



# City of Glendale

5850 West Glendale Avenue  
Glendale, AZ 85301

## Voting Meeting Agenda City Council

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

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Tuesday, September 22, 2015

6:00 PM

Council Chambers

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### Voting

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

#### CALL TO ORDER

#### POSTING OF COLORS

#### PLEDGE OF ALLEGIANCE

#### PRAYER/INVOCATION

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

#### CITIZEN COMMENTS

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

#### APPROVAL OF THE MINUTES OF SEPTEMBER 8, 2015

1. [15-638](#) APPROVAL OF THE MINUTES OF SEPTEMBER 8, 2015 VOTING MEETING  
Staff Contact: Pamela Hanna, City Clerk

**Attachments:**      [Meeting Minutes of September 8, 2015](#)

## BOARDS, COMMISSIONS AND OTHER BODIES

### APPROVE RECOMMENDED APPOINTMENTS TO BOARDS, COMMISSIONS AND OTHER BODIES

**PRESENTED BY: Councilmember Lauren Tolmachoff**

2.      [15-610](#)              BOARDS, COMMISSIONS & OTHER BODIES  
   Staff Contact: Brent Stoddard, Director, Intergovernmental Programs

### PROCLAMATIONS AND AWARDS

3.      [15-661](#)              PROCLAIM SEPTEMBER 15 THROUGH OCTOBER 15, 2015 AS HISPANIC  
   HERITAGE MONTH  
   Staff Contact: John Carnero, Glendale Hispanic Network  
   Presented By: Office of the Mayor  
   Accepted By: Micki Nunez, Glendale Community Development Advisory  
   Committee Member
4.      [15-608](#)              PROCLAIM OCTOBER 2015 AS FIRE PREVENTION MONTH  
   Staff Contact: Chris DeChant, Interim Fire Chief  
   Presented By: Office of the Mayor  
   Accepted By: Mr. Kim Bushong, Retired Glendale Deputy Fire Marshal and  
   CERT Volunteer

### CONSENT AGENDA

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

5.      [15-574](#)              APPROVE SPECIAL EVENT LIQUOR LICENSE, GLENDALE CIVIC PRIDE  
   AMBASSADORS FOUNDATION  
   Staff Contact: Vicki Rios, Interim Director, Finance and Technology

**Attachments:**      [Application](#)  
   [Calls for Service](#)

6.      [15-575](#)              APPROVE SPECIAL EVENT LIQUOR LICENSE, SUN LAKES BREAKFAST  
   LIONS FOUNDATION  
   Staff Contact: Vicki Rios, Interim Director, Finance and Technology

**Attachments:**      [Application](#)  
   [Calls for Service](#)

7.      [15-576](#)              APPROVE SPECIAL EVENT LIQUOR LICENSE, CITY OF GLENDALE OFFICE  
   OF SPECIAL EVENTS  
   Staff Contact: Vicki Rios, Interim Director, Finance and Technology

**Attachments:**      [Application](#)[Calls for Service](#)

8.      [15-587](#)      APPROVE SPECIAL EVENT LIQUOR LICENSE, FIGHTER COUNTRY PARTNERSHIP  
Staff Contact: Vicki Rios, Interim Director, Finance and Technology

**Attachments:**      [Application](#)[Calls for Service](#)

9.      [15-588](#)      APPROVE SPECIAL EVENT LIQUOR LICENSE, OLD BREED DETACHMENT-DEPARTMENT OF ARIZONA MARINE CORPS LEAGUE  
Staff Contact: Vicki Rios, Interim Director, Finance and Technology

**Attachments:**      [Application](#)[Calls for Service](#)

10.     [15-577](#)      APPROVE LIQUOR LICENSE NO. 5-17536, ZAD AL KHAIR  
Staff Contact: Vicki Rios, Interim Director, Finance and Technology

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

11.     [15-572](#)      AUTHORIZATION TO ENTER INTO A CONSTRUCTION AGREEMENT WITH ACHEN-GARDNER CONSTRUCTION, LLC, AND APPROVE THE EXPENDITURE OF FUNDS FOR THE EMERGENCY REPAIR OF THE WATER LINE LOCATED AT THE INTERSECTION OF 55TH AVENUE AND BETHANY HOME ROAD  
Staff Contact: Craig Johnson, P.E. Director, Water Services

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

12.     [15-583](#)      AUTHORIZATION FOR EXPENDITURE OF FUNDS AND ENTER INTO A RENEWAL CONTRACT WITH ENGLEMAN BERGER, P.C. FOR LEGAL REPRESENTATION IN THE GILA RIVER GENERAL STREAM ADJUDICATION  
Staff Contact: Michael D. Bailey, City Attorney

**Attachments:**      [Contract for Legal Services Signed](#)

13.     [15-585](#)      AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT WITH EMERGENCY VEHICLE GROUP, INC., (EVG), AND APPROVE THE PURCHASE OF A WHEELED COACH 9170 AMBULANCE UTILIZING A HOUSTON-GALVESTON AREA COUNCIL (H-GAC) COOPERATIVE CONTRACT  
Staff Contact: Chris DeChant, Interim Fire Chief

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

14.     [15-593](#)      AUTHORIZATION TO ENTER INTO AN AMENDMENT TO THE LINKING AGREEMENT FOR A COOPERATIVE PURCHASE OF FURNITURE, PRODUCTS AND SERVICES FROM GOODMAN'S, INC.  
Staff Contact: Jack Friedline, Director, Public Works

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

15.    [15-596](#)            AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT FOR A COOPERATIVE PURCHASE OF GASOLINE AND DIESEL FUEL FROM SUPREME OIL COMPANY  
Staff Contact: Jack Friedline, Director, Public Works

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

16.    [15-602](#)            AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT FOR A COOPERATIVE PURCHASE OF HYDRAULIC HOSES, FITTINGS, PARTS AND SERVICE WITH BRIDGESTONE HOSEPOWER, LLC  
Staff Contact: Jack Friedline, Director, Public Works

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

#### CONSENT RESOLUTIONS

17.    [15-591](#)            AUTHORIZATION TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF PHOENIX FOR ACCEPTANCE OF FEDERAL TRANSIT ADMINISTRATION GRANT AZ-16-X003 FOR TAXI VOUCHER PROGRAM  
Staff Contact: Jack Friedline, Director, Public Works

**Attachments:**      [Resolution 5011](#)  
[Intergovernmental Agreement](#)

18.    [15-592](#)            AUTHORIZATION TO ENTER INTO CONTRACT CHANGE ORDER NO. 2 TO AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF PHOENIX FOR FEDERAL TRANSIT ADMINISTRATION GRANT NUMBER AZ-57-X013 FOR A PILOT SUPPLEMENTAL TAXI PROGRAM  
Staff Contact: Jack Friedline, Director, Public Works

**Attachments:**      [Resolution 5012](#)  
[Contract Change Order No. 2](#)

19.    [15-594](#)            AUTHORIZATION TO ENTER INTO CONTRACT CHANGE ORDER NO. 2 TO AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF PHOENIX FOR FEDERAL TRANSIT ADMINISTRATION GRANT NUMBER AZ-05-0203 FOR THE DESIGN OF A PARK-AND-RIDE AND TRANSIT CENTER FACILITY  
Staff Contact: Jack Friedline, Director, Public Works

**Attachments:**      [Resolution 5013](#)  
[Contract Change Order No. 2](#)

20.    [15-595](#)            AUTHORIZATION TO ENTER INTO CONTRACT CHANGE ORDER NO. 2 TO AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF PHOENIX FOR FEDERAL TRANSIT ADMINISTRATION GRANT NUMBER AZ-95-X006-01 FOR THE DESIGN OF A PARK-AND-RIDE AND TRANSIT CENTER FACILITY  
Staff Contact: Jack Friedline, Director, Public Works

**Attachments:**      [Resolution 5014](#)  
[Contract Change Order No. 2](#)

21.    [15-600](#)      AUTHORIZATION OF LICENSE AGREEMENT WITH VERIZON WIRELESS (VAW), LLC, FOR THE INSTALLATION OF A DISTRIBUTED ANTENNA SYSTEM (SMALL CELL) ON A CITY STREETLIGHT WITHIN PUBLIC RIGHT-OF-WAY AT 4840 WEST BUTLER DRIVE  
Staff Contact: Jack Friedline, Director, Public Works

**Attachments:**      [Resolution 5015](#)  
[Communications Site License Agreement](#)  
[Standardized Fees for Distributed Antenna System](#)

22.    [15-601](#)      AUTHORIZATION OF LICENSE AGREEMENT WITH VERIZON WIRELESS (VAW), LLC, FOR THE INSTALLATION OF A CELL TOWER ANTENNA ON AN ARIZONA PUBLIC SERVICE COMPANY TRANSMISSION POLE WITHIN CITY RIGHT-OF-WAY AT 5330 WEST UNION HILLS DRIVE  
Staff Contact: Jack Friedline, Director, Public Works

**Attachments:**      [Resolution 5016](#)  
[License Agreement](#)  
[Standardized Fees for Wireless Communication Site License Agreements](#)

23.    [15-579](#)      AUTHORIZATION TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT FOR JOINT LEGAL REPRESENTATION IN THE WHITE MOUNTAIN APACHE TRIBE WATER SETTLEMENT  
Staff Contact: Michael D. Bailey, City Attorney

**Attachments:**      [Resolution 5017](#)  
[Contract for Legal Services](#)

24.    [15-589](#)      AUTHORIZATION TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH CITY OF PEORIA FOR THE EXPANSION OF THE PYRAMID PEAK WATER TREATMENT PLANT  
Staff Contact: Craig Johnson, P.E., Director, Water Services

**Attachments:**      [Resolution 5018](#)  
[Intergovernmental Agreement](#)

25.    [15-609](#)      AUTHORIZATION TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH ARIZONA DEPARTMENT OF ECONOMIC SECURITY FOR COMMUNITY ACTION PROGRAM FUNDING  
Staff Contact: Erik Strunk, Director, Community Services

**Attachments:**      [Resolution 5019](#)  
[Contract Amendment No. 1](#)  
[Itemized Service Budget](#)

26.    [15-605](#)      AUTHORIZATION TO ENTER INTO AN INTERGOVERNMENTAL

AGREEMENT WITH THE UNITED STATES DEPARTMENT OF JUSTICE  
DRUG ENFORCEMENT ADMINISTRATION TO CONTINUE PARTICIPATION  
IN A TASK FORCE

Staff Contact: Debora Black, Police Chief

**Attachments:**     [Resolution 5020](#)  
                          [Intergovernmental Agreement](#)

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

27.     [15-603](#)            REZONING (ZON) APPLICATION ZON15-06 (ORDINANCE): GLENDALE 36 -  
                          8348 NORTH 61ST AVENUE (PUBLIC HEARING REQUIRED)  
                          Staff Contact: Jon M. Froke, AICP, Planning Director

**Attachments:**     [Ordinance 2958 with Exhibits \(revised\)](#)  
                          [Planned Residential Development Booklet](#)  
                          [Citizen Participation Final Report](#)  
                          [ZON15-06](#)  
                          [ZON15-06a](#)

#### **LAND DEVELOPMENT ACTIONS**

28.     [15-590](#)            FINAL PLAT (FP) APPLICATION FP14-04 CASITAS AT CHOLLA COVE -  
                          11401 NORTH 51ST AVENUE  
                          Staff Contact: Jon M. Froke, AICP, Planning Director

**Attachments:**     [FP14-04 Casitas Narrative](#)  
                          [FP14-04 Plat](#)  
                          [FP14-04](#)  
                          [FP14-04a](#)

#### **ORDINANCES**

29.     [15-597](#)            ACCEPTANCE OF RIGHT-OF-WAY ALONG 57TH AVENUE, SOUTH OF  
                          UTOPIA ROAD  
                          Staff Contact: Jack Friedline, Director, Public Works

**Attachments:**     [Ordinance 2959 with Exhibits](#)

30.     [15-598](#)            ACCEPTANCE OF TWO WATER LINE EASEMENTS AT MIDWESTERN  
                          UNIVERSITY  
                          Staff Contact: Jack Friedline, Director, Public Works

**Attachments:**     [Ordinance 2960 with Exhibits](#)

31.     [15-599](#)            ACCEPTANCE OF A WATER LINE EASEMENT AT MIDWESTERN  
                          UNIVERSITY  
                          Staff Contact: Jack Friedline, Director, Public Works

**Attachments:**     [Ordinance 2961 with Exhibits](#)

**REQUEST FOR FUTURE WORKSHOP AND EXECUTIVE SESSION****COUNCIL COMMENTS AND SUGGESTIONS****ADJOURNMENT**

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

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



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**PRESENTED BY: Councilmember Lauren Tolmachoff**

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### PROCLAMATIONS AND AWARDS

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          Staff Contact: Chris DeChant, Interim Fire Chief  
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Staff Contact: Craig Johnson, P.E. Director, Water Services

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Staff Contact: Jack Friedline, Director, Public Works

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Staff Contact: Michael D. Bailey, City Attorney

**Attachments:**      [Resolution 5017](#)  
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24.    [15-589](#)      AUTHORIZATION TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH CITY OF PEORIA FOR THE EXPANSION OF THE PYRAMID PEAK WATER TREATMENT PLANT  
Staff Contact: Craig Johnson, P.E., Director, Water Services

**Attachments:**      [Resolution 5018](#)  
[Intergovernmental Agreement](#)

25.    [15-609](#)      AUTHORIZATION TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH ARIZONA DEPARTMENT OF ECONOMIC SECURITY FOR COMMUNITY ACTION PROGRAM FUNDING  
Staff Contact: Erik Strunk, Director, Community Services

**Attachments:**      [Resolution 5019](#)  
[Contract Amendment No. 1](#)  
[Itemized Service Budget](#)

26.    [15-605](#)      AUTHORIZATION TO ENTER INTO AN INTERGOVERNMENTAL

AGREEMENT WITH THE UNITED STATES DEPARTMENT OF JUSTICE  
DRUG ENFORCEMENT ADMINISTRATION TO CONTINUE PARTICIPATION  
IN A TASK FORCE

Staff Contact: Debora Black, Police Chief

**Attachments:**     [Resolution 5020](#)  
                          [Intergovernmental Agreement](#)

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

27.     [15-603](#)           REZONING (ZON) APPLICATION ZON15-06 (ORDINANCE): GLENDALE 36 -  
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                          Staff Contact: Jon M. Froke, AICP, Planning Director

**Attachments:**     [Ordinance 2958 with Exhibits \(revised\)](#)  
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                          [Citizen Participation Final Report](#)  
                          [ZON15-06](#)  
                          [ZON15-06a](#)

#### **LAND DEVELOPMENT ACTIONS**

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**Attachments:**     [FP14-04 Casitas Narrative](#)  
                          [FP14-04 Plat](#)  
                          [FP14-04](#)  
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#### **ORDINANCES**

29.     [15-597](#)           ACCEPTANCE OF RIGHT-OF-WAY ALONG 57TH AVENUE, SOUTH OF  
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                          Staff Contact: Jack Friedline, Director, Public Works

**Attachments:**     [Ordinance 2959 with Exhibits](#)

30.     [15-598](#)           ACCEPTANCE OF TWO WATER LINE EASEMENTS AT MIDWESTERN  
                          UNIVERSITY  
                          Staff Contact: Jack Friedline, Director, Public Works

**Attachments:**     [Ordinance 2960 with Exhibits](#)

31.     [15-599](#)           ACCEPTANCE OF A WATER LINE EASEMENT AT MIDWESTERN  
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                          Staff Contact: Jack Friedline, Director, Public Works

**Attachments:**     [Ordinance 2961 with Exhibits](#)

**REQUEST FOR FUTURE WORKSHOP AND EXECUTIVE SESSION****COUNCIL COMMENTS AND SUGGESTIONS****ADJOURNMENT**

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

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



# City of Glendale

5850 West Glendale Avenue  
Glendale, AZ 85301

## Legislation Description

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**File #: 15-638, Version: 1**

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APPROVAL OF THE MINUTES OF SEPTEMBER 8, 2015 VOTING MEETING

Staff Contact: Pamela Hanna, City Clerk

# City of Glendale

*5850 West Glendale Avenue  
Glendale, AZ 85301*



## Meeting Minutes - Draft

**Tuesday, September 8, 2015**

**6:00 PM**

**Voting Meeting**

**Council Chambers**

### **City Council**

*Mayor Jerry Weiers*

*Vice Mayor Ian Hugh*

*Councilmember Jamie Aldama*

*Councilmember Samuel Chavira*

*Councilmember Gary Sherwood*

*Councilmember Lauren Tolmachoff*

*Councilmember Bart Turner*



**CALL TO ORDER**

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

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

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

Captain Kihyun Oh of the Salvation Army offered the invocation.

**CITIZEN COMMENTS**

Irmgard Holm, a Cactus resident, said Paltaire Avenue was a very busy street from 47th to 48th Avenue. She said there were 40 families living in the area and there were no sidewalks to walk on. She asked if the Council could look into this and make the whole street no parking for safety. She said the businesses create a lot of traffic in that area and it is unsafe for the many children who play in the area. She thanked the Council for taking down some barbed wire that was also in the area.

Karyn Ott, a Glendale resident, spoke about the city's ambulance plan and the cut in hours. She said the city won't have ambulance service at all after 11 pm, and she is very concerned about this. It could be dangerous for Glendale residents. She wanted to look into finding a resolution to this issue as soon as possible. She said this issue is affecting Glendale and not any other cities in the valley as Glendale doesn't have a contract.

Susan Cober, a Cactus resident, spoke about her trash bins, which are the size of recycle bins. She said she never received a call back to her calls and letters to the city about this. She even sent certified letters, but hasn't received any communication or a call back from the city. She said this issue is important to her and she would like a call back.

Claude Mattox, a Phoenix resident, said he was here representing Community Loans of America, doing business in Glendale as Fast Auto Loans. He said they are here tonight in support of the city's Christmas parade. He said they have a \$1,000 donation check to support this tradition. He thanked the city.

James Deibler, a Phoenix resident, said he would like the city to build a transit center at Glendale Community College. He said a lot of students take the bus to and from GCC. He said the intersections near GCC are dangerous, and he said the best place for the transit center is at the northwest corner of 59th Avenue and Olive Avenue.

**APPROVAL OF THE MINUTES OF AUGUST 25, 2015**

1. [15-606](#) APPROVAL OF THE MINUTES OF AUGUST 25, 2015  
Staff Contact: Pamela Hanna, City Clerk

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

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

**PROCLAMATIONS AND AWARDS**

2. [15-582](#) PROCLAIM OCTOBER 2015 AS DOMESTIC VIOLENCE AWARENESS MONTH

Staff Contact: Debora Black, Police Chief

Presented By: Office of the Mayor

Accepted By: Ms. April Burleson

Accepted By: Ms. Tracey Breeden, Public Information Officer, Glendale Police Department

Mayor Weiers presented the proclamation to Ms. April Burleson and Ms. Tracey Breeden.

**CONSENT AGENDA**

Mayor Weiers pulled item 10 from the consent agenda to be heard after consent.

Mr. Richard Bowers, Acting City Manager, read agenda item numbers 3 through 19.

3. [15-550](#) APPROVE SPECIAL EVENT LIQUOR LICENSE, KNIGHTS OF COLUMBUS, PADRE SERRA COUNCIL #7114  
Staff Contact: Vicki Rios, Interim Director, Finance and Technology

**This agenda item was approved.**

4. [15-551](#) APPROVE SPECIAL EVENT LIQUOR LICENSE, ST. LOUIS THE KING ROMAN CATHOLIC PARISH  
Staff Contact: Vicki Rios, Interim Director, Finance and Technology

**This agenda item was approved.**

5. [15-552](#) APPROVE LIQUOR LICENSE NO. 5-16786, SUBMARINO'S PIZZERIA  
Staff Contact: Vicki Rios, Interim Director, Finance and Technology

This agenda item was approved.

6. [15-553](#) APPROVE LIQUOR LICENSE NO. 5-17398, DOS MAS MEXICAN GRILL  
Staff Contact: Vicki Rios, Interim Director, Finance and Technology

This agenda item was approved.

7. [15-554](#) APPROVE LIQUOR LICENSE NO. 5-17084, EL ANTRO  
Staff Contact: Vicki Rios, Interim Director, Finance and Technology

This agenda item was approved.

8. [15-558](#) AUTHORIZATION FOR COOPERATIVE PURCHASE OF HEAVY DUTY TRUCK AND EQUIPMENT REPAIR WITH BALAR HOLDING CORP., DOING BUSINESS AS BALAR EQUIPMENT  
Staff Contact: Jack Friedline, Director, Public Works

This agenda item was approved.

9. [15-578](#) AUTHORIZATION TO ENTER INTO A CONSTRUCTION AGREEMENT WITH D.L. WITHERS CONSTRUCTION, L.C., TO PERFORM TENANT IMPROVEMENT WORK AT THE BANK OF AMERICA PLAZA  
Staff Contact: Jack Friedline, Director, Public Works

This agenda item was approved.

11. [15-580](#) AWARD OF CONTRACT TO COMMERCIAL CLEANING SYSTEMS FOR COMMUNITY SERVICES FACILITIES  
Staff Contact: Erik Strunk, Director, Community Services

This agenda item was approved.

12. [15-559](#) AUTHORIZATION FOR COOPERATIVE PURCHASE OF HEAVY DUTY TRUCK AND EQUIPMENT REPAIR WITH CUMMINS ROCKY MOUNTAIN, LLC  
Staff Contact: Jack Friedline, Director, Public Works

This agenda item was approved.

13. [15-560](#) AUTHORIZATION FOR COOPERATIVE PURCHASE OF HEAVY DUTY TRUCK AND EQUIPMENT REPAIR WITH DON SANDERSON FORD, INC.  
Staff Contact: Jack Friedline, Director, Public Works

This agenda item was approved.

14. [15-561](#) AUTHORIZATION FOR COOPERATIVE PURCHASE OF HEAVY DUTY TRUCK AND EQUIPMENT REPAIR WITH EMPIRE SOUTHWEST, LLC  
Staff Contact: Jack Friedline, Director, Public Works

This agenda item was approved.

15. [15-562](#) AUTHORIZATION FOR COOPERATIVE PURCHASE OF HEAVY DUTY TRUCK AND EQUIPMENT REPAIR WITH FREIGHTLINER OF ARIZONA, LLC  
Staff Contact: Jack Friedline, Director, Public Works  
**This agenda item was approved.**
16. [15-563](#) AUTHORIZATION FOR COOPERATIVE PURCHASE OF HEAVY DUTY TRUCK AND EQUIPMENT REPAIR WITH NORWOOD EQUIPMENT, INC.  
Staff Contact: Jack Friedline, Director, Public Works  
**This agenda item was approved.**
17. [15-564](#) AUTHORIZATION FOR COOPERATIVE PURCHASE OF HEAVY DUTY TRUCK AND EQUIPMENT REPAIR WITH RWC INTERNATIONAL, LTD  
Staff Contact: Jack Friedline, Director, Public Works  
**This agenda item was approved.**
18. [15-565](#) AUTHORIZATION FOR COOPERATIVE PURCHASE OF HEAVY DUTY TRUCK AND EQUIPMENT REPAIR WITH TITAN MACHINERY, INC.  
Staff Contact: Jack Friedline, Director, Public Works  
**This agenda item was approved.**
19. [15-557](#) AUTHORIZATION TO ENTER INTO AMENDMENT NO. 1 TO THE AGREEMENT WITH DIAMOND RIDGE DEVELOPMENT CORPORATION FOR GENERAL MAINTENANCE AND REPAIR SERVICES  
Staff Contact: Jack Friedline, Director, Public Works  
**This agenda item was approved.**

Approval of the Consent Agenda

**A motion was made by Sherwood, seconded by Chavira, to approve the recommended actions on Consent Agenda Item Numbers 3 through 9 and 11 through 19. The motion carried by the following vote:**

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

10. [15-573](#) AUTHORIZATION TO RENAME THE BALLFIELD AT ROSE LANE PARK "ENRIQUE BANDA, SR., FIELD"  
Staff Contact: Erik Strunk, Director, Community Services
- Mr. Strunk said this item is a request for Council authorization to name the ball field at Rose Lane Park in honor of Enrique Banda, Sr. A group of residents submitted an application to rename the Rose Lane ball field in honor of Enrique Banda, Sr. to the Parks and Recreation Advisory Commission in June 2015. The Commission noted the many

accomplishments Mr. Banda has in the community. Mr. Banda won many awards for his volunteer participation in the community. The Commission voted unanimously to rename the field in honor of Mr. Banda. He said there is no budgetary impact with this request and the applicant has agreed to pay for all costs associated with manufacture of the sign, installation and subsequent maintenance. He said it will take about 5 to 6 weeks to make the sign and Mayor and Council will be invited to the unveiling. Mr. Strunk said several members of the Banda's Angels Volunteer group are in the audience and can answer any questions the Councilmembers may have.

Mayor Weiers said Councilmember Aldama and Vice Mayor Hugh have been active on this issue.

Adela Guerra, Bobby Casades, Benny Banda, Mr. Banda's oldest son, Roxanne Banda, Mr. Banda's daughter-in-law, and Lupe Bonilla, Mr. Banda's daughter, and the group were recognized by Mayor Weiers for their participation in the process of renaming the ball park.

Ms. Guerra thanked Vice Mayor Hugh for his support and former Councilmember Alvarez for her loyalty and commitment to bringing Mr. Banda's legacy to the city's attention. She said Mr. Banda spent countless hours coaching youth and giving back to his community. She said Mr. Banda did more than just coach the children, but helped teach them right from wrong. He also assisted in after school activities such as show them a better way. Mr. Banda assisted children by paying for fees and photos of the children. He had a passion for coaching and teaching children about giving and volunteering. She said he lived to change the lives of the youth he worked with.

Mr. Casades thanked Vice Mayor Hugh, Councilmember Aldama and the rest of the Council for the opportunity to work with the Parks and Recreation Department. He said it was a pleasure to work with Mr. Strunk and Paul King. He said you could see in Mr. Banda's eyes how much he cared for the children he worked with. He said it was time to get the youth back into playing sports. He also thanked city staff for being so helpful; they were great people.

Roxanne Banda thanked Mayor Weiers and all the Councilmembers for their support. She said this was a great honor for her family.

Councilmember Aldama thanked the community for supporting this. He expressed his gratitude to Vice Mayor Hugh for his help, support and participation in this issue. He said Mr. Banda volunteered 54 years and gave so much to the children. She thanked the Banda family for sharing Mr. Banda with the residents of the city. He said the family should be extremely proud of what Mr. Banda did for this community.

Councilmember Chavira said it was great to see the city and the community come together in support of this issue.

Mayor Weiers said he was glad the community has recognized a truly great citizen. He told the Banda family Mr. Banda was an amazing man.

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

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

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

**20.     [15-568](#)     ANNEXATION (AN) APPLICATION AN-198 FRYE (PUBLIC HEARING REQUIRED)**

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

Mr. Froke said this item was to conduct a public hearing on the blank annexation petition in the Loop 303 corridor. This is application AN-198 and the area is 55 acres of vacant land on the east side of Loop 303 at the Maryland Avenue alignment. He explained the Frye family wishes to eventually develop a business park on this land. He said staff is also reviewing a rezoning application which would bring the property from A-1 Agricultural to M-1 Light Industrial, which would allow the business park. Staff recommends approval to the future annexation.

Councilmember Aldama said this property is west of 115th Avenue, so the city does not provide any water or sewer services.

Mr. Froke said that is correct. This area would probably be serviced by Epcor for water and sewer. He said staff will continue to work on this with the Frye family.

Mayor Weiers opened the public hearing.

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

## **NEW BUSINESS**

**21.     [15-581](#)     AUTHORIZATION TO ENTER INTO A REPRESENTATION AGREEMENT WITH BEACON SPORTS CAPITAL PARTNERS, LLC, AND APPROVE THE EXPENDITURE OF FUNDS**

Staff Contact: Richard A. Bowers, Acting City Manager

Mr. Bowers said this item was a request to enter into an agreement with Beacon Sports Capital Partners, LLC to provide representation for the city in an RFP process, which includes assistance in soliciting offers and negotiating a new arena management agreement for the future lease and management of the city-owned Gila River Arena. In 2013, the city entered into an agreement with Beacon Sports Capital Partners to provide services related to procuring an arena manager. The city subsequently entered into an agreement with IceArizona to manage the arena. In July 2015, the city approved the addendum to the professional management and services lease agreement and this agreement indicated the city would have the option to replace the current arena manager after June 30, 2016. Due to the complexities of soliciting qualified vendors, changing the

arena management structure and the impact of events scheduled well in advance, time is of the essence and the city desires to have a contract in place by January 2016. Beacon Sports specializes in the professional sports industry and related businesses. Beacon has completed over \$2 billion in sports and non-sports projects. An agreement with terms favorable to the city that provides sustainable events for the long term will benefit the city and the community at large. The hourly rate for services is \$400 per hour, plus reimbursable expenses and upon execution of the agreement a \$25,000 retainer will be paid and be applied toward the hourly rate of services rendered. The costs of these services will be charged to arena events and funds are available due to the amended lease agreement.

Gary Hirsch, a Cactus resident, said it is déjà vu all over again. He said the city had the same opportunity in 2013 and confidential details were disclosed by Councilmember Sherwood two days after an Executive session to discuss the original agreement. He provided a timeline of what has transpired with the arena management agreement over the last several years. He said he would like the Council to pass this item and do it right this time.

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

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

#### **REQUEST FOR FUTURE WORKSHOP AND EXECUTIVE SESSION**

**A motion was made by Vice Mayor Hugh, seconded by Councilmember Turner, to hold the next regularly scheduled City Council workshop on Tuesday, September 15, 2015, at 1:30 p.m. in room B-3 of the City Council Chambers, to be followed by an Executive Session pursuant to A.R.S. 38-461.03. The motion carried by the following vote:**

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

#### **COUNCIL COMMENTS AND SUGGESTIONS**

Councilmember Aldama thanked Mr. Strunk and staff for the work they did on Item 10 tonight. He also invited everyone to join city staff and Valley Metro for a meeting on transportation, including the light rail, to be held on September 17, 2015 from 6 to 9 p.m. at Isaac Imes School gymnasium, 6625 North 56th Avenue. He said his next mobile office hours will be held on October 5, 2015 due to the Labor Day holiday. He said the location will be announced soon.

Councilmember Chavira spoke about a baby that had been put in a trash can and abandoned. He said the baby was buried today and was named Jonah Haven. He spoke about the Safe Haven program and the wonderful burial they gave to the child. He thanked Chief Black and Chief DeChant for the firefighters and police officers, Mayor Weiers and the Councilmembers that showed up for the funeral. He spoke about the chaplain that provided the service and the hardships he has faced. He asked everyone to

remember the Safe Haven program to save any unwanted child.

Councilmember Sherwood thanked Detective Roger Geisler for solving a 37 year old cold case. He said his semi-annual district meeting is going to be held October 1st and they will discuss Envision 2040, the general plan that will be voted on next August and the transportation plan as well as public works. He said the meeting will be held at Thunderbird Management School.

Councilmember Tolmachoff said it was nice to hear the story about Coach Banda. She said every person has the ability to change the community.

Councilmember Turner reminded residents about the citywide information code enforcement meeting on September 16th from 6:30 to 8 p.m. at the Glendale Main Library at 5959 W. Brown Street. He said there will be presentations from city staff that include examples of neighborhood code violations related to property maintenance, abandoned vehicles, and garage sales. He said there will be discussions on how to resolve these violations and when and how to get building permits for home improvement projects. Staff will also be on hand to answer questions and takes code violation reports.

Mayor Weiers spoke about the funeral service and said it was a sad event. He said he was proud to see city staff and the community come together to honor the child. He hoped an event like this doesn't happen again.

## **ADJOURNMENT**

The meeting adjourned at 7:17 p.m.





## Legislation Description

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**File #:** 15-610, **Version:** 1

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

Staff Contact: Brent Stoddard, Director, Intergovernmental Programs

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

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

#### **Arts Commission**

Eva Ndavu	Cactus	Appointment	09/22/2015	08/23/2016
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#### **Aviation Advisory Commission**

Larry Rovey	Yucca	Reappointment	11/24/2015	11/24/2017
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#### **Board of Adjustment**

William Crowley	Yucca	Appointment	09/22/2015	06/30/2017
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#### **Citizens Bicycle Advisory Committee**

Gus Woodman (CTOC Rep.)	Yucca	Appointment	09/22/2015	03/25/2017
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## Legislation Description

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**File #: 15-661, Version: 1**

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### **PROCLAIM SEPTEMBER 15 THROUGH OCTOBER 15, 2015 AS HISPANIC HERITAGE MONTH**

Staff Contact: John Carnero, Glendale Hispanic Network

Presented By: Office of the Mayor

Accepted By: Micki Nunez, Glendale Community Development Advisory  
Committee Member

### **Purpose and Recommended Action**

This is a request for City Council to proclaim September 15 through October 15, 2015 as Hispanic Heritage Month. This month will be a time for Glendale citizens to celebrate, learn, and reflect on the innumerable contributions Hispanic Americans have made to our nation, our state, and our city.

Ms. Micki Nunez, Glendale Community Development Advisory Committee Member, will be accepting the proclamation for Hispanic Heritage Month.

### **Background**

Americans whose ancestors came from Mexico, Spain, the Caribbean, Central America, and South America have played an integral role in the growth and development of our nation. From the founding of St. Augustine, the oldest continuously inhabited European-formed settlement in the United States, to the establishment of Tubac Presidio, the oldest continuously inhabited European-formed settlement in Arizona, the historic impact of Hispanic Americans on our nation and region has been a long lasting benefit. In 1968, Hispanic Heritage Week was recognized by President Johnson and later expanded by President Reagan in 1988 to cover a 30-day period from September 15 through October 15. During this window of time, numerous Latin American countries celebrate their independence days.

### **Previous Related Council Action**

The City Council has proclaimed Hispanic Heritage Month in the City of Glendale consistently in years past.

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

Proclaiming September 15 through October 15, 2015 as Hispanic Heritage Month benefits the city and the community as it demonstrates Glendale's commitment towards recognizing and celebrating the contributions, culture, and histories of all individuals who have helped develop and improve our nation and community.



## Legislation Description

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**File #:** 15-608, **Version:** 1

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### **PROCLAIM OCTOBER 2015 AS FIRE PREVENTION MONTH**

Staff Contact: Chris DeChant, Interim Fire Chief

Presented By: Office of the Mayor

Accepted By: Mr. Kim Bushong, Retired Glendale Deputy Fire Marshal and  
CERT Volunteer

### **Purpose and Recommended Action**

This is a request for City Council to proclaim October 2015 as Fire Prevention Month in Glendale and present the proclamation to Retired Glendale Deputy Fire Marshal and Citizen Emergency Response Team (CERT) Volunteer, Mr. Kim Bushong.

Mr. Bushong was chosen to be this year's proclamation recipient because he has spent the past 44 years keeping the Luke Air Force Base and the city of Glendale safe through his fire prevention, education, and inspection efforts.

### **Background**

The National Fire Protection Association (NFPA) has designated October 4-10, 2015, as National Fire Prevention Week with the theme, "Hear the Beep Where You Sleep: Every Bedroom Needs a Working Smoke Alarm." Each year Fire Prevention Month is proclaimed in Glendale to remind everyone of the importance of fire safety.

Fire safety education for citizens is a priority in the city of Glendale. In 2014, the Glendale Fire Department provided over 105 fire safety presentations to over 800 youth and 300 adults.

Some of the fire safety programs provided by the Glendale Fire Department to the community include: home escape planning, kitchen safety, smoke alarm tips, general home fire safety, and youth fire-setter intervention and prevention programs. Citizens are encouraged to visit the Fire Department's web page at [www.glendaleaz.com/fire](http://www.glendaleaz.com/fire) <<http://www.glendaleaz.com/fire>> for more information, or contact the Fire Department's Community Services Public Educator at 623-930-4483 to schedule a fire safety presentation.

### **Previous Related Council Action**

Council has proclaimed Fire Prevention Month in Glendale since 1997.



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

<b>FOR DLIC USE ONLY</b>	
Event Date(s):	
Event time start/end:	
CSR:	
License:	

**APPLICATION FOR SPECIAL EVENT LICENSE**  
 Fee= \$25.00 per day for 1-10 days (consecutive)  
 A service fee of \$25.00 will be charged for all dishonored checks (A.R.S. § 44-6852)

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

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

**SECTION 1** Name of Organization: GCPA Foundation

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

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

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

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

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

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

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

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

**SECTION 7** Location of the Event: DeVry University

Address of Location: 6751 N. Sunset Blvd, Suite 104, Glendale Maricopa AZ 85305  
Street City COUNTY State Zip

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

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

1. Applicant: Lenox Nancy Jane [REDACTED]  
Last First Middle Date of Birth

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

3. Applicant's home/cell phone: [REDACTED] Applicant's business phone: (623) 572-3300

4. Applicant's email address: [REDACTED]

**SECTION 10**

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

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

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

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

Name Upward for Children & Families Percentage: 75%

Address 6306 N 7th St Phoenix AZ 85014

Name GCPA Foundation Percentage: 25%

Address PO Box 8032, Glendale AZ 85312-8032

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

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

0 Number of Police 1 Number of Security Personnel  Fencing  Barriers

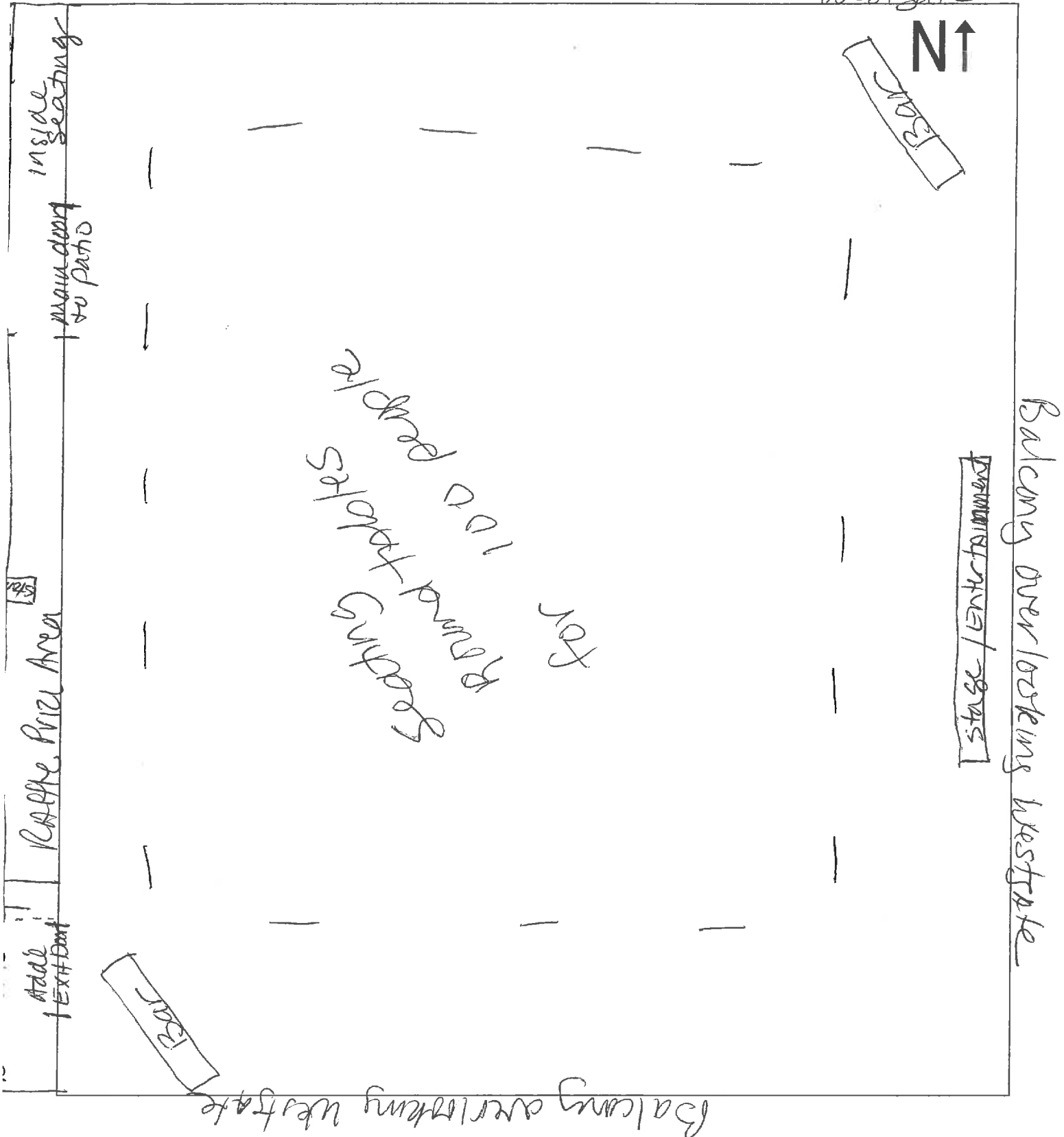
Explanation: \_\_\_\_\_  
 Alcohol will be served on the patio/balcony area on the 3rd floor. Only exit from building is on first floor and there will be a security guard at that location.

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

	Date	Day of Week	Event Start Time AM/PM	License End Time AM/PM
DAY 1:	<u>10/3/15</u>	<u>Saturday</u>	<u>6 p.m.</u>	<u>10 p.m.</u>
DAY 2:	_____	_____	_____	_____
DAY 3:	_____	_____	_____	_____
DAY 4:	_____	_____	_____	_____
DAY 5:	_____	_____	_____	_____
DAY 6:	_____	_____	_____	_____
DAY 7:	_____	_____	_____	_____
DAY 8:	_____	_____	_____	_____
DAY 9:	_____	_____	_____	_____
DAY 10:	_____	_____	_____	_____

# Glendale Ave

**SECTION 12** License premises diagram. The licensed premises for your special event is the area in which you are authorized to sell, dispense or serve alcoholic beverages under the provisions of your license. The following space is to be used to prepare a diagram of your special event licensed premises. Please show dimensions, serving areas, fencing, barricades, or other control measures and security position. **Patio Area = 3200 sq ft** Balcony overlooks Westgate

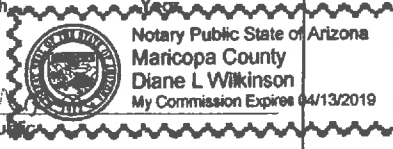


**SECTION 13** To be completed only by an Officer, Director or Chairperson of the organization named in Section 1.

I, Nancy Jane Lenox declare that I am an OFFICER, DIRECTOR, or CHAIRPERSON  
(Print Full Name)  
 appointing the applicant listed in Section 9, to apply on behalf of the foregoing organization for a Special Event  
 Liquor License.

X Nancy Jane Lenox Vice President 8/6/15 602-568-6202  
(Signature) Title/ Position Date Phone #

The foregoing instrument was acknowledged before me this 6<sup>th</sup> August 2015  
Day Month Year  
 State Arizona County of Maricopa

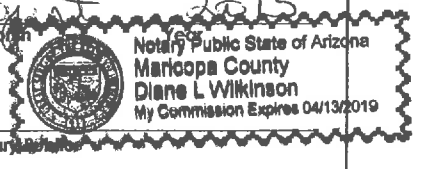
My Commission Expires on: 4/13/2019 Diane L Wilkinson  
Date Signature of Notary Public  


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

I, Nancy Jane Lenox declare that I am the APPLICANT filing this application as  
(Print Full Name)  
 listed in Section 9. I have read the application and the contents and all statements are true, correct and  
 complete.

X Nancy Jane Lenox Vice President 8/6/15 602-568-6202  
(Signature) Title/ Position Date Phone #

The foregoing instrument was acknowledged before me this 6<sup>th</sup> August 2015  
Day Month Year  
 State Arizona County of Maricopa

My Commission Expires on: 4/13/2019 Diane L Wilkinson  
Date Signature of Notary Public  


Please contact the local governing board for additional application requirements and submission deadlines. Additional  
 licensing fees may also be required before approval may be granted. For more information, please contact your local  
 jurisdiction: [http://www.azliquor.gov/assets/documents/homepage\\_docs/spec\\_event\\_links.pdf](http://www.azliquor.gov/assets/documents/homepage_docs/spec_event_links.pdf).

**SECTION 15** Local Governing Body Approval Section

I, \_\_\_\_\_ recommend  APPROVAL  DISAPPROVAL  
(Government Official) (Title)

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

FOR DEPARTMENT OF LIQUOR LICENSES AND CONTROL USE ONLY

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

**A.R.S. § 41-1030. Invalidity of rules not made according to this chapter; prohibited agency action; prohibited acts by state employees; enforcement; notice**  
 B. An agency shall not base a licensing decision in whole or in part on a licensing requirement or condition that is not specifically authorized by statute, rule or state tribal gaming compact. A general grant of authority in statute does not constitute a basis for imposing a licensing requirement or condition unless a rule is made pursuant to that general grant of authority that specifically authorizes the requirement or condition.  
 D. THIS SECTION MAY BE ENFORCED IN A PRIVATE CIVIL ACTION AND RELIEF MAY BE AWARDED AGAINST THE STATE. THE COURT MAY AWARD REASONABLE ATTORNEY FEES, DAMAGES AND ALL FEES ASSOCIATED WITH THE LICENSE APPLICATION TO A PARTY THAT PREVAILS IN AN ACTION AGAINST THE STATE FOR A VIOLATION OF THIS SECTION.  
 E. A STATE EMPLOYEE MAY NOT INTENTIONALLY OR KNOWINGLY VIOLATE THIS SECTION. A VIOLATION OF THIS SECTION IS CAUSE FOR DISCIPLINARY ACTION OR DISMISSAL PURSUANT TO THE AGENCY'S ADOPTED PERSONNEL POLICY.  
 F. THIS SECTION DOES NOT ABROGATE THE IMMUNITY PROVIDED BY SECTION 12-820.01 OR 12-820.02.

15-146

# GLENDALE POLICE DEPARTMENT

## Liquor Application Worksheet

Date: 08-12-15

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

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

Application Type: **New License**

Definition: New License

Business Name: **GCPA Foundation**

Business Address: **P.O.Box 8032, Glendale, AZ 85312 (Event at DeVry University Westgate 6751 N. Sunset Blvd. Suite-104)**

### Applicant/s Information

Name: **Lenox, Nancy**

Name:

Name:

Name:

### Background investigation of applicant/s completed.

Calls for Service History:	Call history for location beginning: 8/12/2014	Other Suites	New ownership call history beginning:
Liquor Related		8	
Vice Related			
Drug Related		2	
Fights / Assaults		22	
Robberies		1	
Burglary / Theft		37	
911 calls			
Trespassing		8	
Accidents		13	
Fraud / Forgery		4	
Threats		1	
Criminal damage		5	
Other non-criminal*		63	
Other criminal		7	
<b>Total calls for service</b>	<b>0</b>	<b>171</b>	<b>N/A</b>

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



**GLENDALE POLICE DEPARTMENT**  
Liquor Application Worksheet

**Applicant Background Synopsis:**

All proceeds from this event go to the GCPA Foundation and Upward for Children and Families.

Event is scheduled for 10-03-15 (Sat).

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

**Current License Holder:**

N/A

**Location History:**

No significant Calls for Service history at this location.

**Special Concerns:**

None found

**Background investigation complete:**

Police Department recommendation has No Cause for Denial.

		Date
Investigating Officer – M. Ervin	<u>M. ERVIN</u>	<u>8-13-14</u>
CID Lieutenant or Commander	_____	_____
Deputy City Attorney	_____	_____
Chief of Police or designee	<u>R. S. [Signature]</u>	<u>8-13-15</u>



## Legislation Description

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**File #: 15-574, Version: 1**

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**APPROVE SPECIAL EVENT LIQUOR LICENSE, GLENDALE CIVIC PRIDE AMBASSADORS FOUNDATION**

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

**Purpose and Recommended Action**

This is a request for City Council to recommend approval to the Arizona Department of Liquor Licenses and Control of a special event liquor license for the Glendale Civic Pride Ambassadors Foundation, submitted by Nancy Jane Lenox. The event will be held at DeVry University located at 6751 North Sunset Boulevard, Suite 104 on Saturday, October 3, 2015, from 6 p.m. to 10 p.m. The purpose of this special event liquor license is for fundraising at the 2015 Musical Mystery Tour.

**Background Summary**

DeVry University is zoned PAD (Planned Area Development) and located in the Yucca District. If this application is approved, the total number of days expended at this location will be one of the allowed 12 days per calendar year. Under the provisions of A.R.S. § 4-203.02, the Arizona Department of Liquor Licenses and Control may issue a special event liquor license only if the Council recommends approval of such license.

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



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

<b>FOR DLIC USE ONLY</b>	
Event Date(s):	
Event time start/end:	
CSR:	
License:	

**APPLICATION FOR SPECIAL EVENT LICENSE**  
 Fee= \$25.00 per day for 1-10 days (consecutive)  
 A service fee of \$25.00 will be charged for all dishonored checks (A.R.S. § 44-6852)

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

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

**SECTION 1** Name of Organization: GCPA Foundation

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

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

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

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

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

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

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

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

**SECTION 7** Location of the Event: DeVry University

Address of Location: 6751 N. Sunset Blvd, Suite 104, Glendale Maricopa AZ 85305  
Street City COUNTY State Zip

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

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

1. Applicant: Lenox Nancy Jane [REDACTED]  
Last First Middle Date of Birth

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

3. Applicant's home/cell phone: [REDACTED] Applicant's business phone: (623) 572-3300

4. Applicant's email address: [REDACTED]

**SECTION 10**

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

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

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

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

Name Upward for Children & Families Percentage: 75%

Address 6306 N 7th St Phoenix AZ 85014

Name GCPA Foundation Percentage: 25%

Address PO Box 8032, Glendale AZ 85312-8032

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

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

0 Number of Police 1 Number of Security Personnel  Fencing  Barriers

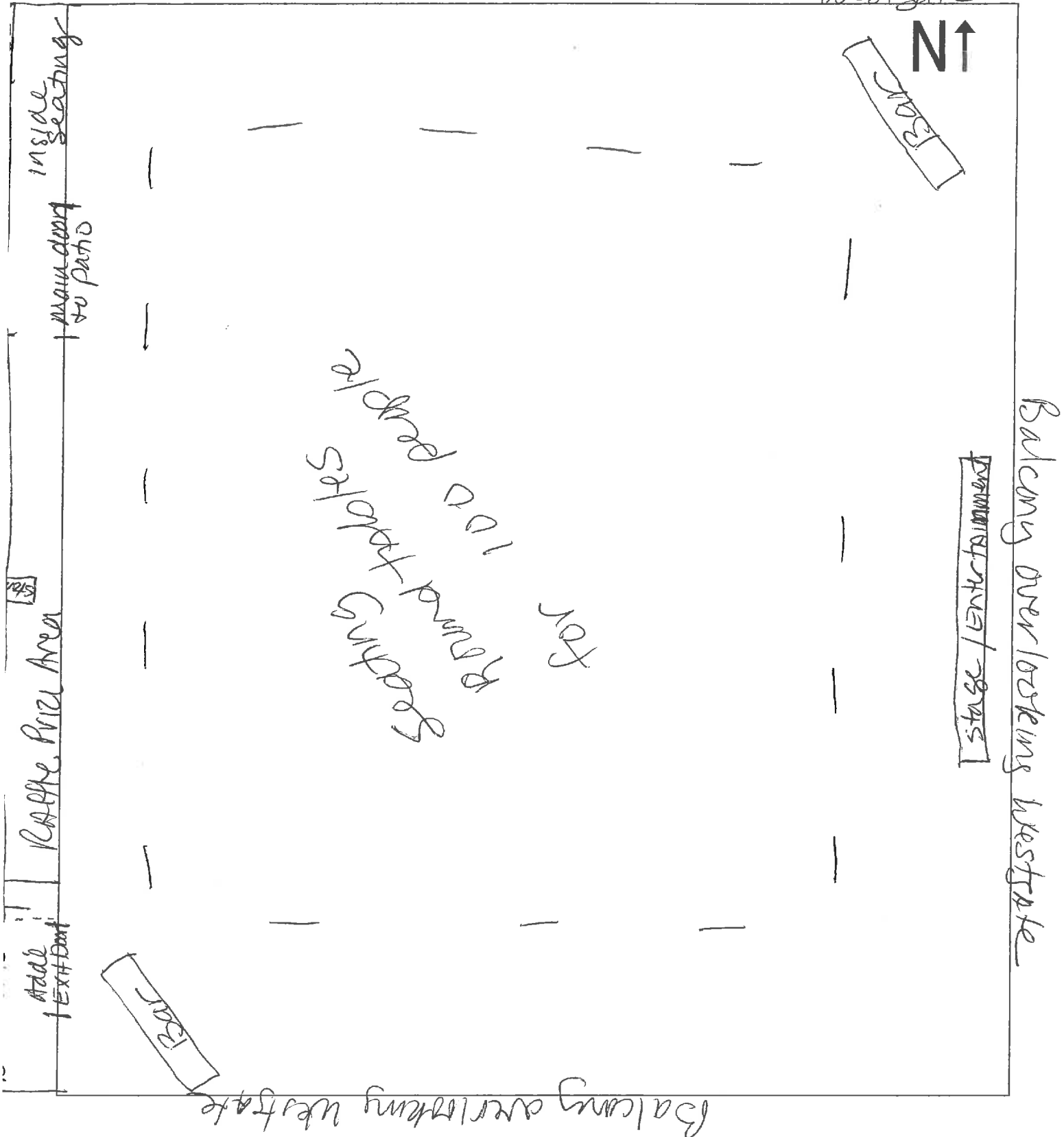
Explanation: Alcohol will be served on the patio/balcony area on the 3rd floor. Only exit from building is on first floor and there will be a security guard at that location.

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

	Date	Day of Week	Event Start Time AM/PM	License End Time AM/PM
DAY 1:	<u>10/3/15</u>	<u>Saturday</u>	<u>6 p.m.</u>	<u>10 p.m.</u>
DAY 2:	_____	_____	_____	_____
DAY 3:	_____	_____	_____	_____
DAY 4:	_____	_____	_____	_____
DAY 5:	_____	_____	_____	_____
DAY 6:	_____	_____	_____	_____
DAY 7:	_____	_____	_____	_____
DAY 8:	_____	_____	_____	_____
DAY 9:	_____	_____	_____	_____
DAY 10:	_____	_____	_____	_____

# Glendale Ave

**SECTION 12** License premises diagram. The licensed premises for your special event is the area in which you are authorized to sell, dispense or serve alcoholic beverages under the provisions of your license. The following space is to be used to prepare a diagram of your special event licensed premises. Please show dimensions, serving areas, fencing, barricades, or other control measures and security position. **Patio Area = 3200 sq ft** Balcony overlooks Westgate

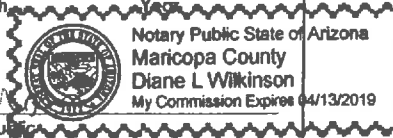


**SECTION 13** To be completed only by an Officer, Director or Chairperson of the organization named in Section 1.

I, Nancy Jane Lenox declare that I am an OFFICER, DIRECTOR, or CHAIRPERSON  
(Print Full Name)  
appointing the applicant listed in Section 9, to apply on behalf of the foregoing organization for a Special Event  
Liquor License.

X Nancy Jane Lenox Vice President 8/6/15 602-568-6202  
(Signature) Title/ Position Date Phone #

The foregoing instrument was acknowledged before me this 6<sup>th</sup> August 2015  
Day Month Year  
State Arizona County of Maricopa


My Commission Expires on: 4/13/2019 Diane L Wilkinson  
Date Signature of Notary Public  


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

I, Nancy Jane Lenox declare that I am the APPLICANT filing this application as  
(Print Full Name)  
listed in Section 9. I have read the application and the contents and all statements are true, correct and  
complete.

X Nancy Jane Lenox Vice President 8/6/15 602-568-6202  
(Signature) Title/ Position Date Phone #

The foregoing instrument was acknowledged before me this 6<sup>th</sup> August 2015  
Day Month Year  
State Arizona County of Maricopa

My Commission Expires on: 4/13/2019 Diane L Wilkinson  
Date Signature of Notary Public  


Please contact the local governing board for additional application requirements and submission deadlines. Additional licensing fees may also be required before approval may be granted. For more information, please contact your local jurisdiction: [http://www.azliquor.gov/assets/documents/homepage\\_docs/spec\\_event\\_links.pdf](http://www.azliquor.gov/assets/documents/homepage_docs/spec_event_links.pdf).

**SECTION 15** Local Governing Body Approval Section

I, \_\_\_\_\_ recommend  APPROVAL  DISAPPROVAL  
(Government Official) (Title)

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

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

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

**A.R.S. § 41-1030. Invalidity of rules not made according to this chapter; prohibited agency action; prohibited acts by state employees; enforcement; notice**

B. An agency shall not base a licensing decision in whole or in part on a licensing requirement or condition that is not specifically authorized by statute, rule or state tribal gaming compact. A general grant of authority in statute does not constitute a basis for imposing a licensing requirement or condition unless a rule is made pursuant to that general grant of authority that specifically authorizes the requirement or condition.

D. THIS SECTION MAY BE ENFORCED IN A PRIVATE CIVIL ACTION AND RELIEF MAY BE AWARDED AGAINST THE STATE. THE COURT MAY AWARD REASONABLE ATTORNEY FEES, DAMAGES AND ALL FEES ASSOCIATED WITH THE LICENSE APPLICATION TO A PARTY THAT PREVAILS IN AN ACTION AGAINST THE STATE FOR A VIOLATION OF THIS SECTION.

E. A STATE EMPLOYEE MAY NOT INTENTIONALLY OR KNOWINGLY VIOLATE THIS SECTION. A VIOLATION OF THIS SECTION IS CAUSE FOR DISCIPLINARY ACTION OR DISMISSAL PURSUANT TO THE AGENCY'S ADOPTED PERSONNEL POLICY.

F. THIS SECTION DOES NOT ABROGATE THE IMMUNITY PROVIDED BY SECTION 12-820.01 OR 12-820.02.

15-146

# GLENDALE POLICE DEPARTMENT

## Liquor Application Worksheet

Date: 08-12-15

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

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

Application Type: **New License**

Definition: New License

Business Name: **GCPA Foundation**

Business Address: **P.O.Box 8032, Glendale, AZ 85312 (Event at DeVry University Westgate 6751 N. Sunset Blvd. Suite-104)**

### Applicant/s Information

Name: **Lenox, Nancy**

Name:

Name:

Name:

### Background investigation of applicant/s completed.

Calls for Service History:	Call history for location beginning: 8/12/2014	Other Suites	New ownership call history beginning:
Liquor Related		8	
Vice Related			
Drug Related		2	
Fights / Assaults		22	
Robberies		1	
Burglary / Theft		37	
911 calls			
Trespassing		8	
Accidents		13	
Fraud / Forgery		4	
Threats		1	
Criminal damage		5	
Other non-criminal*		63	
Other criminal		7	
<b>Total calls for service</b>	<b>0</b>	<b>171</b>	<b>N/A</b>

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

**GLENDALE POLICE DEPARTMENT**  
Liquor Application Worksheet

**Applicant Background Synopsis:**

All proceeds from this event go to the GCPA Foundation and Upward for Children and Families.

Event is scheduled for 10-03-15 (Sat).

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

**Current License Holder:**

N/A

**Location History:**

No significant Calls for Service history at this location.

**Special Concerns:**

None found

**Background investigation complete:**

Police Department recommendation has No Cause for Denial.

		Date
Investigating Officer – M. Ervin	<u>M. ERVIN</u>	<u>8-13-14</u>
CID Lieutenant or Commander	_____	_____
Deputy City Attorney	_____	_____
Chief of Police or designee	<u>R. S. [Signature]</u>	<u>8-13-15</u>





## Legislation Description

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**File #: 15-575, Version: 1**

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**APPROVE SPECIAL EVENT LIQUOR LICENSE, SUN LAKES BREAKFAST LIONS FOUNDATION**

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

**Purpose and Recommended Action**

This is a request for City Council to recommend approval to the Arizona Department of Liquor Licenses and Control of a special event liquor license for the Sun Lakes Breakfast Lions Foundation, submitted by Robert J. Scully. The event will be held at Sahuaro Ranch Park located at 9802 North 59<sup>th</sup> Avenue on Friday, October 23, Saturday, October 24 and Sunday, October 25, 2015 from 10 a.m. to 5 p.m. The purpose of this special event liquor license is for fundraising at the Wild Western Festival.

**Background Summary**

Sahuaro Ranch Park is zoned A-1 (Agricultural District) and located in the Barrel District. If this application is approved, the total number of days expended at this location will be three of the allowed 12 days per calendar year. Under the provisions of A.R.S. § 4-203.02, the Arizona Department of Liquor Licenses and Control may issue a special event liquor license only if the Council recommends approval of such license.

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

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

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

**APPLICATION FOR SPECIAL EVENT LICENSE**  
Fee= \$25.00 per day for 1-10 days (consecutive)  
A service fee of \$25.00 will be charged for all dishonored checks (A.R.S. §44-6852)

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

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

**SECTION 1** Name of Organization: SUN LAKES BREAKFAST LIONS FOUNDATION

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

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

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

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

Name of Business	License Number	Phone (include Area Code)
------------------	----------------	---------------------------

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

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

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

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

**SECTION 7** Location of the Event: SAHUARO RANCH PARK-HISTORIC AREA  
Address of Location: 9802 N 59TH AVENUE   GLENDALE   MARICOPA/AZ   85302  
Street   City   County/State   Zip

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

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

1. Applicant: SCULLY   ROBERT   j   [REDACTED]  
Last   First   Middle   Date of Birth

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

3. Applicant's home/cell phone: [REDACTED]   Applicant's business phone: (480) 895-5009

4. Applicant's email address: [REDACTED]

**SECTION 10**

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

Yes  No (If yes, attach explanation.)

2. How many special event licenses have been issued to this location this year? -0-

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

3. Is the organization using the services of a promoter or other person to manage the event?  Yes  No

(If yes, attach a copy of the agreement.)

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

Name DR BUCK PRODUCTIONS Percentage 50  
 Address P. O. BOX 7123 GOODYEAR AZ 85338  
Street City State Zip

Name SUN LAKES BREAKFAST LIONS FOUNDATION Percentage 50  
 Address P. O. BOX 13352 CHANDLER AZ 85248  
Street City State Zip

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

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

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

6. What type of security and control measures will you take to prevent violations of liquor laws at this event?

(List type and number of police/security personnel and type of fencing or control barriers, if applicable.)

Number of Police 10 Number of Security Personnel  Fencing  Barriers

Explanation: There is one Gate entering and exiting and Security personal will be at the gate and on site.

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

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

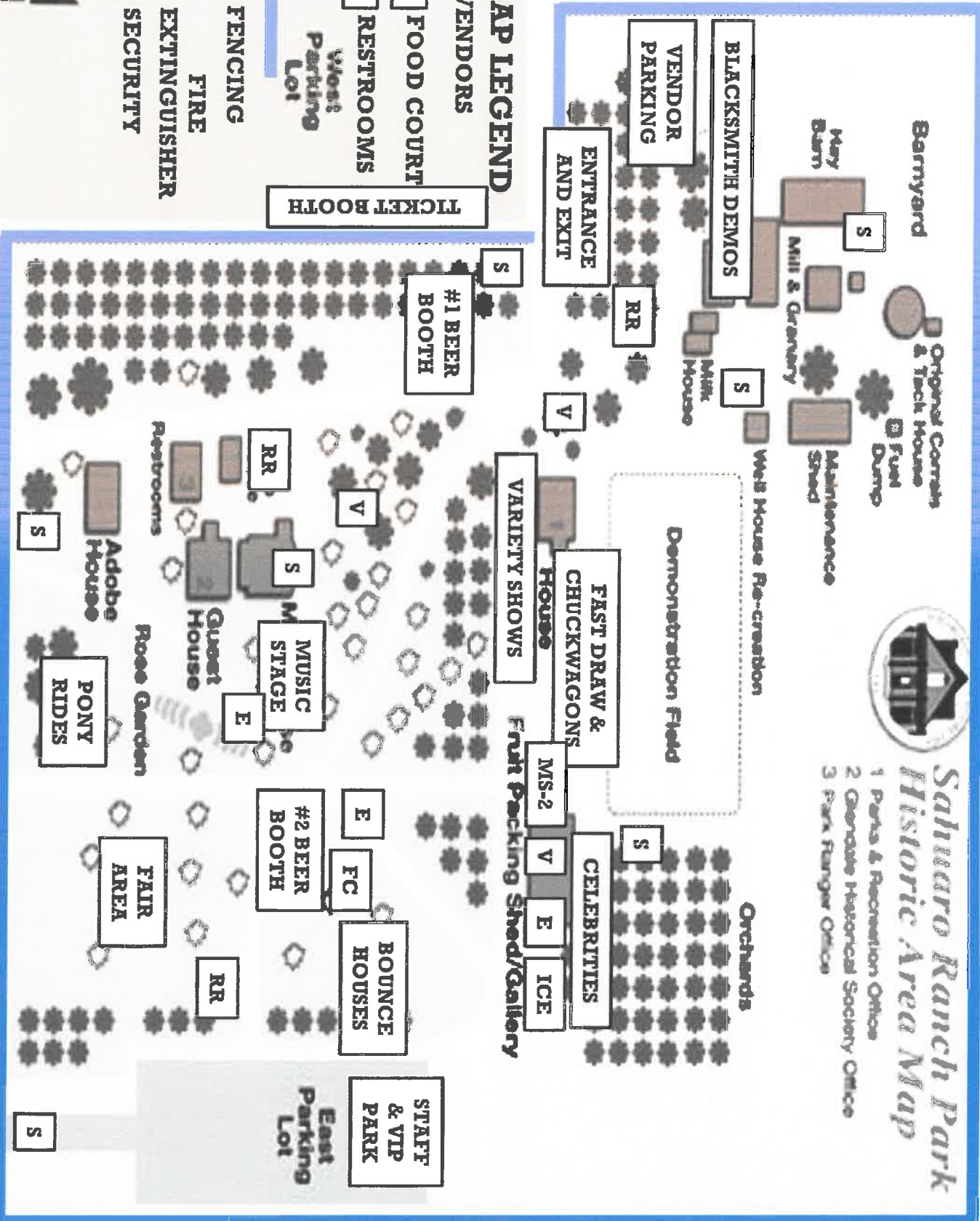
	Date	Day of Week	Event Start Time AM/PM	License End Time AM/PM
DAY 1:	<u>10-23-2015</u>	<u>Friday</u>	<u>10:00 AM</u>	<u>5:00 PM</u>
DAY 2:	<u>10-24-2015</u>	<u>Saturday</u>	<u>10:00 AM</u>	<u>5:00 PM</u>
DAY 3:	<u>10-25-2015</u>	<u>Sunday</u>	<u>10:00 AM</u>	<u>5:00 PM</u>
DAY 4:	_____	_____	_____	_____
DAY 5:	_____	_____	_____	_____
DAY 6:	_____	_____	_____	_____
DAY 7:	_____	_____	_____	_____
DAY 8:	_____	_____	_____	_____
DAY 9:	_____	_____	_____	_____
DAY 10:	_____	_____	_____	_____

# Sahuaro Ranch Park



## Sahuaro Ranch Park Historic Area Map

- 1 Parks & Recreation Office
- 2 Genealogical Historical Society Office
- 3 Park Ranger Office



### MAP LEGEND

- V VENDORS
- FC FOOD COURT
- RR RESTROOMS
- TICKET BOOTH
- 10' FENCING
- E FIRE EXTINGUISHER
- S SECURITY

West  
Parking  
Lot

East  
Parking  
Lot



Map to scale

59TH AVENUE

ENTRANCE

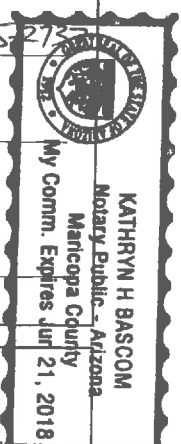
**SECTION 13** This section is to be completed only by an Officer, Director or Chairperson of the organization named in Section 1.

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

X Robert J Scully CHAIRPERSON 480-895-2737  
(Signature) Title/Position Date Phone #

The foregoing instrument was acknowledged before me this 14<sup>th</sup> JULY 2015  
Day Month Year  
State AZ County of MARICOPA

My Commission Expires on: 6/21/18 [Signature]  
Date Signature of Notary Public



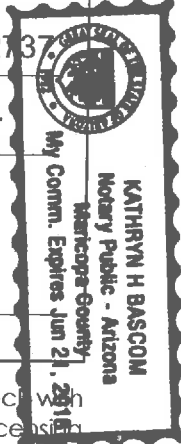
**SECTION 14** This section is to be completed only by the applicant named in Section 9.

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

X Robert J Scully Chairperson 480-895-2737  
(Signature) Title/Position Date Phone #

The foregoing instrument was acknowledged before me this 14<sup>th</sup> JULY 2015  
Day Month Year  
State AZ County of MARICOPA

My Commission Expires on: 6/21/18 [Signature]  
Date Signature of Notary Public



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

**SECTION 15** Local Governing Body Approval Section

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

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

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

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

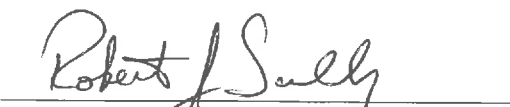
## AGREEMENT

DATED: June 30, 2015

This agreement is made between DR Buck Productions and Sun Lakes Breakfast Lions Foundation. Sun Lakes Breakfast Lion Foundation will sell beer at the Wild Western Festival which will be held on October 23, 24, and 25, 2015 at Sahuaro Ranch Park, located at 9802 N. 59<sup>th</sup> Avenue, Glendale, AZ. It is agreed that the parties above will split 50% of the net profits. This is subject to that all permits and licenses are approved by the City of Glendale and Arizona Department of Liquor Licenses & Control.



DR Buck Montgomery, Owner/Producer  
DR Buck Productions



Robert J. Scully, Co-Chairperson  
Sun Lakes Breakfast Lions Foundation

15-155

# GLENDALE POLICE DEPARTMENT

## Liquor Application Worksheet

Date: 08-26-15

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

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

Application Type: **New License**

Definition: New License

Business Name: **Sun Lakes Breakfast Lions Club**

Business Address: **P.O.Box 13352, Chandler, AZ 85248 (Event at Sahuaro Ranch Park)**

### Applicant/s Information

Name: **Scully, Robert J.**

Name:

Name:

Name:

### Background investigation of applicant/s completed.

Calls for Service History:	Call history for location beginning: 8/26/2014	Other Suites	New ownership call history beginning:
Liquor Related			
Vice Related			
Drug Related	2		
Fights / Assaults	5		
Robberies	1		
Burglary / Theft	5		
911 calls			
Trespassing	3		
Accidents	1		
Fraud / Forgery			
Threats	1		
Criminal damage	3		
Other non-criminal*	66		
Other criminal	1		
<b>Total calls for service</b>	<b>88</b>	<b>N/A</b>	<b>N/A</b>

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

# GLENDALE POLICE DEPARTMENT

## Liquor Application Worksheet

### Applicant Background Synopsis:

All proceeds from this event go to the Sun Lakes Breakfast Lions Club and DR Buck Productions.

Event is scheduled for 10-23-14 (Fri), 10-24-14 (Sat) and 10-25-14 (Sun).

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

### Current License Holder:

N/A

### Location History:

No significant Calls for Service history at this location.

### Special Concerns:

None found

### Background investigation complete:

Police Department recommendation has No Cause for Denial.

		Date
Investigating Officer – M. Ervin	<u>M. ERVIN</u>	<u>8-26-15</u>
CID Lieutenant or Commander	_____	_____
Deputy City Attorney	_____	_____
Chief of Police or designee	<u>[Signature]</u>	<u>8-26-15</u>





## Legislation Description

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**File #: 15-576, Version: 1**

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**APPROVE SPECIAL EVENT LIQUOR LICENSE, CITY OF GLENDALE OFFICE OF SPECIAL EVENTS**

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

**Purpose and Recommended Action**

This is a request for City Council to recommend approval to the Arizona Department of Liquor Licenses and Control of five special event liquor licenses for the City of Glendale Office of Special Events, submitted by Martin L. Dickey. These events will be held in downtown Glendale located at 58<sup>th</sup> Avenue and Glenn Drive. The purpose of these special event liquor licenses is for Glendale Glitters Spectacular Weekend on Friday, November 27 and Saturday, November 28; Glendale's Jingle Bell Rockin Nights on Friday, December 4 and Saturday, December 5; Glendale's Winter Wonderland on Friday, December 11 and Saturday, December 12, 2015; Glendale Glitter & Glow Block Party on Saturday, January 9, 2016; and Glendale's Chocolate Affaire on Friday, February 5, Saturday, February 6 and Sunday, February 7, 2016.

**Background Summary**

Downtown Glendale is zoned C-2 (General Commercial) and located in the Ocotillo District. Under the provisions of A.R.S. § 4-203.02, it allows for an unlimited number of special event liquor licenses to be issued at locations controlled by the city, therefore, the allowed 12 days per calendar year does not apply to these special event liquor license applications. Under the provisions of A.R.S. § 4-203.02, the Arizona Department of Liquor Licenses and Control may issue a special event liquor license only if the Council recommends approval of such license.

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

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

FOR DLLC USE ONLY

Event date(s):

Event time start/end:

**APPLICATION FOR SPECIAL EVENT LICENSE**

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

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

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

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

**SECTION 1** Name of Organization: City of Glendale

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

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

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

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

- Yes  No

Name of Business

License Number

Phone (include Area Code)

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

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

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

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

**SECTION 7** Location of the Event: 58th Ave and Glenn Drive

Address of Location: 5850 W Glendale Ave Glendale Maricopa/AZ 85301  
Street City County/State Zip

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

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

1. Applicant: Dickey Martin L [REDACTED]  
Last First Middle Date of Birth

2. Applicant's mailing address: 5850 W Glendale Ave Glendale AZ 85301  
Street City State Zip

3. Applicant's home/cell phone: [REDACTED] Applicant's business phone: (623) 930-3077

4. Applicant's email address: [REDACTED]

10/17/14

Page 1 of 4

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

**SECTION 10**

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

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

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

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

Name	<u>City of Glendale</u>	Percentage	<u>50%</u>	
Address	<u>5850 W Glendale Ave</u>	<u>Glendale</u>	<u>AZ</u>	<u>85301</u>
	<small>Street</small>	<small>City</small>	<small>State</small>	<small>Zip</small>
Name	<u>Civic Pride Ambassadors</u>	Percentage	<u>50%</u>	
Address	<u>PO Box 8032</u>	<u>Glendale</u>	<u>AZ</u>	<u>85312</u>
	<small>Street</small>	<small>City</small>	<small>State</small>	<small>Zip</small>

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

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

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

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

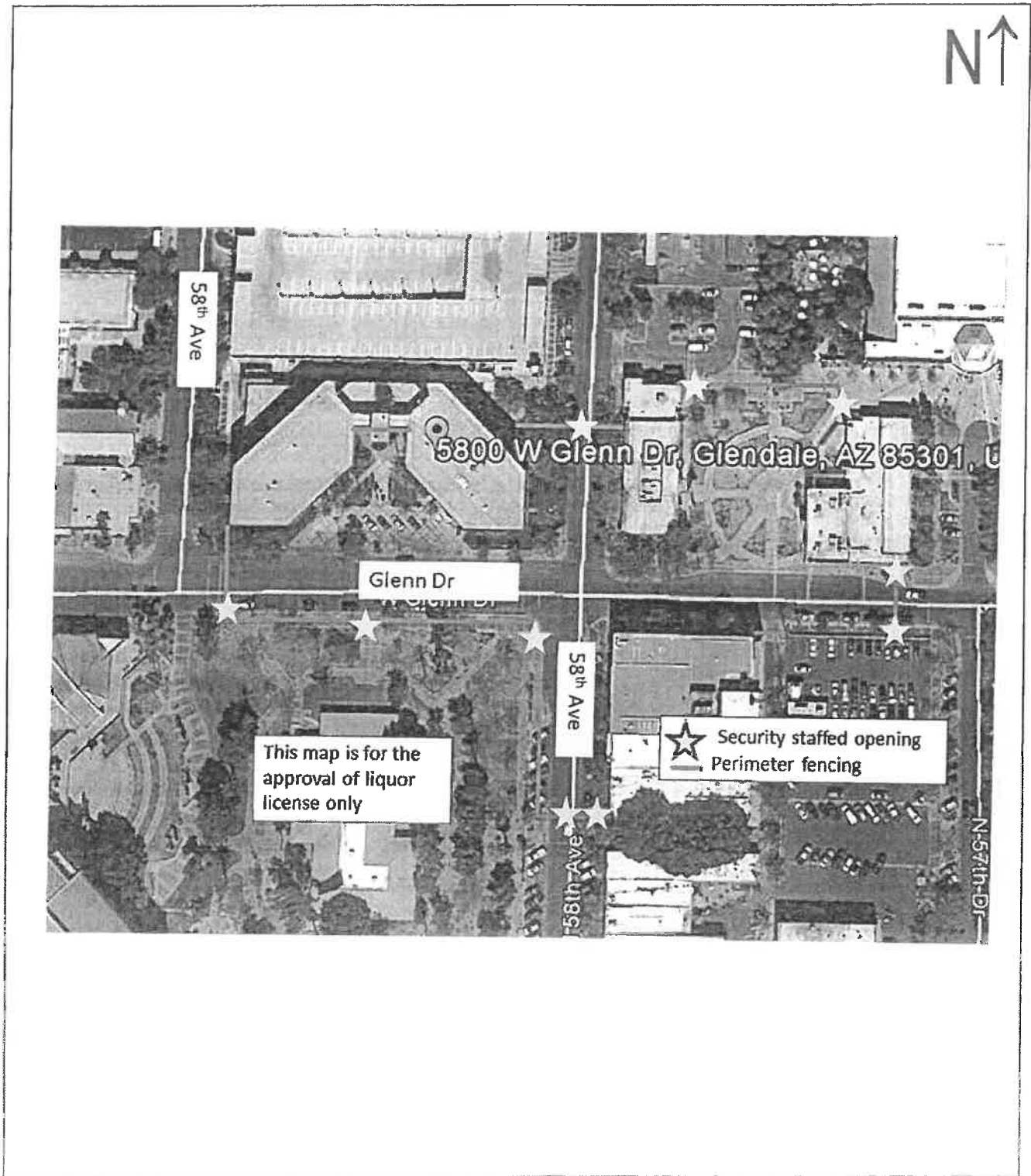
4 Number of Police 10 Number of Security Personnel  Fencing  Barriers

Explanation: \_\_\_\_\_  
3' high fencing will enclose designated beer garden and exits will be staffed by security and patrolled by Police

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

	<b>Date</b>	<b>Day of Week</b>	<b>Event Start Time AM/PM</b>	<b>License End Time AM/PM</b>
DAY 1:	<u>November 27, 2015</u>	<u>Friday</u>	<u>5:00 PM</u>	<u>10:00 PM</u>
DAY 2:	<u>November 28, 2015</u>	<u>Saturday</u>	<u>5:00 PM</u>	<u>10:00 PM</u>
DAY 3:	_____	_____	_____	_____
DAY 4:	_____	_____	_____	_____
DAY 5:	_____	_____	_____	_____
DAY 6:	_____	_____	_____	_____
DAY 7:	_____	_____	_____	_____
DAY 8:	_____	_____	_____	_____
DAY 9:	_____	_____	_____	_____
DAY 10:	_____	_____	_____	_____

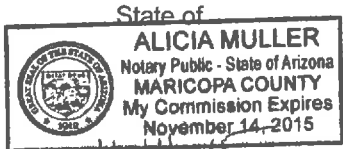
**SECTION 12** License premises diagram. The licensed premises for your special event is the area in which you are authorized to sell, dispense or serve alcoholic beverages under the provisions of your license. The following space is to be used to prepare a diagram of your special event licensed premises.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



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

18. I, Joe Hengemuehler declare that I am an Officer/Director/Chairperson appointing the applicant listed in Question 6, to apply on behalf of the foregoing organization for a Special Event Liquor License.

X [Signature] Interim Communications Director \_\_\_\_\_ ( )  
(Signature) (Title/Position) (Date) (Phone #)



State of Arizona County of Maricopa  
The foregoing instrument was acknowledged before me this  
6 Day August Month 2015 Year

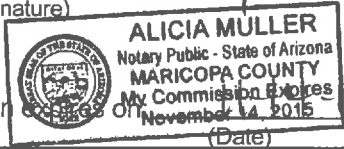
My Commission expires on: 11-14-15  
(Date)

[Signature]  
(Signature of NOTARY PUBLIC)

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

19. I, Martin Dickey declare that I am the APPLICANT filing this application as listed in Question 6. I have read the application and the contents and all statements are true, correct and complete.

X [Signature] State of Arizona County of Maricopa  
(Signature) The foregoing instrument was acknowledged before me this



6 Day August Month 2015 Year

My commission expires on: \_\_\_\_\_  
(Date)

[Signature]  
(Signature of NOTARY PUBLIC)

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

**LOCAL GOVERNING BODY APPROVAL SECTION**

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

**FOR DLLC DEPARTMENT USE ONLY**

Department Comment Section:  
\_\_\_\_\_  
(Employee) (Date)

APPROVED  DISAPPROVED BY: \_\_\_\_\_  
\_\_\_\_\_  
(Title) (Date)

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

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

**APPLICATION FOR SPECIAL EVENT LICENSE**  
Fee= \$25.00 per day for 1-10 days (consecutive)  
A service fee of \$25.00 will be charged for all dishonored checks (A.R.S. §44-6852)

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

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

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

Name of Business License Number Phone (include Area Code)

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

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

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Last First Middle Date of Birth

2. Applicant's mailing address: 5850 W Glendale Ave Glendale AZ 85301  
Street City State Zip

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4. Applicant's email address: [REDACTED]

**SECTION 10**

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

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

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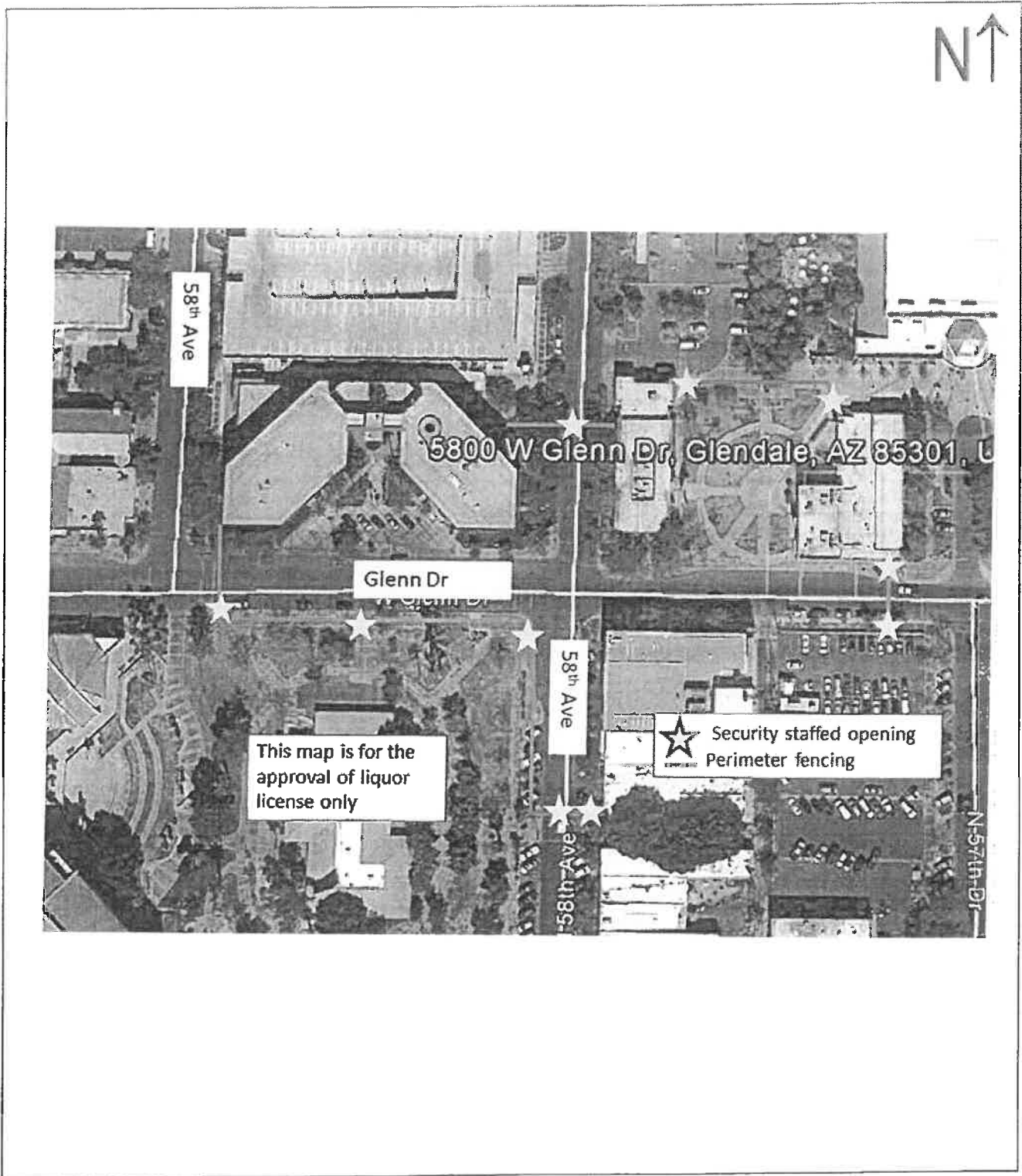
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Explanation: \_\_\_\_\_  
3' high fencing will enclose designated beer garden and exits will be staffed by security and patrolled by Police

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

	<b>Date</b>	<b>Day of Week</b>	<b>Event Start Time AM/PM</b>	<b>License End Time AM/PM</b>
DAY 1:	<u>December 4, 2015</u>	<u>Friday</u>	<u>6:00 PM</u>	<u>10:00 PM</u>
DAY 2:	<u>December 5, 2015</u>	<u>Saturday</u>	<u>6:00 PM</u>	<u>10:00 PM</u>
DAY 3:	_____	_____	_____	_____
DAY 4:	_____	_____	_____	_____
DAY 5:	_____	_____	_____	_____
DAY 6:	_____	_____	_____	_____
DAY 7:	_____	_____	_____	_____
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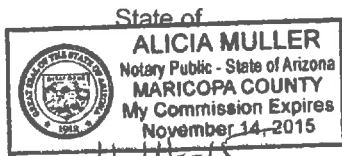




**THIS SECTION TO BE COMPLETED ONLY BY AN OFFICER, DIRECTOR OR CHAIRPERSON OF THE ORGANIZATION NAMED IN QUESTION #1**

18. I, Joe Hengemuehler declare that I am an **Officer/Director/Chairperson** appointing the applicant listed in Question 6, to apply on behalf of the foregoing organization for a Special Event Liquor License.

X *Joe Hengemuehler* Interim Communications Director \_\_\_\_\_ ( )  
(Signature) (Title/Position) (Date) (Phone #)



State of Arizona County of Maricopa  
The foregoing instrument was acknowledged before me this  
6 August 2015  
Day Month Year

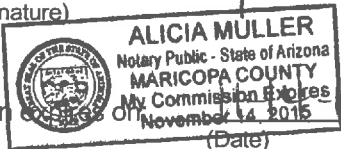
My Commission expires on: 11-14-15  
(Date)

*Alicia Muller*  
(Signature of NOTARY PUBLIC)

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X *Martin Dickey* State of Arizona County of Maricopa  
(Signature) The foregoing instrument was acknowledged before me this



6 August 2015  
Day Month Year  
*Alicia Muller*  
(Signature of NOTARY PUBLIC)

My commission expires on: 11-14-15  
(Date)

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(Government Official) (Title)  
on behalf of \_\_\_\_\_  
(City, Town or County) (Signature of OFFICIAL) (Date)

**FOR DLLC DEPARTMENT USE ONLY**

Department Comment Section:

\_\_\_\_\_  
(Employee) (Date)

APPROVED  DISAPPROVED BY: \_\_\_\_\_  
(Title) (Date)

Arizona Department of Liquor Licenses and Control  
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Phoenix AZ 85007-2934  
www.azliquor.gov  
(602) 542-5141

FOR DLLC USE ONLY

Event date(s):

Event time start/end:

**APPLICATION FOR SPECIAL EVENT LICENSE**

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- Yes  No

Name of Business

License Number

Phone (include Area Code)

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Address of Location: 5850 W Glendale Ave Glendale Maricopa, AZ 85301  
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Last First Middle Date of Birth

2. Applicant's mailing address: 5850 W Glendale Ave Glendale AZ 85301  
Street City State Zip

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4. Applicant's email address: [REDACTED]

10/17/14

Page 1 of 4

Individuals requiring ADA accommodations call (602)542-9027

**SECTION 10**

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

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

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

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

Name	<u>City of Glendale</u>	Percentage	<u>50%</u>	
Address	<u>5850 W Glendale Ave</u>	<u>Glendale</u>	<u>AZ</u>	<u>85301</u>
	Street	City	State	Zip
Name	<u>Civic Pride Ambassadors</u>	Percentage	<u>50%</u>	
Address	<u>PO Box 8032</u>	<u>Glendale</u>	<u>AZ</u>	<u>85312</u>
	Street	City	State	Zip

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

**Note: ALL ALCOHOLIC BEVERAGE SALES MUST BE FOR CONSUMPTION AT THE EVENT SITE ONLY.**  
"NO ALCOHOLIC BEVERAGES SHALL LEAVE SPECIAL EVENT UNLESS THEY ARE IN AUCTION SEALED CONTAINERS OR THE SPECIAL EVENT LICENSE IS STACKED WITH WINE /CRAFT DISTILLERY FESTIVAL LICENSE"

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

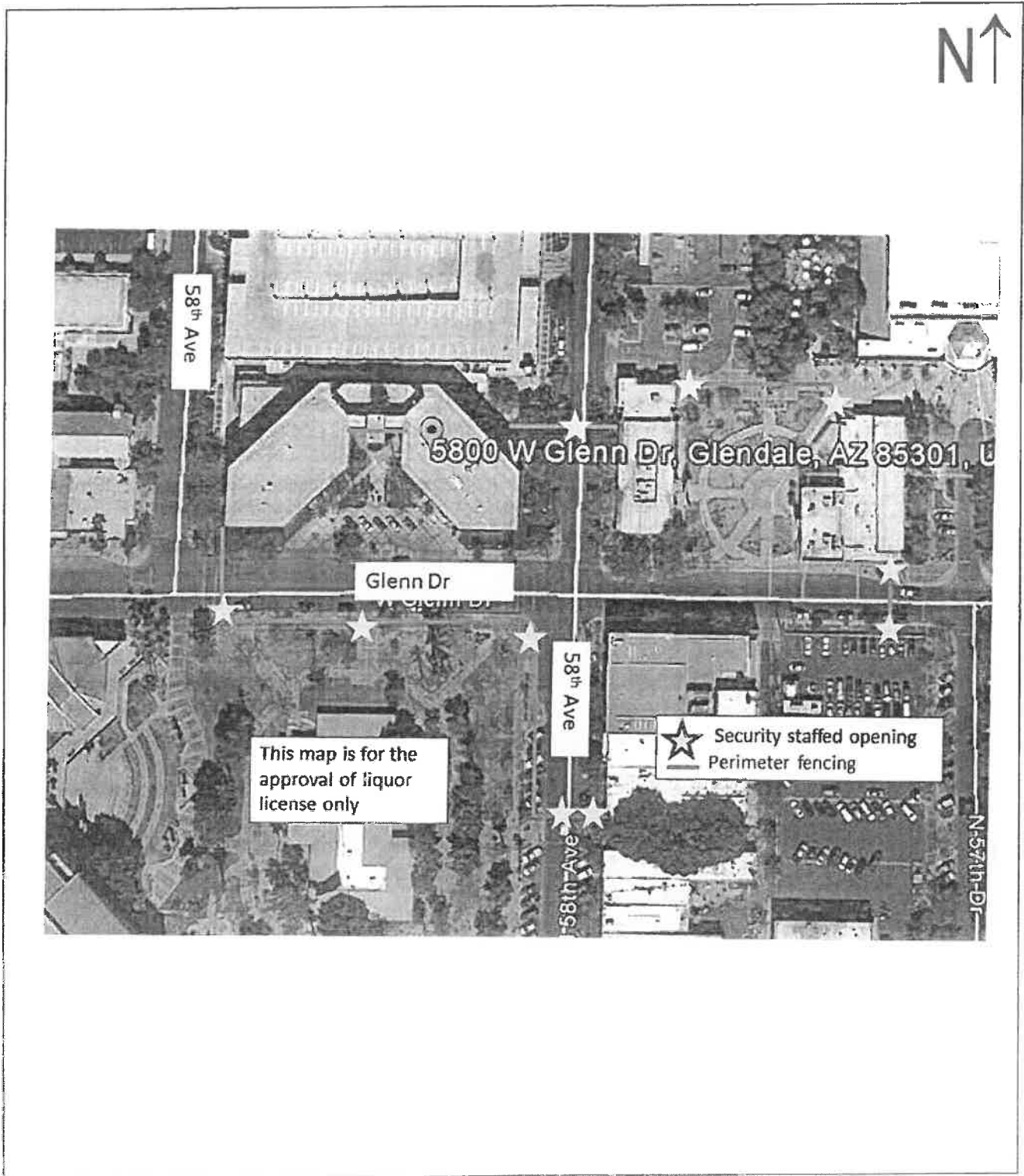
4 Number of Police 10 Number of Security Personnel  Fencing  Barriers

Explanation: \_\_\_\_\_  
3' high fencing will enclose designated beer garden and exits will be staffed by security and patrolled by Police

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

	Date	Day of Week	Event Start Time AM/PM	License End Time AM/PM
DAY 1:	<u>December 11, 2015</u>	<u>Friday</u>	<u>6:00 PM</u>	<u>10:00 PM</u>
DAY 2:	<u>December 12, 2015</u>	<u>Saturday</u>	<u>6:00 PM</u>	<u>10:00 PM</u>
DAY 3:	_____	_____	_____	_____
DAY 4:	_____	_____	_____	_____
DAY 5:	_____	_____	_____	_____
DAY 6:	_____	_____	_____	_____
DAY 7:	_____	_____	_____	_____
DAY 8:	_____	_____	_____	_____
DAY 9:	_____	_____	_____	_____
DAY 10:	_____	_____	_____	_____

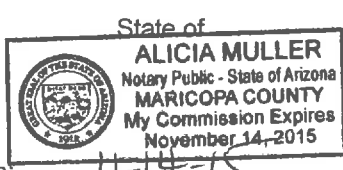
**SECTION 12** License premises diagram. The licensed premises for your special event is the area in which you are authorized to sell, dispense or serve alcoholic beverages under the provisions of your license. The following space is to be used to prepare a diagram of your special event licensed premises.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



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

18. I, Joe Hengemuehler declare that I am an Officer/Director/Chairperson appointing the applicant listed in Question 6, to apply on behalf of the foregoing organization for a Special Event Liquor License.

X [Signature] Interim Communications Director \_\_\_\_\_ (Date) \_\_\_\_\_ (Phone #) \_\_\_\_\_  
 (Signature) (Title/Position)



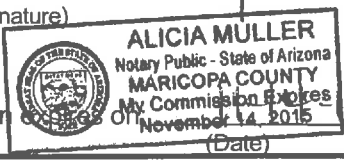
State of Arizona County of Maricopa  
 The foregoing instrument was acknowledged before me this 6 Day August Month 2015 Year  
[Signature]  
 (Signature of NOTARY PUBLIC)

My Commission expires on: 11-14-15 (Date)

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

19. I, Martin Dickey declare that I am the APPLICANT filing this application as listed in Question 6. I have read the application and the contents and all statements are true, correct and complete.

X [Signature] State of Arizona County of Maricopa  
 The foregoing instrument was acknowledged before me this \_\_\_\_\_ Day \_\_\_\_\_ Month \_\_\_\_\_ Year  
 (Signature)



6 Day August Month 2015 Year  
[Signature]  
 (Signature of NOTARY PUBLIC)

My commission expires on: 11-14-15 (Date)

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

**LOCAL GOVERNING BODY APPROVAL SECTION**

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

**FOR DLLC DEPARTMENT USE ONLY**

Department Comment Section:  
 \_\_\_\_\_  
 \_\_\_\_\_ (Employee) \_\_\_\_\_ (Date)

APPROVED  DISAPPROVED BY: \_\_\_\_\_  
 \_\_\_\_\_ (Title) \_\_\_\_\_ (Date)

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

FOR DLLC USE ONLY

Event date(s):

Event time start/end:

**APPLICATION FOR SPECIAL EVENT LICENSE**

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

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

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

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

**SECTION 1** Name of Organization: City of Glendale

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

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

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

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

Yes  No

Name of Business

License Number

Phone (include Area Code)

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

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

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

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

**SECTION 7** Location of the Event: 58th Ave and Glenn Drive

Address of Location: 5850 W Glendale Ave Glendale Maricopa AZ 85301  
Street City County/State Zip

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

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

1. Applicant: Dickey Martin L [REDACTED]  
Last First Middle Date of Birth

2. Applicant's mailing address: 5850 W Glendale Ave Glendale AZ 85301  
Street City State Zip

3. Applicant's home/cell phone: [REDACTED] Applicant's business phone: (623) 930-3077

4. Applicant's email address: [REDACTED]

10/17/14

Page 1 of 4

Individuals requiring ADA accommodations call (602)542-9027

**SECTION 10**

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

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

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

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

Name	<u>City of Glendale</u>	Percentage	<u>50%</u>
Address	<u>5850 W Glendale Ave</u>	<u>Glendale</u>	<u>AZ</u> <u>85301</u>
	<small>Street</small>	<small>City</small>	<small>State</small> <small>Zip</small>
Name	<u>Civic Pride Ambassadors</u>	Percentage	<u>50%</u>
Address	<u>PO Box 8032</u>	<u>Glendale</u>	<u>AZ</u> <u>85312</u>
	<small>Street</small>	<small>City</small>	<small>State</small> <small>Zip</small>

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

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

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

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

4 Number of Police 10 Number of Security Personnel  Fencing  Barriers

Explanation: \_\_\_\_\_  
3' high fencing will enclose designated beer garden and exits will be staffed by security and patrolled by Police

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

	<b>Date</b>	<b>Day of Week</b>	<b>Event Start Time AM/PM</b>	<b>License End Time AM/PM</b>
DAY 1:	<u>January 9, 2016</u>	<u>Saturday</u>	<u>4:00 PM</u>	<u>10:00 PM</u>
DAY 2:	_____	_____	_____	_____
DAY 3:	_____	_____	_____	_____
DAY 4:	_____	_____	_____	_____
DAY 5:	_____	_____	_____	_____
DAY 6:	_____	_____	_____	_____
DAY 7:	_____	_____	_____	_____
DAY 8:	_____	_____	_____	_____
DAY 9:	_____	_____	_____	_____
DAY 10:	_____	_____	_____	_____

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

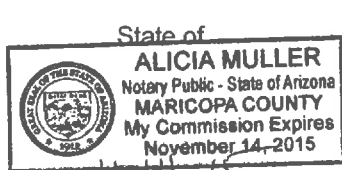




**THIS SECTION TO BE COMPLETED ONLY BY AN OFFICER, DIRECTOR OR CHAIRPERSON OF THE ORGANIZATION NAMED IN QUESTION #1**

18. I, Joe Hengemuehler declare that I am an **Officer/Director/Chairperson** appointing the applicant listed in Question 6, to apply on behalf of the foregoing organization for a Special Event Liquor License.

X *Joe Hengemuehler* Interim Communications Director \_\_\_\_\_ (Date) \_\_\_\_\_ (Phone #) \_\_\_\_\_  
 (Signature) (Title/Position)



State of Arizona County of Maricopa  
 The foregoing instrument was acknowledged before me this 6 Day August Month 2015 Year

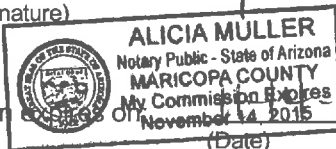
My Commission expires on: 11-14-15 (Date)

*Alicia Muller*  
 (Signature of NOTARY PUBLIC)

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

19. I, Martin Dickey declare that I am the APPLICANT filing this application as listed in Question 6. I have read the application and the contents and all statements are true, correct and complete.

X *Martin Dickey* State of Arizona County of Maricopa  
 (Signature) The foregoing instrument was acknowledged before me this \_\_\_\_\_ (Date) \_\_\_\_\_ (Phone #) \_\_\_\_\_



The foregoing instrument was acknowledged before me this 6 Day August Month 2015 Year

My commission expires on: 11-14-15 (Date)

*Alicia Muller*  
 (Signature of NOTARY PUBLIC)

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

**LOCAL GOVERNING BODY APPROVAL SECTION**

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

**FOR DLLC DEPARTMENT USE ONLY**

Department Comment Section:

\_\_\_\_\_  
 (Employee) (Date)

APPROVED  DISAPPROVED BY: \_\_\_\_\_

\_\_\_\_\_  
 (Title) (Date)

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

FOR DLLC USE ONLY

Event date(s): \_\_\_\_\_

Event time start/end: \_\_\_\_\_

**APPLICATION FOR SPECIAL EVENT LICENSE**  
 Fee= \$25.00 per day for 1-10 days (consecutive)  
 A service fee of \$25.00 will be charged for all dishonored checks (A.R.S. §44-6852)

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

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

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

Name of Business	License Number	Phone (include Area Code)
------------------	----------------	---------------------------

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

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

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

**SECTION 7** Location of the Event: 58th Ave and Glenn Drive

Address of Location: <u>5850 W Glendale Ave</u>	<u>Glendale</u>	<u>Maricopa/AZ</u>	<u>85301</u>
Street	City	County/State	Zip

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

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

1. Applicant: Dickey Martin L [REDACTED]

Last	First	Middle	Date of Birth
------	-------	--------	---------------

2. Applicant's mailing address: 5850 W Glendale Ave Glendale AZ 85301

Street	City	State	Zip
--------	------	-------	-----

3. Applicant's home/cell phone: [REDACTED] Applicant's business phone: (623) 930-3077

4. Applicant's email address: [REDACTED]

**SECTION 10**

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

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

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

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

Name	<u>City of Glendale</u>	Percentage	<u>50%</u>	
Address	<u>5850 W Glendale Ave</u>	<u>Glendale</u>	<u>AZ</u>	<u>85301</u>
	Street	City	State	Zip
Name	<u>Civic Pride Ambassadors</u>	Percentage	<u>50%</u>	
Address	<u>PO Box 8032</u>	<u>Glendale</u>	<u>AZ</u>	<u>85312</u>
	Street	City	State	Zip

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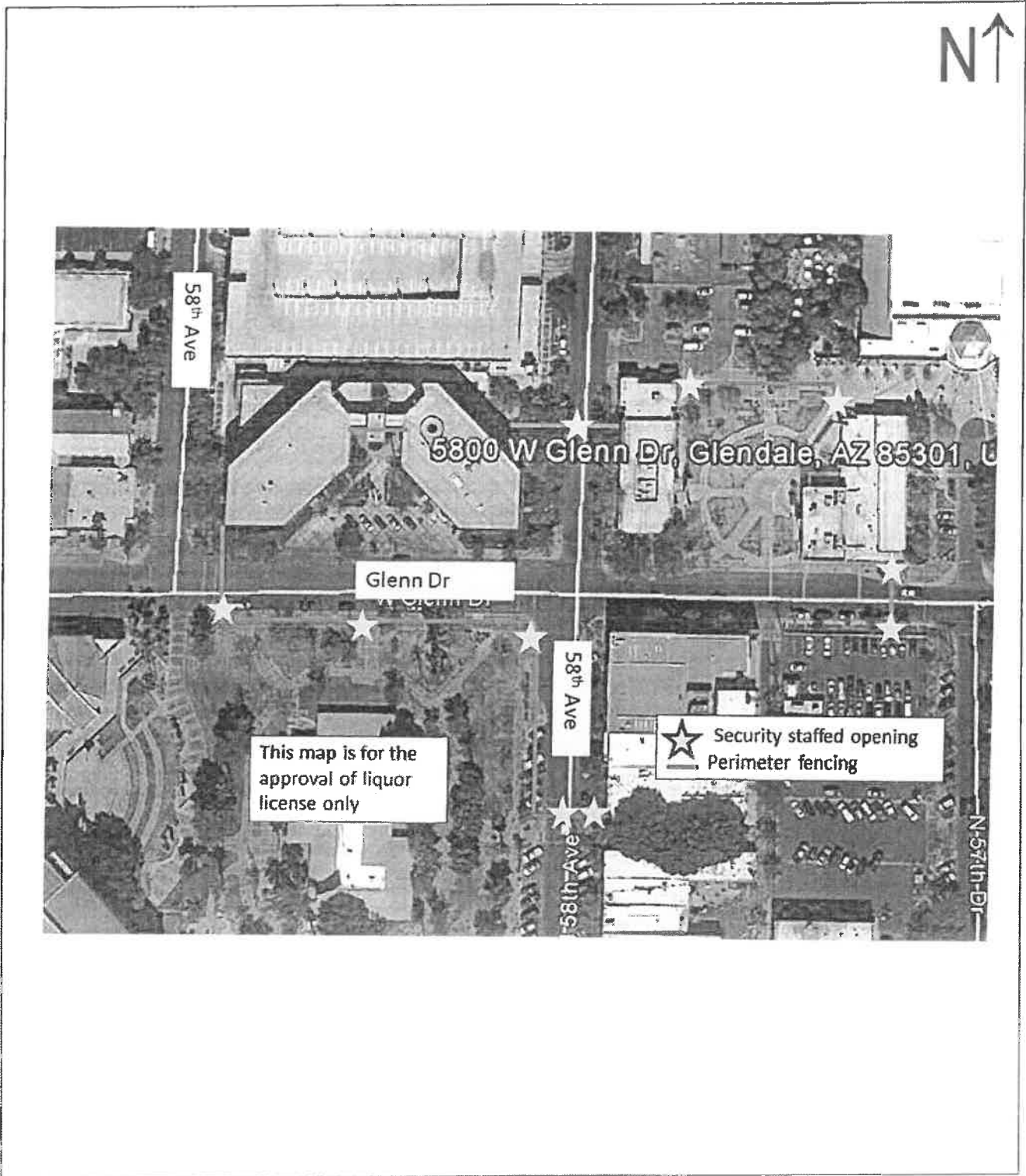
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Explanation: \_\_\_\_\_  
3' high fencing will enclose designated beer garden and exits will be staffed by security and patrolled by Police

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

	Date	Day of Week	Event Start Time AM/PM	License End Time AM/PM
DAY 1:	<u>February 5, 2016</u>	<u>Friday</u>	<u>5:00 PM</u>	<u>10:00 PM</u>
DAY 2:	<u>February 6, 2016</u>	<u>Saturday</u>	<u>10:00 AM</u>	<u>10:00 PM</u>
DAY 3:	<u>February 7, 2016</u>	<u>Sunday</u>	<u>Noon</u>	<u>5:00 PM</u>
DAY 4:	_____	_____	_____	_____
DAY 5:	_____	_____	_____	_____
DAY 6:	_____	_____	_____	_____
DAY 7:	_____	_____	_____	_____
DAY 8:	_____	_____	_____	_____
DAY 9:	_____	_____	_____	_____
DAY 10:	_____	_____	_____	_____

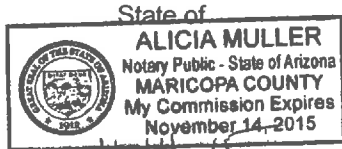
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18. I, Joe Hengemuehler declare that I am an Officer/Director/Chairperson appointing the applicant listed in Question 6, to apply on behalf of the foregoing organization for a Special Event Liquor License.

X *Joe Hengemuehler* Interim Communications Director \_\_\_\_\_ ( )  
 (Signature) (Title/Position) (Date) (Phone #)



State of Arizona County of Maricopa  
 The foregoing instrument was acknowledged before me this  
6 Day August Month 2015 Year

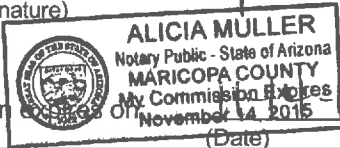
My Commission expires on: 11-14-15  
 (Date)

*Alicia Muller*  
 (Signature of NOTARY PUBLIC)

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

19. I, Martin Dickey declare that I am the APPLICANT filing this application as listed in Question 6. I have read the application and the contents and all statements are true, correct and complete.

X *Martin Dickey* State of Arizona County of Maricopa  
 (Signature) The foregoing instrument was acknowledged before me this



6 Day August Month 2015 Year  
*Alicia Muller*  
 (Signature of NOTARY PUBLIC)

My commission expires on: 11-14-15  
 (Date)

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

**LOCAL GOVERNING BODY APPROVAL SECTION**

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

**FOR DLLC DEPARTMENT USE ONLY**

Department Comment Section:  
 \_\_\_\_\_  
 \_\_\_\_\_ (Employee) \_\_\_\_\_ (Date)

APPROVED  DISAPPROVED BY: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_ (Title) \_\_\_\_\_ (Date)

15-147

# GLENDALE POLICE DEPARTMENT

## Liquor Application Worksheet

Date: 08-13-15

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

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

Application Type: **New License**

Definition: New license

Business Name: **City of Glendale**

Business Address: **5850 W. Glendale Ave**

### Applicant/s Information

Name: **Dickey, Martin L.**

Name:

Name:

Name:

### Background investigation of applicant/s completed.

Calls for Service History:	Call history for location beginning: 8/13/2014	Other Suites	New ownership call history beginning:
Liquor Related			
Vice Related			
Drug Related			
Fights / Assaults			
Robberies			
Burglary / Theft	1		
911 calls	7		
Trespassing	2		
Accidents	1		
Fraud / Forgery	1		
Threats	3		
Criminal damage			
Other non-criminal*	20		
Other criminal	1		
<b>Total calls for service</b>	<b>36</b>	<b>N/A</b>	<b>N/A</b>

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

**GLENDALE POLICE DEPARTMENT**  
Liquor Application Worksheet

**Applicant Background Synopsis:**

Proceeds from this special event go to the City of Glendale and the Civic Pride Ambassadors .

Event is scheduled for 11-27-15 (Fri) and 11-28-15 (Sat) (Glendale Glitters Spectacular Weekend).

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

**Current License Holder:**

N/A

**Location History:**

No significant Calls for Service history at this location.

**Special Concerns:**

None found.

**Background investigation complete:**

Police Department recommendation has No Cause for Denial.

		Date
Investigating Officer – M. Ervin	<u>M. ERVIN</u>	<u>8-13-15</u>
CID Lieutenant or Commander	_____	_____
Deputy City Attorney	_____	_____
Chief of Police or designee	<u>[Signature]</u>	<u>8-14-15</u>

15-148

# GLENDALE POLICE DEPARTMENT

Liquor Application Worksheet

Date: 08-13-15

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

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

Application Type: **New License**

Definition: New license

Business Name: **City of Glendale**

Business Address: **5850 W. Glendale Ave**

### Applicant/s Information

Name: **Dickey, Martin L.**

Name:

Name:

Name:

### Background investigation of applicant/s completed.

Calls for Service History:	Call history for location beginning: 8/13/2014	Other Suites	New ownership call history beginning:
Liquor Related			
Vice Related			
Drug Related			
Fights / Assaults			
Robberies			
Burglary / Theft	1		
911 calls	7		
Trespassing	2		
Accidents	1		
Fraud / Forgery	1		
Threats	3		
Criminal damage			
Other non-criminal*	20		
Other criminal	1		
<b>Total calls for service</b>	<b>36</b>	<b>N/A</b>	<b>N/A</b>

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



**GLENDALE POLICE DEPARTMENT**  
Liquor Application Worksheet

**Applicant Background Synopsis:**

Proceeds from this special event go to the City of Glendale and the Civic Pride Ambassadors .

Event is scheduled for 12-04-15 (Fri) and 12-05-15 (Sat) (Jingle Bell Rockin' Nights).

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

**Current License Holder:**

N/A

**Location History:**

No significant Calls for Service history at this location.

**Special Concerns:**

None found.

**Background investigation complete:**

Police Department recommendation has No Cause for Denial.

		Date
Investigating Officer – M. Ervin	<u>M. ERVIN</u>	<u>8-13-15</u>
CID Lieutenant or Commander	_____	_____
Deputy City Attorney	_____	_____
Chief of Police or designee	<u>R. S. Jones</u>	<u>8-14-15</u>

15-149

# GLENDALE POLICE DEPARTMENT

Liquor Application Worksheet

Date: 08-13-15

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

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

Application Type: **New License**

Definition: New license

Business Name: **City of Glendale**

Business Address: **5850 W. Glendale Ave**

### Applicant/s Information

Name: **Dickey, Martin L.**

Name:

Name:

Name:

### Background investigation of applicant/s completed.

Calls for Service History:	Call history for location beginning: 8/13/2014	Other Suites	New ownership call history beginning:
Liquor Related			
Vice Related			
Drug Related			
Fights / Assaults			
Robberies			
Burglary / Theft	1		
911 calls	7		
Trespassing	2		
Accidents	1		
Fraud / Forgery	1		
Threats	3		
Criminal damage			
Other non-criminal*	20		
Other criminal	1		
<b>Total calls for service</b>	<b>36</b>	<b>N/A</b>	<b>N/A</b>

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

# GLENDALE POLICE DEPARTMENT

## Liquor Application Worksheet

### Applicant Background Synopsis:

Proceeds from this special event go to the City of Glendale and the Civic Pride Ambassadors .

Event is scheduled for 12-11-15 (Fri) and 12-12-15 (Sat) (Winter Wonderland Weekend).

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

### Current License Holder:

N/A

### Location History:

No significant Calls for Service history at this location.

### Special Concerns:

None found.

### Background investigation complete:

Police Department recommendation has No Cause for Denial.

		Date
Investigating Officer – M. Ervin	<u>M. ERVIN</u>	<u>8-13-15</u>
CID Lieutenant or Commander	_____	_____
Deputy City Attorney	_____	_____
Chief of Police or designee	<u>R. S. [Signature]</u>	<u>8-14-15</u>

15-150

# GLENDALE POLICE DEPARTMENT

Liquor Application Worksheet

Date: 08-13-15

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

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

Application Type: **New License**

Definition: New license

Business Name: **City of Glendale**

Business Address: **5850 W. Glendale Ave**

### Applicant/s Information

Name: **Dickey, Martin L.**

Name:

Name:

Name:

### Background investigation of applicant/s completed.

Calls for Service History:	Call history for location beginning: 8/13/2014	Other Suites	New ownership call history beginning:
Liquor Related			
Vice Related			
Drug Related			
Fights / Assaults			
Robberies			
Burglary / Theft	1		
911 calls	7		
Trespassing	2		
Accidents	1		
Fraud / Forgery	1		
Threats	3		
Criminal damage			
Other non-criminal*	20		
Other criminal	1		
Total calls for service	36	N/A	N/A

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

**GLENDALE POLICE DEPARTMENT**  
Liquor Application Worksheet

**Applicant Background Synopsis:**

Proceeds from this special event go to the City of Glendale and the Civic Pride Ambassadors .

Event is scheduled for 01-09-16 (Sat) (Glendale Glitter & Glow Weekend).

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

**Current License Holder:**

N/A

**Location History:**

No significant Calls for Service history at this location.

**Special Concerns:**

None found.

**Background investigation complete:**

Police Department recommendation has No Cause for Denial.

		Date
Investigating Officer – M. Ervin	<u>M. ERVIN</u>	<u>8-13-15</u>
CID Lieutenant or Commander	_____	_____
Deputy City Attorney	_____	_____
Chief of Police or designee	<u>R. S. ...</u>	<u>8-14-15</u>

15-151

# GLENDALE POLICE DEPARTMENT

## Liquor Application Worksheet

Date: 08-13-15

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

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

Application Type: **New License**

Definition: New license

Business Name: **City of Glendale**

Business Address: **5850 W. Glendale Ave**

### Applicant/s Information

Name: **Dickey, Martin L.**

Name:

Name:

Name:

### Background investigation of applicant/s completed.

Calls for Service History:	Call history for location beginning: 8/13/2014	Other Suites	New ownership call history beginning:
Liquor Related			
Vice Related			
Drug Related			
Fights / Assaults			
Robberies			
Burglary / Theft	1		
911 calls	7		
Trespassing	2		
Accidents	1		
Fraud / Forgery	1		
Threats	3		
Criminal damage			
Other non-criminal*	20		
Other criminal	1		
Total calls for service	36	N/A	N/A

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

**GLENDALE POLICE DEPARTMENT**  
Liquor Application Worksheet

**Applicant Background Synopsis:**

Proceeds from this special event go to the City of Glendale and the Civic Pride Ambassadors .

Event is scheduled for 02-05-16 (Fri) 02-06-16 (Sat) 02-07-16 (Sun) (Glendale Chocolate Affaire).

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

**Current License Holder:**

N/A

**Location History:**

No significant Calls for Service history at this location.

**Special Concerns:**

None found.

**Background investigation complete:**

Police Department recommendation has No Cause for Denial.

		Date
Investigating Officer – M. Ervin	<u>M. ERVIN</u>	<u>8-13-15</u>
CID Lieutenant or Commander	_____	_____
Deputy City Attorney	_____	_____
Chief of Police or designee	<u>B. S. J.</u>	<u>8-14-15</u>



## Legislation Description

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**File #:** 15-587, **Version:** 1

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**APPROVE SPECIAL EVENT LIQUOR LICENSE, FIGHTER COUNTRY PARTNERSHIP**

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

**Purpose and Recommended Action**

This is a request for City Council to recommend approval to the Arizona Department of Liquor Licenses and Control of two special event liquor licenses for the Fighter Country Partnership, submitted by Frank Ron Sites. These events will be held at Haus Murphy's located at 5739 West Glendale Avenue on Saturday, October 10, Friday, October 23, and Saturday, October 24, 2015 from 1 p.m. to 10 p.m. The purpose of these special event liquor licenses is for fundraising at Oktoberfest.

**Background Summary**

Haus Murphy's is zoned PR (Pedestrian Retail) and located in the Ocotillo District. If these applications are approved, the total number of days expended at this location will be five of the allowed 12 days per calendar year. Under the provisions of A.R.S. § 4-203.02, the Arizona Department of Liquor Licenses and Control may issue a special event liquor license only if the Council recommends approval of such license.

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



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

FOR DLLC USE ONLY

Event date(s):

Event time start/end:

**APPLICATION FOR SPECIAL EVENT LICENSE**

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

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

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

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

**SECTION 1** Name of Organization: FIBITER COUNTRY PARTNERSHIP

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

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

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

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

- Yes  No

Name of Business

License Number

Phone (include Area Code)

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

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

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

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

**SECTION 7** Location of the Event: Hous Murphy's  
Address of Location: 5739 W Glendale Ave Glendale AZ 85301  
Street City County/State Zip

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

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

1. Applicant: SITES FRANK Row [REDACTED]  
Last First Middle Date of Birth

2. Applicant's mailing address: 500 N. ESTRELLA PKWY STE B2 PMB 479, GOODYEAR, AZ 85333  
City State Zip

3. Applicant's home/cell phone: [REDACTED] Applicant's business phone: (623) 882-2191

4. Applicant's email address: [REDACTED]

**SECTION 10**

- Has the applicant been convicted of a felony, or had a liquor license revoked within the last five (5) years?  
 Yes  No (If yes, attach explanation.)
- How many special event licenses have been issued to this location this year? 0  
 (The number cannot exceed 12 events per year; exceptions under A.R.S. §4-203.02(D).)
- Is the organization using the services of a promoter or other person to manage the event?  Yes  No  
 (If yes, attach a copy of the agreement.)
- List all people and organizations who will receive the proceeds. Account for 100% of the proceeds. The organization applying must receive 25% of the gross revenues of the special event liquor sales. Attach an additional page if necessary.

Name Fighter County Partnership Percentage ~~100%~~ 25%  
 Address 500 N Estrella Pkwy Ste B2 PMB 479 Goodyear 85338  
Street City State Zip

Name Haus Murphy's Percentage 7.5%  
 Address 5739 W Glendale Ave Glendale AZ 85301  
Street City State Zip

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

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

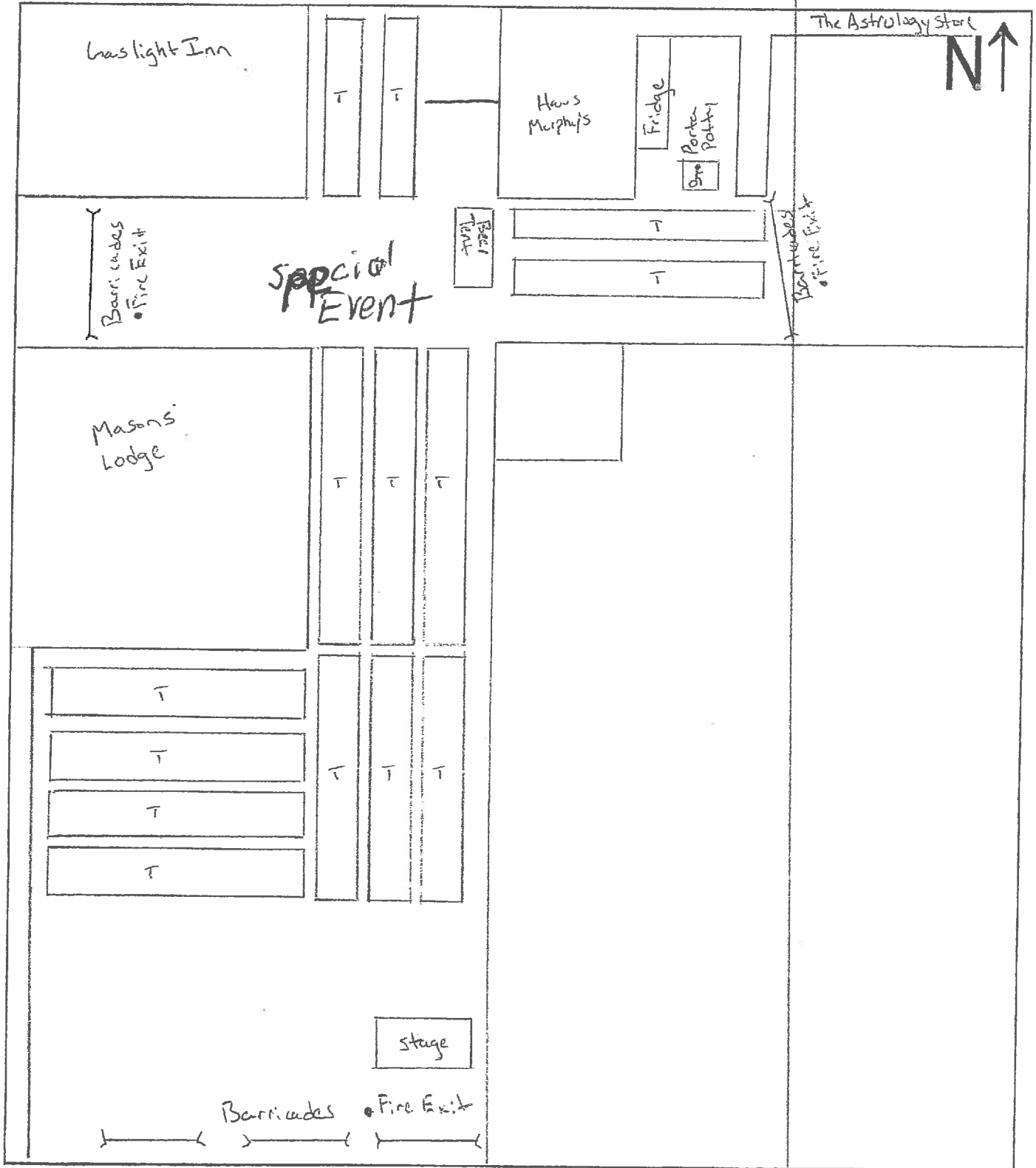
Number of Police 3 Number of Security Personnel  Fencing  Barriers

Explanation: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

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

	Date	Day of Week	Event Start Time AM/PM	License End Time AM/PM
DAY 1:	<u>Oct 15</u>	<u>Sat</u>	<u>1:00 pm</u>	<u>10:00 pm</u>
DAY 2:	_____	_____	_____	_____
DAY 3:	_____	_____	_____	_____
DAY 4:	_____	_____	_____	_____
DAY 5:	_____	_____	_____	_____
DAY 6:	_____	_____	_____	_____
DAY 7:	_____	_____	_____	_____
DAY 8:	_____	_____	_____	_____
DAY 9:	_____	_____	_____	_____
DAY 10:	_____	_____	_____	_____

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




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

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

X [Signature] PRESIDENT 3 AUG 2015 623-882-2191  
(Signature) Title/ Position Date Phone #

The foregoing instrument was acknowledged before me this 3<sup>RD</sup> AUGUST 2015  
Day Month Year  
 State ARIZONA County of MARICOPA

My Commission Expires on: 8-30-2018  
Date

[Signature]  
 Signature of Notary Public  
  
**DEAN J DEWITTE**  
 NOTARY PUBLIC - ARIZONA  
 MARICOPA COUNTY  
 My Commission Expires  
 August 30, 2018

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


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

X [Signature] PRESIDENT 3 AUG 2015 623-882-2191  
(Signature) Title/ Position Date Phone #

The foregoing instrument was acknowledged before me this 3<sup>RD</sup> AUGUST 2015  
Day Month Year

State ARIZONA County of MARICOPA

My Commission Expires on: 8-30-2018  
Date

[Signature]  
 Signature of Notary Public  
  
**DEAN J DEWITTE**  
 NOTARY PUBLIC - ARIZONA  
 MARICOPA COUNTY  
 My Commission Expires  
 August 30, 2018

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

**SECTION 15** Local Governing Body Approval Section

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

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

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

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

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

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

**APPLICATION FOR SPECIAL EVENT LICENSE**  
Fee= \$25.00 per day for 1-10 days (consecutive)  
A service fee of \$25.00 will be charged for all dishonored checks (A.R.S. §44-6852)

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

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

**SECTION 1** Name of Organization: FIGHTER COUNTRY PARTNERSHIP

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

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

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

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

Name of Business: \_\_\_\_\_ License Number: \_\_\_\_\_ Phone (include area code): \_\_\_\_\_

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

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

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

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

**SECTION 7** Location of the Event: Haus Murphy's  
Address of Location: 5739 W Glenholde Ave Glendale AZ 85301  
Street City County/State Zip

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

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

1. Applicant: SITES FRANK ROW \_\_\_\_\_  
Last First Middle Date of Birth

2. Applicant's mailing address: 500 N. ESTRELLA PKWY STE B2 PMB 479, GOODYEAR, AZ 85333  
Street City State Zip

3. Applicant's home/cell phone: \_\_\_\_\_ Applicant's business phone: (623) 882-2191

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

**SECTION 10**

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

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

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

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

Name Fighter Country Partnership Percentage ~~100%~~ 25%  
 Address: 500 N Estrella Pkwy Ste B2 PMB 479 Goodyear AZ 85338  
Street City State Zip

Name Haus Murphy's Percentage 75%  
 Address: 5739 W Glendale Ave Glendale AZ 85301  
Street City State Zip

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

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

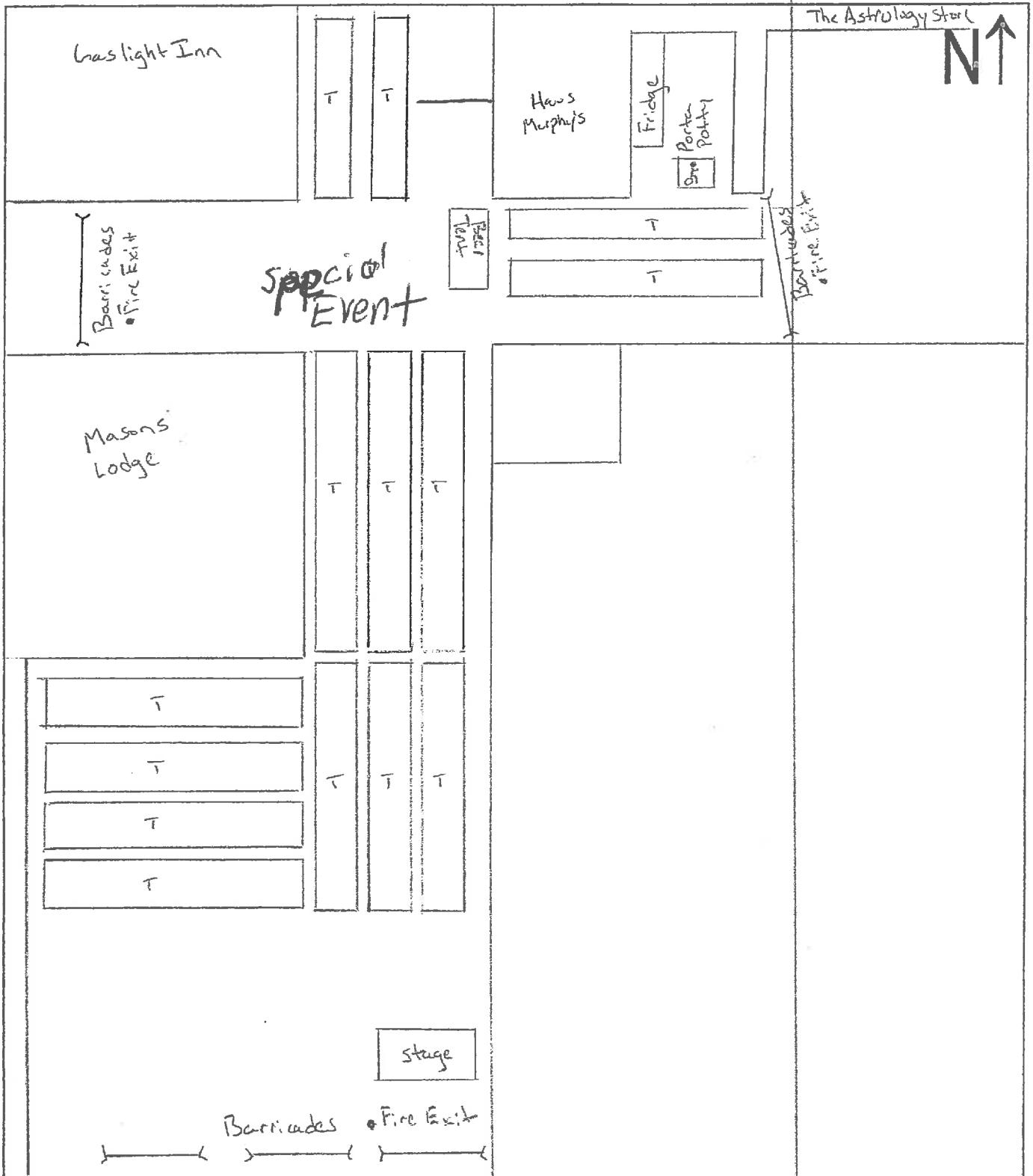
Number of Police 3 Number of Security Personnel 0  Fencing  Barriers

Explanation: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

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

	Date	Day of Week	Event Start Time AM/PM	License End Time AM/PM
DAY 1:	<u>Oct 23<sup>rd</sup> 15</u>	<u>Fri</u>	<u>1:00pm</u>	<u>10:00pm</u>
DAY 2:	<u>Oct 24<sup>th</sup> 15</u>	<u>Sat</u>	<u>1:00pm</u>	<u>10:00pm</u>
DAY 3:	_____	_____	_____	_____
DAY 4:	_____	_____	_____	_____
DAY 5:	_____	_____	_____	_____
DAY 6:	_____	_____	_____	_____
DAY 7:	_____	_____	_____	_____
DAY 8:	_____	_____	_____	_____
DAY 9:	_____	_____	_____	_____
DAY 10:	_____	_____	_____	_____

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



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

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

X [Signature] PRESIDENT 3 Aug 2015 623-882-2191  
(Signature) Title/ Position Date Phone #

The foregoing instrument was acknowledged before me this 3<sup>RD</sup> AUGUST 2015  
Day Month Year

State ARIZONA County of MARICOPA

My Commission Expires on: 8-30-2018  
Date

[Signature]  
Signature of Notary Public  
**DEAN J DEWITTE**  
NOTARY PUBLIC - ARIZONA/  
MARICOPA COUNTY  
My Commission Expires  
August 30, 2018



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

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

X [Signature] PRESIDENT 3 Aug 2015 623-882-2191  
(Signature) Title/ Position Date Phone #

The foregoing instrument was acknowledged before me this 3<sup>RD</sup> AUGUST 2015  
Day Month Year

State ARIZONA County of MARICOPA

My Commission Expires on: 8-30-2018  
Date

[Signature]  
Signature of Notary Public  
**DEAN J DEWITTE**  
NOTARY PUBLIC - ARIZONA/  
MARICOPA COUNTY  
My Commission Expires  
August 30, 2018



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

**SECTION 15** Local Governing Body Approval Section

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

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

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

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



15-157

**GLENDALE POLICE DEPARTMENT**  
Liquor Application Worksheet

Date: 08-25-15

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

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

Application Type: **New License**

Definition: New license

Business Name: **Fighter Country Partnership**

Business Address: **500 N Estrella Parkway, Ste B2, PMB 479 (Event behind Haus Murphy's)**

**Applicant/s Information**

Name: **Sites, Frank Ron**

Name:

Name:

Name:

**Background investigation of applicant/s completed.**

Calls for Service History:	Call history for location beginning: 8/25/2014	Other Suites	New ownership call history beginning:
Liquor Related			
Vice Related			
Drug Related			
Fights / Assaults			
Robberies			
Burglary / Theft			
911 calls			
Trespassing			
Accidents			
Fraud / Forgery			
Threats			
Criminal damage			
Other non-criminal*	4		
Other criminal	1		
<b>Total calls for service</b>	<b>5</b>	<b>N/A</b>	<b>N/A</b>

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

# GLENDALE POLICE DEPARTMENT

## Liquor Application Worksheet

### Applicant Background Synopsis:

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

All proceeds from this Special Event go to Fighter Country Partnership and Haus Murphy's.

Event is scheduled for 10-10-15 (Sat).

### Current License Holder:

N/A

### Location History:

No significant Calls for Service history at this location.

### Special Concerns:

None found

### Background investigation complete:

Police Department recommendation has No Cause for Denial.

		Date
Investigating Officer – M. Ervin	<u>M. ERVIN</u>	<u>8-26-15</u>
CID Lieutenant or Commander	_____	_____
Deputy City Attorney	_____	_____
Chief of Police or designee	<u>[Signature]</u>	<u>8-26-15</u>

15-159

# GLENDALE POLICE DEPARTMENT

## Liquor Application Worksheet

Date: 08-25-15

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

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

Application Type: **New License**

Definition: New license

Business Name: **Fighter Country Partnership**

Business Address: **500 N Estrella Parkway, Ste B2, PMB 479 (Event behind Haus Murphy's)**

### Applicant/s Information

Name: **Sites, Frank Ron**

Name:

Name:

Name:

### Background investigation of applicant/s completed.

Calls for Service History:	Call history for location beginning: 8/25/2014	Other Suites	New ownership call history beginning:
Liquor Related			
Vice Related			
Drug Related			
Fights / Assaults			
Robberies			
Burglary / Theft			
911 calls			
Trespassing			
Accidents			
Fraud / Forgery			
Threats			
Criminal damage			
Other non-criminal*	4		
Other criminal	1		
<b>Total calls for service</b>	<b>5</b>	<b>N/A</b>	<b>N/A</b>

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

**GLENDALE POLICE DEPARTMENT**  
Liquor Application Worksheet

**Applicant Background Synopsis:**

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

All proceeds from this Special Event go to Fighter Country Partnership and Haus Murphy's.

Event is scheduled for 10-23-15 (Fri) and 10-24-15 (Sat).

**Current License Holder:**

N/A

**Location History:**

No significant Calls for Service history at this location.

**Special Concerns:**

None found

**Background investigation complete:**

Police Department recommendation has No Cause for Denial.

		Date
Investigating Officer – M. Ervin	<u>M. ERVIN</u>	<u>8-26-15</u>
CID Lieutenant or Commander	_____	_____
Deputy City Attorney	_____	_____
Chief of Police or designee	<u>[Signature]</u>	<u>8-26-15</u>



## Legislation Description

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**File #: 15-588, Version: 1**

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**APPROVE SPECIAL EVENT LIQUOR LICENSE, OLD BREED DETACHMENT-DEPARTMENT OF ARIZONA MARINE CORPS LEAGUE**

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

**Purpose and Recommended Action**

This is a request for City Council to recommend approval to the Arizona Department of Liquor Licenses and Control of a special event liquor license for the Old Breed Detachment-Department of Arizona Marine Corps League, submitted by Steve J. Domotor. The event will be held at Haus Murphy's located at 5739 West Glendale Avenue on Friday and Saturday, October 16 and 17, 2015, from 1 p.m. to 10 p.m. The purpose of this special event liquor license is for fundraising at Oktoberfest.

**Background Summary**

Haus Murphy's is zoned PR (Pedestrian Retail) and located in the Ocotillo District. If this application is approved, the total number of days expended at this location will be five of the allowed 12 days per calendar year. Under the provisions of A.R.S. § 4-203.02, the Arizona Department of Liquor Licenses and Control may issue a special event liquor license only if the Council recommends approval of such license.

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

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

FOR DLLC USE ONLY

Event date(s):

Event time start/end:

**APPLICATION FOR SPECIAL EVENT LICENSE**

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

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

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

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

**SECTION 1** Name of Organization: OLD BREED DETACHMENT - MARINE CORPS LEAGUE

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

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

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

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

Yes  No

Name of Business

License Number

Phone (include Area Code)

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

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

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

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

**SECTION 7** Location of the Event: HAYS MURPHY'S  
Address of Location: 5739 W. GLENDALE GLENDALE MARICOPA/AZ 85301  
Street City County/State Zip

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

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

1. Applicant: DOMOTOR STEVE J. Last First Middle Date of Birth [REDACTED]

2. Applicant's mailing address: 8530 N. 48th Ave GLENDALE, AZ 85302  
Street City State Zip

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

4. Applicant's email address: [REDACTED]

**SECTION 10**

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

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

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

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

Name OLD BREED DETACHMENT Percentage 25%  
 Address 8530 N. 48<sup>th</sup> LN. GLENDALE, AZ 85302  
Street City State Zip

Name Haus Murphy's Percentage 75%  
 Address 5739 W Glendale Ave Glendale AZ 85301  
Street City State Zip

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

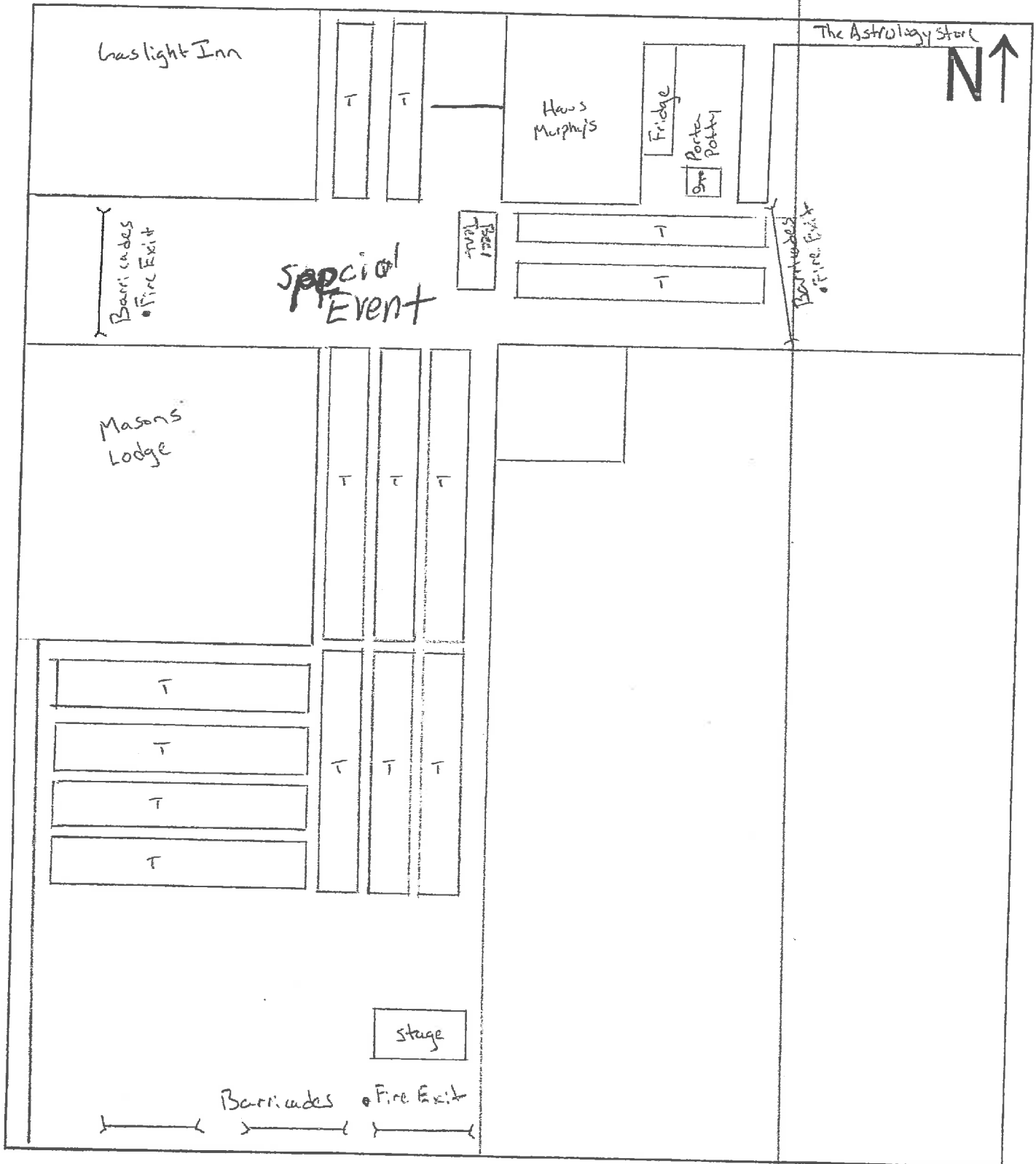
6. What type of security and control measures will you take to prevent violations of liquor laws at this event?  
 (List type and number of police/security personnel and type of fencing or control barriers, if applicable.)  
 \_\_\_\_\_ Number of Police 3 Number of Security Personnel  Fencing  Barriers

Explanation: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

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

	Date	Day of Week	Event Start Time AM/PM	License End Time AM/PM
DAY 1:	<sup>16th</sup> OK + <del>15th</del> 15	Fri	1:00 pm	10:00 pm
DAY 2:	<sup>17th</sup> OK + <del>16th</del> 15	Sat	1:00 pm	10:00 pm
DAY 3:	_____	_____	_____	_____
DAY 4:	_____	_____	_____	_____
DAY 5:	_____	_____	_____	_____
DAY 6:	_____	_____	_____	_____
DAY 7:	_____	_____	_____	_____
DAY 8:	_____	_____	_____	_____
DAY 9:	_____	_____	_____	_____
DAY 10:	_____	_____	_____	_____

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





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

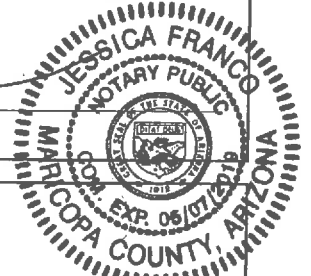
STEVEN JOSEPH DOMOTOR (Print full name) declare that I am an OFFICER, DIRECTOR, or CHAIRPERSON appointing the applicant listed in Section 9, to apply on behalf of the foregoing organization for a Special Event Liquor License.

X Steven Joseph Domotor (Signature) Commandant (Title/ Position) 8/6/15 (Date) (623) 931-1832 (Phone #)

The foregoing instrument was acknowledged before me this 6 (Day) August (Month) 2015 (Year)  
State ARIZONA County of MARICOPA

My Commission Expires on: 05/07/2019 (Date)

Jessica Franco (Signature of Notary Public)



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

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

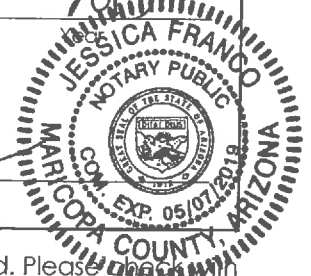
X Steven Joseph Domotor (Signature) Commandant (Title/ Position) 8/6/15 (Date) (623) 931-1832 (Phone #)

The foregoing instrument was acknowledged before me this 6 (Day) August (Month) 2015 (Year)

State ARIZONA County of MARICOPA

My Commission Expires on: 05/07/2019 (Date)

Jessica Franco (Signature of Notary Public)



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

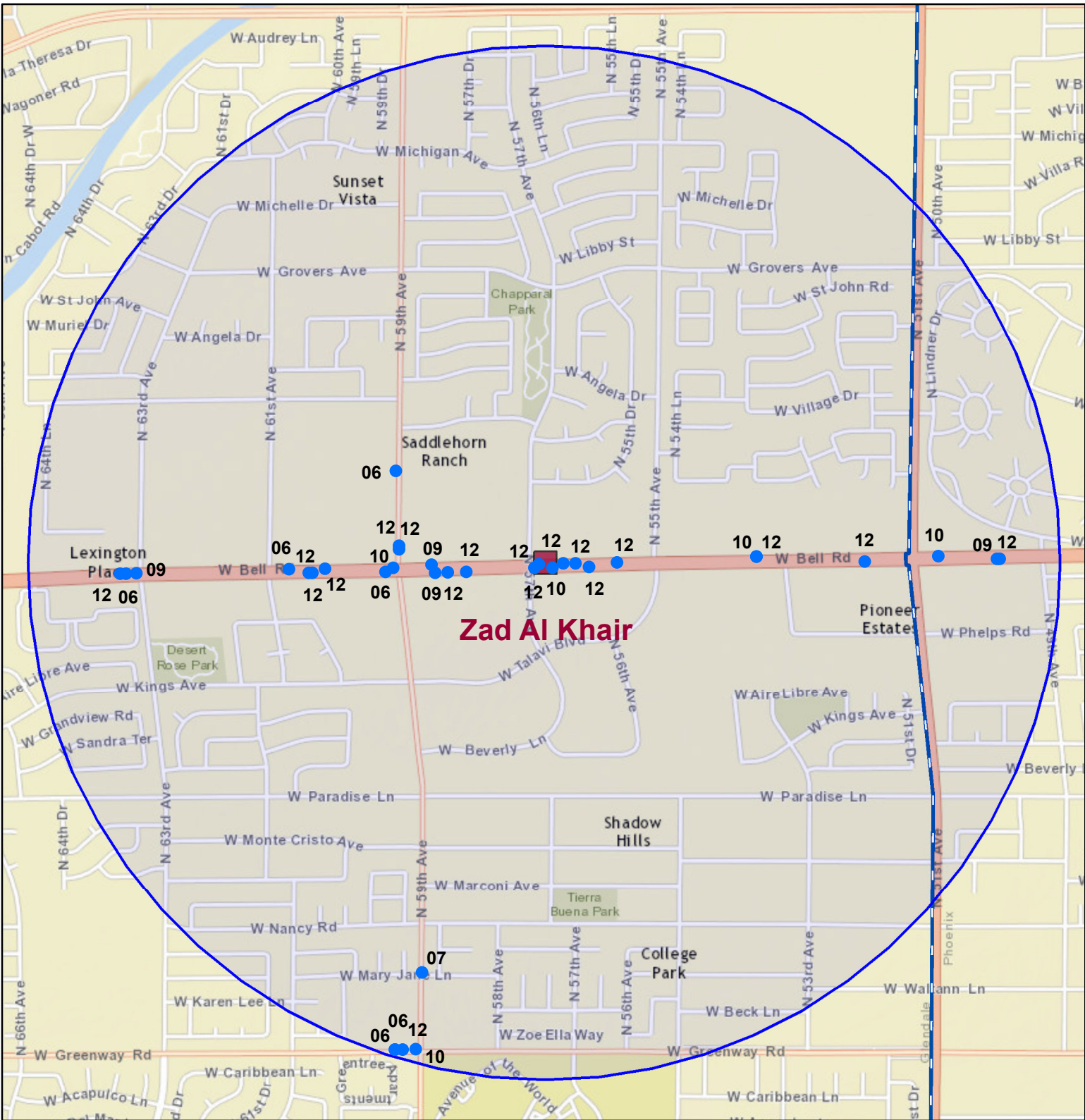
**SECTION 15** Local Governing Body Approval Section

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

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

FOR DEPARTMENT OF LIQUOR LICENSES AND CONTROL USE ONLY

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



**BUSINESS NAME:** Zad Al Khair  
**LOCATION:** 5686 W. Bell Road  
**APPLICANT:** Sevan Serob

**ZONING:** C-2  
**APPLICATION NO:** 5-17536



15-158

# GLENDALE POLICE DEPARTMENT

## Liquor Application Worksheet

Date: 08-25-15

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

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

Application Type: **New License**

Definition: New license

Business Name: **Old Breed Detachment - Marine Corps League**

Business Address: **8530 N. 48<sup>th</sup> LN. (Event behind Haus Murphy's)**

### Applicant/s Information

Name: **Domotor, Steve J.**

Name:

Name:

Name:

### Background investigation of applicant/s completed.

Calls for Service History:	Call history for location beginning: 8/25/2014	Other Suites	New ownership call history beginning:
Liquor Related			
Vice Related			
Drug Related			
Fights / Assaults			
Robberies			
Burglary / Theft			
911 calls			
Trespassing			
Accidents			
Fraud / Forgery			
Threats			
Criminal damage			
Other non-criminal*	4		
Other criminal	1		
<b>Total calls for service</b>	<b>5</b>	<b>N/A</b>	<b>N/A</b>

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

**GLENDALE POLICE DEPARTMENT**  
Liquor Application Worksheet

**Applicant Background Synopsis:**

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

All proceeds from this Special Event go to Old Breed Detachment - Marine Corps League and Haus Murphy's.

Event is scheduled for 10-16-15 (Fri) and 10-17-15 (Sat).

**Current License Holder:**

N/A

**Location History:**

No significant Calls for Service history at this location.

**Special Concerns:**

None found

**Background investigation complete:**

Police Department recommendation has No Cause for Denial.

		Date
Investigating Officer – M. Ervin	<u>M. ERVIN</u>	<u>8-26-15</u>
CID Lieutenant or Commander	_____	_____
Deputy City Attorney	_____	_____
Chief of Police or designee	<u>[Signature]</u>	<u>9-22-15</u>



Legislation Description

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**File #: 15-577, Version: 1**

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**APPROVE LIQUOR LICENSE NO. 5-17536, ZAD AL KHAIR**

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

**Purpose and Recommended Action**

This is a request for City Council to recommend approval to the Arizona Department of Liquor Licenses and Control of a new, non-transferable series 12 (Restaurant) license for Zad Al Khair located at 5686 West Bell Road. The Arizona Department of Liquor Licenses and Control application (No. 1207A344) was submitted by Sevan Serob.

**Background Summary**

The location of the establishment is in the Sahuaro District. The property is zoned C-2 (General Commercial). The population density within a one-mile radius is 11,257. Zad Al Khair is currently operating with an interim permit, therefore, the approval of this license will not increase the number of liquor licenses in the area. The current number of liquor licenses within a one-mile radius is as listed below.

<b>Series</b>	<b>Type</b>	<b>Quantity</b>
06	Bar - All Liquor	6
07	Bar - Beer and Wine	1
09	Liquor Store - All Liquor	4
10	Liquor Store - Beer and Wine	5
12	Restaurant	<u>18</u>
	<b>Total</b>	<b>34</b>

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

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

**Community Benefit/Public Involvement**

No public protests were received during the 20-day posting period, August 11 thru August 31, 2015.

## CONSTRUCTION AGREEMENT

C-\_\_\_\_\_

This Construction Agreement ("Agreement") is entered into this \_\_\_\_ day of \_\_\_\_\_, 2015, and is effective between the City of Glendale, an Arizona municipal corporation ("City"), and Achen-Gardner Construction, LLC, an Arizona limited liability company authorized to do business in the State of Arizona ("Contractor").

### RECITALS

- A. City intends to undertake a project for the benefit of the public, with public funds, that is more fully set forth in **Exhibit A** attached ("Project");
- B. City desires to retain the services of Contractor to perform those specific duties and produce the specific work as set forth in the Project;
- C. City and Contractor desire to memorialize their agreement with this document.

### AGREEMENT

The parties hereby agree as follows:

- 1. **Project.**
  - 1.1 **Scope.** Contractor will provide all services and material necessary to assure the Project is completed timely and efficiently consistent with Project requirements, including, but not limited to, working in close interaction and interfacing with City and its designated employees, and working closely with others, including other contractors, providers or consultants retained by City.
  - 1.2 **Project Team.**
    - a. **Project Manager.** Contractor will designate an employee as Project Manager with sufficient training, knowledge, and experience to, in the City's opinion, to complete the Project and handle all aspects of the Project such that the work produced by Contractor is consistent with applicable standards as detailed in this Agreement.
    - b. **Project Team.**
      - (1) The Project Manager and all other employees assigned to the Project by Contractor will comprise the "Project Team."
      - (2) Project Manager will have responsibility for and will supervise all other employees assigned to the Project by Contractor.
    - c. **Sub-contractors.**
      - (1) Contractor may engage specific technical contractor (each a "Sub-contractor") to furnish certain service functions.
      - (2) Contractor will remain fully responsible for Sub-contractor's services.
      - (3) Sub-contractors must be approved by the City, unless the Sub-contractor was previously mentioned in the response to the solicitation.
      - (4) Contractor shall certify by letter that contracts with Sub-contractors have been executed incorporating requirements and standards as set forth in this Agreement.
- 2. **Schedule.** The Project will be undertaken in a manner that ensures it is completed in a timely and efficient manner. The Project shall be completed in accordance with the schedule contained in **Exhibit A**.

**3. Contractor's Work.**

3.1 **Standard.** Contractor must perform services in accordance with the standards of due diligence, care, and quality prevailing among contractors having substantial experience with the successful furnishing of services and materials for projects that are equivalent in size, scope, quality, and other criteria under the Project and identified in this Agreement.

3.2 **Licensing.** Contractor warrants that

- a. Contractor and Sub-contractors will hold all appropriate and required licenses, registrations and other approvals necessary for the lawful furnishing of services ("Approvals"); and
- b. Neither Contractor nor any Sub-contractor has been debarred or otherwise legally excluded from contracting with any federal, state, or local governmental entity ("Debarment").

- (1) City is under no obligation to ascertain or confirm the existence or issuance of any Approvals or Debarments or to examine Contractor's contracting ability.
- (2) Contractor must notify City immediately if any Approval or Debarment changes during the Agreement's duration and the failure of the Contractor to notify City as required will constitute a material default of this Agreement.

3.3 **Compliance.** Services and materials will be furnished in compliance with applicable federal, state, county and local statutes, rules, regulations, ordinances, building codes, life safety codes, or other standards and criteria designated by City.

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

3.4 **Coordination: Interaction.**

- a. If the City determines that the Project requires the coordination of professional services or other providers, Contractor will work in close consultation with City to proactively interact with any other contractors retained by City on the Project ("Coordinating Entities").
- b. Subject to any limitations expressly stated in the budget, Contractor will meet to review the Project, schedules, budget, and in-progress work with Coordinating Entities and the City as often and for durations as City reasonably considers necessary in order to ensure the timely work delivery and Project completion.
- c. If the Project does not involve Coordinating Entities, Contractor will proactively interact with any other contractors when directed by City to obtain or disseminate timely information for the proper execution of the Project.

3.5 **Hazardous Substances.** Contractor is responsible for the appropriate handling, disposal of, and if necessary, any remediation and all losses and damages to the City, associated with the use, release or threat of release of any pollutant, contaminant or hazardous substances by Contractor in connection with completion of the Project.

3.6 **Warranties.** At any time within two years after completion of the Project, Contractor must, at Contractor's sole expense and within 20 days of written notice from the City, uncover, correct and remedy all defects in Contractor's work. City will accept a manufacturer's warranty on approved equipment.

3.7 **Bonds.** Upon execution of this Agreement, and if applicable, Contractor must furnish Payment and Performance Bonds as required under A.R.S. § 34-608.

**4. Compensation for the Project.**

4.1 Compensation. Contractor's compensation for the Project, including those furnished by its Sub-contractors will not exceed \$231,460.47, as specifically detailed in **Exhibit B** ("Compensation").

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

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

**5. Billings and Payment.**

5.1 Applications.

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

5.2 Payment.

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

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

- a. If the Payment Application is rejected, the Project Manager will issue a written listing of the items not approved for payment.
- b. City may withhold an amount sufficient to pay expenses that City reasonably expects to incur in correcting the deficiency or deficiencies rejected for payment.
- c. Contractor will provide, by separate cover, and concurrent with the execution of this Agreement, all required financial information to the City, including City of Glendale Transaction Privilege License and Federal Taxpayer identification numbers.
- d. City will temporarily withhold Compensation amounts as required by A.R.S. § 34-221(C).

**6. Termination.**

6.1 For Convenience. City may terminate this Agreement for convenience, without cause, by delivering a written termination notice stating the effective termination date, which may not be less than 15 days following the date of delivery.



- a. Contractor will be equitably compensated any services and materials furnished prior to receipt of the termination notice and for reasonable costs incurred.
  - b. Contractor will also be similarly compensated for any approved effort expended and approved costs incurred that are directly associated with Project closeout and delivery of the required items to the City.
- 6.2 **For Cause.** City may terminate this Agreement for cause if Contractor fails to cure any breach of this Agreement within seven days after receipt of written notice specifying the breach.
- a. Contractor will not be entitled to further payment until after City has determined its damages. If City's damages resulting from the breach, as determined by City, are less than the equitable amount due but not paid Contractor for Service and Repair furnished, City will pay the amount due to Contractor, less City's damages.
  - b. If City's direct damages exceed amounts otherwise due to Contractor, Contractor must pay the difference to City immediately upon demand; however, Contractor will not be subject to consequential damages more than \$1,000,000 or the amount of this Agreement, whichever is greater.

## 7. Insurance.

For the duration of the term of this Agreement, Contractor shall procure and maintain insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of all tasks or work necessary to complete the Project as herein defined. Such insurance shall cover Contractor, its agent(s), representative(s), employee(s) and any subcontractors.

### 7.1 Minimum Scope and Limit of Insurance. Coverage must be at least as broad as:

(A) **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01, including products and completed operations, with limits of no less than \$1,000,000 per occurrence for bodily injury, personal injury, and property damage. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

(B) **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering Code 1 (any auto), with limits no less than \$1,000,000 per accident for bodily injury and property damage.

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

### 7.2 Other Insurance Provisions. The insurance policies required by Section 7.1 above must contain, or be endorsed to contain the following insurance provisions:

(A) **The City, its officers, officials, employees and volunteers are to be covered as additional insureds** of the CGL and automobile policies for any liability arising from or in connection with the performance of all tasks or work necessary to complete the Project as herein defined. Such liability may arise, but is not limited to, liability for materials, parts or equipment furnished in connection with any tasks, or work performed by Contractor or on its behalf and for liability arising from automobiles owned, leased, hired or borrowed on behalf of the Contractor. General liability coverage can be provided in the form of an endorsement to the Contractor's existing insurance policies, provide such endorsement is at least as broad as ISO Form CG 20 10, 11 85 or both CG 20 10 and CG 23 37, if later revisions are used.

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

(C) Each insurance policy required by the Section shall provide that coverage shall not be canceled, except after providing notice to the City.

7.3 **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best rating of no less than A: VII, unless the Contractor has obtained prior approval from the City stating that a non-conforming insurer is acceptable to the City.

7.4 **Waiver of Subrogation.** Contractor hereby agrees to waive its rights of subrogation which any insurer may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation. The Workers' Compensation Policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Contractor, its employees, agent(s) and subcontractor(s).

7.5 **Verification of Coverage.** Within 10 days of the Effective Date of this Agreement, Contractor shall furnish the City with original certificates and amendatory endorsements, or copies of any applicable insurance language effecting the coverage required by this Agreement. All certificates and endorsements must be received and approved by the City before work commences. Failure to obtain, submit or secure the City's approval of the required insurance policies, certificates or endorsements prior to the City's agreement that work may commence shall not waive the Contractor's obligations to obtain and verify insurance coverage as otherwise provided in this Section. The City reserves the right to require complete, certified copies of all required insurance policies, including any endorsements or amendments, required by this Agreement at any time during the Term stated herein.

Contractor's failure to obtain, submit or secure the City's approval of the required insurance policies, certificates or endorsements shall not be considered a Force Majeure or defense for any failure by the Contractor to comply with the terms and conditions of the Agreement, including any schedule for performance or completion of the Project.

7.6 **Subcontractors.** Contractor shall require and shall verify that all subcontractors maintain insurance meeting all requirements of this Agreement.

7.7 **Special Risk or Circumstances.** The City reserves the right to modify these insurance requirements, including any limits of coverage, based on the nature of the risk, prior experience, insurer, coverage or other circumstances unique to the Contractor, the Project or the insurer.

7.8 **Indemnification.**

- a. To the fullest extent permitted by law, Contractor must defend, indemnify, and hold harmless City and its elected officials, officers, employees and agents (each, an "Indemnified Party," collectively, the "Indemnified Parties"), for, from, and against any and all claims, demands, actions, damages, judgments, settlements, personal injury (including sickness, disease, death, and bodily harm), property damage (including loss of use), infringement, governmental action and all other losses and expenses, including attorneys' fees and litigation expenses (each, a "Demand or Expense"; collectively, "Demands or Expenses") asserted by a third-party (*i.e.*, a person or entity other than City or Contractor) and that arises out of or results from the breach of this Agreement by the Contractor or the Contractor's negligent actions, errors or omissions (including any Sub-contractor or other person or firm employed by Contractor), whether sustained before or after completion of the Project.
- b. This indemnity and hold harmless provision applies even if a Demand or Expense is in part due to the Indemnified Party's negligence or breach of a responsibility under this Agreement, but in that event, Contractor shall be liable only to the extent the Demand or Expense results from the negligence or breach of a responsibility of Contractor or of any person or entity for whom Contractor is responsible.

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

**8. Immigration Law Compliance.**

- 8.1 Contractor, and on behalf any subcontractor, warrants, to the extent applicable under A.R.S. § 41-4401, compliance with all federal immigration laws and regulations that relate to their employees as well as compliance with A.R.S. § 23-214(A) which requires registration and participation with the E-Verify Program.
- 8.2 Any breach of warranty under subsection 8.1 above is considered a material breach of this Agreement and is subject to penalties up to and including termination of this Agreement.
- 8.3 City retains the legal right to inspect the papers of any Contractor or subcontractor employee who performs work under this Agreement to ensure that the Contractor or any subcontractor is compliant with the warranty under subsection 8.1 above.
- 8.4 City may conduct random inspections, and upon request of City, Contractor shall provide copies of papers and records of Contractor demonstrating continued compliance with the warranty under subsection 8.1 above. Contractor agrees to keep papers and records available for inspection by the City during normal business hours and will cooperate with City in exercise of its statutory duties and not deny access to its business premises or applicable papers or records for the purposes of enforcement of this section.
- 8.5 Contractor agrees to incorporate into any subcontracts under this Agreement the same obligations imposed upon Contractor and expressly accrue those obligations directly to the benefit of the City. Contractor also agrees to require any subcontractor to incorporate into each of its own subcontracts under this Agreement the same obligations above and expressly accrue those obligations to the benefit of the City.
- 8.6 Contractor's warranty and obligations under this section to the City is continuing throughout the term of this Agreement or until such time as the City determines, in its sole discretion, that Arizona law has been modified in that compliance with this section is no longer a requirement.
- 8.7 The "E-Verify Program" above means the employment verification program administered by the United States Department of Homeland Security, the Social Security Administration, or any successor program.

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

**10. Notices.**

- 10.1 A notice, request or other communication that is required or permitted under this Agreement (each a "Notice") will be effective only if:
  - a. The Notice is in writing, and
  - b. Delivered in person or by private express overnight delivery service (delivery charges prepaid), certified or registered mail (return receipt requested).
  - c. Notice will be deemed to have been delivered to the person to whom it is addressed as of the date of receipt, if:
    - (1) Received on a business day, or before 5:00 p.m., at the address for Notices identified for the Party in this Agreement by U.S. Mail, hand delivery, or overnight courier on or before 5:00 p.m.; or
    - (2) As of the next business day after receipt, if received after 5:00 p.m.

- d. The burden of proof of the place and time of delivery is upon the Party giving the Notice.
- e. Digitalized signatures and copies of signatures will have the same effect as original signatures.

10.2 Representatives.

- a. Contractor. Contractor's representative ("Contractor's Representative") authorized to act on Contractor's behalf with respect to the Project, and his or her address for Notice delivery is:

Achen-Gardner Construction, LLC  
**Daniel Spitza**  
 550 South 79<sup>th</sup> Street  
 Chandler, Arizona 85226

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

City of Glendale  
 Jim McMains, Engineering Project Manager  
 5850 West Glendale Avenue, Suite 315  
 Glendale, Arizona 85301

With required copies to:

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

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

- c. Concurrent Notices.
  - (1) All notices to City's representative must be given concurrently to City Manager and City Attorney.
  - (2) A notice will not be considered to have been received by City's representative until the time that it has also been received by City Manager and City Attorney.
  - (3) City may appoint one or more designees for the purpose of receiving notice by delivery of a written notice to Contractor identifying the designee(s) and their respective addresses for notices.
- d. Changes. Contractor or City may change its representative or information on Notice, by giving Notice of the change in accordance with this section at least ten days prior to the change.

11. **Financing Assignment.** City may assign this Agreement to any City-affiliated entity, including a non-profit corporation or other entity whose primary purpose is to own or manage the Project.

12. **Term.** The term of this contract is one year, which shall commence on the Effective Date of this Agreement. This Agreement will terminate on the one-year anniversary of its Effective Date.

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

13.1 Integration. This Agreement contains, except as stated below, the entire agreement between City and Contractor and supersedes all prior conversations and negotiations between the parties regarding the Project or this Agreement.

- a. Neither Party has made any representations, warranties or agreements as to any matters concerning the Agreement's subject matter.
- b. Representations, statements, conditions, or warranties not contained in this Agreement will not be binding on the parties.

- c. Any solicitation, addendums and responses submitted by the Contractor are incorporated fully into this Agreement as Exhibit A. Any inconsistency between Exhibit A and this Agreement will be resolved by the terms and conditions stated in this Agreement.

13.2 Interpretation.

- a. The parties fairly negotiated the Agreement's provisions to the extent they believed necessary and with the legal representation they deemed appropriate.
- b. The parties are of equal bargaining position and this Agreement must be construed equally between the parties without consideration of which of the parties may have drafted this Agreement.
- c. The Agreement will be interpreted in accordance with the laws of the State of Arizona.

13.3 Survival. Except as specifically provided otherwise in this Agreement each warranty, representation, indemnification and hold harmless provision, insurance requirement, and every other right, remedy and responsibility of a Party, will survive completion of the Project, or the earlier termination of this Agreement.

13.4 Amendment. No amendment to this Agreement will be binding unless in writing and executed by the parties. Any amendment may be subject to City Council approval.

13.5 Remedies. All rights and remedies provided in this Agreement are cumulative and the exercise of any one or more right or remedy will not affect any other rights or remedies under this Agreement or applicable law.

13.6 Severability. If any provision of this Agreement is voided or found unenforceable, that determination will not affect the validity of the other provisions, and the voided or unenforceable provision will be reformed to conform to applicable law.

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

14. **Dispute Resolution.** Each claim, controversy and dispute ("Dispute") between Contractor and City will be resolved in accordance with Exhibit C. The final determination will be made by the City.

15. **Exhibits.** The following exhibits, with reference to the term in which they are first referenced, are incorporated by this reference.

Exhibit A	Project
Exhibit B	Compensation
Exhibit C	Dispute Resolution

(The remainder of this page left blank intentionally. Signatures appear on the following page.)

The parties enter into this Agreement as of the date shown above.

City of Glendale,  
an Arizona municipal corporation

\_\_\_\_\_  
By: Richard A. Bowers  
Its: Acting City Manager

ATTEST:

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

APPROVED AS TO FORM:

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

Achen-Gardner Construction, LLC  
an Arizona limited liability company

  
\_\_\_\_\_  
By: Daniel J. Spitz, P.E.  
Its: Vice President

WOMEN-OWNED/MINORITY BUSINESS [ ] YES [  ] NO

**EXHIBIT A  
CONSTRUCTION AGREEMENT**

**PROJECT**

*[See attached]*

## **Exhibit A- Scope of Work**

**Project 141527**

### **55<sup>th</sup> Avenue & Bethany Home Road Emergency Water Line Repair**

Emergency waterline repairs and other work related to damaged city streets caused by the rupture of an existing waterline near the intersection of 55th Avenue and Bethany Home Rd. Work includes replacement of mainline water pipe and fittings, fire hydrants, and water service line connections affected by the rupture. Scope of work also includes concrete and asphalt repairs and repair/replacement of traffic signal poles and equipment.



**EXHIBIT B  
CONSTRUCTION AGREEMENT**

**COMPENSATION**

**METHOD AND AMOUNT OF COMPENSATION**

Time and Material not to exceed.

**NOT-TO-EXCEED AMOUNT**

The total amount of compensation paid to Contractor for full completion of all work required by the Project during the entire term of the Project must not exceed \$231,460.47.

**DETAILED PROJECT COMPENSATION**

See Attached

Exhibit B

Project 141527

55<sup>th</sup> Avenue & Bethany Home Road Emergency Water Line Repair

<b>LABOR</b>	<b>\$56,081.91</b>
<b>EQUIPMENT</b>	<b>\$30,860.39</b>
<b>MATERIALS</b>	<b>\$63,882.78</b>
<b>SERVICE/OTHER</b>	<b>\$61,523.98</b>
<b>TAX, INSURANCE AND BOND</b>	<b>\$19,111.41</b>
<b>TOTAL</b>	<b>\$231,460.47</b>

**EXHIBIT C  
CONSTRUCTION AGREEMENT**

**DISPUTE RESOLUTION**

**1. Disputes.**

- 1.1 Commitment. The parties commit to resolving all disputes promptly, equitably, and in a good-faith, cost-effective manner.
- 1.2 Application. The provisions of this Exhibit will be used by the parties to resolve all controversies, claims, or disputes ("Dispute") arising out of or related to this Agreement-including Disputes regarding any alleged breaches of this Agreement.
- 1.3 Initiation. A party may initiate a Dispute by delivery of written notice of the Dispute, including the specifics of the Dispute, to the Representative of the other party as required in this Agreement.
- 1.4 Informal Resolution. When a Dispute notice is given, the parties will designate a member of their senior management who will be authorized to expeditiously resolve the Dispute.
  - a. The parties will provide each other with reasonable access during normal business hours to any and all non-privileged records, information and data pertaining to any Dispute in order to assist in resolving the Dispute as expeditiously and cost effectively as possible;
  - b. The parties' senior managers will meet within 10 business days to discuss and attempt to resolve the Dispute promptly, equitably, and in a good faith manner, and
  - c. The Senior Managers will agree to subsequent meetings if both parties agree that further meetings are necessary to reach a resolution of the Dispute.

**2. Arbitration.**

- 2.1 Rules. If the parties are unable to resolve the Dispute by negotiation within 30 days from the Dispute notice, and unless otherwise informal discussions are extended by the mutual agreement, the Dispute will be decided by binding arbitration in accordance with Construction Industry Rules of the AAA, as amended herein. Although the arbitration will be conducted in accordance with AAA Rules, it will not be administered by the AAA, but will be heard independently.
  - a. The parties will exercise best efforts to select an arbitrator within 5 business days after agreement for arbitration. If the parties have not agreed upon an arbitrator within this period, the parties will submit the selection of the arbitrator to one of the principals of the mediation firm of Scott & Skelly, LLC, who will then select the arbitrator. The parties will equally share the fees and costs incurred in the selection of the arbitrator.
  - b. The arbitrator selected must be an attorney with at least 15 years experience with commercial construction legal matters in Maricopa County, Arizona, be independent, impartial, and not have engaged in any business for or adverse to either Party for at least 10 years.
- 2.2 Discovery. The extent and the time set for discovery will be as determined by the arbitrator. Each Party must, however, within ten days of selection of an arbitrator deliver to the other Party copies of all documents in the delivering party's possession that are relevant to the dispute.
- 2.3 Hearing. The arbitration hearing will be held within 90 days of the appointment of the arbitrator. The arbitration hearing, all proceedings, and all discovery will be conducted in Glendale, Arizona unless otherwise agreed by the parties or required as a result of witness location. Telephonic hearings and other reasonable arrangements may be used to minimize costs.
- 2.4 Award. At the arbitration hearing, each Party will submit its position to the arbitrator, evidence to support that position, and the exact award sought in this matter with specificity. The arbitrator must select the award sought by one of the parties as the final judgment and may not independently

alter or modify the awards sought by the parties, fashion any remedy, or make any equitable order. The arbitrator has no authority to consider or award punitive damages.

2.5 Final Decision. The Arbitrator's decision should be rendered within 15 days after the arbitration hearing is concluded. This decision will be final and binding on the Parties.

2.6 Costs. The prevailing party may enter the arbitration in any court having jurisdiction in order to convert it to a judgment. The non-prevailing party shall pay all of the prevailing party's arbitration costs and expenses, including reasonable attorney's fees and costs.

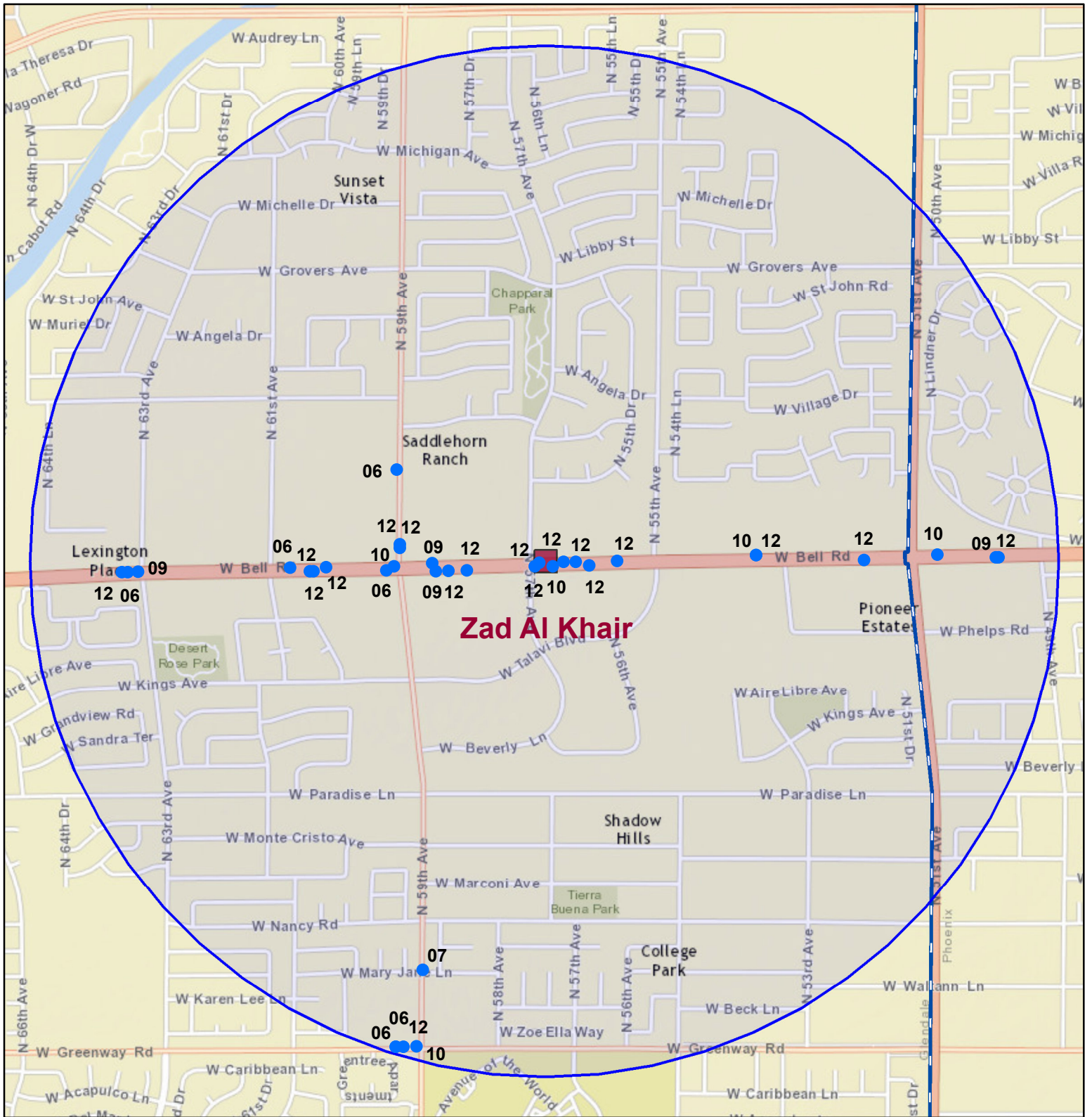
3. **Services to Continue Pending Dispute.** Unless otherwise agreed to in writing, Contractor must continue to perform and maintain progress of required services during any Dispute resolution or arbitration proceedings, and City will continue to make payment to Contractor in accordance with this Agreement.

4. **Exceptions.**

4.1 Third Party Claims. City and Contractor are not required to arbitrate any third-party claim, cross-claim, counter claim, or other claim or defense of a third party who is not obligated by contract to arbitrate disputes with City and Contractor.

4.2 Liens. City or Contractor may commence and prosecute a civil action to contest a lien or stop notice, or enforce any lien or stop notice, but only to the extent the lien or stop notice the Party seeks to enforce is enforceable under Arizona Law, including, without limitation, an action under A.R.S. § 33-420, without the necessity of initiating or exhausting the procedures of this Exhibit.

4.3 Governmental Actions. This Exhibit does not apply to, and must not be construed to require arbitration of, any claims, actions or other process filed or issued by City of Glendale Building Safety Department or any other agency of City acting in its governmental permitting or other regulatory capacity.



**BUSINESS NAME:** Zad Al Khair

**LOCATION:** 5686 W. Bell Road

**APPLICANT:** Sevan Serob

**ZONING:** C-2

**APPLICATION NO:** 5-17536

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



15-152

# GLENDALE POLICE DEPARTMENT

## Liquor Application Worksheet

Date: **08-14-15**

License Type: **Series 12 Restaurant**

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

Application Type: **New License**

Definition: New License

Business Name: **Zad Al Khair**

Business Address: **5686 W. Bell Rd.**

### Applicant/s Information

Name: **Serob, Sevan**

Name:

Name:

Name:

### Background investigation of applicant/s completed.

Calls for Service History:	Call history for location beginning: 8/14/2010	Other Suites	New ownership call history beginning: 8/4/2015
Liquor Related	1		
Vice Related			
Drug Related	1		
Fights / Assaults	5		
Robberies			
Burglary / Theft	3		
911 calls			
Trespassing	2		
Accidents	1		
Fraud / Forgery			
Threats			
Criminal damage	1		
Other non-criminal*	23		
Other criminal	2		
<b>Total calls for service</b>	<b>39</b>	<b>N/A</b>	<b>0</b>

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

# GLENDALE POLICE DEPARTMENT

## Liquor Application Worksheet

### Applicant Background Synopsis:

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

### Current License Holder:

Antone Fayez Yousseff (Agent)  
Cleopatra Restaurant Inc. (Owner)

There are no known concerns with the current license holder.

### Location History:

No significant Calls for Service history at this location.

### Special Concerns:

None found

### Background investigation complete:

Police Department recommendation has No Cause for Denial.

		Date
Investigating Officer – M. Ervin	<u>M. ERVIN</u>	<u>8-19-15</u>
CID Lieutenant or Commander	_____	_____
Deputy City Attorney	_____	_____
Chief of Police or designee	<u>J.S. Smith</u>	<u>8-24-15</u>



## Legislation Description

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**File #: 15-572, Version: 1**

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**AUTHORIZATION TO ENTER INTO A CONSTRUCTION AGREEMENT WITH ACHEN-GARDNER CONSTRUCTION, LLC, AND APPROVE THE EXPENDITURE OF FUNDS FOR THE EMERGENCY REPAIR OF THE WATER LINE LOCATED AT THE INTERSECTION OF 55<sup>TH</sup> AVENUE AND BETHANY HOME ROAD**

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

### **Purpose and Policy Guidance**

This is a request for City Council to authorize the Acting City Manager to enter into a construction agreement with Achen-Gardner Construction, LLC for the emergency repair of the water line located at the intersection of 55<sup>th</sup> Avenue and Bethany Home Road and approve the ratification of expenditure of funds for an amount not to exceed \$231,460.47.

### **Background**

On the morning of May 31, 2015, a six-inch water main ruptured at the intersection of 55<sup>th</sup> Avenue and Bethany Home Road. In addition to the water main damage, there was extensive damage to the surrounding street infrastructure, sidewalk and curb, a traffic signal pole and landscaping.

The repair project included replacement of the water main and associated appurtenances, fire hydrants, and water service line connections impacted by the rupture. Additionally, the project included concrete and asphalt repairs and repair/replacement of traffic signal poles and equipment.

### **Analysis**

Due to the loss of service in the immediate area and restrictions to the traffic in the surrounding area, it was determined that an outside contractor would be best able to make the repairs quickly and efficiently.

At the time of incident, Achen-Gardner Construction, LLC had been under contract with the city to do related work and was able to respond to the emergency. In order to address repairs immediately, the City Manager's Office authorized Achen-Gardner to proceed with the emergency repairs to the water and street infrastructure.

This action will authorize the Acting City Manager to enter into a construction agreement with Achen-Gardner, LLC and ratify the expenditure of funds.

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

Maintaining reliable water services ensures quality of life and safety of all City of Glendale residents. This project allowed the rapid re-establishment of water delivery to customers in the impacted areas and



improved the integrity of the water system within the area.

**Budget and Financial Impacts**

While the expenditure was unplanned and not budgeted, funding is available in the Water Services FY2014-15 operating budget.

<b>Cost</b>	<b>Fund-Department-Account</b>
<b>\$231,460.47</b>	<b>2400-17290-522900, Water Distribution</b>

Capital Expense? No

Budgeted? No

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?

## CONSTRUCTION AGREEMENT

C-\_\_\_\_\_

This Construction Agreement ("Agreement") is entered into this \_\_\_\_ day of \_\_\_\_\_, 2015, and is effective between the City of Glendale, an Arizona municipal corporation ("City"), and Achen-Gardner Construction, LLC, an Arizona limited liability company authorized to do business in the State of Arizona ("Contractor").

