning Commission
Carl Swenson, Peoria City Manager
Dick Bowers, Glendale Acting City Manager
Susan J. Daluddung, Peoria Deputy City Manager
Jeff Tyne, Peoria Deputy City Manager
Bo Larsen, Peoria Public Information Director

Billboard location
New River
New River
New River Trail W
Billboard location



GLENDALE AZ

CASE NUMBER

ZON15-03

N

LOCATION

17750 N. 83RD AVENUE

REQUEST

REZONING FROM PLANNED AREA DEVELOPMENT (PAD) TO PLANNED AREA DEVELOPMENT AMENDED (PAD AMENDED) TO PERMIT THE PLACEMENT OF TWO DIGITAL BILLBOARDS 85' IN HEIGHT.

File #: 15-391, **Version:** 1

ADOPT FISCAL YEAR 2015-2016 PROPERTY TAX LEVY (ORDINANCE)
Staff Contact: Tom Duensing, Interim Assistant City Manager

Purpose and Recommended Action

This is a request for City Council to waive reading beyond the title and adopt an ordinance setting the primary property tax rate at $0.4898 per $100 of assessed valuation for FY15-16 and the secondary property tax rate at $1.7067 per $100 of assessed valuation for FY15-16. The total property tax rate will increase from $2.1501 to $2.1965.

Background

Arizona state law requires Council to set the property tax levy by the third Monday in August.

Arizona's property tax system consists of two tiers - Primary and Secondary. The primary property tax levy has state mandated maximum limits; however, it can be used by a city for any purpose. The primary property tax revenue is included in the General Fund's operating budget. The secondary property tax levy is not limited; however, it can be used only to retire the principal, interest, and related fees on voter authorized bonds used to finance the city's capital improvement plan.

Arizona Revised Statues (ARS) Section 42-17107 requires a Truth in Taxation public hearing if the proposed primary tax levy (total amount of revenue raised by the primary property tax rate), excluding amounts attributable to new construction, is greater than the amount levied by the city in the previous year. A Truth in Taxation hearing is required for FY15-16 as the City is proposing an increase in primary property taxes of $108,385 or 2%. Additionally, A public Truth in Taxation notice must be published in a newspaper of general circulation according to standards established in the state statutes. All Truth in Taxation requirements of A.R.S. 42-17107 have been met.

The primary property tax rate will increase from $0.4896 per $100 of assessed valuation for FY 2014-2015 (FY14-15) to $0.4898 of assessed valuation for FY15-16. The secondary property tax rate will increase from $1.6605 per $100 of assessed valuation for FY14-15 to $1.7067 per $100 of assessed valuation for FY15-16. The total property tax rate will increase from $2.1501 to $2.1965.

Prior to FY15-16, the secondary property tax levy was based upon the full cash value of Glendale properties. Due to the passage of Proposition 117, FY15-16 is the first fiscal year in which the secondary property tax levy is based on limited property value of Glendale properties which is the basis for the primary property tax levy. The proposed secondary property tax rate increases from $1.6605 to $1.7067 which would increase the total levy from $19,065,274 million to $19,268,783. This $203,509 increase represents the approximate values of new construction.

Previous Related Council Action

A June 9, 2015 public hearing was held on the proposed FY15-16 property tax levy and Truth in Taxation notice. At that same meeting, Council also conducted a public hearing on the final budget and convened a special meeting to adopt a resolution approving the FY15-16 final operating, capital, debt service, and contingency appropriation budget.

City Council reviewed the FY15-16 Tentative Budget and adopted a resolution formally approving the tentative operating, capital, debt service, and contingency appropriation budget at the May 26, 2015 voting meeting. At that time, Council also gave notice of the date for the June 9, 2015 Public Hearings on:

- The FY15-16 Final Budget
- The FY15-16 Property Tax Levy and Truth in Taxation notice, and
- The June 23, 2015 date for adoption of the FY15-16 Property Tax levy.

In compliance with State Budget Law, public notices regarding this information were published in the Glendale Star on May 28 and June 4, 2015. Truth in Taxation public notices were published in the Glendale Star on May 21, 2015 and The Arizona Republic on May 30, 2015.

On June 9, 2015 Council adopted the FY15-16 Final Budget and approved the FY15-16 Property Tax Levy and notice of the Truth in Taxation.

On May 26, 2015, Council adopted the FY15-16 Tentative Budget and gave notice for the Truth in Taxation and Final FY15-16 Budget Public Hearings. Adoption of the Tentative Budget set the maximum limits for expenditures.

On May 5, 2015, a Budget Workshop was held to discuss follow up items and receive policy guidance on outstanding budget issues.

On April 14, 2015 a Budget Workshop was held to present the Department's FY15-16 budget request.

On March 24, 2015, a Budget Workshop was held to present and review the city's 10-year Capital Improvement Plan. Employee compensation and benefit proposals were also presented. Council guidance was sought on various policy items relative to the FY15-16 budget development.

March 17, 2015, a Budget Workshop was held seeking policy direction on various items relative to FY15-16 budget development.

On February 3, 2015, a Budget Workshop was held reviewing various items including the budget calendar, process, legal requirements, major budget components, and future discussion items.

On December 16, 2014, a Council Workshop was held and the General Fund and Major Operating Funds Five-Year Financial Forecast was presented which initiated the FY15-16 budget process.

Community Benefit/Public Involvement

The community benefit of the City's budget process, policy direction, and budgetary decisions demonstrates sound financial decisions are made through a transparent and public process. Ultimate budgetary decisions align with the strategic direction of the City and provide the public with information on service provided and Council priorities.

Budget and Financial Impacts

It is estimated that the FY15-16 primary property tax rate will generate approximately $5.5 million and the FY15-16 secondary property tax rate will generate approximately $19.2 million, for a total of approximately $24.7 million.

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ORDINANCE NO. 2947 NEW SERIES

AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, LEVYING UPON THE ASSESSED VALUATION OF THE PROPERTY WITHIN THE CITY OF GLENDALE, SUBJECT TO TAXATION, A CERTAIN SUM UPON EACH HUNDRED DOLLARS ($100.00) OF VALUATION SUFFICIENT TO RAISE THE AMOUNT ESTIMATED TO BE REQUIRED IN THE ANNUAL BUDGET, LESS THE AMOUNT ESTIMATED TO BE RECEIVED FROM OTHER SOURCES OF REVENUE; PROVIDING FUNDS FOR VARIOUS BOND REDEMPTIONS; FOR THE PURPOSE OF PAYING INTEREST UPON BONDED INDEBTEDNESS AND PROVIDING FUNDS FOR GENERAL MUNICIPAL EXPENSES; ALL FOR THE FISCAL YEAR ENDING THE 30TH DAY OF JUNE, 2016; AND DECLARING AN EMERGENCY.

WHEREAS, by the provisions of state law, the ordinance levying taxes for Fiscal Year 2015-16 is required to be finally adopted no later than the first Monday in August; and

WHEREAS, the County of Maricopa is the assessing and collecting authority for the City of Glendale, and the Clerk is hereby directed to transmit a certified copy of the ordinance to the County Assessor and the Board of Supervisors of the County of Maricopa, Arizona.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF GLENDALE as follows:

SECTION 1. That there is hereby levied on each one hundred dollars ($100.00) of the assessed value of all property, both real and personal, within the corporate limits of the City of Glendale, except such property as may be by law exempt from taxation, a primary property tax rate, equal to $0.4898, estimated to raise the sum of five million five hundred twenty-nine thousand eight hundred eight-two dollars ($5,529,882) for the fiscal year ending on the 30th day of June, 2016. If such sum exceeds the maximum levy allowed by law, the Board of Supervisors of the County of Maricopa is hereby authorized to reduce the levy to the maximum amount allowed by law.

SECTION 2. That in addition to the rate set in Section 1 hereof, there is hereby levied on each one hundred dollars ($100.00) of assessed valuation of all property, both real and personal, within the corporate limits of Glendale, except such property as may be by law exempt from taxation, a secondary property tax rate, equal to $1.7067, estimated to raise the sum of nineteen million two hundred sixty-eight thousand seven hundred eighty-three dollars ($19,268,783) for the purpose of providing a bond interest and redemption fund for the City of Glendale for the fiscal year ending June 30, 2016.

Irregularity in assessments or omissions in the same, or any irregularity in any proceedings shall not invalidate such proceedings or invalidate any title conveyed by any tax deed; failure or neglect of any officer or officers to timely perform any of the duties assigned to him or to them shall not invalidate any proceedings of any deed or sale pursuant thereto, the validity of the assessment or levy of taxes or of the judgment of sale by which the collection of the same may be enforced shall not affect the lien of the City of Glendale upon such property for the delinquent taxes unpaid thereof; overcharge as to part of the taxes or of costs shall not invalidate any proceedings for the collection of taxes or the foreclosure of the lien therefor or a sale of the property under such foreclosure; and all acts of officers de facto shall be valid as if performed by officers dejure.

SECTION 3. Whereas the immediate operation of the provisions of this Ordinance is necessary for the preservation of the public peace, health, and safety of the City of Glendale, an emergency is hereby declared to exist, and this Ordinance shall be in full force and effect from and after its passage, adoption, and approval by the Mayor and Council of the City of Glendale, and it is hereby exempt from the referendum provisions of the Constitution and laws of the State of Arizona.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this _____ day of _____, 2015.