### RECITALS

- A. City intends to undertake a project for the benefit of the public, with public funds, that is more fully set forth in **Exhibit A** attached ("Project");
- B. City desires to retain the services of Contractor to perform those specific duties and produce the specific work as set forth in the Project;
- C. City and Contractor desire to memorialize their agreement with this document.

### AGREEMENT

The parties hereby agree as follows:

- 1. **Project.**
  - 1.1 **Scope.** Contractor will provide all services and material necessary to assure the Project is completed timely and efficiently consistent with Project requirements, including, but not limited to, working in close interaction and interfacing with City and its designated employees, and working closely with others, including other contractors, providers or consultants retained by City.
  - 1.2 **Project Team.**
    - a. **Project Manager.** Contractor will designate an employee as Project Manager with sufficient training, knowledge, and experience to, in the City's opinion, to complete the Project and handle all aspects of the Project such that the work produced by Contractor is consistent with applicable standards as detailed in this Agreement.
    - b. **Project Team.**
      - (1) The Project Manager and all other employees assigned to the Project by Contractor will comprise the "Project Team."
      - (2) Project Manager will have responsibility for and will supervise all other employees assigned to the Project by Contractor.
    - c. **Sub-contractors.**
      - (1) Contractor may engage specific technical contractor (each a "Sub-contractor") to furnish certain service functions.
      - (2) Contractor will remain fully responsible for Sub-contractor's services.
      - (3) Sub-contractors must be approved by the City, unless the Sub-contractor was previously mentioned in the response to the solicitation.
      - (4) Contractor shall certify by letter that contracts with Sub-contractors have been executed incorporating requirements and standards as set forth in this Agreement.
- 2. **Schedule.** The Project will be undertaken in a manner that ensures it is completed in a timely and efficient manner. The Project shall be completed in accordance with the schedule contained in **Exhibit A**.

**3. Contractor's Work.**

3.1 **Standard.** Contractor must perform services in accordance with the standards of due diligence, care, and quality prevailing among contractors having substantial experience with the successful furnishing of services and materials for projects that are equivalent in size, scope, quality, and other criteria under the Project and identified in this Agreement.

3.2 **Licensing.** Contractor warrants that

- a. Contractor and Sub-contractors will hold all appropriate and required licenses, registrations and other approvals necessary for the lawful furnishing of services ("Approvals"); and
- b. Neither Contractor nor any Sub-contractor has been debarred or otherwise legally excluded from contracting with any federal, state, or local governmental entity ("Debarment").

(1) City is under no obligation to ascertain or confirm the existence or issuance of any Approvals or Debarments or to examine Contractor's contracting ability.

(2) Contractor must notify City immediately if any Approval or Debarment changes during the Agreement's duration and the failure of the Contractor to notify City as required will constitute a material default of this Agreement.

3.3 **Compliance.** Services and materials will be furnished in compliance with applicable federal, state, county and local statutes, rules, regulations, ordinances, building codes, life safety codes, or other standards and criteria designated by City.

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

3.4 **Coordination: Interaction.**

- a. If the City determines that the Project requires the coordination of professional services or other providers, Contractor will work in close consultation with City to proactively interact with any other contractors retained by City on the Project ("Coordinating Entities").
- b. Subject to any limitations expressly stated in the budget, Contractor will meet to review the Project, schedules, budget, and in-progress work with Coordinating Entities and the City as often and for durations as City reasonably considers necessary in order to ensure the timely work delivery and Project completion.
- c. If the Project does not involve Coordinating Entities, Contractor will proactively interact with any other contractors when directed by City to obtain or disseminate timely information for the proper execution of the Project.

3.5 **Hazardous Substances.** Contractor is responsible for the appropriate handling, disposal of, and if necessary, any remediation and all losses and damages to the City, associated with the use, release or threat of release of any pollutant, contaminant or hazardous substances by Contractor in connection with completion of the Project.

3.6 **Warranties.** At any time within two years after completion of the Project, Contractor must, at Contractor's sole expense and within 20 days of written notice from the City, uncover, correct and remedy all defects in Contractor's work. City will accept a manufacturer's warranty on approved equipment.

3.7 **Bonds.** Upon execution of this Agreement, and if applicable, Contractor must furnish Payment and Performance Bonds as required under A.R.S. § 34-608.

**4. Compensation for the Project.**

4.1 Compensation. Contractor's compensation for the Project, including those furnished by its Sub-contractors will not exceed \$231,460.47, as specifically detailed in **Exhibit B** ("Compensation").

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

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

**5. Billings and Payment.**

5.1 Applications.

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

5.2 Payment.

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

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

- a. If the Payment Application is rejected, the Project Manager will issue a written listing of the items not approved for payment.
- b. City may withhold an amount sufficient to pay expenses that City reasonably expects to incur in correcting the deficiency or deficiencies rejected for payment.
- c. Contractor will provide, by separate cover, and concurrent with the execution of this Agreement, all required financial information to the City, including City of Glendale Transaction Privilege License and Federal Taxpayer identification numbers.
- d. City will temporarily withhold Compensation amounts as required by A.R.S. § 34-221(C).

**6. Termination.**

6.1 For Convenience. City may terminate this Agreement for convenience, without cause, by delivering a written termination notice stating the effective termination date, which may not be less than 15 days following the date of delivery.

- a. Contractor will be equitably compensated any services and materials furnished prior to receipt of the termination notice and for reasonable costs incurred.
  - b. Contractor will also be similarly compensated for any approved effort expended and approved costs incurred that are directly associated with Project closeout and delivery of the required items to the City.
- 6.2 **For Cause.** City may terminate this Agreement for cause if Contractor fails to cure any breach of this Agreement within seven days after receipt of written notice specifying the breach.
- a. Contractor will not be entitled to further payment until after City has determined its damages. If City's damages resulting from the breach, as determined by City, are less than the equitable amount due but not paid Contractor for Service and Repair furnished, City will pay the amount due to Contractor, less City's damages.
  - b. If City's direct damages exceed amounts otherwise due to Contractor, Contractor must pay the difference to City immediately upon demand; however, Contractor will not be subject to consequential damages more than \$1,000,000 or the amount of this Agreement, whichever is greater.

## 7. Insurance.

For the duration of the term of this Agreement, Contractor shall procure and maintain insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of all tasks or work necessary to complete the Project as herein defined. Such insurance shall cover Contractor, its agent(s), representative(s), employee(s) and any subcontractors.

### 7.1 Minimum Scope and Limit of Insurance. Coverage must be at least as broad as:

(A) **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01, including products and completed operations, with limits of no less than \$1,000,000 per occurrence for bodily injury, personal injury, and property damage. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

(B) **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering Code 1 (any auto), with limits no less than \$1,000,000 per accident for bodily injury and property damage.

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

### 7.2 Other Insurance Provisions. The insurance policies required by Section 7.1 above must contain, or be endorsed to contain the following insurance provisions:

(A) **The City, its officers, officials, employees and volunteers are to be covered as additional insureds** of the CGL and automobile policies for any liability arising from or in connection with the performance of all tasks or work necessary to complete the Project as herein defined. Such liability may arise, but is not limited to, liability for materials, parts or equipment furnished in connection with any tasks, or work performed by Contractor or on its behalf and for liability arising from automobiles owned, leased, hired or borrowed on behalf of the Contractor. General liability coverage can be provided in the form of an endorsement to the Contractor's existing insurance policies, provide such endorsement is at least as broad as ISO Form CG 20 10, 11 85 or both CG 20 10 and CG 23 37, if later revisions are used.

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

(C) Each insurance policy required by the Section shall provide that coverage shall not be canceled, except after providing notice to the City.

7.3 **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best rating of no less than A: VII, unless the Contractor has obtained prior approval from the City stating that a non-conforming insurer is acceptable to the City.

7.4 **Waiver of Subrogation.** Contractor hereby agrees to waive its rights of subrogation which any insurer may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation. The Workers' Compensation Policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Contractor, its employees, agent(s) and subcontractor(s).

7.5 **Verification of Coverage.** Within 10 days of the Effective Date of this Agreement, Contractor shall furnish the City with original certificates and amendatory endorsements, or copies of any applicable insurance language effecting the coverage required by this Agreement. All certificates and endorsements must be received and approved by the City before work commences. Failure to obtain, submit or secure the City's approval of the required insurance policies, certificates or endorsements prior to the City's agreement that work may commence shall not waive the Contractor's obligations to obtain and verify insurance coverage as otherwise provided in this Section. The City reserves the right to require complete, certified copies of all required insurance policies, including any endorsements or amendments, required by this Agreement at any time during the Term stated herein.

Contractor's failure to obtain, submit or secure the City's approval of the required insurance policies, certificates or endorsements shall not be considered a Force Majeure or defense for any failure by the Contractor to comply with the terms and conditions of the Agreement, including any schedule for performance or completion of the Project.

7.6 **Subcontractors.** Contractor shall require and shall verify that all subcontractors maintain insurance meeting all requirements of this Agreement.

7.7 **Special Risk or Circumstances.** The City reserves the right to modify these insurance requirements, including any limits of coverage, based on the nature of the risk, prior experience, insurer, coverage or other circumstances unique to the Contractor, the Project or the insurer.

7.8 **Indemnification.**

- a. To the fullest extent permitted by law, Contractor must defend, indemnify, and hold harmless City and its elected officials, officers, employees and agents (each, an "Indemnified Party," collectively, the "Indemnified Parties"), for, from, and against any and all claims, demands, actions, damages, judgments, settlements, personal injury (including sickness, disease, death, and bodily harm), property damage (including loss of use), infringement, governmental action and all other losses and expenses, including attorneys' fees and litigation expenses (each, a "Demand or Expense"; collectively, "Demands or Expenses") asserted by a third-party (*i.e.*, a person or entity other than City or Contractor) and that arises out of or results from the breach of this Agreement by the Contractor or the Contractor's negligent actions, errors or omissions (including any Sub-contractor or other person or firm employed by Contractor), whether sustained before or after completion of the Project.
- b. This indemnity and hold harmless provision applies even if a Demand or Expense is in part due to the Indemnified Party's negligence or breach of a responsibility under this Agreement, but in that event, Contractor shall be liable only to the extent the Demand or Expense results from the negligence or breach of a responsibility of Contractor or of any person or entity for whom Contractor is responsible.

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

**8. Immigration Law Compliance.**

- 8.1 Contractor, and on behalf any subcontractor, warrants, to the extent applicable under A.R.S. § 41-4401, compliance with all federal immigration laws and regulations that relate to their employees as well as compliance with A.R.S. § 23-214(A) which requires registration and participation with the E-Verify Program.
- 8.2 Any breach of warranty under subsection 8.1 above is considered a material breach of this Agreement and is subject to penalties up to and including termination of this Agreement.
- 8.3 City retains the legal right to inspect the papers of any Contractor or subcontractor employee who performs work under this Agreement to ensure that the Contractor or any subcontractor is compliant with the warranty under subsection 8.1 above.
- 8.4 City may conduct random inspections, and upon request of City, Contractor shall provide copies of papers and records of Contractor demonstrating continued compliance with the warranty under subsection 8.1 above. Contractor agrees to keep papers and records available for inspection by the City during normal business hours and will cooperate with City in exercise of its statutory duties and not deny access to its business premises or applicable papers or records for the purposes of enforcement of this section.
- 8.5 Contractor agrees to incorporate into any subcontracts under this Agreement the same obligations imposed upon Contractor and expressly accrue those obligations directly to the benefit of the City. Contractor also agrees to require any subcontractor to incorporate into each of its own subcontracts under this Agreement the same obligations above and expressly accrue those obligations to the benefit of the City.
- 8.6 Contractor's warranty and obligations under this section to the City is continuing throughout the term of this Agreement or until such time as the City determines, in its sole discretion, that Arizona law has been modified in that compliance with this section is no longer a requirement.
- 8.7 The "E-Verify Program" above means the employment verification program administered by the United States Department of Homeland Security, the Social Security Administration, or any successor program.

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

**10. Notices.**

- 10.1 A notice, request or other communication that is required or permitted under this Agreement (each a "Notice") will be effective only if:
  - a. The Notice is in writing, and
  - b. Delivered in person or by private express overnight delivery service (delivery charges prepaid), certified or registered mail (return receipt requested).
  - c. Notice will be deemed to have been delivered to the person to whom it is addressed as of the date of receipt, if:
    - (1) Received on a business day, or before 5:00 p.m., at the address for Notices identified for the Party in this Agreement by U.S. Mail, hand delivery, or overnight courier on or before 5:00 p.m.; or
    - (2) As of the next business day after receipt, if received after 5:00 p.m.

- d. The burden of proof of the place and time of delivery is upon the Party giving the Notice.
- e. Digitalized signatures and copies of signatures will have the same effect as original signatures.

10.2 Representatives.

- a. Contractor. Contractor's representative ("Contractor's Representative") authorized to act on Contractor's behalf with respect to the Project, and his or her address for Notice delivery is:

Achen-Gardner Construction, LLC  
**Daniel Spitza**  
 550 South 79<sup>th</sup> Street  
 Chandler, Arizona 85226

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

City of Glendale  
 Jim McMains, Engineering Project Manager  
 5850 West Glendale Avenue, Suite 315  
 Glendale, Arizona 85301

With required copies to:

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

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

- c. Concurrent Notices.
  - (1) All notices to City's representative must be given concurrently to City Manager and City Attorney.
  - (2) A notice will not be considered to have been received by City's representative until the time that it has also been received by City Manager and City Attorney.
  - (3) City may appoint one or more designees for the purpose of receiving notice by delivery of a written notice to Contractor identifying the designee(s) and their respective addresses for notices.
- d. Changes. Contractor or City may change its representative or information on Notice, by giving Notice of the change in accordance with this section at least ten days prior to the change.

11. **Financing Assignment.** City may assign this Agreement to any City-affiliated entity, including a non-profit corporation or other entity whose primary purpose is to own or manage the Project.

12. **Term.** The term of this contract is one year, which shall commence on the Effective Date of this Agreement. This Agreement will terminate on the one-year anniversary of its Effective Date.

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

13.1 Integration. This Agreement contains, except as stated below, the entire agreement between City and Contractor and supersedes all prior conversations and negotiations between the parties regarding the Project or this Agreement.

- a. Neither Party has made any representations, warranties or agreements as to any matters concerning the Agreement's subject matter.
- b. Representations, statements, conditions, or warranties not contained in this Agreement will not be binding on the parties.



- c. Any solicitation, addendums and responses submitted by the Contractor are incorporated fully into this Agreement as Exhibit A. Any inconsistency between Exhibit A and this Agreement will be resolved by the terms and conditions stated in this Agreement.

13.2 Interpretation.

- a. The parties fairly negotiated the Agreement's provisions to the extent they believed necessary and with the legal representation they deemed appropriate.
- b. The parties are of equal bargaining position and this Agreement must be construed equally between the parties without consideration of which of the parties may have drafted this Agreement.
- c. The Agreement will be interpreted in accordance with the laws of the State of Arizona.

13.3 Survival. Except as specifically provided otherwise in this Agreement each warranty, representation, indemnification and hold harmless provision, insurance requirement, and every other right, remedy and responsibility of a Party, will survive completion of the Project, or the earlier termination of this Agreement.

13.4 Amendment. No amendment to this Agreement will be binding unless in writing and executed by the parties. Any amendment may be subject to City Council approval.

13.5 Remedies. All rights and remedies provided in this Agreement are cumulative and the exercise of any one or more right or remedy will not affect any other rights or remedies under this Agreement or applicable law.

13.6 Severability. If any provision of this Agreement is voided or found unenforceable, that determination will not affect the validity of the other provisions, and the voided or unenforceable provision will be reformed to conform to applicable law.

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

14. **Dispute Resolution.** Each claim, controversy and dispute ("Dispute") between Contractor and City will be resolved in accordance with Exhibit C. The final determination will be made by the City.

15. **Exhibits.** The following exhibits, with reference to the term in which they are first referenced, are incorporated by this reference.

Exhibit A	Project
Exhibit B	Compensation
Exhibit C	Dispute Resolution

(The remainder of this page left blank intentionally. Signatures appear on the following page.)

The parties enter into this Agreement as of the date shown above.

City of Glendale,  
an Arizona municipal corporation

\_\_\_\_\_  
By: Richard A. Bowers  
Its: Acting City Manager

ATTEST:

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

APPROVED AS TO FORM:

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

Achen-Gardner Construction, LLC  
an Arizona limited liability company

  
\_\_\_\_\_  
By: Daniel J. Spitz, P.E.  
Its: Vice President

WOMEN-OWNED/MINORITY BUSINESS [ ] YES [  ] NO

**EXHIBIT A  
CONSTRUCTION AGREEMENT**

**PROJECT**

*[See attached]*

## **Exhibit A- Scope of Work**

**Project 141527**

### **55<sup>th</sup> Avenue & Bethany Home Road Emergency Water Line Repair**

Emergency waterline repairs and other work related to damaged city streets caused by the rupture of an existing waterline near the intersection of 55th Avenue and Bethany Home Rd. Work includes replacement of mainline water pipe and fittings, fire hydrants, and water service line connections affected by the rupture. Scope of work also includes concrete and asphalt repairs and repair/replacement of traffic signal poles and equipment.

**EXHIBIT B  
CONSTRUCTION AGREEMENT**

**COMPENSATION**

**METHOD AND AMOUNT OF COMPENSATION**

Time and Material not to exceed.

**NOT-TO-EXCEED AMOUNT**

The total amount of compensation paid to Contractor for full completion of all work required by the Project during the entire term of the Project must not exceed \$231,460.47.

**DETAILED PROJECT COMPENSATION**

See Attached

Exhibit B

Project 141527

55<sup>th</sup> Avenue & Bethany Home Road Emergency Water Line Repair

<b>LABOR</b>	<b>\$56,081.91</b>
<b>EQUIPMENT</b>	<b>\$30,860.39</b>
<b>MATERIALS</b>	<b>\$63,882.78</b>
<b>SERVICE/OTHER</b>	<b>\$61,523.98</b>
<b>TAX, INSURANCE AND BOND</b>	<b>\$19,111.41</b>
<b>TOTAL</b>	<b>\$231,460.47</b>

**EXHIBIT C  
CONSTRUCTION AGREEMENT**

**DISPUTE RESOLUTION**

**1. Disputes.**

- 1.1 **Commitment.** The parties commit to resolving all disputes promptly, equitably, and in a good-faith, cost-effective manner.
- 1.2 **Application.** The provisions of this Exhibit will be used by the parties to resolve all controversies, claims, or disputes ("Dispute") arising out of or related to this Agreement-including Disputes regarding any alleged breaches of this Agreement.
- 1.3 **Initiation.** A party may initiate a Dispute by delivery of written notice of the Dispute, including the specifics of the Dispute, to the Representative of the other party as required in this Agreement.
- 1.4 **Informal Resolution.** When a Dispute notice is given, the parties will designate a member of their senior management who will be authorized to expeditiously resolve the Dispute.
  - a. The parties will provide each other with reasonable access during normal business hours to any and all non-privileged records, information and data pertaining to any Dispute in order to assist in resolving the Dispute as expeditiously and cost effectively as possible;
  - b. The parties' senior managers will meet within 10 business days to discuss and attempt to resolve the Dispute promptly, equitably, and in a good faith manner, and
  - c. The Senior Managers will agree to subsequent meetings if both parties agree that further meetings are necessary to reach a resolution of the Dispute.

**2. Arbitration.**

- 2.1 **Rules.** If the parties are unable to resolve the Dispute by negotiation within 30 days from the Dispute notice, and unless otherwise informal discussions are extended by the mutual agreement, the Dispute will be decided by binding arbitration in accordance with Construction Industry Rules of the AAA, as amended herein. Although the arbitration will be conducted in accordance with AAA Rules, it will not be administered by the AAA, but will be heard independently.
  - a. The parties will exercise best efforts to select an arbitrator within 5 business days after agreement for arbitration. If the parties have not agreed upon an arbitrator within this period, the parties will submit the selection of the arbitrator to one of the principals of the mediation firm of Scott & Skelly, LLC, who will then select the arbitrator. The parties will equally share the fees and costs incurred in the selection of the arbitrator.
  - b. The arbitrator selected must be an attorney with at least 15 years experience with commercial construction legal matters in Maricopa County, Arizona, be independent, impartial, and not have engaged in any business for or adverse to either Party for at least 10 years.
- 2.2 **Discovery.** The extent and the time set for discovery will be as determined by the arbitrator. Each Party must, however, within ten days of selection of an arbitrator deliver to the other Party copies of all documents in the delivering party's possession that are relevant to the dispute.
- 2.3 **Hearing.** The arbitration hearing will be held within 90 days of the appointment of the arbitrator. The arbitration hearing, all proceedings, and all discovery will be conducted in Glendale, Arizona unless otherwise agreed by the parties or required as a result of witness location. Telephonic hearings and other reasonable arrangements may be used to minimize costs.
- 2.4 **Award.** At the arbitration hearing, each Party will submit its position to the arbitrator, evidence to support that position, and the exact award sought in this matter with specificity. The arbitrator must select the award sought by one of the parties as the final judgment and may not independently

alter or modify the awards sought by the parties, fashion any remedy, or make any equitable order. The arbitrator has no authority to consider or award punitive damages.

2.5 Final Decision. The Arbitrator's decision should be rendered within 15 days after the arbitration hearing is concluded. This decision will be final and binding on the Parties.

2.6 Costs. The prevailing party may enter the arbitration in any court having jurisdiction in order to convert it to a judgment. The non-prevailing party shall pay all of the prevailing party's arbitration costs and expenses, including reasonable attorney's fees and costs.

3. **Services to Continue Pending Dispute.** Unless otherwise agreed to in writing, Contractor must continue to perform and maintain progress of required services during any Dispute resolution or arbitration proceedings, and City will continue to make payment to Contractor in accordance with this Agreement.

4. **Exceptions.**

4.1 Third Party Claims. City and Contractor are not required to arbitrate any third-party claim, cross-claim, counter claim, or other claim or defense of a third party who is not obligated by contract to arbitrate disputes with City and Contractor.

4.2 Liens. City or Contractor may commence and prosecute a civil action to contest a lien or stop notice, or enforce any lien or stop notice, but only to the extent the lien or stop notice the Party seeks to enforce is enforceable under Arizona Law, including, without limitation, an action under A.R.S. § 33-420, without the necessity of initiating or exhausting the procedures of this Exhibit.

4.3 Governmental Actions. This Exhibit does not apply to, and must not be construed to require arbitration of, any claims, actions or other process filed or issued by City of Glendale Building Safety Department or any other agency of City acting in its governmental permitting or other regulatory capacity.



## CONTRACT FOR LEGAL SERVICES

This CONTRACT FOR LEGAL SERVICES (the "Contract") is entered into and is effective as of the 1st day of July, 2015, by and between the CITY OF GLENDALE, an Arizona municipal corporation (the "City"), and the law firm of ENGELMAN BERGER, P.C. ("Counsel").

### RECITALS

- A. The Cities of Avondale, Chandler, Glendale, Mesa, and Scottsdale, pursuant to an Intergovernmental Agreement Relating To Joint Legal Representation In The Gila River General Stream Adjudication effective August 1, 2006 (the "IGA"), have entered into that certain Contract for Legal Services with Counsel, effective August 1, 2006 (the "Contract for Legal Services").
- B. The current renewal of the Contract for Legal Services expires on June 30, 2015 and is extended by this Contract effective July 1, 2015. Each City, respectively, and Counsel now wish to extend the term by which such legal services are provided by entering into this form of Contract.

### AGREEMENT

NOW THEREFORE, in consideration of the mutual agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and Counsel hereby agree as follows:

1. **Scope of Services.** Counsel agrees to represent City in the action known as The Gila River General Stream Adjudication and related matters and litigation (the "Adjudication") in accordance with the terms of this Contract and direction provided by the City to serve as its chief legal counsel in the Adjudication.
  - 1.1 Counsel agrees to perform legal services specified in this Contract and as identified in any litigation plan adopted by the cities who are parties to the IGA. The City Attorney for the City ("City Attorney") agrees to collectively direct and manage Counsel's activities with other city attorneys employed or retained by the cities who are parties to the IGA (each, an "IGA City", or collectively, the "IGA Cities"). City Attorney will further ensure that Counsel's activities are under and in accordance with the terms of this Contract; provided, that Counsel shall not be required to perform additional legal services under this Contract if the combined amount of legal services and costs has reached the maximum limit as provided in paragraph 3 of this Contract.
  - 1.2 Counsel agrees to represent City in any hearings relating to interlocutory issues identified by the Arizona Supreme Court as the subject of interlocutory appeals in the Adjudication ("interlocutory issues"). This representation shall include preparation of any and all briefs or other

pleadings, presentation of an expert witness, cross-examination of other witnesses, and oral argument as specified by City.

- 1.3 Counsel agrees to represent City regarding issues which are appealed to the Arizona Supreme Court or the United States Supreme Court from the Little Colorado River Adjudication and the Gila River Adjudication. This representation shall include activities as directed by the City Attorney.
- 1.4 Counsel agrees to review City's status as to the Statements of Claimant, and as to the Adjudication, in order to determine issues of common concern with other IGA Cities, e.g., prior decrees, abandonment and forfeitures, federally reserved rights to groundwater, appurtenancy, agency, and other parties' water rights, for the purpose of development of issues the City Attorney will direct Counsel to address in the Adjudication.
- 1.5 Counsel agrees to review relevant portions of the Adjudication records, such as prior pleadings, court orders, transcripts and steering committee reports, which are relevant for the purpose of development of issues the City Attorney will direct Counsel to address in the Adjudication.
- 1.6 Counsel may assist City on any matters before the trial court and special master in the Little Colorado River Adjudication and Gila River Adjudication.
- 1.7 Counsel may assist City on any matters before any court addressing the issue of the application of the public trust doctrine on Arizona streams including, but not limited to, Center for Biological Diversity v. Smith, (Maricopa County Superior Court Case No. CV 2002-000171).
- 1.8 Counsel agrees to assist City in developing a position on normal flow accounting issues and on severance, transfer, abandonment, and forfeiture issues. It is understood that these tasks will be undertaken in addition to work on the interlocutory issues pursuant to direction given by City.
- 1.9 During the term of this Contract, Counsel agrees to prepare any and all notices of appearance, statements of position and briefs, and to present oral argument which may be scheduled by the Arizona Supreme Court or the United States Supreme Court as to the interlocutory issues.
- 1.10 Should Counsel, City Attorney and all other city attorneys employed or retained by IGA Cities determine that technical consultants are required to assist Counsel in his performance of this Contract, such technical consultants may be employed only with the express consent of City Attorney, under such terms and conditions as the City Attorney may specify.
- 1.11 Subject to the activities contemplated in paragraph 11 of this Contract, Counsel shall meet with appropriate representatives of City as necessary to

discuss and evaluate the water interests of City and to discuss and evaluate the status of City's water claims in this Adjudication.

- 1.12 City shall provide Counsel a summary of its claim filed in the Adjudication, a description of its water supply and demand, the amount of each component of its water supply (i.e., Kent Decree rights, CAP rights, groundwater pumping, effluent use, etc.), projections of future water supply and demand for City, and other information necessary to assist Counsel in its representation of City in the Adjudication.
  - 1.13 When reasonably feasible, at least 10 calendar days prior to their due date, Counsel shall furnish City with draft copies of all motions or briefs to be filed on behalf of City that may be dispositive of a particular issue. If Counsel is unable to meet this 10 day deadline, Counsel shall promptly endeavor to make other arrangements satisfactory to City to address the strategy and major positions in the motion or brief to be filed on behalf of City.
  - 1.14 The Counsel will perform services describe in subparagraphs 1.6, 1.7, and 1.10 only upon the direction of the unanimous consensus of city attorneys who are employed or retained by the IGA Cities.
2. **Term of Contract.** Unless terminated as provided below, the term of this Contract shall expire on June 30, 2016; provided, this Contract may be renewed for one (1) additional one (1) year period upon the approval of the City Attorney.
  3. **Authorized Expenditures for Legal Services and Expenses.** City agrees to pay Counsel for services rendered hereunder according to the hourly rates and expenses set forth in Exhibit A, with City paying 21.25% of the total cost for all attorneys' fees rendered under this Contract and 20% of the total cost for all expert fees. The total annual cost to City for all attorneys' fees rendered under this Contract, including all expenses of any description for services rendered, shall not exceed \$25,500.00, and except as set forth below, City shall not be liable under this Contract for any amount in excess of \$25,500.00 per year, for services rendered under this Contract. The case budget for legal services and expenses will not include the costs of experts authorized pursuant to paragraph 6.
    - 3.1. The hourly rates for Counsel will include word processing services, clerical overtime and all other overhead expenses of Counsel which will not be billed to City; provided, that the expenses identified in Exhibit A will be separately itemized and billed to City.
    - 3.2. Only one attorney for Counsel may bill for performing the same major task, such as attending the same deposition, meeting, or hearing, unless Counsel has received the prior approval of the City Attorney; provided, that, without the prior approval of City Attorney, more than one attorney may bill for and assist in work related to research and preparation of pleadings and other documents prepared by Counsel. City and other IGA

Cities will appoint a contract manager, who may be the City Attorney and authorize such person to perform duties specified in this Contract.

4. **Payment for Service Billing Format.** Counsel shall prepare and distribute to City a monthly billing for services rendered under this Contract.
  - 4.1 The monthly billing shall consist of one aggregate billing of all services furnished to City and other IGA Cities under this Contract, with expert services that are authorized pursuant to paragraph 6 identified separately from the other furnished services.
  - 4.2 Counsel shall indicate clearly on each bill the allocated portion to be paid separately by City.
  - 4.3 Counsel agrees to assess expert fees equally amongst all IGA Cities. The amount of expert fees for City shall not exceed \$4,000.
  - 4.4 Within thirty (30) days of receipt of each monthly bill, City shall remit to Counsel its allocated portion of the aggregate monthly billing.
5. **Lead Attorney.** William H. Anger shall serve as Lead Attorney to City. Counsel shall not substitute another Lead Attorney to City and other IGA Cities without the prior written consent of City and other IGA Cities.
6. **Subcontracting/ Assignment; Experts.** Services covered by this Contract shall not be assigned or subcontracted, in whole or in part, without the prior written notice and consent of the City Attorney. Technical experts shall not be retained by Counsel at the expense of City without the prior written consent of the City Attorney. This Contract specifically contemplates that experts may be hired during the Contract term upon the unanimous written consent of all City Attorneys employed or retained by other IGA Cities for purposes related to whether federal reserved rights exist for state trust lands, the resolution of Tribal or Indian Community claims, and any other issues in the Adjudication as needed. The total cost to City for such expert services shall not exceed \$4,000.00.
7. **Insurance.** Counsel shall secure and maintain during the life of this Contract a Certificate of Insurance evidencing that Counsel carries Errors and Omission Professional Liability with limits no less than \$1,000,000. Insurance evidenced by this certificate shall not expire, be canceled, or be materially changed without 15 days prior written notice to City.
8. **Independent Contractor.** The services provided by Counsel under this Contract are those of an independent contractor, not an employee.
9. **Termination Under A.R.S. § 38-511.** In accordance with A.R.S. § 38-511, City may cancel any contract or agreement, without penalty or obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of City's departments or creating the Contract on behalf of

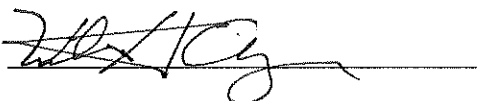
City's departments or agencies is, at any time while the Contract or any extension of the Contract is in effect, an employee or any other party of the Contract in any capacity or a consultant to any other party of the Contract with respect to the subject matter of this Contract. The cancellation shall be effective when written notice from City is received by all other parties to the Contract, unless the notice specifies a later time.

10. **Common Interests and Conflicts of Interest.** City acknowledges that Counsel is jointly representing City and other IGA Cities on matters stated in paragraph 1 of this Contract. To achieve economies of scale and to maximize the effectiveness of City in the Adjudication, City authorizes Counsel to seek strategies and positions in the Adjudication that advance the common interests of all IGA Cities. However, City also recognize that from time to time issues may arise in the Adjudication concerning which City and other IGA Cities may have diverse, incompatible or conflicting interests.
  - 10.1 Counsel will fully and timely inform and explain to City the factual and legal basis for each conflict of interest among IGA Cities which Counsel perceives as a result of the performance of its duties under this Contract respecting issues raised in Adjudication; and
  - 10.2 City will disclose to Counsel perceived or known conflicts of interest among the IGA Cities respecting issues raised in the Adjudication.
  - 10.3 In the event the IGA Cities, with Counsel's assistance, are unable to resolve a conflict of interest among them, such conflicts shall be dealt with in accordance with the Supreme Court's Rules of Professional Conduct; provided, however, this Contract shall be construed to confer upon City and upon Counsel a direct obligation to negotiate in good faith in an attempt to resolve such concerns in order to allow Counsel to continue to represent the remaining IGA Cities in situations where the rules would require Counsel to cease representing City.
  - 10.4 For convenience or cause other than a conflict of interest among the IGA Cities, City may withdraw from future obligations under this Contract upon written notice to Counsel. In such case, City will promptly pay Counsel for its proportional share of all legal services and expenses incurred up to the date of withdrawal. Upon request of City, Counsel shall provide City, within 30 days after receiving the written withdrawal notice from City, a copy of Counsel's files provided that City has paid Counsel for the photocopy charges incurred in copying said file. In the event City's withdrawal raises issues regarding use by Counsel for the other IGA Cities of confidential or privileged information, such conflict will be dealt with in accordance with the Supreme Court's Rules of Professional Conduct; provided, City will negotiate in good faith with Counsel and the other IGA Cities in order to allow Counsel to continue to represent the other IGA Cities in situations where such Rules would require Counsel to cease representing one or more IGA Cities.

- 10.5 Counsel will notify City if one of the IGA Cities has withdrawn from the joint representation contemplated in paragraph 10.
- 10.6 Given the large number of diverse and interested parties in the Adjudication, Counsel shall generally have the right to continue to represent or to undertake to represent existing or new clients in any matter consistent with the Supreme Court's Rules of Professional Conduct.
11. **Separate Representation.** This Contract does not prohibit IGA City or Cities from retaining the Counsel to perform legal services related to the Adjudication that are different in kind to those services performed under this Contract as long as: (i) Counsel is retained by a separate contract; (ii) the IGA City or Cities are billed separately for the services; and (iii) the services are not in furtherance of an issue in which the separately contracting IGA City or Cities have directly conflicting interests with City.
12. **Immigration Law Compliance.**
- 12.1 Counsel, on its own behalf and on behalf of any subcontractor, warrants, to the extent applicable under A.R.S. § 41-4401, compliance with all federal immigration laws and regulations that relate to their employees as well as compliance with A.R.S. § 23-214(A) which requires registration and participation with the E-Verify Program.
- 12.2 Any breach of warranty under subparagraph 12.1 above is considered a material breach of this Contract and is subject to penalties up to and including termination of this Contract.
- 12.3 City retains the legal right to inspect the papers of Counsel or a subcontractor employee who performs work under this Contract to ensure that Counsel or any subcontractor is compliant with the warranty under subparagraph 12.1 above.
- 12.4 City may conduct random inspections, and, upon request of City, Counsel will provide copies of papers and records of Counsel demonstrating continued compliance with the warranty under subparagraph 12.1 above. Counsel agrees to keep papers and records available for inspection by City during normal business hours and will cooperate with City in exercise of its statutory duties and not deny access to its business premises or applicable papers or records for the purposes of enforcement of this paragraph.
- 12.5 Counsel agrees to incorporate into any subcontracts under this Contract the same obligations imposed upon Counsel and expressly accrue those obligations directly to the benefit of City. Counsel also agrees to require any subcontractor to incorporate into each of its own subcontracts under this Contract the same obligations above and expressly accrue those obligations to the benefit of City.

- 12.6 Counsel's warranty and obligations under this section to City are continuing throughout the term of this Contract or until such time as City determines, in its sole discretion, that Arizona law has been modified and that compliance with this paragraph is no longer a requirement.
- 12.7 The "E-Verify Program" above means the employment verification program administered by the United States Department of Homeland Security, the Social Security Administration, or any successor program.

**ENGELMAN BERGER, P.C.**

By: 

Title: Shareholder/Partner

**CITY OF GLENDALE**, an  
Arizona Municipal Corporation

\_\_\_\_\_  
Michael Bailey, City Attorney

## EXHIBIT A

During the term of the Contract, Counsel will bill the Cities at the hourly rate of \$350.00 for the time of William H. Anger and other shareholders in the firm; Counsel's hourly rate may increase by \$15.00 per hour each year on the anniversary of the Effective Date. All other attorneys in the firm or attorneys contracted by the firm to perform services under this Contract will be billed at the rate not to exceed \$280.00 per hour which rate may be increased by \$15.00 per hour on the anniversary of the Effective Date. Paralegals will be billed at the rate of \$180.00 per hour, which rate may be increased by \$10.00 per hour on the anniversary of the Effective Date.

Counsel will bill for the reasonable expenses incurred in performing its legal services. These expenses will include long-distance telephone charges, fax charges, electronic research charges, delivery charges, mail expense associated with any filing in the case, printing and copying, and payments to third parties for filing fees, transcripts, travel expenses, including, without limitation, meals and lodging, for settlement negotiations and meetings outside of the Phoenix metropolitan area, and other items for the Cities' benefit under this Contract.





## Legislation Description

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**File #:** 15-583, **Version:** 1

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**AUTHORIZATION FOR EXPENDITURE OF FUNDS AND ENTER INTO A RENEWAL CONTRACT WITH ENGLEMAN BERGER, P.C. FOR LEGAL REPRESENTATION IN THE GILA RIVER GENERAL STREAM ADJUDICATION**

Staff Contact: Michael D. Bailey, City Attorney

**Purpose and Recommended Action**

This is a request for Council to authorize the Acting City Manager to approve the expenditure of funds and to enter into a renewal contract with the law firm of Engelman Berger, P.C. for legal representation in the Gila River General Stream Adjudication.

**Background**

Five cities, including Glendale, entered into an agreement with the law firm of Engleman Berger, P.C. for legal representation effective August 1, 2006. The legal services agreement between Glendale and Engelman Berger, P.C. has been renewed several times since 2006, most recently by the Council on December 10, 2013.

The Gila River General Stream Adjudication is a large water rights lawsuit. Ongoing since 1974, the Adjudication has resulted in several significant water rights settlements in Arizona. These settlements have brought certainty and stability for the parties involved.

**Analysis**

Staff recommends approval of this request. The Gila River General Stream Adjudication is an extremely important legal case that will adjudicate water rights for the Salt and Verde Rivers from which Glendale draws a substantial portion of its water supply. Joint legal representation allows cities without specialized water rights attorneys on staff to engage the best possible legal service for the least possible cost.

**Previous Related Council Action**

On December 10, 2013, Council renewed the Engelman Berger, P.C. legal services contract for the period ending June 30, 2014.

On February 26, 2013, Council renewed the Engelman Berger, P.C. legal services contract for the period ending June 30, 2013.

On June 27, 2006, Council adopted Resolution No. 3976, New Series, approving an intergovernmental agreement (IGA) with the cities of Avondale, Chandler, Mesa and Scottsdale for joint legal representation in the Gila River General Stream Adjudication. The five cities then engaged the law firm of Engelman Berger, P.C. for that legal representation effective August 1, 2006.

On January 6, 1992, the five cities of Glendale, Mesa, Chandler, Scottsdale and Tempe entered into an IGA for legal representation in the Gila River General Stream Adjudication; Tempe later withdrew from the IGA and was replaced by Avondale in 2006.

**Community Benefit/Public Involvement**

The 2012 Ad Hoc Citizen Task Force on Water and Sewer was briefed on the city’s water resources and had several recommendations regarding “Regional Collaboration and Water Resources Sustainability.” The Task Force recommended the city “should maintain beneficial partnerships allowing us to explore opportunities to identify, acquire and develop additional water resources.” Having continued, effective legal representation is a key to achieving this goal in the future and to protect the city’s existing water resource supplies.

**Budget and Financial Impacts**

The legal services contract shall not exceed \$29,500. This includes \$25,500 for attorney’s fees and up to \$4,000 for witness and consultant fees if needed. Funds are available in the FY 2015-2016 operating budget of the Water Services Department.

<b>Cost</b>	<b>Fund-Department-Account</b>
<b>\$25,500</b>	<b>2360-17110-518200, Utilities Administration</b>

Capital Expense? No

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?

## CONTRACT FOR LEGAL SERVICES

This CONTRACT FOR LEGAL SERVICES (the "Contract") is entered into and is effective as of the 1st day of July, 2015, by and between the CITY OF GLENDALE, an Arizona municipal corporation (the "City"), and the law firm of ENGELMAN BERGER, P.C. ("Counsel").

### RECITALS

- A. The Cities of Avondale, Chandler, Glendale, Mesa, and Scottsdale, pursuant to an Intergovernmental Agreement Relating To Joint Legal Representation In The Gila River General Stream Adjudication effective August 1, 2006 (the "IGA"), have entered into that certain Contract for Legal Services with Counsel, effective August 1, 2006 (the "Contract for Legal Services").
- B. The current renewal of the Contract for Legal Services expires on June 30, 2015 and is extended by this Contact effective July 1, 2015. Each City, respectively, and Counsel now wish to extend the term by which such legal services are provided by entering into this form of Contract.

### AGREEMENT

NOW THEREFORE, in consideration of the mutual agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and Counsel hereby agree as follows:

1. **Scope of Services.** Counsel agrees to represent City in the action known as The Gila River General Stream Adjudication and related matters and litigation (the "Adjudication") in accordance with the terms of this Contract and direction provided by the City to serve as its chief legal counsel in the Adjudication.
  - 1.1 Counsel agrees to perform legal services specified in this Contract and as identified in any litigation plan adopted by the cities who are parties to the IGA. The City Attorney for the City ("City Attorney") agrees to collectively direct and manage Counsel's activities with other city attorneys employed or retained by the cities who are parties to the IGA (each, an "IGA City", or collectively, the "IGA Cities"). City Attorney will further ensure that Counsel's activities are under and in accordance with the terms of this Contract; provided, that Counsel shall not be required to perform additional legal services under this Contract if the combined amount of legal services and costs has reached the maximum limit as provided in paragraph 3 of this Contract.
  - 1.2 Counsel agrees to represent City in any hearings relating to interlocutory issues identified by the Arizona Supreme Court as the subject of interlocutory appeals in the Adjudication ("interlocutory issues"). This representation shall include preparation of any and all briefs or other

pleadings, presentation of an expert witness, cross-examination of other witnesses, and oral argument as specified by City.

- 1.3 Counsel agrees to represent City regarding issues which are appealed to the Arizona Supreme Court or the United States Supreme Court from the Little Colorado River Adjudication and the Gila River Adjudication. This representation shall include activities as directed by the City Attorney.
- 1.4 Counsel agrees to review City's status as to the Statements of Claimant, and as to the Adjudication, in order to determine issues of common concern with other IGA Cities, e.g., prior decrees, abandonment and forfeitures, federally reserved rights to groundwater, appurtenancy, agency, and other parties' water rights, for the purpose of development of issues the City Attorney will direct Counsel to address in the Adjudication.
- 1.5 Counsel agrees to review relevant portions of the Adjudication records, such as prior pleadings, court orders, transcripts and steering committee reports, which are relevant for the purpose of development of issues the City Attorney will direct Counsel to address in the Adjudication.
- 1.6 Counsel may assist City on any matters before the trial court and special master in the Little Colorado River Adjudication and Gila River Adjudication.
- 1.7 Counsel may assist City on any matters before any court addressing the issue of the application of the public trust doctrine on Arizona streams including, but not limited to, Center for Biological Diversity v. Smith, (Maricopa County Superior Court Case No. CV 2002-000171).
- 1.8 Counsel agrees to assist City in developing a position on normal flow accounting issues and on severance, transfer, abandonment, and forfeiture issues. It is understood that these tasks will be undertaken in addition to work on the interlocutory issues pursuant to direction given by City.
- 1.9 During the term of this Contract, Counsel agrees to prepare any and all notices of appearance, statements of position and briefs, and to present oral argument which may be scheduled by the Arizona Supreme Court or the United States Supreme Court as to the interlocutory issues.
- 1.10 Should Counsel, City Attorney and all other city attorneys employed or retained by IGA Cities determine that technical consultants are required to assist Counsel in his performance of this Contract, such technical consultants may be employed only with the express consent of City Attorney, under such terms and conditions as the City Attorney may specify.
- 1.11 Subject to the activities contemplated in paragraph 11 of this Contract, Counsel shall meet with appropriate representatives of City as necessary to

discuss and evaluate the water interests of City and to discuss and evaluate the status of City's water claims in this Adjudication.

- 1.12 City shall provide Counsel a summary of its claim filed in the Adjudication, a description of its water supply and demand, the amount of each component of its water supply (i.e., Kent Decree rights, CAP rights, groundwater pumping, effluent use, etc.), projections of future water supply and demand for City, and other information necessary to assist Counsel in its representation of City in the Adjudication.
  - 1.13 When reasonably feasible, at least 10 calendar days prior to their due date, Counsel shall furnish City with draft copies of all motions or briefs to be filed on behalf of City that may be dispositive of a particular issue. If Counsel is unable to meet this 10 day deadline, Counsel shall promptly endeavor to make other arrangements satisfactory to City to address the strategy and major positions in the motion or brief to be filed on behalf of City.
  - 1.14 The Counsel will perform services describe in subparagraphs 1.6, 1.7, and 1.10 only upon the direction of the unanimous consensus of city attorneys who are employed or retained by the IGA Cities.
2. **Term of Contract.** Unless terminated as provided below, the term of this Contract shall expire on June 30, 2016; provided, this Contract may be renewed for one (1) additional one (1) year period upon the approval of the City Attorney.
  3. **Authorized Expenditures for Legal Services and Expenses.** City agrees to pay Counsel for services rendered hereunder according to the hourly rates and expenses set forth in Exhibit A, with City paying 21.25% of the total cost for all attorneys' fees rendered under this Contract and 20% of the total cost for all expert fees. The total annual cost to City for all attorneys' fees rendered under this Contract, including all expenses of any description for services rendered, shall not exceed \$25,500.00, and except as set forth below, City shall not be liable under this Contract for any amount in excess of \$25,500.00 per year, for services rendered under this Contract. The case budget for legal services and expenses will not include the costs of experts authorized pursuant to paragraph 6.
    - 3.1. The hourly rates for Counsel will include word processing services, clerical overtime and all other overhead expenses of Counsel which will not be billed to City; provided, that the expenses identified in Exhibit A will be separately itemized and billed to City.
    - 3.2. Only one attorney for Counsel may bill for performing the same major task, such as attending the same deposition, meeting, or hearing, unless Counsel has received the prior approval of the City Attorney; provided, that, without the prior approval of City Attorney, more than one attorney may bill for and assist in work related to research and preparation of pleadings and other documents prepared by Counsel. City and other IGA

Cities will appoint a contract manager, who may be the City Attorney and authorize such person to perform duties specified in this Contract.

4. **Payment for Service Billing Format.** Counsel shall prepare and distribute to City a monthly billing for services rendered under this Contract.
  - 4.1 The monthly billing shall consist of one aggregate billing of all services furnished to City and other IGA Cities under this Contract, with expert services that are authorized pursuant to paragraph 6 identified separately from the other furnished services.
  - 4.2 Counsel shall indicate clearly on each bill the allocated portion to be paid separately by City.
  - 4.3 Counsel agrees to assess expert fees equally amongst all IGA Cities. The amount of expert fees for City shall not exceed \$4,000.
  - 4.4 Within thirty (30) days of receipt of each monthly bill, City shall remit to Counsel its allocated portion of the aggregate monthly billing.
5. **Lead Attorney.** William H. Anger shall serve as Lead Attorney to City. Counsel shall not substitute another Lead Attorney to City and other IGA Cities without the prior written consent of City and other IGA Cities.
6. **Subcontracting/ Assignment; Experts.** Services covered by this Contract shall not be assigned or subcontracted, in whole or in part, without the prior written notice and consent of the City Attorney. Technical experts shall not be retained by Counsel at the expense of City without the prior written consent of the City Attorney. This Contract specifically contemplates that experts may be hired during the Contract term upon the unanimous written consent of all City Attorneys employed or retained by other IGA Cities for purposes related to whether federal reserved rights exist for state trust lands, the resolution of Tribal or Indian Community claims, and any other issues in the Adjudication as needed. The total cost to City for such expert services shall not exceed \$4,000.00.
7. **Insurance.** Counsel shall secure and maintain during the life of this Contract a Certificate of Insurance evidencing that Counsel carries Errors and Omission Professional Liability with limits no less than \$1,000,000. Insurance evidenced by this certificate shall not expire, be canceled, or be materially changed without 15 days prior written notice to City.
8. **Independent Contractor.** The services provided by Counsel under this Contract are those of an independent contractor, not an employee.
9. **Termination Under A.R.S. § 38-511.** In accordance with A.R.S. § 38-511, City may cancel any contract or agreement, without penalty or obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of City's departments or creating the Contract on behalf of

City's departments or agencies is, at any time while the Contract or any extension of the Contract is in effect, an employee or any other party of the Contract in any capacity or a consultant to any other party of the Contract with respect to the subject matter of this Contract. The cancellation shall be effective when written notice from City is received by all other parties to the Contract, unless the notice specifies a later time.

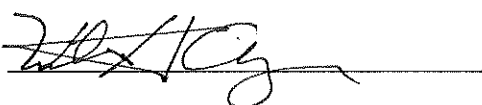
10. **Common Interests and Conflicts of Interest.** City acknowledges that Counsel is jointly representing City and other IGA Cities on matters stated in paragraph 1 of this Contract. To achieve economies of scale and to maximize the effectiveness of City in the Adjudication, City authorizes Counsel to seek strategies and positions in the Adjudication that advance the common interests of all IGA Cities. However, City also recognize that from time to time issues may arise in the Adjudication concerning which City and other IGA Cities may have diverse, incompatible or conflicting interests.
  - 10.1 Counsel will fully and timely inform and explain to City the factual and legal basis for each conflict of interest among IGA Cities which Counsel perceives as a result of the performance of its duties under this Contract respecting issues raised in Adjudication; and
  - 10.2 City will disclose to Counsel perceived or known conflicts of interest among the IGA Cities respecting issues raised in the Adjudication.
  - 10.3 In the event the IGA Cities, with Counsel's assistance, are unable to resolve a conflict of interest among them, such conflicts shall be dealt with in accordance with the Supreme Court's Rules of Professional Conduct; provided, however, this Contract shall be construed to confer upon City and upon Counsel a direct obligation to negotiate in good faith in an attempt to resolve such concerns in order to allow Counsel to continue to represent the remaining IGA Cities in situations where the rules would require Counsel to cease representing City.
  - 10.4 For convenience or cause other than a conflict of interest among the IGA Cities, City may withdraw from future obligations under this Contract upon written notice to Counsel. In such case, City will promptly pay Counsel for its proportional share of all legal services and expenses incurred up to the date of withdrawal. Upon request of City, Counsel shall provide City, within 30 days after receiving the written withdrawal notice from City, a copy of Counsel's files provided that City has paid Counsel for the photocopy charges incurred in copying said file. In the event City's withdrawal raises issues regarding use by Counsel for the other IGA Cities of confidential or privileged information, such conflict will be dealt with in accordance with the Supreme Court's Rules of Professional Conduct; provided, City will negotiate in good faith with Counsel and the other IGA Cities in order to allow Counsel to continue to represent the other IGA Cities in situations where such Rules would require Counsel to cease representing one or more IGA Cities.

- 10.5 Counsel will notify City if one of the IGA Cities has withdrawn from the joint representation contemplated in paragraph 10.
- 10.6 Given the large number of diverse and interested parties in the Adjudication, Counsel shall generally have the right to continue to represent or to undertake to represent existing or new clients in any matter consistent with the Supreme Court's Rules of Professional Conduct.
11. **Separate Representation.** This Contract does not prohibit IGA City or Cities from retaining the Counsel to perform legal services related to the Adjudication that are different in kind to those services performed under this Contract as long as: (i) Counsel is retained by a separate contract; (ii) the IGA City or Cities are billed separately for the services; and (iii) the services are not in furtherance of an issue in which the separately contracting IGA City or Cities have directly conflicting interests with City.
12. **Immigration Law Compliance.**
- 12.1 Counsel, on its own behalf and on behalf of any subcontractor, warrants, to the extent applicable under A.R.S. § 41-4401, compliance with all federal immigration laws and regulations that relate to their employees as well as compliance with A.R.S. § 23-214(A) which requires registration and participation with the E-Verify Program.
- 12.2 Any breach of warranty under subparagraph 12.1 above is considered a material breach of this Contract and is subject to penalties up to and including termination of this Contract.
- 12.3 City retains the legal right to inspect the papers of Counsel or a subcontractor employee who performs work under this Contract to ensure that Counsel or any subcontractor is compliant with the warranty under subparagraph 12.1 above.
- 12.4 City may conduct random inspections, and, upon request of City, Counsel will provide copies of papers and records of Counsel demonstrating continued compliance with the warranty under subparagraph 12.1 above. Counsel agrees to keep papers and records available for inspection by City during normal business hours and will cooperate with City in exercise of its statutory duties and not deny access to its business premises or applicable papers or records for the purposes of enforcement of this paragraph.
- 12.5 Counsel agrees to incorporate into any subcontracts under this Contract the same obligations imposed upon Counsel and expressly accrue those obligations directly to the benefit of City. Counsel also agrees to require any subcontractor to incorporate into each of its own subcontracts under this Contract the same obligations above and expressly accrue those obligations to the benefit of City.



- 12.6 Counsel's warranty and obligations under this section to City are continuing throughout the term of this Contract or until such time as City determines, in its sole discretion, that Arizona law has been modified and that compliance with this paragraph is no longer a requirement.
- 12.7 The "E-Verify Program" above means the employment verification program administered by the United States Department of Homeland Security, the Social Security Administration, or any successor program.

**ENGELMAN BERGER, P.C.**

By: 

Title: Shareholder/Partner

**CITY OF GLENDALE**, an  
Arizona Municipal Corporation

\_\_\_\_\_  
Michael Bailey, City Attorney

## EXHIBIT A

During the term of the Contract, Counsel will bill the Cities at the hourly rate of \$350.00 for the time of William H. Anger and other shareholders in the firm; Counsel's hourly rate may increase by \$15.00 per hour each year on the anniversary of the Effective Date. All other attorneys in the firm or attorneys contracted by the firm to perform services under this Contract will be billed at the rate not to exceed \$280.00 per hour which rate may be increased by \$15.00 per hour on the anniversary of the Effective Date. Paralegals will be billed at the rate of \$180.00 per hour, which rate may be increased by \$10.00 per hour on the anniversary of the Effective Date.

Counsel will bill for the reasonable expenses incurred in performing its legal services. These expenses will include long-distance telephone charges, fax charges, electronic research charges, delivery charges, mail expense associated with any filing in the case, printing and copying, and payments to third parties for filing fees, transcripts, travel expenses, including, without limitation, meals and lodging, for settlement negotiations and meetings outside of the Phoenix metropolitan area, and other items for the Cities' benefit under this Contract.

**LINKING AGREEMENT  
BETWEEN  
THE CITY OF GLENDALE, ARIZONA  
AND  
EMERGENCY VEHICLE GROUP, INC.**

THIS LINKING AGREEMENT (this "Agreement") is entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2015, between the City of Glendale, an Arizona municipal corporation (the "City"), and Emergency Vehicle Group, Inc., a Nevada corporation authorized to do business in Arizona ("Contractor"), collectively, the "Parties."

**RECITALS**

- A. On October 1, 2014, under the Houston-Galveston Area Council ("H-GAC"), the H-GAC entered into a contract with Contractor to purchase the goods and services described in the Ambulance, EMS & Other Special Service Vehicles Contract, Contract No. AM10-14, which is attached hereto as Exhibit A. The Ambulance, EMS & Other Special Service Vehicles Contract permits its cooperative use by other governmental agencies including the City. The Ambulance, EMS & Other Special Service Vehicles Contract is hereinafter referred to as the Cooperative Purchasing Agreement.
- B. Section 2-149 of the City's Procurement Code permits the Materials Manager to procure goods and services by participating with other governmental units in cooperative purchasing agreements when the best interests of the City would be served.
- C. Section 2-149 also provides that Materials Manager may enter into such cooperative agreements without meeting the formal or informal solicitation and bid requirements of Glendale City Code Sections 2-145 and 2-146.
- D. The City desires to contract with Contractor for supplies or services identical, or nearly identical, to the supplies or services Contractor is providing other units of government under the Cooperative Purchasing Agreement. Contractor consents to the City's utilization of the Cooperative Purchasing Agreement as the basis of this Agreement, and Contractor desires to enter into this Agreement to provide the supplies and services set forth in this Agreement.

**AGREEMENT**

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

1. Term of Agreement. The City is purchasing the supplies and/or services from Contractor pursuant to Cooperative Purchasing Agreement. According to the Cooperative Purchasing Agreement award and rate sheet, which are attached hereto as part of Exhibit B, purchases can be made by governmental entities from the date of award, which was October 1, 2014, until the date the contract expires on September 30, 2016, unless the term of the Cooperative Purchasing Agreement is extended by the mutual agreement of the original

contracting parties. The Cooperative Purchasing Agreement, however, may not extend the contract beyond September 30, 2016. The period of this Agreement therefore is the period from the Effective Date of this Agreement until September 30, 2016.

2. Scope of Work; Terms, Conditions, and Specifications.

- A. Contractor shall provide City the supplies and/or services identified in the Scope of Work attached as Exhibit C.
- B. Contractor agrees to comply with all the terms, conditions and specifications of the Cooperative Purchasing Agreement. Such terms, conditions and specifications are specifically incorporate into and are an enforceable part of this Agreement.

3. Compensation.

- A. City shall pay Contractor compensation at the same rate and on the same schedule as the Cooperative Purchasing Agreement, unless the City and Contractor agree to a different schedule, as provided in Exhibit D.
- B. The total purchase price for the supplies and/or services purchased under this Agreement shall not exceed two hundred nine thousand fifty-eight dollars and twenty-three cents (\$209,058.23).

4. Cancellation. This Agreement may be cancelled pursuant to A.R.S. § 38-511.

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

6. E-verify. Contractor complies with A.R.S. § 23-214 and agrees to comply with the requirements of A.R.S. § 41-4401.

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

City of Glendale  
c/o Wayne Smith  
6829 N. 58<sup>th</sup> Dr.  
Glendale, AZ 85301  
623-930-4411

and

Travis B. Grinstead  
c/o Emergency Vehicle Group, Inc.  
2883 E. Coronado St.  
Anaheim, CA 92806  
714-238-0110

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

“City”

“Contractor”

City of Glendale, an Arizona  
municipal corporation

Emergency Vehicle Group, Inc.,  
a Nevada corporation

By: \_\_\_\_\_  
Richard A. Bowers  
Acting City Manager

By: TSB  
Name: Travis B. Grinstead  
Title: President and Co-Founder

ATTEST:

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

APPROVED AS TO FORM:

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

**LINKING AGREEMENT  
BETWEEN  
THE CITY OF GLENDALE, ARIZONA  
AND  
EMERGENCY VEHICLE GROUP, INC.**

**EXHIBIT A**

Ambulance, EMS & Other Special Service Vehicle Contract, Contract No. AM10-14

A CONTRACT BETWEEN  
HOUSTON-GALVESTON AREA COUNCIL  
Houston, Texas  
AND  
WHEELED COACH INDUSTRIES, INC.  
Winter Park, Florida

This Contract is made and entered into by the Houston-Galveston Area Council of Governments, hereinafter referred to as H-GAC, having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027, AND, Wheeled Coach Industries, Inc., hereinafter referred to as the CONTRACTOR, having its principal place of business at 2737 North Forsyth Road, Winter Park, Florida 32792.

**ARTICLE 1: SCOPE OF SERVICES**

The parties have entered into an Ambulances, EMS & Other Special Service Vehicles Contract to become effective as of October 1, 2014, and to continue through September 30, 2016 (the "Contract"), subject to extension upon mutual agreement of the CONTRACTOR and H-GAC. H-GAC enters into the Contract as Agent for participating governmental agencies, each hereinafter referred to as END USER, for the purchase of Ambulances, EMS & Other Special Service Vehicles offered by the CONTRACTOR in states other than Texas. The CONTRACTOR agrees to sell Ambulances, EMS & Other Special Service Vehicles through the H-GAC Contract to END USERS in states other than Texas.

**ARTICLE 2: THE COMPLETE AGREEMENT**

The Contract shall consist of the documents identified below in order of precedence:

1. The text of this Contract form, including but not limited to, Attachment A
2. General Terms and Conditions
3. Bid Specifications No: AM10-14, including any relevant suffixes
4. CONTRACTOR's Response to Bid No: AM10-14, including but not limited to, prices and options offered

All of which are either attached hereto or incorporated by reference and hereby made a part of this Contract, and shall constitute the complete agreement between the parties hereto. This Contract supersedes any and all oral or written agreements between the parties relating to matters herein. Except as otherwise provided herein, this Contract cannot be modified without the written consent of both parties.

**ARTICLE 3: LEGAL AUTHORITY**

CONTRACTOR and H-GAC warrant and represent to each other that they have adequate legal counsel and authority to enter into this Contract. The governing bodies, where applicable, have authorized the signatory officials to enter into this Contract and bind the parties to the terms of this Contract and any subsequent amendments thereto.

**ARTICLE 4: APPLICABLE LAWS**

The parties agree to conduct all activities under this Contract in accordance with all applicable rules, regulations, directives, issuances, ordinances, and laws in effect or promulgated during the term of this Contract.

**ARTICLE 5: INDEPENDENT CONTRACTOR**

The execution of this Contract and the rendering of services prescribed by this Contract do not change the independent status of H-GAC or CONTRACTOR. No provision of this Contract or act of H-GAC in performance of this Contract shall be construed as making CONTRACTOR the agent, servant or employee of H-GAC, the State of Texas or the United States Government. Employees of CONTRACTOR are subject to the exclusive control and supervision of CONTRACTOR. CONTRACTOR is solely responsible for employee payrolls and claims arising therefrom.

**ARTICLE 6: END USER AGREEMENTS**

H-GAC acknowledges that the END USER may choose to enter into an End User Agreement with the CONTRACTOR through this Contract and that the term of said Agreement may exceed the term of the H-GAC Contract. However this acknowledgement is not to be construed as H-GAC's endorsement or approval of the End User Agreement terms and conditions. CONTRACTOR agrees not to offer to, agree to or accept from END USER any terms or conditions that conflict with or contravene those in CONTRACTOR's H-GAC contract. Further, termination of this Contract for any reason shall not result in the termination of the underlying End User Agreements entered into between CONTRACTOR and any END USER which shall, in each instance, continue pursuant to their stated terms and duration. The only effect of termination of this Contract is that CONTRACTOR will no longer be able to enter into any new End User Agreements with END USERS pursuant to this Contract. Applicable H-GAC order processing charges will be due and payable to H-GAC on any End User

Agreements surviving termination of this Contract between H-GAC and CONTRACTOR .

**ARTICLE 7: SUBCONTRACTS & ASSIGNMENTS**

CONTRACTOR agrees not to subcontract, assign, transfer, convey, sublet or otherwise dispose of this Contract or any right, title, obligation or interest it may have therein to any third party without prior written notice to H-GAC. H-GAC reserves the right to accept or reject any such change. CONTRACTOR shall continue to remain responsible for all performance under this Contract regardless of any subcontract or assignment. H-GAC shall be liable solely to CONTRACTOR and not to any of its Subcontractors or Assignees.

**ARTICLE 8: EXAMINATION AND RETENTION OF CONTRACTOR'S RECORDS**

CONTRACTOR shall maintain during the course of its work, complete and accurate records of items that are chargeable to END USER under this Contract. H-GAC, through its staff or its designated public accounting firm, the State of Texas, or the United States Government shall have the right at any reasonable time to inspect copy and audit those records on or off the premises of CONTRACTOR. Failure to provide access to records may be cause for termination of this Contract. CONTRACTOR shall maintain all records pertinent to this Contract for a period of not less than five (5) calendar years from the date of acceptance of the final contract closeout and until any outstanding litigation, audit or claim has been resolved. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. CONTRACTOR further agrees to include in all subcontracts under this Contract, a provision to the effect that the subcontractor agrees that H-GAC'S duly authorized representatives, shall, until the expiration of five (5) calendar years after final payment under the subcontract or until all audit findings have been resolved, have access to, and the right to examine and copy any directly pertinent books, documents, papers, invoices and records of such subcontractor involving any transaction relating to the subcontract.

**ARTICLE 9: REPORTING REQUIREMENTS**

CONTRACTOR agrees to submit reports or other documentation in accordance with the General Terms and Conditions of the Bid Specifications. If CONTRACTOR fails to submit to H-GAC in a timely and satisfactory manner any such report or documentation, or otherwise fails to satisfactorily render performance hereunder, such failure may be considered cause for termination of this Contract.

**ARTICLE 10: MOST FAVORED CUSTOMER CLAUSE**

If CONTRACTOR, at any time during this Contract, routinely enters into agreements with other governmental customers within the State of Texas, and offers the same or substantially the same products/services offered to H-GAC on a basis that provides prices, warranties, benefits, and or terms more favorable than those provided to H-GAC, CONTRACTOR shall notify H-GAC within ten (10) business days thereafter of that offering and this Contract shall be deemed to be automatically amended effective retroactively to the effective date of the most favorable contract, wherein CONTRACTOR shall provide the same prices, warranties, benefits, or terms to H-GAC and its END USER. H-GAC shall have the right and option at any time to decline to accept any such change, in which case the amendment shall be deemed null and void. If CONTRACTOR is of the opinion that any apparently more favorable price, warranty, benefit, or term charged and/or offered a customer during the term of this Contract is not in fact most favored treatment, CONTRACTOR shall within ten (10) business days notify H-GAC in writing, setting forth the detailed reasons CONTRACTOR believes aforesaid offer which has been deemed to be a most favored treatment, is not in fact most favored treatment. H-GAC, after due consideration of such written explanation, may decline to accept such explanation and thereupon this Contract between H-GAC and CONTRACTOR shall be automatically amended, effective retroactively, to the effective date of the most favored agreement, to provide the same prices, warranties, benefits, or terms to H-GAC.

The Parties accept the following definition of routine: A prescribed, detailed course of action to be followed regularly; a standard procedure.

*EXCEPTION: This clause shall not be applicable to prices and price adjustments offered by a bidder, or contractor, which are not within bidder's control (example; a manufacturer's bid concession), or to any prices offered to the Federal Government and its agencies.*

**ARTICLE 11: SEVERABILITY**

All parties agree that should any provision of this Contract be determined to be invalid or unenforceable, such determination shall not affect any other term of this Contract, which shall continue in full force and effect.

**ARTICLE 12: DISPUTES**

Any and all disputes concerning questions of fact or of law arising under this Contract, which are not disposed of by agreement, shall be decided by the Executive Director of H-GAC or his designee, who shall reduce his decision to writing and provide notice thereof to CONTRACTOR. The decision of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of such notice, CONTRACTOR requests a rehearing from the Executive Director of H-GAC. In connection with any rehearing under this Article, CONTRACTOR shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. CONTRACTOR may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder,



CONTRACTOR shall proceed diligently with the performance of this Contract and in accordance with H-GAC'S final decision.

**ARTICLE 13: LIMITATION OF CONTRACTOR'S LIABILITY**

Except as specified in any separate writing between the CONTRACTOR and an END USER, CONTRACTOR'S total liability under this Contract, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify H-GAC described in Article 14, is limited to the price of the particular products/services sold hereunder, and CONTRACTOR agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. In no event will CONTRACTOR be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. CONTRACTOR understands and agrees that it shall be liable to repay and shall repay upon demand to END USER any amounts determined by H-GAC, its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Contract.

**ARTICLE 14: LIMIT OF H-GAC'S LIABILITY AND INDEMNIFICATION OF H-GAC**

H-GAC'S liability under this Contract, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to its order processing charge. In no event will H-GAC be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor agrees, to the extent permitted by law, to defend and hold harmless H-GAC, its board members, officers, agents, officials, employees, and indemnities from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgments, and liens arising as a result of CONTRACTOR'S negligent act or omission under this Contract. CONTRACTOR shall notify H-GAC of the threat of lawsuit or of any actual suit filed against CONTRACTOR relating to this Contract.

**ARTICLE 15: TERMINATION FOR CAUSE**

H-GAC may terminate this Contract for cause based upon the failure of CONTRACTOR to comply with the terms and/or conditions of the Contract; provided that H-GAC shall give CONTRACTOR written notice specifying CONTRACTOR'S failure. If within thirty (30) days after receipt of such notice, CONTRACTOR shall not have either corrected such failure, or thereafter proceeded diligently to complete such correction, then H-GAC may, at its option, place CONTRACTOR in default and the Contract shall terminate on the date specified in such notice. CONTRACTOR shall pay to H-GAC any order processing charges due from CONTRACTOR on that portion of the Contract actually performed by CONTRACTOR and for which compensation was received by CONTRACTOR.

**ARTICLE 16: TERMINATION FOR CONVENIENCE**

Either H-GAC or CONTRACTOR may cancel or terminate this Contract at any time by giving thirty (30) days written notice to the other. CONTRACTOR may be entitled to payment from END USER for services actually performed; to the extent said services are satisfactory to END USER. CONTRACTOR shall pay to H-GAC any order processing charges due from CONTRACTOR on that portion of the Contract actually performed by CONTRACTOR and for which compensation is received by CONTRACTOR.

**ARTICLE 17: CIVIL AND CRIMINAL PROVISIONS AND SANCTIONS**

CONTRACTOR agrees that it will perform under this Contract in conformance with safeguards against fraud and abuse as set forth by H-GAC, the State of Texas, and the acts and regulations of any funding entity. CONTRACTOR agrees to notify H-GAC of any suspected fraud, abuse or other criminal activity related to this Contract through filing of a written report promptly after it becomes aware of such activity.

**ARTICLE 18: GOVERNING LAW & VENUE**

This Contract shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with this Contract shall lie exclusively in Harris County, Texas. Disputes between END USER and CONTRACTOR are to be resolved in accord with the law and venue rules of the state of purchase. CONTRACTOR shall immediately notify H-GAC of such disputes.

**ARTICLE 19: PAYMENT OF H-GAC ORDER PROCESSING CHARGE**

CONTRACTOR agrees to sell its products to END USERS based on the pricing and other terms of this Contract, including, but not limited to, the payment of the applicable H-GAC order processing charge. On notification from an END USER that an order has been placed with CONTRACTOR, H-GAC will invoice CONTRACTOR for the applicable order processing charge. Upon delivery of any product/service by CONTRACTOR and acceptance by END USER, CONTRACTOR shall, within thirty (30) calendar days or ten (10) business days after receipt of payment, whichever is less, pay H-GAC the full amount of the applicable order processing charge, whether or not CONTRACTOR has received an invoice from H-GAC. For sales made by CONTRACTOR based on this contract, including sales to entities without Interlocal Contracts, CONTRACTOR shall pay the applicable order processing charges to H-GAC. Further, CONTRACTOR agrees to encourage entities who are not members of H-GAC'S Cooperative Purchasing Program to execute an H-GAC Interlocal Contract. H-GAC reserves the right to take appropriate actions including, but not limited to, contract termination if CONTRACTOR fails to promptly remit H-GAC'S order processing charge. In no event shall H-GAC have any liability to CONTRACTOR for any goods or services an END USER procures from CONTRACTOR.

**ARTICLE 20:**

**LIQUIDATED DAMAGES**

Any liquidated damages terms will be determined between CONTRACTOR and END USER at the time END USER's purchase order is placed.

**ARTICLE 21:**

**PERFORMANCE AND PAYMENT BONDS FOR INDIVIDUAL ORDERS**

H-GAC's contractual requirements DO NOT include a Performance & Payment Bond (PPB), and offered pricing should reflect this cost saving. However, CONTRACTOR must be prepared to offer a PPB to cover any specific order if so requested by END USER. CONTRACTOR shall quote a price to END USER for provision of any requested PPB, and agrees to furnish the PPB within ten business (10) days of receipt of END USER's purchase order.

**ARTICLE 22:**

**CHANGE OF CONTRACTOR STATUS**

CONTRACTOR shall immediately notify H-GAC, in writing, of ANY change in ownership, control, dealership/franchisee status, Motor Vehicle license status, or name, and shall also advise whether or not this Contract shall be affected in any way by such change. H-GAC shall have the right to determine whether or not such change is acceptable, and to determine what action shall be warranted, up to and including cancellation of Contract.

**ARTICLE 23:**

**LICENSING REQUIRED BY TEXAS MOTOR VEHICLE BOARD (IF APPLICABLE)**

CONTRACTOR will for the duration of this Contract maintain current licenses that are required by the Texas Motor Vehicle Commission Code. If at any time during this Contract period, any CONTRACTOR'S license is not renewed, or is denied or revoked, CONTRACTOR shall be deemed to be in default of this Contract unless the Motor Vehicle Board issues a stay or waiver. Contractor shall promptly provide copies of all current applicable Texas Motor Vehicle Board documentation to H-GAC upon request.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed by their duly authorized representatives.

Signed for Houston-Galveston  
Area Council, Houston, Texas:

  
\_\_\_\_\_  
Jack Smole, Executive Director

Attest for Houston-Galveston  
Area Council, Houston, Texas:

  
\_\_\_\_\_  
Doree Vick, Director of Public Services

Date: Oct 8, 2014


Signed for Wheeled Coach Industries, Inc.  
Winter Park, Florida:

  
\_\_\_\_\_  
Paul Holzapfel, Sales Operations Director

Printed Name & Title: \_\_\_\_\_

Date: September 8, 2014

Attest for Wheeled Coach Industries, Inc.  
Winter Park, Florida:

  
\_\_\_\_\_  
Scott Barnes, Vice President

Printed Name & Title: \_\_\_\_\_

Date: September 8, 2014

**LINKING AGREEMENT  
BETWEEN  
THE CITY OF GLENDALE, ARIZONA  
AND  
EMERGENCY VEHICLE GROUP, INC.**

**EXHIBIT B  
Rate Sheet**

Attachment A  
Wheeled Coach Industries, Inc.  
Ambulances, EMS & Other Special Service Vehicles  
Contract No.: AM10-14

HH: Wheeled Coach		All 2014 Chassis
<b>A. Ambulance</b>		
HHA01	Type I Custom Series, Ford F-350 DRW	\$ 116,500.00
HHA02	Type I Custom Series, Ford F-450 DRW	\$ 129,710.00
HHA03	Type I Custom Series, RAM 3500, Cummins Diesel DRW	\$ 112,812.00
HHA04	Type I Custom Series, RAM 4500, Cummins Diesel DRW	\$ 134,434.00
HHA05	Type I CitiMedic, Ford F-350 DRW	\$ 110,302.00
HHA06	Type I CitiMedic, Chevrolet 3500 Diesel DRW	\$ 106,253.00
HHA07	Type I CitiMedic, RAM 3500, Cummins Diesel DRW	\$ 106,656.00
HHA08	Type I Custom Series, Chevrolet CK3500	\$ 112,392.00
HHA09	Type I Custom Series, Ford F-350 DRW Generator Powered	\$ 142,066.00
HHA10	Type I Custom Series, Ford F-450 DRW Generator Powered	\$ 153,678.00
HHA11	Type II Crusader Plus, Ford E-350 SRW	\$ 60,982.00
HHA12	Type II, Transit, Ford	\$ 74,628.00
HHA13	Type II Crusader Plus, Chevrolet G-30 SRW	\$ 68,067.00
HHA14	Type II, Dodge Van	\$ 75,276.00
HHA15	Type II Sprinter Plus	\$ 74,559.00
HHA16	Type III Custom Series, Ford E-350 DRW	\$ 107,286.00
HHA17	Type III Custom Series, Chevrolet Cutaway Diesel DRW - G3500	\$ 114,149.00
HHA18	Type III Custom Series, Chevrolet Cutaway Diesel DRW - G4500	\$ 119,771.00
HHA19	Type III Custom Series, Ford E-450 DRW	\$ 112,196.00
HHA20	Type III, Sprinter Series	\$ 113,740.00
HHA21	Type VII CitiMedic, Ford E-350 DRW	\$ 96,194.00
HHA22	Type VII CitiMedic, Chevrolet Cutaway Diesel DRW	\$ 104,518.00
HHA23	Type IX, MAV Terra Star	\$ 141,639.00
HHA24	Type IX, MAV, International 4300, Diesel DRW	\$ 161,297.00
HHA25	Type IX, MAV, Freightliner M2, Diesel DRW	\$ 155,102.00
HHA26	Type IX, MAV, Ford F-650	\$ 150,842.00
<b>E. Remounts (See Section B, p. 8 Items 17-18 for specifics regarding "Remount" pricing)</b>		
HHE01	Remount only - Type I	\$ 24,750.00
HHE02	Remount only - Type III	\$ 24,750.00
HHE03	Remount only - Medium Duty	\$ 25,850.00
HHE04	Remount on chassis - Ford F-350 Type I	\$ 65,511.00
HHE05	Remount on chassis - Ford F-450 Type I	\$ 68,419.00
HHE06	Remount on chassis - Ford E-350 Type III	\$ 56,229.00
HHE07	Remount on chassis - Ford E-450 Type III	\$ 58,541.00
HHE08	Remount on chassis - Chevrolet C3500 Type I	\$ 63,214.00
HHE09	Remount on chassis - Chevrolet G3500 Type III	\$ 64,565.00
HHE10	Remount on chassis - Chevrolet G4500 Type III	\$ 66,903.00
HHE11	Remount on chassis - RAM 3500 Type I	\$ 61,434.00
HHE12	Remount on chassis - RAM 4500 Type I	\$ 64,891.00
HHE13	Remount on chassis - International 4300 Type I	\$ 101,123.00
HHE14	Remount on chassis - Terra Star Type I	\$ 82,225.00
HHE15	Remount on chassis - Freightliner M2 Type I	\$ 101,123.00

**LINKING AGREEMENT  
BETWEEN  
THE CITY OF GLENDALE, ARIZONA  
AND  
EMERGENCY VEHICLE GROUP, INC.**

**EXHIBIT C  
Scope of Work**

**PROJECT**

City will purchase a new vehicle from Emergency Vehicle Group to replace the damaged truck that has been deemed unrepairable by equipment management and recommended for replacement.

**LINKING AGREEMENT  
BETWEEN  
THE CITY OF GLENDALE, ARIZONA  
AND  
EMERGENCY VEHICLE GROUP, INC.**

**EXHIBIT D**

**METHOD AND AMOUNT OF COMPENSATION**

Method of payment is provided in Article 19 of the original Contract #AM 10-14.

**NOT TO EXCEED AMOUNT**

The total amount of compensation paid to Contractor for full completion of all work required by the Project during the entire term of the Project must not exceed \$209,058.23.

**DETAILED PROJECT COMPENSATION**

The City is retaining Emergency Vehicle Group, Inc., for the purchase of one (1) Wheeled Coach 9170 Ambulance on 2016 International Terrastar, 4 x 2, Diesel Powered Two Door Standard Cab Chassis.



July 15, 2015

Glendale Fire Department  
Deputy Chief Wayne Smith  
8557 North 78th Street  
Glendale AZ 85345

Re: Wheeled Coach HGAC Compliance

Dear Chief Smith,

The work order and drawings for the Wheeled Coach Industries ambulance offered through Emergency Vehicle Group, Inc. for the Glendale Fire Department to purchase complies with all H-GAC (Houston-Galveston Area Council) guidelines.

The ambulance proposed is a 2016 Wheeled Coach Custom 170" Ambulance on an International Terrastar chassis.

Should you need anything additional, please do not hesitate to contact Garrett Adelman or myself at anytime.

We appreciate the opportunity and look forward to working with you and the Glendale Fire Department.

Sincerely,

A handwritten signature in black ink, appearing to read "T. B. Grinstead".

Travis B. Grinstead  
President and Co-Founder



September 8, 2015

Deputy Chief Wayne Smith  
Glendale Fire Department  
8557 North 78th Street  
Glendale, Arizona 85345

RE: Offer to Provide One (1) Wheeled Coach 9170 Ambulance(s) on 2016 International Terrastar, 4 x 2, Diesel Powered Two Door Standard Cab Chassis

Attention: Deputy Chief Wayne Smith

On behalf of Emergency Vehicle Group, Inc., I would like to thank you for the opportunity to provide you with the following offer for the Glendale Fire Department to purchase One (1) Wheeled Coach 9170 Ambulance(s) on 2016 International Terrastar, 4 x 2, Diesel Powered Two Door Standard Cab Chassis

Emergency Vehicle Group, Inc. (EVG) is proud to be in the business of serving those who bravely serve our communities and help ensure the safety of our families and friends. Our pledge is to offer you the same quality of service and expertise that is demanded from you. Over the years we have introduced fire departments, municipalities and private companies to the absolute best in service, sales and support for emergency vehicle products.

We proudly serve California, Arizona and Nevada and offer you premium custom products along with the best value available in the industry. EVG accomplishes this by representing Spartan ERV Apparatus, SVI Trucks, Wheeled Coach Ambulance, Road Rescue Ambulances, Lifeline Ambulances and McCoy Miller Ambulances as well as ambulance remounts and command vehicles built by EVG.

EVG employs EVT and ASE Certified Mechanics with decades of experience in servicing emergency vehicles, fire apparatus and ambulances. EVG recognizes the importance of these vehicles as a life saving device and take great pride in serving those that bravely serve and protect us. Our corporate office, remount and main service facility is located in Anaheim, CA.

Our mission is to develop long-term relationships and provide our customers with "honest, intelligent effort" in everything we do for you. We are committed to do whatever it takes to surpass customers' expectations by continually improving upon what we do.

All of us at Emergency Vehicle Group, Inc. believe in long-term relationships and we look forward to the opportunity of working with you and the Glendale Fire Department. I would again like to thank you for the opportunity. Each of us at EVG offer you our sincere pledge of "Honest, Intelligent Effort" in everything we do for you now, and in the future.

Sincerely,

Garett Adelman  
Regional Account Manager

2883 E. Coronado St. Anaheim, CA 92806  
Tel: 714-238-0110 Fax: 714-238-0120  
[www.evginc.net](http://www.evginc.net)





### CONTRACT PRICING WORKSHEET For MOTOR VEHICLES Only

**Contract No.:**

AM10-14

**Date Prepared:**

8/28/2015

*This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents **MUST** be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.*

<b>Buying Agency:</b>	Glendale Fire Department	<b>Contractor:</b>	Emergency Vehicle Group, Inc.
<b>Contact Person:</b>	Deputy Chief Wayne Smith	<b>Prepared By:</b>	Mark Verbeck
<b>Phone:</b>	623-930-4411	<b>Phone:</b>	714-238-0110
<b>Fax:</b>		<b>Fax:</b>	714-238-0120
<b>Email:</b>	WLSmith@GLENDALEAZ.com	<b>Email:</b>	mverbeck@evginc.net
<b>Product Code:</b>	HHA23	<b>Description:</b>	Type IX MAV Terrastar

**A. Product Item Base Unit Price Per Contractor's H-GAC Contract:** \$141,639.00

**B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.**  
(Note: Published Options are options which were submitted and priced in Contractor's bid)

Description	Cost	Description	Cost
Published Options Worksheet Page 1 Total	\$ 25,510		
Published Options Worksheet Page 2 Total	\$ -		
<b>Subtotal B:</b>			<b>\$ 25,510</b>

**C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.**  
(Note: Unpublished options are items which were not submitted and priced in Contractor's bid)

Description	Cost	Description	Cost
Un-Published Options Worksheet Page 1 Total	\$ 16,028		
Un-Published Options Worksheet Page 2 Total	\$ 5,008		
<b>Subtotal C:</b>			<b>\$ 21,036</b>

**Check:** Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B). For this transaction the percentage is: 13%

<b>D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C)</b>				
<b>Quantity Ordered:</b>	1	<b>X Subtotal of A + B + C:</b>	\$188,185.00	<b>Subtotal D:</b> \$188,185.00
<b>E. H-GAC Order Processing Charge (Amount Per Current Policy)</b>				<b>Subtotal E:</b> \$1,000.00

<b>F. Trade-Ins / Other Allowances / Special Discounts / Freight / Installation</b>				
Description	Cost	Description	Cost	
Delivery Fee	\$ 3,500			
Document Fees	\$ 80			
<b>Subtotal F:</b>			<b>\$ 3,580</b>	

**Delivery Date:** 120 Days after receipt of chassis **G. Total Purchase Price (D+E+F): \$ 192,765.00**



**HGAC**  
**Published**  
**and**  
**Unpublished Option's**

Buying Agency: <u>Glendale Fire Department</u>	Contract: <u>AM10-14</u>
Product Code: <u>HHA23</u>	Description: <u>Type IX MAV Terrastar</u>

**PUBLISHED OPTIONS**

Item No.	Description	Cost
10/10/3100	Cab Height Walk Thru, Type IX	\$919.00
VH-Q0-0200	CPR Seat With Drop Down Tray	\$277.00
TN-20-1001	Glove Box Holder (3) Over Curbside Door	\$211.00
1101400	(4) Adjustable Shelves Compartments, (1) A, (2) B2 and (1) E	\$1,024.00
3U-60-1400	Electric Compartment Door Locks (6)	\$1,680.00
FU-17-600E	9L Series Lights LED, Red, ILOS (4)	\$2,232.00
JA-14120E	Whelen 600 LED Brake and Tail Lights	\$1,791.00
JP-10-0610	Lights, Dome, LED Whelen 80C0EHCR (4) SS / (3) CS	\$1,624.00
LO-10-1500	Clock Analog, Self Contained 12/24 8.00 Inches Round	\$166.00
HG0452	Module Insulation Upgrade	\$2,397.00
35-10-0704	72.00 Inches of Headroom	\$1,474.00
IA-10-0E00	Valve Extensions for Inside Dual Rear Wheels	\$152.00
6K-40-8300	110 Volt Duplex Outlets, (2)	\$412.00
6F-90-4101	110 Volt with Cord Ejector	\$1,161.00
6A-22-2500	12 Volt Outlets (2)	\$324.00
37-B1-04XX	Compartments, Coating Rubber iLO Zolotone (6)	\$2,358.00
HU-24-6400	Flasher Alternating or Non Alternating (Vanner 1250)	\$357.00
	Exterior Storage Compartment (2)	\$2,870.00
65-10-3000	Antenna Cable and Mounting (4)	\$1,248.00
	Rail, Drip, Roof, Rub and Skirt	\$1,404.00
VH-Q0-0300	Storage Under CPR Seat	\$425.00
V5-60-1600	Split Squad Bench	\$281.00
	Privacy Glass	\$723.00



**HGAC  
Unpublished Option's**

**PUBLISHED OPTIONS**

No.	Description	Cost
30	9L Flanges, (15)	\$255.00
31	7L Flanges (6)	\$150.00
32	Lights, LED Whelen Clear Scene and Loading Lights (6)	\$2,070.00
33	Curbside Scene Light Activate When Curbside Door is Opened	\$85.00
34	LED License Plate Lights (2) ILOS	\$38.00
35	6L Flanes for Tail Lights (6)	\$111.00
36	Ducted HVAC Headliner, ILOS	\$337.00
37	Added LED Whelen Dome Light (1)	\$135.00
38	LED Step Well Light ILOS (1)	\$86.00
39	LED Action Area Light, ILOS (1)	\$45.00
40	LED Compartment Lights, ILOS (8)	\$320.00
41	Exterior Grab Rail, Curbside Door	\$127.00
42	Unistruts for Oxygen Rack	\$164.00
43	Reinforcement of Floor For Stryker Power Load System	\$797.00
44	Stryker Safety Hook	\$105.00
45	Cast Product IV Hooks, Recessed, ILOS	\$183.00
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<b>Page 2 Sub-Total</b>		<b>\$5,008.00</b>



**HGAC  
Unpublished Option's**

<b>Buying Agency:</b> <u>Glendale Fire Department</u>	<b>Contract:</b> <u>AM10-14</u>
<b>Product Code:</b> <u>HHA23</u>	<b>Description:</b> <u>Type IX MAV Terrastar</u>

**UN-PUBLISHED OPTIONS**

No.	Description	Cost
1	Auto Dump Switch for Air Suspension	\$325.00
2	Highbeam Flasher, Diamond Logic	\$131.00
3	Wheeled Coach Coolbar HVAC System	\$2,326.00
4	Digital Thermostat, ILOS	\$467.00
5	4 Battery System with Emergency Start	\$354.00
6	(2) Added Interstate Batteries	\$382.00
7	Dual Wooden Doors on RFS Cabinet	\$82.00
8	Squad Bench Lid 50/50 with Bio-Waste	\$80.00
9	Cabinet "K2" Above CPR Seat	\$95.00
10	Drop Skirt 4,00 Inches Both Sides	\$354.00
11	Electric Locks, Entry Doors	\$555.00
12	Momentary Switch for Electric Lock (2)	\$144.00
13	Stealth Switch, Cab and Module Locks	\$137.00
14	Paint, Entire MAV	\$1,933.00
15	Chevron Stripping Full Rear	\$1,813.00
16		
17	Install Customer Supplied GPS Antenna	\$90.00
18	Buss Bar Asembly, 5 Positions (2)	\$70.00
19	Power Source, 12 VDC 30 Amps	\$29.00
20	Vanner 20-1050 CUL-DC Inverter / Charger	\$1,240.00
21	Federal Signal EQ2B Siren, ILOS	\$900.00
22	Cab Headliner Removal for GPS Antenna Install	\$318.00
23	9L LED Whelen Red and Amber (1) ILOS	\$220.00
24	9L IED Whelen Red and Amber (4) IATS	\$1,120.00
25	9L LED Whelen Red/ Blue (3) ILOS	\$741.00
26	9L LED Whelen Red / Blue (2)	\$612.00
27	9L LED Whelen Clear, IATS	\$614.00
28	7L LED Whelen Red, ILOS (4)	\$548.00
29	7L LED Whelen Red, IATS (2)	\$348.00
<b>Page 1 Sub-Total</b>		<b>\$16,028.00</b>



**The Following is an Offer and Purchase Agreement for:  
Glendale Fire Department To Purchase**

**One (1) Wheeled Coach 9170 Ambulance(s) on 2016 International Terrastar, 4 x 2, Diesel Powered Two Door Standard Cab(s)  
September 8, 2015**

Description	Qty	Price Each	Extended Price
One (1) Wheeled Coach 9170 Ambulance(s) on 2016 International Terrastar, 4 x 2, Diesel Powered Two Door Standard Cab Chassis Chassis VIN Number(s): To Be Determined After Production Start	1	\$191,685.00	\$191,685.00
Tax (Based on Rate of 8.5%)	1	\$16,293.23	\$16,293.23
Document Fee	1	\$80.00	\$80.00
Misc Fee: (HGAC)	1	\$1,000.00	\$1,000.00
<b>Total Purchase Price</b>	<b>1</b>	<b>\$209,058.23</b>	<b>\$209,058.23</b>

This constitutes a contract for the purchase and sale of One (1) Wheeled Coach 9170 Ambulance(s) on 2016 International Terrastar, 4 x 2, Diesel Powered Two Door Standard Cab chassis between Emergency Vehicle Group, Inc. (Seller) and the Glendale Fire Department (Buyer) in the total amount of:

**Two Hundred Nine Thousand Fifty Eight Dollars and Twenty Three Cents  
\$209,058.23**

Offer based on work order/specification reference number and any associated drawing(s) as provided. A final approval work order/specification and drawing will be provided after all Pre-Construction changes are completed (if applicable). Pre-Construction changes may incur an additional cost.

Payment Terms: 100% payment of the contract is due at the time of delivery. Failure to pay the contract in full may result in interest accruing at a rate of 0.0164% compounded daily on the unpaid portion (based on a 6% annual rate). Proof of insurance and approved financing or payment will be required to execute this contract.

Delivery Time: Delivery shall be 120 days after receipt of chassis and approved work order and production drawings of the vehicle.

Signature below represents acceptance of above contract and terms:

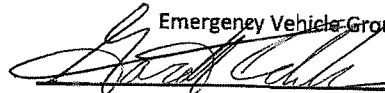
Glendale Fire Department:

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

Emergency Vehicle Group:

  
Signature Date 9/8/2015

\_\_\_\_\_  
Printed Name  
Garrett Adelman

\_\_\_\_\_  
Title  
Regional Account Manager



To whom it may concern,

The Emergency Vehicle Group (EVG) is the authorized dealer for Wheeled Coach Industries, Inc. As such, they represent Wheeled Coach as well as sell and service our products in Arizona.

If you have any questions, please feel free to contact me at:

1-800-342-0720 ext 225 or  
817-291-3009.

Thank you,

A handwritten signature in black ink, appearing to read 'Gaspar Garcia'.

Gaspar Garcia  
Regional Sales Manager  
Wheeled Coach Industries, Inc.



## Legislation Description

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**File #: 15-585, Version: 1**

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**AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT WITH EMERGENCY VEHICLE GROUP, INC., (EVG), AND APPROVE THE PURCHASE OF A WHEELED COACH 9170 AMBULANCE UTILIZING A HOUSTON-GALVESTON AREA COUNCIL (H-GAC) COOPERATIVE CONTRACT**

Staff Contact: Chris DeChant, Interim Fire Chief

### **Purpose and Recommended Action**

This is a request for City Council to authorize the cooperative purchase of a new Wheeled Coach 9170 Ambulance from Emergency Vehicle Group, Inc. (EVG), in the amount not to exceed \$209,058.23, utilizing the Houston-Galveston Area Council (H-GAC) cooperative agreement funded through the City Vehicle Replacement Fund.

### **Background**

This purchase utilizes the H-GAC cooperative agreement to procure the new ambulance. H-GAC is a unit of local government and a political subdivision of the State of Texas. All products offered through H-GAC Buy have been awarded by virtue of a public competitive process.

Cooperative purchasing allows counties, municipalities, schools, colleges and universities in Arizona to use a contract that was competitively procured by another governmental entity or purchasing cooperative. This process reduces the cost of procurement, allows access to a multitude of competitively bid contracts, and provides the opportunity to take advantage of volume pricing. The Glendale City Code authorizes cooperative purchases when the solicitation process utilized complies with the intent of Glendale's procurement processes. This cooperative purchase is compliant with Chapter 2, Article V, Division 2, Section 2-149 of the Glendale City Code, per review by Materials Management.

H-GAC has an active agreement with EVG, contract number AM10-12 for providing Ambulance, EMS & Other Special Service Vehicles to registered government agencies that are members of H-GAC.

### **Analysis**

The Fire Department has worked with the City Equipment Management Department, and Materials Management Department to replace a damaged ambulance. The damaged truck has been deemed unrepairable and recommended for replacement through the City Vehicle Replacement Fund. All city of Glendale procurement processes have been followed for this purchase.

Staff recommends Council approve this request to use the City Vehicle Replacement Funds from Equipment Management Department to purchase new fire ambulance through the H-GAC cooperative agreement.

**Community Benefit/Public Involvement**

Participation with H-GAC allows the city to procure goods and services at competitive prices.

This ambulance will replace the ambulance recently damaged in a motor vehicle accident, which resulted in a total loss of the unit. The new ambulance will be a benefit to the community and firefighters by using a safer and more reliable emergency response unit.

**Budget and Financial Impacts**

Funds are available in the City Vehicle Replacement Fund for this purchase.

<b>Cost</b>	<b>Fund-Department-Account</b>
<b>\$209,058.23</b>	<b>1120-13610-551400, Vehicle Replacement Fund</b>

Capital Expense? Yes

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?



AMENDMENT NO. 1  
TO  
LINKING AGREEMENT BETWEEN  
THE CITY OF GLENDALE, ARIZONA  
AND  
GOODMAN'S, INC.  
(CONTRACT NO. C-9768)

This Amendment No. 1 ("Amendment") to the Linking Agreement ("Agreement") by and between the City of Glendale, an Arizona municipal corporation ("City") and Goodman's, Inc. ("Contractor"), an Arizona corporation, is made this \_\_\_ day of \_\_\_\_, 2015 ("Effective Date").

RECITALS

- A. City and Contractor previously entered into a Linking Agreement, Contract No. C-9768, dated March 19, 2015.
- B. The Agreement utilized the State of Arizona Department of Administration's Cooperative Purchasing Agreement for Furniture Products and Services, Contract No. ADSPO13-040689, to cooperatively purchase office furniture, supplies and/or services.
- C. The Agreement provided that the City could not purchase supplies and services in excess of forty-nine thousand nine hundred ninety-nine dollars (\$49,999.00) during the term of the Agreement.
- D. The City wishes to purchase, and the Contractor agrees to provide, certain office furniture, supplies and/or services in an amount greater than the amount originally authorized in the Agreement. The parties also wish to provide for the purchase of additional services and/or supplies should the State renew and extend the term of the Cooperative Purchasing Agreement until February 28, 2018.
- E. The City and Contractor therefore wish to modify and amend the Agreement subject to and strictly in accordance with the terms of this Amendment.

AMENDMENT

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

- 1. **Recitals.** The recitals set forth above are not merely recitals, but form an integral part of this Amendment.

2. **Compensation.** Section 4 of the Agreement is hereby modified and amended as follows:

- a) City shall increase the amount of office furniture, supplies and/or services it may purchase during the initial term of the Cooperative Purchasing Agreement, which expires on February 28, 2016, to an amount not to exceed **\$100,000.00**. Such not-to-exceed amount shall include all amounts already incurred and spent from March 19, 2015 to the Effective Date of this Amendment.
- b) Should the State exercise its option to renew and extend the Cooperative Purchasing Agreement for one or both of the two one-year renewals, the City is hereby authorized to purchase office furniture, supplies and/or services in an amount not-to-exceed **\$100,000.00** per year for each year such extension occurs.
- c) The total purchase price for the goods, supplies and/or services purchased under this Agreement for the period from March 19, 2015 through February 28, 2018 (if all renewal options are exercised by the State) shall not exceed the total purchase price of **\$300,000.00**, including applicable sales tax.

3. **Non-discrimination:**

Contractor must not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Contractor warrants compliance with this section.

4. **Ratification of Agreement.** All other provisions of the Agreement and any Amendment thereto shall remain in effect in their entirety. If any provision of this Amendment conflicts with the Agreement, then the provision of this Amendment shall prevail and control.

**[Remainder of page left intentionally blank.]**

CITY OF GLENDALE, an Arizona  
municipal corporation

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Richard A. Bowers, Acting City Manager

ATTEST:

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Pamela Hanna, City Clerk (SEAL)

APPROVED AS TO FORM:

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Michael D. Bailey, City Attorney

Goodman's, Inc. (Goodmans Inc.)  
An Arizona corporation

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By: Clark Rea (Clarke Rea)  
Its: Chief Financial Officer

**LINKING AGREEMENT  
BETWEEN  
THE CITY OF GLENDALE, ARIZONA  
AND  
EMERGENCY VEHICLE GROUP, INC.**

THIS LINKING AGREEMENT (this "Agreement") is entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2015, between the City of Glendale, an Arizona municipal corporation (the "City"), and Emergency Vehicle Group, Inc., a Nevada corporation authorized to do business in Arizona ("Contractor"), collectively, the "Parties."

**RECITALS**

- A. On October 1, 2014, under the Houston-Galveston Area Council ("H-GAC"), the H-GAC entered into a contract with Contractor to purchase the goods and services described in the Ambulance, EMS & Other Special Service Vehicles Contract, Contract No. AM10-14, which is attached hereto as Exhibit A. The Ambulance, EMS & Other Special Service Vehicles Contract permits its cooperative use by other governmental agencies including the City. The Ambulance, EMS & Other Special Service Vehicles Contract is hereinafter referred to as the Cooperative Purchasing Agreement.
- B. Section 2-149 of the City's Procurement Code permits the Materials Manager to procure goods and services by participating with other governmental units in cooperative purchasing agreements when the best interests of the City would be served.
- C. Section 2-149 also provides that Materials Manager may enter into such cooperative agreements without meeting the formal or informal solicitation and bid requirements of Glendale City Code Sections 2-145 and 2-146.
- D. The City desires to contract with Contractor for supplies or services identical, or nearly identical, to the supplies or services Contractor is providing other units of government under the Cooperative Purchasing Agreement. Contractor consents to the City's utilization of the Cooperative Purchasing Agreement as the basis of this Agreement, and Contractor desires to enter into this Agreement to provide the supplies and services set forth in this Agreement.

**AGREEMENT**

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

1. Term of Agreement. The City is purchasing the supplies and/or services from Contractor pursuant to Cooperative Purchasing Agreement. According to the Cooperative Purchasing Agreement award and rate sheet, which are attached hereto as part of Exhibit B, purchases can be made by governmental entities from the date of award, which was October 1, 2014, until the date the contract expires on September 30, 2016, unless the term of the Cooperative Purchasing Agreement is extended by the mutual agreement of the original

contracting parties. The Cooperative Purchasing Agreement, however, may not extend the contract beyond September 30, 2016. The period of this Agreement therefore is the period from the Effective Date of this Agreement until September 30, 2016.

2. Scope of Work; Terms, Conditions, and Specifications.
  - A. Contractor shall provide City the supplies and/or services identified in the Scope of Work attached as Exhibit C.
  - B. Contractor agrees to comply with all the terms, conditions and specifications of the Cooperative Purchasing Agreement. Such terms, conditions and specifications are specifically incorporate into and are an enforceable part of this Agreement.
3. Compensation.
  - A. City shall pay Contractor compensation at the same rate and on the same schedule as the Cooperative Purchasing Agreement, unless the City and Contractor agree to a different schedule, as provided in Exhibit D.
  - B. The total purchase price for the supplies and/or services purchased under this Agreement shall not exceed two hundred nine thousand fifty-eight dollars and twenty-three cents (\$209,058.23).
4. Cancellation. This Agreement may be cancelled pursuant to A.R.S. § 38-511.
5. Non-discrimination. Contractor must not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section.
6. E-verify. Contractor complies with A.R.S. § 23-214 and agrees to comply with the requirements of A.R.S. § 41-4401.
7. Notices. Any notices that must be provided under this Agreement shall be sent to the Parties' respective authorized representatives at the address listed below:

City of Glendale  
c/o Wayne Smith  
6829 N. 58<sup>th</sup> Dr.  
Glendale, AZ 85301  
623-930-4411

and

Travis B. Grinstead  
c/o Emergency Vehicle Group, Inc.  
2883 E. Coronado St.  
Anaheim, CA 92806  
714-238-0110

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

“City”

“Contractor”

City of Glendale, an Arizona  
municipal corporation

Emergency Vehicle Group, Inc.,  
a Nevada corporation

By: \_\_\_\_\_  
Richard A. Bowers  
Acting City Manager

By: TSB  
Name: Travis B. Grinstead  
Title: President and Co-Founder

ATTEST:

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

APPROVED AS TO FORM:

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

**LINKING AGREEMENT  
BETWEEN  
THE CITY OF GLENDALE, ARIZONA  
AND  
EMERGENCY VEHICLE GROUP, INC.**

**EXHIBIT A**

Ambulance, EMS & Other Special Service Vehicle Contract, Contract No. AM10-14

A CONTRACT BETWEEN  
HOUSTON-GALVESTON AREA COUNCIL  
Houston, Texas  
AND  
WHEELED COACH INDUSTRIES, INC.  
Winter Park, Florida

This Contract is made and entered into by the Houston-Galveston Area Council of Governments, hereinafter referred to as H-GAC, having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027, AND, Wheeled Coach Industries, Inc., hereinafter referred to as the CONTRACTOR, having its principal place of business at 2737 North Forsyth Road, Winter Park, Florida 32792.

**ARTICLE 1: SCOPE OF SERVICES**

The parties have entered into an Ambulances, EMS & Other Special Service Vehicles Contract to become effective as of October 1, 2014, and to continue through September 30, 2016 (the "Contract"), subject to extension upon mutual agreement of the CONTRACTOR and H-GAC. H-GAC enters into the Contract as Agent for participating governmental agencies, each hereinafter referred to as END USER, for the purchase of Ambulances, EMS & Other Special Service Vehicles offered by the CONTRACTOR in states other than Texas. The CONTRACTOR agrees to sell Ambulances, EMS & Other Special Service Vehicles through the H-GAC Contract to END USERS in states other than Texas.

**ARTICLE 2: THE COMPLETE AGREEMENT**

The Contract shall consist of the documents identified below in order of precedence:

1. The text of this Contract form, including but not limited to, Attachment A
2. General Terms and Conditions
3. Bid Specifications No: AM10-14, including any relevant suffixes
4. CONTRACTOR's Response to Bid No: AM10-14, including but not limited to, prices and options offered

All of which are either attached hereto or incorporated by reference and hereby made a part of this Contract, and shall constitute the complete agreement between the parties hereto. This Contract supersedes any and all oral or written agreements between the parties relating to matters herein. Except as otherwise provided herein, this Contract cannot be modified without the written consent of both parties.

**ARTICLE 3: LEGAL AUTHORITY**

CONTRACTOR and H-GAC warrant and represent to each other that they have adequate legal counsel and authority to enter into this Contract. The governing bodies, where applicable, have authorized the signatory officials to enter into this Contract and bind the parties to the terms of this Contract and any subsequent amendments thereto.

**ARTICLE 4: APPLICABLE LAWS**

The parties agree to conduct all activities under this Contract in accordance with all applicable rules, regulations, directives, issuances, ordinances, and laws in effect or promulgated during the term of this Contract.

**ARTICLE 5: INDEPENDENT CONTRACTOR**

The execution of this Contract and the rendering of services prescribed by this Contract do not change the independent status of H-GAC or CONTRACTOR. No provision of this Contract or act of H-GAC in performance of this Contract shall be construed as making CONTRACTOR the agent, servant or employee of H-GAC, the State of Texas or the United States Government. Employees of CONTRACTOR are subject to the exclusive control and supervision of CONTRACTOR. CONTRACTOR is solely responsible for employee payrolls and claims arising therefrom.

**ARTICLE 6: END USER AGREEMENTS**

H-GAC acknowledges that the END USER may choose to enter into an End User Agreement with the CONTRACTOR through this Contract and that the term of said Agreement may exceed the term of the H-GAC Contract. However this acknowledgement is not to be construed as H-GAC's endorsement or approval of the End User Agreement terms and conditions. CONTRACTOR agrees not to offer to, agree to or accept from END USER any terms or conditions that conflict with or contravene those in CONTRACTOR's H-GAC contract. Further, termination of this Contract for any reason shall not result in the termination of the underlying End User Agreements entered into between CONTRACTOR and any END USER which shall, in each instance, continue pursuant to their stated terms and duration. The only effect of termination of this Contract is that CONTRACTOR will no longer be able to enter into any new End User Agreements with END USERS pursuant to this Contract. Applicable H-GAC order processing charges will be due and payable to H-GAC on any End User



Agreements surviving termination of this Contract between H-GAC and CONTRACTOR .

**ARTICLE 7: SUBCONTRACTS & ASSIGNMENTS**

CONTRACTOR agrees not to subcontract, assign, transfer, convey, sublet or otherwise dispose of this Contract or any right, title, obligation or interest it may have therein to any third party without prior written notice to H-GAC. H-GAC reserves the right to accept or reject any such change. CONTRACTOR shall continue to remain responsible for all performance under this Contract regardless of any subcontract or assignment. H-GAC shall be liable solely to CONTRACTOR and not to any of its Subcontractors or Assignees.

**ARTICLE 8: EXAMINATION AND RETENTION OF CONTRACTOR'S RECORDS**

CONTRACTOR shall maintain during the course of its work, complete and accurate records of items that are chargeable to END USER under this Contract. H-GAC, through its staff or its designated public accounting firm, the State of Texas, or the United States Government shall have the right at any reasonable time to inspect copy and audit those records on or off the premises of CONTRACTOR. Failure to provide access to records may be cause for termination of this Contract. CONTRACTOR shall maintain all records pertinent to this Contract for a period of not less than five (5) calendar years from the date of acceptance of the final contract closeout and until any outstanding litigation, audit or claim has been resolved. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. CONTRACTOR further agrees to include in all subcontracts under this Contract, a provision to the effect that the subcontractor agrees that H-GAC'S duly authorized representatives, shall, until the expiration of five (5) calendar years after final payment under the subcontract or until all audit findings have been resolved, have access to, and the right to examine and copy any directly pertinent books, documents, papers, invoices and records of such subcontractor involving any transaction relating to the subcontract.

**ARTICLE 9: REPORTING REQUIREMENTS**

CONTRACTOR agrees to submit reports or other documentation in accordance with the General Terms and Conditions of the Bid Specifications. If CONTRACTOR fails to submit to H-GAC in a timely and satisfactory manner any such report or documentation, or otherwise fails to satisfactorily render performance hereunder, such failure may be considered cause for termination of this Contract.

**ARTICLE 10: MOST FAVORED CUSTOMER CLAUSE**

If CONTRACTOR, at any time during this Contract, routinely enters into agreements with other governmental customers within the State of Texas, and offers the same or substantially the same products/services offered to H-GAC on a basis that provides prices, warranties, benefits, and or terms more favorable than those provided to H-GAC, CONTRACTOR shall notify H-GAC within ten (10) business days thereafter of that offering and this Contract shall be deemed to be automatically amended effective retroactively to the effective date of the most favorable contract, wherein CONTRACTOR shall provide the same prices, warranties, benefits, or terms to H-GAC and its END USER. H-GAC shall have the right and option at any time to decline to accept any such change, in which case the amendment shall be deemed null and void. If CONTRACTOR is of the opinion that any apparently more favorable price, warranty, benefit, or term charged and/or offered a customer during the term of this Contract is not in fact most favored treatment, CONTRACTOR shall within ten (10) business days notify H-GAC in writing, setting forth the detailed reasons CONTRACTOR believes aforesaid offer which has been deemed to be a most favored treatment, is not in fact most favored treatment. H-GAC, after due consideration of such written explanation, may decline to accept such explanation and thereupon this Contract between H-GAC and CONTRACTOR shall be automatically amended, effective retroactively, to the effective date of the most favored agreement, to provide the same prices, warranties, benefits, or terms to H-GAC.

The Parties accept the following definition of routine: A prescribed, detailed course of action to be followed regularly; a standard procedure.

*EXCEPTION: This clause shall not be applicable to prices and price adjustments offered by a bidder, or contractor, which are not within bidder's control (example; a manufacturer's bid concession), or to any prices offered to the Federal Government and its agencies.*

**ARTICLE 11: SEVERABILITY**

All parties agree that should any provision of this Contract be determined to be invalid or unenforceable, such determination shall not affect any other term of this Contract, which shall continue in full force and effect.

**ARTICLE 12: DISPUTES**

Any and all disputes concerning questions of fact or of law arising under this Contract, which are not disposed of by agreement, shall be decided by the Executive Director of H-GAC or his designee, who shall reduce his decision to writing and provide notice thereof to CONTRACTOR. The decision of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of such notice, CONTRACTOR requests a rehearing from the Executive Director of H-GAC. In connection with any rehearing under this Article, CONTRACTOR shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. CONTRACTOR may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder,

CONTRACTOR shall proceed diligently with the performance of this Contract and in accordance with H-GAC'S final decision.

**ARTICLE 13: LIMITATION OF CONTRACTOR'S LIABILITY**

Except as specified in any separate writing between the CONTRACTOR and an END USER, CONTRACTOR'S total liability under this Contract, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify H-GAC described in Article 14, is limited to the price of the particular products/services sold hereunder, and CONTRACTOR agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. In no event will CONTRACTOR be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. CONTRACTOR understands and agrees that it shall be liable to repay and shall repay upon demand to END USER any amounts determined by H-GAC, its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Contract.

**ARTICLE 14: LIMIT OF H-GAC'S LIABILITY AND INDEMNIFICATION OF H-GAC**

H-GAC'S liability under this Contract, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to its order processing charge. In no event will H-GAC be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor agrees, to the extent permitted by law, to defend and hold harmless H-GAC, its board members, officers, agents, officials, employees, and indemnities from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgments, and liens arising as a result of CONTRACTOR'S negligent act or omission under this Contract. CONTRACTOR shall notify H-GAC of the threat of lawsuit or of any actual suit filed against CONTRACTOR relating to this Contract.

**ARTICLE 15: TERMINATION FOR CAUSE**

H-GAC may terminate this Contract for cause based upon the failure of CONTRACTOR to comply with the terms and/or conditions of the Contract; provided that H-GAC shall give CONTRACTOR written notice specifying CONTRACTOR'S failure. If within thirty (30) days after receipt of such notice, CONTRACTOR shall not have either corrected such failure, or thereafter proceeded diligently to complete such correction, then H-GAC may, at its option, place CONTRACTOR in default and the Contract shall terminate on the date specified in such notice. CONTRACTOR shall pay to H-GAC any order processing charges due from CONTRACTOR on that portion of the Contract actually performed by CONTRACTOR and for which compensation was received by CONTRACTOR.

**ARTICLE 16: TERMINATION FOR CONVENIENCE**

Either H-GAC or CONTRACTOR may cancel or terminate this Contract at any time by giving thirty (30) days written notice to the other. CONTRACTOR may be entitled to payment from END USER for services actually performed; to the extent said services are satisfactory to END USER. CONTRACTOR shall pay to H-GAC any order processing charges due from CONTRACTOR on that portion of the Contract actually performed by CONTRACTOR and for which compensation is received by CONTRACTOR.

**ARTICLE 17: CIVIL AND CRIMINAL PROVISIONS AND SANCTIONS**

CONTRACTOR agrees that it will perform under this Contract in conformance with safeguards against fraud and abuse as set forth by H-GAC, the State of Texas, and the acts and regulations of any funding entity. CONTRACTOR agrees to notify H-GAC of any suspected fraud, abuse or other criminal activity related to this Contract through filing of a written report promptly after it becomes aware of such activity.

**ARTICLE 18: GOVERNING LAW & VENUE**

This Contract shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with this Contract shall lie exclusively in Harris County, Texas. Disputes between END USER and CONTRACTOR are to be resolved in accord with the law and venue rules of the state of purchase. CONTRACTOR shall immediately notify H-GAC of such disputes.

**ARTICLE 19: PAYMENT OF H-GAC ORDER PROCESSING CHARGE**

CONTRACTOR agrees to sell its products to END USERS based on the pricing and other terms of this Contract, including, but not limited to, the payment of the applicable H-GAC order processing charge. On notification from an END USER that an order has been placed with CONTRACTOR, H-GAC will invoice CONTRACTOR for the applicable order processing charge. Upon delivery of any product/service by CONTRACTOR and acceptance by END USER, CONTRACTOR shall, within thirty (30) calendar days or ten (10) business days after receipt of payment, whichever is less, pay H-GAC the full amount of the applicable order processing charge, whether or not CONTRACTOR has received an invoice from H-GAC. For sales made by CONTRACTOR based on this contract, including sales to entities without Interlocal Contracts, CONTRACTOR shall pay the applicable order processing charges to H-GAC. Further, CONTRACTOR agrees to encourage entities who are not members of H-GAC'S Cooperative Purchasing Program to execute an H-GAC Interlocal Contract. H-GAC reserves the right to take appropriate actions including, but not limited to, contract termination if CONTRACTOR fails to promptly remit H-GAC'S order processing charge. In no event shall H-GAC have any liability to CONTRACTOR for any goods or services an END USER procures from CONTRACTOR.

**ARTICLE 20:**

**LIQUIDATED DAMAGES**

Any liquidated damages terms will be determined between CONTRACTOR and END USER at the time END USER's purchase order is placed.

**ARTICLE 21:**

**PERFORMANCE AND PAYMENT BONDS FOR INDIVIDUAL ORDERS**

H-GAC's contractual requirements DO NOT include a Performance & Payment Bond (PPB), and offered pricing should reflect this cost saving. However, CONTRACTOR must be prepared to offer a PPB to cover any specific order if so requested by END USER. CONTRACTOR shall quote a price to END USER for provision of any requested PPB, and agrees to furnish the PPB within ten business (10) days of receipt of END USER's purchase order.

**ARTICLE 22:**

**CHANGE OF CONTRACTOR STATUS**

CONTRACTOR shall immediately notify H-GAC, in writing, of ANY change in ownership, control, dealership/franchisee status, Motor Vehicle license status, or name, and shall also advise whether or not this Contract shall be affected in any way by such change. H-GAC shall have the right to determine whether or not such change is acceptable, and to determine what action shall be warranted, up to and including cancellation of Contract.

**ARTICLE 23:**

**LICENSING REQUIRED BY TEXAS MOTOR VEHICLE BOARD (IF APPLICABLE)**

CONTRACTOR will for the duration of this Contract maintain current licenses that are required by the Texas Motor Vehicle Commission Code. If at any time during this Contract period, any CONTRACTOR'S license is not renewed, or is denied or revoked, CONTRACTOR shall be deemed to be in default of this Contract unless the Motor Vehicle Board issues a stay or waiver. Contractor shall promptly provide copies of all current applicable Texas Motor Vehicle Board documentation to H-GAC upon request.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed by their duly authorized representatives.

Signed for Houston-Galveston  
Area Council, Houston, Texas:

  
\_\_\_\_\_  
Jack Smole, Executive Director

Attest for Houston-Galveston  
Area Council, Houston, Texas:

  
\_\_\_\_\_  
Doree Vick, Director of Public Services

Date: Oct 8, 2014


Signed for Wheeled Coach Industries, Inc.  
Winter Park, Florida:

  
\_\_\_\_\_  
Paul Holzappel, Sales Operations Director

Printed Name & Title: \_\_\_\_\_

Date: September 8, 2014

Attest for Wheeled Coach Industries, Inc.  
Winter Park, Florida:

  
\_\_\_\_\_  
Scott Barnes, Vice President

Printed Name & Title: \_\_\_\_\_

Date: September 8, 2014

**LINKING AGREEMENT  
BETWEEN  
THE CITY OF GLENDALE, ARIZONA  
AND  
EMERGENCY VEHICLE GROUP, INC.**

**EXHIBIT B  
Rate Sheet**

Attachment A  
Wheeled Coach Industries, Inc.  
Ambulances, EMS & Other Special Service Vehicles  
Contract No.: AM10-14

HH: Wheeled Coach		All 2014 Chassis
<b>A. Ambulance</b>		
HHA01	Type I Custom Series, Ford F-350 DRW	\$ 116,500.00
HHA02	Type I Custom Series, Ford F-450 DRW	\$ 129,710.00
HHA03	Type I Custom Series, RAM 3500, Cummins Diesel DRW	\$ 112,812.00
HHA04	Type I Custom Series, RAM 4500, Cummins Diesel DRW	\$ 134,434.00
HHA05	Type I CitiMedic, Ford F-350 DRW	\$ 110,302.00
HHA06	Type I CitiMedic, Chevrolet 3500 Diesel DRW	\$ 106,253.00
HHA07	Type I CitiMedic, RAM 3500, Cummins Diesel DRW	\$ 106,656.00
HHA08	Type I Custom Series, Chevrolet CK3500	\$ 112,392.00
HHA09	Type I Custom Series, Ford F-350 DRW Generator Powered	\$ 142,066.00
HHA10	Type I Custom Series, Ford F-450 DRW Generator Powered	\$ 153,678.00
HHA11	Type II Crusader Plus, Ford E-350 SRW	\$ 60,982.00
HHA12	Type II, Transit, Ford	\$ 74,628.00
HHA13	Type II Crusader Plus, Chevrolet G-30 SRW	\$ 68,067.00
HHA14	Type II, Dodge Van	\$ 75,276.00
HHA15	Type II Sprinter Plus	\$ 74,559.00
HHA16	Type III Custom Series, Ford E-350 DRW	\$ 107,286.00
HHA17	Type III Custom Series, Chevrolet Cutaway Diesel DRW - G3500	\$ 114,149.00
HHA18	Type III Custom Series, Chevrolet Cutaway Diesel DRW - G4500	\$ 119,771.00
HHA19	Type III Custom Series, Ford E-450 DRW	\$ 112,196.00
HHA20	Type III, Sprinter Series	\$ 113,740.00
HHA21	Type VII CitiMedic, Ford E-350 DRW	\$ 96,194.00
HHA22	Type VII CitiMedic, Chevrolet Cutaway Diesel DRW	\$ 104,518.00
HHA23	Type IX, MAV Terra Star	\$ 141,639.00
HHA24	Type IX, MAV, International 4300, Diesel DRW	\$ 161,297.00
HHA25	Type IX, MAV, Freightliner M2, Diesel DRW	\$ 155,102.00
HHA26	Type IX, MAV, Ford F-650	\$ 150,842.00
<b>E. Remounts (See Section B, p. 8 Items 17-18 for specifics regarding "Remount" pricing)</b>		
HHE01	Remount only - Type I	\$ 24,750.00
HHE02	Remount only - Type III	\$ 24,750.00
HHE03	Remount only - Medium Duty	\$ 25,850.00
HHE04	Remount on chassis - Ford F-350 Type I	\$ 65,511.00
HHE05	Remount on chassis - Ford F-450 Type I	\$ 68,419.00
HHE06	Remount on chassis - Ford E-350 Type III	\$ 56,229.00
HHE07	Remount on chassis - Ford E-450 Type III	\$ 58,541.00
HHE08	Remount on chassis - Chevrolet C3500 Type I	\$ 63,214.00
HHE09	Remount on chassis - Chevrolet G3500 Type III	\$ 64,565.00
HHE10	Remount on chassis - Chevrolet G4500 Type III	\$ 66,903.00
HHE11	Remount on chassis - RAM 3500 Type I	\$ 61,434.00
HHE12	Remount on chassis - RAM 4500 Type I	\$ 64,891.00
HHE13	Remount on chassis - International 4300 Type I	\$ 101,123.00
HHE14	Remount on chassis - Terra Star Type I	\$ 82,225.00
HHE15	Remount on chassis - Freightliner M2 Type I	\$ 101,123.00

**LINKING AGREEMENT  
BETWEEN  
THE CITY OF GLENDALE, ARIZONA  
AND  
EMERGENCY VEHICLE GROUP, INC.**

**EXHIBIT C  
Scope of Work**

**PROJECT**

City will purchase a new vehicle from Emergency Vehicle Group to replace the damaged truck that has been deemed unrepairable by equipment management and recommended for replacement.

**LINKING AGREEMENT  
BETWEEN  
THE CITY OF GLENDALE, ARIZONA  
AND  
EMERGENCY VEHICLE GROUP, INC.**

**EXHIBIT D**

**METHOD AND AMOUNT OF COMPENSATION**

Method of payment is provided in Article 19 of the original Contract #AM 10-14.

**NOT TO EXCEED AMOUNT**

The total amount of compensation paid to Contractor for full completion of all work required by the Project during the entire term of the Project must not exceed \$209,058.23.

**DETAILED PROJECT COMPENSATION**

The City is retaining Emergency Vehicle Group, Inc., for the purchase of one (1) Wheeled Coach 9170 Ambulance on 2016 International Terrastar, 4 x 2, Diesel Powered Two Door Standard Cab Chassis.



July 15, 2015

Glendale Fire Department  
Deputy Chief Wayne Smith  
8557 North 78th Street  
Glendale AZ 85345

Re: Wheeled Coach HGAC Compliance

Dear Chief Smith,

The work order and drawings for the Wheeled Coach Industries ambulance offered through Emergency Vehicle Group, Inc. for the Glendale Fire Department to purchase complies with all H-GAC (Houston-Galveston Area Council) guidelines.

The ambulance proposed is a 2016 Wheeled Coach Custom 170" Ambulance on an International Terrastar chassis.

Should you need anything additional, please do not hesitate to contact Garrett Adelman or myself at anytime.

We appreciate the opportunity and look forward to working with you and the Glendale Fire Department.

Sincerely,

A handwritten signature in black ink, appearing to read "T. B. Grinstead".

Travis B. Grinstead  
President and Co-Founder





September 8, 2015

Deputy Chief Wayne Smith  
Glendale Fire Department  
8557 North 78th Street  
Glendale, Arizona 85345

RE: Offer to Provide One (1) Wheeled Coach 9170 Ambulance(s) on 2016 International Terrastar, 4 x 2, Diesel Powered Two Door Standard Cab Chassis

Attention: Deputy Chief Wayne Smith

On behalf of Emergency Vehicle Group, Inc., I would like to thank you for the opportunity to provide you with the following offer for the Glendale Fire Department to purchase One (1) Wheeled Coach 9170 Ambulance(s) on 2016 International Terrastar, 4 x 2, Diesel Powered Two Door Standard Cab Chassis

Emergency Vehicle Group, Inc. (EVG) is proud to be in the business of serving those who bravely serve our communities and help ensure the safety of our families and friends. Our pledge is to offer you the same quality of service and expertise that is demanded from you. Over the years we have introduced fire departments, municipalities and private companies to the absolute best in service, sales and support for emergency vehicle products.

We proudly serve California, Arizona and Nevada and offer you premium custom products along with the best value available in the industry. EVG accomplishes this by representing Spartan ERV Apparatus, SVI Trucks, Wheeled Coach Ambulance, Road Rescue Ambulances, Lifeline Ambulances and McCoy Miller Ambulances as well as ambulance remounts and command vehicles built by EVG.

EVG employs EVT and ASE Certified Mechanics with decades of experience in servicing emergency vehicles, fire apparatus and ambulances. EVG recognizes the importance of these vehicles as a life saving device and take great pride in serving those that bravely serve and protect us. Our corporate office, remount and main service facility is located in Anaheim, CA.

Our mission is to develop long-term relationships and provide our customers with "honest, intelligent effort" in everything we do for you. We are committed to do whatever it takes to surpass customers' expectations by continually improving upon what we do.

All of us at Emergency Vehicle Group, Inc. believe in long-term relationships and we look forward to the opportunity of working with you and the Glendale Fire Department. I would again like to thank you for the opportunity. Each of us at EVG offer you our sincere pledge of "Honest, Intelligent Effort" in everything we do for you now, and in the future.

Sincerely,

Garett Adelman  
Regional Account Manager

2883 E. Coronado St. Anaheim, CA 92806  
Tel: 714-238-0110 Fax: 714-238-0120  
[www.evginc.net](http://www.evginc.net)



**CONTRACT PRICING WORKSHEET**  
For MOTOR VEHICLES Only

Contract No.:

AM10-14

Date Prepared:

8/28/2015

*This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents **MUST** be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.*

Buying Agency:	Glendale Fire Department	Contractor:	Emergency Vehicle Group, Inc.
Contact Person:	Deputy Chief Wayne Smith	Prepared By:	Mark Verbeck
Phone:	623-930-4411	Phone:	714-238-0110
Fax:		Fax:	714-238-0120
Email:	WLSmith@GLENDALEAZ.com	Email:	mverbeck@evginc.net
Product Code:	HHA23	Description:	Type IX MAV Terrastar

A. Product Item Base Unit Price Per Contractor's H-GAC Contract: \$141,639.00

B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.  
(Note: Published Options are options which were submitted and priced in Contractor's bid)

Description	Cost	Description	Cost
Published Options Worksheet Page 1 Total	\$ 25,510		
Published Options Worksheet Page 2 Total	\$ -		
Subtotal B:			\$ 25,510

C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.  
(Note: Unpublished options are items which were not submitted and priced in Contractor's bid)

Description	Cost	Description	Cost
Un-Published Options Worksheet Page 1 Total	\$ 16,028		
Un-Published Options Worksheet Page 2 Total	\$ 5,008		
Subtotal C:			\$ 21,036

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B). For this transaction the percentage is: 13%

D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C)					
Quantity Ordered:	1	X Subtotal of A + B + C:	\$188,185.00	=	Subtotal D: \$188,185.00
E. H-GAC Order Processing Charge (Amount Per Current Policy)					Subtotal E: \$1,000.00

F. Trade-Ins / Other Allowances / Special Discounts / Freight / Installation				
Description	Cost	Description	Cost	
Delivery Fee	\$ 3,500			
Document Fees	\$ 80			
Subtotal F:			\$ 3,580	

Delivery Date: 120 Days after receipt of chassis **G. Total Purchase Price (D+E+F): \$ 192,765.00**



**HGAC  
Published  
and  
Unpublished Option's**

<b>Buying Agency:</b> <u>Glendale Fire Department</u>	<b>Contract:</b> <u>AM10-14</u>
<b>Product Code:</b> <u>HHA23</u>	<b>Description:</b> <u>Type IX MAV Terrastar</u>

**PUBLISHED OPTIONS**

Item No.	Description	Cost
10/10/3100	Cab Height Walk Thru, Type IX	\$919.00
VH-Q0-0200	CPR Seat With Drop Down Tray	\$277.00
TN-20-1001	Glove Box Holder (3) Over Curbside Door	\$211.00
1101400	(4) Adjustable Shelves Compartments, (1) A, (2) B2 and (1) E	\$1,024.00
3U-60-1400	Electric Compartment Door Locks (6)	\$1,680.00
FU-17-600E	9L Series Lights LED, Red, ILOS (4)	\$2,232.00
JA-14120E	Whelen 600 LED Brake and Tail Lights	\$1,791.00
JP-10-0610	Lights, Dome, LED Whelen 80C0EHCR (4) SS / (3) CS	\$1,624.00
LO-10-1500	Clock Analog, Self Contained 12/24 8.00 Inches Round	\$166.00
HG0452	Module Insulation Upgrade	\$2,397.00
35-10-0704	72.00 Inches of Headroom	\$1,474.00
IA-10-0E00	Valve Extensions for Inside Dual Rear Wheels	\$152.00
6K-40-8300	110 Volt Duplex Outlets, (2)	\$412.00
6F-90-4101	110 Volt with Cord Ejector	\$1,161.00
6A-22-2500	12 Volt Outlets (2)	\$324.00
37-B1-04XX	Compartments, Coating Rubber ILO Zolotone (6)	\$2,358.00
HU-24-6400	Flasher Alternating or Non Alternating (Vanner 1250)	\$357.00
	Exterior Storage Compartment (2)	\$2,870.00
65-10-3000	Antenna Cable and Mounting (4)	\$1,248.00
	Rail, Drip, Roof, Rub and Skirt	\$1,404.00
VH-Q0-0300	Storage Under CPR Seat	\$425.00
V5-60-1600	Split Squad Bench	\$281.00
	Privacy Glass	\$723.00



**HGAC  
Unpublished Option's**

**PUBLISHED OPTIONS**

No.	Description	Cost
30	9L Flanges, (15)	\$255.00
31	7L Flanges (6)	\$150.00
32	Lights, LED Whelen Clear Scene and Loading Lights (6)	\$2,070.00
33	Curbside Scene Light Activate When Curbside Door is Opened	\$85.00
34	LED License Plate Lights (2) ILOS	\$38.00
35	6L Flanes for Tail Lights (6)	\$111.00
36	Ducted HVAC Headliner, ILOS	\$337.00
37	Added LED Whelen Dome Light (1)	\$135.00
38	LED Step Well Light ILOS (1)	\$86.00
39	LED Action Area Light, ILOS (1)	\$45.00
40	LED Compartment Lights, ILOS (8)	\$320.00
41	Exterior Grab Rail, Curbside Door	\$127.00
42	Unistruts for Oxygen Rack	\$164.00
43	Reinforcement of Floor For Stryker Power Load System	\$797.00
44	Stryker Safety Hook	\$105.00
45	Cast Product IV Hooks, Recessed, ILOS	\$183.00
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<b>Page 2 Sub-Total</b>		<b>\$5,008.00</b>



**HGAC  
Unpublished Option's**

<b>Buying Agency:</b> <u>Glendale Fire Department</u>	<b>Contract:</b> <u>AM10-14</u>
<b>Product Code:</b> <u>HHA23</u>	<b>Description:</b> <u>Type IX MAV Terrastar</u>

**UN-PUBLISHED OPTIONS**

No.	Description	Cost
1	Auto Dump Switch for Air Suspension	\$325.00
2	Highbeam Flasher, Diamond Logic	\$131.00
3	Wheeled Coach Coolbar HVAC System	\$2,326.00
4	Digital Thermostat, ILOS	\$467.00
5	4 Battery System with Emergency Start	\$354.00
6	(2) Added Interstate Batteries	\$382.00
7	Dual Wooden Doors on RFS Cabinet	\$82.00
8	Squad Bench Lid 50/50 with Bio-Waste	\$80.00
9	Cabinet "K2" Above CPR Seat	\$95.00
10	Drop Skirt 4,00 Inches Both Sides	\$354.00
11	Electric Locks, Entry Doors	\$555.00
12	Momentary Switch for Electric Lock (2)	\$144.00
13	Stealth Switch, Cab and Module Locks	\$137.00
14	Paint, Entire MAV	\$1,933.00
15	Chevron Stripping Full Rear	\$1,813.00
16		
17	Install Customer Supplied GPS Antenna	\$90.00
18	Buss Bar Assembly, 5 Positions (2)	\$70.00
19	Power Source, 12 VDC 30 Amps	\$29.00
20	Vanner 20-1050 CUL-DC Inverter / Charger	\$1,240.00
21	Federal Signal EQ2B Siren, ILOS	\$900.00
22	Cab Headliner Removal for GPS Antenna Install	\$318.00
23	9L LED Whelen Red and Amber (1) ILOS	\$220.00
24	9L IED Whelen Red and Amber (4) IATS	\$1,120.00
25	9L LED Whelen Red/ Blue (3) ILOS	\$741.00
26	9L LED Whelen Red / Blue (2)	\$612.00
27	9L LED Whelen Clear, IATS	\$614.00
28	7L LED Whelen Red, ILOS (4)	\$548.00
29	7L LED Whelen Red, IATS (2)	\$348.00
<b>Page 1 Sub-Total</b>		<b>\$16,028.00</b>



**The Following is an Offer and Purchase Agreement for:  
Glendale Fire Department To Purchase**

**One (1) Wheeled Coach 9170 Ambulance(s) on 2016 International Terrastar, 4 x 2, Diesel Powered Two Door Standard Cab(s)  
September 8, 2015**

Description	Qty	Price Each	Extended Price
One (1) Wheeled Coach 9170 Ambulance(s) on 2016 International Terrastar, 4 x 2, Diesel Powered Two Door Standard Cab Chassis Chassis VIN Number(s): To Be Determined After Production Start	1	\$191,685.00	\$191,685.00
Tax (Based on Rate of 8.5%)	1	\$16,293.23	\$16,293.23
Document Fee	1	\$80.00	\$80.00
Misc Fee: (HGAC)	1	\$1,000.00	\$1,000.00
<b>Total Purchase Price</b>	<b>1</b>	<b>\$209,058.23</b>	<b>\$209,058.23</b>

This constitutes a contract for the purchase and sale of One (1) Wheeled Coach 9170 Ambulance(s) on 2016 International Terrastar, 4 x 2, Diesel Powered Two Door Standard Cab chassis between Emergency Vehicle Group, Inc. (Seller) and the Glendale Fire Department (Buyer) in the total amount of:

**Two Hundred Nine Thousand Fifty Eight Dollars and Twenty Three Cents  
\$209,058.23**

Offer based on work order/specification reference number and any associated drawing(s) as provided. A final approval work order/specification and drawing will be provided after all Pre-Construction changes are completed (if applicable). Pre-Construction changes may incur an additional cost.

Payment Terms: 100% payment of the contract is due at the time of delivery. Failure to pay the contract in full may result in interest accruing at a rate of 0.0164% compounded daily on the unpaid portion (based on a 6% annual rate). Proof of insurance and approved financing or payment will be required to execute this contract.

Delivery Time: Delivery shall be 120 days after receipt of chassis and approved work order and production drawings of the vehicle.

Signature below represents acceptance of above contract and terms:

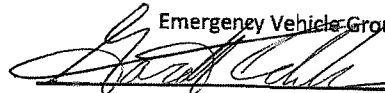
Glendale Fire Department:

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

Emergency Vehicle Group:

  
Signature 9/8/2015 Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Regional Account Manager Title



To whom it may concern,

The Emergency Vehicle Group (EVG) is the authorized dealer for Wheeled Coach Industries, Inc. As such, they represent Wheeled Coach as well as sell and service our products in Arizona.

If you have any questions, please feel free to contact me at:

1-800-342-0720 ext 225 or  
817-291-3009.

Thank you,

A handwritten signature in black ink, appearing to read 'Gaspar Garcia'.

Gaspar Garcia  
Regional Sales Manager  
Wheeled Coach Industries, Inc.



## Legislation Description

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**File #: 15-593, Version: 1**

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**AUTHORIZATION TO ENTER INTO AN AMENDMENT TO THE LINKING AGREEMENT FOR A COOPERATIVE PURCHASE OF FURNITURE, PRODUCTS AND SERVICES FROM GOODMAN'S, INC.**

Staff Contact: Jack Friedline, Director, Public Works

**Purpose and Recommended Action**

This is a request for Council to authorize the Acting City Manager to enter into an amendment to a multi-year linking agreement with Goodman's Inc. for city-wide, multi-departmental purchase of furniture, products and services, per the terms and conditions of the State of Arizona contract and SAVE cooperative agreement. Staff is requesting that Council approve the expenditure of up to \$100,000 for the remainder of the initial term of the cooperative agreement and the two (2) additional years of the State contract (should the State exercise its renewal options), for a total of \$300,000. Should Council approve the full amount requested for the remainder of the contract term, staff requests that Council delegate the authority to exercise any renew options to the City Manager.

**Background**

The vendor, Goodman's Inc., was awarded this bid through a competitive bid process by the State of Arizona, Solicitation #ADSP013-040689 on February 1, 2013. The terms and conditions of the State contract allow, with the approval of the contractor, members of the Strategic Alliance for Volume Expenditures (SAVE) to take advantage of the lowest bidder rates contained in the contract. The City of Glendale has received this approval from Goodman's to utilize the State contract. The end date of Amendment No. 5 of the vendor's contract with the State is February 28, 2016. The agreement provides for two additional, one-year renewal periods, which will extend the term of the agreement through February 28, 2018, if the State exercises both options to renew. Council is being provided the Amendment drafted by the City Attorney's Office for approval.

**Analysis**

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

**Community Benefit/Public Involvement**



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

**Budget and Financial Impacts**

Purchases made by city department buyers utilizing this linking agreement are charged against various budgeted accounts and managed by each department head. Funds for the purchase of furniture, products and services are available in the fiscal year 2015-16 operating budgets for the various city departments. The total expenditure with Goodman’s, Inc. for city-wide, multi-departmental purchase of furniture, products and services shall not exceed \$100,000 for the remainder of the initial term of the cooperative agreement, and shall not exceed \$300,000 over the entire term of the agreement. The Finance department will monitor and manage expenditures with Goodman’s, Inc., to ensure compliance with the Council authorized expenditure limits.

<b>Cost</b>	<b>Fund-Department-Account</b>
<b>\$ 100,000</b>	<b>Varies</b>

Capital Expense? No

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?

AMENDMENT NO. 1  
TO  
LINKING AGREEMENT BETWEEN  
THE CITY OF GLENDALE, ARIZONA  
AND  
GOODMAN'S, INC.  
(CONTRACT NO. C-9768)

This Amendment No. 1 ("Amendment") to the Linking Agreement ("Agreement") by and between the City of Glendale, an Arizona municipal corporation ("City") and Goodman's, Inc. ("Contractor"), an Arizona corporation, is made this \_\_\_ day of \_\_\_\_, 2015 ("Effective Date").

RECITALS

- A. City and Contractor previously entered into a Linking Agreement, Contract No. C-9768, dated March 19, 2015.
- B. The Agreement utilized the State of Arizona Department of Administration's Cooperative Purchasing Agreement for Furniture Products and Services, Contract No. ADSPO13-040689, to cooperatively purchase office furniture, supplies and/or services.
- C. The Agreement provided that the City could not purchase supplies and services in excess of forty-nine thousand nine hundred ninety-nine dollars (\$49,999.00) during the term of the Agreement.
- D. The City wishes to purchase, and the Contractor agrees to provide, certain office furniture, supplies and/or services in an amount greater than the amount originally authorized in the Agreement. The parties also wish to provide for the purchase of additional services and/or supplies should the State renew and extend the term of the Cooperative Purchasing Agreement until February 28, 2018.
- E. The City and Contractor therefore wish to modify and amend the Agreement subject to and strictly in accordance with the terms of this Amendment.

AMENDMENT

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

1. **Recitals.** The recitals set forth above are not merely recitals, but form an integral part of this Amendment.

2. **Compensation.** Section 4 of the Agreement is hereby modified and amended as follows:

- a) City shall increase the amount of office furniture, supplies and/or services it may purchase during the initial term of the Cooperative Purchasing Agreement, which expires on February 28, 2016, to an amount not to exceed **\$100,000.00**. Such not-to-exceed amount shall include all amounts already incurred and spent from March 19, 2015 to the Effective Date of this Amendment.
- b) Should the State exercise its option to renew and extend the Cooperative Purchasing Agreement for one or both of the two one-year renewals, the City is hereby authorized to purchase office furniture, supplies and/or services in an amount not-to-exceed **\$100,000.00** per year for each year such extension occurs.
- c) The total purchase price for the goods, supplies and/or services purchased under this Agreement for the period from March 19, 2015 through February 28, 2018 (if all renewal options are exercised by the State) shall not exceed the total purchase price of **\$300,000.00**, including applicable sales tax.

3. **Non-discrimination:**

Contractor must not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Contractor warrants compliance with this section.

4. **Ratification of Agreement.** All other provisions of the Agreement and any Amendment thereto shall remain in effect in their entirety. If any provision of this Amendment conflicts with the Agreement, then the provision of this Amendment shall prevail and control.

**[Remainder of page left intentionally blank.]**

CITY OF GLENDALE, an Arizona  
municipal corporation

---

Richard A. Bowers, Acting City Manager

ATTEST:

---

Pamela Hanna, City Clerk (SEAL)

APPROVED AS TO FORM:

---

Michael D. Bailey, City Attorney

Goodman's, Inc. (Goodmans Inc.)  
An Arizona corporation



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By: Clark Rea (Clarke Rea)  
Its: Chief Financial Officer

LINKING AGREEMENT  
BETWEEN  
THE CITY OF GLENDALE, ARIZONA  
AND  
SUPREME OIL COMPANY

THIS LINKING AGREEMENT (this "Agreement") is entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between the City of Glendale, an Arizona municipal corporation (the "City"), and Supreme Oil Company, an Arizona corporation ("Contractor"), collectively, the "Parties."

RECITALS

- A. On July 1, 2013, under the S.A.V.E. Cooperative Purchasing Agreement, the City of Mesa entered into a contract with Contractor to purchase the goods and services described in the Gasoline and Diesel Fuel Purchase Contract, Contract No. 2013057, which is attached hereto as Exhibit A. The Gasoline and Diesel Fuel Purchase Contract permits its cooperative use by other governmental agencies including the City. The Gasoline and Diesel Fuel Purchase Contract is hereinafter referred to as the Cooperative Purchasing Agreement.
- B. Section 2-149 of the City's Procurement Code permits the Materials Manager to procure goods and services by participating with other governmental units in cooperative purchasing agreements when the best interests of the City would be served.
- C. Section 2-149 also provides that Materials Manager may enter into such cooperative agreements without meeting the formal or informal solicitation and bid requirements of Glendale City Code Sections 2-145 and 2-146.
- D. The City desires to contract with Contractor for supplies or services identical, or nearly identical, to the supplies or services Contractor is providing other units of government under the Cooperative Purchasing Agreement. Contractor consents to the City's utilization of the Cooperative Purchasing Agreement as the basis of this Agreement, and Contractor desires to enter into this Agreement to provide the supplies and services set forth in this Agreement.

AGREEMENT

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

1. Term of Agreement. The City is purchasing the supplies and/or services from Contractor pursuant to Cooperative Purchasing Agreement. According to the Cooperative Purchasing Agreement award and rate sheet, which are attached hereto as part of Exhibit B, purchases can be made by governmental entities from the date of award, which was July 1, 2013, until the date the contract expires on June 30, 2016, unless the term of the Cooperative Purchasing Agreement is extended by the mutual agreement of the original contracting parties. The Cooperative Purchasing Agreement, however, may not extend the contract beyond June 30, 2018. The initial period of this Agreement therefore is the period from the

Effective Date of this Agreement until June 30, 2016. The City, however, may renew the term of this Agreement for two (2) one-year periods until the Cooperative Purchasing Agreement expires on June 30, 2018. Renewals are not automatic and shall only occur if the City gives the Contractor notice of its intent to renew. The City may give the Contractor notice of its intent to renew this Agreement 30 days prior to the anniversary of the Effective Date to effectuate such a one-year renewal.

2. Scope of Work, Terms, Conditions, and Specifications.
  - A. Contractor shall provide City the supplies and/or services identified in the Scope of Work attached as Exhibit C.
  - B. Contractor agrees to comply with all the terms, conditions and specifications of the Cooperative Purchasing Agreement. Such terms, conditions and specifications are specifically incorporate into and are an enforceable part of this Agreement.
3. Compensation.
  - A. City shall pay Contractor compensation at the same rate and on the same schedule as the Cooperative Purchasing Agreement, unless the City and Contractor agree to a different schedule, as provided in Exhibit D.
  - B. The total purchase price for the supplies and/or services purchased under this Agreement shall not exceed three million four hundred thousand dollars (\$3,400,000) annually or ten million two hundred thousand dollars (\$10,200,000) for the term of the contract, as specifically detailed in Exhibit D ("Compensation").
4. Cancellation. This Agreement may be cancelled pursuant to A.R.S. § 38-511.
5. Non-discrimination. Contractor must not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section.
6. E-verify. Contractor complies with A.R.S. § 23-214 and agrees to comply with the requirements of A.R.S. § 41-4401.
7. Notices. Any notices that must be provided under this Agreement shall be sent to the Parties' respective authorized representatives at the address listed below:

City of Glendale  
c/o Montana Slack, Ph.D.  
6210 West Myrtle, #111  
Glendale, Arizona 85301  
623-930-2621

and

Supreme Oil Company  
c/o Garth Davis, President  
755 W. A Street, Second Floor  
San Diego, CA 92101  
(619) 501-3300  
arizona@supremeoil.com

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

“City”

City of Glendale, an Arizona  
municipal corporation

By:

\_\_\_\_\_  
Richard A. Bowers  
Acting City Manager

“Contractor”

Supreme Oil Company,  
an Arizona corporation

By:

\_\_\_\_\_  
Name: Garth Davis  
Title: President

ATTEST:

\_\_\_\_\_  
Patricia Hanna (SEAL)  
City Clerk

APPROVED AS TO FORM:

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

**LINKING AGREEMENT  
BETWEEN  
THE CITY OF GLENDALE, ARIZONA  
AND  
SUPREME OIL COMPANY**

**EXHIBIT A**

City of Mesa, Gasoline and Diesel Fuel Purchase, Contract #2013057



Contract#	Commodity	Vendor Name	Expiration Date	Renewals Remaining	Status	Originator	Buyer
2014288	Foreign Language Interpretation and Tran	ADP Interpreting LLC	07/02/2015	None	Renewing	State of AZ	Kristy Garcia
		Michael Antonelli	07/02/2015	None	Renewing	State of AZ	Kristy Garcia
		PCI & TS LLC	07/02/2015	None	Renewing	State of AZ	Kristy Garcia
2010139	Fuel, Jet A Aviation	Mercury Fuels Inc dba MercFuel Inc	06/30/2015	None	Under Review	Mesa	Sharon Brause
2013059	Furniture, Systems (Cubicles)	Goodmans Interior Structures	02/29/2016	2 One-Year	Active	State of AZ	Kristy Garcia
2014120	Gas Chromatograph Mass Spectrometer	Quantum Analytics	03/31/2015	None	Under Review	Mesa	Sharon Brause
2014012	Gas Valves, Polyethylene 2406/2708	Tri-Pacific Supply Inc	08/31/2016	2 One-Year	Active	Mesa	Paul Aguilar
2013057	Gasoline & Diesel Fuel, Mesa & MPS	Supreme Oil Company	06/30/2016	2 One-Year	Active	Mesa	Darryl Woodson
2014243	General Environmental Services	Allwyn Priorities, LLC	07/31/2017	2 One-Year	Active	Mesa	Jess Romney
		AMEC Environmental & Infrastructure, Inc.	07/31/2017	2 One-Year	Active	Mesa	Jess Romney
		ATC Group Services, Inc./ATC Associates	07/31/2017	2 One-Year	Active	Mesa	Jess Romney
		Civil & Environmental Consultants, Inc.	07/31/2017	2 One-Year	Active	Mesa	Jess Romney
		Conestoga-Rovers & Associates, Inc.	07/31/2017	2 One-Year	Active	Mesa	Jess Romney
		Ecoplan Associates, Inc.	07/31/2017	2 One-Year	Active	Mesa	Jess Romney
		Engineering and Environmental Consultant	07/31/2017	2 One-Year	Active	Mesa	Jess Romney
		Kimley-Horn & Associates	07/31/2017	2 One-Year	Active	Mesa	Jess Romney
		SCS Engineers	07/31/2017	2 One-Year	Active	Mesa	Jess Romney
		Startec Consulting Services, Inc.	07/31/2017	2 One-Year	Active	Mesa	Jess Romney
		SWCA Incorporated	07/31/2017	2 One-Year	Active	Mesa	Jess Romney
		Terracon Consultants, Inc.	07/31/2017	2 One-Year	Active	Mesa	Jess Romney
2013073	Generator Maintenance Services, Emerg	Valleywide Generator Service	08/31/2016	2 One-Year	Active	Mesa	Kristy Garcia
		W. W. Williams Inc. dba W. W. Williams S	08/31/2016	2 One-Year	Active	Mesa	Kristy Garcia
2013003	Glass Beads, Pavement Marking	Potters Industries, Inc	10/28/2015	1 One-Year	Active	State of AZ	Paul Aguilar
2012242	Gloves, Leather Work	AZ Glove & Safety	01/31/2016	2 One-Year	Active	Mesa	Paul Aguilar
2011208	Gloves, Medical Examination	Life-Assist Inc.	03/31/2015	1 Two-Year	Rebidding	Mesa	Brandy Andersen
2011183	GPS Automatic Vehicle Locating System	Zonar Systems Inc	01/31/2016	3 One-Year	Active	Mesa	Paul Aguilar
2010161	Graffiti Abatement	Graffiti Protective Coatings Inc	06/30/2015	1 One-Year	Rebidding	Mesa	Brandy Andersen
2014266	Grass Seed, Perennial Ryegrass	Wilbur-Ellis Co	08/31/2017	2 One-Year	Active	Mesa	Jess Romney
2011252	Grinder Repairs/Replacement, Muffin Mo	JWC Environmental, LLC	06/30/2015	1 One-Year	Renewing	Mesa	Kristy Garcia
2012221	Guardrail Installation and Repair Services	Hunter Guard Rail and Fence Inc	12/31/2015	2 One-Year	Active	Mesa	Brandy Andersen
2014013	Hazardous Waste Response/Events Sup	Clean Harbors Environmental Services, Inc	10/31/2016	2 One-Year	Active	Mesa	Jess Romney
		Environmental Response, Inc.	10/31/2016	2 One-Year	Active	Mesa	Jess Romney
		Kary Environmental Services Inc	10/31/2016	2 One-Year	Active	Mesa	Jess Romney
2008131	Healthcare Claims Scanning & EDI Conv	Docustream, Inc	06/30/2015	None	No Renewal/Rebid	Mesa	Sharon Brause
2013141	Heavy Equipment Rental	Earhart Equipment Corp	05/29/2015	4 One-Year	Renewing	State of AZ	Brandy Andersen
		Empire Southwest. LLC	05/29/2015	4 One-Year	Renewing	State of AZ	Brandy Andersen
		Hertz Equipment Rental Corp	05/29/2015	4 One-Year	Renewing	State of AZ	Brandy Andersen

Contract Number: 2013057  
Unified School District No. 4

Contract Title: Gasoline & Diesel Fuel for the COM & the Mesa

Bid       Proposal       Qualifications       Sale

Award is recommended to:

Vendor	Amount	Comments
SUPREME OIL COMPANY	7,858,400.00	

Total Award: 7858400       Annually       1-Time Contract

Bid is the lowest, responsive and responsible bid.

*If any bids were deemed non-responsive, please explain on the next page*

Proposal is the highest scored proposal.       Proposal is also the lowest cost

*If you are recommending to a vendor other than the highest scored, please attach an explanation or include an explanation in the "Additional Comments" section. Proposals are not always awarded to the lowest cost. This is just for information.*

Qualifications is the highest scored.

*If you are recommending to a vendor other than the highest scored, please explain on the next page.*

Sale is the highest bid

*If any bids were deemed non-responsive, please explain on the next page.*

Please identify funding source(s):

Grant Funded

F160 1600 4006 1124 SO35 3176

(Supplemental Information on next page)

**Approvals:**

1) Submitted by [Signature] Date 4/15/13

3) RC Manager [Signature] Date 4/15/13

5) Buyer [Signature] Date 4/16/13

2) Purchasing Liaison [Signature] Date 4-15-13

4) Department Head [Signature] Date \_\_\_\_\_

6) Purchasing Administrator Alyce Bengt Date 4/18/13

RECEIVED

APR 16 2013

PURCHASING

04-16-13 16:56 IN

## AWARD RECOMMENDATION

---

**Briefly describe the goods or services being purchased and how they will be used by the City:**  
*(this information will be used to create a Council or Administrative Award Report).*

Diesel fuels and unleaded gasoline for City vehicles and equipment.

**Desired Start Date for Term Contract:** 06/01/2013

**For Equipment or Vehicles, this is an:**

Addition

Replacement – Please indicate what unit(s) will be replaced, why the unite(s) are being replaced and what will be done with the old unit(s) (include as an attachment if easier).

**If only 1 bid was received, do you know why more bidders didn't participate?**

Received 7 responses.

**Please explain any responses that were deemed "non-responsive".**

**Are there alternatives to this purchase for the Council to consider?**

Purchase fuels using the Az State Contract.

**What are the consequences if the Council postpones or denies this request?**

Paying higher fuel prices and possibly risking fuel quality.

**Additional Comments:**

Bid listed annual diesel and gasoline volumes from the City of Mesa and the Mesa Unified School District #4 to obtain higher volume discount pricing. Mesa Schools will also utilize this bid award.



# City Council Report

**Date:** May 20, 2013  
**To:** City Council  
**Through** Alex Deshuk, Manager of Technology and Innovation  
**From:** Edward Quedens, MPA, C.P.M., CPPO, Business Services Director  
 Alyce Bengel, C.P.M., CPPO, Purchasing Administrator  
**Subject:** Three-Year Term Contract for Gasoline and Diesel Fuel for the City of Mesa and Mesa Unified School District No 4 (Citywide)

## Purpose and Recommendation

Council is requested to approve the Term Contract for Term Contract for Gasoline and Diesel Fuel as recommended.

Fleet Services and Purchasing recommend awarding the contract to the lowest, responsive and responsible bidder, Supreme Oil Company at \$6,800,000 annually, based on estimated requirements

## Background / Discussion

This contract will provide gasoline and diesel fuel for the City of Mesa and the Mesa Unified School District No. 4. The gasoline must be refinery blended per fuel specifications. (Unleaded Gasoline, 87 minimum octane per ASTM D-4814; Diesel Motor Fuel, Ultra Low Sulfur per ASTM D-0975-02, Grade 2D and Federal Specification WF-8008, Grade of 2; and Diesel Motor Fuel, Ultra Low Sulfur (Red Dye) per ASTM D-0975-02, Grade 2D and Federal Specification WF-8008, Grade of 2.)

Annual Estimated Usage by Agency	City of Mesa	Mesa Unified School District No 4
CBG Ethanol 10% Unleaded Gasoline	1,000,000 gallons	200,000 gallons
#2 ULS Diesel & Biodiesel Fuels (B20)	900,000 gallons	25,000 gallons
#2 ULS Diesel - Red Dye	0 gallons	875,000 gallons

Bid specifications require the vendor's inventory level be sufficient to provide daily support of the City's (13 delivery locations) and Mesa Unified School District's requirements to be supplied within 24 hours of order placement

18 vendors (including 1 Mesa vendor) were invited to submit a response, in addition to the standard advertising in the Arizona Republic, Bid Net, Record Reporter and the City of Mesa Purchasing website 18 vendors downloaded the solicitation from the Purchasing website 7 responses were received.

Management Policy #214 (removing 1 75% Mesa City TPT from the Mesa vendor's pricing for the purpose of bid evaluation) was not applied to this bid because there is no local transaction privilege tax on fuel purchase.

The initial contract period will be three years with two, one-year renewal options possible subject to future Council consideration.

#### **Alternatives**

Council may choose not to authorize the purchase and new responses will be solicited

#### **Fiscal Impact**

The total amount of \$6,800,000 is available in the Fleet Services operating budget.

#### **Coordinated With**

Fleet Services and Purchasing

#### **PURCHASING INFORMATION**

Action: Initial Award

Procurement Type: Invitation for Bids

Solicitation Number: 2013057

Vendors Registered on Bid List: 18 (1 Mesa)

Advertising: Arizona Republic, Bid Net, Record Reporter, Purchasing Website

Downloads: 18

Protests Received: None

Initial Contract Term: Three years

Possible Renewals: Two, one-year renewal subject to future Council consideration

Prices: Based upon the "Oil Price Information Service (OPIS)" index for Arizona. Bidders provided the amount of markup or discount upon which their price is calculated against the OPIS index. Pricing during the contract will be based on the OPIS average rack price as determined each Thursday and will be in effect for the week following publication as outlined in the OPIS index. All pricing discounts and markups will be firm for the initial term, except where otherwise provided by the specifications, and include all transportation, insurance and warranty costs. Bid evaluation prices were based on the OPIS Rack Price on March 25, 2013.

Cooperative. Pricing available to other public agencies



**April 4, 2013 Responses:**

Supreme Oil Company Phoenix, AZ	\$9,379,985.00 (Recommended)
Union Distributing Company of Tucson Phoenix, AZ	\$9,388,427.50
Pro Petroleum Inc. Phoenix, AZ	\$9,388,667 50
Western Refining Wholesale, Inc. Tempe, AZ	\$9,463,915.00
Brown Evans Distributing, Co Mesa, AZ	\$9,511,255.00
Mansfield Oil Company of Gainesville, Inc Gainesville, GA	\$9,516,050.00
RKA Petroleum Companies, Inc Romulus, MI	\$9,711,527.50

**AWARD RECOMMENDATION**

***Supreme Oil Company  
Phoenix, AZ***

Description		
Gasoline and Diesel Fuel for the City of Mesa and Mesa Unified School District No. 4 per Terms & Conditions, Specifications and Pricing as offered		
<b>For Truck and Trailer Deliveries: (5,000 gallons and over)</b>		
CBG Ethanol 10% Unleaded Gasoline – Discount of \$0.0450 / gallon		
#2 ULS Diesel & Biodiesel Fuels (B20) – Discount of \$0 0450 / gallon		
#2 ULS Diesel - Red Dye – Discount of \$0.0450 / gallon		
<b>For Tank Wagon Deliveries: (Less than 5,000 gallons)</b>		
CBG Ethanol 10% Unleaded Gasoline – Mark-up of \$0.0975 / gallon		
#2 ULS Diesel & Biodiesel Fuels (B20) – Mark-up of \$0 0975 / gallon		
#2 ULS Diesel - Red Dye– Mark-up of \$0.0975 / gallon		
<b>Applicable Taxes</b>	<b>Diesel Gasoline</b>	<b>Unleaded Gasoline</b>
City	0.093% (if not exempt)	--
State	--	--
Road	.26 cents per gallon	.1835 cents per gallon
Lust**	.00219 cents per gallon	.00219 cents per gallon
Super Fund	.01 cents per gallon	.01 cents per gallon
<b>Annual Contract Amount: <u>\$6,800,000</u></b>		

**LINKING AGREEMENT  
BETWEEN  
THE CITY OF GLENDALE, ARIZONA  
AND  
SUPREME OIL COMPANY**

**EXHIBIT B**  
Award, Pricing and Compensation

OFFER AND ACCEPTANCE

By signing and submitting this Bid, the Vendor certifies that:

- a) It is under no legal prohibition on contracting with the City of Mesa
- b) It has read, understands, and is in compliance with the specifications, terms and conditions stated herein, as well as its attachments, and any referenced documents.
- c) It has no known, undisclosed conflicts of interest
- d) The prices offered were independently developed without consultation or collusion with any of the other respondents or potential respondents or any other anti-competitive practices
- e) No offer of gifts, payments or other consideration were made to any City employee, officer, elected official, or consultant who has or may have had a role in the procurement process for the services and or goods/materials covered by this contract
- f) It grants the City of Mesa permission to copy all parts of this response, including without limitation any documents and/or materials copyrighted by the respondent, for Mesa's internal use in evaluating respondent's offer, or in response to a public records request under Arizona's public records law (A R S §39-121 et seq ) or other applicable law, subpoena, or other judicial process, provided that Mesa agrees not to change or delete any copyright or proprietary notices
- g) Under the provisions of A R S §41-4401, respondent hereby warrants to the City that the respondent and each of its subcontractors ("Subcontractors") will comply with, and are contractually obligated to comply with, all Federal Immigration laws and regulations that relate to their employees and A R S §23-214(A) (hereinafter "Contractor Immigration Warranty")
- h) Under the provisions of A R S §35-392, respondent certifies that they are not in violation of section 6(j) of the Federal Export Administration Act and barred by the State of Arizona from selling to the City
- i) Under the provision of A R S §35-391 and §35-393, respondent certifies that they do not have Scrutinized Business Operations in Sudan or Iran
- j) It will provide the materials or services specified in compliance with all Federal, State, and Local Statutes and Rules if awarded by the City
- k) It is current in all obligations due to the City
- l) It will accept such terms and conditions in a resulting contract if awarded by the City
- m) The signatory is an officer or duly authorized agent of the respondent with full power and authority to submit binding offers for the goods or services as specified herein

ACCEPTED AND AGREED TO:

Company Name SUPREMA OIL COMPANY  
 Signature [Handwritten Signature]  
 Printed Name RICHARD L. REICHT JR  
 Title GRUPAL MANAGER - ARIZONA  
 Date 4/3/2013

ACCEPTANCE OF OFFER:

The offer is hereby accepted The Contractor is now bound to sell the materials or services specified in the Contract, including all terms and conditions, specifications, addenda, etc This contract shall henceforth be referred to as Contract Number 2013057.

Term (if different than stated in the Milestones) July 1, 2013 through June 30, 2016

Awarded this 20<sup>th</sup> day of May, 2013

[Handwritten Signature]  
 Edward Quedens, CPPO, C P M  
 As Business Services Director

X



**PRICING AND COMPENSATION**

**ORIGINAL**

Pursuant to all the contract specifications enumerated and described in this solicitation, we agree to furnish Gasoline and Diesel Fuel for the City of Mesa and the Mesa Unified School District No. 4 at the price(s) stated below

ANNUAL ITEMIZED ESTIMATE BY AGENCY (gallons):		
Location	City of Mesa	Mesa Unified School District
1 CBG Ethanol 10% Unleaded Gasoline	1,000,000	200,000
2 #2 ULS Diesel & Biodiesel Fuels	900,000*	25,000
3 #2 ULS Diesel - Red Dye	0	875,000

\* - The City's annual diesel purchases will consist of a combination of #2 diesel and biodiesel amounts adding up to 900,000 gallons annually The Mesa Unified School District will buy #2 ULS and Red Dye ULS diesel (no biodiesel)

DISCOUNT/MARKUP
<b>For Truck and Trailer Deliveries: (5,000 gallons and over)</b>
Contract prices will be tied to the OPIS index as indicated below -
<u>DISCOUNT</u> of \$ <u>0.0450</u> /gal for CBG Ethanol 10% Unleaded (discount or markup) (amount to four places past decimal)
<u>DISCOUNT</u> of \$ <u>0.0450</u> /gal for #2 ULS Diesel and Biodiesel fuels (discount or markup) (amount to four places past decimal)
<u>DISCOUNT</u> of \$ <u>0.0450</u> /gal for #2 ULS Diesel - Red Dye (discount or markup) (amount to four places past decimal)
<b>For Tank Wagon Deliveries: (Less than 5,000 gallons)</b>
Contract prices will be tied to the OPIS index as indicated below -
<u>MARKUP</u> of \$ <u>0.0975</u> /gal for CBG Ethanol 10% Unleaded (discount or markup) (amount to four places past decimal)
<u>MARKUP</u> of \$ <u>0.0975</u> /gal for #2 ULS Diesel and Biodiesel fuels (discount or markup) (amount to four places past decimal)
<u>MARKUP</u> of \$ <u>0.0975</u> /gal for #2 ULS Diesel - Red Dye (discount or markup) (amount to four places past decimal)

NOTE Date of order, not date of delivery will determine OPIS index utilized in pricing invoice, providing that delivery is requested for not more than 2 working days after order

Bidder Name SUPREME OIL COMPANY Date 4/3/2013

**PRICING AND COMPENSATION**

**SAMPLE PRICING FOR EVALUATION PURPOSES ONLY**

Item No.	Fuel Type - Description	Unit Cost	Est. Combined Annual Qty	Extension
1	CBG Ethanol 10% Unleaded Gasoline <sup>OPIS</sup>	$\begin{array}{r} 3.2867 \\ \$ < .0450 > \\ \hline 3.2417 \end{array}$	1,200,000 gal	\$ 3,890,040
2	#2 ULS Diesel & Biodiesel Fuels <sup>OPIS</sup>	$\begin{array}{r} 3.0904 \\ \$ < .0450 > \\ \hline 3.0454 \end{array}$	925,000 gal	\$ 2,816,995
3	#2 ULS Diesel - Red Dye <sup>OPIS</sup>	$\begin{array}{r} 3.0998 \\ \$ < .0450 > \\ \hline 3.0548 \end{array}$	875,000 gal	\$ 2,672,950

**TOTAL BID** 9,379,985

FOB Destination, excluding all applicable taxes and based on the OPIS average rack price for Arizona published on March 25, 2013

**APPLICABLE TAXES**

Provide percentage or price to be added to each gallon of fuel for the following:

TAXES	DIESEL GASOLINE	UNLEADED GASOLINE
City*	<u>0.093</u> % (IF NOT EXEMPT)	_____ %
State	_____ %	_____ %
Road	<u>.26</u> ¢ per gal	<u>.1835</u> ¢ per gal.
Lust**	<u>.00219</u> ¢ per gal	<u>.00219</u> ¢ per gal.
Super Fund	<u>.01</u> ¢ per gal. (IF NOT EXEMPT)	<u>.01</u> ¢ per gal. (IF NOT EXEMPT)

\*The City of Mesa is exempt from Mesa City Sales Tax  
Mesa Unified School District is liable for Mesa City Sales Tax

\*\*Federal & Arizona combined

FOB Destination

Bidder Name SUPREME OIL COMPANY

Date 4/3/2013

PRICING AND COMPENSATION

Freight Costs: Unit prices should include all Shipping and Transportation Costs  
No fuel surcharges will be accepted

Payment terms (not less than net 30 days) NET 30 DAYS

Prompt Payment Discount of N/A % if invoices are paid within, N/A days of receipt

Does Bidder agree to honor the prices, terms and conditions to other agencies as specified in section S 38?

Yes  No (A "no" answer will not disqualify your bid )

Bidder complies with S 9 "Compliance with Applicable Law"?  Yes  No

The fuel is (list manufacturer, brand, etc ): VALERO REFINING + SUPPLY

Can delivery be made within 24 hours of receipt of an order:

Yes  No

If "no", explain \_\_\_\_\_

Will bidder provide

- a. split load deliveries Yes  No
- b. tank top-off deliveries: Yes  No

If "yes", what is the cost for one extra stop \$ NO COST  
For additional stops \$ NO COST each

Does the bidder agree to make an oxygenated blend of unleaded regular gasoline available that will comply with Maricopa County requirements?

Yes  No

If "no", explain \_\_\_\_\_

**ADDENDA**

Bidders are responsible for verifying receipt of any addenda issued by checking the City's website at [www.mesaaz.gov/purchasing](http://www.mesaaz.gov/purchasing) prior to the bid opening (see 1.2) Failure to acknowledge any addenda issued may result in a response being deemed non-responsive

**Acknowledgement of Receipt of Addenda (initial for each addenda received, if applicable):**

Addenda #1 [Signature]

Addenda #2 \_\_\_\_\_

Bidder Name SUPREME OIL COMPANY

Date 4/3/2013

**EXCEPTIONS, CONFIDENTIAL & ADDITIONAL MATERIALS**

Bidders shall indicate any and all exceptions taken to the provisions or specifications in this solicitation document

**Exceptions (mark one):**

**\*\*Special Note – Any material exceptions taken to the City’s Standard Terms and Conditions will render a Bid Non-responsive.**

- No exceptions
- Exceptions taken (describe—attach additional pages if needed)

**Confidential/Proprietary Submittals (mark one):**

- No confidential/proprietary materials have been included with this bid
- Confidential/Proprietary materials included Bidders should identify below any portion of their bid deemed confidential or proprietary (see section S 12) Identification in this section does not guarantee that disclosure will be prevented but that the item will be subject to review by the Offeror and the City prior to any public disclosure Requests to deem the entire bid as confidential will not be considered

**Additional Materials submitted (mark one):**

- No additional materials have been included with this bid
- Additional Materials attached (describe—attach additional pages if needed)

Bidder Name SUPREME OIL COMPANY

Date 4/3/2013

VENDOR INFORMATION

SKIP THIS AFFIDAVIT IF:

Bidder is a(n) LLC, Corporation or Partnership as indicated on your W-9

COMPLETE AFFIDAVIT IF:

Bidder is a(n) Individual or Sole Proprietor as indicated on your W-9

AFFIDAVIT

ARS §1-502 requires that any Person who applies to the City for a Local Public Benefit (defined as a Grant, Contract or Loan) must demonstrate through the presentation of one (1) of the following documents that he/she is lawfully present in the United States (See section 10 of the Instructions)

Please place a check mark next to the applicable document and present the document to the City employee. If mailing the document, attach a copy of the document to this Affidavit (If the document says on its face that it may not be copied or you know for reasons of confidentiality that it cannot be copied, you will need to present the document in person to the City for review and signing of the affidavit.)

- 1 **Arizona driver license issued after 1996.**  
Print first 4 numbers/letters from license D 0 5 5
- 2 **Arizona non-operating identification license.**  
Print first 4 numbers/letters: \_\_\_\_\_
- 3. **Birth certificate or delayed birth certificate issued in any state, territory or possession of the United States.**  
Year of birth \_\_\_\_\_ Place of birth \_\_\_\_\_
- 4 **United States Certificate of Birth abroad.**  
Year of birth \_\_\_\_\_ Place of birth \_\_\_\_\_
- 5 **United States passport.**  
Print first 4 numbers/letters on Passport \_\_\_\_\_
- 6 **Foreign passport with a United States Visa.**  
Print first 4 numbers/letters on Passport \_\_\_\_\_  
Print first 4 numbers/letters on Visa \_\_\_\_\_
- 7 **I-94 form with a photograph.**  
Print first 4 numbers on I-94 \_\_\_\_\_
- 8 **United States Citizenship & Immigration Services Employment Authorization Document (EAD).**  
Print first 4 numbers/letters on EAD: \_\_\_\_\_
- 9 **Refugee travel document.**  
Date of Issuance \_\_\_\_\_ Refugee Country \_\_\_\_\_
- 10 **United States Certificate of Naturalization.**  
Print first 4 digits of CIS Reg No \_\_\_\_\_
- 11 **United States Certificate of Citizenship.**  
Date of Issuance \_\_\_\_\_ Place of Issuance \_\_\_\_\_
- 12 **Tribal Certificate of Indian Blood.**  
Date of Issuance \_\_\_\_\_ Name of Tribe \_\_\_\_\_
- 13 **Tribal or Bureau of Indian Affairs Affidavit of Birth.**  
Year of Birth \_\_\_\_\_ Place of Birth \_\_\_\_\_

In accordance with the requirements of Arizona Law, I do swear or affirm under penalty of perjury that I am lawfully present in the United States and that the document I presented to establish this presence is true.

Richard L. Reich Jr.  
Signature

RICHARD L. REICH JR.  
Print Name

4/3/2013  
Date

SUPREME OIL COMPANY  
Business/Company Name

[Signature]  
Verification of Attachment by City Staff Member

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

VENDOR INFORMATION

Company Legal/Corporate Name SUPREME OIL COMPANY

Doing Business As (if different than above): N/A

Address 2109 WEST MONTE VISTA

City PHOENIX State ARIZONA Zip 85009

Phone 602. 254. 5575 Fax 602. 889. 3995

E-Mail Address DREICH@SUPREMEOIL.COM Website WWW.SUPREMEOIL.COM

Taxpayer Identification Number 86-0598015

Remit to Address (if different than above)

Address 2109 WEST MONTE VISTA

City PHOENIX State ARIZONA Zip 85003

Contact for Questions about this bid:

Name DICK REICH Fax 602. 889. 3995

Phone 602. 254. 5575 E-Mail Address DREICH@SUPREMEOIL.COM

Day-to-Day Project Contact (if awarded)

Name SAME AS ABOVE Fax " "

Phone " E-Mail Address " "

Sales/Use Tax Information (check one)

Bidder is located outside Arizona and does NOT collect Arizona State Sales/Use Tax (The City will pay use tax directly to the AZ Dept of Revenue)

Bidder is located outside Arizona is authorized to collect Arizona State Sales/Use Tax for submission to the AZ Dept of Revenue  
State Sales Tax Number \_\_\_\_\_

Bidder is located in Arizona (The Bidder should invoice the applicable sales tax and remit to the appropriate taxing authorities)  
State Sales Tax Number \_\_\_\_\_  
City Sales Tax Number \_\_\_\_\_ City of \_\_\_\_\_ AZ  
Sales Tax Rate \_\_\_\_\_

Certified Small Business Certifying Agency \_\_\_\_\_

Certified Minority, Woman or Disadvantaged Business Enterprise Certifying Agency \_\_\_\_\_

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**INVITATION FOR BIDS # 2013057**  
**Gasoline and Diesel Fuel for the City of Mesa and the Mesa Unified  
School District No. 4**

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March 20, 2013

NOTICE IS HEREBY GIVEN that sealed bids will be received by the City of Mesa (City) until **3:00 PM, Local Time, April 4, 2013** to provide **Gasoline and Diesel Fuel for the City of Mesa and the Mesa Unified School District No. 4.**

**Brief Description: This invitation for bids is to establish a three (3) year supply contract for gasoline and diesel fuel.**

Bids must be in accordance with the provisions, specifications and instructions set forth herein and will be received by Purchasing until the above noted time, when they will be publicly acknowledged and accepted.

Bid packets, any attachments and addenda are available for download at [www.mesaaz.gov/purchasing](http://www.mesaaz.gov/purchasing).

Please read the entire solicitation package and submit the bid in accordance with the instructions. This document (less this invitation and the instructions) and any required response documents, attachments, and submissions will constitute the bid.

Mesa's Procurement Policies and Rules are available on the Purchasing Division's website at [www.mesaaz.gov/purchasing](http://www.mesaaz.gov/purchasing).

Questions concerning this solicitation should be directed, IN WRITING, to the following project contacts or their designees:

**General or Process Questions:**

Nicole Arnold  
Buyer Aide  
Purchasing Division  
(480) 644-2655  
[Nicole.Arnold@mesaaz.gov](mailto:Nicole.Arnold@mesaaz.gov)

**Technical Questions:**

Darryl Woodson  
Senior Buyer  
Purchasing Division  
(480) 644-2655 Fax  
[darryl.woodson@mesaaz.gov](mailto:darryl.woodson@mesaaz.gov)

Jim Ruiz  
Fleet Administrator  
Fleet Services Division  
(480) 644-5009 Fax  
[jim.ruiz@mesaaz.gov](mailto:jim.ruiz@mesaaz.gov)

20 East Main Street Suite 400  
PO Box 1466  
Mesa Arizona 85211-1466  
480.644.2301 Tel  
480.644.2655 Fax

## INSTRUCTIONS

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i.1 **VENDOR QUESTIONS:** All questions regarding the contents of this solicitation, and solicitation process (including requests for ADA accommodations), shall be directed solely to the Project Contacts listed on Page 1 or designees or the Purchasing Administrator. Questions should be submitted in writing via letter, fax or email. Questions received less than seven (7) calendar days prior to the due date and time may be answered at the discretion of the City.

i.2 **ADDENDA/CLARIFICATIONS:** Any changes to the specifications will be in the form of an addendum. Addenda are posted on the City website and mailed to those who register on the City website when downloading solicitations no less than five (5) days prior to the Due Date. Vendors are cautioned to check the Purchasing Website for addenda and clarifications prior to submitting their bid. The City cannot be held responsible if a vendor fails to receive any addenda issued. The City shall not be responsible for any oral changes to these specifications made by any employees or officer of the City. Failure to acknowledge receipt of an addendum may result in disqualification of a bid.

i.3 **VENDOR CONFERENCE / SITE VISIT:**       Yes     No

i.4 **DUE DATE & TIME FOR SUBMISSION AND OPENING:**

**Date:** April 4, 2013

**Time:** 3:00 P.M. (Local Time)

The City will open all bids properly and timely submitted, and will record the names and other information specified by law and rule. All bids become the property of the City and will not be returned except in the case of a late submission. Results, as read at the bid opening, will be posted on the City website. Once a contract has been executed by the City, bids are available for inspection by contacting Purchasing.

i.5 **BID FIRM TIME:**            180 Days from Opening

Bid shall remain firm and unaltered after opening for the number of days shown above. The City may accept the bid, subject to successful contract negotiations, at any time during this time.

i.6 **BID SECURITY:**             Yes \$ 0.00             No

If so designated above, a bid security in the amount specified must be submitted with the bid. The security may be submitted in any one of the following forms: an executed surety bond issued by a firm licensed and registered to transact such business with the State of Arizona; cash; certified check, or cashier's check payable to the City of Mesa (personal or company checks are not acceptable); certificate of deposit or any other form of deposit issued by a financial institution and acceptable to the City. Such bid security shall be forfeited to the City of Mesa should the bidder selected fail to execute a contract when requested.

**PERFORMANCE SECURITY:**       Yes \$ 0.00             No

If required herein, the Contractor, simultaneously with the execution of the Contract, will be required to furnish a performance security. The security may be submitted in one-year increments and in any one of the following forms: an executed surety bond issued by a firm licensed and registered to transact such business with the State of Arizona; cash; certified check, cashier's check or money order payable to the City of Mesa (personal and company checks are not acceptable); certificate of deposit or any other form of deposit issued by a financial institution and acceptable to the City. If the Contractor fails or refuses to fully comply with the terms and conditions of the contract, the City shall have the right to use all or such part of said security as may be necessary to reimburse the City for loss sustained by reason of such breach. The balance of said security, if any, will be returned to Contractor upon the expiration or termination of the contract.



**INSTRUCTIONS**

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**i.7 SUBMIT BIDS TO:** Use label at the end of this solicitation package

**FOR US POSTAL SERVICE**

City of Mesa  
Attn: Purchasing  
PO Box 1466  
Mesa, AZ 85211-1466

**FOR HAND DELIVERIES, FEDEX, UPS, DHL OR OTHER COURIER SERVICES**

City of Mesa  
Attn: Purchasing  
20 E. Main St., Suite 400  
Mesa, AZ 85201

Bids will be received publicly at this address. Bidders may mail or hand-deliver bids. E-mail or fax submissions will not be accepted.

No responsibility will attach to the City of Mesa, its employees or agents for premature opening of a bid that is not properly addressed and identified.

**i.8 LATE BIDS.** The bidder assumes responsibility for having the bid delivered on time at the place specified. All bids received after the date and time specified shall not be considered and will be returned unopened to the bidder. The bidder assumes the risk of any delay in the mail or in handling of the mail by employees of the City of Mesa, or any private courier, regardless whether sent by mail or by means of personal delivery. You must allow adequate time to accommodate all registration and security screenings at the delivery site. A valid photo I.D. may be required. It shall not be sufficient to show that you mailed or commenced delivery before the due date and time. All times are Mesa, Arizona local times. The bidder agrees to accept the time stamp in the City Purchasing Office as the official time.

**i.9 LOBBYING PROHIBITION.** Any communication regarding this solicitation for the purpose of influencing the process or the award, between any person or affiliates seeking an award from this solicitation and the City, including but not limited to the City Council, employees, and consultants hired to assist in the solicitation, is prohibited.

This prohibition is imposed from the time of the first public notice of the solicitation until the City cancels the solicitation, rejects all responses, awards a contract or otherwise takes action which ends the solicitation process. This section shall not prohibit public comment at any City Council meeting, study session or Council committee meeting.

This prohibition shall not apply to vendor-initiated communication with the contact(s) identified in the solicitation or City-initiated communications for the purposes of conducting the procurement including but not limited to pre-bid conferences, clarification of responses, presentations if provided in the solicitation, requests for Best and Final Proposals, contract negotiations, protest/appeal resolution, or surveying non-responsive vendors.

Violations of this provision shall be reported to the Purchasing Administrator. Persons violating this prohibition may be subject to a warning letter or rejection of their response depending on the nature of the violation.

**i.10 LAWFUL PRESENCE IN THE UNITED STATES.** Arizona Revised Statutes §1-502 requires that all Persons who will be awarded a contract (a Public Benefit as defined in 8 USC Section 1621) must demonstrate they are lawfully present in the United States. Person is defined as a Natural person and therefore excludes Limited Liability Companies, Corporations or Partnerships as indicated on your W-9 form.

Individuals or Sole Proprietorships must complete the affidavit in the "Vendor Information" section of this solicitation. Offers that fail to provide a completed affidavit and any required attachments may be deemed non-responsive.