_____
M A Y O R

ATTEST:

_____
City Clerk (SEAL)

APPROVED AS TO FORM:

_____
City Attorney

REVIEWED BY:

_____
Acting City Manager
o_finance_property tax.doc

Legislation Description

File #: 15-479, **Version:** 1

LEASE AGREEMENT: BANK OF AMERICA PLAZA, SUITES 150, 200, 225, 300, 315/320, 325, 350 AND 360
Staff Contact: Jack Friedline, Director, Public Works

Purpose and Recommended Action

This is a request for City Council to waive reading beyond the title and adopt an ordinance authorizing the Acting City Manager to approve a five year lease agreement between the City of Glendale and the Arizona Department of Child Safety, an agency of the State of Arizona, for approximately 36,540 square feet (SF) of office space in the Bank of America Plaza building located at 5800 West Glenn Drive in Glendale. This request also authorizes the Acting City Manager, at the Acting City Manager's discretion, to renew the lease for one additional five year term, on the same terms and conditions contained in the initial lease. In addition, this request is seeking City Council approval for a budget appropriation transfer from General Fund Contingency to the Bank of America capital account in amount of $878,215.

Background

The City of Glendale has owned the Bank of America Plaza building since June 2000, the total amount of office space in the building is approximately 56,387 SF. If Council approves this lease agreement with the Arizona Department of Child Safety, the remaining vacant space available for lease will be approximately 2,510 SF (4%).

As part of the lease agreement, the city is required to provide tenant improvements in the estimated amount of $815,000. The Department of Child Safety is required to contribute $150,000 for the improvements.

In addition to the tenant improvements the City will be obligated to pay a Broker's commission in the amount of 5% of the five year total rental income (estimated $158,035). This amount will be paid per fiscal year (FY) as follows:

FY 2015-16 - $ 63,215 (first payment equals two years commission)
FY 2017-18 - $ 31,607
FY 2018-19 - $ 31,607
FY 2019-20 - $ 31,607

The lease is expected to generate a monthly rental income of approximately $52,678.50 with total of $3,160,710 during the first five years. The anticipated occupancy date is January 1, 2016. The lease agreement between the City of Glendale and the Arizona Department of Child Safety will be administered by MODE Real Estate Management Services, LLC.

Analysis

- Staff recommends approving the lease agreement with the Arizona Department of Child Safety.
- The Department of Child Safety has requested that the city sign the State's standard lease agreement in lieu of the city's standard lease agreement.
- The lease agreement was reviewed and approved by the City Attorney's Office.
- There will be no impact on any city departments, staff, or service levels.
- There will be costs incurred by the city as a result of this action.

Previous Related Council Action

On June 23, 2015, a contract with MODE Real Estate Management services is being presented for Council approval.

In November 2008, a contract was awarded to MODE Real Estate Management services. The contract was renewed through October 2014.

Community Benefit/Public Involvement

Fewer vacancies at the Bank of America Plaza building can indicate healthy local economy with employment opportunities and a good quality of life for the neighborhood.

Budget and Financial Impacts

The lease is expected to generate a monthly rental income of approximately $52,678.50 with total of $3,160,710 during the first five years. Upon renewal, the rate would be charged at current market price, for the full renewal term. Revenues from this lease will be deposited to the General Fund.

The payment by the Arizona Department of Child Safety in the amount of $150,000 for the share cost of the tenant improvements will be deposited in the revenue account 1000-01000-455800.

Staff is seeking City Council approval for FY 2015-16 budget appropriation transfer from General Fund, Contingency (1000-11901-510200) to the Bank of America Improvements capital account (1000-81072) in amount of $878,215 ($815,000 plus $63,215). This request is consistent with the Cash and Budget Appropriation Transfer Policy which states contingency budget appropriation transfers can be authorized by Council throughout the fiscal year.

Capital Expense? Yes

Budgeted? No

Requesting Budget or Appropriation Transfer? Yes

If yes, where will the transfer be taken from? General Fund, Contingency (1000-11901-510200)

ORDINANCE NO. 2948 NEW SERIES

AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE MAYOR AND/OR CITY MANAGER AND CITY CLERK TO EXECUTE AN OFFICE LEASE AGREEMENT WITH THE ARIZONA DEPARTMENT OF CHILD SAFETY, AN AGENCY OF THE STATE OF ARIZONA FOR OFFICE SPACE AT THE BANK OF AMERICA PLAZA.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF GLENDALE as follows:

WHEREAS, the City of Glendale owns an office building located at 5800 West Glenn Drive, Glendale, Arizona ("Bank of America building"); and

WHEREAS, the Arizona Department of Child Safety ("State") wishes to lease approximately 36,540 square feet of office space currently vacant in the Bank of America building; and

WHEREAS, in consideration for entering into a lease, the City is agreeing to provide certain tenant-requested improvements and the State is agreeing to pay $150,000 toward those tenant improvements and a base rental amount of $52,678.50 per month for a five year term; and

WHEREAS, if the State terminates the lease within the first 24 months of the five year leasehold, the State agrees to reimburse the City for those tenant improvements on a pro rata basis;

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF GLENDALE as follows:

SECTION 1. The Mayor and the City Council have hereby determined that entering into the Lease with the Arizona Department of Child Safety, an Agency of the State of Arizona, is in the public interest.

SECTION 2. The City Manager is hereby authorized and directed to execute the Lease with the Arizona Department of Child Safety, an Agency of the State of Arizona, and any documents necessary to effectuate the Lease, including, but not limited to, the Certification of Regulatory Compliance, the Subordination and Attornment Agreement, and the Estoppel Certificate, on behalf of the City of Glendale.

SECTION 3. The City Manager is also hereby authorized to renew the Lease with the Arizona Department of Child Safety, an Agency of the State of Arizona, for one additional five year term, on the same terms and conditions as contained in the initial Lease, at the conclusion of the initial lease term.

SECTION 4. The City Clerk is hereby accordingly instructed and authorized to forward a certified copy of this ordinance and the duly executed Lease to the Maricopa County Recorder's Office for recording. A copy of said Lease and any documents necessary to effectuate the Lease shall also be placed on file in the office of the City Clerk.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this _____ day of _____, 2015.

_____
M A Y O R

ATTEST:

_____
City Clerk (SEAL)

APPROVED AS TO FORM:

_____
City Attorney

REVIEWED BY:

_____
Acting City Manager

LEASE

LESSOR: City Of Glendale
an Arizona Municipal Corporation
5850 West Glendale Avenue, #315
Glendale, Arizona 85301

LESSEE: ARIZONA DEPARTMENT OF CHILD SAFETY
an Agency of the State of Arizona
3003 N Central Avenue, Suite #2100
Phoenix, Arizona 85012

THIS LEASE prepared this 15th day of June, 2015, by and between City of Glendale, an Arizona Municipal Corporation, hereinafter called Lessor, and the ARIZONA DEPARTMENT OF CHILD SAFETY, an Agency of the State of Arizona, or its successor, hereinafter called Lessee.

W I T N E S S E T H:

LESSOR hereby leases to Lessee and Lessee hereby leases from Lessor those premises (hereinafter called "premises") consisting of:

Approximately 36,540 square feet of office space located at

5800 West Glenn Drive, Suites 150, 200, 225, 300, 315-320, 325, 350 and 360, Glendale, Arizona 85301.

01. TERM

The term of this Lease is for five (5) years (or until sooner terminated as herein provided) commencing on January 1, 2016 and expiring December 31, 2020.

In the event of the inability of Lessor to deliver possession of the premises at the commencement of the Lease Term, Lessor shall reimburse Lessee for any increase in expenses incurred in excess of the expenses Lessee would have paid, had Lessor delivered the premises to Lessee by the lease term commencement date. Lessee shall provide Lessor with documentation for all increased expenses incurred not to exceed the sum of SEVENTEEN THOUSAND ONE HUNDRED DOLLARS AND ZERO CENTS ($17,100) per month. Lessee shall not be liable for any rent until such time as Lessor delivers possession of the premises to Lessee. Rental shall begin on the date that Lessee takes possession of the premises. If the Lessee takes possession on other than the first day of a calendar month, rental for the remainder of that month shall be paid by Lessee on a pro rata basis.

02. RENT

Lessee agrees to pay as base rental, at such a place as may be designated from time to time by Lessor, the sum of FIFTY-TWO THOUSAND SIX HUNDRED SEVENTY-EIGHT DOLLARS AND FIFTY CENTS ($52,678.50) PER MONTH, which includes all applicable rental occupancy taxes pursuant to Arizona Revised Statutes, Section 42-6001 et seq.

Said payment shall be initiated at the end of each month and shall be mailed to the address stated in Paragraph 22 of this Lease.

Any partial month shall be prorated for that portion of the month Lessee occupies said premises.

03. TERMINATION

In the event the Lessee is directed by the Arizona Department of Administration to move into an existing State owned or leased facility, including, but not limited to, any newly purchased, constructed or wholly leased facility, during the term or renewal of this Lease, Lessee may terminate this Lease upon sixty (60) days prior written notice to Lessor. In this event Lessee will be responsible for all obligations to Lessor incurred prior to the termination date specified in the notice.

In the event no funds or insufficient funds are available or allocated to Lessee for any payment that may be due under this Lease, including no funds or insufficient funds resulting from an act of the Legislature, for any portion of the term or renewal of this Lease, Lessee will be without further obligation under this Lease and will remove its personnel and property from the premises by the end of the period for which funds are available. Lessee will advise Lessor at any time it appears that there may be insufficient funds to fully pay its Lease payments. No liability shall accrue to the Lessee or any other agency of the State of Arizona in the event the provision of this paragraph is exercised, and neither the Lessee nor any other agency of the State of Arizona shall be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

Notwithstanding any other provision or language in this Agreement to the contrary, and so long as Tenant is not in default for any other reason under this Lease, Tenant shall have the right to terminate the Lease, in Tenant's sole discretion, and with no penalty, at the end of the 24th lease-month by providing the Landlord with sixty (60) days advance written notice.

Tenant may terminate the lease prior to the 24th month, only if Tenant shall pay a termination fee equal to the prorated cost of the construction of tenant improvements, engineering and architectural fees, contract administration fees, and other related costs based on a twenty-four (24) month schedule. The termination fee shall be due on the effective date of the termination. This provision shall be subject to legislative funding, and nothing in this provision shall bind the State to expenditures in excess of funds authorized and appropriated for the purposes outlined in this provision. The lessee, however, agrees to seek legislative funds in good faith and agrees to have them satisfy this obligation if they are so appropriated.

04. REPAIRS

Lessor shall promptly make all repairs and replacements to the premises, including all common areas and parking areas, which include, but are not limited to, all structural systems, roofs, lighting fixture ballasts, light bulbs and tubes, exterior and interior walls, heating, plumbing, air conditioning, ventilation system filters, doors, windows, ceiling systems, corridors, any generators and uninterrupted power supply (UPS) used for building power, employee access systems, automatic door openers and surrounding grounds, including landscaping. Any repairs that adversely affect the Lessee's business operations shall be performed outside the core business hours specified in Paragraph 18, of this lease, unless approved by Lessee. Scheduling of such repairs shall have the prior approval of the Lessee. Lessor shall not be responsible for damage caused by the negligence of Lessee, its employees, contractors or clients.

05. UTILITY CHARGES

Lessor agrees to furnish and pay for, at no cost to the Lessee during the term, water, gas, electricity, sewer and waste removal services, consumed on said premises occupied by the said Lessee except for telephone service. Lessor agrees to furnish fuel, pest control, parking lot sweeping, snow and ice removal, fire extinguishers, fire suppression systems certification and services. However, Lessor shall

not be liable to Lessee for any stoppage or interruption of such services and utilities, due to causes beyond control of the Lessor.

06. JANITORIAL

Lessor agrees to provide and pay for five (5) days per week janitorial service, including all supplies and materials and shall be performed to comply with the requirements listed in Schedule B, Janitorial Requirements. Janitorial services will comply with Lessee's janitorial requirements attached as Schedule B.

Lessee is required to participate in the State-recycling program and will identify certain of its workstation waste containers as for recyclable paper. Lessor shall collect the paper from these containers and place it in the centralized containers provided by Lessee for that purpose. Lessor shall allow the State's paper recycling program contractor access to the building at times convenient to the contractor for purposes of removing the accumulated recyclable paper.

07. IMPROVEMENTS AND ALTERATIONS

Lessor shall construct and install those items as provided in the plans and specifications attached as Schedule A. Prior to construction, Lessor shall deliver to the Lessee certification in writing as attached as Exhibit 1, Certification of Regulatory Compliance and Lessee shall sign off on all construction plans and specifications and no changes shall be made without written consent of the Lessee and Lessor.

Lessee shall contribute ONE HUNDRED FIFTY THOUSAND DOLLARS AND ZERO CENTS ($150,000.00) towards the "Turn-Key" build out within 30 days of the lease being fully executed. Any amount below EIGHT HUNDRED FIFTEEN THOUSAND DOLLARS AND ZERO CENTS ($815,000.00) for the cost of construction, engineering and architectural fees, contract administration and any other related costs shall be credited back to the Tenant in the form of rental abatement at the beginning of the lease term.

Lessee shall not make any alterations, additions or improvements without the prior written consent of Lessor. Lessor's consent will not be unreasonably withheld. Any such alterations, additions or improvements (except moveable furniture and trade fixtures) shall at once become a part of the realty and belong to Lessor, with Lessor assuming responsibility for repair and maintenance.

08. OFFSET

In the event the Lessor fails to maintain the premises in a clean, orderly and safe condition; fails to provide repairs, maintenance or services as required in Paragraph 4; fails to pay for utility charges required in Paragraph 5; fails to provide Janitorial services required in Paragraph 6; fails to complete improvements, by the substantial completion date or fails to obtain a Certificate of Occupancy as stated in Schedule A, or fails to provide improvements or alterations required in Paragraph 7, then Lessee may make written demand upon the Lessor to provide such repairs, maintenance, service, improvements or alterations. If the repairs, maintenance, service, improvements, utility services, alterations or other obligations are not provided within ten (10) calendar days after written demand has been made to the Lessor by the Lessee, then the Lessee may obtain the same and deduct the cost from any rental payment due after such repairs, service, improvements, alterations, maintenance or other obligation has been so obtained.

09. USE OF PREMISES

The premises described above are leased to Lessee for the sole purpose of providing services of the Department of Child Safety. Lessee agrees to comply with all applicable laws, ordinances, regulations and building codes, now or hereafter in force in connection with its use of the leased premises. Lessee shall not commit or suffer the commission of any waste, overload any floor of the premises beyond the load limit established by Lessor or knowingly permit any explosives to enter the building. Lessor or Lessor's tenants shall not interfere with Lessee's right to quiet enjoyment throughout the term of this lease. Lessee shall not interfere with Lessor's tenants' right to quiet enjoyment throughout the term of the lease.

10. PARKING

The Lessor shall provide one hundred seventy-five (175) parking spaces of which thirty-five (35) parking spaces will be covered and reserved for the Lessee throughout the term of this lease or any renewal and the cost being included in the base rent.

In the event Lessor commences renovations and expansion involving the parking, Lessor shall provide comparable temporary parking spaces to be approved by Lessee.

Should a parking structure be erected on the existing parking lot, Lessor shall provide parking in the proposed structure upon completion of same with no increase in base rent during the term of this Lease.

11. RENEWAL

It is mutually agreed, this Lease may be renewed for an additional five (5) year term. Terms and conditions to be negotiated at the time of renewal. Lessee must give a minimum of ninety (90) days written notice of its intent to renew this Lease. The effective date of renewal shall be January 1, 2021.

12. COMPLIANCE WITH THE LAW

The Lessor shall promptly execute and comply with all statutes, rules, orders, building codes, fire codes, ordinances, requirements and regulations of the City, County, State and Federal governments, including O.S.H.A., the Americans With Disabilities Act of 1990 (42 USC Sec. 12101 through 12213 and 47 USC Sections 225, 611), Arizonans With Disabilities Act of 1992 (ARS Sec. 41-1492 et seq.) and their underlying regulations and rules, which are applicable to the premises. Nothing herein contained shall be construed to restrict the Lessor from contesting the validity of any such regulations, rules or ordinance, provided the Lessor indemnifies the Lessee to its reasonable satisfaction against the consequences of non-compliance during the period of dispute.

In order to comply with the law when requesting that a person carrying a deadly weapon remove the weapon, a public establishment owned, leased or operated by the state must provide temporary and secure storage. A weapons storage locker and two keys will be provided by Lessor and installed by Lessor in a location designated by Lessee. Lessee shall be responsible for providing access to the container to persons requiring its use.

13. EMINENT DOMAIN

In the event the building, the land on which it is located or any portion of the leased premises is taken under, or a conveyance is made under the threat of condemnation proceedings, Lessee will be entitled to recover the value of its leasehold including all moveable furniture and trade fixtures.

14. ASSIGNMENT AND SUBLEASE

Lessee shall not assign, transfer, mortgage or encumber this Lease nor sublet the leased premises or any portion thereof without the prior written consent of Lessor, said consent shall not be unreasonably withheld, and any such act shall constitute a breach of this Lease. Consent to an assignment, subletting, occupation or use by other persons shall not release Lessee from any of Lessee's obligations or be deemed to be a consent to any subsequent assignment, subletting, occupation or use.

15. DESTRUCTION OF THE PREMISES

A. In the event the premises are totally destroyed, this Lease shall terminate.

B. In the event the premises are partially destroyed, Lessor, with reasonable promptness and dispatch, shall repair and rebuild the same within one hundred eighty (180) calendar days. Lessee shall pay rent, if the remaining premises are tenantable, during such period of repair or rebuilding in the proportion of tenantable premises occupied by Lessee. In case the remaining premises, following a partial destruction, are untenantable by Lessee, Lessee shall have the option to cease occupancy and all rent payments until the premises are tenantable or terminate the Lease.

C. The word "tenantable" shall mean useable for the purpose of performing the duties and services provided by Lessee.

16. SUBORDINATION AND ATTORNMENT

This Lease is junior, subject and subordinate to all mortgages, deeds of trust, and other security instruments of any kind now covering the property of which the leased premises are a part, or portion thereof. Lessor reserves the right to place liens or encumbrances on said property or any part thereof or interest therein superior in lien and effect to this Lease. This Lease, at the option of Lessor, shall be subject and subordinate to any and all such liens or encumbrances now or imposed by Lessor without the necessity of the execution and delivery of any further instruments on the part of the Lessee to achieve such subordination. Notwithstanding the foregoing, Lessee covenants and agrees to execute and deliver upon demand the instrument, attached as Exhibit 2, evidencing such subordination of this Lease.