## INSTRUCTIONS

- i.11 **COMMENCEMENT OF WORK.** If bidder begins any billable work prior to the City's final approval and execution of the contract, bidder does so at its own risk.
- i.12 **RESPONSIBILITY TO READ AND UNDERSTAND.** Failure to read, examine and understand the solicitation will not excuse any failure to comply with the requirements of the solicitation or any resulting contract, nor shall such failure be a basis for claiming additional compensation. If a vendor suspects an error, omission or discrepancy in this solicitation, the vendor must immediately and in any case not later than seven (7) business days in advance of the due date notify the contact on page 1. The City is not responsible for and will not pay any costs associated with the preparation and submission of the bid. Bidders are cautioned to verify their bids before submission, as amendments to or withdrawal of bids submitted after time specified for opening of bids may not be considered. The City will not be responsible for any bidder errors or omissions.
- i.13 **FORM AND CONTENT OF BIDS.** Unless otherwise instructed or allowed, bids shall be submitted on the forms provided. An original and the designated number of copies of each bid are required. Bids, including modifications, must be submitted in ink, typed, or printed form and signed by an authorized representative. Please line through and initial rather than erase changes. If the bid is not properly signed or if any changes are not initialed, it may be considered non-responsive. In the event of a disparity between the unit price and the extended price, the unit price shall prevail unless obviously in error, as determined by the City. The City may require that bids be submitted on disk, CD or DVD. The bid must provide all information requested and must address all points. The City does not encourage exceptions. The City is not required to grant exceptions and depending on the exception, the City may reject the bid.
- i.14 **SPECIFICATIONS.** Technical specifications define the minimum acceptable standard. When the specification calls for "Brand Name or Equal," the brand name product is acceptable. Other products will be considered upon showing the other product meets stated specifications and is equivalent to the brand product in terms of quality, performance and desired characteristics.
- Minor differences that do not affect the suitability of the supply or service for the City's needs may be accepted. Burden of proof that the product meets the minimum standards or is equal to the brand name product is on the bidder. The City reserves the right to reject bids that the City deems unacceptable.
- i.15 **MODIFICATION / WITHDRAWAL OF BID.** Written requests to modify or withdraw the bid received by the City prior to the scheduled opening time will be accepted and will be corrected after opening. No oral requests will be allowed. Requests must be addressed and labeled in the same manner as the bid and marked as a MODIFICATION or WITHDRAWAL of the bid. Requests for withdrawal after the bid opening will only be granted upon proof of undue hardship and may result in the forfeiture of any bid security. Any withdrawal after the bid opening shall be allowed solely at the City's discretion.
- i.16 **DEBARMENT DISCLOSURE.** If the vendor submitting this bid has been debarred, suspended, or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any federal, state, or local government, or if any such preclusion from participation from any public procurement activity is currently pending, the bidder shall include a letter with its bid identifying the name and address of the governmental unit, the effective date of this suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating to the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances including the details enumerated above must be provided. A bid from a bidder who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity may be rejected.
- i.17 **RESERVATIONS.** The City reserves the right to reject any or all bids or any part thereof; to rebid the solicitation; to reject non-responsive or non-responsible bids; to reject unbalanced bids; to reject bids where the terms, prices, and/or awards are conditioned upon another event; to reject individual bids for failure to meet any requirement; to award by item, part or portion of an item, group of items, or total; to make multiple awards; to waive minor irregularities, defects, omissions, technicalities or form errors in any bid. The City may seek clarification of the bid from bidder at

## INSTRUCTIONS

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any time, and failure to respond is cause for rejection. Submission of a bid confers on bidder no right to an award or to a subsequent contract. The City is charged by its Charter to make an award that is in the best interest of the City. All decisions on compliance, evaluation, terms and conditions shall be made solely at the City's discretion and made to favor the City. No binding contract will exist between the bidder and the City until the City executes a written contract or purchase order.

- i.18 **OFFICIAL SOLICITATION DOCUMENT.** Changes to the solicitation document made by a bidder may not be acknowledged or accepted by the City. Award or execution of a contract does not constitute acceptance of a changed term, condition or specification unless specifically acknowledged and agreed to by the City. The copy maintained and published by the City shall be the official solicitation document.
- i.19 **COPYING OF BIDS.** Bidder hereby grants the City permission to copy all parts of its bid, including without limitation any documents and/or materials copyrighted by the bidder. The City's right to copy shall be for internal use in evaluating the proposal.
- i.20 **CONTRACTOR ETHICS.** It is the policy of the City to promote courtesy, fairness, impartiality, integrity, service, professionalism, economy, and government by law in the Procurement process. The responsibility for implementing this policy rests with each individual who participates in the Procurement process, including Respondents and Contractors.
- To achieve the purpose of this Article, it is essential that Respondents and Contractors doing business with the City also observe the ethical standards prescribed herein. It shall be a breach of ethical standards to:
- a. Exert any effort to influence any City employee or agent to breach the standards of ethical conduct.
  - b. Intentionally invoice any amount greater than provided in Contract or to invoice for Materials or Services not provided.
  - c. Intentionally offer or provide sub-standard Materials or Services or to intentionally not comply with any term, condition, specification or other requirement of a City Contract.
- i.21 **GIFTS.** The City will accept no gifts, gratuities or advertising products from bidders or prospective bidders and affiliates. The City may request product samples from vendors for product evaluation.
- i.22 **PROTESTS AND APPEALS.** If a bidder objects to any provision of the solicitation, and/or believes the City improperly rejected its bid, or believes the selected bid is not in the City's best interests, the bidder may submit a written protest.

Protests must be received within seven (7) calendar days after the bidder knows or should have known of the facts giving rise to the protest.

Bidder must submit the protest to the Protest Officer. Only written protests submitted properly and within the time allowed and that are based on legal and/or factual grounds will be considered. The Protest Officer will issue a written decision.

If the bidder believes the Protest Officer's decision is arbitrary or capricious and/or is not based on legal or factual grounds, an appeal may be made to the City Manager. Appeals must be submitted within seven (7) calendar days of the Protest Officer's decision. The appeal must be based on factual or legal errors in the Protest Officer's decision and not simply a disagreement with that decision.

The City Manager or designee will review the record and all documents submitted to the Protest Officer to determine whether the decision should be sustained. The City Manager, at his/her sole discretion, has the option of referring the appeal to a hearing officer or the City Council for review. The City Manager or designee will issue a written response to the appeal and this determination is final.

## INSTRUCTIONS

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Protest and appeal responses will be made by the City in as timely a manner as possible. The Protest Officer will have the sole discretion to stay the contract process until a protest or appeal is resolved. Concerns raised seven (7) calendar days or more after execution are not subject to this protest/appeal process. Protests and appeals that do not follow the processes contained in this section will be rejected.

Address Protests and Appeals to:

**PROTEST OFFICER:**

Alyce Bengé  
Purchasing Administrator  
20 East Main Street Suite 400  
PO Box 1466  
Mesa, Arizona 85211-1466  
Fax: (480) 644-2655

**APPEALS:**

Edward Quedens  
Business Services Department Director  
20 East Main Street Suite 450  
PO Box 1466  
Mesa, Arizona 85211-1466  
Fax: (480) 644-2687

## INSTRUCTIONS - EVALUATION

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- i.23 **EVALUATION PROCESS.** Bids will be reviewed by a screening committee comprised of City employees and/or authorized agents. The City staff may or may not initiate discussions with bidders for clarification purposes. Clarification is not an opportunity to change the bid. Bidders shall not initiate discussions with any City employee or official.
- i.24 **PRESENTATIONS/INTERVIEWS.** The bidder must provide a formal presentation/interview upon request.
- i.25 **CRITERIA FOR EVALUATION AND AWARD.** The City evaluates three categories of information: responsiveness, responsibility, and price. All bids must meet the following responsiveness and responsibility criteria.
- a) **Responsiveness.** The City will determine whether the bid complies with the instructions for submitting bids including completeness of bid which encompasses the inclusion of all required attachments and submissions. The City must reject any bids that are submitted late. Failure to meet other requirements may result in rejection.
  - b) **Responsibility.** The City will determine whether the bidder is one with whom it can or should do business. Factors that the City may evaluate to determine "responsibility" include, but are not limited to: excessively high or low priced bids, past performance, references (including those found outside the bid), compliance with applicable laws-including tax laws, bidder's record of performance and integrity- e.g. has the bidder been delinquent or unfaithful to any contract with the City, whether the bidder is qualified legally to contract with the City, financial stability and the perceived ability to perform completely as specified. A bidder must at all times have financial resources sufficient, in the opinion of the City, to ensure performance of the contract and must provide proof upon request. City staff may also use Dun & Bradstreet and/or any generally available industry information. The City reserves the right to inspect and review bidder's facilities, equipment and personnel and those of any identified subcontractors. The City will determine whether any failure to supply information, or the quality of the information, will result in rejection.
  - c) **Price.** We will then evaluate the bids that have met the requirements above.
  - d) Those vendors supplying quotes, bids or proposal who have Mesa Transaction Privilege Tax license and who would be charging Mesa City TPT on the invoice if awarded, will have 1.75% removed from the taxable item(s) for the purpose of award evaluation. Awarded vendors shall charge the full amount of tax on their invoice(s).
- This consideration does not apply to:
- Construction procurements or any other procurement done using Arizona Revised Statutes Title 34 processes.
  - Purchases using Federal or other funds where the agreement that provided the funds precludes any local consideration or preference.
- i.26 **COST JUSTIFICATION.** In the event only one response is received, the City may require that the bidder submit a cost proposal in sufficient detail for the City to perform a cost/price analysis to determine if the bid price is fair and reasonable.
- i.27 **CONTRACT NEGOTIATIONS AND ACCEPTANCE.** Bidder must be prepared for the City to accept the bid as submitted. If bidder fails to sign all documents necessary to successfully execute the final contract within a reasonable time as specified, or negotiations do not result in an acceptable agreement, the City may reject bid or revoke the award, and may begin negotiations with another bidder. Final contract terms must be approved or signed by the appropriately authorized City official(s). No binding contract will exist between the bidder and the City until the City executes a written contract or purchase order.
- i.28 **NOTICE OF INTENT TO AWARD.** Notices of the City's intent to award a Contract are posted to the Purchasing Division's website before 6:00 PM local time on Wednesdays. If Wednesday is a holiday observed by the City, Notice will be posted on Tuesday.

## INSTRUCTIONS - EVALUATION

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It is the bidder's responsibility to check the City of Mesa's Purchasing website at [www.mesaaz.gov/purchasing](http://www.mesaaz.gov/purchasing) to view Purchasing's Intent to Award notices. This is the only notification you will receive regarding the City's intent to award a contract related to this solicitation.

## STANDARD TERMS AND CONDITIONS

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- S.1 **INDEPENDENT CONTRACTOR.** It is expressly understood that the relationship of Contractor to the City shall be that of an independent contractor.
- S.2 **SUBCONTRACTING.** Contractor may not subcontract work without the express written permission of the City. If Contractor has received authorization to subcontract work, it is agreed that all subcontractors performing work under the Agreement shall comply with its provisions. Further, all agreements between Contractor and its subcontractors shall provide that the terms and conditions of this Agreement be incorporated therein.
- S.3 **ASSIGNMENT.** This Agreement may not be assigned either in whole or in part without first receiving the City's written consent. Any attempted assignment, either in whole or in part, without such consent shall be null and void and in such event the City shall have the right at its option to terminate the Agreement. No granting of consent to any assignment shall relieve Contractor from any of its obligations and liabilities under the Agreement.
- S.4 **SUCCESSORS AND ASSIGNS; BINDING EFFECT.** This Agreement shall be binding upon and inure to the benefit of the parties and their respective permitted successors and assigns.
- S.5 **NO THIRD PARTY BENEFICIARIES.** This Agreement is intended for the exclusive benefit of the parties. Nothing set forth in this Agreement is intended to create, or shall create, any benefits, rights, or responsibilities in any third parties.
- S.6 **NON- EXCLUSIVITY.** The City, in its sole discretion, reserves the right to request the Materials or Services set forth herein from other sources when deemed necessary and appropriate. No exclusive rights are encompassed through this Agreement.
- S.7 **AMENDMENTS.** There shall be no oral changes to this Agreement. This Agreement shall only be modified in a writing signed by both parties. No charge for extra work or material will be allowed unless approved in writing, in advance, by the City and Contractor.
- S.8 **TIME OF THE ESSENCE.** Time is of the essence to the performance of the parties' obligations under this Agreement.
- S.9 **COMPLIANCE WITH APPLICABLE LAWS.**
- a. **General.** Contractor shall procure all permits and licenses, and pay all charges and fees necessary and incidental to the lawful conduct of business. Contractor must stay fully informed of existing and future Federal, State and local laws, ordinances, and regulations that in any manner affect the fulfillment of this Agreement and shall comply with the same at its own expense. Contractor bears full responsibility for training, safety, and providing necessary equipment for all Contractor Personnel to achieve compliance prior to the Effective Date. Upon request, Contractor shall demonstrate to the City's satisfaction any programs, procedures, and other activities used to ensure compliance.
  - b. **Drug-Free Workplace.** Contractor is hereby advised that the City has adopted a policy establishing a drug-free workplace for itself and those doing business with the City to ensure the safety and health of all persons working on City contracts and projects. Contractor shall require a drug-free workplace for all Contractor Personnel working under this Agreement. Specifically, all Contractor Personnel who are working under this Agreement shall be notified in writing by Contractor that they are prohibited from the manufacture, distribution, dispensation, possession, or unlawful use of a controlled substance in the workplace. Contractor agrees to prohibit the use of intoxicating substances by all Contractor Personnel and shall ensure that Contractor Personnel do not use or possess illegal drugs while in the course of performing their duties.
  - c. **Federal and State Immigration Laws.** Contractor agrees to comply with the Immigration Reform and Control Act of 1986 (IRCA) in performance under this Agreement and to permit the City or its agents to inspect applicable personnel records to verify such compliance. Contractor shall ensure and keep appropriate records to demonstrate that all Contractor Personnel have a legal right to live and work in the United States.

## STANDARD TERMS AND CONDITIONS

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- (i) Under the provisions of A.R.S. § 41-4401, Contractor hereby warrants to the City that Contractor and each of its subcontractors will comply with, and are contractually obligated to comply with, all Federal Immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A) (hereinafter "Contractor Immigration Warranty").
  - (ii) A breach of the Contractor Immigration Warranty shall constitute a material breach of this Agreement and shall subject Contractor to penalties up to and including termination of this Agreement at the sole discretion of the City.
  - (iii) The City retains the right to inspect the papers of all Contractor Personnel who provides Services under this Agreement to ensure that Contractor or its subcontractors are complying with the Contractor Immigration Warranty. Contractor agrees to assist the City in regard to any such inspections.
  - (iv) The City may, at its sole discretion, conduct random verification of the employment records of Contractor and any subcontractor to ensure compliance with the Contractor Immigration Warranty. Contractor agrees to assist the City in regard to any random verification performed.
  - (v) Neither Contractor nor any subcontractor shall be deemed to have materially breached the Contractor Immigration Warranty if Contractor or subcontractor establishes that it has complied with the employment verification provisions prescribed by sections 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. § 23-214 (A).
- d. **Nondiscrimination.** Contractor represents and warrants that it does not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, or disability, and represents and warrants that it complies with all applicable Federal, State and local laws and executive orders regarding employment. Contractor and Contractor Personnel will comply with applicable provisions of Title VII of the U.S. Civil Rights Act of 1964, as amended, section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.) and applicable rules in performance under this Agreement.
- e. **State Sponsors of Terrorism Prohibition.** Per A.R.S. §35-392, the Contractor shall not be in violation of section 6(j) of the Federal Export Administration Act and subsequently prohibited by the State of Arizona from selling goods or services to the City.
- f. **No Scrutinized Business Operations in Sudan or Iran.** Contractor shall be in compliance with A.R.S. §§ 35-391 and 35-393 which prohibit Contractor from having scrutinized business operations in Sudan or Iran.

### S.10 SALES/USE TAX, OTHER TAXES.

- a. Contractor shall be responsible for payment of all taxes including Federal, State, and local taxes related to or arising out of Contractor's Services under this Agreement, including by way of illustration but not limitation, Federal and State income tax, social security tax, unemployment insurance taxes, and any other taxes or business license fees as required.
- b. The City is exempt from paying certain Federal Excise Taxes and will furnish an exemption certificate upon request. The City is not exempt from State and local sales/use taxes.

### S.11 AMOUNTS DUE THE CITY.

Contractor must be current and remain current in all obligations due to the City during the performance of Services under the Agreement. Payments to Contractor may be offset by any delinquent amounts due the City or fees and charges owed to the City.

### S.12 PUBLIC RECORDS.

Contractor acknowledges that the City is a public entity, subject to Arizona's public records laws (A.R.S. § 39-121 et. seq.) and that any documents related to this Agreement may be subject to disclosure pursuant to State law in response to a public records request or to subpoena or other judicial process.



## STANDARD TERMS AND CONDITIONS

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- S.13 **AUDITS AND RECORDS.** Contractor shall preserve the records related to this Agreement for five (5) years after completion of the Agreement. The City or its authorized agent reserves the right to inspect any records related to the performance of work specified herein. In addition, the City may inspect any and all payroll, billing or other relevant records kept by Contractor in relation to the Agreement. Contractor shall permit such inspections and audits during normal business hours and upon reasonable notice by the City. The audit of records may occur at Contractor's place of business or at City offices, as determined by the City.
- S.14 **BACKGROUND CHECK.** The City may conduct criminal, driver history, and all other requested background checks of Contractor Personnel who would perform Services under the Agreement or who will have access to the City's information, data, or facilities in accordance with the City's current background check policies. Any officer, employee, or agent that fails the background check must be replaced immediately.
- S.15 **SECURITY CLEARANCE AND REMOVAL OF CONTRACTOR PERSONNEL.** The City shall have final authority, based on security reasons: (i) to determine when security clearance of Contractor Personnel is required; (ii) to determine the nature of the security clearance, up to and including fingerprinting Contractor Personnel; and (iii) to determine whether or not any individual or entity may provide Services under this Agreement. If the City objects to any Contractor Personnel for any reasonable cause, then Contractor shall, upon notice from the City, remove any such individual from performance of Services.
- S.16 **DEFAULT.**
- a. A party shall be in default if that party:
    - (i) Is or becomes insolvent or is a party to any voluntary bankruptcy or receivership proceeding, makes an assignment for a creditor, or there is any similar action that affects Contractor's capability to perform under the Agreement;
    - (ii) Is the subject of a petition for involuntary bankruptcy not removed within 60 Days;
    - (iii) Conducts business in an unethical or illegal manner; or
    - (iv) Fails to carry out any term, promise, or condition of the Agreement.
  - b. Whenever the City in good faith has reason to question Contractor's intent to perform, the former party may demand that the other party give a written assurance of its intent to perform. In the event that the demand is made and no written assurance is given within 5 Days, the demanding party may treat this failure as an anticipatory repudiation of the Agreement.
- S.17 **REMEDIES.** The remedies set forth in this Agreement are not exclusive. Election of one remedy shall not preclude the use of other remedies. In the event of default:
- a. The non-defaulting party may terminate the Agreement, and the termination shall be effective immediately or at such other date as specified by the terminating party.
  - b. The City may purchase the services required under the Agreement from the open market, complete required work itself, or have it completed at the expense of Contractor. If the cost of obtaining substitute services exceeds the contract price, the City may recover the excess cost by (i) requiring immediate reimbursement to the City (ii) deduction from an unpaid balance due to Contractor; (iii) collection against the proposal and/or performance security; if any; (iv) collection against liquidated damages (if applicable); or (v) a combination of the aforementioned remedies or other remedies as provided by law. Costs includes any and all, fees, and expenses incurred in obtaining substitute services and expended in obtaining reimbursement, including but not limited to administrative expenses, attorneys' fees, and costs.
  - c. The non-defaulting party shall have all other rights granted under this Agreement and all rights at law or in equity that may be available to it.
  - d. Neither party shall be liable for incidental, special, or consequential damages.

## STANDARD TERMS AND CONDITIONS

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- S.18 **CONTINUATION DURING DISPUTES.** Contractor agrees that during any dispute between the parties, Contractor will continue to perform its obligations until the dispute is settled, instructed to cease performance by the City, enjoined or prohibited by judicial action, or otherwise required or obligated to cease performance by other provisions in this Agreement.
- S.19 **TERMINATION FOR CONVENIENCE.** The City reserves the right to terminate this Agreement in part or in whole upon thirty (30) Days written notice.
- S.20 **TERMINATION FOR CONFLICT OF INTEREST (A.R.S. § 38-511).** Pursuant to A.R.S. § 38-511, the City may cancel this Agreement within 3 years after its execution, without penalty or further obligation, if any person significantly involved in initiating, securing, drafting, or creating the Agreement for the City becomes an employee or agent of Contractor.
- S.21 **TERMINATION FOR NON-APPROPRIATION AND MODIFICATION FOR BUDGETARY CONSTRAINT.** The City is a governmental agency which relies upon the appropriation of funds by its governing body to satisfy its obligations. If the City reasonably determines that it does not have funds to meet its obligations under this Agreement, the City shall have the right to terminate the Agreement without penalty on the last Day of the fiscal period for which funds were legally available. In the event of such termination, the City agrees to provide written notice of its intent to terminate 30 Days prior to the stated termination date.
- S.22 **PAYMENT TO CONTRACTOR UPON TERMINATION.** Upon termination of this Agreement, Contractor shall be entitled only to payment for those Services performed up to the date of termination, and any authorized expenses already incurred up to such date of termination. The City shall make final payment within thirty (30) Days after the City has both completed its appraisal of the Materials and Services provided and received Contractor's properly prepared invoice.
- S.23 **NON-WAIVER OF RIGHTS.** There shall be no waiver of any provision of this agreement unless approved in writing and signed by the waiving party. Failure or delay to exercise any rights or remedies provided herein or by law or in equity, or the acceptance of, or payment for, any Services hereunder, shall not release the other party of any of the warranties or other obligations of the Agreement and shall not be deemed a waiver of any such rights or remedies.
- S.24 **INDEMNIFICATION/LIABILITY.**
- a. Indemnification, General. To the fullest extent permitted by Law, Contractor agrees to defend, indemnify, and hold the City, its officers, agents, and employees, harmless from and against any and all liabilities, demands, claims, suits, losses, damages, causes of action, fines or judgments, including costs, attorneys', witnesses', and expert witnesses' fees, and expenses incident thereto, relating to, arising out of, or resulting from: (i) the Services provided by Contractor Personnel under this Agreement; (ii) any negligent acts, errors, mistakes or omissions by Contractor or Contractor Personnel; and (iii) Contractor or Contractor Personnel's failure to comply with or fulfill the obligations established by this Agreement.
  - b. Contractor shall update the City during the course of the litigation to timely notify the City of any issues that may involve the independent negligence of the City that is not covered by this indemnification.
  - c. The City assumes no liability for actions of Contractor and shall not indemnify or hold Contractor or any third-party harmless for claims based on this Agreement or use of Contractor-provided supplies or services.
- S.25 **WARRANTY.** Contractor warrants that all Services will be performed in a good, workman-like and professional manner. If any Materials or Services are of a substandard or unsatisfactory manner as determined by the City, Contractor, at no additional charge to the City, will provide Materials or redo such Services until in accordance with this Agreement and to the City's reasonable satisfaction.

## STANDARD TERMS AND CONDITIONS

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Unless otherwise agreed, the Contractor warrants that Materials shall be new, unused, of most current manufacture and not discontinued, shall be free of defects in materials and workmanship, shall be provided in accordance with manufacturer's standard warranty for at least one (1) year unless otherwise specified, and shall perform in accordance with manufacturer's published specifications.

- S.26 **THE CITY'S RIGHT TO RECOVER AGAINST THIRD PARTIES.** Contractor shall do nothing to prejudice the City's right to recover against third parties for any loss, destruction, or damage to City property, and shall at the City's request and expense, furnish to the City reasonable assistance and cooperation, including assistance in the prosecution or defense of suit and the execution of instruments of assignment in favor of the City in obtaining recovery.
- S.27 **NO GUARANTEE OF WORK.** Contractor acknowledges and agrees that it is not entitled to deliver any specific amount of Materials or Services or any Materials or Services at all under this Agreement and acknowledges and agrees that the Materials or Services will be requested by the City on an as needed basis at the sole discretion of the City. Any document referencing quantities or performance frequencies represent the City's best estimate of current requirements, but shall not bind it to purchase, accept, or pay for Materials or Services which exceed its actual needs.
- S.28 **OWNERSHIP.** All deliverables, Services, and information provided by Contractor or the City pursuant to this Agreement (whether electronically or manually generated) including without limitation, reports, test plans, and survey results, graphics, and technical tables, originally prepared in the performance of this Agreement, are the property of the City and shall not be used or released by Contractor or any other person except with prior written permission by the City.
- S.29 **USE OF NAME.** Contractor shall not use the name of the City of Mesa in any advertising or publicity without obtaining the prior written consent of the City.
- S.30 **CONFLICT OF INTEREST.** Pursuant to A.R.S. § 38-504, a current or former public officer or employee within the last twelve (12) months shall not represent another organization before the City on any matter for which the officer or employee was directly concerned and personally participated in during their service or employment or over which they had a substantial or material administrative discretion. Further, while employed by the City and for two (2) years thereafter, public officers or employees are prohibited from disclosing or using, without appropriate authorization, any confidential information acquired by such personnel in the course of his or her official duties at the City.
- S.31 **FOB POINT.** All deliveries shall be FOB destination unless otherwise agreed. Freight charged/terms shall be as agreed.
- S.32 **RISK OF LOSS.** Contractor agrees to bear all risks of loss, injury, or destruction of goods or equipment incidental to providing these Services and such loss, injury, or destruction shall not release Contractor from any obligation hereunder.
- S.33 **SAFEGUARDING CITY PROPERTY.** The Contractor will be responsible for any damage to City Real property or damage or loss of City Personal Property when such property is the responsibility of or in the custody of the Contractor or its employees.
- S.34 **WARRANTY OF RIGHTS.** The Contractor warrants it has title to, or the right to allow the City to use, the Materials and Services being provided and that the City may use same without suit, trouble or hindrance from the Contractor or third parties.
- S.35 **PROPRIETARY RIGHTS INDEMNIFICATION.** Without limiting the foregoing, Contractor shall, without limitation, at its expense defend the City against all claims asserted by any person that anything provided by Contractor infringes a patent, copyright, trade secret or other intellectual property right and shall, without limitation, pay the costs, damages and attorneys' fees awarded against the City in any such action, or pay any settlement of such action or claim. Each party agrees to notify the other promptly of any matters to which this provision may apply and to cooperate with each other in connection with such defense or settlement. If a preliminary or final judgment shall be obtained against the City's use or operation of the items provided by Contractor

## STANDARD TERMS AND CONDITIONS

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hereunder or any part thereof by reason of any alleged infringement, Contractor shall, at its expense and without limitation, either (a) modify the item so that it becomes non-infringing; or (b) procure for the City the right to continue to use the item; or (c) substitute for the infringing item other item(s) having at least equivalent capability; or (d) refund to the City an amount equal to the price paid, less reasonable usage, from the time of installation acceptance through cessation of use, which amount shall be calculated on a useful life not less than 5 years, and plus any additional costs the City may incur to acquire substitute supplies or services.

- S.36 **CONTRACT ADMINISTRATION.** The contract shall be administered by the Purchasing Administrator and/or an authorized representative from the using department. All questions regarding the contract shall be referred to an administrator for resolution. Supplements may be written to the contract for the addition or deletion of services. Payment will be negotiated and determined by the Contract Administrator(s).
- S.37 **FORCE MAJEURE.** Failure by either party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control, including acts of nature, acts of the public enemy, riots, fire, explosion, legislation, and governmental regulation. The party whose performance is so affected shall within 5 Days notify the other party of all pertinent facts and identify the force majeure event. The party whose performance is so affected shall also take all reasonable steps, promptly and diligently, to prevent such causes if it is feasible to do so, or to minimize or eliminate the effect thereof. The delivery or performance date shall be extended for a period equal to the time lost by reason of delay, plus such additional time as may be reasonably necessary to overcome the effect of the delay, provided however, under no circumstances shall delays caused by a force majeure extend beyond one hundred-twenty (120) Days from the scheduled delivery or completion date of a task.
- S.38 **COOPERATIVE USE OF CONTRACT.** The City has entered into various cooperative purchasing agreements with other Arizona government agencies, including the Strategic Alliance for Volume Expenditures (SAVE) cooperative. Any contract may be extended for use by other municipalities, school districts and government agencies in the State of Arizona with the approval of the Contractor. Any such usage by other entities must be in accordance with the statutes, codes, ordinances, charter and/or procurement rules and regulations of the respective government agency.
- If required to provide services on a school district property at least five (5) times during a month, Contractor shall submit a full set of fingerprints to the school district in accordance with A.R.S. 15-512 of each person or employee who may provide such service. The district shall conduct a fingerprint check in accordance with A.R.S. 41-1750 and Public law 92-544 of all contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the District. Additionally, the Contractor shall comply with the governing body fingerprinting policies of each individual school district/public entity. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.
- Orders placed by other agencies and payment thereof will be the sole responsibility of that agency. The City shall not be responsible for any disputes arising out of transactions made by others.
- S.39 **FUEL CHARGES AND PRICE INCREASES.** No fuel surcharges will be accepted. No price increases will be accepted without proper request by Contractor and response by the City's Purchasing Division.
- S.40 **NOTICES.** All notices to be given pursuant to this Agreement shall be delivered to the parties at their respective addresses. Notices may be (i) personally delivered; (ii) sent via certified or registered mail, postage prepaid; (iii) sent via overnight courier; or sent via facsimile. If provided by personal delivery, receipt shall be deemed effective upon delivery. If sent via certified or registered mail, receipt shall be deemed effective 3 Days after being deposited in the United States mail. If sent via overnight courier or facsimile, receipt shall be deemed effective 2 Days after the sending thereof.

## STANDARD TERMS AND CONDITIONS

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- S.41 **GOVERNING LAW, FORUM.** This Agreement shall be governed by the laws of the State of Arizona. The exclusive forum selected for any proceeding or suit in law or equity arising from or incident to this Agreement shall be Maricopa County, Arizona.
- S.42 **INTEGRATION CLAUSE.** This Agreement, including all attachments and exhibits hereto, shall supersede all prior oral or written agreements, if any, between the parties, and shall constitute the entire agreement between the parties with respect to the work to be performed.
- S.43 **PROVISIONS REQUIRED BY LAW.** Any provision required by law to be in this Agreement is a part of this Agreement as if fully stated in it.
- S.44 **SEVERABILITY.** If any provision of this Agreement is declared void or unenforceable, such provision shall be severed from this Agreement, which shall otherwise remain in full force and effect. The parties will negotiate diligently in good faith for such amendment(s) of this Agreement as may be necessary to achieve the original intent of this Agreement, notwithstanding such invalidity or unenforceability.
- S.45 **SURVIVING PROVISIONS.** Notwithstanding any completion, termination, or other expiration of this Agreement, all provisions which, by the terms of reasonable interpretation thereof, set forth rights and obligations that extend beyond completion, termination, or other expiration of this Agreement, shall survive and remain in full force and effect. Except as specifically provided in this Agreement, completion, Termination, or other expiration of this Agreement shall not release any party from any liability or obligation arising prior to the date of termination.

## DETAILED SPECIFICATIONS

1. **PROJECT MISSION.** We are dedicated to providing superior services to our customers in order to improve the quality of life for Mesa residents, businesses and visitors. We are looking for vendors who share that dedication and will help us meet that goal.
2. **PROJECT GOAL.** To establish a three (3) year supply contract for gasoline and diesel fuel for the City of Mesa and the Mesa Unified School District No. 4.
3. **INVENTORY LEVELS.** The bidder's inventory level of the item(s) bid shall be sufficient to provide daily support of the Buyers' requirements. Failure to supply item(s) within 24 hours of order placement may result in ordering from an alternate supplier. Repeated incidents of late delivery shall be grounds for termination of the contract.
4. **HAZARD COMMUNICATION REQUIREMENTS.** The successful bidder agrees to provide Material Safety Data Sheets for all substances that come under the Federal Toxic and Hazardous Substance - Hazard Communication Standard, (reference - Occupational Safety and Health Standard, Subpart -2- Toxic and Hazardous Substances - Hazardous Communication Standard, Section 1910 - 1200 Hazard Communication). MSDS copies will be provided separately and simultaneously to the City and the District.
5. **OPIS INDEX PRICING.** Bidders must insert a price per gallon and the estimated total pricing (excluding tax) based on the quoted discount/markup and the OPIS index price for the issue date specified on page 23 of the Pricing and Compensation section of this solicitation. In the event of a discrepancy between the unit price and extension, the unit price will govern. Bid prices shall be in cents per gallon to four decimal points and shall be based upon the "Oil Price Information Service (OPIS)" index for Arizona. Bidders will insert the amount of markup or discount upon which their price is calculated against the OPIS index. Pricing during the contract will be based on the OPIS average rack price as determined each Thursday and will be in effect for the week following publication as outlined in the OPIS index. The successful bidder shall e-mail a copy of the weekly OPIS index to the City's Fleet Services office and the school's District Vehicle Maintenance office.
6. **EXCISE TAX REBATES & ON ROAD AND OFF ROAD TAXES.** Barring future prohibitive legislation, the successful bidder agrees to sell all gasoline and diesel fuel to the City and the District FREE OF FEDERAL EXCISE TAX. Both the City and the District are F.E.T. exempt, and the supplier agrees to accept responsibility for filing for tax credits or refunds in accordance with IRS Notice 88-13 (February 8, 1988) and the Budget Reconciliation Act of 1987. The City and the District will furnish exemption certificates upon request.
7. **DELIVERY LOCATIONS**

### CITY OF MESA:

Location No.	Department Name/Address	Type of Fuel	Tank Qty - Size in Gal. per Tank.
1	Fleet Services (West) 300 East 6th Street Mesa, AZ	CBG (Clean Burning Gasoline) Ethanol 10% Uni  #2 ULS Diesel	6 - 12,000  3 - 12,000
2	Falcon Field Airport Police/Fire/Customer Service Substation 4534 E. McKellips Road Mesa, AZ	CBG Ethanol 10% Uni  #2 ULS Diesel	1 - 10,000  1 - 10,000
3	Dobson Ranch Police/Fire/Customer Service Substation 2505 S. Dobson Road Mesa, AZ <b>Secure Site</b>	#2 ULS Diesel	1 - 10,000
4	Dobson Ranch Golf Course 2155 S. Dobson Road Mesa, AZ	#2 ULS Diesel	1 - 3,000

**DETAILED SPECIFICATIONS**

Location No.	Department Name/Address	Type of Fuel	Tank Qty - Size in Gal. per Tank.
5	Mesa Police Department 130 North Robson Mesa, AZ	#2 ULS Diesel	1 - 550
6	Fleet Services (East) 6935 E. Decatur Mesa, AZ	CBG Ethanol 10% Unl #2 ULS Diesel	6 - 12,000 3 - 12,000
7	Superstition Police/Fire Substation 2430 South Ellsworth Mesa, AZ <b>Secure Site</b>	CBG Ethanol 10% Unl #2 ULS Diesel	1 - 12,000 1 - 12,000
8	Red Mountain Police Substation 4333 E. University Dr. Mesa, AZ <b>Secure Site</b>	CBG Ethanol 10% Unl	2 - 15,000
9	Fiesta Police Substation 1010 W. Grove Ave Mesa, AZ <b>Secure Site</b>	CBG Ethanol 10% Unl	2 - 15,000
*10	Queen Creek Utility Yard 34630 N. Schnepf Road, Queen Creek, AZ	CBG Ethanol 10% Unl	1 - 1,000 above-ground tank
*11	Fire Station #205 730 S. Greenfield Road, Mesa, AZ	#2 ULS Diesel	1 - 580 above-ground trailer
*12	Fire Station #216 7966 E. McDowell Road, Mesa, AZ	#2 ULS Diesel	1 - 1000 above-ground tank
13	Various generator stations located around the City that may require deliveries of up to 1,000 gals. Annually.	CBG Ethanol 10% Unl	Varies

Location #1 will use approximately 66% of the total estimated fuel quantity. Location #1 will place all orders and specify the delivery site at time of order. Unless noted otherwise, all tanks are below ground, but not all are subject to "LUST" tax. \* Above ground locations are exempt.

The City's three (3) Police substations are secured sites. Deliveries to these locations must be made between 6:30 AM and 2:30 PM weekdays.

All deliveries must be phoned in to City personnel located at drop site at least 30 minutes prior to delivery.

**MESA UNIFIED SCHOOL DISTRICT NO. 4**

Location No.	Department Name/Address	Type of Fuel	Tank Qty - Size in Gal.
1	Transportation Dept. 549 N. Stapley, Mesa, AZ	CBG Ethanol 10% #2 ULS Red Dye	1 - 20,000 2 - 20,000
2	Broadway - Satellite 109 East Broadway, Mesa, AZ	CBG Ethanol 10% Unl #2 ULS Diesel #2 ULS Red Dye	1 - 10,000 1 - 10,000 1 - 15,000
3	Fremont - Satellite 837 N. Power Road, Mesa, AZ	CBG Ethanol 10% Unl #2 ULS Red Dye	1 - 10,000 3 - 10,000
<p><b>Note:</b> Location #1 will order all fuel and specify the delivery site at time of order. All tanks are below ground, but not all are subject to "LUST" tax. Buyers will specify which locations are exempt. Delivery hours: Stapley- 5:00am to 6:00 pm Fremont- 5:00am to 6:00 pm Broadway- 5:00am to 5:00 pm</p>			

## DETAILED SPECIFICATIONS

8. **SPLIT DELIVERY AND TOP-OFF LOAD REQUIREMENTS.** Both the City and the District currently request that some deliveries be split between two locations. It is highly preferable that these services continue to be available. The Arizona Department of Weight and Measures requires an annual vapor recovery test be performed on all qualifying tanks. In order to comply with this directive, top-off loads will be requested as necessary. The bidder shall indicate whether split deliveries and top-off loads are offered in the space provided on the bid form and specify the charges, if any, for such services.
9. **SPILLAGE.** The supplier will be responsible for the clean-up of any contamination or spillage resulting from delivery and unloading. A clear notation of all spills must be made on all delivery tickets and the order desk must be notified immediately after the spill occurs.
10. **DELIVERY TICKETS.** As required by ADEQ Tier II laws, all delivery tickets must delineate the supplier's name, address, brand of fuel, grade of fuel and dip stick reading prior to unloading and shall be provided at time of delivery. An additional notation of the spill bucket being clean and dry when the driver leaves the drop site must all be made on the delivery ticket. The buyer shall only authorize payment for the actual quantity of fuel delivered to each site.
11. **DELIVERY METHOD.** Tank Wagon deliveries for gasoline and diesel shall be for a maximum of 4,999 gallons. Truck and Trailer deliveries for gasoline shall be for a minimum of 5,000 gallons. Vehicles shall be owned or leased by the Seller and operated by employees of the Seller.
12. **INVOICING INSTRUCTIONS**

### City of Mesa

The City will pay the supplier within 10 days of product acceptance, providing a properly documented delivery ticket and a certified invoice, in duplicate, is furnished to:

City of Mesa  
Fleet Services  
310 E. 6th Street  
P. O. BOX 1466  
Mesa, AZ 85211-1466

### Mesa Unified School District

The District will pay the supplier within 10 days of product acceptance, providing a properly documented delivery ticket and a certified invoice, in duplicate, is furnished to:

Mesa Unified School District No. 4  
Accounts Payable  
63 E. Main Street #101  
Mesa, AZ 85201-7422

### General Note

Prices and extensions must appear on all copies of an invoice. The supplier will be promptly notified of any disputed invoice.

13. **FUEL SPECIFICATIONS.** Gasoline to be refinery blended. Bidders shall furnish detailed specifications of the fuel offered upon request. MSDS sheets are required to be submitted with the bid.  
Motor Fuel Specifications:  
**Unleaded Gasoline**, 87 minimum octane per ASTM D-4814.  
Pricing Unit = Gallon  
**Diesel Motor Fuel, Ultra-Low Sulphur** per ASTM D-975-02, Grade 2D and Federal Specification VVF-8008, Grade of 2.  
Pricing Unit = Gallon  
**Diesel Motor Fuel, Ultra-Low Sulphur (Red Dye)** per ASTM D-975-02, Grade 2D and Federal Specification VVF8008, Grade of 2.  
Pricing Unit = Gallon



**DETAILED SPECIFICATIONS**

<b>SPECIFICATIONS FOR FUEL GRADE ETHANOL</b>		
		<b>Method of Test</b>
Appearance	Clear, Bright	Visual
Color, Platinum-Cobalt	50 Maximum	ASTM D1209
Specific Gravity, 20/20DEG.C.	0.7887 - 0.7954	ASTM D1298
Ethyl Alcohol, Vol. %	94.4 Minimum	-
Water, Weight %	0.82 Maximum	ASTM D1744
Acidity, AS CH <sub>3</sub> COOH, Maximum	0.007 Mass %	ASTM D1613
Non-Volatile Residue, mg/100 ml	5.0 Maximum	ASTM D1353
Copper Content, ppm	0.1 Maximum	Atomic Absorption
Additive	A detergent and corrosion inhibitor package will be added to the ethanol. DuPont DMA-67Y or equivalent at the rate of 180 lbs. to 1,000 barrels of ethanol.	

14. **OXYGENATED FUEL PROGRAM.** Maricopa County has mandated an oxygenated fuel program to be used by each agency during predetermined months of this contract. The bidder must be able to supply unleaded regular gasoline as an oxygenated blend that will comply with Maricopa County requirements. This should include the ability to supply ethanol.

15. **INSURANCE REQUIREMENTS.** Contractor shall maintain coverage for all general, contractual and products liability risks normally associated with the goods and materials and/or services covered by this contract.

The Contractor shall maintain at all times during the term of this contract, a minimum amount of \$3 million per occurrence/\$5 million aggregate Commercial General Liability insurance, including Contractual Liability. For General Liability insurance, the City of Mesa, their agents, officials, volunteers, officers, elected officials or employees shall be named as additional insured, as evidenced by providing an additional insured endorsement.

The Contractor shall maintain at all times during the term of this contract, a minimum amount of \$1 million per occurrence Automobile Liability insurance.

The Contractor shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statute.

Prior to the execution of the Contract, the Contractor shall provide the City with a Certificate of Insurance (using appropriate ACORD certificate) SIGNED by the Issuer, applicable endorsements, and the City reserves the right to request additional copies of any or all of the above policies, endorsements, or notices relating thereto.

When the City requires a Certificate of Insurance to be furnished, the Contractor's insurance shall be primary of all other sources available. When the City is a certificate holder, the Contractor agrees that no policy shall expire, be canceled or materially changed to affect the coverage available without advance written notice to the City.

**"Waiver of Subrogation.** The policies required by this agreement (or contract) shall contain a waiver of transfer rights of recovery (subrogation) against City, its agents, representatives, directors, elected officials, officers, employees, and volunteers for any claims arising out of the work of Contractor." All insurance certificates and applicable endorsements are subject to review and approval by the City's Risk Manager.

## MILESTONES

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**BEGINNING AND END DATE OF INITIAL TERM:** July 1, 2013 through June 30, 2016.

If the commencement of performance is delayed because the City does not execute the contract on the start date, the City may adjust the start date, end date and milestones to reflect the delayed execution.

**EXTENSION:**

The City reserves the right to extend the term of this contract, provided however, that the City shall give written notice of its intentions to extend this contract no later than thirty (30) days prior to the expiration date of the contract.

**RENEWAL:**

At the end of the initial term of this contract, the City may initiate renewal(s) as provided. The decision to renew a contract rests solely with the City. The City will give written notice of its intention to renew the contract no later than thirty (30) days prior to the expiration.

2 One-Year renewal periods possible at the City's option, per bid documents

**PRICE:**

All pricing discounts and markups shall be firm for the initial term, except where otherwise provided by the specifications, and include all transportation, insurance and warranty costs. The City shall not be invoiced at prices higher than those stated in any contract resulting from this bid.

The Contractor certifies that the prices offered are no higher than the lowest price the Contractor charges other buyers for similar quantities under similar conditions. The Contractor further agrees that any reductions in the price of the goods or services covered by this bid and occurring after award will apply to the undelivered balance. The Contractor shall promptly notify the City of such price reductions.

## RESPONSE ELEMENTS

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16. **BID SUBMISSION** - Submit a signed original along with 2 copies of the bid in a sealed container.

Electronic Format Requested One (1) CD or Thumb Drive

***DO NOT use spiral binding or comb binding for your offers – 3-ring binders are preferred for large bids.***

17. **BIDDER RESPONSE CHECKLIST.** This checklist is provided for your convenience. It is not necessary to return a copy of this solicitation's Instructions, Terms and Conditions, or Detailed Specifications with your bid response. Only submit the requested forms and any other requested or descriptive literature. Do not use comb or spiral binds for your bids. 3-ring binders are preferred for large responses.

Response has been sent in time to be received prior to 3:00 PM local time on the due date.

- Bid security enclosed, if required
- Original and proper number of copies submitted (above)
- Electronic copy (CD or Thumb Drive) submitted (above)
- Bid container properly labeled
- Detailed Specifications/Specification Questionnaire form completed and included, if required
- Pricing and Compensation, math double-checked, form completed and included
- W-9 Request for Taxpayer Identification Number and Certification form completed and included (<http://www.irs.gov/pub/irs-pdf/fw9.pdf>)
- Checked for any addenda issued and acknowledged on Pricing & Compensation form
- Exceptions, Confidential & Additional Items form completed and included
- Vendor Information form completed and included
- Offer And Acceptance form completed and included

**PRICING AND COMPENSATION**

**ORIGINAL**

Pursuant to all the contract specifications enumerated and described in this solicitation, we agree to furnish Gasoline and Diesel Fuel for the City of Mesa and the Mesa Unified School District No. 4 at the price(s) stated below

ANNUAL ITEMIZED ESTIMATE BY AGENCY (gallons):		
Location	City of Mesa	Mesa Unified School District
1 CBG Ethanol 10% Unleaded Gasoline	1,000,000	200,000
2 #2 ULS Diesel & Biodiesel Fuels	900,000*	25,000
3 #2 ULS Diesel - Red Dye	0	875,000

\* - The City's annual diesel purchases will consist of a combination of #2 diesel and biodiesel amounts adding up to 900,000 gallons annually The Mesa Unified School District will buy #2 ULS and Red Dye ULS diesel (no biodiesel)

DISCOUNT/MARKUP
<b>For Truck and Trailer Deliveries: (5,000 gallons and over)</b>
Contract prices will be tied to the OPIS index as indicated below -
<u>DISCOUNT</u> of \$ <u>0.0450</u> /gal for CBG Ethanol 10% Unleaded (discount or markup) (amount to four places past decimal)
<u>DISCOUNT</u> of \$ <u>0.0450</u> /gal for #2 ULS Diesel and Biodiesel fuels (discount or markup) (amount to four places past decimal)
<u>DISCOUNT</u> of \$ <u>0.0450</u> /gal for #2 ULS Diesel - Red Dye (discount or markup) (amount to four places past decimal)
<b>For Tank Wagon Deliveries: (Less than 5,000 gallons)</b>
Contract prices will be tied to the OPIS index as indicated below -
<u>MARKUP</u> of \$ <u>0.0975</u> /gal for CBG Ethanol 10% Unleaded (discount or markup) (amount to four places past decimal)
<u>MARKUP</u> of \$ <u>0.0975</u> /gal for #2 ULS Diesel and Biodiesel fuels (discount or markup) (amount to four places past decimal)
<u>MARKUP</u> of \$ <u>0.0975</u> /gal for #2 ULS Diesel - Red Dye (discount or markup) (amount to four places past decimal)

NOTE Date of order, not date of delivery will determine OPIS Index utilized in pricing invoice, providing that delivery is requested for not more than 2 working days after order

Bidder Name SUPREME OIL COMPANY Date 4/3/2013

**PRICING AND COMPENSATION**

**SAMPLE PRICING FOR EVALUATION PURPOSES ONLY**

Item No.	Fuel Type - Description	Unit Cost	Est. Combined Annual Qty	Extension
1	CBG Ethanol 10% Unleaded Gasoline <sup>OPIS</sup>	3.2867 \$ < .0450 > 3.2417	1,200,000 gal	\$ 3,890,040
2	#2 ULS Diesel & Biodiesel Fuels <sup>OPIS</sup>	3.0904 \$ < .0450 > 3.0454	925,000 gal	\$ 2,816,995
3	#2 ULS Diesel - Red Dye <sup>OPIS</sup>	3.0998 \$ < .0450 > 3.0548	875,000 gal	\$ 2,672,950
<b>TOTAL BID</b>				<b>9,379,985</b>

FOB Destination, excluding all applicable taxes and based on the OPIS average rack price for Arizona published on March 25, 2013

**APPLICABLE TAXES**

Provide percentage or price to be added to each gallon of fuel for the following:

TAXES	DIESEL GASOLINE	UNLEADED GASOLINE
City*	<u>0.093</u> % (IF NOT EXEMPT)	_____ %
State	_____ %	_____ %
Road	<u>.26</u> ¢ per gal	<u>.1835</u> ¢ per gal.
Lust**	<u>.00219</u> ¢ per gal	<u>.00219</u> ¢ per gal.
Super Fund	<u>.01</u> ¢ per gal. (IF NOT EXEMPT)	<u>.01</u> ¢ per gal. (IF NOT EXEMPT)

\*The City of Mesa is exempt from Mesa City Sales Tax  
Mesa Unified School District is liable for Mesa City Sales Tax

\*\*Federal & Arizona combined

FOB Destination

Bidder Name SUPREME OIL COMPANY

Date 4/3/2013

PRICING AND COMPENSATION

Freight Costs: Unit prices should include all Shipping and Transportation Costs  
No fuel surcharges will be accepted

Payment terms (not less than net 30 days) NET 30 DAYS

Prompt Payment Discount of N/A % if invoices are paid within, N/A days of receipt

Does Bidder agree to honor the prices, terms and conditions to other agencies as specified in section S 38?

Yes  No (A "no" answer will not disqualify your bid )

Bidder complies with S 9 "Compliance with Applicable Law"?  Yes  No

The fuel is (list manufacturer, brand, etc ): VALEPO REFINING + SUPPLY

Can delivery be made within 24 hours of receipt of an order:

Yes  No

If "no", explain \_\_\_\_\_

Will bidder provide

- a. split load deliveries Yes  No
- b. tank top-off deliveries Yes  No

If "yes", what is the cost for one extra stop \$ NO COST  
For additional stops \$ NO COST each

Does the bidder agree to make an oxygenated blend of unleaded regular gasoline available that will comply with Maricopa County requirements?

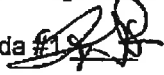
Yes  No

If "no", explain \_\_\_\_\_

**ADDENDA**

Bidders are responsible for verifying receipt of any addenda issued by checking the City's website at [www.mesaaz.gov/purchasing](http://www.mesaaz.gov/purchasing) prior to the bid opening (see 12) Failure to acknowledge any addenda issued may result in a response being deemed non-responsive

**Acknowledgement of Receipt of Addenda (Initial for each addenda received, if applicable):**

Addenda #1 

Addenda #2 \_\_\_\_\_

Bidder Name SUPREME OIL COMPANY

Date 4/3/2013

Week Beginning	OPIS Rack	PPG	ADOT Note
04/01/2013	B100 - Phoenix, AZ	5.6000	
04/01/2013	B20 - Phoenix, AZ	3.6549	
04/01/2013	B20 (Dyed) - Phoenix, AZ	3.6605	ADOT does not normally order this item. DO NOT SHIP TO ADOT! Provided as favor to contract partners only.
04/01/2013	B5 - Phoenix, AZ	3.2902	
04/01/2013	B5 (Dyed) - Phoenix, AZ	3.2969	ADOT does not normally order this item. DO NOT SHIP TO ADOT! Provided as favor to contract partners only.
04/01/2013	CBG Ethanol 10% - Phoenix, AZ	3.2703	32867
04/01/2013	Conv. Clear - Phoenix, AZ	2.9480	
04/01/2013	Conv. Clear - Tucson, AZ	3.4633	
04/01/2013	Conv. Ethanol 10% - Phoenix, AZ	3.1800	
04/01/2013	Conv. Ethanol 10% - Tucson, AZ	3.1166	
04/01/2013	E85 - WEST	2.9733	
04/01/2013	No. 2 Ultra Low Sulfur - Phoenix, AZ	3.1686	30904
04/01/2013	No. 2 Ultra Low Sulfur - Tucson, AZ	3.4436	
04/01/2013	No. 2 Ultra Low Sulfur (Red) - Phoenix, AZ	3.1756	ADOT does not normally order this item. DO NOT SHIP TO ADOT! Provided as favor to contract partners only. 30998
04/01/2013	No. 2 Ultra Low Sulfur (Red) - Tucson, AZ	3.4369	ADOT does not normally order this item. DO NOT SHIP TO ADOT! Provided as favor to contract partners only.

**EXCEPTIONS, CONFIDENTIAL & ADDITIONAL MATERIALS**

Bidders shall indicate any and all exceptions taken to the provisions or specifications in this solicitation document.

**Exceptions (mark one):**

**\*\*Special Note – Any material exceptions taken to the City's Standard Terms and Conditions will render a Bid Non-responsive.**

- No exceptions  
 Exceptions taken (describe—attach additional pages if needed)

**Confidential/Proprietary Submittals (mark one):**

- No confidential/proprietary materials have been included with this bid  
 Confidential/Proprietary materials included. Bidders should identify below any portion of their bid deemed confidential or proprietary (see section S.12). Identification in this section does not guarantee that disclosure will be prevented but that the item will be subject to review by the Offeror and the City prior to any public disclosure. Requests to deem the entire bid as confidential will not be considered.

**Additional Materials submitted (mark one):**

- No additional materials have been included with this bid  
 Additional Materials attached (describe—attach additional pages if needed)

Bidder Name SUPREME OIL COMPANY

Date: 4/3/2013



VENDOR INFORMATION

Company Legal/Corporate Name: SUPREME OIL COMPANY

Doing Business As (if different than above): N/A

Address: 2109 WEST MONTE VISTA

City: PHOENIX State: ARIZONA Zip: 85009

Phone: 602. 254. 5575 Fax: 602. 889. 3995

E-Mail Address: DREICHO.SUPREMEOIL.COM Website: WWW.SUPREMEOIL.COM

Taxpayer Identification Number: 86-0598015

Remit to Address (if different than above):

Address: 2109 WEST MONTE VISTA

City: PHOENIX State: ARIZONA Zip: 85003

Contact for Questions about this bid:

Name: DICK REICH Fax: 602. 889. 3995

Phone: 602. 254. 5575 E-Mail Address: DREICH@SUPREMEOIL.COM

Day-to-Day Project Contact (if awarded):

Name: SAME AS ABOVE Fax: " "

Phone: " E-Mail Address: " "

Sales/Use Tax Information (check one):

Bidder is located outside Arizona and does NOT collect Arizona State Sales/Use Tax (The City will pay use tax directly to the AZ Dept of Revenue)

Bidder is located outside Arizona is authorized to collect Arizona State Sales/Use Tax for submission to the AZ Dept of Revenue  
State Sales Tax Number: \_\_\_\_\_

Bidder is located in Arizona (The Bidder should invoice the applicable sales tax and remit to the appropriate taxing authorities)

State Sales Tax Number: 07-351A23 C

City Sales Tax Number: 88000335

Sales Tax Rate: 0.83% City of: PHOENIX, AZ

Certified Small Business Certifying Agency: \_\_\_\_\_

Certified Minority, Woman or

Disadvantaged Business Enterprise Certifying Agency: \_\_\_\_\_

VENDOR INFORMATION

SKIP THIS AFFIDAVIT IF:

Bidder is a(n) LLC, Corporation or Partnership as indicated on your W-9

COMPLETE AFFIDAVIT IF:

Bidder is a(n) Individual or Sole Proprietor as indicated on your W-9

AFFIDAVIT

ARS §1-502 requires that any Person who applies to the City for a Local Public Benefit (defined as a Grant, Contract or Loan) must demonstrate through the presentation of one (1) of the following documents that he/she is lawfully present in the United States (See section 1.10 of the Instructions).

Please place a check mark next to the applicable document and present the document to the City employee. If mailing the document, attach a copy of the document to this Affidavit. (If the document says on its face that it may not be copied or you know for reasons of confidentiality that it cannot be copied, you will need to present the document in person to the City for review and signing of the affidavit.)

- 1. Arizona driver license issued after 1996.  
Print first 4 numbers/letters from license: D 0 5 5
- 2. Arizona non-operating identification license.  
Print first 4 numbers/letters: \_\_\_\_\_
- 3. Birth certificate or delayed birth certificate issued in any state, territory or possession of the United States.  
Year of birth: \_\_\_\_\_; Place of birth: \_\_\_\_\_
- 4. United States Certificate of Birth abroad.  
Year of birth: \_\_\_\_\_; Place of birth: \_\_\_\_\_
- 5. United States passport.  
Print first 4 numbers/letters on Passport: \_\_\_\_\_
- 6. Foreign passport with a United States Visa.  
Print first 4 numbers/letters on Passport: \_\_\_\_\_  
Print first 4 numbers/letters on Visa: \_\_\_\_\_
- 7. I-94 form with a photograph.  
Print first 4 numbers on I-94: \_\_\_\_\_
- 8. United States Citizenship & Immigration Services Employment Authorization Document (EAD).  
Print first 4 numbers/letters on EAD: \_\_\_\_\_
- 9. Refugee travel document.  
Date of Issuance: \_\_\_\_\_; Refugee Country: \_\_\_\_\_
- 10. United States Certificate of Naturalization.  
Print first 4 digits of CIS Reg. No.: \_\_\_\_\_
- 11. United States Certificate of Citizenship.  
Date of Issuance: \_\_\_\_\_; Place of Issuance: \_\_\_\_\_
- 12. Tribal Certificate of Indian Blood.  
Date of Issuance: \_\_\_\_\_; Name of Tribe: \_\_\_\_\_
- 13. Tribal or Bureau of Indian Affairs Affidavit of Birth.  
Year of Birth: \_\_\_\_\_; Place of Birth: \_\_\_\_\_

In accordance with the requirements of Arizona Law, I do swear or affirm under penalty of perjury that I am lawfully present in the United States and that the document I presented to establish this presence is true.

Richard L. Raich Jr.  
Signature

RICHARD L. RAICH JR.  
Print Name

4/3/2013  
Date

SUPREME OIL COMPANY  
Business/Company Name

Verification of Attachment by City Staff Member:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## Request for Taxpayer Identification Number and Certification

Give Form to the  
 requester. Do not  
 send to the IRS.

Name (as shown on your income tax return)  
**Supreme Oil Co**

Business name/disregarded entity name, if different from above  
NA.

Check appropriate box for federal tax classification (required):  
 Individual/sole proprietor     C Corporation     S Corporation     Partnership     Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ \_\_\_\_\_  Exempt payee

Other (see instructions) ▶ \_\_\_\_\_

Address (number, street, and apt. or suite no.)  
**P.O. Box 34717**

City, state, and ZIP code  
**San Diego, CA 92138**

List account number(s) here (optional)

Requester's name and address (optional)

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number								

Note: If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

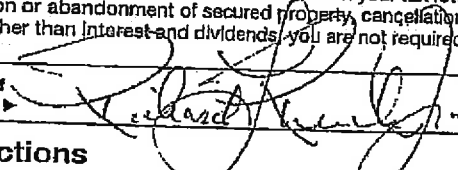
Employer identification number								
8	6	-	0	5	9	8	0	1

### Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

**Certification Instructions.** You must cross out Item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, Item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here    Signature of U.S. person ▶     Date ▶ \_\_\_\_\_

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

#### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note: If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

OFFER AND ACCEPTANCE

By signing and submitting this Bid, the Vendor certifies that:

- a) It is under no legal prohibition on contracting with the City of Mesa
- b) It has read, understands, and is in compliance with the specifications, terms and conditions stated herein, as well as its attachments, and any referenced documents.
- c) It has no known, undisclosed conflicts of interest
- d) The prices offered were independently developed without consultation or collusion with any of the other respondents or potential respondents or any other anti-competitive practices
- e) No offer of gifts, payments or other consideration were made to any City employee, officer, elected official, or consultant who has or may have had a role in the procurement process for the services and or goods/materials covered by this contract
- f) It grants the City of Mesa permission to copy all parts of this response, including without limitation any documents and/or materials copyrighted by the respondent, for Mesa's internal use in evaluating respondent's offer, or in response to a public records request under Arizona's public records law (A R S §39-121 et seq ) or other applicable law, subpoena, or other judicial process, provided that Mesa agrees not to change or delete any copyright or proprietary notices
- g) Under the provisions of A R S §41-4401, respondent hereby warrants to the City that the respondent and each of its subcontractors ("Subcontractors") will comply with, and are contractually obligated to comply with, all Federal Immigration laws and regulations that relate to their employees and A R S §23-214(A) (hereinafter "Contractor Immigration Warranty")
- h) Under the provisions of A R S §35-392, respondent certifies that they are not in violation of section 6(i) of the Federal Export Administration Act and barred by the State of Arizona from selling to the City
- i) Under the provision of A R S §35-391 and §35-393, respondent certifies that they do not have Scrutinized Business Operations in Sudan or Iran
- j) It will provide the materials or services specified in compliance with all Federal, State, and Local Statutes and Rules if awarded by the City
- k) It is current in all obligations due to the City
- l) It will accept such terms and conditions in a resulting contract if awarded by the City
- m) The signatory is an officer or duly authorized agent of the respondent with full power and authority to submit binding offers for the goods or services as specified herein

ACCEPTED AND AGREED TO:

Company Name SUPREMA BI COMPANY  
 Signature [Signature]  
 Printed Name RICHARD L. REICHT JR  
 Title GRUPAL MANAGER - ARIZONA  
 Date 4/3/2013

ACCEPTANCE OF OFFER:

The offer is hereby accepted. The Contractor is now bound to sell the materials or services specified in the Contract, including all terms and conditions, specifications, addenda, etc. This contract shall henceforth be referred to as Contract Number 2013057.

Term (if different than stated in the Milestones) July 1, 2013 through June 30, 2016

Awarded this 20<sup>th</sup> day of May, 2013

[Signature]  
 Edward Quedens, CPPO, C P M  
 As Business Services Director

APPENDIX A

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**General List of Documents Incorporated by Reference in City of Mesa Vehicle and Equipment Specifications**

**City of Mesa – Fleet Engineering Standards Manual:** available through the City of Mesa – Fleet Services Department, PO Box 1466, Mesa, AZ 85211-1466 Ph. (480) 644-5909

**Federal Motor Vehicle Safety Standards (FMVSS):** standards found in Code of Federal Regulations (CFR), Title 49, available through the Government Printing Office (GPO), Superintendent of Documents, Washington, D.C.

**Society of Automotive Engineers (SAE):** standards are available through the Society of Automotive Engineers, Inc. 400 Commonwealth Drive, Warrendale, PA

**Arizona Traffic Law Manual:** is available through LEXIS Law Publishing, P.O. Box 7587, Charlottesville, VA.

**Environmental Protection Agency (EPA):** publications are available through the National Service Center for Environmental Publications, P.O. Box 42419, Cincinnati, OH.

**Occupational Safety and Health Administration (OSHA):** standards are available through the Technical Data Center, U.S. Department of Labor, Washington, D.C., and through regional Offices of the Occupational Safety and Health Administration.

**National Truck Equipment Association (NTEA):** standards are available through NTEA, 37400 Hills Tech Drive, Farmington Hills, MI 48331-3414 Ph. (248) 489-7090

**From:** Nicole Arnold  
**Bcc:** "[eric@bidocean.com](mailto:eric@bidocean.com)", "[gbs@bidnet.com](mailto:gbs@bidnet.com)", "[mpanzica@brownevans.com](mailto:mpanzica@brownevans.com)", "[statelocalresearch@deltek.com](mailto:statelocalresearch@deltek.com)", "[tgillings@phoenixchamber.com](mailto:tgillings@phoenixchamber.com)", "[blanca.hurtado@usipc.com](mailto:blanca.hurtado@usipc.com)", "[ifrazier@mansfieldoil.com](mailto:ifrazier@mansfieldoil.com)", "[SOURCEMGMT@ONVIA.NET](mailto:SOURCEMGMT@ONVIA.NET)", "[kamold@petroleumtraders.com](mailto:kamold@petroleumtraders.com)", "[gnewton@petroleumtraders.com](mailto:gnewton@petroleumtraders.com)", "[susie@pioneerdistibuting.com](mailto:susie@pioneerdistibuting.com)", "[tdyson@propetroleum.com](mailto:tdyson@propetroleum.com)", "[egonzalez@rcpfuel.com](mailto:egonzalez@rcpfuel.com)", "[koepk@scfuels.com](mailto:koepk@scfuels.com)", "[im@uniondistributing.com](mailto:im@uniondistributing.com)", "[joe.odonnell@wnr.com](mailto:joe.odonnell@wnr.com)", "[Aaron@westernstatespetroleum.com](mailto:Aaron@westernstatespetroleum.com)", Darryl Woodson  
**Subject:** COM Addendum #1 Gasoline & Diesel Fuel for the COM & Mesa Unified School Dist No 4  
**Date:** Thursday, March 28, 2013 7 37 00 AM  
**Attachments:** [2013057 Addendum 1.pdf](#)

---

Hello,

Please find attached a copy of Addendum #1 (which will be available on the purchasing website with the next hour and a half) in the above mention IFB. If there are any questions, please see pg 1 of the original IFB, where you will find the Buyer and Buyer Aide's email addresses to submit your questions.

Thank you,

*Nicole Arnold*

Purchasing Department  
Buyer Aide  
City of Mesa  
20 E Main St Suite 400  
Mesa, AZ 85201  
Ph 480-644-2653  
Fx 480-644-2655



TO All Bidders Receiving Request for Bid #2013057  
Gasoline & Diesel Fuel for the City of Mesa and the Mesa Unified School District  
No 4

FROM Darryl Woodson, Senior Buyer *DW*

DATE March 28, 2013

SUBJECT Addendum # 1 – Questions and Answers – Revised Pricing and Compensation  
Pages and Detailed Specifications

All bidders are hereby notified that this addendum is to respond to questions submitted in reference to the gasoline and diesel fuel solicitation. Also attached are Revised Pricing and Compensation Pages and Revised Detail Specifications for item 13, Fuel Specifications.

All other terms and conditions remain unchanged. Bidders are reminded that sealed bids are due in the Purchasing Office no later than 3.00 p m MST on April 4, 2013.

Please contact me at (480) 644-3261 with any questions you may have regarding this addendum.

c Jim Ruiz  
Bruce Bingham, MPS  
Patty Norhtey, MPS

- Q Who is the current Contractor (s)?  
A Supreme Oil Company
- 2 Q Will payment to the contractor be made via check or ACH?  
A Check
- 3 Q Will the term Extension and Renewal be upon mutual agreement between the City and Contractor or at the sole discretion of the City?  
A Yes, City discretion
- 4 Q Will the City consider changing the pricing from OPIS Weekly to OPIS Daily Rack Average?  
A No
- 5 Q Please confirm if orders will be at the industry standard of 70% of tank capacity  
A Yes
- 6 Q On page 22, what date should I use for the OPIS price?  
A March 25
- 7 Q On page 23 it says to use OPIS average based on March 25th, is this the same for page 22?  
A Yes
- 8 Q What is the typical tank size for the deliveries? Are we to use 7500 gallons as the basis all around?  
A Typical tank-size order is 7,500 gals for ULSD and 8,500 for CBG unleaded
- 9 Q Will we be able to charge surcharge as a separate line item on your invoice or, do you want it rolled into our fixed differential?  
A Standard Terms & Conditions S 39, No surcharges
- Q Will we be able to charge the Pump charge as needed for any above ground tanks on the invoice?  
A No
- 11 Q Will the A/P department accept email or faxed invoices for faster turnaround?  
A No
- 12 Q Do you pay Net 30 via EFT, Check or Credit Card?  
A Check
- 13 Q Has there been any Addendums issued prior to this email?  
A No
- 14 Q What is the anticipated award date?  
A 5/6/2013
- 15 Q When is the first board meeting after the opening?  
A 4/15/2013
- 16 Q Will a decision be made at the board meeting or sometime before then?  
A No
- 17 Q How many years have you been with your current vendor?  
A 5 years
- 18 Q When will the bid tabulations be made available?  
A Will be on the City's web site within 24 hours after opening
- Q Have you ever terminated a contract for convenience?  
A No, not for fuel



- 20 Q What city in Arizona are we to base our OPIS pricing off from?  
A Phoenix
- 21 Q Would you accept a firm fixed price for the length of the contract?  
A No
- 22 Q Please clarify that the OPIS Gross Weekly Thursday PM Posting Unbranded Rack Average index will be acceptable. The exact index type is not listed in the specifications.  
A Yes, the OPIS Gross Weekly Unbranded Rack Average is acceptable
- 23 Q Which sites will consume biodiesel? #2 ULS Diesel is the only listed as the diesel fuel type. If biodiesel will be consumed please provide the exact percentage required along with the base feedstock requirements.  
A The two largest City sites, Fleet Services West and East (locations #1 and 6) are the only sites currently using biodiesel. However, this is a very volatile situation for the City. Because of ever-changing vehicular fleets and ADEQ air-quality requirements, the City cannot give a gallon estimate for B20 or straight diesel at this time. This is why the bid is written the way it is.
- 24 Q Please clarify if the Contractor shall be responsible for the fuel additive or if this will be handled by the City and School District?  
A The contractor is responsible

**REVISED DETAILED SPECIFICATIONS**

- 1 **PROJECT MISSION.** We are dedicated to providing superior services to our customers in order to improve the quality of life for Mesa residents, businesses and visitors. We are looking for vendors who share that dedication and will help us meet that goal.
- 2 **PROJECT GOAL.** To establish a three (3) year supply contract for gasoline and diesel fuel for the City of Mesa and the Mesa Unified School District No. 4.
- 3 **INVENTORY LEVELS.** The bidder's inventory level of the item(s) bid shall be sufficient to provide daily support of the Buyers' requirements. Failure to supply item(s) within 24 hours of order placement may result in ordering from an alternate supplier. Repeated incidents of late delivery shall be grounds for termination of the contract.
- 4 **HAZARD COMMUNICATION REQUIREMENTS.** The successful bidder agrees to provide Material Safety Data Sheets for all substances that come under the Federal Toxic and Hazardous Substance - Hazard Communication Standard, (reference - Occupational Safety and Health Standard, Subpart -2- Toxic and Hazardous Substances - Hazardous Communication Standard Section 1910 - 1200 Hazard Communication). MSDS copies will be provided separately and simultaneously to the City and the District.
- 5 **OPIS INDEX PRICING.** Bidders must insert a price per gallon and the estimated total pricing (excluding tax) based on the quoted discount/markup and the OPIS index price for the issue date specified on page 23 of the Pricing and Compensation section of this solicitation. In the event of a discrepancy between the unit price and extension, the unit price will govern. Bid prices shall be in cents per gallon to four decimal points and shall be based upon the "Oil Price Information Service (OPIS)" index for Arizona. Bidders will insert the amount of markup or discount upon which their price is calculated against the OPIS index. Pricing during the contract will be based on the OPIS average rack price as determined each Thursday and will be in effect for the week following publication as outlined in the OPIS index. The successful bidder shall e-mail a copy of the weekly OPIS index to the City's Fleet Services office and the school's District Vehicle Maintenance office.
- 6 **EXCISE TAX REBATES & ON ROAD AND OFF ROAD TAXES.** Barring future prohibitive legislation, the successful bidder agrees to sell all gasoline and diesel fuel to the City and the District FREE OF FEDERAL EXCISE TAX. Both the City and the District are F E T exempt, and the supplier agrees to accept responsibility for filing for tax credits or refunds in accordance with IRS Notice 88-13 (February 8, 1988) and the Budget Reconciliation Act of 1987. The City and the District will furnish exemption certificates upon request.
- 7 **DELIVERY LOCATIONS**

**CITY OF MESA:**

Location No.	Department Name/Address	Type of Fuel	Tank Qty - Size in Gal. per Tank.
1	Fleet Services (West) 300 East 6th Street Mesa, AZ	CBG (Clean Burning Gasoline) Ethanol 10% Unl  #2 ULS Diesel	6 - 12,000  3 - 12,000
2	Falcon Field Airport Police/Fire/Customer Service Substation 4534 E McKellips Road Mesa, AZ	CBG Ethanol 10% Unl  #2 ULS Diesel	1 - 10,000  1 - 10,000
3	Dobson Ranch Police/Fire/Customer Service Substation 2505 S Dobson Road Mesa, AZ <b>Secure Site</b>	#2 ULS Diesel	1 - 10,000
4	Dobson Ranch Golf Course 2155 S Dobson Road	#2 ULS Diesel	1 - 3,000

**REVISED DETAILED SPECIFICATIONS**

Location No.	Department Name/Address	Type of Fuel	Tank Qty - Size in Gal. per Tank.
	Mesa, AZ		
5	Mesa Police Department 130 North Robson Mesa, AZ	#2 ULS Diesel	1 - 550
6	Fleet Services (East) 6935 E Decatur Mesa, AZ	CBG Ethanol 10% Unl #2 ULS Diesel	6 - 12,000 3 - 12,000
7	Superstition Police/Fire Substation 2430 South Ellsworth Mesa, AZ <b>Secure Site</b>	CBG Ethanol 10% Unl #2 ULS Diesel	1 - 12,000 1 - 12,000
8	Red Mountain Police Substation 4333 E University Dr Mesa, AZ <b>Secure Site</b>	CBG Ethanol 10% Unl	2 - 15,000
9	Fiesta Police Substation 1010 W Grove Ave Mesa, AZ <b>Secure Site</b>	CBG Ethanol 10% Unl	2 - 15,000
*10	Queen Creek Utility Yard 34630 N Schnepf Road, Queen Creek, AZ	CBG Ethanol 10% Unl	1 - 1,000 above-ground tank
*11	Fire Station #205 730 S Greenfield Road, Mesa, AZ	#2 ULS Diesel	1 - 580 above-ground trailer
*12	Fire Station #216 7966 E McDowell Road, Mesa, AZ	#2 ULS Diesel	1 - 1000 above-ground tank
13	Various generator stations located around the City that may require deliveries of up to 1,000 gals Annually	CBG Ethanol 10% Unl	Varies

Location #1 will use approximately 66% of the total estimated fuel quantity. Location #1 will place all orders and specify the delivery site at time of order. Unless noted otherwise, all tanks are below ground, but not all are subject to "LUST" tax. \* Above ground locations are exempt.

The City's three (3) Police substations are secured sites. Deliveries to these locations must be made between 6:30 AM and 2:30 PM weekdays.

All deliveries must be phoned in to City personnel located at drop site at least 30 minutes prior to delivery.

**MESA UNIFIED SCHOOL DISTRICT NO. 4**

Location No.	Department Name/Address	Type of Fuel	Tank Qty - Size in Gal.
1	Transportation Dept 549 N Stapley, Mesa, AZ	CBG Ethanol 10% #2 ULS Red Dye	1 - 20,000 2 - 20,000
2	Broadway - Satellite 109 East Broadway, Mesa, AZ	CBG Ethanol 10% Unl #2 ULS Diesel #2 ULS Red Dye	1 - 10,000 1 - 10,000 1 - 15,000
3	Fremont - Satellite 837 N Power Road, Mesa, AZ	CBG Ethanol 10% Unl #2 ULS Red Dye	1 - 10,000 3 - 10,000
<p><b>Note:</b> Location #1 will order all fuel and specify the delivery site at time of order. All tanks are below ground, but not all are subject to "LUST" tax. Buyers will specify which locations are exempt. Delivery hours: Stapley- 5:00am to 6:00 pm Fremont- 5:00am to 6:00 pm Broadway- 5:00am to 5:00 pm</p>			

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## REVISED DETAILED SPECIFICATIONS

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- 8 **SPLIT DELIVERY AND TOP-OFF LOAD REQUIREMENTS.** Both the City and the District currently request that some deliveries be split between two locations. It is highly preferable that these services continue to be available. The Arizona Department of Weight and Measures requires an annual vapor recovery test be performed on all qualifying tanks. In order to comply with this directive, top-off loads will be requested as necessary. The bidder shall indicate whether split deliveries and top-off loads are offered in the space provided on the bid form and specify the charges, if any, for such services.
- 9 **SPILLAGE.** The supplier will be responsible for the clean-up of any contamination or spillage resulting from delivery and unloading. A clear notation of all spills must be made on all delivery tickets and the order desk must be notified immediately after the spill occurs.
- 10 **DELIVERY TICKETS.** As required by ADEQ Tier II laws, all delivery tickets must delineate the supplier's name, address, brand of fuel, grade of fuel and dip stick reading prior to unloading and shall be provided at time of delivery. An additional notation of the spill bucket being clean and dry when the driver leaves the drop site must all be made on the delivery ticket. The buyer shall only authorize payment for the actual quantity of fuel delivered to each site.
- 11 **DELIVERY METHOD.** Tank Wagon deliveries for gasoline and diesel shall be for a maximum of 4,999 gallons. Truck and Trailer deliveries for gasoline shall be for a minimum of 5,000 gallons. Vehicles shall be owned or leased by the Seller and operated by employees of the Seller.
- 12 **INVOICING INSTRUCTIONS**

City of Mesa

The City will pay the supplier within 10 days of product acceptance, providing a properly documented delivery ticket and a certified invoice, in duplicate, is furnished to

City of Mesa  
Fleet Services  
310 E 6th Street  
P O BOX 1466  
Mesa, AZ 85211-1466

Mesa Unified School District

The District will pay the supplier within 10 days of product acceptance, providing a properly documented delivery ticket and a certified invoice, in duplicate, is furnished to

Mesa Unified School District No 4  
Accounts Payable  
63 E Main Street #101  
Mesa, AZ 85201-7422

General Note

Prices and extensions must appear on all copies of an invoice. The supplier will be promptly notified of any disputed invoice.

- 13 **FUEL SPECIFICATIONS.** Gasoline to be refinery blended. Bidders shall furnish detailed specifications of the fuel offered upon request. MSDS sheets are required to be submitted with the bid
- Motor Fuel Specifications  
Unleaded Gasoline, 87 minimum octane per ASTM D-4814  
Pricing Unit = Gallon  
Diesel Motor Fuel, Ultra-Low Sulphur per ASTM D-975-02, Grade 2D and Federal Specification VVF-8008, Grade of 2  
Pricing Unit = Gallon

**REVISED DETAILED SPECIFICATIONS**

**Diesel Motor Fuel, Ultra-Low Sulphur** (Red Dye) per ASTM D-975-02, Grade 2D and Federal Specification VVF8008, Grade of 2

Pricing Unit = Gallon

**Diesel Motor Fuel, Biodiesel, B20** per ASTM D-6751, Grade 2D and Federal Specification VVF8008, Grade of 2

Pricing Unit = Gallon

SPECIFICATIONS FOR FUEL GRADE ETHANOL		
		Method of Test
Appearance	Clear, Bright	Visual
Color, Platinum-Cobalt	50 Maximum	ASTM D1209
Specific Gravity, 20/20DEG C	0.7887 - 0.7954	ASTM D1298
Ethyl Alcohol, Vol %	94.4 Minimum	-
Water, Weight %	0.82 Maximum	ASTM D1744
Acidity, AS CH <sub>3</sub> COOH, Maximum	0.007 Mass %	ASTM D1613
Non-Volatile Residue, mg/100 ml	5.0 Maximum	ASTM D1353
Copper Content, ppm	0.1 Maximum	Atomic Absorption
Additive	A detergent and corrosion inhibitor package will be added to the ethanol. DuPont DMA-67Y or equivalent at the rate of 180 lbs to 1,000 barrels of ethanol.	

14 **OXYGENATED FUEL PROGRAM.** Maricopa County has mandated an oxygenated fuel program to be used by each agency during predetermined months of this contract. The bidder must be able to supply unleaded regular gasoline as an oxygenated blend that will comply with Maricopa County requirements. This should include the ability to supply ethanol.

15 **INSURANCE REQUIREMENTS.** Contractor shall maintain coverage for all general, contractual and products liability risks normally associated with the goods and materials and/or services covered by this contract.

The Contractor shall maintain at all times during the term of this contract, a minimum amount of \$3 million per occurrence/\$5 million aggregate Commercial General Liability insurance, including Contractual Liability. For General Liability insurance, the City of Mesa, their agents, officials, volunteers, officers, elected officials or employees shall be named as additional insured, as evidenced by providing an additional insured endorsement.

The Contractor shall maintain at all times during the term of this contract, a minimum amount of \$1 million per occurrence Automobile Liability insurance.

The Contractor shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statute.

Prior to the execution of the Contract, the Contractor shall provide the City with a Certificate of Insurance (using appropriate ACORD certificate) SIGNED by the Issuer, applicable endorsements, and the City reserves the right to request additional copies of any or all of the above policies, endorsements, or notices relating thereto.

When the City requires a Certificate of Insurance to be furnished, the Contractor's insurance shall be primary of all other sources available. When the City is a certificate holder, the Contractor agrees that no policy shall expire, be canceled or materially changed to affect the coverage.

**REVISED PRICING AND COMPENSATION**

SAMPLE PRICING FOR EVALUATION PURPOSES ONLY				
Item No.	Fuel Type - Description	Unit Cost	Est. Combined Annual Qty	Extension
1	CBG Ethanol 10% Unleaded Gasoline	\$	1,200,000 gal	\$
2	#2 ULS Diesel & Biodiesel Fuels (B20)	\$	925,000 gal	\$
3	#2 ULS Diesel - Red Dye	\$	875,000 gal	\$
<b>TOTAL BID</b>				
FOB Destination, excluding all applicable taxes and based on the OPIS average rack price for Arizona published on March 25, 2013				

<u>APPLICABLE TAXES</u>		
Provide percentage or price to be added to each gallon of fuel for the following:		
TAXES	DIESEL GASOLINE	UNLEADED GASOLINE
City*	_____ %	_____ %
State	_____ %	_____ %
Road	_____ ¢ per gal	_____ ¢ per gal
Lust**	_____ ¢ per gal	_____ ¢ per gal
Super Fund	_____ ¢ per gal	_____ ¢ per gal.
*The City of Mesa is exempt from Mesa City Sales Tax Mesa Unified School District is liable for Mesa City Sales Tax		

\*\*Federal & Arizona combined

Vendor Name \_\_\_\_\_

Date \_\_\_\_\_

**REVISED PRICING AND COMPENSATION**

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FOB Destination

Freight Costs Unit prices should include all Shipping and Transportation Costs

No fuel surcharges will be accepted

Payment terms (not less than net 30 days) \_\_\_\_\_

Prompt Payment Discount of \_\_\_\_\_ % if invoices are paid within, \_\_\_\_\_ days of receipt

Does Bidder agree to honor the prices, terms and conditions to other agencies as specified in section S 38?

\_\_\_\_\_ Yes \_\_\_\_\_ No (A "no" answer will not disqualify your bid )

Bidder complies with S 9 "Compliance with Applicable Law"? \_\_\_\_\_ Yes \_\_\_\_\_ No

The fuel is (list manufacturer, brand, etc ) \_\_\_\_\_

Can delivery be made within 24 hours of receipt of an order

Yes \_\_\_\_\_ No \_\_\_\_\_

If "no", explain \_\_\_\_\_

Will bidder provide

- a split load deliveries Yes \_\_\_\_\_ No \_\_\_\_\_
- b tank top-off deliveries Yes \_\_\_\_\_ No \_\_\_\_\_

If "yes", what is the cost for one extra stop \$ \_\_\_\_\_

For additional stops \$ \_\_\_\_\_ each

Does the bidder agree to make an oxygenated blend of unleaded regular gasoline available that will comply with Maricopa County requirements?

Yes \_\_\_\_\_ No \_\_\_\_\_

If "no", explain \_\_\_\_\_

**ADDENDA**

Bidders are responsible for verifying receipt of any addenda issued by checking the City's website at [www.mesaaz.gov/purchasing](http://www.mesaaz.gov/purchasing) prior to the bid opening (see 12) Failure to acknowledge any addenda issued may result in a response being deemed non-responsive

**Acknowledgement of Receipt of Addenda (initial for each addenda received, if applicable):**

Addenda #1 \_\_\_\_\_

Addenda #2 \_\_\_\_\_

Vendor Name \_\_\_\_\_

Date \_\_\_\_\_

Addendum 1 IFB Bid #2013057 3/28/13

Submit Date	Company Name	Contact Person	Contact Telephone	E Mail Address
3/21/2013 4:23	Bid Ocean	Eric Johnson	970-237-4411	eric@bidocean.com
3/21/2013 7:45	Bidnet	Rebecca Burnham	8006771997	gbs@bidnet.com
3/27/2013 7:01	Brown Evans Distributing Co.	Mark Panzica	480-962-6111	mpanzica@brownevans.com
3/21/2013 0:34	Deltek	Charminia Quizon	571 306.5946	statelocalresearch@deltek.com
3/27/2013 11:34	gpcc	taylor g	6020000000	tgillings@phoenixchamber.com
3/20/2013 11:04	IPC (USA), Inc.	Blanca Hurtado	949-648-5620	blanca.hurtado@usipc.com
3/27/2013 14:47	Mansfield Oil	John Frazier	678-207-3605	jfrazier@mansfieldoil.com
3/20/2013 15:23	ONVIA, INC	SOURCE MANAGEMENT	206-373-9500	SOURCEMGMT@ONVIA.NET
3/21/2013 5:28	Petroleum Traders Corporation	Kelly Arnold	260-207-6375	karnold@petroleumtraders.com
3/25/2013 9:47	Petroleum Traders Corporation	Gayle Newton, Contract Sales Manager	800-348-3705 x1002	gnewton@petroleumtraders.com
3/27/2013 12:00	Pioneer Distributing Co	T. Susie Ingram	480-204-6792	susie@pioneedistributing.com
3/21/2013 16:09	Pro Petroleum Inc.	Tiffany Dyson	702-632-0863	tdyson@propetroleum.com
3/20/2013 11:33	River City Petroleum	Ed Gonzalez	(916) 371- 4960	egonzalez@rcpfuel.com
3/20/2013 11:11	SC Fuels	Karen Koep	805-389-3550	koepk@scfuels.com
3/20/2013 11:25	Union Distributing	Jim Kaskie	602-358-2411	jim@uniondistributing.com
3/20/2013 11:51	Western Refining Wholesale, Inc	Joe O'Donnell	602-286-1825	joe.odonnell@wnr.com
3/20/2013 11:12	Western States Petroleum	Aaron Williamsen	602-316-1293	Aaron@westernstatespetroleum.com



**LINKING AGREEMENT  
BETWEEN  
THE CITY OF GLENDALE, ARIZONA  
AND  
SUPREME OIL COMPANY**

**EXHIBIT C**  
Scope of Work

**PROJECT**

Gasoline and Diesel Fuel Purchase for city fleet by the Equipment Management Division of Public Works on an "as required" basis for the City of Glendale, per City of Mesa Contract #2013057 awarded to Supreme Oil Company on May 20, 2013.

**LINKING AGREEMENT  
BETWEEN  
THE CITY OF GLENDALE, ARIZONA  
AND  
SUPREME OIL COMPANY**

**EXHIBIT D**

**METHOD AND AMOUNT OF COMPENSATION**

Method of payment is provided in Section 3 of the Agreement. The amount of compensation, including installation of products and services, is provided in the rate sheet and award pursuant to City of Mesa, Gasoline and Diesel Fuel Contract #2013057 and attached hereto.

**NOT TO EXCEED AMOUNT**

The total amount of compensation paid to Contractor for full completion of all work required by the Project during the entire term of the Project must not exceed \$3,400,000.00 annually or \$10,200,000 for the term of the contract.

**DETAILED PROJECT COMPENSATION**

Contract prices will be tied to the "Oil Price Information Service" (OPIS) index for Arizona and prices will be in cents per gallon to four decimal points. Pricing and Compensation listing is shown on the attached table.



## Legislation Description

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**File #: 15-596, Version: 1**

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**AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT FOR A COOPERATIVE PURCHASE OF GASOLINE AND DIESEL FUEL FROM SUPREME OIL COMPANY**

Staff Contact: Jack Friedline, Director, Public Works

**Purpose and Recommended Action**

This is a request for City Council to authorize the Acting City Manager to enter into a linking agreement and associated expenditure of funds with Supreme Oil Company for the purchase of gasoline and diesel fuel, on an as-needed basis, for the City fleet per the terms and conditions of the City of Mesa contract and SAVE cooperative agreement. Public Works is requesting that Council approve the expenditure of up to \$3,400,000 per year for the remaining one (1) year of the initial term of the contract and two (2) potential one year renewals of the contract, for a total of \$10,200,000. It is also requested that Council authorize the City Manager to renew this contract for an additional two (2) years, in one (1) year increments, at the City Manager's discretion, provided that the City of Mesa contract and SAVE Cooperative Agreement are extended.

**Background**

The Equipment Management division of Public Works procures approximately \$3.4 million annually in gasoline and diesel fuel for use by the City fleet. The fleet includes vehicles and equipment used by City departments to deliver essential services to the community. The service areas that routinely consume the most fuel on any given day include Police, Fire, Solid Waste, Transportation, and Water Services. Last fiscal year, City vehicles drove over 7.4 million miles and used over 1.1 million gallons of fuel.

The vendor, Supreme Oil Company, was awarded this bid through a competitive bid process by the City of Mesa Invitation for Bid #2013057 on May 20, 2013. The terms and conditions of the City of Mesa contract allow, with the approval of the contractor, members of the Strategic Alliance for Volume Expenditures (SAVE) cooperative to take advantage of the lowest bidder rates contained in the Mesa contract. The City of Glendale has received this approval from Supreme Oil to utilize the City of Mesa contract. The end date of the initial term of the vendor's contract with the City of Mesa is June 30, 2016. The agreement provides for two one-year renewal periods, which will extend the term of the agreement through June 30, 2018, if the City of Mesa exercises both options to renew.

Cooperative purchasing allows counties, municipalities, schools, colleges and universities in Arizona to use a contract that was competitively procured by another governmental entity or purchasing cooperative. Such purchasing helps reduce the cost of procurement, allows access to a multitude of competitively bid contracts, and provides the opportunity to take advantage of volume pricing. The Glendale City Code authorizes cooperative purchases when the solicitation process utilized complies with the intent of Glendale's procurement processes. This cooperative purchase is compliant with Chapter 2, Article V, Division 2, Section 2

-149 of the Glendale City Code, per review by Materials Management.

**Analysis**

In previous years, gasoline and diesel fuel were purchased utilizing daily quotes by numerous fuel suppliers and the City was unable to fully budget its fuel costs using a sum certain per gallon price.

By utilizing contract pricing with Supreme Oil, the City is provided with consistent inventory levels of fuel and a delivery time of 24 hours after placement of fuel order. Furthermore, in the event of a fuel shortage that impacts the valley, Supreme Oil will deliver to those customers with a contract first, then to daily customers as supply levels diminish.

Fuel usage is tracked and City departments are charged back on a monthly basis. Any fuel purchases that are anticipated to exceed this annual budget amount, due to fuel price increases or other circumstances, will be brought forward for further Council action to increase the spending limit.

**Previous Related Council Action**

On June 25, 2013, City Council approved to authorize the expenditure of funds with Supreme Oil, on an as required basis, for the purchase of gasoline and diesel fuel for city fleet in an amount not to exceed \$3,750,000 annually, per the terms and conditions of the cooperative purchasing agreement.

**Community Benefit/Public Involvement**

The expedient delivery of fuel and the ability to maintain proper inventory levels at City fuel pump locations are critical for the uninterrupted delivery of City services to the community, such as police and fire emergency response, water and wastewater operations, and solid waste collection.

**Budget and Financial Impacts**

The total requested purchase with Supreme Oil Co. for gasoline and diesel fuel is for an amount not to exceed \$3,400,000 annually and a total amount of \$10,200,000 for the remaining life of the contract. Funds for the purchase of gasoline and diesel fuel are available in the Equipment Management FY 2015-16 operating budget and will be made available in subsequent fiscal year budgets.

<b>Cost</b>	<b>Fund-Department-Account</b>
<b>\$3,400,000</b>	<b>2590-18301-523230, Fuel Services</b>

Capital Expense? No

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

LINKING AGREEMENT  
BETWEEN  
THE CITY OF GLENDALE, ARIZONA  
AND  
SUPREME OIL COMPANY

THIS LINKING AGREEMENT (this "Agreement") is entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between the City of Glendale, an Arizona municipal corporation (the "City"), and Supreme Oil Company, an Arizona corporation ("Contractor"), collectively, the "Parties."

RECITALS

- A. On July 1, 2013, under the S.A.V.E. Cooperative Purchasing Agreement, the City of Mesa entered into a contract with Contractor to purchase the goods and services described in the Gasoline and Diesel Fuel Purchase Contract, Contract No. 2013057, which is attached hereto as Exhibit A. The Gasoline and Diesel Fuel Purchase Contract permits its cooperative use by other governmental agencies including the City. The Gasoline and Diesel Fuel Purchase Contract is hereinafter referred to as the Cooperative Purchasing Agreement.
- B. Section 2-149 of the City's Procurement Code permits the Materials Manager to procure goods and services by participating with other governmental units in cooperative purchasing agreements when the best interests of the City would be served.
- C. Section 2-149 also provides that Materials Manager may enter into such cooperative agreements without meeting the formal or informal solicitation and bid requirements of Glendale City Code Sections 2-145 and 2-146.
- D. The City desires to contract with Contractor for supplies or services identical, or nearly identical, to the supplies or services Contractor is providing other units of government under the Cooperative Purchasing Agreement. Contractor consents to the City's utilization of the Cooperative Purchasing Agreement as the basis of this Agreement, and Contractor desires to enter into this Agreement to provide the supplies and services set forth in this Agreement.

AGREEMENT

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

1. Term of Agreement. The City is purchasing the supplies and/or services from Contractor pursuant to Cooperative Purchasing Agreement. According to the Cooperative Purchasing Agreement award and rate sheet, which are attached hereto as part of Exhibit B, purchases can be made by governmental entities from the date of award, which was July 1, 2013, until the date the contract expires on June 30, 2016, unless the term of the Cooperative Purchasing Agreement is extended by the mutual agreement of the original contracting parties. The Cooperative Purchasing Agreement, however, may not extend the contract beyond June 30, 2018. The initial period of this Agreement therefore is the period from the

Effective Date of this Agreement until June 30, 2016. The City, however, may renew the term of this Agreement for two (2) one-year periods until the Cooperative Purchasing Agreement expires on June 30, 2018. Renewals are not automatic and shall only occur if the City gives the Contractor notice of its intent to renew. The City may give the Contractor notice of its intent to renew this Agreement 30 days prior to the anniversary of the Effective Date to effectuate such a one-year renewal.

2. Scope of Work, Terms, Conditions, and Specifications.
  - A. Contractor shall provide City the supplies and/or services identified in the Scope of Work attached as Exhibit C.
  - B. Contractor agrees to comply with all the terms, conditions and specifications of the Cooperative Purchasing Agreement. Such terms, conditions and specifications are specifically incorporate into and are an enforceable part of this Agreement.
3. Compensation.
  - A. City shall pay Contractor compensation at the same rate and on the same schedule as the Cooperative Purchasing Agreement, unless the City and Contractor agree to a different schedule, as provided in Exhibit D.
  - B. The total purchase price for the supplies and/or services purchased under this Agreement shall not exceed three million four hundred thousand dollars (\$3,400,000) annually or ten million two hundred thousand dollars (\$10,200,000) for the term of the contract, as specifically detailed in Exhibit D ("Compensation").
4. Cancellation. This Agreement may be cancelled pursuant to A.R.S. § 38-511.
5. Non-discrimination. Contractor must not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section.
6. E-verify. Contractor complies with A.R.S. § 23-214 and agrees to comply with the requirements of A.R.S. § 41-4401.
7. Notices. Any notices that must be provided under this Agreement shall be sent to the Parties' respective authorized representatives at the address listed below:

City of Glendale  
c/o Montana Slack, Ph.D.  
6210 West Myrtle, #111  
Glendale, Arizona 85301  
623-930-2621

and

Supreme Oil Company  
c/o Garth Davis, President  
755 W. A Street, Second Floor  
San Diego, CA 92101  
(619) 501-3300  
arizona@supremeoil.com

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

“City”

City of Glendale, an Arizona  
municipal corporation

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

Richard A. Bowers  
Acting City Manager

“Contractor”

Supreme Oil Company,  
an Arizona corporation

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

Name: Garth Davis  
Title: President

ATTEST:

\_\_\_\_\_  
Patricia Hanna (SEAL)  
City Clerk

APPROVED AS TO FORM:

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

**LINKING AGREEMENT  
BETWEEN  
THE CITY OF GLENDALE, ARIZONA  
AND  
SUPREME OIL COMPANY**

**EXHIBIT A**

City of Mesa, Gasoline and Diesel Fuel Purchase, Contract #2013057



Contract#	Commodity	Vendor Name	Expiration Date	Renewals Remaining	Status	Originator	Buyer
2014288	Foreign Language Interpretation and Tran	ADP Interpreting LLC	07/02/2015	None	Renewing	State of AZ	Kristy Garcia
		Michael Antonelli	07/02/2015	None	Renewing	State of AZ	Kristy Garcia
		PCI & TS LLC	07/02/2015	None	Renewing	State of AZ	Kristy Garcia
2010139	Fuel, Jet A Aviation	Mercury Fuels Inc dba MercFuel Inc	06/30/2015	None	Under Review	Mesa	Sharon Brause
2013059	Furniture, Systems (Cubicles)	Goodmans Interior Structures	02/29/2016	2 One-Year	Active	State of AZ	Kristy Garcia
2014120	Gas Chromatograph Mass Spectrometer	Quantum Analytics	03/31/2015	None	Under Review	Mesa	Sharon Brause
2014012	Gas Valves, Polyethylene 2406/2708	Tri-Pacific Supply Inc	08/31/2016	2 One-Year	Active	Mesa	Paul Aguilar
2013057	Gasoline & Diesel Fuel, Mesa & MPS	Supreme Oil Company	06/30/2016	2 One-Year	Active	Mesa	Darryl Woodson
2014243	General Environmental Services	Allwyn Priorities, LLC	07/31/2017	2 One-Year	Active	Mesa	Jess Romney
		AMEC Environmental & Infrastructure, Inc.	07/31/2017	2 One-Year	Active	Mesa	Jess Romney
		ATC Group Services, Inc./ATC Associates	07/31/2017	2 One-Year	Active	Mesa	Jess Romney
		Civil & Environmental Consultants, Inc.	07/31/2017	2 One-Year	Active	Mesa	Jess Romney
		Conestoga-Rovers & Associates, Inc.	07/31/2017	2 One-Year	Active	Mesa	Jess Romney
		Ecoplan Associates, Inc.	07/31/2017	2 One-Year	Active	Mesa	Jess Romney
		Engineering and Environmental Consultant	07/31/2017	2 One-Year	Active	Mesa	Jess Romney
		Kimley-Horn & Associates	07/31/2017	2 One-Year	Active	Mesa	Jess Romney
		SCS Engineers	07/31/2017	2 One-Year	Active	Mesa	Jess Romney
		Startec Consulting Services, Inc.	07/31/2017	2 One-Year	Active	Mesa	Jess Romney
		SWCA Incorporated	07/31/2017	2 One-Year	Active	Mesa	Jess Romney
		Terracon Consultants, Inc.	07/31/2017	2 One-Year	Active	Mesa	Jess Romney
2013073	Generator Maintenance Services, Emerg	Valleywide Generator Service	08/31/2016	2 One-Year	Active	Mesa	Kristy Garcia
		W. W. Williams Inc. dba W. W. Williams S	08/31/2016	2 One-Year	Active	Mesa	Kristy Garcia
2013003	Glass Beads, Pavement Marking	Potters Industries, Inc	10/28/2015	1 One-Year	Active	State of AZ	Paul Aguilar
2012242	Gloves, Leather Work	AZ Glove & Safety	01/31/2016	2 One-Year	Active	Mesa	Paul Aguilar
2011208	Gloves, Medical Examination	Life-Assist Inc.	03/31/2015	1 Two-Year	Rebidding	Mesa	Brandy Andersen
2011183	GPS Automatic Vehicle Locating System	Zonar Systems Inc	01/31/2016	3 One-Year	Active	Mesa	Paul Aguilar
2010161	Graffiti Abatement	Graffiti Protective Coatings Inc	06/30/2015	1 One-Year	Rebidding	Mesa	Brandy Andersen
2014266	Grass Seed, Perennial Ryegrass	Wilbur-Ellis Co	08/31/2017	2 One-Year	Active	Mesa	Jess Romney
2011252	Grinder Repairs/Replacement, Muffin Mo	JWC Environmental, LLC	06/30/2015	1 One-Year	Renewing	Mesa	Kristy Garcia
2012221	Guardrail Installation and Repair Services	Hunter Guard Rail and Fence Inc	12/31/2015	2 One-Year	Active	Mesa	Brandy Andersen
2014013	Hazardous Waste Response/Events Sup	Clean Harbors Environmental Services, Inc	10/31/2016	2 One-Year	Active	Mesa	Jess Romney
		Environmental Response, Inc.	10/31/2016	2 One-Year	Active	Mesa	Jess Romney
		Kary Environmental Services Inc	10/31/2016	2 One-Year	Active	Mesa	Jess Romney
2008131	Healthcare Claims Scanning & EDI Conv	Docustream, Inc	06/30/2015	None	No Renewal/Rebid	Mesa	Sharon Brause
2013141	Heavy Equipment Rental	Earhart Equipment Corp	05/29/2015	4 One-Year	Renewing	State of AZ	Brandy Andersen
		Empire Southwest. LLC	05/29/2015	4 One-Year	Renewing	State of AZ	Brandy Andersen
		Hertz Equipment Rental Corp	05/29/2015	4 One-Year	Renewing	State of AZ	Brandy Andersen

Contract Number: 2013057  
Unified School District No. 4

Contract Title: Gasoline & Diesel Fuel for the COM & the Mesa

Bid       Proposal       Qualifications       Sale

Award is recommended to:

Vendor	Amount	Comments
SUPREME OIL COMPANY	7,858,400.00	

Total Award: 7858400       Annually       1-Time Contract

- Bid is the lowest, responsive and responsible bid.  
*If any bids were deemed non-responsive, please explain on the next page*
- Proposal is the highest scored proposal.       Proposal is also the lowest cost  
*If you are recommending to a vendor other than the highest scored, please attach an explanation or include an explanation in the "Additional Comments" section. Proposals are not always awarded to the lowest cost. This is just for information.*
- Qualifications is the highest scored.  
*If you are recommending to a vendor other than the highest scored, please explain on the next page.*
- Sale is the highest bid  
*If any bids were deemed non-responsive, please explain on the next page.*

Please identify funding source(s):

Grant Funded

F160 1600 4006 1124 SO35 3176

(Supplemental Information on next page)

**Approvals:**

1) Submitted by [Signature] Date 4/15/13

3) RC Manager [Signature] Date 4/15/13

5) Buyer [Signature] Date 4/16/13

2) Purchasing Liaison [Signature] Date 4-15-13

4) Department Head [Signature] Date \_\_\_\_\_

6) Purchasing Administrator Alyce Bengt Date 4/18/13

RECEIVED

APR 16 2013

PURCHASING

04-16-13 16:56 IN

## AWARD RECOMMENDATION

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**Briefly describe the goods or services being purchased and how they will be used by the City:**  
*(this information will be used to create a Council or Administrative Award Report).*

Diesel fuels and unleaded gasoline for City vehicles and equipment.

**Desired Start Date for Term Contract:** 06/01/2013

**For Equipment or Vehicles, this is an:**

Addition

Replacement – Please indicate what unit(s) will be replaced, why the unite(s) are being replaced and what will be done with the old unit(s) (include as an attachment if easier).

**If only 1 bid was received, do you know why more bidders didn't participate?**

Received 7 responses.

**Please explain any responses that were deemed "non-responsive".**

**Are there alternatives to this purchase for the Council to consider?**

Purchase fuels using the Az State Contract.

**What are the consequences if the Council postpones or denies this request?**

Paying higher fuel prices and possibly risking fuel quality.

**Additional Comments:**

Bid listed annual diesel and gasoline volumes from the City of Mesa and the Mesa Unified School District #4 to obtain higher volume discount pricing. Mesa Schools will also utilize this bid award.



# City Council Report

**Date:** May 20, 2013  
**To:** City Council  
**Through** Alex Deshuk, Manager of Technology and Innovation  
**From:** Edward Quedens, MPA, C.P.M., CPPO, Business Services Director  
 Alyce Bengel, C.P.M., CPPO, Purchasing Administrator  
**Subject:** Three-Year Term Contract for Gasoline and Diesel Fuel for the City of Mesa and Mesa Unified School District No 4 (Citywide)

## Purpose and Recommendation

Council is requested to approve the Term Contract for Term Contract for Gasoline and Diesel Fuel as recommended.

Fleet Services and Purchasing recommend awarding the contract to the lowest, responsive and responsible bidder, Supreme Oil Company at \$6,800,000 annually, based on estimated requirements

## Background / Discussion

This contract will provide gasoline and diesel fuel for the City of Mesa and the Mesa Unified School District No. 4. The gasoline must be refinery blended per fuel specifications. (Unleaded Gasoline, 87 minimum octane per ASTM D-4814; Diesel Motor Fuel, Ultra Low Sulfur per ASTM D-0975-02, Grade 2D and Federal Specification WF-8008, Grade of 2; and Diesel Motor Fuel, Ultra Low Sulfur (Red Dye) per ASTM D-0975-02, Grade 2D and Federal Specification WF-8008, Grade of 2.)

Annual Estimated Usage by Agency	City of Mesa	Mesa Unified School District No 4
CBG Ethanol 10% Unleaded Gasoline	1,000,000 gallons	200,000 gallons
#2 ULS Diesel & Biodiesel Fuels (B20)	900,000 gallons	25,000 gallons
#2 ULS Diesel - Red Dye	0 gallons	875,000 gallons

Bid specifications require the vendor's inventory level be sufficient to provide daily support of the City's (13 delivery locations) and Mesa Unified School District's requirements to be supplied within 24 hours of order placement

18 vendors (including 1 Mesa vendor) were invited to submit a response, in addition to the standard advertising in the Arizona Republic, Bid Net, Record Reporter and the City of Mesa Purchasing website 18 vendors downloaded the solicitation from the Purchasing website 7 responses were received.

Management Policy #214 (removing 1 75% Mesa City TPT from the Mesa vendor's pricing for the purpose of bid evaluation) was not applied to this bid because there is no local transaction privilege tax on fuel purchase.

The initial contract period will be three years with two, one-year renewal options possible subject to future Council consideration.

#### **Alternatives**

Council may choose not to authorize the purchase and new responses will be solicited

#### **Fiscal Impact**

The total amount of \$6,800,000 is available in the Fleet Services operating budget.

#### **Coordinated With**

Fleet Services and Purchasing

#### **PURCHASING INFORMATION**

Action: Initial Award

Procurement Type: Invitation for Bids

Solicitation Number: 2013057

Vendors Registered on Bid List: 18 (1 Mesa)

Advertising: Arizona Republic, Bid Net, Record Reporter, Purchasing Website

Downloads: 18

Protests Received: None

Initial Contract Term: Three years

Possible Renewals: Two, one-year renewal subject to future Council consideration

Prices: Based upon the "Oil Price Information Service (OPIS)" index for Arizona. Bidders provided the amount of markup or discount upon which their price is calculated against the OPIS index. Pricing during the contract will be based on the OPIS average rack price as determined each Thursday and will be in effect for the week following publication as outlined in the OPIS index. All pricing discounts and markups will be firm for the initial term, except where otherwise provided by the specifications, and include all transportation, insurance and warranty costs. Bid evaluation prices were based on the OPIS Rack Price on March 25, 2013.

Cooperative. Pricing available to other public agencies



**April 4, 2013 Responses:**

Supreme Oil Company Phoenix, AZ	\$9,379,985.00 (Recommended)
Union Distributing Company of Tucson Phoenix, AZ	\$9,388,427.50
Pro Petroleum Inc. Phoenix, AZ	\$9,388,667 50
Western Refining Wholesale, Inc. Tempe, AZ	\$9,463,915.00
Brown Evans Distributing, Co Mesa, AZ	\$9,511,255.00
Mansfield Oil Company of Gainesville, Inc Gainesville, GA	\$9,516,050.00
RKA Petroleum Companies, Inc Romulus, MI	\$9,711,527.50

**AWARD RECOMMENDATION**

***Supreme Oil Company  
Phoenix, AZ***

Description		
Gasoline and Diesel Fuel for the City of Mesa and Mesa Unified School District No. 4 per Terms & Conditions, Specifications and Pricing as offered		
<b>For Truck and Trailer Deliveries: (5,000 gallons and over)</b>		
CBG Ethanol 10% Unleaded Gasoline – Discount of \$0.0450 / gallon		
#2 ULS Diesel & Biodiesel Fuels (B20) – Discount of \$0 0450 / gallon		
#2 ULS Diesel - Red Dye – Discount of \$0.0450 / gallon		
<b>For Tank Wagon Deliveries: (Less than 5,000 gallons)</b>		
CBG Ethanol 10% Unleaded Gasoline – Mark-up of \$0.0975 / gallon		
#2 ULS Diesel & Biodiesel Fuels (B20) – Mark-up of \$0 0975 / gallon		
#2 ULS Diesel - Red Dye– Mark-up of \$0.0975 / gallon		
<b>Applicable Taxes</b>	<b>Diesel Gasoline</b>	<b>Unleaded Gasoline</b>
City	0.093% (if not exempt)	--
State	--	--
Road	.26 cents per gallon	.1835 cents per gallon
Lust**	.00219 cents per gallon	.00219 cents per gallon
Super Fund	.01 cents per gallon	.01 cents per gallon
<b>Annual Contract Amount: <u>\$6,800,000</u></b>		

**LINKING AGREEMENT  
BETWEEN  
THE CITY OF GLENDALE, ARIZONA  
AND  
SUPREME OIL COMPANY**

**EXHIBIT B**  
Award, Pricing and Compensation

OFFER AND ACCEPTANCE

By signing and submitting this Bid, the Vendor certifies that:

- a) It is under no legal prohibition on contracting with the City of Mesa
- b) It has read, understands, and is in compliance with the specifications, terms and conditions stated herein, as well as its attachments, and any referenced documents.
- c) It has no known, undisclosed conflicts of interest
- d) The prices offered were independently developed without consultation or collusion with any of the other respondents or potential respondents or any other anti-competitive practices
- e) No offer of gifts, payments or other consideration were made to any City employee, officer, elected official, or consultant who has or may have had a role in the procurement process for the services and or goods/materials covered by this contract
- f) It grants the City of Mesa permission to copy all parts of this response, including without limitation any documents and/or materials copyrighted by the respondent, for Mesa's internal use in evaluating respondent's offer, or in response to a public records request under Arizona's public records law (A R S §39-121 et seq ) or other applicable law, subpoena, or other judicial process, provided that Mesa agrees not to change or delete any copyright or proprietary notices
- g) Under the provisions of A R S §41-4401, respondent hereby warrants to the City that the respondent and each of its subcontractors ("Subcontractors") will comply with, and are contractually obligated to comply with, all Federal Immigration laws and regulations that relate to their employees and A R S §23-214(A) (hereinafter "Contractor Immigration Warranty")
- h) Under the provisions of A R S §35-392, respondent certifies that they are not in violation of section 6(j) of the Federal Export Administration Act and barred by the State of Arizona from selling to the City
- i) Under the provision of A R S §35-391 and §35-393, respondent certifies that they do not have Scrutinized Business Operations in Sudan or Iran
- j) It will provide the materials or services specified in compliance with all Federal, State, and Local Statutes and Rules if awarded by the City
- k) It is current in all obligations due to the City
- l) It will accept such terms and conditions in a resulting contract if awarded by the City
- m) The signatory is an officer or duly authorized agent of the respondent with full power and authority to submit binding offers for the goods or services as specified herein

ACCEPTED AND AGREED TO:

Company Name SUPREMA OIL COMPANY  
 Signature [Handwritten Signature]  
 Printed Name RICHARD L. REICHT JR  
 Title GRUPAL MANAGER - ARIZONA  
 Date 4/3/2013

ACCEPTANCE OF OFFER:

The offer is hereby accepted The Contractor is now bound to sell the materials or services specified in the Contract, including all terms and conditions, specifications, addenda, etc This contract shall henceforth be referred to as Contract Number 2013057.

Term (if different than stated in the Milestones) July 1, 2013 through June 30, 2016

Awarded this 20<sup>th</sup> day of May, 2013

[Handwritten Signature]  
 Edward Quedens, CPPO, C P M  
 As Business Services Director

X



**PRICING AND COMPENSATION**

**ORIGINAL**

Pursuant to all the contract specifications enumerated and described in this solicitation, we agree to furnish Gasoline and Diesel Fuel for the City of Mesa and the Mesa Unified School District No. 4 at the price(s) stated below

ANNUAL ITEMIZED ESTIMATE BY AGENCY (gallons):		
Location	City of Mesa	Mesa Unified School District
1 CBG Ethanol 10% Unleaded Gasoline	1,000,000	200,000
2 #2 ULS Diesel & Biodiesel Fuels	900,000*	25,000
3 #2 ULS Diesel - Red Dye	0	875,000

\* - The City's annual diesel purchases will consist of a combination of #2 diesel and biodiesel amounts adding up to 900,000 gallons annually The Mesa Unified School District will buy #2 ULS and Red Dye ULS diesel (no biodiesel)

DISCOUNT/MARKUP
<b>For Truck and Trailer Deliveries: (5,000 gallons and over)</b>
Contract prices will be tied to the OPIS index as indicated below -
<u>DISCOUNT</u> of \$ <u>0.0450</u> /gal for CBG Ethanol 10% Unleaded (discount or markup) (amount to four places past decimal)
<u>DISCOUNT</u> of \$ <u>0.0450</u> /gal for #2 ULS Diesel and Biodiesel fuels (discount or markup) (amount to four places past decimal)
<u>DISCOUNT</u> of \$ <u>0.0450</u> /gal for #2 ULS Diesel - Red Dye (discount or markup) (amount to four places past decimal)
<b>For Tank Wagon Deliveries: (Less than 5,000 gallons)</b>
Contract prices will be tied to the OPIS index as indicated below -
<u>MARKUP</u> of \$ <u>0.0975</u> /gal for CBG Ethanol 10% Unleaded (discount or markup) (amount to four places past decimal)
<u>MARKUP</u> of \$ <u>0.0975</u> /gal for #2 ULS Diesel and Biodiesel fuels (discount or markup) (amount to four places past decimal)
<u>MARKUP</u> of \$ <u>0.0975</u> /gal for #2 ULS Diesel - Red Dye (discount or markup) (amount to four places past decimal)

NOTE Date of order, not date of delivery will determine OPIS index utilized in pricing invoice, providing that delivery is requested for not more than 2 working days after order

Bidder Name SUPREME OIL COMPANY Date 4/3/2013

**PRICING AND COMPENSATION**

**SAMPLE PRICING FOR EVALUATION PURPOSES ONLY**

Item No.	Fuel Type - Description	Unit Cost	Est. Combined Annual Qty	Extension
1	CBG Ethanol 10% Unleaded Gasoline <sup>OPIS</sup>	$\begin{array}{r} 3.2867 \\ \$ < .0450 > \\ \hline 3.2417 \end{array}$	1,200,000 gal	\$ 3,890,040
2	#2 ULS Diesel & Biodiesel Fuels <sup>OPIS</sup>	$\begin{array}{r} 3.0904 \\ \$ < .0450 > \\ \hline 3.0454 \end{array}$	925,000 gal	\$ 2,816,995
3	#2 ULS Diesel - Red Dye <sup>OPIS</sup>	$\begin{array}{r} 3.0998 \\ \$ < .0450 > \\ \hline 3.0548 \end{array}$	875,000 gal	\$ 2,672,950

**TOTAL BID** 9,379,985

FOB Destination, excluding all applicable taxes and based on the OPIS average rack price for Arizona published on March 25, 2013

**APPLICABLE TAXES**

Provide percentage or price to be added to each gallon of fuel for the following:

TAXES	DIESEL GASOLINE	UNLEADED GASOLINE
City*	<u>0.093</u> % (IF NOT EXEMPT)	_____ %
State	_____ %	_____ %
Road	<u>.26</u> ¢ per gal	<u>.1835</u> ¢ per gal.
Lust**	<u>.00219</u> ¢ per gal	<u>.00219</u> ¢ per gal.
Super Fund	<u>.01</u> ¢ per gal. (IF NOT EXEMPT)	<u>.01</u> ¢ per gal. (IF NOT EXEMPT)

\*The City of Mesa is exempt from Mesa City Sales Tax  
Mesa Unified School District is liable for Mesa City Sales Tax

\*\*Federal & Arizona combined

FOB Destination

Bidder Name SUPREME OIL COMPANY

Date 4/3/2013

PRICING AND COMPENSATION

Freight Costs: Unit prices should include all Shipping and Transportation Costs  
No fuel surcharges will be accepted

Payment terms (not less than net 30 days) NET 30 DAYS

Prompt Payment Discount of N/A % if invoices are paid within, N/A days of receipt

Does Bidder agree to honor the prices, terms and conditions to other agencies as specified in section S 38?

Yes  No (A "no" answer will not disqualify your bid )

Bidder complies with S 9 "Compliance with Applicable Law"?  Yes  No

The fuel is (list manufacturer, brand, etc ): VALERO REFINING + SUPPLY

Can delivery be made within 24 hours of receipt of an order:

Yes  No

If "no", explain \_\_\_\_\_

Will bidder provide

- a. split load deliveries Yes  No
- b. tank top-off deliveries: Yes  No

If "yes", what is the cost for one extra stop \$ NO COST  
For additional stops \$ NO COST each

Does the bidder agree to make an oxygenated blend of unleaded regular gasoline available that will comply with Maricopa County requirements?

Yes  No

If "no", explain \_\_\_\_\_

**ADDENDA**

Bidders are responsible for verifying receipt of any addenda issued by checking the City's website at [www.mesaaz.gov/purchasing](http://www.mesaaz.gov/purchasing) prior to the bid opening (see 1.2) Failure to acknowledge any addenda issued may result in a response being deemed non-responsive

**Acknowledgement of Receipt of Addenda (initial for each addenda received, if applicable):**

Addenda #1 [Signature]

Addenda #2 \_\_\_\_\_

Bidder Name SUPREME OIL COMPANY

Date 4/3/2013

**EXCEPTIONS, CONFIDENTIAL & ADDITIONAL MATERIALS**

Bidders shall indicate any and all exceptions taken to the provisions or specifications in this solicitation document

**Exceptions (mark one):**

**\*\*Special Note – Any material exceptions taken to the City’s Standard Terms and Conditions will render a Bid Non-responsive.**

- No exceptions  
 Exceptions taken (describe—attach additional pages if needed)

**Confidential/Proprietary Submittals (mark one):**

- No confidential/proprietary materials have been included with this bid  
 Confidential/Proprietary materials included Bidders should identify below any portion of their bid deemed confidential or proprietary (see section S 12) Identification in this section does not guarantee that disclosure will be prevented but that the item will be subject to review by the Offeror and the City prior to any public disclosure Requests to deem the entire bid as confidential will not be considered

**Additional Materials submitted (mark one):**

- No additional materials have been included with this bid  
 Additional Materials attached (describe—attach additional pages if needed)

Bidder Name SUPREME OIL COMPANY

Date 4/3/2013

VENDOR INFORMATION

SKIP THIS AFFIDAVIT IF:

Bidder is a(n) LLC, Corporation or Partnership as indicated on your W-9

COMPLETE AFFIDAVIT IF:

Bidder is a(n) Individual or Sole Proprietor as indicated on your W-9

AFFIDAVIT

ARS §1-502 requires that any Person who applies to the City for a Local Public Benefit (defined as a Grant, Contract or Loan) must demonstrate through the presentation of one (1) of the following documents that he/she is lawfully present in the United States (See section 10 of the Instructions)

Please place a check mark next to the applicable document and present the document to the City employee. If mailing the document, attach a copy of the document to this Affidavit (If the document says on its face that it may not be copied or you know for reasons of confidentiality that it cannot be copied, you will need to present the document in person to the City for review and signing of the affidavit.)

- 1 **Arizona driver license issued after 1996.**  
Print first 4 numbers/letters from license D 0 5 5
- 2 **Arizona non-operating identification license.**  
Print first 4 numbers/letters: \_\_\_\_\_
- 3. **Birth certificate or delayed birth certificate issued in any state, territory or possession of the United States.**  
Year of birth \_\_\_\_\_ Place of birth \_\_\_\_\_
- 4 **United States Certificate of Birth abroad.**  
Year of birth \_\_\_\_\_ Place of birth \_\_\_\_\_
- 5 **United States passport.**  
Print first 4 numbers/letters on Passport \_\_\_\_\_
- 6 **Foreign passport with a United States Visa.**  
Print first 4 numbers/letters on Passport \_\_\_\_\_  
Print first 4 numbers/letters on Visa \_\_\_\_\_
- 7 **I-94 form with a photograph.**  
Print first 4 numbers on I-94 \_\_\_\_\_
- 8 **United States Citizenship & Immigration Services Employment Authorization Document (EAD).**  
Print first 4 numbers/letters on EAD: \_\_\_\_\_
- 9 **Refugee travel document.**  
Date of Issuance \_\_\_\_\_ Refugee Country \_\_\_\_\_
- 10 **United States Certificate of Naturalization.**  
Print first 4 digits of CIS Reg No \_\_\_\_\_
- 11 **United States Certificate of Citizenship.**  
Date of Issuance \_\_\_\_\_ Place of Issuance \_\_\_\_\_
- 12 **Tribal Certificate of Indian Blood.**  
Date of Issuance \_\_\_\_\_ Name of Tribe \_\_\_\_\_
- 13 **Tribal or Bureau of Indian Affairs Affidavit of Birth.**  
Year of Birth \_\_\_\_\_ Place of Birth \_\_\_\_\_

In accordance with the requirements of Arizona Law, I do swear or affirm under penalty of perjury that I am lawfully present in the United States and that the document I presented to establish this presence is true.

Richard L. Reich Jr.  
Signature

RICHARD L. REICH JR.  
Print Name

4/3/2013  
Date

SUPREME OIL COMPANY  
Business/Company Name

[Signature]  
Verification of Attachment by City Staff Member

\_\_\_\_\_  
Signature Date

VENDOR INFORMATION

Company Legal/Corporate Name SUPREME OIL COMPANY

Doing Business As (if different than above): N/A

Address 2109 WEST MONTE VISTA

City PHOENIX State ARIZONA Zip 85009

Phone 602. 254. 5575 Fax 602. 889. 3995

E-Mail Address DREICH@SUPREMEOIL.COM Website WWW.SUPREMEOIL.COM

Taxpayer Identification Number 86-0598015

Remit to Address (if different than above)

Address 2109 WEST MONTE VISTA

City PHOENIX State ARIZONA Zip 85003

Contact for Questions about this bid:

Name DICK REICH Fax 602. 889. 3995

Phone 602. 254. 5575 E-Mail Address DREICH@SUPREMEOIL.COM

Day-to-Day Project Contact (if awarded)

Name SAME AS ABOVE Fax " "

Phone " E-Mail Address " "

Sales/Use Tax Information (check one)

Bidder is located outside Arizona and does NOT collect Arizona State Sales/Use Tax (The City will pay use tax directly to the AZ Dept of Revenue)

Bidder is located outside Arizona is authorized to collect Arizona State Sales/Use Tax for submission to the AZ Dept of Revenue  
State Sales Tax Number \_\_\_\_\_

Bidder is located in Arizona (The Bidder should invoice the applicable sales tax and remit to the appropriate taxing authorities)  
State Sales Tax Number \_\_\_\_\_  
City Sales Tax Number \_\_\_\_\_ City of \_\_\_\_\_ AZ  
Sales Tax Rate \_\_\_\_\_

Certified Small Business Certifying Agency \_\_\_\_\_

Certified Minority, Woman or Disadvantaged Business Enterprise Certifying Agency \_\_\_\_\_

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**INVITATION FOR BIDS # 2013057**  
**Gasoline and Diesel Fuel for the City of Mesa and the Mesa Unified**  
**School District No. 4**

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March 20, 2013

NOTICE IS HEREBY GIVEN that sealed bids will be received by the City of Mesa (City) until **3:00 PM, Local Time, April 4, 2013** to provide **Gasoline and Diesel Fuel for the City of Mesa and the Mesa Unified School District No. 4.**

**Brief Description: This invitation for bids is to establish a three (3) year supply contract for gasoline and diesel fuel.**

Bids must be in accordance with the provisions, specifications and instructions set forth herein and will be received by Purchasing until the above noted time, when they will be publicly acknowledged and accepted.

Bid packets, any attachments and addenda are available for download at [www.mesaaz.gov/purchasing](http://www.mesaaz.gov/purchasing).

Please read the entire solicitation package and submit the bid in accordance with the instructions. This document (less this invitation and the instructions) and any required response documents, attachments, and submissions will constitute the bid.

Mesa's Procurement Policies and Rules are available on the Purchasing Division's website at [www.mesaaz.gov/purchasing](http://www.mesaaz.gov/purchasing).

Questions concerning this solicitation should be directed, IN WRITING, to the following project contacts or their designees:

**General or Process Questions:**

Nicole Arnold  
Buyer Aide  
Purchasing Division  
(480) 644-2655  
[Nicole.Arnold@mesaaz.gov](mailto:Nicole.Arnold@mesaaz.gov)

**Technical Questions:**

Darryl Woodson  
Senior Buyer  
Purchasing Division  
(480) 644-2655 Fax  
[darryl.woodson@mesaaz.gov](mailto:darryl.woodson@mesaaz.gov)

Jim Ruiz  
Fleet Administrator  
Fleet Services Division  
(480) 644-5009 Fax  
[jim.ruiz@mesaaz.gov](mailto:jim.ruiz@mesaaz.gov)

20 East Main Street Suite 400  
PO Box 1466  
Mesa Arizona 85211-1466  
480.644.2301 Tel  
480.644.2655 Fax

## INSTRUCTIONS

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i.1 **VENDOR QUESTIONS:** All questions regarding the contents of this solicitation, and solicitation process (including requests for ADA accommodations), shall be directed solely to the Project Contacts listed on Page 1 or designees or the Purchasing Administrator. Questions should be submitted in writing via letter, fax or email. Questions received less than seven (7) calendar days prior to the due date and time may be answered at the discretion of the City.

i.2 **ADDENDA/CLARIFICATIONS:** Any changes to the specifications will be in the form of an addendum. Addenda are posted on the City website and mailed to those who register on the City website when downloading solicitations no less than five (5) days prior to the Due Date. Vendors are cautioned to check the Purchasing Website for addenda and clarifications prior to submitting their bid. The City cannot be held responsible if a vendor fails to receive any addenda issued. The City shall not be responsible for any oral changes to these specifications made by any employees or officer of the City. Failure to acknowledge receipt of an addendum may result in disqualification of a bid.

i.3 **VENDOR CONFERENCE / SITE VISIT:**       Yes     No

i.4 **DUE DATE & TIME FOR SUBMISSION AND OPENING:**

**Date:** April 4, 2013

**Time:** 3:00 P.M. (Local Time)

The City will open all bids properly and timely submitted, and will record the names and other information specified by law and rule. All bids become the property of the City and will not be returned except in the case of a late submission. Results, as read at the bid opening, will be posted on the City website. Once a contract has been executed by the City, bids are available for inspection by contacting Purchasing.

i.5 **BID FIRM TIME:**            180 Days from Opening

Bid shall remain firm and unaltered after opening for the number of days shown above. The City may accept the bid, subject to successful contract negotiations, at any time during this time.

i.6 **BID SECURITY:**             Yes \$ 0.00             No

If so designated above, a bid security in the amount specified must be submitted with the bid. The security may be submitted in any one of the following forms: an executed surety bond issued by a firm licensed and registered to transact such business with the State of Arizona; cash; certified check, or cashier's check payable to the City of Mesa (personal or company checks are not acceptable); certificate of deposit or any other form of deposit issued by a financial institution and acceptable to the City. Such bid security shall be forfeited to the City of Mesa should the bidder selected fail to execute a contract when requested.

**PERFORMANCE SECURITY:**       Yes \$ 0.00             No

If required herein, the Contractor, simultaneously with the execution of the Contract, will be required to furnish a performance security. The security may be submitted in one-year increments and in any one of the following forms: an executed surety bond issued by a firm licensed and registered to transact such business with the State of Arizona; cash; certified check, cashier's check or money order payable to the City of Mesa (personal and company checks are not acceptable); certificate of deposit or any other form of deposit issued by a financial institution and acceptable to the City. If the Contractor fails or refuses to fully comply with the terms and conditions of the contract, the City shall have the right to use all or such part of said security as may be necessary to reimburse the City for loss sustained by reason of such breach. The balance of said security, if any, will be returned to Contractor upon the expiration or termination of the contract.



**INSTRUCTIONS**

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**i.7 SUBMIT BIDS TO:** Use label at the end of this solicitation package

**FOR US POSTAL SERVICE**

City of Mesa  
Attn: Purchasing  
PO Box 1466  
Mesa, AZ 85211-1466

**FOR HAND DELIVERIES, FEDEX, UPS, DHL OR OTHER COURIER SERVICES**

City of Mesa  
Attn: Purchasing  
20 E. Main St., Suite 400  
Mesa, AZ 85201

Bids will be received publicly at this address. Bidders may mail or hand-deliver bids. E-mail or fax submissions will not be accepted.

No responsibility will attach to the City of Mesa, its employees or agents for premature opening of a bid that is not properly addressed and identified.

**i.8 LATE BIDS.** The bidder assumes responsibility for having the bid delivered on time at the place specified. All bids received after the date and time specified shall not be considered and will be returned unopened to the bidder. The bidder assumes the risk of any delay in the mail or in handling of the mail by employees of the City of Mesa, or any private courier, regardless whether sent by mail or by means of personal delivery. You must allow adequate time to accommodate all registration and security screenings at the delivery site. A valid photo I.D. may be required. It shall not be sufficient to show that you mailed or commenced delivery before the due date and time. All times are Mesa, Arizona local times. The bidder agrees to accept the time stamp in the City Purchasing Office as the official time.

**i.9 LOBBYING PROHIBITION.** Any communication regarding this solicitation for the purpose of influencing the process or the award, between any person or affiliates seeking an award from this solicitation and the City, including but not limited to the City Council, employees, and consultants hired to assist in the solicitation, is prohibited.

This prohibition is imposed from the time of the first public notice of the solicitation until the City cancels the solicitation, rejects all responses, awards a contract or otherwise takes action which ends the solicitation process. This section shall not prohibit public comment at any City Council meeting, study session or Council committee meeting.

This prohibition shall not apply to vendor-initiated communication with the contact(s) identified in the solicitation or City-initiated communications for the purposes of conducting the procurement including but not limited to pre-bid conferences, clarification of responses, presentations if provided in the solicitation, requests for Best and Final Proposals, contract negotiations, protest/appeal resolution, or surveying non-responsive vendors.

Violations of this provision shall be reported to the Purchasing Administrator. Persons violating this prohibition may be subject to a warning letter or rejection of their response depending on the nature of the violation.

**i.10 LAWFUL PRESENCE IN THE UNITED STATES.** Arizona Revised Statutes §1-502 requires that all Persons who will be awarded a contract (a Public Benefit as defined in 8 USC Section 1621) must demonstrate they are lawfully present in the United States. Person is defined as a Natural person and therefore excludes Limited Liability Companies, Corporations or Partnerships as indicated on your W-9 form.

Individuals or Sole Proprietorships must complete the affidavit in the "Vendor Information" section of this solicitation. Offers that fail to provide a completed affidavit and any required attachments may be deemed non-responsive.

## INSTRUCTIONS

- i.11 **COMMENCEMENT OF WORK.** If bidder begins any billable work prior to the City's final approval and execution of the contract, bidder does so at its own risk.
- i.12 **RESPONSIBILITY TO READ AND UNDERSTAND.** Failure to read, examine and understand the solicitation will not excuse any failure to comply with the requirements of the solicitation or any resulting contract, nor shall such failure be a basis for claiming additional compensation. If a vendor suspects an error, omission or discrepancy in this solicitation, the vendor must immediately and in any case not later than seven (7) business days in advance of the due date notify the contact on page 1. The City is not responsible for and will not pay any costs associated with the preparation and submission of the bid. Bidders are cautioned to verify their bids before submission, as amendments to or withdrawal of bids submitted after time specified for opening of bids may not be considered. The City will not be responsible for any bidder errors or omissions.
- i.13 **FORM AND CONTENT OF BIDS.** Unless otherwise instructed or allowed, bids shall be submitted on the forms provided. An original and the designated number of copies of each bid are required. Bids, including modifications, must be submitted in ink, typed, or printed form and signed by an authorized representative. Please line through and initial rather than erase changes. If the bid is not properly signed or if any changes are not initialed, it may be considered non-responsive. In the event of a disparity between the unit price and the extended price, the unit price shall prevail unless obviously in error, as determined by the City. The City may require that bids be submitted on disk, CD or DVD. The bid must provide all information requested and must address all points. The City does not encourage exceptions. The City is not required to grant exceptions and depending on the exception, the City may reject the bid.
- i.14 **SPECIFICATIONS.** Technical specifications define the minimum acceptable standard. When the specification calls for "Brand Name or Equal," the brand name product is acceptable. Other products will be considered upon showing the other product meets stated specifications and is equivalent to the brand product in terms of quality, performance and desired characteristics.
- Minor differences that do not affect the suitability of the supply or service for the City's needs may be accepted. Burden of proof that the product meets the minimum standards or is equal to the brand name product is on the bidder. The City reserves the right to reject bids that the City deems unacceptable.
- i.15 **MODIFICATION / WITHDRAWAL OF BID.** Written requests to modify or withdraw the bid received by the City prior to the scheduled opening time will be accepted and will be corrected after opening. No oral requests will be allowed. Requests must be addressed and labeled in the same manner as the bid and marked as a MODIFICATION or WITHDRAWAL of the bid. Requests for withdrawal after the bid opening will only be granted upon proof of undue hardship and may result in the forfeiture of any bid security. Any withdrawal after the bid opening shall be allowed solely at the City's discretion.
- i.16 **DEBARMENT DISCLOSURE.** If the vendor submitting this bid has been debarred, suspended, or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any federal, state, or local government, or if any such preclusion from participation from any public procurement activity is currently pending, the bidder shall include a letter with its bid identifying the name and address of the governmental unit, the effective date of this suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating to the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances including the details enumerated above must be provided. A bid from a bidder who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity may be rejected.
- i.17 **RESERVATIONS.** The City reserves the right to reject any or all bids or any part thereof; to rebid the solicitation; to reject non-responsive or non-responsible bids; to reject unbalanced bids; to reject bids where the terms, prices, and/or awards are conditioned upon another event; to reject individual bids for failure to meet any requirement; to award by item, part or portion of an item, group of items, or total; to make multiple awards; to waive minor irregularities, defects, omissions, technicalities or form errors in any bid. The City may seek clarification of the bid from bidder at

## INSTRUCTIONS

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any time, and failure to respond is cause for rejection. Submission of a bid confers on bidder no right to an award or to a subsequent contract. The City is charged by its Charter to make an award that is in the best interest of the City. All decisions on compliance, evaluation, terms and conditions shall be made solely at the City's discretion and made to favor the City. No binding contract will exist between the bidder and the City until the City executes a written contract or purchase order.

- i.18 **OFFICIAL SOLICITATION DOCUMENT.** Changes to the solicitation document made by a bidder may not be acknowledged or accepted by the City. Award or execution of a contract does not constitute acceptance of a changed term, condition or specification unless specifically acknowledged and agreed to by the City. The copy maintained and published by the City shall be the official solicitation document.
- i.19 **COPYING OF BIDS.** Bidder hereby grants the City permission to copy all parts of its bid, including without limitation any documents and/or materials copyrighted by the bidder. The City's right to copy shall be for internal use in evaluating the proposal.
- i.20 **CONTRACTOR ETHICS.** It is the policy of the City to promote courtesy, fairness, impartiality, integrity, service, professionalism, economy, and government by law in the Procurement process. The responsibility for implementing this policy rests with each individual who participates in the Procurement process, including Respondents and Contractors.
- To achieve the purpose of this Article, it is essential that Respondents and Contractors doing business with the City also observe the ethical standards prescribed herein. It shall be a breach of ethical standards to:
- a. Exert any effort to influence any City employee or agent to breach the standards of ethical conduct.
  - b. Intentionally invoice any amount greater than provided in Contract or to invoice for Materials or Services not provided.
  - c. Intentionally offer or provide sub-standard Materials or Services or to intentionally not comply with any term, condition, specification or other requirement of a City Contract.
- i.21 **GIFTS.** The City will accept no gifts, gratuities or advertising products from bidders or prospective bidders and affiliates. The City may request product samples from vendors for product evaluation.
- i.22 **PROTESTS AND APPEALS.** If a bidder objects to any provision of the solicitation, and/or believes the City improperly rejected its bid, or believes the selected bid is not in the City's best interests, the bidder may submit a written protest.

Protests must be received within seven (7) calendar days after the bidder knows or should have known of the facts giving rise to the protest.

Bidder must submit the protest to the Protest Officer. Only written protests submitted properly and within the time allowed and that are based on legal and/or factual grounds will be considered. The Protest Officer will issue a written decision.

If the bidder believes the Protest Officer's decision is arbitrary or capricious and/or is not based on legal or factual grounds, an appeal may be made to the City Manager. Appeals must be submitted within seven (7) calendar days of the Protest Officer's decision. The appeal must be based on factual or legal errors in the Protest Officer's decision and not simply a disagreement with that decision.

The City Manager or designee will review the record and all documents submitted to the Protest Officer to determine whether the decision should be sustained. The City Manager, at his/her sole discretion, has the option of referring the appeal to a hearing officer or the City Council for review. The City Manager or designee will issue a written response to the appeal and this determination is final.

## INSTRUCTIONS

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Protest and appeal responses will be made by the City in as timely a manner as possible. The Protest Officer will have the sole discretion to stay the contract process until a protest or appeal is resolved. Concerns raised seven (7) calendar days or more after execution are not subject to this protest/appeal process. Protests and appeals that do not follow the processes contained in this section will be rejected.

Address Protests and Appeals to:

**PROTEST OFFICER:**

Alyce Bengé  
Purchasing Administrator  
20 East Main Street Suite 400  
PO Box 1466  
Mesa, Arizona 85211-1466  
Fax: (480) 644-2655

**APPEALS:**

Edward Quedens  
Business Services Department Director  
20 East Main Street Suite 450  
PO Box 1466  
Mesa, Arizona 85211-1466  
Fax: (480) 644-2687

## INSTRUCTIONS - EVALUATION

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- i.23 **EVALUATION PROCESS.** Bids will be reviewed by a screening committee comprised of City employees and/or authorized agents. The City staff may or may not initiate discussions with bidders for clarification purposes. Clarification is not an opportunity to change the bid. Bidders shall not initiate discussions with any City employee or official.
- i.24 **PRESENTATIONS/INTERVIEWS.** The bidder must provide a formal presentation/interview upon request.
- i.25 **CRITERIA FOR EVALUATION AND AWARD.** The City evaluates three categories of information: responsiveness, responsibility, and price. All bids must meet the following responsiveness and responsibility criteria.
- a) **Responsiveness.** The City will determine whether the bid complies with the instructions for submitting bids including completeness of bid which encompasses the inclusion of all required attachments and submissions. The City must reject any bids that are submitted late. Failure to meet other requirements may result in rejection.
  - b) **Responsibility.** The City will determine whether the bidder is one with whom it can or should do business. Factors that the City may evaluate to determine "responsibility" include, but are not limited to: excessively high or low priced bids, past performance, references (including those found outside the bid), compliance with applicable laws-including tax laws, bidder's record of performance and integrity- e.g. has the bidder been delinquent or unfaithful to any contract with the City, whether the bidder is qualified legally to contract with the City, financial stability and the perceived ability to perform completely as specified. A bidder must at all times have financial resources sufficient, in the opinion of the City, to ensure performance of the contract and must provide proof upon request. City staff may also use Dun & Bradstreet and/or any generally available industry information. The City reserves the right to inspect and review bidder's facilities, equipment and personnel and those of any identified subcontractors. The City will determine whether any failure to supply information, or the quality of the information, will result in rejection.
  - c) **Price.** We will then evaluate the bids that have met the requirements above.
  - d) Those vendors supplying quotes, bids or proposal who have Mesa Transaction Privilege Tax license and who would be charging Mesa City TPT on the invoice if awarded, will have 1.75% removed from the taxable item(s) for the purpose of award evaluation. Awarded vendors shall charge the full amount of tax on their invoice(s).
- This consideration does not apply to:
- Construction procurements or any other procurement done using Arizona Revised Statutes Title 34 processes.
  - Purchases using Federal or other funds where the agreement that provided the funds precludes any local consideration or preference.
- i.26 **COST JUSTIFICATION.** In the event only one response is received, the City may require that the bidder submit a cost proposal in sufficient detail for the City to perform a cost/price analysis to determine if the bid price is fair and reasonable.
- i.27 **CONTRACT NEGOTIATIONS AND ACCEPTANCE.** Bidder must be prepared for the City to accept the bid as submitted. If bidder fails to sign all documents necessary to successfully execute the final contract within a reasonable time as specified, or negotiations do not result in an acceptable agreement, the City may reject bid or revoke the award, and may begin negotiations with another bidder. Final contract terms must be approved or signed by the appropriately authorized City official(s). No binding contract will exist between the bidder and the City until the City executes a written contract or purchase order.
- i.28 **NOTICE OF INTENT TO AWARD.** Notices of the City's intent to award a Contract are posted to the Purchasing Division's website before 6:00 PM local time on Wednesdays. If Wednesday is a holiday observed by the City, Notice will be posted on Tuesday.

## INSTRUCTIONS - EVALUATION

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It is the bidder's responsibility to check the City of Mesa's Purchasing website at [www.mesaaz.gov/purchasing](http://www.mesaaz.gov/purchasing) to view Purchasing's Intent to Award notices. This is the only notification you will receive regarding the City's intent to award a contract related to this solicitation.

## STANDARD TERMS AND CONDITIONS

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- S.1 **INDEPENDENT CONTRACTOR.** It is expressly understood that the relationship of Contractor to the City shall be that of an independent contractor.
- S.2 **SUBCONTRACTING.** Contractor may not subcontract work without the express written permission of the City. If Contractor has received authorization to subcontract work, it is agreed that all subcontractors performing work under the Agreement shall comply with its provisions. Further, all agreements between Contractor and its subcontractors shall provide that the terms and conditions of this Agreement be incorporated therein.
- S.3 **ASSIGNMENT.** This Agreement may not be assigned either in whole or in part without first receiving the City's written consent. Any attempted assignment, either in whole or in part, without such consent shall be null and void and in such event the City shall have the right at its option to terminate the Agreement. No granting of consent to any assignment shall relieve Contractor from any of its obligations and liabilities under the Agreement.
- S.4 **SUCCESSORS AND ASSIGNS; BINDING EFFECT.** This Agreement shall be binding upon and inure to the benefit of the parties and their respective permitted successors and assigns.
- S.5 **NO THIRD PARTY BENEFICIARIES.** This Agreement is intended for the exclusive benefit of the parties. Nothing set forth in this Agreement is intended to create, or shall create, any benefits, rights, or responsibilities in any third parties.
- S.6 **NON- EXCLUSIVITY.** The City, in its sole discretion, reserves the right to request the Materials or Services set forth herein from other sources when deemed necessary and appropriate. No exclusive rights are encompassed through this Agreement.
- S.7 **AMENDMENTS.** There shall be no oral changes to this Agreement. This Agreement shall only be modified in a writing signed by both parties. No charge for extra work or material will be allowed unless approved in writing, in advance, by the City and Contractor.
- S.8 **TIME OF THE ESSENCE.** Time is of the essence to the performance of the parties' obligations under this Agreement.
- S.9 **COMPLIANCE WITH APPLICABLE LAWS.**
- a. **General.** Contractor shall procure all permits and licenses, and pay all charges and fees necessary and incidental to the lawful conduct of business. Contractor must stay fully informed of existing and future Federal, State and local laws, ordinances, and regulations that in any manner affect the fulfillment of this Agreement and shall comply with the same at its own expense. Contractor bears full responsibility for training, safety, and providing necessary equipment for all Contractor Personnel to achieve compliance prior to the Effective Date. Upon request, Contractor shall demonstrate to the City's satisfaction any programs, procedures, and other activities used to ensure compliance.
  - b. **Drug-Free Workplace.** Contractor is hereby advised that the City has adopted a policy establishing a drug-free workplace for itself and those doing business with the City to ensure the safety and health of all persons working on City contracts and projects. Contractor shall require a drug-free workplace for all Contractor Personnel working under this Agreement. Specifically, all Contractor Personnel who are working under this Agreement shall be notified in writing by Contractor that they are prohibited from the manufacture, distribution, dispensation, possession, or unlawful use of a controlled substance in the workplace. Contractor agrees to prohibit the use of intoxicating substances by all Contractor Personnel and shall ensure that Contractor Personnel do not use or possess illegal drugs while in the course of performing their duties.
  - c. **Federal and State Immigration Laws.** Contractor agrees to comply with the Immigration Reform and Control Act of 1986 (IRCA) in performance under this Agreement and to permit the City or its agents to inspect applicable personnel records to verify such compliance. Contractor shall ensure and keep appropriate records to demonstrate that all Contractor Personnel have a legal right to live and work in the United States.

## STANDARD TERMS AND CONDITIONS

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- (i) Under the provisions of A.R.S. § 41-4401, Contractor hereby warrants to the City that Contractor and each of its subcontractors will comply with, and are contractually obligated to comply with, all Federal Immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A) (hereinafter "Contractor Immigration Warranty").
  - (ii) A breach of the Contractor Immigration Warranty shall constitute a material breach of this Agreement and shall subject Contractor to penalties up to and including termination of this Agreement at the sole discretion of the City.
  - (iii) The City retains the right to inspect the papers of all Contractor Personnel who provides Services under this Agreement to ensure that Contractor or its subcontractors are complying with the Contractor Immigration Warranty. Contractor agrees to assist the City in regard to any such inspections.
  - (iv) The City may, at its sole discretion, conduct random verification of the employment records of Contractor and any subcontractor to ensure compliance with the Contractor Immigration Warranty. Contractor agrees to assist the City in regard to any random verification performed.
  - (v) Neither Contractor nor any subcontractor shall be deemed to have materially breached the Contractor Immigration Warranty if Contractor or subcontractor establishes that it has complied with the employment verification provisions prescribed by sections 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. § 23-214 (A).
- d. **Nondiscrimination.** Contractor represents and warrants that it does not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, or disability, and represents and warrants that it complies with all applicable Federal, State and local laws and executive orders regarding employment. Contractor and Contractor Personnel will comply with applicable provisions of Title VII of the U.S. Civil Rights Act of 1964, as amended, section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.) and applicable rules in performance under this Agreement.
- e. **State Sponsors of Terrorism Prohibition.** Per A.R.S. §35-392, the Contractor shall not be in violation of section 6(j) of the Federal Export Administration Act and subsequently prohibited by the State of Arizona from selling goods or services to the City.
- f. **No Scrutinized Business Operations in Sudan or Iran.** Contractor shall be in compliance with A.R.S. §§ 35-391 and 35-393 which prohibit Contractor from having scrutinized business operations in Sudan or Iran.

### S.10 SALES/USE TAX, OTHER TAXES.

- a. Contractor shall be responsible for payment of all taxes including Federal, State, and local taxes related to or arising out of Contractor's Services under this Agreement, including by way of illustration but not limitation, Federal and State income tax, social security tax, unemployment insurance taxes, and any other taxes or business license fees as required.
- b. The City is exempt from paying certain Federal Excise Taxes and will furnish an exemption certificate upon request. The City is not exempt from State and local sales/use taxes.

### S.11 AMOUNTS DUE THE CITY.

Contractor must be current and remain current in all obligations due to the City during the performance of Services under the Agreement. Payments to Contractor may be offset by any delinquent amounts due the City or fees and charges owed to the City.

### S.12 PUBLIC RECORDS.

Contractor acknowledges that the City is a public entity, subject to Arizona's public records laws (A.R.S. § 39-121 et. seq.) and that any documents related to this Agreement may be subject to disclosure pursuant to State law in response to a public records request or to subpoena or other judicial process.



## STANDARD TERMS AND CONDITIONS

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- S.13 **AUDITS AND RECORDS.** Contractor shall preserve the records related to this Agreement for five (5) years after completion of the Agreement. The City or its authorized agent reserves the right to inspect any records related to the performance of work specified herein. In addition, the City may inspect any and all payroll, billing or other relevant records kept by Contractor in relation to the Agreement. Contractor shall permit such inspections and audits during normal business hours and upon reasonable notice by the City. The audit of records may occur at Contractor's place of business or at City offices, as determined by the City.
- S.14 **BACKGROUND CHECK.** The City may conduct criminal, driver history, and all other requested background checks of Contractor Personnel who would perform Services under the Agreement or who will have access to the City's information, data, or facilities in accordance with the City's current background check policies. Any officer, employee, or agent that fails the background check must be replaced immediately.
- S.15 **SECURITY CLEARANCE AND REMOVAL OF CONTRACTOR PERSONNEL.** The City shall have final authority, based on security reasons: (i) to determine when security clearance of Contractor Personnel is required; (ii) to determine the nature of the security clearance, up to and including fingerprinting Contractor Personnel; and (iii) to determine whether or not any individual or entity may provide Services under this Agreement. If the City objects to any Contractor Personnel for any reasonable cause, then Contractor shall, upon notice from the City, remove any such individual from performance of Services.
- S.16 **DEFAULT.**
- a. A party shall be in default if that party:
    - (i) Is or becomes insolvent or is a party to any voluntary bankruptcy or receivership proceeding, makes an assignment for a creditor, or there is any similar action that affects Contractor's capability to perform under the Agreement;
    - (ii) Is the subject of a petition for involuntary bankruptcy not removed within 60 Days;
    - (iii) Conducts business in an unethical or illegal manner; or
    - (iv) Fails to carry out any term, promise, or condition of the Agreement.
  - b. Whenever the City in good faith has reason to question Contractor's intent to perform, the former party may demand that the other party give a written assurance of its intent to perform. In the event that the demand is made and no written assurance is given within 5 Days, the demanding party may treat this failure as an anticipatory repudiation of the Agreement.
- S.17 **REMEDIES.** The remedies set forth in this Agreement are not exclusive. Election of one remedy shall not preclude the use of other remedies. In the event of default:
- a. The non-defaulting party may terminate the Agreement, and the termination shall be effective immediately or at such other date as specified by the terminating party.
  - b. The City may purchase the services required under the Agreement from the open market, complete required work itself, or have it completed at the expense of Contractor. If the cost of obtaining substitute services exceeds the contract price, the City may recover the excess cost by (i) requiring immediate reimbursement to the City (ii) deduction from an unpaid balance due to Contractor; (iii) collection against the proposal and/or performance security; if any; (iv) collection against liquidated damages (if applicable); or (v) a combination of the aforementioned remedies or other remedies as provided by law. Costs includes any and all, fees, and expenses incurred in obtaining substitute services and expended in obtaining reimbursement, including but not limited to administrative expenses, attorneys' fees, and costs.
  - c. The non-defaulting party shall have all other rights granted under this Agreement and all rights at law or in equity that may be available to it.
  - d. Neither party shall be liable for incidental, special, or consequential damages.

## STANDARD TERMS AND CONDITIONS

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- S.18 **CONTINUATION DURING DISPUTES.** Contractor agrees that during any dispute between the parties, Contractor will continue to perform its obligations until the dispute is settled, instructed to cease performance by the City, enjoined or prohibited by judicial action, or otherwise required or obligated to cease performance by other provisions in this Agreement.
- S.19 **TERMINATION FOR CONVENIENCE.** The City reserves the right to terminate this Agreement in part or in whole upon thirty (30) Days written notice.
- S.20 **TERMINATION FOR CONFLICT OF INTEREST (A.R.S. § 38-511).** Pursuant to A.R.S. § 38-511, the City may cancel this Agreement within 3 years after its execution, without penalty or further obligation, if any person significantly involved in initiating, securing, drafting, or creating the Agreement for the City becomes an employee or agent of Contractor.
- S.21 **TERMINATION FOR NON-APPROPRIATION AND MODIFICATION FOR BUDGETARY CONSTRAINT.** The City is a governmental agency which relies upon the appropriation of funds by its governing body to satisfy its obligations. If the City reasonably determines that it does not have funds to meet its obligations under this Agreement, the City shall have the right to terminate the Agreement without penalty on the last Day of the fiscal period for which funds were legally available. In the event of such termination, the City agrees to provide written notice of its intent to terminate 30 Days prior to the stated termination date.
- S.22 **PAYMENT TO CONTRACTOR UPON TERMINATION.** Upon termination of this Agreement, Contractor shall be entitled only to payment for those Services performed up to the date of termination, and any authorized expenses already incurred up to such date of termination. The City shall make final payment within thirty (30) Days after the City has both completed its appraisal of the Materials and Services provided and received Contractor's properly prepared invoice.
- S.23 **NON-WAIVER OF RIGHTS.** There shall be no waiver of any provision of this agreement unless approved in writing and signed by the waiving party. Failure or delay to exercise any rights or remedies provided herein or by law or in equity, or the acceptance of, or payment for, any Services hereunder, shall not release the other party of any of the warranties or other obligations of the Agreement and shall not be deemed a waiver of any such rights or remedies.
- S.24 **INDEMNIFICATION/LIABILITY.**
- a. Indemnification, General. To the fullest extent permitted by Law, Contractor agrees to defend, indemnify, and hold the City, its officers, agents, and employees, harmless from and against any and all liabilities, demands, claims, suits, losses, damages, causes of action, fines or judgments, including costs, attorneys', witnesses', and expert witnesses' fees, and expenses incident thereto, relating to, arising out of, or resulting from: (i) the Services provided by Contractor Personnel under this Agreement; (ii) any negligent acts, errors, mistakes or omissions by Contractor or Contractor Personnel; and (iii) Contractor or Contractor Personnel's failure to comply with or fulfill the obligations established by this Agreement.
  - b. Contractor shall update the City during the course of the litigation to timely notify the City of any issues that may involve the independent negligence of the City that is not covered by this indemnification.
  - c. The City assumes no liability for actions of Contractor and shall not indemnify or hold Contractor or any third-party harmless for claims based on this Agreement or use of Contractor-provided supplies or services.
- S.25 **WARRANTY.** Contractor warrants that all Services will be performed in a good, workman-like and professional manner. If any Materials or Services are of a substandard or unsatisfactory manner as determined by the City, Contractor, at no additional charge to the City, will provide Materials or redo such Services until in accordance with this Agreement and to the City's reasonable satisfaction.

## STANDARD TERMS AND CONDITIONS

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Unless otherwise agreed, the Contractor warrants that Materials shall be new, unused, of most current manufacture and not discontinued, shall be free of defects in materials and workmanship, shall be provided in accordance with manufacturer's standard warranty for at least one (1) year unless otherwise specified, and shall perform in accordance with manufacturer's published specifications.

- S.26 **THE CITY'S RIGHT TO RECOVER AGAINST THIRD PARTIES.** Contractor shall do nothing to prejudice the City's right to recover against third parties for any loss, destruction, or damage to City property, and shall at the City's request and expense, furnish to the City reasonable assistance and cooperation, including assistance in the prosecution or defense of suit and the execution of instruments of assignment in favor of the City in obtaining recovery.
- S.27 **NO GUARANTEE OF WORK.** Contractor acknowledges and agrees that it is not entitled to deliver any specific amount of Materials or Services or any Materials or Services at all under this Agreement and acknowledges and agrees that the Materials or Services will be requested by the City on an as needed basis at the sole discretion of the City. Any document referencing quantities or performance frequencies represent the City's best estimate of current requirements, but shall not bind it to purchase, accept, or pay for Materials or Services which exceed its actual needs.
- S.28 **OWNERSHIP.** All deliverables, Services, and information provided by Contractor or the City pursuant to this Agreement (whether electronically or manually generated) including without limitation, reports, test plans, and survey results, graphics, and technical tables, originally prepared in the performance of this Agreement, are the property of the City and shall not be used or released by Contractor or any other person except with prior written permission by the City.
- S.29 **USE OF NAME.** Contractor shall not use the name of the City of Mesa in any advertising or publicity without obtaining the prior written consent of the City.
- S.30 **CONFLICT OF INTEREST.** Pursuant to A.R.S. § 38-504, a current or former public officer or employee within the last twelve (12) months shall not represent another organization before the City on any matter for which the officer or employee was directly concerned and personally participated in during their service or employment or over which they had a substantial or material administrative discretion. Further, while employed by the City and for two (2) years thereafter, public officers or employees are prohibited from disclosing or using, without appropriate authorization, any confidential information acquired by such personnel in the course of his or her official duties at the City.
- S.31 **FOB POINT.** All deliveries shall be FOB destination unless otherwise agreed. Freight charged/terms shall be as agreed.
- S.32 **RISK OF LOSS.** Contractor agrees to bear all risks of loss, injury, or destruction of goods or equipment incidental to providing these Services and such loss, injury, or destruction shall not release Contractor from any obligation hereunder.
- S.33 **SAFEGUARDING CITY PROPERTY.** The Contractor will be responsible for any damage to City Real property or damage or loss of City Personal Property when such property is the responsibility of or in the custody of the Contractor or its employees.
- S.34 **WARRANTY OF RIGHTS.** The Contractor warrants it has title to, or the right to allow the City to use, the Materials and Services being provided and that the City may use same without suit, trouble or hindrance from the Contractor or third parties.
- S.35 **PROPRIETARY RIGHTS INDEMNIFICATION.** Without limiting the foregoing, Contractor shall, without limitation, at its expense defend the City against all claims asserted by any person that anything provided by Contractor infringes a patent, copyright, trade secret or other intellectual property right and shall, without limitation, pay the costs, damages and attorneys' fees awarded against the City in any such action, or pay any settlement of such action or claim. Each party agrees to notify the other promptly of any matters to which this provision may apply and to cooperate with each other in connection with such defense or settlement. If a preliminary or final judgment shall be obtained against the City's use or operation of the items provided by Contractor

## STANDARD TERMS AND CONDITIONS

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hereunder or any part thereof by reason of any alleged infringement, Contractor shall, at its expense and without limitation, either (a) modify the item so that it becomes non-infringing; or (b) procure for the City the right to continue to use the item; or (c) substitute for the infringing item other item(s) having at least equivalent capability; or (d) refund to the City an amount equal to the price paid, less reasonable usage, from the time of installation acceptance through cessation of use, which amount shall be calculated on a useful life not less than 5 years, and plus any additional costs the City may incur to acquire substitute supplies or services.

- S.36 **CONTRACT ADMINISTRATION.** The contract shall be administered by the Purchasing Administrator and/or an authorized representative from the using department. All questions regarding the contract shall be referred to an administrator for resolution. Supplements may be written to the contract for the addition or deletion of services. Payment will be negotiated and determined by the Contract Administrator(s).
- S.37 **FORCE MAJEURE.** Failure by either party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control, including acts of nature, acts of the public enemy, riots, fire, explosion, legislation, and governmental regulation. The party whose performance is so affected shall within 5 Days notify the other party of all pertinent facts and identify the force majeure event. The party whose performance is so affected shall also take all reasonable steps, promptly and diligently, to prevent such causes if it is feasible to do so, or to minimize or eliminate the effect thereof. The delivery or performance date shall be extended for a period equal to the time lost by reason of delay, plus such additional time as may be reasonably necessary to overcome the effect of the delay, provided however, under no circumstances shall delays caused by a force majeure extend beyond one hundred-twenty (120) Days from the scheduled delivery or completion date of a task.
- S.38 **COOPERATIVE USE OF CONTRACT.** The City has entered into various cooperative purchasing agreements with other Arizona government agencies, including the Strategic Alliance for Volume Expenditures (SAVE) cooperative. Any contract may be extended for use by other municipalities, school districts and government agencies in the State of Arizona with the approval of the Contractor. Any such usage by other entities must be in accordance with the statutes, codes, ordinances, charter and/or procurement rules and regulations of the respective government agency.
- If required to provide services on a school district property at least five (5) times during a month, Contractor shall submit a full set of fingerprints to the school district in accordance with A.R.S. 15-512 of each person or employee who may provide such service. The district shall conduct a fingerprint check in accordance with A.R.S. 41-1750 and Public law 92-544 of all contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the District. Additionally, the Contractor shall comply with the governing body fingerprinting policies of each individual school district/public entity. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.
- Orders placed by other agencies and payment thereof will be the sole responsibility of that agency. The City shall not be responsible for any disputes arising out of transactions made by others.
- S.39 **FUEL CHARGES AND PRICE INCREASES.** No fuel surcharges will be accepted. No price increases will be accepted without proper request by Contractor and response by the City's Purchasing Division.
- S.40 **NOTICES.** All notices to be given pursuant to this Agreement shall be delivered to the parties at their respective addresses. Notices may be (i) personally delivered; (ii) sent via certified or registered mail, postage prepaid; (iii) sent via overnight courier; or sent via facsimile. If provided by personal delivery, receipt shall be deemed effective upon delivery. If sent via certified or registered mail, receipt shall be deemed effective 3 Days after being deposited in the United States mail. If sent via overnight courier or facsimile, receipt shall be deemed effective 2 Days after the sending thereof.

## STANDARD TERMS AND CONDITIONS

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- S.41 **GOVERNING LAW, FORUM.** This Agreement shall be governed by the laws of the State of Arizona. The exclusive forum selected for any proceeding or suit in law or equity arising from or incident to this Agreement shall be Maricopa County, Arizona.
- S.42 **INTEGRATION CLAUSE.** This Agreement, including all attachments and exhibits hereto, shall supersede all prior oral or written agreements, if any, between the parties, and shall constitute the entire agreement between the parties with respect to the work to be performed.
- S.43 **PROVISIONS REQUIRED BY LAW.** Any provision required by law to be in this Agreement is a part of this Agreement as if fully stated in it.
- S.44 **SEVERABILITY.** If any provision of this Agreement is declared void or unenforceable, such provision shall be severed from this Agreement, which shall otherwise remain in full force and effect. The parties will negotiate diligently in good faith for such amendment(s) of this Agreement as may be necessary to achieve the original intent of this Agreement, notwithstanding such invalidity or unenforceability.
- S.45 **SURVIVING PROVISIONS.** Notwithstanding any completion, termination, or other expiration of this Agreement, all provisions which, by the terms of reasonable interpretation thereof, set forth rights and obligations that extend beyond completion, termination, or other expiration of this Agreement, shall survive and remain in full force and effect. Except as specifically provided in this Agreement, completion, Termination, or other expiration of this Agreement shall not release any party from any liability or obligation arising prior to the date of termination.

## DETAILED SPECIFICATIONS

1. **PROJECT MISSION.** We are dedicated to providing superior services to our customers in order to improve the quality of life for Mesa residents, businesses and visitors. We are looking for vendors who share that dedication and will help us meet that goal.
2. **PROJECT GOAL.** To establish a three (3) year supply contract for gasoline and diesel fuel for the City of Mesa and the Mesa Unified School District No. 4.
3. **INVENTORY LEVELS.** The bidder's inventory level of the item(s) bid shall be sufficient to provide daily support of the Buyers' requirements. Failure to supply item(s) within 24 hours of order placement may result in ordering from an alternate supplier. Repeated incidents of late delivery shall be grounds for termination of the contract.
4. **HAZARD COMMUNICATION REQUIREMENTS.** The successful bidder agrees to provide Material Safety Data Sheets for all substances that come under the Federal Toxic and Hazardous Substance - Hazard Communication Standard, (reference - Occupational Safety and Health Standard, Subpart -2- Toxic and Hazardous Substances - Hazardous Communication Standard, Section 1910 - 1200 Hazard Communication). MSDS copies will be provided separately and simultaneously to the City and the District.
5. **OPIS INDEX PRICING.** Bidders must insert a price per gallon and the estimated total pricing (excluding tax) based on the quoted discount/markup and the OPIS index price for the issue date specified on page 23 of the Pricing and Compensation section of this solicitation. In the event of a discrepancy between the unit price and extension, the unit price will govern. Bid prices shall be in cents per gallon to four decimal points and shall be based upon the "Oil Price Information Service (OPIS)" index for Arizona. Bidders will insert the amount of markup or discount upon which their price is calculated against the OPIS index. Pricing during the contract will be based on the OPIS average rack price as determined each Thursday and will be in effect for the week following publication as outlined in the OPIS index. The successful bidder shall e-mail a copy of the weekly OPIS index to the City's Fleet Services office and the school's District Vehicle Maintenance office.
6. **EXCISE TAX REBATES & ON ROAD AND OFF ROAD TAXES.** Barring future prohibitive legislation, the successful bidder agrees to sell all gasoline and diesel fuel to the City and the District FREE OF FEDERAL EXCISE TAX. Both the City and the District are F.E.T. exempt, and the supplier agrees to accept responsibility for filing for tax credits or refunds in accordance with IRS Notice 88-13 (February 8, 1988) and the Budget Reconciliation Act of 1987. The City and the District will furnish exemption certificates upon request.
7. **DELIVERY LOCATIONS**

### CITY OF MESA:

Location No.	Department Name/Address	Type of Fuel	Tank Qty - Size in Gal. per Tank.
1	Fleet Services (West) 300 East 6th Street Mesa, AZ	CBG (Clean Burning Gasoline) Ethanol 10% Uni  #2 ULS Diesel	6 - 12,000  3 - 12,000
2	Falcon Field Airport Police/Fire/Customer Service Substation 4534 E. McKellips Road Mesa, AZ	CBG Ethanol 10% Uni  #2 ULS Diesel	1 - 10,000  1 - 10,000
3	Dobson Ranch Police/Fire/Customer Service Substation 2505 S. Dobson Road Mesa, AZ <b>Secure Site</b>	#2 ULS Diesel	1 - 10,000
4	Dobson Ranch Golf Course 2155 S. Dobson Road Mesa, AZ	#2 ULS Diesel	1 - 3,000

**DETAILED SPECIFICATIONS**

Location No.	Department Name/Address	Type of Fuel	Tank Qty - Size in Gal. per Tank.
5	Mesa Police Department 130 North Robson Mesa, AZ	#2 ULS Diesel	1 - 550
6	Fleet Services (East) 6935 E. Decatur Mesa, AZ	CBG Ethanol 10% Unl #2 ULS Diesel	6 - 12,000 3 - 12,000
7	Superstition Police/Fire Substation 2430 South Ellsworth Mesa, AZ <b>Secure Site</b>	CBG Ethanol 10% Unl #2 ULS Diesel	1 - 12,000 1 - 12,000
8	Red Mountain Police Substation 4333 E. University Dr. Mesa, AZ <b>Secure Site</b>	CBG Ethanol 10% Unl	2 - 15,000
9	Fiesta Police Substation 1010 W. Grove Ave Mesa, AZ <b>Secure Site</b>	CBG Ethanol 10% Unl	2 - 15,000
*10	Queen Creek Utility Yard 34630 N. Schnepf Road, Queen Creek, AZ	CBG Ethanol 10% Unl	1 - 1,000 above-ground tank
*11	Fire Station #205 730 S. Greenfield Road, Mesa, AZ	#2 ULS Diesel	1 - 580 above-ground trailer
*12	Fire Station #216 7966 E. McDowell Road, Mesa, AZ	#2 ULS Diesel	1 - 1000 above-ground tank
13	Various generator stations located around the City that may require deliveries of up to 1,000 gals. Annually.	CBG Ethanol 10% Unl	Varies

Location #1 will use approximately 66% of the total estimated fuel quantity. Location #1 will place all orders and specify the delivery site at time of order. Unless noted otherwise, all tanks are below ground, but not all are subject to "LUST" tax. \* Above ground locations are exempt.

The City's three (3) Police substations are secured sites. Deliveries to these locations must be made between 6:30 AM and 2:30 PM weekdays.

All deliveries must be phoned in to City personnel located at drop site at least 30 minutes prior to delivery.

**MESA UNIFIED SCHOOL DISTRICT NO. 4**

Location No.	Department Name/Address	Type of Fuel	Tank Qty - Size in Gal.
1	Transportation Dept. 549 N. Stapley, Mesa, AZ	CBG Ethanol 10% #2 ULS Red Dye	1 - 20,000 2 - 20,000
2	Broadway - Satellite 109 East Broadway, Mesa, AZ	CBG Ethanol 10% Unl #2 ULS Diesel #2 ULS Red Dye	1 - 10,000 1 - 10,000 1 - 15,000
3	Fremont - Satellite 837 N. Power Road, Mesa, AZ	CBG Ethanol 10% Unl #2 ULS Red Dye	1 - 10,000 3 - 10,000
<p><b>Note:</b> Location #1 will order all fuel and specify the delivery site at time of order. All tanks are below ground, but not all are subject to "LUST" tax. Buyers will specify which locations are exempt. Delivery hours: Stapley- 5:00am to 6:00 pm Fremont- 5:00am to 6:00 pm Broadway- 5:00am to 5:00 pm</p>			

## DETAILED SPECIFICATIONS

8. **SPLIT DELIVERY AND TOP-OFF LOAD REQUIREMENTS.** Both the City and the District currently request that some deliveries be split between two locations. It is highly preferable that these services continue to be available. The Arizona Department of Weight and Measures requires an annual vapor recovery test be performed on all qualifying tanks. In order to comply with this directive, top-off loads will be requested as necessary. The bidder shall indicate whether split deliveries and top-off loads are offered in the space provided on the bid form and specify the charges, if any, for such services.
9. **SPILLAGE.** The supplier will be responsible for the clean-up of any contamination or spillage resulting from delivery and unloading. A clear notation of all spills must be made on all delivery tickets and the order desk must be notified immediately after the spill occurs.
10. **DELIVERY TICKETS.** As required by ADEQ Tier II laws, all delivery tickets must delineate the supplier's name, address, brand of fuel, grade of fuel and dip stick reading prior to unloading and shall be provided at time of delivery. An additional notation of the spill bucket being clean and dry when the driver leaves the drop site must all be made on the delivery ticket. The buyer shall only authorize payment for the actual quantity of fuel delivered to each site.
11. **DELIVERY METHOD.** Tank Wagon deliveries for gasoline and diesel shall be for a maximum of 4,999 gallons. Truck and Trailer deliveries for gasoline shall be for a minimum of 5,000 gallons. Vehicles shall be owned or leased by the Seller and operated by employees of the Seller.
12. **INVOICING INSTRUCTIONS**

### City of Mesa

The City will pay the supplier within 10 days of product acceptance, providing a properly documented delivery ticket and a certified invoice, in duplicate, is furnished to:

City of Mesa  
Fleet Services  
310 E. 6th Street  
P. O. BOX 1466  
Mesa, AZ 85211-1466

### Mesa Unified School District

The District will pay the supplier within 10 days of product acceptance, providing a properly documented delivery ticket and a certified invoice, in duplicate, is furnished to:

Mesa Unified School District No. 4  
Accounts Payable  
63 E. Main Street #101  
Mesa, AZ 85201-7422

### General Note

Prices and extensions must appear on all copies of an invoice. The supplier will be promptly notified of any disputed invoice.

13. **FUEL SPECIFICATIONS.** Gasoline to be refinery blended. Bidders shall furnish detailed specifications of the fuel offered upon request. MSDS sheets are required to be submitted with the bid.  
Motor Fuel Specifications:  
**Unleaded Gasoline**, 87 minimum octane per ASTM D-4814.  
Pricing Unit = Gallon  
**Diesel Motor Fuel, Ultra-Low Sulphur** per ASTM D-975-02, Grade 2D and Federal Specification VVF-8008, Grade of 2.  
Pricing Unit = Gallon  
**Diesel Motor Fuel, Ultra-Low Sulphur (Red Dye)** per ASTM D-975-02, Grade 2D and Federal Specification VVF8008, Grade of 2.  
Pricing Unit = Gallon



**DETAILED SPECIFICATIONS**

<b>SPECIFICATIONS FOR FUEL GRADE ETHANOL</b>		
		<b>Method of Test</b>
Appearance	Clear, Bright	Visual
Color, Platinum-Colbalt	50 Maximum	ASTM D1209
Specific Gravity, 20/20DEG.C.	0.7887 - 0.7954	ASTM D1298
Ethyl Alcohol, Vol. %	94.4 Minimum	-
Water, Weight %	0.82 Maximum	ASTM D1744
Acidity, AS CH <sub>3</sub> COOH, Maximum	0.007 Mass %	ASTM D1613
Non-Volatile Residue, mg/100 ml	5.0 Maximum	ASTM D1353
Copper Content, ppm	0.1 Maximum	Atomic Absorption
Additive	A detergent and corrosion inhibitor package will be added to the ethanol. DuPont DMA-67Y or equivalent at the rate of 180 lbs. to 1,000 barrels of ethanol.	

14. **OXYGENATED FUEL PROGRAM.** Maricopa County has mandated an oxygenated fuel program to be used by each agency during predetermined months of this contract. The bidder must be able to supply unleaded regular gasoline as an oxygenated blend that will comply with Maricopa County requirements. This should include the ability to supply ethanol.

15. **INSURANCE REQUIREMENTS.** Contractor shall maintain coverage for all general, contractual and products liability risks normally associated with the goods and materials and/or services covered by this contract.

The Contractor shall maintain at all times during the term of this contract, a minimum amount of \$3 million per occurrence/\$5 million aggregate Commercial General Liability insurance, including Contractual Liability. For General Liability insurance, the City of Mesa, their agents, officials, volunteers, officers, elected officials or employees shall be named as additional insured, as evidenced by providing an additional insured endorsement.

The Contractor shall maintain at all times during the term of this contract, a minimum amount of \$1 million per occurrence Automobile Liability insurance.

The Contractor shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statute.

Prior to the execution of the Contract, the Contractor shall provide the City with a Certificate of Insurance (using appropriate ACORD certificate) SIGNED by the Issuer, applicable endorsements, and the City reserves the right to request additional copies of any or all of the above policies, endorsements, or notices relating thereto.

When the City requires a Certificate of Insurance to be furnished, the Contractor's insurance shall be primary of all other sources available. When the City is a certificate holder, the Contractor agrees that no policy shall expire, be canceled or materially changed to affect the coverage available without advance written notice to the City.

**"Waiver of Subrogation.** The policies required by this agreement (or contract) shall contain a waiver of transfer rights of recovery (subrogation) against City, its agents, representatives, directors, elected officials, officers, employees, and volunteers for any claims arising out of the work of Contractor." All insurance certificates and applicable endorsements are subject to review and approval by the City's Risk Manager.

## MILESTONES

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**BEGINNING AND END DATE OF INITIAL TERM:** July 1, 2013 through June 30, 2016.

If the commencement of performance is delayed because the City does not execute the contract on the start date, the City may adjust the start date, end date and milestones to reflect the delayed execution.

**EXTENSION:**

The City reserves the right to extend the term of this contract, provided however, that the City shall give written notice of its intentions to extend this contract no later than thirty (30) days prior to the expiration date of the contract.

**RENEWAL:**

At the end of the initial term of this contract, the City may initiate renewal(s) as provided. The decision to renew a contract rests solely with the City. The City will give written notice of its intention to renew the contract no later than thirty (30) days prior to the expiration.

2 One-Year renewal periods possible at the City's option, per bid documents

**PRICE:**

All pricing discounts and markups shall be firm for the initial term, except where otherwise provided by the specifications, and include all transportation, insurance and warranty costs. The City shall not be invoiced at prices higher than those stated in any contract resulting from this bid.

The Contractor certifies that the prices offered are no higher than the lowest price the Contractor charges other buyers for similar quantities under similar conditions. The Contractor further agrees that any reductions in the price of the goods or services covered by this bid and occurring after award will apply to the undelivered balance. The Contractor shall promptly notify the City of such price reductions.

## RESPONSE ELEMENTS

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16. **BID SUBMISSION** - Submit a signed original along with 2 copies of the bid in a sealed container.

Electronic Format Requested One (1) CD or Thumb Drive

***DO NOT use spiral binding or comb binding for your offers – 3-ring binders are preferred for large bids.***

17. **BIDDER RESPONSE CHECKLIST.** This checklist is provided for your convenience. It is not necessary to return a copy of this solicitation's Instructions, Terms and Conditions, or Detailed Specifications with your bid response. Only submit the requested forms and any other requested or descriptive literature. Do not use comb or spiral binds for your bids. 3-ring binders are preferred for large responses.

Response has been sent in time to be received prior to 3:00 PM local time on the due date.

- Bid security enclosed, if required
- Original and proper number of copies submitted (above)
- Electronic copy (CD or Thumb Drive) submitted (above)
- Bid container properly labeled
- Detailed Specifications/Specification Questionnaire form completed and included, if required
- Pricing and Compensation, math double-checked, form completed and included
- W-9 Request for Taxpayer Identification Number and Certification form completed and included (<http://www.irs.gov/pub/irs-pdf/fw9.pdf>)
- Checked for any addenda issued and acknowledged on Pricing & Compensation form
- Exceptions, Confidential & Additional Items form completed and included
- Vendor Information form completed and included
- Offer And Acceptance form completed and included

**PRICING AND COMPENSATION**

**ORIGINAL**

Pursuant to all the contract specifications enumerated and described in this solicitation, we agree to furnish Gasoline and Diesel Fuel for the City of Mesa and the Mesa Unified School District No. 4 at the price(s) stated below

ANNUAL ITEMIZED ESTIMATE BY AGENCY (gallons):		
Location	City of Mesa	Mesa Unified School District
1 CBG Ethanol 10% Unleaded Gasoline	1,000,000	200,000
2 #2 ULS Diesel & Biodiesel Fuels	900,000*	25,000
3 #2 ULS Diesel - Red Dye	0	875,000

\* - The City's annual diesel purchases will consist of a combination of #2 diesel and biodiesel amounts adding up to 900,000 gallons annually The Mesa Unified School District will buy #2 ULS and Red Dye ULS diesel (no biodiesel)

DISCOUNT/MARKUP
<b>For Truck and Trailer Deliveries: (5,000 gallons and over)</b>
Contract prices will be tied to the OPIS index as indicated below -
<u>DISCOUNT</u> of \$ <u>0.0450</u> /gal for CBG Ethanol 10% Unleaded (discount or markup) (amount to four places past decimal)
<u>DISCOUNT</u> of \$ <u>0.0450</u> /gal for #2 ULS Diesel and Biodiesel fuels (discount or markup) (amount to four places past decimal)
<u>DISCOUNT</u> of \$ <u>0.0450</u> /gal for #2 ULS Diesel - Red Dye (discount or markup) (amount to four places past decimal)
<b>For Tank Wagon Deliveries: (Less than 5,000 gallons)</b>
Contract prices will be tied to the OPIS index as indicated below -
<u>MARKUP</u> of \$ <u>0.0975</u> /gal for CBG Ethanol 10% Unleaded (discount or markup) (amount to four places past decimal)
<u>MARKUP</u> of \$ <u>0.0975</u> /gal for #2 ULS Diesel and Biodiesel fuels (discount or markup) (amount to four places past decimal)
<u>MARKUP</u> of \$ <u>0.0975</u> /gal for #2 ULS Diesel - Red Dye (discount or markup) (amount to four places past decimal)

NOTE Date of order, not date of delivery will determine OPIS Index utilized in pricing invoice, providing that delivery is requested for not more than 2 working days after order

Bidder Name SUPREME OIL COMPANY Date 4/3/2013

**PRICING AND COMPENSATION**

**SAMPLE PRICING FOR EVALUATION PURPOSES ONLY**

Item No.	Fuel Type - Description	Unit Cost	Est. Combined Annual Qty	Extension
1	CBG Ethanol 10% Unleaded Gasoline <sup>OPIS</sup>	3.2867 \$ < .0450 > 3.2417	1,200,000 gal	\$ 3,890,040
2	#2 ULS Diesel & Biodiesel Fuels <sup>OPIS</sup>	3.0904 \$ < .0450 > 3.0454	925,000 gal	\$ 2,816,995
3	#2 ULS Diesel - Red Dye <sup>OPIS</sup>	3.0998 \$ < .0450 > 3.0548	875,000 gal	\$ 2,672,950
<b>TOTAL BID</b>				<b>9,379,985</b>

FOB Destination, excluding all applicable taxes and based on the OPIS average rack price for Arizona published on March 25, 2013

**APPLICABLE TAXES**

Provide percentage or price to be added to each gallon of fuel for the following:

TAXES	DIESEL GASOLINE	UNLEADED GASOLINE
City*	0.093 % (IF NOT EXEMPT)	_____ %
State	_____ %	_____ %
Road	.26 ¢ per gal	.1835 ¢ per gal.
Lust**	.00219 ¢ per gal	.00219 ¢ per gal.
Super Fund	.01 ¢ per gal. (IF NOT EXEMPT)	.01 ¢ per gal. (IF NOT EXEMPT)

\*The City of Mesa is exempt from Mesa City Sales Tax  
Mesa Unified School District is liable for Mesa City Sales Tax

\*\*Federal & Arizona combined

FOB Destination

Bidder Name SUPREME OIL COMPANY

Date 4/3/2013

PRICING AND COMPENSATION

Freight Costs: Unit prices should include all Shipping and Transportation Costs  
No fuel surcharges will be accepted

Payment terms (not less than net 30 days) NET 30 DAYS

Prompt Payment Discount of N/A % if invoices are paid within, N/A days of receipt

Does Bidder agree to honor the prices, terms and conditions to other agencies as specified in section S 38?

Yes  No (A "no" answer will not disqualify your bid )

Bidder complies with S 9 "Compliance with Applicable Law"?  Yes  No

The fuel is (list manufacturer, brand, etc ): VALEPO REFINING + SUPPLY

Can delivery be made within 24 hours of receipt of an order:

Yes  No

If "no", explain \_\_\_\_\_

Will bidder provide

- a. split load deliveries Yes  No
- b. tank top-off deliveries Yes  No

If "yes", what is the cost for one extra stop \$ NO COST  
For additional stops \$ NO COST each

Does the bidder agree to make an oxygenated blend of unleaded regular gasoline available that will comply with Maricopa County requirements?

Yes  No

If "no", explain \_\_\_\_\_

**ADDENDA**

Bidders are responsible for verifying receipt of any addenda issued by checking the City's website at [www.mesaaz.gov/purchasing](http://www.mesaaz.gov/purchasing) prior to the bid opening (see 12) Failure to acknowledge any addenda issued may result in a response being deemed non-responsive

**Acknowledgement of Receipt of Addenda (Initial for each addenda received, if applicable):**

Addenda #1 

Addenda #2 \_\_\_\_\_

Bidder Name SUPREME OIL COMPANY

Date 4/3/2013

Week Beginning	OPIS Rack	PPG	ADOT Note
04/01/2013	B100 - Phoenix, AZ	5.6000	
04/01/2013	B20 - Phoenix, AZ	3.6549	
04/01/2013	B20 (Dyed) - Phoenix, AZ	3.6605	ADOT does not normally order this item. DO NOT SHIP TO ADOT! Provided as favor to contract partners only.
04/01/2013	B5 - Phoenix, AZ	3.2902	
04/01/2013	B5 (Dyed) - Phoenix, AZ	3.2969	ADOT does not normally order this item. DO NOT SHIP TO ADOT! Provided as favor to contract partners only.
04/01/2013	CBG Ethanol 10% - Phoenix, AZ	3.2703	32867
04/01/2013	Conv. Clear - Phoenix, AZ	2.9480	
04/01/2013	Conv. Clear - Tucson, AZ	3.4633	
04/01/2013	Conv. Ethanol 10% - Phoenix, AZ	3.1800	
04/01/2013	Conv. Ethanol 10% - Tucson, AZ	3.1166	
04/01/2013	E85 - WEST	2.9733	
04/01/2013	No. 2 Ultra Low Sulfur - Phoenix, AZ	3.1686	30904
04/01/2013	No. 2 Ultra Low Sulfur - Tucson, AZ	3.4436	
04/01/2013	No. 2 Ultra Low Sulfur (Red) - Phoenix, AZ	3.1756	ADOT does not normally order this item. DO NOT SHIP TO ADOT! Provided as favor to contract partners only. 30998
04/01/2013	No. 2 Ultra Low Sulfur (Red) - Tucson, AZ	3.4369	ADOT does not normally order this item. DO NOT SHIP TO ADOT! Provided as favor to contract partners only.