In the event of the foreclosure of any mortgage, deed of trust or other lien, Lessee will attorn to the owner who acquires title to the property and will recognize such owner as Lessor under this lease. Lessee hereby waives any rights to terminate this lease because of the foreclosure of any such mortgage, deed of trust or other security instrument provided that neither Lessor nor the new owner is in default of any provision of this Lease.

17. SALE BY LESSOR

In the event of a sale or conveyance by Lessor of the building containing the premises, the same shall operate to release Lessor as of the date from any and all future liability under this Lease. The Lease shall not be affected by any such sale, and Lessee agrees to attorn to the purchaser of the building.

18. ENVIRONMENTAL CONTROL

The Lessor shall maintain adequate heating, ventilation, cooling and lighting equipment in operation to maintain the following environmental conditions within the leased space, during Core Business Hours and Days. Core business days shall be Monday through Friday with the core business hours of 7 am to 6 pm and Saturday the core business hours of 8 am to 1 pm and 24 hours per day, 7 days per week within the Communication Equipment rooms. Excluding the Communication Equipment rooms, utilities for Lessee's usage, outside of core business hours, will be charged at a rate not to exceed $25 per hour/per floor.

Temperature in winter - 70°F - 75°F
Temperature in summer - 74°F - 78°F

The air handling system shall provide outdoor air introduction at a rate of fifteen (15) to twenty (20) cubic feet per minute, at all times the work area is occupied. The system shall be operated and maintained consistent with the American Society of Heating, Refrigeration and Air Conditioning Engineers (ASHRAE) Standard 62-1989, "Ventilation for Acceptable Air Quality".

Lighting on all workstations – 50' foot candles maintained at desk height.

For the purpose of this clause summer is defined as the months April through October, inclusive and winter is defined as the months November through March, inclusive. Lessor shall replace ventilation system filters quarterly with air filtration devices rated with an 85% efficiency rating.

All air conditioning systems shall be serviced regularly per manufacturer specifications and Lessor service agreement with a licensed air conditioning contractor.

19. SELF INSURANCE BY LESSEE

Lessor and Lessee acknowledge that Lessee is self-insured and shall provide Lessor with a certificate of self-insurance providing the maintenance of One Million Dollars ($1,000,000) of general liability coverage. This self-insurance protects the Lessee only.

20. ATTORNEY'S FEES

In the event of any legal action or proceeding brought by either party against the other arising out of this Lease, the prevailing party shall be entitled to recover costs and reasonable attorney's fees, as determined by the court, not the jury, based on the prevailing hourly wage for attorneys in Phoenix, Arizona, and such other matters deemed relevant by the court, and such amount shall be included in any judgment rendered in such proceedings.

21. WAIVER

No waiver by Lessor of any provision of this Lease or of any breach by Lessee shall be deemed to be a waiver of any other provision hereof, or of any subsequent breach by Lessee of the same or any other provision. Lessor's consent to or approval of any act by Lessee requiring Lessor's consent to or approval shall not be deemed to render unnecessary the obtaining of Lessor's consent to or approval of any subsequent act of Lessee.

22. NOTICES

All notices to be given by one party to the other shall be in writing and sent by electronic mail (e-mail), certified mail or hand delivered to each as follows:

LESSOR:	City of Glendale 5850 West Glendale Avenue, #315 Glendale, Arizona 85301 Attn: Property Manager
With a copy:	MODE Real Estate Management Services, LLC 4414 N. Civic Center Plaza, #100 Scottsdale, Arizona 85251 Attn: Patty Hartley
LESSEE:	ARIZONA DEPARTMENT OF CHILD SAFETY OFFICE OF REAL ESTATE 3003 N. Central Avenue, Suite #2100 Phoenix, Arizona 85012

23. TIME

Time is of the essence of this Lease and each and all of its provisions.

24. DEFINED TERMS AND MARGINAL HEADINGS

The word "Lessor" and "Lessee" as used herein shall include the plural as well as the singular. The marginal headings and titles to the articles of this Lease are not a part of this Lease and shall have no effect upon the construction or interpretation of any part of the Lease.

25. HOLD OVER

Should Lessee hold possession after expiration of the lease term or any renewal thereof, Lessee shall become a Lessee on a month-to-month basis upon the same terms and conditions of said Lease.

Either Lessor or Lessee shall have the right to terminate any holdover tenancy with thirty (30) calendar days written notice to the Lessee or Lessor's last known address without incurring any penalty or damages.

26. ESTOPPEL CERTIFICATE

Lessee from time to time shall, upon not less than ten (10) business days prior written request by Lessor, deliver to Lessor a statement in writing, as attached as Exhibit 3, certifying: (1) that this Lease is unmodified and in full force and effect or if there have been modifications, that this Lease as modified is in full force and effect; (2) the dates to which rent and other charges have been paid, and (3) that Lessor is not in default under any provisions of this Lease, or if in default, a detailed description of such default.

27. AGREEMENTS IN WRITING

All negotiations, considerations, representations, and understandings between the parties are incorporated and expressly stated and may be modified and altered only by agreement in writing between the parties.

28. PROHIBITION OF DISCRIMINATION

The Lessor agrees to comply with State of Arizona Executive Order No. 2009-09, "PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS, NONDISCRIMINATION IN EMPLOYMENT BY GOVERNMENT CONTRACTORS AND SUBCONTRACTORS".

Except with the express authorization of Congress, the Lessor, its employees or agents shall not utilize any Federal funds under the terms of this contract to solicit or influence, or attempt to solicit or influence, directly or indirectly, any member of Congress regarding pending or prospective legislation.

29. LIENS

The Lessee shall keep the premises free from any liens arising out of any work performed, materials furnished or obligations incurred by Lessee. In the event that Lessee shall not, within ten (10) days following the imposition of any such lien, cause the same to be released of record by payment or posting of a proper bond, Lessor shall have, in addition to all other remedies provided by law, the right to cause the same to be released by such means as Lessor shall deem proper, including the payment of the claim giving rise to such lien.

All such sums paid by Lessor and all expenses incurred by Lessor shall be considered additional rent and shall be payable by Lessee on demand with interest at the maximum rate per annum chargeable under the laws of the State of Arizona.

30. INSPECTION AND AUDIT

In accordance with Arizona Revised Statutes, Section 35-214, all books, accounts, reports, files and other records relating to this Lease shall be subject at all reasonable times to inspection and audit by the Lessee, its agents, or employees at the Lessor's office or at the Lessee's offices designated in Paragraph 22 at any time during the terms of the Lease and for five years after termination.

31. ARBITRATION

The parties agree to use arbitration as required by ARS Section 12-1518.B.

32. RIGHT OF RECOVERY

The parties to the Lease mutually agree to waive all rights of recovery each against the other for damage to the property of either caused by fire, lightning, or the perils insured under the Standard Extended Coverage Endorsement in use in the State of Arizona.

33. AMENDMENTS OR MODIFICATIONS

An authorized representative of either party may initiate any non-material alteration that affects the provisions of this Lease, by written notice to the other party and an amendment to the Lease shall not be necessary. Non-material alterations that do not require a written amendment are as follows:

A. Change in the address or telephone number of the Lessor or Lessee;

B. Change in authorized signatory;

C. Change in the name and/or address of the person to whom notices are to be sent;

D. Change of leased property address, due to postal reconfiguration; and/or

E. Change in property management.

34. ASSIGNMENT OF OVERCHARGES

The parties recognize that in actual economic practice, overcharges resulting from anti-trust violations are in fact borne by the purchaser. Therefore, Lessor hereby assigns to Lessee any and all claims for such overcharges.

35. CONFLICT OF INTEREST

All parties hereby are put on notice that this agreement is subject to cancellation pursuant to Arizona Revised Statutes, Section 38-511, the provisions of which are incorporated herein.

END OF TEXT

IN WITNESS, the parties have executed this instrument by proper persons duly authorized so to do the day and year first above written.

LESSOR: FOR AND ON BEHALF OF
City of Glendale
an Arizona Municipal Corporation

By: _____

Position: _____

Date: _____

LESSEE: FOR AND ON BEHALF OF THE ARIZONA DEPARTMENT OF CHILD SAFETY

By: _____
DEPUTY DIRECTOR

Date: 6/15/15

APPROVED

By: _____
MANAGER,
OFFICE OF REAL ESTATE

Date: 6-15-15

ARIZONA ATTORNEY GENERAL'S OFFICE

By: _____
ASSISTANT ATTORNEY GENERAL

Date: _____

Approved Pursuant to ARS Section 41-792

By: _____
DIRECTOR,
DEPARTMENT OF ADMINISTRATION

Date: _____

EXHIBIT 1

CERTIFICATION OF REGULATORY COMPLIANCE

To protect the safety and health of Department of Child Safety (Lessee) employees and clients, the Lessors, their Vendors and Contractors are required to be knowledgeable and adhere to all existing regulations related to environmental quality and occupant safety for the entire lease term.

Documentation is required to support compliance with these regulations throughout any alteration/addition/improvement process. Lessee reserves the right to review and retain copies of any and all documentation that supports this compliance effort and to ask for additional documentation it deems necessary.

Examples of typical documentation required although not limited to the following would be:

1. Asbestos Inspection
2. Indoor Air Quality Survey
3. Lead Containing Paint Survey
4. Abatement Project Completion Documentation

The Lessor certifies that all regulatory requirements have been met and that appropriate documentation substantiating said compliance has been provided. In addition, the Lessor certifies that it shall provide supplemental information to Lessee at such time as Lessor is required to discharge future regulatory duties.

LESSOR: _____

DATE: _____

EXHIBIT 2

SUBORDINATION AND ATTORNMENT AGREEMENT

The undersigned hereby certifies to you and agrees as follows:

1. The undersigned is the Lessee under a lease dated for premises located at , , Arizona , as amended by the following amendments (the Lease):

   .

   If no amendments are listed, the undersigned certifies that the Lease has not been amended.

2. This Lease is junior, subject and subordinate to all mortgages, deeds of trust, and other security instruments of any kind now covering the property of which the leased premises are a part, or portion thereof. Lessee recognizes the Lessor has the right to place liens or encumbrances on said property or any part thereof or interest therein superior in lien and effect to this Lease. This Lease, at the option of the Lessor, shall be subject and subordinate to any and all such liens or encumbrances now or hereafter imposed by Lessor without the necessity of the execution and delivery of any further instruments on the part of the Lessee to effectuate such subordination.

3. In the event of the foreclosure of any mortgage, deed of trust or other lien, Lessee will attorn to the owner who acquires title to the property and will recognize such owner as Lessor under this Lease. Lessee hereby waives any rights to terminate this Lease because of the foreclosure of any such mortgage, deed of trust or other security instrument provided that neither Lessor nor the new owner is in default of any provision of this Lease.

4. In the event of a sale or conveyance by Lessor of the building containing the premises, the same shall operate to release Lessor as of the date from any and all future liability under this Lease. The Lease shall not be affected by any such sale, and Lessee agrees to attorn to the purchaser of the building.

LESSEE: FOR AND ON BEHALF OF THE ARIZONA DEPARTMENT OF CHILD SAFETY

By: _____
Manager – Office of Real Estate

Date: _____

EXHIBIT 3

ESTOPPEL CERTIFICATE

The undersigned hereby certifies to you and agrees as follows:

1. The undersigned is the tenant under a Lease dated _____ for premises located at _____, _____, Arizona _____, as amended by the following amendments (the Lease): _____.

   If no amendments are listed, the undersigned certifies that the Lease has not been amended.

2. The Lease is in full force and effect and has not been amended, modified, supplemented or superseded (except as specifically stated above), and together herewith constitutes the entire agreement between the undersigned and the Lessor with respect to the Premises.

3. Neither the undersigned nor the Lessor is in default under the Lease, unless so noted herein.

4. Rent and other charges due under the term of the Lease have been paid through _____.

LESSEE: FOR AND ON BEHALF OF THE ARIZONA DEPARTMENT OF CHILD SAFETY

By: _____
Manager – Office of Real Estate

Date: _____

SCHEDULE A

TENANT IMPROVEMENT REQUIREMENTS

Lessee's minimum requirements for office space at 5800 West Glenn Drive, Suites 150, 200, 225, 300, 315-320, 325, 350 and 360, Glendale, Arizona 85301 as outlined in these requirements, along with those items on the floor plan provided by Lessee and attached. Improvements are to be completed by Lessor and substantially completed by December 14, 2015, with a Certificate of Occupancy issued by January 1, 2016. Any reference to a particular product or brand name is defined as that product or equivalent. All electrical products shall be Energy Star rated.

I. Exterior Requirements

A. Exterior sign(s) designated by Lessee – **Lessor to Provide**

B. Exterior perimeter building and parking area lighting for security with unbreakable lens and controlled by timer or photo electric cell – **As Existing**

C. Roof over entrance(s) – **As Existing**

II. Parking – Site Layout

A. ADA Accessible Parking

1. Parking at or near entrance(s) designated by Lessor – **As Existing**

2. Ramps (meeting ADA requirement(s) at entrance(s) for access to parking lot areas, as required – **As Existing**

3. Provide universal ADA accessible spaces – **As Existing**

III. Thermal Considerations

A. Insulation

1. Roof R-30 Fiberglas batt – **As Existing**

2. Wall R-19 Fiberglas batt – **As Existing**

IV. H.V.A.C.

A. Package unit (with gas pack, if available) sufficient to maintain entire facility, in accordance with Paragraph 18 of this Lease – **As Existing**

B. Temperature control override required on Full Service leases, for use outside of core business hours – **Lessor to Provide**

C. Install and maintain an energy management system or programmable thermostats to have secure access or tamper proof covers with locking device and shall be located in a separate secure area with remote sensors located in return air ductwork – **Lessor to Provide**

V. Finishes

A. Suspended acoustical ceiling (10' maximum) throughout, except in building mechanical equipment rooms – **Lessor to Provide**

B. Sound dampening material in all hard walls (restrooms, offices, lounge, conference rooms, etc.) – **Lessor to Provide**

C. Floor coverings (color selected and sample approved by Lessee) – **Lessor to Provide**

1. General work area carpet tile,
   a. Carpet shall have a wear and soil warrantee for a minimum term of lease
   b. Product must be running line with minimums no greater than 1 carton
   c. Color selection must be multicolored and patterned, containing a minimum of 4 distinct differing color threads for soil hiding purposes. Pattern must have a distinguishable random pattern considered medium to large scale.
   d. Product must be dye-lot independent, meaning multiple dye-lots can be used in a single installation or replacement
   e. Carpet width to be either 18"x18" or 24"x24" square carpet tiles
   f. Construction to be tufted, dense multicolored, level patterned loop pile
   g. Minimum carpet density 7,500 oz/yd^3 (ounces per cubic yard)
   h. Minimum of 108 stitches(tufts) per square inch of carpet
   i. Minimum carpet weight of 18 oz/yd^2 (ounces per square yard)
   j. Fiber Content: 100% premium branded nylon, type 6 or 6.6 with minimum 80% solution dyed; recycled content in yarn is preferable
   k. Protective Treatment: must have stain, soil and antistatic treatments and must pass AATCC 174 anti-microbial test
   l. Secondary backing
      1) closed cell Thermoplastic construction
      2) PVC free with recycled content preferred
      3) Lifetime warranty for overall dimensional stability; covering edge ravel, de-lamination, zippering, cupping and curling
      4) Backing must be installable and backed by the manufacturer to perform at up to 5 lbs. of moisture reading from a cement slab utilizing the calcium chloride method of testing
   m. Appearance retention – must score 3.3 or higher on ASTM D5252 Hexapod Test 12,000 cycles
   n. Carpet tile installation method must be recommended by manufacturer to install via Random Method; product must not be limited to Ashler, Monolithic or quarter-turn installation
   o. Must be Class I flammability rated
   p. Must be C.R.I. Green Label Plus Certified
   q. 4 1/2" hemmed, minimum 26 oz. carpet base should be a solid coordinating broadloom for 4 1/2" cove base that matches carpet tile submittal, with action back, color to be selected by Lessee

2. Provide walk-off mat, inserted into carpet tile, at each exterior entrance – **Lessor to Provide**
   a. must be a course, dense, heavily constructed product designed to accumulate the soil and other contaminants commonly brought in from outside traffic
   b. carpet density must be a minimum of 9,000 oz/yd^3 (ounces per cubic yard)
   c. carpet weight must be a minimum of 40 oz/yd^2 (ounces per square yard)

3. Lobby, restrooms and employee lounge – medical grade sheet vinyl with integral flash cove, with cap, extending 4", supported by a minimum radius ¾" cove stick – **Lessor to Provide**

4. Janitor closet, equipment room(s) and storage room(s) – VCT with 4" cove base with toe in – **Lessor to Provide**

5. 4" ceramic tile base in ceramic tile areas – **Lessor to provide**

D. Plastic corner molding on all high traffic areas attached with screws – **Lessor to Provide**

E. Chair rail (1" x 6") in lobby – hardwood, stained and varnished – **Lessor to Provide**

F. Paint (base and accent color's selected by Lessee) – **Lessor to Provide**

1. Semi gloss latex enamel

2. Scuffmaster or equivalent in lobby and restrooms

3. Lessor shall touch-up paint the interior premises every 2 years

G. Counters – radius corners – **Lessor to Provide**

H. Shatter-proof glass (minimum of one-half inch thickness) installed at all reception counter(s) with stainless steel deal trays, as designated and approved by Lessee, installed in counter(s) at each workstation identified by the Lessee – **Lessor to Provide**

VI. Doors

A. Interior

1. Restrooms – solid core 3'0" x 6'8" with pre-finished steel door frames and lever action (privacy locking hardware on all unisex restrooms) – **Lessor to Provide**

2. Other doors – solid core 3'0" x 6'8" with pre-finished steel door frames and side lights, along with lever action master system keyed lock sets – **Lessor to Provide**

3. Concave wall stops – **Lessor to Provide**

B. Exterior

1. Entrance(s) – 3'0" x 6'8", glass with metal frame and electric automated ADA accessible opener, as approved by Lessee – **Lessor to Provide**