**EXCEPTIONS, CONFIDENTIAL & ADDITIONAL MATERIALS**

Bidders shall indicate any and all exceptions taken to the provisions or specifications in this solicitation document.

**Exceptions (mark one):**

**\*\*Special Note – Any material exceptions taken to the City's Standard Terms and Conditions will render a Bid Non-responsive.**

- No exceptions  
 Exceptions taken (describe—attach additional pages if needed)

**Confidential/Proprietary Submittals (mark one):**

- No confidential/proprietary materials have been included with this bid  
 Confidential/Proprietary materials included. Bidders should identify below any portion of their bid deemed confidential or proprietary (see section S.12). Identification in this section does not guarantee that disclosure will be prevented but that the item will be subject to review by the Offeror and the City prior to any public disclosure. Requests to deem the entire bid as confidential will not be considered.

**Additional Materials submitted (mark one):**

- No additional materials have been included with this bid  
 Additional Materials attached (describe—attach additional pages if needed)

Bidder Name SUPREME OIL COMPANY

Date: 4/3/2013



VENDOR INFORMATION

Company Legal/Corporate Name: SUPREME OIL COMPANY

Doing Business As (if different than above): N/A

Address: 2109 WEST MONTE VISTA

City: PHOENIX State: ARIZONA Zip: 85009

Phone: 602. 254. 5575 Fax: 602. 889. 3995

E-Mail Address: DREICHO.SUPREMEOIL.COM Website: WWW.SUPREMEOIL.COM

Taxpayer Identification Number: 86-0598015

Remit to Address (if different than above):

Address: 2109 WEST MONTE VISTA

City: PHOENIX State: ARIZONA Zip: 85003

Contact for Questions about this bid:

Name: DICK REICH Fax: 602. 889. 3995

Phone: 602. 254. 5575 E-Mail Address: DREICH@SUPREMEOIL.COM

Day-to-Day Project Contact (if awarded):

Name: SAME AS ABOVE Fax: " "

Phone: " E-Mail Address: " "

Sales/Use Tax Information (check one):

Bidder is located outside Arizona and does NOT collect Arizona State Sales/Use Tax (The City will pay use tax directly to the AZ Dept of Revenue)

Bidder is located outside Arizona is authorized to collect Arizona State Sales/Use Tax for submission to the AZ Dept of Revenue  
State Sales Tax Number: \_\_\_\_\_

Bidder is located in Arizona (The Bidder should invoice the applicable sales tax and remit to the appropriate taxing authorities)

State Sales Tax Number: 07-351A23 C  
City Sales Tax Number: 88000335 City of: PHOENIX, AZ  
Sales Tax Rate: 0.83%

Certified Small Business Certifying Agency: \_\_\_\_\_

Certified Minority, Woman or Disadvantaged Business Enterprise Certifying Agency: \_\_\_\_\_

VENDOR INFORMATION

SKIP THIS AFFIDAVIT IF:

Bidder is a(n) LLC, Corporation or Partnership as indicated on your W-9

COMPLETE AFFIDAVIT IF:

Bidder is a(n) Individual or Sole Proprietor as indicated on your W-9

AFFIDAVIT

ARS §1-502 requires that any Person who applies to the City for a Local Public Benefit (defined as a Grant, Contract or Loan) must demonstrate through the presentation of one (1) of the following documents that he/she is lawfully present in the United States (See section 1.10 of the Instructions).

Please place a check mark next to the applicable document and present the document to the City employee. If mailing the document, attach a copy of the document to this Affidavit. (If the document says on its face that it may not be copied or you know for reasons of confidentiality that it cannot be copied, you will need to present the document in person to the City for review and signing of the affidavit.)

- 1. Arizona driver license issued after 1996.  
Print first 4 numbers/letters from license: D 0 5 5
- 2. Arizona non-operating identification license.  
Print first 4 numbers/letters: \_\_\_\_\_
- 3. Birth certificate or delayed birth certificate issued in any state, territory or possession of the United States.  
Year of birth: \_\_\_\_\_; Place of birth: \_\_\_\_\_
- 4. United States Certificate of Birth abroad.  
Year of birth: \_\_\_\_\_; Place of birth: \_\_\_\_\_
- 5. United States passport.  
Print first 4 numbers/letters on Passport: \_\_\_\_\_
- 6. Foreign passport with a United States Visa.  
Print first 4 numbers/letters on Passport: \_\_\_\_\_  
Print first 4 numbers/letters on Visa: \_\_\_\_\_
- 7. I-94 form with a photograph.  
Print first 4 numbers on I-94: \_\_\_\_\_
- 8. United States Citizenship & Immigration Services Employment Authorization Document (EAD).  
Print first 4 numbers/letters on EAD: \_\_\_\_\_
- 9. Refugee travel document.  
Date of Issuance: \_\_\_\_\_; Refugee Country: \_\_\_\_\_
- 10. United States Certificate of Naturalization.  
Print first 4 digits of CIS Reg. No.: \_\_\_\_\_
- 11. United States Certificate of Citizenship.  
Date of Issuance: \_\_\_\_\_; Place of Issuance: \_\_\_\_\_
- 12. Tribal Certificate of Indian Blood.  
Date of Issuance: \_\_\_\_\_; Name of Tribe: \_\_\_\_\_
- 13. Tribal or Bureau of Indian Affairs Affidavit of Birth.  
Year of Birth: \_\_\_\_\_; Place of Birth: \_\_\_\_\_

In accordance with the requirements of Arizona Law, I do swear or affirm under penalty of perjury that I am lawfully present in the United States and that the document I presented to establish this presence is true.

Richard L. Raich Jr.  
Signature

RICHARD L. RAICH JR.  
Print Name

4/3/2013  
Date

SUPREME OIL COMPANY  
Business/Company Name

Verification of Attachment by City Staff Member:

\_\_\_\_\_  
Signature Date

## Request for Taxpayer Identification Number and Certification

Give Form to the  
 requester. Do not  
 send to the IRS.

Name (as shown on your income tax return)  
**Supreme Oil Co**

Business name/disregarded entity name, if different from above  
NA.

Check appropriate box for federal tax classification (required):  
 Individual/sole proprietor     C Corporation     S Corporation     Partnership     Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ \_\_\_\_\_  Exempt payee

Other (see instructions) ▶ \_\_\_\_\_

Address (number, street, and apt. or suite no.)  
**P.O. Box 34717**

City, state, and ZIP code  
**San Diego, CA 92138**

List account number(s) here (optional)

Requester's name and address (optional)

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number								

Note: If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

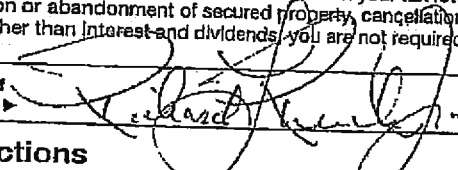
Employer identification number								
8	6	-	0	5	9	8	0	1

### Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

**Certification Instructions.** You must cross out Item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, Item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here    Signature of U.S. person ▶     Date ▶ \_\_\_\_\_

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

#### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note: If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

OFFER AND ACCEPTANCE

By signing and submitting this Bid, the Vendor certifies that:

- a) It is under no legal prohibition on contracting with the City of Mesa
- b) It has read, understands, and is in compliance with the specifications, terms and conditions stated herein, as well as its attachments, and any referenced documents.
- c) It has no known, undisclosed conflicts of interest
- d) The prices offered were independently developed without consultation or collusion with any of the other respondents or potential respondents or any other anti-competitive practices
- e) No offer of gifts, payments or other consideration were made to any City employee, officer, elected official, or consultant who has or may have had a role in the procurement process for the services and or goods/materials covered by this contract
- f) It grants the City of Mesa permission to copy all parts of this response, including without limitation any documents and/or materials copyrighted by the respondent, for Mesa's internal use in evaluating respondent's offer, or in response to a public records request under Arizona's public records law (A R S §39-121 et seq ) or other applicable law, subpoena, or other judicial process, provided that Mesa agrees not to change or delete any copyright or proprietary notices
- g) Under the provisions of A R S §41-4401, respondent hereby warrants to the City that the respondent and each of its subcontractors ("Subcontractors") will comply with, and are contractually obligated to comply with, all Federal Immigration laws and regulations that relate to their employees and A R S §23-214(A) (hereinafter "Contractor Immigration Warranty")
- h) Under the provisions of A R S §35-392, respondent certifies that they are not in violation of section 6(i) of the Federal Export Administration Act and barred by the State of Arizona from selling to the City
- i) Under the provision of A R S §35-391 and §35-393, respondent certifies that they do not have Scrutinized Business Operations in Sudan or Iran
- j) It will provide the materials or services specified in compliance with all Federal, State, and Local Statutes and Rules if awarded by the City
- k) It is current in all obligations due to the City
- l) It will accept such terms and conditions in a resulting contract if awarded by the City
- m) The signatory is an officer or duly authorized agent of the respondent with full power and authority to submit binding offers for the goods or services as specified herein

ACCEPTED AND AGREED TO:

Company Name SUPREMA BI COMPANY  
 Signature [Handwritten Signature]  
 Printed Name RICHARD L. REICHT JR  
 Title GRUPAL MANAGER - ARIZONA  
 Date 4/3/2013

ACCEPTANCE OF OFFER:

The offer is hereby accepted. The Contractor is now bound to sell the materials or services specified in the Contract, including all terms and conditions, specifications, addenda, etc. This contract shall henceforth be referred to as Contract Number 2013057.

Term (if different than stated in the Milestones) July 1, 2013 through June 30, 2016

Awarded this 20<sup>th</sup> day of May, 2013

[Handwritten Signature]  
 Edward Quedens, CPPO, C P M  
 As Business Services Director

APPENDIX A

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**General List of Documents Incorporated by Reference in City of Mesa Vehicle and Equipment Specifications**

**City of Mesa – Fleet Engineering Standards Manual:** available through the City of Mesa – Fleet Services Department, PO Box 1466, Mesa, AZ 85211-1466 Ph. (480) 644-5909

**Federal Motor Vehicle Safety Standards (FMVSS):** standards found in Code of Federal Regulations (CFR), Title 49, available through the Government Printing Office (GPO), Superintendent of Documents, Washington, D.C.

**Society of Automotive Engineers (SAE):** standards are available through the Society of Automotive Engineers, Inc. 400 Commonwealth Drive, Warrendale, PA

**Arizona Traffic Law Manual:** is available through LEXIS Law Publishing, P.O. Box 7587, Charlottesville, VA.

**Environmental Protection Agency (EPA):** publications are available through the National Service Center for Environmental Publications, P.O. Box 42419, Cincinnati, OH.

**Occupational Safety and Health Administration (OSHA):** standards are available through the Technical Data Center, U.S. Department of Labor, Washington, D.C., and through regional Offices of the Occupational Safety and Health Administration.

**National Truck Equipment Association (NTEA):** standards are available through NTEA, 37400 Hills Tech Drive, Farmington Hills, MI 48331-3414 Ph. (248) 489-7090

**From:** Nicole Arnold  
**Bcc:** "[eric@bidocean.com](mailto:eric@bidocean.com)", "[gbs@bidnet.com](mailto:gbs@bidnet.com)", "[mpanzica@brownevans.com](mailto:mpanzica@brownevans.com)", "[statelocalresearch@deltek.com](mailto:statelocalresearch@deltek.com)", "[tgillings@phoenixchamber.com](mailto:tgillings@phoenixchamber.com)", "[blanca.hurtado@usipc.com](mailto:blanca.hurtado@usipc.com)", "[frazier@mansfieldoil.com](mailto:frazier@mansfieldoil.com)", "[SOURCEMGMT@ONVIA.NET](mailto:SOURCEMGMT@ONVIA.NET)", "[kamold@petroleumtraders.com](mailto:kamold@petroleumtraders.com)", "[gnewton@petroleumtraders.com](mailto:gnewton@petroleumtraders.com)", "[susie@pioneerdistriubing.com](mailto:susie@pioneerdistriubing.com)", "[tdyson@propetroleum.com](mailto:tdyson@propetroleum.com)", "[egonzalez@rcpfuel.com](mailto:egonzalez@rcpfuel.com)", "[koepk@scfuels.com](mailto:koepk@scfuels.com)", "[im@uniondistributing.com](mailto:im@uniondistributing.com)", "[joe.odonnell@wnr.com](mailto:joe.odonnell@wnr.com)", "[Aaron@westernstatespetroleum.com](mailto:Aaron@westernstatespetroleum.com)", Darryl Woodson  
**Subject:** COM Addendum #1 Gasoline & Diesel Fuel for the COM & Mesa Unified School Dist No 4  
**Date:** Thursday, March 28, 2013 7 37 00 AM  
**Attachments:** [2013057 Addendum 1.pdf](#)

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Hello,

Please find attached a copy of Addendum #1 (which will be available on the purchasing website with the next hour and a half) in the above mention IFB. If there are any questions, please see pg 1 of the original IFB, where you will find the Buyer and Buyer Aide's email addresses to submit your questions.

Thank you,

*Nicole Arnold*

Purchasing Department  
Buyer Aide  
City of Mesa  
20 E Main St Suite 400  
Mesa, AZ 85201  
Ph 480-644-2653  
Fx 480-644-2655



TO All Bidders Receiving Request for Bid #2013057  
Gasoline & Diesel Fuel for the City of Mesa and the Mesa Unified School District  
No 4

FROM Darryl Woodson, Senior Buyer *DW*

DATE March 28, 2013

SUBJECT Addendum # 1 – Questions and Answers – Revised Pricing and Compensation  
Pages and Detailed Specifications

All bidders are hereby notified that this addendum is to respond to questions submitted in reference to the gasoline and diesel fuel solicitation. Also attached are Revised Pricing and Compensation Pages and Revised Detail Specifications for item 13, Fuel Specifications.

All other terms and conditions remain unchanged. Bidders are reminded that sealed bids are due in the Purchasing Office no later than 3.00 p m MST on April 4, 2013.

Please contact me at (480) 644-3261 with any questions you may have regarding this addendum.

c Jim Ruiz  
Bruce Bingham, MPS  
Patty Norhtey, MPS

- Q Who is the current Contractor (s)?  
A Supreme Oil Company
- 2 Q Will payment to the contractor be made via check or ACH?  
A Check
- 3 Q Will the term Extension and Renewal be upon mutual agreement between the City and Contractor or at the sole discretion of the City?  
A Yes, City discretion
- 4 Q Will the City consider changing the pricing from OPIS Weekly to OPIS Daily Rack Average?  
A No
- 5 Q Please confirm if orders will be at the industry standard of 70% of tank capacity  
A Yes
- 6 Q On page 22, what date should I use for the OPIS price?  
A March 25
- 7 Q On page 23 it says to use OPIS average based on March 25th, is this the same for page 22?  
A Yes
- 8 Q What is the typical tank size for the deliveries? Are we to use 7500 gallons as the basis all around?  
A Typical tank-size order is 7,500 gals for ULSD and 8,500 for CBG unleaded
- 9 Q Will we be able to charge surcharge as a separate line item on your invoice or, do you want it rolled into our fixed differential?  
A Standard Terms & Conditions S 39, No surcharges
- Q Will we be able to charge the Pump charge as needed for any above ground tanks on the invoice?  
A No
- 11 Q Will the A/P department accept email or faxed invoices for faster turnaround?  
A No
- 12 Q Do you pay Net 30 via EFT, Check or Credit Card?  
A Check
- 13 Q Has there been any Addendums issued prior to this email?  
A No
- 14 Q What is the anticipated award date?  
A 5/6/2013
- 15 Q When is the first board meeting after the opening?  
A 4/15/2013
- 16 Q Will a decision be made at the board meeting or sometime before then?  
A No
- 17 Q How many years have you been with your current vendor?  
A 5 years
- 18 Q When will the bid tabulations be made available?  
A Will be on the City's web site within 24 hours after opening
- Q Have you ever terminated a contract for convenience?  
A No, not for fuel



- 20 Q What city in Arizona are we to base our OPIS pricing off from?  
A Phoenix
- 21 Q Would you accept a firm fixed price for the length of the contract?  
A No
- 22 Q Please clarify that the OPIS Gross Weekly Thursday PM Posting Unbranded Rack Average index will be acceptable. The exact index type is not listed in the specifications.  
A Yes, the OPIS Gross Weekly Unbranded Rack Average is acceptable
- 23 Q Which sites will consume biodiesel? #2 ULS Diesel is the only listed as the diesel fuel type. If biodiesel will be consumed please provide the exact percentage required along with the base feedstock requirements.  
A The two largest City sites, Fleet Services West and East (locations #1 and 6) are the only sites currently using biodiesel. However, this is a very volatile situation for the City. Because of ever-changing vehicular fleets and ADEQ air-quality requirements, the City cannot give a gallon estimate for B20 or straight diesel at this time. This is why the bid is written the way it is.
- 24 Q Please clarify if the Contractor shall be responsible for the fuel additive or if this will be handled by the City and School District?  
A The contractor is responsible

**REVISED DETAILED SPECIFICATIONS**

- 1 **PROJECT MISSION.** We are dedicated to providing superior services to our customers in order to improve the quality of life for Mesa residents, businesses and visitors. We are looking for vendors who share that dedication and will help us meet that goal.
- 2 **PROJECT GOAL.** To establish a three (3) year supply contract for gasoline and diesel fuel for the City of Mesa and the Mesa Unified School District No. 4.
- 3 **INVENTORY LEVELS.** The bidder's inventory level of the item(s) bid shall be sufficient to provide daily support of the Buyers' requirements. Failure to supply item(s) within 24 hours of order placement may result in ordering from an alternate supplier. Repeated incidents of late delivery shall be grounds for termination of the contract.
- 4 **HAZARD COMMUNICATION REQUIREMENTS.** The successful bidder agrees to provide Material Safety Data Sheets for all substances that come under the Federal Toxic and Hazardous Substance - Hazard Communication Standard, (reference - Occupational Safety and Health Standard, Subpart -2- Toxic and Hazardous Substances - Hazardous Communication Standard Section 1910 - 1200 Hazard Communication). MSDS copies will be provided separately and simultaneously to the City and the District.
- 5 **OPIS INDEX PRICING.** Bidders must insert a price per gallon and the estimated total pricing (excluding tax) based on the quoted discount/markup and the OPIS index price for the issue date specified on page 23 of the Pricing and Compensation section of this solicitation. In the event of a discrepancy between the unit price and extension, the unit price will govern. Bid prices shall be in cents per gallon to four decimal points and shall be based upon the "Oil Price Information Service (OPIS)" index for Arizona. Bidders will insert the amount of markup or discount upon which their price is calculated against the OPIS index. Pricing during the contract will be based on the OPIS average rack price as determined each Thursday and will be in effect for the week following publication as outlined in the OPIS index. The successful bidder shall e-mail a copy of the weekly OPIS index to the City's Fleet Services office and the school's District Vehicle Maintenance office.
- 6 **EXCISE TAX REBATES & ON ROAD AND OFF ROAD TAXES.** Barring future prohibitive legislation, the successful bidder agrees to sell all gasoline and diesel fuel to the City and the District FREE OF FEDERAL EXCISE TAX. Both the City and the District are F E T exempt, and the supplier agrees to accept responsibility for filing for tax credits or refunds in accordance with IRS Notice 88-13 (February 8, 1988) and the Budget Reconciliation Act of 1987. The City and the District will furnish exemption certificates upon request.
- 7 **DELIVERY LOCATIONS**

**CITY OF MESA:**

Location No.	Department Name/Address	Type of Fuel	Tank Qty - Size in Gal. per Tank.
1	Fleet Services (West) 300 East 6th Street Mesa, AZ	CBG (Clean Burning Gasoline) Ethanol 10% Unl  #2 ULS Diesel	6 - 12,000  3 - 12,000
2	Falcon Field Airport Police/Fire/Customer Service Substation 4534 E McKellips Road Mesa, AZ	CBG Ethanol 10% Unl  #2 ULS Diesel	1 - 10,000  1 - 10,000
3	Dobson Ranch Police/Fire/Customer Service Substation 2505 S Dobson Road Mesa, AZ <b>Secure Site</b>	#2 ULS Diesel	1 - 10,000
4	Dobson Ranch Golf Course 2155 S Dobson Road	#2 ULS Diesel	1 - 3,000

**REVISED DETAILED SPECIFICATIONS**

Location No.	Department Name/Address	Type of Fuel	Tank Qty - Size in Gal. per Tank.
	Mesa, AZ		
5	Mesa Police Department 130 North Robson Mesa, AZ	#2 ULS Diesel	1 - 550
6	Fleet Services (East) 6935 E Decatur Mesa, AZ	CBG Ethanol 10% Unl #2 ULS Diesel	6 - 12,000 3 - 12,000
7	Superstition Police/Fire Substation 2430 South Ellsworth Mesa, AZ <b>Secure Site</b>	CBG Ethanol 10% Unl #2 ULS Diesel	1 - 12,000 1 - 12,000
8	Red Mountain Police Substation 4333 E University Dr Mesa, AZ <b>Secure Site</b>	CBG Ethanol 10% Unl	2 - 15,000
9	Fiesta Police Substation 1010 W Grove Ave Mesa, AZ <b>Secure Site</b>	CBG Ethanol 10% Unl	2 - 15,000
*10	Queen Creek Utility Yard 34630 N Schnepf Road, Queen Creek, AZ	CBG Ethanol 10% Unl	1 - 1,000 above-ground tank
*11	Fire Station #205 730 S Greenfield Road, Mesa, AZ	#2 ULS Diesel	1 - 580 above-ground trailer
*12	Fire Station #216 7966 E McDowell Road, Mesa, AZ	#2 ULS Diesel	1 - 1000 above-ground tank
13	Various generator stations located around the City that may require deliveries of up to 1,000 gals Annually	CBG Ethanol 10% Unl	Varies

Location #1 will use approximately 66% of the total estimated fuel quantity Location #1 will place all orders and specify the delivery site at time of order Unless noted otherwise, all tanks are below ground, but not all are subject to "LUST" tax \* Above ground locations are exempt

The City's three (3) Police substations are secured sites Deliveries to these locations must be made between 6 30 AM and 2 30 PM weekdays

All deliveries must be phoned in to City personnel located at drop site at least 30 minutes prior to delivery

**MESA UNIFIED SCHOOL DISTRICT NO. 4**

Location No.	Department Name/Address	Type of Fuel	Tank Qty - Size in Gal.
1	Transportation Dept 549 N Stapley, Mesa, AZ	CBG Ethanol 10% #2 ULS Red Dye	1 - 20,000 2 - 20,000
2	Broadway - Satellite 109 East Broadway, Mesa, AZ	CBG Ethanol 10% Unl #2 ULS Diesel #2 ULS Red Dye	1 - 10,000 1 - 10,000 1 - 15,000
3	Fremont - Satellite 837 N Power Road, Mesa, AZ	CBG Ethanol 10% Unl #2 ULS Red Dye	1 - 10,000 3 - 10,000
<p><b>Note:</b> Location #1 will order all fuel and specify the delivery site at time of order. All tanks are below ground, but not all are subject to "LUST" tax. Buyers will specify which locations are exempt. Delivery hours: Stapley- 5:00am to 6:00 pm Fremont- 5:00am to 6:00 pm Broadway- 5:00am to 5:00 pm</p>			

## REVISED DETAILED SPECIFICATIONS

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- 8 **SPLIT DELIVERY AND TOP-OFF LOAD REQUIREMENTS.** Both the City and the District currently request that some deliveries be split between two locations. It is highly preferable that these services continue to be available. The Arizona Department of Weight and Measures requires an annual vapor recovery test be performed on all qualifying tanks. In order to comply with this directive, top-off loads will be requested as necessary. The bidder shall indicate whether split deliveries and top-off loads are offered in the space provided on the bid form and specify the charges, if any, for such services.
- 9 **SPILLAGE.** The supplier will be responsible for the clean-up of any contamination or spillage resulting from delivery and unloading. A clear notation of all spills must be made on all delivery tickets and the order desk must be notified immediately after the spill occurs.
- 10 **DELIVERY TICKETS.** As required by ADEQ Tier II laws, all delivery tickets must delineate the supplier's name, address, brand of fuel, grade of fuel and dip stick reading prior to unloading and shall be provided at time of delivery. An additional notation of the spill bucket being clean and dry when the driver leaves the drop site must all be made on the delivery ticket. The buyer shall only authorize payment for the actual quantity of fuel delivered to each site.
- 11 **DELIVERY METHOD.** Tank Wagon deliveries for gasoline and diesel shall be for a maximum of 4,999 gallons. Truck and Trailer deliveries for gasoline shall be for a minimum of 5,000 gallons. Vehicles shall be owned or leased by the Seller and operated by employees of the Seller.
- 12 **INVOICING INSTRUCTIONS**

### City of Mesa

The City will pay the supplier within 10 days of product acceptance, providing a properly documented delivery ticket and a certified invoice, in duplicate, is furnished to

City of Mesa  
Fleet Services  
310 E 6th Street  
P O BOX 1466  
Mesa, AZ 85211-1466

### Mesa Unified School District

The District will pay the supplier within 10 days of product acceptance, providing a properly documented delivery ticket and a certified invoice, in duplicate, is furnished to

Mesa Unified School District No 4  
Accounts Payable  
63 E Main Street #101  
Mesa, AZ 85201-7422

### General Note

Prices and extensions must appear on all copies of an invoice. The supplier will be promptly notified of any disputed invoice.

- 13 **FUEL SPECIFICATIONS.** Gasoline to be refinery blended. Bidders shall furnish detailed specifications of the fuel offered upon request. MSDS sheets are required to be submitted with the bid
- Motor Fuel Specifications  
**Unleaded Gasoline**, 87 minimum octane per ASTM D-4814  
Pricing Unit = Gallon  
**Diesel Motor Fuel, Ultra-Low Sulphur** per ASTM D-975-02, Grade 2D and Federal Specification VVF-8008, Grade of 2  
Pricing Unit = Gallon

**REVISED DETAILED SPECIFICATIONS**

**Diesel Motor Fuel, Ultra-Low Sulphur** (Red Dye) per ASTM D-975-02, Grade 2D and Federal Specification VVF8008, Grade of 2

Pricing Unit = Gallon

**Diesel Motor Fuel, Biodiesel, B20** per ASTM D-6751, Grade 2D and Federal Specification VVF8008, Grade of 2

Pricing Unit = Gallon

<b>SPECIFICATIONS FOR FUEL GRADE ETHANOL</b>		
		<b>Method of Test</b>
Appearance	Clear, Bright	Visual
Color, Platinum-Cobalt	50 Maximum	ASTM D1209
Specific Gravity, 20/20DEG C	0.7887 - 0.7954	ASTM D1298
Ethyl Alcohol, Vol %	94.4 Minimum	-
Water, Weight %	0.82 Maximum	ASTM D1744
Acidity, AS CH <sub>3</sub> COOH, Maximum	0.007 Mass %	ASTM D1613
Non-Volatile Residue, mg/100 ml	5.0 Maximum	ASTM D1353
Copper Content, ppm	0.1 Maximum	Atomic Absorption
Additive	A detergent and corrosion inhibitor package will be added to the ethanol. DuPont DMA-67Y or equivalent at the rate of 180 lbs to 1,000 barrels of ethanol.	

14 **OXYGENATED FUEL PROGRAM.** Maricopa County has mandated an oxygenated fuel program to be used by each agency during predetermined months of this contract. The bidder must be able to supply unleaded regular gasoline as an oxygenated blend that will comply with Maricopa County requirements. This should include the ability to supply ethanol.

15 **INSURANCE REQUIREMENTS.** Contractor shall maintain coverage for all general, contractual and products liability risks normally associated with the goods and materials and/or services covered by this contract.

The Contractor shall maintain at all times during the term of this contract, a minimum amount of \$3 million per occurrence/\$5 million aggregate Commercial General Liability insurance, including Contractual Liability. For General Liability insurance, the City of Mesa, their agents, officials, volunteers, officers, elected officials or employees shall be named as additional insured, as evidenced by providing an additional insured endorsement.

The Contractor shall maintain at all times during the term of this contract, a minimum amount of \$1 million per occurrence Automobile Liability insurance.

The Contractor shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statute.

Prior to the execution of the Contract, the Contractor shall provide the City with a Certificate of Insurance (using appropriate ACORD certificate) SIGNED by the Issuer, applicable endorsements, and the City reserves the right to request additional copies of any or all of the above policies, endorsements, or notices relating thereto.

When the City requires a Certificate of Insurance to be furnished, the Contractor's insurance shall be primary of all other sources available. When the City is a certificate holder, the Contractor agrees that no policy shall expire, be canceled or materially changed to affect the coverage.

**REVISED PRICING AND COMPENSATION**

**SAMPLE PRICING FOR EVALUATION PURPOSES ONLY**

Item No.	Fuel Type - Description	Unit Cost	Est. Combined Annual Qty	Extension
1	CBG Ethanol 10% Unleaded Gasoline	\$	1,200,000 gal	\$
2	#2 ULS Diesel & Biodiesel Fuels (B20)	\$	925,000 gal	\$
3	#2 ULS Diesel - Red Dye	\$	875,000 gal	\$
<b>TOTAL BID</b>				
FOB Destination, excluding all applicable taxes and based on the OPIS average rack price for Arizona published on March 25, 2013				

**APPLICABLE TAXES**

Provide percentage or price to be added to each gallon of fuel for the following:

TAXES	DIESEL GASOLINE	UNLEADED GASOLINE
City*	_____ %	_____ %
State	_____ %	_____ %
Road	_____ ¢ per gal	_____ ¢ per gal
Lust**	_____ ¢ per gal	_____ ¢ per gal
Super Fund	_____ ¢ per gal	_____ ¢ per gal.

\*The City of Mesa is exempt from Mesa City Sales Tax  
Mesa Unified School District is liable for Mesa City Sales Tax

\*\*Federal & Arizona combined

Vendor Name \_\_\_\_\_

Date \_\_\_\_\_

**REVISED PRICING AND COMPENSATION**

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FOB Destination

Freight Costs Unit prices should include all Shipping and Transportation Costs

No fuel surcharges will be accepted

Payment terms (not less than net 30 days) \_\_\_\_\_

Prompt Payment Discount of \_\_\_\_\_ % if invoices are paid within, \_\_\_\_\_ days of receipt

Does Bidder agree to honor the prices, terms and conditions to other agencies as specified in section S 38?

\_\_\_\_\_ Yes \_\_\_\_\_ No (A "no" answer will not disqualify your bid )

Bidder complies with S 9 "Compliance with Applicable Law"? \_\_\_\_\_ Yes \_\_\_\_\_ No

The fuel is (list manufacturer, brand, etc ) \_\_\_\_\_

Can delivery be made within 24 hours of receipt of an order

Yes \_\_\_\_\_ No \_\_\_\_\_

If "no", explain \_\_\_\_\_

Will bidder provide

- a split load deliveries Yes \_\_\_\_\_ No \_\_\_\_\_
- b tank top-off deliveries Yes \_\_\_\_\_ No \_\_\_\_\_

If "yes", what is the cost for one extra stop \$ \_\_\_\_\_

For additional stops \$ \_\_\_\_\_ each

Does the bidder agree to make an oxygenated blend of unleaded regular gasoline available that will comply with Maricopa County requirements?

Yes \_\_\_\_\_ No \_\_\_\_\_

If "no", explain \_\_\_\_\_

**ADDENDA**

Bidders are responsible for verifying receipt of any addenda issued by checking the City's website at [www.mesaaz.gov/purchasing](http://www.mesaaz.gov/purchasing) prior to the bid opening (see 12) Failure to acknowledge any addenda issued may result in a response being deemed non-responsive

**Acknowledgement of Receipt of Addenda (initial for each addenda received, if applicable):**

Addenda #1 \_\_\_\_\_

Addenda #2 \_\_\_\_\_

Vendor Name \_\_\_\_\_

Date \_\_\_\_\_

Addendum 1 IFB Bid #2013057 3/28/13

Submit Date	Company Name	Contact Person	Contact Telephone	E Mail Address
3/21/2013 4:23	Bid Ocean	Eric Johnson	970-237-4411	eric@bidocean.com
3/21/2013 7:45	Bidnet	Rebecca Burnham	8006771997	gbs@bidnet.com
3/27/2013 7:01	Brown Evans Distributing Co.	Mark Panzica	480-962-6111	mpanzica@brownevans.com
3/21/2013 0:34	Deltek	Charminia Quizon	571 306.5946	statelocalresearch@deltek.com
3/27/2013 11:34	gpcc	taylor g	6020000000	tgillings@phoenixchamber.com
3/20/2013 11:04	IPC (USA), Inc.	Blanca Hurtado	949-648-5620	blanca.hurtado@usipc.com
3/27/2013 14:47	Mansfield Oil	John Frazier	678-207-3605	jfrazier@mansfieldoil.com
3/20/2013 15:23	ONVIA, INC	SOURCE MANAGEMENT	206-373-9500	SOURCEMGMT@ONVIA.NET
3/21/2013 5:28	Petroleum Traders Corporation	Kelly Arnold	260-207-6375	karnold@petroleumtraders.com
3/25/2013 9:47	Petroleum Traders Corporation	Gayle Newton, Contract Sales Manager	800-348-3705 x1002	gnewton@petroleumtraders.com
3/27/2013 12:00	Pioneer Distributing Co	T. Susie Ingram	480-204-6792	susie@pioneedistributing.com
3/21/2013 16:09	Pro Petroleum Inc.	Tiffany Dyson	702-632-0863	tdyson@propetroleum.com
3/20/2013 11:33	River City Petroleum	Ed Gonzalez	(916) 371- 4960	egonzalez@rcpfuel.com
3/20/2013 11:11	SC Fuels	Karen Koep	805-389-3550	koepk@scfuels.com
3/20/2013 11:25	Union Distributing	Jim Kaskie	602-358-2411	jim@uniondistributing.com
3/20/2013 11:51	Western Refining Wholesale, Inc	Joe O'Donnell	602-286-1825	joe.odonnell@wnr.com
3/20/2013 11:12	Western States Petroleum	Aaron Williamsen	602-316-1293	Aaron@westernstatespetroleum.com



**LINKING AGREEMENT  
BETWEEN  
THE CITY OF GLENDALE, ARIZONA  
AND  
SUPREME OIL COMPANY**

**EXHIBIT C**  
Scope of Work

**PROJECT**

Gasoline and Diesel Fuel Purchase for city fleet by the Equipment Management Division of Public Works on an "as required" basis for the City of Glendale, per City of Mesa Contract #2013057 awarded to Supreme Oil Company on May 20, 2013.

**LINKING AGREEMENT  
BETWEEN  
THE CITY OF GLENDALE, ARIZONA  
AND  
SUPREME OIL COMPANY**

**EXHIBIT D**

**METHOD AND AMOUNT OF COMPENSATION**

Method of payment is provided in Section 3 of the Agreement. The amount of compensation, including installation of products and services, is provided in the rate sheet and award pursuant to City of Mesa, Gasoline and Diesel Fuel Contract #2013057 and attached hereto.

**NOT TO EXCEED AMOUNT**

The total amount of compensation paid to Contractor for full completion of all work required by the Project during the entire term of the Project must not exceed \$3,400,000.00 annually or \$10,200,000 for the term of the contract.

**DETAILED PROJECT COMPENSATION**

Contract prices will be tied to the "Oil Price Information Service" (OPIS) index for Arizona and prices will be in cents per gallon to four decimal points. Pricing and Compensation listing is shown on the attached table.



## Legislation Description

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**File #: 15-602, Version: 1**

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**AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT FOR A COOPERATIVE PURCHASE OF HYDRAULIC HOSES, FITTINGS, PARTS AND SERVICE WITH BRIDGESTONE HOSEPOWER, LLC**

Staff Contact: Jack Friedline, Director, Public Works

**Purpose and Recommended Action**

This is a request for City Council to authorize the Acting City Manager to enter into a linking agreement with Bridgestone Hosepower, LLC, (Bridgestone) for the repair of heavy duty trucks and equipment in an amount up to \$45,000 for the initial term, effective upon signing of the agreement and running through August 31, 2016; and to authorize the City Manager to renew the agreement, at the City Manager's discretion, for an additional two years, in one-year increments based on satisfactory performance and the annual renewal of Contract No. 13PB052 by the City of Scottsdale, in an amount not to exceed \$135,000 over the full three-year period.

**Background**

The Public Works Department maintains a diverse fleet of vehicles and associated equipment used to support key city operations including police and fire services, sanitation solid waste collection and disposal divisions, transportation services transit division, and water services distribution, collection and reclamation divisions. The purchase of parts, service and accessories for the repair of heavy duty trucks and equipment from outside vendors is required to keep vehicles and machinery functioning properly. The cost for this service is charged back to the responsible departments.

Bridgestone Hosepower, LLC is used for the purchase and repair of hydraulic and air conditioning hoses and fittings on city heavy duty trucks and equipment.

Bridgestone was awarded a bid by City of Scottsdale for the purchase of hydraulic and air conditioning hoses, fittings and service and staff is requesting to utilize the cooperative purchase with Strategic Alliance for Volume Expenditures (SAVE). SAVE is a consortium of local municipalities, in which Glendale is a member. Contract No. 13PB052 was awarded on September 3, 2013 and ends on August 31, 2016, and included an option to renew the term of the contract for an additional two, one year periods, allowing the contract to be extended through August 31, 2018.

Cooperative purchasing allows counties, municipalities, schools, colleges and universities in Arizona to use a contract that was competitively procured by another governmental entity or purchasing cooperative. Such purchasing helps reduce the cost of procurement, allows access to a multitude of competitively bid contracts, and provides the opportunity to take advantage of volume pricing. The Glendale City Code authorizes cooperative purchases when the solicitation process utilized complies with the intent of Glendale's procurement processes. This cooperative purchase is compliant with Chapter 2, Article V, Division 2, Section 2

-149 of the Glendale City Code, per review by Materials Management.

**Analysis**

City of Scottsdale has the option to renew contract 13PB052 for an additional two, one-year periods, making it effective September 3, 2013 and running through August 31, 2018.

The city's agreement with Bridgestone Hosepower, LLC will be effective upon signing of the agreement and run through August 31, 2016. Should Council approve the requested authorization for the City Manager to renew the agreement, and with the annual renewal of the City of Scottsdale contract, the city's agreement with Bridgestone may be extended for an additional two years, in one-year increments, with a final termination date of August 31, 2018. This is a request for expenditure authority only and does not mean that the city will expend the full annual authorized amount of \$45,000 with Bridgestone Hosepower, LLC.

The expeditious repair of the city vehicles is necessary for the equipment to be available for the delivery of essential services to Glendale citizens and customers.

**Community Benefit/Public Involvement**

The use of outside vendors for the repair of heavy duty trucks and equipment supplements internal service capacity and allows for the most expeditious return of vehicles and equipment to city operations for smooth and uninterrupted delivery of service to the public.

Cooperative purchasing produces the lowest possible volume prices and allows for the most effective use of available funding. The bids are publicly advertised and all Arizona firms have an opportunity to participate.

**Budget and Financial Impacts**

Funding is available in the fiscal year (FY) 2015-16 Equipment Management operating and maintenance budget.

Expenditures with Bridgestone are estimated to be \$45,000 for the initial contract year with a not to exceed amount of \$135,000 over the entire term of the agreement.

<b>Cost</b>	<b>Fund-Department-Account</b>
<b>\$45,000</b>	<b>2590-18300-518200, Professional and Contractual</b>

Capital Expense? No

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

**LINKING AGREEMENT  
BETWEEN  
THE CITY OF GLENDALE, ARIZONA  
AND  
BRIDGESTONE HOSEPOWER, LLC**

THIS LINKING AGREEMENT (this "Agreement") is entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between the City of Glendale, an Arizona municipal corporation (the "City"), and Bridgestone Hosepower, LLC, a Delaware limited liability corporation licensed to do business in Arizona ("Contractor"), collectively, the "Parties."

**RECITALS**

- A. On 9/3/2013, under the S.A.V.E. Cooperative Purchasing Agreement, the City of Scottsdale entered into a contract with Contractor to purchase the goods and services described in the Hydraulic & Air Conditioning Hoses & Fittings Contract 13PB052, which is attached hereto as Exhibit A. The Hydraulic & Air Conditioning Hoses & Fittings Contract permits its cooperative use by other governmental agencies including the City. The Hydraulic & Air Conditioning Hoses & Fittings Contract is hereinafter referred to as the Cooperative Purchasing Agreement.
- B. Section 2-149 of the City's Procurement Code permits the Materials Manager to procure goods and services by participating with other governmental units in cooperative purchasing agreements when the best interests of the City would be served.
- C. Section 2-149 also provides that Materials Manager may enter into such cooperative agreements without meeting the formal or informal solicitation and bid requirements of Glendale City Code Sections 2-145 and 2-146.
- D. The City desires to contract with Contractor for supplies or services identical, or nearly identical, to the supplies or services Contractor is providing other units of government under the Cooperative Purchasing Agreement. Contractor consents to the City's utilization of the Cooperative Purchasing Agreement as the basis of this Agreement, and Contractor desires to enter into this Agreement to provide the supplies and services set forth in this Agreement.

**AGREEMENT**

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

1. Term of Agreement. The City is purchasing the supplies and/or services from Contractor pursuant to Cooperative Purchasing Agreement. According to the Cooperative Purchasing Agreement award and rate sheet, which are attached hereto as part of Exhibit B, purchases can be made by governmental entities from the date of award, which was 9/3/2013, until the date the contract expires on 8/31/2016), unless the term of the Cooperative Purchasing Agreement is extended by the mutual agreement of the original contracting parties. The

Cooperative Purchasing Agreement, however, may not extend the contract beyond 8/31/2018. The initial period of this Agreement therefore is the period from the Effective Date of this Agreement until 8/31/2016). The City, however, may renew the term of this Agreement for 2 one-year periods until the Cooperative Purchasing Agreement expires on 8/31/2018. Renewals are not automatic and shall only occur if the City gives the Contractor notice of its intent to renew. The City may give the Contractor notice of its intent to renew this Agreement 30 days prior to the anniversary of the Effective Date to effectuate such a one-year renewal.

2. Scope of Work; Terms, Conditions, and Specifications.

- A. Contractor shall provide City the supplies and/or services identified in the Scope of Work attached as Exhibit C.
- B. Contractor agrees to comply with all the terms, conditions and specifications of the Cooperative Purchasing Agreement. Such terms, conditions and specifications are specifically incorporate into and are an enforceable part of this Agreement.

3. Compensation.

- A. City shall pay Contractor compensation at the same rate and on the same schedule as the Cooperative Purchasing Agreement, unless the City and Contractor agree to a different schedule, as provided in Exhibit D.
- B. The total purchase price for the supplies and/or services purchased under this Agreement shall not exceed forty-five thousand dollars (\$45,000).

4. Cancellation. This Agreement may be cancelled pursuant to A.R.S. § 38-511.

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

6. E-verify. Contractor complies with A.R.S. § 23-214 and agrees to comply with the requirements of A.R.S. § 41-4401.

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

City of Glendale  
c/o Montana Slack  
6210 W. Myrtle Ave. Suite 111  
Glendale, Arizona 85301-1700  
623-930-2621

and

Bridgestone Hosepower  
Peter R. Osterman, Jr.  
50 Industrial Loop N  
Orange Park FL 32073  
(904) 264-1267

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

“City”

City of Glendale, an Arizona  
municipal corporation

By:

\_\_\_\_\_  
Richard A. Bowers  
Acting City Manager

“Contractor”

Bridgestone Hosepower  
a Delaware limited liability corporation

By:

  
Name: Peter R. Osterman, Jr.  
Title: Sr Vice President/CFO

ATTEST:

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

APPROVED AS TO FORM:

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

**LINKING AGREEMENT  
BETWEEN  
THE CITY OF GLENDALE, ARIZONA  
AND  
BRIDGESTONE HOSEPOWER, LLC**

**EXHIBIT A**

City of Scottsdale Hydraulic & Air Conditioning Hoses & Fittings Contract 13PB052)





Purchasing

9191 E. San Salvador Dr.  
Scottsdale, AZ 85258

August 3, 2015

Jerry Sawyer  
HosePower  
3327 N.29<sup>th</sup> Ave.  
Phoenix, AZ 85017

Re: Contract: 13PB052  
**Hydraulic and A/C Hoses and Fittings**

Dear Mr. Sawyer:

Pursuant to your email dated June 9, 2015 and the contract terms and conditions, the City of Scottsdale hereby extends Contract 13PB052 for Hydraulic and A/C Hoses and Fittings for a period of one (1) year. All terms, conditions and pricing shall remain the same.

Contract terms and conditions require current certificates of insurance for Commercial General Liability, Vehicle Liability, and Workers Compensation/ Employer's Liability be on file with the City of Scottsdale. **The certificate(s) provided shall list the City of Scottsdale, its agents, representatives, officers, directors, officials and employees as an additional insured and certificate holder, and include a waiver of subrogation against the City of Scottsdale.** Per contract terms and conditions the following **MINIMUM** amounts of coverage are required:

Commercial General Liability:	\$1,000,000 each occurrence \$2,000,000 Products-Completed Operations Aggregate \$2,000,000 General Aggregate Current certificate on file <b><u>valid through 10/1/2015</u></b>
Vehicle Liability Insurance:	\$1,000,000 each accident Current certificate on file <b><u>valid through 10/1/2015</u></b>
Workers Compensation and Employer's Liability Insurance:	\$100,000 each accident \$100,000 Disease each employee \$500,000 Disease policy limit Current certificate on file <b><u>valid through 10/1/2015</u></b>

Please email, fax or mail to my attention a current ACORD Certificate of Liability Insurance that covers all of the insurance requirements that are indicated above as being **EXPIRED OR MISSING**. Please make sure that the certificate(s) supplied lists the City of Scottsdale, its agents, representatives, officers, directors, officials and employees as an additional insured and certificate holder, include a waiver of subrogation against the City of Scottsdale, and a reference to the **Contract Number 13PB052**, Copies of the insurance certificates should also be sent to the Contract Administrator.

**Failure to supply and keep current the required insurance certificates may render this extension void.**

**When necessary, updated insurance certificates can be emailed, faxed or mailed to my attention using the contact information listed below and copies should be sent to the Contract Administrator.**

**The new term of the extension shall be from September 1, 2015 through August 31, 2016. All provisions of the contract shall remain in effect during the new contract period.**

If you have any questions, please contact me. Thank you.

Sincerely,



==

*Cheryl Champine, CPPB, PSCM* | Bid & Contract Specialist | Purchasing Department | City of Scottsdale

☎ 480-312-5719 | ✉ cchampine@ScottsdaleAZ.gov | 📠 480.312.9019 | 🌐 <http://www.scottsdaleaz.gov/Purchasing>

---

cc: Jesse Montano  
Contract Administrator  
City of Scottsdale

Purchase Order Date: 7/2/2015

PO # P00314067

Reference Purchase Order Number on all documents pertaining to this order.

# CITY OF SCOTTSDALE PURCHASE ORDER



PURCHASING OFFICE  
9191 E. SAN SALVADOR DR  
SCOTTSDALE, AZ 85258  
Phone (480) 312-5700  
Fax (480) 312-5701

Direct all invoices to:  
City of Scottsdale Attn: Accounts Payable  
7447 E. Indian School Rd Ste 210  
Scottsdale, AZ 85251  
Phone 480-312-2432

**ATTN:**  
**HOSEPOWER USA**

3327 N. 29TH AVENUE  
PHOENIX, AZ 85017

**VENDOR #: 144697**

**REQUIRED DATE: 6/30/2016**

**Terms: NET 25 DAYS**

**Ship To: CITY OF SCOTTSDALE**

**ATTN: FLEET**

9191 E SAN SALVADOR DR

SCOTTSDALE, AZ 85258

**Any additional delivery instructions are provided below**

**CONTRACT # / SOLICITATION # (IN ACCORDANCE WITH): 13PB052**

All terms and conditions of the Contract # above control over any and all terms and conditions of this Purchase Order.

**LOAD16 - THIS IS A BLANKET PURCHASE ORDER (PO) TO PROVIDE GOODS AND/OR SERVICES ON AN AS REQUIRED BASIS. DO NOT SHIP OR BEGIN SERVICES WITHOUT THE AUTHORIZATION OF A CITY OF SCOTTSDALE BUYER, CONTRACT ADMINISTRATOR OR DESIGNEE.**

THIS BLANKET PO IS VALID FROM 07/01/2015 THROUGH THE CONTRACT TERM DATE UNLESS EXTENDED BUT NOT BEYOND 06/30/2016.

TOTAL PRICE NOT TO EXCEED (NTE) PURCHASE ORDER VALUE. PURCHASE ORDER VALUE IS NOT A GUARANTEE OF USAGE. ACTUAL TOTAL VALUE OR ORDERS PLACED AGAINST THIS BLANKET PURCHASE ORDER MAY VARY SIGNIFICANTLY.

ALL SHIPMENTS OR SERVICES SHALL BE PROVIDED ONLY WHEN REQUESTED BY A CITY OF SCOTTSDALE BUYER, CONTRACT ADMINISTRATOR OR DESIGNEE.

ALL SPECIFIC PRICING AND RATES ARE TO BE IN ACCORDANCE WITH THE REFERENCED CONTRACT OR SCOPE OF WORK (SOW).

AS APPLICABLE - NO WORK SHALL PROCEED AGAINST THIS BLANKET PURCHASE ORDER UNTIL A CITY OF SCOTTSDALE CONTRACT ADMINISTRATOR ADVISES ACCEPTANCE OF ANY ESTIMATES, QUOTES OR REPAIR WORK.

LINE	QTY	UOM	DESCRIPTION	DISC. CONT'D/PART #/ITEM #	PRICE	EXTENSION
1	1	LS	HYD&A/C HOSE FITGS & HOSE CGS CONTACT: JESSE MONTANO (480) 312-5571		45,000.00	45,000.00

### ACKNOWLEDGEMENT

VENDOR: SIGN, DATE & RETURN A COPY TO BUYER'S ATTENTION.

We hereby acknowledge receipt of your order for the above products/services, agree to be bound by the terms and conditions adopted by reference above under the Contract #/Solicitation # to make shipment/performance as specified on the order.

BY: \_\_\_\_\_ DATE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

CITY OF SCOTTSDALE  
W.J. "Jim" Lane, MAYOR

BUYER: MARGIE VASQUEZ  
MVASQUEZ@SCOTTSDALEAZ.GOV  
PHONE (480) 312-5715  
FAX (480) 312-9135

BY: *Margie Vasquez*  
PURCHASING AUTHORITY

TRADE IN AMOUNT (if applicable):	\$0.00
SUB-TOTAL:	\$45,000.00
TAX (if applicable):	\$0.00
FREIGHT CHARGES:	No Freight Allowed
TOTAL:	\$45,000.00

**Under no circumstances is anything written below this line considered a part of this Purchase Order.**

# **INVITATION FOR BID**



**HYDRAULIC & AIR CONDITIONING FITTINGS AND HOSES**

**IFB # 13PB052**

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HYDRAULIC & AIR CONDITIONING FITTINGS AND HOSES  
IFB # 13PB052

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**INSTRUCTIONS TO BIDDERS**



**HYDRAULIC & AIR CONDITIONING FITTINGS AND HOSES**

**IFB # 13PB052**

The City of Scottsdale invites sealed submittals for the provision of hydraulic & air conditioning fittings and hoses for the City's Fleet Division.

**SOLICITATION CRITICAL DATES**

<b>BID/PROPOSAL SUBMITTAL DUE:</b>	<b><u>2:00 P.M., LOCAL TIME, AUGUST 22, 2013</u></b>
<b>QUESTIONS DUE:</b>	<b><u>2:00 P.M., LOCAL TIME, AUGUST 8, 2013</u></b>
<b>APPROVED ALTERNATE SUBMITTALS DUE:</b>	<b><u>2:00 P.M., LOCAL TIME, AUGUST 8, 2013</u></b>

**1. SUBMITTAL RECEIPT AND OPENING**

**SEALED SOLICITATION SUBMITTALS WILL BE RECEIVED** until **2:00 P.M., LOCAL TIME, AUGUST 22, 2013**, at the Purchasing Department Front Desk located on the second floor of the Scottsdale Corporation Yard Building at 9191 E. San Salvador Dr., Scottsdale, AZ 85258. **All submittals must be date and time stamped at the Purchasing Department front desk on or before the submittal receipt time and date. LATE SUBMITTALS WILL NOT BE ACCEPTED.** To allow staff to complete required internal administrative functions, submittals will be opened, read and the name of each bidder recorded, as a matter of public information, within thirty (30) minutes after the receipt time and date have past.

No Submittal will be considered unless it is submitted on the forms contained herein. **All submittals must be presented in a sealed envelope or box.** The outside of the submittal must be clearly marked with the solicitation number, solicitation title and the submitting company's name. This includes envelopes delivered by Fed Ex, UPS, DHL or other carrier.

**2. PRE-BID CONFERENCE**

(Not Applicable)

**3. INFORMATION REQUESTS**

Requests for additional information relating to this bid should be directed to:

Jim Swaziek  
Bid & Contract Specialist  
480-312-5719  
[jswaziek@scottsdaleaz.gov](mailto:jswaziek@scottsdaleaz.gov)



## INSTRUCTIONS TO BIDDERS



### HYDRAULIC & AIR CONDITIONING FITTINGS AND HOSES

IFB # 13PB052

#### 4. SOLICITATION QUESTIONS

The Bidder shall submit all questions, requests for clarification and inquiries in regards to this Solicitation to Jim Swaziek, no less than eight (8) days prior to the original Solicitation opening date. It is preferred that all questions be submitted via email to the appropriate purchasing staff, [jswaziek@scottsdaleaz.gov](mailto:jswaziek@scottsdaleaz.gov), where possible. When submitting any questions the Bidder should indicate the page number, Section Number/Clause Title and if possible paragraph number that is being questioned.

It is your responsibility to give notice, in the form of written questions before the bid opening on any item or issue in this solicitation that you believe should not be included or contained in any amendment to this solicitation or that the City failed to include in this solicitation that should have been included, and by your notice, the City could have cured the problem if the item or issue had been timely raised or objected to.

Failure to give notice may constitute a waiver of your right to object to the inclusion or lack of inclusion of the item or issue in this solicitation in any subsequent protest filed by you.

All questions, regardless of the method they are communicated (email, regular mail or hand delivered), must be clearly marked as "Solicitation Questions" and state the Solicitation number in the subject line of the email or on the outside of the envelope. If questions are not submitted via email, the submittal envelope **MUST** be clearly marked with Solicitation number and words "SOLICITATION QUESTIONS", or it may be mistaken as an actual bid submittal and not be opened immediately.

All Solicitation questions **MUST** be received by the Purchasing Division by **2:00 P.M., LOCAL TIME, AUGUST 22, 2013**. Any inquiries received after the specified time will be reviewed on an individual basis by the Purchasing staff to determine if a response would be advantageous for the City.

#### 5. APPROVED ALTERNATES

Specifications and plans, if applicable, may contain references to service requirements, equipment and/or materials (patented or unpatented) or "approved alternate(s)." Such references shall be regarded as establishing a standard of quality, finish, appearance, performance or as indicating a selection or design based upon compatibility with existing equipment, materials or details of construction (if applicable) inherent to the project design. Such references shall not be construed as limiting the selection to a specified item, source or design detail. The use of an alternate or substitute, item or source as an approved alternate will be permitted, subject to the following procedure and pursuant to ARS 34-104 if the subject matter of this solicitation involves construction.

## INSTRUCTIONS TO BIDDERS



### HYDRAULIC & AIR CONDITIONING FITTINGS AND HOSES

IFB # 13PB052

#### 5. APPROVED ALTERNATES – CONT'D

- a. The Bidder shall submit a written Request for Alternate to the contact person listed on page one of this solicitation at least eight (8) days prior to the original deadline for receiving Bids. Requests for alternates submitted to the City's contracted Consultant or other City Staff shall not be reviewed. The submittal envelope must be clearly marked with Solicitation Number and "**REQUEST FOR APPROVED ALTERNATE**". Requests must be time stamped by the Purchasing Division by **2:00 P.M., LOCAL TIME, AUGUST 22, 2013**. The approved alternate request shall include all information necessary for proof of quality and suitability for substitution including benefits, engineering design and data (calculations) and/or detailed plan modifications which may be required by the substitution. The Bidder shall submit additional information and/or samples when required.

The Contract Administrator or his representative, will evaluate the information submitted, perform tests when necessary and make comparisons in order to approve or reject the proposal. If rejected, the Contract Administrator shall give notice of rejection to the Bidder submitting the request for approved alternate.

- b. Purchasing, if the request for approved alternate is accepted, shall issue a written addendum to the Solicitation specifying the approved alternates and publish the modification in the same manner as the original solicitation documents.
- c. The Specifications may reference equipment or materials "or alternate". The reference to "or alternate" shall be construed to mean "or approved alternate" in every instance. Use of an alternate or substitute item shall be allowed only if approval was received as outlined in this Section.
- d. For purposes of submitting a Request for Approved Alternate, the "bidder" is defined as the person or firm entering a submittal to the City in response to this solicitation. Therefore the City will not entertain any submittal for an approved alternate from any party not meeting the definition of bidder.

#### 6. ENVIRONMENTAL PROCUREMENT POLICY

The City has established an Environmental Procurement Policy which encourages the inclusion of environmentally responsible products and services available to meet the intended purpose. We encourage the offer of alternatives that broaden the range of environmentally responsible products or services that will meet the performance requirements of this solicitation. IF YOU WISH TO SUBMIT AN ALTERNATIVE, follow the procedures specified in the Instructions to Bidders, Approved Alternate Section of this document., unless the approved alternate clause has been deemed not applicable.

## INSTRUCTIONS TO BIDDERS



### HYDRAULIC & AIR CONDITIONING FITTINGS AND HOSES

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#### **7. PURCHASING WEB SITE**

The Purchasing web site provides a wide variety of information including: capability to download solicitations and plan sheets (if applicable), invoicing guidelines, how to introduce your products, list of Buyers commodity lines, etc. The web site can be accessed at <http://www.scottsdaleaz.gov/Purchasing>. Registering and downloading a solicitation will also provide the supplier with notices of all addendums that are issued.

#### **8. DOWNLOADING SOLICITATIONS**

All solicitation documents; plan sheets/drawings if applicable and addenda are available for download in .pdf format. Bidders may print their own copies of these documents or provide the files to any reprographics/copy center in their area. Bidders will no longer be able to pick-up these documents at the Purchasing Department and plan shipments will no longer be available. There will be one set of plan sheets/drawings (if applicable) available for onsite review only at the Purchasing office located at 9191 E. San Salvador Dr., Scottsdale, AZ 85258.

It is imperative that you download the solicitation from the City website at [www.scottsdaleaz.gov](http://www.scottsdaleaz.gov) in order to be notified of associated addenda.

#### **9. EMAIL NOTIFICATION**

The City of Scottsdale does not maintain a bidder list, however, on the City's main web site page, select the Email Subscriptions link and subscribe to receive a notification of Solicitation Opportunities twice weekly. – [www.scottsdaleaz.gov](http://www.scottsdaleaz.gov)

#### **10. CITY OF SCOTTSDALE PROCUREMENT CODE**

All procurement activities, conducted by the City of Scottsdale, are in conformance with the rules and regulations of the Scottsdale Procurement Code. A copy of the Code is available for review in the Office of the City Clerk located at City Hall, 3939 Drinkwater Boulevard and the Purchasing Office located at 9191 E. San Salvador Drive, Scottsdale, Arizona. A copy of the Code is also available from the Purchasing website:

[http://www.scottsdaleaz.gov/Purchasing/Procurement\\_Code](http://www.scottsdaleaz.gov/Purchasing/Procurement_Code)

A hard copy of the Code is available for purchase, for a fee of \$10.00, at the Purchasing Office.

#### **11. PROSPECTIVE BIDDER'S CONFERENCE**

A prospective bidder's conference may be held. If scheduled, the date and time of this conference will be indicated on the cover page of this document. The purpose of this conference will be to clarify the contents of this Solicitation in order to prevent any misunderstanding of the City's position. This conference will also give Bidders an opportunity to submit any questions and discuss any questions previously submitted.

## INSTRUCTIONS TO BIDDERS



### HYDRAULIC & AIR CONDITIONING FITTINGS AND HOSES

IFB # 13PB052

#### **12. BIDDER'S PRESENTATION**

Bidders may be invited to make a presentation. If invited, Bidders will be notified of the date and time of the presentation by the City of Scottsdale Purchasing Department.

#### **13. INELIGIBLE BIDDER**

The preparer of the bid specifications is not eligible to submit a bid or proposal on the solicitation for which they prepared the specification, nor is the preparer eligible to supply any product to a bidder or Offeror on the solicitation for which they prepared the specification.

#### **14. OBLIGATIONS**

The issuance of this Solicitation does not obligate the City to pay any costs incurred in the preparation and submission of proposals.

#### **15. NON COLLUSION AFFIDAVIT**

By signing the Offer Form/Signature Page of the solicitation, or other official contract form, the Bidder certifies that:

In connection with the performance of this solicitation or any resulting Contract, the Bidder is stating and certifying that the Contractor/Company has not either directly, or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive proposing in connection with the preparation or submission of its Submittal in response to this solicitation or any potential resulting Contract.

If any company is jointly owned or associated through common officers/employees with another company(s) that is/are responding to the same solicitation, both/all of those companies must take all precautions so as to make sure the preparation of their bid or proposal submittal is done completely independent of the other company(s) or individual(s). Specifically, any individual working on preparation, approving or signing one submittal can have no knowledge of or interaction with any other bid or proposal submission from a different company for that same solicitation.

If the subject matter of this solicitation is construction, the bidder shall submit a completed and Notarized Non Collusion Affidavit, stating and certifying that said Bidder/Company has not either directly, or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive proposing in connection with the preparation or submission of its Submittal in response to this solicitation or any potential resulting Contract. The Bidder is to return the completed and notarized Non Collusion Affidavit with their submittal.

#### **16. IMMIGRATION LAW COMPLIANCE**

By signing the Offer Form/Signature Page of this solicitation, the Bidder certifies and warrants that for all solicitations for services (including construction services) it has complied with the E-Verify Program as required by ARS §23-214(A) or will have complied with the requirements of the E-Verify Program before award. Failure to comply with the E-Verify Program may result in the automatic disqualification of the Submittal as being non-responsive or the termination of any contract awarded and the possible forfeiture of any applicable bond.

## INSTRUCTIONS TO BIDDERS



### HYDRAULIC & AIR CONDITIONING FITTINGS AND HOSES

IFB # 13PB052

#### 16. IMMIGRATION LAW COMPLIANCE – CONT'D

The City will include specific "Compliance with Federal and Arizona State Immigration Laws" language in any contract or subcontract it enters into with the successful Bidder. In addition, this language must be included in any subcontracts that the successful bidder enters into with its subcontractors.

#### 17. LAWFUL PRESENCE IN THE UNITED STATES FOR PERSONS

Arizona State law A.R.S. §1-502 (H.B. 2008) requires that all PERSONS who will be awarded a contract and apply for public benefit must demonstrate through a signed affidavit and the presentation of a copy of documentation that they are lawfully present in the United States.

A PERSON is defined as all NATURAL PERSONS/INDIVIDUALS/SOLE PROPRIETORSHIPS as indicated by your W9 Filing. *(This law does not apply to LLP's, LLC's, PLLC's, Corporations, Limited Partnerships or General Partnerships)*

By submitting your quote, bid or proposal to the City you are agreeing that if you are selected as the awardee and meet the criteria as a PERSON you will abide by this law and sign and submit an AFFIDAVIT DEMONSTRATING LAWFUL PRESENCE IN THE UNITED STATES and attach the appropriate copy of your documentation in proof of that statement. Types of acceptable documentation copies are an Arizona Driver's License issued after 1996, Arizona nonoperating identification license, U.S. birth certificate, U.S. Passport, I-94 Form with photograph and several others that are all listed on the Affidavit form that the City will send to you for your completion prior to issuing any contract.

If you have previously done business with the City and already have filed the above Affidavit with copies of an acceptable documentation please indicate when you submitted it. If your acceptable Affidavit is already on file with the City that will be sufficient to meet this requirement.

If you fail to complete and provide a completed Affidavit and accompanying acceptable copy of your documentation, or not advise us of your prior filing within 10 calendar days of being requested by then you may be considered non responsive and disqualified from that award consideration. You can obtain the complete Affidavit form from the City's Purchasing Department at (480) 312-5700 or the City's website at <http://www.scottsdaleaz.gov/Purchasing> on the Vendor Resources page at the bottom right under Forms.

#### 18. TAXES/LICENSES

##### Federal Excise Taxes:

The City of Scottsdale is exempt from certain federal excise taxes. The most common areas where the City is exempt from Federal excise taxes are:

1. Fuel that is used by the City
2. Communication
3. Heavy trucks, trailers and tractors
4. Certain Superfund activity

If there is a specific circumstance that is in doubt you should contact the City to resolve that status of that Federal Excise tax and its applicability.

## INSTRUCTIONS TO BIDDERS



### HYDRAULIC & AIR CONDITIONING FITTINGS AND HOSES

IFB # 13PB052

#### 18. TAXES/LICENSES – CONT'D

##### **Transaction Privilege (Sales) Taxes on the City:**

The City of Scottsdale is not exempt from being charged the appropriate Arizona State, County, and City privilege (sales) taxes on the goods and services that we procure. For suppliers within the state of Arizona the City expects to be charged the appropriate privilege taxes on the invoice. For out of state suppliers that do not have the ability to collect Arizona State privilege taxes the City will self-accrue such Arizona State and City use taxes for collection and payment to the State of Arizona and City of Scottsdale.

**Transaction Privilege (Sales) Taxes on the Supplier / Contractor:** Certain Business Services and Activities may have a City of Scottsdale Privilege (sales) tax liability. To determine the City of Scottsdale tax treatment please visit the following website and view the City of Scottsdale Tax Code and other Privilege and Use tax resources.

Questions pertaining to the applicability of taxes shall be directed to the City of Scottsdale Tax & License Section at 480-312-2400. The Contractor shall be responsible for payment of all applicable taxes due on contract income whether or not such taxes are specifically separated in the bid amount.

<http://www.scottsdaleaz.gov/taxes/>

Certain Business Services and Activities may have a State Privilege (sales) tax liability. To determine the State tax treatment, please visit the following website or contact the Arizona Department of Revenue at 602-716-6578 or 602-716-6657.

<http://azleg.state.az.us/ArizonaRevisedStatutes.asp?Title=42>

To obtain a State of Arizona Privilege (Sales) Tax License Application, please go to the following website:

<http://www.azdor.gov/Business.aspx>

The City of Scottsdale requires a license for service-oriented businesses located in Scottsdale that do not have a City of Scottsdale transaction privilege (sales) tax liability. This includes all activities or acts including, but not limited to service, professionals, trades and occupations, personal or corporate. To engage or continue in business the owner must obtain a Business, Occupational and Professional license. Service oriented businesses located outside the City limits are NOT required to obtain a Business, Occupational and Professional License from the City of Scottsdale.

Please visit the following website for the City of Scottsdale Transaction Privilege & Use Tax License and the Business, Occupational and Professional License applications:

<http://www.scottsdaleaz.gov/licenses/boplicense>

Bidder is solely responsible for any and all tax obligations which may result out of the bidder's performance of this contract. The City has no obligation to pay any amounts for taxes, of any type incurred by the bidder.

## INSTRUCTIONS TO BIDDERS



### HYDRAULIC & AIR CONDITIONING FITTINGS AND HOSES

IFB # 13PB052

#### 18. TAXES/LICENSES – CONT'D

##### **Construction Related Transaction Privilege (Sales) Taxes Responsibility of the Contractor:**

The Contractor shall be responsible for payment of all applicable State of Arizona and City of Scottsdale transaction privilege (sales) taxes due on construction income whether or not such taxes are specifically separated in the bid amount. The taxes are to be reported on either a progressive billing (accrual) basis or cash receipts basis, depending on the method chosen at the time application was made for the Privilege (sales) Tax License.

City Privilege (sales) tax exemptions/deductions may be applicable to certain projects. We advise you to consider this as you prepare your bid. Please review, in detail, Sections 415, 465, and 110 of the Scottsdale Revised City Code, Appendix C to determine if exemptions/deductions are applicable. For tax guidance, please reference the City Code and other tax resources at the following website:

<http://www.scottsdaleaz.gov/taxes/>

The State of Arizona has similar exemptions; please reference ARS Title 42 at the following website:

<http://www.azleg.state.az.us/ArizonaRevisedStatutes.asp?Title=42>

To determine tax treatment of design/build contracts, please contact the Arizona Department of Revenue at 602-255-2060 and the City of Scottsdale Tax Audit Section at 480-312-2629.

Bids will be evaluated and recommended for award based on the total bid cost including tax.

#### 19. CONTRACTOR'S LICENSING REQUIREMENTS

The Contractor shall state his Arizona State Contractor's License Number and Classification on the Bid Form as evidence that he is licensed to contract the work indicated in the specifications at the time of bid submittal.

In accordance with Article 3, Regulation 32-1151 of the Arizona Registrar of Contractors Statutes and Rules, it is unlawful for any person, firm, partnership, corporation, association or other organization, or a combination of any of them, to engage in the business of, submit a bid or respond to a request for qualification/quotation or a request for proposals for construction services as, act or offer to act in the capacity of or purport to have the capacity of a contractor without having a contractor's license in good standing in the name of the person, firm, partnership, corporation, association or other organization at the time of bid submittal, if such licensing is a requirement of the Arizona Registrar of Contractors.

## INSTRUCTIONS TO BIDDERS



### HYDRAULIC & AIR CONDITIONING FITTINGS AND HOSES

IFB # 13PB052

#### **20. LITIGATION**

The Bidder will disclose any issue or potential issue that may have a material bearing on the financial condition, solvency or credit worthiness of the organization. Disclosure includes any material contingent liabilities or uninsured potential losses, involuntary contract terminations in other jurisdictions and any voluntary or involuntary bankruptcy filings over the past 7 years. The Bidder will also disclose any litigation in which the Bidder has been involved in, either as a plaintiff or defendant, within the past 3 years, and the Bidder shall agree to notify the City within 24 hours of any litigation or significant potential for litigation of which the Bidder becomes aware. Further, the Bidder will be required to warrant that it will disclose in writing to the City all litigation involving the Bidder, the Bidder's related organization, owners and key personnel.

#### **21. SUBCONTRACTOR'S LIST**

If, at the time of bidding, any bidder intends to subcontract any portion of this contract, the bidder must complete the information required on the Subcontractor's List preceding the Bid Form and include this list with bid submittal documents.

#### **22. SUBCONTRACTORS**

During the performance of the Contract, the Contractor may engage any additional Subcontractors as may be required for the timely completion of this Contract, unless specifically prohibited by the specification. The addition of any Subcontractors must first receive the approval of the City. The awarded Contractor may relieve Subcontractors of City Tax liability by providing them with a completed Subcontractor Written Declaration form.

In the event of subcontracting, the sole responsibility for fulfillment of all terms and conditions of this Contract rests with the Contractor. The Contractor assumes responsibility for the proper performance of the work of Subcontractors and any acts and omissions in connection with such performance. Nothing in the Contract Documents is intended or deemed to create any legal or contractual relationship between the City and any Subcontractor or Sub-Subcontractor, including but not limited to any third-party beneficiary rights.

#### **23. CONFIDENTIAL INFORMATION**

Requests for nondisclosure of confidential information such as trade secrets and other proprietary data must be made known to the City within the bid submittal.

Bidders are instructed to clearly identify any proprietary information that may be submitted, and, if feasible, package such information in a separate, sealed envelope labeled "Confidential" or "Proprietary".

The City is subject to Arizona statutes and City Charter provisions that permit the inspection of public records. The City cannot insure confidentiality of any portion of a submittal document in the event a public inspection request is made.



## INSTRUCTIONS TO BIDDERS



### HYDRAULIC & AIR CONDITIONING FITTINGS AND HOSES IFB # 13PB052

#### **23. CONFIDENTIAL INFORMATION – CONT'D**

However, in accordance with Section R2-188.23 pertaining to Request for Proposals and Section R2-188.6 pertaining to Invitation for Bids, of the City's Procurement Code, the City shall examine the portions of your proposal noted as "Confidential" and/or "Proprietary". If a determination to disclose the information is made, you shall be so informed.

This is the only notification concerning confidential information that will be given to potential bidders, and this provision should be taken into consideration prior to submitting a bid.

After contract award, and unless otherwise instructed by the bidder, the City shall destroy all information identified as confidential or proprietary in accordance with public records retention requirements.

#### **24. SMALL BUSINESS**

Small, minority owned businesses (MBE/WBE/DBE) are encouraged to respond to City of Scottsdale solicitations.

#### **25. INTERPRETATIONS, ADDENDA**

THE CITY OF SCOTTSDALE WILL NOT BE RESPONSIBLE FOR BIDDERS ADJUSTING THEIR SUBMITTAL BASED ON ORAL INSTRUCTIONS BY ANY MEMBER OF THE CITY STAFF OR BY THE CITY'S CONTRACTED CONSULTANT OR AGENT. SUBMITTALS DEVIATING FROM THE SPECIFICATIONS CONTAINED HEREIN BY ANY MEANS OTHER THAN AN AUTHORIZED ADDENDUM BY THE PURCHASING DIVISION WILL BE SUBJECT TO REJECTION.

Should a Bidder find an ambiguity, inconsistency or error in the Plans if applicable or Specifications, or should he be in doubt as to their meaning, he shall at once notify the contact person listed on page one of this solicitation, who will prepare a written addendum. The City will not be responsible for oral instructions or information.

All questions shall be submitted as per the Solicitations Questions Clause.

Any Addenda issued by the City during the time of bidding are to be included in the Submittal, and will become a part of the Contract. Bidders must acknowledge receipt of all Addenda on the Bid Form in the space provided or by signing the Offer and Acceptance Form. Failure to indicate receipt of addenda may result in a bid submittal being rejected as non-responsive.

A Notice of Addenda will be emailed to those who have provided their email address; or provided by other appropriate means to each bidder, person or firm recorded on the Plan Holder's list. A viewing copy of the Addenda will also be available wherever the Solicitation Documents are kept.

## INSTRUCTIONS TO BIDDERS



### HYDRAULIC & AIR CONDITIONING FITTINGS AND HOSES

IFB # 13PB052

#### 26. SUBMITTAL PROCEDURE

No submittal will be considered unless it is submitted on the bid forms contained herein (or as otherwise requested). Faxed or emailed submittals will not be considered. Erasures, interlineations or other modifications in the submittal shall be initialed by the authorized person signing the Offer & Acceptance/Proposal Signature Page document.

The Bid Form/Pricing Proposal page (if applicable) containing the pricing must be completed, including the acknowledgement of any and all addendum that was issued. The name of the Contractor/Company must be listed on the page.

To be considered responsive, the Offer and Acceptance Form/Proposal Signature page must be signed and dated by an authorized person(s) eligible to sign contract documents for the contractor and is part of the original bid/proposal submittal due at the stated date and time indicated in the solicitation. Consortiums, joint ventures, or teams entering submittals will not be considered responsive unless it is established that all contractual responsibility rests solely with one bidder or one legal entity. The Submittal must indicate the responsible entity.

Submitters should be aware that joint responsibility and liability will attach to any resulting contract and failure of one party in a joint venture to perform will not relieve the other party or parties of total responsibility for performance.

If you wish to mail your submittal please note that it is the submitter's responsibility to ensure the submittal is received at the Front Desk of the Purchasing Office with enough time to have it time and date stamped on or before the solicitation receipt date and time. Faxed or emailed submittals will not be accepted. **LATE SUBMITTALS WILL NOT BE CONSIDERED.**

Submittals received after the time and date specified will be returned to the bidder unopened. A submittal may be withdrawn prior to the time set for opening submittals.

No submittal may be withdrawn for a period of one hundred and twenty (120) days after the date set for receipt of submittals.

At any time prior to the specified solicitation due time and date a Bidder may withdraw the bid. Faxed withdrawals will not be considered.

Submittals received by the City with the signed Offer on the Offer and Acceptance form/Proposal Signature document constitutes a legally binding offer by the contractor.

#### 27. AWARD DETERMINATION

Bids will be evaluated and recommended for award based on the total bid cost excluding all applicable taxes.

The total bid cost amount shall include all costs attendant to the bid such as any preparation charges and transportation and delivery charges fully prepaid by the Contractor to the destination specified in the Bid.

## INSTRUCTIONS TO BIDDERS



### HYDRAULIC & AIR CONDITIONING FITTINGS AND HOSES

IFB # 13PB052

#### **27. AWARD DETERMINATION – CONT'D**

The contract shall be awarded to the lowest responsible and responsive bidder whose bid conforms in all material respects to the requirements and criteria set forth in the Invitation for Bids. The City reserves the right to award by individual line item, by group of line items, or as a total, whichever is deemed most advantageous to the City.

In the event of an "Add Alternate" bid, in order to keep the project within the budget, the City will use the "alternate add" bidding process. Under this procedure, the City will award the contract to the lowest responsive bidder considering the sum of the "base bid" and those "alternate bid items" which are within the budget. City will select the alternates in the order specified in the bid tabs. The City reserves the right not to select any item in the "alternate bid".

#### **28. REJECTION OF BIDS**

The Purchasing Director or City Council reserves the right, as the interest of the City requires, to reject any or all submittals, to waive any informality in submittals received, to award a contract by accepting or rejecting any alternate submittal(s) (additive or subtractive) and reserves the right to reject the submittal(s) of any bidder who has previously failed to perform competently in any contract with the City.

#### **29. PROTESTS**

Pursuant to the City of Scottsdale Procurement Code Section 2-213 an aggrieved person may protest any aspect of a solicitation prior to award of a contract. As used herein, the phrase "any aspect of a solicitation" shall be limited in its interpretation to mean an alleged violation of the City's Procurement Code as it relates to the bid solicitation, its evaluation, or its award.

A protest must be filed within ten (10) calendar days after the protestor, exercising reasonable diligence, knew or should have known of facts and circumstances upon which the protest is based. Failure to protest any issue, fact or circumstance the protestor knew or should have known upon the exercise of reasonable diligence within said ten (10) calendar day period shall forever preclude a hearing based upon that issue, fact or circumstance.

Notice of Awards will be given either through the City Council Meeting Agendas for those contracts being awarded by City Council ( i.e. ,for construction and professional services) or through a Notice of Intent to Award posting, seven (7) calendar days prior to award, on the Purchasing section of the City's Internet Web Site for all administratively awarded contracts. Award of contracts shall be final and no protest pursuant to this section may be filed after award.

A protest must be in writing and shall:  
State the name and address of the aggrieved person.  
Identify the contracting activity and the number of the solicitation.

## INSTRUCTIONS TO BIDDERS



### HYDRAULIC & AIR CONDITIONING FITTINGS AND HOSES

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#### **29. PROTESTS – CONT'D**

Contain a statement of all the grounds for the protest that the protestor then knows or should know based upon the exercise of reasonable diligence. Include supporting exhibits, evidence or documents to substantiate any claims unless not available within the filing time in which case the expected availability date shall be indicated.

Material submitted by a protester shall not be withheld from an interested party except to the extent that the withholding of information is permitted or required by law or as determined pursuant to code provisions for confidential material.

If the protester believes the protest contains material that should be withheld, a statement advising the Director of this fact shall accompany the protest submission.

The written protest must be filed with the Purchasing Director at the following address:

City of Scottsdale  
Purchasing Services Department  
9191 E San Salvador Dr.  
Scottsdale, AZ 85258  
Attn: James Flanagan, Purchasing Director

The Director may dismiss a protest, upon a written determination, before scheduling a hearing if:

The protest does not state a valid basis for protest; or

The protest is untimely pursuant to Procurement Code Section 2-213.

If the director determines a hearing is appropriate under the circumstances, the director shall notify the protestor of the time and place set for a hearing on the protest. The director may also give notice of the hearing to any other persons involved in the solicitation whose interests may be affected by the ruling requested from the director. Any person whose interest is affected shall be permitted to intervene and participate in such hearing.

Nothing contained herein shall require that the protest hearing be held prior to the award, if evidence from the solicitation, its evaluation or its award cannot be released to the public until after the award in order to protect the competitive process or in the best interests of the City.

#### **30. CONTRACT AWARD NOTIFICATION**

Intent to Award notices for contracts conducted as formal solicitations will be posted on Purchasing's website on the Intent to Award listing. Informal solicitations will be posted to the Award listing upon award. Intent to Award and award information can be found at the link provided below:

<https://eservices.scottsdaleaz.gov/eServices/Solicitations/Awards.aspx?CID=0>

## INSTRUCTIONS TO BIDDERS



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#### **30. CONTRACT AWARD NOTIFICATION – CONT'D**

The City Council must approve award of contracts for construction and professional services exceeding the formal procurement limit. Any contract award going to City Council for approval is not binding on the City until after approval by the City Council, even if previously signed by the Contractor and a City representative. All other contracts exceeding the formal procurement limit may be administratively awarded by the Purchasing Director.

**It is the submitter's responsibility to access this information from the City of Scottsdale Purchasing website link provided above. This is the only notification you will receive regarding the posting of Notices of Intent to Award and Award.**

#### **31. AWARD OF CONTRACT**

By signing the Offer portion of the Offer/Acceptance Form as a part of the Response to the Solicitation, the contractor is making a non contingent offer to contract with the City strictly based upon the terms, conditions, and specifications contained in the City's solicitation. The City is under no obligation to accept any identified exceptions. These Bid or Proposal offers do not become contracts until after the Purchasing Director has signed the Acceptance portion of the Offer/Acceptance Form. The contract is then considered awarded to the successful contractor, eliminating the signing of a separate contract.

For that reason, all of the terms, conditions and specifications of the procurement contract are contained in the solicitation, unless any of the terms, conditions or specifications are modified by an addendum to the solicitation, a contract amendment, or by mutually agreed written terms and conditions in the Contract documents.

The effective date of this contract shall be the date the Purchasing Director signs the Offer and Acceptance form, unless another date is specifically stated as the effective date.

The Contractor is cautioned not to begin any billable work or provide any materials or services under this contract until the contractor receives a purchase order document or separate Notice to Proceed.

Once the City has awarded the contract by signing the acceptance portion of the Offer/Acceptance Form, Notice of Contract Award and presenting it to the Contractor, the Contractor is required to provide all additional Bonds and/or Insurance Certificates, and other documentation required to issue the purchase order or Notice to Proceed; within ten (10) calendar days after the date of this Acceptance of Offer or Notice of Contract Award. If the Contractor fails to furnish the required documents within the stated 10 calendar days they may be considered in default and may risk forfeiture of any applicable required Bid Bond. All required documents shall be sent to the Purchasing Representative listed in the solicitation.

#### **32. BID BOND**

(Not Applicable)

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**1. ADDITIONAL SERVICE REQUESTED**

Any service requested which is not specifically authorized by the Contract or written adjustments thereto, requires the issue of a separate purchase order by the City for authorization to perform, and separate billing by the Contractor for payment.

**2. ADVERTISING**

No advertising or publicity concerning the City using the Contractor's services shall be undertaken without prior written approval of such advertising or publicity by the City of Scottsdale.

**3. ARIZONA LAW**

The Contract and all Contract Documents are considered to be made under, and will be construed in accordance with and governed by the laws of the State of Arizona without regard to the conflicts or choice of law provisions. Any action to enforce any provision of this Contract or to obtain any remedy under this Contract will be brought in the Superior Court, Maricopa County, Arizona, and for this purpose, each party expressly and irrevocably consents to the jurisdiction and venue of this Court.

**4. ASSIGNMENT**

Services covered by this Contract may not be assigned or sublet in whole or in part without first obtaining the written consent of the Purchasing Director and Contract Administrator.

**5. ATTORNEY'S FEES**

In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Contract, or on account of any breach or default hereof, the prevailing party shall be entitled to receive from the other party reasonable attorneys' fees and reasonable costs and expenses, determined by the court sitting without a jury, which shall be deemed to have accrued on the commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

**6. AUTHORITY**

Each party hereby warrants and represents that it has full power and authority to enter into and perform this Contract, and that the person signing on behalf of each has been properly authorized and empowered to enter this Contract. Each party further acknowledges that it has read this Contract, understands it, and agrees to be bound by it.

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#### **7. CANCELLATION OF CITY CONTRACTS**

The City may cancel any contract or agreement, without penalty or obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the City's departments or agencies is, at any time while the contract or any extension of the contract is in effect, an employee of any other party of the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract. The cancellation shall be effective when written notice from the City is received by all other parties to the contract, unless the notice specifies a later time (A.R.S. 38-511).

#### **8. CAPTIONS/HEADINGS**

The headings used in the Contract Documents are for ease of reference only and will not in any way be construed to limit or alter the meaning of any provision.

The captions used in this Contract are solely for the convenience of the parties, do not constitute a part of this Contract and are not to be used to construe or interpret this Contract.

#### **9. CERTIFICATE OF INSURANCE**

The successful vendor(s) will be required to furnish the City of Scottsdale a certificate of insurance on a standard insurance industry ACORD™ form or its equivalent when separate insurance requirements are listed under clause #29-Insurance Requirements. The ACORD™ form must be issued by an insurance company authorized to transact business in the State of Arizona. A sample of a standard insurance industry ACORD™ form with the required additional insured language can be found on our Vendor Resources webpage under forms at: <http://www.scottsdaleaz.gov/Purchasing>. Failure to provide a Certificate of Insurance with the appropriate verbiage will result in rejection of your certificate and/or may be cause for contract default. Additionally, Certificates of Insurance submitted without referencing the Solicitation Number will be subject to rejection and discarded.

#### **10. CHANGES IN THE WORK**

The City may at any time, as the need arises, order changes within the scope of the work without invalidating the contract. If such changes increase or decrease the amount due under the contract documents, or in the time required for performance of the work, an equitable adjustment shall be authorized by written Change Order.

The City will execute a formal Change Order based on detailed written quotations from the Contractor for work related changes and/or a time of completion variance. All Change Orders are subject to approval by the City.

Contract Change Orders are subject to the Rules and Procedures within the City's Procurement Code. Change orders to contracts may be executed, according to established rules, when provided for in the original contract.

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**10. CHANGES IN THE WORK – CONT'D**

The Contractor will not perform any additional services without a written Change Order approved by the City. If the Contractor performs additional services without a Change Order, the Contractor will not receive any additional compensation.

**11. CHEMICALS**

Contractors must agree to provide Material Safety Data Sheets ( MSDS ) for all substances that are delivered to the City of Scottsdale, that come under the Federal requirements of 29CFR 1910 Subpart Z - Toxic and Hazardous Substances, which includes 29CFR 1910.1200 - Hazard Communication

All Contractors using chemicals on City of Scottsdale property shall use only the safest chemicals, with the least harmful ingredients. These chemicals shall be approved for use by a City of Scottsdale representative prior to bringing them on property.

Contractors shall make every attempt to apply approved chemicals with highly volatile organic compounds, outside of working hours. Adequate ventilation shall be used at all times during the application of these approved chemicals.

In conjunction with the Occupational Safety and Health Standards, Subpart-Z Toxic and Hazardous Substances, and Section 1910.1200 Hazard Communication, Contractors are hereby informed of the presence of (or possible presence) of chemicals in the area where the work requested will be performed. It is the responsibility of all selected Contractors to contact the City of Scottsdale for specific information relative to the type of chemicals present and location of appropriate material safety data sheets.

**12. COMPLIANCE WITH FEDERAL AND ARIZONA STATE IMMIGRATION LAWS**

Under the provisions of A.R.S. §41-4401, the Bidder warrants to the City that the Bidder and all its subcontractors will comply with all Federal Immigration laws and regulations that relate to their employees and that the Bidder and all its subcontractors now comply with the E-Verify Program under A.R.S. §23-214(A).

A breach of this warranty by the Bidder or any of its subcontractors will be considered a material breach of this Contract and may subject the Bidder or Subcontractor to penalties up to and including termination of this Contract or any subcontract.

The City retains the legal right to inspect the papers of any employee of the Bidder or any subcontractor who works on this Contract to ensure that the Bidder or any subcontractor is complying with the warranty given above.

The City may conduct random verification of the employment records of the Bidder and any of its subcontractors to ensure compliance with this warranty. The Bidder agrees to indemnify, defend and hold the City harmless for, from and against all losses and liabilities arising from any and all violations of these statutes.



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#### **12. COMPLIANCE WITH FEDERAL AND ARIZONA STATE IMMIGRATION LAWS – CONT'D**

The City will not consider the Bidder or any of its subcontractors in material breach of this Contract if the Bidder and its subcontractors establish that they have complied with the employment verification provisions prescribed by 8 USCA §1324(a) and (b) of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. §23-214(A). The "E-Verify Program" means the employment verification pilot program as jointly administered by the United States Department of Homeland Security and the Social Security Administration or any of its successor programs.

The provisions of this Article must be included in any contract the Bidder enters into with any and all of its subcontractors who provide services under this Contract or any subcontract. "Services" are defined as furnishing labor, time or effort in the State of Arizona by a contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property. The Contractor will take appropriate steps to assure that all subcontractors comply with the requirements of the E-Verify Program. The Contractor's failure to assure compliance by all its' subcontractors with the E-Verify Program may be considered a material breach of this Contract by the City.

#### **13. COMPLIANCE WITH FEDERAL AND STATE LAWS**

The City has entered into this Contract with the Bidder relying on his knowledge and expertise to provide the services contracted for. As a part of that reliance, the Bidder represents that he knows and understands the relevant and applicable federal and state laws that apply to the services provided through this Contract, and agrees to comply with these relevant and applicable federal and state laws.

The Bidder understands and acknowledges the applicability to it of the American with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989. The following is only applicable to construction contracts: The Bidder must also comply with A.R.S. § 34-301, "Employment of Aliens on Public Works Prohibited", and A.R.S. § 34-302, as amended, "Residence Requirements for Employees".

#### **14. CONFLICT OF INTEREST**

The City may cancel any contract or agreement, without penalty or obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the City's departments or agencies is, at any time while the contract or any extension of the contract is in effect, an employee of any other party of the contract with respect to the subject matter of the contract. The cancellation shall be effective when written notice from the City is received by all parties to the contract, unless the notice specifies a later time (A.R.S. 38-511).

#### **15. CONTRACT ADMINISTRATOR DUTIES**

The Contract Administrator shall be responsible to audit the billings, approve payments, establish delivery schedules, approve addenda, and assure Certificates of Insurance are in City's possession and are current and conform to the contract requirements.

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#### **16. CONTRACTOR ON SITE SAFETY REPORTING REQUIREMENTS**

For any non-construction City supplier whose service contract(s) (either singular or in aggregate) results in the contractor working 500 or more hours on site at a City of Scottsdale location(s) in any one calendar quarter, the following documentation must be provided by the contractor to the Contract Administrator (CA):

- the contractor's most recent OSHA 300A (if applicable);
- all accident reports for injuries that occurred in the city under the contract during the most recent review period;
- the contractor's current worker's compensation experience modifier;
- the above information is to be provided to the CA initially and every February thereafter as long as the contract is in force;
- the CA will provide this information to Risk Management when requested.

#### **17. CONTRACTS WITH SUDAN AND IRAN**

In accordance with A.R.S. §35-391.06 and 35-393.06, the Bidder certifies that it does not have scrutinized business operations in Sudan or Iran, as defined in A.R.S. §35-391(15) and 35-393(12).

#### **18. CO-OP USE OF CONTRACT**

In addition to the City of Scottsdale, this Agreement may be extended for use by other municipalities, government agencies and governing bodies, including the Arizona Board of Regents, and political subdivisions of the State. Any such usage by other entities must be in accord with the ordinances, charter and/or rules and regulations of the respective entity and the approval of the Contractor.

#### **19. COUNTERPARTS**

This contract may be executed in one or more counterparts, and each originally executed duplicate counterpart of this Contract shall be deemed to possess the full force and effect of the original.

#### **20. ENDANGERED HARDWOODS**

Any construction, building addition or alteration project which is financed by monies of this state or its political subdivisions shall not use endangered tropical hardwood unless an exemption is granted by the Director of the State of Arizona, Department of Administration.

The Director shall only grant an exemption if the use of endangered tropical hardwood is deemed necessary for historical restoration or to repair existing facilities and the use of any substitute material is not practical. Any lease-purchase agreement entered into by this state or its political subdivisions for construction shall specify that no endangered tropical hardwood may be used in the construction unless an exemption is granted by the Director. As used in this subsection, "endangered tropical hardwood" includes ebony, lauan, mahogany or teak hardwood.

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**21. ENTIRE AGREEMENT**

This Contract constitutes the entire understanding of the parties and supersedes all previous representations, written or oral, with respect to the services specified herein. This Contract may not be modified or amended except by a written document, signed by authorized representatives of each party.

**22. EQUAL EMPLOYMENT OPPORTUNITY**

During the performance of this contract the Bidder will follow the Federal government's Affirmative Action guidelines to ensure that employees or applicants applying for employment will not be discriminated against because of race, color, religion, sex or national origin.

**23. ESTIMATED QUANTITIES**

All Quantities referenced in this solicitation document are subject to adjustment dictated by City requirements. Quantities at variance with stated bid quantities may be purchased as required.

**24. EXECUTION OF CONTRACT**

The Contractor shall provide all the required documentation, which can include but may not be limited to, applicable bonds, insurance certificates, IRS W-9 form and other documentation required to issue the purchase order or notice to proceed within ten (10) calendar days after the date of the Acceptance of Offer or Notice of Contract Award by the City. If a separate City Contract is required, the Contractor must execute it within ten (10) calendar days and return it to the City. Failure to complete these requirements within ten (10) calendar days may place the Contractor in default.

**25. FORCE MAJEURE**

The City shall not be held responsible for acceptance of all or any part of the materials tendered for delivery under this Agreement due to federal, state or municipal action, statute, ordinance or regulation, strike or other labor trouble, fire, windstorm or other incidents outside of the City's control which shall make such acceptance impossible or impractical.

Neither party shall be responsible for delays or failures in performance resulting from acts beyond their control. Such acts shall include, but not be limited to, acts of God, riots, acts of war, epidemics, governmental regulations imposed after the fact, fire, communication line failures, or power failures.

**26. FUNDS APPROPRIATION**

If the City Council does not appropriate funds to continue this Contract and pay for required charges, the City may terminate this Contract at the end of the current fiscal period. The City agrees to give written notice to the CONTRACTOR at least 30 days before the end of its current fiscal period and will pay the CONTRACTOR for all approved charges incurred through the end of this period.

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#### **27. INDEMNIFICATION**

To the fullest extent permitted by law, Bidder, its successors, assigns and guarantors, shall defend, indemnify and hold harmless the City of Scottsdale, its agents, representatives, officers, directors, officials and employees from and against all allegations, demands, proceedings, suits, actions, claims, damages, losses, expenses, including but not limited to, attorney fees, court costs, and the cost of appellate proceedings, and all claim adjusting and handling expense, related to, arising from or out of, or resulting from any negligent or willful actions, acts, errors, mistakes or omissions by Bidder relating to work or services performed under this Contract, including but not limited to, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable and any injury or damages claimed by any of Bidder's and Subcontractor's employees.

Insurance provisions set forth in this agreement, if any, are separate and independent from the indemnity provisions of this paragraph and shall not be construed in any way to limit the scope and magnitude of the indemnity provisions. The indemnity provisions of this paragraph shall not be construed in any way to limit the scope and magnitude and applicability of the insurance provisions.

#### **28. INDEPENDENT CONTRACTOR**

The services Contractor provides under the terms of this Contract to the City are that of an Independent Contractor, not an employee, or agent of the City. The City will report the value paid for these services each year to the Internal Revenue Service (I.R.S.) using Form 1099.

City shall not withhold income tax as a deduction from contractual payments. As a result of this, Contractor may be subject to I.R.S. provisions for payment of estimated income tax. Contractor is responsible for consulting the local I.R.S. office for current information on estimated tax requirements.

#### **29. INSURANCE REQUIREMENTS**

##### **Insurance Representations and Requirements**

###### **General**

Contractor agrees to comply with all applicable City ordinances and state and federal laws and regulations.

Without limiting any obligations or liabilities of Contractor, must purchase and maintain, at its own expense, this Contract's stipulated minimum insurance with insurance companies properly licensed by the State of Arizona (admitted insurer) with an AM Best, Inc. rating of B ++ 6 or above or an equivalent qualified unlicensed insurer by the State of Arizona (non-admitted insurer) with policies and forms satisfactory to City of Scottsdale. Failure to maintain insurance as specified may result in termination of this Contract at City of Scottsdale's option.

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**29. INSURANCE REQUIREMENTS – CONT'D**

**Insurance Representations and Requirements – Cont'd**

**No Representation of Coverage Adequacy**

By requiring the insurance stated in this Contract, the City of Scottsdale does not represent that coverage and limits will be adequate to protect Contractor. City of Scottsdale reserves the right to review any and all of the insurance policies and/or endorsements required by this Contract, but have no obligation to do so. Failure to demand any evidence of full compliance with the insurance requirements stated in this Contract or failure to identify any insurance deficiency does not relieve Contractor from, nor be construed or considered a waiver of, its obligation to maintain the required insurance at all times during the performance of this Contract.

**Coverage Term**

All insurance required by this Contract must be maintained in full force and effect until all work or services required to be performed under the terms of this Contract are satisfactorily performed, completed and formally accepted by the City of Scottsdale, unless specified otherwise in this Contract.

**Claims Made**

In the event any insurance policies required by this Contract are written on a "claims made" basis, coverage must extend, either by keeping coverage in force or purchasing an extended reporting option, for 3 years past completion and acceptance of the work or services as evidenced by submission of annual Certificates of Insurance citing applicable coverage is in force and contains the provisions as required for the 3 year period.

**Policy Deductibles and or Self-Insured Retentions**

The policy requirements may provide coverage which contains deductibles or self-insured retention amounts. Any deductibles or self-insured retention are not applicable to the policy limits provided to City of Scottsdale. Contractor is solely responsible for any deductible or self-insured retention amount. City of Scottsdale, at its option, may require Contractor to secure payment of any deductible or self-insured retention by a surety bond or irrevocable and unconditional Letter of Credit.

**Use of Subcontractors**

If any work under this Contract is subcontracted in any way, Contractor must execute a written agreement with Subcontractor containing the same Indemnification Clause and Insurance Requirements as stated in this Contract protecting City of Scottsdale and Contractor. Contractor will be responsible for executing the agreement with Subcontractor and obtaining Certificates of Insurance verifying the insurance requirements.

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## 29. INSURANCE REQUIREMENTS – CONT'D

### Insurance Representations and Requirements – Cont'd

#### Evidence of Insurance

Before starting any work or services under this Contract, Contractor must furnish City of Scottsdale with Certificate(s) of Insurance, or formal endorsements as required by this Contract, issued by Contractor's insurer(s) as evidence that policies are placed with acceptable insurers as specified in this Contract and provide the required coverage, conditions, and limits of coverage and that this coverage and the provisions are in full force and effect. If a Certificate of Insurance is submitted as verification of coverage, City of Scottsdale will reasonably rely upon the Certificate of Insurance as evidence of coverage but this acceptance and reliance will not waive or alter in any way the insurance requirements or obligations of this agreement. If any of the above cited policies expire during the life of this Contract, it is Contractor's responsibility to forward renewal Certificates within ten (10) days after the renewal date containing all the aforementioned insurance provisions.

#### Certificates must specifically cite the following provisions:

1. City of Scottsdale, its agents, representatives, officers, directors, officials and employees must be named an Additional Insured under the following policies:
  - a) Commercial General Liability
  - b) Auto Liability
  - c) Excess Liability - Follow Form to underlying insurance as required.
2. Contractor's insurance must be primary insurance as respects performance of subject contract.
3. All policies, except Professional Liability insurance, if applicable, waive rights of recovery (subrogation) against City of Scottsdale, its agents, representatives, officers, directors, officials and employees for any claims arising out of work or services performed by Contractor under this Contract.
4. If the Contractor receives notice that any of the required policies of insurance are materially reduced or cancelled, it will be Contractor's responsibility to provide prompt notice of same to the City, unless such coverage is immediately replaced with similar policies.

### Required Coverage

#### Commercial General Liability

Contractor must maintain "occurrence" form Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products and Completed Operations Annual Aggregate, and a \$2,000,000 General Aggregate Limit. The policy must cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury. If any Excess insurance is utilized to fulfill the requirements of this section, the Excess insurance must be "follow form" equal or broader in coverage scope than underlying.

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#### 29. INSURANCE REQUIREMENTS – CONT'D

##### Required Coverage – Cont'd

###### Vehicle Liability

Contractor must maintain Business Automobile Liability insurance with a limit of \$1,000,000 each occurrence on Contractor's owned, hired, and non-owned vehicles assigned to or used in the performance of the Contractor's work or services under this Contract. If any hazardous material, as defined by any local, state or federal authority, is the subject, or transported, in the performance of this contract, an MCS 90 endorsement is required providing \$5,000,000 per occurrence limits of liability for bodily injury and property damage. If any Excess insurance is utilized to fulfill the requirements of this section, the Excess insurance must be "follow form" equal or broader in coverage scope than underlying.

###### Workers Compensation Insurance

Contractor must maintain Workers Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of work or services under this Contract and must also maintain Employers' Liability Insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee and \$500,000 disease policy limit.

#### 30. LITIGATION

The Bidder will disclose any issue or potential issue that may have a material bearing on the financial condition, solvency or credit worthiness of the organization. Disclosure includes any material contingent liabilities or uninsured potential losses, involuntary contract terminations in other jurisdictions and any voluntary or involuntary bankruptcy filings over the past 7 years. The Bidder will also disclose any litigation in which the Bidder has been involved in, either as a plaintiff or defendant, within the past 3 years, and the Bidder shall agree to notify the City within 24 hours of any litigation or significant potential for litigation of which the Bidder becomes aware. Further, the Bidder will be required to warrant that it will disclose in writing to the City all litigation involving the Bidder, the Bidder's related organization, owners and key personnel.

#### 31. LOCAL CONDITIONS, RULES AND REGULATIONS

The Bidder shall familiarize himself with the nature and extent of the Contract documents, work to be performed, all local conditions, and federal, state and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the work.

#### 32. MODIFICATIONS

Any adjustments, alterations, additions, deletions, or modifications in the terms and/or conditions of this contract must be made by written Change Authorization approved by the Contract Administrator, Purchasing Director and the Contractor.

If Contractor performs any modification without written Change Authorization, the City shall not be obligated to accept said modification.

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#### **33. NO PREFERENTIAL TREATMENT OR DISCRIMINATION**

In accordance with the provisions of Article II, Section 36 of the Arizona Constitution, the City will not grant preferential treatment to or discriminate against any individual or group on the basis of race, sex, color, ethnicity or national origin.

#### **34. NO WAIVER**

The failure of either party to enforce any of the provisions of the Contract Documents or to require performance of the other party of any of the provisions of this Contract will not be construed to be a waiver of those provisions, nor will it affect the validity of the Contract Documents, or the right of either party to enforce each and every provision.

No delay or failure of either party in exercising any right hereunder, and no partial or single exercise thereof, shall be deemed to constitute a waiver of such right or any other rights hereunder. All waivers must be in writing and signed by the party to be charged. Any waiver by either party of any requirement hereunder shall be deemed to be a specific limited waiver, and shall not be deemed to be a continuing waiver nor a waiver of any other requirement hereof.

#### **35. ORDER OF PRECEDENCE**

In the event of a conflict in the provisions of this solicitation or resulting contract, as accepted by the City and as they may be amended, the following shall prevail in the order set forth below:

1. Signed and fully executed separate Contract or Offer and Acceptance Sheet
2. Special Terms & Conditions of the solicitation
3. General Terms & Conditions of the solicitation
4. Statement or Scope of Work ( SOW )
5. Specifications
6. Attachments
7. Exhibits
8. Instructions to Bidders
9. Other documents referenced or included in the solicitation or contract

#### **36. PATENTS**

The Contractor agrees upon receipt of notification to promptly assume full responsibility for the defense of any suit or proceeding which is, has been, or may be brought against the City of Scottsdale and its agents or bidders for alleged patent and/or copyright infringement, as well as for the alleged unfair competition resulting from similarity in design, trademark or appearance of goods by reason of the use or sale of any goods furnished under this contract and the Contractor further agrees to indemnify the City against any and all expenses, losses, royalties, profits and damages including court costs and attorney's fees resulting from the bringing of such suit or proceedings including any settlement or decree of judgment entered therein.

The City may be represented by and actively participate through its own counsel in any such suit or proceedings if it so desires.



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**37. PAYMENT TERMS**

The City of Scottsdale's payment terms are payment within thirty (30) days except in Title 34 circumstances where payment is required within fourteen (14) days. Payment may be sooner where cash discounts are offered for early payment, however, cash discounts offered will not be considered in determining lowest bidder. In no event will payment be made prior to receipt of an original invoice containing invoice and Purchase Order numbers and receipt of purchased item. The City is not liable for delays in payment caused by failure of the vendor or contractor to send invoice to the address specified below:

CITY OF SCOTTSDALE  
ACCOUNTS PAYABLE  
7447 E. INDIAN SCHOOL ROAD, #210  
SCOTTSDALE, ARIZONA 85251-4468

**38. PRICE REDUCTION**

If Contractor's, manufacturer, or supplier at any time during the course of this contract, makes a general price decrease, to the Contractor, the Contractor shall promptly notify the City in writing and extend such decrease to the City effective on the date of such general price decrease.

**39. RECORDS AND AUDIT RIGHTS**

Bidder's and Subcontractor's books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Contract (all the foregoing hereinafter referred to as "Records") shall be open to inspection and subject to audit and/or reproduction during normal working hours by the City of Scottsdale, or its authorized representative, to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims based on Bidder's or Subcontractor's actual costs (including direct and indirect costs and overhead allocations) incurred, or units expended directly in the performance of work under this Contract. For the purpose of evaluating or verifying such actual or claimed costs or units expended, the City of Scottsdale or its authorized representative shall have access to said Records from the effective date of this Contract for the duration of the work and until three (3) years after the date of final payment by the City of Scottsdale to Bidder pursuant to this Contract.

The City of Scottsdale or its authorized representative shall have access, during normal working hours, to all necessary Bidder and Subcontractor facilities, and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with the provisions of this Article. The City of Scottsdale shall give Bidder or Subcontractor reasonable advance notice of intended audits.

Bidder shall require Subcontractors to comply with the provisions of this Article by insertion of the requirements hereof in any subcontract pursuant to this Contract.

**GENERAL TERMS AND CONDITIONS**



**HYDRAULIC & AIR CONDITIONING FITTINGS AND HOSES**

**IFB # 13PB052**

**39. RECORDS AND AUDIT RIGHTS – CONT'D**

If an audit in accordance with this article, discloses overcharges, of any nature, by the Contractor to the City in excess of one percent (1%) of the total contract billings, the actual cost of the City's audit shall be reimbursed to the City by the Contractor. Any adjustments and/or payments which must be made as a result of any such audit or inspection of the Contractor's invoices and/or records shall be made within a reasonable amount of time (not to exceed 90 days) from presentation of City's findings to Contractor.

**40. REGISTERED/LICENSES**

To be considered responsive, Contractors must be registered/licensed in the State of Arizona, if such registration/license is normally a requirement.

**41. REQUEST FOR TAXPAYER I.D. NUMBER & CERTIFICATION IRS W-9 FORM**

Upon request, the Contractor shall provide the required I.R.S. W-9 FORM which is available from the IRS website at [www.IRS.gov](http://www.IRS.gov) under their forms section.

**42. RISK OF LOSS**

Contractor agrees to bear all risks of loss, injury or destruction of goods and materials ordered as a result of this Invitation for Bid which occur prior to delivery to the City; and such loss, injury, or destruction shall not release Contractor from any obligation hereunder.

The Contractor agrees upon receipt of notification to promptly assume full responsibility for the defense of any suit or proceeding which is, has been, or may be brought against the City of Scottsdale and its agents or vendors for alleged patent and/or copyright infringement, as well as for the alleged unfair competition resulting from similarity in design, trademark or appearance of goods by reason of the use or sale of any goods furnished under this contract and the Contractor further agrees to indemnify the City against any and all expenses, losses, royalties, profits and damages including court costs and attorney's fees resulting from the bringing of such suit or proceedings including any settlement or decree of judgment entered therein.

The City may be represented by and actively participate through its own counsel in any such suit or proceedings if it so desires.

**43. SCOTTSDALE CITY SEAL AND CITY SYMBOL**

The Scottsdale City seal (as defined in S.R.C. § 2-1) and the City symbol are registered marks and are reserved solely for the City's use. Any other use or reproduction of the City's registered marks in any print, digital, or other media and without the City's express, written consent is prohibited. As a breach of this prohibition may impair the City's reputation, dilute its mark(s), or otherwise cause the City irreparable harm, the City shall be entitled to an immediate injunction enjoining such use in addition to any other legal or equitable remedies.

## GENERAL TERMS AND CONDITIONS



### HYDRAULIC & AIR CONDITIONING FITTINGS AND HOSES

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#### 44. SEVERABILITY

If any provision of the Contract Documents or the application of them to any person or circumstance is invalid, illegal or unenforceable to any extent, the remainder of the Contract Documents and their application will not be affected and are enforceable to the fullest extent permitted by law.

#### 45. SUCCESSORS AND ASSIGNS

No right or interest covered by this Contract shall be assigned in whole or in part without the prior written consent of the City.

The CONTRACTOR and the City agree that the provisions of the Contract Documents are binding upon the parties, their employees, agents, heirs and assigns. This Contract extends to and is binding upon the CONTRACTOR, its successors and assigns, including any individual, company, partnership or other entity with or into which the CONTRACTOR merges, consolidates or is liquidated, or any person, corporation, partnership or other entity to which the CONTRACTOR sells its assets.

#### 46. TERMINATION

**Termination for Convenience:** City reserves the right to terminate this contract or any part hereof for its sole convenience with thirty (30) days written notice. In the event of such termination, Contractor shall immediately stop all work hereunder, and shall immediately cause any of its suppliers and subcontractors to cease such work. Contractor shall be paid a reasonable termination charge consisting of a percentage of the order price reflecting the percentage of the work performed prior to the notice of termination, plus actual direct costs resulting from termination.

Contractor shall not be paid for any work done after receipt of the notice of termination, nor for any costs incurred by Contractor's suppliers or subcontractors which Contractor could reasonably have avoided. Contractor shall not unreasonably anticipate the requirements of this contract.

**Cancellation for Cause:** City may also terminate this contract or any part hereof with seven (7) days' notice for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any of the terms and conditions of this contract. Late deliveries, deliveries of products which are defective or do not conform to this contract, unsatisfactory performance as judged by the Contract Administrator, and failure to provide City, upon request, with adequate assurances of future performance shall all be causes allowing City to terminate this contract for cause.

In the event of termination for cause, City shall not be liable to Contractor for any amount, and Contractor shall be liable to City for any and all damages sustained by reason of the default which gave rise to the termination. If it should be determined that City has improperly terminated this contract for default, such termination may be deemed a termination for convenience.

In the event Contractor is in violation of any Federal, State, County or City law, regulation or ordinance, the City may terminate this contract immediately upon giving notice to the Contractor.

## GENERAL TERMS AND CONDITIONS



### HYDRAULIC & AIR CONDITIONING FITTINGS AND HOSES

IFB # 13PB052

#### **47. TESTING OF MATERIALS**

When required in the course of any service or contract the procedures and methods used to sample and test material will be determined by the City. Unless otherwise specified, samples and test will be made in compliance with the following: The City of Scottsdale Minimum Sampling Frequency Guide, The City of Scottsdale Material Testing Manual and the standard methods of AASHTO or ASTM, DSPM and MAG supplements.

The City will provide a pre-qualified City or Independent Testing Laboratory and will pay directly for initial City Acceptance Testing. When the first and subsequent tests indicate noncompliance with the specifications, the cost associated with that noncompliance will be paid for by the Contractor. When the first and subsequent tests indicate noncompliance with the specifications, all retesting will be performed by the same testing agency.

Rejected materials shall be immediately removed and shall not be used in any form for any other part of the work.

#### **48. TIME IS OF THE ESSENCE**

The City and the CONTRACTOR mutually agree that time is of the essence with respect to the dates and times contained in the Contract Documents.

#### **49. WARRANTY**

Contractor expressly warrants that all goods or services furnished under this agreement shall conform to all specifications and appropriate standards, will be new, and will be free from defects in material or workmanship. Contractor warrants that all such goods or services will conform to any statements made on the containers or labels or advertisements for such goods, or services, and that any goods will be adequately contained, packaged, marked and labeled. Contractor warrants that all goods or services furnished hereunder will be merchantable, and will be safe and appropriate for the purpose for which goods or services of that kind are normally used. If Contractor knows or has reason to know the particular purpose for which City intends to use the goods or services, Contractor warrants that such goods or services will be fit for such particular purpose. Contractor warrants that goods or services furnished will conform in all respect to samples. Inspection, test, acceptance of use of the goods or services furnished hereunder shall not affect the Contractor's obligation under this warranty, and such warranties shall survive inspection, test, acceptance and use.

Contractor's warranty shall run to City, its successors, and assigns. Contractor agrees to replace or correct defects of any goods or services not conforming to the foregoing warranty promptly, without expense to City, when notified of such nonconformity by City, provided City elects to provide Contractor with the opportunity to do so. In the event of failure of Contractor to correct defects in or replace nonconforming goods or services promptly, City, after reasonable notice to Contractor, may make such corrections or replace such goods and services and charge Contractor for the cost incurred by City in doing so. Contractor recognizes that City's requirements may require immediate repairs or reworking of defective goods, without notice to the Contractor. In such event, Contractor shall reimburse City for the costs, delays, or other damages which City has incurred.

**SPECIAL TERMS AND CONDITIONS**



**HYDRAULIC & AIR CONDITIONING FITTINGS AND HOSES**

**IFB # 13PB052**

**1. ACCEPTANCE / AGREEMENT**

Any agreement made pursuant to this solicitation must be accepted in writing by the Contractor. If for any reason Contractor should fail to accept the Agreement in writing, any conduct by Contractor which recognizes the existence of an Agreement pertaining to the subject matter hereof shall constitute acceptance by Contractor of the Agreement and all of its terms and conditions. Any terms proposed by Contractor which add to, vary from or conflict with the terms herein are hereby objected to. Any such proposed terms shall be void and the terms herein shall constitute the complete and exclusive statement of the terms and conditions of the Agreement between the parties and may hereafter be modified only by written instrument executed by the authorized representatives of both parties. If any Agreement has been issued by the City in response to a bid and if any of the terms therein are additional to or different from any terms of such bid, then the issuance of the Agreement by the City shall constitute an acceptance of such bid subject to the express conditions that the Contractor assent to such additional and different terms herein and acknowledge that the Agreement constitutes the entire agreement between the City and the Contractor with respect to the subject matter and acknowledged unless Contractor notifies the City to the contrary in writing within ten (10) days of receipt of the Agreement.

**2. ACCOUNT SERVICE SCHEDULE**

The Contractor shall be required to visit the City of Scottsdale Fleet Maintenance Facility (located at 9191 E. San Salvador Dr., Scottsdale, AZ 85258), a **MINIMUM** of once every month. During these visits, the Contractor shall be required to check that all the catalogs covered by the scope of this bid are current and in good serviceable condition. The Contractor shall also see the Contract Administrator or designee, and make sure all returns are taken care of and shall address any other problems or questions that may have arisen during the period preceding the current visit.

**3. CATALOGS**

The Contractor shall provide electronic catalogues (including cross-referencing capabilities) and ordering via the internet at no cost to the City of Scottsdale. Such service shall be in place within two (2) weeks of contract award.

The City would prefer electronic catalogs.

The City would also prefer ordering capabilities via the internet.

**4. CITY OBSERVED HOLIDAYS**

City holiday time frame to be 6:00 P.M. the eve of the holiday until 6:00 A.M. on the day after the holiday.

## SPECIAL TERMS AND CONDITIONS



### HYDRAULIC & AIR CONDITIONING FITTINGS AND HOSES

IFB # 13PB052

#### 4. CITY OBSERVED HOLIDAYS – CONT'D

City Holidays Include: New Years, Martin Luther King, Presidents, Memorial, July 4<sup>th</sup>, Labor Day, (Thanksgiving – Thursday and Friday of the third week in November), Christmas.

- |                           |  |
|---------------------------|--|
| a. Independence Day       | July 4th (or Friday before or Monday after)      |
| b. Labor Day              | 1st Monday in September                          |
| c. Thanksgiving Day       | 4th Thursday in November                         |
| d. Day after Thanksgiving | 4th Friday in November                           |
| e. Christmas Day          | December 25th (or Friday before or Monday after) |
| f. New Year's Day         | January 1st (or Friday before or Monday after)   |
| g. Martin Luther King Day | 3rd Monday in January                            |
| h. President's Day        | 3rd Monday in February                           |
| i. Memorial Day           | Last Monday in May                               |

#### 5. FREIGHT

All shipments of goods covered under the scope of this contract are F.O.B. City of Scottsdale. All standard freight and/or delivery charges shall be included in the unit pricing bid herein. The only allowable freight and/or delivery charges shall be if the Contract Administrator specifically requests other than standard freight and/or delivery (e.g., overnight delivery, etc.). Special freight charges shall be quoted to and authorized by the Contract Administrator prior to invoicing.

#### 6. FUEL SURCHARGES

Fuel surcharges shall NOT be allowable during the term of this contract.

#### 7. INVOICING

All invoices submitted for work done under the scope of this contract **MUST BE ITEMIZED**. Itemized invoices shall contain a **MINIMUM** of the following information:

- Vendor Name
- Remit to Address
- Purchase Order Number
- Invoice Date
- Invoice Number
- Date service/work was completed
- Complete description of work completed
- Location where service/work was performed
- Itemized list of all charges (quantity, description, unit pricing per the contract)
- Tax Amount (if applicable)
- Total Invoice Amount

The Contractor shall submit invoices with all supporting documentation within thirty (30) days after the service/work is completed and approved by the Contract Administrator.

## SPECIAL TERMS AND CONDITIONS



### HYDRAULIC & AIR CONDITIONING FITTINGS AND HOSES

IFB # 13PB052

#### 8. PRICING

Pricing shall be listed on the Bid Form page. Prices bid by the Bidders shall be applicable during the entire initial term of the contract.

For reasons of clarity all submissions of pricing shall be priced in the same unit (size, volume, quantity, weight, etc.) as requested on the Bid Form herein. Bidders failing to comply with this requirement may be declared non-responsive.

Pricing shall be calculated as a percentage discount applied against a Manufacturer's price list (e.g., twenty-five percent (25%) off of list price, fifteen percent (15%) off of jobber price, etc.). **The discount structure quoted by the Bidder shall be applicable during the entire term of the contract including all applicable extensions.** The prices listed on the Bid Form pages **MUST** reflect the pricing discount structure listed on the Bid Form contained in this Solicitation.

A change in pricing may only be requested by the Contractor, thirty (30) days prior to the annual anniversary date of the Contract. The **ONLY** allowable change in pricing shall be an update of the Manufacturer's price sheet. The price sheet structure **MUST** remain the same (i.e. If the Contractor originally bid Jobber Price less fifteen percent (15%) and submitted the Manufacturer's Jobber Price Sheet, at the anniversary date of the contract the **ONLY** change the Contractor can make in regards to pricing is to replace the old Jobber Price Sheet with a current Jobber Price Sheet). No change to the discount percentage shall be allowed. Price sheets can only be updated thirty (30) days prior to the annual anniversary date of the Contract. Failure to request a price sheet change in the timeframe specified herein may result in the denial of any increase requested.

#### 9. PRODUCT TESTING AND QUALITY CONTROL

The City of Scottsdale reserves the right to perform periodic, random, unannounced, testing of any goods delivered under the scope of this contract. The goods shall be tested for conformance to the specifications contained herein. The Contractor shall have twenty-four (24) hours to replace any goods failing the tests conducted by an independent laboratory, at no additional charge to the City of Scottsdale. Furthermore, all costs associated with the failed testing shall be borne by the Contractor.

Three (3) failed test reports within a twelve (12) month period may result in the contract being terminated.

The Contract Administrator or designee will monitor warranty issues by the Contractor. Warranty issues shall average less than five percent (5%) monthly. Warranty issues that exceed five percent (5%) for two (2) consecutive months may result in the contract being terminated.

#### 10. QUALITY STANDARDS OF MATERIAL

If desired by the City, items/services bid shall be subjected to testing, dissection or analysis by a recognized testing laboratory or consultant selected by the City to determine that the material(s)/services(s) submitted for bid conform to the bid specifications. The cost of testing, dissection or analysis shall be borne by the bidder.

**SPECIAL TERMS AND CONDITIONS**



**HYDRAULIC & AIR CONDITIONING FITTINGS AND HOSES**

**IFB # 13PB052**

**11. QUANTITY**

The estimated quantities that will be required during the initial term of this contract are indicated on the Bid Form contained herein.

The actual service requests, and service requests for future years may be more or less, and any quantities listed herein should be used for information purposes only.

The estimated quantities that will be required during the initial term of this contract are indicated on the Bid Form contained herein.

Estimated yearly expenditures from the City's current contract have been approximately fifty thousand dollars (\$50,000) for hydraulic and air conditioning hoses and fittings. Actual purchases will vary based on the needs of City of Scottsdale's Fleet Division and the parts available through the contracted vendor. The above figure is for information purposes only.

The inventory of items listed herein are indicative to the types and an estimated quantity of Flextral parts currently used by the City of Scottsdale. The list is not to be construed as the complete inventory utilized by the City of Scottsdale and is not to be construed as requiring the City of Scottsdale to purchase any specific items or quantities. The list of items and quantities as stated on the Bid Form are furnished to aid the Bidder in internal planning of award.

As the needs of the City of Scottsdale change, it may be necessary to return parts, which were purchased under the scope of this contract and are regularly stocked items by the Contractor. The City of Scottsdale will not authorize payment for any restocking charges or allow time limitation restraints for parts returned for credit during the term of this contract, providing said parts were purchased during the contract period from the Contractor. Credit memos are to be issued for such returns.

**12. SINGLE AWARD**

The City of Scottsdale reserves the right to award this solicitation as deemed in the best interest of the City. While multiple awards are possible, the preferred procedure is to make a single award as a result of this solicitation process.

**13. TERM OF AGREEMENT**

The term of this Contract shall be for a one year period from the effective date of acknowledgment of the Acceptance of Offer/Notice of Award.

The City and Contractor may mutually agree to extend this Contract for four (4) additional one (1) year periods, upon the recommendation of the Contract Administrator, concurrence of the Purchasing Director.

**14. WARRANTY REQUIREMENTS**

All workmanship and materials provided under the scope of this Solicitation shall be warranted for a **MINIMUM** of six (6) months.



**SPECIAL TERMS AND CONDITIONS**



**HYDRAULIC & AIR CONDITIONING FITTINGS AND HOSES**

**IFB # 13PB052**

**14. WARRANTY REQUIREMENTS – CONT'D**

**ALL WARRANTIES SHALL START FROM THE CITY OF SCOTTSDALE IN SERVICE DATE.**

All warranty items/issues/concerns shall be resolved at no charge to the City of Scottsdale. This shall include, but not be limited to, parts, labor, freight, travel, etc. All warranty items/issues/concerns shall be resolved within a time frame determined by the Contract Administrator.

The Contractor shall warranty all parts and services provided by a subcontractor just as if supplied directly by the Contractor.

## SPECIFICATIONS



### HYDRAULIC & AIR CONDITIONING FITTINGS AND HOSES

IFB # 13PB052

#### **1.0 INTENT**

- 1.1 It is the intent of the City of Scottsdale (COS) to award a contract for the provision of miscellaneous hydraulic and air conditioning hoses, fittings, adapters and allied components, on an as needed basis, to be used by the COS Fleet Management Division.

#### **2.0 EQUIPMENT REQUIREMENTS**

- 2.1 The contractor shall furnish the COS with two (2) hose fitting, crimping machines at no additional cost to the COS for the term of this contract.
- 2.2 The two hose fitting, crimping machines shall be new, current model year, state of the art units, complete with all necessary dies, etc. and capable of crimping all the fittings and hoses listed on the Bid Form.
- 2.3 The two hose fitting, crimping machines shall run off of standard one hundred twenty volt alternating current (120 VAC).
- 2.4 The two hose fitting, crimping machines shall be maintained in properly functioning and safe operating condition by the contractor, at no cost to the COS.
- 2.5 The contractor shall supply all training needed to operate the hose fitting, crimping machines, as needed, at no additional cost to the COS, for the entire term of the contract for all COS employees requiring such training.
- 2.6 The hose fitting, crimping machines and their storage cabinets shall remain the property of the contractor.

#### **3.0 MATERIAL AND EQUIPMENT INCLUDED UNDER CONTRACT**

- 3.1 The inventory items listed in the Bid Form are a sampling of items indicative to the types and sizes of miscellaneous hydraulic and air conditioning hoses, fittings and allied components currently used by the COS.
- 3.2 The Bid Form is not to be construed as the complete inventory utilized by the COS.
- 3.3 The inventory items listed herein are not to be construed as requiring the COS to purchase any specific quantities of items listed herein. They are furnished merely to aid the bidder in internal planning. All or part of the inventory list included in this bid package may be used to evaluate this bid.
- 3.4 As the needs of the COS change, it may be necessary to return parts that were purchased on this contract and are regularly stocked items by the contractor. The COS will not authorize payment for any restocking charges or allow time limitation restraints for parts returned for credit during the term of this contract, providing said parts were purchased during the contract period from the contractor. Credit memos are to be issued for such returns at the current buying prices at the time of the return.

## SPECIFICATIONS



### HYDRAULIC & AIR CONDITIONING FITTINGS AND HOSES IFB # 13PB052

#### **4.0 INVENTORY CHANGE OVER**

- 4.1 The COS is currently using "FLEXTRAL" brand hydraulic hose and fittings, but the COS is willing to receive and evaluate bids received from other name brand manufacturers and distributors.
- 4.2 If the contractor's brand bid is not compatible with what is currently being used by the COS, the contractor shall be required to exchange ALL existing crimp type hoses, ferrules and fittings, with the same quantity and type (i.e., JIC, SAE and etc.) of the new stock being supplied at no cost to the COS, or issue a product credit for all existing stock at the current COS value as determined solely by the COS contract administrator.
- 4.3 The contractor shall be required to provide a list of their part numbers, cross referenced from the COS's current "Flextral" part numbers (COS Contract Administrator will provide initial list with "Flextral" part numbers) and label all stock bins with the vendor part number and description.
- 4.4 The contractor shall organize new stock on the COS parts room shelves according to type and part number, i.e. Hydraulic: JIC, SAE, Flared, O-Ring, Flat Face and Air Conditioning.
- 4.5 At the end of the contract, the contractor shall remove all unused contractor product and shall credit the COS for this unused product.

#### **5.0 PRODUCT QUALITY AND SPECIFICATIONS**

- 5.1 All components supplied by the contractor shall be of equal or better quality than the items listed on the Bid Form.
- 5.2 All products supplied by the Contractor shall meet any and all Federal, State, Local, ANSI, SAE, and O.S.H.A. laws, rules, and regulations pertaining to the products covered under the scope of this contract.
- 5.3 The contractor's high pressure hydraulic hoses, from one quarter inch ( $\frac{1}{4}$ " ) inside diameter to three quarter inch ( $\frac{3}{4}$ " ) inside diameter, shall be used for hydraulics, pneumatics, and lubricating oils.
- 5.4 The contractor's hydraulic hose shall be constructed of seamless, oil resistant, synthetic rubber tubing.
- 5.5 The synthetic rubber tubing of the contractor's hydraulic hose shall be reinforced with two (2) braids of high tensile steel wire.
- 5.6 The reinforcement of the contractor's synthetic rubber tubing of the contractor's hydraulic hose shall be covered with oil and weather resistant synthetic rubber.
- 5.7 The contractor's hydraulic hoses shall be non-skive type.

## SPECIFICATIONS



### HYDRAULIC & AIR CONDITIONING FITTINGS AND HOSES

IFB # 13PB052

#### 5.0 PRODUCT QUALITY AND SPECIFICATIONS – CONT'D

- 5.8 The contractor's hydraulic hose shall be very flexible and shall be capable of a MINIMUM of one-half ( $\frac{1}{2}$ ) SAE 100R2 bend radius standards.
- 5.9 The contractor's hydraulic hoses shall meet or exceed SAE 100R2, TYPE AT STANDARDS.
- 5.10 The low pressure (return/suction) hydraulic hoses supplied by the contractor and to be used by the COS for hydraulics, and lubricating oils, shall be from three quarter inch ( $\frac{3}{4}$ " ) inside diameter to one and a quarter inch ( $1\frac{1}{4}$ " ) inside diameter.
- 5.11 The contractor's low pressure (return/suction) hydraulic hoses shall be constructed of seamless, oil resistant, synthetic rubber tubing.
- 5.12 The contractor's low pressure (return/suction) hydraulic hoses shall be reinforced and the reinforcement shall be covered with oil and weather resistant synthetic rubber.
- 5.13 The contractor's low pressure (return/suction) hydraulic hoses shall be non-skive type.
- 5.14 The contractor's low pressure (return/suction) hydraulic hoses shall be very flexible and shall be capable of a MINIMUM of one-half ( $\frac{1}{2}$ ) SAE 100R4 bend radius standards.
- 5.15 The contractor's low pressure (return/suction) hydraulic hoses shall meet or exceeds SAE 100R4, TYPE AT STANDARDS.
- 5.16 The contractor's high pressure hydraulic hoses from one inch (1") inside diameter to one and a quarter inch ( $1\frac{1}{4}$ " ) inside diameter, shall be used for hydraulics, and lubricating oils.
- 5.17 The contractor's high pressure hydraulic hoses shall be constructed of seamless, oil resistant, synthetic rubber tubing.
- 5.18 The contractor's high pressure hydraulic hoses shall be reinforced with four (4) alternated layers of spiraled high tensile steel wire over a fabric layer.
- 5.19 The reinforcement of the contractor's high pressure hydraulic hoses shall be covered with oil and weather resistant synthetic rubber.
- 5.20 The contractor's high pressure hydraulic hoses shall be non-skive type.
- 5.21 The contractor's high pressure hydraulic hoses shall be very flexible and shall be capable of a MINIMUM of one-half ( $\frac{1}{2}$ ) SAE 100R12 bend radius standards.
- 5.22 The contractor's high pressure hydraulic hoses shall meet or exceed SAE 100R12, TYPE AT STANDARDS.

**SPECIFICATIONS**



**HYDRAULIC & AIR CONDITIONING FITTINGS AND HOSES**

**IFB # 13PB052**

**5.0 PRODUCT QUALITY AND SPECIFICATIONS – CONT'D**

- 5.23 The hydraulic hose fittings shall be field crimp type fittings that shall be compatible with the above hose specifications and of the same brand as the contractor's hydraulic hoses.
- 5.24 PLEASE NOTE: Currently the COS is using "one-piece" hydraulic hose fittings except for one inch (1") and one and a quarter inch (1¼"), four wire hose. If the contractor shall be supplying "two-piece" fittings in lieu of the "one-piece" fittings, the contractor MUST include the cost of the required ferrule and crimp sleeve in the unit cost bid on the Bid Form.
- 5.25 The typical refrigerant hose application is R134a.
- 5.26 The HFO-1234y Freon to be introduced in late 2013 by all major manufactures shall be the Freon to be used, by the COS in all equipment purchased with Factory or Dealer installed HFO-1234Y.
- 5.27 The refrigerant hoses inner tube is rubber/nylon/rubber and the reinforcement is 1 fiber braid and the cover is butyl (perforated).
- 5.28 The refrigerant hoses temperature range shall be -22 degrees F to +248 degrees F (-30 degrees C to +120 degrees C) degrees F (-30 degrees C to +125 degrees C) for R134a.
- 5.29 The contractor's refrigerant hoses (air conditioning hoses) shall meet or exceed SAE J2064 Type C Class I standards. All hose and fittings supplied must be compatible with the crimper supplied for hydraulic hose assembly. Dies for air conditioning hose assembly shall be provided at no cost to the COS.
- 5.30 The contractor's refrigerant hoses (air conditioning hoses) and all hose fittings must be compatible with the crimper supplied for hydraulic hose assembly.
- 5.31 The contractor shall supply and supply at no cost to the COS all dies for air conditioning hose assembly.
- 5.32 The working pressures and minimum pounds per square inch (psi) bursting pressures shall be as follows:

5/16" hose	400 working	2,000 psi minimum bursting
13/32" hose	400 working	2,000 psi minimum bursting
½" hose	350 working	1,750 psi minimum bursting
5/8" hose	350 working	1,750 psi minimum bursting

## SPECIFICATIONS



### HYDRAULIC & AIR CONDITIONING FITTINGS AND HOSES

IFB # 13PB052

#### 5.0 PRODUCT QUALITY AND SPECIFICATIONS – CONT'D

5.33 The minimum bend is:

5/16" hose	2
13/32" hose	2-1/2
1/2" hose	3
5/8" hose	4

#### 6.0 QUANTITY

- 6.1 For information purposes to the potential bidder, last fiscal year (12/13) the total of the miscellaneous hydraulic hose, fittings, adapters and allied parts purchased by the COS, was approximately fifty thousand dollars (\$50,000.00) and about six thousand fifty six (6,056) total units.
- 6.2 The breakdown was approximately thirty five hundred (3,500) feet of hose and twenty-five hundred fifty six (2,556) fittings, adapters, and ferrules.
- 6.3 The actual purchases for future fiscal years will vary based on the needs of the COS, and the above figures should be used for information purposes only.

#### 7.0 PURCHASING PROCEDURE

- 7.1 Orders may be phoned, e-mailed, or faxed to the contractor by a member of the COS Fleet Management Parts Supply or other designee.
- 7.2 The contractor must be set-up to accept payment by MasterCard® and Visa® credit cards. Some orders that total less than seven hundred-fifty dollars (\$750.00) maybe paid for using a credit card.
- 7.3 The contractor must be set-up to accept COS Purchase Orders. All orders over seven hundred-fifty dollars (\$750.00) will be done by COS Purchase Order.
- 7.4 All shipments from the Contractor must contain an itemized, priced packing slip.
- 7.5 COS Staff will check in all shipments. Final invoice, submitted for payment, must exactly match the packing slip that accompanied the delivery in quantity, content, extended price and grand total.
- 7.6 Final invoice, submitted for payment, must exactly match the packing slip that accompanied the delivery in quantity, content, extended price and grand total.
- 7.7 All orders placed by the Contractor shall be of the "fill or kill" type. There shall be **NO BACKORDERS** allowed with respect to any orders placed under this bid, unless specifically requested by the Contract Administrator or designee.

## SPECIFICATIONS



### HYDRAULIC & AIR CONDITIONING FITTINGS AND HOSES

IFB # 13PB052

#### **8.0 DELIVERY POINT**

- 8.1 All orders are F.O.B. COS, Fleet Maintenance Facility, 9191 East San Salvador Drive, Scottsdale, AZ and 7601 East McKellips Road or other satellite facilities as added by the COS.
- 8.2 The Contractor shall have in place a delivery service that is capable of making deliveries to either Fleet Maintenance Facility or other satellite facility a MINIMUM of once a day, between the hours of 8:00 AM and 5:00 PM, Monday through Friday (excluding holidays).

#### **9.0 ACCOUNT SERVICE SCHEDULE**

- 9.1 The Contractor shall visit the COS Fleet Maintenance Facility (located at 9191 East San Salvador Drive) and any other satellite facility, a MINIMUM of once every quarter (three (3) months).
- 9.2 During these Account Service visits, the Contractor shall check that all the catalogs covered by the scope of this bid are current and in good serviceable condition.
- 9.3 The Contractor shall also see the Contract Administrator or designee, and make sure all returns are taken care of and shall address any other problems or questions that may have arisen during the period preceding the current visit.

#### **10.0 PACKAGING**

- 10.1 All hydraulic and air conditioning hoses (except when less than standard package quantities are ordered), fittings, and allied parts supplied under this contract shall be delivered in standard package quantities in boxes/bags, with the following MINIMUM information clearly distinguishable on each package:
- Manufacturer's Name
  - Manufacturer Part Number
  - Size (as applicable)

#### **11.0 APPROVED BRANDS FOR BIDDING**

- 11.1 Historically the COS has used many brands of hydraulic and air conditioning hose and fittings.
- 11.2 The following is a list of pre-approved product lines for this contract. If the vendor is supplying products from one of these lines for the purpose of this bid, they DO NOT have to request an approved alternate. If a bidding vendor is supplying products from a product line not listed below, they must follow the procedure for "APPROVED ALTERNATES" as described in the Invitation for Bid.

**SPECIFICATIONS**



**HYDRAULIC & AIR CONDITIONING FITTINGS AND HOSES**

**IFB # 13PB052**

**11.0 APPROVED BRANDS FOR BIDDING – CONT'D**

**11.3 Pre-Approved Vendor Lines for Bidding:**

- Aeroquip
- Air-Way
- Dayco
- Gates
- Imperial Eastman
- Parker
- Weatherhead

**12.0 CONTRACT ADMINISTRATION**

12.1 The Contract Administrator shall be the Fleet Equipment Parts Supervisor or designee. The Contract Administrator will audit the billings, approve payments, establish delivery schedules, approve addenda to the Contract, and generally be responsible for overseeing the execution of the Contract.



## SUBMITTAL CHECKLIST

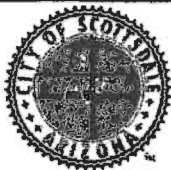


### HYDRAULIC AND AIRCONDITIONING FITTINGS AND HOSES

IFB # 13PB052

To constitute a valid responsive bid by the Bidder to this solicitation, the Bidder's submittal **MUST** include a **MINIMUM** of the following items:

- Offer/Acceptance Document** – Complete Offer portion of the document, signed in ink.
- Bid Form(s)** – Fully completed Solicitation Bid Form(s) including Summary Bid Form Sheet if applicable.
- SUMMARY PRICE SHEET QUOTATION FORM/PARTS CATALOG DISCOUNT FORM** – Fully Completed List.
- Reference List** – Fully completed Reference List.
- Subcontractor's List** – Fully completed Subcontractor' List.
- General Disclosure Form** – Fully completed General Disclosure Form, signed in ink.
- Litigation Disclosure Form** - Fully completed Litigation Disclosure Form, signed in ink.
- Bidder Questionnaire Form** – Fully completed Bidder Questionnaire Form.
- Bid Copies** – Identify and submit one (1) unbound original and one (1) copy of the Bidder's response (Bid copy can be bound if the Bidder so desires). In addition to the required hardcopies, please also provide an electronic copy of the Bidder's complete bid. This electronic copy shall be one (1) file, on a Compact Disc (CD), in Adobe® Acrobat format (PDF), and be an electronic representation of the Bidder's complete response document (signature page, quotation page, sample documents, all attachments, brochures, pamphlets, etc.). The CD shall be labeled with the solicitation number, along with the Bidder's company name.
- Current Catalog** (Inclusive of bid items - CD acceptable)
- Current Price Sheet(s)** from which the bid prices are based



**OFFER AND ACCEPTANCE**

City of Scottsdale  
Purchasing Division  
9191 E. San Salvador Dr.  
Scottsdale, AZ 85258  
Phone: 480-312-5700 - Fax: 480-312-5701

<b>SOLICITATION #</b>	13PB052	<b>SOLICITATION TITLE:</b>	Hydraulic & Air Conditioning Hoses & Fittings
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**OFFER**

**TO THE CITY OF SCOTTSDALE:**  
The undersigned hereby offers and agrees, in accordance with the undersigned's written offer submitted in response to this solicitation, to furnish the material and/or service(s) in compliance with all terms, conditions, specifications, scope of work, and addendums in the solicitation listed above, including written exceptions that are subject to the approval of the City prior to acceptance. The undersigned agrees that the entire solicitation listed above is hereby incorporated by reference as if fully set forth herein.

The Offeror's signature on this OFFER form certifies that he has read, understands and will comply with all terms, conditions and specifications stated in all documents constituting the solicitation. The bidder also certifies it is in compliance with the Non Collusion, Business Dealings with Sudan and Iran and all Federal and Arizona State Immigration Laws.

OFFER MADE - COMPANY INFORMATION		FOR CLARIFICATION OF THIS OFFER, CONTACT:	
Company Name	Hose Power	Printed Name	Scott Dunkel
Address	60 W Baseline #101	Title	Sales
City	Mesa	State	AZ
Zip	85210	Phone	602-709-0403
Signature for Offeror	<i>Scott Dunkel</i>	Date	8-14-13
		Fax	480-281-8990
		E Mail	scottD@HosepowerUSA.com
Printed Name and Title of Authorized Signatory	Scott Dunkel	Address	(if different from Company info)
Federal Employer Tax ID # or SSN as per W9 Statement		City, State, Zip	(if different from Company info)

**ACCEPTANCE OF OFFER, NOTICE OF CONTRACT AWARD**  
( for City of Scottsdale Use Only )

The contractor's offer is hereby accepted by the City of Scottsdale. The Contractor is now bound to sell the materials and/or service(s) and perform based upon the above solicitation, including all terms, conditions, specifications, scope of work, and addendums contained in the Solicitation, as well as any written exceptions that have been separately accepted by the City.

This contract shall henceforth be referred to as Contract # 13PB052

The contract consists of the following documents: 1) Solicitation # 13PB052 and all addendums (if applicable) as issued by the City; 2) The Contractor's Response to the City's solicitation; 3) This signed offer and acceptance and any other applicable contractual agreements, 4) All written exceptions and/or modifications to the solicitation requirements as agreed to by the City and the Contractor as per attachment NA, dated NA.

The Contractor is hereby cautioned not to commence any billable work or provide any material or service under this contract until the Contractor receives a purchase order document from the City.

The Contractor must provide the following checked items within ten (10) calendar days from the date of this Acceptance of Offer, Notice of Contract Award in order for the City to issue the required Purchase Order:  Payment Bond  Performance Bond,  Insurance Certificate(s),  I.R.S. Form W-9/Taxpayer ID No. & Certification,  other documentation as identified. If the Contractor fails to furnish the required documents within the stated ten (10) calendar days they may be considered in default and may be at risk of forfeiture of any applicable Bid Bond posted. All required documents are to be sent to the Bid & Contract Specialist listed in the solicitation.

This document has been approved as to form on the 22<sup>nd</sup> day of July, 2012 by the City Attorney and is on file with the City Clerk. It need not be submitted to the City Attorney for approval unless the form document is altered.

City of Scottsdale, a municipal corporation  
Offer Accepted and Awarded this 3<sup>RD</sup> day of Sept., 2013

Risk Management issues reviewed and approved as to form by City of Scottsdale Risk Management Director July 9, 2013

Recommended award approved by City of Scottsdale Contract Administrator August 22, 2013

*James V. Swarick*  
J. E. Flanagan  
Or Designee James V. Swarick  
As City of Scottsdale Purchasing Director

**BID FORM**



**HYDRAULIC & AIR CONDITIONING FITTINGS AND HOSES**

**IFB # 13PB052**

Pricing shall be calculated as a percentage discount applied against a manufacturer's price list (i.e. twenty-five percent (25%) off of list price, fifteen percent (15%) off of jobber price, etc.). Discounts quoted by the bidder shall be applicable during the entire term of the contract. The prices listed on the Bid Form pages MUST reflect the pricing discount structure listed on the Summary Pricing Sheet contained in this Invitation for Bid.

PLEASE NOTE: Currently the COS is using "one-piece" hydraulic hose fittings except for one inch (1") and one and a quarter inch (1 1/4"), four wire hose. If the contractor shall be supplying "two-piece" fittings in lieu of the "one-piece" fittings, the contractor MUST include the cost of the required ferrule and crimp sleeve in the unit cost bid on the Bid Form.

The current Brand Name for all Hydraulic & Air Conditioning Hoses and Fittings is Flextral. "Linear feet" is abbreviated as LF.

ITEM NO.	BRAND NAME	PART NUMBER	DESCRIPTION	NEW BRAND / PART NUMBER	QUANTITY	UNIT PRICE	EXTENDED PRICE
1	Flextral	A3901 SLEEVE	1.14 Hydraulic hose cover	NS-114	200 feet	\$ 0.90	\$ 180
	Flextral	A3903 SLEEVE	1.38 Hydraulic hose cover	NS-130	170 feet	\$ 1.441.03	\$ 175.10
3	Flextral	A3905 SLEEVE	1.810 Hydraulic hose cover	NS-175	400 feet	\$ 1.16	\$ 464
4	Flextral	A3906	2.19 Hydraulic hose cover	NS-219	300 feet	\$ 2.36	\$ 708
5	Flextral	E0402MP FITTING	1/4X1/8 MALE PIPE FITTING		5 each	\$ 2.25	\$ 11.25
6	Flextral	E0404MP FITTING	1/4X1/4 MALE PIPE FITTING		15 each	\$ 2.06	\$ 30.90
7	Flextral	E0604MP	3/8X1/4 MALE PIPE FITTING		5 each	\$ 2.56	\$ 12.80
8	Flextral	E0804MP	- 1/2X1/4 MALE PIPE FITTING		5 each	\$ 15.63	\$ 78.15
9	Flextral	E0806MP	1/2X3/8 MALE PIPE FITTING		5 each	\$ 3.04	\$ 15.20
10	Flextral	E1212MP	3/4X3/4 MALE PIPE FITTING		10 each	\$ 4.84	\$ 48.40

COMPANY NAME: Hose Power

**BID FORM - CONT'D**



**HYDRAULIC & AIR CONDITIONING FITTINGS AND HOSES**  
**IFB # 13PB052**

ITEM NO.	BRAND NAME	PART NUMBER	DESCRIPTION	NEW BRAND / PART NUMBER	QUANTITY	UNIT PRICE	EXTENDED PRICE
11	Flextral	N1616MP	1IN X1IN MALE PIPE FITTING		5 each	\$ <u>11.18</u>	\$ <u>55.90</u>
12	Flextral	OB04VBU	GASKET - ORING #4 BOSS		25 each	\$ <u>.18</u>	\$ <u>4.50</u>
13	Flextral	OB06VBU	GASKET-ORING #6 BOSS		40 each	\$ <u>.06</u>	\$ <u>2.40</u>
14	Flextral	OB08VBU	Gasket - O-Ring #8 BOSS		170 each	\$ <u>.10</u>	\$ <u>17</u>
15	Flextral	OB10VBU	Gasket - O-Ring #10 BOSS		20 each	\$ <u>.35</u>	\$ <u>7</u>
16	Flextral	OB12VBU	Gasket - O-Ring #12 BOSS		40 each	\$ <u>.09</u>	\$ <u>3.60</u>
17	Flextral	OB16VBU	GASKET- ORING #16 BOSS		80 each	\$ <u>.40</u>	\$ <u>32</u>
18	Flextral	OB20VBU	GASKET-ORING #20 BOSS		10 each	\$ <u>.17</u>	\$ <u>1.70</u>
19	Flextral	PX25004	HYD HOSE 1/4" HIGH PRESSURE		200 LF	\$ <u>1.17</u>	\$ <u>234</u>
20	Flextral	PX25006	HYD HOSE-3/8" HIGH PRESSURE		200 LF	\$ <u>1.50</u>	\$ <u>300</u>
21	Flextral	PX25008	HYD HOSE 1/2" HIGH PRESSURE		1000 LF	\$ <u>1.85</u>	\$ <u>1,850</u>
22	Flextral	PX25012	HYD HOSE 3/4" HIGH PRESSURE		700 LF	\$ <u>3.17</u>	\$ <u>2,219</u>
23	Flextral	NX16	HYD HOSE 1" HIGH PRESSURE		1000 LF	\$ <u>7.56</u>	\$ <u>7,560</u>
24	Flextral	NX20	HYD HOSE 1 1/4" HIGH PRESSURE		100 LF	\$ <u>9.66</u>	\$ <u>966</u>
25	Flextral	PUR004SILICONE	HOSE 1/4" BLUE SILICONE	<u>AU 16-025DL</u>	10 LF	\$ <u>3.32</u>	\$ <u>33.20</u>
26	Flextral	PUR006SILICONE	HOSE 3/8" BLUE SILICONE	<u>AU 16-039-100DL</u>	10 LF	\$ <u>2.43</u>	\$ <u>24.34</u>

COMPANY NAME: Hose Power

**BID FORM – CONT'D**



**HYDRAULIC & AIR CONDITIONING FITTINGS AND HOSES**

**IFB # 13PB052**

27	Flextral	PUR008SILICONE	HOSE ½" BLUE SILICONE	AW16-050-050BL	5 LF	\$ 41.86	\$ 24.30
28	Flextral	PU010SILICONE	HOSE 5/8" BLUE SILICONE	AW16-063-250BL	5 LF	\$ 5.70	\$ 28.50
29	Flextral	PUR012SILICONE	HOSE ¾" BLUE SILICONE	AW16-075-100BL	5 LF	\$ 4.95	\$ 24.75
30	Flextral	PUR016SILICONE	HOSE 1" BLUE SILICONE	AW16-100-100BL	5 LF	\$ 9.52	\$ 47.60
31	Flextral	PUR020SILICONE	HOSE 1 ¼" BLUE SILICONE	AW16-104-50BL	5 LF	\$ 11.80	\$ 59.00
32	Flextral	E0606FF	FITTING ½" FLAT FACE STRAIGHT		2 each	\$ 3.29	\$ 6.58
	Flextral	E0606FF90	FITTING ½" FLAT FACE 90 DEGREE		2 each	\$ 9.09	\$ 18.18
34	Flextral	E0608FF	FITTING 1/4"X1/2" FLAT FACE		14 each	\$ 4.19	\$ 58.66
35	Flextral	E0608FF45	FITTING 1/4"X1/2" FLAT FACE 45 DEGREE		4 each	\$ 9.83	\$ 39.32
36	Flextral	E0608FF90	FITTING 1/4"X1/2" FLAT FACE 90 DEGREE		8 each	\$ 10.97	\$ 87.76
37	Flextral	E0808FF	FITTING ¾" FLAT FACE		5 each	\$ 4.34	\$ 21.70
38	Flextral	E1012FF90	FITTING 5/8"X3/4" FLAT FACE		5 each	\$ 16.84	\$ 84.20
39	Flextral	E1012FF	FITTING 5/8"X3/4" FLATE FACE		5 each	\$ 9.14	\$ 45.70
40	Flextral	N1616FF	FITTING 1" FLAT FACE		10 each	\$ 20.13	\$ 201.30
41	Flextral	N1616FF90	FITTING 1" FLAT FACE 90 DEGREE		5 each	\$ 43.63	\$ 218.15
42	Flextral	N1616FF90L	FITTING 1" FLAT FACE 90 DEGREE LONG		5 each	\$ 48.24	\$ 241.20

COMPANY NAME: Hose Power

**BID FORM - CONT'D**



**HYDRAULIC & AIR CONDITIONING FITTINGS AND HOSES**

**IFB # 13PB052**

43	Flextral	E0404FJ	FITTING 1/2" JIC, STRAIGHT	40 each	\$ <u>2.37</u>	\$ <u>94.80</u>
44	Flextral	E0406FJ	FITTING 1/4"X3/8" STRAIGHT	25 each	\$ <u>2.88</u>	\$ <u>72</u>
45	Flextral	E0606FJ	FITTING 3/8"X3/8" STRAIGHT	25 each	\$ <u>2.74</u>	\$ <u>68.50</u>
46	Flextral	E0606FJ90	FITTING 3/8"X 3/8" 90 DEGREE	5 each	\$ <u>7.61</u>	\$ <u>38.05</u>
47	Flextral	E0608FJ	FITTING 3/8" X 1/2" STRAIGHT	5 each	\$ <u>3.15</u>	\$ <u>15.75</u>
48	Flextral	E0808FJ	FITTING 1/2" X 3/8" STRAIGHT	5 each	\$ <u>6.15</u>	\$ <u>30.75</u>
49	Flextral	E0808FJ	FITTING 1/2"X1/2" STRAIGHT	450 each	\$ <u>3.57</u>	\$ <u>1606.5</u>
50	Flextral	E0808FJ45	FITTING 1/2"X1/2" 45 DEGREE	60 each	\$ <u>9.07</u>	\$ <u>544.20</u>
51	Flextral	E0808FJ90	FITTING 1/2"X1/2" 90 DEGREE	50 each	\$ <u>8.88</u>	\$ <u>444.00</u>
52	Flextral	E0808FJ90L	FITTING 1/2"X1/2" 90 DEGREE LONG	10 each	\$ <u>9.91</u>	\$ <u>99.10</u>
53	Flextral	E0810FJ	FITTING 1/2"X5/8" STRAIGHT	30 each	\$ <u>4.09</u>	\$ <u>122.70</u>
54	Flextral	E1212FJ	FITTING 3/4"X3/4" STRAIGHT	145 each	\$ <u>6.06</u>	\$ <u>878.70</u>
55	Flextral	E1212FJ45	FITTING 3/4"X3/4" 45 DEGREE	20 each	\$ <u>15.52</u>	\$ <u>310.40</u>
56	Flextral	E1212FJ90	FITTING 3/4"X3/4" 90 DEGREE	20 each	\$ <u>15.57</u>	\$ <u>311.40</u>
57	Flextral	E1212FJ90L	FITTING 3/4"X3/4" 90 DEGREE LONG	10 each	\$ <u>17.69</u>	\$ <u>176.90</u>
58	Flextral	E0812MJ	FITTING 1/2"X3/4" MALE JIC	5 each	\$ <u>4.83</u>	\$ <u>24.15</u>

COMPANY NAME: Hose Power

**BID FORM - CONT'D**



**HYDRAULIC & AIR CONDITIONING FITTINGS AND HOSES**  
**IFB # 13PB052**

ITEM NO.	BRAND/TYPE	PART NUMBER	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL PRICE
59	Flextral	E0808MJ	FITTING 1/2"X1/2" MALE JIC	24 each	\$ 3.45	\$ 82.80
60	Flextral	E0810MJ	FITTING 1/2"X5/8" MALE JIC	55 each	\$ 4.25	\$ 233.75
61	Flextral	E1212MJ	FITTING 3/4"X3/4" MALE JIC	15 each	\$ 5.68	\$ 85.20
62	Flextral	E1216MJ	FITTING 3/4"X1" MALE JIC	15 each	\$ 8.38	\$ 125.85
63	Flextral	N1616FJ	FITTING 1" FEMALE JIC	140 each	\$ 13.05	\$ 1827
64	Flextral	N1616FJ45	FITTING 1" FEMALE 45 DEGREE	25 each	\$ 33.30	\$ 832.50
	Flextral	N1616FJ90	FITTING 1" FEMALE 90 DEGREE	20 each	\$ 31.54	\$ 630.80
66	Flextral	N1616FJ90L	FITTING 1" FEMALE 90 DEGREE LONG	15 each	\$ 41.94	\$ 629.10
67	Flextral	N1616MJ	FITTING 1" MALE JIC	20 each	\$ 15.29	\$ 305.80
68	Flextral	N1616FF	FITTING 1" FLAT FACE	7 each	\$ 20.13	\$ 140.91
69	Flextral	N1616FF90	FITTING 1" FLAT FACE 90 DEGREE	5 each	\$ 43.63	\$ 218.15
70	Flextral	N2020FJ	FITTING 1 1/4" FEMALE JIC	15 each	\$ 25.96	\$ 389.40
71	Flextral	N2020FJ90	FITTING 1 1/4" 90 DEGREE FEMALE JIC	5 each	\$ 60.33	\$ 301.65
72	Flextral	N2020MJ	FITTING 1 1/4" MALE JIC	5 each	\$ 30.75	\$ 153.75
73	Flextral	C5315X12	FITTING-STEEL ADAPTER	6400-12-12 5 each	\$ 1.72	\$ 8.60

COMPANY NAME: Hose Power

**BID FORM - CONT'D**



**HYDRAULIC & AIR CONDITIONING FITTINGS AND HOSES**

**IFB # 13PB052**

ITEM NO.	BRAND/NAME	ITEM NUMBER	DESCRIPTION	QUANTITY	UNIT PRICE	EXTENDED PRICE	
74	Flextral	C5356X4	FITTING STEEL ADAPTER	6502-04-04	5 each	\$ 2.15	\$ 10.75
75	Flextral	C5365X8	FITTING STEEL ADAPTER	6802-08-08	10 each	\$ 2.93	\$ 29.30
76	Flextral	C5356X16	FITTING STEEL ADAPTER	6502-16-16	10 each	\$ 2.46	\$ 24.60
77	Flextral	C5515X6	FITTING STEEL ADAPTER	6801-06-06	5 each	\$ 2.21	\$ 11.05
78	Flextral	C5515X16	FITTING STEEL ADAPTER	6801-16-16	5 each	\$ 7.90	\$ 39.50
79	<b>SUBTOTAL (Total of all extended pricing for items 1 through 78)</b>						<b>\$ 26,927.74</b>

**AIR CONDITIONING**

1	Flextral	Z0606BTF45	TUBE, #6 BUMPED O-RING FEMALE 45 DEGREE		5 each	\$ 3.86	\$ 19.30
2	Flextral	Z0606BTF90	TUBE #6 BUMPED O-RING FEMALE 90 DEGREE		5 each	\$ 2.79	\$ 13.95
3	Flextral	Z0808BTF90	TUBE #8 BUMPED O-RING FEMALE 90 DEGREE		5 each	\$ 3.13	\$ 15.65
4	Flextral	Z0808BTF90P	TUBE # BUMPED O-RING FEMALE 90 DEGREE R134A PORT		5 each	\$ 8.08	\$ 40.40
5	Flextral	ZX-08	13/32" SAE J2064 Type C Class 1 Air Conditioning Hose		50 LF	\$ 3.72	\$ 186.00
6	Flextral	ZX-10	1/2" SAE J2064 Type C Class 1 Air Conditioning Hose		25 LF	\$ 3.99	\$ 99.75
7	<b>SUBTOTAL (Total of all extended pricing for items 1 through 6)</b>						<b>\$ 375.05</b>

**GRAND TOTAL (Total of all extended pricing for items 1 through 78 AND 1 through 6)** \$ 27,302.79

COMPANY NAME: Hose power



BID FORM - CONT'D



HYDRAULIC & AIR CONDITIONING FITTINGS AND HOSES

IFB # 13PB052

**\*\*TAXES**

1. Do not include any use, or federal excise tax in your bid. The city is exempt from the payment of federal excise tax and will add use tax as applicable.

**DELIVERY DESTINATION**

Delivery Location: Fleet Services - 9191 East San Salvador Drive, Scottsdale, Arizona 85258

1. Delivery terms are F.O.B. destination.
2. Delivery will be completed within same of 1 days after receipt of Purchase Order.
3. Prices quoted herein are effective through completion of delivery against this Contract.

**ADDENDA**

bidder hereby acknowledges receipt of and agrees his bid is based on the following Addenda.

ADDENDUM # IFB DATED 8-14-13 ADDENDUM # \_\_\_\_\_ DATED \_\_\_\_\_

ADDENDUM # \_\_\_\_\_ DATED \_\_\_\_\_ ADDENDUM # \_\_\_\_\_ DATED \_\_\_\_\_

NO BID: If no bid please state reason:

COMPANY NAME: Hose Power

**SUMMARY PRICE SHEET QUOTATION FORM/PARTS CATALOG DISCOUNT FORM**



**HYDRAULIC & AIR CONDITIONING FITTINGS AND HOSES**

**IFB # 13PB052**

A **MINIMUM** of one (1) copy of each price sheet listed below **MUST** be included with the Offeror's submittal document. Price sheets and the indicated discount structure shall be used to verify the prices quoted on all products (\_\_\_\_) herein by the Offeror. **ALL** prices quoted for products herein **MUST** match the price sheet and discount structure indicated below.

ITEM	PRICE SHEET NUMBER AND DATE	PRICING STRUCTURE
<u>EXAMPLE</u> Hanes	Hanes 2032 01/01/08	EQP Less 10%
As Per Last Bid	a net price	sheet
is supplied.	Please note	you will
never be charged	for tooling	that is
on the	List	

**CITY OF MESA**  
**REVISED AS OF 7/18/2013 TABULATION OF BIDS RECEIVED**  
**THURSDAY, JULY 11, 2013**  
**HYDRAULIC HOSE & FITTINGS**  
**(INVITATION FOR BID #2013132)**

\*Revised: responsive and total annual estimates.

Description/Total Net Bid	Alternative Hose Inc. Phoenix, AZ.	FleetPride Mesa, AZ.
Hydraulic Hose & Fittings	Non Responsive – failed to bid mandatory Parker Line.	<p style="text-align: right;"><u>Total Annual Estimate:</u> \$92,010.00</p> <p>Hydraulic Hose 1-5            \$76,797.45            Crimp Fittings 6-14        \$76,780.00            Adapters 15-22             \$12,414.73                                                 \$12,412.50            Protective Sleeve         \$1,247.74                                                 \$1,247.50                                                 \$1,570.00</p>

Description/Total Net Bid	Lubrication Equipment & Supply / The Hose Advantage Store. Mesa, AZ.
Hydraulic Hose & Fittings	<p style="text-align: right;"><u>Total Annual Estimate:</u> \$92,897.00</p> <p>Hydraulic Hose 1-5            \$72,760.00            Crimp Fittings 6-14        \$18,067.00                                                 \$16,576.50            Adapters 15-22             \$1,490.50            Protective Sleeve         \$2,070.00</p>

"No Bid" Response Received From:  
 Arizona Brake & Clutch Supply, Inc. – Phoenix, AZ.

**REFERENCES**



**HYDRAULIC & AIR CONDITIONING FITTINGS AND HOSES**

**IFB # 13PB052**

List minimum of three (3) Arizona customers, excluding the City of Scottsdale, for whom your company has provided service(s) of a similar scope as this Invitation for Bid, during the past three years. Include the length of any contracts listed. Bidders may make multiple copies of this document as needed.

The following questions are asked to enable the evaluation team to assess the qualifications of bidders under consideration for final award. This information may or may not be a determining factor in award of this Solicitation.

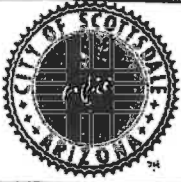
**Company Name:** BTE  
**Company Address:** 7931 E Pecos Rd Bldg #196  
**City/State/Zip:** MESA AZ 85212  
**Contact Person:** Glen Hokason Telephone #: 480-540-7875  
**Email:** \_\_\_\_\_ **Date of Service:** 6 years  
**Type of Service Provided:** sales / Flextral hose

**Company Name:** Town of Gilbert solid waste  
**Company Address:** 900 E Juniper Ave  
**City/State/Zip:** Gilbert AZ 85234  
**Contact Person:** And Lorenz Telephone #: 480-266-6244  
**Email:** \_\_\_\_\_ **Date of Service:** 8 years  
**Type of Service Provided:** sales service Hose & fittings

**Company Name:** City of Glendale  
**Company Address:** 6210 W Myrtle Ave  
**City/State/Zip:** Glendale 85301  
**Contact Person:** RAY Barkhaus Telephone #: 623-918-2696  
**Email:** \_\_\_\_\_ **Date of Service:** 22 years  
**Type of Service Provided:** Bin stock Hose fittings

**YOUR COMPANY NAME:** Hose Power

BIDDER GENERAL DISCLOSURE FORM



HYDRAULIC & AIR CONDITIONING FITTINGS AND HOSES

IFB # 13PB052

Bidder shall respond to each of the questions below by checking the appropriate box and provide supplemental information as needed. Failure to fully and truthfully disclose the information required by this disclosure form may result in the disqualification of your submittal from consideration or termination of the contract, once awarded.

Debarment / Suspension Information – Has the Respondent or any of its principals been debarred or suspended from contracting with any public entity?

YES

NO

If "YES", in an attachment to this form identify the public entity and the name and current phone number of a representative of the public entity familiar with the debarment or suspension, and state the reason for or circumstances surrounding the debarment or suspension, including but not limited to the period of time for such debarment or suspension.

Surety Information – Has the Respondent or any of its principals ever had a bond or surety cancelled or forfeited?

YES

NO

If "YES", in an attachment to this form identify the name of the bonding company, date, amount of bond and reason for such cancellation or forfeiture.

Bankruptcy Information – Has the Respondent or any of its principals ever been declared bankrupt or filed for protection from creditors under State or Federal proceeding in the last seven (7) years?

YES

NO

If "YES", in an attachment to this form identify the date, court, jurisdiction, case number, amount of liabilities and amount of assets.

Scott Dunkel  
Signature

Sales  
Title

Scott Dunkel  
Printed Name

8-14-13  
Date

COMPANY NAME: \_\_\_\_\_

BIDDER LITIGATION DISCLOSURE FORM



HYDRAULIC & AIR CONDITIONING FITTINGS AND HOSES

IFB # 13PB052

Bidder shall respond to each of the questions below by checking the appropriate box and provide supplemental information as needed. Failure to fully and truthfully disclose the information required by this disclosure form may result in the disqualification of your submittal from consideration or termination of the contract, once awarded.

Have you or any member of your Firm or Team to be assigned to this contract ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years?

YES

NO

Have you or any member of your Firm or Team to be assigned to this contract ever been terminated (for cause or otherwise) from any work being performed for the City of Scottsdale or any other Federal, State or Local Government?

YES

NO

Have you or any member of your Firm or Team to be assigned to this contract ever been involved in any claim or litigation with the City of Scottsdale or any other Federal, State or Local Government during the last ten (10) years?

YES

NO

If you answered "YES", to any of the above questions, in an attachment to this form, please indicate the name(s) of the person(s), the nature, and status and/or outcome of the information, indictment, conviction, termination, claim or litigation, as applicable.

Scott Durckel  
Signature

Sales  
Title

Scott Durckel  
Printed Name

8-14-13  
Date

COMPANY NAME: Hose Power

BIDDER QUESTIONNAIRE



HYDRAULIC & AIR CONDITIONING FITTINGS AND HOSES

IFB # 13PB052

Offeror shall answer the following questions and provide supplemental information as needed with their submittal document:

Length of time Offeror has been doing business in the Phoenix Metropolitan area: 25+ Years

Parts Ordering Phone Number: 602-253-3123  
Phone number normally used to phone in an order

Parts Ordering Fax Number: 602-258-2034  
Phone number normally used to fax in an order

Parts Ordering Email Address: \_\_\_\_\_  
Website or Email address normally used to electronically send in an order

Parts Department Operating Hours (Monday – Friday): 730 AM 5 PM  
The normal hours the Parts Department is available to receipt and process orders Monday through Friday.

Parts Department Operating Hours (Saturday): on call service techs  
The normal hours the Parts Department is available to receipt and process orders on Saturday.

Parts Delivery Hours (Monday – Friday): 730-5  
The normal hours the Parts Departments delivery service is available to deliver orders Monday through Friday.

Parts Delivery Hours (Saturday): UPS  
The normal hours the Parts Departments delivery service is available to deliver orders on Saturday.

Average Order Delivery Time (Monday - Friday): same to one day  
The average time it will take for the Offeror to deliver "In-Stock" orders to the Corp. Yard Facility Monday through Friday.

Average Order Delivery Time (Saturday): UPS  
The average time it will take for the Offeror to deliver "In-Stock" orders to the Corp. Yard Facility on Saturday.

Service Department Phone Number: 602-253-3123  
Phone number normally used to phone in an order

Service Department Fax Number: 602-258-2034  
Phone number normally used to fax in an order

Service Department Email Address: \_\_\_\_\_  
Email address normally used to electronically send in an order

Service Department Operating Hours (Monday – Friday): 730-5 pm  
The normal hours the Service Department is available to receipt and process orders Monday through Friday.

Service Department Operating Hours (Saturday): NA call out  
The normal hours the Service Department is available to receipt and process orders on Saturday.

BIDDER QUESTIONNAIRE - CONT'D



HYDRAULIC & AIR CONDITIONING FITTINGS AND HOSES

IFB # 13PB052

COMPANY INFORMATION

Company Local Office Physical Address 60 W Baseline MESA AZ  
 Office Daytime Phone Number 602-253-3123  
 Office Fax Number 602-258-2034  
 Telephone Ordering Phone Number(s) 602-253-3123  
 Company email Address Hose power USA.com  
 Company Operating Hours (Monday - Friday) 730 - 5 pm  
 Company Hours (Saturday) call out

NAME OF MAIN CONTACT  
(assigned to this contract)

Office Phone Number of Main Contract 480-281-6000  
 Cellular Phone Number of Main Contact 602-708-0403  
 Email of Main Contact Scott D @ hose power USA.com

NAME OF COMPANY MANAGER

Office Phone Number of Company Manager 602-253-3123  
 Email of Company Manager stevek @ hose power USA.com  
 After Hour/Emergency Phone Number(s) 602-253-3123

Signature Scott Dunkel  
 Printed Name: Scott Dunkel  
 Title sales  
 Company Hose Power

SKramer@hosePower.com



**LINKING AGREEMENT  
BETWEEN  
THE CITY OF GLENDALE, ARIZONA  
AND  
BRIDGESTONE HOSEPOWER, LLC**

**EXHIBIT B**  
Award and Rate Sheet



**OFFER AND ACCEPTANCE**

City of Scottsdale  
Purchasing Division  
9191 E. San Salvador Dr.  
Scottsdale, AZ 85258  
Phone: 480-312-5700 - Fax: 480-312-5701

SOLICITATION # **13PB052** SOLICITATION TITLE: **Hydraulic & Air Conditioning Hoses & Fittings**

**OFFER**

**TO THE CITY OF SCOTTSDALE:**

The undersigned hereby offers and agrees, in accordance with the undersigned's written offer submitted in response to this solicitation, to furnish the material and/or service(s) in compliance with all terms, conditions, specifications, scope of work, and addendums in the solicitation listed above, including written exceptions that are subject to the approval of the City prior to acceptance. The undersigned agrees that the entire solicitation listed above is hereby incorporated by reference as if fully set forth herein.

The Offeror's signature on this OFFER form certifies that he has read, understands and will comply with all terms, conditions and specifications stated in all documents constituting the solicitation. The bidder also certifies it is in compliance with the Non Collusion, Business Dealings with Sudan and Iran and all Federal and Arizona State Immigration Laws.

**OFFER MADE - COMPANY INFORMATION**

**FOR CLARIFICATION OF THIS OFFER, CONTACT:**

Company Name <i>Hose Power</i>	Printed Name <i>Scott Duncel</i>
Address <i>60 W Baseline #101</i>	Title <i>Sales</i>
City <i>MESA</i> State <i>AZ</i> Zip <i>85210</i>	Phone <i>602-209-0403</i>
Signature for Offeror <i>Scott Duncel</i> Date <i>8-14-13</i>	Fax <i>480-281-5990</i> E Mail <i>scottd@HosepowerUSA.com</i>
Printed Name and Title of Authorized Signatory <i>Scott Duncel</i>	Address (if different from Company info)
Federal Employer Tax ID # or SSN as per W9 Statement	City, State, Zip (if different from Company info)

**ACCEPTANCE OF OFFER, NOTICE OF CONTRACT AWARD**  
(for City of Scottsdale Use Only)

The contractor's offer is hereby accepted by the City of Scottsdale. The Contractor is now bound to sell the materials and/or service(s) and perform based upon the above solicitation, including all terms, conditions, specifications, scope of work, and addendums contained in the Solicitation, as well as any written exceptions that have been separately accepted by the City.

This contract shall henceforth be referred to as **Contract # 13PB052**

The contract consists of the following documents: 1) Solicitation # 13PB052 and all addendums (if applicable) as issued by the City; 2) The Contractor's Response to the City's solicitation; 3) This signed offer and acceptance and any other applicable contractual agreements, 4) All written exceptions and/or modifications to the solicitation requirements as agreed to by the City and the Contractor as per attachment *NA*, dated *NA*.

The Contractor is hereby cautioned not to commence any billable work or provide any material or service under this contract until the Contractor receives a purchase order document from the City.

The Contractor must provide the following checked items within ten (10) calendar days from the date of this Acceptance of Offer, Notice of Contract Award in order for the City to issue the required Purchase Order:  Payment Bond  Performance Bond,  Insurance Certificate(s),  I.R.S. Form W-9/Taxpayer ID No. & Certification,  other documentation as identified.

If the Contractor fails to furnish the required documents within the stated ten (10) calendar days they may be considered in default and may be at risk of forfeiture of any applicable Bid Bond posted. All required documents are to be sent to the Bid & Contract Specialist listed in the solicitation.

This document has been approved as to form on the 22<sup>nd</sup> day of July, 2012 by the City Attorney and is on file with the City Clerk. It need not be submitted to the City Attorney for approval unless the form document is altered.

City of Scottsdale, a municipal corporation  
Offer Accepted and Awarded this 3<sup>RD</sup> day  
of Sept., 2013

Risk Management issues reviewed and approved as to form by City of Scottsdale Risk Management Director July 9, 2013

Recommended award approved by City of Scottsdale Contract Administrator August 22, 2013

*James V. Swartz*  
J. E. Flanagan  
Or Designee James V. Swartz  
As City of Scottsdale Purchasing Director

**BID FORM**



**HYDRAULIC & AIR CONDITIONING FITTINGS AND HOSES**

**IFB # 13PB052**

Pricing shall be calculated as a percentage discount applied against a manufacturer's price list (i.e. twenty-five percent (25%) off of list price, fifteen percent (15%) off of jobber price, etc.). Discounts quoted by the bidder shall be applicable during the entire term of the contract. The prices listed on the Bid Form pages MUST reflect the pricing discount structure listed on the Summary Pricing Sheet contained in this Invitation for Bid.

PLEASE NOTE: Currently the COS is using "one-piece" hydraulic hose fittings except for one inch (1") and one and a quarter inch (1 1/4"), four wire hose. If the contractor shall be supplying "two-piece" fittings in lieu of the "one-piece" fittings, the contractor MUST include the cost of the required ferrule and crimp sleeve in the unit cost bid on the Bid Form.

The current Brand Name for all Hydraulic & Air Conditioning Hoses and Fittings is Flextral. "Linear feet" is abbreviated as LF.

ITEM NO.	BRAND NAME	PART NUMBER	DESCRIPTION	NEW BRAND / PART NUMBER	QUANTITY	UNIT PRICE	EXTENDED PRICE
1	Flextral	A3901 SLEEVE	1.14 Hydraulic hose cover	NS-114	200 feet	\$ .90	\$ 180
	Flextral	A3903 SLEEVE	1.38 Hydraulic hose cover	NS-130	170 feet	\$ 1.441.03	\$ 175.10
3	Flextral	A3905 SLEEVE	1.810 Hydraulic hose cover	NS-175	400 feet	\$ 1.16	\$ 464
4	Flextral	A3906	2.19 Hydraulic hose cover	NS-219	300 feet	\$ 2.36	\$ 708
5	Flextral	E0402MP FITTING	1/4X1/8 MALE PIPE FITTING		5 each	\$ 2.25	\$ 11.25
6	Flextral	E0404MP FITTING	1/4X1/4 MALE PIPE FITTING		15 each	\$ 2.06	\$ 30.90
7	Flextral	E0604MP	3/8X1/4 MALE PIPE FITTING		5 each	\$ 2.56	\$ 12.80
8	Flextral	E0804MP	- 1/2X1/4 MALE PIPE FITTING		5 each	\$ 15.63	\$ 78.15
9	Flextral	E0806MP	1/2X3/8 MALE PIPE FITTING		5 each	\$ 3.04	\$ 15.20
10	Flextral	E1212MP	3/4X3/4 MALE PIPE FITTING		10 each	\$ 4.84	\$ 48.40

COMPANY NAME: Hose Power

**BID FORM - CONT'D**



**HYDRAULIC & AIR CONDITIONING FITTINGS AND HOSES**

**IFB # 13PB052**

ITEM NO.	BRAND NAME	PART NUMBER	DESCRIPTION	NEW BRAND / PART NUMBER	QUANTITY	UNIT PRICE	EXTENDED PRICE
11	Flextral	N1616MP	1IN X1IN MALE PIPE FITTING		5 each	\$ <u>11.18</u>	\$ <u>55.90</u>
12	Flextral	OB04VBU	GASKET - ORING #4 BOSS		25 each	\$ <u>.18</u>	\$ <u>4.50</u>
13	Flextral	OB06VBU	GASKET-ORING #6 BOSS		40 each	\$ <u>.06</u>	\$ <u>2.40</u>
14	Flextral	OB08VBU	Gasket - O-Ring #8 BOSS		170 each	\$ <u>.10</u>	\$ <u>17</u>
15	Flextral	OB10VBU	Gasket - O-Ring #10 BOSS		20 each	\$ <u>.35</u>	\$ <u>7</u>
16	Flextral	OB12VBU	Gasket - O-Ring #12 BOSS		40 each	\$ <u>.09</u>	\$ <u>3.60</u>
17	Flextral	OB16VBU	GASKET-ORING #16 BOSS		80 each	\$ <u>.40</u>	\$ <u>32</u>
18	Flextral	OB20VBU	GASKET-ORING #20 BOSS		10 each	\$ <u>.17</u>	\$ <u>1.70</u>
19	Flextral	PX25004	HYD HOSE 1/2" HIGH PRESSURE		200 LF	\$ <u>1.17</u>	\$ <u>234</u>
20	Flextral	PX25006	HYD HOSE-3/8" HIGH PRESSURE		200 LF	\$ <u>1.50</u>	\$ <u>300</u>
21	Flextral	PX25008	HYD HOSE 1/2" HIGH PRESSURE		1000 LF	\$ <u>1.85</u>	\$ <u>1,850</u>
22	Flextral	PX25012	HYD HOSE 3/4" HIGH PRESSURE		700 LF	\$ <u>3.17</u>	\$ <u>2,219</u>
23	Flextral	NX16	HYD HOSE 1" HIGH PRESSURE		1000 LF	\$ <u>7.56</u>	\$ <u>7,560</u>
24	Flextral	NX20	HYD HOSE 1 1/2" HIGH PRESSURE		100 LF	\$ <u>9.66</u>	\$ <u>966</u>
25	Flextral	PUR004SILICONE	HOSE 1/4" BLUE SILICONE	<u>AU16-02561</u>	10 LF	\$ <u>3.32</u>	\$ <u>33.20</u>
26	Flextral	PUR006SILICONE	HOSE 3/8" BLUE SILICONE	<u>AU16-039-1002</u>	10 LF	\$ <u>2.43</u>	\$ <u>24.34</u>

COMPANY NAME: Hose Power

**BID FORM - CONT'D**



**HYDRAULIC & AIR CONDITIONING FITTINGS AND HOSES**

**IFB # 13PB052**

ITEM NO.	BRAND	PART NUMBER	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL PRICE
27	Flextral	PUR008SILICONE	HOSE 1/2" BLUE SILICONE <i>AW16-050-050BL</i>	5 LF	\$ <u>4.86</u>	\$ <u>24.30</u>
28	Flextral	PU010SILICONE	HOSE 5/8" BLUE SILICONE <i>AW16-063-250BL</i>	5 LF	\$ <u>5.70</u>	\$ <u>28.50</u>
29	Flextral	PUR012SILICONE	HOSE 3/4" BLUE SILICONE <i>AW16-075-100BL</i>	5 LF	\$ <u>4.95</u>	\$ <u>24.75</u>
30	Flextral	PUR016SILICONE	HOSE 1" BLUE SILICONE <i>AW16-100-100BL</i>	5 LF	\$ <u>9.52</u>	\$ <u>47.60</u>
31	Flextral	PUR020SILICONE	HOSE 1 1/4" BLUE SILICONE <i>AW16-104-500BL</i>	5 LF	\$ <u>11.80</u>	\$ <u>59.00</u>
32	Flextral	E0606FF	FITTING 1/2" FLAT FACE STRAIGHT	2 each	\$ <u>3.29</u>	\$ <u>6.58</u>
33	Flextral	E0606FF90	FITTING 1/2" FLAT FACE 90 DEGREE	2 each	\$ <u>9.09</u>	\$ <u>18.18</u>
34	Flextral	E0608FF	FITTING 1/4"X1/2" FLAT FACE	14 each	\$ <u>4.19</u>	\$ <u>58.66</u>
35	Flextral	E0608FF45	FITTING 1/4"X1/2" FLAT FACE 45 DEGREE	4 each	\$ <u>9.83</u>	\$ <u>39.32</u>
36	Flextral	E0608FF90	FITTING 1/4"X1/2" FLAT FACE 90 DEGREE	8 each	\$ <u>10.97</u>	\$ <u>87.76</u>
37	Flextral	E0808FF	FITTING 1/2" FLAT FACE	5 each	\$ <u>4.34</u>	\$ <u>21.70</u>
38	Flextral	E1012FF90	FITTING 5/8"X3/4" FLAT FACE	5 each	\$ <u>16.84</u>	\$ <u>84.20</u>
39	Flextral	E1012FF	FITTING 5/8"X3/4" FLAT FACE	5 each	\$ <u>9.14</u>	\$ <u>45.70</u>
40	Flextral	N1616FF	FITTING 1" FLAT FACE	10 each	\$ <u>20.13</u>	\$ <u>201.30</u>
41	Flextral	N1616FF90	FITTING 1" FLAT FACE 90 DEGREE	5 each	\$ <u>43.63</u>	\$ <u>218.15</u>
42	Flextral	N1616FF90L	FITTING 1" FLAT FACE 90 DEGREE LONG	5 each	\$ <u>48.24</u>	\$ <u>241.20</u>

COMPANY NAME: Hose Power

BID FORM - CONT'D



HYDRAULIC & AIR CONDITIONING FITTINGS AND HOSES  
IFB # 13PB052

43	Flextral	E0404FJ	FITTING 1/2" JIC, STRAIGHT	40 each	\$ <u>2.37</u>	\$ <u>94.80</u>
44	Flextral	E0406FJ	FITTING 1/4"X3/8" STRAIGHT	25 each	\$ <u>2.88</u>	\$ <u>72</u>
45	Flextral	E0606FJ	FITTING 3/8"X3/8" STRAIGHT	25 each	\$ <u>2.74</u>	\$ <u>68.50</u>
46	Flextral	E0606FJ90	FITTING 3/8"X 3/8" 90 DEGREE	5 each	\$ <u>7.61</u>	\$ <u>38.05</u>
47	Flextral	E0608FJ	FITTING 3/8" X 1/2" STRAIGHT	5 each	\$ <u>3.15</u>	\$ <u>15.75</u>
48	Flextral	E0806FJ	FITTING 1/2" X 3/8" STRAIGHT	5 each	\$ <u>6.15</u>	\$ <u>30.75</u>
49	Flextral	E0808FJ	FITTING 1/2"X1/2" STRAIGHT	450 each	\$ <u>3.57</u>	\$ <u>1606.50</u>
50	Flextral	E0808FJ45	FITTING 1/2"X1/2" 45 DEGREE	60 each	\$ <u>9.07</u>	\$ <u>544.20</u>
51	Flextral	E0808FJ90	FITTING 1/2"X1/2" 90 DEGREE	50 each	\$ <u>8.88</u>	\$ <u>444.00</u>
52	Flextral	E0808FJ90L	FITTING 1/2"X1/2" 90 DEGREE LONG	10 each	\$ <u>9.91</u>	\$ <u>99.10</u>
53	Flextral	E0810FJ	FITTING 1/2"X5/8" STRAIGHT	30 each	\$ <u>4.09</u>	\$ <u>122.70</u>
54	Flextral	E1212FJ	FITTING 3/4"X3/4" STRAIGHT	145 each	\$ <u>6.06</u>	\$ <u>878.70</u>
55	Flextral	E1212FJ45	FITTING 3/4"X3/4" 45 DEGREE	20 each	\$ <u>15.52</u>	\$ <u>310.40</u>
56	Flextral	E1212FJ90	FITTING 3/4"X3/4" 90 DEGREE	20 each	\$ <u>15.57</u>	\$ <u>311.40</u>
57	Flextral	E1212FJ90L	FITTING 3/4"X3/4" 90 DEGREE LONG	10 each	\$ <u>17.69</u>	\$ <u>176.90</u>
58	Flextral	E0812MJ	FITTING 1/2"X3/4" MALE JIC	5 each	\$ <u>4.83</u>	\$ <u>24.15</u>

COMPANY NAME: Hose Power

**BID FORM - CONT'D**



**HYDRAULIC & AIR CONDITIONING FITTINGS AND HOSES**  
**IFB # 13PB052**

LINE NUMBER	BRAND	PART NUMBER	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL PRICE
59	Flextral	E0808MJ	FITTING 1/2"X1/2" MALE JIC	24 each	\$ 3.45	\$ 82.80
60	Flextral	E0810MJ	FITTING 1/2"X5/8" MALE JIC	55 each	\$ 4.25	\$ 233.75
61	Flextral	E1212MJ	FITTING 3/4"X3/4" MALE JIC	15 each	\$ 5.68	\$ 85.20
62	Flextral	E1216MJ	FITTING 3/4"X1" MALE JIC	15 each	\$ 8.38	\$ 125.85
63	Flextral	N1616FJ	FITTING 1" FEMALE JIC	140 each	\$ 13.05	\$ 1827
64	Flextral	N1616FJ45	FITTING 1" FEMALE 45 DEGREE	25 each	\$ 33.30	\$ 832.50
	Flextral	N1616FJ90	FITTING 1" FEMALE 90 DEGREE	20 each	\$ 31.54	\$ 630.80
66	Flextral	N1616FJ90L	FITTING 1" FEMALE 90 DEGREE LONG	15 each	\$ 41.94	\$ 629.10
67	Flextral	N1616MJ	FITTING 1" MALE JIC	20 each	\$ 15.29	\$ 205.80
68	Flextral	N1616FF	FITTING 1" FLAT FACE	7 each	\$ 20.13	\$ 140.91
69	Flextral	N1616FF90	FITTING 1" FLAT FACE 90 DEGREE	5 each	\$ 43.63	\$ 218.15
70	Flextral	N2020FJ	FITTING 1 1/4" FEMALE JIC	15 each	\$ 25.96	\$ 389.40
71	Flextral	N2020FJ90	FITTING 1 1/4" 90 DEGREE FEMALE JIC	5 each	\$ 60.33	\$ 301.65
72	Flextral	N2020MJ	FITTING 1 1/4" MALE JIC	5 each	\$ 30.75	\$ 153.75
73	Flextral	C5315X12	FITTING-STEEL ADAPTER	5 each	\$ 1.72	\$ 8.60

COMPANY NAME: Hose Power

**BID FORM – CONT'D**



**HYDRAULIC & AIR CONDITIONING FITTINGS AND HOSES**

IFB # 13PB052

ITEM NO.	BRAND NAME	NUMBER	DESCRIPTION	QUANTITY	UNIT PRICE	EXTENDED PRICE	
74	Flextral	C5356X4	FITTING STEEL ADAPTER	6502-04-04	5 each	\$ 2.15	\$ 10.75
75	Flextral	C5365X8	FITTING STEEL ADAPTER	6802-08-08	10 each	\$ 2.93	\$ 29.30
76	Flextral	C5356X16	FITTING STEEL ADAPTER	6502-16-16	10 each	\$ 2.46	\$ 24.60
77	Flextral	C5515X6	FITTING STEEL ADAPTER	6801-06-06	5 each	\$ 2.21	\$ 11.05
78	Flextral	C5515X16	FITTING STEEL ADAPTER	6801-16-16	5 each	\$ 7.90	\$ 39.50
79	<b>SUBTOTAL (Total of all extended pricing for items 1 through 78)</b>						<b>\$ 26,927.74</b>

**AIR CONDITIONING**

1	Flextral	Z0606BTF45	TUBE, #6 BUMPED O-RING FEMALE 45 DEGREE		5 each	\$ 3.86	\$ 19.30
2	Flextral	Z0606BTF90	TUBE #6 BUMPED O-RING FEMALE 90 DEGREE		5 each	\$ 2.79	\$ 13.95
3	Flextral	Z0808BTF90	TUBE #8 BUMPED O-RING FEMALE 90 DEGREE		5 each	\$ 3.13	\$ 15.65
4	Flextral	Z0808BTF90P	TUBE # BUMPED O-RING FEMALE 90 DEGREE R134A PORT		5 each	\$ 8.08	\$ 40.40
5	Flextral	ZX-08	13/32" SAE J2064 Type C Class 1 Air Conditioning Hose		50 LF	\$ 3.72	\$ 186.00
6	Flextral	ZX-10	1/2" SAE J2064 Type C Class 1 Air Conditioning Hose		25 LF	\$ 3.99	\$ 99.75
7	<b>SUBTOTAL (Total of all extended pricing for items 1 through 6)</b>						<b>\$ 375.05</b>

<b>GRAND TOTAL (Total of all extended pricing for items 1 through 78 AND 1 through 6)</b>	<b>\$ 27,302.79</b>
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COMPANY NAME: Hose Power



BID FORM - CONT'D



HYDRAULIC & AIR CONDITIONING FITTINGS AND HOSES

IFB # 13PB052

**\*\*TAXES**

1. Do not include any use, or federal excise tax in your bid. The city is exempt from the payment of federal excise tax and will add use tax as applicable.