2. Rear – 3'0" x 6'8", steel composition with metal frame – **Lessor to Provide**

3. Panic hardware on all designated emergency exits – **Lessor to Provide**

C. Door Closers

1. Install per building code and where designated by Lessee – **Lessor to provide**

VII. Window Treatment

A. Vertical or mini-blinds on all windows, except lobby doors (type / color selected by Lessee) – **Lessor to Provide**

B. Window film on all exterior glass (they should meet current building standards) – **Lessor to Provide**

VIII. Restrooms (minimum of two)

A. Designed to meet ADA accessibility standards – **Lessor to Provide**

B. No sink stoppers – **Lessor to Provide**

C. Stainless steel framed mirror at each sink – **Lessor to provide**

D. Electric hand dryers in all restrooms – **Lessor to Provide**

E. Liquid soap dispenser at each sink, surface mounted, push up type – **Lessor to Provide**

F. Stainless steel feminine napkin disposal in each women's stall and/or unisex restrooms – **Lessor to Provide**

G. Stainless steel toilet tissue dispenser (jumbo roll), continuous feed – **Lessor to provide**

H. Stainless steel seat cover dispenser in each stall of employee restrooms – **Lessor to Provide**

I. Stainless steel C-Fold paper towel dispenser and disposal in employee restrooms – **Lessor to Provide**

J. Floor mounted, overhead braced, partitions (powder coated, baked enamel) with ADA paddle handle – **Lessor to Provide**

K. Ceramic tile to cover wet walls to 4' above finished floor in restrooms (color selected by Lessee) – **Lessor to Provide**

L. Sensor water controls at all faucets, toilets and urinals – **Lessor to Provide**

M. Provide diaper changing station, supplies and waste receptacle in lobby and family restrooms, in designated Lessee facilities – **Lessor to Provide**

N. All sinks are to be supplied with both hot and cold water – **Lessor to Provide**

IX. Communication Equipment Room

A. Provide and mount to wall, fire retarding ¾" x 4' x 8' plywood board (quantity to be designated by the Lessee's Department of Technology Services (DTS) – **Lessor to Provide**

B. Provide 20 amp dedicated circuit(s) terminating at a duplex outlet, as shown on Lessee's floor plan – **Lessor to Provide**

C. Lessee to provide data and phone locations to ensure proper placement by Lessor of conduit and pull strings for cabling – **Lessor to Provide**

D. Install four inch conduit from telecom demarcation to phone / data room – **Lessor to Provide**

E. Provide one #6 AWG building ground and one #6 isolated ground – **Lessor to Provide**

F. Provide dedicated HVAC (air conditioning/heating/ventilation) equipment for seven days per week and twenty-four hours per day operation – **Lessor to Provide**

G. Install tile or some other smooth finished surface that does not produce dust – **Lessor to Provide**

H. Doors accessing Communication Equipment Room must be 36" wide and 6'8" tall and must open outward, with locking passage set – **Lessor to Provide**

I. Communication Equipment Room entrance doors cannot be moved once they are installed, unless requested by DTS – **Lessor to Provide**

J. Provide or have access to fiber optic service – **Lessor to Provide**

X. Electrical

A. Two foot by four foot energy efficient fluorescent, indirect lighting fixtures – **Lessor to Provide**

B. Light level at work stations to equal 50 foot candles in work areas and 15 foot candles in all remaining areas – **Lessor to Provide**

C. Dedicated outlets to have distinguishing color – **Lessor to Provide**

D. Lessor to provide install and connect power poles, approved by Lessee or to wall receptacles, as specified on floor plan – **Lessor to Provide**

E. GFI protected outlets within six feet of any water supply – **Lessor to Provide**

F. Tamper-Resistant electrical outlets in lobby area(s), interview rooms, visitation rooms, resource rooms and any other room(s) designated by Lessee – **Lessor to Provide**

G. Dedicated circuit in lounge for microwave and refrigerator – **Lessor to Provide**

H. All rooms to have individual light switches with motion detectors with overrides – **Lessor to Provide**

I. Provide interior night lights throughout – **Lessor to Provide**

J. Provide emergency lights – **Lessor to Provide**

K. Stub out telephone/data outlets in locations specified by Lessee with 2" x 4" box or mud ring in wall and pull string above ceiling, in new wall construction – **Lessor to Provide**

L. Provide switches for lighting in the open area(s) at both lobby and rear exits – **Lessor to Provide**

XI. Miscellaneous

A. Provide and maintain two (2) 25 cu. ft. refrigerator with freezer and two (2) 1.5 cu. ft., 1,000 watt microwave for each employee lounge; basic cleaning of the appliances will be the responsibility of Lessee – **Lessor to Provide**

B. Provide upper and lower cabinets with ADA accessible sink supplying hot and cold water with in employee lounge and administrative support areas – **Lessor to Provide**

C. Recessed, stainless steel (C fold) towel dispenser / disposal in employee lounge – **Lessor to Provide**

D. Provide two (2) high-low ADA accessible electric water fountain(s) as shown on floor plan – **Lessor to Provide**

E. Electric door strike(s) installed at each door, with remote release button(s), as designated by Lessee **– Lessor to Provide**

F. Provide fire extinguishers at designated areas and provide annual service to each – **Lessor to Provide**

G. Provide proximity reader at each employee access point, with a minimum 150 code capacity, including all hardware, software and 100 access cards, as designated by Lessee **– Lessor to Provide**

H. Provide and post signage, noting the occupant load, in a conspicuous place near the main exit in each room or space that is an assembly area, to include but not limited to lobbies, conference rooms, training rooms and employee lounges or as designated by Lessee – **Lessor to Provide**

I. Provide and maintain one FASC Brand Model FLC-707-4 4 Comp Pistol Locker (or equivalent) with pedestal or wall mount; top to be 48" above finished floor (AFF) **– Lessor to Provide**

J. Provide and maintain one (1) washer and one (1) Dryer for the kids lounge per the attached floor plan; basic cleaning of the appliances will be the responsibility of Lessee **– Lessor to Provide**

K. Provide and maintain one (1) farmers sink for the kids lounge per the attached floor plan **– Lessor to Provide**

SCHEDULE B

ARIZONA DEPARTMENT OF CHILD SAFETY
JANITORIAL REQUIREMENTS

Service to be provided Monday through Friday between the hours of 6 p.m. and 6 a.m.

1. OFFICES, CORRIDORS and LOBBIES

A. Required Daily Services

1. Sweep all entrances, steps and porches. Vacuum entrance walk-off mats.
2. Clean building entry doors, glass, handles, hardware and doorframes.
3. Empty, clean all ashtrays, refill sand urns as needed.
4. Empty and clean wastebaskets. Replace plastic liners as necessary. Return baskets to proper positions. All trash shall be removed from the building and emptied into the dumpster available outside.
5. Clean, disinfect and polish all drinking fountains.
6. Vacuum all carpeted areas, including walk-off mats and spot clean carpet as required.
7. Sweep and damp mop all non-carpeted floors.
8. Police perimeter of building which includes all outside planters and adjacent areas.
9. Replace all burned out and/or flickering light bulbs.

B. Required Weekly Services

1. Thoroughly clean and wet mop all hard surface floors. Spray buff all VCT floors.
2. Clean and remove soil marks and fingerprints from glass, tables and counter tops, walls, doors and partition glass.
3. Clean tile walls.
4. Spot clean walls and doors.
5. Dust chairs, tables, file cabinets, and any other furniture and accessories.

C. Required Monthly Services

1. Clean / dust stairs and handrails.
2. Perform all high and low level dusting at tops of partitions, window ledges, doorframes, baseboards, cabinet tops, etc.
3. Remove cobwebs from all areas and inside and outside of building.
4. Spot clean all partitions as required.
5. Wash all non-fabric furniture.

6. Vacuum all fabric-covered furniture.

D. Required Quarterly Services

1. Thoroughly clean all doors, walls, base boards.

2. Wipe clean all window blinds.

3. Strip, wax and polish all VCT floors.

4. Wash all window glass inside and outside.

E. Required Semi-Annually Services

1. Dust or vacuum all vents and ceiling tile around vents.

2. Clean light fixtures.

F. Required Annually services

1. Shampoo carpet.

2. RESTROOMS

A. Required Daily Services

1. Refill soap, towels, seat covers, toilet paper, toilet bowl deodorizer, deodorant containers, and waste receptacle liners as needed.

2. Empty and wipe out all waste paper receptacles. Disinfect as needed. Replace plastic liners as needed. Return baskets to proper positions. All trash shall be removed from the building and emptied into the dumpster available outside.

3. Clean mirrors with glass cleaner.

4. Clean and polish all metal surfaces, dispensers and furniture.

5. Clean and disinfect wash basins, toilet bowls, and urinals.

6. Disinfect underside and tops of toilet seats.

7. Wipe all walls and partitions clean of splashes, fingerprints, smears and dirt.

8. Sweep floors and wet mop with a germicidal solution.

9. Disinfect restroom fixtures.

10. Replace light bulbs as required.

11. Clean and disinfect diaper-changing station and replace supplies, if applicable.

B. Required Bi-Weekly Services

1. Spray buff VCT floors.

C. Required Monthly Services

1. Perform dusting; window ledges, high corners, etc.

2. Thoroughly clean all walls and toilet partitions with high-strength detergent.

3. De-scale fixtures.

D. Required Quarterly Services

1. Strip and wax VCT floors.

2. Clean undersides of basins.

E. Required Semi-Annually Services

1. Clean light fixtures.

2. Dust or vacuum all vents and ceiling tiles around vents.

3. BREAKROOMS/LOUNGES

A. Required Daily Services

1. Refill soap, towel and waste receptacle liners as needed.

2. Empty and wipe out all waste paper receptacles. Disinfect as needed. Replace plastic liners as needed. Return baskets to proper positions. All trash shall be removed from the building and emptied into the dumpster available outside.

3. Clean and polish all metal surfaces, dispensers, counter/counter tops and furniture.

4. Clean and disinfect wash sinks.

5. Wipe all walls clean of splashes, fingerprints, smears and dirt.

6. Sweep and wet mop floors.

7. Disinfect fixtures.

8. Replace light bulbs as required.

B. Required Bi-Weekly Services

1. Spray buff VCT floors.

C. Required Monthly Services

1. Perform dusting; window ledges, corners, etc.

2. Thoroughly clean all walls.

3. De-scale fixtures.

D. Required Quarterly Services

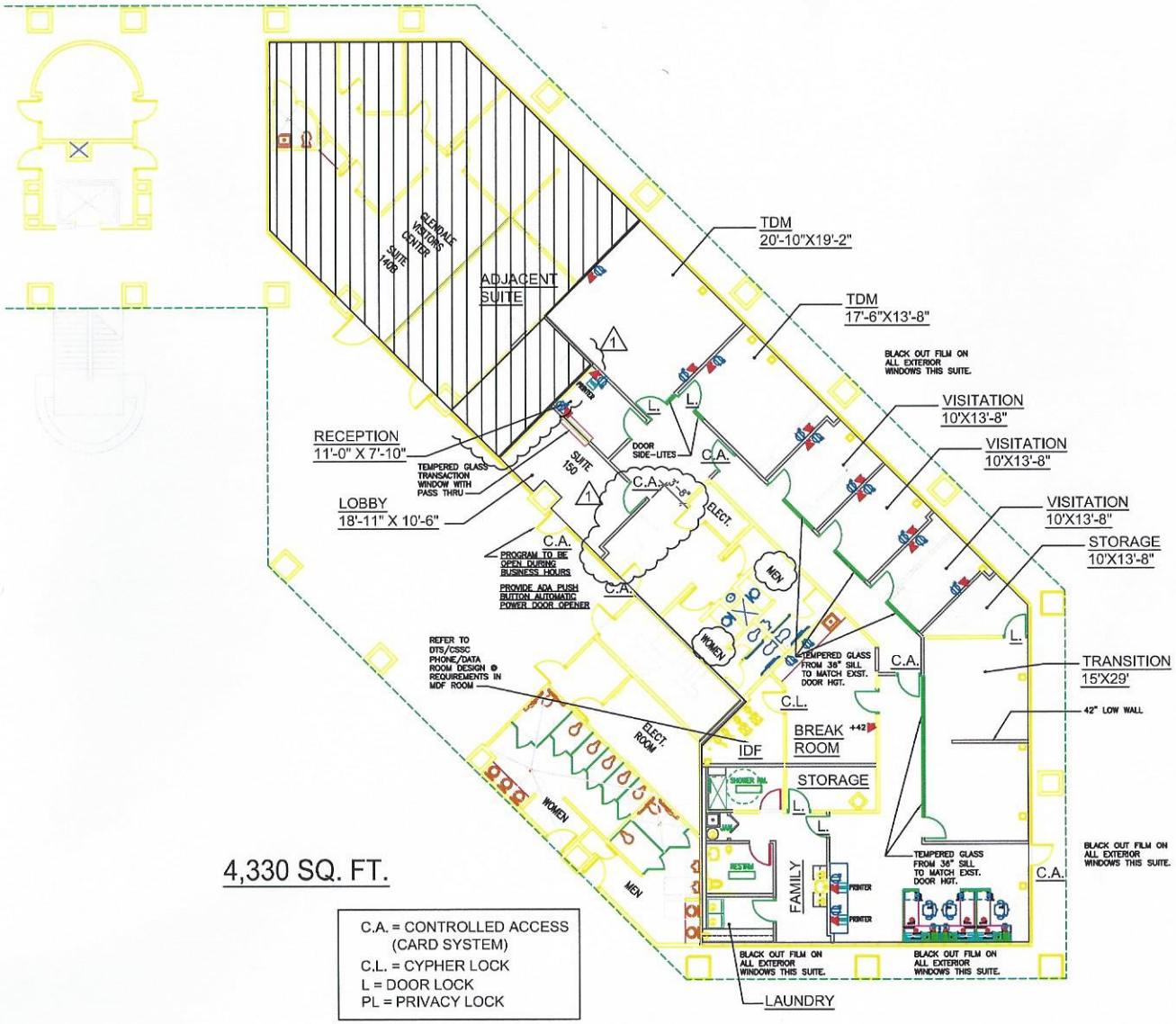
1. Strip and wax VCT floors.

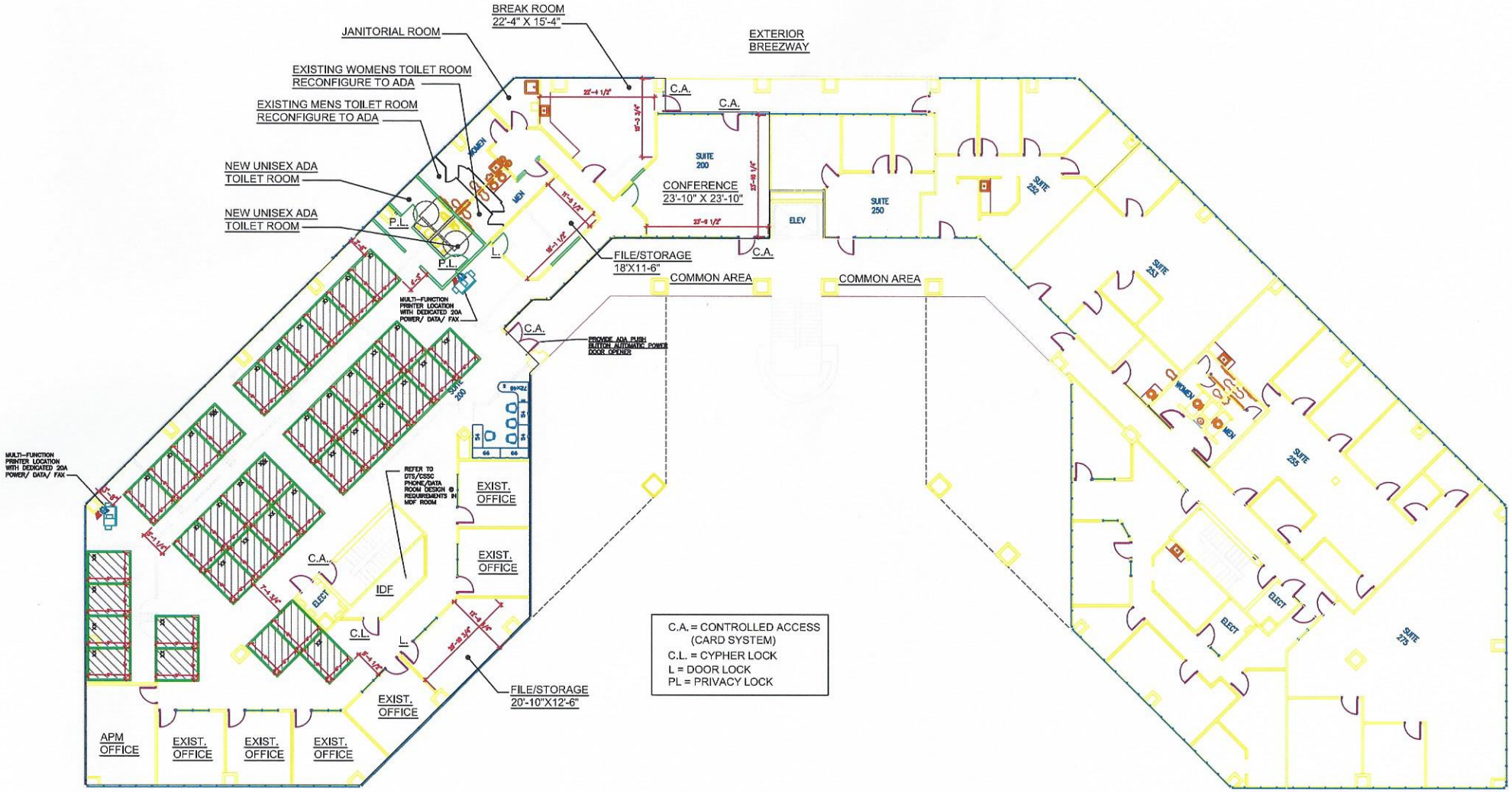
2. Clean undersides of sinks.