**DELIVERY DESTINATION**

Delivery Location: Fleet Services - 9191 East San Salvador Drive, Scottsdale, Arizona 85258

1. Delivery terms are F.O.B. destination.
2. Delivery will be completed within same of 1 days after receipt of Purchase Order.
3. Prices quoted herein are effective through completion of delivery against this Contract.

**ADDENDA**

bidder hereby acknowledges receipt of and agrees his bid is based on the following Addenda.

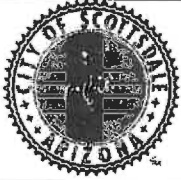
ADDENDUM # IFB DATED 8-14-13 ADDENDUM # \_\_\_\_\_ DATED \_\_\_\_\_

ADDENDUM # \_\_\_\_\_ DATED \_\_\_\_\_ ADDENDUM # \_\_\_\_\_ DATED \_\_\_\_\_

NO BID: If no bid please state reason:

COMPANY NAME: Hose Power

**SUMMARY PRICE SHEET QUOTATION FORM/PARTS CATALOG DISCOUNT FORM**



**HYDRAULIC & AIR CONDITIONING FITTINGS AND HOSES**

**IFB # 13PB052**

A **MINIMUM** of one (1) copy of each price sheet listed below **MUST** be included with the Offeror's submittal document. Price sheets and the indicated discount structure shall be used to verify the prices quoted on all products ( ) herein by the Offeror. **ALL** prices quoted for products herein **MUST** match the price sheet and discount structure indicated below.

ITEM	PRICE SHEET NUMBER AND DATE	PRICING STRUCTURE
<p><u>EXAMPLE:</u> Hanes</p>	<p>Hanes 2032 01/01/08</p>	<p>EQP Less 10%</p>
<p>As Per Last Bid a net price sheet is supplied. Please note you will never be charged for tooling that is on the list</p>		

**CITY OF MESA**  
**REVISED AS OF 7/18/2013 TABULATION OF BIDS RECEIVED**  
**THURSDAY, JULY 11, 2013**  
**HYDRAULIC HOSE & FITTINGS**  
**(INVITATION FOR BID #2013132)**

\*Revised: responsive and total annual estimates.

Description/Total Net Bid	Alternative Hose Inc. Phoenix, AZ.	FleetPride Mesa, AZ.
Hydraulic Hose & Fittings	Non Responsive – failed to bid mandatory Parker Line.	<p style="text-align: right;"><u>Total Annual Estimate:</u> \$92,010.00</p> <p>Hydraulic Hose 1-5            \$76,797.46  Crimp Fittings 6-14        \$76,780.00     \$12,414.73  Adapters 15-22                \$12,412.50     \$1,247.74  Protective Sleeve             \$1,247.50     \$1,570.00</p>

Description/Total Net Bid	Lubrication Equipment & Supply / The Hose Advantage Store. Mesa, AZ.
Hydraulic Hose & Fittings	<p style="text-align: right;"><u>Total Annual Estimate:</u> \$92,897.00</p> <p>Hydraulic Hose 1-5            \$72,760.00  Crimp Fittings 6-14        \$18,067.00     \$16,576.50  Adapters 15-22                \$1,490.50  Protective Sleeve             \$2,070.00</p>

"No Bid" Response Received From:  
Arizona Brake & Clutch Supply, Inc. – Phoenix, AZ.

**LINKING AGREEMENT  
BETWEEN  
THE CITY OF GLENDALE, ARIZONA  
AND  
BRIDGESTONE HOSEPOWER, LLC**

**EXHIBIT C  
Scope of Work**

**PROJECT**

Hydraulic hoses and fittings parts and service

**LINKING AGREEMENT  
BETWEEN  
THE CITY OF GLENDALE, ARIZONA  
AND  
BRIDGESTONE HOSEPOWER, LLC**

**EXHIBIT D**

**METHOD AND AMOUNT OF COMPENSATION**

\$45,000 estimated annually

**NOT TO EXCEED AMOUNT**

The total amount of compensation paid to Contractor for full completion of all work required by the Project during the entire term of the Project must not exceed \$135,000.

**DETAILED PROJECT COMPENSATION**

Hydraulic hose and fittings parts and service.

RESOLUTION NO. 5011 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF PHOENIX (GRANT NO. AZ-16-X003) FOR ACCEPTANCE OF PASS-THROUGH GRANT FUNDING FOR TRANSIT SERVICES.

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

SECTION 1. That it is deemed in the best interest of the City of Glendale and the citizens thereof that the Intergovernmental Agreement with the City of Phoenix (Grant No. AZ-16-X003) for acceptance of pass-through grant funding for transit services be entered into, which agreement is now on file in the office of the City Clerk of the City of Glendale.

SECTION 2. That the City Manager or designee and the City Clerk be authorized and directed to execute and deliver said agreement on behalf of the City of Glendale.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this \_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
MAYOR

ATTEST:

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

APPROVED AS TO FORM:

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

REVIEWED BY:

\_\_\_\_\_  
Acting City Manager

**AGREEMENT NO. \_\_\_\_\_**  
**CFDA – 20.513**  
**INTERGOVERNMENTAL AGREEMENT**  
**BETWEEN**  
**THE CITY OF PHOENIX**  
**AND**  
**THE CITY OF GLENDALE**  
**Grant Pass-through Agreement**  
**Grant No. AZ-16-X003**

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between the City of Phoenix, a municipal corporation duly organized and existing under the laws of the state of Arizona (hereinafter referred to as "PHOENIX") and City of Glendale, a municipal corporation, duly organized and existing under the laws of the state of Arizona (hereinafter referred to as "SUB-RECIPIENT").

**RECITALS**

WHEREAS, the City Manager of PHOENIX, is authorized and empowered by provisions of the City Charter to execute contracts; and,

WHEREAS, PHOENIX has Charter authority to provide transit services and Charter and statutory authority to enter into Agreements with other entities within the Phoenix Urban Area to provide transit services [A.R.S. Section 11-951, et seq.; Chapter 2, Section 2, Subsections (c)(i) and (l), Charter of the City of Phoenix, 1969]; and,

WHEREAS, except as prohibited by the constitution of this state, or restricted by its Charter, SUB-RECIPIENT has broad statutory and Charter authority to exercise all of "the powers granted to municipal corporations and to cities by the constitution and laws of this state and by (its) charter, together with all the implied powers necessary to carry into execution all the powers granted. . . . (l)t (being) intended that (SUB-RECIPIENT) shall have and may exercise all powers which under the constitution of this state it would be competent for (SUB-RECIPIENT's) charter to specifically enumerate." (Article I, Section 3, Charter of the City of Glendale); and to enter into intergovernmental agreements with other governmental entities (Article I, Section 3, Charter of the City of Glendale; A.R.S. Section 11-951, et seq.); and,

WHEREAS, the laws of the state of Arizona authorize municipalities to: (1) "engage in any business or enterprise which may be engaged in by persons by virtue of a franchise from the municipal corporation . . ." [A.R.S. Section 9-511 (A)]; (2) to "appropriate and spend public monies" on activities that "will assist in the creation or retention of jobs or will otherwise improve or enhance the economic welfare of (its) inhabitants . . ." [A.R.S. Section 9-500.11 ]; and, (3) to "be vested with all the powers of incorporated towns as set forth in title 9, in addition to all powers vested in them pursuant to their respective charters, or other provisions of law . . ." [A.R.S. Section 9-499.01 ]; and,

WHEREAS, transit activities are one of the types of activities authorized pursuant to the aforementioned statutory and Charter authority and such powers do not conflict with any of the provisions of SUB-RECIPIENT's charter; and,

WHEREAS, Chapter 53 of 49 United States Code (formerly the Federal Transit Act of 1964, as amended), makes financial aid available to municipalities and local units of government showing a substantial effort toward the preservation, improvement and operation of mass transit systems; and,

WHEREAS, PHOENIX successfully applied to the Federal Transit Administration (FTA) for a FTA grant for the purpose of Taxi Voucher Program and same was awarded as Grant No. AZ-16-X003 and,

WHEREAS, SUB-RECIPIENT shall receive funds from said Grant and perform the work as required therein all as set forth in Exhibit "A" hereto which Exhibit is, by this reference, incorporated herein as though fully set forth; and,

WHEREAS, PHOENIX and SUB-RECIPIENT have been authorized by their respective Councils to enter into this Agreement; NOW, THEREFORE,

### AGREEMENT

IT IS HEREBY AGREED, by and between the parties, as follows:

1. Grant Reimbursement. PHOENIX agrees to reimburse SUB-RECIPIENT for the federal share of the purchase of item/services shown in the "Project Description" box on Exhibit "A." Reimbursement shall not exceed the federal funds allocated to SUB-RECIPIENT, unless approved in writing by PHOENIX. The federal funds allocated to SUB-RECIPIENT under this Agreement shall not exceed \$62,500. SUB-RECIPIENT shall provide the required local match for these projects. No reimbursements shall be made unless all required reports have been submitted. Projects must be completed and reimbursement must be requested within thirty (30) months of the grant award by the FTA, i.e., the FTA obligation date. The thirty (30) month duration shall be the term of the Agreement. Funding for uncompleted and unbilled projects will be reassigned at the discretion of PHOENIX, as needed to close out the grant.

A. Application for reimbursement of federal share.

SUB-RECIPIENT shall submit their application for reimbursement of federal share to:



City of Phoenix  
Public Transit Department  
Fiscal Services Division, Accounts Payable Section  
City of Phoenix  
302 N. 1<sup>st</sup> Ave.; Suite 900  
Phoenix, AZ 85003

The cover letter must identify the City of Phoenix contract number and the period for which the application is submitted.

SUB-RECIPIENT shall submit its application with the reimbursement request form that is attached as **Exhibit "B"** to this Agreement.

B. Backup Documentation.

The application for reimbursement must be accompanied by detailed backup documentation for all eligible expenses. At a minimum the documentation shall include, but is not limited to, the following.

1. A listing of all invoiced costs with vendors and payment dates.
2. Copies of paid invoices received from vendors for purchases of supplies and services and corresponding proof of payment such as cancelled checks or bank statements.
3. All purchases of vehicles shall be accompanied with "Vehicle Inventory Record" form.
4. All other asset purchases shall be accompanied with a "Capital Asset Purchase" form.
5. All reimbursements for staff time must include a verification of all hours billed, including copies of all applicable timecards or other time reporting documentation.
6. Such other documentation as PHOENIX or the FTA may require.
7. All reimbursements for indirect costs must be accompanied by an approved cost allocation plan on file with SUBRECIPIENT'S cognizant federal agency.

2. Exhibits and Incorporation by Reference. Attached hereto are the following Exhibits each of which is, by this reference, incorporated herein as though fully set forth.

- |         |   |   |
|---------|---|---|
| Exhibit | A | Federal Grant Pass Through Agreement Detail Summary     |
| Exhibit | B | FTA Grant Expenditure Reimbursement Request Application |
| Exhibit | C | Required Reports  |
| Exhibit | D | Required Federal Provisions                             |

- Exhibit E Partial List of Applicable Laws
- Exhibit F Master Grant Agreement, Table of Contents
- Exhibit G Required Local Provisions

3. Sub-recipient Performance. SUB-RECIPIENT shall complete the project for which grant funds have been awarded in a proper and timely manner. SUB-RECIPIENT further acknowledges that it is responsible for complying with all federal, state, and local requirements required under the grant. SUB-RECIPIENT agrees that failure to comply with all applicable requirements may result in the withholding of grant funds to SUB-RECIPIENT for the specific grant.
4. Insurance. SUB-RECIPIENT acknowledges that it has adequate insurance to cover the projects that are provided in Exhibit 'A' in the event of damage or complete loss.
5. Notice. Any notice, consent, or other communication ("NOTICE") required or permitted under this Agreement shall be in writing and either delivered in person, sent by facsimile transmission, deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested, or deposited with any commercial air courier or express service addressed as follows:

If intended for SUB-RECIPIENT:

Kevin Link  
Interim - Transit Manager  
City of Glendale  
6210 W. Myrtle Ave., Suite S  
Glendale, AZ 85301-1700  
Telephone: (623) 930.3508  
FAX: (623) 931.6960

If intended for PHOENIX:

Maria Hyatt  
Public Transit Director  
Public Transit Department  
City of Phoenix  
302 N. 1<sup>st</sup> Ave., Ste. 900  
Phoenix, Arizona 85003  
Telephone: (602) 262.7242  
FAX: (602) 495.2002

Notice shall be deemed received at the time it is personally served or, on the day it is sent by facsimile transmission, on the second day after its deposit with any commercial air courier or express service or, if mailed, ten (10) days after the notice is deposited in the United States mail as above provided. Any time period stated in a notice shall be computed from the time the notice is deemed received. Either party may change its mailing address, FAX number, or the person to receive notice by notifying the other party as provided in this section.

Notice sent by facsimile transmission shall also be sent by regular mail to the recipient at the above address. This requirement for duplicate notice is not intended to change the effective date of the notice sent by facsimile transmission.

6. Effective Date: This Agreement shall be in full force and effect on the date provided above.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

CITY OF PHOENIX, ARIZONA  
Ed Zuercher, City Manager

By \_\_\_\_\_  
Maria Hyatt  
Public Transit Director

ATTEST:

\_\_\_\_\_  
City Clerk - PHOENIX

APPROVED AS TO FORM:

\_\_\_\_\_  
Acting City Attorney - PHOENIX

APPROVED BY PHOENIX CITY COUNCIL BY FORMAL ACTION ON 5-28-2014.

CITY OF GLENDALE, ARIZONA  
A Municipal Corporation

By \_\_\_\_\_

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
City Clerk - GLENDALE

\_\_\_\_\_  
City Attorney for GLENDALE

APPROVED BY SUB-RECIPIENT'S GOVERNING BODY BY FORMAL ACTION ON:

\_\_\_\_\_

**INTERGOVERNMENTAL AGREEMENT DETERMINATION**

In accordance with the requirements of Section 11-952(D), Arizona Revised Statutes, each of the undersigned attorneys acknowledge: (1) that they have reviewed the above Agreement on behalf of their respective clients; and, (2) that, as to their respective clients only, each attorney has determined that this Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

\_\_\_\_\_  
Attorney for PHOENIX

\_\_\_\_\_  
Attorney for SUB-RECIPIENT

**EXHIBIT "A"**

**FEDERAL GRANT PASS THRU AGREEMENT**

GRANT NUMBER: AZ-16-X003				
GRANT RECIPIENT: CITY OF PHOENIX				
GRANT SUB- RECIPIENT'S NAME: CITY OF GLENDALE				
GRANT SUB- RECIPIENT'S ADDRESS: 6210 W. Myrtle Ave. Suite S Glendale, AZ 85301				
TOTAL ELIGIBLE PROJECT COST (TEPC):		\$125,000		
• Federal Share of TEPC:		\$62,500		
• Local Share/Match of TEPC:		\$62,500		
PROJECT(S) DESCRIPTION:				
Ali Code:	Project(s) Description:	Local:	Federal:	Total:
30.09.00	Taxi Voucher Program	\$62,500	\$62,500	\$125,000

**EXHIBIT "B"**

**FTA Grant Expenditure Reimbursement Request Application**

The information provided will be used by the City of Phoenix Public Transit Department (PTD) to monitor sub-recipient expenditures for FTA-funded projects and disburse FTA funds for eligible costs. No further FTA funds may be disbursed unless this report is completed and submitted as required.

<b>SUB-RECIPIENT ORGANIZATION NAME AND ADDRESS</b>	<b>GRANT AGREEMENT NUMBER</b>	<b>REQUEST NO.</b>
<b>REPORTING PERIOD (Dates)</b>		
	<b>FROM:</b>	<b>TO:</b>
	<b>TOTAL</b>	<b>LOCAL MATCH</b>
		<b>FTA SHARE</b>
<b>TOTAL ELIGIBLE PROJECT COSTS</b>	\$ -	\$ -
<b>TOTAL PREVIOUS PAYMENTS</b>	\$ -	\$ -
<b>CURRENT REIMBURSEMENT REQUESTED</b>	\$ -	\$ -
<b>REMAINING FUNDING</b>	\$ -	\$ -

**REQUIRED SIGNATURES**

This document must be signed by the sub-recipient's Transit Manager and Chief Financial Officer or their designated representative(s).

**CERTIFICATION**

We certify the financial expenditures submitted for reimbursement with this report, including supporting documentation, are eligible and allowable expenditures, have been incurred compliant with all applicable Federal laws and regulations, have not been previously requested, and all matching requirements have been met. In addition, we understand that any discovery of a violation of a Federal law or regulation, or failure to follow any applicable Federal directives may result in withdrawal of federal participation.

SIGNATURE OF TRANSIT MANAGER OR DESIGNEE	DATE
TYPED OR PRINTED NAME AND TITLE	TELEPHONE
SIGNATURE OF CHIEF FINANCIAL OFFICER OR DESIGNEE	DATE
TYPED OR PRINTED NAME AND TITLE	TELEPHONE

***Instructions***

1. Keep a copy of all documents submitted.
2. All project records, including financial records, must be maintained for 3 years beyond the later of asset disposal or final close-out of the grant with FTA.

	<i>For PTD use only</i>
Date request received:	Approved for funds availability (signature/date)

## EXHIBIT "C"

### Required Reports

SUB-RECIPIENT agrees to submit reports and statements or plans as now or hereafter required by PHOENIX or the FTA. Quarterly reports are due on or before the 15th of the month following the end of the quarter, i.e., October 15, January 15, April 15 and July 15; and annual reports are due ninety days (except NTD Report which shall be due 150 days) after the end of the fiscal year (July 1 - June 30). Drug and Alcohol Reports are due January 31 for the previous calendar year.

<b>REPORT</b>	<b>FREQUENCY</b>	<b>DESCRIPTION</b>
DBE Reports	As required by PHOENIX	DBE Participation, Utilization, Annual Goal Setting, Progress, and Information reports
Grant Status Report	Quarterly	Status of each project by grant number
NTD Report – Close Out Letter	Annually	Copy for information only
Fixed Assets Status Report	Annually	Inventory of all FTA funded assets
Single Audit Report	Annually	Copy of federally required audit
Drug and Alcohol Reports	Annually	FTA Drug and Alcohol Testing
<b><u>5310 FTA Grants</u></b>		
Grant Performance Information	Annually or as required by FTA	Evaluation of Grant Accomplishments

The reports and required submissions listed above may be increased, revised, reorganized, deleted or changed as required by FTA guidelines. **All reports must be current before any FTA funds will be disbursed by PHOENIX.**

## EXHIBIT "C"



## **EXHIBIT "D"**

### **Required Federal Provisions**

1. SUB-RECIPIENT shall permit the authorized representatives of PHOENIX, the United States Department of Transportation, and the Controller General of the United States to inspect and audit all data, books, records and reports relating to this Agreement and SUB-RECIPIENT's performance hereunder. PHOENIX's audit shall be at SUB-RECIPIENT's sole cost and expense. All required records shall be maintained for a minimum of three years, after the grant has been formally closed.
2. Both parties warrant that no person has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee; and, further, that no member or delegate to Congress, the City Council or any employee of PHOENIX or SUB-RECIPIENT, has any interest, financial or otherwise, in this Agreement.
3. SUB-RECIPIENT shall fully comply with the Disadvantaged Business Enterprise (DBE) Regulations of the U.S. Department of Transportation (USDOT), 49 CFR Part 26 and with the FTA-approved aspirational goal submitted by PHOENIX as the recipient on behalf of the region. SUB-RECIPIENT shall abide by all stipulations, regulations, and procedures set forth in the FTA-approved City of Phoenix DBE Program Plan. The Transit Civil Rights Officer of the City of Phoenix Public Transit Department and representative(s) of the City of Phoenix Equal Opportunity Department will meet annually with SUB-RECIPIENT to cooperatively determine DBE participation for all FTA assisted projects.
4. In performing the services for which federal funding is provided under this Agreement, SUB-RECIPIENT agrees to comply with all laws, rules, regulations, standards, orders or directives (hereinafter "Laws") applicable to this Agreement, to the services provided pursuant to this Agreement, and to PHOENIX as the designated recipient of FTA funding. The Laws referred to above include federal, state and local laws, and include, but is not limited to, those items set forth in Exhibit "D."

**EXHIBIT "D," page 2**

5. The parties acknowledge that federal funds are being used for the work, services and/or operations provided under this Agreement. In that regard the City of Phoenix, as the designated grant recipient, is obligated to accept and comply with all of the terms and conditions set forth in the Federal Transit Administration (FTA) Master Grant Agreement. In order for SUB-RECIPIENT to receive funding under this Agreement with the City of Phoenix, SUB-RECIPIENT is required to similarly accept and comply with all such terms and conditions and SUB-RECIPIENT does hereby specifically agree to be bound thereby. A copy of the Master Grant Agreement has been provided to SUB-RECIPIENT and additional copies are available from the City of Phoenix. The Master Grant Agreement for FY2014 and any subsequent revisions are, by this reference, incorporated herein as though fully set forth. Further, a summary of some of the terms of the Master Grant Agreement, as set forth its Table of Contents, are attached hereto as Exhibit "F" and are, by this reference, incorporated herein. The items listed in Exhibit "F" are illustrative only and are set forth in the Exhibit for SUB-RECIPIENT's ease of reference; SUB-RECIPIENT is solely responsible for complying with all of the terms and conditions of the Master Grant Agreement and any subsequent revisions whether or not they are set forth in Exhibit "F".
6. SUB-RECIPIENT understands and acknowledges the applicability of the Immigration Reform and Control Act of 1986 (IRCA) and agrees to comply with the IRCA in the performance of this Agreement.
7. SUB-RECIPIENT shall fully comply with Equal Employment Opportunity (EEO) regulations of the U.S. Department of Transportation (USDOT) Federal Transit Administration (FTA) Circular 4704.1. SUB-RECIPIENT shall provide an EEO Program Plan when they employ 50 or more transit-related employees and requests or receives capital or operating assistance under Section 3, 4(i), or 9 of the UMT Act; assistance under 23 U.S.C. 142 (a) (2) or any combination thereof, in excess of \$1 million in the previous Federal fiscal year; or requests or receives planning assistance under Section 8 and/or 9 in excess of \$250,000 in the previous Federal fiscal year. SUB-RECIPIENT shall fully comply with EEO regulations as they pertain to subcontractors. Any subcontractor with 50 or more transit-related employees shall provide an EEO Program Plan.

## EXHIBIT "E"

### Partial List of Applicable Laws

- A. Federal Codes. SUB-RECIPIENT shall comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to U.S.C. 2000d-4 (hereinafter referred to as the Act) and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in federally-assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the Regulations) and other pertinent directives, to the end that in accordance with the Act, Regulations and other pertinent directives, no person in the United States shall, on the grounds of race, color, sex or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which SUB-RECIPIENT receives federal financial assistance, directly or indirectly, from the Department of Transportation, including the Federal Transit Administration, and hereby gives assurance that it will promptly take any measures necessary to effectuate this Agreement. This assurance is required by Subsection 21.7(a)(1) of the Regulations.

More specifically and without limiting the above general assurance, SUB-RECIPIENT hereby gives the following specific assurances with respect to the project:

1. SUB-RECIPIENT shall insert the following notification in all solicitations for bids for work or material subject to the Regulations and made in connection with a project under 49 U.S.C. chapter 53 and, in adapted form in all proposals for negotiated agreements:

CONTRACTOR, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, non-discrimination in federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders and proposers that it will affirmatively ensure that in regard to any contract or procurement entered into pursuant to this advertisement, Disadvantaged Business Enterprise will be afforded full opportunity to submit bids and proposals in response to this invitation and will not be discriminated against on the grounds of race, color, sex or national origin in consideration for an award.

2. If SUB-RECIPIENT carries out a program of training under Section 5312 of Title 49, United States Code chapter 53, the assurance shall obligate SUB-RECIPIENT to make selection of the trainee or fellow without regard to race, color, sex or national origin.
3. Where SUB-RECIPIENT receives federal financial assistance to carry out a program under Title 49, United States Code chapter 53, the assurance shall obligate SUB-RECIPIENT to assign transit operators and to furnish transit operators without regard to race, color, sex or national origin.
4. Where SUB-RECIPIENT carries out a program under Title 49, United States Code chapter 53, routing, scheduling, quality of service, frequency of service, age and quality of vehicles assigned to routes, quality of stations serving different routes and location of routes may not be determined on the basis of race, color, sex or national origin.
5. This assurance obligates SUB-RECIPIENT for the period during which federal financial assistance is extended to the project.
6. SUB-RECIPIENT shall provide for such methods of administration for the program as are found by PHOENIX to give reasonable guarantee that it, its contractors, sub-contractors, transferee's, successors in interest and other participants under such program will comply with all requirements imposed or pursuant to 49 U.S.C. chapter 53, the Regulations and this assurance.
7. SUB-RECIPIENT agrees that PHOENIX has a right to seek judicial enforcement with regard to any matter arising under 49 U.S.C. chapter 53, the Regulations and this assurance.

B. Compliance with FTA Regulations. During the performance of this Agreement, SUB-RECIPIENT, for itself, its assignees and successors in interest agrees as follows:

1. SUB-RECIPIENT shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (DOT), Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are incorporated herein by this reference and made a part of this contract.
2. With regard to the work performed by it during the contract, SUB-RECIPIENT shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of sub-contractors, including procurement and leases of equipment.

3. In all solicitations, either by competitive bidding or negotiation, made by SUB-RECIPIENT for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by SUB-RECIPIENT of the sub-contractor's obligations under this Agreement and the Regulations relative to non-discrimination on the grounds of race, color, sex or national origin.
4. SUB-RECIPIENT shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by PHOENIX or the FTA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of SUB-RECIPIENT is in the exclusive possession of another who fails or refuses to furnish this information, SUB-RECIPIENT shall so certify to PHOENIX, or the FTA, as appropriate, and shall set forth what efforts it has made to obtain the information.
5. In the event of SUB-RECIPIENT's noncompliance with the nondiscrimination provisions of this contract, PHOENIX shall impose such contract sanctions as it or the FTA may determine to be appropriate, including, but not limited to:
  - a) Withholding of payments to SUB-RECIPIENT under the grant award until SUB-RECIPIENT complies; and/or,
  - b) Cancellation, termination or suspension of this Agreement, in whole or in part.
6. SUB-RECIPIENT shall include the FTA provisions included in paragraphs 1 through 4 of Section B, in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. SUB-RECIPIENT shall take such action with respect to any sub-contract or procurement as PHOENIX or the FTA may direct as a means of enforcing such provisions, including sanctions for noncompliance: provided, however, that, in the event SUB-RECIPIENT becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, SUB-RECIPIENT may request that PHOENIX enter into such litigation to protect the interests of PHOENIX, and, in addition, SUB- RECIPIENT may request the United States to enter into such litigation to protect the interests of the United States.

7. SUB-RECIPIENT hereby adopts the Title VI investigation and tracking procedure developed by PHOENIX. SUB-RECIPIENT agrees that PHOENIX personnel shall conduct Title VI investigations. The determinations made by PHOENIX of Title VI complaints shall be binding upon SUB-RECIPIENT. SUB-RECIPIENT shall maintain a list of any active Title VI investigations conducted by any governmental entity, including PHOENIX and shall maintain a Title VI complaint log of closed investigations for three (3) years. SUB-RECIPIENT shall provide information to the public concerning its Title VI obligations and apprise the public of protections offered by Title VI.
8. SUB-RECIPIENT specifically avows that, where applicable, it is and will provide fair and equitable labor protective arrangements, as reflected in 49 U.S.C. 5333(b), otherwise known as 13(c).
9. SUB-RECIPIENT shall comply with the following Statutes and Regulations:
  - 18 U.S.C. 1001
  - Section 5323(d) of 49 U.S.C. chapter 53
  - Section 5323(f) of 49 U.S.C. chapter 53
  - Section 5309(i) of 49 U.S.C. chapter 53
  - Section 5301 of 49 U.S.C. chapter 53
  - Section 5326 of 49 U.S.C. chapter 53
  - Section 5329 of 49 U.S.C. chapter 53
  - Section 5337 of 49 U.S.C. chapter 53
  - Section 5333 of 49 U.S.C. chapter 53 which requires compliance with applicable labor requirements.
  - Section 5310 of 49 U.S.C. chapter 53 which provides, among other things, for the planning and design of mass transportation facilities to meet the special needs of senior persons and persons with disabilities.
  - Section 5332 of 49 U.S.C. chapter 53 which, among other things, prohibits discrimination on the basis of race, color, creed, national origin, sex or age.

**EXHIBIT "E," page 4**

Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d which, among other things, prohibits discrimination on the basis of race, color or national origin by recipients of federal financial assistance.

Title VII of the Civil Rights Act of 1964, 42 U.S.C. 2000e which, among other things, prohibits discrimination in employment.

Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794 which, among other things, prohibits discrimination on the basis of disability.

49 CFR Subtitle B, Chapter VI et seq. regulations promulgated by FTA.

49 CFR Parts 21, 23, 25, 26 and 27 regulations promulgated by the Department of Transportation governing Title VI, Minority Business Enterprise (Disadvantaged Business Enterprise/ Women's Business Enterprise), Relocation and Land Acquisition and Nondiscrimination on the basis of disability, respectively.

46 CFR Part 381 regulations promulgated by the Maritime Administration governing cargo preference requirements.

36 CFR Part 800 regulations promulgated by the Advisory Council on Historic Preservation.

31 CFR part 205 regulations promulgated by the Department of the Treasury governing letter of credit.

40 CFR Part 15 regulations promulgated by the Environmental Protection Agency pertaining to administration of clean air and water pollution requirements.

29 CFR Parts 5 and 215 regulations promulgated by the Department of Labor pertaining to construction labor and transit employee protections.

- C. Drug and Alcohol Testing. SUB-RECIPIENT shall have in place, maintain, and implement a plan and a program for compliance with U.S. DOT Drug and Alcohol Regulations, as specified in 49 CFR Part 40, 49 CFR 653 and 49 CFR 654. Said plan and program shall be modified to incorporate and comply with such other regulations as were adopted in the USDOT and published in the Federal Register as of February 14, 1994 and any subsequent changes thereto.

## **EXHIBIT "F"**

**UNITED STATES OF AMERICA  
DEPARTMENT OF TRANSPORTATION  
FEDERAL TRANSIT  
ADMINISTRATION**

### **MASTER AGREEMENT**

**For Federal Transit Administration Agreements authorized by  
49 U.S.C. chapter 53, Title 23, United States Code (Highways),  
the Moving Ahead for Progress in the 21<sup>st</sup> Century Act (MAP-21),  
the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for  
Users (SAFETEA-LU), as amended by the SAFETEA-LU Technical Corrections Act of  
2008, or other Federal laws that FTA administers.**

**FTA MA(20)  
October 1, 2013  
<http://www.fta.dot.gov/documents/20-Master.pdf>**



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## EXHIBIT "G"

### Required Local Provisions

1. Transactional Conflicts of Interest. All parties hereto acknowledge that this Agreement is subject to cancellation by either party pursuant to the provisions of A.R.S. Section 38-511.
2. Assignability; Successors and Assigns. This Agreement, and any rights or obligations hereunder, shall not be transferred or assigned by SUB-RECIPIENT without the prior written consent of PHOENIX. Any attempt to assign without such prior written consent shall be void.
3. Employment and Organization Disclaimer. This Agreement is not intended to, and will not, constitute, create, give rise to, or otherwise recognize a joint venture, partnership, or formal business association or organization of any kind as existing between the parties, and the rights and the obligations of the parties shall be only those expressly set forth herein. Neither party is the agent of the other nor is neither party authorized to act on behalf of the other party. SUB-RECIPIENT shall be liable to PHOENIX for any financial liability arising from any finding to the contrary by any forum of competent jurisdiction.
4. Entire Agreement; Modification (No Oral Modification). This Agreement, and any Exhibits, Attachments, or Schedules attached hereto, constitute the full and complete understanding and agreement of the parties. It supersedes and replaces any and all previous representations, understandings, and agreements, written or oral, relating to its subject matter. There shall be no oral alteration or modification of this Agreement; this Agreement and its terms, may not be modified or changed except in writing signed by both parties.
5. Invalidity of Any Provisions. This Agreement shall remain in full force and effect even if one or more of its terms or provisions have been held to be invalid or unenforceable. Such a holding shall result in the offending term or provision being ineffective to the extent of its invalidity or unenforceability without invalidating the remaining terms and provisions hereof; this Agreement shall thereafter be construed as though the invalid or unenforceable term or provision were not contained herein.

6. Compliance with Laws, Permits and Indemnity. SUB-RECIPIENT shall comply with all applicable laws, ordinances, regulations and codes of federal, state and local governments. Further, SUB-RECIPIENT shall be solely responsible for obtaining all approvals and permits necessary to perform the work called for under this Agreement. In addition, SUB-RECIPIENT shall indemnify, defend, save and hold harmless PHOENIX from all loss, cost and damage by reason of any violation of the provisions of this paragraph and from any liability including, but not limited to, fines, penalties and other costs arising therefrom.
7. Applicable Law and Litigation. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Arizona. Any and all litigation between the parties arising from this Agreement shall be litigated solely in the appropriate state court located in Maricopa County, Arizona.
8. Inspection and Audit. The provisions of Section 35-214, Arizona Revised Statutes, shall apply to this Agreement. PHOENIX shall perform the inspection and audit function specified therein.
9. Non-waiver. Should PHOENIX fail or delay in exercising or enforcing any right, power, privilege or remedy under this Agreement such failure or delay shall not be deemed a waiver, release or modification of the requirements of this Agreement or of any of the terms or provisions thereof.
10. Labor Protective Provisions. SUB-RECIPIENT shall fully cooperate with PHOENIX in meeting the legal requirements of the labor protective provisions of Section 5333(b) of Title 49 U.S. Code [formerly Section 13(c) of the Federal Transit Act of 1964, as amended (49 U.S.C. 1609)] and the Labor Agreements and side letters currently in force and certified by the United States Department of Labor. Changes, including changes in service and any other changes that may adversely affect transit employees, shall be made only after due consideration of the impact of such changes on Section 5333(b) protections granted to employees. SUB-RECIPIENT shall defend and indemnify PHOENIX from any and all claims and losses due, or alleged to be due, in whole or in part, to the consequences of changes made by SUB-RECIPIENT, that were not requested by PHOENIX which result in grievances, claims and/or liability.



## Legislation Description

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**File #: 15-591, Version: 1**

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**AUTHORIZATION TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF PHOENIX FOR ACCEPTANCE OF FEDERAL TRANSIT ADMINISTRATION GRANT AZ-16-X003 FOR TAXI VOUCHER PROGRAM**

Staff Contact: Jack Friedline, Director, Public Works

**Purpose and Recommended Action**

This is a request for City Council to waive reading beyond the title and adopt a resolution authorizing the Acting City Manager to enter into an intergovernmental agreement (IGA) with the City of Phoenix for acceptance of Federal Transit Administration (FTA) grant AZ-16-X003.

**Background**

Through a regional competitive application process, the City of Glendale was successful in securing \$62,500 in FTA grant funds with a required local match of \$62,500 for operating assistance for the Taxi Voucher Program. Glendale has been successful in securing FTA funding for this program for the past four years. The City of Phoenix is the designated recipient for all FTA funds in the region and this IGA with Phoenix will provide reimbursement toward operating expenses, thereby reducing Glendale's costs for existing transit services.

**Analysis**

The Taxi Voucher Program provides Glendale residents an additional option to existing transportation services for repetitive essential medical therapies, such as dialysis or chemotherapy. Last fiscal year, a total of 7,226 trips were provided through the program. Currently, there are over 50 people enrolled in the program. The program pays 75% of the taxi fare up to a maximum amount of \$15.00, with the resident paying the remaining 25%.

**Community Benefit/Public Involvement**

Transit services and programs provide a benefit to Glendale residents and visitors. These grant funds will provide operating assistance and improvements that will promote the continuation of quality and reliable services. This particular program gives our residents one more option to get back and forth from their medical appointments.

**Budget and Financial Impacts**

The total cost for the project associated with this grant is \$125,000. The grant will provide \$62,500 in federal funds toward this cost, requiring a local match of \$62,500. Funding for the match portion will come from the GO Transportation Operating budget. Upon Council approval, an account will be created in Fund 1650, Transportation Grants.

<b>Cost</b>	<b>Fund-Department-Account</b>
<b>\$62,500</b>	<b>1660-16540-518200, Fixed Route</b>

Capital Expense? No

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

RESOLUTION NO. 5011 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF PHOENIX (GRANT NO. AZ-16-X003) FOR ACCEPTANCE OF PASS-THROUGH GRANT FUNDING FOR TRANSIT SERVICES.

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

SECTION 1. That it is deemed in the best interest of the City of Glendale and the citizens thereof that the Intergovernmental Agreement with the City of Phoenix (Grant No. AZ-16-X003) for acceptance of pass-through grant funding for transit services be entered into, which agreement is now on file in the office of the City Clerk of the City of Glendale.

SECTION 2. That the City Manager or designee and the City Clerk be authorized and directed to execute and deliver said agreement on behalf of the City of Glendale.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this \_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
MAYOR

ATTEST:

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

APPROVED AS TO FORM:

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

REVIEWED BY:

\_\_\_\_\_  
Acting City Manager

RESOLUTION NO. 5012 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND ENTERING INTO CHANGE ORDER NO. 2 TO AN INTERGOVERNMENTAL AGREEMENT (GRANT PASS-THROUGH AGREEMENT) WITH THE CITY OF PHOENIX FOR GRANT NO. AZ-57-X013 RELATING TO TRANSIT SERVICES.

WHEREAS, the City of Glendale entered into an Intergovernmental Agreement with the City of Phoenix for a Grant Pass-through Agreement (AZ-57-X013) relating to transit services on February 14, 2012 (C-7934); and

WHEREAS, the City of Glendale further entered into Change Order No. 1 to said Intergovernmental Agreement on October 14, 2014 extending the term of the Agreement (C-7943-1); and

WHEREAS, the City of Glendale and the City of Phoenix wish to further extend the expiration date of said Intergovernmental Agreement to June 30, 2016.

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

SECTION 1. That it is deemed in the best interest of the City of Glendale and the citizens thereof that Change Order No. 2 to the Intergovernmental Agreement (Grant Pass-through Agreement) with the City of Phoenix for Grant No. AZ-57-X013 for transit services be entered into, which agreement is now on file in the office of the City Clerk of the City of Glendale.

SECTION 2. That the City Manager or designee and the City Clerk be authorized and directed to execute and deliver said amendment on behalf of the City of Glendale.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this \_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
MAYOR

ATTEST:

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

APPROVED AS TO FORM:

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

REVIEWED BY:

\_\_\_\_\_  
Acting City Manager  
iga\_transit\_az-57-x013.doc

CITY OF PHOENIX  
PUBLIC TRANSIT DEPARTMENT  
**CONTRACT CHANGE ORDER**

Change Order No.  
2

Contract No.  
132949

Issued To: (Name of Contractor or Consultant)  
CITY OF GLENDALE

Date  
8/3/2015

Project Description: GRANT PASS-THROUGH AGREEMENT AZ-57-X013

YOU ARE HEREBY requested to make the following changes to the contract, or to do the work described below which is not included in the contract. (Give brief description of work, estimate of quantities, fees or prices to be paid, etc.)

This change order extends the contract expiration period date to June 30, 2016.

All other terms and conditions of this agreement remain the same.

All other terms and conditions remain the same.

**ACCEPTANCE**

We, the undersigned, have given careful consideration to the change proposed, and hereby agree; if this proposal is approved that we will provide all equipment, furnish all materials, except as may otherwise be noted above, and perform all services necessary for the work specified, and will accept as full payment therefore the fees or prices shown above.

FIRM: CITY OF GLENDALE

SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

**ENDORSEMENTS**

REQUESTED BY:



Stephanie Child, Budget Analyst II

DATE

8/3/15

RECOMMENDED BY:



Kim Hayden, Contracts Specialist - Ld.

DATE

8/3/15

PTD FISCAL SECTION REVIEW:



Kenneth Kessler, Deputy Public Transit Director

DATE

8/3/15

CHECKED AS TO AVAILABILITY OF FUNDS BY:

N/A

Budget and Research Department

DATE

APPROVED FOR THE CITY MANAGER BY:

Maria Hyatt - Public Transit Director / Ted Mariscal

DATE



**AGREEMENT NO. \_\_\_\_\_**  
**CFDA – 20.513**  
**INTERGOVERNMENTAL AGREEMENT**  
**BETWEEN**  
**THE CITY OF PHOENIX**  
**AND**  
**THE CITY OF GLENDALE**  
**Grant Pass-through Agreement**  
**Grant No. AZ-16-X003**

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between the City of Phoenix, a municipal corporation duly organized and existing under the laws of the state of Arizona (hereinafter referred to as “PHOENIX”) and City of Glendale, a municipal corporation, duly organized and existing under the laws of the state of Arizona (hereinafter referred to as “SUB-RECIPIENT”).

**RECITALS**

WHEREAS, the City Manager of PHOENIX, is authorized and empowered by provisions of the City Charter to execute contracts; and,

WHEREAS, PHOENIX has Charter authority to provide transit services and Charter and statutory authority to enter into Agreements with other entities within the Phoenix Urban Area to provide transit services [A.R.S. Section 11-951, et seq.; Chapter 2, Section 2, Subsections (c)(i) and (l), Charter of the City of Phoenix, 1969]; and,

WHEREAS, except as prohibited by the constitution of this state, or restricted by its Charter, SUB-RECIPIENT has broad statutory and Charter authority to exercise all of "the powers granted to municipal corporations and to cities by the constitution and laws of this state and by (its) charter, together with all the implied powers necessary to carry into execution all the powers granted. . . . (l)t (being) intended that (SUB-RECIPIENT) shall have and may exercise all powers which under the constitution of this state it would be competent for (SUB-RECIPIENT's) charter to specifically enumerate." (Article I, Section 3, Charter of the City of Glendale); and to enter into intergovernmental agreements with other governmental entities (Article I, Section 3, Charter of the City of Glendale; A.R.S. Section 11-951, et seq.); and,

WHEREAS, the laws of the state of Arizona authorize municipalities to: (1) “engage in any business or enterprise which may be engaged in by persons by virtue of a franchise from the municipal corporation . . .” [A.R.S. Section 9-511 (A)]; (2) to “appropriate and spend public monies” on activities that “will assist in the creation or retention of jobs or will otherwise improve or enhance the economic welfare of (its) inhabitants . . .” [A.R.S. Section 9-500.11 ]; and, (3) to “be vested with all the powers of incorporated towns as set forth in title 9, in addition to all powers vested in them pursuant to their respective charters, or other provisions of law . . .” [A.R.S. Section 9-499.01 ]; and,

WHEREAS, transit activities are one of the types of activities authorized pursuant to the aforementioned statutory and Charter authority and such powers do not conflict with any of the provisions of SUB-RECIPIENT's charter; and,

WHEREAS, Chapter 53 of 49 United States Code (formerly the Federal Transit Act of 1964, as amended), makes financial aid available to municipalities and local units of government showing a substantial effort toward the preservation, improvement and operation of mass transit systems; and,

WHEREAS, PHOENIX successfully applied to the Federal Transit Administration (FTA) for a FTA grant for the purpose of Taxi Voucher Program and same was awarded as Grant No. AZ-16-X003 and,

WHEREAS, SUB-RECIPIENT shall receive funds from said Grant and perform the work as required therein all as set forth in Exhibit "A" hereto which Exhibit is, by this reference, incorporated herein as though fully set forth; and,

WHEREAS, PHOENIX and SUB-RECIPIENT have been authorized by their respective Councils to enter into this Agreement; NOW, THEREFORE,

### AGREEMENT

IT IS HEREBY AGREED, by and between the parties, as follows:

1. Grant Reimbursement. PHOENIX agrees to reimburse SUB-RECIPIENT for the federal share of the purchase of item/services shown in the "Project Description" box on Exhibit "A." Reimbursement shall not exceed the federal funds allocated to SUB-RECIPIENT, unless approved in writing by PHOENIX. The federal funds allocated to SUB-RECIPIENT under this Agreement shall not exceed \$62,500. SUB-RECIPIENT shall provide the required local match for these projects. No reimbursements shall be made unless all required reports have been submitted. Projects must be completed and reimbursement must be requested within thirty (30) months of the grant award by the FTA, i.e., the FTA obligation date. The thirty (30) month duration shall be the term of the Agreement. Funding for uncompleted and unbilled projects will be reassigned at the discretion of PHOENIX, as needed to close out the grant.

A. Application for reimbursement of federal share.

SUB-RECIPIENT shall submit their application for reimbursement of federal share to:

City of Phoenix  
Public Transit Department  
Fiscal Services Division, Accounts Payable Section  
City of Phoenix  
302 N. 1<sup>st</sup> Ave.; Suite 900  
Phoenix, AZ 85003

The cover letter must identify the City of Phoenix contract number and the period for which the application is submitted.

SUB-RECIPIENT shall submit its application with the reimbursement request form that is attached as **Exhibit "B"** to this Agreement.

B. Backup Documentation.

The application for reimbursement must be accompanied by detailed backup documentation for all eligible expenses. At a minimum the documentation shall include, but is not limited to, the following.

1. A listing of all invoiced costs with vendors and payment dates.
2. Copies of paid invoices received from vendors for purchases of supplies and services and corresponding proof of payment such as cancelled checks or bank statements.
3. All purchases of vehicles shall be accompanied with "Vehicle Inventory Record" form.
4. All other asset purchases shall be accompanied with a "Capital Asset Purchase" form.
5. All reimbursements for staff time must include a verification of all hours billed, including copies of all applicable timecards or other time reporting documentation.
6. Such other documentation as PHOENIX or the FTA may require.
7. All reimbursements for indirect costs must be accompanied by an approved cost allocation plan on file with SUBRECIPIENT'S cognizant federal agency.

2. Exhibits and Incorporation by Reference. Attached hereto are the following Exhibits each of which is, by this reference, incorporated herein as though fully set forth.

- |         |   |   |
|---------|---|---|
| Exhibit | A | Federal Grant Pass Through Agreement Detail Summary     |
| Exhibit | B | FTA Grant Expenditure Reimbursement Request Application |
| Exhibit | C | Required Reports  |
| Exhibit | D | Required Federal Provisions                             |

- Exhibit E Partial List of Applicable Laws
- Exhibit F Master Grant Agreement, Table of Contents
- Exhibit G Required Local Provisions

3. Sub-recipient Performance. SUB-RECIPIENT shall complete the project for which grant funds have been awarded in a proper and timely manner. SUB-RECIPIENT further acknowledges that it is responsible for complying with all federal, state, and local requirements required under the grant. SUB-RECIPIENT agrees that failure to comply with all applicable requirements may result in the withholding of grant funds to SUB-RECIPIENT for the specific grant.
4. Insurance. SUB-RECIPIENT acknowledges that it has adequate insurance to cover the projects that are provided in Exhibit 'A' in the event of damage or complete loss.
5. Notice. Any notice, consent, or other communication ("NOTICE") required or permitted under this Agreement shall be in writing and either delivered in person, sent by facsimile transmission, deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested, or deposited with any commercial air courier or express service addressed as follows:

If intended for SUB-RECIPIENT:

Kevin Link  
Interim - Transit Manager  
City of Glendale  
6210 W. Myrtle Ave., Suite S  
Glendale, AZ 85301-1700  
Telephone: (623) 930.3508  
FAX: (623) 931.6960

If intended for PHOENIX:

Maria Hyatt  
Public Transit Director  
Public Transit Department  
City of Phoenix  
302 N. 1<sup>st</sup> Ave., Ste. 900  
Phoenix, Arizona 85003  
Telephone: (602) 262.7242  
FAX: (602) 495.2002

Notice shall be deemed received at the time it is personally served or, on the day it is sent by facsimile transmission, on the second day after its deposit with any commercial air courier or express service or, if mailed, ten (10) days after the notice is deposited in the United States mail as above provided. Any time period stated in a notice shall be computed from the time the notice is deemed received. Either party may change its mailing address, FAX number, or the person to receive notice by notifying the other party as provided in this section.

Notice sent by facsimile transmission shall also be sent by regular mail to the recipient at the above address. This requirement for duplicate notice is not intended to change the effective date of the notice sent by facsimile transmission.

6. Effective Date: This Agreement shall be in full force and effect on the date provided above.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

CITY OF PHOENIX, ARIZONA  
Ed Zuercher, City Manager

By \_\_\_\_\_  
Maria Hyatt  
Public Transit Director

ATTEST:

\_\_\_\_\_  
City Clerk - PHOENIX

APPROVED AS TO FORM:

\_\_\_\_\_  
Acting City Attorney - PHOENIX

APPROVED BY PHOENIX CITY COUNCIL BY FORMAL ACTION ON 5-28-2014.

CITY OF GLENDALE, ARIZONA  
A Municipal Corporation

By \_\_\_\_\_

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
City Clerk - GLENDALE

\_\_\_\_\_  
City Attorney for GLENDALE

APPROVED BY SUB-RECIPIENT'S GOVERNING BODY BY FORMAL ACTION ON:

\_\_\_\_\_

**INTERGOVERNMENTAL AGREEMENT DETERMINATION**

In accordance with the requirements of Section 11-952(D), Arizona Revised Statutes, each of the undersigned attorneys acknowledge: (1) that they have reviewed the above Agreement on behalf of their respective clients; and, (2) that, as to their respective clients only, each attorney has determined that this Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

\_\_\_\_\_  
Attorney for PHOENIX

\_\_\_\_\_  
Attorney for SUB-RECIPIENT

**EXHIBIT "A"**

**FEDERAL GRANT PASS THRU AGREEMENT**

GRANT NUMBER: AZ-16-X003				
GRANT RECIPIENT: CITY OF PHOENIX				
GRANT SUB- RECIPIENT'S NAME: CITY OF GLENDALE				
GRANT SUB- RECIPIENT'S ADDRESS: 6210 W. Myrtle Ave. Suite S Glendale, AZ 85301				
TOTAL ELIGIBLE PROJECT COST (TEPC):		\$125,000		
• Federal Share of TEPC:		\$62,500		
• Local Share/Match of TEPC:		\$62,500		
PROJECT(S) DESCRIPTION:				
Ali Code:	Project(s) Description:	Local:	Federal:	Total:
30.09.00	Taxi Voucher Program	\$62,500	\$62,500	\$125,000



**EXHIBIT "B"**

**FTA Grant Expenditure Reimbursement Request Application**

The information provided will be used by the City of Phoenix Public Transit Department (PTD) to monitor sub-recipient expenditures for FTA-funded projects and disburse FTA funds for eligible costs. No further FTA funds may be disbursed unless this report is completed and submitted as required.

<b>SUB-RECIPIENT ORGANIZATION NAME AND ADDRESS</b>	<b>GRANT AGREEMENT NUMBER</b>	<b>REQUEST NO.</b>
<b>REPORTING PERIOD (Dates)</b>		
	<b>FROM:</b>	<b>TO:</b>
	<b>TOTAL</b>	<b>LOCAL MATCH</b>
		<b>FTA SHARE</b>
<b>TOTAL ELIGIBLE PROJECT COSTS</b>	\$ -	\$ -
<b>TOTAL PREVIOUS PAYMENTS</b>	\$ -	\$ -
<b>CURRENT REIMBURSEMENT REQUESTED</b>	\$ -	\$ -
<b>REMAINING FUNDING</b>	\$ -	\$ -

**REQUIRED SIGNATURES**

This document must be signed by the sub-recipient's Transit Manager and Chief Financial Officer or their designated representative(s).

**CERTIFICATION**

We certify the financial expenditures submitted for reimbursement with this report, including supporting documentation, are eligible and allowable expenditures, have been incurred compliant with all applicable Federal laws and regulations, have not been previously requested, and all matching requirements have been met. In addition, we understand that any discovery of a violation of a Federal law or regulation, or failure to follow any applicable Federal directives may result in withdrawal of federal participation.

SIGNATURE OF TRANSIT MANAGER OR DESIGNEE	DATE
TYPED OR PRINTED NAME AND TITLE	TELEPHONE
SIGNATURE OF CHIEF FINANCIAL OFFICER OR DESIGNEE	DATE
TYPED OR PRINTED NAME AND TITLE	TELEPHONE

***Instructions***

1. Keep a copy of all documents submitted.
2. All project records, including financial records, must be maintained for 3 years beyond the later of asset disposal or final close-out of the grant with FTA.

	<i>For PTD use only</i>
Date request received:	Approved for funds availability (signature/date)

## EXHIBIT "C"

### Required Reports

SUB-RECIPIENT agrees to submit reports and statements or plans as now or hereafter required by PHOENIX or the FTA. Quarterly reports are due on or before the 15th of the month following the end of the quarter, i.e., October 15, January 15, April 15 and July 15; and annual reports are due ninety days (except NTD Report which shall be due 150 days) after the end of the fiscal year (July 1 - June 30). Drug and Alcohol Reports are due January 31 for the previous calendar year.

<b>REPORT</b>	<b>FREQUENCY</b>	<b>DESCRIPTION</b>
DBE Reports	As required by PHOENIX	DBE Participation, Utilization, Annual Goal Setting, Progress, and Information reports
Grant Status Report	Quarterly	Status of each project by grant number
NTD Report – Close Out Letter	Annually	Copy for information only
Fixed Assets Status Report	Annually	Inventory of all FTA funded assets
Single Audit Report	Annually	Copy of federally required audit
Drug and Alcohol Reports	Annually	FTA Drug and Alcohol Testing
<b><u>5310 FTA Grants</u></b>		
Grant Performance Information	Annually or as required by FTA	Evaluation of Grant Accomplishments

The reports and required submissions listed above may be increased, revised, reorganized, deleted or changed as required by FTA guidelines. **All reports must be current before any FTA funds will be disbursed by PHOENIX.**

## EXHIBIT "C"

## **EXHIBIT "D"**

### **Required Federal Provisions**

1. SUB-RECIPIENT shall permit the authorized representatives of PHOENIX, the United States Department of Transportation, and the Controller General of the United States to inspect and audit all data, books, records and reports relating to this Agreement and SUB-RECIPIENT's performance hereunder. PHOENIX's audit shall be at SUB-RECIPIENT's sole cost and expense. All required records shall be maintained for a minimum of three years, after the grant has been formally closed.
2. Both parties warrant that no person has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee; and, further, that no member or delegate to Congress, the City Council or any employee of PHOENIX or SUB-RECIPIENT, has any interest, financial or otherwise, in this Agreement.
3. SUB-RECIPIENT shall fully comply with the Disadvantaged Business Enterprise (DBE) Regulations of the U.S. Department of Transportation (USDOT), 49 CFR Part 26 and with the FTA-approved aspirational goal submitted by PHOENIX as the recipient on behalf of the region. SUB-RECIPIENT shall abide by all stipulations, regulations, and procedures set forth in the FTA-approved City of Phoenix DBE Program Plan. The Transit Civil Rights Officer of the City of Phoenix Public Transit Department and representative(s) of the City of Phoenix Equal Opportunity Department will meet annually with SUB-RECIPIENT to cooperatively determine DBE participation for all FTA assisted projects.
4. In performing the services for which federal funding is provided under this Agreement, SUB-RECIPIENT agrees to comply with all laws, rules, regulations, standards, orders or directives (hereinafter "Laws") applicable to this Agreement, to the services provided pursuant to this Agreement, and to PHOENIX as the designated recipient of FTA funding. The Laws referred to above include federal, state and local laws, and include, but is not limited to, those items set forth in Exhibit "D."

**EXHIBIT "D," page 2**

5. The parties acknowledge that federal funds are being used for the work, services and/or operations provided under this Agreement. In that regard the City of Phoenix, as the designated grant recipient, is obligated to accept and comply with all of the terms and conditions set forth in the Federal Transit Administration (FTA) Master Grant Agreement. In order for SUB-RECIPIENT to receive funding under this Agreement with the City of Phoenix, SUB-RECIPIENT is required to similarly accept and comply with all such terms and conditions and SUB-RECIPIENT does hereby specifically agree to be bound thereby. A copy of the Master Grant Agreement has been provided to SUB-RECIPIENT and additional copies are available from the City of Phoenix. The Master Grant Agreement for FY2014 and any subsequent revisions are, by this reference, incorporated herein as though fully set forth. Further, a summary of some of the terms of the Master Grant Agreement, as set forth its Table of Contents, are attached hereto as Exhibit "F" and are, by this reference, incorporated herein. The items listed in Exhibit "F" are illustrative only and are set forth in the Exhibit for SUB-RECIPIENT's ease of reference; SUB-RECIPIENT is solely responsible for complying with all of the terms and conditions of the Master Grant Agreement and any subsequent revisions whether or not they are set forth in Exhibit "F".
6. SUB-RECIPIENT understands and acknowledges the applicability of the Immigration Reform and Control Act of 1986 (IRCA) and agrees to comply with the IRCA in the performance of this Agreement.
7. SUB-RECIPIENT shall fully comply with Equal Employment Opportunity (EEO) regulations of the U.S. Department of Transportation (USDOT) Federal Transit Administration (FTA) Circular 4704.1. SUB-RECIPIENT shall provide an EEO Program Plan when they employ 50 or more transit-related employees and requests or receives capital or operating assistance under Section 3, 4(i), or 9 of the UMT Act; assistance under 23 U.S.C. 142 (a) (2) or any combination thereof, in excess of \$1 million in the previous Federal fiscal year; or requests or receives planning assistance under Section 8 and/or 9 in excess of \$250,000 in the previous Federal fiscal year. SUB-RECIPIENT shall fully comply with EEO regulations as they pertain to subcontractors. Any subcontractor with 50 or more transit-related employees shall provide an EEO Program Plan.

## EXHIBIT "E"

### Partial List of Applicable Laws

- A. Federal Codes. SUB-RECIPIENT shall comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to U.S.C. 2000d-4 (hereinafter referred to as the Act) and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in federally-assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the Regulations) and other pertinent directives, to the end that in accordance with the Act, Regulations and other pertinent directives, no person in the United States shall, on the grounds of race, color, sex or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which SUB-RECIPIENT receives federal financial assistance, directly or indirectly, from the Department of Transportation, including the Federal Transit Administration, and hereby gives assurance that it will promptly take any measures necessary to effectuate this Agreement. This assurance is required by Subsection 21.7(a)(1) of the Regulations.

More specifically and without limiting the above general assurance, SUB-RECIPIENT hereby gives the following specific assurances with respect to the project:

1. SUB-RECIPIENT shall insert the following notification in all solicitations for bids for work or material subject to the Regulations and made in connection with a project under 49 U.S.C. chapter 53 and, in adapted form in all proposals for negotiated agreements:

CONTRACTOR, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, non-discrimination in federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders and proposers that it will affirmatively ensure that in regard to any contract or procurement entered into pursuant to this advertisement, Disadvantaged Business Enterprise will be afforded full opportunity to submit bids and proposals in response to this invitation and will not be discriminated against on the grounds of race, color, sex or national origin in consideration for an award.

2. If SUB-RECIPIENT carries out a program of training under Section 5312 of Title 49, United States Code chapter 53, the assurance shall obligate SUB-RECIPIENT to make selection of the trainee or fellow without regard to race, color, sex or national origin.
3. Where SUB-RECIPIENT receives federal financial assistance to carry out a program under Title 49, United States Code chapter 53, the assurance shall obligate SUB-RECIPIENT to assign transit operators and to furnish transit operators without regard to race, color, sex or national origin.
4. Where SUB-RECIPIENT carries out a program under Title 49, United States Code chapter 53, routing, scheduling, quality of service, frequency of service, age and quality of vehicles assigned to routes, quality of stations serving different routes and location of routes may not be determined on the basis of race, color, sex or national origin.
5. This assurance obligates SUB-RECIPIENT for the period during which federal financial assistance is extended to the project.
6. SUB-RECIPIENT shall provide for such methods of administration for the program as are found by PHOENIX to give reasonable guarantee that it, its contractors, sub-contractors, transferee's, successors in interest and other participants under such program will comply with all requirements imposed or pursuant to 49 U.S.C. chapter 53, the Regulations and this assurance.
7. SUB-RECIPIENT agrees that PHOENIX has a right to seek judicial enforcement with regard to any matter arising under 49 U.S.C. chapter 53, the Regulations and this assurance.

B. Compliance with FTA Regulations. During the performance of this Agreement, SUB-RECIPIENT, for itself, its assignees and successors in interest agrees as follows:

1. SUB-RECIPIENT shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (DOT), Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are incorporated herein by this reference and made a part of this contract.
2. With regard to the work performed by it during the contract, SUB-RECIPIENT shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of sub-contractors, including procurement and leases of equipment.

3. In all solicitations, either by competitive bidding or negotiation, made by SUB-RECIPIENT for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by SUB-RECIPIENT of the sub-contractor's obligations under this Agreement and the Regulations relative to non-discrimination on the grounds of race, color, sex or national origin.
4. SUB-RECIPIENT shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by PHOENIX or the FTA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of SUB-RECIPIENT is in the exclusive possession of another who fails or refuses to furnish this information, SUB-RECIPIENT shall so certify to PHOENIX, or the FTA, as appropriate, and shall set forth what efforts it has made to obtain the information.
5. In the event of SUB-RECIPIENT's noncompliance with the nondiscrimination provisions of this contract, PHOENIX shall impose such contract sanctions as it or the FTA may determine to be appropriate, including, but not limited to:
  - a) Withholding of payments to SUB-RECIPIENT under the grant award until SUB-RECIPIENT complies; and/or,
  - b) Cancellation, termination or suspension of this Agreement, in whole or in part.
6. SUB-RECIPIENT shall include the FTA provisions included in paragraphs 1 through 4 of Section B, in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. SUB-RECIPIENT shall take such action with respect to any sub-contract or procurement as PHOENIX or the FTA may direct as a means of enforcing such provisions, including sanctions for noncompliance: provided, however, that, in the event SUB-RECIPIENT becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, SUB-RECIPIENT may request that PHOENIX enter into such litigation to protect the interests of PHOENIX, and, in addition, SUB- RECIPIENT may request the United States to enter into such litigation to protect the interests of the United States.

7. SUB-RECIPIENT hereby adopts the Title VI investigation and tracking procedure developed by PHOENIX. SUB-RECIPIENT agrees that PHOENIX personnel shall conduct Title VI investigations. The determinations made by PHOENIX of Title VI complaints shall be binding upon SUB-RECIPIENT. SUB-RECIPIENT shall maintain a list of any active Title VI investigations conducted by any governmental entity, including PHOENIX and shall maintain a Title VI complaint log of closed investigations for three (3) years. SUB-RECIPIENT shall provide information to the public concerning its Title VI obligations and apprise the public of protections offered by Title VI.
8. SUB-RECIPIENT specifically avows that, where applicable, it is and will provide fair and equitable labor protective arrangements, as reflected in 49 U.S.C. 5333(b), otherwise known as 13(c).
9. SUB-RECIPIENT shall comply with the following Statutes and Regulations:
  - 18 U.S.C. 1001
  - Section 5323(d) of 49 U.S.C. chapter 53
  - Section 5323(f) of 49 U.S.C. chapter 53
  - Section 5309(i) of 49 U.S.C. chapter 53
  - Section 5301 of 49 U.S.C. chapter 53
  - Section 5326 of 49 U.S.C. chapter 53
  - Section 5329 of 49 U.S.C. chapter 53
  - Section 5337 of 49 U.S.C. chapter 53
  - Section 5333 of 49 U.S.C. chapter 53 which requires compliance with applicable labor requirements.
  - Section 5310 of 49 U.S.C. chapter 53 which provides, among other things, for the planning and design of mass transportation facilities to meet the special needs of senior persons and persons with disabilities.
  - Section 5332 of 49 U.S.C. chapter 53 which, among other things, prohibits discrimination on the basis of race, color, creed, national origin, sex or age.

**EXHIBIT "E," page 4**

Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d which, among other things, prohibits discrimination on the basis of race, color or national origin by recipients of federal financial assistance.



Title VII of the Civil Rights Act of 1964, 42 U.S.C. 2000e which, among other things, prohibits discrimination in employment.

Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794 which, among other things, prohibits discrimination on the basis of disability.

49 CFR Subtitle B, Chapter VI et seq. regulations promulgated by FTA.

49 CFR Parts 21, 23, 25, 26 and 27 regulations promulgated by the Department of Transportation governing Title VI, Minority Business Enterprise (Disadvantaged Business Enterprise/ Women's Business Enterprise), Relocation and Land Acquisition and Nondiscrimination on the basis of disability, respectively.

46 CFR Part 381 regulations promulgated by the Maritime Administration governing cargo preference requirements.

36 CFR Part 800 regulations promulgated by the Advisory Council on Historic Preservation.

31 CFR part 205 regulations promulgated by the Department of the Treasury governing letter of credit.

40 CFR Part 15 regulations promulgated by the Environmental Protection Agency pertaining to administration of clean air and water pollution requirements.

29 CFR Parts 5 and 215 regulations promulgated by the Department of Labor pertaining to construction labor and transit employee protections.

- C. Drug and Alcohol Testing. SUB-RECIPIENT shall have in place, maintain, and implement a plan and a program for compliance with U.S. DOT Drug and Alcohol Regulations, as specified in 49 CFR Part 40, 49 CFR 653 and 49 CFR 654. Said plan and program shall be modified to incorporate and comply with such other regulations as were adopted in the USDOT and published in the Federal Register as of February 14, 1994 and any subsequent changes thereto.

## **EXHIBIT "F"**

**UNITED STATES OF AMERICA  
DEPARTMENT OF TRANSPORTATION  
FEDERAL TRANSIT  
ADMINISTRATION**

### **MASTER AGREEMENT**

**For Federal Transit Administration Agreements authorized by  
49 U.S.C. chapter 53, Title 23, United States Code (Highways),  
the Moving Ahead for Progress in the 21<sup>st</sup> Century Act (MAP-21),  
the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for  
Users (SAFETEA-LU), as amended by the SAFETEA-LU Technical Corrections Act of  
2008, or other Federal laws that FTA administers.**

**FTA MA(20)  
October 1, 2013  
<http://www.fta.dot.gov/documents/20-Master.pdf>**

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## EXHIBIT "G"

### Required Local Provisions

1. Transactional Conflicts of Interest. All parties hereto acknowledge that this Agreement is subject to cancellation by either party pursuant to the provisions of A.R.S. Section 38-511.
2. Assignability; Successors and Assigns. This Agreement, and any rights or obligations hereunder, shall not be transferred or assigned by SUB-RECIPIENT without the prior written consent of PHOENIX. Any attempt to assign without such prior written consent shall be void.
3. Employment and Organization Disclaimer. This Agreement is not intended to, and will not, constitute, create, give rise to, or otherwise recognize a joint venture, partnership, or formal business association or organization of any kind as existing between the parties, and the rights and the obligations of the parties shall be only those expressly set forth herein. Neither party is the agent of the other nor is neither party authorized to act on behalf of the other party. SUB-RECIPIENT shall be liable to PHOENIX for any financial liability arising from any finding to the contrary by any forum of competent jurisdiction.
4. Entire Agreement; Modification (No Oral Modification). This Agreement, and any Exhibits, Attachments, or Schedules attached hereto, constitute the full and complete understanding and agreement of the parties. It supersedes and replaces any and all previous representations, understandings, and agreements, written or oral, relating to its subject matter. There shall be no oral alteration or modification of this Agreement; this Agreement and its terms, may not be modified or changed except in writing signed by both parties.
5. Invalidity of Any Provisions. This Agreement shall remain in full force and effect even if one or more of its terms or provisions have been held to be invalid or unenforceable. Such a holding shall result in the offending term or provision being ineffective to the extent of its invalidity or unenforceability without invalidating the remaining terms and provisions hereof; this Agreement shall thereafter be construed as though the invalid or unenforceable term or provision were not contained herein.

6. Compliance with Laws, Permits and Indemnity. SUB-RECIPIENT shall comply with all applicable laws, ordinances, regulations and codes of federal, state and local governments. Further, SUB-RECIPIENT shall be solely responsible for obtaining all approvals and permits necessary to perform the work called for under this Agreement. In addition, SUB-RECIPIENT shall indemnify, defend, save and hold harmless PHOENIX from all loss, cost and damage by reason of any violation of the provisions of this paragraph and from any liability including, but not limited to, fines, penalties and other costs arising therefrom.
7. Applicable Law and Litigation. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Arizona. Any and all litigation between the parties arising from this Agreement shall be litigated solely in the appropriate state court located in Maricopa County, Arizona.
8. Inspection and Audit. The provisions of Section 35-214, Arizona Revised Statutes, shall apply to this Agreement. PHOENIX shall perform the inspection and audit function specified therein.
9. Non-waiver. Should PHOENIX fail or delay in exercising or enforcing any right, power, privilege or remedy under this Agreement such failure or delay shall not be deemed a waiver, release or modification of the requirements of this Agreement or of any of the terms or provisions thereof.
10. Labor Protective Provisions. SUB-RECIPIENT shall fully cooperate with PHOENIX in meeting the legal requirements of the labor protective provisions of Section 5333(b) of Title 49 U.S. Code [formerly Section 13(c) of the Federal Transit Act of 1964, as amended (49 U.S.C. 1609)] and the Labor Agreements and side letters currently in force and certified by the United States Department of Labor. Changes, including changes in service and any other changes that may adversely affect transit employees, shall be made only after due consideration of the impact of such changes on Section 5333(b) protections granted to employees. SUB-RECIPIENT shall defend and indemnify PHOENIX from any and all claims and losses due, or alleged to be due, in whole or in part, to the consequences of changes made by SUB-RECIPIENT, that were not requested by PHOENIX which result in grievances, claims and/or liability.



## Legislation Description

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**File #: 15-592, Version: 1**

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**AUTHORIZATION TO ENTER INTO CONTRACT CHANGE ORDER NO. 2 TO AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF PHOENIX FOR FEDERAL TRANSIT ADMINISTRATION GRANT NUMBER AZ-57-X013 FOR A PILOT SUPPLEMENTAL TAXI PROGRAM**

Staff Contact: Jack Friedline, Director, Public Works

### **Purpose and Recommended Action**

This is a request for City Council to waive reading beyond the title and adopt a resolution authorizing the Acting City Manager to enter into Contract Change Order No. 2 to an intergovernmental agreement (IGA) with the City of Phoenix for continued use of Federal Transit Administration (FTA) grant funds for transit services.

### **Background**

In 2012, the City of Glendale secured a FTA Grant AZ-57-X013 totaling \$10,250 in federal funds for a pilot supplemental taxi program. This grant is utilized through an IGA with the City of Phoenix, the designated recipient for all FTA funds in the region.

Grant AZ-57-X013 provides funding for taxi trips for customers who are traveling a short distance into neighboring cities. For these short trips, the customer uses a taxi, eliminating the need to transfer to another Dial-a-Ride system. The amount of federal funds awarded was \$10,250. To date, we have spent \$2,827. The program has been operational since July of 2014.

### **Analysis**

This IGA needs to be extended to allow the city to continue to market the program and evaluate the operational efficiencies for this service. This will allow time to exhaust the remaining balance of funds, as well as process the final closeout and reimbursement of funds from the City of Phoenix. This change order extends the contract expiration date of this grant agreement to June 30, 2016.

### **Previous Related Council Action**

On October 14, 2014, Council approved Change Order No. 1 to this IGA, extending the expiration of this agreement to June 30, 2015.

On February 14, 2012, Council approved an IGA with the City of Phoenix to accept this pass-through FTA grant.

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

Transit services and programs provide a benefit to Glendale residents and visitors through enhanced mobility options. This program gives our customers one more option to use when traveling to adjacent cities, and allows for a one-seat ride rather than transferring to another vehicle for short trips.

**Budget and Financial Impacts**

There are no budget impacts as a result of this change order.

RESOLUTION NO. 5012 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND ENTERING INTO CHANGE ORDER NO. 2 TO AN INTERGOVERNMENTAL AGREEMENT (GRANT PASS-THROUGH AGREEMENT) WITH THE CITY OF PHOENIX FOR GRANT NO. AZ-57-X013 RELATING TO TRANSIT SERVICES.

WHEREAS, the City of Glendale entered into an Intergovernmental Agreement with the City of Phoenix for a Grant Pass-through Agreement (AZ-57-X013) relating to transit services on February 14, 2012 (C-7934); and

WHEREAS, the City of Glendale further entered into Change Order No. 1 to said Intergovernmental Agreement on October 14, 2014 extending the term of the Agreement (C-7943-1); and

WHEREAS, the City of Glendale and the City of Phoenix wish to further extend the expiration date of said Intergovernmental Agreement to June 30, 2016.

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

SECTION 1. That it is deemed in the best interest of the City of Glendale and the citizens thereof that Change Order No. 2 to the Intergovernmental Agreement (Grant Pass-through Agreement) with the City of Phoenix for Grant No. AZ-57-X013 for transit services be entered into, which agreement is now on file in the office of the City Clerk of the City of Glendale.

SECTION 2. That the City Manager or designee and the City Clerk be authorized and directed to execute and deliver said amendment on behalf of the City of Glendale.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this \_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
MAYOR

ATTEST:

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

APPROVED AS TO FORM:

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

REVIEWED BY:

\_\_\_\_\_  
Acting City Manager  
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RESOLUTION NO. 5013 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND ENTERING INTO CHANGE ORDER NO. 2 TO AN INTERGOVERNMENTAL AGREEMENT (GRANT PASS-THROUGH AGREEMENT) WITH THE CITY OF PHOENIX FOR GRANT NO. AZ-05-0203 RELATING TO TRANSIT SERVICES.

WHEREAS, the City of Glendale entered into an Intergovernmental Agreement with the City of Phoenix for a Grant Pass-through Agreement (AZ-05-0203) relating to transit services on June 14, 2011 (C-7713); and

WHEREAS, the City of Glendale further entered into Change Order No. 1 to said Intergovernmental Agreement on February 25, 2014 extending the term of the Agreement (C-7713-1); and

WHEREAS, the City of Glendale and the City of Phoenix wish to further extend the expiration date of said Intergovernmental Agreement to June 30, 2016.

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

SECTION 1. That it is deemed in the best interest of the City of Glendale and the citizens thereof that Change Order No. 2 to the Intergovernmental Agreement (Grant Pass-through Agreement) with the City of Phoenix for Grant No. AZ-05-0203 for transit services be entered into, which agreement is now on file in the office of the City Clerk of the City of Glendale.

SECTION 2. That the City Manager or designee and the City Clerk be authorized and directed to execute and deliver said amendment on behalf of the City of Glendale.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this \_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
MAYOR

ATTEST:

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

APPROVED AS TO FORM:

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

REVIEWED BY:

\_\_\_\_\_  
Acting City Manager

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CITY OF PHOENIX  
PUBLIC TRANSIT DEPARTMENT  
**CONTRACT CHANGE ORDER**

Change Order No.  
2

Contract No.  
132949

Issued To: (Name of Contractor or Consultant)  
CITY OF GLENDALE

Date  
8/3/2015

Project Description: GRANT PASS-THROUGH AGREEMENT AZ-57-X013

YOU ARE HEREBY requested to make the following changes to the contract, or to do the work described below which is not included in the contract. (Give brief description of work, estimate of quantities, fees or prices to be paid, etc.)

This change order extends the contract expiration period date to June 30, 2016.

All other terms and conditions of this agreement remain the same.

All other terms and conditions remain the same.

**ACCEPTANCE**

We, the undersigned, have given careful consideration to the change proposed, and hereby agree; if this proposal is approved that we will provide all equipment, furnish all materials, except as may otherwise be noted above, and perform all services necessary for the work specified, and will accept as full payment therefore the fees or prices shown above.

FIRM: CITY OF GLENDALE

SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

**ENDORSEMENTS**

REQUESTED BY:



Stephanie Child, Budget Analyst II

DATE

8/3/15

RECOMMENDED BY:



Kim Hayden, Contracts Specialist - Ld.

DATE

8/3/15

PTD FISCAL SECTION REVIEW:



Kenneth Kessler, Deputy Public Transit Director

DATE

8/3/15

CHECKED AS TO AVAILABILITY OF FUNDS BY:

N/A

Budget and Research Department

DATE

APPROVED FOR THE CITY MANAGER BY:

Maria Hyatt - Public Transit Director / Ted Mariscal

DATE



## Legislation Description

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**File #: 15-594, Version: 1**

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**AUTHORIZATION TO ENTER INTO CONTRACT CHANGE ORDER NO. 2 TO AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF PHOENIX FOR FEDERAL TRANSIT ADMINISTRATION GRANT NUMBER AZ-05-0203 FOR THE DESIGN OF A PARK-AND-RIDE AND TRANSIT CENTER FACILITY**

Staff Contact: Jack Friedline, Director, Public Works

### **Purpose and Recommended Action**

This is a request for City Council to waive reading beyond the title and adopt a resolution authorizing the Acting City Manager to enter into Contract Change Order No. 2 to an intergovernmental agreement (IGA) with the City of Phoenix for continued use of Federal Transit Administration (FTA) grant funds for transit services.

### **Background**

In 2011, the City of Glendale secured FTA Grant AZ-05-0203 totaling \$840,366 in federal funds for the predesign and design of a park-and-ride and transit center facility in north Glendale. The grant required a local match of \$210,092, which will come from regional funds generated from Proposition 400, the Regional Sales Tax initiative. This grant is utilized through an IGA with the City of Phoenix, the designated recipient for all FTA funds in the region.

Final design of the transit center is complete and construction of the facility is underway. Final design of the park-and-ride facility has been suspended until the land acquisition process is completed. Staff is currently in negotiations with the property owners of the identified parcel. Once the land acquisition has been finalized, the consultant will immediately begin final design work to complete the design phase of the facility. The park-and-ride facility is currently at the 30% design phase. To date, the city has spent \$95,550 of the federal portion of the grant and \$23,888 of regional funds on the predesign and design of both facilities.

### **Analysis**

Progress has been made in expending these funds for this capital project. However, the IGA needs to be extended to allow for completion of the design phase of the park-and-ride facility, as well as processing the final closeout and reimbursement of funds from the City of Phoenix. Should this grant not be renewed, the city would lose the remaining balance of \$937,540 in grant funding and regional matching funds. This change order extends the contract expiration date of this grant agreement to June 30, 2016.

### **Previous Related Council Action**

On February 25, 2014, Council approved Change Order No. 1 to this IGA, extending the expiration of this agreement to June 30, 2015.

On June 14, 2011, Council approved an IGA with the City of Phoenix to accept this pass-through FTA grant.

**Community Benefit/Public Involvement**

Having a dedicated park-and-ride facility along Loop 101 in Northern Glendale will encourage transit use by the public, given the easy freeway access. All parking spaces will be covered and the facility will be monitored through the use of security cameras. To accommodate express bus users, the city is currently using two temporary locations for park-and-ride services-one at Arrowhead Towne Center and the other at the Foothills Recreation and Aquatics Center on Union Hills Drive. Once the new park-and-ride facility is completed, all express operations will be consolidated and moved to the new location.

**Budget and Financial Impacts**

There are no budget impacts as a result of this change order.

RESOLUTION NO. 5013 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND ENTERING INTO CHANGE ORDER NO. 2 TO AN INTERGOVERNMENTAL AGREEMENT (GRANT PASS-THROUGH AGREEMENT) WITH THE CITY OF PHOENIX FOR GRANT NO. AZ-05-0203 RELATING TO TRANSIT SERVICES.

WHEREAS, the City of Glendale entered into an Intergovernmental Agreement with the City of Phoenix for a Grant Pass-through Agreement (AZ-05-0203) relating to transit services on June 14, 2011 (C-7713); and

WHEREAS, the City of Glendale further entered into Change Order No. 1 to said Intergovernmental Agreement on February 25, 2014 extending the term of the Agreement (C-7713-1); and

WHEREAS, the City of Glendale and the City of Phoenix wish to further extend the expiration date of said Intergovernmental Agreement to June 30, 2016.

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

SECTION 1. That it is deemed in the best interest of the City of Glendale and the citizens thereof that Change Order No. 2 to the Intergovernmental Agreement (Grant Pass-through Agreement) with the City of Phoenix for Grant No. AZ-05-0203 for transit services be entered into, which agreement is now on file in the office of the City Clerk of the City of Glendale.

SECTION 2. That the City Manager or designee and the City Clerk be authorized and directed to execute and deliver said amendment on behalf of the City of Glendale.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this \_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
MAYOR

ATTEST:

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

APPROVED AS TO FORM:

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

REVIEWED BY:

\_\_\_\_\_  
Acting City Manager

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RESOLUTION NO. 5014 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND ENTERING INTO CHANGE ORDER NO. 2 TO AN INTERGOVERNMENTAL AGREEMENT (GRANT PASS-THROUGH AGREEMENT) WITH THE CITY OF PHOENIX FOR GRANT NO. AZ-95-X006-01 RELATING TO TRANSIT SERVICES.

WHEREAS, the City of Glendale entered into an Intergovernmental Agreement with the City of Phoenix for a Grant Pass-through Agreement (AZ-95-X006-01) relating to transit services on June 14, 2011 (C-7712); and

WHEREAS, the City of Glendale further entered into Change Order No. 1 to said Intergovernmental Agreement on February 25, 2014 extending the term of the Agreement (C-7712-1); and

WHEREAS, the City of Glendale and the City of Phoenix wish to further extend the expiration date of said Intergovernmental Agreement to June 30, 2016.

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

SECTION 1. That it is deemed in the best interest of the City of Glendale and the citizens thereof that Change Order No. 2 to the Intergovernmental Agreement (Grant Pass-through Agreement) with the City of Phoenix for Grant No. AZ-95-X006-01 for transit services be entered into, which agreement is now on file in the office of the City Clerk of the City of Glendale.

SECTION 2. That the City Manager or designee and the City Clerk be authorized and directed to execute and deliver said amendment on behalf of the City of Glendale.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this \_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
MAYOR

ATTEST:

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

APPROVED AS TO FORM:

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

REVIEWED BY:

\_\_\_\_\_  
Acting City Manager  
iga\_transit\_az-95-x006-01.doc

CITY OF PHOENIX  
PUBLIC TRANSIT DEPARTMENT  
**CONTRACT CHANGE ORDER**

Change Order No.  
**2**

Contract No.  
**131485**

Issued To: (Name of Contractor or Consultant)  
**CITY OF GLENDALE**

Date  
**8/3/2015**

Project Description: **GRANT PASS-THROUGH AGREEMENT (AZ-05-0203)**

**YOU ARE HEREBY requested to make the following changes to the contract, or to do the work described below which is not included in the contract. (Give brief description of work, estimate of quantities, fees or prices to be paid, etc.)**

This change order extends the contract expiration date to June 30, 2016.

All other terms and conditions of this agreement remain the same.

**ACCEPTANCE**

**ENDORSEMENTS**

We, the undersigned, have given careful consideration to the change proposed, and hereby agree; if this proposal is approved that we will provide all equipment, furnish all materials, except as may otherwise be noted above, and perform all services necessary for the work specified, and will accept as full payment therefore the fees or prices shown above.

FIRM: **CITY OF GLENDALE**

SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE SENT BY CITY OF PHOENIX: \_\_\_\_\_

REQUESTED BY:

*Stephanie Child*

Stephanie Child – Budget Analyst II

DATE

**8/3/15**

RECOMMENDED BY:

*Kim Hayden*

Kim Hayden – Contract Specialist II Ld.

DATE

**8/3/15**

PTD FISCAL SECTION REVIEW:

*Ken Kessler*

Ken Kessler – Deputy Public Transit Director

DATE

**8/3/15**

CHECKED AS TO AVAILABILITY OF FUNDS BY:

N/A

DATE

Budget and Research Department

APPROVED FOR THE CITY MANAGER BY:

DATE

\_\_\_\_\_  
Maria Hyatt –Public Transit Director / Ted Mariscal -----



## Legislation Description

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**File #: 15-595, Version: 1**

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**AUTHORIZATION TO ENTER INTO CONTRACT CHANGE ORDER NO. 2 TO AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF PHOENIX FOR FEDERAL TRANSIT ADMINISTRATION GRANT NUMBER AZ-95-X006-01 FOR THE DESIGN OF A PARK-AND-RIDE AND TRANSIT CENTER FACILITY**

Staff Contact: Jack Friedline, Director, Public Works

### **Purpose and Recommended Action**

This is a request for City Council to waive reading beyond the title and adopt a resolution authorizing the Acting City Manager to enter into Contract Change Order No. 2 to an intergovernmental agreement (IGA) with the City of Phoenix for continued use of Federal Transit Administration (FTA) grant funds for transit services.

### **Background**

In 2011, the City of Glendale secured FTA Grant AZ-95-X006-01 totaling \$635,896 in federal funds for the predesign and design of a park-and-ride and transit center facility in north Glendale. No local match is required. This grant is utilized through an IGA with the City of Phoenix, the designated recipient for all FTA funds in the region.

Final design of the transit center is complete and construction of the facility is underway. Final design of the park-and-ride facility has been suspended until the land acquisition process is completed. Staff is currently in negotiations with the property owners of the identified parcel. Once the land acquisition has been finalized, the consultant will immediately begin final design work to complete the design phase of the facility. The park-and-ride facility is currently at the 30% design phase. To date, the city has spent \$416,920 of the awarded amount on the predesign and design of both facilities.

### **Analysis**

Progress has been made in expending these funds for this capital project. However, the IGA needs to be extended to allow for completion of the design phase of the park-and-ride facility, final closeout and reimbursement of funds from the City of Phoenix. Should this grant not be renewed, the city would lose the remaining balance of \$218,976 in federal funding. This change order extends the contract expiration date of this grant agreement to June 30, 2016.

### **Previous Related Council Action**

On February 25, 2014, Council approved Change Order No. 1 to this IGA, extending the expiration of this agreement to June 30, 2015.

On June 14, 2011, Council approved an IGA with the City of Phoenix to accept this pass-through FTA grant.



**Community Benefit/Public Involvement**

Having a dedicated park-and-ride facility along Loop 101 in Northern Glendale will encourage transit use by the public, given the easy freeway access. All parking spaces will be covered and the facility will be monitored through the use of security cameras. To accommodate express bus users, the city is currently using two temporary locations for park-and-ride services-one at Arrowhead Towne Center and the other at the Foothills Recreation and Aquatics Center on Union Hills Drive. Once the new park-and-ride facility is completed, all express operations will be consolidated and moved to the new location.

**Budget and Financial Impacts**

There are no budget impacts as a result of this change order.

RESOLUTION NO. 5014 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND ENTERING INTO CHANGE ORDER NO. 2 TO AN INTERGOVERNMENTAL AGREEMENT (GRANT PASS-THROUGH AGREEMENT) WITH THE CITY OF PHOENIX FOR GRANT NO. AZ-95-X006-01 RELATING TO TRANSIT SERVICES.

WHEREAS, the City of Glendale entered into an Intergovernmental Agreement with the City of Phoenix for a Grant Pass-through Agreement (AZ-95-X006-01) relating to transit services on June 14, 2011 (C-7712); and

WHEREAS, the City of Glendale further entered into Change Order No. 1 to said Intergovernmental Agreement on February 25, 2014 extending the term of the Agreement (C-7712-1); and

WHEREAS, the City of Glendale and the City of Phoenix wish to further extend the expiration date of said Intergovernmental Agreement to June 30, 2016.

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

SECTION 1. That it is deemed in the best interest of the City of Glendale and the citizens thereof that Change Order No. 2 to the Intergovernmental Agreement (Grant Pass-through Agreement) with the City of Phoenix for Grant No. AZ-95-X006-01 for transit services be entered into, which agreement is now on file in the office of the City Clerk of the City of Glendale.

SECTION 2. That the City Manager or designee and the City Clerk be authorized and directed to execute and deliver said amendment on behalf of the City of Glendale.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this \_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
MAYOR

ATTEST:

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

APPROVED AS TO FORM:

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

REVIEWED BY:

\_\_\_\_\_  
Acting City Manager  
iga\_transit\_az-95-x006-01.doc

RESOLUTION NO. 5015 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE CITY MANAGER TO EXECUTE A LICENSE AGREEMENT FOR A WIRELESS COMMUNICATIONS SITE IN CITY OF GLENDALE RIGHT-OF-WAY LOCATED AT 4840 WEST BUTLER DRIVE IN GLENDALE, ARIZONA WITH VERIZON WIRELESS.

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

SECTION 1. That the City Manager or his designee is hereby authorized to execute and deliver a License Agreement for a Wireless Communications Site in Glendale Right-of-Way located at 4840 West Butler Drive in Glendale, Arizona with Verizon Wireless. Said license agreement is on file with the City Clerk.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this \_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
MAYOR

ATTEST:

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

APPROVED AS TO FORM:

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

REVIEWED BY:

\_\_\_\_\_  
Acting City Manager

**COMMUNICATIONS SITE LICENSE AGREEMENT FOR  
VERIZON WIRELESS (VAW) LLC, dba VERIZON WIRELESS,  
IN CITY OF GLENDALE RIGHT-OF-WAY**

This Communications Site License Agreement for Verizon Wireless (VAW) LLC, dba Verizon Wireless, in City of Glendale Right-of-Way (“Agreement”) is executed to be effective this \_\_\_ day of \_\_\_\_\_, 2015 (“Effective Date”), between the City of Glendale, an Arizona municipal corporation (“City”), and Verizon Wireless (VAW) LLC, a Delaware limited liability company, dba Verizon Wireless (“Licensee”).

**RECITALS**

- A. The City is the owner of certain right-of-way located in the City (“Licensed Area”), as more particularly described in the attached Exhibit A.
- B. Licensee desires to install, maintain and operate a “small cell” wireless communications facility (“Small Cell”) in the City’s right-of-way. The equipment includes, but is not limited to communications equipment, antennas, radio amplifiers, radio frequency and optical signal converters, power suppliers and meters, monitoring devices, fiber optic and other cabling, connectors and equipment necessary to serve Licensee’s Small Cell facilities as shown in Exhibit A (collectively, the “Facilities”).
- C. The City is willing to grant the Licensee a license to use the Licensed Area for the operation of the Facilities under the terms of this Agreement, subject to the approval of the Glendale City Council in connection with the public hearing requirements of A.R.S. § 9-551 *et seq.*, and all as implemented by the City’s Project Manager, whose approvals shall not be unreasonably withheld.

**AGREEMENT**

In consideration of the following mutual covenants, terms and conditions, the Parties agree as follows:

1. LICENSED AREA.

The Licensed Area includes and is limited to the following areas depicted in Exhibit A: i) The area on which the Facilities are located at 4840 West Butler Drive, or an alternative area in the right-of-way, as approved by the City; and ii) Reasonable access to the Facilities through the public right-of-way.

2. CITY’S REPRESENTATIONS AND WARRANTIES.

- A. The City represents and warrants to the Licensee that: i) the City, and its duly authorized signatory, have full right, power, and authority to execute this Agreement on behalf of the City; ii) the City has good and unencumbered title to

the Licensed Area free and clear of any liens or mortgages, except those disclosed to the Licensee that will not interfere with Licensee's right to use the Licensed Area; and iii) the City's execution and performance of this Agreement will not violate any laws, ordinances, covenants, mortgages, licenses or other agreements binding on the City.

- B. The Licensee has studied and inspected the Licensed Area and accepts the same "AS IS" without any express or implied warranties of any kind, other than those warranties contained in Subsection (2)(A) immediately above, including any warranties or representations by the City as to its condition or fitness for any particular use. The Licensee has inspected the Licensed Area and obtained information and professional advice as the Licensee has determined to be necessary related to this Agreement.

3. GRANT OF LICENSE; TERM.

- A. Nothing in this Agreement will be construed as granting the Licensee the authority to use any property that is owned by any person or entity other than the City.
- B. The initial term of this License Agreement shall be for a period of ten (10) years (the "Initial Term"), commencing on the Commencement Date (as defined in paragraph 4.C below) and ending at 11:59 p.m. on the day immediately preceding the tenth (10<sup>th</sup>) anniversary thereof, unless sooner terminated as stated herein. This Agreement shall be automatically renewed for no more than three successive five-year Renewal Terms, unless Licensor or Licensee notifies the other party in writing of such party's intent not to renew this Agreement at least one hundred eighty (180) days prior to the expiration of the Initial Term or any Renewal Term, as applicable.
- C. If Licensee continues to occupy the Licensed Area after the expiration or termination of this Agreement, holding over will not be considered to operate as a renewal or extension of this Agreement, but shall be a month-to-month license and the Licensee must pay the City fees in an amount that is double the amount of normal license fee that would otherwise be due under Section 4.
- D. Notwithstanding any provision in this Agreement to the contrary or any negotiation, correspondence, course of performance or dealing, or any other statements or acts by or between the parties, Licensee's rights in the Licensed Area are limited to the rights created by this Agreement. Licensee's rights are subject to all covenants, restrictions, easements, agreements, reservations and encumbrances upon, and all other conditions of title to, the Licensed Area. Licensee's rights under this Agreement are further subject to all present and future building restrictions, regulations, zoning laws, ordinances, resolutions and orders of any local, state or federal agency, now or later having jurisdiction over, the Licensed Area or the Licensee's use of the Licensed Area.

4. LICENSE FEES; COSTS; TAXES.

- A. As of the Commencement Date, Licensee shall pay, without notice and free from all claims, deductions and setoffs against the City, an annual license fee in the amount of \$3,368.00 for one (1) street light attachment, including ground equipment with a “footprint” of up to fifty (50) cubic feet, for Licensee’s Facilities and associated equipment within the Licensed Area, plus all appropriate taxes (see Section 23 below) and on each subsequent anniversary of the Commencement Date during the term of this Agreement, up to and including the expiration or earlier termination thereof (“Pole Attachment Fee”).
- B. The Pole Attachment Fee will increase by three percent (3%) annually on each anniversary of the Commencement Date.
- C. The “Commencement Date” shall be defined as the first day of the month immediately following the Effective Date of this Agreement. The first annual license fee shall be paid within forty-five (45) days following the Commencement Date, and all subsequent annual license fees paid in advance on or before the anniversary of the Commencement Date.
- D. If the Licensee fails to pay any fee in full within ten (10) business days after receipt of written notice of delinquency, the Licensee is responsible for interest on the unpaid principal balance at the rate of 18% per annum from the due date until payment is made in full.
- E. Upon submission of plans in connection with the approval of this Agreement, Licensee shall pay the City a dry utility permit fee in accordance with the City’s Community Development Fee Schedule.
- F. Licensee shall pay the City actual costs for inspections, materials testing and other costs incurred by the City as a direct result of the construction, repair, alteration or relocation of the Facilities. All costs shall be paid in full within thirty (30) days of invoice.

5. UTILITIES.

Licensee is responsible for obtaining and paying for all utilities necessary to operate the Facilities.

6. USE RESTRICTIONS.

- A. Subject to the interference provisions set forth below, Licensee shall at all times use reasonable efforts to minimize any impact that its use of the Licensed Area will have on other users of the Licensed Area.
- B. Licensee shall not remove, damage or alter in any way any improvements or personal property of the City upon the Licensed Area without the City’s prior

written approval. Licensee shall repair any damage or alteration to the City's property caused by Licensee's use of the Licensed Area to the same condition that existed before the damage or alteration, reasonable wear and tear excepted.

- C. Whenever the Licensee performs construction activities within the Licensed Area, the Licensee shall obtain all necessary construction permits and promptly, upon completion of construction, restore the remaining Licensed Area to the condition existing before construction to the satisfaction of the City's Project Manager. If the Licensee fails to restore the Licensed Area as required, the City may take all reasonable actions necessary to restore the Licensed Area, and the Licensee, within thirty (30) days of demand and receipt of an invoice, together with reasonable supporting documentation, will pay all of the City's reasonable costs of restoration.
- D. Licensee shall use the Licensed Area solely for constructing, installing, operating, maintaining, repairing, modifying and removing the Facilities. The Facilities are limited to the equipment and facilities listed on Exhibit A and other items as may be approved by the City, in its sole discretion, in writing.
- E. Licensee shall have a non-exclusive right for ingress and egress, seven (7) days a week, twenty-four (24) hours a day, for the construction, installation, operation, maintenance, modification and removal of the Facilities. In no event shall the City's use of the Licensed Area be unreasonably interrupted by the Licensee's work. Prior to entering upon the Licensed Area for activities that disrupt vehicular and/or pedestrian traffic, the Licensee shall give the Project Manager or designee at least forty-eight (48) hours advance notice in the manner provided in Section 21 of this Agreement or, in the event of emergency repairs, any prior notice as is practical.
- F. Licensee shall at all times have on call and at the City's access, an active, qualified, and experienced representative to supervise the Facilities, and who is authorized to act for the Licensee in matters pertaining to all emergencies and the day-to-day operation of the Facilities. The Licensee shall provide the Project Manager or designee with the names, addresses and 24-hour telephone numbers of designated persons in writing.
- G. In the vicinity of any above-ground facilities Licensee may have in the Licensed Area, Licensee shall keep the Licensed Area maintained, orderly and clean at all times.
- H. Licensee acknowledges that: i) the Licensee's use of the Licensed Area is subject and subordinate to, and shall not adversely affect, the City's use of the Licensed Area; and ii) the City reserves the right to further develop, maintain, repair, or improve the Licensed Area, provided that City shall reasonably cooperate with Licensee to ensure that Licensee's use and operation of the

Distributed Antenna System (DAS) Facilities is not interfered with or interrupted.

- I. Licensee shall not install any signs in the Licensed Area other than required safety or warning signs or other signs necessary for the use of the Licensed Area as requested or approved by the City. Licensee bears all costs pertaining to the erection, installation, maintenance and removal of all of its signs.

7. HAZARDOUS WASTE.

The Licensee shall not produce, dispose, transport, treat, use or store any hazardous waste or toxic substance upon or about the Licensed Area in violation of the Arizona Hazardous Waste Management Act, A.R.S. § 49-901 *et seq.*, the Resource Conservation and Recovery Act, 42 U.S.C. 6901 *et seq.*, the Toxic Substances Control Act, 15 U.S.C. 2601 *et seq.*, or any other federal, state or local law pertaining to hazardous waste or toxic substances. Licensee shall not use the Licensed Area in a manner inconsistent with any regulations, permits or approvals issued by any state agency. City and Licensee acknowledge that Licensee shall be utilizing and maintaining sealed batteries and that Licensee shall use and maintain such batteries pursuant to industry standards and applicable laws. The Licensee shall defend, indemnify and hold the City harmless against any loss or liability incurred by reason of any hazardous waste or toxic substance release on or affecting the Licensed Area to the extent caused by the Licensee, and shall immediately notify the City of any hazardous waste or toxic substance release at any time discovered or existing upon the Licensed Area. Licensee shall promptly and without request provide the City with copies of all written communications between the Licensee and any governmental agency concerning environmental inquiries, reports or problems in the Licensed Area. City shall defend, indemnify and hold Licensee harmless against any loss or liability incurred by reason of any hazardous waste or toxic substance release on or affecting the Licensed Area to the extent caused by City, its employees, agents or representatives.

8. LICENSEE'S IMPROVEMENTS; GENERAL REQUIREMENTS.

- A. The following provisions govern all improvements, repairs, installation and other construction, removal, demolition or similar work of any description by the Licensee related to the Facilities or the Licensed Area (collectively referred to as the "Licensee's Improvements"):
  - i) In no event, including termination of this Agreement for any reason, is the City obligated to compensate the Licensee in any manner for any of Licensee's Improvements or other work provided by the Licensee during or related to this Agreement. The Licensee shall timely pay for all labor, materials and work and all professional and other services related to Licensee's Improvements and defend, indemnify and hold harmless the City against the same;
  - ii) Licensee shall perform all work in a good, workmanlike manner, and shall diligently complete the work in conformance with all building codes



and similar requirements. Licensee's Improvements shall be commensurate with high quality industry standards as approved by the City, which approval shall not be unreasonably withheld, conditioned or delayed;

- iii) Licensee acknowledges that as of the Effective Date of this Agreement, the City has not approved or promised to approve any plans for the Licensee's Improvements, except for those improvements already in place or to the extent expressly stated in this Agreement;
- iv) Licensee shall make no structural or grading alterations, or similar structural modifications or additions or other significant construction work to the Licensed Area without having first received the written consent of the City, which consent shall not be unreasonably withheld, conditioned or delayed. Review shall include all improvements, equipment, fixtures, paint and other construction work of any description as described in all plans delivered by the Licensee to the City. All such plans and construction are subject to inspection and final approval by the City as to materials, design, function and appearance;
- v) Licensee shall keep as-built records of the Licensee's Improvements and furnish copies of records to the City, at no cost to the City, upon completion of improvements and any changes to the same. Licensee shall participate as a member of the Blue Stake Center under A.R.S. § 40-360.21 *et seq.*, regarding underground facilities, and submit proof of participation to the Property Manager upon request;
- vi) All changes to utility facilities shall be limited to the Licensed Area and shall be undertaken by the Licensee only with the written consent of the City, which consent shall not be unreasonably withheld, conditioned or delayed;
- vii) All of the Licensee's Improvements shall, be designed so as to present uniformity of design, function, appearance and quality throughout and consistency with other improvements located in the Licensed Area; and
- viii) Licensee shall properly mark and sign all excavations and maintain barriers and traffic control in accordance with applicable laws, regulations and best management practices.

B. The following procedure governs the Licensee's submission to the City of all plans for the Licensed Area and the Licensee's Improvements, including any proposed changes by the Licensee of previously approved plans:

- i) Licensee shall coordinate with the City as necessary on significant design issues prior to submission of plans;

- ii) Upon execution of this Agreement, the City and the Licensee shall each designate a project manager to coordinate the parties' participation in designing and constructing Licensee's Improvements. Each project manager shall devote time and efforts to the project as may be necessary for timely, good faith and convenient coordination among all persons involved with the project and compliance with this Agreement. The City's Project Manager will not be exclusively assigned to this Agreement or to the Licensee's Improvements;
- iii) No plans are considered finally submitted until the Licensee delivers to the City a formal certification by an engineer licensed in Arizona, acceptable to the Project Manager, to the effect that all of the Licensee's Improvements are properly designed to be safe and functional as designed and as required by this Agreement. The certification shall be accompanied by and refer to any backup information and analysis as the Project Manager may reasonably require;
- iv) No plans are considered approved until stamped "APPROVED" and dated by the City's Project Manager;
- v) Licensee acknowledges that the Project Manager's authority with respect to the Licensed Area is limited to the administration of the requirements of this Agreement. Licensee is responsible to secure all zoning approvals, design revisions or other governmental approvals and to satisfy all governmental requirements pertaining to the project and may not rely on the City or Project Manager to initiate or suggest any particular process or course of action;
- vi) The City's issuance of building permits shall not be considered valid unless the plans have been approved as stated in subsection (iv) above. The City's Project Manager shall be reasonably available to coordinate and assist the Licensee in working through issues that may arise in connection with such plan approvals and requirements;
- vii) The Licensee shall, in the submittal of all plans, allow adequate time for all communications and plan revisions necessary to obtain approvals and shall schedule its performances and revise its plans as necessary to timely obtain all approvals and make payment of all applicable fees;
- viii) Any delay in City's review of or marking Licensee's plans with changes necessary to approve the plans, or approve the revised plans in accordance with the City's normal plan-review procedures, will not be considered approval of the plans but may operate to extend Licensee's construction deadlines. The City agrees to use reasonable efforts to review, mark or approve Licensee's plans in a prompt and timely manner and in conformance with established policies and procedures;

- ix) The Licensee shall provide the City with two (2) complete sets of detailed plans and specifications of the work as completed;
- x) The parties shall use reasonable efforts to resolve any design and construction issues to their mutual satisfaction but, in the event of an impasse for any reason, final decision authority regarding all design and construction issues shall rest with the City in its discretion; and
- xi) Before any construction begins on the Licensed Area, the Licensee shall provide the City with performance bonds, and if considered necessary by the City, payment bonds, in amounts equal to the full amount of the written construction contract pursuant to which such construction is to be done. The payment bond shall be solely for the protection of claimants supplying labor or materials for the required construction work and the performance bond shall be solely for the protection of the City, conditioned upon the faithful performance of the required construction work. Bonds shall be executed by a surety company duly authorized to do business in Arizona, and acceptable to the City and shall be kept in place for the duration of the work.

9. LICENSEE'S INITIAL CONSTRUCTION.

No later than eighteen (18) months after the Effective Date, the Licensee shall install the Facilities in the Licensed Area in accordance with all of the specifications contained in the attached Exhibit A. Equipment already in place from previous authorization will also be reflected in Exhibit A.

10. MAINTENANCE.

- A. The Licensee has, at its own cost, all responsibilities for improvements to and maintenance of the Facilities in the Licensed Area during the term of this Agreement.
- B. Licensee, at its expense, shall use reasonable efforts to minimize the visual and operational impacts of the equipment as required by any City Ordinance, permit, or other permission necessary for the installation or use of the Licensed Area.

11. CO-LOCATION.

- A. Subject to subsection (B) below, the Licensee shall, at all times, use reasonable efforts to cooperate with the City or any third parties with regard to the possible co-location of additional equipment, facilities or structures in and around the Licensed Area ("Co-location"). If a Co-location is feasible, the City may, in its sole discretion, negotiate a Co-location license agreement with any third party on terms as the City considers appropriate, not inconsistent with the rights and obligations of the parties under this Agreement. Licensee's consent

in connection with the final determination of Co-location of a third party is not required, provided that Licensee's operations are not interfered with or interrupted. Any fees or charges paid by an additional Co-locator belong solely to the City.

- B. Prior to permitting the installation of a Co-location by any third party in or around the Licensed Area which may interfere with the Licensee's operations, the City shall give the Licensee forty-five (45) days' notice of the proposed Co-location so that the Licensee can determine if the Co-location will interfere with the Facilities. If the Licensee determines that interference is likely, the Licensee shall, within the notice period, give the City a detailed written explanation of the anticipated interference, including supporting documentation as may be reasonably necessary for the City to evaluate the Licensee's position. The City and the Licensee shall promptly use reasonable efforts to resolve any interference problems before the City permits a Co-location to the third party. If a subsequent licensee is permitted to operate near the Licensed Area, and the subsequent licensee's operations materially interfere with Licensee's Facilities, then the City shall direct the subsequent licensee to remedy the interference within seventy-two (72) hours. If the interference is not resolved within this period, then the City will direct the subsequent licensee to cease its operation until the interference is resolved. These same procedures apply to any interference caused by Licensee with respect to any Co-location existing and as configured prior to the installation of Licensee's Facilities.

## 12. ASSIGNMENT.

- A. Licensee may assign this Agreement, upon thirty (30) days' written notice to the City, to any person or entity controlling, controlled by or under common ownership with the Licensee or Licensee's parent company, or to any person or entity that, acquires the Licensee's business and assumes all obligations of the Licensee under this Agreement. Other assignments require City approval. For assignments requiring City approval, the City may, as a condition of approval, postpone the effective date of the assignment and require that any potential transferee submit reasonable evidence of its financial ability to fully perform under the terms of this Agreement to the City at least thirty (30) days prior to any transfer of the Licensee's interest, in no event will the City unreasonably withhold, condition, or delay its approval to a proposed assignment.
- B. The Licensee may, upon notice to the City, mortgage or grant a security interest in this Agreement and the Facilities, and may assign this Agreement and the Facilities to any mortgagees, deed of trust beneficiaries or holders of security interests, including their successors or assigns ("Mortgagees"), so long as the Mortgagees agree to be bound by the terms of this Agreement. If so, the City shall execute consent to leasehold or other financing as may be reasonably required by Mortgagees. In no event will Licensee grant or attempt to grant a security interest in any of the real property underlying the Licensed Area.

- C. Subject to subsections (A) and (B) above, Licensee shall not sublease any of its interest under this Agreement, nor permit any other person to occupy the Licensed Area.

13. SECURITY DEPOSIT.

- A. Amount of Security Deposit. Within forty five (45) days of the full execution of this Agreement, Licensee agrees to deliver to City a security deposit in the amount of Two Thousand and No/100 Dollars (\$2,000.00). City shall hold the Security Deposit as security for the performance of the Licensee's obligations under this Agreement.
- B. Use of Security Deposit. City may (but is not required to) without prejudice to any other remedy City has, apply all or part of the Security Deposit to:
  - i) Any Rent, including Base Rent, or other sum in default;
  - ii) Any amount that City may spend or become obligated to spend in exercising City's unconditional rights pursuant to Facilities Removal, Restoration or to remove any and all portions of the Facilities that remain on the Licensed Area by the earlier of thirty (30) days following cessation of Licensee's operations at the Licensed Area, or the Expiration Date of this Agreement; and
  - iii) Any expense, loss, or damage that City may suffer because of Licensee's default.
- C. Refund of Security Deposit. Licensee must remove, to City's satisfaction, all elements of the Facilities and all associated improvements of every kind and nature constructed, erected or placed by Licensee on the Licensed Area by the earlier of the thirty (30) days following cessation of Licensee's operations at the Licensed Area, or expiration date of this Agreement in order to secure refund of any portion of its Security Deposit.

14. REGULATORY AGENCIES, SERVICES, FINANCIALS AND BANKRUPTCY.

- A. The Licensee shall upon request provide to the City:
  - i) All non-proprietary and relevant petitions, applications, communications and reports submitted by the Licensee to the Arizona Corporation Commission, inclusive of any requirements under A.R.S. § 40-441 *et seq.*, or other state or federal authority having jurisdiction that directly relates to Licensee's operations in the Licensed Area;
  - ii) Non-proprietary licensing documentation concerning all services of whatever nature being offered or provided by the Licensee over facilities in the Licensed Area. Non-proprietary copies of responses

from regulatory agencies to the Licensee shall be available to the City upon request. To the extent permitted by Arizona's Public Records Law, A.R.S. § 39-121 *et seq.*, the City will treat all documentation and information obtained pursuant to this Section 14 as proprietary and confidential.

- B. The Licensee shall upon request provide the City copies of any petition, application, communications, or other documents related to any filing by the Licensee of bankruptcy, receivership, or trusteeship.

15. DEFAULT; TERMINATION BY CITY.

- A. The City may terminate this Agreement for any of the following reasons upon thirty (30) days' written notice to Licensee:
  - i) Failure of Licensee to perform any obligation under this Agreement, after Licensee fails to cure default within the notice and cure period. However, if cure cannot reasonably be implemented within the notice period, Licensee must commence and diligently pursue to cure within ninety (90) days of the City's notice.
  - ii) The taking of possession for a period of ten (10) days or more of substantially all of Licensee's personal property in the Licensed Area by or pursuant to lawful authority of any legislative act, resolution, rule, order or decree or any act, resolution, rule, order or decree of any court or governmental board, agency, officer, receiver, trustee or liquidator.
  - iii) The filing of any lien against the Licensed Area, or against the City's underlying real property, due to any act or omission of the Licensee that is not discharged or fully bonded within thirty (30) days of receipt of actual notice by the Licensee.
- B. The City may place the Licensee in default of this Agreement by giving the Licensee fifteen (15) days written notice of the Licensee's failure to timely pay the rent required under this Agreement or any other charges required to be paid by the Licensee pursuant to this Agreement. If Licensee does not cure the default within the notice period the City may terminate this Agreement or exercise any other remedy allowed by law or equity.
- C. If the Licensee, through any fault of its own, at any time fails to maintain all insurance coverage required by this Agreement, the City may, upon written notice to the Licensee, immediately terminate this Agreement or secure the required insurance at Licensee's expense.
- D. Failure by a party to take any authorized action upon default by the other party does not constitute a waiver of the default nor of any subsequent default by the other party. City's acceptance of the License Fee or any other fees or

charges for any period after a default by the Licensee is not considered a waiver or estoppel of the City's right to terminate this Agreement for any subsequent failure by the Licensee to comply with its obligations.

- E. Upon the termination of this Agreement for any reason, all rights of the Licensee terminate, including all rights of the Licensee's creditors, trustees and assigns and all others similarly situated as to the Licensed Area.

16. TERMINATION.

- A. This Agreement may be terminated for any of the following reasons:

- i) By either party upon issuance by a court of competent jurisdiction of an injunction in any way preventing or restraining the Licensee's use of any portion of the Licensed Area and remaining in force for a period of thirty (30) consecutive days.
- ii) By either party upon the inability of the Licensee to use any substantial portion of the Licensed Area for a period of thirty (30) consecutive days due to the enactment or enforcement of any law or regulation or because of fire, earthquake or similar casualty, or Acts of God or the public enemy.
- iii) By either party upon ninety (90) days' written notice, if the Licensee is unable to obtain or maintain any license, permit or governmental approval necessary for the construction, installation or operation of the Facilities or the Licensee's business.
- iv) Provided Licensee is current in all of its financial obligations to the City, by Licensee, for any reason with sixty (60) days' written notice to the City.

- B. In order to exercise the termination provisions above, the party exercising termination must not itself be in default under the terms of this Agreement beyond any applicable grace or cure period and, if not otherwise stated above, provide reasonable written notice to the other party.

17. INDEMNIFICATION.

The Licensee shall defend, indemnify and hold harmless the City and its elected or appointed officials, agents, boards, commissions and employees (hereinafter referred to collectively as the "City" in this Section) from all loss, damages or claims of whatever nature, including attorney's fees, expert witness fees and costs of litigation, that arise out of any act or omission of the Licensee or its agents, employees and invitees (hereinafter referred to collectively as "Licensee" in this Section) in connection with the Licensee's operations in the Licensed Area and that result directly in the injury to or death of any person or the damage to or loss of any property, or that arise out of the failure of Licensee to comply with any provision of this

Agreement. The City shall in all instances, except for loss, damages or claims resulting from the negligence or willful acts of the City, be indemnified by Licensee against all losses, damages or claims. The City shall give the Licensee prompt notice of any claim made or suit instituted that may subject the Licensee to liability under this Section, and Licensee shall have the right to compromise and defend the same to the extent of its own interest. The City shall have the right, but not the duty, to participate in the defense of any claim or litigation with attorneys of the City's selection and at the City's sole cost without relieving the Licensee of any obligations under this Agreement. Licensee's obligations under this Section survive any termination of this Agreement or the Licensee's activities in the Licensed Area.

18. INSURANCE.

- A. The Licensee shall procure and at all times maintain the following types and amounts of insurance for its operations in the Licensed Area:
  - i) Commercial general liability insurance in the minimum amount of \$2,000,000 combined single limit per occurrence for bodily injury and property damage, \$5,000,000 aggregate.
  - ii) Any other insurance, as the City's Project Manager may determine, to be necessary for the Licensee's operations and is commercially reasonable.
- B. Insurance shall:
  - i) Be from a company rated at least A- by AM Best;
  - ii) Name the City as an additional insured on the insurance policy and maintain coverage through the term of the Agreement;
  - iii) Include contractual liability coverage, subject to standard policy provisions and exclusions; and
  - iv) Be primary and non-contributory with respect to all other available sources, as relates to Licensee's negligence.
- C. Licensee shall provide appropriate certificates of insurance to the City for all insurance policies required by this Section. Absence of City request for proof of initial or renewal coverage does not waive any insurance requirements under this paragraph.

19. DAMAGE OR DESTRUCTION / REPLACEMENT POLES.

- A. The City has no obligation to reimburse the Licensee for the loss of or damage to fixtures, equipment or other personal property of the Licensee, except for loss or damage caused by the negligence or fault of the City or its officers,



employees or agents. The Licensee may insure such fixtures, equipment or other personal property for its own protection if it so desires.

- B. Replacement Pole. If the City approves a Licensee proposal to install Antennas on a City-owned pole, then in addition to the other requirements of this Agreement the following shall apply:
- i) Licensee shall provide and deliver to the City a replacement pole (excluding mast arm); so that a replacement is immediately available to City in case the original pole is damaged.
  - ii) If the City uses a replacement pole, then Licensee shall provide another replacement pole.
  - iii) All performance under this paragraph shall be at Licensee's expense. City owns the original pole and all replacement poles.
  - iv) Licensee will provide City with a total of five (5) replacement light poles. Annually, the City may reasonably request additional stock directly in proportion to the number of light pole attachments added by Licensee, but in no event greater than 10% of the total number of Licensee-provided light poles then in City's possession.
  - v) This paragraph does not diminish the plans approval or any other requirement of this Agreement.

## 20. SURRENDER OF POSSESSION.

Upon the expiration or termination of this Agreement, the Licensee's right to occupy the Licensed Area and exercise the privileges and rights granted under this Agreement shall cease, and it shall surrender and leave the Licensed Area in good condition, normal wear and tear excepted. Unless otherwise provided, all trade fixtures, equipment, and other personal property installed or placed by the Licensee on the Licensed Area shall remain the property of the Licensee, and the Licensee may, at any time during the term of this Agreement, and for an additional period of ninety (90) days after its expiration, remove the same from the Licensed Area so long as Licensee is not in default of any of its obligations, and repairs at its sole cost, any damage caused by the removal. Any property not removed by the Licensee within the 90-day period becomes a part of the Licensed Area, and ownership vests in the City; or the City may, at the Licensee's expense, have the property removed. Licensee's indemnity under this Agreement applies to any post-termination removal operations.

## 21. NOTICE.

- A. Except as otherwise provided, all notices required or permitted to be given under this Agreement may be mailed by certified mail, return receipt requested, postage prepaid; or sent via national overnight courier to the following addresses:

TO THE CITY: City of Glendale  
5850 West Glendale Avenue  
Glendale, Arizona 85301  
Attention: Project Manager

WITH A COPY TO: City of Glendale  
5850 West Glendale Avenue  
Glendale, Arizona 85301  
Attention: City Attorney

TO THE LICENSEE: Verizon Wireless (VAW) LLC,  
dba Verizon Wireless  
180 Washington Valley Road  
Bedminster, New Jersey 07921  
Attn: Network Real Estate

Emergency Contact Phone Numbers:

Licensee NOCC - 800-264-6620

- B. Any notice given by certified mail or overnight courier is considered to be received on the date delivered or refusal to accept. Either party may designate in writing a different address for notice purposes pursuant to this Section.
- C. Under Section 6(E) of this Agreement, all notices of Licensee's intent to enter the Licensed Area shall be provided to the Project Manager, or designee at telephone numbers to be provided to Licensee by separate correspondence upon execution of this Agreement.

22. SEVERABILITY.

If any provision of this Agreement is declared invalid by a court of competent jurisdiction the remaining terms remain effective so long as the elimination of any invalid provision does not materially prejudice either party with regard to its respective rights and obligations. In the event of material prejudice, the adversely affected party may terminate this Agreement.

23. TAXES AND LICENSES.

- A. The Licensee shall pay any leasehold tax, possessory-interest tax, sales tax, personal property tax, transaction privilege tax, use tax or other exaction assessed or assessable as a direct result of its occupancy of the Licensed Area under authority of this Agreement, including any tax assessable on the City. If laws or judicial decisions result in the imposition of a real property tax on the interest of the City as a direct result of Licensee's occupancy of the Licensed Area, the tax shall also be paid by the Licensee on a proportional basis for the period this Agreement is in effect.

- B. The Licensee shall, at its own cost, obtain and maintain in full force and effect during the term of this Agreement all licenses and permits required for all activities authorized by this Agreement.

24. GOVERNING LAW.

This Agreement is governed by the laws of the State of Arizona. If any claim or litigation between the City and the Licensee arises under this Agreement, the successful party is entitled to recover its reasonable attorneys' fees, expert witness fees and other costs incurred in connection with the claim or litigation.

25. RULES AND REGULATIONS.

The Licensee shall at all times comply with all federal, state and local laws, ordinances, rules and regulations which are applicable to its operations and the Licensed Area, including all laws, ordinances, rules and regulations adopted after the Effective Date. The Licensee shall display to the City, upon request, any permits, licenses or other reasonable evidence of compliance with the law.

26. RIGHT OF ENTRY RESERVED.

- A. The City may, at any time, enter upon the Licensed Area for any lawful purpose, so long as the action does not unreasonably interfere with the Licensee's use or occupancy of the Licensed Area. The City shall have access to the Facilities itself only in emergencies.
- B. Without limiting the generality of the foregoing, the City and any furnisher of utilities and other services shall have the right, at their own cost, to maintain existing and future utility, mechanical, electrical and other systems and to enter upon the Licensed Area at any time to make repairs, replacements or alterations that may, in the opinion of the City, be necessary or advisable and from time to time to construct or install over, in or under the Licensed Area systems or parts and in connection with maintenance, use the Licensed Area for access to other parts in and around the Licensed Area. Exercise of rights of access to repair, to make alterations or commence new construction will not unreasonably interfere with the use and occupancy of the Licensed Area by the Licensee.
- C. Exercise of any of the foregoing rights by the City or others pursuant to the City's rights does not constitute an eviction of the Licensee, nor are grounds for any abatement of fees or any claim for damages.

27. RELOCATION.

- A. The City shall not bear any cost of relocation of existing facilities, irrespective of the function served, where the City facilities or other facilities occupying the Licensed Area or right-of-way in close proximity to the Licensed Area, are

already located and the conflict between the Licensee's potential Facilities and existing facilities can only be resolved expeditiously, as determined by the City, by the movement of the existing City or other permitted facilities.

- B. The City shall not bear any cost of relocation of Licensee's Facilities, where in the City's discretion, relocation is reasonable and necessary in connection with City right-of-way repairs, improvements or other capital projects affecting the Licensed Area. City shall provide Licensee no less than one hundred forty-five (145) days advance notice of a requirement to relocate. If the City becomes aware of a potential delay involving the Licensee's relocation, the City shall notify the Licensee within thirty (30) days of becoming aware of the potential delay. The Licensee may object in writing to the determination of relocation to the City's Project Manager within thirty (30) days of receipt of the notice to relocate. The Project Manager shall consider the objection and respond in writing to Licensee within thirty (30) days of receipt of the objection. The Project Manager's determination is final. Notwithstanding the foregoing, if the City issues a permit to a private developer, subsequent to the effective date of this Agreement that requires the relocation, or otherwise disturbs Licensee's Facilities, those costs will be borne by the developer.
- C. If Licensee's relocation effort delays construction of a public project causing the City to be liable for delay or other damages, the Licensee shall reimburse the City for those damages attributable to the delay created by the Licensee. If Licensee disputes the amount of damages attributable to the Licensee, the matter shall be referred to the Dispute Resolution Board as defined below. The Dispute Resolution Board shall consist of one member selected by the City, one member selected by the Licensee, and a third member agreed upon by both parties. The member agreed upon by both parties shall be chairperson of the Dispute Resolution Board. Expenses for the Dispute Resolution Board shall be shared equally by the City and the Licensee. The Board will hear the dispute promptly, and render an opinion as soon as possible, but in no case later than sixty (60) days after notification by the City of Licensee's allocated share of damages suffered by the City. All decisions of the Dispute Resolution Board are non-binding on the City and Licensee; however the findings of the Dispute Resolution Board shall be admissible in any legal action. The City and the Licensee shall accept or reject findings of the Dispute Resolution Board within thirty (30) days after receipt of the findings. If damages are assessed by the Dispute Resolution Board, and accepted by the City and the Licensee, the Licensee shall pay the City within thirty (30) days. If the Licensee fails to pay the damages in full within thirty (30) days the Licensee is responsible for interest on the unpaid balance at the rate of 18% per annum from that date until payment is made in full. Nothing herein prevents a mutual agreement between the City and the Licensee to use alternative dispute resolution for disputes related to other Agreement provisions.

28. CONFLICTS OF INTEREST.

This Agreement may be cancelled for conflicts of interest as described under A.R.S. § 38-511.

29. MISCELLANEOUS.

This Agreement constitutes the entire agreement between the parties concerning the subject matter stated and supersedes all prior negotiations, understandings and agreements between the parties concerning those matters. This Agreement shall be interpreted, applied and enforced according to the fair meaning of its terms and not be construed strictly in favor of or against either party, regardless of which party may have drafted any of its provisions. No provision of this Agreement may be waived or modified except by a writing signed by the party against whom the waiver or modification is sought to be enforced. Electronic signature blocks do not constitute a signature for purposes of this Agreement. This Agreement may be executed in any number of counterpart copies, each of which shall be deemed an original, but all of which together shall constitute a single instrument. The terms of this Agreement are binding upon and inure to the benefit of the parties' successors and assigns.

*[Signatures on the following pages.]*

EXECUTED to be effective as of the date shown above.

CITY OF GLENDALE, an Arizona  
municipal corporation

\_\_\_\_\_  
Richard A. Bowers  
Acting City Manager

ATTEST:

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

APPROVED AS TO FORM:

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

Verizon Wireless (VAW) LLC,  
dba Verizon Wireless

By: \_\_\_\_\_  
Clifton Casey  
Its: Executive Director - Network  
Date: \_\_\_\_\_

EXHIBIT A

*(see attached)*









INTERNAL REVIEW

CONSTRUCTION SIGNATURE

RF SIGNATURE

FACILITIES SIGNATURE

REAL ESTATE SIGNATURE

PLANS PREPARED BY

These plans have been prepared and the property is being marketed for sale. The purchaser should not rely on these plans as a representation of the size, location or other characteristics of the property without written consent by the undersigned corporation.

PRELIMINARY FOR REVIEW

NO.	DATE	DESCRIPTION
0	7/20/2018	PRELIMINARY REVIEW
1	7/17/2018	SITE ADD COMMENTS

ARCHITECT: JCB INT  
YDC-6064

PROJECT INFORMATION

PHO\_HORIZON-SCHOOL\_SC

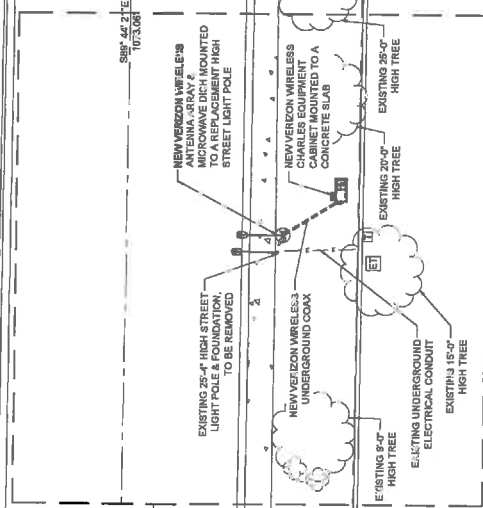
4900 W. BUTLER DR  
GLENDALE, AZ 85302

SHEET TITLE  
OVERALL SITE PLAN

JURISDICTION APPROVAL

SHEET NUMBER  
A-1

EXISTING CHAIN LINK FENCE.  
TO REMAIN IN PLACE



SEE A-2 SHEET FOR  
ENLARGED PLANS

BUTLER AVENUE

SURF 462 Z/E  
1073.081

ASSESSOR



126 W. GEMINI DR.  
TEMPE, AZ 85283

INTERNAL REVIEW DATE  
CONSTRUCTION SIGNATURE  
FF SIGNATURE  
FACILITIES SIGNATURE  
REAL ESTATE SIGNATURE  
PLANS PREPARED BY



architecture / engineering  
10245 E. Via Linda, Scottsdale, AZ 85258  
PH: 480 451 9443 fax: 480 451 5208  
www.youngdesigncorp.com  
ydc@youngdesigncorp.com

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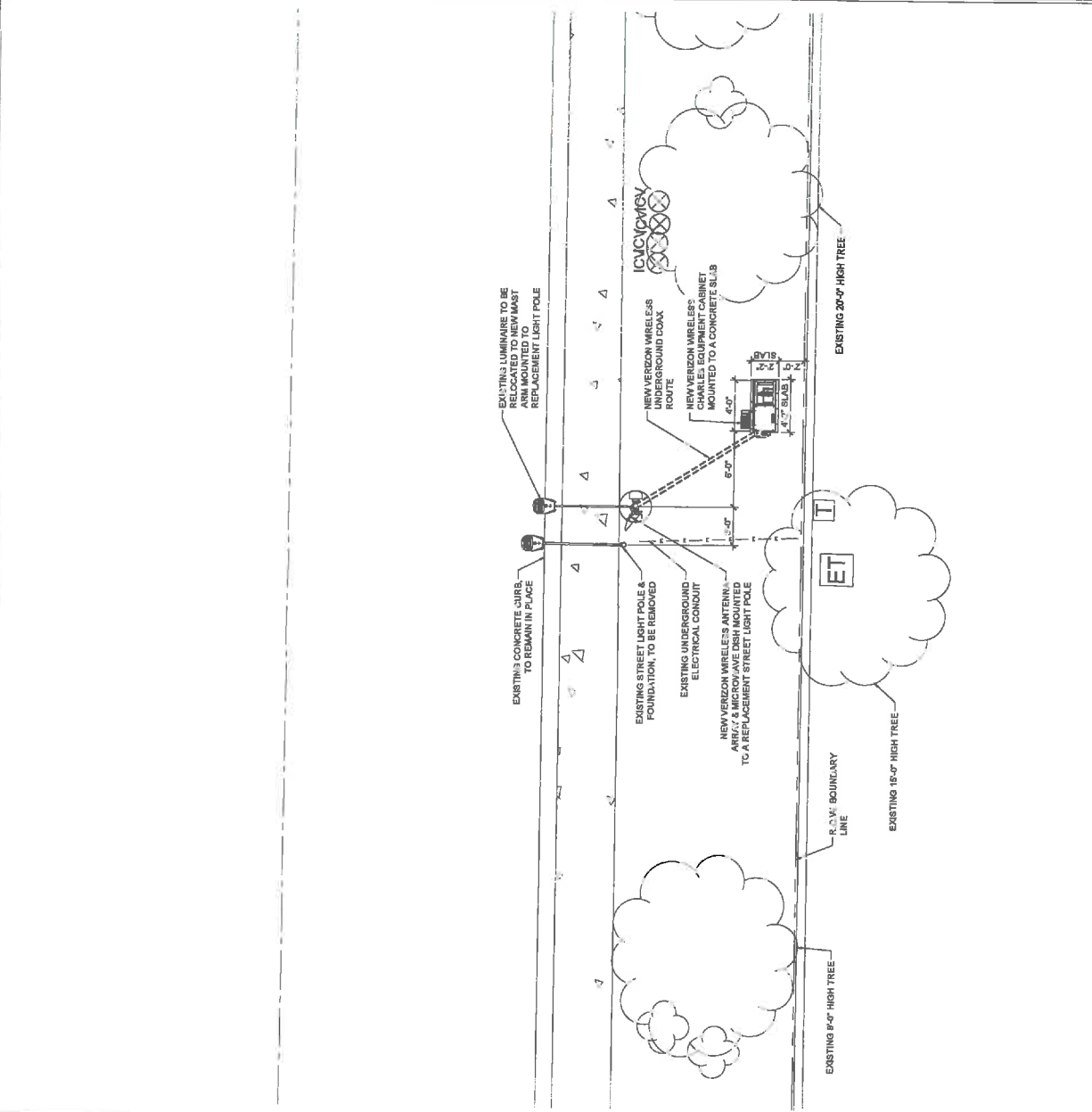
NO DATE DESCRIPTION  
PRELIMINARY REVIEW  
1 7/20/2015  
2 7/15/2015  
SIR J.S. COMMENTS

ARCHITECT'S JOB NO  
YDC-6064  
PROJECT INFORMATION

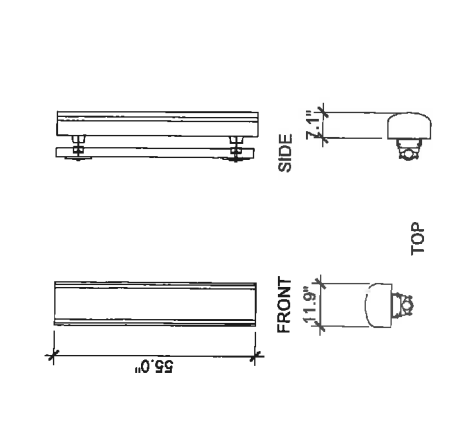
PHO\_HORIZON-SCHOOL\_SC  
4840 W. BUTLER DR  
GLENDALE, AZ 85302

ENLARGED SITE PLAN  
SITE DETAILS  
SUBSECTION APPROVAL

SHEET NUMBER  
A-2



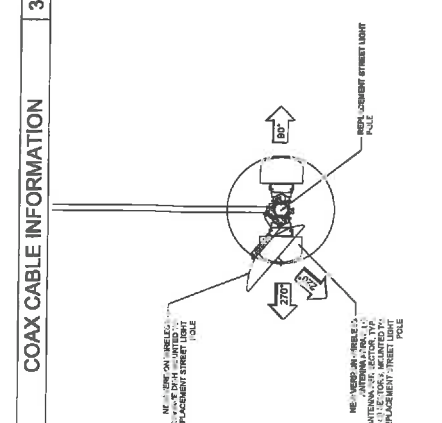
1 ENLARGED VERIZON WIRELESS PLAN  
SCALE: 1/4" = 1'-0"  
DATE: 7/15/15  
SHEET: A-2



ANTENNA DETAIL

SECTOR	AZIMUTH	LENGTH	HT.	SIZE	TYPE
ALPHA	90°	3'-60"	4	1/2"	T.B.D.
BETA	270°	3'-60"	4	1/2"	T.B.D.
BW	120°	3'-60"	1	1/2"	ESS

NOTE: DIMENSIONS SHOWN ARE RELATIVE TO TRUE NORTH, UNLESS NOTED OTHERWISE.  
IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO VERIFY ALL DIMENSIONS SHOWN WITH THE DEPARTMENT PRIOR TO INSTALLING ANTENNAS.



COAX CABLE INFORMATION

NEW ANTENNA CONFIGURATION

CLIENT

**verizon wireless**  
126 W. GEMINI DR.  
TEMPE, AZ 85283

INTERNAL REVIEW

CONSTRUCTION SIGNATURE

DATE

FACILITIES SIGNATURE

NEW WIRE SIGNATURE

DATE

**young design corp**  
10245 E. WILLOW STREET, SCOTTSDALE, AZ 85258  
PH: 480.451.5809 FAX: 480.451.9808  
E: info@youngdesigncorp.com

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**PRELIMINARY FOR REVIEW**

NO.	DATE	DESCRIPTION
0	7/17/2015	PRELIMINARY REVIEW
1	7/17/2015	SITE ADD COMMENTS

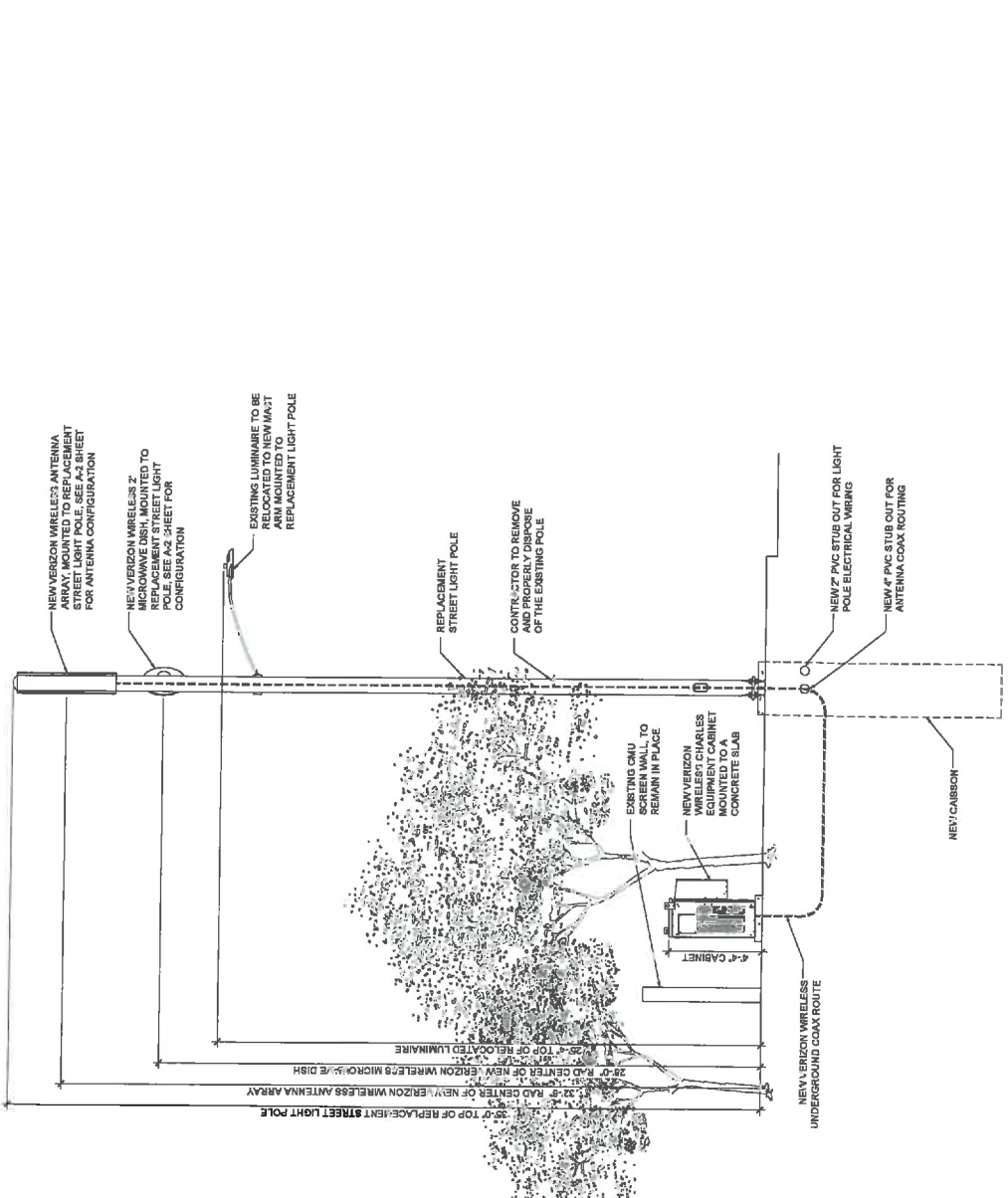
ARCHITECTS JOB NO. YDC-6064  
PROJECT INFORMATION

PHO\_HORIZON-SCHOOL\_SC  
1840 W. BUTLER DR.  
GLENDALE, AZ 85302

SHEET TITLE  
**EAST ELEVATION**

JURISDICTION APPROVAL

SHEET NUMBER  
**A-3**



CLE-17

**verizon wireless**  
126 W. GEMINI DR.  
TEMPE, AZ 85283

INTER-3 REVIEW DATE

CONSTRUCTION SIGNATURE

RF SIGNATURE

FACILITIES SIGNATURE

REAL ESTATE SIGNATURE

PLANS PREPARED BY

**jefferson design corp**  
 or architecture / project management  
 10045 E Via Linda, Scottsdale, AZ 85258  
 P: 480 481 9653 Fax: 480 481 9658  
 www.jdesigncorp.com

SCALE: 1/8" = 1'-0"  
 This drawing is complete and the owner, architect, engineer, contractor, and other parties are advised that the use of this drawing and the information herein is limited to the project and site within parameters by Town of Tempe Ordinance 10-10.

**PRELIMINARY FOR REVIEW**

NO.	DATE	DESCRIPTION
0	7/29/2015	PRELIMINARY REVIEW
1	7/17/2015	SITE A-3 COMMENTS

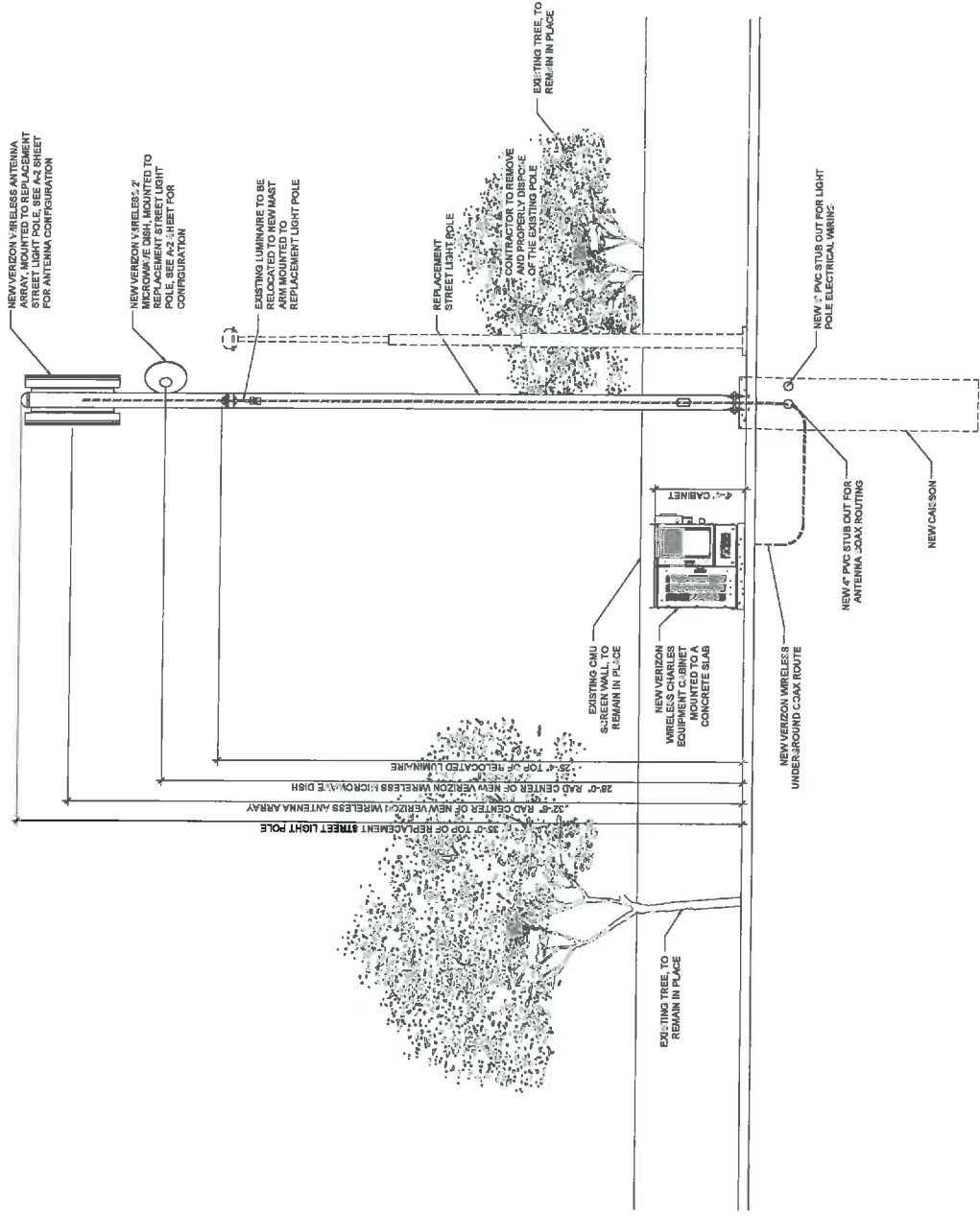
ARCHITECT: JDB NO. 1000  
 PROJECT INFORMATION: YOC-8084

PHO\_HORIZON-SCHOOL\_SC  
 4840 W BUTLER LR  
 GLENDALE, AZ 85302


SHEET TITLE  
**NORTH ELEVATION**

JURISDICTION: APPROVAL

SHEET NUMBER  
**A-4**



1 NEW NORTH ELEVATION  
 A-4



**verizon wireless**  
126 W. GEMINI DR.  
TEMPE, AZ 85283

DATE: \_\_\_\_\_  
 PREPARED BY: \_\_\_\_\_  
 CHECKED BY: \_\_\_\_\_  
 FACILITIES SIGNATURE: \_\_\_\_\_  
 DATE: \_\_\_\_\_

**Young design corp**  
 architecture / project management  
 11645 E. W. LIND, Scottsdale, AZ 85258  
 ph. 480 451 9139 fax. 480 451 9168  
 www.youngdesign.com

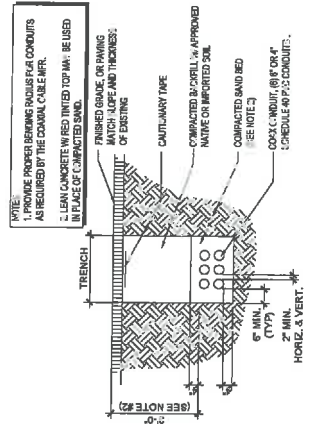
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NO.	DATE	DESCRIPTION
0	7/20/2015	PRELIMINARY REVIEW
1	7/13/2015	REVISED COMMENTS

PROJECT NUMBER: YDC-6084  
 PROJECT INFORMATION: PHO\_HORIZON-SCHOOL\_SC  
 4840 W. BUTLER DR.  
 GLENDALE, AZ 85302

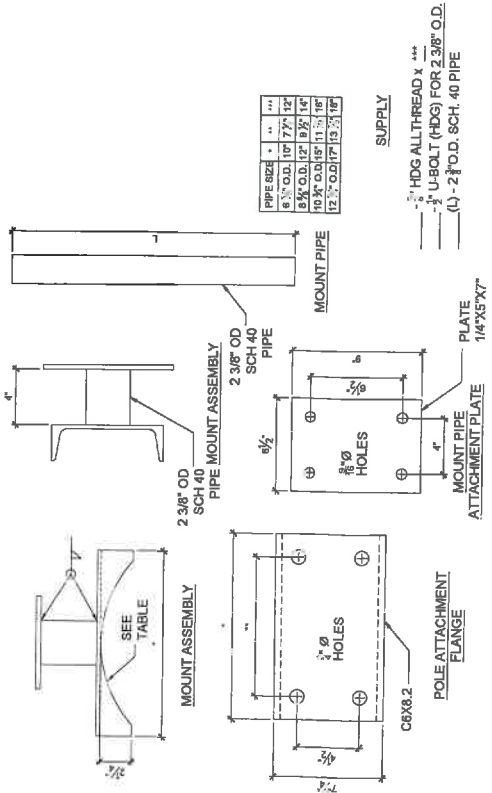
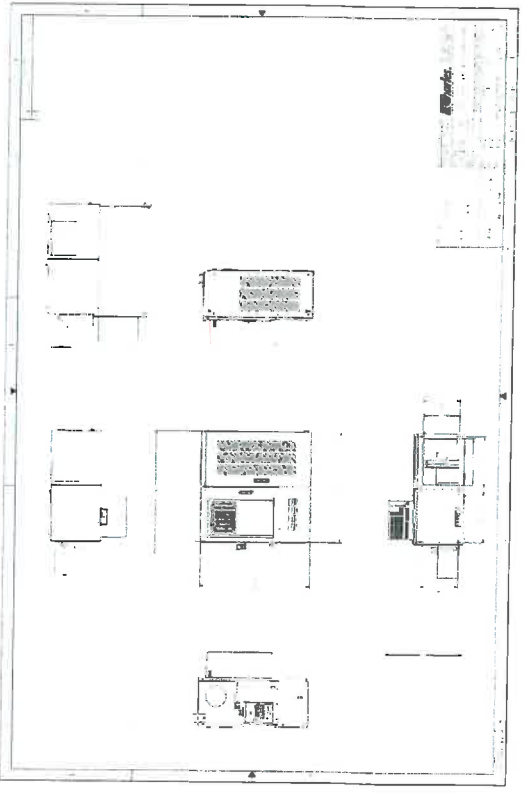
SHEET TITLE: DETAILS  
 APPLICATION: APPROVAL

SHEET NUMBER: A-5



4 COAX TRENCH DETAIL  
 SCALE: 1/2"=1'-0"

3 NOT USED  
 A-5



2 ANTENNA MOUNT DETAILS  
 SCALE: 1/2"=1'-0"

# PHOTOGRAPHIC SIMULATION

PROPOSED WIRELESS COMMUNICATIONS FACILITY



SITE NAME: PHO\_HORIZON-SCHOOL\_SC

SITE LOCATION: 4840 W. BUTLER DR  
GLENDALE, AZ 85302

DATE: 7/17/2015

APPLICANT: SHAW AND ASSOCIATES  
1222 W. CAVEDALE DR.  
PHOENIX, AZ 85085

CONTACT: Candace Sutherland-Mott  
(480) 772-6043

SITE LOCATION MAP



2015 GOOGLE MAPS

The included Photograph Simulation(s) are intended as visual representations only and should not be used for construction purposes. The materials represented within the included Photograph Simulation(s) are subject to change.





EXISTING VIEW -  
LOOKING SOUTHWEST



PHOTOGRAPHIC SIMULATION -  
LOOKING SOUTHWEST

PROPOSED REPLACEMENT 35' LIGHT POLE AND INSTALLATION OF MOUNTED LESSEE ANTENNA ARRAY AND MICROWAVE DISH. ADDITION OF CHARLES EQUIPMENT CABINET.



CITY OF PHOENIX  
PUBLIC TRANSIT DEPARTMENT  
**CONTRACT CHANGE ORDER**

Change Order No.  
**2**

Contract No.  
**131483**

Issued To: (Name of Contractor or Consultant)  
**CITY OF GLENDALE**

Date  
**8/3/2015**

Project Description: **GRANT PASS-THROUGH AGREEMENT AZ-95-X006-01**

**YOU ARE HEREBY requested to make the following changes to the contract, or to do the work described below which is not included in the contract. (Give brief description of work, estimate of quantities, fees or prices to be paid, etc.)**

This change order extends the contract expiration date to June 30, 2016.

All other terms and conditions of this agreement remain the same.

**ACCEPTANCE**

We, the undersigned, have given careful consideration to the change proposed, and hereby agree; if this proposal is approved that we will provide all equipment, furnish all materials, except as may otherwise be noted above, and perform all services necessary for the work specified, and will accept as full payment therefore the fees or prices shown above.

**FIRM: CITY OF GLENDALE**

SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

**ENDORSEMENTS**

REQUESTED BY:

*Stephanie Child*

Stephanie Child, Budget Analyst II

DATE

*8/3/15*

RECOMMENDED BY:

*Kim Hayden*

Kim Hayden, Contract Specialist II Ld.

DATE

*8/3/15*

PTD FISCAL SECTION REVIEW:

*KK*

Kenneth Kessler, Deputy Public Transit Director

DATE

*8/3/15*

CHECKED AS TO AVAILABILITY OF FUNDS BY:

N/A

Budget and Research Department

DATE

APPROVED FOR THE CITY MANAGER BY:

Maria Hyatt, Public Transit Director / Ted Mariscal -----

DATE

**STANDARDIZED FEES FOR DISTRIBUTED ANTENNA SYSTEM (SMALL CELL) LICENSE AGREEMENTS**

Category 1-DAS with antenna(s) mounted on an existing vertical element or pole.			
Cubic feet/ground equipment	Antenna base fee	Equipment base fee	Total annual fee
1-50	Included	Included	\$3,368
51-200	\$3,368	\$6,271	\$9,639
201-300	\$3,368	\$9,390	\$12,758
301-400	\$3,368	\$12,493	\$15,861
401 or more	\$3,368	\$15,649	\$19,017
Category 2-DAS with antenna(s) mounted on a new vertical element that is stealth or utilizes alternate concealment when existing vertical elements are not available.			
Cubic feet/ground equipment	Antenna base fee	Equipment base fee	Total annual fee
1-50	Included	Included	\$3,564
51-200	\$3,564	\$6,271	\$9,835
201-300	\$3,564	\$9,390	\$12,954
301-400	\$3,564	\$12,493	\$16,057
401 or more	\$3,564	\$15,649	\$19,213
Category 3-DAS with antenna(s) mounted on a new vertical element that is not stealth or concealed in appearance.			
Cubic feet/ground equipment	Antenna base fee	Equipment base fee	Total annual fee
1-50	Included	Included	\$4,810
51-200	\$4,810	\$6,271	\$11,081
201-300	\$4,810	\$9,390	\$14,200
301-400	\$4,810	\$12,493	\$17,303
401 or more	\$4,810	\$15,649	\$20,459



## Legislation Description

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**File #:** 15-600, **Version:** 1

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**AUTHORIZATION OF LICENSE AGREEMENT WITH VERIZON WIRELESS (VAW), LLC, FOR THE INSTALLATION OF A DISTRIBUTED ANTENNA SYSTEM (SMALL CELL) ON A CITY STREETLIGHT WITHIN PUBLIC RIGHT-OF-WAY AT 4840 WEST BUTLER DRIVE**

Staff Contact: Jack Friedline, Director, Public Works

### **Purpose and Recommended Action**

This is a request for the City Council to waive reading beyond the title and adopt a resolution authorizing the Acting City Manager to execute a license agreement between the City of Glendale and Verizon Wireless (VAW), L.L.C., dba Verizon Wireless, for the installation of a distributed antenna system (small cell) on a city-owned streetlight pole within public right-of-way located at 4840 West Butler Drive.

### **Background**

Verizon Wireless contacted the city to request permission to expand its existing network facilities in Glendale. This license will allow Verizon Wireless to install a small cell antenna on a city streetlight within Glendale right-of-way. The existing streetlight pole at this site is a direct bury pole, and it will be necessary for Verizon to install a new pole with a concrete base to support the additional equipment. This will result in structurally enhancing the city's existing infrastructure. Verizon Wireless's infrastructure investment in the West Valley allows them to meet their current and future clients' connection needs and the growing demand for cellular service.

Staff has developed guidelines to standardize the fees charged for distributed antenna system (small cell) license agreements moving forward as shown in the attached document. These guidelines will be followed in negotiating new licenses and renewing licenses as they expire. The fees are consistent for each site and are based upon industry standard, geographical location and comparable rates being charged to competitive wireless carriers by other local municipalities such as Phoenix, Tempe and Scottsdale. Each site will have an antenna base fee, plus a ground equipment fee (if applicable) for the cubic feet of equipment in the right-of-way.

### **Analysis**

- There will be additional construction needed as a result of this action.
- There are no costs incurred by the City as a result of this action.
- This new license agreement falls within Category 1 of the guidelines, with a footprint of less than 50 cubic feet, and will be charged accordingly.
- This license agreement is for a 10-year term, with a bilateral option to extend the license agreement for an additional three, five-year extension periods.

**Community Benefit/Public Involvement**

Verizon Wireless's infrastructure investment in Glendale allows Verizon to meet the cellular service needs of Glendale residents.

**Budget and Financial Impacts**

The revenue generated from this agreement during the first 10-years of the associated license, including the 3% annual increase is projected at \$40,000. All revenue shall be deposited into the General Fund.

RESOLUTION NO. 5015 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE CITY MANAGER TO EXECUTE A LICENSE AGREEMENT FOR A WIRELESS COMMUNICATIONS SITE IN CITY OF GLENDALE RIGHT-OF-WAY LOCATED AT 4840 WEST BUTLER DRIVE IN GLENDALE, ARIZONA WITH VERIZON WIRELESS.

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

SECTION 1. That the City Manager or his designee is hereby authorized to execute and deliver a License Agreement for a Wireless Communications Site in Glendale Right-of-Way located at 4840 West Butler Drive in Glendale, Arizona with Verizon Wireless. Said license agreement is on file with the City Clerk.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this \_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
MAYOR

ATTEST:

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

APPROVED AS TO FORM:

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

REVIEWED BY:

\_\_\_\_\_  
Acting City Manager

RESOLUTION NO. 5016 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE CITY MANAGER TO EXECUTE A LICENSE AGREEMENT FOR A WIRELESS COMMUNICATIONS SITE IN CITY OF GLENDALE RIGHT-OF-WAY LOCATED AT 5330 WEST UNION HILLS DRIVE IN GLENDALE, ARIZONA WITH VERIZON WIRELESS.

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

SECTION 1. That the City Manager or his designee is hereby authorized to execute and deliver a License Agreement for a Wireless Communications Site in Glendale Right-of-Way located at 5330 West Union Hills Drive in Glendale, Arizona with Verizon Wireless. Said license agreement is on file with the City Clerk.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this \_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
MAYOR

ATTEST:

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

APPROVED AS TO FORM:

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

REVIEWED BY:

\_\_\_\_\_  
Acting City Manager

**COMMUNICATIONS SITE LICENSE AGREEMENT FOR  
VERIZON WIRELESS (VAW) LLC, dba VERIZON WIRELESS,  
IN CITY OF GLENDALE RIGHT-OF-WAY**

This Communications Site License Agreement for Verizon Wireless (VAW) LLC, dba Verizon Wireless, in City of Glendale Right-of-Way (“Agreement”) is executed to be effective this \_\_\_ day of \_\_\_\_\_, 2015 (“Effective Date”), between the City of Glendale, an Arizona municipal corporation (“City”), and Verizon Wireless (VAW) LLC, a Delaware limited liability company, dba Verizon Wireless (“Licensee”).

**RECITALS**

- A. The City is the owner of certain right-of-way located in the City (“Licensed Area”), as more particularly described in the attached Exhibit A.
- B. Licensee desires to install, maintain and operate a “small cell” wireless communications facility (“Small Cell”) in the City’s right-of-way. The equipment includes, but is not limited to communications equipment, antennas, radio amplifiers, radio frequency and optical signal converters, power suppliers and meters, monitoring devices, fiber optic and other cabling, connectors and equipment necessary to serve Licensee’s Small Cell facilities as shown in Exhibit A (collectively, the “Facilities”).
- C. The City is willing to grant the Licensee a license to use the Licensed Area for the operation of the Facilities under the terms of this Agreement, subject to the approval of the Glendale City Council in connection with the public hearing requirements of A.R.S. § 9-551 *et seq.*, and all as implemented by the City’s Project Manager, whose approvals shall not be unreasonably withheld.

**AGREEMENT**

In consideration of the following mutual covenants, terms and conditions, the Parties agree as follows:

1. LICENSED AREA.

The Licensed Area includes and is limited to the following areas depicted in Exhibit A: i) The area on which the Facilities are located at 4840 West Butler Drive, or an alternative area in the right-of-way, as approved by the City; and ii) Reasonable access to the Facilities through the public right-of-way.

2. CITY’S REPRESENTATIONS AND WARRANTIES.

- A. The City represents and warrants to the Licensee that: i) the City, and its duly authorized signatory, have full right, power, and authority to execute this Agreement on behalf of the City; ii) the City has good and unencumbered title to



the Licensed Area free and clear of any liens or mortgages, except those disclosed to the Licensee that will not interfere with Licensee's right to use the Licensed Area; and iii) the City's execution and performance of this Agreement will not violate any laws, ordinances, covenants, mortgages, licenses or other agreements binding on the City.

- B. The Licensee has studied and inspected the Licensed Area and accepts the same "AS IS" without any express or implied warranties of any kind, other than those warranties contained in Subsection (2)(A) immediately above, including any warranties or representations by the City as to its condition or fitness for any particular use. The Licensee has inspected the Licensed Area and obtained information and professional advice as the Licensee has determined to be necessary related to this Agreement.

3. GRANT OF LICENSE; TERM.

- A. Nothing in this Agreement will be construed as granting the Licensee the authority to use any property that is owned by any person or entity other than the City.
- B. The initial term of this License Agreement shall be for a period of ten (10) years (the "Initial Term"), commencing on the Commencement Date (as defined in paragraph 4.C below) and ending at 11:59 p.m. on the day immediately preceding the tenth (10<sup>th</sup>) anniversary thereof, unless sooner terminated as stated herein. This Agreement shall be automatically renewed for no more than three successive five-year Renewal Terms, unless Licensor or Licensee notifies the other party in writing of such party's intent not to renew this Agreement at least one hundred eighty (180) days prior to the expiration of the Initial Term or any Renewal Term, as applicable.
- C. If Licensee continues to occupy the Licensed Area after the expiration or termination of this Agreement, holding over will not be considered to operate as a renewal or extension of this Agreement, but shall be a month-to-month license and the Licensee must pay the City fees in an amount that is double the amount of normal license fee that would otherwise be due under Section 4.
- D. Notwithstanding any provision in this Agreement to the contrary or any negotiation, correspondence, course of performance or dealing, or any other statements or acts by or between the parties, Licensee's rights in the Licensed Area are limited to the rights created by this Agreement. Licensee's rights are subject to all covenants, restrictions, easements, agreements, reservations and encumbrances upon, and all other conditions of title to, the Licensed Area. Licensee's rights under this Agreement are further subject to all present and future building restrictions, regulations, zoning laws, ordinances, resolutions and orders of any local, state or federal agency, now or later having jurisdiction over, the Licensed Area or the Licensee's use of the Licensed Area.

4. LICENSE FEES; COSTS; TAXES.

- A. As of the Commencement Date, Licensee shall pay, without notice and free from all claims, deductions and setoffs against the City, an annual license fee in the amount of \$3,368.00 for one (1) street light attachment, including ground equipment with a “footprint” of up to fifty (50) cubic feet, for Licensee’s Facilities and associated equipment within the Licensed Area, plus all appropriate taxes (see Section 23 below) and on each subsequent anniversary of the Commencement Date during the term of this Agreement, up to and including the expiration or earlier termination thereof (“Pole Attachment Fee”).
- B. The Pole Attachment Fee will increase by three percent (3%) annually on each anniversary of the Commencement Date.
- C. The “Commencement Date” shall be defined as the first day of the month immediately following the Effective Date of this Agreement. The first annual license fee shall be paid within forty-five (45) days following the Commencement Date, and all subsequent annual license fees paid in advance on or before the anniversary of the Commencement Date.
- D. If the Licensee fails to pay any fee in full within ten (10) business days after receipt of written notice of delinquency, the Licensee is responsible for interest on the unpaid principal balance at the rate of 18% per annum from the due date until payment is made in full.
- E. Upon submission of plans in connection with the approval of this Agreement, Licensee shall pay the City a dry utility permit fee in accordance with the City’s Community Development Fee Schedule.
- F. Licensee shall pay the City actual costs for inspections, materials testing and other costs incurred by the City as a direct result of the construction, repair, alteration or relocation of the Facilities. All costs shall be paid in full within thirty (30) days of invoice.

5. UTILITIES.

Licensee is responsible for obtaining and paying for all utilities necessary to operate the Facilities.

6. USE RESTRICTIONS.

- A. Subject to the interference provisions set forth below, Licensee shall at all times use reasonable efforts to minimize any impact that its use of the Licensed Area will have on other users of the Licensed Area.
- B. Licensee shall not remove, damage or alter in any way any improvements or personal property of the City upon the Licensed Area without the City’s prior

written approval. Licensee shall repair any damage or alteration to the City's property caused by Licensee's use of the Licensed Area to the same condition that existed before the damage or alteration, reasonable wear and tear excepted.

- C. Whenever the Licensee performs construction activities within the Licensed Area, the Licensee shall obtain all necessary construction permits and promptly, upon completion of construction, restore the remaining Licensed Area to the condition existing before construction to the satisfaction of the City's Project Manager. If the Licensee fails to restore the Licensed Area as required, the City may take all reasonable actions necessary to restore the Licensed Area, and the Licensee, within thirty (30) days of demand and receipt of an invoice, together with reasonable supporting documentation, will pay all of the City's reasonable costs of restoration.
- D. Licensee shall use the Licensed Area solely for constructing, installing, operating, maintaining, repairing, modifying and removing the Facilities. The Facilities are limited to the equipment and facilities listed on Exhibit A and other items as may be approved by the City, in its sole discretion, in writing.
- E. Licensee shall have a non-exclusive right for ingress and egress, seven (7) days a week, twenty-four (24) hours a day, for the construction, installation, operation, maintenance, modification and removal of the Facilities. In no event shall the City's use of the Licensed Area be unreasonably interrupted by the Licensee's work. Prior to entering upon the Licensed Area for activities that disrupt vehicular and/or pedestrian traffic, the Licensee shall give the Project Manager or designee at least forty-eight (48) hours advance notice in the manner provided in Section 21 of this Agreement or, in the event of emergency repairs, any prior notice as is practical.
- F. Licensee shall at all times have on call and at the City's access, an active, qualified, and experienced representative to supervise the Facilities, and who is authorized to act for the Licensee in matters pertaining to all emergencies and the day-to-day operation of the Facilities. The Licensee shall provide the Project Manager or designee with the names, addresses and 24-hour telephone numbers of designated persons in writing.
- G. In the vicinity of any above-ground facilities Licensee may have in the Licensed Area, Licensee shall keep the Licensed Area maintained, orderly and clean at all times.
- H. Licensee acknowledges that: i) the Licensee's use of the Licensed Area is subject and subordinate to, and shall not adversely affect, the City's use of the Licensed Area; and ii) the City reserves the right to further develop, maintain, repair, or improve the Licensed Area, provided that City shall reasonably cooperate with Licensee to ensure that Licensee's use and operation of the

Distributed Antenna System (DAS) Facilities is not interfered with or interrupted.

- I. Licensee shall not install any signs in the Licensed Area other than required safety or warning signs or other signs necessary for the use of the Licensed Area as requested or approved by the City. Licensee bears all costs pertaining to the erection, installation, maintenance and removal of all of its signs.

7. HAZARDOUS WASTE.

The Licensee shall not produce, dispose, transport, treat, use or store any hazardous waste or toxic substance upon or about the Licensed Area in violation of the Arizona Hazardous Waste Management Act, A.R.S. § 49-901 *et seq.*, the Resource Conservation and Recovery Act, 42 U.S.C. 6901 *et seq.*, the Toxic Substances Control Act, 15 U.S.C. 2601 *et seq.*, or any other federal, state or local law pertaining to hazardous waste or toxic substances. Licensee shall not use the Licensed Area in a manner inconsistent with any regulations, permits or approvals issued by any state agency. City and Licensee acknowledge that Licensee shall be utilizing and maintaining sealed batteries and that Licensee shall use and maintain such batteries pursuant to industry standards and applicable laws. The Licensee shall defend, indemnify and hold the City harmless against any loss or liability incurred by reason of any hazardous waste or toxic substance release on or affecting the Licensed Area to the extent caused by the Licensee, and shall immediately notify the City of any hazardous waste or toxic substance release at any time discovered or existing upon the Licensed Area. Licensee shall promptly and without request provide the City with copies of all written communications between the Licensee and any governmental agency concerning environmental inquiries, reports or problems in the Licensed Area. City shall defend, indemnify and hold Licensee harmless against any loss or liability incurred by reason of any hazardous waste or toxic substance release on or affecting the Licensed Area to the extent caused by City, its employees, agents or representatives.

8. LICENSEE'S IMPROVEMENTS; GENERAL REQUIREMENTS.

- A. The following provisions govern all improvements, repairs, installation and other construction, removal, demolition or similar work of any description by the Licensee related to the Facilities or the Licensed Area (collectively referred to as the "Licensee's Improvements"):
  - i) In no event, including termination of this Agreement for any reason, is the City obligated to compensate the Licensee in any manner for any of Licensee's Improvements or other work provided by the Licensee during or related to this Agreement. The Licensee shall timely pay for all labor, materials and work and all professional and other services related to Licensee's Improvements and defend, indemnify and hold harmless the City against the same;
  - ii) Licensee shall perform all work in a good, workmanlike manner, and shall diligently complete the work in conformance with all building codes

and similar requirements. Licensee's Improvements shall be commensurate with high quality industry standards as approved by the City, which approval shall not be unreasonably withheld, conditioned or delayed;

- iii) Licensee acknowledges that as of the Effective Date of this Agreement, the City has not approved or promised to approve any plans for the Licensee's Improvements, except for those improvements already in place or to the extent expressly stated in this Agreement;
- iv) Licensee shall make no structural or grading alterations, or similar structural modifications or additions or other significant construction work to the Licensed Area without having first received the written consent of the City, which consent shall not be unreasonably withheld, conditioned or delayed. Review shall include all improvements, equipment, fixtures, paint and other construction work of any description as described in all plans delivered by the Licensee to the City. All such plans and construction are subject to inspection and final approval by the City as to materials, design, function and appearance;
- v) Licensee shall keep as-built records of the Licensee's Improvements and furnish copies of records to the City, at no cost to the City, upon completion of improvements and any changes to the same. Licensee shall participate as a member of the Blue Stake Center under A.R.S. § 40-360.21 *et seq.*, regarding underground facilities, and submit proof of participation to the Property Manager upon request;
- vi) All changes to utility facilities shall be limited to the Licensed Area and shall be undertaken by the Licensee only with the written consent of the City, which consent shall not be unreasonably withheld, conditioned or delayed;
- vii) All of the Licensee's Improvements shall, be designed so as to present uniformity of design, function, appearance and quality throughout and consistency with other improvements located in the Licensed Area; and
- viii) Licensee shall properly mark and sign all excavations and maintain barriers and traffic control in accordance with applicable laws, regulations and best management practices.

B. The following procedure governs the Licensee's submission to the City of all plans for the Licensed Area and the Licensee's Improvements, including any proposed changes by the Licensee of previously approved plans:

- i) Licensee shall coordinate with the City as necessary on significant design issues prior to submission of plans;

- ii) Upon execution of this Agreement, the City and the Licensee shall each designate a project manager to coordinate the parties' participation in designing and constructing Licensee's Improvements. Each project manager shall devote time and efforts to the project as may be necessary for timely, good faith and convenient coordination among all persons involved with the project and compliance with this Agreement. The City's Project Manager will not be exclusively assigned to this Agreement or to the Licensee's Improvements;
- iii) No plans are considered finally submitted until the Licensee delivers to the City a formal certification by an engineer licensed in Arizona, acceptable to the Project Manager, to the effect that all of the Licensee's Improvements are properly designed to be safe and functional as designed and as required by this Agreement. The certification shall be accompanied by and refer to any backup information and analysis as the Project Manager may reasonably require;
- iv) No plans are considered approved until stamped "APPROVED" and dated by the City's Project Manager;
- v) Licensee acknowledges that the Project Manager's authority with respect to the Licensed Area is limited to the administration of the requirements of this Agreement. Licensee is responsible to secure all zoning approvals, design revisions or other governmental approvals and to satisfy all governmental requirements pertaining to the project and may not rely on the City or Project Manager to initiate or suggest any particular process or course of action;
- vi) The City's issuance of building permits shall not be considered valid unless the plans have been approved as stated in subsection (iv) above. The City's Project Manager shall be reasonably available to coordinate and assist the Licensee in working through issues that may arise in connection with such plan approvals and requirements;
- vii) The Licensee shall, in the submittal of all plans, allow adequate time for all communications and plan revisions necessary to obtain approvals and shall schedule its performances and revise its plans as necessary to timely obtain all approvals and make payment of all applicable fees;
- viii) Any delay in City's review of or marking Licensee's plans with changes necessary to approve the plans, or approve the revised plans in accordance with the City's normal plan-review procedures, will not be considered approval of the plans but may operate to extend Licensee's construction deadlines. The City agrees to use reasonable efforts to review, mark or approve Licensee's plans in a prompt and timely manner and in conformance with established policies and procedures;

- ix) The Licensee shall provide the City with two (2) complete sets of detailed plans and specifications of the work as completed;
- x) The parties shall use reasonable efforts to resolve any design and construction issues to their mutual satisfaction but, in the event of an impasse for any reason, final decision authority regarding all design and construction issues shall rest with the City in its discretion; and
- xi) Before any construction begins on the Licensed Area, the Licensee shall provide the City with performance bonds, and if considered necessary by the City, payment bonds, in amounts equal to the full amount of the written construction contract pursuant to which such construction is to be done. The payment bond shall be solely for the protection of claimants supplying labor or materials for the required construction work and the performance bond shall be solely for the protection of the City, conditioned upon the faithful performance of the required construction work. Bonds shall be executed by a surety company duly authorized to do business in Arizona, and acceptable to the City and shall be kept in place for the duration of the work.

9. LICENSEE'S INITIAL CONSTRUCTION.

No later than eighteen (18) months after the Effective Date, the Licensee shall install the Facilities in the Licensed Area in accordance with all of the specifications contained in the attached Exhibit A. Equipment already in place from previous authorization will also be reflected in Exhibit A.

10. MAINTENANCE.

- A. The Licensee has, at its own cost, all responsibilities for improvements to and maintenance of the Facilities in the Licensed Area during the term of this Agreement.
- B. Licensee, at its expense, shall use reasonable efforts to minimize the visual and operational impacts of the equipment as required by any City Ordinance, permit, or other permission necessary for the installation or use of the Licensed Area.

11. CO-LOCATION.

- A. Subject to subsection (B) below, the Licensee shall, at all times, use reasonable efforts to cooperate with the City or any third parties with regard to the possible co-location of additional equipment, facilities or structures in and around the Licensed Area ("Co-location"). If a Co-location is feasible, the City may, in its sole discretion, negotiate a Co-location license agreement with any third party on terms as the City considers appropriate, not inconsistent with the rights and obligations of the parties under this Agreement. Licensee's consent

in connection with the final determination of Co-location of a third party is not required, provided that Licensee's operations are not interfered with or interrupted. Any fees or charges paid by an additional Co-locator belong solely to the City.

- B. Prior to permitting the installation of a Co-location by any third party in or around the Licensed Area which may interfere with the Licensee's operations, the City shall give the Licensee forty-five (45) days' notice of the proposed Co-location so that the Licensee can determine if the Co-location will interfere with the Facilities. If the Licensee determines that interference is likely, the Licensee shall, within the notice period, give the City a detailed written explanation of the anticipated interference, including supporting documentation as may be reasonably necessary for the City to evaluate the Licensee's position. The City and the Licensee shall promptly use reasonable efforts to resolve any interference problems before the City permits a Co-location to the third party. If a subsequent licensee is permitted to operate near the Licensed Area, and the subsequent licensee's operations materially interfere with Licensee's Facilities, then the City shall direct the subsequent licensee to remedy the interference within seventy-two (72) hours. If the interference is not resolved within this period, then the City will direct the subsequent licensee to cease its operation until the interference is resolved. These same procedures apply to any interference caused by Licensee with respect to any Co-location existing and as configured prior to the installation of Licensee's Facilities.

## 12. ASSIGNMENT.

- A. Licensee may assign this Agreement, upon thirty (30) days' written notice to the City, to any person or entity controlling, controlled by or under common ownership with the Licensee or Licensee's parent company, or to any person or entity that, acquires the Licensee's business and assumes all obligations of the Licensee under this Agreement. Other assignments require City approval. For assignments requiring City approval, the City may, as a condition of approval, postpone the effective date of the assignment and require that any potential transferee submit reasonable evidence of its financial ability to fully perform under the terms of this Agreement to the City at least thirty (30) days prior to any transfer of the Licensee's interest, in no event will the City unreasonably withhold, condition, or delay its approval to a proposed assignment.
- B. The Licensee may, upon notice to the City, mortgage or grant a security interest in this Agreement and the Facilities, and may assign this Agreement and the Facilities to any mortgagees, deed of trust beneficiaries or holders of security interests, including their successors or assigns ("Mortgagees"), so long as the Mortgagees agree to be bound by the terms of this Agreement. If so, the City shall execute consent to leasehold or other financing as may be reasonably required by Mortgagees. In no event will Licensee grant or attempt to grant a security interest in any of the real property underlying the Licensed Area.



- C. Subject to subsections (A) and (B) above, Licensee shall not sublease any of its interest under this Agreement, nor permit any other person to occupy the Licensed Area.

13. SECURITY DEPOSIT.

- A. Amount of Security Deposit. Within forty five (45) days of the full execution of this Agreement, Licensee agrees to deliver to City a security deposit in the amount of Two Thousand and No/100 Dollars (\$2,000.00). City shall hold the Security Deposit as security for the performance of the Licensee's obligations under this Agreement.
- B. Use of Security Deposit. City may (but is not required to) without prejudice to any other remedy City has, apply all or part of the Security Deposit to:
  - i) Any Rent, including Base Rent, or other sum in default;
  - ii) Any amount that City may spend or become obligated to spend in exercising City's unconditional rights pursuant to Facilities Removal, Restoration or to remove any and all portions of the Facilities that remain on the Licensed Area by the earlier of thirty (30) days following cessation of Licensee's operations at the Licensed Area, or the Expiration Date of this Agreement; and
  - iii) Any expense, loss, or damage that City may suffer because of Licensee's default.
- C. Refund of Security Deposit. Licensee must remove, to City's satisfaction, all elements of the Facilities and all associated improvements of every kind and nature constructed, erected or placed by Licensee on the Licensed Area by the earlier of the thirty (30) days following cessation of Licensee's operations at the Licensed Area, or expiration date of this Agreement in order to secure refund of any portion of its Security Deposit.

14. REGULATORY AGENCIES, SERVICES, FINANCIALS AND BANKRUPTCY.

- A. The Licensee shall upon request provide to the City:
  - i) All non-proprietary and relevant petitions, applications, communications and reports submitted by the Licensee to the Arizona Corporation Commission, inclusive of any requirements under A.R.S. § 40-441 *et seq.*, or other state or federal authority having jurisdiction that directly relates to Licensee's operations in the Licensed Area;
  - ii) Non-proprietary licensing documentation concerning all services of whatever nature being offered or provided by the Licensee over facilities in the Licensed Area. Non-proprietary copies of responses

from regulatory agencies to the Licensee shall be available to the City upon request. To the extent permitted by Arizona's Public Records Law, A.R.S. § 39-121 *et seq.*, the City will treat all documentation and information obtained pursuant to this Section 14 as proprietary and confidential.

- B. The Licensee shall upon request provide the City copies of any petition, application, communications, or other documents related to any filing by the Licensee of bankruptcy, receivership, or trusteeship.