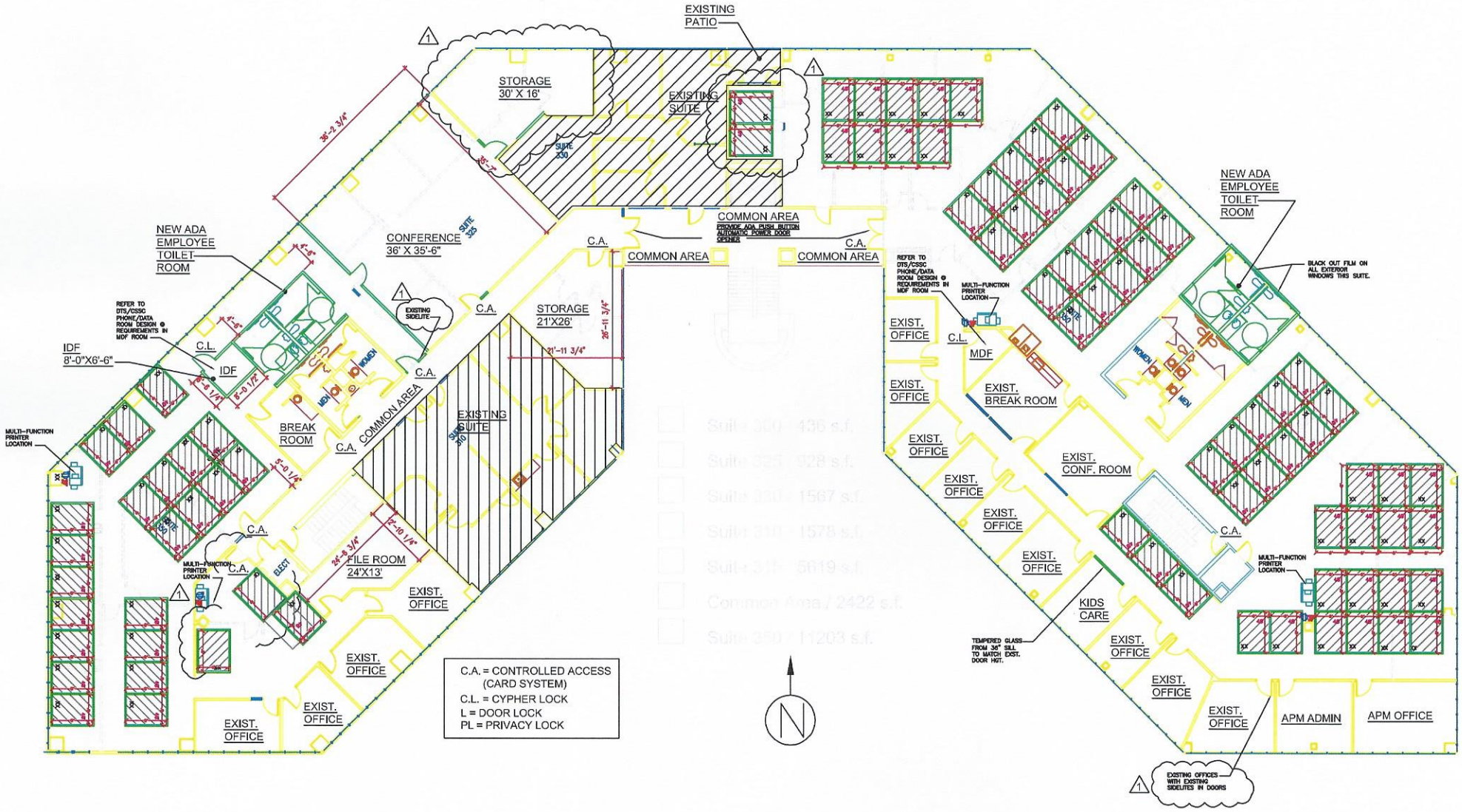
E. Required Semi-Annually Services

1. Dust or vacuum all vents

2. Clean light fixtures.


GLENDALE VISITORS CENTER
SUITE 140B
ADJACENT SUITE
TDM
20'-10"X19'-2"
TDM
17'-6"X13'-8"
BLACK OUT FILM ON ALL EXTERIOR WINDOWS THIS SUITE.
VISITATION
10'X13'-8"
VISITATION
10'X13'-8"
VISITATION
10'X13'-8"
STORAGE
10'X13'-8"
RECEPTION
11'-0" X 7'-10"
TEMPERED GLASS TRANSACTION WINDOW WITH PASS THRU
LOBBY
18'-11" X 10'-6"
SUITE 150
DOOR SIDE-LITES
C.A.
C.A. PROGRAM TO BE OPEN DURING BUSINESS HOURS
PROVIDE ADA PUSH BUTTON AUTOMATIC POWER DOOR OPENER
ELECT.
MEN
WOMEN
REFER TO DTS/CSSC PHONE/DATA ROOM DESIGN & REQUIREMENTS IN MDF ROOM
ELECT. ROOM
IDF
TEMPERED GLASS FROM 36" SILL TO MATCH EXST. DOOR HGT.
C.L.
BREAK ROOM
STORAGE
TRANSITION
15'X29'
42" LOW WALL
SHOWER RM.
RESTRM
FAMILY
PRINTER
LAUNDRY
BLACK OUT FILM ON ALL EXTERIOR WINDOWS THIS SUITE.
4,330 SQ. FT.
C.A. = CONTROLLED ACCESS (CARD SYSTEM)
C.L. = CYPHER LOCK
L = DOOR LOCK
PL = PRIVACY LOCK


BREAK ROOM
22'-4" X 15'-4"
JANITORIAL ROOM
EXISTING WOMENS TOILET ROOM
RECONFIGURE TO ADA
EXISTING MENS TOILET ROOM
RECONFIGURE TO ADA
NEW UNISEX ADA
TOILET ROOM
NEW UNISEX ADA
TOILET ROOM
EXTERIOR
BREEZWAY
C.A.
C.A.
SUITE
200
CONFERENCE
23'-10" X 23'-10"
ELEV
SUITE
250
SUITE
252
SUITE
253
SUITE
255
SUITE
275
FILE/STORAGE
18'X11-6"
C.A.
COMMON AREA
COMMON AREA
P.L.
P.L.
L.
MULTI-FUNCTION
PRINTER LOCATION
WITH DEDICATED 20A
POWER/ DATA/ FAX
C.A.
PROVIDE ADA PUSH
BUTTON AUTOMATIC POWER
DOOR OPENER
MULTI-FUNCTION
PRINTER LOCATION
WITH DEDICATED 20A
POWER/ DATA/ FAX
REFER TO
DTS/CSSC
PHONE/DATA
ROOM DESIGN &
REQUIREMENTS IN
MDF ROOM
EXIST.
OFFICE
EXIST.
OFFICE
C.A.
IDF
ELECT
C.L.
L.
EXIST.
OFFICE
FILE/STORAGE
20'-10"X12'-6"
APM
OFFICE
EXIST.
OFFICE
EXIST.
OFFICE
EXIST.
OFFICE
C.A. = CONTROLLED ACCESS
(CARD SYSTEM)
C.L. = CYPHER LOCK
L = DOOR LOCK
PL = PRIVACY LOCK


EXISTING PATIO
STORAGE 30' X 16'
EXISTING SUITE
SUITE 330
36'-2 3/4"
35'-7"
NEW ADA EMPLOYEE TOILET ROOM
CONFERENCE 36' X 35'-6"
SUITE 335
COMMON AREA
PROVIDE ADA PUSH BUTTON AUTOMATIC POWER DOOR OPENER
C.A.
COMMON AREA
C.A.
COMMON AREA
REFER TO DTS/CSSC PHONE/DATA ROOM DESIGN & REQUIREMENTS IN MDF ROOM
MULTI-FUNCTION PRINTER LOCATION
MDF
C.L.
EXIST. OFFICE
EXIST. BREAK ROOM
EXIST. CONF. ROOM
EXIST. OFFICE
EXIST. OFFICE
EXIST. OFFICE
EXIST. OFFICE
KIDS CARE
TEMPERED GLASS FROM 36" SILL TO MATCH EXIST. DOOR HGT.
EXIST. OFFICE
EXIST. OFFICE
EXIST. OFFICE
APM ADMIN
APM OFFICE
EXISTING OFFICES WITH EXISTING SIDELITES IN DOORS
NEW ADA EMPLOYEE TOILET ROOM
BLACK OUT FILM ON ALL EXTERIOR WINDOWS THIS SUITE.
WOMEN
MEN
STORAGE 21'X26'
21'-11 3/4"
26'-11 3/4"
EXISTING SUITE
SUITE 310
C.A.
COMMON AREA
BREAK ROOM
C.A.
IDF 8'-0"X6'-6"
IDF
C.L.
REFER TO DTS/CSSC PHONE/DATA ROOM DESIGN & REQUIREMENTS IN MDF ROOM
4'-6"
4'-6"
8'-0 1/4"
8'-0 1/2"
5'-0 1/4"
MULTI-FUNCTION PRINTER LOCATION
C.A.
C.A.
EXISTING SIDELITE
C.A.
24'-8 3/4"
24'-10 1/4"
FILE ROOM 24'X13'
EXIST. OFFICE
EXIST. OFFICE
EXIST. OFFICE
MULTI-FUNCTION PRINTER LOCATION
C.A. = CONTROLLED ACCESS (CARD SYSTEM)
C.L. = CYPHER LOCK
L = DOOR LOCK
PL = PRIVACY LOCK
N