15. DEFAULT; TERMINATION BY CITY.

- A. The City may terminate this Agreement for any of the following reasons upon thirty (30) days' written notice to Licensee:
  - i) Failure of Licensee to perform any obligation under this Agreement, after Licensee fails to cure default within the notice and cure period. However, if cure cannot reasonably be implemented within the notice period, Licensee must commence and diligently pursue to cure within ninety (90) days of the City's notice.
  - ii) The taking of possession for a period of ten (10) days or more of substantially all of Licensee's personal property in the Licensed Area by or pursuant to lawful authority of any legislative act, resolution, rule, order or decree or any act, resolution, rule, order or decree of any court or governmental board, agency, officer, receiver, trustee or liquidator.
  - iii) The filing of any lien against the Licensed Area, or against the City's underlying real property, due to any act or omission of the Licensee that is not discharged or fully bonded within thirty (30) days of receipt of actual notice by the Licensee.
- B. The City may place the Licensee in default of this Agreement by giving the Licensee fifteen (15) days written notice of the Licensee's failure to timely pay the rent required under this Agreement or any other charges required to be paid by the Licensee pursuant to this Agreement. If Licensee does not cure the default within the notice period the City may terminate this Agreement or exercise any other remedy allowed by law or equity.
- C. If the Licensee, through any fault of its own, at any time fails to maintain all insurance coverage required by this Agreement, the City may, upon written notice to the Licensee, immediately terminate this Agreement or secure the required insurance at Licensee's expense.
- D. Failure by a party to take any authorized action upon default by the other party does not constitute a waiver of the default nor of any subsequent default by the other party. City's acceptance of the License Fee or any other fees or

charges for any period after a default by the Licensee is not considered a waiver or estoppel of the City's right to terminate this Agreement for any subsequent failure by the Licensee to comply with its obligations.

- E. Upon the termination of this Agreement for any reason, all rights of the Licensee terminate, including all rights of the Licensee's creditors, trustees and assigns and all others similarly situated as to the Licensed Area.

16. TERMINATION.

- A. This Agreement may be terminated for any of the following reasons:

- i) By either party upon issuance by a court of competent jurisdiction of an injunction in any way preventing or restraining the Licensee's use of any portion of the Licensed Area and remaining in force for a period of thirty (30) consecutive days.
- ii) By either party upon the inability of the Licensee to use any substantial portion of the Licensed Area for a period of thirty (30) consecutive days due to the enactment or enforcement of any law or regulation or because of fire, earthquake or similar casualty, or Acts of God or the public enemy.
- iii) By either party upon ninety (90) days' written notice, if the Licensee is unable to obtain or maintain any license, permit or governmental approval necessary for the construction, installation or operation of the Facilities or the Licensee's business.
- iv) Provided Licensee is current in all of its financial obligations to the City, by Licensee, for any reason with sixty (60) days' written notice to the City.

- B. In order to exercise the termination provisions above, the party exercising termination must not itself be in default under the terms of this Agreement beyond any applicable grace or cure period and, if not otherwise stated above, provide reasonable written notice to the other party.

17. INDEMNIFICATION.

The Licensee shall defend, indemnify and hold harmless the City and its elected or appointed officials, agents, boards, commissions and employees (hereinafter referred to collectively as the "City" in this Section) from all loss, damages or claims of whatever nature, including attorney's fees, expert witness fees and costs of litigation, that arise out of any act or omission of the Licensee or its agents, employees and invitees (hereinafter referred to collectively as "Licensee" in this Section) in connection with the Licensee's operations in the Licensed Area and that result directly in the injury to or death of any person or the damage to or loss of any property, or that arise out of the failure of Licensee to comply with any provision of this

Agreement. The City shall in all instances, except for loss, damages or claims resulting from the negligence or willful acts of the City, be indemnified by Licensee against all losses, damages or claims. The City shall give the Licensee prompt notice of any claim made or suit instituted that may subject the Licensee to liability under this Section, and Licensee shall have the right to compromise and defend the same to the extent of its own interest. The City shall have the right, but not the duty, to participate in the defense of any claim or litigation with attorneys of the City's selection and at the City's sole cost without relieving the Licensee of any obligations under this Agreement. Licensee's obligations under this Section survive any termination of this Agreement or the Licensee's activities in the Licensed Area.

18. INSURANCE.

- A. The Licensee shall procure and at all times maintain the following types and amounts of insurance for its operations in the Licensed Area:
  - i) Commercial general liability insurance in the minimum amount of \$2,000,000 combined single limit per occurrence for bodily injury and property damage, \$5,000,000 aggregate.
  - ii) Any other insurance, as the City's Project Manager may determine, to be necessary for the Licensee's operations and is commercially reasonable.
- B. Insurance shall:
  - i) Be from a company rated at least A- by AM Best;
  - ii) Name the City as an additional insured on the insurance policy and maintain coverage through the term of the Agreement;
  - iii) Include contractual liability coverage, subject to standard policy provisions and exclusions; and
  - iv) Be primary and non-contributory with respect to all other available sources, as relates to Licensee's negligence.
- C. Licensee shall provide appropriate certificates of insurance to the City for all insurance policies required by this Section. Absence of City request for proof of initial or renewal coverage does not waive any insurance requirements under this paragraph.

19. DAMAGE OR DESTRUCTION / REPLACEMENT POLES.

- A. The City has no obligation to reimburse the Licensee for the loss of or damage to fixtures, equipment or other personal property of the Licensee, except for loss or damage caused by the negligence or fault of the City or its officers,

employees or agents. The Licensee may insure such fixtures, equipment or other personal property for its own protection if it so desires.

- B. Replacement Pole. If the City approves a Licensee proposal to install Antennas on a City-owned pole, then in addition to the other requirements of this Agreement the following shall apply:
- i) Licensee shall provide and deliver to the City a replacement pole (excluding mast arm); so that a replacement is immediately available to City in case the original pole is damaged.
  - ii) If the City uses a replacement pole, then Licensee shall provide another replacement pole.
  - iii) All performance under this paragraph shall be at Licensee's expense. City owns the original pole and all replacement poles.
  - iv) Licensee will provide City with a total of five (5) replacement light poles. Annually, the City may reasonably request additional stock directly in proportion to the number of light pole attachments added by Licensee, but in no event greater than 10% of the total number of Licensee-provided light poles then in City's possession.
  - v) This paragraph does not diminish the plans approval or any other requirement of this Agreement.

## 20. SURRENDER OF POSSESSION.

Upon the expiration or termination of this Agreement, the Licensee's right to occupy the Licensed Area and exercise the privileges and rights granted under this Agreement shall cease, and it shall surrender and leave the Licensed Area in good condition, normal wear and tear excepted. Unless otherwise provided, all trade fixtures, equipment, and other personal property installed or placed by the Licensee on the Licensed Area shall remain the property of the Licensee, and the Licensee may, at any time during the term of this Agreement, and for an additional period of ninety (90) days after its expiration, remove the same from the Licensed Area so long as Licensee is not in default of any of its obligations, and repairs at its sole cost, any damage caused by the removal. Any property not removed by the Licensee within the 90-day period becomes a part of the Licensed Area, and ownership vests in the City; or the City may, at the Licensee's expense, have the property removed. Licensee's indemnity under this Agreement applies to any post-termination removal operations.

## 21. NOTICE.

- A. Except as otherwise provided, all notices required or permitted to be given under this Agreement may be mailed by certified mail, return receipt requested, postage prepaid; or sent via national overnight courier to the following addresses:

TO THE CITY: City of Glendale  
5850 West Glendale Avenue  
Glendale, Arizona 85301  
Attention: Project Manager

WITH A COPY TO: City of Glendale  
5850 West Glendale Avenue  
Glendale, Arizona 85301  
Attention: City Attorney

TO THE LICENSEE: Verizon Wireless (VAW) LLC,  
dba Verizon Wireless  
180 Washington Valley Road  
Bedminster, New Jersey 07921  
Attn: Network Real Estate

Emergency Contact Phone Numbers:

Licensee NOCC - 800-264-6620

- B. Any notice given by certified mail or overnight courier is considered to be received on the date delivered or refusal to accept. Either party may designate in writing a different address for notice purposes pursuant to this Section.
- C. Under Section 6(E) of this Agreement, all notices of Licensee's intent to enter the Licensed Area shall be provided to the Project Manager, or designee at telephone numbers to be provided to Licensee by separate correspondence upon execution of this Agreement.

22. SEVERABILITY.

If any provision of this Agreement is declared invalid by a court of competent jurisdiction the remaining terms remain effective so long as the elimination of any invalid provision does not materially prejudice either party with regard to its respective rights and obligations. In the event of material prejudice, the adversely affected party may terminate this Agreement.

23. TAXES AND LICENSES.

- A. The Licensee shall pay any leasehold tax, possessory-interest tax, sales tax, personal property tax, transaction privilege tax, use tax or other exaction assessed or assessable as a direct result of its occupancy of the Licensed Area under authority of this Agreement, including any tax assessable on the City. If laws or judicial decisions result in the imposition of a real property tax on the interest of the City as a direct result of Licensee's occupancy of the Licensed Area, the tax shall also be paid by the Licensee on a proportional basis for the period this Agreement is in effect.

- B. The Licensee shall, at its own cost, obtain and maintain in full force and effect during the term of this Agreement all licenses and permits required for all activities authorized by this Agreement.

24. GOVERNING LAW.

This Agreement is governed by the laws of the State of Arizona. If any claim or litigation between the City and the Licensee arises under this Agreement, the successful party is entitled to recover its reasonable attorneys' fees, expert witness fees and other costs incurred in connection with the claim or litigation.

25. RULES AND REGULATIONS.

The Licensee shall at all times comply with all federal, state and local laws, ordinances, rules and regulations which are applicable to its operations and the Licensed Area, including all laws, ordinances, rules and regulations adopted after the Effective Date. The Licensee shall display to the City, upon request, any permits, licenses or other reasonable evidence of compliance with the law.

26. RIGHT OF ENTRY RESERVED.

- A. The City may, at any time, enter upon the Licensed Area for any lawful purpose, so long as the action does not unreasonably interfere with the Licensee's use or occupancy of the Licensed Area. The City shall have access to the Facilities itself only in emergencies.
- B. Without limiting the generality of the foregoing, the City and any furnisher of utilities and other services shall have the right, at their own cost, to maintain existing and future utility, mechanical, electrical and other systems and to enter upon the Licensed Area at any time to make repairs, replacements or alterations that may, in the opinion of the City, be necessary or advisable and from time to time to construct or install over, in or under the Licensed Area systems or parts and in connection with maintenance, use the Licensed Area for access to other parts in and around the Licensed Area. Exercise of rights of access to repair, to make alterations or commence new construction will not unreasonably interfere with the use and occupancy of the Licensed Area by the Licensee.
- C. Exercise of any of the foregoing rights by the City or others pursuant to the City's rights does not constitute an eviction of the Licensee, nor are grounds for any abatement of fees or any claim for damages.

27. RELOCATION.

- A. The City shall not bear any cost of relocation of existing facilities, irrespective of the function served, where the City facilities or other facilities occupying the Licensed Area or right-of-way in close proximity to the Licensed Area, are

already located and the conflict between the Licensee's potential Facilities and existing facilities can only be resolved expeditiously, as determined by the City, by the movement of the existing City or other permitted facilities.

- B. The City shall not bear any cost of relocation of Licensee's Facilities, where in the City's discretion, relocation is reasonable and necessary in connection with City right-of-way repairs, improvements or other capital projects affecting the Licensed Area. City shall provide Licensee no less than one hundred forty-five (145) days advance notice of a requirement to relocate. If the City becomes aware of a potential delay involving the Licensee's relocation, the City shall notify the Licensee within thirty (30) days of becoming aware of the potential delay. The Licensee may object in writing to the determination of relocation to the City's Project Manager within thirty (30) days of receipt of the notice to relocate. The Project Manager shall consider the objection and respond in writing to Licensee within thirty (30) days of receipt of the objection. The Project Manager's determination is final. Notwithstanding the foregoing, if the City issues a permit to a private developer, subsequent to the effective date of this Agreement that requires the relocation, or otherwise disturbs Licensee's Facilities, those costs will be borne by the developer.
- C. If Licensee's relocation effort delays construction of a public project causing the City to be liable for delay or other damages, the Licensee shall reimburse the City for those damages attributable to the delay created by the Licensee. If Licensee disputes the amount of damages attributable to the Licensee, the matter shall be referred to the Dispute Resolution Board as defined below. The Dispute Resolution Board shall consist of one member selected by the City, one member selected by the Licensee, and a third member agreed upon by both parties. The member agreed upon by both parties shall be chairperson of the Dispute Resolution Board. Expenses for the Dispute Resolution Board shall be shared equally by the City and the Licensee. The Board will hear the dispute promptly, and render an opinion as soon as possible, but in no case later than sixty (60) days after notification by the City of Licensee's allocated share of damages suffered by the City. All decisions of the Dispute Resolution Board are non-binding on the City and Licensee; however the findings of the Dispute Resolution Board shall be admissible in any legal action. The City and the Licensee shall accept or reject findings of the Dispute Resolution Board within thirty (30) days after receipt of the findings. If damages are assessed by the Dispute Resolution Board, and accepted by the City and the Licensee, the Licensee shall pay the City within thirty (30) days. If the Licensee fails to pay the damages in full within thirty (30) days the Licensee is responsible for interest on the unpaid balance at the rate of 18% per annum from that date until payment is made in full. Nothing herein prevents a mutual agreement between the City and the Licensee to use alternative dispute resolution for disputes related to other Agreement provisions.



28. CONFLICTS OF INTEREST.

This Agreement may be cancelled for conflicts of interest as described under A.R.S. § 38-511.

29. MISCELLANEOUS.

This Agreement constitutes the entire agreement between the parties concerning the subject matter stated and supersedes all prior negotiations, understandings and agreements between the parties concerning those matters. This Agreement shall be interpreted, applied and enforced according to the fair meaning of its terms and not be construed strictly in favor of or against either party, regardless of which party may have drafted any of its provisions. No provision of this Agreement may be waived or modified except by a writing signed by the party against whom the waiver or modification is sought to be enforced. Electronic signature blocks do not constitute a signature for purposes of this Agreement. This Agreement may be executed in any number of counterpart copies, each of which shall be deemed an original, but all of which together shall constitute a single instrument. The terms of this Agreement are binding upon and inure to the benefit of the parties' successors and assigns.

*[Signatures on the following pages.]*

EXECUTED to be effective as of the date shown above.

CITY OF GLENDALE, an Arizona  
municipal corporation

\_\_\_\_\_  
Richard A. Bowers  
Acting City Manager

ATTEST:

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

APPROVED AS TO FORM:

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

Verizon Wireless (VAW) LLC,  
dba Verizon Wireless

By: \_\_\_\_\_  
Clifton Casey  
Its: Executive Director - Network  
Date: \_\_\_\_\_

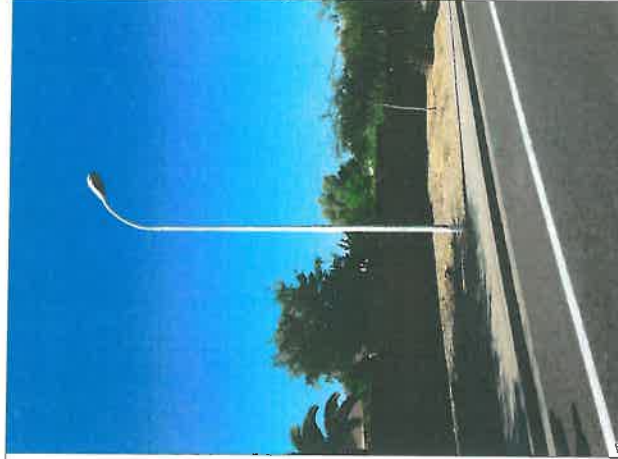
EXHIBIT A

*(see attached)*



# verizon wireless

## SITE NAME: PHO\_HORIZON-SCHOOL\_SC



SITE PHOTO

verizon wireless  
126 W. GEMINI DR.  
TEMPE, AZ 85283

INTERNAL REVIEW SIGNATURE DATE  
CONSTRUCTION SIGNATURE  
RF SIGNATURE  
FACILITIES SIGNATURE  
REAL ESTATE SIGNATURE  
PLACE PREPARED BY

design corp  
architects / engineers  
10745 E. Via Linda, Scottsdale, AZ 85258  
PH: 480 451 8669 FAX: 480 451 0308  
www.designcorp.com  
corporate@designcorp.com

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PRELIMINARY FOR REVIEW

NO	DATE	DESCRIPTION
0	7/20/2015	PRELIMINARY REVIEW
1	7/13/2015	SITE AND COMMENTS

ARCHITECT'S JOB NO. YDC-6064

PROJECT INFORMATION

PHO\_HORIZON-SCHOOL\_SC

480 W BUTLER DR  
GLENDALE, AZ 85302

SHEET TITLE

TITLE SHEET

JURISDICTION APPROVAL

SHEET NUMBER T-1

### PROJECT DESCRIPTION

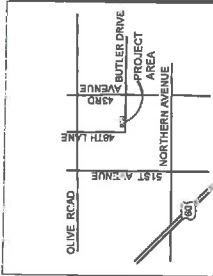
THE PLACEMENT OF THE INSTALLATION OF AN INTERNAL 4.1D ANTENNA ON A BUILDING STREET LIGHT POLE AND THE INSTALLATION OF THE STREET LIGHT POLE AND THE INSTALLATION OF THE ANTENNA ON THE STREET LIGHT POLE AND THE INSTALLATION OF THE ANTENNA ON THE STREET LIGHT POLE.

### SITE COORDINATES

LATITUDE: 33.4528317°N  
LONGITUDE: 112.094336°W  
SEASIDE ELEVATION: 1183.74 FT A.S.L.

### SITE DIRECTION

FROM INTERSECTION OF BUTLER DR AND BUTLER DR, TURN LEFT ONTO BUTLER DR, TRAVEL WEST ON BUTLER DR TO 1ST AVENUE, TURN RIGHT ONTO 1ST AVENUE, TRAVEL WEST ON 1ST AVENUE TO 48TH LANE, TURN RIGHT ONTO 48TH LANE, TRAVEL WEST ON 48TH LANE TO PROJECT AREA. FROM INTERSECTION OF BUTLER DR AND BUTLER DR, TURN LEFT ONTO BUTLER DR, TRAVEL WEST ON BUTLER DR TO 1ST AVENUE, TURN RIGHT ONTO 1ST AVENUE, TRAVEL WEST ON 1ST AVENUE TO 48TH LANE, TURN RIGHT ONTO 48TH LANE, TRAVEL WEST ON 48TH LANE TO PROJECT AREA.



### PROJECT DATA

LEASEE:  
ZONING:  
APN:  
JURISDICTION:  
CITY OF GLENDALE  
BUILDING CODE:  
2012 IFC  
2012 IFC

### CLEAR

VERIZON WIRELESS  
10101 W. GEMINI DR.  
CHANDLER, ARIZONA 85224  
PHONE: 480.451.8669

### PROPERTY OWNER

CITY OF GLENDALE  
126 W. GEMINI DR.  
CHANDLER, ARIZONA 85224  
PHONE: 480.451.8669

### SITE ACQUISITION

BLISSLAND INCORPORATED, P.C.  
1550 W. ANNE ARKLE DR.  
PHOENIX, AZ 85044  
PHONE: 480.451.8669

### ARCHITECT

YOUNG DESIGN CORP.  
7000 N. CENTRAL AVENUE, SUITE 201  
CHANDLER, ARIZONA, 85226  
CONTACT: MATTY LIANG  
PHONE: 480.451.8669

### BUILDER

BEI HOLDING  
17401 SEVERINA  
TEMPE, AZ 85281  
CONTACT: KIM FLORES  
PHONE: 480.451.8669



**GENERAL NOTES:**

1. ALL WORK SHALL BE IN ACCORDANCE WITH THE DRAWINGS AND SPECIFICATIONS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPLICABLE AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPLICABLE AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPLICABLE AGENCIES.

**STANDARD CIVIL NOTES:**

1. ALL CONCRETE SHALL BE PLACED IN THE PRESENCE OF THE FORMWORK. THE CONCRETE SHALL BE CURRED AND COVERED IMMEDIATELY AFTER PLACEMENT. THE CONCRETE SHALL BE CURRED AND COVERED IMMEDIATELY AFTER PLACEMENT. THE CONCRETE SHALL BE CURRED AND COVERED IMMEDIATELY AFTER PLACEMENT.

**GENERAL CONCRETE NOTES:**

ALL CONCRETE SHALL BE PLACED IN THE PRESENCE OF THE FORMWORK. THE CONCRETE SHALL BE CURRED AND COVERED IMMEDIATELY AFTER PLACEMENT. THE CONCRETE SHALL BE CURRED AND COVERED IMMEDIATELY AFTER PLACEMENT. THE CONCRETE SHALL BE CURRED AND COVERED IMMEDIATELY AFTER PLACEMENT.

**STRUCTURAL STEEL NOTES:**

ALL STRUCTURAL STEEL SHALL BE FABRICATED IN ACCORDANCE WITH THE AISC 360 SPECIFICATION. THE STRUCTURAL STEEL SHALL BE FABRICATED IN ACCORDANCE WITH THE AISC 360 SPECIFICATION. THE STRUCTURAL STEEL SHALL BE FABRICATED IN ACCORDANCE WITH THE AISC 360 SPECIFICATION.

**PAINTING**

- 1. ALL METALS SHALL BE PROTECTED WITH AN ANTI-RUST PAINT. THE ANTI-RUST PAINT SHALL BE APPLIED TO ALL METALS IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS. THE ANTI-RUST PAINT SHALL BE APPLIED TO ALL METALS IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS.

**SIGNS**

- 1. ALL SIGNS SHALL BE FABRICATED IN ACCORDANCE WITH THE LOCAL ORDINANCES. THE SIGNS SHALL BE FABRICATED IN ACCORDANCE WITH THE LOCAL ORDINANCES. THE SIGNS SHALL BE FABRICATED IN ACCORDANCE WITH THE LOCAL ORDINANCES.

verizon wireless
126 W. GEMINI DR.
TEMPE, AZ 85283
INTERNAL REVIEW
CONSTRUCTION SIGNATURE
FACILITIES SIGNATURE
LEGAL SIGNATURE
PLANS REVIEWED BY
FOR PREVIEW ONLY

Table with columns: NO., DATE, DESCRIPTION, PRELIMINARY REVIEW, SITE AC. COMMENTS.

PHO\_HORIZON-SCHOOL\_SC
ARCHITECTS JOB NO. YDC-8084
PROJECT INFORMATION
GENERAL INFORMATION

SHEET NUMBER T-2



CLIENT

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126 W. GEMINI DR.  
TEMPE, AZ 85283

INTERNAL REVIEW	DATE
CONSTRUCTION SIGNATURE	
RF SIGNATURE	
FACILITIES SIGNATURE	
REAL ESTATE SIGNATURE	
PLANS PREPARED BY	

**design corp**  
architects / interior design  
10245 E. Via Linda, Scottsdale, AZ 85258  
ph: 480 451 9609 fax: 480 451 9608  
www.designcorp.com

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**PRELIMINARY FOR REVIEW**

NO.	DATE	DESCRIPTION
0	7/20/2016	PRELIMINARY REVIEW
1	7/17/2016	SITE ADD COMMENTS

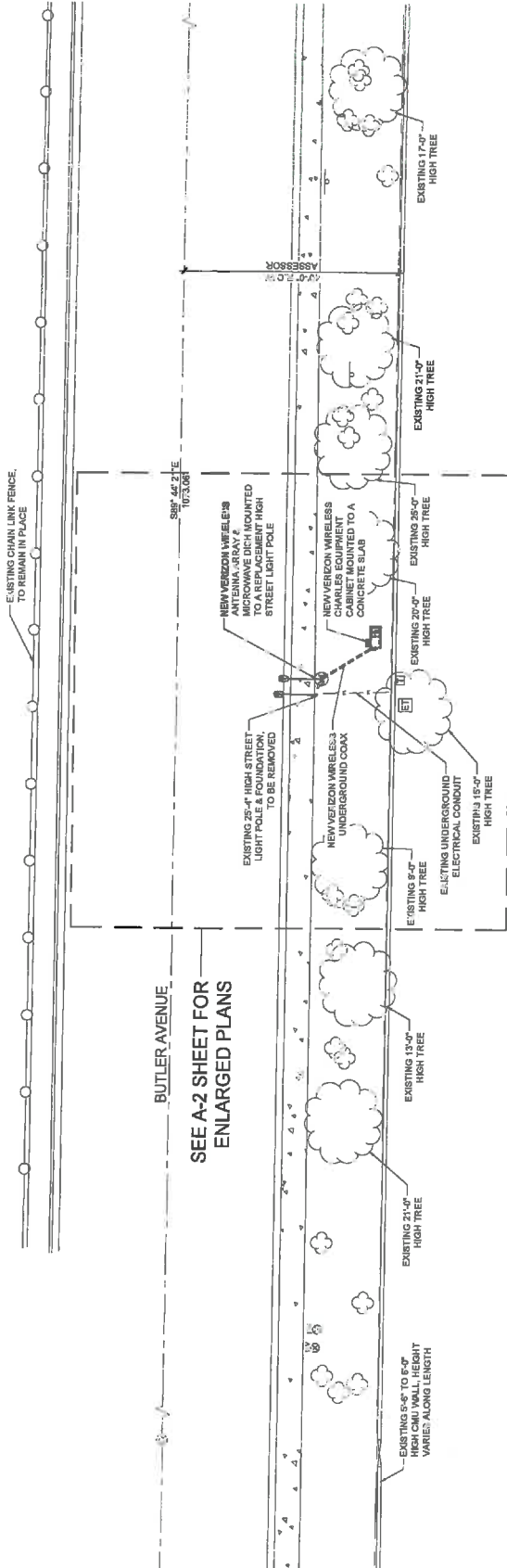
ARCHITECT: JCB INT  
YDC-6064

PROJECT INFORMATION  
**PHO\_HORIZON-SCHOOL\_SC**  
480W BUTLER DR  
GLENDALE, AZ 85302

SHEET TITLE  
**OVERALL SITE PLAN**

JURISDICTION APPROVAL

SHEET NUMBER  
**A-1**



SEE A-2 SHEET FOR ENLARGED PLANS



1 SITE PLAN  
A-1  
NORTH



126 W. GEMINI DR.  
TEMPE, AZ 85283

INTERNAL REVIEW DATE  
CONSTRUCTION SIGNATURE  
FF SIGNATURE  
FACILITIES SIGNATURE  
REAL ESTATE SIGNATURE  
PLANS PREPARED BY



architecture / engineering  
10245 E. Via Linda, Scottsdale, AZ 85258  
PH: 480 451 9423 fax: 480 451 5208  
www.youngdesigncorp.com  
ydc@youngdesigncorp.com

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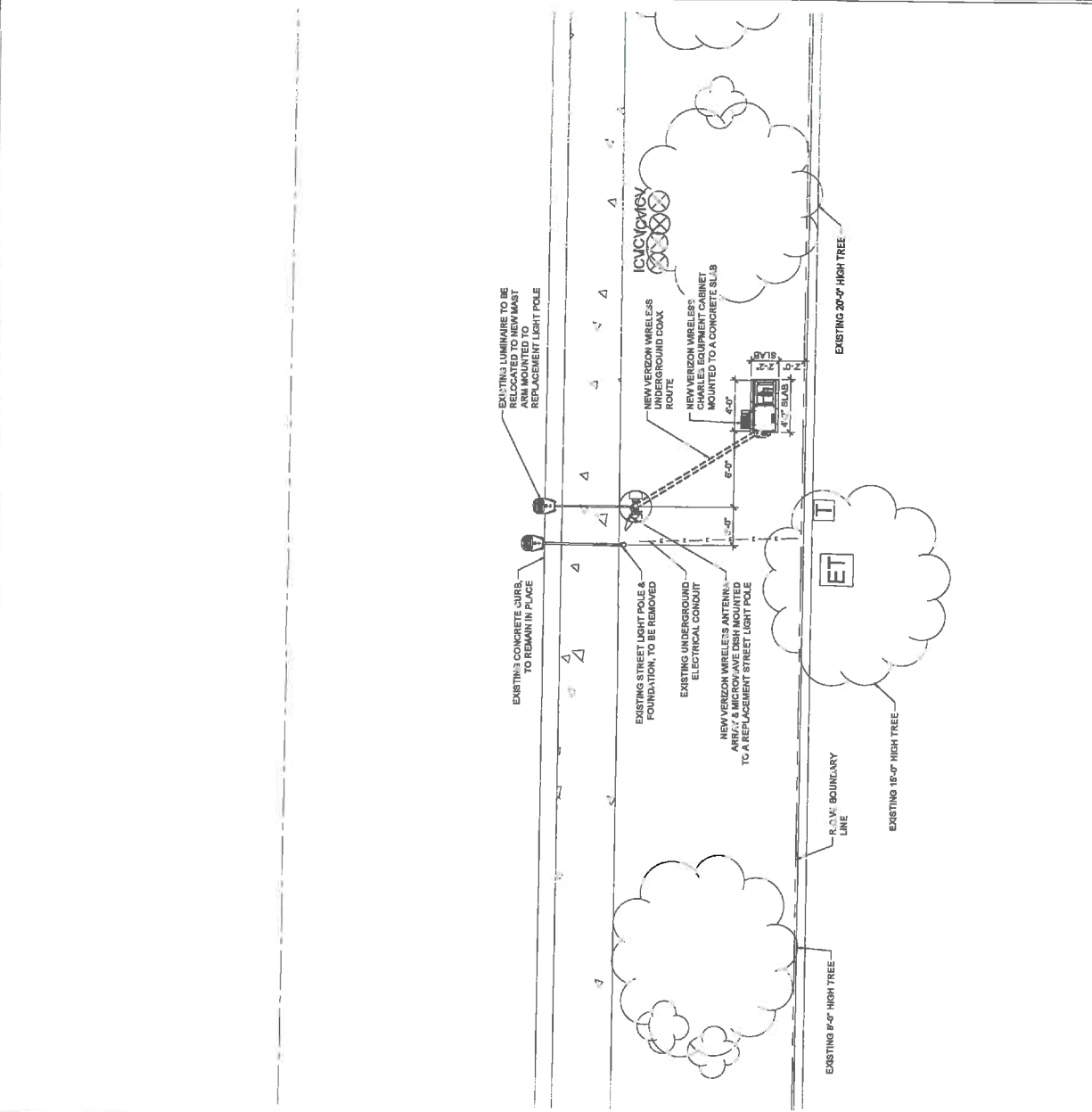
NO DATE DESCRIPTION  
PRELIMINARY REVIEW  
1 7/20/2015  
2 7/15/2015  
SIR J.S. COMMENTS

ARCHITECT'S JOB NO  
YDC-8064  
PROJECT INFORMATION

PHO\_HORIZON-SCHOOL\_SC  
4840 W. BUTLER DR  
GLENDALE, AZ 85302

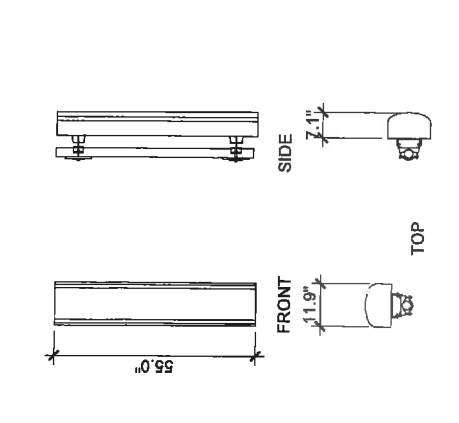
ENLARGED SITE PLAN  
SITE DETAILS  
SUBSECTION APPROVAL

SHEET NUMBER  
A-2



1 ENLARGED VERIZON WIRELESS PLAN  
SCALE: 1/4" = 1'-0"

2 NEW ANTENNA CONFIGURATION

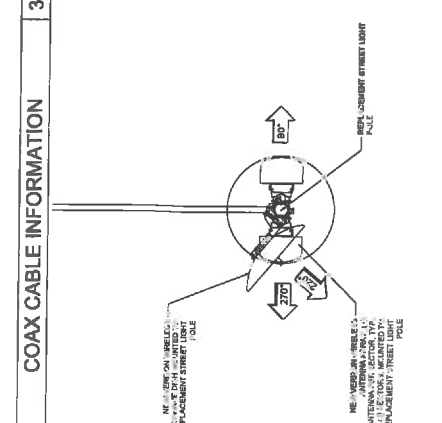


ANTENNA DETAIL

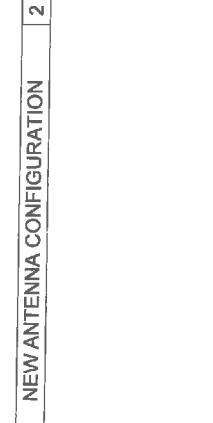
SECTOR	AZIMUTH	LENGTH	HT.	SIZE	TYPE
ALPHA	90°	3'-60"	4	1/2"	T.B.D.
BETA	270°	3'-60"	4	1/2"	T.B.D.
BW	120°	3'-60"	1	1/2"	ESS

NOTE: HEIGHTS & SUICAN ARE RELATIVE TO TRUE NORTH, UNLESS NOTED OTHERWISE

IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO VERIFY ALL ANTENNA LOCATIONS AND HEIGHTS WITH THE DEPARTMENT PRIOR TO INSTALLING ANTENNAS.



COAX CABLE INFORMATION



NEW ANTENNA CONFIGURATION



CLIENT

**verizon wireless**  
126 W. GEMINI DR.  
TEMPE, AZ 85283

INTERNAL REVIEW

CONSTRUCTION SIGNATURE

DATE

FACILITIES SIGNATURE

DATE

NEW VERIZON WIRELESS 2

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**young design corp**  
10245 E. WILSON, Scottsdale, AZ 85259  
ph: 480.451.5809 fax: 480.451.9808  
E: info@youngdesigncorp.com  
www.youngdesigncorp.com

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**PRELIMINARY FOR REVIEW**

NO.	DATE	DESCRIPTION
0	7/17/2015	PRELIMINARY REVIEW
1	7/17/2015	SITE AGG COMMENTS

ARCHITECTS JOB NO. YDC-6064  
PROJECT INFORMATION

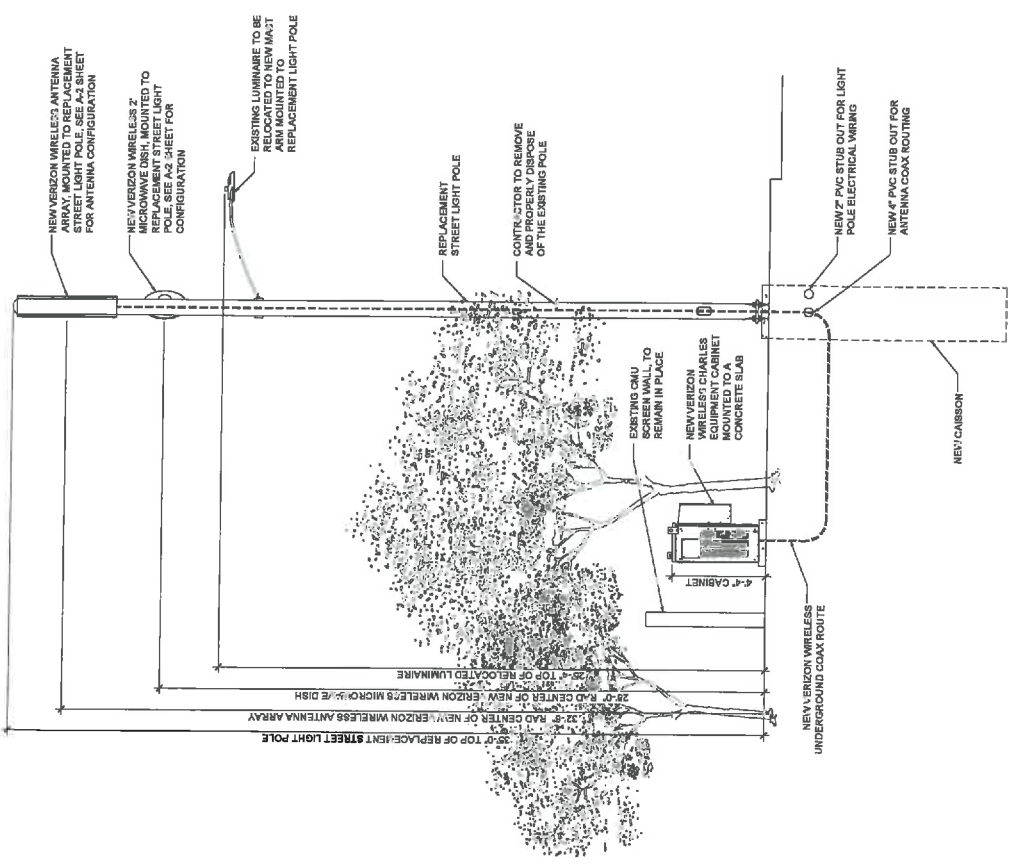
PHO\_HORIZON-SCHOOL\_SC

1840 W. BUTLER DR  
GLENDALE, AZ 85302

SHEET TITLE  
**EAST ELEVATION**

JURISDICTION APPROVAL

SHEET NUMBER  
**A-3**



1 NEW EAST ELEVATION  
A-3

CLE-17



126 W. GEMINI DR.  
TEMPE, AZ 85283

INTER-3 REVIEW DATE

CONSTRUCTION SIGNATURE

RF SIGNATURE

FACILITIES SIGNATURE

REAL ESTATE SIGNATURE

PLANS PREPARED BY



or hire-ware / project management  
10045 E Via Linda, Scottsdale, AZ 85258  
P: 480 481 9653 Fax: 480 481 9658  
www.jeansdesigncorp.com

SCALE: 1/8" = 1'-0"  
This drawing is complete and the owner, architect, engineer, contractor, and other parties are advised that the use of this drawing and the information herein is limited to the project and site within parameters by Young Design Corporation.

PRELIMINARY FOR REVIEW

NO.	DATE	DESCRIPTION
0	7/02/2015	PRELIMINARY REVIEW
1	7/17/2015	SITE A-3 COMMENTS

ARCHITECT: JOB NO: YDC-8084  
PROJECT INFORMATION

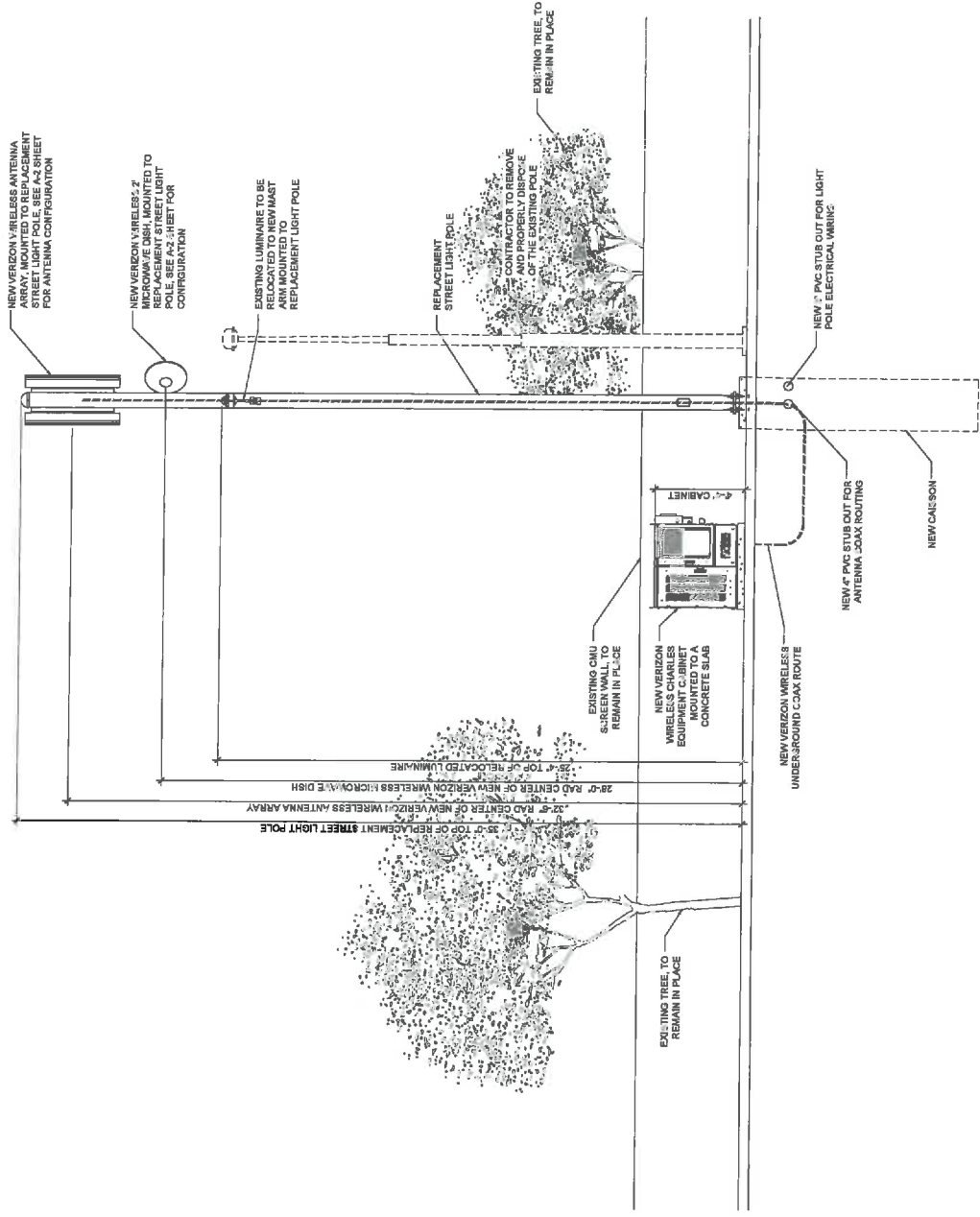
PHO\_HORIZON-SCHOOL\_SC

4840 W BUTLER LR  
GLENDALE, AZ 85302


SHEET TITLE  
NORTH ELEVATION

JURISDICTION: APPROVAL

SHEET NUMBER  
A-4



1 NEW NORTH ELEVATION  
A-4



**verizon wireless**  
126 W. GEMINI DR.  
TEMPE, AZ 85283

DATE: \_\_\_\_\_

CONCRETE DESIGN SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

PROJECT SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

**Young design corp**

architectural / project management  
11645 E. W. LIND, Scottsdale, AZ 85258  
ph. 480 451 9139 fax. 480 451 9168  
www.youngdesign.com

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NO. DATE DESCRIPTION

0 7/20/2015 PRELIMINARY REVIEW

1 7/13/2015 BIL / CG COMMENTS

PROJECT NUMBER: YDC-6084

PROJECT INFORMATION

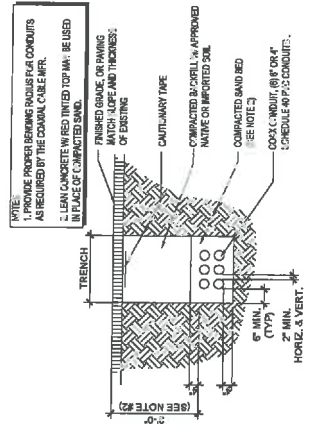
PHO\_HORIZON-SCHOOL\_SC

4840 W. BUTLER DR.  
GLENDALE, AZ 85302

SHEET TITLE: DETAILS

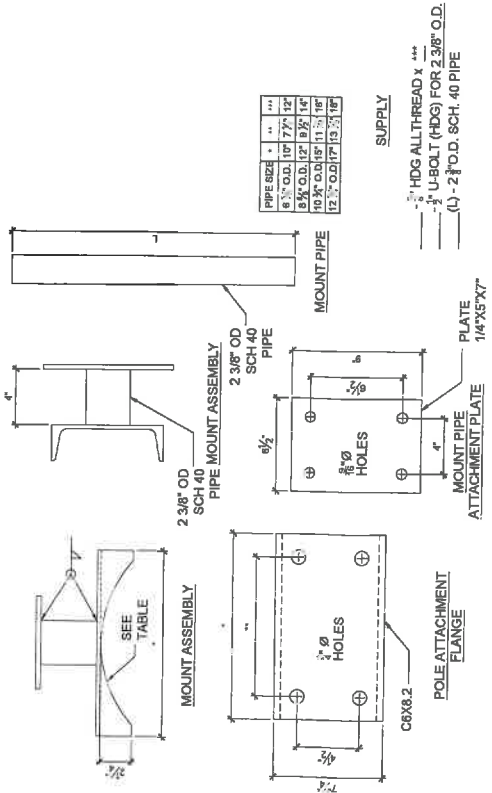
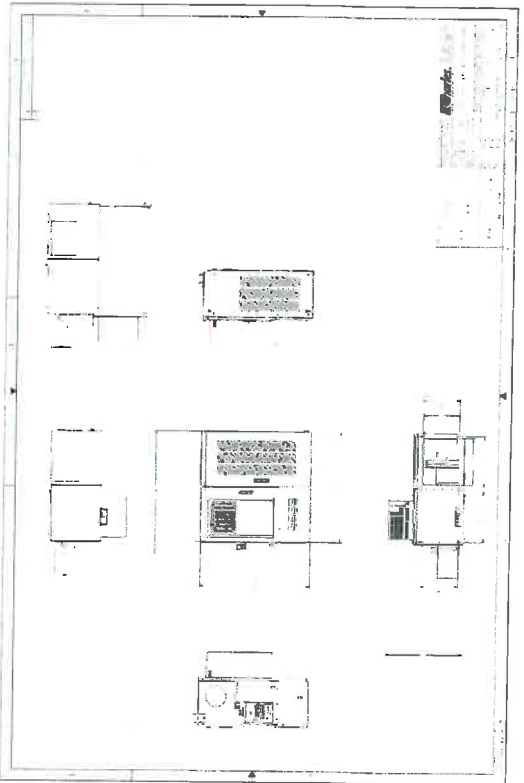
APPLICATION: APPROX.

SHEET NUMBER: A-5



4 COAX TRENCH DETAIL  
SCALE: 1/2"=1'-0"

3 NOT USED  
A-5



2 ANTENNA MOUNT DETAILS  
SCALE: 1/2"=1'-0"

1 CABINET DETAILS  
SCALE: 1/8"=1'-0"

# PHOTOGRAPHIC SIMULATION

PROPOSED WIRELESS COMMUNICATIONS FACILITY



SITE NAME: PHO\_HORIZON-SCHOOL\_SC

SITE LOCATION: 4840 W. BUTLER DR  
GLENDALE, AZ 85302

DATE: 7/17/2015

APPLICANT: SHAW AND ASSOCIATES  
1222 W. CAVEDALE DR.  
PHOENIX, AZ 85085

CONTACT: Candace Sutherland-Mott  
(480) 772-6043

SITE LOCATION MAP



2015 GOOGLE MAPS

The included Photograph Simulation(s) are intended as visual representations only and should not be used for construction purposes. The materials represented within the included Photograph Simulation(s) are subject to change.



EXISTING VIEW -  
LOOKING SOUTHWEST



PHOTOGRAPHIC SIMULATION -  
LOOKING SOUTHWEST

PROPOSED REPLACEMENT 35' LIGHT POLE AND INSTALLATION OF MOUNTED LESSEE ANTENNA ARRAY AND MICROWAVE DISH. ADDITION OF CHARLES EQUIPMENT CABINET.



LICENSE AGREEMENT  
FOR WIRELESS COMMUNICATIONS SITE  
IN CITY OF GLENDALE RIGHT-OF-WAY

This License Agreement (the "Agreement") is effective as of the date of the latter signature below (the "Effective Date"), and is by and between the City of Glendale, an Arizona municipal corporation (the "City"), and Verizon Wireless (VAW) LLC, a Delaware limited liability company, d\ba Verizon Wireless, whose address in One Verizon Way, Mail Stop 4AW 100, Basking Ridge, New Jersey 07920 ("Licensee").

WHEREAS, the City is the owner of certain real property located at 5330 West Union Hills Drive, Glendale, Arizona 85308, as legally described in Exhibit "A" attached hereto and incorporated herein (the "Property"); and

WHEREAS, the City wishes to license to Licensee, and Licensee wishes to license from the City, the "License Area" (as described and defined below) for Licensee's use for a telecommunications facility and related purposes, pursuant to the terms of this Agreement;

WHEREAS, Licensee is concurrently leasing ground space containing approximately eight hundred seventy-seven (877) square feet from JAS Holdings LLC, an Arizona limited liability company, for Licensee's communications equipment (the "Equipment Space") and space on an existing utility pole from Arizona Public Service Company for Licensee's antennas and related appurtenances (the "Antenna Space")

THEREFORE, in consideration of the following mutual covenants, terms and conditions, it is hereby agreed as follows:

1. LICENSE AREA.

Pursuant to the terms of this Agreement, City hereby licenses to Licensee the "License Area" (as defined herein) for the duration of the "Term") (as defined below). The "License Area" shall be defined as and include following:

- A. An approximately twenty-two foot (22') wide right of way for access and utilities purposes; all as particularly described and depicted in the site plans attached as Exhibit "B" attached to the Agreement (the "Site Plans");
- B. A four-foot (4') wide right of way for an underground conduit and cable route to and from the Equipment Space and the Antenna Space, for Licensee's conduits, cables, lines and connections along the route described in the Site Plans.

The Equipment Space, the Antenna Space, transmission lines, conduits and cables shall collectively be referred to herein as the "Communication Equipment").

2. CITY'S REPRESENTATIONS AND WARRANTIES.

- A. The City represents and warrants to Licensee that: (1) the City has full right, power and authority to execute this Agreement; (2) the City has good and unencumbered title to the License Area free and clear of any liens or mortgages, except those disclosed to the Licensee that will not interfere with Licensee's right to use the License Area; and (3) the City's execution and performance of this Agreement will not violate any laws, ordinances, covenants, restrictions, easements, agreements, reservations, mortgages, licenses or other agreements binding on the City for the Licensed Area.
- B. The Licensee has studied and inspected the License Area and accepts the same "AS IS" without any express or implied warranties of any kind, other than those warranties contained in subsection (A) immediately above, including any warranties or representations by the City as to its condition or fitness for any particular use. The Licensee has inspected the License Area and obtained such information and professional advice as the Licensee has determined to be necessary related to this Agreement.

3. GRANT OF LICENSE; TERM.

The City grants to Licensee the right to use the License Area subject to the following provisions and conditioned upon Licensee's timely and complete performance of all of its obligations hereunder:

- A. The initial term of this License Agreement shall be for a period of ten (10) years (the "Initial Term"), commencing on the first day of the month following the Effective Date (the "Commencement Date") and ending at 11:59 p.m. on the day immediately preceding the tenth (10<sup>th</sup>) anniversary thereof, unless sooner terminated as stated herein. This Agreement shall be automatically renewed for no more than three successive five-year Renewal Terms, unless City or Licensee notifies the other party in writing of such party's intent not to renew this Agreement at least one hundred eighty (180) days prior to the expiration of the Initial Term or any Renewal Term, as applicable.
- B. If Licensee continues to occupy the Licensed Area after the expiration or termination of this Agreement, holding over will not be considered to operate as a renewal or extension of this Agreement, but shall be a month-to-month license and the Licensee must pay the City fees in an amount that is double the amount of normal license fee that would otherwise be due under Section 4.
- C. Licensee shall not hold-over or continue to occupy the License Area at the conclusion of the expiration of the Initial Term or any subsequent Renewal Period without the express written consent of the City.

- D. Notwithstanding any provision in this License to the contrary, and notwithstanding any negotiation, correspondence, course of performance or dealing, or other statements or acts by or between the parties, Licensee's rights in the License Area are limited to the rights created by this Agreement, which creates only a license in the License Area. The City and the Licensee do not by this instrument intend to create a lease, easement or other real property interest. The Licensee shall have no real property interest in the License Area. Licensee's sole remedy for any breach or threatened breach of this Agreement by the City shall be an action for damages. Licensee's rights hereunder are subject to all covenants, restrictions, easements, agreements, reservations and encumbrances upon, and all other conditions of title to, the License Area. Notwithstanding the preceding sentence, the City shall provide to Licensee peaceable use and enjoyment of the License Area in accordance with the terms of this Agreement. Licensee's rights hereunder are further subject to all present and future building restrictions, regulations, zoning laws, ordinances, resolutions and orders of any local, state or federal agency, now or hereafter having jurisdiction over the License Area or Licensee's use thereof.

4. LICENSE FEES; COSTS.

- A. Commencing upon the Commencement Date throughout the duration of the Initial Term and any applicable Renewal Term(s), Licensee shall pay, in advance, and without notice and free from all claims, deductions and setoffs against the City, a license fee in the amount of Fifteen Thousand and 00/100 Dollars (\$15,000.00) per annum, plus all appropriate taxes (the "License Fee").
- B. Commencing upon the first annual anniversary of the Commencement Date, the License Fee shall be subject to annual increases in the amount of three percent (3%) over the annual License Fee rate of the previous year.
- C. City and Licensee acknowledge and agree that the initial License Fee payment shall not actually be sent by Licensee until thirty (30) days after a written acknowledgement from the City that the License has been approved and executed by the City. By way of illustration of the preceding sentence, if the Commencement Date is January 1 and the written acknowledgement confirming the Commencement Date is dated January 14, Licensee shall send to the City the initial License Fee payment by February 13.
- D. If the Licensee fails to pay any license fee in full on or before the due date, the Licensee is responsible for interest on the unpaid principal balance at the rate of 18% per annum from the due date until payment is made in full.

5. UTILITIES.

Licensee shall pay for all utilities necessary to operate the Communication Equipment, which utilities shall be separately metered from any of the City's utilities.



6. USE RESTRICTIONS.

Licensee's use and occupation of the License Area shall conform to all of the following provisions:

- A. Licensee acknowledges that the License Area is located near city facilities. Licensee shall at all times use its best efforts to minimize any impact that its use of the License Area.
- B. Licensee may remove, relocate (within the License Area), modify, replace or alter in any way any of Licensee's Communication Equipment within the License Area without the City's prior written approval. Licensee shall repair any damage, modification or alteration to the City's property caused by Licensee's use of the Licensed Area to the same condition that existed before the damage or alteration occurred.
- C. Whenever the Licensee performs construction activities within the Licensed Area, the Licensee shall obtain all necessary construction permits and promptly, upon completion of construction, restore the remaining Licensed Area to the condition existing prior to construction to the satisfaction of the City's Project Manager. If the Licensee fails to restore the Licensed Area as required, the City may take all reasonable actions necessary to restore the Licensed Area, and the Licensee, within twenty (20) days of demand and receipt of an invoice, together with reasonable supporting documentation, will pay all of the City's reasonable costs of restoration.
- D. Licensee shall use the License Area solely for installing, operating, maintaining, repairing, modifying and removing the Communication Equipment. The Communication Equipment is limited to the equipment and facilities listed in Section 1 above and Exhibit B attached hereto, equivalent or smaller replacement equipment, and such other items as may be approved by the City, in its sole discretion, in writing.
- E. Licensee shall have non-exclusive rights for ingress and egress, seven (7) days a week, twenty-four (24) hours a day, on foot or motor vehicle for the construction, installation, operation, maintenance, modification and removal of the Communication Equipment.
- F. Licensee shall at all times have on call and at the City's disposal an active, qualified, competent and experienced representative to supervise the Communication Equipment, who shall be authorized to act for the Licensee in matters pertaining to all emergencies and the day-to-day operation of the Communication Equipment. Such person need not be stationed at the Licensed Area. Licensee shall provide the City's Project Manager or designee with the names, addresses and 24-hour telephone numbers of such persons in writing.

- G. Licensee shall operate the License Area in a first-class manner; shall furnish prompt, clean and courteous service; and shall keep the License Area attractively maintained, orderly, clean and sanitary at all times. Licensee shall not employ any persons in or about the License Area who shall fail to be clean, courteous, efficient and neat in appearance.
- H. There shall be no guaranteed number of parking places available for the License Area.
- I. Licensee acknowledges that the Licensee's use of the License Area shall be subject and subordinate to the City's operation.
- J. Licensee shall not install, operate or allow the use of equipment, methodology or technology that may interfere with the optimum effective use or operation of the City's fire, emergency or other communication equipment, methodology or technology (*i.e.*, voice or other data receiving and/or transmitting equipment) that is presently in use or may be in use in the future. If such interference occurs, Licensee shall immediately discontinue using such equipment, methodology or technology that causes the interference until corrective measures are taken. Any such corrective measures shall be made at no cost to the City. If the City installs any fire, emergency or communication equipment in the Property (outside the License Area), Licensee will take reasonable corrective measures to avoid interference problems between Licensee's Communication Equipment and the City's equipment. The City and Licensee shall promptly use their best reasonable efforts to resolve any interference problems; provided that if the interference problems are unavoidable, the City's right to use the City's own equipment remains paramount to any use of the License Area by Licensee, but Licensee shall have two (2) years prior to being required to discontinue or permanently relocate the Communications Equipment.
- K. Licensee shall not install any signs, other than required safety warning signs or such other signs as are requested or approved by the City. Licensee shall bear all costs pertaining to the erection, installation, maintenance and removal of all of its signs.

7. USE OF HAZARDOUS MATERIAL PROHIBITED

Licensee shall not produce, generate, dispose of, transport, treat, use or store any hazardous waste, hazardous substance, pollutant or contaminant upon or about the Property, including the Licensed Area, in violation of the Arizona Hazardous Waste Management Act, A.R.S. Sec. 49-901 *et seq.* the Resource Conservation and Recovery Act, 42 U.S.C. 6901 *et seq.*, the Toxic Substances Control Act, 15 U.S.C. 2601 *et seq.*, or any other federal, state or local law pertaining to hazardous waste, hazardous substances, pollutants or contaminants. The preceding sentence does not apply to proper and lawful use and disposal of properly maintained "gel-cel" batteries supplying backup electrical

power to the Communication Equipment. Licensee shall not use the Property, including the License Area, in a manner that violates with any regulations, permits or approvals issued by any federal or state agency. Except to the extent caused by or arising out of the negligence of the City or its employees and assigns, the Licensee shall defend, indemnify and hold the City harmless against any loss or liability incurred by reason of release or threatened release of any hazardous waste, hazardous substance, pollutant or contaminant the License Area, attributable to the extent such release or threatened release is caused by the Licensee. Licensee shall immediately notify the City and, if applicable, any federal or state agency of any release or threatened release of a hazardous waste, hazardous substance, pollutant or contaminant at any time such release or threat of release is discovered or found to exist. Licensee shall promptly and without a request by the City provide the City's Environmental Program Manager with copies of all written communications between the Licensee and any governmental agency concerning environmental inquiries, reports or problems in the Property. Except to the extent caused by or arising out of the negligence of the Licensee or its employees and assigns, the City shall defend, indemnify and hold the Licensee harmless against any loss or liability incurred by reason of release or threatened release of any hazardous waste, hazardous substance, pollutant or contaminant the Property (outside the License Area), attributable to the extent such release or threatened release is caused by the City.

8. LICENSEE'S IMPROVEMENTS; GENERAL REQUIREMENTS.

The following provisions shall govern all improvements, repairs, installation and other construction, removal, demolition or similar work of any description by the Licensee related to the Communication Equipment or the License Area (collectively referred to as the "Licensee's Improvements"):

- A. All of Licensee's Improvements shall be designed, installed and purchased at Licensee's sole expense. In no event, including termination of this Agreement for any reason, shall the City be obligated to compensate the Licensee in any manner for any of Licensee's Improvements or other work undertaken by the Licensee during or related to this Agreement. The Licensee shall timely pay for all such labor, materials and work and all professional and other services related to Licensee's Improvements and shall defend, indemnify and hold harmless the City against all such claims.
- B. All work performed in the License Area by Licensee shall be performed in a workmanlike manner, as reasonably determined by the City, and shall be diligently pursued to completion and in conformance with all building codes and similar requirements. All of Licensee's Improvements shall be high quality, safe, fire resistant, modern in design and attractive in appearance, all as approved by the City. The City's approval shall not be unreasonably withheld, conditioned or delayed.
- C. All of Licensee's Improvements (except for the Communication Equipment) shall become fixtures and part of the City's real property.

- D. Licensee acknowledges that as of the Effective Date, the City has not approved or promised to approve any plans for Licensee's Improvements, except for those improvements already in place or to the extent expressly stated in this Agreement.
- E. Licensee shall diligently pursue the installation of all approved Licensee's Improvements and shall complete installation of all Licensee's Improvements no later than eighteen (18) months after such Licensee's Improvements are approved by the City.
- F. Licensee shall make no initial structural or grading alterations, modifications or, additions or other significant construction work to its own equipment or facilities within the License Area until the City has reviewed and approved all improvements, equipment, fixtures, paint and other construction work of any description as described in all plans delivered by the Licensee to the City. All such plans and construction are subject to inspection and final approval by the City as to colors, materials, site plan, design, function and appearance.
- G. All changes to utility facilities shall be limited to the License Area and shall be undertaken by the Licensee only with the written consent of the City. Such consent shall not be unreasonably withheld, conditioned or delayed.
- H. All of the Licensee's Improvements shall be designed so as to present uniformity of design, function, appearance and quality throughout and consistency with other improvements located in the Property.
- I. Licensee shall properly mark and sign all excavations and maintain barriers and traffic control in accordance with all applicable laws, regulations and best management practices.
- J. The following procedure shall govern Licensee's submission to the City of all plans for the License Area and Licensee's Improvements, including any proposed changes by the Licensee of previously approved plans:
  - 1. Licensee shall coordinate with the City as necessary on significant design issues prior to submission of plans.
  - 2. Upon execution of this Agreement, the City and the Licensee shall each designate a project manager to coordinate the parties' participation in designing and constructing Licensee's Improvements. Each project manager shall devote such time and efforts to the project as may be necessary for timely, good faith and convenient coordination among all persons involved with the project and compliance with this Agreement. The City's project manager will not be exclusively assigned to this License or the Licensee's Improvements.

3. No plans shall be deemed approved until stamped "APPROVED" and dated by the City's project manager.
4. No final plans shall be deemed approved until Licensee delivers to the City a formal certification by an engineer licensed in Arizona acceptable to the City's project manager, certifying that all of the Licensee's Improvements are properly designed to be safe and function as designed and as required by this Agreement. Such certification shall be accompanied by and refer to any backup information and analysis as the City may reasonably require.
5. Licensee acknowledges that the City's project manager's authority with respect to the License Area is limited to the administration of the requirements of this Agreement. Licensee shall be responsible to secure all zoning approvals, design revisions or other governmental approvals and to satisfy all governmental requirements pertaining to the project. The Licensee shall not rely on the City or the City's project manager to initiate or suggest any particular process or course of action for obtaining such approvals.
6. The City's issuance of building permits shall not constitute approval of any plans for purposes of this Agreement. The City's project manager shall be reasonably available to coordinate and assist the Licensee in working through issues that may arise in connection with any plan approvals and requirements.
7. In preparing plans for submittal and approval to the City, Licensee shall include such periods of time that are necessary to conduct all communications and plan revisions to obtain any required City approvals.
8. The City agrees to review, comment on and approve any original or revised plans in accordance with the City's normal plan review time frames and procedures. Licensee, however, will not be given any priority or special consideration over the City's other customers. Any failure by the City to timely process such plans shall not be deemed to be an approval of any plans submitted by Licensee, but may operate to extend Licensee's construction deadlines.
9. The parties shall use their best reasonable efforts to resolve any design and construction issues to their mutual satisfaction. In the event of an impasse for any reason, final decision authority regarding all design and construction issues shall rest with the City in its reasonable discretion.
10. Licensee shall provide the City with two complete sets of detailed plans and specifications of the work as completed.

9. MAINTENANCE.

Licensee shall, at its own cost, maintain the Communication Equipment, the Licensee's Improvements and all other portions of the License Area during the term of this Agreement.

10. CO-LOCATION.

- A. Licensee shall be permitted to sublicense space to any third party on the Monopalm in Licensee's sole discretion. Subject to subsection (B) below, the Licensee shall at all times use reasonable efforts to cooperate with the City and any third parties in the co-location of additional communication equipment, facilities or structures in the Property. The term "Sublicense" shall apply to any situation by which Licensee allows a third party use of the License Area for co-location, whether it be by formal sublicense, license or other agreement. All rights and responsibilities of Licensee set forth in this Agreement shall be enjoyed by and be binding on any Sublessee. Notwithstanding the above, Licensee may not sublease any ground space within the License Area without the City's prior written consent. In the event any Sublessee subleases space on Licensee's Monopalm, such third party must acquire its own rights to ground space from the City outside of the License Area. In this event, Licensee shall receive one hundred percent (100%) of the fees for that portion of the Sublessee's facilities that are located within the limits of the License Area and the City shall receive one hundred percent (100%) of the license fee, negotiated by the City and Sublessee, for that portion of Sublessee's facilities that are located on the Property outside the License Area. Notwithstanding anything to the contrary herein, Licensee may sublet or sublicense all or any portion of the License Area (including ground space and space on the Monopalm) in the event of a public emergency and/or for safety systems purposes (i.e. police, ambulance, and/or fire), that may be required or ordered by any governmental authority having jurisdiction over Licensee and/or the Property.
- B. Prior to permitting the installation of any third party's co-located communication equipment, facilities or structures in the licensed area, the City shall give the Licensee thirty (30) days' notice of the proposed co-located equipment, facilities or structures so that the Licensee can determine if the additional equipment will interfere with the Communication Equipment. If the Licensee determines that such interference will occur, Licensee shall, within the 30-day notice period, give the City a detailed written explanation of the anticipated interference, including such supporting documentation as may be reasonably necessary for the City to evaluate the Licensee's position. The City and the Licensee shall promptly use their best reasonable efforts to resolve any interference problems before the City allows the third party to co-locate it equipment, facilities or structures.

11. ASSIGNMENT.

- A. Licensee may only assign this License, upon thirty (30) days' written notice to the City, to any entity controlling, controlled by or under common ownership with the

Licensee, or to any entity that, after first receiving all necessary F.C.C. and State regulatory agency approvals, acquires the Licensee's radio communications business and assumes all obligations of the Licensee under this Agreement. All other assignments require the City's prior approval. For assignments requiring City approval, the City may, as a condition of approval, postpone the effective date of the assignment and require that any potential transferee submit biographical and financial information to the City at least sixty (60) days prior to any transfer of Licensee's interest. After reviewing all materials submitted by the proposed assignee, City, in its sole unreviewable discretion, approve or reject the proposed assignment. Any purported assignment that is not approved by the City is null and void and such assignee will not assume Licensee's rights and benefits under this Agreement.

- B. Licensee may, upon notice to the City, mortgage or grant a security interest in this Agreement and the Communication Equipment, and may assign this Agreement and the Communication Equipment to any mortgagees, deed of trust beneficiaries or holders of security interests, including their successors or assigns ("Mortgagees"), provided such Mortgagees agree to be bound by the terms of this Agreement. In such event, the City shall execute such consent to leasehold or other financing as may be reasonably required by Mortgagees. In no event will the Licensee grant or attempt to grant a security interest in any of the real property underlying the License Area.

12. PERFORMANCE BOND. Licensee shall, prior to commencement of construction, provide the City with a performance bond in the amount of \$20,000.00. The performance bond shall be conditioned upon the Licensee's faithful performance of all of its obligations under this Agreement. The bond shall be executed by a surety company duly authorized to do business in the State of Arizona and reasonably acceptable to the City's Project Manager.

13. INTENTIONALLY DELETED.

14. DEFAULT; TERMINATION BY CITY.

- A. The City may terminate this Agreement by giving Licensee 30 day's written notice after the happening of any of the following events:
  - 1. The failure of Licensee to perform any of its obligations under this Agreement, provided that Licensee fails to cure its default within said 30-day notice period; provided however, Licensee shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and Licensee commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion so long as the total cure period does not exceed 120 days.

2. The taking of possession for a period of 10 days or more of substantially all of the personal property used in the License Area belonging to Licensee by or pursuant to lawful authority of any legislative act, resolution, rule, order or decree or any act, resolution, rule, order or decree of any court or governmental board, agency, officer, receiver, trustee or liquidator;
  3. The filing of any lien against the Property because of any act or omission of Licensee that is not discharged within 30 days of receipt of actual notice by Licensee.
- B. The City may place Licensee in default of this Agreement by giving Licensee 15 days' written notice of Licensee's failure to timely pay the fee provided for herein or any other charges required to be paid by Licensee pursuant to this Agreement. During said 15-day notice period, Licensee shall cure said default; otherwise, the City may elect to terminate this Agreement or to exercise any other remedy allowed by law or equity.
  - C. If Licensee, through any fault of its own, at any time fails to maintain all insurance coverage required by this Agreement, the City shall have the right, upon written notice to Licensee, to immediately terminate this Agreement or to secure the required insurance at Licensee's expense.
  - D. Failure by the City to take any authorized action upon default by Licensee of any of its obligations hereunder shall not constitute a waiver of said default nor of any subsequent default by Licensee. Acceptance of rent and other fees by the City under the terms hereof for any period after a default by Licensee of any of its obligations shall not be deemed a waiver or estoppel of the City's right to terminate this Agreement for any subsequent failure by Licensee to comply with its obligations.
  - E. Upon the termination of this Agreement for any reason, all rights of the Licensee shall terminate, including all rights of the Licensee's creditors-trustees and assigns, and all others similarly situated as to the License Area.

15. LICENSEE TERMINATION.

Licensee may terminate this Agreement upon 90 days' written notice to the City after the happening of any of the following events:

- A. Issuance by a court of competent jurisdiction of an injunction in any way preventing or restraining Licensee's use of any portion of the License Area and the remaining in force of such injunction for a period of 30 consecutive days.



- B. The inability of Licensee to use any substantial portion of the License Area for a period of 30 consecutive days due to the enactment or enforcement of any law or regulation or because of fire, earthquake or similar casualty, or Acts of God or the public enemy.
- C. if Licensee is unable to obtain or maintain any license, permit or governmental approval necessary to the construction, installation or operation of the Communication Equipment or Licensee's business.
- D. if the License Area or the Communication Equipment is unacceptable under Licensee 's design or engineering specifications for the communication system to which the Communication Equipment belongs, or is unacceptable for Licensee's reasonable business purposes.
- E. The License Area or the Communication Equipment are destroyed or so damaged that, in Licensee's reasonable judgment, such damage substantially and adversely affects the use of the Communication Equipment. In such event, Licensee shall be entitled to a refund of any prepaid rent.

16. INDEMNIFICATION.

Licensee shall defend, indemnify and hold harmless the City and its elected or appointed officials, agents, boards, commissions and employees (hereinafter referred to collectively as the "City" in this Section) from all loss, damages or claims of whatever nature , including attorney's fees, expert witness fees and costs of litigation, that arise out of any act or omission of Licensee or its agents , employees and invitees (hereinafter referred to collectively as "Licensee" in this Section) in connection with Licensee's operations in the Licensed area and that result directly or indirectly in the injury to or death of any person or the damage to or loss of any property, or that arise out of the failure of Licensee to comply with any provision of this Agreement. The City shall in all instances, except for loss , damages or claims resulting from the sole negligence of the City, be indemnified by Licensee against all such loss, damages or claims, regardless of whether the loss, damages or claims are caused in part by the negligence of the City. The City shall give Licensee prompt notice of any claim made or suit instituted that may subject Licensee to liability under this Section, and Licensee shall have the right to compromise and defend the same to the extent of its own interest. The City shall have the right, but not the duty, to participate in the defense of any claim or litigation with attorneys of the City's selection without relieving Licensee of any obligations hereunder. Licensee's obligations hereunder shall survive any termination of this Agreement or Licensee's activities in the Licensed area.

17. INSURANCE.

Licensee shall procure and at all times maintain the following types and amounts of insurance for its operations in the Property:

- A. Commercial general liability and property damage insurance in the amount of \$5,000,000 combined single limit per occurrence and \$5,000,000 general aggregate.
- B. Comprehensive automobile liability insurance for all owned, non-owned and hired vehicles in the amount of \$5,000,000 combined single limit each accident for bodily injury and property damage per occurrence.
- C. Such other insurance as the City' Project Manager determines to be necessary for Licensee's operations.

Such insurance shall be in a form, from a company reasonably acceptable to City and shall name the City as an additional insured. The insurance must also include contractual liability. Licensee shall provide appropriate certificates of insurance to the City for all insurance policies required by this Section.

18. DAMAGE OR DESTRUCTION.

- A. If the License Area or any of Licensee's Improvements, insurable or uninsurable, are damaged or destroyed (except damage or destruction caused by Licensee as set forth in Subsection B) to such an extent Licensee is prevented from continuing operations, each party shall have the right, in its sole discretion and without cause, to terminate this Agreement by giving the other party written notice of such termination.
- B. If the License Area or any of Licensee's Improvements are damaged or destroyed by any cause whatsoever attributable in whole or in part to any act or omission of Licensee or its agents, employees or invitees, Subsection A shall not apply and this Agreement shall continue in full force or effect. Licensee shall promptly repair or rebuild the License Area or Licensee's Improvements used by the City, and Licensee shall reimburse the City, on demand, for all costs of such work.
- C. There shall be no obligation on the part of the City to reimburse Licensee for the loss or damage to fixtures, equipment or other personal property of Licensee, except for such loss or damage as is caused by the sole negligence of the City . Licensee, for its own protection, may separately insure such fixtures, equipment or other personal property as it so desires.

19. SURRENDER OF POSSESSION.

Upon the expiration or termination of this Agreement, Licensee's right to occupy the License Area and exercise the privileges and rights herein granted shall cease, and it shall surrender and leave the License Area in good condition, normal wear and tear excepted. Unless otherwise provided herein, all trade fixtures, equipment, and other personal property installed or placed by Licensee on the License Area shall remain the property of Licensee, and Licensee shall have the right at any time during the term of this Agreement, and for an additional period of 90 days after

its expiration, to remove the same from the License Area; provided that Licensee is not in default of any of its obligations hereunder and that Licensee shall repair, at its sole cost, any damage caused by such removal. Any property not removed by Licensee within said 90-day period shall become a part of the Property, and ownership thereto shall vest in the City; or the City may, at the Licensee's expense, have the property removed.

20. NOTICE.

Except as otherwise provided, all notices required or permitted to be given under this Agreement May be personally delivered or mailed by certified mail, return receipt requested, postage prepaid, to the following addresses:

TO THE CITY:                      City of Glendale  
   Attention: Construction Engineering Manager  
   5850 W. Glendale Avenue, Suite 315  
   Glendale, AZ 85301

WITH A COPY TO:                City of Glendale  
   Attention: City Attorney  
   5850 West Glendale Avenue, Suite 450  
   Glendale, AZ 85301

TO LICENSEE:                      Verizon Wireless (VAW) LLC,  
   d\b\ a Verizon Wireless.  
   180 Washington Valley Road  
   Bedminster, New Jersey 07921  
   Attention: Network Real Estate  
   Site Name: PHO Michigan

Any notice given by certified mail shall be deemed to be received on the next business day after the date of mailing. Either party may designate in writing a different address for notice purposes pursuant to this Section.

21. SEVERABILITY.

Should any provision of this Agreement be declared invalid by a court of competent jurisdiction, the remaining terms shall remain effective, provided that elimination of the invalid provision does not materially prejudice either party with regard to its respective rights and obligations.

22. TAXES AND LICENSES.

- A. Licensee shall pay any leasehold tax, possessory-interest tax, sales tax, personal property tax, transaction privilege tax or other exaction evidenced to be assessed or assessable as a result of its occupancy of the License Area under authority of this Agreement, including any such tax assessable on the City. In the event that

laws or judicial decisions result in the imposition of a real property tax on the interest of the City, such tax shall also be paid by Licensee for the period this Agreement is in effect.

- B. Licensee acknowledges that it may be a "prime lessee," as defined in A.R.S. Sec. 42- 1901, and that it may be subject to excise tax liability under this Agreement pursuant to A.R.S., Title 42, Chapter 13 as a prime lessee of a government property improvement. Licensee further acknowledges that any failure by Licensee to pay taxes due under A.R.S., Title 42, Chapter 13, after notice and an opportunity to cure, shall constitute a default that could result in divesting of any interest in or right to occupancy of the License Area.
- C. Licensee shall, at its own cost, obtain and maintain in full force and effect during the term of this Agreement all licenses and permits required for all activities authorized by this Agreement.

### 23. LITIGATION.

This Agreement shall be governed by the laws of the State of Arizona. In the event of any litigation or arbitration between the City and Licensee arising under this Agreement, the successful party shall be entitled to recover its attorney's fees, expert witness fees and other costs incurred in connection with such litigation or arbitration.

### 24. RULES AND REGULATIONS.

Licensee shall at all times comply with all federal, state and local laws, ordinances, rules and regulations which are applicable to its operations and the Property including all laws, ordinances, rules and regulations adopted after the Effective Date. Licensee shall display to the City, upon request, any permits, licenses or other evidence of compliance with such laws.

### 25. RIGHT OF ENTRY RESERVED.

- A. The City shall have the right at all times to enter upon the License Area for any lawful purpose, provided such action does not unreasonably interfere with Licensee's use or occupancy of the License Area and that the City shall have access to the Communication Equipment itself only with a 24-hour notice, except in emergency situations.
- B. Without limiting the generality of Subsection A, the City and any furnisher of utilities and other services shall have the right, at their own cost, to maintain existing and future utility, mechanical, electrical and other systems and to enter upon the License Area at all times to make such repairs, replacements or alterations there to that may, in the opinion of the City, be deemed necessary or advisable and from time to time to construct or install over, in or under the License Area such systems or parts thereof and, in connection with such maintenance, use the License Area for access to other parts of the Property;

provided that in the exercise of such right of access, repair, alteration or new construction, the City shall not unreasonably interfere with the use and occupancy of the License Area by Licensee.

- C. If any of Licensee's Improvements shall obstruct the access of the City or any utility company furnishing utility service to any of the existing utility, mechanical, electrical and other systems in the Property, and thus shall interfere with the inspection, maintenance or repair of any such system, Licensee shall promptly provide necessary access, as directed by the City or utility company, to the system for inspection, maintenance or repair.
- D. Exercise of any of the foregoing rights by the City or others pursuant to the City's rights shall not constitute an eviction of Licensee, nor be made the grounds for any abatement of rent or claim for damages.

26. MISCELLANEOUS.

This Agreement constitutes the entire agreement between the Parties concerning the matters contained herein and supersedes all prior negotiations, understandings and agreements between the parties concerning such matters. This Agreement shall be interpreted, applied and enforced according to the fair meaning of its terms and shall not be construed strictly in favor of or against either party, regardless of which party may have drafted any of its provisions. No provision of this Agreement may be waived or modified except by a writing signed by the party against whom such waiver or modification is sought to be enforced. The terms of this Agreement shall be binding upon and inure to the benefit of the parties' successors and assigns.

27. RELOCATION. The City shall not bear any cost of relocation of existing facilities, irrespective of the function served, where the City facilities or other facilities occupying the License Area or City Right-of-Way in close proximity to the License Area, are already located and the conflict between the Licensee's potential Communication Equipment and existing facilities can only be resolved expeditiously, as determined by the City, by the movement of the existing City or other permitted facilities.

EXECUTED to be effective on the date specified above.

CITY OF GLENDALE,  
an Arizona municipal corporation

\_\_\_\_\_  
Richard A. Bowers  
Acting City Manager

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Michael Bailey  
City Attorney

LICENSEE:

Verizon Wireless (VAW) LLC,  
a Delaware limited liability company,  
d/b/a Verizon Wireless

By: \_\_\_\_\_  
Name: Clifton Casey  
Its: Executive Director - Network  
Date: \_\_\_\_\_

## EXHIBIT A

ALL THAT PORTION OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 4 NORTH, RANGE 2 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 29;

THENCE NORTH 89°45'56" WEST, ALONG THE SOUTH LINE OF SAID SECTION 29 AND THE CENTERLINE OF UNION HILLS DRIVE, A DISTANCE OF 1325.20(R), 1325.86(M) FEET;

THENCE NORTH 00°59'26" WEST, ALONG THE EAST LINE OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 29, A DISTANCE OF 55.01 FEET TO A POINT ON THE NORTH LINE OF SAID UNION HILLS DRIVE;

THENCE NORTH 89°45'56" WEST, ALONG A LINE 55.00 FEET NORTH OF AND PARALLEL TO THE CENTERLINE OF UNION HILLS DRIVE AND THE SOUTH LINE OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 29, A DISTANCE OF 212.04(R), 212.37(M) FEET;

THENCE NORTH 00°59'38" WEST A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 89°45'56" WEST, ALONG (Unofficial Document) 65 FEET NORTH OF AND PARALLEL TO THE CENTERLINE OF UNION HILLS DRIVE, A DISTANCE OF 398.01 FEET;

THENCE NORTH 45°26'12" WEST, A DISTANCE OF 35.78 FEET;

THENCE NORTH 01°06'27" WEST A DISTANCE OF 246.65 FEET;

THENCE SOUTH 89°55'13" EAST, A DISTANCE OF 210.62 FEET;

THENCE NORTH 00°59'33" WEST, A DISTANCE OF 65.06 FEET;

THENCE SOUTH 89°45'56" EAST A DISTANCE OF 142.54 FEET;

THENCE NORTH 45°00'00" EAST A DISTANCE OF 21.00 FEET;

THENCE NORTH 00°00'00" EAST A DISTANCE OF 17.00 FEET;

THENCE NORTH 90°00'00" EAST A DISTANCE OF 54.99 FEET;

THENCE SOUTH 00°59'38" EAST, A DISTANCE OF 369.42 FEET TO THE POINT OF BEGINNING.

**EXHIBIT B**

*(see attached)*







SITE NAME: PHO\_MICHIGAN

**CODE COMPLIANCE**  
 ALL PERMITS SHALL BE OBTAINED AND INSTALLED IN ACCORDANCE WITH THE CURRENT EDITIONS OF THE CODES AS ADOPTED BY THE LOCAL GOVERNING AUTHORITY:

BUILDING CODE : 2012 IBC  
 MECHANICAL CODE : 2012 IMC  
 ELECTRICAL CODE : 2011 NEC  
 PRECODE : 2012 IPC

**CODE SUMMARY**  
 OCCUPANT GROUP : JAS  
 BUILDING TYPE : ANTENNA  
 ALLOWABLE AREA : 873 sq. ft.  
 OCCUPANCY CLASSIFICATION : N/A  
 BUILDING HEIGHT : 11'-6" (1-STORY)  
 FIRE SPRINKLERS : NO (FM-200 SYSTEM)

**SPECIAL INSPECTIONS REQUIRED:**  
 CONCRETE CONSTRUCTION : YES  
 FOUNDATIONS : YES  
 PILE OR PIER FOUNDATIONS : YES  
 FIELD WELDING : YES

**SPECIAL INSPECTION NOTES:**

SPECIAL INSPECTION IS TO BE PROVIDED IN ADDITION TO THE SPECIAL INSPECTION PROVIDED BY THE LOCAL SAFETY DIVISION, AND SHALL NOT BE CONSIDERED AS A SUBSTITUTE FOR THE AUTHORIZED AGENT FROM REQUESTING THE PERIODIC AND CALLED INSPECTIONS REQUIRED BY SECTION 106.03 OF THE GLENDALE ADMINISTRATIVE CODE

**FIRE DEPARTMENT NOTES:**

PROVIDE A PORTABLE FIRE EXTINGUISHER WITH A RATING NOT LESS THAN 2A-10BC.  
 PROVIDE STREET ADDRESS IDENTIFICATION PER MUNICIPAL REQUIREMENTS.  
 PROVIDE AND INSTALL FIRE DEPARTMENT APPROVED EXTINGUISHER PADLOCK, PER FIRE DEPARTMENT REQUIREMENTS.



CALL BEFORE YOU DIG  
 2. MARIQUAN LAW REQUIREMENTS FOR CONSTRUCTION PHASE  
 STOP CALL  
 ARIZONA BLUE-PAINE, INC.  
 (602) 574-1100

**ARCHITECT**  
 YOUNG DESIGN CORP.  
 1025 N. HAYDEN DRIVE, #100  
 SCOTTSDALE, ARIZONA 85257  
 PHONE: (480) 961-9600  
 FAX: (480) 961-9609  
 CONTACT: MATTHEW YOUNG

**SITE ADMINISTRATION**  
 YOUNG DESIGN CORP.  
 1025 N. HAYDEN DRIVE, #100  
 SCOTTSDALE, ARIZONA 85257  
 PHONE: (480) 961-9600  
 FAX: (480) 961-9609  
 CONTACT: MATTHEW YOUNG

**ELLECTRICAL ENGINEER**  
 VAN DYKE ENGINEERING, P.C., INC.  
 1602 S. PINE ST. SUITE 100  
 TEMPE, ARIZONA 85281  
 PHONE: (480) 837-8079  
 FAX: (480) 837-8079  
 CONTACT: BARRY HULET

**LESSOR / OWNER**  
 JAS HOLDINGS, L.L.C.  
 126 W. GEMINI DRIVE  
 PHOENIX, ARIZONA 85016  
 PHONE: (602) 450-7092  
 CONTACT: BRIAN THOMPSON

**LESSOR / COMPANY**  
 VERIZON WIRELESS  
 126 W. GEMINI DRIVE  
 PHOENIX, ARIZONA 85016  
 PHONE: (602) 450-7092  
 CONTACT: DAMON GAUTHER



SITE PHOTO:

VIQUINITY MAP:



**SITE COORDINATES:**  
 LATITUDE : 33° 37' 18.8017" N  
 LONGITUDE : 112° 19' 26.6997" W  
 ELEVATION : 1264.7 A.M.S.L.

**DRAWING ORIENTATION:**  
 FROM VERIZON OFFICE IN TEMPE, AZ, HEAD WESTBOUND ON US-60, MERGE ONTO WESTBOUND I-10 TOWARD PHOENIX, MERGE ONTO NORTHBOUND I-17 TOWARD TUCKERVILLE, TAKE EXIT 214C FOR WESTBOUND AZ LOOP-101, TAKE EXIT 20 FOR 51st AVE & TURN LEFT ON 51st (WEST) ONTO UNION HILLS DRIVE. SITE WILL BE ON THE NORTH SIDE OF THE STREET.

**TOWNSHIP COMPLIANCE**  
 CITY OF GLENDALE  
 126 W. GEMINI DRIVE  
 GLENDALE, ARIZONA 85306  
 ZONING : SR-30  
 PARCEL : 130,961 S.F.  
 PARENT PARCEL AREA : 87.67 S.F.  
 NEW LEASE AREA : 87.67 S.F.  
 PARKING PROVIDED

**GENERAL COMPLIANCE:**  
 THIS STRUCTURE IS NOT INTENDED FOR HUMAN OCCUPANCY. THE USE OF THIS STRUCTURE IS LIMITED TO THE USE OF ELECTRONIC EQUIPMENT COOLING.  
 DEVELOPMENT AND USE OF THIS SITE WILL CONFORM TO ALL APPLICABLE CODES AND ORDINANCES.  
 MUNICIPAL REQUIREMENTS IDENTIFICATION PER THE USE OF THIS SITE WILL GENERATE NO TRASH, DEBRIS, OR OTHER MATERIALS TO BE REMOVED, & NO PLUMBING WORK WILL OCCUR AS PART OF THIS PROJECT.  
 ALL WIRING IS TO BE INSTALLED BY MANUFACTURED BUILDING SUPPLIER AND IS LIMITED TO MANUFACTURED COOLING ONLY. BUILDING WILL HAVE ONLY TELEPHONE CONNECTIONS.  
 THIS PROJECT REQUIRES PERMANENT POWER & TELEPHONE CONNECTION.

**A.D.A. COMPLIANCE:**

FACILITY IS UNMANNED AND NOT FOR HUMAN HABITATION. LADDERING AND EXITS SHALL COMPLY WITH THE APPLICABLE BUILDING CODE.

**F.C.C. COMPLIANCE:**

ALL NEW ANTENNAS SHALL BE IN COMPLIANCE WITH THE FEDERAL COMMUNICATIONS COMMISSION (FCC) REGULATIONS AND THE FCC'S RADIO FREQUENCY PUBLIC HEALTH AND THOSE PROTECTING HISTORIC DISTRICTS.

**PROJECT DESCRIPTION:**

THE PROJECT CONSISTS OF THE INSTALLATION AND OPERATION OF ANTENNAS AND ASSOCIATED TELECOMMUNICATIONS NETWORK FACILITY IS UNMANNED AND NOT FOR HUMAN HABITATION. THIS FACILITY IS A PREFABRICATED EQUIPMENT HAZARDOUS MATERIAL WILL BE STORED WITHIN THE FACILITY.  
 ALL EXITS SHALL BE OPERABLE FROM THE INSIDE OF THE FACILITY. ALL EXITS SHALL BE MANUALLY OPERATED EXITS OR SURFACE MOUNTED FLUSH BOLTS ARE PROHIBITED.

NEW ANTENNAS AND ASSOCIATED COAX CABLES NEW PREFABRICATED EQUIPMENT SHELTER NEW INDOOR STANDBY GENERATOR NEW MASONRY SCREEN WALL NEW REPLACEMENT UTILITY POLE

**SHEET INDEX:**

T-1	TITLE SHEET, PROJECT INFO
T-2	GENERAL NOTES
LS-1	TOPOGRAPHIC SURVEY
A-1	SITE PLAN
A-2	PROPOSED SITE PLAN
A-3	ENLARGED USE AREA PLAN
A-4	SITE ELEVATION
A-5	SITE ELEVATION
A-6	SITE DETAILS
A-7	SHIELDER DETAILS
E1	GENERAL ELECTRICAL NOTES
E2	POWER PLAN
E3	GROUNDING PLAN, ONE-LINE, CALC'S

CLIENT: **verizon wireless**  
 126 W. GEMINI DR.  
 TEMPE, AZ 85283

MATERIAL REVIEW: \_\_\_\_\_ DATE: \_\_\_\_\_  
 CONSTRUCTION SIGNATURE: \_\_\_\_\_  
 RF SIGNATURE: \_\_\_\_\_  
 FACILITIES SIGNATURE: \_\_\_\_\_  
 LEGAL/ESTATE SIGNATURE: \_\_\_\_\_

**young design corp**  
 architect / project management  
 1025 N. HAYDEN DRIVE, #100  
 SCOTTSDALE, ARIZONA 85257  
 PHONE: (480) 961-9600  
 FAX: (480) 961-9609  
 CONTACT: MATTHEW YOUNG

**VERIZON WIRELESS**  
 126 W. GEMINI DRIVE  
 GLENDALE, ARIZONA 85306  
 PHONE: (602) 450-7092  
 CONTACT: BRIAN THOMPSON

NO.	DATE	DESCRIPTION
1	5/6/2015	FINAL

ARCHITECTS JOB NO: YDC-8042

PROJECT INFORMATION  
**PHO\_MICHIGAN**  
 5330 W. UNION HILLS DRIVE  
 GLENDALE, ARIZONA 85306

SHEET TITLE  
**TITLE SHEET**

JURISDICTION APPROVAL: \_\_\_\_\_  
 SHEET NUMBER: **T-1**

GENERAL NOTES:

1. ALL WORK SHALL BE IN ACCORDANCE WITH THE SPECIFICATIONS AND STANDARDS OF THE AMERICAN INSTITUTE OF STEEL CONSTRUCTION, INC. (AISC) AND THE AMERICAN IRON AND STEEL INSTITUTE (AISI).

2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL, STATE, AND FEDERAL AUTHORITIES.

3. ALL MATERIALS AND WORKMANSHIP SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE ARCHITECT AND/OR ENGINEER.

4. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL UTILITIES AND ADJACENT PROPERTIES AT ALL TIMES.

STANDARD CIVIL NOTES:

1. ALL DIMENSIONS SHALL BE IN FEET AND INCHES, UNLESS OTHERWISE SPECIFIED.

2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL, STATE, AND FEDERAL AUTHORITIES.

3. ALL MATERIALS AND WORKMANSHIP SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE ARCHITECT AND/OR ENGINEER.

4. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL UTILITIES AND ADJACENT PROPERTIES AT ALL TIMES.

MASONRY

1. ALL MASONRY SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE SPECIFICATIONS AND STANDARDS OF THE MASONRY SOCIETY OF AMERICA.

2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL, STATE, AND FEDERAL AUTHORITIES.

3. ALL MATERIALS AND WORKMANSHIP SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE ARCHITECT AND/OR ENGINEER.

4. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL UTILITIES AND ADJACENT PROPERTIES AT ALL TIMES.

PAINTING

1. ALL PAINTING SHALL BE DONE IN ACCORDANCE WITH THE SPECIFICATIONS AND STANDARDS OF THE PAINTING SOCIETY OF AMERICA.

2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL, STATE, AND FEDERAL AUTHORITIES.

3. ALL MATERIALS AND WORKMANSHIP SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE ARCHITECT AND/OR ENGINEER.

4. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL UTILITIES AND ADJACENT PROPERTIES AT ALL TIMES.

CLIENT

verizon wireless  
198 W. GEMINI DR.  
TEMPE, AZ 85283

REAL ESTATE SIGNATURE  
PLANS PREPARED BY  
j design corp

ARCHITECTS JOB NO  
YDC-0042

PHO\_MICHIGAN  
5300 N. UNION HILLS DRIVE  
GLENDALE, ARIZONA, 85308

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126 W. GEMINI DR.  
TEMPE, AZ 85283

DATE: \_\_\_\_\_  
INTERNAL REVIEW: \_\_\_\_\_  
CONSTRUCTION SIGNATURE: \_\_\_\_\_  
RF SIGNATURE: \_\_\_\_\_  
DATE: \_\_\_\_\_

**young design corp**  
project management  
1048 E. 1st Lane, Scottsdale, AZ 85254  
P: 480 491 8800 Fax: 480 491 8838  
central@ydc.com  
www.youngdesigncorp.com



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NO DATE BY PROJECT/DATE/ISSUE

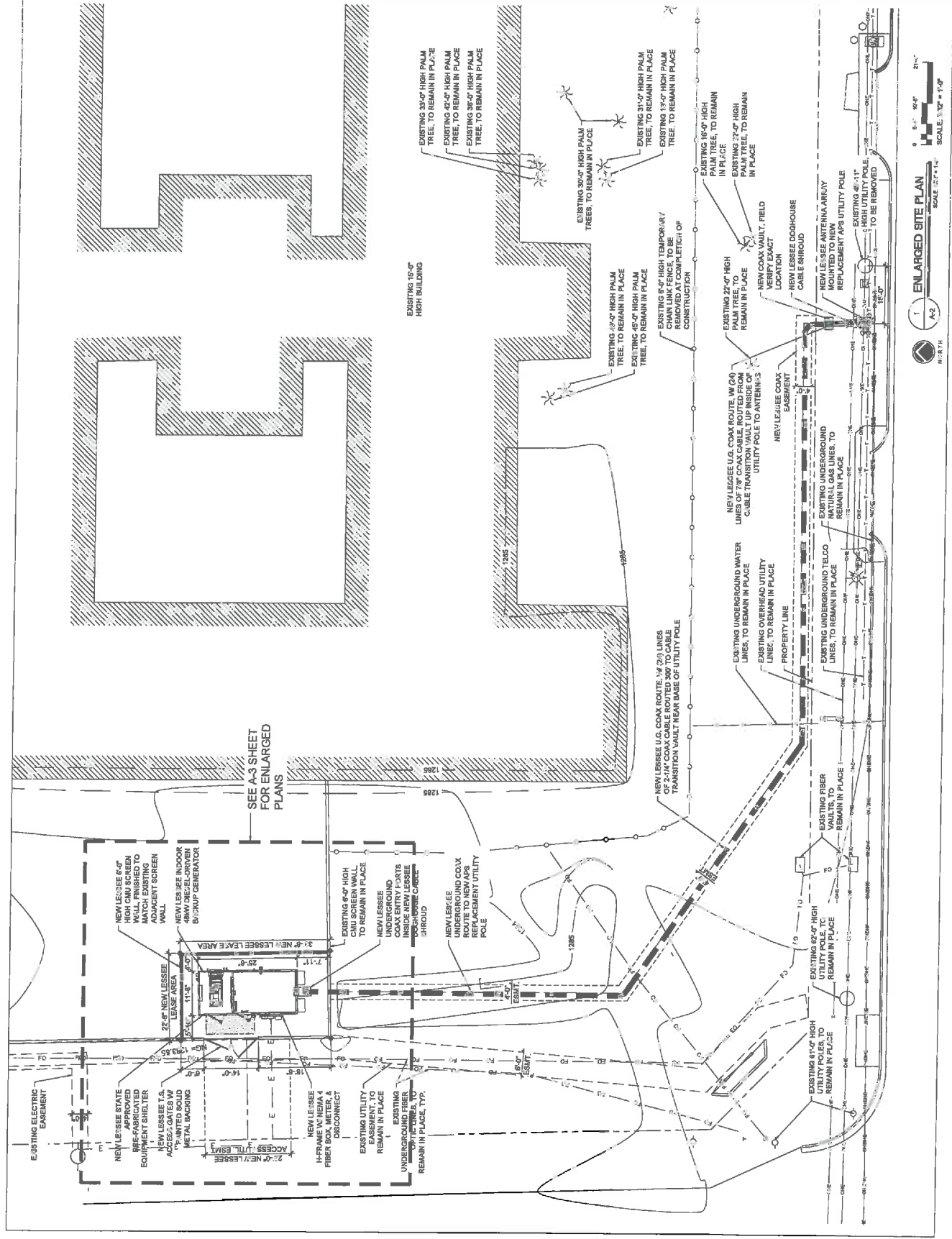
1	3/4/2013	YDC/3/13/11	SUBMITTAL
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ARCHITECTS JOB NO: YDC-6042  
PROJECT INFORMATION:  
**PHO\_MICHIGAN**  
5300 W. LINCOLN HILLS DRIVE  
GLENDALE, ARIZONA, 85301


SHEET TITLE:  
**ENLARGED SITE PLAN**

JURISDICTION APPROVAL: \_\_\_\_\_

SHEET NUMBER: **A-2**




1 A-2  
**ENLARGED SITE PLAN**  
SCALE: 1/8" = 1'-0"



**verizon wireless**  
126 W. GEMINI DR.  
TEMPE, AZ 85283

INTERNAL REVIEW: \_\_\_\_\_ DATE: \_\_\_\_\_  
CONSTRUCTION SIGNATURE: \_\_\_\_\_  
SITE SIGNATURE: \_\_\_\_\_  
FACILITY SIGNATURE: \_\_\_\_\_  
FINAL PLANS PREPARED BY: \_\_\_\_\_

**young design corp**  
architects / engineers  
10248 E. 1/2 Loop, Scottsdale, AZ 85263  
ph: 480-351-8000 fax: 480-451-8008  
e-mail: contact@ydc.com



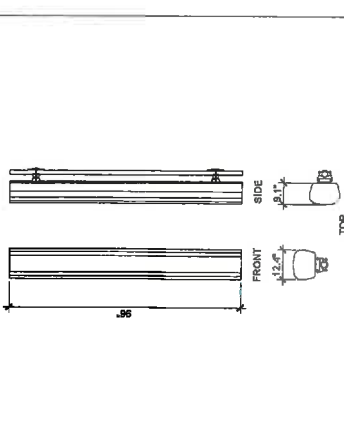
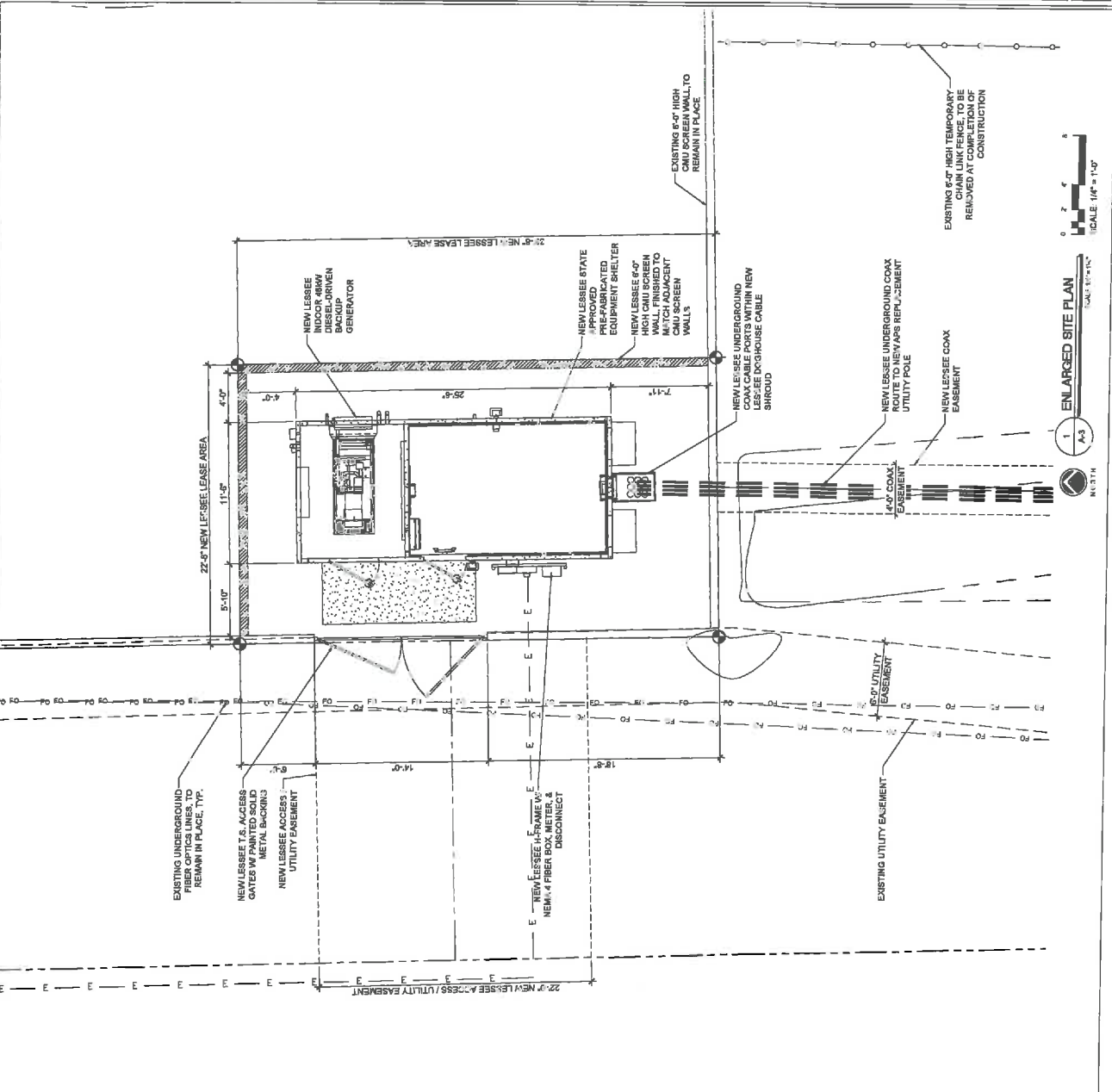
A. WALD C. YOUNG  
STATE OF ARIZONA  
REGISTERED PROFESSIONAL ENGINEER  
NO. 12345  
EXPIRES 12/31/2010

PROJECT INFORMATION: PHO\_MICHIGAN  
5800 N. UNION HILLS DRIVE  
GLENDALE, ARIZONA, 85301

ARCHITECTS JOB NO: YDC-6042

DATE: 5/9/2010

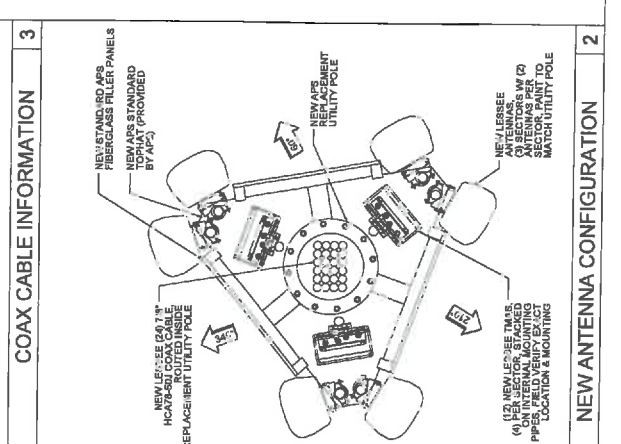
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**COAXIAL CABLE TABLE**

SECTOR	AZIMUTH	PENETRATION QTY.	SIZE	TYPE
ALPHA	80°	8	3/4"	RPS TCKA12-250
BETA	210°	8	3/4"	RPS TCKA12-250
GAMMA	340°	8	3/4"	RPS TCKA12-250

NOTE:  
ALL AZIMUTHS SHOWN ARE RELATIVE TO TRUE NORTH.  
UNLESS NOTED OTHERWISE.  
IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO VERIFY AZIMUTHS DICTATED HEREIN WITH RF DEPARTMENT PRIOR TO INSTALLING ANTENNAS.



**NEW ANTENNA CONFIGURATION**

SHEET TITLE: ENLARGED LEASE AREA PLAN & SITE DETAILS  
JURISDICTION: APPROVAL

CLIENT: PHO\_MICHIGAN

PROJECT INFORMATION: PHO\_MICHIGAN

ARCHITECTS JOB NO: YDC-6042

DATE: 5/9/2010

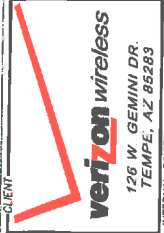
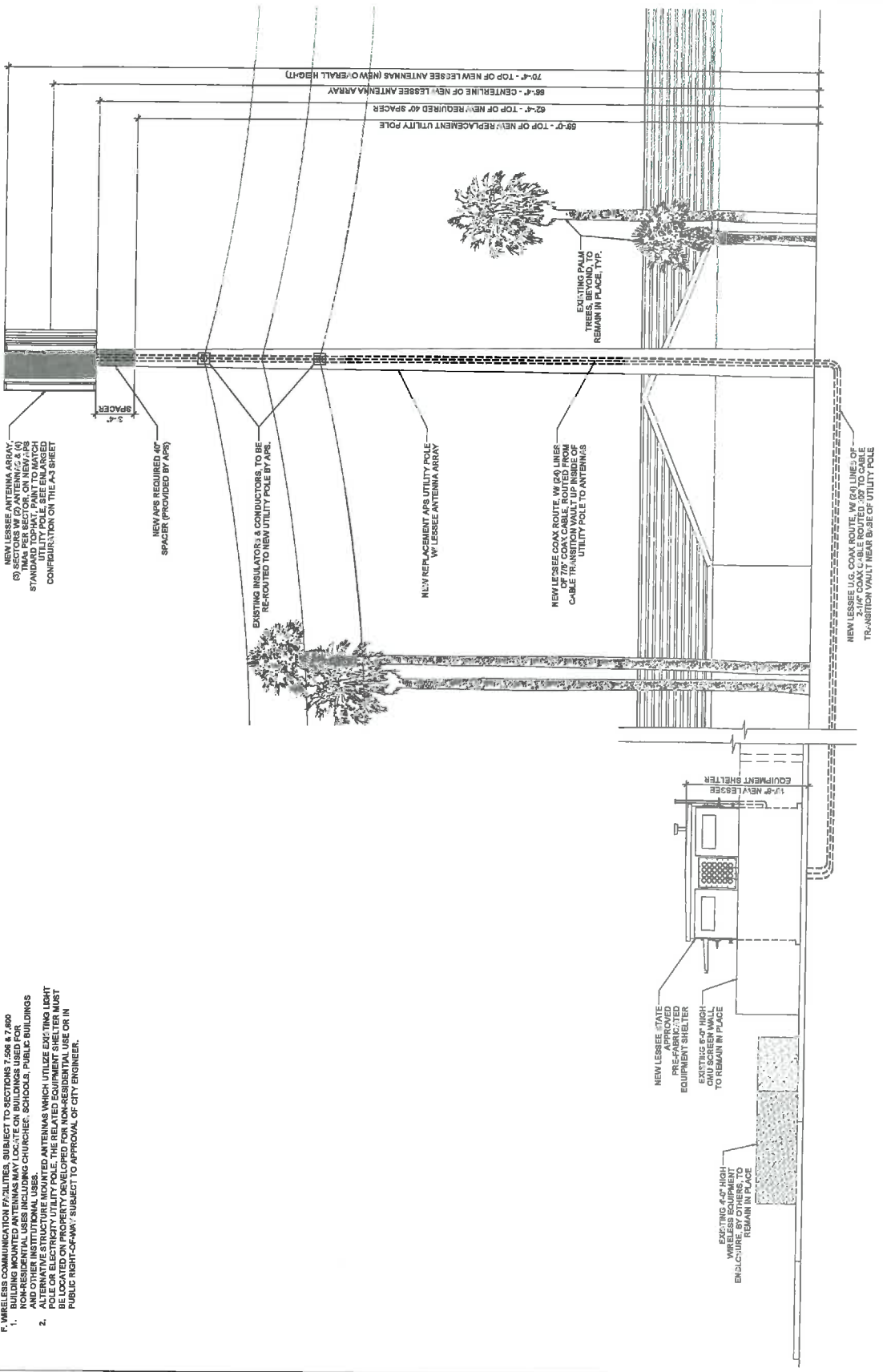
DESCRIPTION: SUBMITTAL

SCALE: 1/8" = 1'-0"

SHEET NUMBER: A-3



SECTION 5.200 SUBURBAN RESIDENTIAL:  
 SR-30, SR-47, SR-42 - SUBURBAN RESIDENCE,  
 5-200 USES: SUBJECT TO CONDITIONS  
 F. IN BUILDING MOUNTAIN FACILITIES, SUBJECT TO SECTIONS 7.506 & 7.600  
 1. NON-RESIDENTIAL USES INCLUDING CHURCHES, SCHOOLS, PUBLIC BUILDINGS  
 AND OTHER INSTITUTIONAL USES.  
 2. MOUNTED ANTENNAS WHICH UTILIZE EXISTING LIGHT  
 POLE OR ELECTRIC UTILITY POLE MUST BE LOCATED ON PROPERTY DEVELOPED FOR NON-RESIDENTIAL USE OR IN  
 PUBLIC RIGHT-OF-WAY. SUBJECT TO APPROVAL OF CITY ENGINEER.



INTERNAL REVIEW:	DATE:
CONSTRUCTION SIGNATURE:	
RF SIGNATURE:	
FACILITIES SIGNATURE:	
BEN LESSEE SIGNATURE:	
PLANS PREPARED BY:	

**young design corp**  
 architecture / project management  
 11745 E. Via Linda, Suite 400, AZ 85258  
 ph: 480 451 8009 fax: 480 451 9008  
 contact@youngdesign.com

**SEAL**  
 This drawing is the property of Young Design Corp. It is to be used only for the project and site identified herein. No reproduction or use of this drawing without written permission by Young Design Corporation.



NO.	DATE	DESCRIPTION
1	9/9/2015	submittal

ARCHITECT'S JOB NO: YDC-6042  
 PROJECT INFORMATION

**PHO\_MICHIGAN**  
 5100 W LINDEN HILLS DRIVE  
 GLENDALE, ARIZONA, 85308

SHEET TITLE: ELEVATION

JURISDICTION: APPROVAL

SHEET NUMBER: A-4



**verizon wireless**  
126 W. GEMINI DR.  
TEMPE, AZ 85283

DATE \_\_\_\_\_  
INTERNAL REVIEW \_\_\_\_\_  
CONSTRUCTION SIGNATURE \_\_\_\_\_  
RF SIGNATURE \_\_\_\_\_  
FACILITIES SIGNATURE \_\_\_\_\_  
REAL ESTATE SIGNATURE \_\_\_\_\_  
PLANS PREPARED BY \_\_\_\_\_

**young design corp**  
architecture / project management  
10249 E. Via Linda, Suite 200, Scottsdale, AZ 85258  
ph: 480 451 8808 fax: 480 451 8808  
www.youngdesign.com  
corporal@youngdesign.com



NO	DATE	DESCRIPTION
1	5/17/2013	SUBMITTAL

ARCHITECT'S JOB NO. YDC-6042  
PROJECT INFORMATION

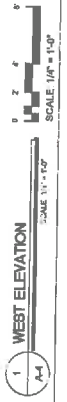
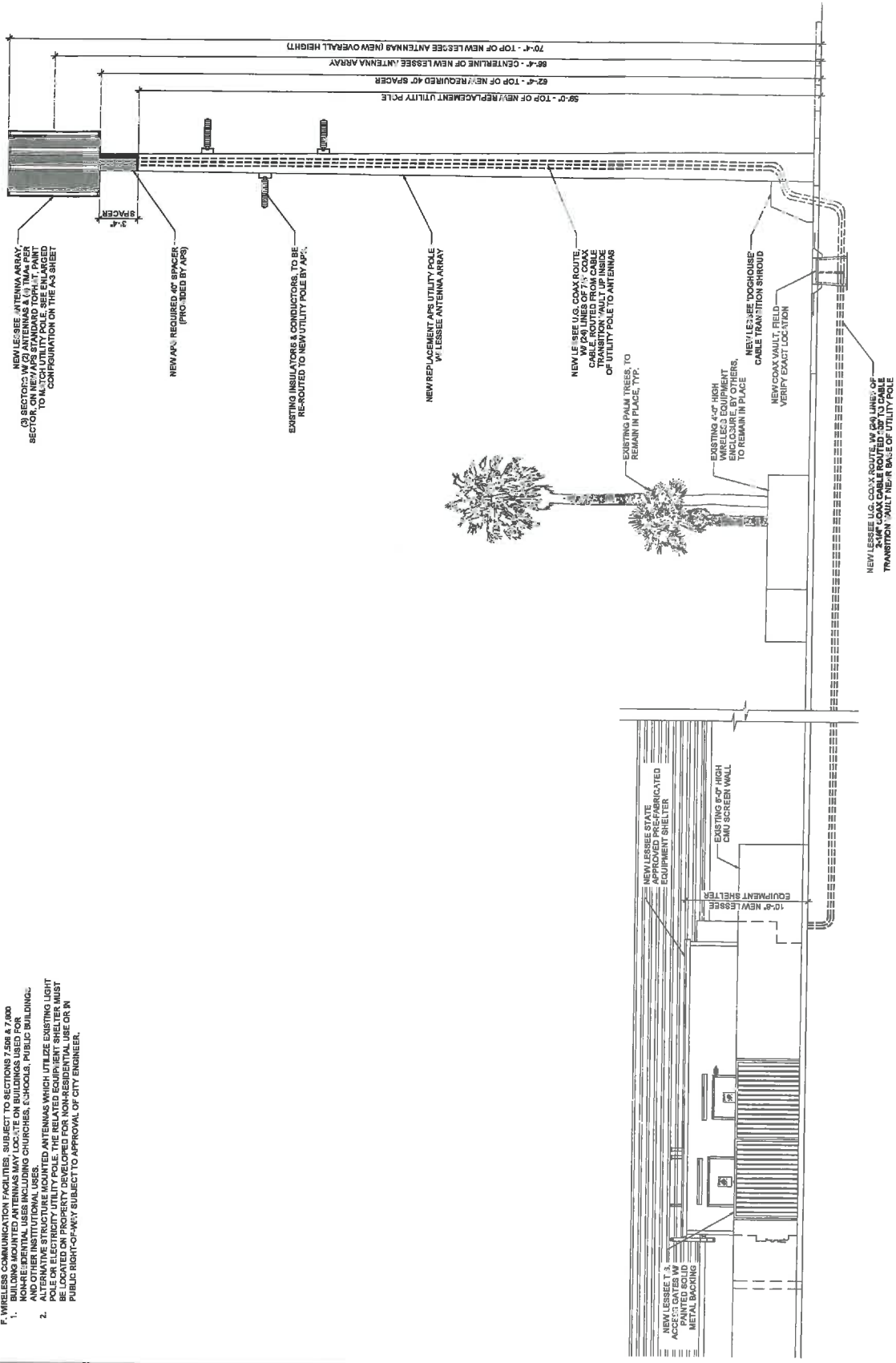
**PHO\_MICHIGAN**  
5300 W. UNION HILLS DRIVE  
GLENDALE, ARIZONA, 85308

SHEET TITLE  
**ELEVATION**




JURISDICTION APPROVAL \_\_\_\_\_

SHEET NUMBER  
**A-5**

SECTION 5.200 SUBURBAN RESIDENTIAL  
SR-30, SR-17, SR-12 - SUBURBAN RESIDENCE,  
5200 USES SUBJECT TO CONDITION:  
1. COMMERCIAL OFFICE FACILITIES, SUBJECT TO SECTIONS 7.506 & 7.600  
BUILDING MOUNTAIN USES INCLUDING CHURCHES, SCHOOLS, PUBLIC BUILDING,  
AND OTHER INSTITUTIONAL USES.  
2. NON-RESIDENTIAL MOUNTED ANTENNAS WHICH UTILIZE EXISTING LIGHT  
POLE OR LIVE STRUCTURE MOUNTED ANTENNAS. THE LIGHT SHEETER MUST  
BE LOCATED ON PROPERTY DEVELOPED FOR NON-RESIDENTIAL USE IN A  
PUBLIC RIGHT-OF-WAY SUBJECT TO APPROVAL OF CITY ENGINEER.



1 WEST ELEVATION  
SCALE 1/4\"/>

 <p><b>verizon wireless</b> 126 W. GEMINI DR. TEMPE, AZ 85283</p>	CLIENT
	DATE
CONSTRUCTION SIGNATURE	DATE
RF SIGNATURE	
FACILITIES SIGNATURE	
REAL ESTATE SIGNATURE	
 <p><b>ay design corp</b> 10245 E. 196 LINDA, SCOTTSDALE, AZ 85258 PH. 480.431.8888 FAX. 480.431.8608 CORPORATE@aydesign.com</p>	 <p>THE ENGINEER CERTIFIES IN CONNECTION WITH THIS PROJECT THAT HE OR SHE IS A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF ARIZONA AND IS NOT PROVIDING ENGINEERING SERVICES TO ANY OTHER PARTY WITHOUT THE WRITTEN CONSENT OF HIS OR HER EMPLOYER.</p>
<p>This drawing is copyrighted and the property of ay design corp. It is to be used only for the project and site identified on the drawing. It is not to be reproduced, stored in a retrieval system, or transmitted in any form or by any means, electronic, mechanical, photocopying, recording, or by any information storage and retrieval system, without the prior written permission of ay design corp.</p>	<p>1 3/9/2015 SUBMITTAL</p>
ARCHITECT: YJC NO. YDC-8042	PROJECT INFORMATION
PHO_MICHIGAN	
5330W LINCOLN HILLS DRIVE GLENNDALE, ARIZONA, 85308	
SHEET TITLE	
SITE DETAILS	
JURISDICTION: APPROVAL	
SHEET NUMBER	
A-6	



**NOT USED**

NOTE: ANY WALL LENGTH GREATER THAN 24'-0" AND LESS THAN 48'-0" SHALL HAVE A CONTROL JOINT AT ITS MID-POINT. CONTROL JOINTS SHALL BE SPACED AT NO MORE THAN 5'-0" O.C.

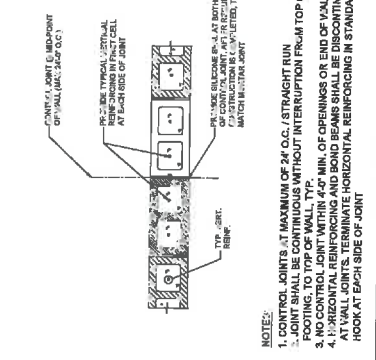


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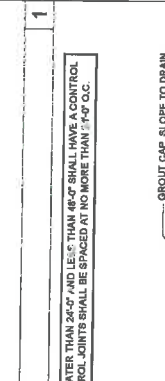
NOTE: 36" WIDE, 18" HIGH SIGN WITH 1/2" HIGH BY 1/2" HIGH ID. ROD ON WHITE BACKGROUND.



**NOT USED**



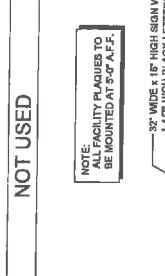
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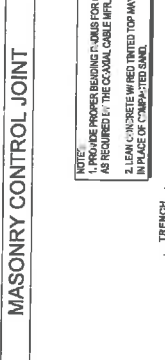
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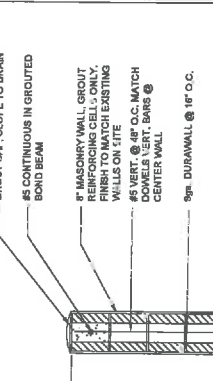
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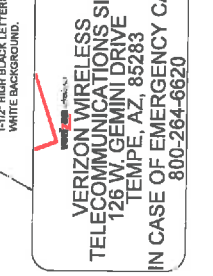
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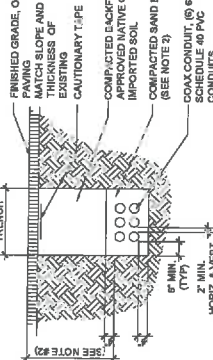
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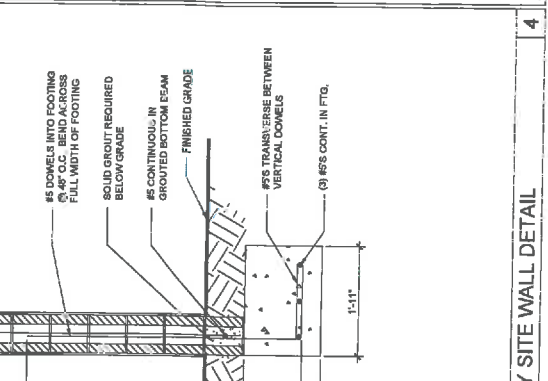
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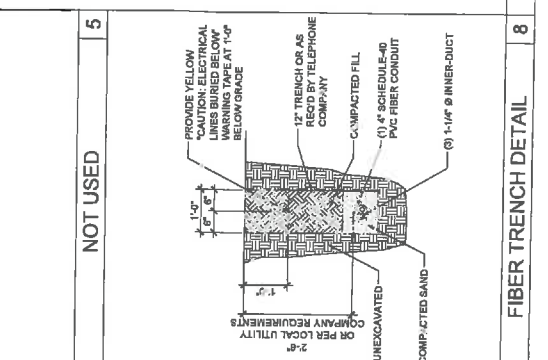
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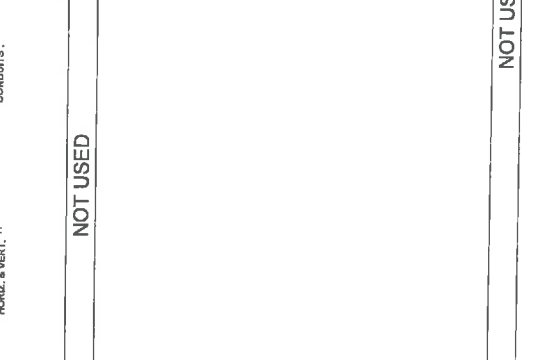
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**NOT USED**



**NOT USED**



**NOT USED**



**NOT USED**



**NOT USED**



**NOT USED**



**NOT USED**

CLIENT  
**verizon wireless**  
 128 W GEMINI DR.  
 TEMPE, AZ 85283

DATE: \_\_\_\_\_  
 INTERNAL REVIEW: \_\_\_\_\_  
 CONSTRUCTION SIGNATURE: \_\_\_\_\_  
 RF SIGNATURE: \_\_\_\_\_  
 FACILITY SIGNATURE: \_\_\_\_\_  
 REAL ESTATE SIGNATURE: \_\_\_\_\_  
 PLANS PREPARED BY:

**young design corp**  
 1048 E. Van Lunde, Tempe, AZ 85283  
 PR 480 491 8008 fax 480 491 8638  
 e mail: corp@youngdesign.com

**NOTE:**  
 The drawings are complete and the property is being offered for sale. The drawings are not to be used for any other purpose. The drawings are not to be used for any other purpose. The drawings are not to be used for any other purpose.

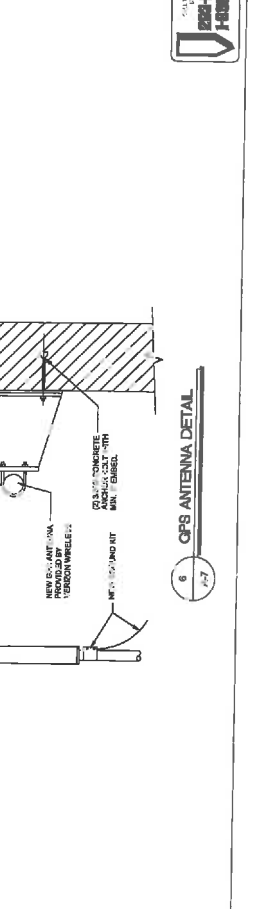
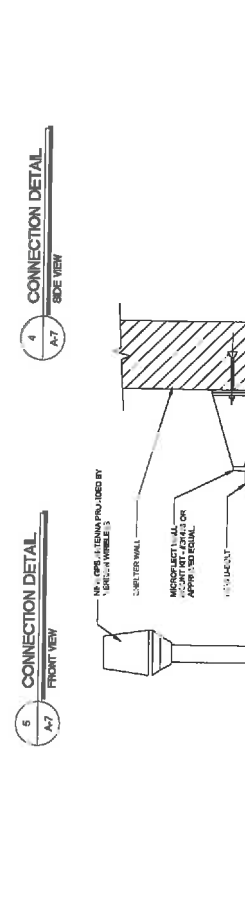
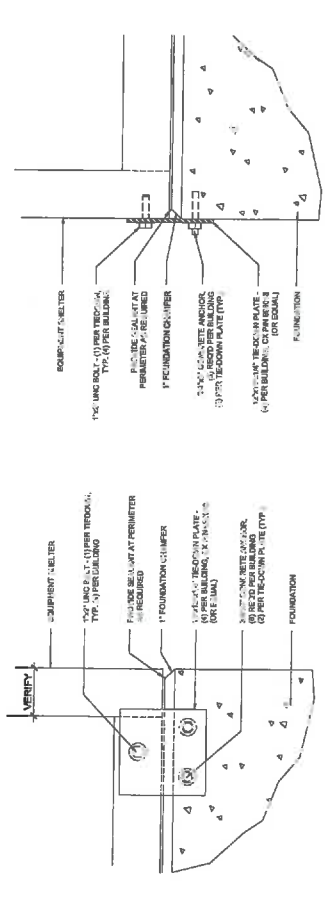
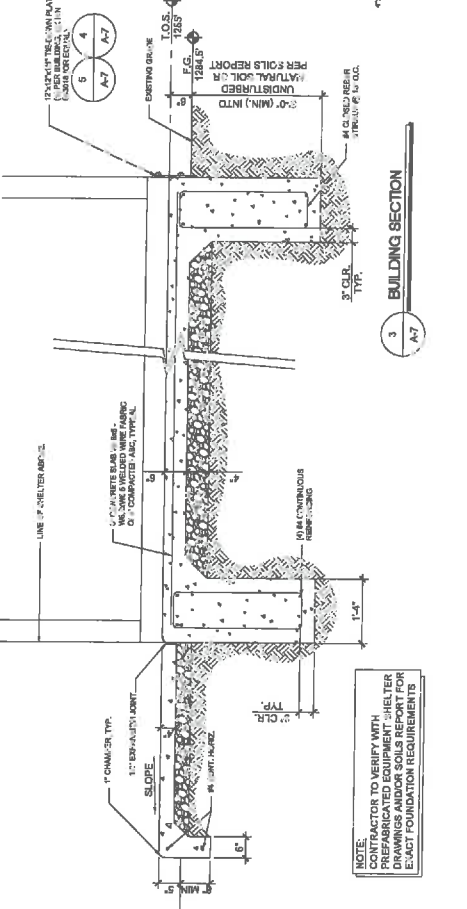
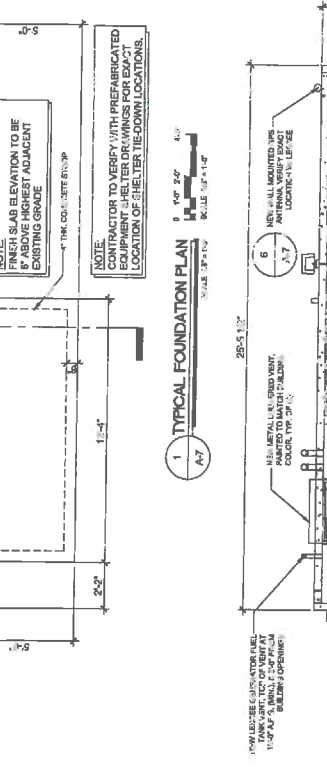
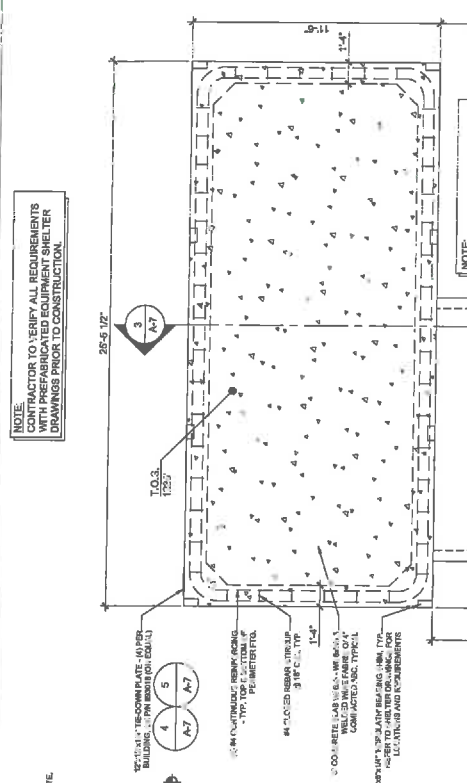
NO.	DATE	DESCRIPTION	SUBMITTAL
1	5/6/2015	PRELIMINARY SHEET DATED	

ARCHITECTS JOB NO. YDC-8042  
 PROJECT INFORMATION

PHO\_MICHIGAN  
 8300 W. UNION HILLS DRIVE  
 GLENDALE, ARIZONA 85308

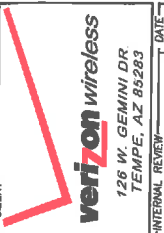
SHEET TITLE  
 SHELTER DETAILS

JURISDICTION APPROVAL  
 SHEET NUMBER  
**A-7**





CUSTOMER



126 W. GEMINI DR  
TEMPE, AZ 85283

DATE

INTERNAL REVIEW

CONSTRUCTION SIGNATURE

RF SIGNATURE

FACILITIES SIGNATURE

REAL ESTATE SIGNATURE

PLANS PREPARED BY

VAN BOERUM & FRANK CONSULTANTS, INC.  
ARCHITECTS ENGINEERS  
11111 North 24th Street, Suite 1000  
Phoenix, AZ 85016  
Tel: 602.954.1111 Fax: 602.954.1112  
VBP Project Number: 19491\_P1

SEAL



NO.	DATE	DESCRIPTION	SUBMITTALS
1	6/9/2011		

ARCHITECTS JOB NO. YDC-06042  
PROJECT INFORMATION

PHO\_MICHIGAN

5330 W. LINCOLN HILLS DRIVE  
GLENDALE, ARIZONA 85308

SHEET TITLE  
POWER PLAN

JURISDICTION APPROVAL

SHEET NUMBER  
E-2

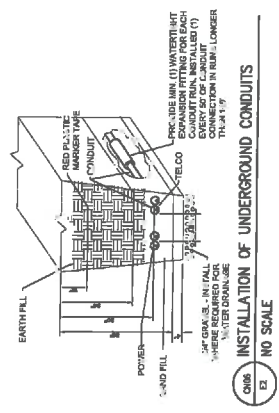
KEYED NOTES

1. EXISTING TO UTILITY PULL WITH 48" BURN TRANSFORMER TO REMAIN IN PLACE (POWER SERVICE)
2. PROVIDE NEW 2-1/2" UNDERGROUND CONDUIT WITH 3" RADIUS AND 18" MINIMUM OF COVER FROM ANY POWER POLE TO NEW SERVICE POINT. PROVIDE 18" MINIMUM COVER FROM TRAFFIC TO NEW PULL BOXES AS REQUIRED.
3. NEW 500 MCM, 125/0, 1 PHASE, 3 WIRE, 3 POLE WITH GROUND. PROVIDE 18" MINIMUM COVER FROM ANY POWER POLE TO NEW SERVICE POINT. PROVIDE 18" MINIMUM COVER FROM TRAFFIC TO NEW PULL BOXES AS REQUIRED.
4. PROVIDE NEW 2-1/2" UNDERGROUND CONDUIT WITH 3" RADIUS AND 18" MINIMUM OF COVER FROM ANY POWER POLE TO NEW SERVICE POINT. PROVIDE 18" MINIMUM COVER FROM TRAFFIC TO NEW PULL BOXES AS REQUIRED.
5. PROVIDE NEW 2-1/2" UNDERGROUND CONDUIT WITH 3" RADIUS AND 18" MINIMUM OF COVER FROM ANY POWER POLE TO NEW SERVICE POINT. PROVIDE 18" MINIMUM COVER FROM TRAFFIC TO NEW PULL BOXES AS REQUIRED.
6. NEW 1/2" UNDERGROUND CONDUIT WITH 3" RADIUS AND 18" MINIMUM OF COVER FROM ANY POWER POLE TO NEW SERVICE POINT. PROVIDE 18" MINIMUM COVER FROM TRAFFIC TO NEW PULL BOXES AS REQUIRED.
7. PROVIDE NEW 2-1/2" UNDERGROUND CONDUIT WITH 3" RADIUS AND 18" MINIMUM OF COVER FROM ANY POWER POLE TO NEW SERVICE POINT. PROVIDE 18" MINIMUM COVER FROM TRAFFIC TO NEW PULL BOXES AS REQUIRED.
8. PROVIDE NEW 2-1/2" UNDERGROUND CONDUIT WITH 3" RADIUS AND 18" MINIMUM OF COVER FROM ANY POWER POLE TO NEW SERVICE POINT. PROVIDE 18" MINIMUM COVER FROM TRAFFIC TO NEW PULL BOXES AS REQUIRED.
9. PROVIDE NEW 2-1/2" UNDERGROUND CONDUIT WITH 3" RADIUS AND 18" MINIMUM OF COVER FROM ANY POWER POLE TO NEW SERVICE POINT. PROVIDE 18" MINIMUM COVER FROM TRAFFIC TO NEW PULL BOXES AS REQUIRED.
10. PROVIDE NEW 2-1/2" UNDERGROUND CONDUIT WITH 3" RADIUS AND 18" MINIMUM OF COVER FROM ANY POWER POLE TO NEW SERVICE POINT. PROVIDE 18" MINIMUM COVER FROM TRAFFIC TO NEW PULL BOXES AS REQUIRED.
11. NEW 1/2" UNDERGROUND CONDUIT WITH 3" RADIUS AND 18" MINIMUM OF COVER FROM ANY POWER POLE TO NEW SERVICE POINT. PROVIDE 18" MINIMUM COVER FROM TRAFFIC TO NEW PULL BOXES AS REQUIRED.
12. PROVIDE NEW 2-1/2" UNDERGROUND CONDUIT WITH 3" RADIUS AND 18" MINIMUM OF COVER FROM ANY POWER POLE TO NEW SERVICE POINT. PROVIDE 18" MINIMUM COVER FROM TRAFFIC TO NEW PULL BOXES AS REQUIRED.
13. EXISTING CONDUIT SHALL TO REMAIN IN PLACE.
14. NEW 1/2" UNDERGROUND CONDUIT WITH 3" RADIUS AND 18" MINIMUM OF COVER FROM ANY POWER POLE TO NEW SERVICE POINT. PROVIDE 18" MINIMUM COVER FROM TRAFFIC TO NEW PULL BOXES AS REQUIRED.
15. EXISTING CONDUIT SHALL TO REMAIN IN PLACE.
16. EXISTING CONDUIT SHALL TO REMAIN IN PLACE.
17. EXISTING CONDUIT SHALL TO REMAIN IN PLACE.
18. EXISTING CONDUIT SHALL TO REMAIN IN PLACE.
19. PROVIDE NEW 2-1/2" UNDERGROUND CONDUIT WITH 3" RADIUS AND 18" MINIMUM OF COVER FROM ANY POWER POLE TO NEW SERVICE POINT. PROVIDE 18" MINIMUM COVER FROM TRAFFIC TO NEW PULL BOXES AS REQUIRED.
20. PROVIDE NEW 2-1/2" UNDERGROUND CONDUIT WITH 3" RADIUS AND 18" MINIMUM OF COVER FROM ANY POWER POLE TO NEW SERVICE POINT. PROVIDE 18" MINIMUM COVER FROM TRAFFIC TO NEW PULL BOXES AS REQUIRED.
21. PROVIDE NEW 2-1/2" UNDERGROUND CONDUIT WITH 3" RADIUS AND 18" MINIMUM OF COVER FROM ANY POWER POLE TO NEW SERVICE POINT. PROVIDE 18" MINIMUM COVER FROM TRAFFIC TO NEW PULL BOXES AS REQUIRED.
22. PROVIDE NEW 2-1/2" UNDERGROUND CONDUIT WITH 3" RADIUS AND 18" MINIMUM OF COVER FROM ANY POWER POLE TO NEW SERVICE POINT. PROVIDE 18" MINIMUM COVER FROM TRAFFIC TO NEW PULL BOXES AS REQUIRED.

GENERAL NOTES

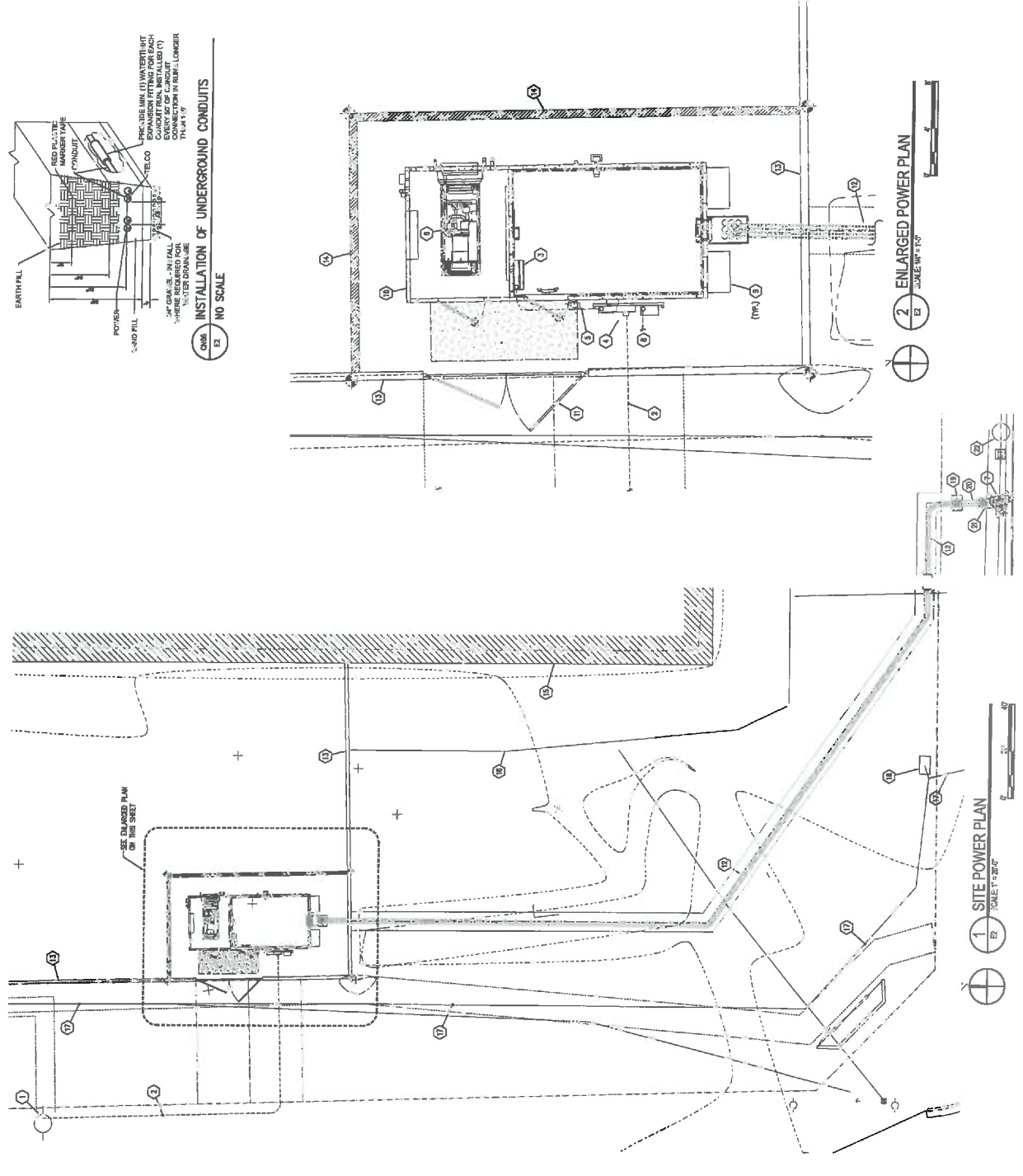
1. ELECTRICAL CONTRACTOR TO COORDINATE WITH MECHANICAL CONTRACTOR FOR ALL EXISTING CONDUITS, TRAYS AND SERVICES AS REQUIRED.
2. ELECTRICAL CONTRACTOR TO FIELD VERIFY ALL EXISTING CONDUITS, TRAYS AND SERVICES AS REQUIRED.
3. PROVIDE A BLUE STONE JACO PRIOR TO BEGINNING WORK.
4. BLUE STONE JACO PRIOR TO BEGINNING WORK.

PHONE CALL: 602.954.1111  
 FAX: 602.954.1112  
 WEBSITE: www.vbfr.com  
 PROJECT: PHO\_MICHIGAN  
 SHEET: E-2  
 DATE: 6/9/2011



INSTALLATION OF UNDERGROUND CONDUITS

NO SCALE



1 SITE POWER PLAN  
SCALE: 1/8"=1'-0"

2 ENLARGED POWER PLAN  
SCALE: 1/4"=1'-0"

SEMI-DRAWING IS UTILITY COMPANY REPRESENTATIVE AS  
 REQUIRED PRE-CONSTRUCTION REQUIREMENTS



**STANDARDIZED FEES FOR DISTRIBUTED ANTENNA SYSTEM (SMALL CELL) LICENSE  
AGREEMENTS**

Category 1-DAS with antenna(s) mounted on an existing vertical element or pole.			
Cubic feet/ground equipment	Antenna base fee	Equipment base fee	Total annual fee
1-50	Included	Included	\$3,368
51-200	\$3,368	\$6,271	\$9,639
201-300	\$3,368	\$9,390	\$12,758
301-400	\$3,368	\$12,493	\$15,861
401 or more	\$3,368	\$15,649	\$19,017
Category 2-DAS with antenna(s) mounted on a new vertical element that is stealth or utilizes alternate concealment when existing vertical elements are not available.			
Cubic feet/ground equipment	Antenna base fee	Equipment base fee	Total annual fee
1-50	Included	Included	\$3,564
51-200	\$3,564	\$6,271	\$9,835
201-300	\$3,564	\$9,390	\$12,954
301-400	\$3,564	\$12,493	\$16,057
401 or more	\$3,564	\$15,649	\$19,213
Category 3-DAS with antenna(s) mounted on a new vertical element that is not stealth or concealed in appearance.			
Cubic feet/ground equipment	Antenna base fee	Equipment base fee	Total annual fee
1-50	Included	Included	\$4,810
51-200	\$4,810	\$6,271	\$11,081
201-300	\$4,810	\$9,390	\$14,200
301-400	\$4,810	\$12,493	\$17,303
401 or more	\$4,810	\$15,649	\$20,459



STANDARDIZED FEES FOR WIRELESS COMMUNICATION SITE LICENSE AGREEMENTS

CATEGORY	DESCRIPTION	FEE RANGE
A	Utility company owned transmission poles (i.e. SRP, APS) within public right-of-way and require minimal space for additional facilities or enclosures. There are currently twelve sites within this category.	\$10,000-\$15,000
B	City owned traffic signal poles within public right-of-way and require minimal space for additional facilities or enclosures. There are currently two sites within this category.	\$13,000-\$18,000
C	City parks; wireless facilities are placed on existing field light poles, mono poles, or mono palm trees. Additional space required for equipment and enclosures. There are currently three sites within this category.	\$35,000-\$40,000
D	Other City owned property; wireless facilities are placed on existing flag poles, mono poles, or mono palm trees. Additional space required for equipment and enclosures. There are currently three sites within this category.	\$25,000-\$35,000



## Legislation Description

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**File #:** 15-601, **Version:** 1

---

**AUTHORIZATION OF LICENSE AGREEMENT WITH VERIZON WIRELESS (VAW), LLC, FOR THE INSTALLATION OF A CELL TOWER ANTENNA ON AN ARIZONA PUBLIC SERVICE COMPANY TRANSMISSION POLE WITHIN CITY RIGHT-OF-WAY AT 5330 WEST UNION HILLS DRIVE**

Staff Contact: Jack Friedline, Director, Public Works

### **Purpose and Recommended Action**

This is a request for the City Council to waive reading beyond the title and adopt a resolution authorizing the Acting City Manager to execute a license agreement between the City of Glendale and Verizon Wireless (VAW), L.L.C., dba Verizon Wireless, for the installation of cell tower antenna on an Arizona Public Service Company transmission pole located within City right-of-way.

### **Background**

Verizon Wireless contacted the city to request permission to expand its existing network facilities in Glendale. This license will allow Verizon Wireless to install a cell tower antenna on an Arizona Public Service transmission pole located at 5330 West Union Hills within City right-of-way. Verizon Wireless's infrastructure investment in the West Valley allows them to meet their current and future clients' connection needs and the growing demand for cellular service.

Staff has developed guidelines to standardize the fees charged for wireless cell site license agreements moving forward as shown in the attached document. These guidelines will be followed in negotiating new licenses and renewing licenses as they expire. The fees are consistent for each site and are based upon industry standard, geographical location and comparable rates being charged to competitive wireless carriers by other local municipalities such as Phoenix, Tempe and Scottsdale.

### **Analysis**

- There will be additional construction needed as a result of this action.
- There are no costs incurred by the City as a result of this action.
- This new license agreement falls within Category A of the guidelines and will be charged accordingly.
- This license agreement is for a 10-year term, with a bilateral option to extend the license agreement for an additional three, five-year extension periods.

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

Verizon Wireless's infrastructure investment in Glendale allows Verizon to meet the cellular service needs of Glendale residents.

**Budget and Financial Impacts**

The revenue generated from this agreement during the first 10-years of the associated license, including the 3% annual increase is projected at \$200,000. All revenue shall be deposited into the General Fund.

RESOLUTION NO. 5016 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE CITY MANAGER TO EXECUTE A LICENSE AGREEMENT FOR A WIRELESS COMMUNICATIONS SITE IN CITY OF GLENDALE RIGHT-OF-WAY LOCATED AT 5330 WEST UNION HILLS DRIVE IN GLENDALE, ARIZONA WITH VERIZON WIRELESS.

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

SECTION 1. That the City Manager or his designee is hereby authorized to execute and deliver a License Agreement for a Wireless Communications Site in Glendale Right-of-Way located at 5330 West Union Hills Drive in Glendale, Arizona with Verizon Wireless. Said license agreement is on file with the City Clerk.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this \_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
MAYOR

ATTEST:

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

APPROVED AS TO FORM:

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

REVIEWED BY:

\_\_\_\_\_  
Acting City Manager

RESOLUTION NO. 5017 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF AN INTERGOVERNMENTAL AGREEMENT AND CONTRACT FOR LEGAL SERVICES WITH THE CITIES OF AVONDALE, CHANDLER, AND SCOTTSDALE RELATING TO JOINT LEGAL REPRESENTATION IN THE SETTLEMENT EFFORTS RELATING TO WATER RIGHTS CLAIMS BY THE WHITE MOUNTAIN APACHE TRIBE.

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

SECTION 1. That it is deemed in the best interest of the City of Glendale and the citizens thereof that an Intergovernmental Agreement and Contract for Legal Services with the cities of Avondale, Chandler and Scottsdale relating to joint legal representation in the settlement efforts relating to the water rights claims by the White Mountain Apache Tribe be entered into, which agreement and contract are now on file in the office of the City Clerk of the City of Glendale.

SECTION 2. That the City Manager or designee and the City Clerk be authorized and directed to execute and deliver any and all necessary documents on behalf of the City of Glendale.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this \_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
MAYOR

ATTEST:

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

APPROVED AS TO FORM:

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

REVIEWED BY:

\_\_\_\_\_  
Acting City Manager

## CONTRACT FOR LEGAL SERVICES

This Contract for Legal Services (“Contract”) is made to be effective this 1<sup>st</sup> day of July, 2015 (the “Effective Date”), by, between and among the Cities of Avondale, Chandler, Glendale, and Scottsdale, municipal corporations, hereafter collectively referred to as the “Cities,” and the law firm of Engelman Berger, P.C., hereinafter referred to as “Counsel”.

NOW, THEREFORE, for and in consideration of the financial accommodations and other terms and conditions of this Contract, the parties hereto agree as follows:

1. Scope of Services. Counsel agrees to represent the Cities in settlement activities relating to the water rights claims of the White Mountain Apache Tribe and the settlement of such possible claims (“Settlement Activities”). This representation shall be in accordance with the terms and conditions of this Contract and direction provided by attorneys employed by the Cities (“City Attorneys”).

- 1.1. Counsel agrees to perform services specified in this Contract. Counsel shall not be required to perform additional services under this Contract and may terminate this Contract if the amount of services and costs has reached the maximum limit as provided in Section 3 of this Contract and no mutually satisfactory arrangements have been made to increase that limit.
- 1.2. Counsel agrees to represent the Cities in Settlement Activities. For purposes of this Contract, “Settlement Activities” shall mean any of the following:
  - 1.2.1. A settlement conference conducted by the court, special master, mediator, arbitrator, or other designated persons;
  - 1.2.2. A meeting in which some or all of the parties to the Gila River General Stream Adjudication are invited to discuss settlement of the White Mountain Apache Tribe Claims;
  - 1.2.3. A document distributed to some or all of the parties to the Gila River General Stream Adjudication that sets out principles or specific provisions addressing settlement of any litigation related to or settlement of the White Mountain Apache Tribe’s water rights;
  - 1.2.4. Any proceedings or activities that relate to the process for court approval or enactment of federal or state legislation relating to the settlement of the White Mountain Apache Tribe water rights claims or allocation of Central Arizona Project water to the Tribe by the Secretary of Interior.
  - 1.2.5. Any activity required that is a condition for one or more of the Cities to receive water that is provided to such Cities under a Settlement Agreement relating to the White Mountain Apache Tribe water rights claims.
  - 1.2.6. Any other activity that relates to possible settlement of the White Mountain Apache Tribe claims if Counsel obtains prior approval to participate in such

activity from each designated City Representative.

- 1.3. Counsel shall meet with appropriate Representatives of the Cities, collectively and individually, as necessary to discuss and evaluate Settlement Activities.
- 1.4. Each City shall provide Counsel information as necessary to assist Counsel in its representation of the Cities in Settlement Activities.
- 1.5. Each City shall designate one Representative for Counsel to keep informed of Settlement Activities. No major decision regarding the resolution of Settlement Activities shall be made without the prior approval of each designated City Representative. All offers of compromise made by any party shall be promptly transmitted to each designated City Representative. Each City will be responsible for obtaining proper authority to accept a compromise or for obtaining authority to enter a counter-offer.

2. Term of Contract. Unless terminated or extended as provided herein, the term of this Contract shall expire on July 1, 2016; provided this Contract may be renewed for additional one (1) year periods upon the approval of the respective City Attorneys.

3. Case Budget; Authorized Expenditures. The Cities agree to pay Counsel for Settlement Activity services rendered pursuant to Subsection 1.2 of this Contract according to the hourly rates and expenses set forth in Exhibit A, with each City paying its allocation pursuant to the percentage divisions identified in Section 4 of this Contract. The total collective costs to the Cities for all attorneys' fees rendered under this Contract, including all expenses of any description, shall not exceed \$80,000.00.

- 3.1. The hourly rates for Counsel shall be inclusive of word processing services, clerical overtime and all other overhead expenses of Counsel which shall not be separately itemized and billed to the City; provided, that the expenses identified in Exhibit "A" shall be separately itemized and billed to the City.
- 3.2. Photocopying charges shall not exceed 15 cents per page.
- 3.3. Any expense to the Cities not expressly authorized in the text or by an exhibit to this Contract may be included in a billing of Counsel only if the expense was reasonably incurred in the performance of services under this Contract and is billed on an actual out-of-pocket cost basis to Counsel.

4. Payment for Services; Billing Format. Counsel shall prepare and distribute to the Cities a monthly billing for services rendered under this Contract.

- 4.1. The monthly billing shall consist of one, aggregate billing for all services furnished to the Cities under this Contract.
- 4.2. Counsel shall indicate clearly on each bill the allocated portion to be paid separately by each City.

4.3. City allocations shall represent a one-fourth percentage division of the total bill. In order to limit total collective costs to no more than \$80,000.00 and also to divide equally the costs among the Cities, each City's percentage of costs was rounded to twenty-five (25) percent. Percentage allocations are as follows:

		<u>%</u>		<u>\$</u>
Avondale	=	25%	=	\$20,000.00
Chandler	=	25%	=	\$20,000.00
Glendale	=	25%	=	\$20,000.00
<u>Scottsdale</u>	=	<u>25%</u>	=	<u>\$20,000.00</u>
Total	=	100%	=	\$80,000.00

4.4. Within thirty (30) days of receipt of each monthly bill, each City shall remit to Counsel its allocated portion of the aggregate monthly billing.

4.5. Monthly billings shall clearly indicate time spent on tasks in increments of tenths of hours and the name or initials of the person(s) performing each task. Words in billing statements such as "analysis," "conference," "research" or "case preparation" shall only be used if supplemented by descriptions of specific topics or issues germane to the Scope of Services.

4.6. All billings of Counsel shall be subject to audit by the Cities. Counsel shall maintain during the term of this Contract, and for two (2) years thereafter, all books, documents, papers, accounting records and other evidence pertaining to time billed and costs incurred on behalf of the Cities pursuant to this Contract and shall make such materials available to the Cities upon request at Counsel's offices during normal business hours. The Cities shall give Counsel reasonable notice for Counsel to assemble such billing records.

5. Lead Attorney. William H. Anger shall serve as Lead Attorney to the Cities. Counsel shall not substitute another Lead Attorney to the Cities without the prior written consent of the Cities.

6. Subcontracting, Assignment, Experts. Services covered by this Contract shall not be assigned or subcontracted, in whole or in part, without the prior written consent of the City Attorneys. Technical experts shall not be retained by Counsel at the expense of the Cities without prior written consent of the City Attorneys.

7. Insurance, Indemnification. Counsel shall secure and maintain during the life of this Contract a Certificate of Insurance evidencing that Counsel carries Errors and Omissions Professional Liability Insurance with limits no less than \$1,000,000.00. Insurance evidenced by this certificate shall not expire, be canceled, or materially changed without fifteen (15) days prior written notice to the Cities.

8. Independent Contractor. The services provided by Counsel under this Contract are those of an independent contractor, not an employee.



9. Termination Under A.R.S. § 38-511. In accordance with A.R.S. § 38-511, the Cities may cancel any contract or agreement, without penalty or obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the Cities' departments or creating the contract on behalf of the Cities' departments or agencies is, at any time while the contract or any extension of contract is in effect, an employee of any other party of the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract. The cancellation shall be effective when written notice from the Cities is received by all other parties to the contract, unless the notice specifies a later time.

10. Common Interests and Conflicts of Interest. The Cities have decided upon joint representation in order to achieve economies of scale and to maximize the effectiveness of all the Cities represented by Counsel in Settlement Activities relating to White Mountain Apache Tribe's water rights claims. Counsel is directed to seek strategies and positions in Settlement Activities relating to White Mountain Apache Tribe's water rights claims that advance the common interests of the Cities. However, the Cities also recognize that from time to time issues may arise in Settlement Activities relating to the White Mountain Apache Tribe's water rights claims and as to which the Cities may have diverse, incompatible or conflicting interests. Accordingly, the Cities agree:

- 10.1. That Counsel shall fully and timely inform and explain to all Cities the factual and legal basis for each conflict of interest among the Cities which Counsel perceives as a result of the performance of its duties under this Contract respecting issues raised in Settlement Activities or litigation relating to the settlement of the White Mountain Apache Tribe's water rights claims; and
- 10.2. That the Cities shall disclose to Counsel perceived or known conflicts of interest among the Cities respecting issues raised in Settlement Activities or litigation relating to the White Mountain Apache Tribe's water rights.
- 10.3. In the event the Cities, with Counsel's assistance, are unable to resolve a conflict of interest among them, such conflicts shall be dealt with in accordance with the Supreme Court's Rules of Professional Conduct; provided, however, this Contract shall be construed to confer upon each City and upon Counsel a direct obligation to negotiate in good faith in an attempt to resolve such concerns in order to allow Counsel to continue to represent the remaining Cities in situations where the rules would require Counsel to cease representing one or more of the Cities.
- 10.4. Each City is entitled to actively participate on issues in Settlement Activities or litigation relating to the White Mountain Apache Tribe's water rights claims and consistent with the Supreme Court's Rules of Professional Conduct.
- 10.5. For convenience or cause other than a conflict of interest among the Cities, the Cities may withdraw from future obligations under their Contract with Counsel upon written notice to Counsel; provided, however, Counsel's Contract will remain in full force and effect as to the remaining Cities. Additionally, the percentage division and allocation of the total bill for the remaining cities as outlined in Paragraph 4.3 shall be increased to make up for the loss of the withdrawing City. The withdrawing Cities shall pay Counsel for their proportionate share of all legal services and

expenses incurred up to the date of withdrawal. If requested by the withdrawing city, Counsel shall provide the withdrawing city, within thirty (30) days a copy of Counsel's file provided that the withdrawing city shall pay Counsel for the photocopy charges incurred in copying said file. In the event the withdrawal of one or more Cities raises issues regarding use by Counsel for the remaining Cities of confidential or privileged information, such conflict shall be dealt with in accordance with the Supreme Court's Rules of Professional Conduct; provided however this contract shall be construed to confer upon such City and upon Counsel a direct obligation to negotiate in good faith in an attempt to resolve such concerns in order to allow Counsel to continue to represent the remaining Cities in situations where the rules would require Counsel to cease representing one or more of the Cities.

- 10.6. That given the large number of diverse interested parties in Settlement Activities relating to the White Mountain Apache Tribe's water rights, Counsel shall generally have the right to continue to represent or to undertake to represent existing or new clients in any matter consistent with the Supreme Court's Rules of Professional Conduct.

11. Compliance with A.R.S. § 41-4401. Pursuant to the provisions of A.R.S. § 41-4401, Counsel hereby warrants to the City that Counsel and each of its subcontractors ("Subcontractors") will comply with all Federal Immigration laws and regulations that relate to the immigration status of their employees and the requirement to use E-Verify set forth in A.R.S. §23-214(A) (hereinafter "Counsel Immigration Warranty").

- 11.1. A breach of the Counsel Immigration Warranty (Exhibit B) shall constitute a material breach of this Contract that is subject to penalties up to and including termination of the Contract.

- 11.2. Each City retains the legal right to inspect the papers of any Counsel or Subcontractor employee who works on this Contract to ensure that Counsel or Subcontractor is complying with the Counsel Immigration Warranty. Counsel, at the City's expense, agrees to assist the City in the conduct of any such inspections. The City's inspection rights under this Paragraph 11.2 only extend to such employee records necessary to determine whether Counsel or Counsel's Subcontractor is complying with the Counsel Immigration Warranty and not any other employment or other employee records. In conducting any inspections under this Paragraph 11.2, except as required by law, the City agrees to keep confidential and not disclose Counsel's employee's personal information such as social security numbers and other information of Counsel's employees.

- 11.3. Each City may, at its sole discretion, conduct random verifications of the employment records of Counsel and any of Counsel's Subcontractors who provide services under this Contract to ensure compliance with the Counsel Immigration Warranty. Counsel, at the City's expense, agrees to assist the City in performing any such random verifications. The City's random verifications rights under this Paragraph 11.3 only extend to the right to review such employee records necessary to determine whether Counsel or Counsel's Subcontractor is complying with the

Counsel Immigration Warranty and not any other employment or other employee records. In conducting any random verifications under this Paragraph 11.3, except as required by law, the City agrees to keep confidential and not disclose Counsel's employee's personal information such as social security numbers and other information of Counsel's employees.

11.4. The provisions of this Article must be included in any contract that Counsel enters into with any and all of its Subcontractors who provide services under this Contract or any subcontract. "Services" are defined as furnishing labor, time or effort in the State of Arizona by a contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

12. This Contract may be executed in counterparts, each of which may contain fewer than all signatures but all of which, together, shall constitute a single instrument.

[Signatures on following pages.]

**ENGELMAN BERGER, P.C.**

By: \_\_\_\_\_  
Title: \_\_\_\_\_

**CITY OF AVONDALE**, an  
Arizona Municipal Corporation

\_\_\_\_\_  
Andrew McGuire, City Attorney

**CITY OF CHANDLER**, an  
Arizona Municipal Corporation

\_\_\_\_\_  
Kay Bigelow, City Attorney

**CITY OF GLENDALE**, an  
Arizona Municipal Corporation

\_\_\_\_\_  
Michael Bailey, City Attorney

**CITY OF SCOTTSDALE**, an  
Arizona Municipal Corporation

\_\_\_\_\_  
Bruce Washburn, City Attorney

## **EXHIBIT "A"**

During the term of the Contract, Counsel will bill the Cities at the hourly rate of \$350.00 for the time of William H. Anger and other shareholders in the firm; Counsel's hourly rate may increase by \$15.00 per hour each year on the anniversary of the Effective Date. All other attorneys in the firm or attorneys contracted by the firm to perform services under this Contract will be billed at the rate not to exceed \$280.00 per hour which rate may be increased by \$15.00 per hour on the anniversary of the Effective Date. Paralegals will be billed at the rate of \$180.00 per hour, which rate may be increased by \$10.00 per hour on the anniversary of the Effective Date.

Counsel will bill for the reasonable expenses incurred in performing its legal services. These expenses will include long-distance telephone charges, fax charges, electronic research charges, delivery charges, mail expense associated with any filing in the case, printing and copying, and payments to third parties for filing fees, transcripts, travel expenses, including, with out limitation, meals and lodging, for settlement negotiations and meetings outside of the Phoenix metropolitan area, and other items for the Cities' benefit under this Contract.

**EXHIBIT B**

**Counsel Immigration Warranty  
To Be Completed by Counsel Prior to Execution of Contract**

A.R.S. § 41-4401 requires as a condition of your contract verification of compliance by Counsel and Subcontractors with the Federal Immigration and Nationality Act (FINA), all other Federal immigration laws and regulations, and A.R.S. § 23-214 related to the immigration status of its employees.

By completing and signing this form, Counsel shall attest that it, and all Subcontractors performing work under the cited Contract, meets all conditions contained herein.

Contract Description: Joint Representation of the Cities of Avondale, Chandler, Glendale and Scottsdale relating to the White Mountain Apache Tribe's Water Rights  
Name (as listed in the contract): Engelman Berger, P.C.  
Street Name and Number: 3636 North Central Avenue, Suite 700  
City: Phoenix State: Arizona Zip Code: 85012

I hereby attest that:

1. Counsel complies with the Federal Immigration and Nationality Act (FINA), all other Federal immigration laws and regulations, and A.R.S. § 23-214 related to the immigration status of those employees performing work under this contract;
2. All Subcontractors performing work under this contract comply with the Federal Immigration and Nationality Act (FINA), all other Federal immigration laws and regulations, and A.R.S. § 23-214 related to the immigration status of their employees; and
3. Counsel has identified all Counsel and Subcontractor employees who perform work under the Contract on the attached Employee Verification Worksheet and has verified compliance with Federal Immigration and Nationality Act (FINA), all other Federal immigration laws and regulations, and A.R.S. § 23-214.

Signature of Counsel (Employer) or Authorized Designee:

\_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date (month/day/year): \_\_\_\_\_

LICENSE AGREEMENT  
FOR WIRELESS COMMUNICATIONS SITE  
IN CITY OF GLENDALE RIGHT-OF-WAY

This License Agreement (the "Agreement") is effective as of the date of the latter signature below (the "Effective Date"), and is by and between the City of Glendale, an Arizona municipal corporation (the "City"), and Verizon Wireless (VAW) LLC, a Delaware limited liability company, d\ba Verizon Wireless, whose address in One Verizon Way, Mail Stop 4AW 100, Basking Ridge, New Jersey 07920 ("Licensee").

WHEREAS, the City is the owner of certain real property located at 5330 West Union Hills Drive, Glendale, Arizona 85308, as legally described in Exhibit "A" attached hereto and incorporated herein (the "Property"); and

WHEREAS, the City wishes to license to Licensee, and Licensee wishes to license from the City, the "License Area" (as described and defined below) for Licensee's use for a telecommunications facility and related purposes, pursuant to the terms of this Agreement;

WHEREAS, Licensee is concurrently leasing ground space containing approximately eight hundred seventy-seven (877) square feet from JAS Holdings LLC, an Arizona limited liability company, for Licensee's communications equipment (the "Equipment Space") and space on an existing utility pole from Arizona Public Service Company for Licensee's antennas and related appurtenances (the "Antenna Space")

THEREFORE, in consideration of the following mutual covenants, terms and conditions, it is hereby agreed as follows:

1. LICENSE AREA.

Pursuant to the terms of this Agreement, City hereby licenses to Licensee the "License Area" (as defined herein) for the duration of the "Term") (as defined below). The "License Area" shall be defined as and include following:

- A. An approximately twenty-two foot (22') wide right of way for access and utilities purposes; all as particularly described and depicted in the site plans attached as Exhibit "B" attached to the Agreement (the "Site Plans");
- B. A four-foot (4') wide right of way for an underground conduit and cable route to and from the Equipment Space and the Antenna Space, for Licensee's conduits, cables, lines and connections along the route described in the Site Plans.

The Equipment Space, the Antenna Space, transmission lines, conduits and cables shall collectively be referred to herein as the "Communication Equipment").

2. CITY'S REPRESENTATIONS AND WARRANTIES.

- A. The City represents and warrants to Licensee that: (1) the City has full right, power and authority to execute this Agreement; (2) the City has good and unencumbered title to the License Area free and clear of any liens or mortgages, except those disclosed to the Licensee that will not interfere with Licensee's right to use the License Area; and (3) the City's execution and performance of this Agreement will not violate any laws, ordinances, covenants, restrictions, easements, agreements, reservations, mortgages, licenses or other agreements binding on the City for the Licensed Area.
- B. The Licensee has studied and inspected the License Area and accepts the same "AS IS" without any express or implied warranties of any kind, other than those warranties contained in subsection (A) immediately above, including any warranties or representations by the City as to its condition or fitness for any particular use. The Licensee has inspected the License Area and obtained such information and professional advice as the Licensee has determined to be necessary related to this Agreement.

3. GRANT OF LICENSE; TERM.

The City grants to Licensee the right to use the License Area subject to the following provisions and conditioned upon Licensee's timely and complete performance of all of its obligations hereunder:

- A. The initial term of this License Agreement shall be for a period of ten (10) years (the "Initial Term"), commencing on the first day of the month following the Effective Date (the "Commencement Date") and ending at 11:59 p.m. on the day immediately preceding the tenth (10<sup>th</sup>) anniversary thereof, unless sooner terminated as stated herein. This Agreement shall be automatically renewed for no more than three successive five-year Renewal Terms, unless City or Licensee notifies the other party in writing of such party's intent not to renew this Agreement at least one hundred eighty (180) days prior to the expiration of the Initial Term or any Renewal Term, as applicable.
- B. If Licensee continues to occupy the Licensed Area after the expiration or termination of this Agreement, holding over will not be considered to operate as a renewal or extension of this Agreement, but shall be a month-to-month license and the Licensee must pay the City fees in an amount that is double the amount of normal license fee that would otherwise be due under Section 4.
- C. Licensee shall not hold-over or continue to occupy the License Area at the conclusion of the expiration of the Initial Term or any subsequent Renewal Period without the express written consent of the City.



- D. Notwithstanding any provision in this License to the contrary, and notwithstanding any negotiation, correspondence, course of performance or dealing, or other statements or acts by or between the parties, Licensee's rights in the License Area are limited to the rights created by this Agreement, which creates only a license in the License Area. The City and the Licensee do not by this instrument intend to create a lease, easement or other real property interest. The Licensee shall have no real property interest in the License Area. Licensee's sole remedy for any breach or threatened breach of this Agreement by the City shall be an action for damages. Licensee's rights hereunder are subject to all covenants, restrictions, easements, agreements, reservations and encumbrances upon, and all other conditions of title to, the License Area. Notwithstanding the preceding sentence, the City shall provide to Licensee peaceable use and enjoyment of the License Area in accordance with the terms of this Agreement. Licensee's rights hereunder are further subject to all present and future building restrictions, regulations, zoning laws, ordinances, resolutions and orders of any local, state or federal agency, now or hereafter having jurisdiction over the License Area or Licensee's use thereof.

4. LICENSE FEES; COSTS.

- A. Commencing upon the Commencement Date throughout the duration of the Initial Term and any applicable Renewal Term(s), Licensee shall pay, in advance, and without notice and free from all claims, deductions and setoffs against the City, a license fee in the amount of Fifteen Thousand and 00/100 Dollars (\$15,000.00) per annum, plus all appropriate taxes (the "License Fee").
- B. Commencing upon the first annual anniversary of the Commencement Date, the License Fee shall be subject to annual increases in the amount of three percent (3%) over the annual License Fee rate of the previous year.
- C. City and Licensee acknowledge and agree that the initial License Fee payment shall not actually be sent by Licensee until thirty (30) days after a written acknowledgement from the City that the License has been approved and executed by the City. By way of illustration of the preceding sentence, if the Commencement Date is January 1 and the written acknowledgement confirming the Commencement Date is dated January 14, Licensee shall send to the City the initial License Fee payment by February 13.
- D. If the Licensee fails to pay any license fee in full on or before the due date, the Licensee is responsible for interest on the unpaid principal balance at the rate of 18% per annum from the due date until payment is made in full.

5. UTILITIES.

Licensee shall pay for all utilities necessary to operate the Communication Equipment, which utilities shall be separately metered from any of the City's utilities.

6. USE RESTRICTIONS.

Licensee's use and occupation of the License Area shall conform to all of the following provisions:

- A. Licensee acknowledges that the License Area is located near city facilities. Licensee shall at all times use its best efforts to minimize any impact that its use of the License Area.
- B. Licensee may remove, relocate (within the License Area), modify, replace or alter in any way any of Licensee's Communication Equipment within the License Area without the City's prior written approval. Licensee shall repair any damage, modification or alteration to the City's property caused by Licensee's use of the Licensed Area to the same condition that existed before the damage or alteration occurred.
- C. Whenever the Licensee performs construction activities within the Licensed Area, the Licensee shall obtain all necessary construction permits and promptly, upon completion of construction, restore the remaining Licensed Area to the condition existing prior to construction to the satisfaction of the City's Project Manager. If the Licensee fails to restore the Licensed Area as required, the City may take all reasonable actions necessary to restore the Licensed Area, and the Licensee, within twenty (20) days of demand and receipt of an invoice, together with reasonable supporting documentation, will pay all of the City's reasonable costs of restoration.
- D. Licensee shall use the License Area solely for installing, operating, maintaining, repairing, modifying and removing the Communication Equipment. The Communication Equipment is limited to the equipment and facilities listed in Section 1 above and Exhibit B attached hereto, equivalent or smaller replacement equipment, and such other items as may be approved by the City, in its sole discretion, in writing.
- E. Licensee shall have non-exclusive rights for ingress and egress, seven (7) days a week, twenty-four (24) hours a day, on foot or motor vehicle for the construction, installation, operation, maintenance, modification and removal of the Communication Equipment.
- F. Licensee shall at all times have on call and at the City's disposal an active, qualified, competent and experienced representative to supervise the Communication Equipment, who shall be authorized to act for the Licensee in matters pertaining to all emergencies and the day-to-day operation of the Communication Equipment. Such person need not be stationed at the Licensed Area. Licensee shall provide the City's Project Manager or designee with the names, addresses and 24-hour telephone numbers of such persons in writing.

- G. Licensee shall operate the License Area in a first-class manner; shall furnish prompt, clean and courteous service; and shall keep the License Area attractively maintained, orderly, clean and sanitary at all times. Licensee shall not employ any persons in or about the License Area who shall fail to be clean, courteous, efficient and neat in appearance.
- H. There shall be no guaranteed number of parking places available for the License Area.
- I. Licensee acknowledges that the Licensee's use of the License Area shall be subject and subordinate to the City's operation.
- J. Licensee shall not install, operate or allow the use of equipment, methodology or technology that may interfere with the optimum effective use or operation of the City's fire, emergency or other communication equipment, methodology or technology (*i.e.*, voice or other data receiving and/or transmitting equipment) that is presently in use or may be in use in the future. If such interference occurs, Licensee shall immediately discontinue using such equipment, methodology or technology that causes the interference until corrective measures are taken. Any such corrective measures shall be made at no cost to the City. If the City installs any fire, emergency or communication equipment in the Property (outside the License Area), Licensee will take reasonable corrective measures to avoid interference problems between Licensee's Communication Equipment and the City's equipment. The City and Licensee shall promptly use their best reasonable efforts to resolve any interference problems; provided that if the interference problems are unavoidable, the City's right to use the City's own equipment remains paramount to any use of the License Area by Licensee, but Licensee shall have two (2) years prior to being required to discontinue or permanently relocate the Communications Equipment.
- K. Licensee shall not install any signs, other than required safety warning signs or such other signs as are requested or approved by the City. Licensee shall bear all costs pertaining to the erection, installation, maintenance and removal of all of its signs.

7. USE OF HAZARDOUS MATERIAL PROHIBITED

Licensee shall not produce, generate, dispose of, transport, treat, use or store any hazardous waste, hazardous substance, pollutant or contaminant upon or about the Property, including the Licensed Area, in violation of the Arizona Hazardous Waste Management Act, A.R.S. Sec. 49-901 *et seq.* the Resource Conservation and Recovery Act, 42 U.S.C. 6901 *et seq.*, the Toxic Substances Control Act, 15 U.S.C. 2601 *et seq.*, or any other federal, state or local law pertaining to hazardous waste, hazardous substances, pollutants or contaminants. The preceding sentence does not apply to proper and lawful use and disposal of properly maintained "gel-cel" batteries supplying backup electrical

power to the Communication Equipment. Licensee shall not use the Property, including the License Area, in a manner that violates with any regulations, permits or approvals issued by any federal or state agency. Except to the extent caused by or arising out of the negligence of the City or its employees and assigns, the Licensee shall defend, indemnify and hold the City harmless against any loss or liability incurred by reason of release or threatened release of any hazardous waste, hazardous substance, pollutant or contaminant the License Area, attributable to the extent such release or threatened release is caused by the Licensee. Licensee shall immediately notify the City and, if applicable, any federal or state agency of any release or threatened release of a hazardous waste, hazardous substance, pollutant or contaminant at any time such release or threat of release is discovered or found to exist. Licensee shall promptly and without a request by the City provide the City's Environmental Program Manager with copies of all written communications between the Licensee and any governmental agency concerning environmental inquiries, reports or problems in the Property. Except to the extent caused by or arising out of the negligence of the Licensee or its employees and assigns, the City shall defend, indemnify and hold the Licensee harmless against any loss or liability incurred by reason of release or threatened release of any hazardous waste, hazardous substance, pollutant or contaminant the Property (outside the License Area), attributable to the extent such release or threatened release is caused by the City.

8. LICENSEE'S IMPROVEMENTS; GENERAL REQUIREMENTS.

The following provisions shall govern all improvements, repairs, installation and other construction, removal, demolition or similar work of any description by the Licensee related to the Communication Equipment or the License Area (collectively referred to as the "Licensee's Improvements"):

- A. All of Licensee's Improvements shall be designed, installed and purchased at Licensee's sole expense. In no event, including termination of this Agreement for any reason, shall the City be obligated to compensate the Licensee in any manner for any of Licensee's Improvements or other work undertaken by the Licensee during or related to this Agreement. The Licensee shall timely pay for all such labor, materials and work and all professional and other services related to Licensee's Improvements and shall defend, indemnify and hold harmless the City against all such claims.
- B. All work performed in the License Area by Licensee shall be performed in a workmanlike manner, as reasonably determined by the City, and shall be diligently pursued to completion and in conformance with all building codes and similar requirements. All of Licensee's Improvements shall be high quality, safe, fire resistant, modern in design and attractive in appearance, all as approved by the City. The City's approval shall not be unreasonably withheld, conditioned or delayed.
- C. All of Licensee's Improvements (except for the Communication Equipment) shall become fixtures and part of the City's real property.

- D. Licensee acknowledges that as of the Effective Date, the City has not approved or promised to approve any plans for Licensee's Improvements, except for those improvements already in place or to the extent expressly stated in this Agreement.
- E. Licensee shall diligently pursue the installation of all approved Licensee's Improvements and shall complete installation of all Licensee's Improvements no later than eighteen (18) months after such Licensee's Improvements are approved by the City.
- F. Licensee shall make no initial structural or grading alterations, modifications or, additions or other significant construction work to its own equipment or facilities within the License Area until the City has reviewed and approved all improvements, equipment, fixtures, paint and other construction work of any description as described in all plans delivered by the Licensee to the City. All such plans and construction are subject to inspection and final approval by the City as to colors, materials, site plan, design, function and appearance.
- G. All changes to utility facilities shall be limited to the License Area and shall be undertaken by the Licensee only with the written consent of the City. Such consent shall not be unreasonably withheld, conditioned or delayed.
- H. All of the Licensee's Improvements shall be designed so as to present uniformity of design, function, appearance and quality throughout and consistency with other improvements located in the Property.
- I. Licensee shall properly mark and sign all excavations and maintain barriers and traffic control in accordance with all applicable laws, regulations and best management practices.
- J. The following procedure shall govern Licensee's submission to the City of all plans for the License Area and Licensee's Improvements, including any proposed changes by the Licensee of previously approved plans:
  - 1. Licensee shall coordinate with the City as necessary on significant design issues prior to submission of plans.
  - 2. Upon execution of this Agreement, the City and the Licensee shall each designate a project manager to coordinate the parties' participation in designing and constructing Licensee's Improvements. Each project manager shall devote such time and efforts to the project as may be necessary for timely, good faith and convenient coordination among all persons involved with the project and compliance with this Agreement. The City's project manager will not be exclusively assigned to this License or the Licensee's Improvements.

3. No plans shall be deemed approved until stamped "APPROVED" and dated by the City's project manager.
4. No final plans shall be deemed approved until Licensee delivers to the City a formal certification by an engineer licensed in Arizona acceptable to the City's project manager, certifying that all of the Licensee's Improvements are properly designed to be safe and function as designed and as required by this Agreement. Such certification shall be accompanied by and refer to any backup information and analysis as the City may reasonably require.
5. Licensee acknowledges that the City's project manager's authority with respect to the License Area is limited to the administration of the requirements of this Agreement. Licensee shall be responsible to secure all zoning approvals, design revisions or other governmental approvals and to satisfy all governmental requirements pertaining to the project. The Licensee shall not rely on the City or the City's project manager to initiate or suggest any particular process or course of action for obtaining such approvals.
6. The City's issuance of building permits shall not constitute approval of any plans for purposes of this Agreement. The City's project manager shall be reasonably available to coordinate and assist the Licensee in working through issues that may arise in connection with any plan approvals and requirements.
7. In preparing plans for submittal and approval to the City, Licensee shall include such periods of time that are necessary to conduct all communications and plan revisions to obtain any required City approvals.
8. The City agrees to review, comment on and approve any original or revised plans in accordance with the City's normal plan review time frames and procedures. Licensee, however, will not be given any priority or special consideration over the City's other customers. Any failure by the City to timely process such plans shall not be deemed to be an approval of any plans submitted by Licensee, but may operate to extend Licensee's construction deadlines.
9. The parties shall use their best reasonable efforts to resolve any design and construction issues to their mutual satisfaction. In the event of an impasse for any reason, final decision authority regarding all design and construction issues shall rest with the City in its reasonable discretion.
10. Licensee shall provide the City with two complete sets of detailed plans and specifications of the work as completed.

9. MAINTENANCE.

Licensee shall, at its own cost, maintain the Communication Equipment, the Licensee's Improvements and all other portions of the License Area during the term of this Agreement.

10. CO-LOCATION.

- A. Licensee shall be permitted to sublicense space to any third party on the Monopalm in Licensee's sole discretion. Subject to subsection (B) below, the Licensee shall at all times use reasonable efforts to cooperate with the City and any third parties in the co-location of additional communication equipment, facilities or structures in the Property. The term "Sublicense" shall apply to any situation by which Licensee allows a third party use of the License Area for co-location, whether it be by formal sublicense, license or other agreement. All rights and responsibilities of Licensee set forth in this Agreement shall be enjoyed by and be binding on any Sublessee. Notwithstanding the above, Licensee may not sublease any ground space within the License Area without the City's prior written consent. In the event any Sublessee subleases space on Licensee's Monopalm, such third party must acquire its own rights to ground space from the City outside of the License Area. In this event, Licensee shall receive one hundred percent (100%) of the fees for that portion of the Sublessee's facilities that are located within the limits of the License Area and the City shall receive one hundred percent (100%) of the license fee, negotiated by the City and Sublessee, for that portion of Sublessee's facilities that are located on the Property outside the License Area. Notwithstanding anything to the contrary herein, Licensee may sublet or sublicense all or any portion of the License Area (including ground space and space on the Monopalm) in the event of a public emergency and/or for safety systems purposes (i.e. police, ambulance, and/or fire), that may be required or ordered by any governmental authority having jurisdiction over Licensee and/or the Property.
- B. Prior to permitting the installation of any third party's co-located communication equipment, facilities or structures in the licensed area, the City shall give the Licensee thirty (30) days' notice of the proposed co-located equipment, facilities or structures so that the Licensee can determine if the additional equipment will interfere with the Communication Equipment. If the Licensee determines that such interference will occur, Licensee shall, within the 30-day notice period, give the City a detailed written explanation of the anticipated interference, including such supporting documentation as may be reasonably necessary for the City to evaluate the Licensee's position. The City and the Licensee shall promptly use their best reasonable efforts to resolve any interference problems before the City allows the third party to co-locate it equipment, facilities or structures.

11. ASSIGNMENT.

- A. Licensee may only assign this License, upon thirty (30) days' written notice to the City, to any entity controlling, controlled by or under common ownership with the

Licensee, or to any entity that, after first receiving all necessary F.C.C. and State regulatory agency approvals, acquires the Licensee's radio communications business and assumes all obligations of the Licensee under this Agreement. All other assignments require the City's prior approval. For assignments requiring City approval, the City may, as a condition of approval, postpone the effective date of the assignment and require that any potential transferee submit biographical and financial information to the City at least sixty (60) days prior to any transfer of Licensee's interest. After reviewing all materials submitted by the proposed assignee, City, in its sole unreviewable discretion, approve or reject the proposed assignment. Any purported assignment that is not approved by the City is null and void and such assignee will not assume Licensee's rights and benefits under this Agreement.

- B. Licensee may, upon notice to the City, mortgage or grant a security interest in this Agreement and the Communication Equipment, and may assign this Agreement and the Communication Equipment to any mortgagees, deed of trust beneficiaries or holders of security interests, including their successors or assigns ("Mortgagees"), provided such Mortgagees agree to be bound by the terms of this Agreement. In such event, the City shall execute such consent to leasehold or other financing as may be reasonably required by Mortgagees. In no event will the Licensee grant or attempt to grant a security interest in any of the real property underlying the License Area.

12. PERFORMANCE BOND. Licensee shall, prior to commencement of construction, provide the City with a performance bond in the amount of \$20,000.00. The performance bond shall be conditioned upon the Licensee's faithful performance of all of its obligations under this Agreement. The bond shall be executed by a surety company duly authorized to do business in the State of Arizona and reasonably acceptable to the City's Project Manager.

13. INTENTIONALLY DELETED.

14. DEFAULT; TERMINATION BY CITY.

- A. The City may terminate this Agreement by giving Licensee 30 day's written notice after the happening of any of the following events:
  - 1. The failure of Licensee to perform any of its obligations under this Agreement, provided that Licensee fails to cure its default within said 30-day notice period; provided however, Licensee shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and Licensee commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion so long as the total cure period does not exceed 120 days.



2. The taking of possession for a period of 10 days or more of substantially all of the personal property used in the License Area belonging to Licensee by or pursuant to lawful authority of any legislative act, resolution, rule, order or decree or any act, resolution, rule, order or decree of any court or governmental board, agency, officer, receiver, trustee or liquidator;
  3. The filing of any lien against the Property because of any act or omission of Licensee that is not discharged within 30 days of receipt of actual notice by Licensee.
- B. The City may place Licensee in default of this Agreement by giving Licensee 15 days' written notice of Licensee's failure to timely pay the fee provided for herein or any other charges required to be paid by Licensee pursuant to this Agreement. During said 15-day notice period, Licensee shall cure said default; otherwise, the City may elect to terminate this Agreement or to exercise any other remedy allowed by law or equity.
  - C. If Licensee, through any fault of its own, at any time fails to maintain all insurance coverage required by this Agreement, the City shall have the right, upon written notice to Licensee, to immediately terminate this Agreement or to secure the required insurance at Licensee's expense.
  - D. Failure by the City to take any authorized action upon default by Licensee of any of its obligations hereunder shall not constitute a waiver of said default nor of any subsequent default by Licensee. Acceptance of rent and other fees by the City under the terms hereof for any period after a default by Licensee of any of its obligations shall not be deemed a waiver or estoppel of the City's right to terminate this Agreement for any subsequent failure by Licensee to comply with its obligations.
  - E. Upon the termination of this Agreement for any reason, all rights of the Licensee shall terminate, including all rights of the Licensee's creditors-trustees and assigns, and all others similarly situated as to the License Area.

15. LICENSEE TERMINATION.

Licensee may terminate this Agreement upon 90 days' written notice to the City after the happening of any of the following events:

- A. Issuance by a court of competent jurisdiction of an injunction in any way preventing or restraining Licensee's use of any portion of the License Area and the remaining in force of such injunction for a period of 30 consecutive days.

- B. The inability of Licensee to use any substantial portion of the License Area for a period of 30 consecutive days due to the enactment or enforcement of any law or regulation or because of fire, earthquake or similar casualty, or Acts of God or the public enemy.
- C. if Licensee is unable to obtain or maintain any license, permit or governmental approval necessary to the construction, installation or operation of the Communication Equipment or Licensee's business.
- D. if the License Area or the Communication Equipment is unacceptable under Licensee 's design or engineering specifications for the communication system to which the Communication Equipment belongs, or is unacceptable for Licensee's reasonable business purposes.
- E. The License Area or the Communication Equipment are destroyed or so damaged that, in Licensee's reasonable judgment, such damage substantially and adversely affects the use of the Communication Equipment. In such event, Licensee shall be entitled to a refund of any prepaid rent.

16. INDEMNIFICATION.

Licensee shall defend, indemnify and hold harmless the City and its elected or appointed officials, agents, boards, commissions and employees (hereinafter referred to collectively as the "City" in this Section) from all loss, damages or claims of whatever nature , including attorney's fees, expert witness fees and costs of litigation, that arise out of any act or omission of Licensee or its agents , employees and invitees (hereinafter referred to collectively as "Licensee" in this Section) in connection with Licensee's operations in the Licensed area and that result directly or indirectly in the injury to or death of any person or the damage to or loss of any property, or that arise out of the failure of Licensee to comply with any provision of this Agreement. The City shall in all instances, except for loss , damages or claims resulting from the sole negligence of the City, be indemnified by Licensee against all such loss, damages or claims, regardless of whether the loss, damages or claims are caused in part by the negligence of the City. The City shall give Licensee prompt notice of any claim made or suit instituted that may subject Licensee to liability under this Section, and Licensee shall have the right to compromise and defend the same to the extent of its own interest. The City shall have the right, but not the duty, to participate in the defense of any claim or litigation with attorneys of the City's selection without relieving Licensee of any obligations hereunder. Licensee's obligations hereunder shall survive any termination of this Agreement or Licensee's activities in the Licensed area.

17. INSURANCE.

Licensee shall procure and at all times maintain the following types and amounts of insurance for its operations in the Property:

- A. Commercial general liability and property damage insurance in the amount of \$5,000,000 combined single limit per occurrence and \$5,000,000 general aggregate.
- B. Comprehensive automobile liability insurance for all owned, non-owned and hired vehicles in the amount of \$5,000,000 combined single limit each accident for bodily injury and property damage per occurrence.
- C. Such other insurance as the City' Project Manager determines to be necessary for Licensee's operations.

Such insurance shall be in a form, from a company reasonably acceptable to City and shall name the City as an additional insured. The insurance must also include contractual liability. Licensee shall provide appropriate certificates of insurance to the City for all insurance policies required by this Section.

18. DAMAGE OR DESTRUCTION.

- A. If the License Area or any of Licensee's Improvements, insurable or uninsurable, are damaged or destroyed (except damage or destruction caused by Licensee as set forth in Subsection B) to such an extent Licensee is prevented from continuing operations, each party shall have the right, in its sole discretion and without cause, to terminate this Agreement by giving the other party written notice of such termination.
- B. If the License Area or any of Licensee's Improvements are damaged or destroyed by any cause whatsoever attributable in whole or in part to any act or omission of Licensee or its agents, employees or invitees, Subsection A shall not apply and this Agreement shall continue in full force or effect. Licensee shall promptly repair or rebuild the License Area or Licensee's Improvements used by the City, and Licensee shall reimburse the City, on demand, for all costs of such work.
- C. There shall be no obligation on the part of the City to reimburse Licensee for the loss or damage to fixtures, equipment or other personal property of Licensee, except for such loss or damage as is caused by the sole negligence of the City . Licensee, for its own protection, may separately insure such fixtures, equipment or other personal property as it so desires.

19. SURRENDER OF POSSESSION.

Upon the expiration or termination of this Agreement, Licensee's right to occupy the License Area and exercise the privileges and rights herein granted shall cease, and it shall surrender and leave the License Area in good condition, normal wear and tear excepted. Unless otherwise provided herein, all trade fixtures, equipment, and other personal property installed or placed by Licensee on the License Area shall remain the property of Licensee, and Licensee shall have the right at any time during the term of this Agreement, and for an additional period of 90 days after

its expiration, to remove the same from the License Area; provided that Licensee is not in default of any of its obligations hereunder and that Licensee shall repair, at its sole cost, any damage caused by such removal. Any property not removed by Licensee within said 90-day period shall become a part of the Property, and ownership thereto shall vest in the City; or the City may, at the Licensee's expense, have the property removed.

20. NOTICE.

Except as otherwise provided, all notices required or permitted to be given under this Agreement May be personally delivered or mailed by certified mail, return receipt requested, postage prepaid, to the following addresses:

TO THE CITY:                      City of Glendale  
   Attention: Construction Engineering Manager  
   5850 W. Glendale Avenue, Suite 315  
   Glendale, AZ 85301

WITH A COPY TO:                City of Glendale  
   Attention: City Attorney  
   5850 West Glendale Avenue, Suite 450  
   Glendale, AZ 85301

TO LICENSEE:                      Verizon Wireless (VAW) LLC,  
   d\b\ a Verizon Wireless.  
   180 Washington Valley Road  
   Bedminster, New Jersey 07921  
   Attention: Network Real Estate  
   Site Name: PHO Michigan

Any notice given by certified mail shall be deemed to be received on the next business day after the date of mailing. Either party may designate in writing a different address for notice purposes pursuant to this Section.

21. SEVERABILITY.

Should any provision of this Agreement be declared invalid by a court of competent jurisdiction, the remaining terms shall remain effective, provided that elimination of the invalid provision does not materially prejudice either party with regard to its respective rights and obligations.

22. TAXES AND LICENSES.

- A. Licensee shall pay any leasehold tax, possessory-interest tax, sales tax, personal property tax, transaction privilege tax or other exaction evidenced to be assessed or assessable as a result of its occupancy of the License Area under authority of this Agreement, including any such tax assessable on the City. In the event that

laws or judicial decisions result in the imposition of a real property tax on the interest of the City, such tax shall also be paid by Licensee for the period this Agreement is in effect.

- B. Licensee acknowledges that it may be a "prime lessee," as defined in A.R.S. Sec. 42- 1901, and that it may be subject to excise tax liability under this Agreement pursuant to A.R.S., Title 42, Chapter 13 as a prime lessee of a government property improvement. Licensee further acknowledges that any failure by Licensee to pay taxes due under A.R.S., Title 42, Chapter 13, after notice and an opportunity to cure, shall constitute a default that could result in divesting of any interest in or right to occupancy of the License Area.
- C. Licensee shall, at its own cost, obtain and maintain in full force and effect during the term of this Agreement all licenses and permits required for all activities authorized by this Agreement.

### 23. LITIGATION.

This Agreement shall be governed by the laws of the State of Arizona. In the event of any litigation or arbitration between the City and Licensee arising under this Agreement, the successful party shall be entitled to recover its attorney's fees, expert witness fees and other costs incurred in connection with such litigation or arbitration.

### 24. RULES AND REGULATIONS.

Licensee shall at all times comply with all federal, state and local laws, ordinances, rules and regulations which are applicable to its operations and the Property including all laws, ordinances, rules and regulations adopted after the Effective Date. Licensee shall display to the City, upon request, any permits, licenses or other evidence of compliance with such laws.

### 25. RIGHT OF ENTRY RESERVED.

- A. The City shall have the right at all times to enter upon the License Area for any lawful purpose, provided such action does not unreasonably interfere with Licensee's use or occupancy of the License Area and that the City shall have access to the Communication Equipment itself only with a 24-hour notice, except in emergency situations.
- B. Without limiting the generality of Subsection A, the City and any furnisher of utilities and other services shall have the right, at their own cost, to maintain existing and future utility, mechanical, electrical and other systems and to enter upon the License Area at all times to make such repairs, replacements or alterations there to that may, in the opinion of the City, be deemed necessary or advisable and from time to time to construct or install over, in or under the License Area such systems or parts thereof and, in connection with such maintenance, use the License Area for access to other parts of the Property;

provided that in the exercise of such right of access, repair, alteration or new construction, the City shall not unreasonably interfere with the use and occupancy of the License Area by Licensee.

- C. If any of Licensee's Improvements shall obstruct the access of the City or any utility company furnishing utility service to any of the existing utility, mechanical, electrical and other systems in the Property, and thus shall interfere with the inspection, maintenance or repair of any such system, Licensee shall promptly provide necessary access, as directed by the City or utility company, to the system for inspection, maintenance or repair.
- D. Exercise of any of the foregoing rights by the City or others pursuant to the City's rights shall not constitute an eviction of Licensee, nor be made the grounds for any abatement of rent or claim for damages.

26. MISCELLANEOUS.

This Agreement constitutes the entire agreement between the Parties concerning the matters contained herein and supersedes all prior negotiations, understandings and agreements between the parties concerning such matters. This Agreement shall be interpreted, applied and enforced according to the fair meaning of its terms and shall not be construed strictly in favor of or against either party, regardless of which party may have drafted any of its provisions. No provision of this Agreement may be waived or modified except by a writing signed by the party against whom such waiver or modification is sought to be enforced. The terms of this Agreement shall be binding upon and inure to the benefit of the parties' successors and assigns.

27. RELOCATION. The City shall not bear any cost of relocation of existing facilities, irrespective of the function served, where the City facilities or other facilities occupying the License Area or City Right-of-Way in close proximity to the License Area, are already located and the conflict between the Licensee's potential Communication Equipment and existing facilities can only be resolved expeditiously, as determined by the City, by the movement of the existing City or other permitted facilities.

EXECUTED to be effective on the date specified above.

CITY OF GLENDALE,  
an Arizona municipal corporation

\_\_\_\_\_  
Richard A. Bowers  
Acting City Manager

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Michael Bailey  
City Attorney

LICENSEE:

Verizon Wireless (VAW) LLC,  
a Delaware limited liability company,  
d/b/a Verizon Wireless

By: \_\_\_\_\_  
Name: Clifton Casey  
Its: Executive Director - Network  
Date: \_\_\_\_\_

## EXHIBIT A

ALL THAT PORTION OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 4 NORTH, RANGE 2 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 29;

THENCE NORTH 89°45'56" WEST, ALONG THE SOUTH LINE OF SAID SECTION 29 AND THE CENTERLINE OF UNION HILLS DRIVE, A DISTANCE OF 1325.20(R), 1325.86(M) FEET;

THENCE NORTH 00°59'26" WEST, ALONG THE EAST LINE OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 29, A DISTANCE OF 55.01 FEET TO A POINT ON THE NORTH LINE OF SAID UNION HILLS DRIVE;

THENCE NORTH 89°45'56" WEST, ALONG A LINE 55.00 FEET NORTH OF AND PARALLEL TO THE CENTERLINE OF UNION HILLS DRIVE AND THE SOUTH LINE OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 29, A DISTANCE OF 212.04(R), 212.37(M) FEET;

THENCE NORTH 00°59'38" WEST A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 89°45'56" WEST, ALONG (Unofficial Document) 65 FEET NORTH OF AND PARALLEL TO THE CENTERLINE OF UNION HILLS DRIVE, A DISTANCE OF 398.01 FEET;

THENCE NORTH 45°26'12" WEST, A DISTANCE OF 35.78 FEET;

THENCE NORTH 01°06'27" WEST A DISTANCE OF 246.65 FEET;

THENCE SOUTH 89°55'13" EAST, A DISTANCE OF 210.62 FEET;

THENCE NORTH 00°59'33" WEST, A DISTANCE OF 65.06 FEET;

THENCE SOUTH 89°45'56" EAST A DISTANCE OF 142.54 FEET;

THENCE NORTH 45°00'00" EAST A DISTANCE OF 21.00 FEET;

THENCE NORTH 00°00'00" EAST A DISTANCE OF 17.00 FEET;

THENCE NORTH 90°00'00" EAST A DISTANCE OF 54.99 FEET;

THENCE SOUTH 00°59'38" EAST, A DISTANCE OF 369.42 FEET TO THE POINT OF BEGINNING.



**EXHIBIT B**

*(see attached)*





SITE NAME: PHO\_MICHIGAN

**CODE COMPLIANCE**  
 ALL PERMITS SHALL BE PERFORMED AND INSTALLED IN ACCORDANCE WITH THE CURRENT EDITIONS OF THE CODES AS ADOPTED BY THE LOCAL GOVERNING AUTHORITY:

BUILDING CODE : 2012 IBC  
 MECHANICAL CODE : 2012 IMC  
 ELECTRICAL CODE : 2011 NEC  
 PRECODE : 2012 IPC

**CODE SUMMARY**  
 OCCUPANT GROUP : JAS  
 BUILDING TYPE : ANTENNA  
 ALLOWABLE AREA : 873 sq. ft.  
 OCCUPANCY CLASSIFICATION : N/A  
 BUILDING HEIGHT : 11'-6" (1-STORY)  
 FIRE SPRINKLERS : NO (FM-200 SYSTEM)

**SPECIAL INSPECTIONS REQUIRED:**  
 CONCRETE CONSTRUCTION : YES  
 FOUNDATION : YES  
 PILE OR PIER FOUNDATIONS : YES  
 FIELD WELDING : YES

**SPECIAL INSPECTION NOTE:**

SPECIAL INSPECTION IS TO BE PROVIDED IN ADDITION TO THE SPECIAL INSPECTION PROVIDED BY THE LOCAL SAFETY DIVISION, AND SHALL NOT BE CONSIDERED AS A SUBSTITUTE FOR THE AUTHORIZED AGENT FROM REQUESTING THE PERIODIC AND CALLED INSPECTIONS REQUIRED BY SECTION 106.04 OF THE GLENDALE ADMINISTRATIVE CODE

**FIRE DEPARTMENT NOTES:**

PROVIDE A PORTABLE FIRE EXTINGUISHER WITH A RATING NOT LESS THAN 2A-10BC.  
 PROVIDE STREET ADDRESS IDENTIFICATION PER MUNICIPAL REQUIREMENTS.  
 PROVIDE AND INSTALL FIRE DEPARTMENT APPROVED EXTINGUISHER PADLOCK, PER FIRE DEPARTMENT REQUIREMENTS.



CALL BEFORE YOU DIG  
 ARIZONA LAW REQUIRES FOR CONSTRUCTION PHASE STOP CALL  
 ARIZONA BLUE-PAINE, INC.  
 (602) 574-2424

**ELECTRICAL ENGINEER**  
 VAN BERKUM & ASSOCIATES, INC.  
 1602 S. PINE ST. SUITE 100  
 TEMPE, ARIZONA 85281  
 PHONE: (480) 961-8609  
 FAX: (480) 873-8079  
 CONTACT: BARRY HULET

**SITE ADMINISTRATION**  
 JONES DESIGN CORP.  
 1025 N. HAYDEN DRIVE, #100  
 SCOTTSDALE, ARIZONA 85257  
 PHONE: (480) 961-8609  
 FAX: (480) 961-8609  
 CONTACT: RANDY DOWNING

**ARCHITECT**  
 JAS HOLDINGS, L.L.C.  
 128 W. GEMINI DRIVE  
 PHOENIX, ARIZONA 85018  
 PHONE: (602) 450-7092  
 CONTACT: BRIAN THOMPSON

**SUBMITTER**  
 RLF CONSULTING, LLC  
 10000 N. CENTRAL EXPRESSWAY  
 TEMPE, ARIZONA 85284  
 PHONE: (480) 510-3668  
 CONTACT: RYAN FIDLER

**LESSOR / OWNER**  
 JAS HOLDINGS, L.L.C.  
 128 W. GEMINI DRIVE  
 PHOENIX, ARIZONA 85018  
 PHONE: (602) 450-7092  
 CONTACT: BRIAN THOMPSON

**LESSOR / COMPANY**  
 VERIZON WIRELESS  
 128 W. GEMINI DRIVE  
 PHOENIX, ARIZONA 85018  
 PHONE: (602) 450-7092  
 CONTACT: DAMON GAUTHER



SITE PHOTO:

VICINITY MAP:



**SITE COORDINATES:**  
 LATITUDE : 33° 37' 18.8017" N  
 LONGITUDE : 112° 19' 26.6997" W  
 ELEVATION : 1264.7 A.M.S.L.

**DRAWING ORIENTATION:**  
 FROM VERIZON OFFICE IN TEMPE, AZ HEAD WESTBOUND ON US-60, MERGE ONTO WESTBOUND I-10 TOWARD PHOENIX, MERGE ONTO NORTHBOUND I-17 TOWARD TUCKERVILLE, TAKE EXIT 214C FOR WESTBOUND AZ LOOP-101, TAKE EXIT 20 FOR 51st AVE & TURN LEFT ON 51st AVE (WEST) ONTO UNION HILLS DRIVE. SITE WILL BE ON THE NORTH SIDE OF THE STREET.

**TOWNSHIP COMPLIANCE**  
 CITY OF GLENDALE  
 128 W. GEMINI DRIVE  
 GLENDALE, ARIZONA 85306  
 ZONING : SR-30  
 PARCEL NUMBER : 130,961 S.F.  
 PARENT PARCEL AREA : 87.67 S.F.  
 NEW LEASE AREA : 87.67 S.F.  
 PARKING PROVIDED

**GENERAL COMPLIANCE:**  
 THIS STRUCTURE IS NOT INTENDED FOR HUMAN OCCUPANCY. THE USE OF THIS STRUCTURE IS LIMITED TO THE USE OF ELECTRONIC EQUIPMENT COOLING, DEVELOPMENT AND USE OF THIS SITE WILL CONFORM TO ALL APPLICABLE CODES AND ORDINANCES. MUNICIPAL REQUIREMENTS IDENTIFICATION PER THE USE OF THIS SITE WILL GENERATE NO TRASH, DEBRIS, OR OTHER WASTE. THERE WILL BE NO PLUMBING WORK WILL OCCUR AS PART OF THIS PROJECT. ALL WIRING IS TO BE INSTALLED BY MANUFACTURED BUILDING SUPPLIER AND IS LIMITED TO THE MANUFACTURED BUILDING ONLY. BUILDING WILL HAVE ONLY COOLING EQUIPMENT FOR SERVICE & UPKEEP THIS PROJECT REQUIRES PERMANENT POWER & TELEPHONE CONNECTION.

**A.D.A. COMPLIANCE:**

FACILITY IS UNMANNED AND NOT FOR HUMAN HABITATION. LADDERING AND EXITS SHALL COMPLY WITH THE APPLICABLE BUILDING CODE.

**F.C.C. COMPLIANCE:**

ALL NEW ANTENNAS SHALL BE IN COMPLIANCE WITH THE FEDERAL COMMUNICATIONS COMMISSION (FCC) REGULATIONS AND THE FCC'S RADIO FREQUENCY PUBLIC HEALTH AND THOSE PROTECTING HISTORIC DISTRICTS.

**PROJECT DESCRIPTION:**

THE PROJECT CONSISTS OF THE INSTALLATION AND OPERATION OF ANTENNAS AND ASSOCIATED TELECOMMUNICATIONS NETWORK FACILITY IS UNMANNED AND NOT FOR HUMAN HABITATION. THIS FACILITY IS A PREFABRICATED EQUIPMENT HAZARDOUS MATERIAL WILL BE STORED WITHIN THE FACILITY. ALL EXITS SHALL BE OPERABLE FROM THE INSIDE OF THE FACILITY. THE FACILITY SHALL BE MANUALLY OPERATED. EDGE OF SURFACE MOUNTED FLU7H BOLTS ARE PROHIBITED.

**NO DATE DESCRIPTION**  
 1 5/6/2015 SUBMITTAL

**ARCHITECTS JOB US**  
 YDC-8042

**PHO\_MICHIGAN**  
 5330 W. UNION HILLS DRIVE  
 GLENDALE, ARIZONA 85308

**SHEET TITLE**

**JURISDICTION APPROVAL**

**SHEET NUMBER**  
 T-1

CLIENT  
 128 W. GEMINI DR.  
 TEMPE, AZ 85283

**MATERIAL REVIEW**  
 CONSTRUCTION SIGNATURE  
 RF SIGNATURE  
 FACILITIES SIGNATURE  
 LEGAL/ESTATE SIGNATURE

PROJECT MANAGEMENT  
 1025 N. HAYDEN DRIVE, #100  
 SCOTTSDALE, ARIZONA 85257  
 PHONE: (480) 961-8609  
 FAX: (480) 961-8609  
 CONTACT: RANDY DOWNING

**SEAL**  
 I am a duly Licensed Professional Engineer in the State of Arizona. I hereby certify that I am the author of this drawing and that I am a duly Licensed Professional Engineer in the State of Arizona. My license number is 10000. I am not providing any services to the client under this license. My license expires on 12/31/2015.  
 Design-Engineer (PE) & Professional Engineer (PE) and  
 Professional Engineer (PE) & Professional Engineer (PE)  
 written permission by Young & Rubicam Corporation



**DATE DESCRIPTION**  
 1 5/6/2015 SUBMITTAL

**ARCHITECTS JOB US**  
 YDC-8042

**PHO\_MICHIGAN**  
 5330 W. UNION HILLS DRIVE  
 GLENDALE, ARIZONA 85308

**SHEET TITLE**

**JURISDICTION APPROVAL**

**SHEET NUMBER**  
 T-1

**SHEET INDEX:**

T-1	TITLE SHEET, PROJECT INFO
T-2	GENERAL NOTES
LS-1	TOPOGRAPHIC SURVEY
A-1	SITE PLAN
A-2	AS-BUILT SITE PLAN
A-3	ENHANCED EASE AREA PLAN
A-4	SITE ELEVATION
A-5	SITE ELEVATION
A-6	SITE DETAILS
A-7	SHIELDER DETAILS
E1	GENERAL ELECTRICAL NOTES
E2	POWER PLAN
E3	GROUNDING PLAN, ONE-LINE, CALCS

GENERAL NOTES:

1. ALL WORK SHALL BE IN ACCORDANCE WITH THE SPECIFICATIONS AND STANDARDS OF THE AMERICAN INSTITUTE OF STEEL CONSTRUCTION, INC. (AISC) AND THE AMERICAN CONCRETE INSTITUTE (ACI). ...

2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AND STATE AUTHORITIES. ...

3. ALL MATERIALS AND WORKMANSHIP SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE ARCHITECT AND/OR ENGINEER. ...

4. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL UTILITIES AND EXISTING STRUCTURES AT ALL TIMES. ...

STANDARD CIVIL NOTES:

1. ALL DIMENSIONS SHALL BE IN FEET AND INCHES UNLESS OTHERWISE NOTED. ...

2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AND STATE AUTHORITIES. ...

3. ALL MATERIALS AND WORKMANSHIP SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE ARCHITECT AND/OR ENGINEER. ...

4. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL UTILITIES AND EXISTING STRUCTURES AT ALL TIMES. ...

MASONRY

1. ALL MASONRY SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE SPECIFICATIONS AND STANDARDS OF THE MASONRY SOCIETY OF AMERICA. ...

2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AND STATE AUTHORITIES. ...

3. ALL MATERIALS AND WORKMANSHIP SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE ARCHITECT AND/OR ENGINEER. ...

4. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL UTILITIES AND EXISTING STRUCTURES AT ALL TIMES. ...

PAINTING

1. ALL PAINTING SHALL BE DONE IN ACCORDANCE WITH THE SPECIFICATIONS AND STANDARDS OF THE PAINTING SOCIETY OF AMERICA. ...

2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AND STATE AUTHORITIES. ...

3. ALL MATERIALS AND WORKMANSHIP SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE ARCHITECT AND/OR ENGINEER. ...

4. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL UTILITIES AND EXISTING STRUCTURES AT ALL TIMES. ...

CLIENT

verizon wireless
198 W. GEMINI DR.
TEMPE, AZ 85283

design corp
architecture / project management
10251 N. WILLOW, SUITE 100, SCOTTSDALE, AZ 85258

PHO\_MICHIGAN
5300 N. UNION HILLS DRIVE
GLENDALE, ARIZONA, 85308

GENERAL INFORMATION
LIBERATION APPROVAL
SHEET NUMBER T-2







CLIENT  
128 W. GEMINI DR.  
TEMPE, AZ 85283

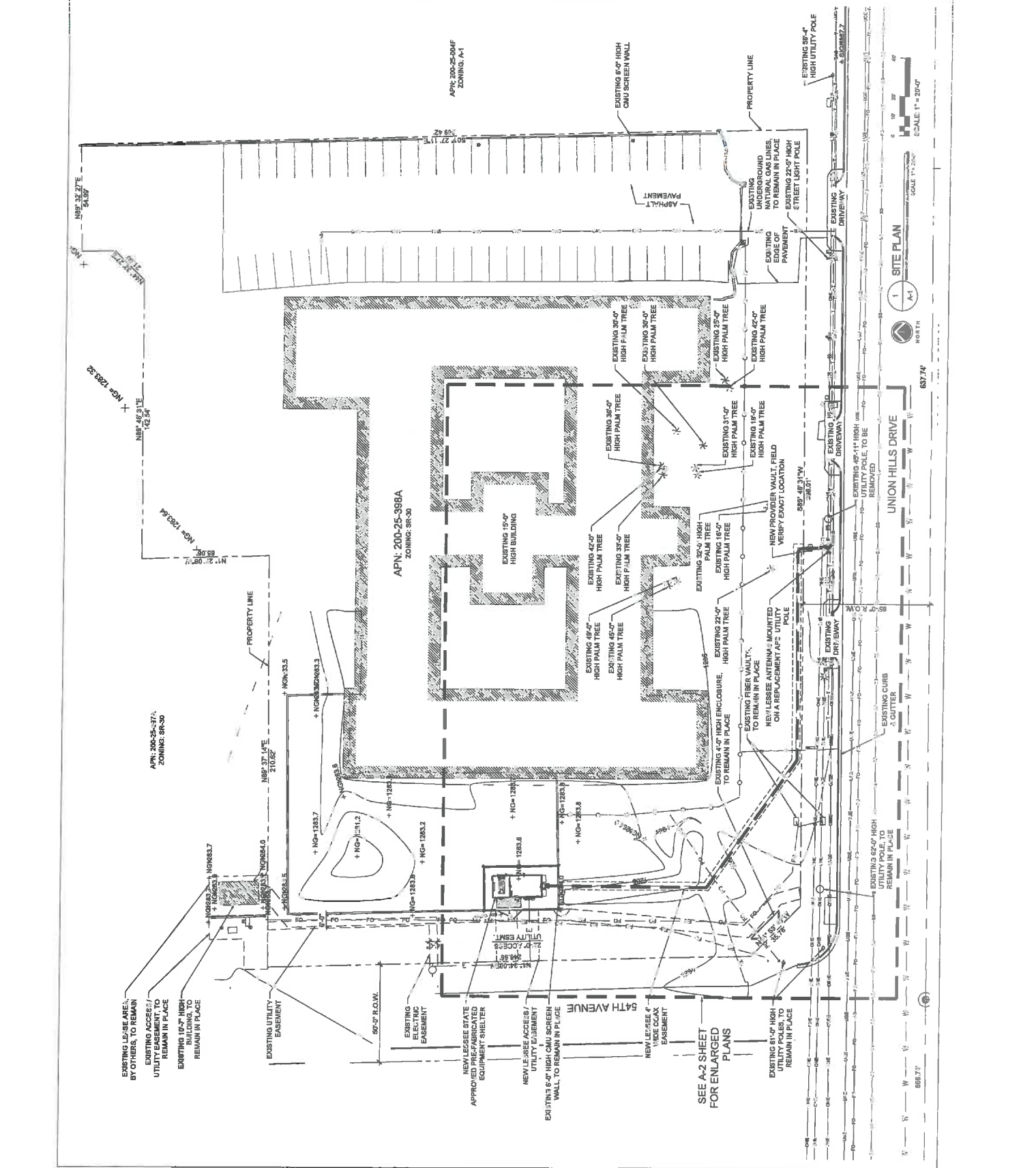
INTERNAL REVIEW  
CONSTRUCTION SIGNATURE  
FF. SIGNATURE  
FACILITY'S SIGNATURE  
REAL ESTATE SIGNATURE  
PLANS PREPARED BY

**young design corp**  
Architecture / project management  
10265 E. Via Linda, Scottsdale, AZ 85258  
Tel: (480) 351 9800 Fax: (480) 351 9888  
e-mail: ydcorp@youngdesigncorp.com

PHO\_MICHIGAN  
5130 W UNION HILLS DRIVE  
GLENDALE, ARIZONA, 85308

ARCHITECTS JOB NO. YDC-6042  
PROJECT INFORMATION:  
SHEET TITLE SITE PLAN

PREPARED BY: APPROVAL:  
SHEET NUMBER A-1



APN: 200-25-388A  
ZONING: SR-30


APN: 200-25-374  
ZONING: SR-30

APN: 200-25-376  
ZONING: SR-30

SCALE: 1" = 20'-0"  
0 10 20 40  
NORTH  
86673'

1 SITE PLAN  
A-1

SEE A-2 SHEET FOR ENLARGED PLANS



**verizon wireless**  
126 W. GEMINI DR.  
TEMPE, AZ 85283

DATE: \_\_\_\_\_  
INTERNAL REVIEW: \_\_\_\_\_  
CONSTRUCTION SIGNATURE: \_\_\_\_\_  
RF SIGNATURE: \_\_\_\_\_  
FACILITIES SIGNATURE: \_\_\_\_\_  
REAL ESTATE SIGNATURE: \_\_\_\_\_  
PLANS PREPARED BY: \_\_\_\_\_

**young design corp**  
13011 - 1st Ave. Suite 100  
10748 E. 1st Ave. Suite 100  
Phoenix, AZ 85024  
P: 480 491 8809 Fax: 480 491 8838  
www.youngdesigncorp.com

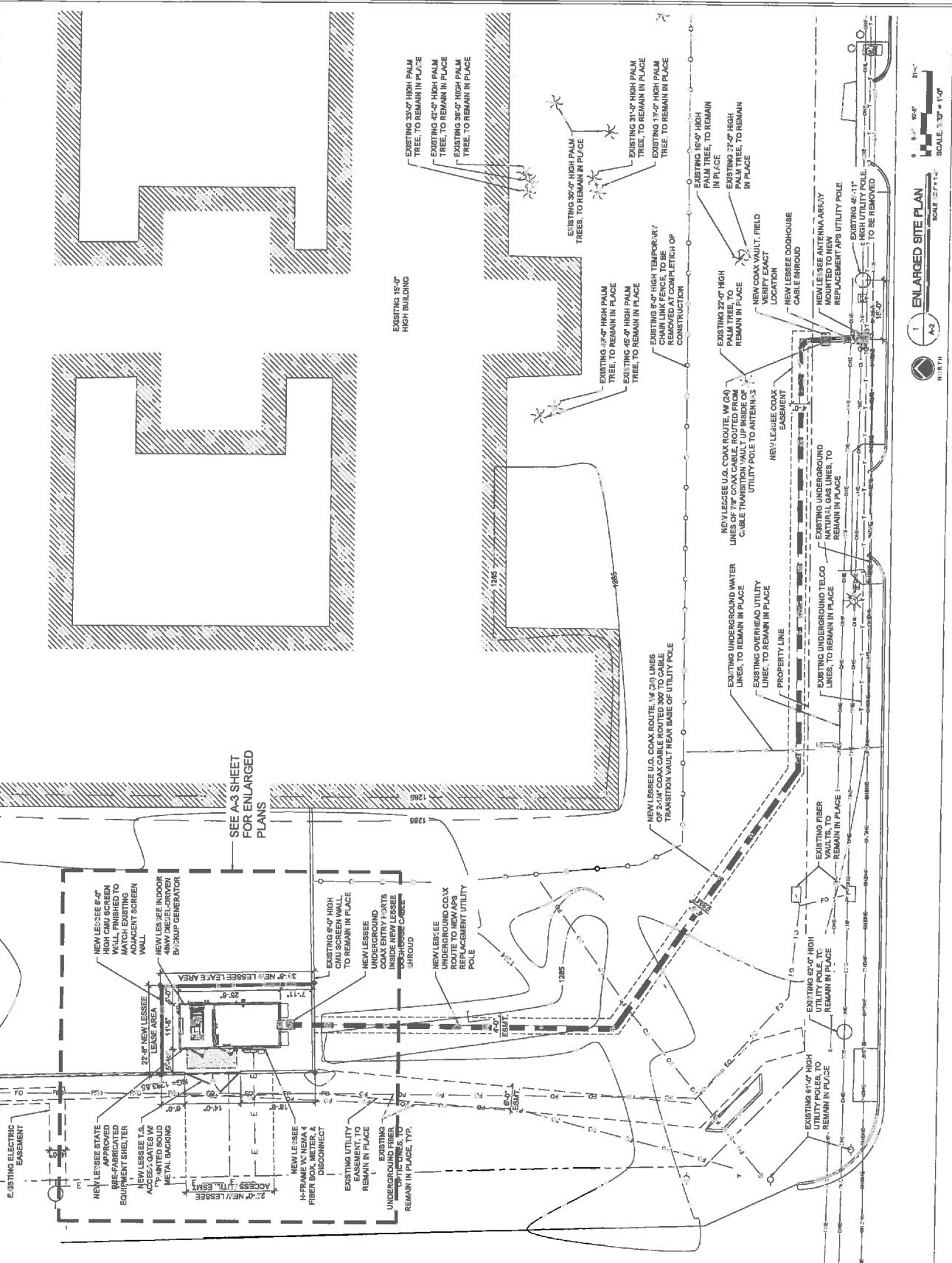
SEALED AND EXEMPT FROM PUBLIC SALE  
This drawing is prepared and the property of Young Design Corp. It is not to be used for any other project without the written permission of Young Design Corporation.  
REGISTERED PROFESSIONAL ENGINEER  
NO. 13348  
STATE OF ARIZONA  
EXPIRES 12/31/2011

NO. DATE: \_\_\_\_\_  
1 3/14/2011  
SUBMITTAL: \_\_\_\_\_  
REVISIONS: \_\_\_\_\_

ARCHITECTS JOB NO. YDC-6042  
PROJECT INFORMATION:  
**PHO\_MICHIGAN**  
5330 W. LINCOLN HILLS DRIVE  
GLENDALE, ARIZONA, 85301

SHEET TITLE  
**ENLARGED SITE PLAN**  
JURISDICTION APPROVAL: \_\_\_\_\_

SHEET NUMBER  
**A-2**



SEE A-3 SHEET FOR ENLARGED PLANS

SCALE: 1" = 10'-0"

1 A-2

ENLARGED SITE PLAN

SCALE: 1/2" = 1'-0"

0 6'-0" 12'-0" 24'-0"





SECTION 5.200 SUBURBAN RESIDENTIAL:  
 SR-30, SR-17, SR-12 - SUBURBAN RESIDENCE.  
 5.200 USES: SUBJECT TO CONDITIONS

1. BUILDING MOUNTED ANTENNAS, INCLUDING CHURCHES, SCHOOLS, PUBLIC BUILDINGS AND OTHER INSTITUTIONAL USERS.
2. BUILDING MOUNTED ANTENNAS WHICH UTILIZE EXISTING LIGHT POLE OR ELECTRICAL UTILITY POLE. ANTENNAS WHICH MUST BE LOCATED ON PROPERTY DEVELOPED FOR NON-RESIDENTIAL USE OR IN PUBLIC RIGHT-OF-WAY, SUBJECT TO APPROVAL OF CITY ENGINEER.

NEW LESSEE ANTENNA ARRAY, (3) TMS PER SECTION, ON NEW 8'x8' STANDARD TOP-HAT, PAINT TO MATCH CONFIGURATION ON THE A3 SHEET

NEW AP'S REQUIRED AT SPACER (PROVIDED BY APR)

EXISTING INSULATORS & CONDUCTORS TO BE RE-ROUTED TO NEW UTILITY POLE BY APR.

NEW REPLACEMENT APR UTILITY POLE W/ LESSEE ANTENNA ARRAY

NEW LESSEE COAX ROUTE IN AP'S LINES OF 75' COAX CABLE, ROUTED FROM CABLE TRANSITION VAULT UP INSIDE OF UTILITY POLE TO ANTENNAS

EXISTING PALM TREES, BEYOND, TO REMAIN IN PLACE, TYP.

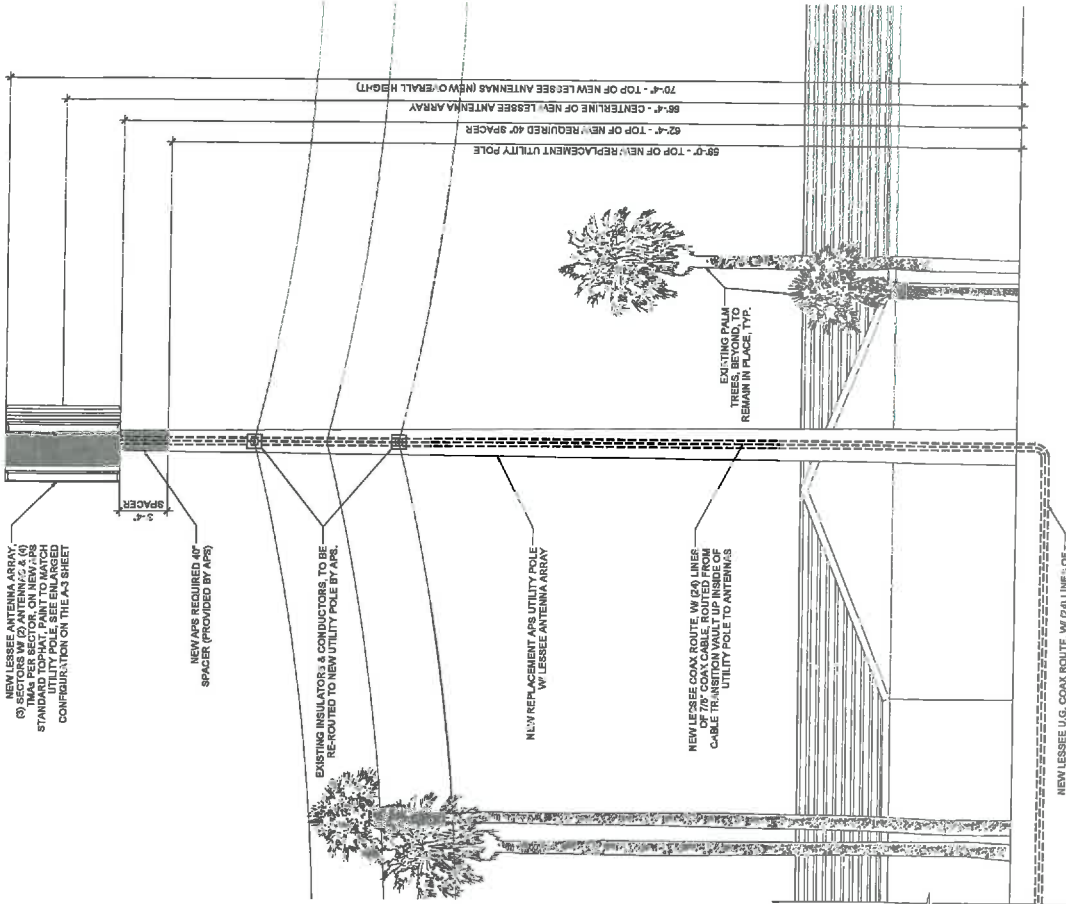
NEW LESSEE 1/2" COAX ROUTE IN 2 1/2" COAX ROUTE TO TRANSITION VAULT NEAR BASE OF UTILITY POLE

NEW LESSEE 1/2" APPROVED PRE-FABRICATED EQUIPMENT SHELTER

EXISTING 8'-0" HIGH PRE-CAST CONCRETE ENCLOSURE BY OTHERS TO REMAIN IN PLACE

EQUIPMENT SHELTER

1/2" NEW LESSEE



1 SOUTH ELEVATION  
 SCALE: 1/4" = 1'-0"  
 A-3

verizon wireless  
 126 W GEMINI DR.  
 TEMPE, AZ 85283

INTERNAL REVIEW: \_\_\_\_\_ DATE \_\_\_\_\_  
 CO-CONSTRUCTION SIGNATURE \_\_\_\_\_  
 RF SIGNATURE \_\_\_\_\_  
 FACILITY SIGNATURE \_\_\_\_\_  
 BEN LESSEE SIGNATURE \_\_\_\_\_  
 PLANS PREPARED BY \_\_\_\_\_

**young design corp**  
 architecture / project management  
 13445 E. Van Verde, Suite 100, AZ 85258  
 PH: 480 451 8009 FAX: 480 451 9008  
 contact@youngdesign.com

THE DESIGN IS THE PROPERTY OF YOUNG DESIGN CORP. NO PART OF THIS DESIGN MAY BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF YOUNG DESIGN CORPORATION.

APPROVED FOR CONSTRUCTION  
 BY: [Stamp]  
 DATE: 5/2/2015

DATE: 5/2/2015 DESCRIPTION: SUBMITTAL

ARCHITECT'S JOB #10 YDC-6042



PROJECT INFORMATION  
**PHO\_MICHIGAN**  
 5200 W LINDEN HILLS DRIVE  
 GLENDALE, ARIZONA, 85309

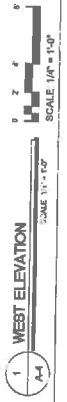
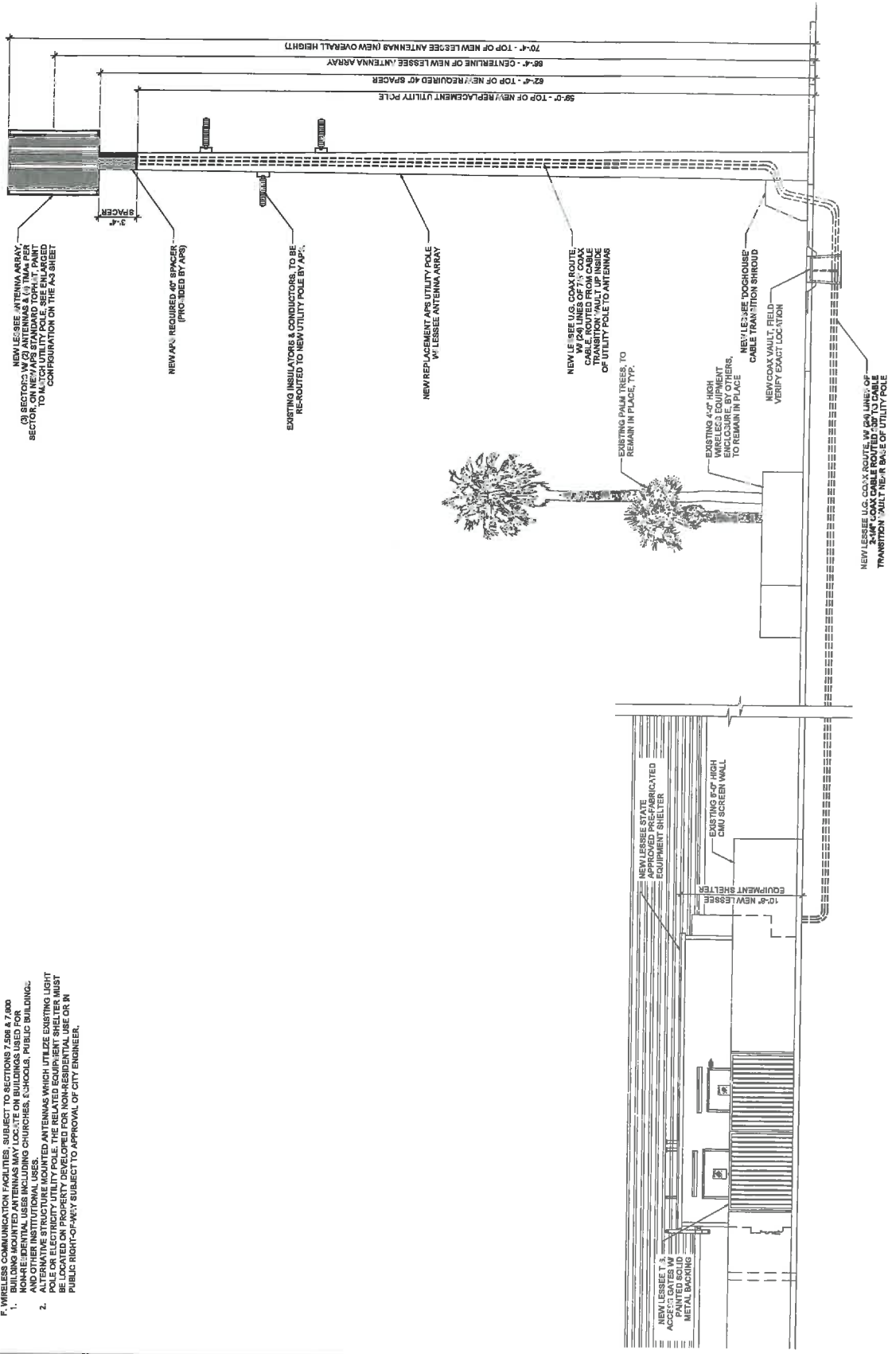
SHEET TITLE  
**ELEVATION**




JURISDICTION APPROVAL \_\_\_\_\_

SHEET NUMBER  
**A-4**

SECTION 5.200 SUBURBAN RESIDENTIAL  
 SR-30, SR-17, SR-12 - SUBURBAN RESIDENCE,  
 5200 USES SUBJECT TO CONDITION:  
 1. BUILDING MOUNTED FACILITIES, SUBJECT TO SECTIONS 7.506 & 7.600  
 AND OTHER INSTITUTIONAL USES INCLUDING CHURCHES, SCHOOLS, PUBLIC BUILDING,  
 AND OTHER INSTITUTIONAL USES.  
 2. POLE ON LIVE STRUCTURE MOUNTED ANTENNAS WHICH UTILIZE EXISTING LIGHT  
 POLE ON LIVE STRUCTURE MOUNTED ANTENNAS WHICH UTILIZE EXISTING LIGHT  
 POLE ON LIVE STRUCTURE MOUNTED ANTENNAS WHICH UTILIZE EXISTING LIGHT  
 POLE ON LIVE STRUCTURE MOUNTED ANTENNAS WHICH UTILIZE EXISTING LIGHT  
 PUBLIC RIGHT-OF-WAY SUBJECT TO APPROVAL OF CITY ENGINEER.

 <p>126 W. GEMINI DR. TEMPE, AZ 85283</p>		<p>DATE</p> <p>CONSTRUCTION SIGNATURE</p> <p>RF SIGNATURE</p> <p>FACILITIES SIGNATURE</p> <p>REAL ESTATE SIGNATURE</p> <p>PLANS PREPARED BY</p>
 <p>young design corp          architecture / project management          10249 E. Via Linda, Suite 400, AZ 85238          ph: 480 451 8808 fax: 480 451 8808          ceo@youngdesign.com          corporate@youngdesign.com</p>		<p>PHO_MICHIGAN</p> <p>5300 W. UNION HILLS DRIVE GLENDALE, ARIZONA, 85308</p>
<p>PROJECT INFORMATION</p> <p>ARCHITECT'S JOB NO. YDC-6042</p>		<p>SHEET TITLE</p> <p>ELEVATION</p> <p>JURISDICTION APPROVAL</p>
<p>DATE</p> <p>5/17/2013</p> <p>DESCRIPTION</p> <p>SUBMITTAL</p>		<p>SHEET NUMBER</p> <p>A-5</p>



 <p><b>verizon wireless</b> 126 W. GEMINI DR. TEMPE, AZ 85283</p>	CLIENT
	DATE
INTERNAL REVIEW	DATE
CONSTRUCTION SIGNATURE	DATE
RF SIGNATURE	DATE
FACILITIES SIGNATURE	DATE
REAL ESTATE SIGNATURE	DATE
 <p><b>A design corp</b> 10245 E. Via Linda, Scottsdale, AZ 85258 PH: 480 351 8888 FAX: 480 351 8638 www.adesigncorp.com</p>	<p>THIS DRAWING IS THE PROPERTY OF A DESIGN CORP. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREON. NO PART OF THIS DRAWING IS TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, WITHOUT THE WRITTEN PERMISSION OF A DESIGN CORP.</p>
 <p>Y. J. JUNG REGISTERED PROFESSIONAL ENGINEER NO. 100000000 STATE OF ARIZONA EXPIRES 12/31/2015</p>	<p>DATE: 3/9/2015 DESCRIPTION: SUBMITTAL</p>
ARCHITECT: JCS NO. YDC-8042	PROJECT INFORMATION
PHO_MICHIGAN	
5330W LINN HILLS DRIVE GLENNDALE, ARIZONA, 85308	
SITE DETAILS	
JURISDICTION: APPROVAL	
SHEET NUMBER	A-6



**MASONRY CONTROL JOINT**

NOTE:  
1. CONTROL JOINTS AT MAXIMUM OF 24' O.C. (STRAIGHT RUN)  
2. JOINT SHALL BE CONTINUOUS WITHOUT INTERRUPTION FROM TOP OF FOOTING TO TOP OF WALL, TYP.  
3. CONTROL JOINTS SHALL BE SPACED AS SHOWN IN SECTIONING W/2" HOOKS AT EACH SIDE OF JOINT  
4. HORIZONTAL REINFORCEMENT SHALL BE TERMINATED WITH HOOKS AT EACH SIDE OF JOINT



**EMERGENCY PLAQUE DETAIL**

NOTE:  
ALL FACILITY PLAQUES TO BE MOUNTED AT 5'-0" A.F.F.  
3/4" WIDE, 1/4" HIGH SIGN WITH 1/4" HIGH BY 1/4" CENTER ON WHITE BACKGROUND.

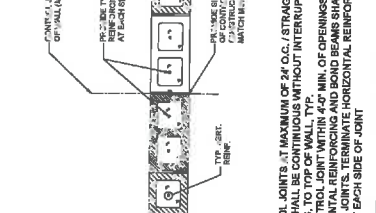
**VERIZON WIRELESS TELECOMMUNICATIONS SITE**  
126 W. GEMINI DRIVE  
TEMPE, AZ, 85283  
IN CASE OF EMERGENCY CALL  
800-264-6620



**FIBER TRENCH DETAIL**

NOTE:  
1. PROVIDE PROPER BENDING RADIUS FOR CONDUITS AS REQUIRED BY THE COAXIAL CABLE MFR.  
2. LEAN CONCRETE W/ REINFORCED TOP MAY BE USED IN PLACE OF COMPACTED SAND.

Labels in diagram:  
TRENCH  
FINISHED GRADE, OR PAVING  
MATCH SLOPE AND FINISH OF EXISTING  
CAUTIONARY TYP  
COMPACTED BACKFILL W/ APPROVED NATIVE OR IMPORTED SOIL (SEE NOTE 2)  
COMPACTED SAND BED (SEE NOTE 2)  
COAX CONDUIT, (6) 6" OR 4" SCHEDULE 40 PAC CONDUITS.  
8" MIN. (TYP.)  
2" MIN. HORIZ. & VERT.

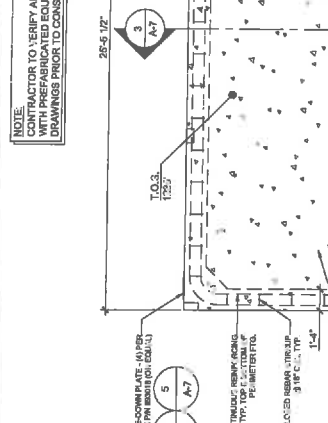


**MASONRY SITE WALL DETAIL**

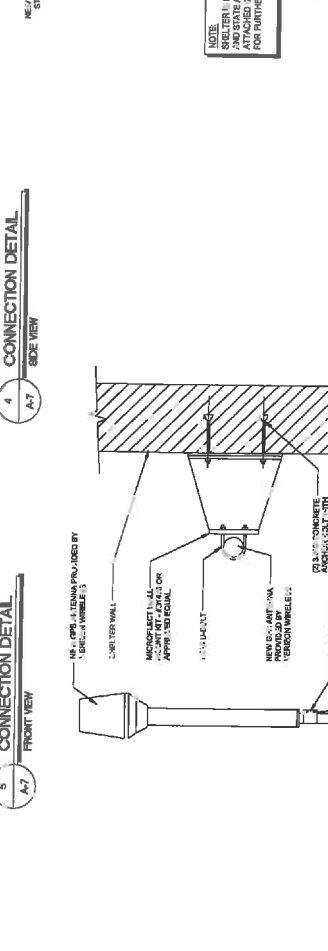
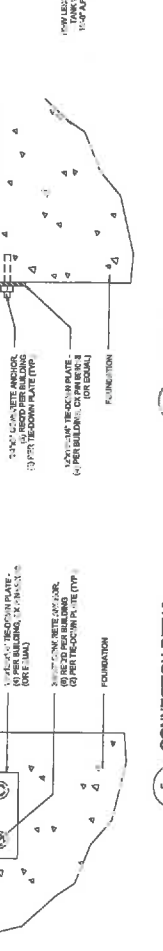
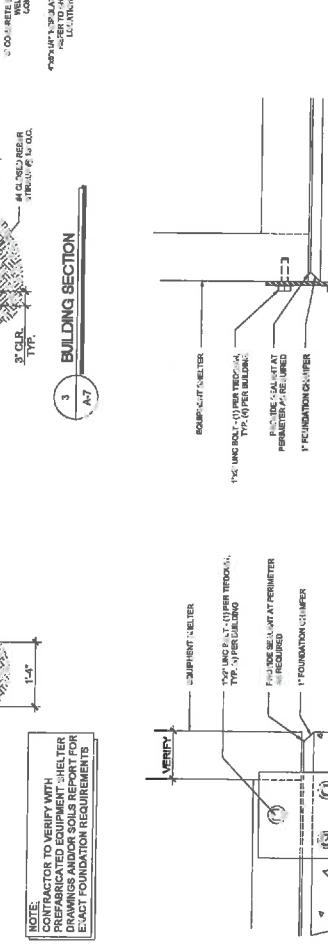
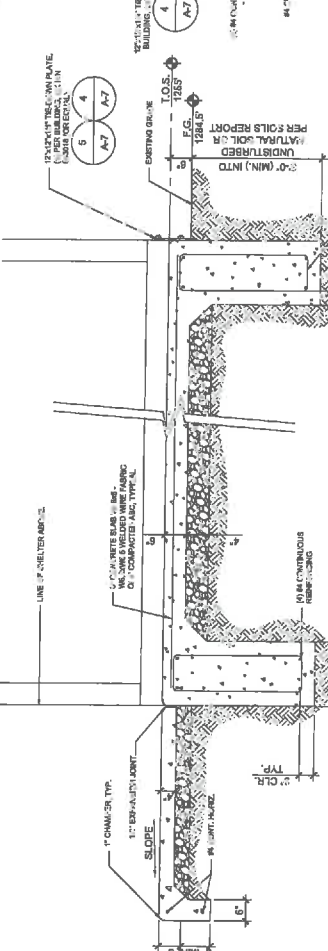
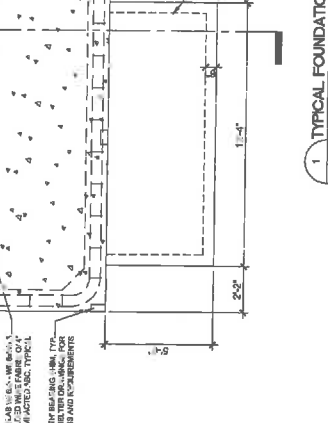
NOTE: ANY WALL LENGTH GREATER THAN 24'-0" AND LESS THAN 48'-0" SHALL HAVE A CONTROL JOINT AT ITS MID-POINT. CONTROL JOINTS SHALL BE SPACED AT NO MORE THAN 24'-0" O.C.

NOT USED	2	NOT USED	5	NOT USED	8
NOT USED	3	NOT USED	6	NOT USED	9
NOT USED	4	NOT USED	7	NOT USED	10

**NOTE:**  
 CONTRACTOR TO VERIFY ALL REQUIREMENTS WITH PREFABRICATED EQUIPMENT MANUFACTURER DRAWINGS PRIOR TO CONSTRUCTION.



**NOTE:**  
 CONTRACTOR TO VERIFY WITH PREFABRICATED EQUIPMENT MANUFACTURER DRAWINGS FOR EXACT LOCATION OF SHELTER TELEPHONE LOCATIONS.



**NOTE:**  
 CONTRACTOR TO VERIFY WITH PREFABRICATED EQUIPMENT MANUFACTURER DRAWINGS FOR EXACT FOUNDATION REQUIREMENTS.

**NOTE:**  
 CONTRACTOR TO VERIFY WITH PREFABRICATED EQUIPMENT MANUFACTURER DRAWINGS FOR EXACT LOCATION OF SHELTER TELEPHONE LOCATIONS.

**NOTE:**  
 CONTRACTOR TO VERIFY WITH PREFABRICATED EQUIPMENT MANUFACTURER DRAWINGS FOR EXACT LOCATION OF SHELTER TELEPHONE LOCATIONS.

**NOTE:**  
 CONTRACTOR TO VERIFY WITH PREFABRICATED EQUIPMENT MANUFACTURER DRAWINGS FOR EXACT LOCATION OF SHELTER TELEPHONE LOCATIONS.

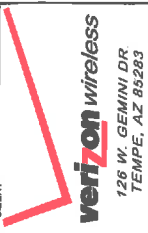
**NOTE:**  
 CONTRACTOR TO VERIFY WITH PREFABRICATED EQUIPMENT MANUFACTURER DRAWINGS FOR EXACT LOCATION OF SHELTER TELEPHONE LOCATIONS.

**NOTE:**  
 CONTRACTOR TO VERIFY WITH PREFABRICATED EQUIPMENT MANUFACTURER DRAWINGS FOR EXACT LOCATION OF SHELTER TELEPHONE LOCATIONS.

**NOTE:**  
 CONTRACTOR TO VERIFY WITH PREFABRICATED EQUIPMENT MANUFACTURER DRAWINGS FOR EXACT LOCATION OF SHELTER TELEPHONE LOCATIONS.



CUSTOMER



126 W. GEMINI DR  
TEMPE, AZ 85283

DATE

INTERNAL REVIEW

CONSTRUCTION SIGNATURE

RF SIGNATURE

FACILITIES SIGNATURE

REAL ESTATE SIGNATURE

PLANS PREPARED BY

VAN BERUM & FRANK CONSULTANTS, INC.  
CONSULTING ENGINEERS  
11111 North 24th Avenue, Suite 1000, Phoenix, AZ 85021  
Tel: 480.944.1111 Fax: 480.944.1112  
www.vanberum.com

SEAL



NO. DATE DESCRIPTION SUBMITTALS

1 6/14/2011

ARCHITECTS JOB NO. YDC-06042

PROJECT INFORMATION

PHO\_MICHIGAN

5330 W. LINCOLN HILLS DRIVE  
GLENDALE, ARIZONA 85308

SHEET TITLE  
POWER PLAN

JURISDICTION APPROVAL

SHEET NUMBER  
E-2

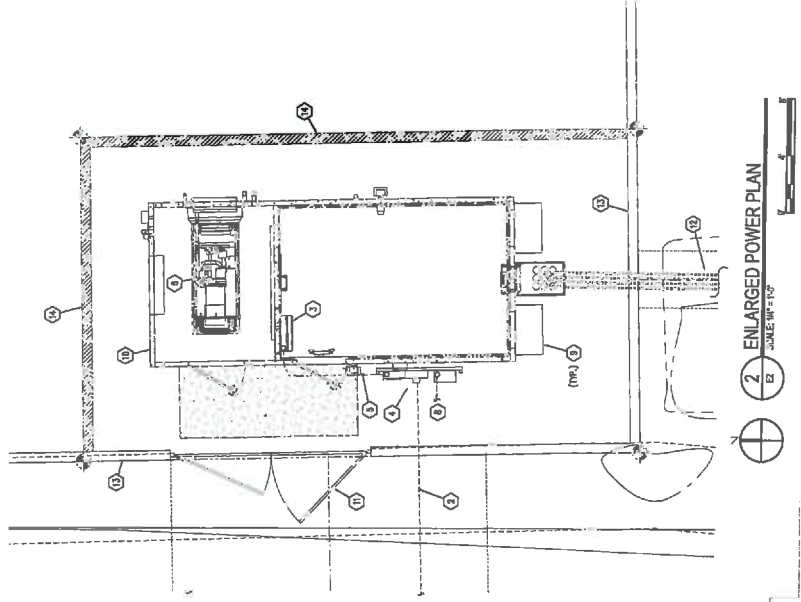
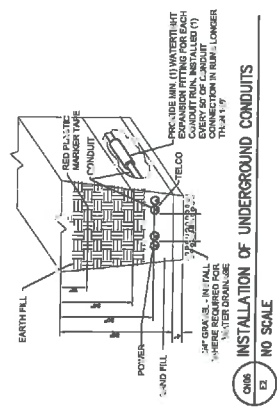
KEYED NOTES

1. EXISTING TO UTILITY PULL WITH 480 VOLT TRANSFORMER TO REMAIN IN PLACE (POWER SERVICE)
2. PROVIDE NEW 2-1/2" UNDERGROUND CONDUIT WITH 3" RADIUS AND 18" MINIMUM COVER FROM ANY POWER POLE TO NEW SERVICE POINT. PROVIDE 18" MINIMUM COVER FROM TRAFFIC TO NEW PULL BOXES AS REQUIRED.
3. NEW 500 AMP, 480V, 1 PHASE, 3 WIRE, 3 POLE WITH PANEL, 120/208V, 3 PHASE, 4 WIRE, 3 POLE WITH PANEL. PROVIDE 18" MINIMUM COVER FROM ANY POWER POLE TO NEW SERVICE POINT. PROVIDE 18" MINIMUM COVER FROM TRAFFIC TO NEW PULL BOXES AS REQUIRED.
4. PROVIDE NEW 2-1/2" UNDERGROUND CONDUIT WITH 3" RADIUS AND 18" MINIMUM COVER FROM ANY POWER POLE TO NEW SERVICE POINT. PROVIDE 18" MINIMUM COVER FROM TRAFFIC TO NEW PULL BOXES AS REQUIRED.
5. PROVIDE NEW 2-1/2" UNDERGROUND CONDUIT WITH 3" RADIUS AND 18" MINIMUM COVER FROM ANY POWER POLE TO NEW SERVICE POINT. PROVIDE 18" MINIMUM COVER FROM TRAFFIC TO NEW PULL BOXES AS REQUIRED.
6. NEW LINES TO BE INSTALLED WITH 18" MINIMUM COVER FROM ANY POWER POLE TO NEW SERVICE POINT. PROVIDE 18" MINIMUM COVER FROM TRAFFIC TO NEW PULL BOXES AS REQUIRED.
7. PROVIDE NEW 2-1/2" UNDERGROUND CONDUIT WITH 3" RADIUS AND 18" MINIMUM COVER FROM ANY POWER POLE TO NEW SERVICE POINT. PROVIDE 18" MINIMUM COVER FROM TRAFFIC TO NEW PULL BOXES AS REQUIRED.
8. PROVIDE NEW 2-1/2" UNDERGROUND CONDUIT WITH 3" RADIUS AND 18" MINIMUM COVER FROM ANY POWER POLE TO NEW SERVICE POINT. PROVIDE 18" MINIMUM COVER FROM TRAFFIC TO NEW PULL BOXES AS REQUIRED.
9. PROVIDE NEW 2-1/2" UNDERGROUND CONDUIT WITH 3" RADIUS AND 18" MINIMUM COVER FROM ANY POWER POLE TO NEW SERVICE POINT. PROVIDE 18" MINIMUM COVER FROM TRAFFIC TO NEW PULL BOXES AS REQUIRED.
10. PROVIDE NEW 2-1/2" UNDERGROUND CONDUIT WITH 3" RADIUS AND 18" MINIMUM COVER FROM ANY POWER POLE TO NEW SERVICE POINT. PROVIDE 18" MINIMUM COVER FROM TRAFFIC TO NEW PULL BOXES AS REQUIRED.
11. NEW 1/2" UNDERGROUND CONDUIT WITH 3" RADIUS AND 18" MINIMUM COVER FROM ANY POWER POLE TO NEW SERVICE POINT. PROVIDE 18" MINIMUM COVER FROM TRAFFIC TO NEW PULL BOXES AS REQUIRED.
12. PROVIDE NEW 2-1/2" UNDERGROUND CONDUIT WITH 3" RADIUS AND 18" MINIMUM COVER FROM ANY POWER POLE TO NEW SERVICE POINT. PROVIDE 18" MINIMUM COVER FROM TRAFFIC TO NEW PULL BOXES AS REQUIRED.
13. EXISTING CONDUIT SHALL TO REMAIN IN PLACE.
14. NEW 1/2" UNDERGROUND CONDUIT WITH 3" RADIUS AND 18" MINIMUM COVER FROM ANY POWER POLE TO NEW SERVICE POINT. PROVIDE 18" MINIMUM COVER FROM TRAFFIC TO NEW PULL BOXES AS REQUIRED.
15. EXISTING WALKWAY TO REMAIN.
16. EXISTING CHAIN LINK FENCE TO REMAIN IN PLACE.
17. EXISTING FIBER OPTIC UNDERGROUND LINES TO REMAIN IN PLACE.
18. EXISTING FIBER OPTIC UNDERGROUND LINES TO REMAIN IN PLACE (TYPE OF ?)
19. PROVIDE NEW 1/2" UNDERGROUND CONDUIT WITH 3" RADIUS AND 18" MINIMUM COVER FROM ANY POWER POLE TO NEW SERVICE POINT. PROVIDE 18" MINIMUM COVER FROM TRAFFIC TO NEW PULL BOXES AS REQUIRED.
20. PROVIDE NEW 1/2" UNDERGROUND CONDUIT WITH 3" RADIUS AND 18" MINIMUM COVER FROM ANY POWER POLE TO NEW SERVICE POINT. PROVIDE 18" MINIMUM COVER FROM TRAFFIC TO NEW PULL BOXES AS REQUIRED.
21. PROVIDE NEW 1/2" UNDERGROUND CONDUIT WITH 3" RADIUS AND 18" MINIMUM COVER FROM ANY POWER POLE TO NEW SERVICE POINT. PROVIDE 18" MINIMUM COVER FROM TRAFFIC TO NEW PULL BOXES AS REQUIRED.
22. EXISTING UTILITY POLE TO BE REMOVED.

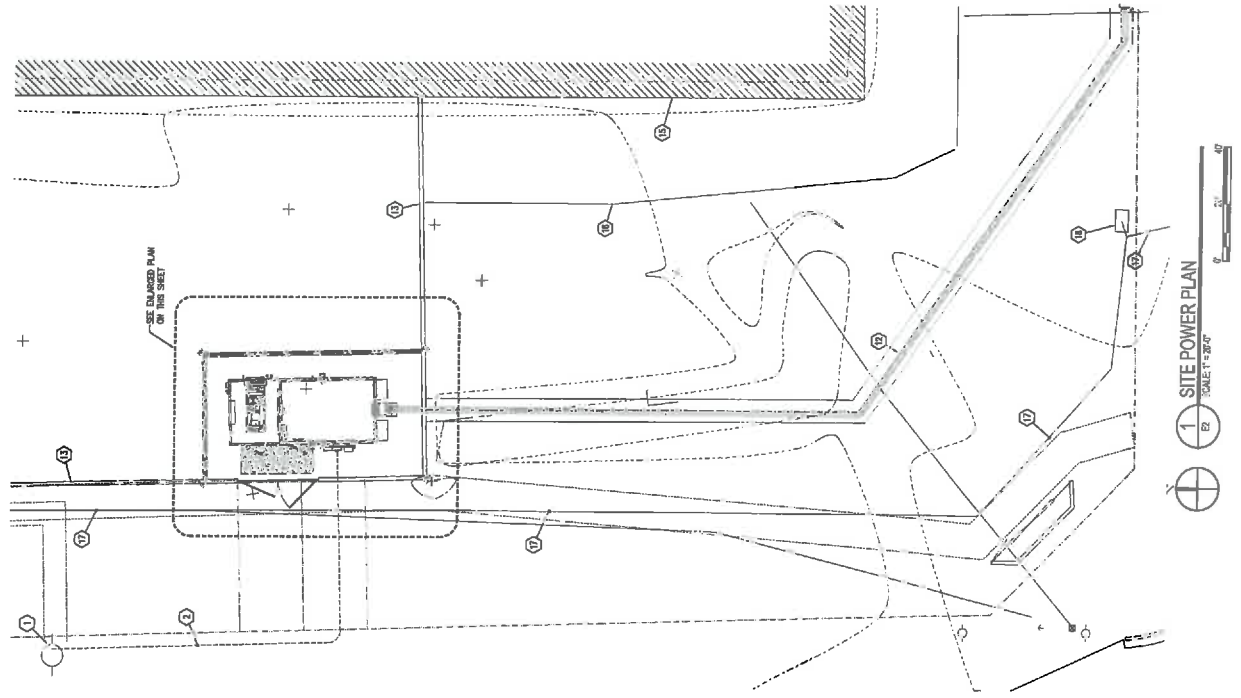
GENERAL NOTES

1. ELECTRICAL CONTRACTOR TO COORDINATE WITH MECHANICAL CONTRACTOR FOR ALL EXISTING EQUIPMENT AND PROVIDE ALL CONDUITS, WIRING AND SERVICES AS REQUIRED.
2. ELECTRICAL CONTRACTOR TO FIELD VERIFY ALL EXISTING CONDUITS, WIRING AND SERVICES AS REQUIRED. PROVIDE NECESSARY MATERIAL FOR A COMPLETE INSTALLATION.
3. PROVIDE A RED OR LARGER COLORED TRACED WIRE TO BE ATTACHED TO THE WIRE-METAL CABLE PIPE OR CONDUIT AT 6" ON CENTER. IT SHALL HAVE AN AMBER ORANGE TERMINATION FOR ARIZONA STATE STATUTE.
4. BLUE STAKE AREA PRIOR TO BEGINNING WORK.

PHONE CALL OR VISIT  
 ADDRESS: 11111 NORTH 24TH AVENUE, SUITE 1000, PHOENIX, AZ 85021  
 TEL: 480.944.1111 FAX: 480.944.1112  
 WWW.VANBERUM.COM



2 ENLARGED POWER PLAN  
SCALE 1/2" = 1'-0"



1 SITE POWER PLAN  
SCALE 1/4" = 1'-0"

PHONE CALL OR VISIT  
 ADDRESS: 11111 NORTH 24TH AVENUE, SUITE 1000, PHOENIX, AZ 85021  
 TEL: 480.944.1111 FAX: 480.944.1112  
 WWW.VANBERUM.COM





STANDARDIZED FEES FOR WIRELESS COMMUNICATION SITE LICENSE AGREEMENTS

CATEGORY	DESCRIPTION	FEE RANGE
A	Utility company owned transmission poles (i.e. SRP, APS) within public right-of-way and require minimal space for additional facilities or enclosures. There are currently twelve sites within this category.	\$10,000-\$15,000
B	City owned traffic signal poles within public right-of-way and require minimal space for additional facilities or enclosures. There are currently two sites within this category.	\$13,000-\$18,000
C	City parks; wireless facilities are placed on existing field light poles, mono poles, or mono palm trees. Additional space required for equipment and enclosures. There are currently three sites within this category.	\$35,000-\$40,000
D	Other City owned property; wireless facilities are placed on existing flag poles, mono poles, or mono palm trees. Additional space required for equipment and enclosures. There are currently three sites within this category.	\$25,000-\$35,000



## Legislation Description

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**File #: 15-579, Version: 1**

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**AUTHORIZATION TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT FOR JOINT LEGAL REPRESENTATION IN THE WHITE MOUNTAIN APACHE TRIBE WATER SETTLEMENT**

Staff Contact: Michael D. Bailey, City Attorney

**Purpose and Recommended Action**

This is a request for Council to waive reading beyond the title and adopt a resolution authorizing the Acting City Manager to enter into an intergovernmental agreement with the Cities of Avondale, Chandler and Scottsdale for joint legal representation regarding the settlement of water rights claims by the Water Mountain Apache Tribe (WMAT).

**Background**

On February 12, 2013, the City Council approved the Amended and Restated White Mountain Apache Tribe Water Rights Quantification Agreement, including a Lease Agreement for the Tribe's Central Arizona Project (CAP) water.

The agreements are the culmination of settlement talks with the WMAT and others dating back to 2004. For 10 years, Glendale has been actively involved in negotiations with the United States Bureau of Reclamation, the State of Arizona, the Salt River Project Agriculture Improvement and Power District, the Salt River Valley Water Users' Association, the Roosevelt Water Conservation District, the cities and towns of Avondale, Gilbert, Mesa, Peoria, Phoenix, Scottsdale, Show Low, Tempe and Gilbert, the Buckeye Irrigation Company, the Buckeye Water Conservation District to resolve long-standing water rights claims to the Salt River by the WMAT.

Since 2008, the cities of Avondale, Chandler, Glendale and Scottsdale have jointly retained the services of Engelman Berger, P.C. to negotiate and resolve the WMAT's Salt River watershed claims.

**Analysis**

Staff recommends approval of this request. While the Amended and Restated White Mountain Apache Tribe Water Rights Quantification Agreement and Lease Agreement has been signed and executed by all parties, additional legal work is required before the Agreements become enforceable.

The cities have benefitted from this joint representation by outside counsel. Over the past few years, Engelman Berger, P.C. has been successful in meeting with other parties in order to present a uniform settlement approach and draft settlement documents consistent with the cities' respective interests. As the settlement moves forward through the Superior Court approval process, continued joint representation by Engelman Berger, P.C., will be critical to successful conclusion of all actions required for the Settlement.

**Previous Related Council Action**

On December 10, 2013, Council adopted Resolution No. 4752, New Series, approving and authorizing the entering into an intergovernmental agreement and contract for legal services relating to the settlement of the White Mountain Apache Tribe water rights claims.

On February 26, 2013, Council adopted Resolution No. 4647, New Series, approving and authorizing a renewal and extension of an intergovernmental agreement and contract for legal services relating to the settlement of the White Mountain Apache Tribe water rights claims.

On February 12, 2013, Council adopted Resolution No. 4642, New Series, approving and authorizing the amended and Restated White Mountain Apache Tribe Water Rights Quantification Agreement and all associated exhibits, including the 100-year lease of CAP water by Glendale.

At the February 5, 2013, Workshop, Council reviewed a presentation regarding minor revisions made to the WMAT agreements to conform them with federal legislation settling the Tribe’s water rights claim.

On February 24, 2009, Council adopted Resolution No. 4235, New Series, approving and authorizing the White Mountain Apache Tribe Water Rights Quantification Agreement and all associated exhibits, including the 100-year lease of CAP water by Glendale.

**Community Benefit/Public Involvement**

The 2012 Ad Hoc Citizen Task Force on Water and Sewer was briefed on the City’s water resources and had two recommendations related to the White Mountain Apache Tribe agreements. The Task Force recommended the City should ensure it has a safe and reliable water supply to meet current and future demand and safeguard water resources sustainability. The Task Force also recommended the City should continue to seek opportunities to acquire additional water resources, such as the 100-year lease agreement pursuant to the 2009 White Mountain Apache Tribe Settlement.

**Budget and Financial Impacts**

The cost of representation in the WMAT water rights issues is equally shared by the four cities. Glendale is responsible for responsible for twenty-five percent (25%), an amount not to exceed \$20,000 per year for the services rendered under the proposed contract.

<b>Cost</b>	<b>Fund-Department-Account</b>
<b>\$20,000</b>	<b>2360-17110-518200, Utilities Administration</b>

Capital Expense? No

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

RESOLUTION NO. 5017 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF AN INTERGOVERNMENTAL AGREEMENT AND CONTRACT FOR LEGAL SERVICES WITH THE CITIES OF AVONDALE, CHANDLER, AND SCOTTSDALE RELATING TO JOINT LEGAL REPRESENTATION IN THE SETTLEMENT EFFORTS RELATING TO WATER RIGHTS CLAIMS BY THE WHITE MOUNTAIN APACHE TRIBE.

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

SECTION 1. That it is deemed in the best interest of the City of Glendale and the citizens thereof that an Intergovernmental Agreement and Contract for Legal Services with the cities of Avondale, Chandler and Scottsdale relating to joint legal representation in the settlement efforts relating to the water rights claims by the White Mountain Apache Tribe be entered into, which agreement and contract are now on file in the office of the City Clerk of the City of Glendale.

SECTION 2. That the City Manager or designee and the City Clerk be authorized and directed to execute and deliver any and all necessary documents on behalf of the City of Glendale.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this \_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
MAYOR

ATTEST:

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

APPROVED AS TO FORM:

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

REVIEWED BY:

\_\_\_\_\_  
Acting City Manager

RESOLUTION NO. 5018 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE DIRECTING AND ENTERING INTO OF AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF PEORIA FOR THE EXPANSION OF THE PYRAMID PEAK WATER TREATMENT FACILITY.

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

SECTION 1. That it is deemed in the best interest of the City of Glendale and the citizens thereof that the Intergovernmental Agreement between the City of Glendale and the City of Peoria for the expansion of the Pyramid Peak Water Treatment Facility be entered into, which agreement is now on file in the office of the City Clerk of the City of Glendale.

SECTION 2. That the City Manager or designee and the City Clerk be authorized and directed to execute and deliver any and all necessary documents on behalf of the City of Glendale.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this \_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
MAYOR

ATTEST:

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

APPROVED AS TO FORM:

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

REVIEWED BY:

\_\_\_\_\_  
Acting City Manager

## CONTRACT FOR LEGAL SERVICES

This Contract for Legal Services (“Contract”) is made to be effective this 1<sup>st</sup> day of July, 2015 (the “Effective Date”), by, between and among the Cities of Avondale, Chandler, Glendale, and Scottsdale, municipal corporations, hereafter collectively referred to as the “Cities,” and the law firm of Engelman Berger, P.C., hereinafter referred to as “Counsel”.

NOW, THEREFORE, for and in consideration of the financial accommodations and other terms and conditions of this Contract, the parties hereto agree as follows:

1. Scope of Services. Counsel agrees to represent the Cities in settlement activities relating to the water rights claims of the White Mountain Apache Tribe and the settlement of such possible claims (“Settlement Activities”). This representation shall be in accordance with the terms and conditions of this Contract and direction provided by attorneys employed by the Cities (“City Attorneys”).

- 1.1. Counsel agrees to perform services specified in this Contract. Counsel shall not be required to perform additional services under this Contract and may terminate this Contract if the amount of services and costs has reached the maximum limit as provided in Section 3 of this Contract and no mutually satisfactory arrangements have been made to increase that limit.
- 1.2. Counsel agrees to represent the Cities in Settlement Activities. For purposes of this Contract, “Settlement Activities” shall mean any of the following:
  - 1.2.1. A settlement conference conducted by the court, special master, mediator, arbitrator, or other designated persons;
  - 1.2.2. A meeting in which some or all of the parties to the Gila River General Stream Adjudication are invited to discuss settlement of the White Mountain Apache Tribe Claims;
  - 1.2.3. A document distributed to some or all of the parties to the Gila River General Stream Adjudication that sets out principles or specific provisions addressing settlement of any litigation related to or settlement of the White Mountain Apache Tribe’s water rights;
  - 1.2.4. Any proceedings or activities that relate to the process for court approval or enactment of federal or state legislation relating to the settlement of the White Mountain Apache Tribe water rights claims or allocation of Central Arizona Project water to the Tribe by the Secretary of Interior.
  - 1.2.5. Any activity required that is a condition for one or more of the Cities to receive water that is provided to such Cities under a Settlement Agreement relating to the White Mountain Apache Tribe water rights claims.
  - 1.2.6. Any other activity that relates to possible settlement of the White Mountain Apache Tribe claims if Counsel obtains prior approval to participate in such

activity from each designated City Representative.

- 1.3. Counsel shall meet with appropriate Representatives of the Cities, collectively and individually, as necessary to discuss and evaluate Settlement Activities.
- 1.4. Each City shall provide Counsel information as necessary to assist Counsel in its representation of the Cities in Settlement Activities.
- 1.5. Each City shall designate one Representative for Counsel to keep informed of Settlement Activities. No major decision regarding the resolution of Settlement Activities shall be made without the prior approval of each designated City Representative. All offers of compromise made by any party shall be promptly transmitted to each designated City Representative. Each City will be responsible for obtaining proper authority to accept a compromise or for obtaining authority to enter a counter-offer.

2. Term of Contract. Unless terminated or extended as provided herein, the term of this Contract shall expire on July 1, 2016; provided this Contract may be renewed for additional one (1) year periods upon the approval of the respective City Attorneys.

3. Case Budget; Authorized Expenditures. The Cities agree to pay Counsel for Settlement Activity services rendered pursuant to Subsection 1.2 of this Contract according to the hourly rates and expenses set forth in Exhibit A, with each City paying its allocation pursuant to the percentage divisions identified in Section 4 of this Contract. The total collective costs to the Cities for all attorneys' fees rendered under this Contract, including all expenses of any description, shall not exceed \$80,000.00.

- 3.1. The hourly rates for Counsel shall be inclusive of word processing services, clerical overtime and all other overhead expenses of Counsel which shall not be separately itemized and billed to the City; provided, that the expenses identified in Exhibit "A" shall be separately itemized and billed to the City.
- 3.2. Photocopying charges shall not exceed 15 cents per page.
- 3.3. Any expense to the Cities not expressly authorized in the text or by an exhibit to this Contract may be included in a billing of Counsel only if the expense was reasonably incurred in the performance of services under this Contract and is billed on an actual out-of-pocket cost basis to Counsel.

4. Payment for Services; Billing Format. Counsel shall prepare and distribute to the Cities a monthly billing for services rendered under this Contract.

- 4.1. The monthly billing shall consist of one, aggregate billing for all services furnished to the Cities under this Contract.
- 4.2. Counsel shall indicate clearly on each bill the allocated portion to be paid separately by each City.

4.3. City allocations shall represent a one-fourth percentage division of the total bill. In order to limit total collective costs to no more than \$80,000.00 and also to divide equally the costs among the Cities, each City's percentage of costs was rounded to twenty-five (25) percent. Percentage allocations are as follows:

		<u>%</u>		<u>\$</u>
Avondale	=	25%	=	\$20,000.00
Chandler	=	25%	=	\$20,000.00
Glendale	=	25%	=	\$20,000.00
<u>Scottsdale</u>	=	<u>25%</u>	=	<u>\$20,000.00</u>
Total	=	100%	=	\$80,000.00

4.4. Within thirty (30) days of receipt of each monthly bill, each City shall remit to Counsel its allocated portion of the aggregate monthly billing.

4.5. Monthly billings shall clearly indicate time spent on tasks in increments of tenths of hours and the name or initials of the person(s) performing each task. Words in billing statements such as "analysis," "conference," "research" or "case preparation" shall only be used if supplemented by descriptions of specific topics or issues germane to the Scope of Services.

4.6. All billings of Counsel shall be subject to audit by the Cities. Counsel shall maintain during the term of this Contract, and for two (2) years thereafter, all books, documents, papers, accounting records and other evidence pertaining to time billed and costs incurred on behalf of the Cities pursuant to this Contract and shall make such materials available to the Cities upon request at Counsel's offices during normal business hours. The Cities shall give Counsel reasonable notice for Counsel to assemble such billing records.

5. Lead Attorney. William H. Anger shall serve as Lead Attorney to the Cities. Counsel shall not substitute another Lead Attorney to the Cities without the prior written consent of the Cities.

6. Subcontracting, Assignment, Experts. Services covered by this Contract shall not be assigned or subcontracted, in whole or in part, without the prior written consent of the City Attorneys. Technical experts shall not be retained by Counsel at the expense of the Cities without prior written consent of the City Attorneys.

7. Insurance, Indemnification. Counsel shall secure and maintain during the life of this Contract a Certificate of Insurance evidencing that Counsel carries Errors and Omissions Professional Liability Insurance with limits no less than \$1,000,000.00. Insurance evidenced by this certificate shall not expire, be canceled, or materially changed without fifteen (15) days prior written notice to the Cities.

8. Independent Contractor. The services provided by Counsel under this Contract are those of an independent contractor, not an employee.



9. Termination Under A.R.S. § 38-511. In accordance with A.R.S. § 38-511, the Cities may cancel any contract or agreement, without penalty or obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the Cities' departments or creating the contract on behalf of the Cities' departments or agencies is, at any time while the contract or any extension of contract is in effect, an employee of any other party of the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract. The cancellation shall be effective when written notice from the Cities is received by all other parties to the contract, unless the notice specifies a later time.

10. Common Interests and Conflicts of Interest. The Cities have decided upon joint representation in order to achieve economies of scale and to maximize the effectiveness of all the Cities represented by Counsel in Settlement Activities relating to White Mountain Apache Tribe's water rights claims. Counsel is directed to seek strategies and positions in Settlement Activities relating to White Mountain Apache Tribe's water rights claims that advance the common interests of the Cities. However, the Cities also recognize that from time to time issues may arise in Settlement Activities relating to the White Mountain Apache Tribe's water rights claims and as to which the Cities may have diverse, incompatible or conflicting interests. Accordingly, the Cities agree:

- 10.1. That Counsel shall fully and timely inform and explain to all Cities the factual and legal basis for each conflict of interest among the Cities which Counsel perceives as a result of the performance of its duties under this Contract respecting issues raised in Settlement Activities or litigation relating to the settlement of the White Mountain Apache Tribe's water rights claims; and
- 10.2. That the Cities shall disclose to Counsel perceived or known conflicts of interest among the Cities respecting issues raised in Settlement Activities or litigation relating to the White Mountain Apache Tribe's water rights.
- 10.3. In the event the Cities, with Counsel's assistance, are unable to resolve a conflict of interest among them, such conflicts shall be dealt with in accordance with the Supreme Court's Rules of Professional Conduct; provided, however, this Contract shall be construed to confer upon each City and upon Counsel a direct obligation to negotiate in good faith in an attempt to resolve such concerns in order to allow Counsel to continue to represent the remaining Cities in situations where the rules would require Counsel to cease representing one or more of the Cities.
- 10.4. Each City is entitled to actively participate on issues in Settlement Activities or litigation relating to the White Mountain Apache Tribe's water rights claims and consistent with the Supreme Court's Rules of Professional Conduct.
- 10.5. For convenience or cause other than a conflict of interest among the Cities, the Cities may withdraw from future obligations under their Contract with Counsel upon written notice to Counsel; provided, however, Counsel's Contract will remain in full force and effect as to the remaining Cities. Additionally, the percentage division and allocation of the total bill for the remaining cities as outlined in Paragraph 4.3 shall be increased to make up for the loss of the withdrawing City. The withdrawing Cities shall pay Counsel for their proportionate share of all legal services and

expenses incurred up to the date of withdrawal. If requested by the withdrawing city, Counsel shall provide the withdrawing city, within thirty (30) days a copy of Counsel's file provided that the withdrawing city shall pay Counsel for the photocopy charges incurred in copying said file. In the event the withdrawal of one or more Cities raises issues regarding use by Counsel for the remaining Cities of confidential or privileged information, such conflict shall be dealt with in accordance with the Supreme Court's Rules of Professional Conduct; provided however this contract shall be construed to confer upon such City and upon Counsel a direct obligation to negotiate in good faith in an attempt to resolve such concerns in order to allow Counsel to continue to represent the remaining Cities in situations where the rules would require Counsel to cease representing one or more of the Cities.

- 10.6. That given the large number of diverse interested parties in Settlement Activities relating to the White Mountain Apache Tribe's water rights, Counsel shall generally have the right to continue to represent or to undertake to represent existing or new clients in any matter consistent with the Supreme Court's Rules of Professional Conduct.

11. Compliance with A.R.S. § 41-4401. Pursuant to the provisions of A.R.S. § 41-4401, Counsel hereby warrants to the City that Counsel and each of its subcontractors ("Subcontractors") will comply with all Federal Immigration laws and regulations that relate to the immigration status of their employees and the requirement to use E-Verify set forth in A.R.S. §23-214(A) (hereinafter "Counsel Immigration Warranty").

- 11.1. A breach of the Counsel Immigration Warranty (Exhibit B) shall constitute a material breach of this Contract that is subject to penalties up to and including termination of the Contract.

- 11.2. Each City retains the legal right to inspect the papers of any Counsel or Subcontractor employee who works on this Contract to ensure that Counsel or Subcontractor is complying with the Counsel Immigration Warranty. Counsel, at the City's expense, agrees to assist the City in the conduct of any such inspections. The City's inspection rights under this Paragraph 11.2 only extend to such employee records necessary to determine whether Counsel or Counsel's Subcontractor is complying with the Counsel Immigration Warranty and not any other employment or other employee records. In conducting any inspections under this Paragraph 11.2, except as required by law, the City agrees to keep confidential and not disclose Counsel's employee's personal information such as social security numbers and other information of Counsel's employees.

- 11.3. Each City may, at its sole discretion, conduct random verifications of the employment records of Counsel and any of Counsel's Subcontractors who provide services under this Contract to ensure compliance with the Counsel Immigration Warranty. Counsel, at the City's expense, agrees to assist the City in performing any such random verifications. The City's random verifications rights under this Paragraph 11.3 only extend to the right to review such employee records necessary to determine whether Counsel or Counsel's Subcontractor is complying with the

Counsel Immigration Warranty and not any other employment or other employee records. In conducting any random verifications under this Paragraph 11.3, except as required by law, the City agrees to keep confidential and not disclose Counsel's employee's personal information such as social security numbers and other information of Counsel's employees.

11.4. The provisions of this Article must be included in any contract that Counsel enters into with any and all of its Subcontractors who provide services under this Contract or any subcontract. "Services" are defined as furnishing labor, time or effort in the State of Arizona by a contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

12. This Contract may be executed in counterparts, each of which may contain fewer than all signatures but all of which, together, shall constitute a single instrument.

[Signatures on following pages.]

**ENGELMAN BERGER, P.C.**

By: \_\_\_\_\_  
Title: \_\_\_\_\_

**CITY OF AVONDALE**, an  
Arizona Municipal Corporation

\_\_\_\_\_  
Andrew McGuire, City Attorney

**CITY OF CHANDLER**, an  
Arizona Municipal Corporation

\_\_\_\_\_  
Kay Bigelow, City Attorney

**CITY OF GLENDALE**, an  
Arizona Municipal Corporation

\_\_\_\_\_  
Michael Bailey, City Attorney

**CITY OF SCOTTSDALE**, an  
Arizona Municipal Corporation

\_\_\_\_\_  
Bruce Washburn, City Attorney

## **EXHIBIT "A"**

During the term of the Contract, Counsel will bill the Cities at the hourly rate of \$350.00 for the time of William H. Anger and other shareholders in the firm; Counsel's hourly rate may increase by \$15.00 per hour each year on the anniversary of the Effective Date. All other attorneys in the firm or attorneys contracted by the firm to perform services under this Contract will be billed at the rate not to exceed \$280.00 per hour which rate may be increased by \$15.00 per hour on the anniversary of the Effective Date. Paralegals will be billed at the rate of \$180.00 per hour, which rate may be increased by \$10.00 per hour on the anniversary of the Effective Date.

Counsel will bill for the reasonable expenses incurred in performing its legal services. These expenses will include long-distance telephone charges, fax charges, electronic research charges, delivery charges, mail expense associated with any filing in the case, printing and copying, and payments to third parties for filing fees, transcripts, travel expenses, including, with out limitation, meals and lodging, for settlement negotiations and meetings outside of the Phoenix metropolitan area, and other items for the Cities' benefit under this Contract.

**EXHIBIT B**

**Counsel Immigration Warranty  
To Be Completed by Counsel Prior to Execution of Contract**

A.R.S. § 41-4401 requires as a condition of your contract verification of compliance by Counsel and Subcontractors with the Federal Immigration and Nationality Act (FINA), all other Federal immigration laws and regulations, and A.R.S. § 23-214 related to the immigration status of its employees.

By completing and signing this form, Counsel shall attest that it, and all Subcontractors performing work under the cited Contract, meets all conditions contained herein.

Contract Description: Joint Representation of the Cities of Avondale, Chandler, Glendale and Scottsdale relating to the White Mountain Apache Tribe's Water Rights  
Name (as listed in the contract): Engelman Berger, P.C.  
Street Name and Number: 3636 North Central Avenue, Suite 700  
City: Phoenix State: Arizona Zip Code: 85012

I hereby attest that:

1. Counsel complies with the Federal Immigration and Nationality Act (FINA), all other Federal immigration laws and regulations, and A.R.S. § 23-214 related to the immigration status of those employees performing work under this contract;
2. All Subcontractors performing work under this contract comply with the Federal Immigration and Nationality Act (FINA), all other Federal immigration laws and regulations, and A.R.S. § 23-214 related to the immigration status of their employees; and
3. Counsel has identified all Counsel and Subcontractor employees who perform work under the Contract on the attached Employee Verification Worksheet and has verified compliance with Federal Immigration and Nationality Act (FINA), all other Federal immigration laws and regulations, and A.R.S. § 23-214.

Signature of Counsel (Employer) or Authorized Designee:

\_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date (month/day/year): \_\_\_\_\_

**INTERGOVERNMENTAL AGREEMENT  
FOR  
THE EXPANSION OF THE PYRAMID PEAK WATER TREATMENT FACILITY**

This Intergovernmental Agreement (“IGA”) is between the City of Peoria, Arizona (“Peoria”) and the City of Glendale, Arizona (“Glendale”). Peoria and Glendale are collectively known as the “Parties” or “Cities” and individually as “Glendale”, “Peoria”, or “Party”. This IGA is entered into and effective on \_\_\_\_\_, 2015. The terms of this IGA supersede terms and conditions of any previous agreements relating to the expansion of the Pyramid Peak Water Treatment Facility.

**RECITALS**

The Parties enter into this IGA under A.R.S. §11-952 with regard to the following facts, among others:

1. Peoria and Glendale are entitled to receive allocations of Municipal and Industrial (M&I) Central Arizona Project (CAP) Water.
2. The M&I CAP Water cannot be used for domestic or industrial purposes without prior treatment.
3. Peoria and Glendale entered into an IGA dated May 15, 1996 which provided for Peoria’s cost participation for six (6) million gallons per day (MGD) out of a total capacity of twenty six (26) MGD of the Pyramid Peak Water Treatment Plant (Treatment Facility).
4. Peoria and Glendale entered into a subsequent IGA dated July 21, 1998 which provided for the treatment and transportation of Peoria’s six (6) MGD of capacity at the Treatment Facility. That IGA

established Peoria's ownership and cost apportionment as the ratio of Peoria's capacity divided by the total treatment facility capacity, or 6 MGD divided by 26 MGD, and further specified Peoria's ownership and cost apportionment thereafter as 23%.

5. Peoria and Glendale entered into an agreement dated February 4, 2005 for the completion of miscellaneous projects. Subsequent to the February 2005 agreement, the plant was "re-rated" to a capacity of 48 MGD.
6. Peoria currently owns 23%, or 11.04 MGD, of the currently rated 48 MGD capacity in the Treatment Facility under the February 4, 2005 agreement. Based on a study conducted in December 2014 (an evaluation of plant capacity based on current drinking water standards) Glendale and Peoria have agreed on a resilient capacity for the Treatment Facility of 39 MGD. The 39 MGD "resilient capacity" will be considered the reliable capacity from which to expand the Treatment Facility.
7. The cost apportionment of any post 2014 miscellaneous improvements at the Treatment Facility related to improving reliability of the existing facility will be shared by Glendale and Peoria based on the existing 77% to 23% ownership ratio. All costs associated with expansion of the facility from 39 MGD to an expected rating of 54 MGD will be the sole responsibility of Peoria.
8. Peoria desires to have Glendale expand the Treatment Facility to a reliable and resilient capacity of 54 MGD, of which capacity Peoria



would receive 24 MGD or approximately 44.4% and Glendale would maintain its participation share of 30 MGD or approximately 55.6%.

9. Glendale is willing to expand the Treatment Facility to a reliable and resilient capacity of 54 MGD to treat a total of 24 MGD of Peoria's CAP allocation under the terms and conditions set forth below.

10. Peoria will pay 100% of the expansion of the Treatment Facility to achieve a total of 54 MGD to allow for the treatment of 24 MGD of Peoria's share for its use.

THEREFORE, in consideration of the promises and mutual covenants and agreements set forth, the Parties agree as follows:

I.

DEFINITIONS

The following terms have the meanings indicated in this Agreement:

A. "Metering Structure" will mean the structure located in the vicinity of 67<sup>th</sup> Avenue and Jomax Road, designed to measure deliveries of treated water from Glendale to Peoria.

B. "Miscellaneous Improvements" will mean those improvements currently being considered for rehabilitation or modification to the existing Treatment Facility.

B. "Treatment Facility" will mean the Pyramid Peak Water Treatment Facility used by Glendale to treat CAP water and located at 28101 North 63<sup>rd</sup> Avenue, south of the CAP Canal and shown in Exhibit A to this IGA.

C. “Purchased Capacity” will mean the additional treatment capacity Peoria will purchase by the payment of the design and construction costs, including permitting, construction administration costs, and relevant Glendale staff and other time chargebacks to achieve the reliable and resilient capacity of 54 MGD.

## II.

### EXPANSION COSTS AND DESIGN

A. Peoria agrees to pay the costs for construction of the Treatment Facility design and expansion, including any and all overages, in exchange for its purchased capacity. Peoria also agrees to pay for any and all operational costs at the Treatment Facility related to the expansion. These operational costs are identified as those that are incurred during construction beyond the normal operations of the existing facility. Operational cost-sharing related to the miscellaneous improvements at the Treatment Facility will be based on the current 77% to 23% ratio. Estimates for the construction and design of the Treatment Facility expanded are shown in Exhibit B. The Parties acknowledge that there may be design and expansion costs that benefit the existing Treatment Facility. The cost apportionment of those costs will be mutually agreed upon on a case-by-case basis.

B. The Parties believe that the Treatment Facility will be required to be “rerated” by the Arizona Department of Environmental Quality as part of the project and as a result of this expansion. The Parties further believe that the “rerating” will result in a 54 MGD-rated capacity for the Treatment Facility. In exchange for its payment of all design, construction, permitting and

operational costs, Peoria will be allotted 24 MGD of the 54 MGD capacity. If the Treatment Facility is rated above 54 MGD, the additional capacity above 54 MGD will be apportioned between the parties based on the 55.6% to 44.4% participation split between the Glendale and Peoria.

C. Change orders adjusting the costs of the design and/or construction can be expected. Significant change orders as determined by both Parties, requiring the approval of the Glendale City Council will also be submitted to Peoria for approval.

D. Peoria will participate on the selection panel for the design effort, if the selection is competitive. Peoria will participate in any evaluation, review, or selection effort associated with the Treatment Facility expansion project.

E. Peoria will review and provide comment on design drawings and specifications. Review comments will be submitted to Glendale's designated contact, currently the contact is Bill Passmore with Glendale's Engineering Department, or designee.

F. Peoria will be invited to and, when possible, attend coordination, progress, and other meetings related to the expansion project.

G. Peoria and Glendale acknowledge that the construction of miscellaneous improvements at the Treatment Facility may commence so as to correspond with the timing of the construction, or portion thereof, of the expansion. The Parties agree to work collaboratively on any concurrent improvement and expansion construction efforts. Glendale will determine the design, construction and operational requirements for the Treatment Facility.

H. The cost apportionment of any miscellaneous improvements at the Treatment Facility related to improving reliability of the existing facility will be shared by Glendale and Peoria based on the existing 77% to 23 % ownership ratio. All costs associated with expansion of the facility to the expected rating of 54 MGD will be the sole responsibility of Peoria.

### III.

#### RATES AND CHARGES

A. Post-expansion treatment cost allocations are based on the pro-rata share of overall capacity ownership. Glendale and Peoria agree that based on a reliable and resilient capacity of 54 MGD, the expansion will result in 30 MGD or approximately 55.6% ownership by Glendale and 24 MGD or approximately 44.4% ownership by Peoria. Following the expansion and re-rating to at least 54 MGD, the figure of 44.4% will be used for apportioning to Peoria subsequent operational and CIP costs related to the Treatment Facility. The new rate structure will be implemented when Glendale assumes beneficial use of the expanded facilities.

B. The post-expansion billing process for Peoria's share of Treatment Facility costs will be in accordance with the share of post-expansion capacity ownership based on 54 MGD with 30 MGD or approximately 55.6% ownership by Glendale and 24 MGD or approximately 44.4% ownership by Peoria. Should the project result in a lower re-rating, Glendale's capacity will remain at 30 MGD. The ownership percentages will be adjusted accordingly.

C. Offsite improvements, such as upgrades at the Metering Structure, may be required in order for Peoria to receive the increased flow. Peoria

shall bear any and all costs for any required offsite improvements. Offsite modifications may be performed as part of the expansion project or done separately. Offsite modifications will be coordinated between Peoria and Glendale.

D. Glendale may identify the need for certain onsite or offsite improvements for its sole benefit. Glendale will be responsible for costs for improvement solely for Glendale's benefit to the extent they are not required by Peoria for its capacity expansion or to enable receiving the increased flow.

#### IV.

#### PLANT OPERATIONS

Glendale and Peoria will work cooperatively, collaboratively, and in close communication with regard to the operation of the Treatment Facility. Current and future operations at this facility will be performed following City of Glendale standards, procedures, operational goals, and all applicable rules and regulations.

A. If plant operations are detrimentally affected at any time during the contemplated expansion project causing reduced production capacity, both Peoria and Glendale will share the impact on reduced production proportionally to ownership.

B. The Parties agree that certain maintenance and repair requirements for the Treatment Facility and the Metering Structure will require occasional and temporary reductions or interruptions in flow to Peoria. The Parties agree to work collaboratively to minimize the impact to operations.

V.

TERM AND RENEWAL

In order to comply with the A.R.S. § 11-952 the termination date of this IGA is June 30, 2065. Nevertheless, since water quality is a priority for both Parties, the Parties, by mutual written agreement, may renew or re-affirm their obligations under this IGA prior to its expiration date and up to 120 days after to its expiration. Term renewals will be for twenty (20) year-periods.

VI.

INDEMNITY

Peoria agrees to defend, hold harmless and indemnify Glendale from any loss, damage, liability, cost, charge or expense as may arise from matters covered under this IGA, whether direct or indirect, including reasonable attorney's fees at prevailing Phoenix area rates, and whether to any persons or property to which Glendale, its agents, employees or said Parties may be put or subject to by reason of any intentional or negligent act, action, neglect, omission, or default on the part of Peoria or any part of Peoria's agents, employees, subcontractors or persons employed by them, including, but not limited to, actions for bodily injury, illness, death, or for property damage.

Glendale agrees to defend, hold harmless and indemnify Peoria from any loss, damage, liability, cost, charge or expense as may arise from matters covered under this IGA, whether direct or indirect, including reasonable attorney's fees at prevailing Phoenix area rates, and whether to any persons or property to which Peoria, its agents, employees or said Parties may be put or subject to by reason of any intentional or negligent act, action, neglect, omission

or default of the part of Glendale or any part of Glendale's agents, employees, subcontractors, or persons employed by them, including, but not limited to, actions for bodily injury, illness, death, or for property damage.

## VII.

### INSURANCE

Peoria will self-insure or maintain such insurance as will hold Glendale harmless from all claims for damages to property, and for bodily Injury, including death, as may arise from matters covered under this IGA. Glendale will self-insure or maintain such insurance as will hold Peoria harmless for all claims for damages to property and for bodily injury, including death, as may arise from matters covered under this IGA.

Upon request, each city will deliver to the other certificates of insurance or self-insurance which certificates will be subject to the inspection and approval of the recipient city for adequacy and protection. Each certificate provided by one city will name the other city as an additional insured as regards this IGA. The policies and insurance required by this IGA will provide that, during the terms thereof, notice will be given at least thirty (30) days in advance of cancellations or material change in such policy or policies.

In the event either City elects to provide self-insurance, such assurances will be provided to the other as will be acceptable to its risk officer and city attorney.

Proof of insurance will be delivered prior to initial construction of the treatment facilities and will be maintained in force by both cities.

VIII.

NOTICES

Any notice, demand or request provided for in this IGA will be in writing and will be deemed properly served when made, if delivered in person, or sent by registered or certified mail, postage prepaid to the person specified as follows:

PEORIA: Office of the City Manager  
City of Peoria  
8401 W. Monroe  
Peoria, Arizona 85345

With a Copy to: Office of the City Attorney  
City of Peoria, Arizona  
8401 West Monroe Street  
Room 280  
Peoria, AZ 85345

GLENDALE: Office of the City Manager  
City of Glendale  
5850 W. Glendale Avenue  
Glendale, Arizona 85301

With a Copy to: Office of the City Attorney  
City of Glendale  
5850 W. Glendale Avenue  
Suite 450  
Glendale, Arizona 85301



IX.

WAIVER

The waiver by either party of any breach of any term, covenant or condition herein contained will not be deemed a waiver of any other term, covenant or condition, or any subsequent breach of the same or any other term, covenant or condition herein contained.

X.

REMEDIES

If either Peoria or Glendale will default in the timely performance of its obligations under this IGA, the party not in default to the extent permitted by applicable law, will be entitled to recover all damages incurred arising from the default in a suit or proceeding to enforce its rights under this IGA, including reasonable attorneys' fees at prevailing Phoenix-area market rates and cost of suit as set by the Court. The foregoing will not in any way limit or restrict any right or remedy at law or equity which would otherwise be available to such party not in default.

XI.

CANCELLATION

This IGA is subject to cancellation under the provisions of A.R.S. §38-511. Otherwise, subject to Section X, Remedies, cancellation can only be had by mutual agreement.

XII.

ENTIRE AGREEMENT

The terms, covenants, and conditions of this IGA constitute the entire agreement between the Parties and no understandings or obligations not herein expressly set forth will be binding upon them. This IGA may not be modified or amended in any manner unless in writing and signed by the Parties. This IGA may be simultaneously executed in any number of counterparts, each of which when so executed will be deemed to be an original, but altogether will constitute but one and the same IGA.

Nothing in this IGA precludes the Parties from negotiating future agreements for additional expansion of the Treatment Plant to treat additional Peoria CAP water.

XIII.

SEVERABILITY

Should a court of competent jurisdiction find any part of this IGA to be invalid, those provisions other than the part adjudged to be invalid will remain in full force and effect.

XIV.

BINDING EFFECT

This IGA will be binding upon the Parties, successors in interest and assigns.

IN WITNESS WHEREOF, the Parties hereto have executed this IGA the day and year first written above.

CITY OF PEORIA, an  
Arizona municipal corporation

CITY OF GLENDALE, an  
Arizona Municipal Corporation

Recommended by:

Recommended by:

\_\_\_\_\_  
William J. Mattingly      Date  
Public Works-Utilities Director

\_\_\_\_\_  
Craig A. Johnson      Date  
Water Services Director

APPROVED AND ACCEPTED:

APPROVED AND ACCEPTED:

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

By: \_\_\_\_\_  
Richard A. Bowers      Date  
Acting City Manager

ATTEST:

ATTEST:

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

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

APPROVAL OF COUNSEL

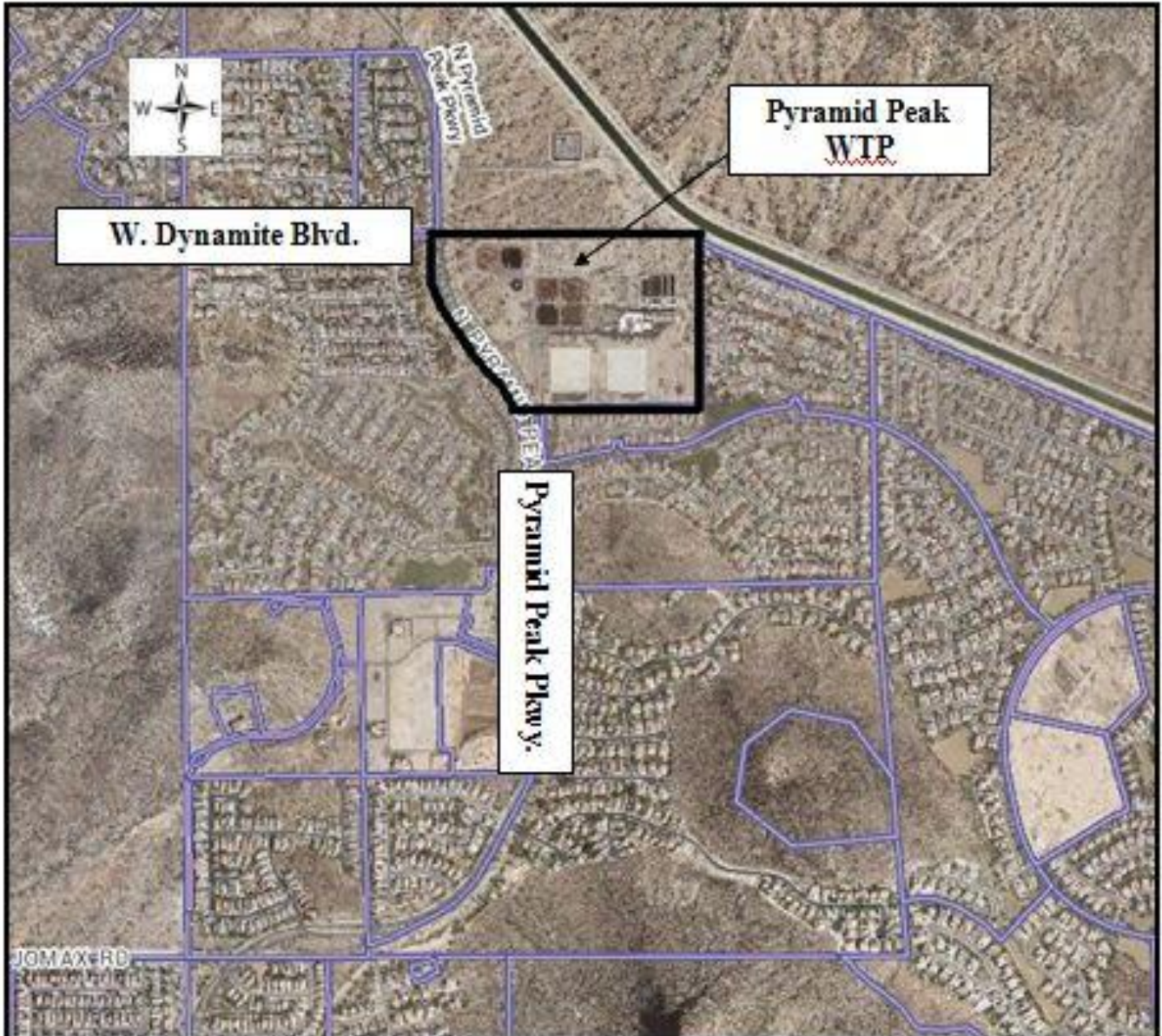
I hereby state that I have reviewed the proposed Intergovernmental Agreement between the City of Peoria and the City of Glendale and declare the Intergovernmental Agreement to be in proper form and within the powers and authority granted to their respective governing bodies under the laws of the State of Arizona (i.e., Arizona Revised Statutes §11-952, *et seq.*).

\_\_\_\_\_  
Stephen M. Kemp  
Peoria City Attorney

\_\_\_\_\_  
Michael Bailey  
Glendale City Attorney

Exhibit A

Treatment Facility Site Location



Site Location

Pyramid Peak Water Treatment Plant  
28101 North 63<sup>rd</sup> Ave.  
Phoenix, AZ

**Exhibit B**

**Estimate of Probable Design and Construction Costs**

(exhibits on following pages)

## Exhibit B

### PYRAMID PEAK EXPANSION - OPINION OF PROBABLE COST EXPANDING WTP TO THE EAST OPTION

EXPANSION BUDGETARY COSTS		TOTAL
BASIN COMPLEX RM THROUGH FILTERS & INTERIM SOUND WALL		\$10,810,000
FILTER CONTROL AREA EXTENSION		\$701,000
CHEMICAL STORAGE AND FEED		
Aluminum sulfate storage, one additional chemical metering pump <sup>1</sup>		\$148,000
Ferric Chloride Storage Area		\$242,000
Ferric Chloride Storage Tanks <sup>1</sup>		\$280,000
Ferric Chloride Chemical Metering, Accessories & Piping		\$22,000
Coagulant Aid Polymer Metering Pump & Static Mixer		\$23,000
Two Chlorine Dioxide Generators <sup>1</sup>		\$430,000
PAC Two New Weir boxes + Two New Eductors		\$37,000
Chlorine Feeder		\$147,000
RECOVERED WATER BASIN		\$820,000
SLUDGE LAGOONS		\$1,599,000
STANDBY ENGINE GENERATOR <sup>1</sup>		\$441,000
SUBTOTAL		\$15,660,000
SITE WORK	5%	\$783,000
YARD PIPING	15%	\$2,349,000
ELECTRICAL	20%	\$3,132,000
INSTRUMENTATION & CONTROLS	8%	\$1,253,000
SUBTOTAL		\$23,177,000
GENERAL CONDITIONS		10% \$2,318,000
CONTINGENCIES		30% \$6,953,000
EXPANSION PRELIMINARY CONSTRUCTION COSTS 2015 DOLLARS		\$32,448,000
Preliminary Construction Costs 2017 Dollars		\$34,425,000
Rate = %	3.00%	
Time = Years	2	
Mid-Point Of Construction (2018 Dollars)		\$35,460,000
Rate = %	3.00%	
Time = Years	1	
EXPANSION ENGINEERING		10% \$3,250,000
EXPANSION CONSTRUCTION ENGINEERING SERVICES		10% \$3,250,000
CMAR Precon Services		2% \$649,000
Materials Testing		1% \$324,000
Permitting (MCESD and Phoenix)		1% \$324,000
TOTAL FOR EXPANSION MID-POINT OF CONSTRUCTION (2018 Dollars)		\$43,257,000

<sup>1</sup> Denotes items for potential cost sharing pursuant to Section II. A.

## Exhibit B - Continued

### PYRAMID PEAK EXPANSION - OPINION OF PROBABLE COST EXPANDING WTP TO THE WEST OPTION

EXPANSION BUDGETARY COSTS		TOTAL
BASIN COMPLEX RM THROUGH FILTERS & INTERIM SOUND WALL		\$10,810,000
FILTER CONTROL AREA EXTENSION		\$701,000
CHEMICAL STORAGE AND FEED		
Aluminum sulfate storage, one additional chemical metering pump <sup>1</sup>		\$148,000
Ferric Chloride Storage Area		\$242,000
Ferric Chloride Storage Tanks <sup>1</sup>		\$280,000
Ferric Chloride Chemical Metering, Accessories & Piping		\$22,000
Coagulant Aid Polymer Metering Pump & Static Mixer		\$23,000
Two Chlorine Dioxide Generators <sup>1</sup>		\$430,000
PAC Two New Weir boxes + Two New Eductors		\$37,000
Chlorine Feeder		\$147,000
RECOVERED WATER BASIN		\$820,000
SLUDGE LAGOONS		\$1,559,000
STANDBY ENGINE GENERATOR <sup>1</sup>		\$441,000
COST ADDITION FOR EXPANDING PLANT TO THE WEST		\$906,000
<b>SUBTOTAL</b>		<b>\$16,566,000</b>
SITE WORK	5%	\$828,000
YARD PIPING	15%	\$2,485,000
ELECTRICAL	20%	\$3,313,000
INSTRUMENTATION & CONTROLS	8%	\$1,325,000
<b>SUBTOTAL</b>		<b>\$24,517,000</b>
GENERAL CONDITIONS	10%	\$2,452,000
CONTINGENCIES	30%	\$7,355,000
<b>EXPANSION PRELIMINARY CONSTRUCTION COSTS 2015 DOLLARS</b>		<b>\$34,324,000</b>
Mid-Point Of Construction (2018 Dollars)		\$37,510,000
EXPANSION ENGINEERING	10%	\$3,440,000
EXPANSION CONSTRUCTION ENGINEERING SERVICES	10%	\$3,440,000
CMAR Precon Services	2%	\$686,000
Materials Testing	1%	\$343,000
Permitting (MCE5D and Phoenix)	1%	\$343,000
<b>TOTAL FOR EXPANSION MID-POINT OF CONSTRUCTION (2018 Dollars)</b>		<b>\$45,762,000</b>

<sup>1</sup> Denotes items for potential cost sharing pursuant to Section II. A.



## Legislation Description

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**File #: 15-589, Version: 1**

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**AUTHORIZATION TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH CITY OF PEORIA FOR THE EXPANSION OF THE PYRAMID PEAK WATER TREATMENT PLANT**

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

**Purpose and Recommended Action**

This is a request for City Council to waive reading beyond the title and adopt a resolution authorizing the Acting City Manager to enter into an Intergovernmental Agreement (IGA) with the City of Peoria for the expansion of the Pyramid Peak Water Treatment Plant.

**Background**

The Pyramid Peak Water Treatment Plant (PPWTP) is operated by the City of Glendale and is utilized by the City of Glendale and the City of Peoria for treatment of a portion of each city's respective Central Arizona Project water resource allocation. The City of Glendale owns 77% of the existing capacity of the facility while the City of Peoria owns the remaining 23%.

The City of Peoria is seeking to construct additional capacity at the facility to support growth within the City of Peoria. The City of Glendale sees mutual benefit in allowing the facility to be expanded to provide additional treatment capacity to the City of Peoria.

The expansion will result in a capacity of 54 million gallons per day. The City of Peoria's ownership capacity will be 24 million gallons per day (MGD) or approximately 44.4% and Glendale's ownership capacity will be 30 MGD, or approximately 55.6%.

The expansion cost is borne by the City of Peoria and the additional capacity would be used solely by the City of Peoria for treatment of its Central Arizona Project water resource allocation. The conceptual cost for the expansion is \$46 million dollars including design, permitting, construction, inspection, administration, and contingencies.

**Analysis**

The additional capacity and new facilities will provide both Glendale and Peoria with a modern and robust plant that will adapt to increasing demands by Peoria and add operational flexibility for Glendale.

The City of Peoria Council approved the IGA at their formal meeting on September 8, 2015.

This action will authorize the Acting City Manager to enter into an IGA with the City of Peoria for the expansion of the PPWTP.



**Previous Related Council Action**

On January 25, 2005, Council approved the IGA C-5274 with the City of Peoria for the completion of treatment and security improvements.

On June 28, 1998, Council approved the IGA C-3432A with the City of Peoria which provided for the treatment and transportation of Peoria's six (6) MGD of capacity at the facility.

On May 14, 1996, Council approved the IGA C-3432 with the City of Peoria which provided for Peoria's cost participation for six (6) MGD out of a total capacity of twenty-six (26) MGD of the facility.

**Community Benefit/Public Involvement**

The expansion of the PPWTP will ensure the continuation of an assured treatment capacity of high quality water for the citizens of both the City of Glendale and City of Peoria.

**Budget and Financial Impacts**

Any cost incurred for the expansion will be paid by the City of Peoria. Post-expansion cost sharing of capital and ongoing operations and maintenance costs will be based on the new ownership capacities of approximately 44.4% for the City of Peoria and 55.6% for the City of Glendale. The City of Peoria will not immediately use its full capacity allocation, but will instead use the available water to support growth over the next several years. Costs incurred will include those for day-to-day operations such as for Central Arizona Project water resource, electrical power, labor, and chemical consumption and for ongoing maintenance and any required future improvements.

Capital Expense? No

Budgeted? No

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?

RESOLUTION NO. 5018 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE DIRECTING AND ENTERING INTO OF AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF PEORIA FOR THE EXPANSION OF THE PYRAMID PEAK WATER TREATMENT FACILITY.

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

SECTION 1. That it is deemed in the best interest of the City of Glendale and the citizens thereof that the Intergovernmental Agreement between the City of Glendale and the City of Peoria for the expansion of the Pyramid Peak Water Treatment Facility be entered into, which agreement is now on file in the office of the City Clerk of the City of Glendale.

SECTION 2. That the City Manager or designee and the City Clerk be authorized and directed to execute and deliver any and all necessary documents on behalf of the City of Glendale.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this \_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
M A Y O R

ATTEST:

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

APPROVED AS TO FORM:

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

REVIEWED BY:

\_\_\_\_\_  
Acting City Manager

RESOLUTION NO. 5019 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF AMENDMENT NO. 1 TO THE INTERGOVERNMENTAL AGREEMENT WITH THE ARIZONA DEPARTMENT OF ECONOMIC SECURITY FOR COMMUNITY ACTION PROGRAM FUNDING.

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

SECTION 1. That it is deemed in the best interest of the City of Glendale and the citizens thereof that Amendment No. 1 to the Intergovernmental Agreement (Contract ID No. ADES15-089114) between the City of Glendale and the Arizona Department of Economic Security for Community Action Program funding be entered into, which amendment is now on file in the office of the City Clerk of the City of Glendale.

SECTION 2. That the City Manager or designee and the City Clerk be authorized and directed to execute and deliver said amendment on behalf of the City of Glendale.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this \_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
MAYOR

ATTEST:

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

APPROVED AS TO FORM:

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

REVIEWED BY:

\_\_\_\_\_  
Acting City Manager



DEPARTMENT OF ECONOMIC SECURITY

Your Partner For A Stronger Arizona

Intergovernmental Agreement
CONTRACT AMENDMENT

Form with multiple sections: 1. CONTRACTOR (Name and address) - City of Glendale, 5850 W. Glendale Ave., Glendale, Arizona 85301; 2. CONTRACT ID NUMBER - ADES15-089114; 3. AMENDMENT NUMBER - 1; 4. THE PARTIES AGREE TO THE FOLLOWING AMENDMENT - Pursuant to the Terms and Conditions, Levels of Service section, the purpose of this amendment is to: Funding for the contract period July 1, 2015 through June 30, 2016: The reimbursement ceiling for the service Case Management is decreased from \$874,549 to \$847,444. This is a decrease of \$27,105. The reimbursement ceiling for the service Community Services is decreased from \$187,030 to \$179,014. This is a decrease of \$8,016. The cumulative reimbursement ceiling for the contract period July 1, 2015 through June 30, 2020 is \$1,026,458. Therefore, the Itemized Service Budget for the services of Case Management (Attachment A) and Community Services (Attachment B) are revised and attached. 5. EXCEPT AS PROVIDED HEREIN, ALL TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AS HERETOFORE CHANGED AND/OR AMENDED REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT. 6. ARIZONA DEPARTMENT OF ECONOMIC SECURITY; 7. NAME OF CONTRACTOR - City of Glendale; SIGNATURE OF AUTHORIZED INDIVIDUAL; TYPED NAME - Pam Giroux; TITLE - Procurement Manager; DATE; IN ACCORDANCE WITH ARS §11-952 THIS CONTRACT AMENDMENT HAS BEEN REVIEWED BY THE UNDERSIGNED WHO HAVE DETERMINED THAT THIS CONTRACT AMENDMENT IS IN APPROPRIATE FORM AND WITHIN THE POWERS AND AUTHORITY GRANTED TO EACH RESPECTIVE PUBLIC BODY. ARIZONA ATTORNEY GENERAL'S OFFICE; BY: ASSISTANT ATTORNEY GENERAL; PUBLIC AGENCY LEGAL COUNSEL; DATE:

**INTERGOVERNMENTAL AGREEMENT  
FOR  
THE EXPANSION OF THE PYRAMID PEAK WATER TREATMENT FACILITY**

This Intergovernmental Agreement (“IGA”) is between the City of Peoria, Arizona (“Peoria”) and the City of Glendale, Arizona (“Glendale”). Peoria and Glendale are collectively known as the “Parties” or “Cities” and individually as “Glendale”, “Peoria”, or “Party”. This IGA is entered into and effective on \_\_\_\_\_, 2015. The terms of this IGA supersede terms and conditions of any previous agreements relating to the expansion of the Pyramid Peak Water Treatment Facility.

**RECITALS**

The Parties enter into this IGA under A.R.S. §11-952 with regard to the following facts, among others:

1. Peoria and Glendale are entitled to receive allocations of Municipal and Industrial (M&I) Central Arizona Project (CAP) Water.
2. The M&I CAP Water cannot be used for domestic or industrial purposes without prior treatment.
3. Peoria and Glendale entered into an IGA dated May 15, 1996 which provided for Peoria’s cost participation for six (6) million gallons per day (MGD) out of a total capacity of twenty six (26) MGD of the Pyramid Peak Water Treatment Plant (Treatment Facility).
4. Peoria and Glendale entered into a subsequent IGA dated July 21, 1998 which provided for the treatment and transportation of Peoria’s six (6) MGD of capacity at the Treatment Facility. That IGA

established Peoria's ownership and cost apportionment as the ratio of Peoria's capacity divided by the total treatment facility capacity, or 6 MGD divided by 26 MGD, and further specified Peoria's ownership and cost apportionment thereafter as 23%.

5. Peoria and Glendale entered into an agreement dated February 4, 2005 for the completion of miscellaneous projects. Subsequent to the February 2005 agreement, the plant was "re-rated" to a capacity of 48 MGD.
6. Peoria currently owns 23%, or 11.04 MGD, of the currently rated 48 MGD capacity in the Treatment Facility under the February 4, 2005 agreement. Based on a study conducted in December 2014 (an evaluation of plant capacity based on current drinking water standards) Glendale and Peoria have agreed on a resilient capacity for the Treatment Facility of 39 MGD. The 39 MGD "resilient capacity" will be considered the reliable capacity from which to expand the Treatment Facility.
7. The cost apportionment of any post 2014 miscellaneous improvements at the Treatment Facility related to improving reliability of the existing facility will be shared by Glendale and Peoria based on the existing 77% to 23% ownership ratio. All costs associated with expansion of the facility from 39 MGD to an expected rating of 54 MGD will be the sole responsibility of Peoria.
8. Peoria desires to have Glendale expand the Treatment Facility to a reliable and resilient capacity of 54 MGD, of which capacity Peoria

would receive 24 MGD or approximately 44.4% and Glendale would maintain its participation share of 30 MGD or approximately 55.6%.

9. Glendale is willing to expand the Treatment Facility to a reliable and resilient capacity of 54 MGD to treat a total of 24 MGD of Peoria's CAP allocation under the terms and conditions set forth below.

10. Peoria will pay 100% of the expansion of the Treatment Facility to achieve a total of 54 MGD to allow for the treatment of 24 MGD of Peoria's share for its use.

THEREFORE, in consideration of the promises and mutual covenants and agreements set forth, the Parties agree as follows:

I.

DEFINITIONS

The following terms have the meanings indicated in this Agreement:

A. "Metering Structure" will mean the structure located in the vicinity of 67<sup>th</sup> Avenue and Jomax Road, designed to measure deliveries of treated water from Glendale to Peoria.

B. "Miscellaneous Improvements" will mean those improvements currently being considered for rehabilitation or modification to the existing Treatment Facility.

B. "Treatment Facility" will mean the Pyramid Peak Water Treatment Facility used by Glendale to treat CAP water and located at 28101 North 63<sup>rd</sup> Avenue, south of the CAP Canal and shown in Exhibit A to this IGA.

C. “Purchased Capacity” will mean the additional treatment capacity Peoria will purchase by the payment of the design and construction costs, including permitting, construction administration costs, and relevant Glendale staff and other time chargebacks to achieve the reliable and resilient capacity of 54 MGD.

## II.

### EXPANSION COSTS AND DESIGN

A. Peoria agrees to pay the costs for construction of the Treatment Facility design and expansion, including any and all overages, in exchange for its purchased capacity. Peoria also agrees to pay for any and all operational costs at the Treatment Facility related to the expansion. These operational costs are identified as those that are incurred during construction beyond the normal operations of the existing facility. Operational cost-sharing related to the miscellaneous improvements at the Treatment Facility will be based on the current 77% to 23% ratio. Estimates for the construction and design of the Treatment Facility expanded are shown in Exhibit B. The Parties acknowledge that there may be design and expansion costs that benefit the existing Treatment Facility. The cost apportionment of those costs will be mutually agreed upon on a case-by-case basis.

B. The Parties believe that the Treatment Facility will be required to be “rerated” by the Arizona Department of Environmental Quality as part of the project and as a result of this expansion. The Parties further believe that the “rerating” will result in a 54 MGD-rated capacity for the Treatment Facility. In exchange for its payment of all design, construction, permitting and



operational costs, Peoria will be allotted 24 MGD of the 54 MGD capacity. If the Treatment Facility is rated above 54 MGD, the additional capacity above 54 MGD will be apportioned between the parties based on the 55.6% to 44.4% participation split between the Glendale and Peoria.

C. Change orders adjusting the costs of the design and/or construction can be expected. Significant change orders as determined by both Parties, requiring the approval of the Glendale City Council will also be submitted to Peoria for approval.

D. Peoria will participate on the selection panel for the design effort, if the selection is competitive. Peoria will participate in any evaluation, review, or selection effort associated with the Treatment Facility expansion project.

E. Peoria will review and provide comment on design drawings and specifications. Review comments will be submitted to Glendale's designated contact, currently the contact is Bill Passmore with Glendale's Engineering Department, or designee.

F. Peoria will be invited to and, when possible, attend coordination, progress, and other meetings related to the expansion project.

G. Peoria and Glendale acknowledge that the construction of miscellaneous improvements at the Treatment Facility may commence so as to correspond with the timing of the construction, or portion thereof, of the expansion. The Parties agree to work collaboratively on any concurrent improvement and expansion construction efforts. Glendale will determine the design, construction and operational requirements for the Treatment Facility.

H. The cost apportionment of any miscellaneous improvements at the Treatment Facility related to improving reliability of the existing facility will be shared by Glendale and Peoria based on the existing 77% to 23 % ownership ratio. All costs associated with expansion of the facility to the expected rating of 54 MGD will be the sole responsibility of Peoria.

### III.

#### RATES AND CHARGES

A. Post-expansion treatment cost allocations are based on the pro-rata share of overall capacity ownership. Glendale and Peoria agree that based on a reliable and resilient capacity of 54 MGD, the expansion will result in 30 MGD or approximately 55.6% ownership by Glendale and 24 MGD or approximately 44.4% ownership by Peoria. Following the expansion and re-rating to at least 54 MGD, the figure of 44.4% will be used for apportioning to Peoria subsequent operational and CIP costs related to the Treatment Facility. The new rate structure will be implemented when Glendale assumes beneficial use of the expanded facilities.

B. The post-expansion billing process for Peoria's share of Treatment Facility costs will be in accordance with the share of post-expansion capacity ownership based on 54 MGD with 30 MGD or approximately 55.6% ownership by Glendale and 24 MGD or approximately 44.4% ownership by Peoria. Should the project result in a lower re-rating, Glendale's capacity will remain at 30 MGD. The ownership percentages will be adjusted accordingly.

C. Offsite improvements, such as upgrades at the Metering Structure, may be required in order for Peoria to receive the increased flow. Peoria

shall bear any and all costs for any required offsite improvements. Offsite modifications may be performed as part of the expansion project or done separately. Offsite modifications will be coordinated between Peoria and Glendale.

D. Glendale may identify the need for certain onsite or offsite improvements for its sole benefit. Glendale will be responsible for costs for improvement solely for Glendale's benefit to the extent they are not required by Peoria for its capacity expansion or to enable receiving the increased flow.

#### IV.

#### PLANT OPERATIONS

Glendale and Peoria will work cooperatively, collaboratively, and in close communication with regard to the operation of the Treatment Facility. Current and future operations at this facility will be performed following City of Glendale standards, procedures, operational goals, and all applicable rules and regulations.

A. If plant operations are detrimentally affected at any time during the contemplated expansion project causing reduced production capacity, both Peoria and Glendale will share the impact on reduced production proportionally to ownership.

B. The Parties agree that certain maintenance and repair requirements for the Treatment Facility and the Metering Structure will require occasional and temporary reductions or interruptions in flow to Peoria. The Parties agree to work collaboratively to minimize the impact to operations.

V.

TERM AND RENEWAL

In order to comply with the A.R.S. § 11-952 the termination date of this IGA is June 30, 2065. Nevertheless, since water quality is a priority for both Parties, the Parties, by mutual written agreement, may renew or re-affirm their obligations under this IGA prior to its expiration date and up to 120 days after to its expiration. Term renewals will be for twenty (20) year-periods.

VI.

INDEMNITY

Peoria agrees to defend, hold harmless and indemnify Glendale from any loss, damage, liability, cost, charge or expense as may arise from matters covered under this IGA, whether direct or indirect, including reasonable attorney's fees at prevailing Phoenix area rates, and whether to any persons or property to which Glendale, its agents, employees or said Parties may be put or subject to by reason of any intentional or negligent act, action, neglect, omission, or default on the part of Peoria or any part of Peoria's agents, employees, subcontractors or persons employed by them, including, but not limited to, actions for bodily injury, illness, death, or for property damage.

Glendale agrees to defend, hold harmless and indemnify Peoria from any loss, damage, liability, cost, charge or expense as may arise from matters covered under this IGA, whether direct or indirect, including reasonable attorney's fees at prevailing Phoenix area rates, and whether to any persons or property to which Peoria, its agents, employees or said Parties may be put or subject to by reason of any intentional or negligent act, action, neglect, omission

or default of the part of Glendale or any part of Glendale's agents, employees, subcontractors, or persons employed by them, including, but not limited to, actions for bodily injury, illness, death, or for property damage.

## VII.

### INSURANCE

Peoria will self-insure or maintain such insurance as will hold Glendale harmless from all claims for damages to property, and for bodily Injury, including death, as may arise from matters covered under this IGA. Glendale will self-insure or maintain such insurance as will hold Peoria harmless for all claims for damages to property and for bodily injury, including death, as may arise from matters covered under this IGA.

Upon request, each city will deliver to the other certificates of insurance or self-insurance which certificates will be subject to the inspection and approval of the recipient city for adequacy and protection. Each certificate provided by one city will name the other city as an additional insured as regards this IGA. The policies and insurance required by this IGA will provide that, during the terms thereof, notice will be given at least thirty (30) days in advance of cancellations or material change in such policy or policies.

In the event either City elects to provide self-insurance, such assurances will be provided to the other as will be acceptable to its risk officer and city attorney.

Proof of insurance will be delivered prior to initial construction of the treatment facilities and will be maintained in force by both cities.

VIII.

NOTICES

Any notice, demand or request provided for in this IGA will be in writing and will be deemed properly served when made, if delivered in person, or sent by registered or certified mail, postage prepaid to the person specified as follows:

PEORIA: Office of the City Manager  
City of Peoria  
8401 W. Monroe  
Peoria, Arizona 85345

With a Copy to: Office of the City Attorney  
City of Peoria, Arizona  
8401 West Monroe Street  
Room 280  
Peoria, AZ 85345

GLENDALE: Office of the City Manager  
City of Glendale  
5850 W. Glendale Avenue  
Glendale, Arizona 85301

With a Copy to: Office of the City Attorney  
City of Glendale  
5850 W. Glendale Avenue  
Suite 450  
Glendale, Arizona 85301

IX.

WAIVER

The waiver by either party of any breach of any term, covenant or condition herein contained will not be deemed a waiver of any other term, covenant or condition, or any subsequent breach of the same or any other term, covenant or condition herein contained.

X.

REMEDIES

If either Peoria or Glendale will default in the timely performance of its obligations under this IGA, the party not in default to the extent permitted by applicable law, will be entitled to recover all damages incurred arising from the default in a suit or proceeding to enforce its rights under this IGA, including reasonable attorneys' fees at prevailing Phoenix-area market rates and cost of suit as set by the Court. The foregoing will not in any way limit or restrict any right or remedy at law or equity which would otherwise be available to such party not in default.

XI.

CANCELLATION

This IGA is subject to cancellation under the provisions of A.R.S. §38-511. Otherwise, subject to Section X, Remedies, cancellation can only be had by mutual agreement.

XII.

ENTIRE AGREEMENT

The terms, covenants, and conditions of this IGA constitute the entire agreement between the Parties and no understandings or obligations not herein expressly set forth will be binding upon them. This IGA may not be modified or amended in any manner unless in writing and signed by the Parties. This IGA may be simultaneously executed in any number of counterparts, each of which when so executed will be deemed to be an original, but altogether will constitute but one and the same IGA.

Nothing in this IGA precludes the Parties from negotiating future agreements for additional expansion of the Treatment Plant to treat additional Peoria CAP water.

XIII.

SEVERABILITY

Should a court of competent jurisdiction find any part of this IGA to be invalid, those provisions other than the part adjudged to be invalid will remain in full force and effect.

XIV.

BINDING EFFECT

This IGA will be binding upon the Parties, successors in interest and assigns.



IN WITNESS WHEREOF, the Parties hereto have executed this IGA the day and year first written above.

CITY OF PEORIA, an  
Arizona municipal corporation

CITY OF GLENDALE, an  
Arizona Municipal Corporation

Recommended by:

Recommended by:

\_\_\_\_\_  
William J. Mattingly      Date  
Public Works-Utilities Director

\_\_\_\_\_  
Craig A. Johnson      Date  
Water Services Director

APPROVED AND ACCEPTED:

APPROVED AND ACCEPTED:

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

By: \_\_\_\_\_  
Richard A. Bowers      Date  
Acting City Manager

ATTEST:

ATTEST:

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

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

APPROVAL OF COUNSEL

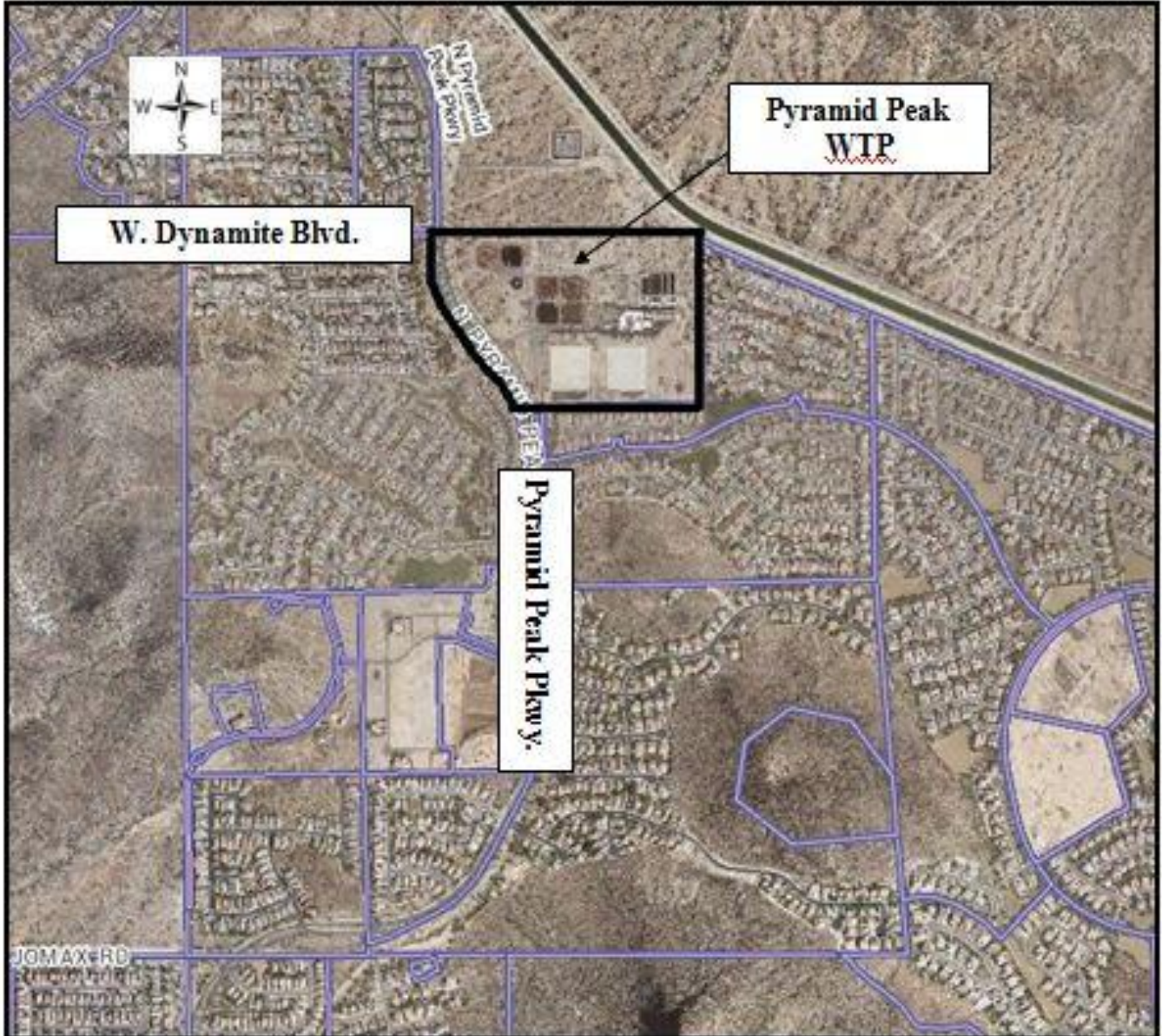
I hereby state that I have reviewed the proposed Intergovernmental Agreement between the City of Peoria and the City of Glendale and declare the Intergovernmental Agreement to be in proper form and within the powers and authority granted to their respective governing bodies under the laws of the State of Arizona (i.e., Arizona Revised Statutes §11-952, *et seq.*).

\_\_\_\_\_  
Stephen M. Kemp  
Peoria City Attorney

\_\_\_\_\_  
Michael Bailey  
Glendale City Attorney

Exhibit A

Treatment Facility Site Location



Site Location

Pyramid Peak Water Treatment Plant  
28101 North 63<sup>rd</sup> Ave.  
Phoenix, AZ

**Exhibit B**

**Estimate of Probable Design and Construction Costs**

(exhibits on following pages)

## Exhibit B

### PYRAMID PEAK EXPANSION - OPINION OF PROBABLE COST EXPANDING WTP TO THE EAST OPTION

EXPANSION BUDGETARY COSTS		TOTAL
BASIN COMPLEX RM THROUGH FILTERS & INTERIM SOUND WALL		\$10,810,000
FILTER CONTROL AREA EXTENSION		\$701,000
CHEMICAL STORAGE AND FEED		
Aluminum sulfate storage, one additional chemical metering pump <sup>1</sup>		\$148,000
Ferric Chloride Storage Area		\$242,000
Ferric Chloride Storage Tanks <sup>1</sup>		\$280,000
Ferric Chloride Chemical Metering, Accessories & Piping		\$22,000
Coagulant Aid Polymer Metering Pump & Static Mixer		\$23,000
Two Chlorine Dioxide Generators <sup>1</sup>		\$430,000
PAC Two New Weir boxes + Two New Eductors		\$37,000
Chlorine Feeder		\$147,000
RECOVERED WATER BASIN		\$820,000
SLUDGE LAGOONS		\$1,599,000
STANDBY ENGINE GENERATOR <sup>1</sup>		\$441,000
SUBTOTAL		\$15,660,000
SITE WORK	5%	\$783,000
YARD PIPING	15%	\$2,349,000
ELECTRICAL	20%	\$3,132,000
INSTRUMENTATION & CONTROLS	8%	\$1,253,000
SUBTOTAL		\$23,177,000
GENERAL CONDITIONS		10% \$2,318,000
CONTINGENCIES		30% \$6,953,000
EXPANSION PRELIMINARY CONSTRUCTION COSTS 2015 DOLLARS		\$32,448,000
Preliminary Construction Costs 2017 Dollars		\$34,425,000
Rate = %	3.00%	
Time = Years	2	
Mid-Point Of Construction (2018 Dollars)		\$35,460,000
Rate = %	3.00%	
Time = Years	1	
EXPANSION ENGINEERING		10% \$3,250,000
EXPANSION CONSTRUCTION ENGINEERING SERVICES		10% \$3,250,000
CMAR Precon Services		2% \$649,000
Materials Testing		1% \$324,000
Permitting (MCESD and Phoenix)		1% \$324,000
TOTAL FOR EXPANSION MID-POINT OF CONSTRUCTION (2018 Dollars)		\$43,257,000

<sup>1</sup> Denotes items for potential cost sharing pursuant to Section II. A.

## Exhibit B - Continued

### PYRAMID PEAK EXPANSION - OPINION OF PROBABLE COST EXPANDING WTP TO THE WEST OPTION

EXPANSION BUDGETARY COSTS		TOTAL
BASIN COMPLEX RM THROUGH FILTERS & INTERIM SOUND WALL		\$10,810,000
FILTER CONTROL AREA EXTENSION		\$701,000
CHEMICAL STORAGE AND FEED		
Aluminum sulfate storage, one additional chemical metering pump <sup>1</sup>		\$148,000
Ferric Chloride Storage Area		\$242,000
Ferric Chloride Storage Tanks <sup>1</sup>		\$280,000
Ferric Chloride Chemical Metering, Accessories & Piping		\$22,000
Coagulant Aid Polymer Metering Pump & Static Mixer		\$23,000
Two Chlorine Dioxide Generators <sup>1</sup>		\$430,000
PAC Two New Weir boxes + Two New Eductors		\$37,000
Chlorine Feeder		\$147,000
RECOVERED WATER BASIN		\$820,000
SLUDGE LAGOONS		\$1,559,000
STANDBY ENGINE GENERATOR <sup>1</sup>		\$441,000
COST ADDITION FOR EXPANDING PLANT TO THE WEST		\$906,000
<b>SUBTOTAL</b>		<b>\$16,566,000</b>
SITE WORK	5%	\$828,000
YARD PIPING	15%	\$2,485,000
ELECTRICAL	20%	\$3,313,000
INSTRUMENTATION & CONTROLS	8%	\$1,325,000
<b>SUBTOTAL</b>		<b>\$24,517,000</b>
GENERAL CONDITIONS	10%	\$2,452,000
CONTINGENCIES	30%	\$7,355,000
<b>EXPANSION PRELIMINARY CONSTRUCTION COSTS 2015 DOLLARS</b>		<b>\$34,324,000</b>
Mid-Point Of Construction (2018 Dollars)		\$37,510,000
EXPANSION ENGINEERING	10%	\$3,440,000
EXPANSION CONSTRUCTION ENGINEERING SERVICES	10%	\$3,440,000
CMAR Precon Services	2%	\$686,000
Materials Testing	1%	\$343,000
Permitting (MCE5D and Phoenix)	1%	\$343,000
<b>TOTAL FOR EXPANSION MID-POINT OF CONSTRUCTION (2018 Dollars)</b>		<b>\$45,762,000</b>

<sup>1</sup> Denotes items for potential cost sharing pursuant to Section II. A.

## ITEMIZED SERVICE BUDGET

**CONTRACT SERVICE:** Case Management (CMG-CAP) **Agency:** City of Glendale-Community Action Program  
**Contract Period:** 07/01/2015 - 06/30/2016

### 1. PERSONNEL

Number of Positions	FTE Level	Position Title	Total Salary for the Contract Period	TOTAL SERVICE COST	DES COST
1	1.00	Comm. Elig. Speciali:	\$56,952	\$56,952	\$56,952
1	1.00	Comm. Elig. Rep.	\$35,141	\$35,141	\$35,141
1	1.00	Management Aide	\$40,666	\$40,666	\$40,666
1	0.50	Comm. Elig. Rep.	\$17,571	\$17,571	\$17,571
Pay increase (2.5%)				\$3,758	\$3,758
<b>TOTAL PERSONNEL</b>				<b>\$154,088</b>	<b>\$154,088</b>

### 2. EMPLOYEE RELATED EXPENSES

ITEM	BASIS	TOTAL COST	DES COST
Various fringe benefits	(Average: 41.488% of \$154,088)	\$63,928	\$63,928
<b>TOTAL EMPLOYEE RELATED EXPENSES</b>		<b>\$63,928</b>	<b>\$63,928</b>

### 3. PROFESSIONAL AND OUTSIDE SERVICES

ITEM	BASIS	TOTAL COST	DES COST
Security Service Charges	In-House Security-CAP Not being charged at this time	\$0	\$0
Temporary Employment Charges	Temp. staff support with outside vendor	\$17,000	\$17,000
Office Equipment	Includes maintenance on copier, printer and repairs for office equipment with outside vendor \$325/quarter	\$1,300	\$1,300
<b>TOTAL PROFESSIONAL AND OUTSIDE SERVICES</b>		<b>\$18,300</b>	<b>\$18,300</b>

### 4. TRAVEL

ITEM	BASIS	TOTAL COST	DES COST
Motor Pool Vehicles	CAP Estimated miles/yr.= \$2,570 (Motor Pool is not being charged at this time)	\$0	\$0
<b>TOTAL TRAVEL</b>		<b>\$0</b>	<b>\$0</b>

### 5. SPACE

ITEM	BASIS	TOTAL COST	DES COST
Office Space	Rent, Electricity, Refuse - \$2,080/mo. x 12 mos.	\$24,960	\$0
<b>TOTAL SPACE</b>		<b>\$24,960</b>	<b>\$0</b>

### 6. EQUIPMENT

ITEM	BASIS	TOTAL COST	DES COST
Computer Charges	CAP-60 Annual Computer fees	\$8,000	\$8,000
	P/C Tech. Replacement	\$2,519	\$0
<b>TOTAL EQUIPMENT</b>		<b>\$10,519</b>	<b>\$8,000</b>

### 7. MATERIALS AND SUPPLIES

ITEM	BASIS	TOTAL COST	DES COST
General Office Supplies	\$358.58/month 12 mos.	\$4,303	\$2,947
Postage/Duplicating	\$96.25/month 12 mos.	\$1,155	\$1,000
<b>TOTAL MATERIALS AND SUPPLIES</b>		<b>\$5,458</b>	<b>\$3,947</b>

8. OPERATING SERVICES				
ITEM	BASIS	TOTAL COST	DES COST	
Member Dues	ACAA Annual Membership \$460 & ACAA Conference \$190 x 6	\$1,600	\$1,600	
Telephone/Qwest Charges	\$303.08/month 12 mos.	\$3,637	\$0	
Cell Phone Charges	\$45/month 12 mos.	\$540	\$0	
Insurance Fire & Liability	\$5.50/month 12 mos.	\$66	\$0	
<b>TOTAL OPERATING EXPENSES</b>		<b>\$5,843</b>	<b>\$1,600</b>	

9 INDIRECT COSTS				
ITEM	BASIS	TOTAL COST	DES COST	
N/A		\$0.00	\$0.00	
<b>TOTAL INDIRECT COSTS</b>		<b>\$0</b>	<b>\$0</b>	

<b>10</b>	<b>SUBTOTAL ADMIN COST</b>	<b>\$283,096</b>	<b>\$249,863</b>	
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11. VOUCHERS				
ITEM		TOTAL COST	DES COST	
TANF		\$55,000	\$55,000	
LIHEAP		\$541,208	\$541,208	
LIHCON		\$0	\$0	
LLVG		\$0	\$0	
NHN		\$1,373	\$1,373	
City of Glendale-ESG/CDBG		\$80,000	\$0	
ACAA		\$59,941	\$0	
<b>TOTAL VOUCHERS</b>		<b>\$737,522</b>	<b>\$597,581</b>	

<b>12.</b>	<b>TOTAL SERVICE COST/DES TOTAL COST:</b>	<b>\$1,020,618</b>	<b>\$847,444</b>	
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REVENUE SOURCES:			
DES - DAAS	\$847,444	\$847,444	
ACAA	\$59,941		
City of Glendale	\$33,233		
City of Glendale ESG/CDBG	\$80,000		
<b>TOTAL REVENUE:</b>	<b>\$1,020,618</b>	<b>\$847,444</b>	

## ITEMIZED SERVICE BUDGET

**CONTRACT SERVICE:** Community Services (CSV-CAP)

**Agency:** City of Glendale Community Action Program

**Contract Period:** 07/01/2015 - 06/30/2016

**1. PERSONNEL**

Number of Positions	FTE Level	Position Title	Total Salary for the Contract Period	TOTAL SERVICE COST	DES COST
1	1.00	CAP Administrator	\$75,650	\$75,650	\$75,650
1	1.00	*Comm. Elig. Rep.	\$35,141	\$35,141	\$35,141
Pay increase 2.5%				\$2,770	\$2,770
<b>TOTAL PERSONNEL</b>				<b>\$113,561</b>	<b>\$113,561</b>

**2. EMPLOYEE RELATED EXPENSES**

ITEM	BASIS	TOTAL COST	DES COST
Various fringe benefits	(Average: 36.7565% of \$113,561)	\$41,741	\$41,741
<b>TOTAL EMPLOYEE RELATED EXPENSES</b>		<b>\$41,741</b>	<b>\$41,741</b>

**3. PROFESSIONAL AND OUTSIDE SERVICES**

ITEM	BASIS	TOTAL COST	DES COST
Temporary Employment Charges	Temporary staff support with outside vendor	\$22,194	\$22,194
<b>TOTAL PROFESSIONAL AND OUTSIDE SERVICES</b>		<b>\$22,194</b>	<b>\$22,194</b>

**4. TRAVEL**

ITEM	BASIS	TOTAL COST	DES COST
N/A		\$0	\$0
<b>TOTAL TRAVEL</b>		<b>\$0</b>	<b>\$0</b>

**5. SPACE**

ITEM	BASIS	TOTAL COST	DES COST
N/A		\$0	\$0
<b>TOTAL SPACE</b>		<b>\$0</b>	<b>\$0</b>

**6. EQUIPMENT**

ITEM	BASIS	TOTAL COST	DES COST
N/A		\$0	\$0
<b>TOTAL EQUIPMENT</b>		<b>\$0</b>	<b>\$0</b>

**7. MATERIALS AND SUPPLIES**

ITEM	BASIS	TOTAL COST	DES COST
General Office Supplies	\$126.50/month 12 mos.	\$1,518	\$1,518
<b>TOTAL MATERIALS AND SUPPLIES</b>		<b>\$1,518</b>	<b>\$1,518</b>

**8. OPERATING SERVICES**

ITEM	BASIS	TOTAL COST	DES COST
N/A		\$0	\$0
<b>TOTAL OPERATING EXPENSES</b>		<b>\$0</b>	<b>\$0</b>



9 <u>INDIRECT COSTS</u>				
	ITEM	BASIS	TOTAL COST	DES COST
	N/A			
	<b>TOTAL INDIRECT COSTS</b>		<b>\$0</b>	<b>\$0</b>
<b>10</b>	<b>SUBTOTAL ADMIN COST</b>		<b>\$179,014</b>	<b>\$179,014</b>

11. <u>VOUCHERS</u>				
	ITEM		TOTAL COST	DES COST
	N/A		\$0	\$0
	<b>TOTAL VOUCHERS</b>		<b>\$0</b>	<b>\$0</b>
<b>12.</b>	<b>TOTAL SERVICE COST/DES TOTAL COST:</b>		<b>\$179,014</b>	<b>\$179,014</b>

<u>REVENUE SOURCES:</u>			
DES - DAAS	\$179,014	\$179,014	
City of Glendale	\$0		
<b>TOTAL REVENUE:</b>	<b>\$179,014</b>	<b>\$179,014</b>	



## Legislation Description

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**File #:** 15-609, **Version:** 1

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### **AUTHORIZATION TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH ARIZONA DEPARTMENT OF ECONOMIC SECURITY FOR COMMUNITY ACTION PROGRAM FUNDING**

Staff Contact: Erik Strunk, Director, Community Services

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

This is a request for City Council to waive reading beyond the title and adopt a resolution authorizing the Acting City Manager to enter into Amendment No. 1 to the intergovernmental agreement (IGA) with the State of Arizona Department of Economic Security for Community Action Program (CAP) funding and operations.

#### **Background**

The CAP provides direct services to low and moderate income Glendale residents. Services include energy assistance payments and crisis assistance for families, which includes homeless assistance, rent and mortgage subsidies.

Currently, CAP is being operated through an intergovernmental agreement with the State of Arizona Department of Economic Security (DES). This has been in effect since July 1, 2010 when the State of Arizona designated the City of Glendale, as an official Community Action Agency, enabling the City to provide direct assistance to low and moderate-income residents. Under this agreement, DES provides approximately \$1 million each year for the provision of CAP services while the City provides a general fund "match" of \$8,569 and various in-kind contributions such as office space and related utilities and custodial services.

This amendment will result in funding changes to the current DES contract with the City. The first change is a decrease in funding of \$27,105 for case management services within the Low Income Home Energy Assistance Program (LIHEAP). Due to this reduction in DES funding, approximately 59 eligible Glendale residents (out of an estimated 1,186 LIHEAP eligible residents), will not be assisted in FY 15-16. This reduction is the direct result of a re-allocation of program funds by DES based on a recent legal challenge to an outdated funding model. The second decrease in funding of \$8,016 is within the administrative budget. Despite these changes, it will not impact the scope or function of CAP, and will not result in any added costs to the City. This amendment changes the annual funding between DES and the City of Glendale from \$1,061,579 to \$1,026,458 for the contract period of July 1, 2015 through June 30, 2016.

#### **Analysis**

On average, the City of Glendale CAP provides direct assistance to approximately 4,017 persons each year. The individuals are all in the "low" to "extremely low" income category and typically use CAP services at their most urgent moment of need (i.e. - food, shelter, medical emergency). Of those assisted, approximately 46%

are under 18 years of age, 33% are disabled or have a medical condition, and 13% are 65 years of age or older. If not for the assistance of the CAP, many of these individuals would be vulnerable to becoming homeless and/or have no opportunity to receive local assistance.

If approved by Council, the DES Amendment No. 1 will allow the City to continue contracting with DES and provide CAP services to Glendale residents. Per terms of the contract, the new funding allocation to the City for the provision of CAP services is \$1,026,458 for the period of July 1, 2015 - June 30, 2016.

**Previous Related Council Action**

Over the past five years, the Council has reviewed and approved several amendments to the intergovernmental agreement with DES, in addition to approving the annual operating budget of the CAP for the same time period. The most recent intergovernmental agreement was approved by Council at the May 26, 2015, Council meeting, where it approved entering into a five year intergovernmental agreement between the City and DES for CAP operations.

**Community Benefit/Public Involvement**

The CAP is designed to provide responsible and efficient support services that foster self-sufficiency and emotional stability when individuals or families are experiencing a financial hardship or major life crisis. These programs and services are reviewed on an ongoing basis by the 13-member Community Development Advisory Committee (CDAC), which is appointed by City Council. The CAP Annual Plan FY2015-16 was reviewed and unanimously recommended for approval by CDAC at the June 18, 2015 regular meeting.

**Budget and Financial Impacts**

With the exception of the annual General Fund Match and minor in-kind services, the CAP program is entirely funded through an annual entitlement grant from DES.

<b>Cost</b>	<b>Fund-Department-Account</b>
<b>\$1,026,458</b>	<b>Fund 1820, Departments 32050, 32055, 32056, 32057, 32060, various expenditure accounts</b>

Capital Expense? No

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?

RESOLUTION NO. 5019 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF AMENDMENT NO. 1 TO THE INTERGOVERNMENTAL AGREEMENT WITH THE ARIZONA DEPARTMENT OF ECONOMIC SECURITY FOR COMMUNITY ACTION PROGRAM FUNDING.

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

SECTION 1. That it is deemed in the best interest of the City of Glendale and the citizens thereof that Amendment No. 1 to the Intergovernmental Agreement (Contract ID No. ADES15-089114) between the City of Glendale and the Arizona Department of Economic Security for Community Action Program funding be entered into, which amendment is now on file in the office of the City Clerk of the City of Glendale.

SECTION 2. That the City Manager or designee and the City Clerk be authorized and directed to execute and deliver said amendment on behalf of the City of Glendale.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this \_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
MAYOR

ATTEST:

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

APPROVED AS TO FORM:

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

REVIEWED BY:

\_\_\_\_\_  
Acting City Manager

RESOLUTION NO. 5020 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE ENTERING INTO OF AN INTERGOVERNMENTAL AGREEMENT WITH THE UNITED STATES DEPARTMENT OF JUSTICE, DRUG ENFORCEMENT ADMINISTRATION (DEA) FOR ASSIGNMENT OF TWO GLENDALE POLICE DETECTIVES TO THE PHOENIX DEA TASK FORCE.

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

SECTION 1. That it is deemed in the best interest of the City of Glendale and the citizens thereof that the intergovernmental agreement entitled "Program-Funded State and Local Task Force Agreement" with the United States Department of Justice. Drug Enforcement Administration (DEA) for the assignment of two Glendale police detectives to the Phoenix DEA Task Force for a period of two years be entered into, which agreement is now on file in the office of the City Clerk of the City of Glendale.

SECTION 2. That the City Manager or designee and the City Clerk be authorized to execute and deliver any and all necessary documents on behalf of the Glendale Police Department to effectuate these assignment.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this \_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
MAYOR

ATTEST:

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

APPROVED AS TO FORM:

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

REVIEWED BY:

\_\_\_\_\_  
Acting City Manager



DEPARTMENT OF ECONOMIC SECURITY

Your Partner For A Stronger Arizona

Intergovernmental Agreement
CONTRACT AMENDMENT

Form with sections for Contractor Information, Contract ID, Amendment Number, and detailed terms of the amendment regarding funding and reimbursement ceilings.

**PROGRAM-FUNDED STATE AND LOCAL TASK FORCE AGREEMENT  
BETWEEN  
DRUG ENFORCEMENT ADMINISTRATION  
AND  
THE CITY OF GLENDALE**

This agreement is made this 30<sup>th</sup> day of September, 2015, between the United States Department of Justice, Drug Enforcement Administration (hereinafter "DEA"), and The City of Glendale, Arizona Municipal Corporation (hereinafter "City"), acting through the Glendale Police Department (hereinafter "GPD"). DEA, City and GPD are referred to herein individually as "Party" and collectively as "Parties." The DEA is authorized to enter into this cooperative agreement concerning the use and abuse of controlled substances under the provisions of 21 U.S.C. § 873.

WHEREAS there is evidence that trafficking in narcotics and dangerous drugs exists throughout Arizona, and that such illegal activity has a substantial and detrimental effect on the health and general welfare of the people of the State of Arizona, the parties hereto agree to the following:

1. The DEA Phoenix Task Force will perform the activities and duties described below:
  - a. disrupt the illicit drug traffic in the State of Arizona by immobilizing targeted violators and trafficking organizations;
  - b. gather and report intelligence data relating to trafficking in narcotics and dangerous drugs; and,
  - c. conduct undercover operations where appropriate and engage in other traditional methods of investigation in order that the Task Force's activities will result in effective prosecution before the courts of the United States and the State of Arizona.
2. To accomplish the objectives of the DEA Phoenix Task Force the GPD agrees to detail two (2) experienced Officers to the Task Force for a period of not less than two years. During this period of assignment, the GPD Officers will be under the direct supervision and control of DEA supervisory personnel assigned to the Task Force.
3. The GPD Officers assigned to the Task Force shall adhere to DEA policies and procedures. Failure to adhere to DEA policies and procedures shall be grounds for dismissal from the Task Force.
4. The GPD Officers assigned to the Task Force shall be deputized as Task Force Officers of DEA pursuant to 21 U.S.C. §878.

5. To accomplish the objectives of the DEA Phoenix Task Force, DEA will assign three (3) Special Agents to the Task Force. DEA will also, subject to the availability of annually appropriated funds or any continuing resolution thereof, provide necessary funds and equipment to support the activities of the DEA Special Agents and GPD Officers assigned to the Task Force. This support will include: office space, office supplies, travel funds, funds for the purchase of evidence and information, investigative equipment, training, and other support items.
6. During the period of assignment to the DEA Phoenix Task, the GPD will remain responsible for establishing the salary and benefits, including overtime, of the GPD Officers assigned to the Task Force, and for making all payments due them. DEA will, subject to availability of funds, reimburse the GPD for overtime payments made by it to the GPD Officers assigned to the DEA Phoenix Task Force for overtime, up to a sum equivalent to 25 percent of the salary of a GS-12, Step 1, law enforcement officer general schedule locality pay tables, rest of the United States table (currently \$17,548), per officer. ***Note: Task Force Officer's Overtime shall not include any costs for benefits, such as retirement, FICA, and other expenses.***
7. In no event will the GPD charge any indirect cost rate to DEA for the administration or implementation of this agreement.
8. The GPD shall maintain on a current basis complete and accurate records and accounts of all obligations and expenditures of funds under this agreement in accordance with generally accepted accounting principles and instructions provided by DEA to facilitate on-site inspection and auditing of such records and accounts.
9. The GPD shall permit and have readily available for examination and auditing by DEA, the United States Department of Justice, the Comptroller General of the United States, and any of their duly authorized agents and representatives, any and all records, documents, accounts, invoices, receipts or expenditures relating to this agreement. The GPD shall maintain all such reports and records until all litigation, claim, audits and examinations are completed and resolved, or for a period of three (3) after termination of this agreement, whichever is later.
10. The GPD shall comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, as amended, and all requirements imposed by or pursuant to the regulations of the United States Department of Justice implementing those laws, 28 C.F.R. Part 42, Subparts C, F, G, H, and I.
11. The GPD agrees that an authorized Officer or employee will execute and return to DEA the attached OJP Form 4061/6, Certification Regarding Lobbying: Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements. The GPD acknowledges that this agreement will not take effect and no Federal funds will be awarded to the GPD by DEA until the completed certification is received.
12. When issuing statements, press releases, requests for proposals, bid solicitations, and other GPD documents describing projects or programs funded in whole or in part with federal money, the GPD shall clearly state: (1) the percentage of the total cost of the program or project which will be financed with Federal money; and, (2) the dollar amount of federal funds for the project or program.



13. The term of this agreement shall be effective from the date in paragraph number one (1) until September 29, 2016. This agreement may be terminated by either party on thirty days' advance written notice. Billings for all outstanding obligations must be received by DEA within 90 days of the date of termination of this agreement. DEA will be responsible only for obligations incurred by GPD during the term of this agreement.

**For the Drug Enforcement Administration:**

\_\_\_\_\_  
Date \_\_\_\_\_  
Douglas W. Coleman  
Special Agent in Charge

**For the City of Glendale, an Arizona Municipal Corporation, acting through the Glendale Police Department:**

\_\_\_\_\_  
Date \_\_\_\_\_  
Debora Black  
Chief of Police

**ATTEST:**

\_\_\_\_\_  
City Clerk

**APPROVED AS TO FORM:**

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

Attachment



**U.S. DEPARTMENT OF JUSTICE  
OFFICE OF JUSTICE PROGRAMS  
OFFICE OF THE COMPTROLLER**

**CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS**

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Department and Suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

**1. LOBBYING**

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

**2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)**

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510-

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a

public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

**3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620-

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about-

- (1) The dangers of drugs abuse in the workplace;
- (2) The grantee's policy of maintaining a drug-free workplace;
- (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
- (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will-

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted-

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site (s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, country, state, zip code)

DEA Arizona Offices

Check  if there are workplace on file that are not identified here.

Section 67, 630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for Department of Justice funding. States and State agencies may elect to use OJP Form 4061/7.

Check  if the State has elected to complete OJP Form 4061/7.

**DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67; Sections 67.615 and 67.620-

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in condition any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

1. Grantee Name and Address:

For the City of Glendale, an Arizona Municipal Corporation, acting through the Glendale Police Department, 6835 N. 57th Dr., Glendale, AZ 85301

2. Application Number and/or Project Name

3. Grantee IRS/Vendor Number

4. Typed Name and Title of Authorized Representative

Debora Black, Chief

5. Signature

6. Date

**ITEMIZED SERVICE BUDGET**

**CONTRACT SERVICE:** Case Management (CMG-CAP) **Agency:** City of Glendale-Community Action Program  
**Contract Period:** 07/01/2015 - 06/30/2016

**1. PERSONNEL**

Number of Positions	FTE Level	Position Title	Total Salary for the Contract Period	TOTAL SERVICE COST	DES COST
1	1.00	Comm. Elig. Speciali:	\$56,952	\$56,952	\$56,952
1	1.00	Comm. Elig. Rep.	\$35,141	\$35,141	\$35,141
1	1.00	Management Aide	\$40,666	\$40,666	\$40,666
1	0.50	Comm. Elig. Rep.	\$17,571	\$17,571	\$17,571
		Pay increase (2.5%)		\$3,758	\$3,758
<b>TOTAL PERSONNEL</b>				<b>\$154,088</b>	<b>\$154,088</b>

**2. EMPLOYEE RELATED EXPENSES**

ITEM	BASIS	TOTAL COST	DES COST
Various fringe benefits	(Average: 41.488% of \$154,088)	\$63,928	\$63,928
<b>TOTAL EMPLOYEE RELATED EXPENSES</b>		<b>\$63,928</b>	<b>\$63,928</b>

**3. PROFESSIONAL AND OUTSIDE SERVICES**

ITEM	BASIS	TOTAL COST	DES COST
Security Service Charges	In-House Security-CAP Not being charged at this time	\$0	\$0
Temporary Employment Charges	Temp. staff support with outside vendor	\$17,000	\$17,000
Office Equipment	Includes maintenance on copier, printer and repairs for office equipment with outside vendor \$325/quarter	\$1,300	\$1,300
<b>TOTAL PROFESSIONAL AND OUTSIDE SERVICES</b>		<b>\$18,300</b>	<b>\$18,300</b>

**4. TRAVEL**

ITEM	BASIS	TOTAL COST	DES COST
Motor Pool Vehicles	CAP Estimated miles/yr.= \$2,570 (Motor Pool is not being charged at this time)	\$0	\$0
<b>TOTAL TRAVEL</b>		<b>\$0</b>	<b>\$0</b>

**5. SPACE**

ITEM	BASIS	TOTAL COST	DES COST
Office Space	Rent, Electricity, Refuse - \$2,080/mo. x 12 mos.	\$24,960	\$0
<b>TOTAL SPACE</b>		<b>\$24,960</b>	<b>\$0</b>

**6. EQUIPMENT**

ITEM	BASIS	TOTAL COST	DES COST
Computer Charges	CAP-60 Annual Computer fees	\$8,000	\$8,000
	P/C Tech. Replacement	\$2,519	\$0
<b>TOTAL EQUIPMENT</b>		<b>\$10,519</b>	<b>\$8,000</b>

**7. MATERIALS AND SUPPLIES**

ITEM	BASIS	TOTAL COST	DES COST
General Office Supplies	\$358.58/month 12 mos.	\$4,303	\$2,947
Postage/Duplicating	\$96.25/month 12 mos.	\$1,155	\$1,000
<b>TOTAL MATERIALS AND SUPPLIES</b>		<b>\$5,458</b>	<b>\$3,947</b>

8. OPERATING SERVICES				
ITEM	BASIS	TOTAL COST	DES COST	
Member Dues	ACAA Annual Membership \$460 & ACAA Conference \$190 x 6	\$1,600	\$1,600	
Telephone/Qwest Charges	\$303.08/month 12 mos.	\$3,637	\$0	
Cell Phone Charges	\$45/month 12 mos.	\$540	\$0	
Insurance Fire & Liability	\$5.50/month 12 mos.	\$66	\$0	
<b>TOTAL OPERATING EXPENSES</b>		<b>\$5,843</b>	<b>\$1,600</b>	

9 INDIRECT COSTS				
ITEM	BASIS	TOTAL COST	DES COST	
N/A		\$0.00	\$0.00	
<b>TOTAL INDIRECT COSTS</b>		<b>\$0</b>	<b>\$0</b>	

<b>10</b>	<b>SUBTOTAL ADMIN COST</b>	<b>\$283,096</b>	<b>\$249,863</b>	
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11. VOUCHERS				
ITEM		TOTAL COST	DES COST	
TANF		\$55,000	\$55,000	
LIHEAP		\$541,208	\$541,208	
LIHCON		\$0	\$0	
LLVG		\$0	\$0	
NHN		\$1,373	\$1,373	
City of Glendale-ESG/CDBG		\$80,000	\$0	
ACAA		\$59,941	\$0	
<b>TOTAL VOUCHERS</b>		<b>\$737,522</b>	<b>\$597,581</b>	

<b>12.</b>	<b>TOTAL SERVICE COST/DES TOTAL COST:</b>	<b>\$1,020,618</b>	<b>\$847,444</b>	
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REVENUE SOURCES:			
DES - DAAS	\$847,444	\$847,444	
ACAA	\$59,941		
City of Glendale	\$33,233		
City of Glendale ESG/CDBG	\$80,000		
<b>TOTAL REVENUE:</b>	<b>\$1,020,618</b>	<b>\$847,444</b>	

## ITEMIZED SERVICE BUDGET

**CONTRACT SERVICE:** Community Services (CSV-CAP)

**Agency:** City of Glendale Community Action Program

**Contract Period:** 07/01/2015 - 06/30/2016

**1. PERSONNEL**

Number of Positions	FTE Level	Position Title	Total Salary for the Contract Period	TOTAL SERVICE COST	DES COST
1	1.00	CAP Administrator	\$75,650	\$75,650	\$75,650
1	1.00	*Comm. Elig. Rep.	\$35,141	\$35,141	\$35,141
Pay increase 2.5%				\$2,770	\$2,770
<b>TOTAL PERSONNEL</b>				<b>\$113,561</b>	<b>\$113,561</b>

**2. EMPLOYEE RELATED EXPENSES**

ITEM	BASIS	TOTAL COST	DES COST
Various fringe benefits	(Average: 36.7565% of \$113,561)	\$41,741	\$41,741
<b>TOTAL EMPLOYEE RELATED EXPENSES</b>		<b>\$41,741</b>	<b>\$41,741</b>

**3. PROFESSIONAL AND OUTSIDE SERVICES**

ITEM	BASIS	TOTAL COST	DES COST
Temporary Employment Charges	Temporary staff support with outside vendor	\$22,194	\$22,194
<b>TOTAL PROFESSIONAL AND OUTSIDE SERVICES</b>		<b>\$22,194</b>	<b>\$22,194</b>

**4. TRAVEL**

ITEM	BASIS	TOTAL COST	DES COST
N/A		\$0	\$0
<b>TOTAL TRAVEL</b>		<b>\$0</b>	<b>\$0</b>

**5. SPACE**

ITEM	BASIS	TOTAL COST	DES COST
N/A		\$0	\$0
<b>TOTAL SPACE</b>		<b>\$0</b>	<b>\$0</b>

**6. EQUIPMENT**

ITEM	BASIS	TOTAL COST	DES COST
N/A		\$0	\$0
<b>TOTAL EQUIPMENT</b>		<b>\$0</b>	<b>\$0</b>

**7. MATERIALS AND SUPPLIES**

ITEM	BASIS	TOTAL COST	DES COST
General Office Supplies	\$126.50/month 12 mos.	\$1,518	\$1,518
<b>TOTAL MATERIALS AND SUPPLIES</b>		<b>\$1,518</b>	<b>\$1,518</b>

**8. OPERATING SERVICES**

ITEM	BASIS	TOTAL COST	DES COST
N/A		\$0	\$0
<b>TOTAL OPERATING EXPENSES</b>		<b>\$0</b>	<b>\$0</b>

9 <u>INDIRECT COSTS</u>				
	ITEM	BASIS	TOTAL COST	DES COST
	N/A			
	<b>TOTAL INDIRECT COSTS</b>		<b>\$0</b>	<b>\$0</b>
<b>10</b>	<b>SUBTOTAL ADMIN COST</b>		<b>\$179,014</b>	<b>\$179,014</b>

11. <u>VOUCHERS</u>				
	ITEM		TOTAL COST	DES COST
	N/A		\$0	\$0
	<b>TOTAL VOUCHERS</b>		<b>\$0</b>	<b>\$0</b>
<b>12.</b>	<b>TOTAL SERVICE COST/DES TOTAL COST:</b>		<b>\$179,014</b>	<b>\$179,014</b>

<u>REVENUE SOURCES:</u>			
DES - DAAS	\$179,014	\$179,014	
City of Glendale	\$0		
<b>TOTAL REVENUE:</b>	<b>\$179,014</b>	<b>\$179,014</b>	



## Legislation Description

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**File #:** 15-605, **Version:** 1

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**AUTHORIZATION TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE UNITED STATES DEPARTMENT OF JUSTICE DRUG ENFORCEMENT ADMINISTRATION TO CONTINUE PARTICIPATION IN A TASK FORCE**

Staff Contact: Debora Black, Police Chief

**Purpose and Recommended Action**

This is a request for City Council to waive reading beyond the title and adopt a resolution authorizing the Acting City Manager to enter into an intergovernmental agreement (IGA) with the United States Department of Justice Drug Enforcement Administration (DEA) to continue participation in a DEA Task Force in the Phoenix Area.

**Background**

The Glendale Police Department (GPD) has partnered with DEA for more than two decades to fight the importation, sale and use of dangerous drugs and narcotics; aiming to interdict the supply of drugs and the transfer of large sums of money that accompany the illicit drug trade. GPD has participated in the DEA Task Force since 2007, assigning detectives to the Task Force in the Phoenix area. The current IGA for participation in the Task Force will expire September 29, 2015.

The goal of the Task Force is the disruption of illicit drug trafficking in the State of Arizona by immobilizing targeted violators and trafficking organizations. The assigned detectives gather and report intelligence data relating to trafficking in narcotics and dangerous drugs, conduct undercover operations where appropriate, and engage in other traditional methods of investigation in order that the Task Force's activities will result in effective prosecution before the courts of the United States and the State of Arizona.

The partnership with DEA promotes close cooperation between the agencies and greatly enhances information sharing, which assists with large scale operations to suppress drug importation and sales. The experience gained by the detectives assists GPD with staying informed of drug trafficking and its impact on the City of Glendale.

**Analysis**

During the period of assignment to the Task Force, the city will remain responsible for establishing the salary and benefits, including overtime, of the detectives assigned. The DEA will reimburse the city for overtime payments made to the detectives assigned to the Task Force, up \$17,548 annually per detective. If approved, the term of this IGA is September 30, 2015 through September 29, 2016.

**Previous Related Council Action**



On September 9, 2014, Council adopted a resolution, No. 4847 New Series, authorizing the City Manager to enter into an intergovernmental agreement with the United States Department of Justice Drug Enforcement Administration for continued participation in a Task Force in the Phoenix Area.

**Community Benefit/Public Involvement**

Participation in the Task Force provides additional knowledge and experience that assists GPD with removing drug traffickers and the effects of their operations from city neighborhoods. Protecting the lives and property of the citizens of Glendale is an ongoing priority for law enforcement.

**Budget and Financial Impacts**

There is no cost to the city to enter into this IGA. Without this IGA, overtime costs for these types of drug investigations would have to be absorbed by the Police Department budget.

ORDINANCE NO. 2958 NEW SERIES

AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, REZONING APPROXIMATELY 36 ACRES OF LAND LOCATED ALONG THE EAST SIDE OF 63<sup>RD</sup> AVENUE AT THE BUTLER DRIVE ALIGNMENT BETWEEN NORTHERN AND OLIVE AVENUES FROM R-2 PRD (MIXED RESIDENCE, PLANNED RESIDENTIAL DEVELOPMENT) TO R1-4 PRD (SINGLE RESIDENCE, PLANNED RESIDENTIAL DEVELOPMENT); AMENDING THE ZONING MAP; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Glendale Planning Commission held a public hearing on August 6, 2015 in zoning case ZON15-06 in the manner prescribed by law for the purpose of rezoning property located along the east side of 63<sup>rd</sup> Avenue at the Butler Drive alignment between Northern and Olive Avenues from R-2 PRD (Mixed Residence, Planned Residential Development) to R1-4 PRD (Single Residence, Planned Residential Development); and

WHEREAS, due and proper notice of such Public Hearing was given in the time, form, substance and manner provided by law including publication of such notice in *The Glendale Star* on September 3, 2015; and

WHEREAS, the City of Glendale Planning Commission has recommended to the Mayor and the Council the zoning of property as aforesaid and the Mayor and the Council desire to accept such recommendation and rezone the property described on Exhibit A as aforesaid.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF GLENDALE as follows:

SECTION 1. That land in Glendale, Maricopa County, Arizona located along the east side of 63<sup>rd</sup> Avenue at the Butler Drive alignment between Northern and Olive Avenues from R-2 PRD (Mixed Residence, Planned Residential Development) to R1-4 PRD (Single Residence, Planned Residential Development).

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

1. Development shall be in substantial conformance with the development plan outlined in the PRD booklet, dated June 24, 2015 as it relates to the proposed subdivision into 222 single residence lots. The Site Plan is attached to this Ordinance as Exhibit B.
2. As agreed to by the applicant, street improvements on 61<sup>st</sup> Avenue shall be extended south, across the exception parcel to tie into the existing street improvements at the northeast corner Executive Palms.

3. Side yard setbacks shall be a minimum of five (5) feet.

SECTION 3. Amendment of Zoning Map. The City of Glendale Zoning Map is herewith amended to reflect the change in districts referred to and the property described in Section 1 above.

SECTION 4. Effective Date. This Ordinance shall become effective at the time and in the manner prescribed by law.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
MAYOR

ATTEST:

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

APPROVED AS TO FORM:

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

REVIEWED BY:

\_\_\_\_\_  
Acting City Manager

o\_planning\_zon15-06.doc

EXHIBIT 1

When recorded, mail to:  
City Clerk, City of Glendale  
5850 West Glendale Avenue  
Glendale, Arizona 85301

## WARRANTY DEED

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For Ten Dollars and other valuable consideration, **MIDWESTERN UNIVERSITY**, an Illinois non-profit corporation, does hereby convey to the City of Glendale, an Arizona municipal corporation, all right, title and interest to and in that certain parcel of Real Property situated in Maricopa County and described as follows:

**See Attached Description, "Exhibit A"**

It is the intention of the parties to cause the real property described on said Exhibit "A" to be dedicated as **public right of way for roadway purposes**, and to vest title in the City of Glendale in Trust, for all the uses contemplated in public street dedication.

And we do warrant the title against all persons whomsoever, subject only to those encumbrances or liens of record, or as above set forth, if any.

Dated this \_\_\_\_ day of \_\_\_\_\_ 2015.

**Exempt Pursuant to A.R.S.  
§11-1134(A)(2), 11-1134 (A)(3)**

By: \_\_\_\_\_  
Arthur Dobbelaere  
Chief Operating Officer

STATE OF ARIZONA    )  
County of Maricopa    ) ss.

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2015 by Arthur Dobbelaere, Chief Operating Officer of Midwestern University, an Illinois non-profit corporation, who acknowledged that he executed this instrument for the purposes therein contained.

---

Notary Public

My commission expires:

SWC 57<sup>th</sup> Ave/Utopia Road

EXHIBIT A

**DESCRIPTION  
OF RIGHT-OF-WAY  
TO BE DEDICATED**

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

**COMMENCING AT BRASS CAP FLUSH AT THE INTERSECTION OF 57<sup>TH</sup> AVENUE & UTOPIA ROAD;**

**THENCE SOUTH 01°23'26" EAST, ALONG THE CENTERLINE OF 57<sup>TH</sup> AVENUE, A DISTANCE OF 69.29 FEET;**

**THENCE SOUTH 88°36'34" WEST A DISTANCE OF 40.00 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF 57<sup>TH</sup> AVENUE, SAID POINT ALSO BEING THE POINT OF BEGINNING;**

**THENCE SOUTH 01° 23'26" EAST, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 480.28 FEET TO A POINT ON THE NORTH LINE OF LOT 2, MINOR LAND DIVISION FOR LEXINGTON GLENDALE, LLC, AS RECORDED IN BOOK 997, PAGE 32, RECORDS OF MARICOPA COUNTY, ARIZONA;**

**THENCE NORTH 88°36'34" EAST, ALONG SAID NORTH LINE, A DISTANCE OF 10.00 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF 57<sup>TH</sup> AVENUE;**

**THENCE SOUTH 01°23'26" EAST, ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 444.72 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 2;**

**THENCE SOUTH 88°37'33" WEST, LEAVING THE WESTERLY RIGHT-OF-WAY LINE OF 57<sup>TH</sup> AVENUE, A DISTANCE OF 10.00 FEET;**

**THENCE NORTH 01°23'26" WEST, BEING PARALLEL AND 40.00 FEET WEST OF THE CENTERLINE OF 57<sup>TH</sup> AVENUE, A DISTANCE OF 444.72 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 2;**

**THENCE SOUTH 88°36'34" WEST, ALONG SAID NORTH LINE, A DISTANCE OF 8.00 FEET;**

**THENCE NORTH 01°23'26" WEST, BEING PARALLEL AND 48.00 FEET WEST OF THE CENTERLINE OF 57<sup>TH</sup> AVENUE, A DISTANCE OF 488.43 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF UTOPIA ROAD, AS RECORDED IN DOCUMENT 2010-0905100, RECORDS OF MARICOPA COUNTY, ARIZONA;**

**THENCE SOUTH 45°52'47" EAST, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 11.42 FEET TO THE POINT OF BEGINNING.**

PREPARED BY:

DRW ENGINEERING  
10320 W. McDOWELL RD., STE. K-1136  
AVONDALE, AZ 85392

JOB NO. 12021  
APRIL 22, 2015





UTOPIA ROAD

FD. B.C.F.L.

48' R/W  
DKT. 2010-0959166

S 88°36'34" W  
40.00'

69.29'

P.O.B.

R/W  
DKT. 2010-0905100

S 45°52'47" E  
11.42'

40' R/W

40' R/W

N 01°23'26" W 488.43'

S 01°23'26" E 480.28'

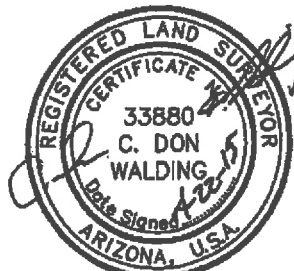
57TH AVENUE

S 01°23'26" E 994.30'

MATCH LINE SEE SHEET 2

# EXHIBIT

OF RIGHT-OF-WAY  
TO BE DEDICATED



EXPIRES 6/30/17

Date: 4/22/15

SHT. 1 OF 3

Job #: 12021

## DRW ENGINEERING, INC.

10320 West McDowell Road, Suite K-1136  
Avondale, Arizona 85392

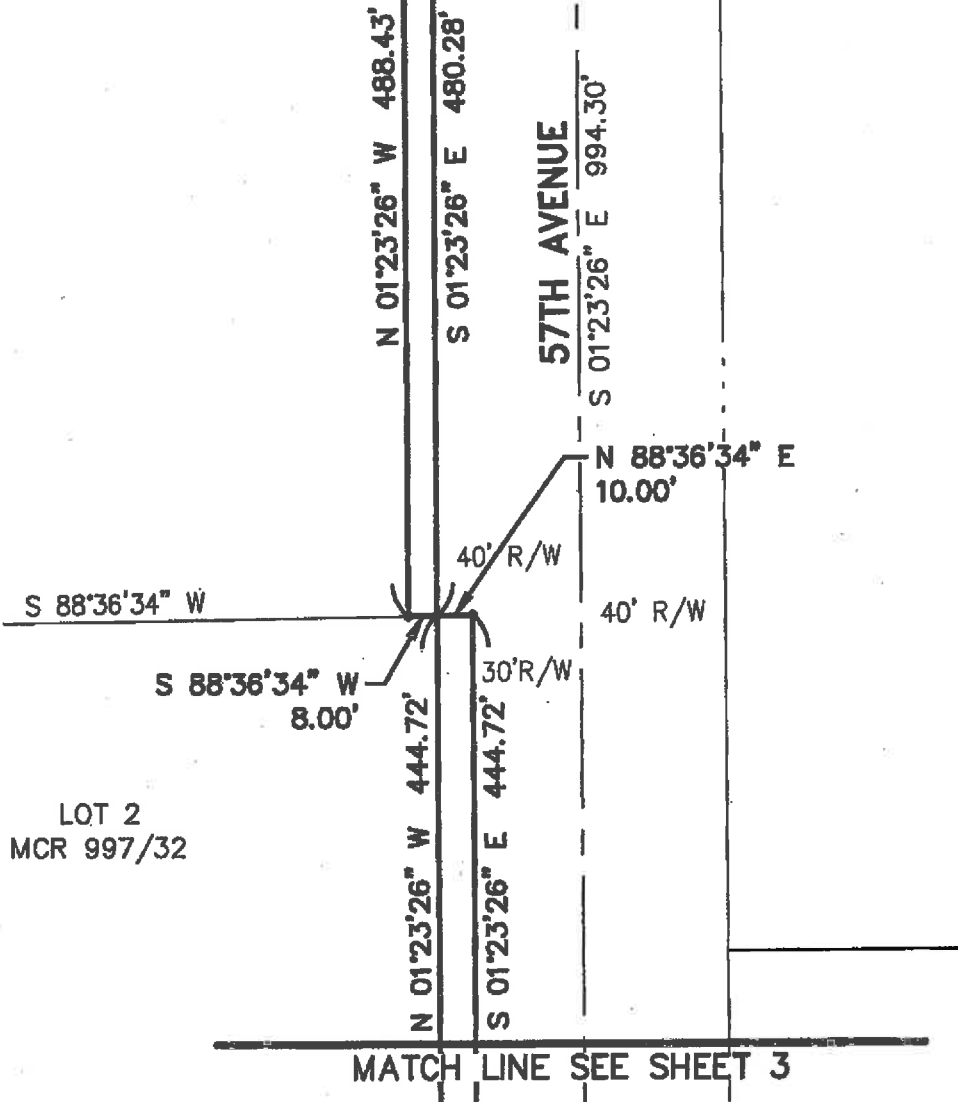
(623)478-8800 FAX(623)478-8841

Email: drw@drwengineering.com



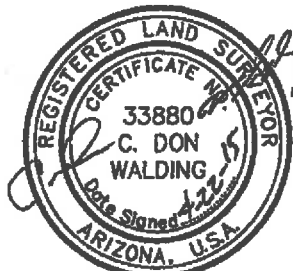
File Name: Y:\2012 Projects\12021\12021exh ROW

MATCH LINE SEE SHEET 1



# EXHIBIT

OF RIGHT-OF-WAY  
TO BE DEDICATED



EXPIRES 6/30/17

Date: 4/22/15

SHT. 2 OF 3

Job #: 12021

## DRW ENGINEERING, INC.

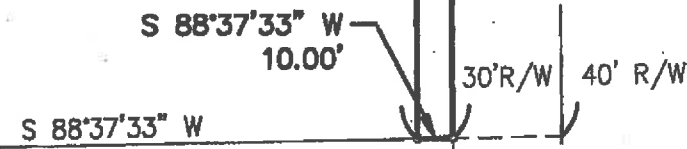
10320 West McDowell Road, Suite K-1136  
 Avondale, Arizona 85392  
 (623)478-8800 FAX(623)478-8841  
 Email: drw@drwengineering.com

MATCH LINE SEE SHEET 2



N.T.S.

LOT 2  
MCR 997/32



LOT 1  
MCR 997/32

N 01°23'26" W 444.72'

S 01°23'26" E 444.72'

57TH AVENUE

S 01°23'26" E 994.30'

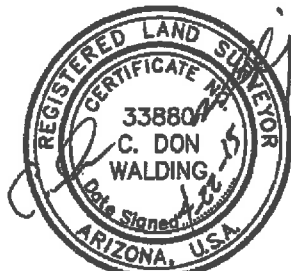
30' R/W 40' R/W

778.46'

RAILROAD SPIKE

# EXHIBIT

## OF RIGHT-OF-WAY TO BE DEDICATED



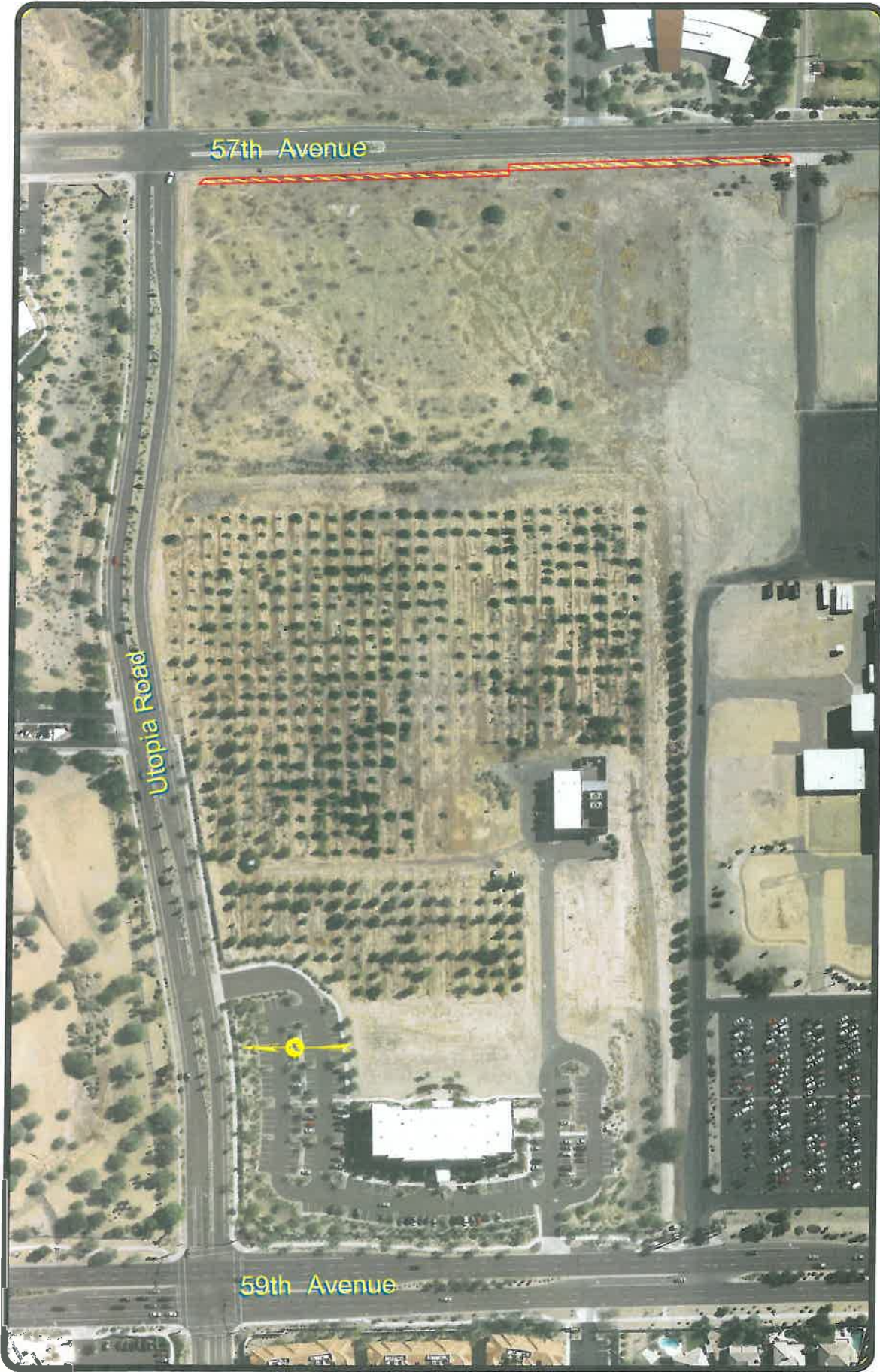
EXPIRES 6/30/17

Date: 4/22/15

SHT. 3 OF 3  
Job #: 12021

### DRW ENGINEERING, INC.

10320 West McDowell Road, Suite K-1136  
Avondale, Arizona 85392  
(623)478-8800 FAX(623)478-8841  
Email: drw@drwengineering.com



**DEDICATED RIGHT-OF-WAY  
AT MIDWESTERN UNIVERSITY**

Glendale Elementary  
School District #40

# Glendale 36

## Site Plan

YWCA of  
Phoenix

Developer

**Glendale 36, LLC**

7520 E. Angus Road  
Scottsdale, AZ 85251  
Phone: (602) 318-0025  
Contact: Pat Lannan

Design Team

**Cvl Consultants, Inc.**

4550 N. 12th Street  
Phoenix, Az 85014  
Phone: (602) 264-4752  
Contact: Dave Coble

Owen Subdivision 2

SELDON LANE

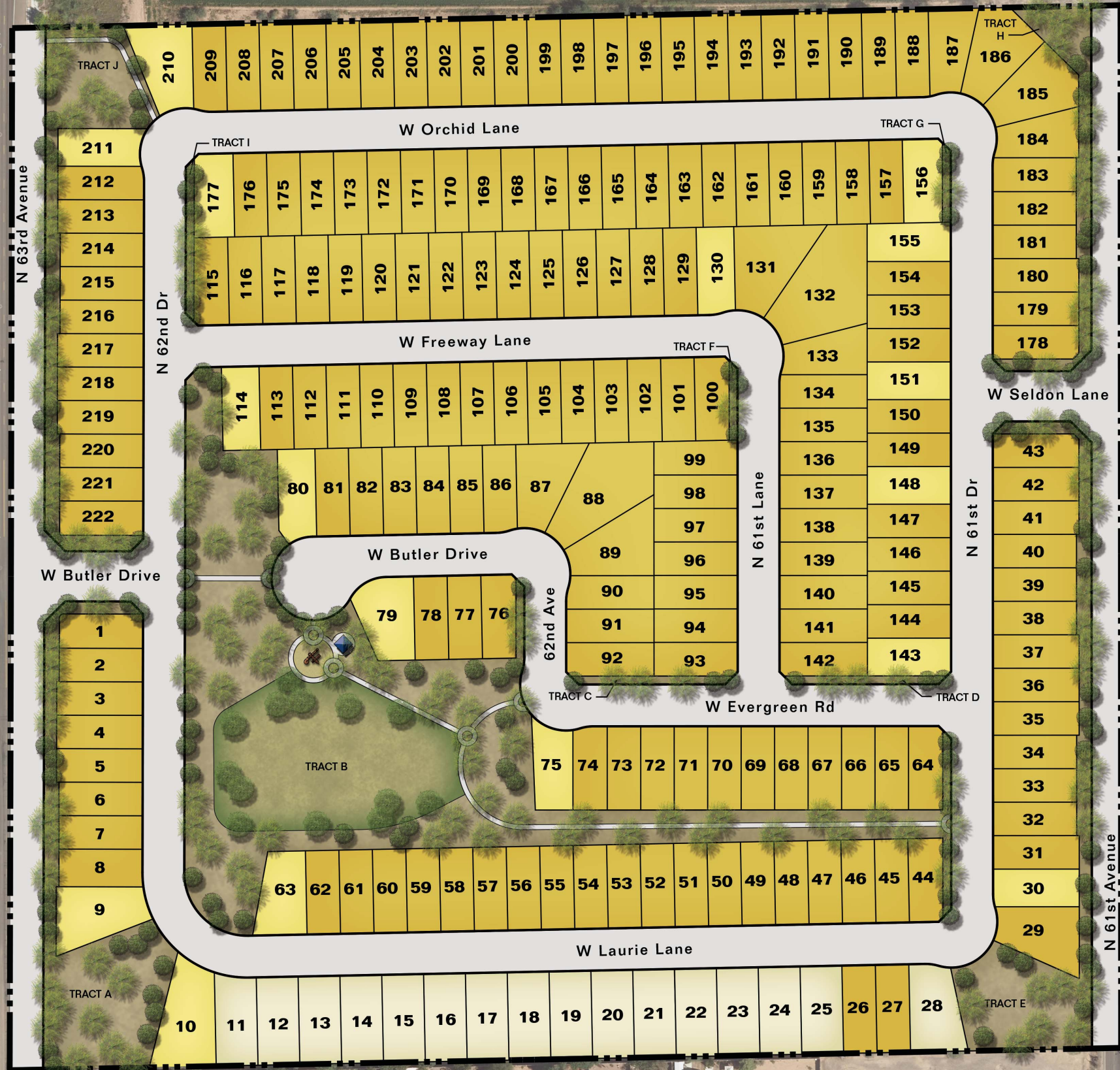
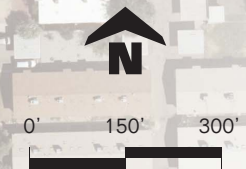
### Site Data Table

SR14-0110			
Existing Zoning	R-2		
Proposed Zoning	R1-4 PRD		
Gross Area (Acres)	37.93		
Assessor's Parcel Number (APN #)	143-13-007		
	143-15-002		
Proposed Lot Size	40'x100'	189	85%
	45'x100'	17	7.7%
	50'x105'	16	2.3%
Total Number of Units	222	100%	
Gross Density	5.85	DU/AC	
Open Space (Acres)	5.62	14.8%	
Typical Lot Size (SF)	4000 SF		

Disabled  
Amer.  
Vets #20

Teresa  
Estates

LAURIE LANE



Tarrington  
Place

Tarrington  
Ranch Park

BUTLER DRIVE

Resthaven Park  
Cemetary  
Association

Executive Palms

ECHO LANE



RESOLUTION NO. 5020 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE ENTERING INTO OF AN INTERGOVERNMENTAL AGREEMENT WITH THE UNITED STATES DEPARTMENT OF JUSTICE, DRUG ENFORCEMENT ADMINISTRATION (DEA) FOR ASSIGNMENT OF TWO GLENDALE POLICE DETECTIVES TO THE PHOENIX DEA TASK FORCE.

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

SECTION 1. That it is deemed in the best interest of the City of Glendale and the citizens thereof that the intergovernmental agreement entitled "Program-Funded State and Local Task Force Agreement" with the United States Department of Justice. Drug Enforcement Administration (DEA) for the assignment of two Glendale police detectives to the Phoenix DEA Task Force for a period of two years be entered into, which agreement is now on file in the office of the City Clerk of the City of Glendale.

SECTION 2. That the City Manager or designee and the City Clerk be authorized to execute and deliver any and all necessary documents on behalf of the Glendale Police Department to effectuate these assignment.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this \_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
MAYOR

ATTEST:

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

APPROVED AS TO FORM:

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

REVIEWED BY:

\_\_\_\_\_  
Acting City Manager

**PROGRAM-FUNDED STATE AND LOCAL TASK FORCE AGREEMENT  
BETWEEN  
DRUG ENFORCEMENT ADMINISTRATION  
AND  
THE CITY OF GLENDALE**

This agreement is made this 30<sup>th</sup> day of September, 2015, between the United States Department of Justice, Drug Enforcement Administration (hereinafter "DEA"), and The City of Glendale, Arizona Municipal Corporation (hereinafter "City"), acting through the Glendale Police Department (hereinafter "GPD"). DEA, City and GPD are referred to herein individually as "Party" and collectively as "Parties." The DEA is authorized to enter into this cooperative agreement concerning the use and abuse of controlled substances under the provisions of 21 U.S.C. § 873.

WHEREAS there is evidence that trafficking in narcotics and dangerous drugs exists throughout Arizona, and that such illegal activity has a substantial and detrimental effect on the health and general welfare of the people of the State of Arizona, the parties hereto agree to the following:

1. The DEA Phoenix Task Force will perform the activities and duties described below:
  - a. disrupt the illicit drug traffic in the State of Arizona by immobilizing targeted violators and trafficking organizations;
  - b. gather and report intelligence data relating to trafficking in narcotics and dangerous drugs; and,
  - c. conduct undercover operations where appropriate and engage in other traditional methods of investigation in order that the Task Force's activities will result in effective prosecution before the courts of the United States and the State of Arizona.
2. To accomplish the objectives of the DEA Phoenix Task Force the GPD agrees to detail two (2) experienced Officers to the Task Force for a period of not less than two years. During this period of assignment, the GPD Officers will be under the direct supervision and control of DEA supervisory personnel assigned to the Task Force.
3. The GPD Officers assigned to the Task Force shall adhere to DEA policies and procedures. Failure to adhere to DEA policies and procedures shall be grounds for dismissal from the Task Force.
4. The GPD Officers assigned to the Task Force shall be deputized as Task Force Officers of DEA pursuant to 21 U.S.C. §878.

5. To accomplish the objectives of the DEA Phoenix Task Force, DEA will assign three (3) Special Agents to the Task Force. DEA will also, subject to the availability of annually appropriated funds or any continuing resolution thereof, provide necessary funds and equipment to support the activities of the DEA Special Agents and GPD Officers assigned to the Task Force. This support will include: office space, office supplies, travel funds, funds for the purchase of evidence and information, investigative equipment, training, and other support items.
6. During the period of assignment to the DEA Phoenix Task, the GPD will remain responsible for establishing the salary and benefits, including overtime, of the GPD Officers assigned to the Task Force, and for making all payments due them. DEA will, subject to availability of funds, reimburse the GPD for overtime payments made by it to the GPD Officers assigned to the DEA Phoenix Task Force for overtime, up to a sum equivalent to 25 percent of the salary of a GS-12, Step 1, law enforcement officer general schedule locality pay tables, rest of the United States table (currently \$17,548), per officer. ***Note: Task Force Officer's Overtime shall not include any costs for benefits, such as retirement, FICA, and other expenses.***
7. In no event will the GPD charge any indirect cost rate to DEA for the administration or implementation of this agreement.
8. The GPD shall maintain on a current basis complete and accurate records and accounts of all obligations and expenditures of funds under this agreement in accordance with generally accepted accounting principles and instructions provided by DEA to facilitate on-site inspection and auditing of such records and accounts.
9. The GPD shall permit and have readily available for examination and auditing by DEA, the United States Department of Justice, the Comptroller General of the United States, and any of their duly authorized agents and representatives, any and all records, documents, accounts, invoices, receipts or expenditures relating to this agreement. The GPD shall maintain all such reports and records until all litigation, claim, audits and examinations are completed and resolved, or for a period of three (3) after termination of this agreement, whichever is later.
10. The GPD shall comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, as amended, and all requirements imposed by or pursuant to the regulations of the United States Department of Justice implementing those laws, 28 C.F.R. Part 42, Subparts C, F, G, H, and I.
11. The GPD agrees that an authorized Officer or employee will execute and return to DEA the attached OJP Form 4061/6, Certification Regarding Lobbying: Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements. The GPD acknowledges that this agreement will not take effect and no Federal funds will be awarded to the GPD by DEA until the completed certification is received.
12. When issuing statements, press releases, requests for proposals, bid solicitations, and other GPD documents describing projects or programs funded in whole or in part with federal money, the GPD shall clearly state: (1) the percentage of the total cost of the program or project which will be financed with Federal money; and, (2) the dollar amount of federal funds for the project or program.

13. The term of this agreement shall be effective from the date in paragraph number one (1) until September 29, 2016. This agreement may be terminated by either party on thirty days' advance written notice. Billings for all outstanding obligations must be received by DEA within 90 days of the date of termination of this agreement. DEA will be responsible only for obligations incurred by GPD during the term of this agreement.

**For the Drug Enforcement Administration:**

\_\_\_\_\_  
Date \_\_\_\_\_  
Douglas W. Coleman  
Special Agent in Charge

**For the City of Glendale, an Arizona Municipal Corporation, acting through the Glendale Police Department:**

\_\_\_\_\_  
Date \_\_\_\_\_  
Debora Black  
Chief of Police

**ATTEST:**

\_\_\_\_\_  
City Clerk

**APPROVED AS TO FORM:**

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

Attachment





**U.S. DEPARTMENT OF JUSTICE  
OFFICE OF JUSTICE PROGRAMS  
OFFICE OF THE COMPTROLLER**

**CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS**

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Department and Suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

**1. LOBBYING**

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

**2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)**

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510-

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a

public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

**3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620-

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about-

- (1) The dangers of drugs abuse in the workplace;
- (2) The grantee's policy of maintaining a drug-free workplace;
- (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
- (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will-

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted-

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site (s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, country, state, zip code)

DEA Arizona Offices

Check  if there are workplace on file that are not identified here.

Section 67, 630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for Department of Justice funding. States and State agencies may elect to use OJP Form 4061/7.

Check  if the State has elected to complete OJP Form 4061/7.

**DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67; Sections 67.615 and 67.620-

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in condition any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

1. Grantee Name and Address:

For the City of Glendale, an Arizona Municipal Corporation, acting through the Glendale Police Department, 6835 N. 57th Dr., Glendale, AZ 85301

2. Application Number and/or Project Name

3. Grantee IRS/Vendor Number

4. Typed Name and Title of Authorized Representative

Debora Black, Chief

5. Signature

6. Date

# **GLENDALE 36**

---

## **A PLANNED RESIDENTIAL DEVELOPMENT**

**CASE NO. ZON15-06**

**PRESENTED TO THE CITY OF GLENDALE**

**JUNE 24, 2015**

### **APPLICANT/OWNER**

**DEL PUEBLO COMMUNITIES, LLC**

**7520 E. ANGUS DRIVE**

**SCOTTSDALE, ARIZONA 85251**

### **CONTACT PERSON**

**PAT LANNAN**

**480-947-6200**

### **PREPARED BY**

**COE & VAN LOO CONSULTANTS, INC.**

**4550 N. 12TH STREET**

**PHOENIX, ARIZONA 85014**

### **CONTACT PERSON**

**DAVID COBLE**

**602-285-4752**

**GLENDALE 36**  
A PLANNED RESIDENTIAL DEVELOPMENT

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# **GLENDALE 36**

A PLANNED RESIDENTIAL DEVELOPMENT

## **EXHIBITS**

EXHIBIT A	EXISTING ZONING
EXHIBIT B	PROPOSED ZONING
EXHIBIT C	AERIAL MAP
EXHIBIT D	SITE PLAN
EXHIBIT E	ENTRY FEATURE AND CONCEPTUAL PERIMETER THEME WALL
EXHIBIT F	CONCEPTUAL MAILBOX

June 24, 2015

**Glendale 36**  
Case No. ZON15-06  
Project Narrative

**1. Description of Development Proposal**

This narrative is written with the intent of describing the pertinent information regarding the proposed rezoning of thirty-six acres bounded by North 63rd Avenue on the west, North 61st Avenue on the east, the Executive Palms single family residential subdivision on the south, and vacant agricultural land owned by Glendale Elementary School District #40 on the north. The Glendale 36 parcel is located in Township 3 North, Range 2 East, in Section 31 of the Gila and Salt River Base and Meridian, Maricopa County, Arizona. The property is located in the Barrel District.

The parcels identified are on the Maricopa County Assessor's map as parcel 143-13-007 and 143-15-002. The two parcels are currently zoned as R-2 Mixed Residence. The applicant is proposing to rezone both parcels to R1-4 Single Residence using the Planned Residential Development (PRD) option. This project is to be completed in one phase.

The neighborhood streets will be part of the public right-of-way. A minimum of two off-street parking spaces per residential unit will be supplied with driveway and an attached garage or carport. Each space will be independently accessible. The proposed development will have 222 total units. The majority of the units will be 40' wide lots, with 17 lots at 45', in width, and 16 lots at 50' in width. Circulation around the site will be facilitated by 61st Avenue and 63rd Avenue with right-of-ways ranging from 33 feet to 40 feet. These two streets run north and south, and are classified as collectors.

**2. Existing Conditions**

The current zoning for the parcel is R-2, or Mixed Residence. This zoning is intended to create a transition from urban single residence districts to a mixture of residential land uses. Because the surrounding area is not an urban mixed-use area and the desired variety of residential options can be maintained with a R1-4 zoning, the applicant is requesting to rezone to R1-4 (see exhibits A and B). This will create a more cohesive neighborhood within this suburban area, while maintaining the General Plan land use, Medium-High Density Residential: 5.0-8.0 du/ac (see exhibit D).

**The surrounding properties include:**

Immediately to the north of the site is a vacant tract owned by the Glendale Elementary School District #40. The neighborhood north of Alice Avenue (north of the school district's land) has apartments and townhomes, both zoned R-4. The townhomes were built around 1973, with two units for sale ranging from \$49,000 - \$65,000 (according to Zillow.com).



*Townhomes for sale*

On the east border of the site is 61st Avenue. Young Women's Christian Association and A New Leaf family counseling center, an apartment complex (zoned R-4) and single-family residential (zoned R-4) are located on 61st Avenue. The single-family residential neighborhood is called the Owen Subdivision 2 and was platted in 1959. The homes there were built from 1960-1971 and the average lot size is approximately 7,800 sq. ft. No information was found on the apartments located at 8530 North 59th Avenue, except that they are zoned R-4. Teresa Estates is a subdivision of fourplexes zoned R-4. These parcels were platted in 1972 and built in 1973 (see exhibit C).

To the south of the subject property is vacant residential land (zoned R-4) and single-family residences (zoned R1-6). The vacant land surrounds on three sides another parcel which contains a single home; together these parcels are for sale for \$225,000 (according to Zillow.com). The single-family residential subdivision is called Executive Palms and the lots are on average 5,500 sq. ft. The land was platted in 1994 and homes were built between 1996 and 1999.



*Single home for sale with surrounding vacant parcel*

The Resthaven Cemetery is to the west of the subject property. North of the cemetery is the Tarrington Ranch Park, and single-family residences (zoned R1-4) along the west side of 63rd Avenue. These single-family detached homes were built around 2006 and the average lot size is 3,600 sq. ft on average. The Tarrington Place neighborhood has one home for sale listed at \$195,000 (according to Zillow.com).



*Home for sale in the Tarrington Place Neighborhood*

**The relevant destinations in the vicinity include:**

- Resthaven Cemetery: 6450 W Northern Ave, Glendale, AZ 85301
- Tarrington Ranch Park: 6350 W Butler Drive, Glendale, AZ 85301
- A New Leaf outpatient counseling center: 8581 N 61st Ave #A, Glendale, AZ 85302
- YWCA: 8561 N 61st Ave, Glendale, AZ 85302
- Covenant International Church: 8807 N 61st Ave, Glendale, AZ 85302
- The Church of Jesus Christ of Latter-day Saints: 8840 N 61st Ave, Glendale, AZ 85302
- Glendale Community College: 6000 W Olive Ave, Glendale, AZ 85302
- Banner Thunderbird Medical Center: 5555 W Thunderbird Rd, Glendale, AZ 85306
- Glendale Fire Department Station 157: 9658 N 59th Ave, Glendale, AZ 85302



Glendale Police and Fire Station: 6835 N 57th Drive, Glendale, AZ 85301  
Circle K gas station: 5848 W Olive Ave, Glendale, AZ 85302  
7 Eleven gas station: 6720 W Olive Ave, Peoria, AZ 85345  
Butler Park: 57th Avenue and Alice Ave, Glendale, Arizona 85302  
Chase Bank: 5849 W Northern Ave, Glendale, AZ 85301  
Walmart Supercenter: 5605 W Northern Ave, Glendale, AZ 85301  
Fry's Food Store: 5116 W Olive Ave, Glendale, AZ 85302  
Walmart Neighborhood Market (proposed): 5137 W Olive Ave, Glendale, AZ 85302  
US Post Office: 5955 W Peoria Ave, Glendale, AZ 85302  
Glendale Success Academy: 7301 N 58th Ave, Glendale, AZ 85301  
Landmark Middle School: 5730 W Myrtle Ave, Glendale, AZ 85301  
Glendale American Elementary School: 8530 N 55th Ave, Glendale, AZ 85302  
North Pointe Preparatory High School: 10215 N 43rd Ave, Phoenix, AZ 85051  
Apollo High School: 8045 N 47th Ave, Glendale, AZ 85302  
Glendale High School: 6216 W Glendale Ave, Glendale, AZ 85301

### **3. Conditions, Covenants, and Restrictions**

Conditions, covenants, and restrictions for this project will be submitted with final documents.

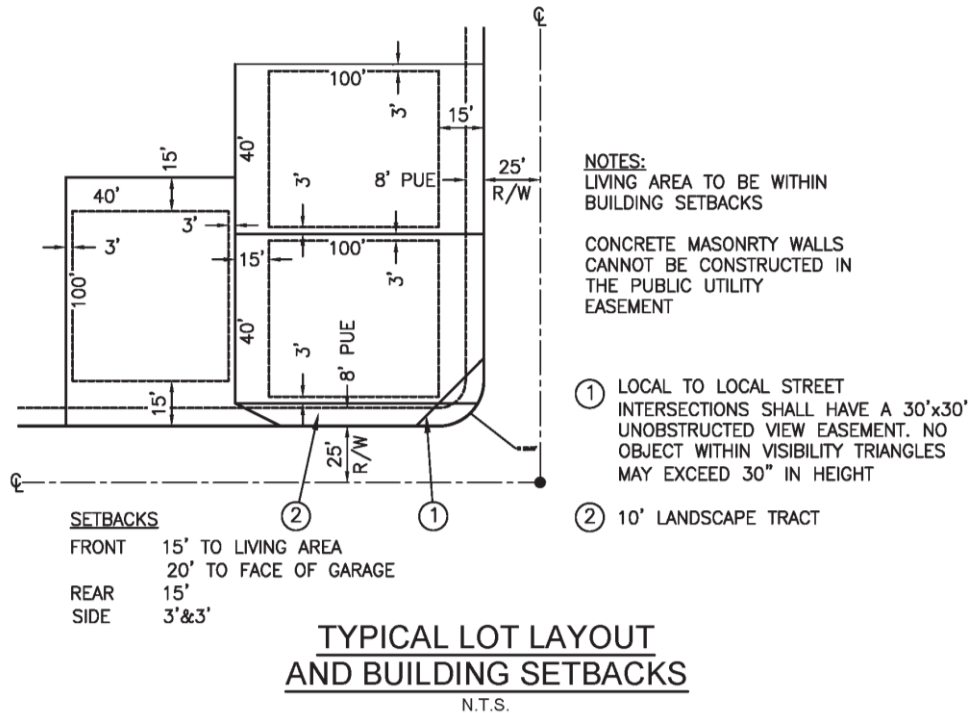
### **4. House Product Design**

The house product has not been selected for this development at this time. The proposed housing product could be a mixture of single story, two story, and possibly three story product with a single or dual tandem garage. The product will be 34 feet in width and no more than 30 feet in height. With the setbacks there is approximately a 2,000 square-foot area available for the housing product on the 40' x 100' lots; a 2,250 square-foot home on the 45' x 100' lots; and a 2,500 square-foot home on the 50' x 100' lots.

In reviewing housing product for these lot sizes the final product could be a mixture of single story, two story, and possibly three story product. A few of the product options could be a single story two bedroom bungalow with a one car garage and a covered front porch or a two-story four bedroom home with a single car garage and a covered porch. All homes will include a covered patio with box columns and a roof that is integrated into the design of the home. If the patio roof of the product is flat a tile roof or a parapet will be included.

Architectural diversity guidelines are achieved from the use of front yard porches, alternating roof lines and ridge lines, and varying earth tone colors of the roof tiles and the paint pallet. There will be a minimum of 3 color pallets and roof tile options. Exterior finish shall consist of stucco, masonry, brick, or stone veneer and popouts will be provided on all windows. All mechanical equipment will be ground mounted. There will also be a minimum of two builder installed front yard landscaping packages options to be installed within 30 days of closing.

## 5. Typical Standards and Lot Layout



*Typical Lot Layout*

In accordance with R1-4 zoning standards, the typical lot layout for Glendale 36 will have a front setback of 15-20 feet, rear setback of 15 feet, and a street side setback of 10 feet. Local to local street intersections will have a 30-foot by 30-foot unobstructed view easement. Glendale 36 will comply with the maximum structure height of 30 feet. The development proposes a side setback of 3 feet and 3 feet instead of the standard side setback of 5 feet and 5 feet. Maximum lot coverage of fifty percent (50%) instead of the standard forty-five percent (45%) is also proposed for Glendale 36.

## 6. Public or Commonly Owned Open Space and Facilities

The property owner is responsible for maintaining landscaping in all public right-of-way adjacent to the project.

## 7. Landscape Concept & Perimeter Theme Wall

The landscape design for Glendale 36 will have modified desert landscaping around the property with turf and deciduous shade trees in the open play areas. Open space on the southeast of the property will include a trail system and benches. An amenity area will provide a shaded tot lot, shade ramada, open play area, benches, B.B.Q. grill, and picnic

tables. Open space on the northeast of the property will include a trail system and bench to accommodate children walking to school.

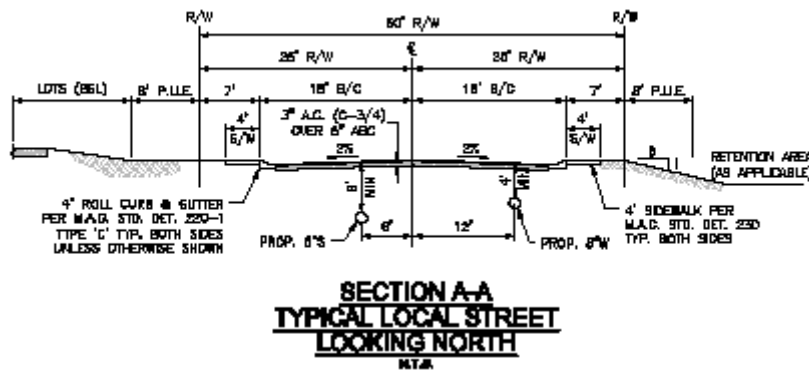
Theme walls will be made of split-faced block to mimic the look of the surrounding neighborhood without the maintenance concerns associated with stucco. View fencing will be placed along the back of lots surrounding the amenity area. The entry monument will be located at the intersection of Butler Drive and 63<sup>rd</sup> Avenue. The monument will be sandblasted onto earth tone tile/stone facing east toward 63<sup>rd</sup> Avenue (see Exhibit E for details). Exhibit F shows the conceptual mailbox design. The homeowners association will own and maintain the perimeter theme wall and entry features.

### 8. Screening, Buffers, and Transitions

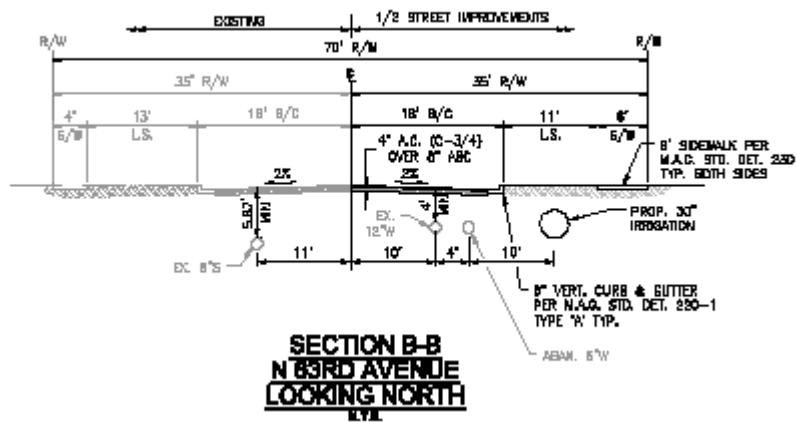
All mechanical equipment, electrical meter, and similar utility devices shall be screened from public view with appropriate plantings, where possible and permitted by the respective utility providers. Walls used for this purpose will be a minimum of six feet in height.

A minimum ten-foot wide landscape buffer is designed around the property. The landscaping for this buffer will be modified desert landscaping with street trees and desert shrubs. On the east side of the property there will be an open play area kiddy corner from Tarrington Ranch Park that will act as a buffer to 63<sup>rd</sup> Avenue.

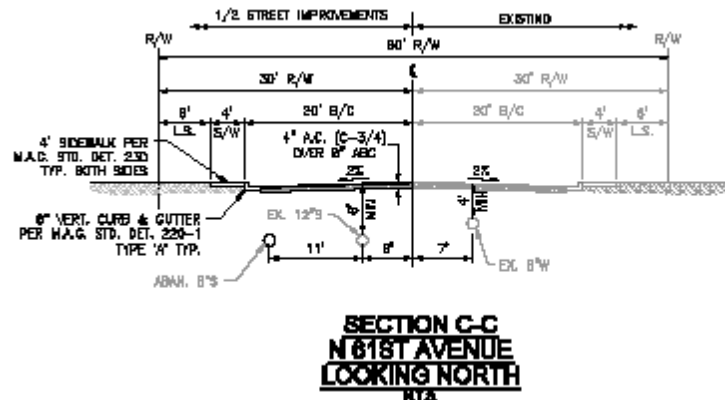
### 9. Proposed Cross Sections



*Typical Local Street Looking North*



*North 63<sup>rd</sup> Avenue Looking North*



*North 61<sup>st</sup> Avenue Looking North*

The new sidewalks will taper to match the existing 7-foot wide sidewalks to the north on 61<sup>st</sup> Avenue and 63<sup>rd</sup> Avenue. Curb, gutter, sidewalk, and LED street lights will be provided along all roadways.

**10. Drainage**

The site will be designed to meet the City of Glendale drainage requirements as stated in the Storm Water Policies and Standards. In addition, certain aspects of the design are in accordance with the Flood Control District of Maricopa County (FCDMC), Drainage Design Manuals for Maricopa County, Arizona, Volume I, Hydrology, Volume II, Hydraulics, and Drainage Policies and Standards Manual for Maricopa County, Arizona. The site contains light vegetation and trees and it is mainly a farmland and slopes in the range of 0.3% to 0.5 % to the west.

Offsite flow heading south on N 63d Ave crosses W Alice Avenue located north of the site and continues south towards an existing scupper on the north bound, routing storm water to an existing retention basin adjacent to the north west corner of the site. Runoff along N 63rd Ave and adjacent to the site will be captured as required by scuppers and routed to the proposed retention system located south west of the site. North of the site is farmland and flow travels west towards an existing basin. South of the site, runoff travels south to south west and away from the site. Flow heading south on N 61st Ave is intercepted north of the site by an existing scupper routing storm water to an existing retention basin adjacent to the north east corner of the site. Runoff along N 61st Ave and adjacent to the site will be captured by scuppers and routed to the proposed detention system located south east of the site.

The on-site drainage concept provides retention basins to retain post-developed versus pre-developed on-site runoff from the 100-year, 2-hour storm, as required by the City of Glendale and Flood Control District of Maricopa County. Hydrologic design for the site will be based on the City of Glendale Hydrologic Design Criteria. The local street within the site will be designed such that the 10-year flow is contained within the street curbs. The 50-year flow is contained within the right-of-way. The local street will be designed to convey runoff to the retention basin located within the site. Where capacity of the street is exceeded, catch basins and storm drains will be used to convey the flow from the streets into the retention basin. Finished floor elevations will be set at a minimum of 14 inches above the top of adjacent low curb or outfall and a minimum of 6 inches above the top of adjacent high curb. In addition, the finished floors will be 14 inches above the outfall or 0.5 foot above the maximum 100-year water surface elevation, whichever is greater.

## 11. Water and Sewer

Per Quarter Section Maps obtained from the City of Glendale on August 27, 2014 there is an existing 12-inch water main and an 8-inch sewer main on 63rd Avenue extending the length of the proposed development. Also, there is an existing 8-inch water main and an 8-inch sewer main on 61st Avenue extending the length of the proposed development as well. As part of our engineering design process we will obtain water pressure tests on each line to determine the suitability for development and cross connection of these water mains which are both in Zone-I. In addition, we will coordinate with the City to determine the reserve capacity of the sanitary sewer systems and direct flow to each main accordingly. It is presumed that there is sufficient treatment works capacity for the proposed development.

**12. R1-4 Development Standards**

Min.Net Lot Area	Min. Width	Min. Depth	Minimum Setback <sup>2</sup>				Max. Structure Height <sup>1</sup>	Max. % Lot Coverage
			Front	Rear	Side	Street Side		
4,000'	40'	80'	15'-20'	15'	0' to 10'	10'	30'	45%

1 Two story maximum, refer to Section 7.300 for accessory buildings

2 Minimum 10 feet separation between buildings on adjacent lots

**13. Proposed Development Standards**

Min.Net Lot Area	Min. Width	Min. Depth	Minimum Setback				Max. Structure Height	Max. % Lot Coverage
			Front	Rear	Side	Street Side		
4,000	40'	80'	15'-20'	15'	3' & 3'	10'	30'	50%

**14. Conclusion**

The development team believes that this request represents an appropriate and favorable planning of the site and will bring a unique product to the City of Glendale.

We look forward to working with staff in the processing of this project.

# EXHIBITS

# **EXHIBIT A**

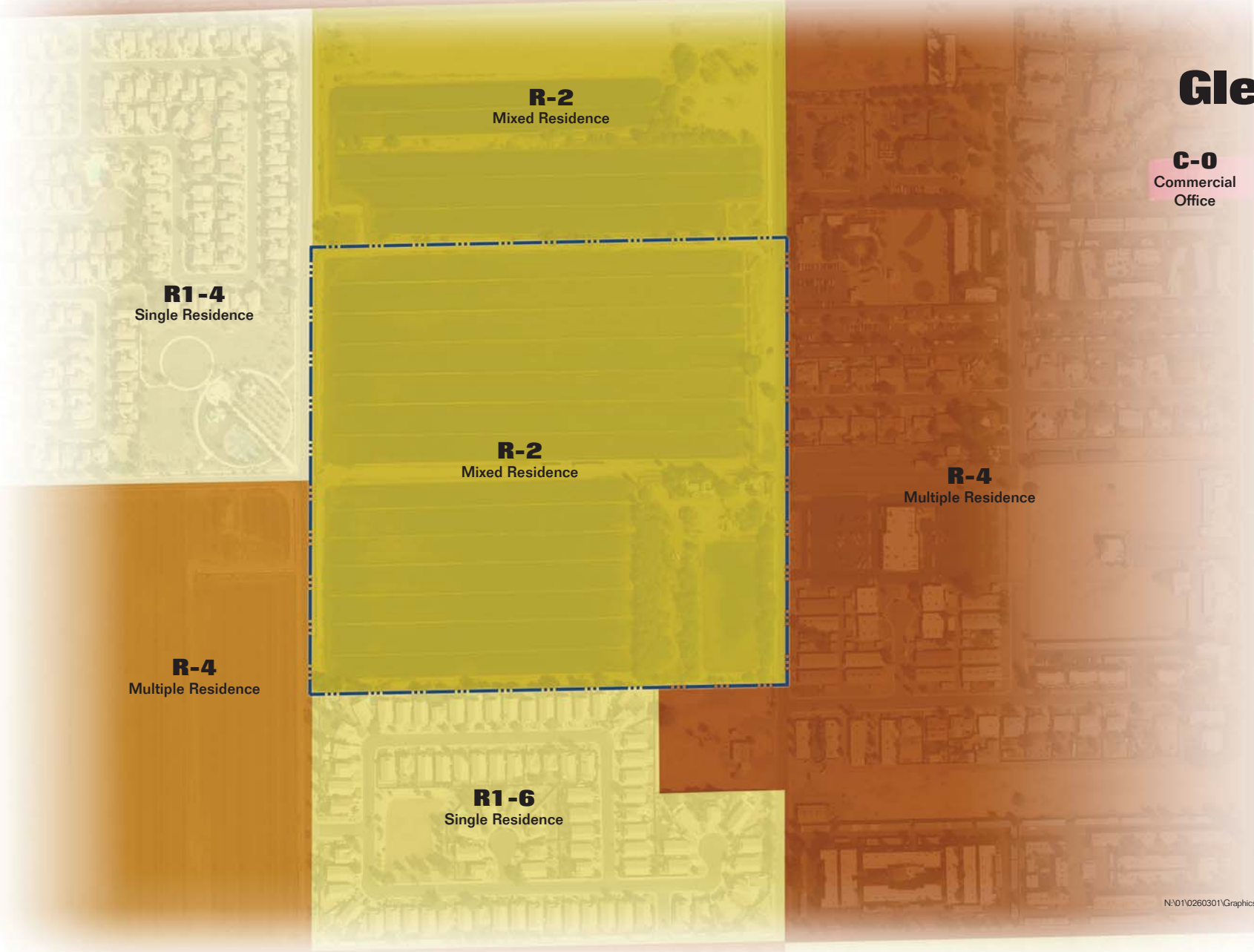
## **Existing Zoning**



# Glendale 36

**C-0**  
Commercial  
Office

**Existing Zoning**



**R-2**  
Mixed Residence

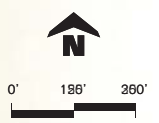
**R1-4**  
Single Residence

**R-2**  
Mixed Residence

**R-4**  
Multiple Residence

**R-4**  
Multiple Residence

**R1-6**  
Single Residence



# **EXHIBIT B**

## **Proposed Zoning**

# Glendale 36

**C-0**  
Commercial  
Office

## Proposed Zoning

**R1-4**  
Single Residence

**R-2**  
Mixed Residence

**R1-4 PRD**  
Single Residence  
Planned Residential Development

**R-4**  
Multiple Residence

**R-4**  
Multiple Residence

**R1-6**  
Single Residence



# **EXHIBIT C**

## **Aerial Map**

# Glendale 36

## Aerial Map

**ALICE AVENUE**

**Glendale Elementary School District #40**  
APN 143-13-324  
Document No. 2008-0099412

**Tarrington Place**  
Book 693 of Maps,  
Page 22

**Prospect Park Limited Partnership**  
APN 143-46-032C  
APN 143-46-032F

**Village Sereno Condominiums**  
Book 773 of Maps,  
Page 13

**Tarrington Ranch Park**  
APN 143-19-603  
Document No. 2004-1406170

**W Property Management**  
APN 143-46-035D

**Evergreen Property Management LLC**  
APN 143-46-034A

**Owen Subdivision 2**  
Book 85 of Maps,  
Page 28

**Owen Subdivision Lot 1-8**  
Book 81 of Maps,  
Page 37

**Peck Judy A**  
APN 143-46-033B

**Disabled Amer. Vets #20**  
APN 143-14-022E

**Las Casas Contentas**  
Book 153 of Maps,  
Page 42

**Teresa Estates**  
Book 148 of Maps,  
Page 31

**SPA AZ LLLP**  
APN 143-14-021A

**Resthaven Park Cemetary Association**  
APN 143-118-004E  
Docket 10427, Page 170

**63RD AVENUE**

**61ST AVENUE**

**Subject**

**ECHO LANE**

**Doris Asano TR**  
APN 143-15-001E

**Glendale Estates**  
Book 66 of Maps, Page 24

**Native American Connections INC MCD**  
APN 143-14-134

**LAURIE LANE**

**Executive Palms**  
Book 386 of Maps, Page 45

**Cambridge Square Partnership**  
APN 143-14-023B

**Monterey Group LLC**  
APN 143-14-023C

**BUTLER DRIVE**



# **EXHIBIT D**

## **Site Plan**

Glendale Elementary  
School District #40

# Glendale 36

## Site Plan

YWCA of  
Phoenix

Developer

**Glendale 36, LLC**

7520 E. Angus Road  
Scottsdale, AZ 85251  
Phone: (602) 318-0025  
Contact: Pat Lannan

Design Team

**Cvl Consultants, Inc.**

4550 N. 12th Street  
Phoenix, Az 85014  
Phone: (602) 264-4752  
Contact: Dave Coble

Owen Subdivision 2

SELDON LANE

### Site Data Table

SR14-0110			
Existing Zoning	R-2		
Proposed Zoning	R1-4 PRD		
Gross Area (Acres)	37.93		
Assessor's Parcel Number (APN #)	143-13-007		
	143-15-002		
Proposed Lot Size	40'x100'	189	85%
	45'x100'	17	7.7%
	50'x105'	16	2.3%
Total Number of Units	222	100%	
Gross Density	5.85	DU/AC	
Open Space (Acres)	5.62	14.8%	
Typical Lot Size (SF)	4000 SF		

Disabled  
Amer.  
Vets #20

Teresa  
Estates

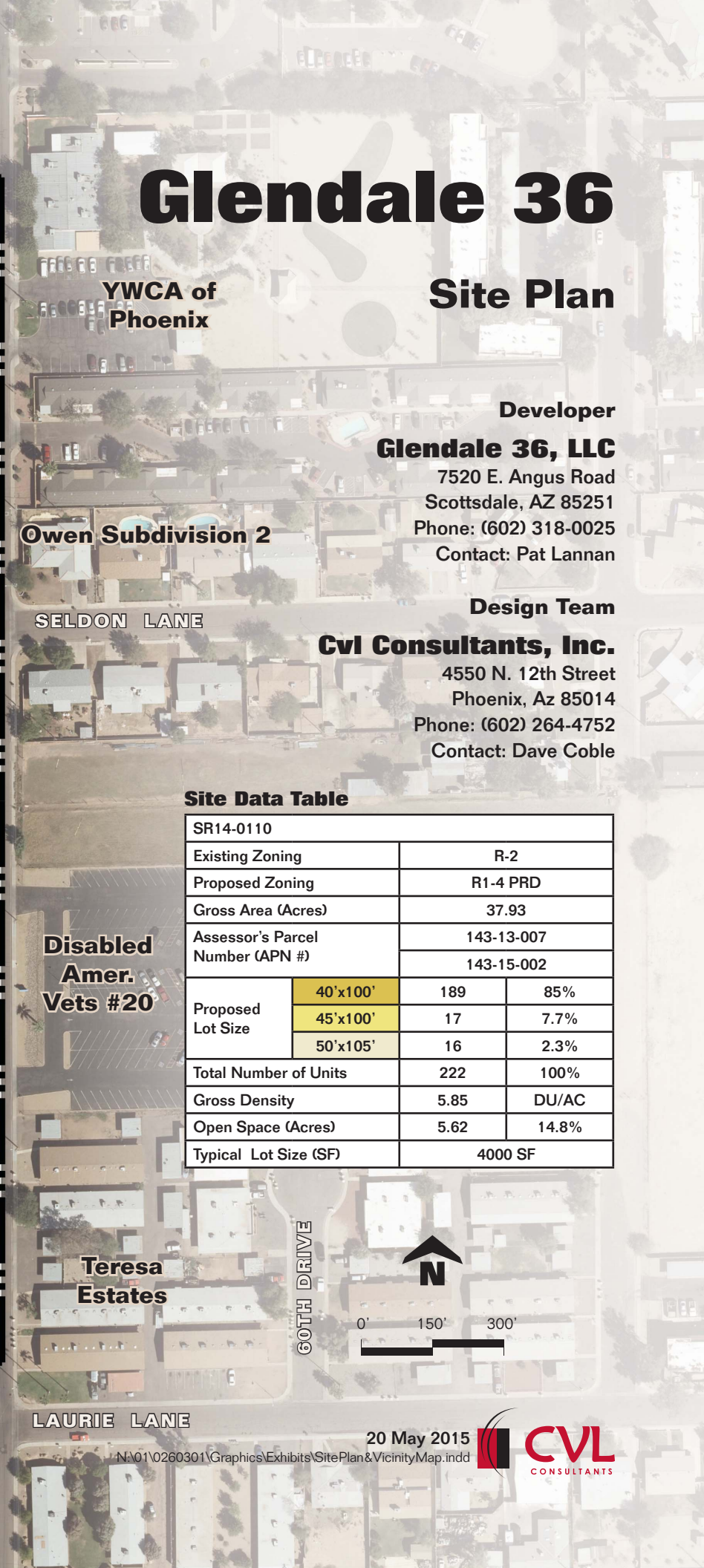
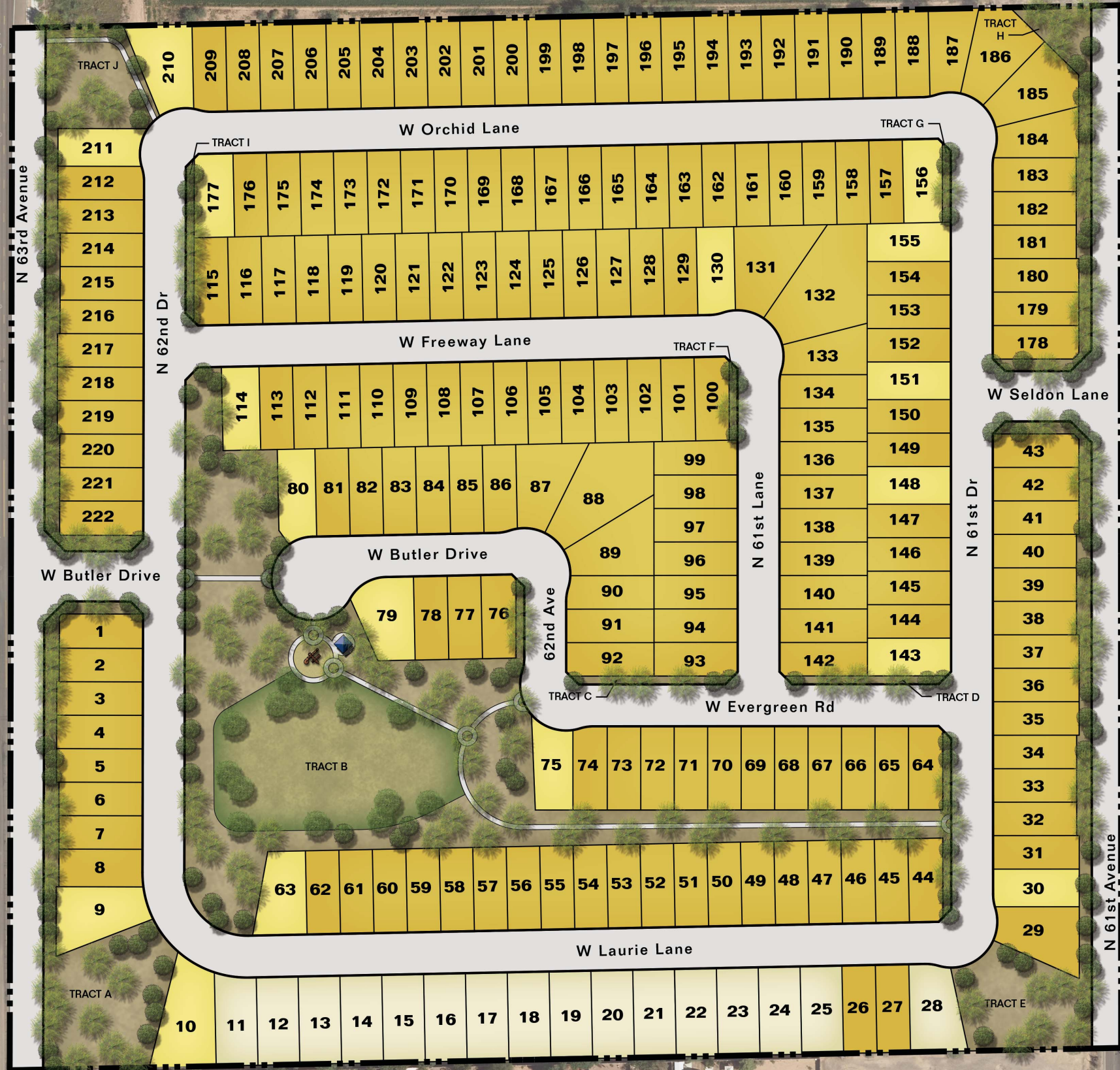
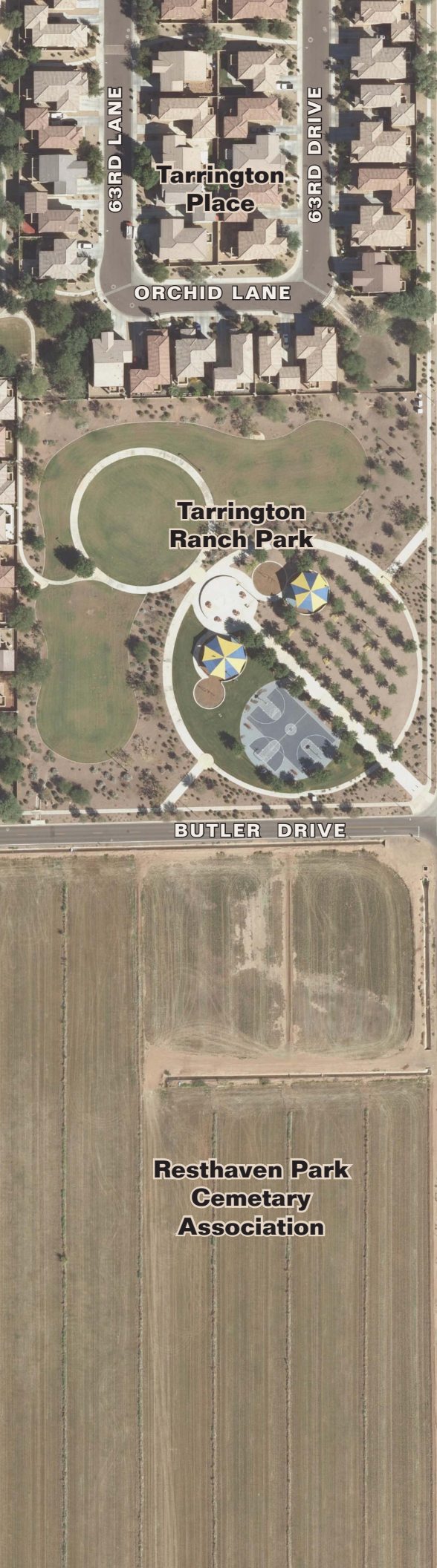


0' 150' 300'

LAURIE LANE

20 May 2015

N:\01\0260301\Graphics\Exhibits\SitePlan&VicinityMap.indd



# **EXHIBIT E**

## **Entry Feature and Conceptual Perimeter Theme Wall**



# GLENDALE 36

GLENDALE, AZ

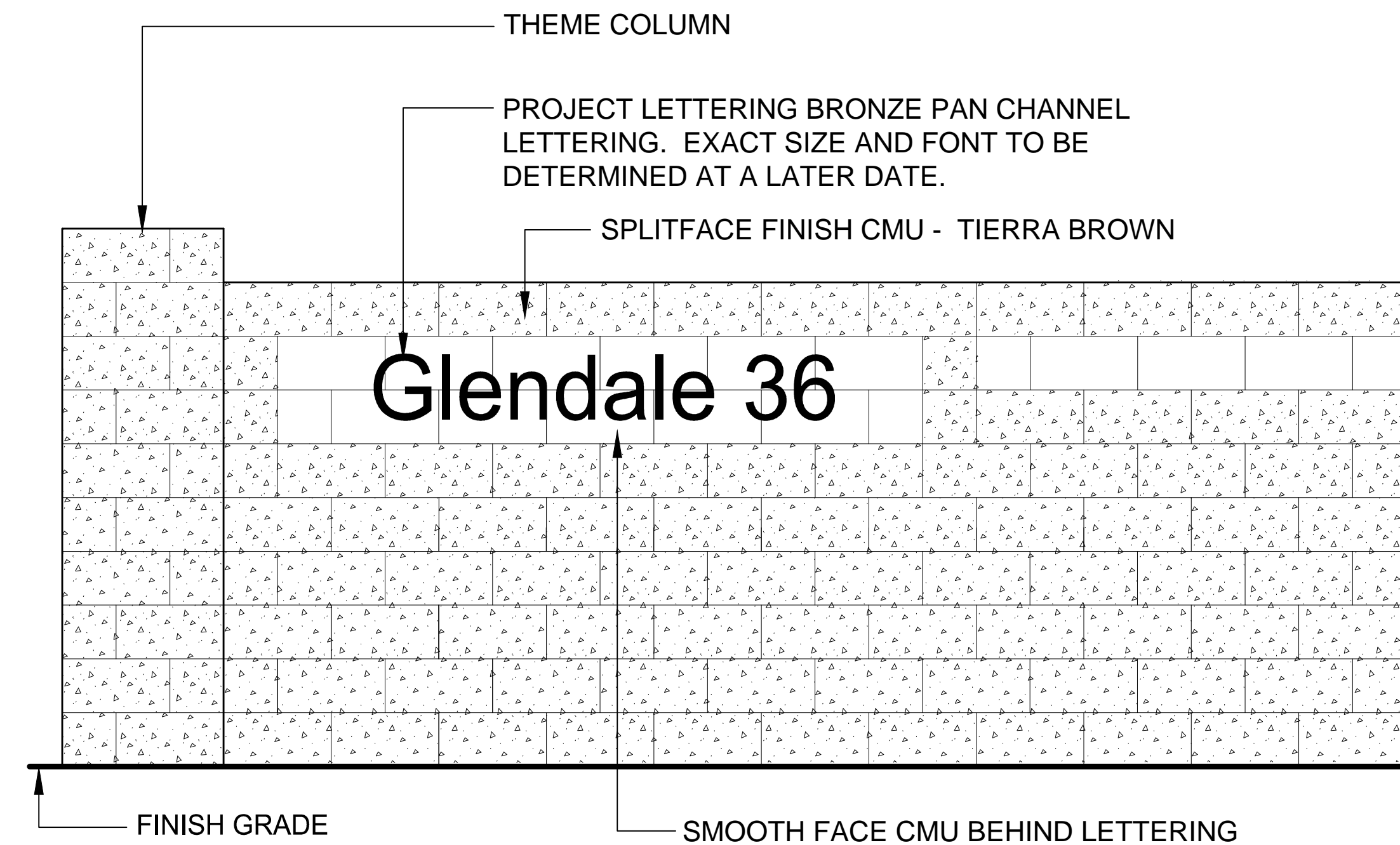
A PORTION OF LAND LOCATED IN THE EAST HALF OF SECTION 31, TOWNSHIP 3 NORTH, RANGE 2 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA

**OWNER / DEVELOPER**

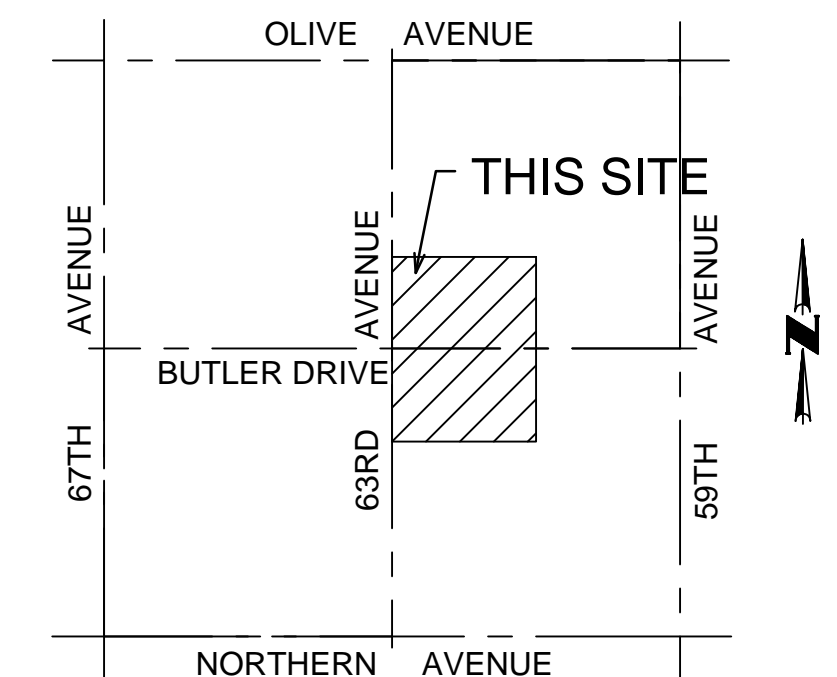
GLENDALE 36, LLC  
7520 E. ANGUS ROAD  
SCOTTSDALE, AZ 85251  
PHONE: (602) 318-0025  
CONTACT: PAT LANNAN

**CVL DESIGN TEAM**

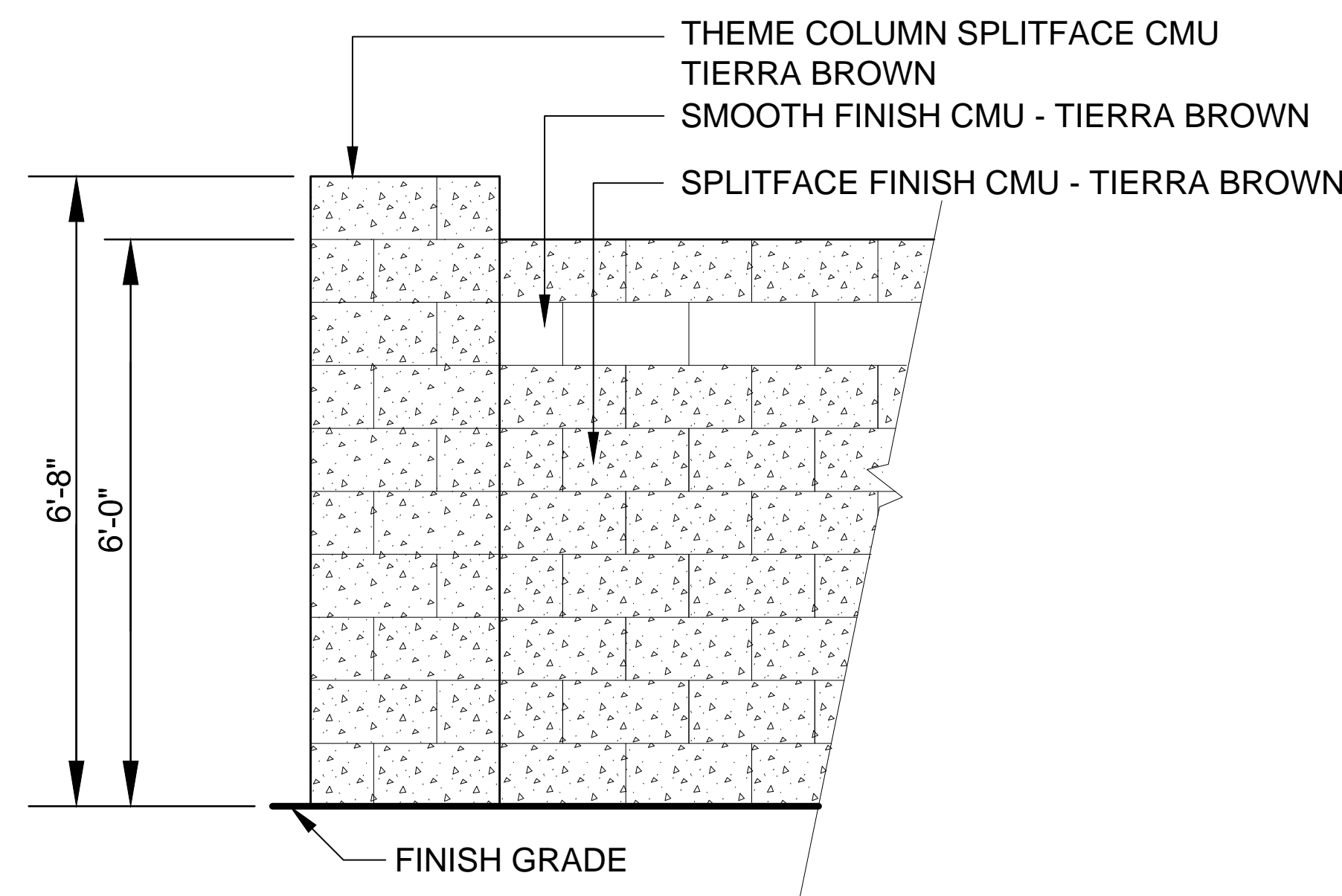
CVL CONSULTANTS, INC.  
4550 N. 12TH STREET  
PHOENIX, AZ 85014  
PHONE: (602) 264-4752  
CONTACT: DAVE COBLE



## PROJECT IDENTIFICATION

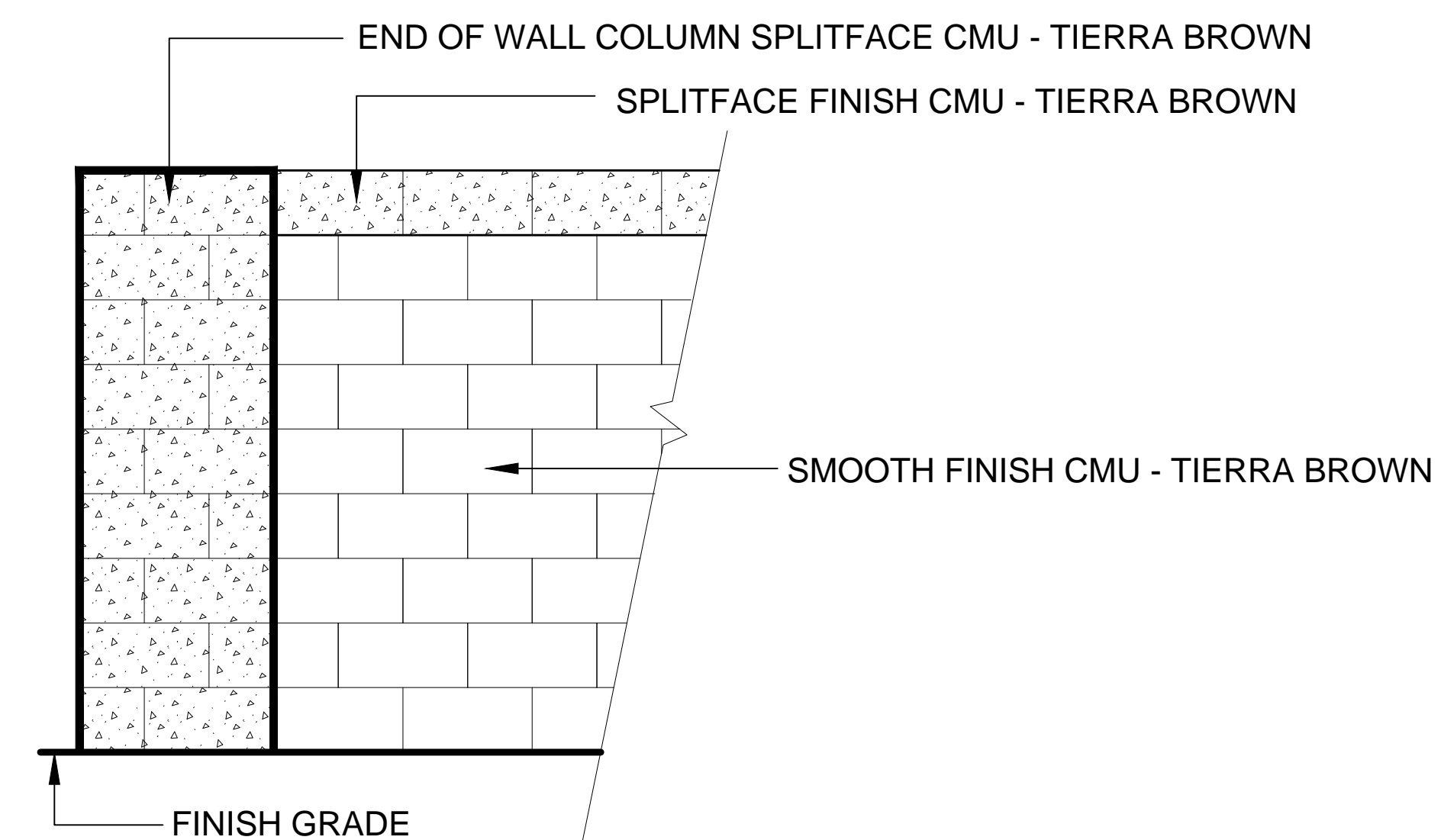


**VICINITY MAP**  
(NOT-TO-SCALE)



### 6' THEME WALL

SUBDIVISION WALL SHALL BE USED ON ALL INTERIOR WALLS ADJACENT TO OPEN SPACE TRACTS



### END OF WALL COLUMN

**SHEET INDEX**

SHEET 01 - EXHIBIT E: CONCEPTUAL PERIMETER THEME WALL AND ENTRY FEATURE



4550 N. 12th Street . Phoenix, AZ, 85014 . phone 602.264.6831 . fax 602.264.0928 . www.cvlci.com  
Civil Engineering . Water Systems . Wastewater Treatment . Land Planning . Energy . Land Survey . Landscape Architecture . Construction Management

**EXHIBIT E**

CONCEPTUAL PERIMETER THEME WALL AND ENTRY FEATURE



**NTS**

5/08/15  
\\phx-cvlfiler4\Engrdata\01\0260301\cadd\PLANNING\PS.EXHIBIT E-F.01.dwg

**SHEET**  
01 OF 01

# **EXHIBIT F**

## **Conceptual Mailbox**

# GLENDALE 36

GLENDALE, AZ

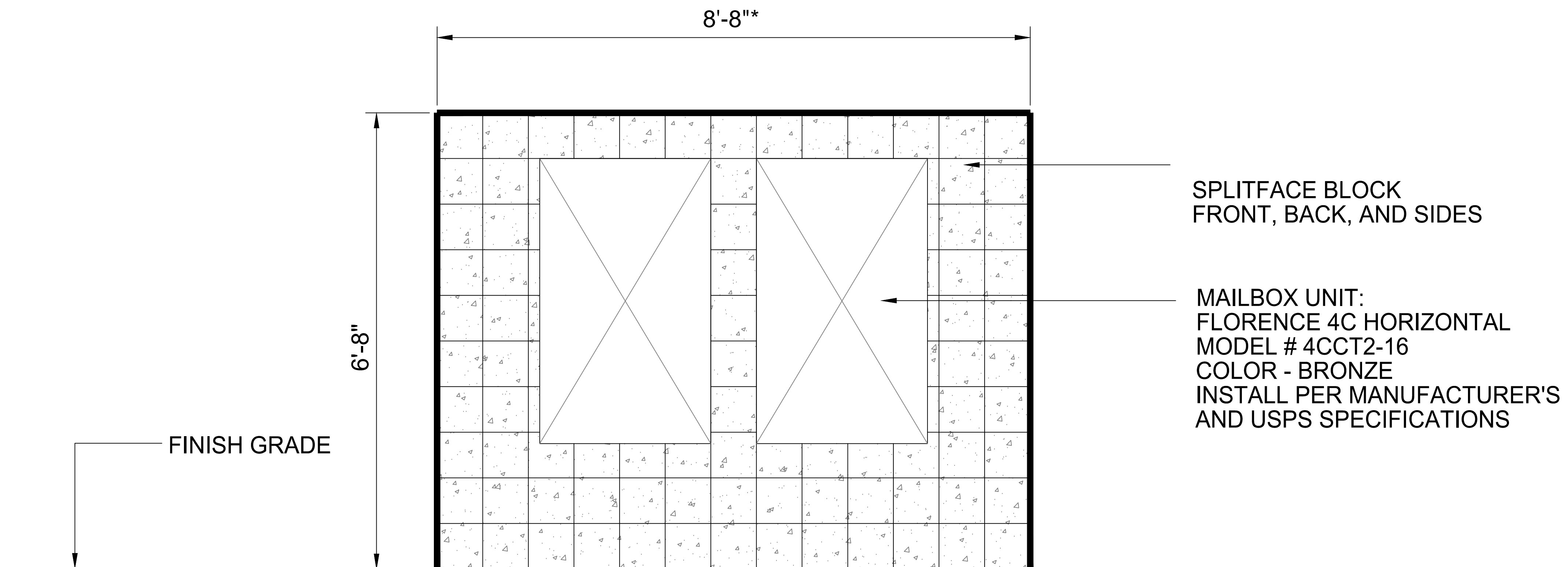
A PORTION OF LAND LOCATED IN THE EAST HALF OF SECTION 31,  
TOWNSHIP 3 NORTH, RANGE 2 EAST, OF THE GILA AND SALT RIVER BASE  
AND MERIDIAN,  
MARICOPA COUNTY, ARIZONA

## OWNER / DEVELOPER

GLENDALE 36, LLC  
7520 E. ANGUS ROAD  
SCOTTSDALE, AZ 85251  
PHONE: (602) 318-0025  
CONTACT: PAT LANNAN

## CVL DESIGN TEAM

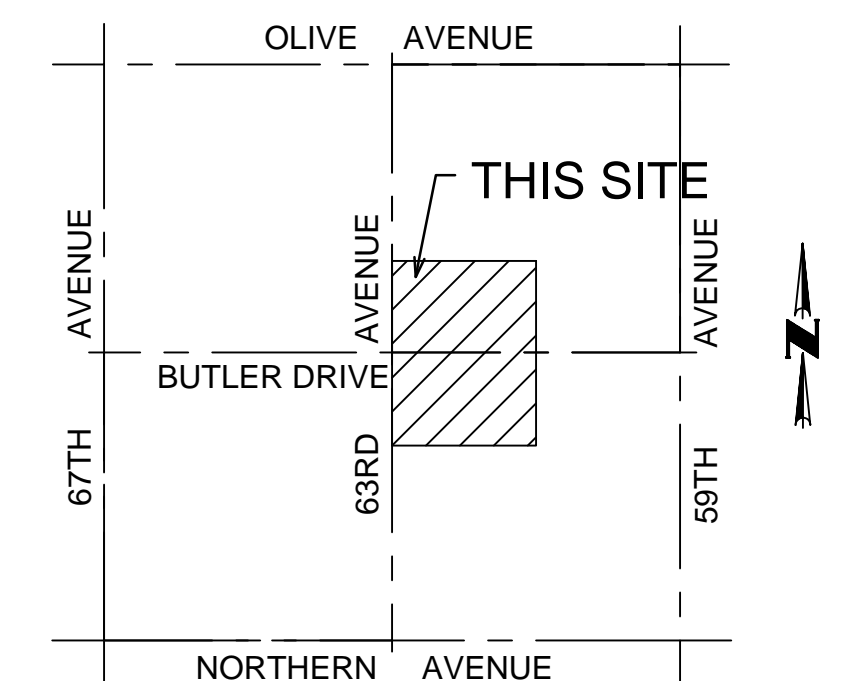
CVL CONSULTANTS, INC.  
4550 N. 12TH STREET  
PHOENIX, AZ 85014  
PHONE: (602) 264-4752  
CONTACT: DAVE COBLE



\* THIS DIMENSION MAY VARY DEPENDING ON THE NUMBER  
OF CBU UNITS REQUIRED BY THE U.S. POSTAL SERVICE.

THE EXACT NUMBER AND LOCATION OF THESE MAILBOX  
ENCLOSURES SHALL BE DETERMINED BY THE U.S. POSTAL  
SERVICE.

## MAIL BOX ENCLOSURE



VICINITY MAP  
(NOT-TO-SCALE)

## SHEET INDEX

SHEET 01 - EXHIBIT F: CONCEPTUAL MAILBOX



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## EXHIBIT F

CONCEPTUAL MAILBOX



NTS

5/08/15  
\\phx-cvlfiler4\Engrdata\01\0260301\cadd\PLANNING\PS.EXHIBIT E-F.01.dwg

**SHEET**  
01 OF 01

CITIZEN  
PARTICIPATION  
FINAL REPORT

GLENDALE 36  
8485 NORTH 63<sup>RD</sup> AVENUE  
ZON15-06  
PP15-01

BETWEEN 63RD AVENUE AND 61ST  
AVENUE, SOUTH OF ALICE AVENUE,  
AND NORTH OF ROYAL PALM ROAD

PREPARED BY  
CVL CONSULTANTS, INC.

JUNE 24, 2015

06.24.15  
APPROVED PLAN  
COMMUNITY DEVELOPMENT  
CITY OF GLENDALE  
BY *J. M. Fisher*

DEVELOPER:

DEL PUEBLO COMMUNITIES, LLC  
7520 EAST ANGUS ROAD  
SCOTTSDALE, AZ 85251  
ATTN: PAT LANNAN  
480-947-6200  
JPL@AZDELPUEBLO.COM

PLANNING/CIVIL ENGINEERING  
CONSULTANT:

CVL CONSULTANTS, INC.  
4550 NORTH 12 STREET  
PHOENIX, AZ 85014-4291  
ATTN: DAVID COBLE  
602-285-4752  
DCOBLE@CVLCI.COM

CITIZEN  
PARTICIPATION  
FINAL REPORT

APPENDICES

- APPENDIX A      COMPLETE NEIGHBORHOOD  
NOTIFICATION MAILING LIST
- APPENDIX B      NEIGHBORHOOD  
NOTIFICATION MAILING AND  
NOTIFICATION MAP
- APPENDIX C      NEIGHBORHOOD MEETING  
SIGN-IN SHEET AND  
PARTICIPANT COMMENTS
- APPENDIX D      COMMENT LETTERS  
FROM PARTICIPANTS
- APPENDIX E      AFFIDAVIT OF MAILING

### **Project Description**

The site consists of approximately thirty-six acres located between N 63rd Avenue and N 61st Avenue, south of Alice Avenue, and north of Royal Palm Road in the Barrel District. The parcels identified are on the Maricopa County Assessor's map as parcel 143-13-007 and 143-15-002. The two parcels are currently zoned as R-2 Mixed Residence. The applicant is proposing to rezone both parcels to R1-4 Single Residence using the Planned Residential Development (PRD) option with 222 units for a gross density of 5.85 dwelling units per acre.

The neighborhood streets will be part of the public right-of-way. A minimum of two off-street parking spaces per residential unit will be supplied with an attached two-car garage. Each space will be independently accessible. Circulation around the site will be facilitated by N 61st Avenue and N 63rd Avenue with right-of-ways ranging from 33 feet to 40 feet. These two streets run north and south and are classified as collectors.

### **Notification Process**

The applicant sent a neighborhood meeting notification letter to all residents and interested parties within a 500' radius of the site on May 12, 2015. The Interested Parties list and Additional Notification list were provided by the Planning staff and contacted in the mailing. A complete mailing list of all individuals and organizations that have been contacted is attached as Appendix A. A copy of the notification letter and notification area map is included as Appendix B.

### **Meeting Location**

The interested parties had an opportunity to present their concerns and views at the neighborhood meeting held on Thursday, May 28, 2015. The meeting was held from 6:30 p.m. to 7:30 p.m. in Room 108 of the Glendale Adult Center located at 5970 W Brown St., Glendale, AZ 85302. Thirteen individuals were in attendance and ten attendees provided written comments. All comments from the meeting are attached as Appendix C.

### **Meeting Summary**

The neighborhood meeting began at 6:33 p.m. The majority of the participants was pleased that Glendale 36 is providing single family detached housing instead of a multi-family development and supported the rezoning of the site to R1-4, as shown in the participants' comments attached as Appendix C.

A participant expressed concerns about the possibility of putting two-story product on the south side of the property and said they would prefer a one-story product to match the Executive Palms subdivision to the south. We responded that the Glendale 36 development may use a mix of one-story and two-story product. A developer has not yet been selected but will determine housing product based on market demands and that two-story homes will be probable in this development. We also discussed that the proposed development had increased their lot widths to 50' on the southern border to match the lot size in the Executive Palms development to the south.

Another comment was made requesting the widening of N 63<sup>rd</sup> Avenue and constructing turn lanes to accommodate the increase in traffic from future Glendale 36 residents. The participant was informed that half street improvements to N 63<sup>rd</sup> Avenue and N 61<sup>st</sup> Avenue would be made per the City of Glendale standard street sections.

One homeowner has contacted David Coble and another homeowner has contacted the Planner for this project, Jon Froke, regarding the Glendale 36 development.

On May 18<sup>th</sup>, 2015 a concerned couple emailed a letter to Jon Froke expressing their discontent with the current plan for the Glendale 36 development and requested that the development mimic the development standards used by the Executive Palms subdivision to the south. This letter is attached as Appendix D. They felt the open space provided in the northeast of the property was inadequate and that R1-4 is not an appropriate zoning district for the property. The couple has not received a reply from the applicant's representative. Due to the participants relying on their own general philosophy, showing a contrarian view on development, and being located three miles away from the site, we chose not to start a philosophical dialog to address their overall concerns. They are not directly affected by the development and their comments, while directed at this development, appear to be more universal in nature to the City of Glendale as a whole.

After the neighborhood meeting on May 28, 2015 a homeowner from the nearby Tarrington Place subdivision emailed David Coble regarding their concerns for the Glendale 36 development. They were concerned about the increase in visitors to the Tarrington Ranch Park from the new development. They also expressed their concerns regarding the increase in traffic on W Butler Drive due to future Glendale 36 residents and suggested widening W Butler Drive west of 63<sup>rd</sup> Avenue and constructing a left turn lane to allow better access to the Tarrington Place subdivision. David Coble responded to the participant's email on the morning of May 29, 2015 and explained that Tarrington Ranch Park is a public park owned by the City of Glendale. While Glendale 36 will provide open space and amenities, future residents of Glendale 36 are able to use Tarrington Ranch Park and may cause an increase in visitors at the park. The email also explained that no improvements west of N 63<sup>rd</sup> Avenue on Butler Avenue will be made by the Glendale 36 development but that half street improvements to N 63<sup>rd</sup> Avenue and N 61<sup>st</sup> Avenue will be made adjacent to the site per City of Glendale standards. Jon Froke was copied on the response and he has forwarded the homeowner's email to the Street Transportation Department and the Parks and Recreation Department.

Should issues arise, the interested parties can reach the applicant's representative, David Coble, directly and have been given his information in the notification letter and at the neighborhood meeting. We allowed four weeks for citizen input after implementation and the deadline to receive comments was June 12, 2015.



### Conclusion

If a change occurs in the proposal after the notification letter is mailed, a second notification letter will be mailed and the topic will be discussed at a second neighborhood meeting. The applicant will inform the Planning staff of the status of the Citizen Participation efforts through email, phone calls, or any other needed communication. The schedule for the Citizen Participation Plan is as follows:

<b>Citizen Participation Plan Schedule</b>	
<b>April 14, 2015</b>	Citizen Participation Plan approved
<b>May 12, 2015</b>	Mailed Notification Letters (257 Individuals Contacted)
<b>May 28, 2015</b>	Held Neighborhood Meeting: Thursday, May 28, 2015 from 6:30 - 7:30 p.m. Glendale Adult Center, Room 108 5970 W Brown St., Glendale AZ 85302 (13 Individuals Attended)
<b>June 12, 2015</b>	Deadline to Receive Comments (We allowed four weeks for citizen input after implementation.)
<b>June 24, 2015</b>	Submitted Citizen Participation Final Report to Planner

## **APPENDICES**

**APPENDIX A**  
**COMPLETE NEIGHBORHOOD NOTIFICATION**  
**MAILING LIST**

**APPENDIX B**

**NEIGHBORHOOD NOTIFICATION MAILING  
AND NOTIFICATION MAP**



4550 North 12th Street | Phoenix, AZ 85014  
602.264.6831

May 12, 2015

David B. Coble  
CVL Consultants, Inc.  
4550 North 12<sup>th</sup> Street  
Phoenix, Arizona 85014  
dcoble@cvlci.com

Subject: Notification of Neighborhood Development

Dear Neighbor:

This letter is to inform you that a Rezoning application has been filed with the City of Glendale on behalf of Pat Lannan, the owner. The site consists of approximately thirty-six acres located between 63th Avenue and 61st Avenue, south of Alice Avenue, and north of Royal Palm Road in the Barrel District.

The property is currently zoned as R-2 Mixed Residence, a district designed for the development of attached housing units. The applicant is proposing to rezone the property to R1-4 Single Residence, a zoning district which encourages the development of attractive single residence homes. In accordance with R1-4 zoning standards, the typical lot layout for Glendale 36 will have a minimum front setback of 15-20 feet, rear setback of 15 feet, side setback of 5 and 5 feet, and a street side setback of 10 feet. The development will comply with the maximum structure height of 30 feet and propose maximum lot coverage of fifty percent (50%).

The surrounding properties include: a vacant tract owned by the Glendale Elementary School District #40 to the north; an apartment complex (zoned R-4) and multiple residence (zoned R-4) to the east; single-family residences (zoned R1-6) to the south; the Tarrington Ranch Park, and single-family residences (zoned R1-4) to the west of the site.

Included with this letter is a site plan for your review. A neighborhood meeting will take place:

Thursday, May 28, 2015 from 6:30-7:30pm  
Glendale Adult Center – Room 108  
5970 W. Brown St., Glendale, Arizona 85302 (Map Attached)

Comments and questions will be accepted at this time. If you are unable to attend, please write, email, or call me at the contact information above. You may also contact Jon M. Froke with the City of Glendale Planning Department at (623) 930-2585.

Sincerely,

COE & VAN LOO  
Consultants, Inc.

A handwritten signature in black ink that reads 'David B. Coble'.

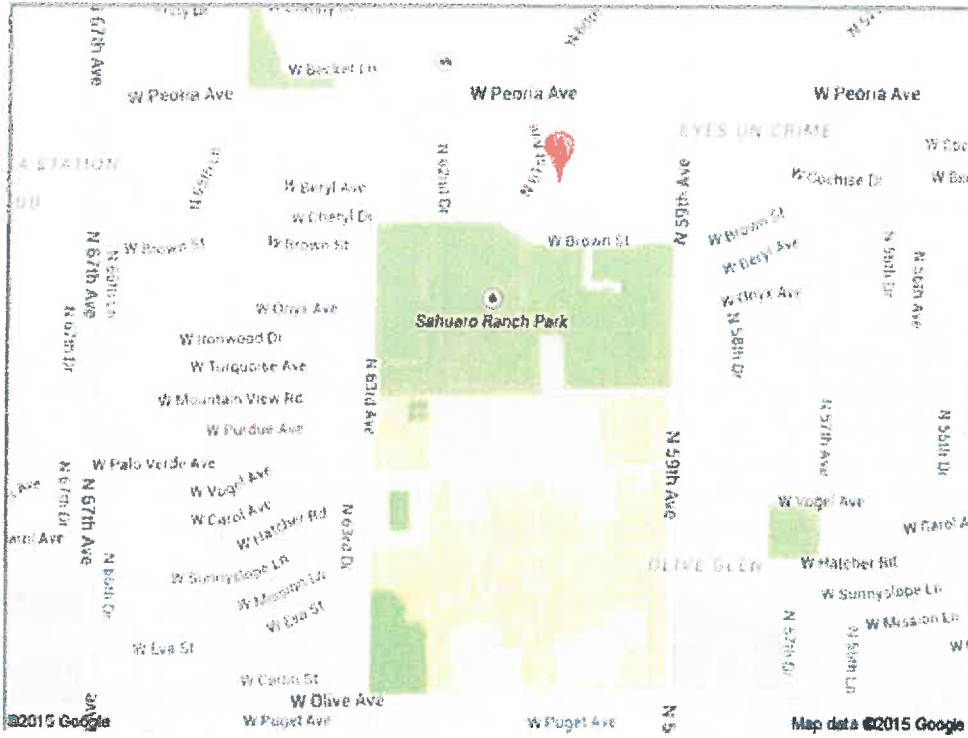
David B. Coble  
Associate, Project Manager

DBC/jv



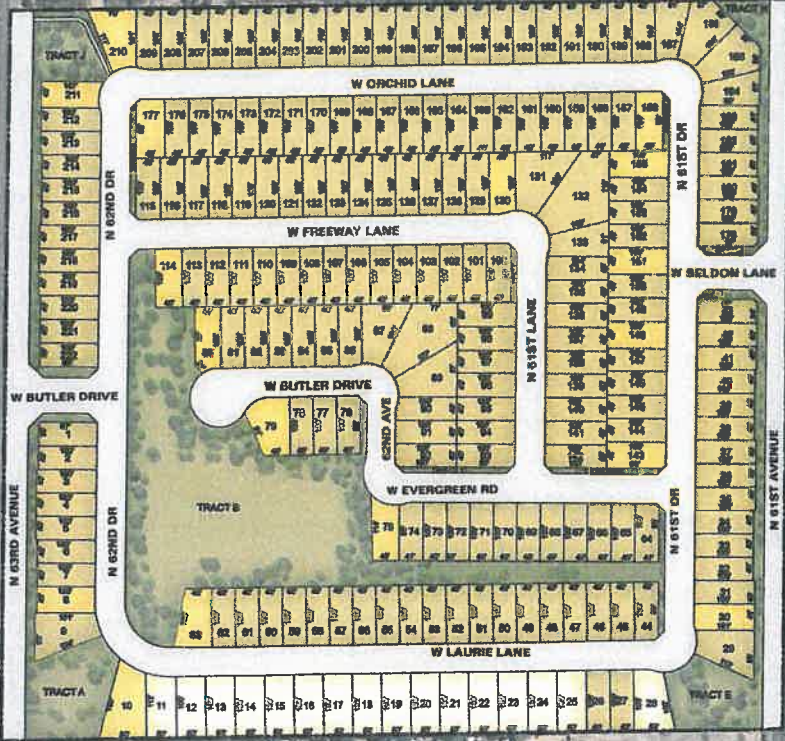
Glendale Adult Center

A. **Glendale Adult Center**  
5970 West Brown Street, Glendale, AZ  
(623) 930-4321



# Glendale 36

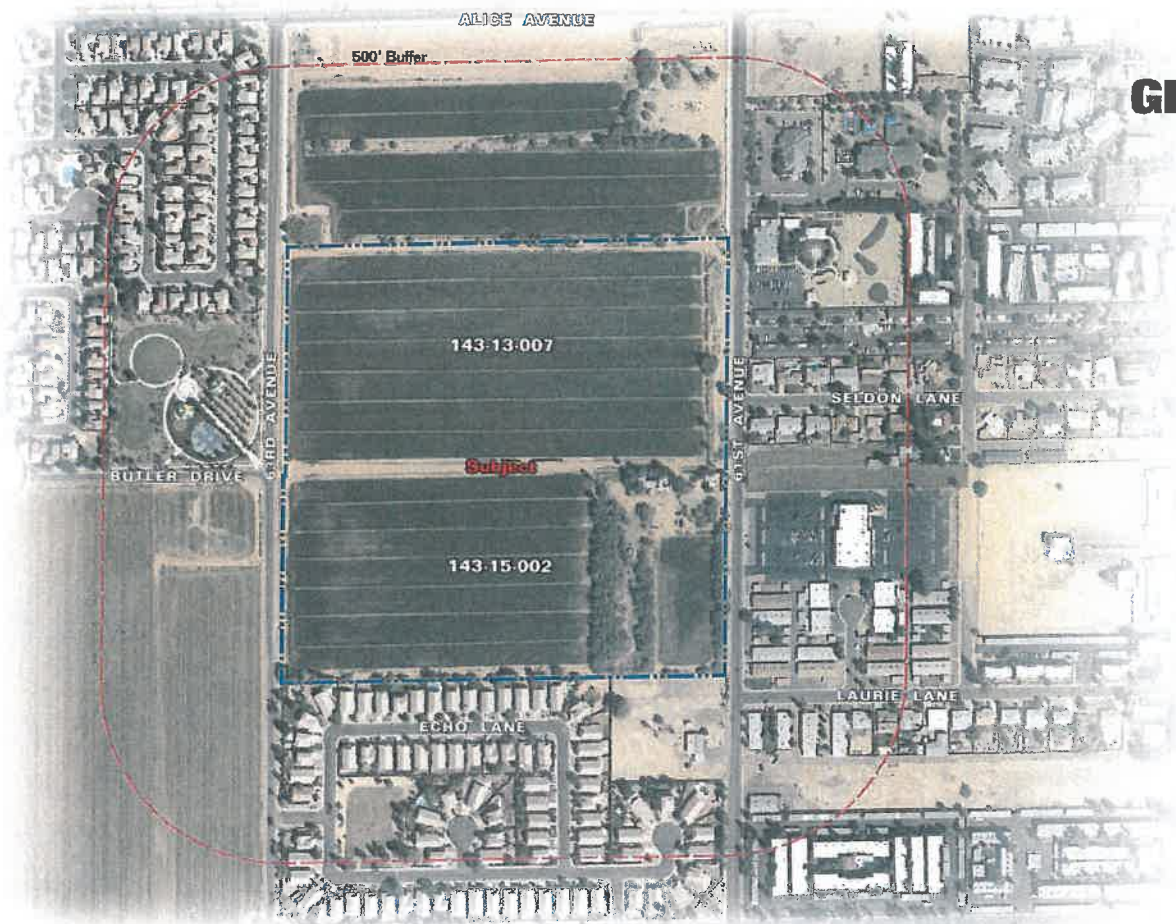
## Site Plan



Site Data Table

Site 40110	
Existing Zoning	R-2
Proposed Zoning	R1-4 PRD
Gross Area (Acres)	37.93
Assessor's Parcel Number (APN #)	143-13-007
	143-13-002
Proposed Lot Size	40'x100' 190
	45'x100' 17
	50'x100' 16
Total Number of Units	222
Density	5.85 DU/AC
Open Space (Acres)	5.82 14.8%
Typical Lot Size (SF)	4000 SF





# Glendale 36

## Aerial Map





**APPENDIX C**

**NEIGHBORHOOD MEETING SIGN-IN SHEET  
AND PARTICIPANT COMMENTS**

**APPENDIX D**

**COMMENT LETTERS FROM PARTICIPANTS**

May 18, 2015

Mr. Jon Froke

Planning Department

Glendale, Arizona 85301

Dear Mr. Froke:

We are writing with reference to the property in the Barrel District owned by Pat Lannan (between 63<sup>rd</sup> Avenue and 61<sup>st</sup> Avenue, Alice Avenue to Royal Palm Road) and represented by Coe & Van Loo Consultants, Inc.

We find the proposed Planned Residential Development to be disappointing, and just another infill project that will become a high density slum.

Allowing R1-4 Zoning would encourage homes in this project to become rentals with unkempt landscaping and multiple cars parked in the front yard and driveway reflecting a trend that has become pervasive in other infill neighborhoods. The HOA would have a challenge trying to enforce CC & R's for likely more than 50% rental properties.

According to Glendale's online Zoning Ordinance, only 16 of the 220 parcels meet the required R 1-4 minimum lot size of 5,000 and those are in the row that backs up to the R 1-6 parcel to the south.

Open Space in the Northeast quadrant is "less than inadequate."

Quality of life should be an incentive for Glendale to pursue and promote. This parcel should mirror the R 1-6 Zoning in the development to the south.

In our view, the proposal is wrong for our community. We trust that you will forward our concerns to both the Planning Commission and to City Council.

Sincerely,

Robert and Karen Aborne

abornekr@cox.net

---

**From:** Mike Malek-Ahmadi [mailto:mikemalekahmadi@cox.net]  
**Sent:** Thursday, May 28, 2015 11:38 PM  
**To:** Dave Coble  
**Subject:** Neighborhood Development Meeting

Dear Mr. Coble,

My name is Mike Malek-Ahmadi and I am a resident of the Tarrington Place neighborhood in Glendale. I was unable to attend the information session regarding the proposed rezoning and neighborhood development for land located on 63<sup>rd</sup> Ave. between Butler and Alice, but I did have some questions I wanted to pose regarding this proposed development.

1. Will this new neighborhood have a park built with it? I ask this because many residents of other neighborhoods and apartment complexes use the park attached to the Tarrington Place neighborhood (SW corner of Butler and 63<sup>rd</sup> Ave.). Strictly speaking, the park is supposed to be only for residents of Tarrington Place, but the individuals (mostly families and children) who live outside the neighborhood and use the park have been very courteous and respectful. However, my fear is that with a new neighborhood being built across the street that our park will become too busy and crowded as its size does not seem to be intended to serve the large area that it does.

2. It appears that a primary entrance to the proposed neighborhood will be from Butler Dr. Are there any plans to improve Butler Dr. to accommodate the increased traffic volume that will inevitably come from new residents using this route to access 67<sup>th</sup> Ave.? My preference would be to see Butler widened so that there is a left turn lane to allow individuals driving on eastbound Butler to access the southern entrance to Tarrington Place without having to stop in the eastbound lane to wait for oncoming traffic to clear.

I appreciate your time and consideration on these questions and look forward to your response.

Sincerely,

Mike Malek-Ahmadi

**APPENDIX E**  
**AFFIDAVIT OF MAILING**



# Planning Department

## NEIGHBORHOOD NOTIFICATION LETTER

### AFFIDAVIT OF MAILING

Case No. (if available) ZON15-06, PP15-01

Project Name: Glendale 36

I, David Coble certify that I am the authorized applicant / representative to the City of Glendale for the above application, and do hereby affirm that notice as required for the case noted above has been completed in accordance with the Citizen Participation Process in the City of Glendale's Zoning Ordinance, and a copy of the letter and mailing labels has also been submitted.

Applicant/Representative Signature: David B Coble

STATE OF ARIZONA

SS.

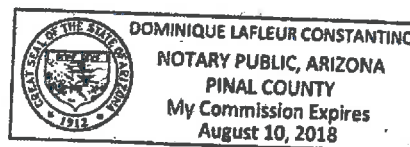
COUNTY OF MARICOPA

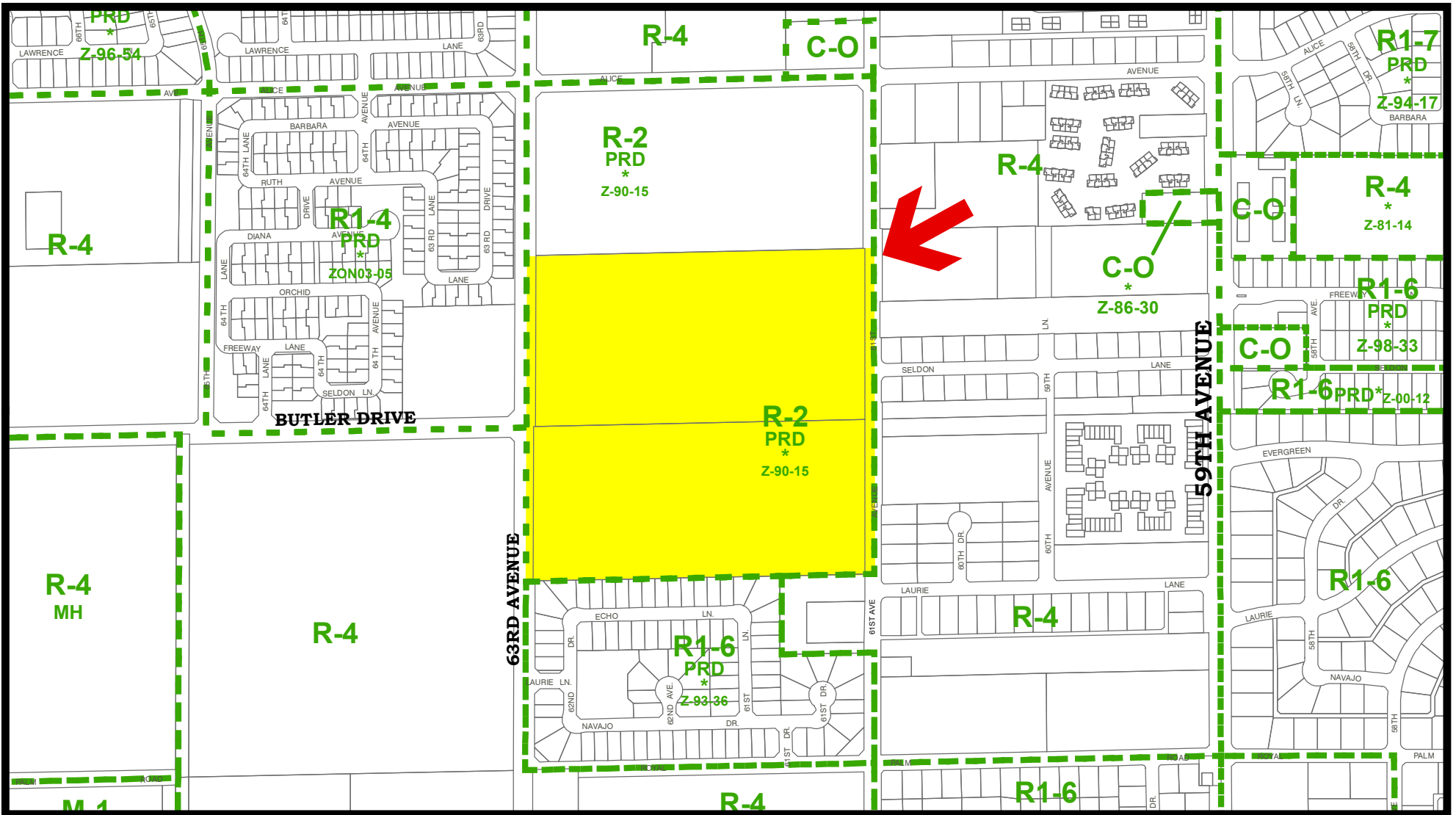
The foregoing instrument was acknowledged before me this 5<sup>th</sup> day of JUNE, 2015.

Dominique Lafleur Constantino  
Notary Public

My Commission Expires:

August 10, 2018





**CASE NUMBER**

**ZON15-06**

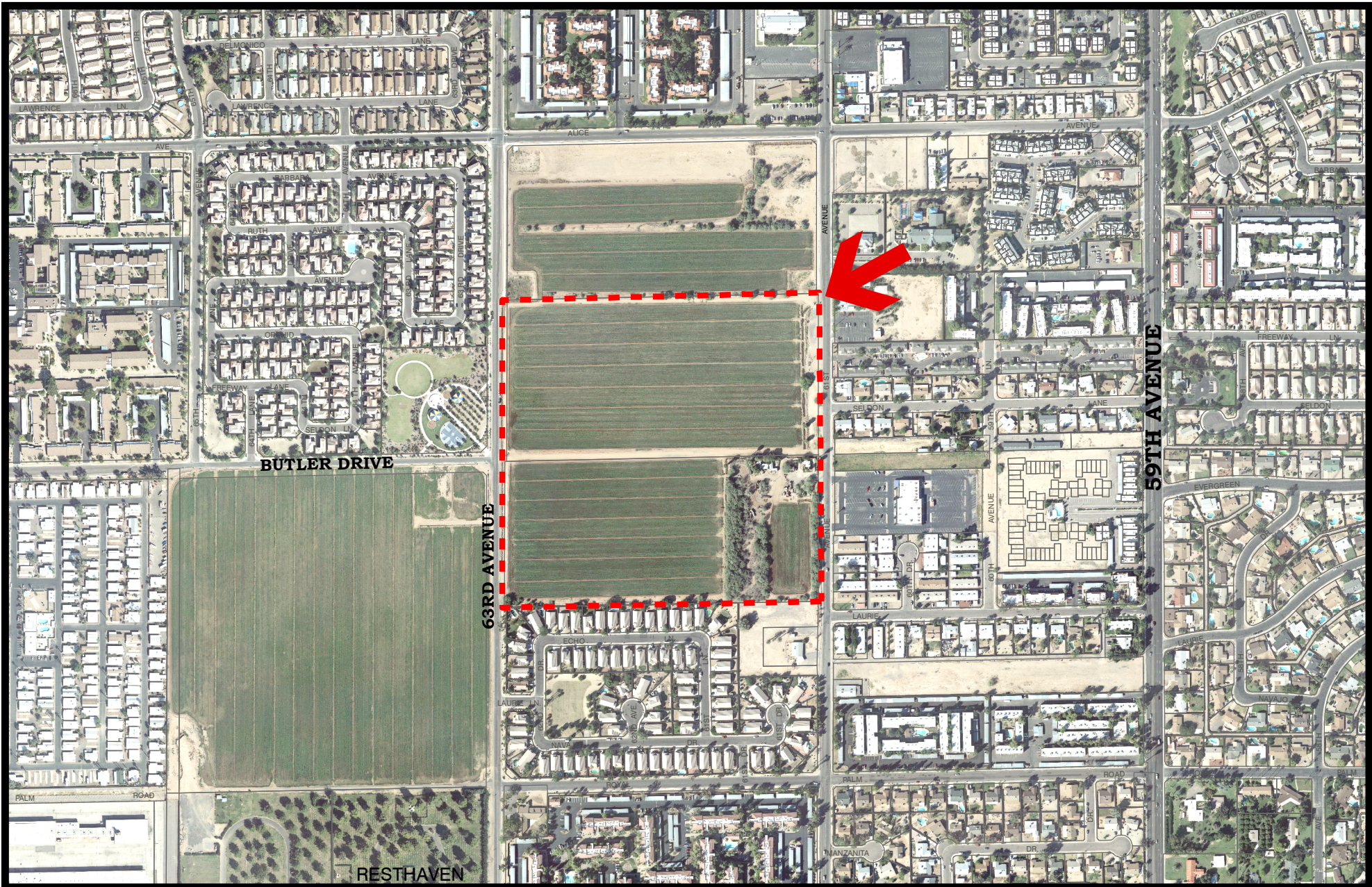


**LOCATION**

**8348 N. 61ST AVENUE**

**REQUEST**

**REZONE FROM R-2 PRD (MIXED RESIDENCE, PLANNED RESIDENTIAL DEVELOPMENT) TO R1-4 PRD (SINGLE RESIDENCE, PLANNED RESIDENTIAL DEVELOPMENT)**



Aerial Date: November 2012



**CASE NUMBER**  
**ZON15-06**







## Legislation Description

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**File #: 15-603, Version: 1**

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**REZONING (ZON) APPLICATION ZON15-06 (ORDINANCE): GLENDALE 36 - 8348 NORTH 61<sup>ST</sup> AVENUE (PUBLIC HEARING REQUIRED)**

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

**Purpose and Recommended Action**

This is a request for City Council to conduct a public hearing, waive reading beyond the title, and adopt an ordinance for ZON15-06 subject to the three stipulations as recommended by the Planning Commission.

Del Pueblo Communities, LLC, is requesting to rezone approximately 36 acres of vacant land from R-2 PRD (Mixed Residence, Planned Residential Development) to R1-4 PRD (Single Residence, Planned Residential Development) in order to develop Glendale 36, a single family residential neighborhood. The site is located on Butler Drive between 61<sup>st</sup> Avenue and 63<sup>rd</sup> Avenue.

**Background**

The subject parcel is undeveloped and is currently being farmed. There is a future school site to the north, existing homes and apartments to the east and south and the Resthaven Cemetery to the west. The rezoning request to R1-4 PRD would allow the project, considered an infill development proposal, to have a mix of three different lot sizes. Glendale 36 proposes 222 single family lots with a gross density of 5.85 dwelling units per acre. Three lot sizes are proposed: 40' x 100', 45' x 100' and 50' x 105'.

This represents a significant density reduction from what the existing R-2 PRD zoning would allow with duplex style homes. Development construction of the site will necessitate the developer to complete the half-street improvement along 61<sup>st</sup> Avenue and on 63<sup>rd</sup> Avenue. Staff asked that the developer complete street improvements adjacent to an exception parcel south east of the site to eliminate a scalloped street situation on 61<sup>st</sup> Avenue. The developer has agreed to complete these improvements.

Perimeter theme walls, landscaping and entry features will be provided. Planned open space is provided throughout the site. All of these features will be owned and maintained by a homeowners association.

**Analysis**

The General Plan designates the site as Medium Density Residential (MHDR), 5-8 du/ac. As noted, this site is considered an infill development opportunity for the City due to the ready availability of all essential urban services and its location surrounded by existing development of the same general type.

Reducing the density from R-2 PRD to R1-4 PRD is appropriate at this location given the existing development pattern in this area. The applicant is proposing 3' side yards. This would result in homes on adjacent lots

within 6 feet of each other. Staff is recommending that the side yard setbacks be 5 feet, to provide additional distance between the homes.

**Community Benefit/Public Involvement**

On May 12, 2015, notification letters were mailed to adjacent property owners and interested parties notifying the public of a neighborhood meeting held on May 28, 2015 at the Glendale Adult Center which is located at 5970 West Brown Street. At the neighborhood meeting there were approximately 13 residents in attendance in addition to the applicant, a representative of the Glendale Elementary School District and one City staff. The majority of the participants were pleased that Glendale 36 is providing single family detached housing product instead of a multi-family development. The applicant's Citizen Participation Final Report is attached.

A Notice of Public Hearing was published in *The Glendale Star* on September 3, 2015. Notification postcards of the public hearing were mailed to adjacent property owners and interested parties on September 4, 2015. The property was posted by the applicant on July 17, 2015.

At their meeting on August 6, 2015 the Planning Commission unanimously recommended approval of the rezoning request, subject to three stipulations.



August 4, 2015

**City of Glendale**  
**RE: Casitas at Cholla Cove**  
**NEC of 51<sup>st</sup> Avenue and Cholla Street**  
**FP14-04**

Project Narrative:

Casitas at Cholla Cove is a proposed 14 lot single family residential development on approximately 3.67-acres. The client will develop the lots with a minimum 50'x120' lot size and a minimum lot square footage of 6,038.

The uniquely designed project is bound by Apollo Baptist Church to the North; Single Family residential home lots zoned SR-30 to the east; Parkview West single family residential community zoned R1-6 across 51<sup>st</sup> Avenue to the west; Meadowcrest single family residential community zoned R1-6 across Cholla Street to the south.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Shelby JM Duplessis". The signature is fluid and cursive, written over a light blue horizontal line.

**Bowman Consulting Group**  
Shelby JM Duplessis, PE, LEED AP  
Senior Project Manager Project: Copper Cove

ORDINANCE NO. 2958 NEW SERIES

AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, REZONING APPROXIMATELY 36 ACRES OF LAND LOCATED ALONG THE EAST SIDE OF 63<sup>RD</sup> AVENUE AT THE BUTLER DRIVE ALIGNMENT BETWEEN NORTHERN AND OLIVE AVENUES FROM R-2 PRD (MIXED RESIDENCE, PLANNED RESIDENTIAL DEVELOPMENT) TO R1-4 PRD (SINGLE RESIDENCE, PLANNED RESIDENTIAL DEVELOPMENT); AMENDING THE ZONING MAP; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Glendale Planning Commission held a public hearing on August 6, 2015 in zoning case ZON15-06 in the manner prescribed by law for the purpose of rezoning property located along the east side of 63<sup>rd</sup> Avenue at the Butler Drive alignment between Northern and Olive Avenues from R-2 PRD (Mixed Residence, Planned Residential Development) to R1-4 PRD (Single Residence, Planned Residential Development); and

WHEREAS, due and proper notice of such Public Hearing was given in the time, form, substance and manner provided by law including publication of such notice in *The Glendale Star* on September 3, 2015; and

WHEREAS, the City of Glendale Planning Commission has recommended to the Mayor and the Council the zoning of property as aforesaid and the Mayor and the Council desire to accept such recommendation and rezone the property described on Exhibit A as aforesaid.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF GLENDALE as follows:

SECTION 1. That land in Glendale, Maricopa County, Arizona located along the east side of 63<sup>rd</sup> Avenue at the Butler Drive alignment between Northern and Olive Avenues from R-2 PRD (Mixed Residence, Planned Residential Development) to R1-4 PRD (Single Residence, Planned Residential Development).

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

1. Development shall be in substantial conformance with the development plan outlined in the PRD booklet, dated June 24, 2015 as it relates to the proposed subdivision into 222 single residence lots. The Site Plan is attached to this Ordinance as Exhibit B.
2. As agreed to by the applicant, street improvements on 61<sup>st</sup> Avenue shall be extended south, across the exception parcel to tie into the existing street improvements at the northeast corner Executive Palms.

3. Side yard setbacks shall be a minimum of five (5) feet.

SECTION 3. Amendment of Zoning Map. The City of Glendale Zoning Map is herewith amended to reflect the change in districts referred to and the property described in Section 1 above.

SECTION 4. Effective Date. This Ordinance shall become effective at the time and in the manner prescribed by law.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this \_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
MAYOR

ATTEST:

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

APPROVED AS TO FORM:

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

REVIEWED BY:

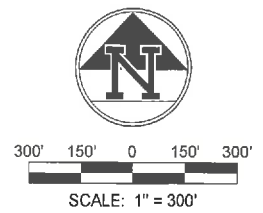
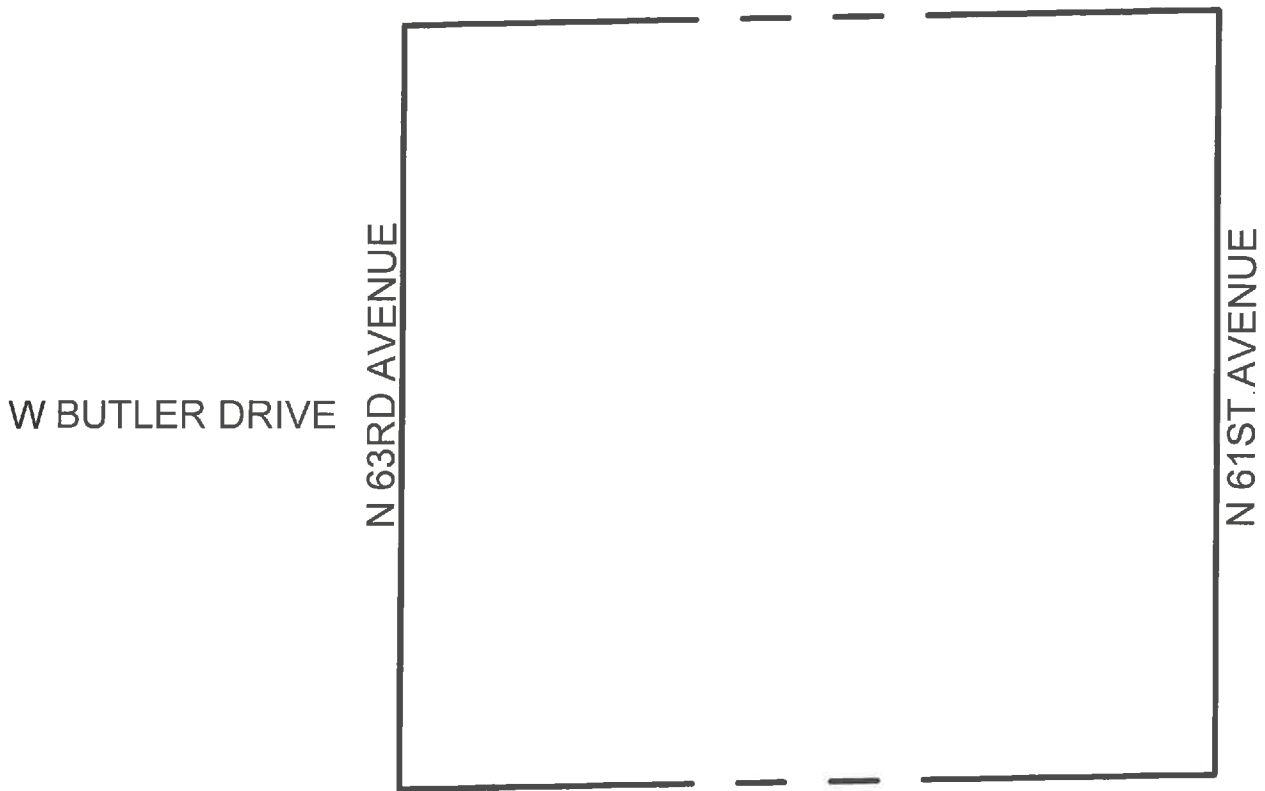
\_\_\_\_\_  
Acting City Manager

o\_planning\_zon15-06.doc

EXHIBIT A

Exhibit A

The North 18 acres of the Northwest quarter of the Southeast quarter and the South half of the Southwest quarter of the Northeast quarter, all in Section 31, Township 3 North, Range 2 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.



**EXHIBIT B**



# Glendale 36

## Site Plan

**YWCA of Phoenix**

**Developer**  
**Glendale 36, LLC**  
 7520 E. Angus Road  
 Scottsdale, AZ 85251  
 Phone: (602) 318-0025  
 Contact: Pat Lanman

**Design Team**  
**Cvl Consultants, Inc.**  
 4550 N. 12th Street  
 Phoenix, AZ 85014  
 Phone: (602) 264-4752  
 Contact: Dave Coble

**Owen Subdivision 2**

**SELDON LANE**

**Disabled Amer. Vets #20**

**Torresia Estates**

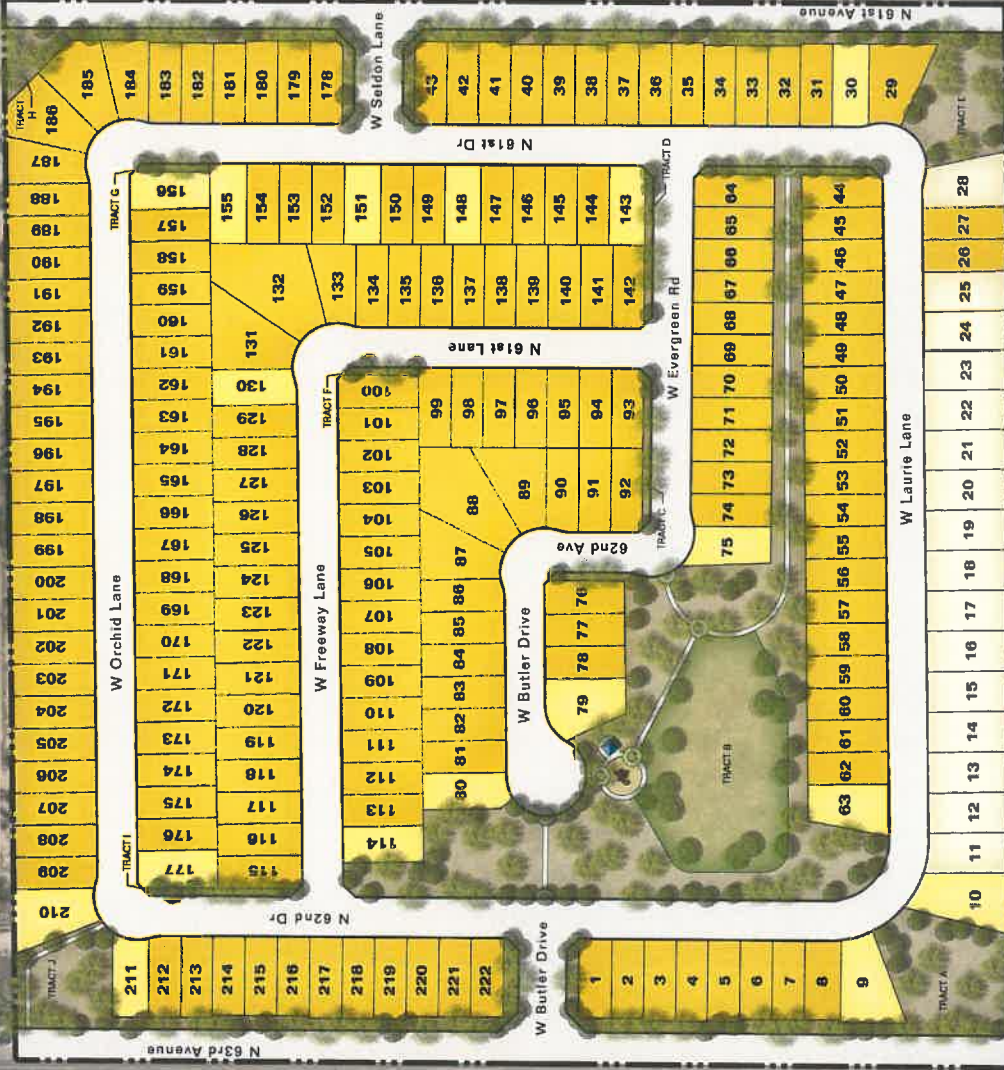
**LAURIE LANE**

**20 May 2015**



20 May 2015  
 C:\Users\jacob\Documents\SitePlan\Glendale36\Map.mxd

**Glendale Elementary School District #40**



### Site Data Table

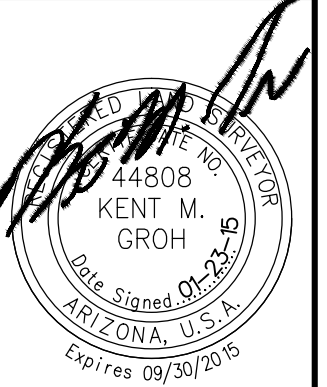
SRI14-0110	Existing Zoning	R-2
	Proposed Zoning	R1-4 PRD
	Gross Area (Acres)	37.93
	Assessor's Parcel Number (APN #)	143-13-007
		143-15-002
Proposed Lot Size	40' x 100'	189
	45' x 100'	17
	50' x 105'	16
Total Number of Units		222
Gross Density		5.85
Open Space (Acres)		5.62
Typical Lot Size (SF)		4000 SF



**Tarrington Ranchi Park**

**Resthaven Park Cemetary Association**

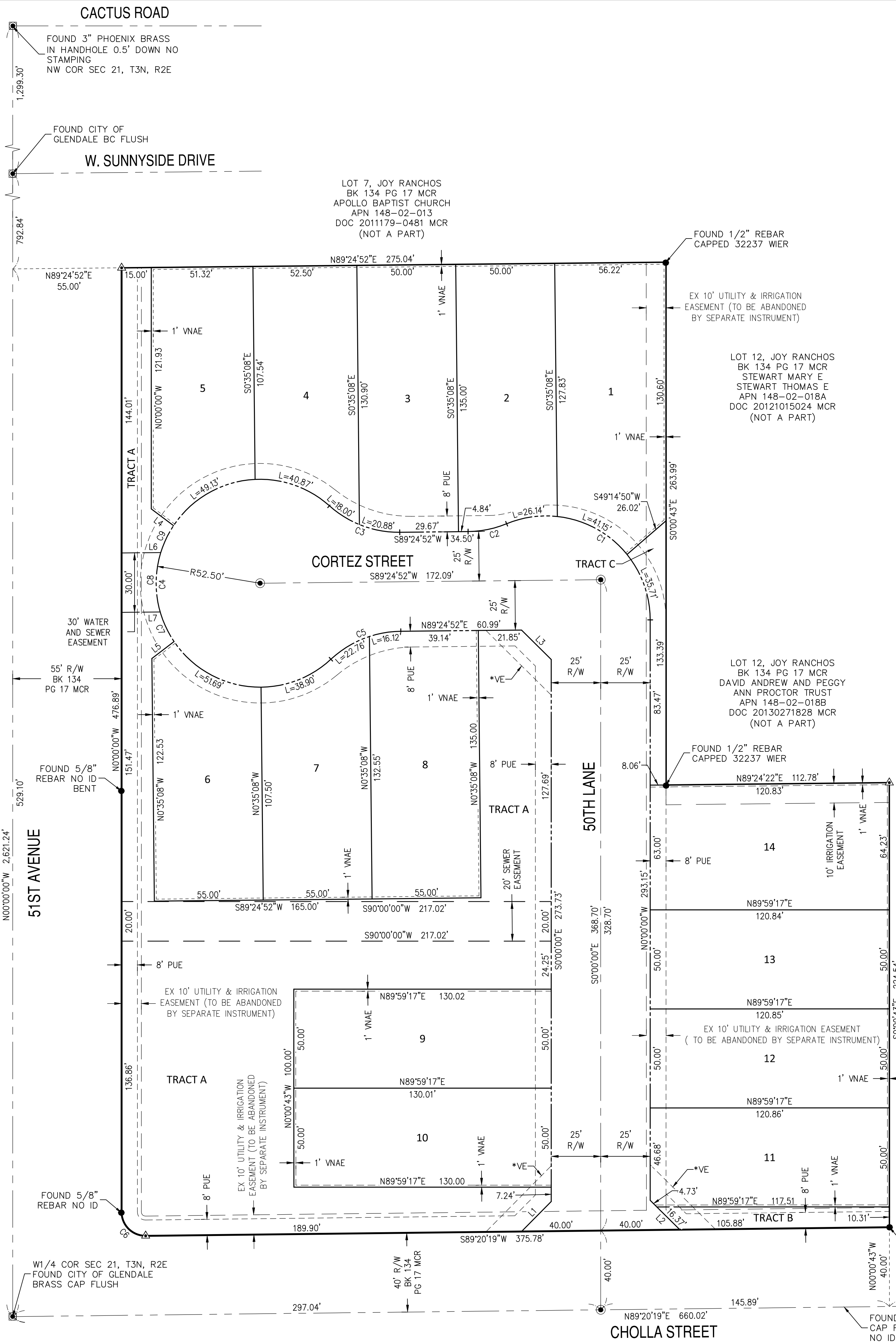




**FINAL PLAT**  
**CASITAS AT CHOLLA COVE**  
**GLENDALE, ARIZONA**

DATE	REVISION

DATE: 01-21-15  
 PROJ NO: 050019-01  
 TASK NUM: 001  
 DRAWN BY: AG  
 CHECKED: DT  
 QUALITY: KG  
 CLIENT NO:



LOT AREA TABLE

LOT	SQ. FT.	AVG WIDTH	AVG LENGTH
1	7,561	56.22'	131.05'
2	6,558	50.00'	131.28'
3	6,723	50.00'	130.01'
4	6,086	52.50'	117.14'
5	6,080	51.32'	120.01'
6	6,434	55.00'	114.74'
7	6,463	55.00'	120.42'
8	7,412	55.00'	133.78'
9	6,501	130.02'	50.00'
10	6,500	130.01'	50.00'
11	6,038	120.87'	50.00'
12	6,043	120.86'	50.00'
13	6,042	120.85'	50.00'
14	7,687	120.84'	63.62'

TRACT AREA TABLE

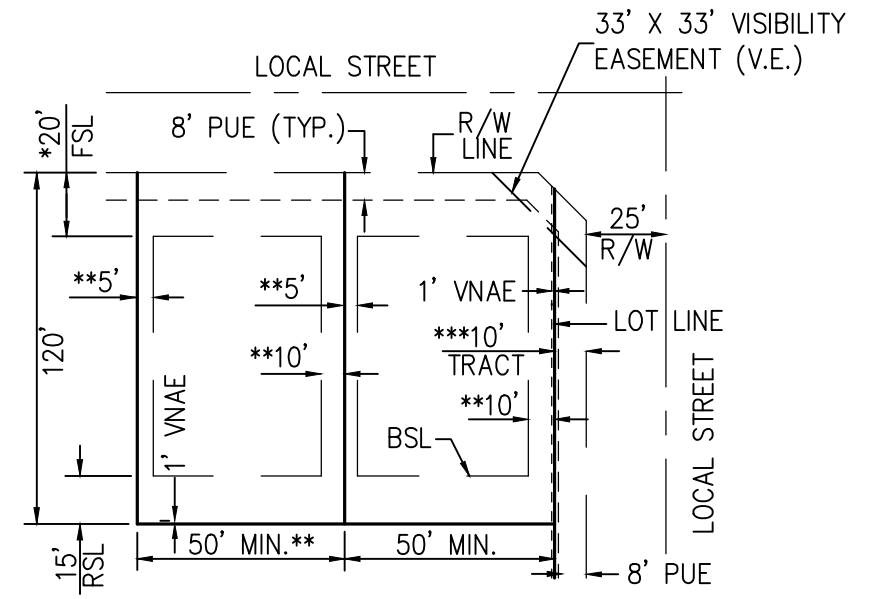
TRACT	SQ. FT.	AVG WIDTH	AVG LENGTH	DESCRIPTION
A	33,596	109.20'	179.18'	LANDSCAPE, OPEN SPACE, DRAINAGE, PUBLIC UTILITY EASEMENTS PEDESTRIAN ACCESS, WATER EASEMENT & SEWER EASEMENT
B	1,222	113.90'	10.91'	LANDSCAPE, OPEN SPACE & PUBLIC UTILITY EASEMENT
C	1,226	13.85'	124.95'	LANDSCAPE, OPEN SPACE & PUBLIC UTILITY EASEMENT

LINE TABLE

LINE #	LENGTH	DIRECTION
L1	21.34'	S44°40'09"W
L2	21.09'	S45°19'51"E
L3	21.10'	S45°17'34"E
L4	14.05'	S53°02'52"E
L5	14.09'	N52°34'37"E
L6	19.78'	N89°24'52"E
L7	19.49'	N89°24'52"E

CURVE TABLE

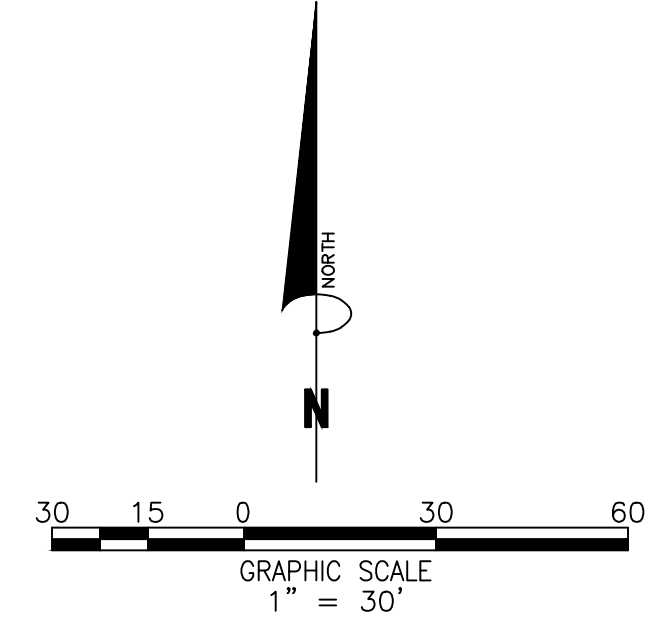
CURVE #	LENGTH	RADIUS	DELTA
C1	103.00'	52.50'	112°24'35"
C2	20.00'	52.50'	021°49'28"
C3	38.88'	52.50'	042°25'50"
C4	242.69'	52.50'	264°51'40"
C5	38.88'	52.50'	042°25'50"
C6	18.99'	12.00'	090°39'41"
C7	16.58'	52.50'	018°05'54"
C8	30.43'	52.50'	033°12'35"
C9	15.09'	52.50'	016°28'02"



- \* A MINIMUM OF 15' FRONT SETBACK (FSL) IS PERMITTED TO LIVING AREAS OR SIDE ENTRY GARAGES.
- \*\* MINIMUM SIDE YARD SETBACK OF 10' (15' COMBINED)
- \*\*\* A 10' (MIN) TRACT SHALL BE PROVIDED ADJACENT TO A STREET SIDE YARD SETBACK.
- MINIMUM DISTANCE BETWEEN BUILDING ON ADJACENT LOTS IS 20'.
- MAXIMUM LOT COVERAGE IS 45%

LEGEND

- FOUND BRASS CAP AS NOTED
- SET MONUMENT PER MAG STANDARDS
- FOUND SURVEY MONUMENT AS NOTED
- ▲ SUBDIVISION CORNER TO BE SET COMPLETION OF MASS GRADING
- N.T.S. NOT TO SCALE
- DOC DOCUMENT
- MCR MARICOPA COUNTY RECORDER
- PUE PUBLIC UTILITY EASEMENT
- R/W RIGHT-OF-WAY
- \*VE 33' X 33' VISIBILITY EASEMENT
- VNAE VEHICLE NO-ACCESS EASEMENT
- EASEMENT LINE (AS NOTED)
- - - PUBLIC UTILITY EASEMENT
- - - VEHICLE NO-ACCESS EASEMENT
- - - RIGHT-OF-WAY
- PROPERTY LINE
- ROADWAY MONUMENT LINE
- SUBDIVISION BOUNDARY



# **GLENDALE 36**

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## **A PLANNED RESIDENTIAL DEVELOPMENT**

**CASE NO. ZON15-06**

**PRESENTED TO THE CITY OF GLENDALE**

**JUNE 24, 2015**

### **APPLICANT/OWNER**

**DEL PUEBLO COMMUNITIES, LLC**

**7520 E. ANGUS DRIVE**

**SCOTTSDALE, ARIZONA 85251**

### **CONTACT PERSON**

**PAT LANNAN**

**480-947-6200**

### **PREPARED BY**

**COE & VAN LOO CONSULTANTS, INC.**

**4550 N. 12TH STREET**

**PHOENIX, ARIZONA 85014**

### **CONTACT PERSON**

**DAVID COBLE**

**602-285-4752**

**GLENDALE 36**  
A PLANNED RESIDENTIAL DEVELOPMENT

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**GLENDALE 36**  
A PLANNED RESIDENTIAL DEVELOPMENT

**EXHIBITS**

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EXHIBIT C	AERIAL MAP
EXHIBIT D	SITE PLAN
EXHIBIT E	ENTRY FEATURE AND CONCEPTUAL PERIMETER THEME WALL
EXHIBIT F	CONCEPTUAL MAILBOX

June 24, 2015

**Glendale 36**  
Case No. ZON15-06  
Project Narrative

**1. Description of Development Proposal**

This narrative is written with the intent of describing the pertinent information regarding the proposed rezoning of thirty-six acres bounded by North 63rd Avenue on the west, North 61st Avenue on the east, the Executive Palms single family residential subdivision on the south, and vacant agricultural land owned by Glendale Elementary School District #40 on the north. The Glendale 36 parcel is located in Township 3 North, Range 2 East, in Section 31 of the Gila and Salt River Base and Meridian, Maricopa County, Arizona. The property is located in the Barrel District.

The parcels identified are on the Maricopa County Assessor's map as parcel 143-13-007 and 143-15-002. The two parcels are currently zoned as R-2 Mixed Residence. The applicant is proposing to rezone both parcels to R1-4 Single Residence using the Planned Residential Development (PRD) option. This project is to be completed in one phase.

The neighborhood streets will be part of the public right-of-way. A minimum of two off-street parking spaces per residential unit will be supplied with driveway and an attached garage or carport. Each space will be independently accessible. The proposed development will have 222 total units. The majority of the units will be 40' wide lots, with 17 lots at 45', in width, and 16 lots at 50' in width. Circulation around the site will be facilitated by 61st Avenue and 63rd Avenue with right-of-ways ranging from 33 feet to 40 feet. These two streets run north and south, and are classified as collectors.

**2. Existing Conditions**

The current zoning for the parcel is R-2, or Mixed Residence. This zoning is intended to create a transition from urban single residence districts to a mixture of residential land uses. Because the surrounding area is not an urban mixed-use area and the desired variety of residential options can be maintained with a R1-4 zoning, the applicant is requesting to rezone to R1-4 (see exhibits A and B). This will create a more cohesive neighborhood within this suburban area, while maintaining the General Plan land use, Medium-High Density Residential: 5.0-8.0 du/ac (see exhibit D).

**The surrounding properties include:**

Immediately to the north of the site is a vacant tract owned by the Glendale Elementary School District #40. The neighborhood north of Alice Avenue (north of the school district's land) has apartments and townhomes, both zoned R-4. The townhomes were built around 1973, with two units for sale ranging from \$49,000 - \$65,000 (according to Zillow.com).



*Townhomes for sale*

On the east border of the site is 61st Avenue. Young Women's Christian Association and A New Leaf family counseling center, an apartment complex (zoned R-4) and single-family residential (zoned R-4) are located on 61st Avenue. The single-family residential neighborhood is called the Owen Subdivision 2 and was platted in 1959. The homes there were built from 1960-1971 and the average lot size is approximately 7,800 sq. ft. No information was found on the apartments located at 8530 North 59th Avenue, except that they are zoned R-4. Teresa Estates is a subdivision of fourplexes zoned R-4. These parcels were platted in 1972 and built in 1973 (see exhibit C).

To the south of the subject property is vacant residential land (zoned R-4) and single-family residences (zoned R1-6). The vacant land surrounds on three sides another parcel which contains a single home; together these parcels are for sale for \$225,000 (according to Zillow.com). The single-family residential subdivision is called Executive Palms and the lots are on average 5,500 sq. ft. The land was platted in 1994 and homes were built between 1996 and 1999.





*Single home for sale with surrounding vacant parcel*

The Resthaven Cemetery is to the west of the subject property. North of the cemetery is the Tarrington Ranch Park, and single-family residences (zoned R1-4) along the west side of 63rd Avenue. These single-family detached homes were built around 2006 and the average lot size is 3,600 sq. ft on average. The Tarrington Place neighborhood has one home for sale listed at \$195,000 (according to Zillow.com).



*Home for sale in the Tarrington Place Neighborhood*

**The relevant destinations in the vicinity include:**

- Resthaven Cemetery: 6450 W Northern Ave, Glendale, AZ 85301
- Tarrington Ranch Park: 6350 W Butler Drive, Glendale, AZ 85301
- A New Leaf outpatient counseling center: 8581 N 61st Ave #A, Glendale, AZ 85302
- YWCA: 8561 N 61st Ave, Glendale, AZ 85302
- Covenant International Church: 8807 N 61st Ave, Glendale, AZ 85302
- The Church of Jesus Christ of Latter-day Saints: 8840 N 61st Ave, Glendale, AZ 85302
- Glendale Community College: 6000 W Olive Ave, Glendale, AZ 85302
- Banner Thunderbird Medical Center: 5555 W Thunderbird Rd, Glendale, AZ 85306
- Glendale Fire Department Station 157: 9658 N 59th Ave, Glendale, AZ 85302

Glendale Police and Fire Station: 6835 N 57th Drive, Glendale, AZ 85301  
Circle K gas station: 5848 W Olive Ave, Glendale, AZ 85302  
7 Eleven gas station: 6720 W Olive Ave, Peoria, AZ 85345  
Butler Park: 57th Avenue and Alice Ave, Glendale, Arizona 85302  
Chase Bank: 5849 W Northern Ave, Glendale, AZ 85301  
Walmart Supercenter: 5605 W Northern Ave, Glendale, AZ 85301  
Fry's Food Store: 5116 W Olive Ave, Glendale, AZ 85302  
Walmart Neighborhood Market (proposed): 5137 W Olive Ave, Glendale, AZ 85302  
US Post Office: 5955 W Peoria Ave, Glendale, AZ 85302  
Glendale Success Academy: 7301 N 58th Ave, Glendale, AZ 85301  
Landmark Middle School: 5730 W Myrtle Ave, Glendale, AZ 85301  
Glendale American Elementary School: 8530 N 55th Ave, Glendale, AZ 85302  
North Pointe Preparatory High School: 10215 N 43rd Ave, Phoenix, AZ 85051  
Apollo High School: 8045 N 47th Ave, Glendale, AZ 85302  
Glendale High School: 6216 W Glendale Ave, Glendale, AZ 85301

### **3. Conditions, Covenants, and Restrictions**

Conditions, covenants, and restrictions for this project will be submitted with final documents.

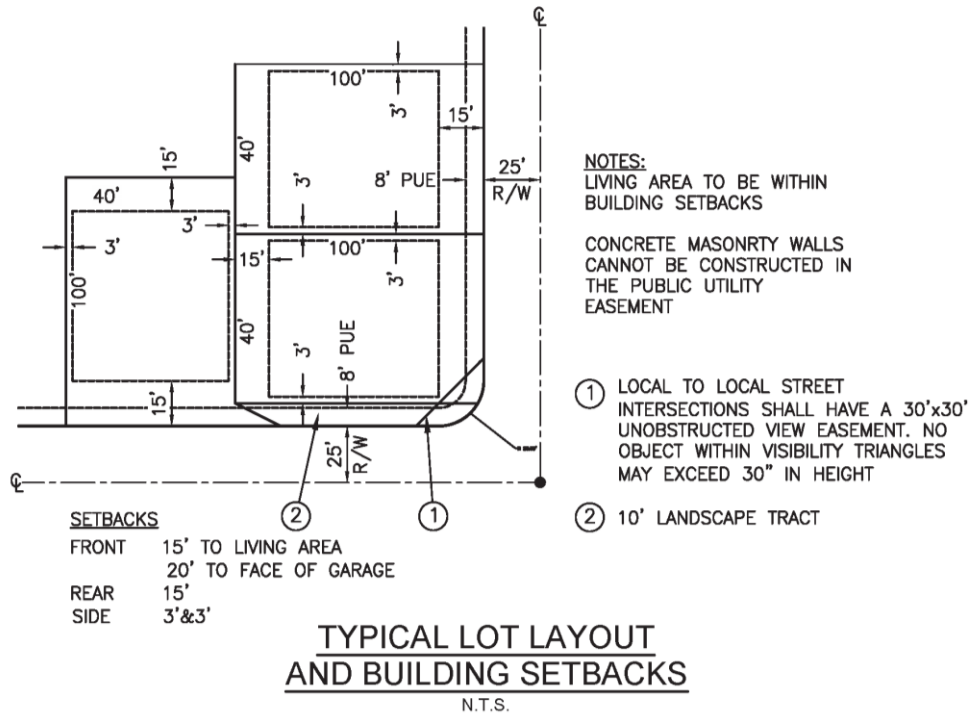
### **4. House Product Design**

The house product has not been selected for this development at this time. The proposed housing product could be a mixture of single story, two story, and possibly three story product with a single or dual tandem garage. The product will be 34 feet in width and no more than 30 feet in height. With the setbacks there is approximately a 2,000 square-foot area available for the housing product on the 40' x 100' lots; a 2,250 square-foot home on the 45' x 100' lots; and a 2,500 square-foot home on the 50' x 100' lots.

In reviewing housing product for these lot sizes the final product could be a mixture of single story, two story, and possibly three story product. A few of the product options could be a single story two bedroom bungalow with a one car garage and a covered front porch or a two-story four bedroom home with a single car garage and a covered porch. All homes will include a covered patio with box columns and a roof that is integrated into the design of the home. If the patio roof of the product is flat a tile roof or a parapet will be included.

Architectural diversity guidelines are achieved from the use of front yard porches, alternating roof lines and ridge lines, and varying earth tone colors of the roof tiles and the paint pallet. There will be a minimum of 3 color pallets and roof tile options. Exterior finish shall consist of stucco, masonry, brick, or stone veneer and popouts will be provided on all windows. All mechanical equipment will be ground mounted. There will also be a minimum of two builder installed front yard landscaping packages options to be installed within 30 days of closing.

## 5. Typical Standards and Lot Layout



*Typical Lot Layout*

In accordance with R1-4 zoning standards, the typical lot layout for Glendale 36 will have a front setback of 15-20 feet, rear setback of 15 feet, and a street side setback of 10 feet. Local to local street intersections will have a 30-foot by 30-foot unobstructed view easement. Glendale 36 will comply with the maximum structure height of 30 feet. The development proposes a side setback of 3 feet and 3 feet instead of the standard side setback of 5 feet and 5 feet. Maximum lot coverage of fifty percent (50%) instead of the standard forty-five percent (45%) is also proposed for Glendale 36.

## 6. Public or Commonly Owned Open Space and Facilities

The property owner is responsible for maintaining landscaping in all public right-of-way adjacent to the project.

## 7. Landscape Concept & Perimeter Theme Wall

The landscape design for Glendale 36 will have modified desert landscaping around the property with turf and deciduous shade trees in the open play areas. Open space on the southeast of the property will include a trail system and benches. An amenity area will provide a shaded tot lot, shade ramada, open play area, benches, B.B.Q. grill, and picnic

tables. Open space on the northeast of the property will include a trail system and bench to accommodate children walking to school.

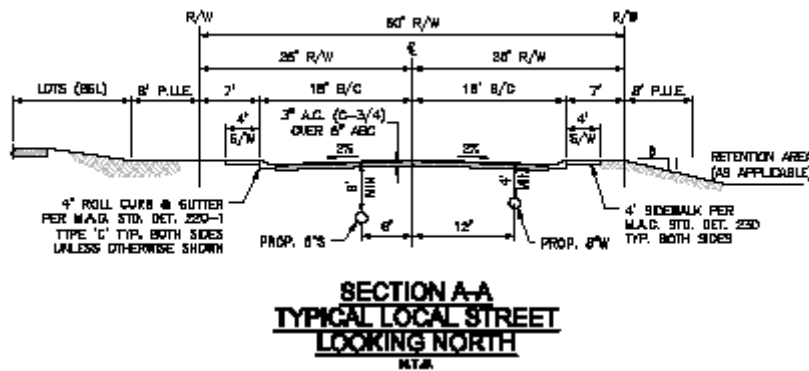
Theme walls will be made of split-faced block to mimic the look of the surrounding neighborhood without the maintenance concerns associated with stucco. View fencing will be placed along the back of lots surrounding the amenity area. The entry monument will be located at the intersection of Butler Drive and 63<sup>rd</sup> Avenue. The monument will be sandblasted onto earth tone tile/stone facing east toward 63<sup>rd</sup> Avenue (see Exhibit E for details). Exhibit F shows the conceptual mailbox design. The homeowners association will own and maintain the perimeter theme wall and entry features.

### 8. Screening, Buffers, and Transitions

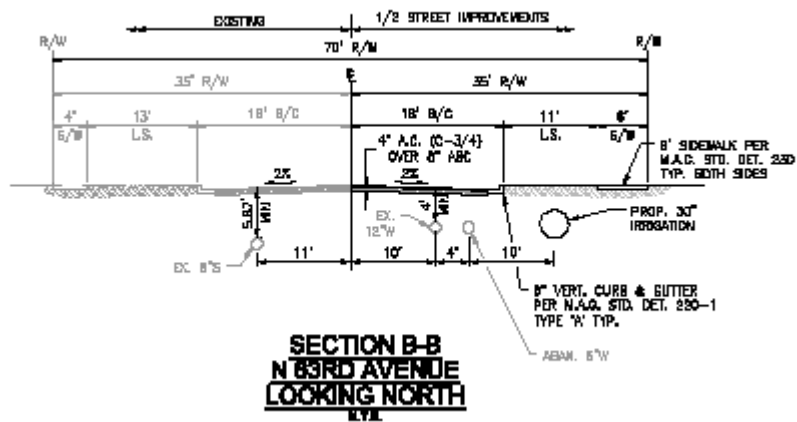
All mechanical equipment, electrical meter, and similar utility devices shall be screened from public view with appropriate plantings, where possible and permitted by the respective utility providers. Walls used for this purpose will be a minimum of six feet in height.

A minimum ten-foot wide landscape buffer is designed around the property. The landscaping for this buffer will be modified desert landscaping with street trees and desert shrubs. On the east side of the property there will be an open play area kiddy corner from Tarrington Ranch Park that will act as a buffer to 63<sup>rd</sup> Avenue.

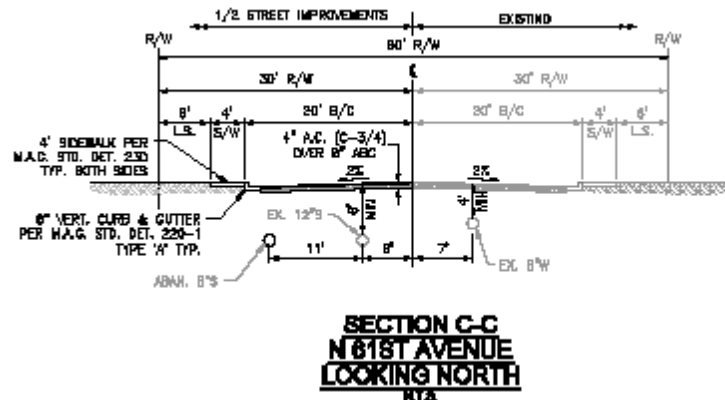
### 9. Proposed Cross Sections



*Typical Local Street Looking North*



*North 63<sup>rd</sup> Avenue Looking North*



*North 61<sup>st</sup> Avenue Looking North*

The new sidewalks will taper to match the existing 7-foot wide sidewalks to the north on 61<sup>st</sup> Avenue and 63<sup>rd</sup> Avenue. Curb, gutter, sidewalk, and LED street lights will be provided along all roadways.

**10. Drainage**

The site will be designed to meet the City of Glendale drainage requirements as stated in the Storm Water Policies and Standards. In addition, certain aspects of the design are in accordance with the Flood Control District of Maricopa County (FCDMC), Drainage Design Manuals for Maricopa County, Arizona, Volume I, Hydrology, Volume II, Hydraulics, and Drainage Policies and Standards Manual for Maricopa County, Arizona. The site contains light vegetation and trees and it is mainly a farmland and slopes in the range of 0.3% to 0.5 % to the west.

Offsite flow heading south on N 63d Ave crosses W Alice Avenue located north of the site and continues south towards an existing scupper on the north bound, routing storm water to an existing retention basin adjacent to the north west corner of the site. Runoff along N 63rd Ave and adjacent to the site will be captured as required by scuppers and routed to the proposed retention system located south west of the site. North of the site is farmland and flow travels west towards an existing basin. South of the site, runoff travels south to south west and away from the site. Flow heading south on N 61st Ave is intercepted north of the site by an existing scupper routing storm water to an existing retention basin adjacent to the north east corner of the site. Runoff along N 61st Ave and adjacent to the site will be captured by scuppers and routed to the proposed detention system located south east of the site.

The on-site drainage concept provides retention basins to retain post-developed versus pre-developed on-site runoff from the 100-year, 2-hour storm, as required by the City of Glendale and Flood Control District of Maricopa County. Hydrologic design for the site will be based on the City of Glendale Hydrologic Design Criteria. The local street within the site will be designed such that the 10-year flow is contained within the street curbs. The 50-year flow is contained within the right-of-way. The local street will be designed to convey runoff to the retention basin located within the site. Where capacity of the street is exceeded, catch basins and storm drains will be used to convey the flow from the streets into the retention basin. Finished floor elevations will be set at a minimum of 14 inches above the top of adjacent low curb or outfall and a minimum of 6 inches above the top of adjacent high curb. In addition, the finished floors will be 14 inches above the outfall or 0.5 foot above the maximum 100-year water surface elevation, whichever is greater.

## 11. Water and Sewer

Per Quarter Section Maps obtained from the City of Glendale on August 27, 2014 there is an existing 12-inch water main and an 8-inch sewer main on 63rd Avenue extending the length of the proposed development. Also, there is an existing 8-inch water main and an 8-inch sewer main on 61st Avenue extending the length of the proposed development as well. As part of our engineering design process we will obtain water pressure tests on each line to determine the suitability for development and cross connection of these water mains which are both in Zone-I. In addition, we will coordinate with the City to determine the reserve capacity of the sanitary sewer systems and direct flow to each main accordingly. It is presumed that there is sufficient treatment works capacity for the proposed development.

**12. R1-4 Development Standards**

Min.Net Lot Area	Min. Width	Min. Depth	Minimum Setback <sup>2</sup>				Max. Structure Height <sup>1</sup>	Max. % Lot Coverage
			Front	Rear	Side	Street Side		
4,000'	40'	80'	15'-20'	15'	0' to 10'	10'	30'	45%

1 Two story maximum, refer to Section 7.300 for accessory buildings

2 Minimum 10 feet separation between buildings on adjacent lots

**13. Proposed Development Standards**

Min.Net Lot Area	Min. Width	Min. Depth	Minimum Setback				Max. Structure Height	Max. % Lot Coverage
			Front	Rear	Side	Street Side		
4,000	40'	80'	15'-20'	15'	3' & 3'	10'	30'	50%

**14. Conclusion**

The development team believes that this request represents an appropriate and favorable planning of the site and will bring a unique product to the City of Glendale.

We look forward to working with staff in the processing of this project.

# EXHIBITS



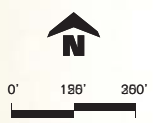
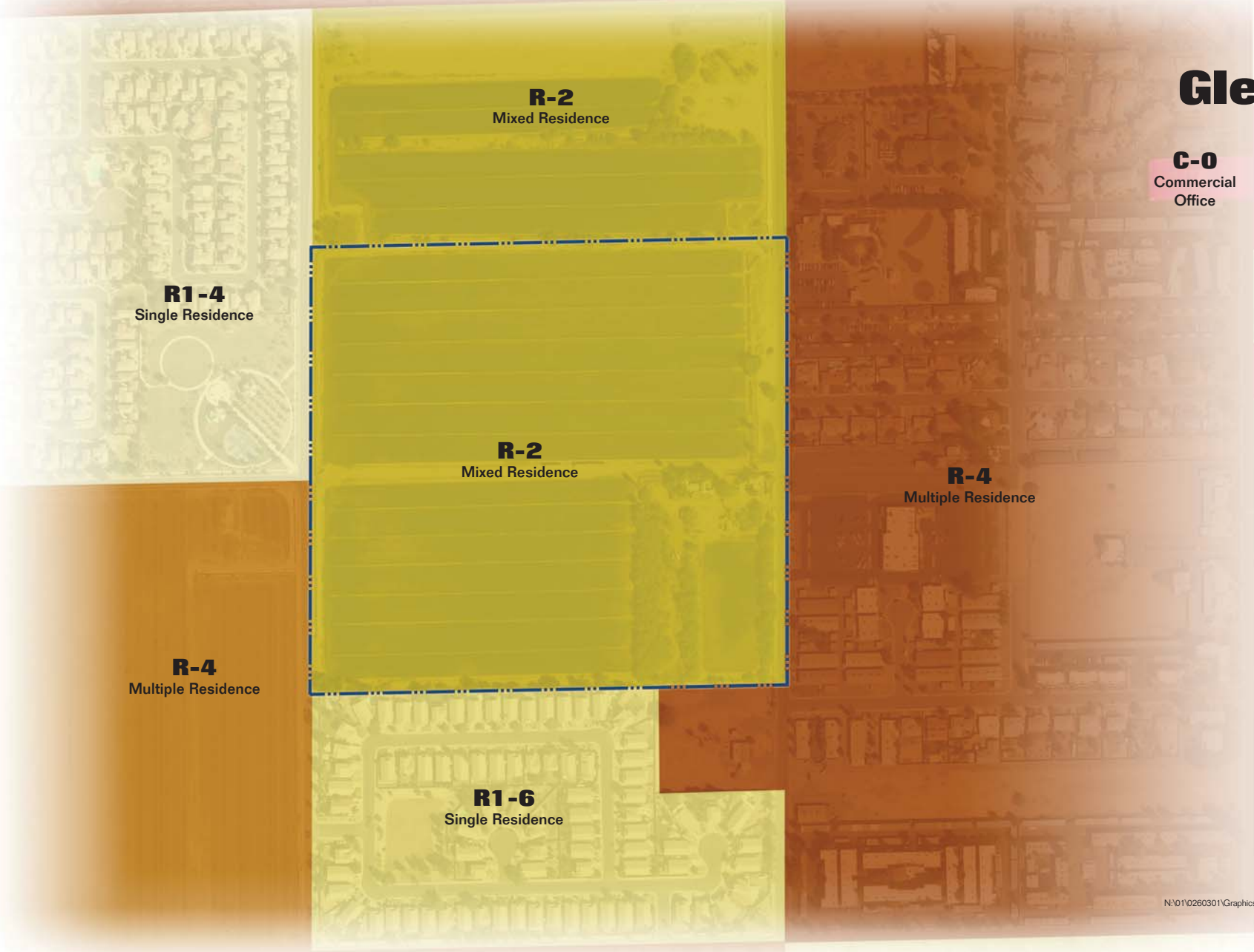
# **EXHIBIT A**

## **Existing Zoning**

# Glendale 36

**C-0**  
Commercial  
Office

## Existing Zoning



# **EXHIBIT B**

## **Proposed Zoning**

# Glendale 36

**C-0**  
Commercial  
Office

## Proposed Zoning

**R1-4**  
Single Residence

**R-2**  
Mixed Residence

**R1-4 PRD**  
Single Residence  
Planned Residential Development

**R-4**  
Multiple Residence

**R-4**  
Multiple Residence

**R1-6**  
Single Residence



# **EXHIBIT C**

## **Aerial Map**

# Glendale 36

## Aerial Map



# **EXHIBIT D**

## **Site Plan**

Glendale Elementary  
School District #40

# Glendale 36

## Site Plan

YWCA of  
Phoenix

Developer

**Glendale 36, LLC**

7520 E. Angus Road

Scottsdale, AZ 85251

Phone: (602) 318-0025

Contact: Pat Lannan

Design Team

**Cvl Consultants, Inc.**

4550 N. 12th Street

Phoenix, Az 85014

Phone: (602) 264-4752

Contact: Dave Coble

Owen Subdivision 2

SELDON LANE

### Site Data Table

SR14-0110			
Existing Zoning	R-2		
Proposed Zoning	R1-4 PRD		
Gross Area (Acres)	37.93		
Assessor's Parcel Number (APN #)	143-13-007		
	143-15-002		
Proposed Lot Size	40'x100'	189	85%
	45'x100'	17	7.7%
	50'x105'	16	2.3%
Total Number of Units	222	100%	
Gross Density	5.85	DU/AC	
Open Space (Acres)	5.62	14.8%	
Typical Lot Size (SF)	4000 SF		

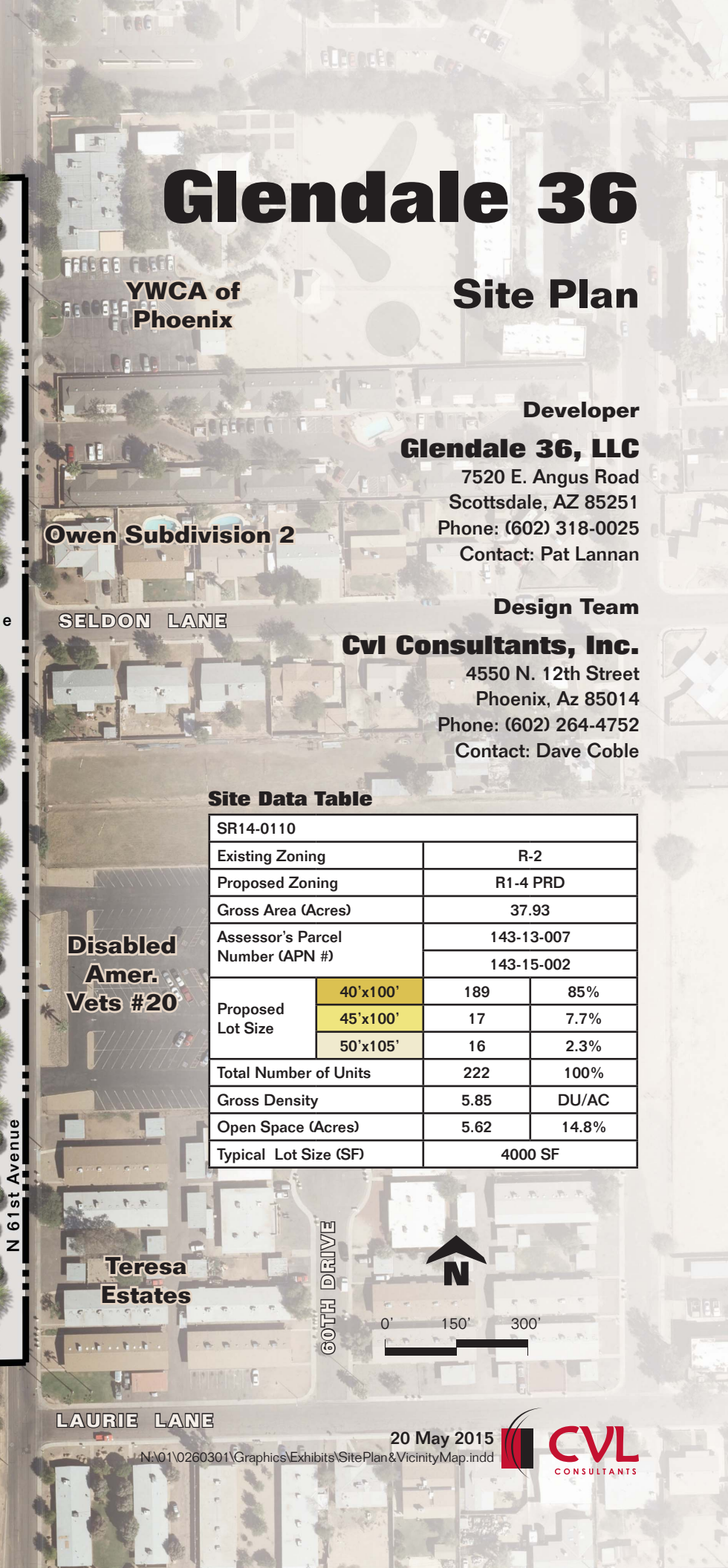
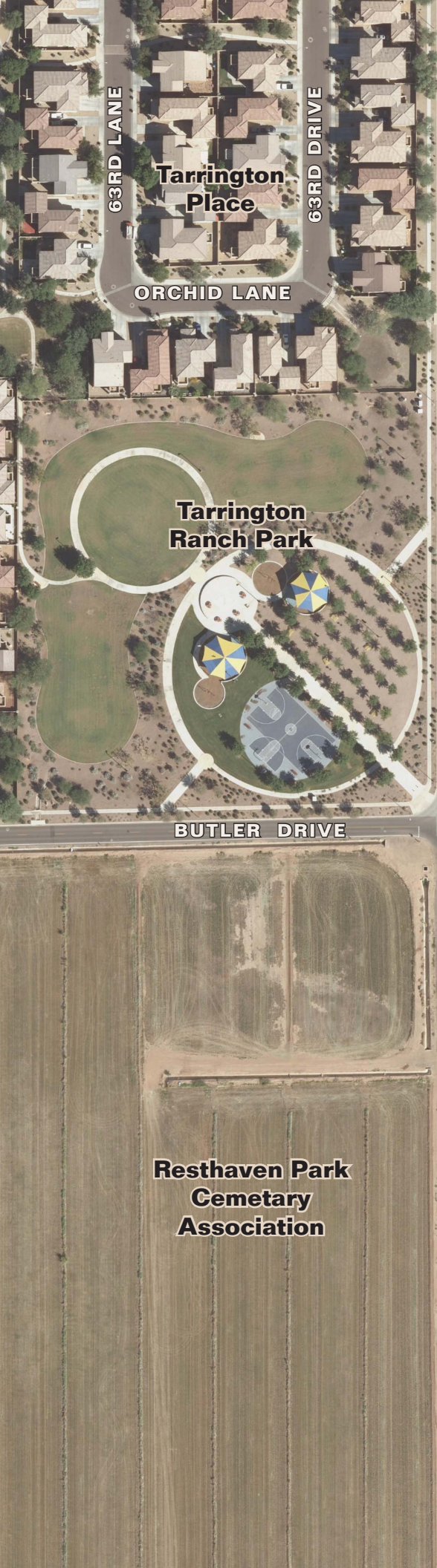
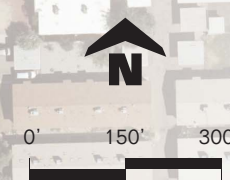
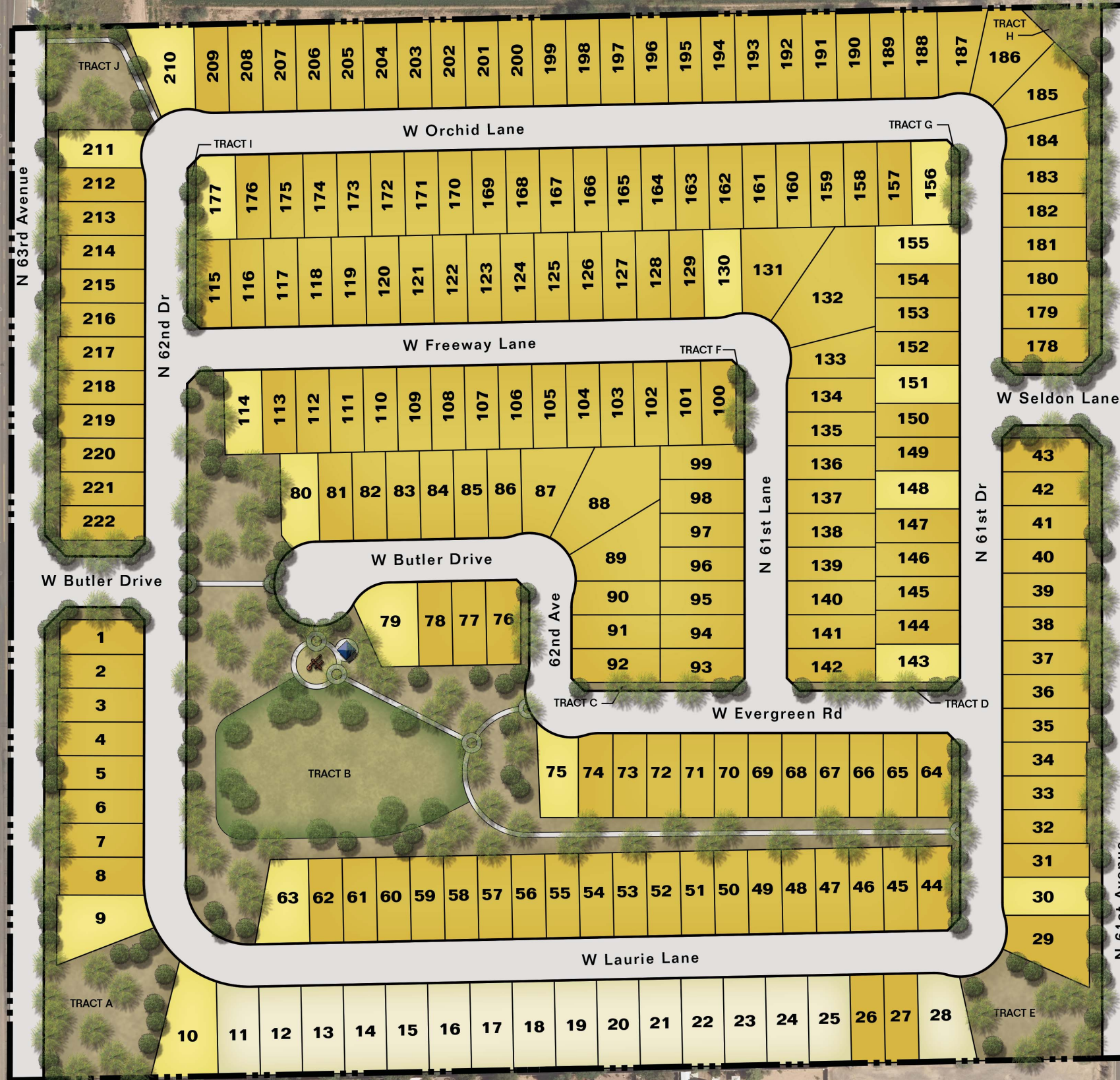
Disabled  
Amer.  
Vets #20

Teresa  
Estates

LAURIE LANE

20 May 2015

N:\01\0260301\Graphics\Exhibits\SitePlan&VicinityMap.indd





# **EXHIBIT E**

## **Entry Feature and Conceptual Perimeter Theme Wall**

# GLENDALE 36

GLENDALE, AZ

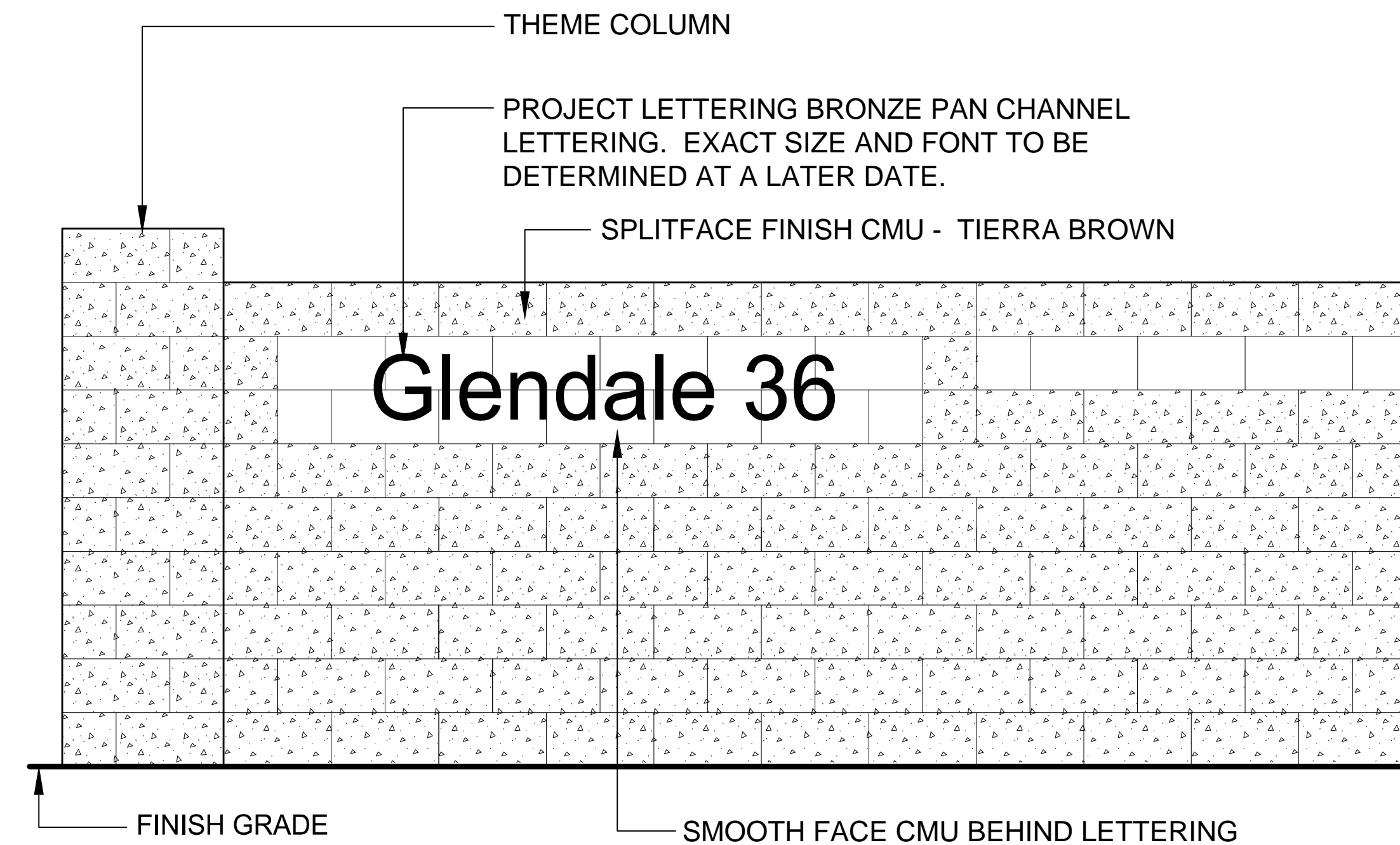
A PORTION OF LAND LOCATED IN THE EAST HALF OF SECTION 31,  
TOWNSHIP 3 NORTH, RANGE 2 EAST, OF THE GILA AND SALT RIVER BASE  
AND MERIDIAN,  
MARICOPA COUNTY, ARIZONA

## OWNER / DEVELOPER

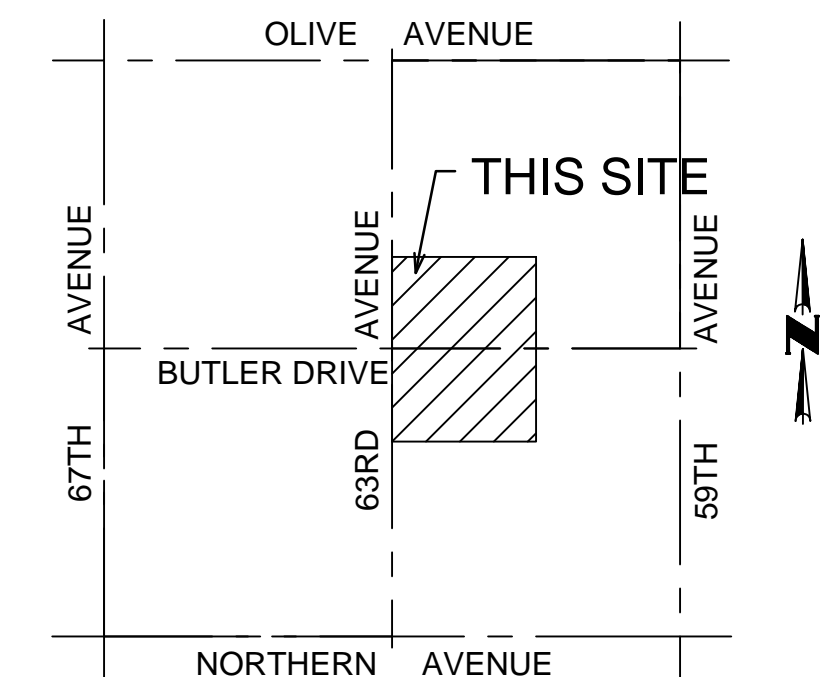
GLENDALE 36, LLC  
7520 E. ANGUS ROAD  
SCOTTSDALE, AZ 85251  
PHONE: (602) 318-0025  
CONTACT: PAT LANNAN

## CVL DESIGN TEAM

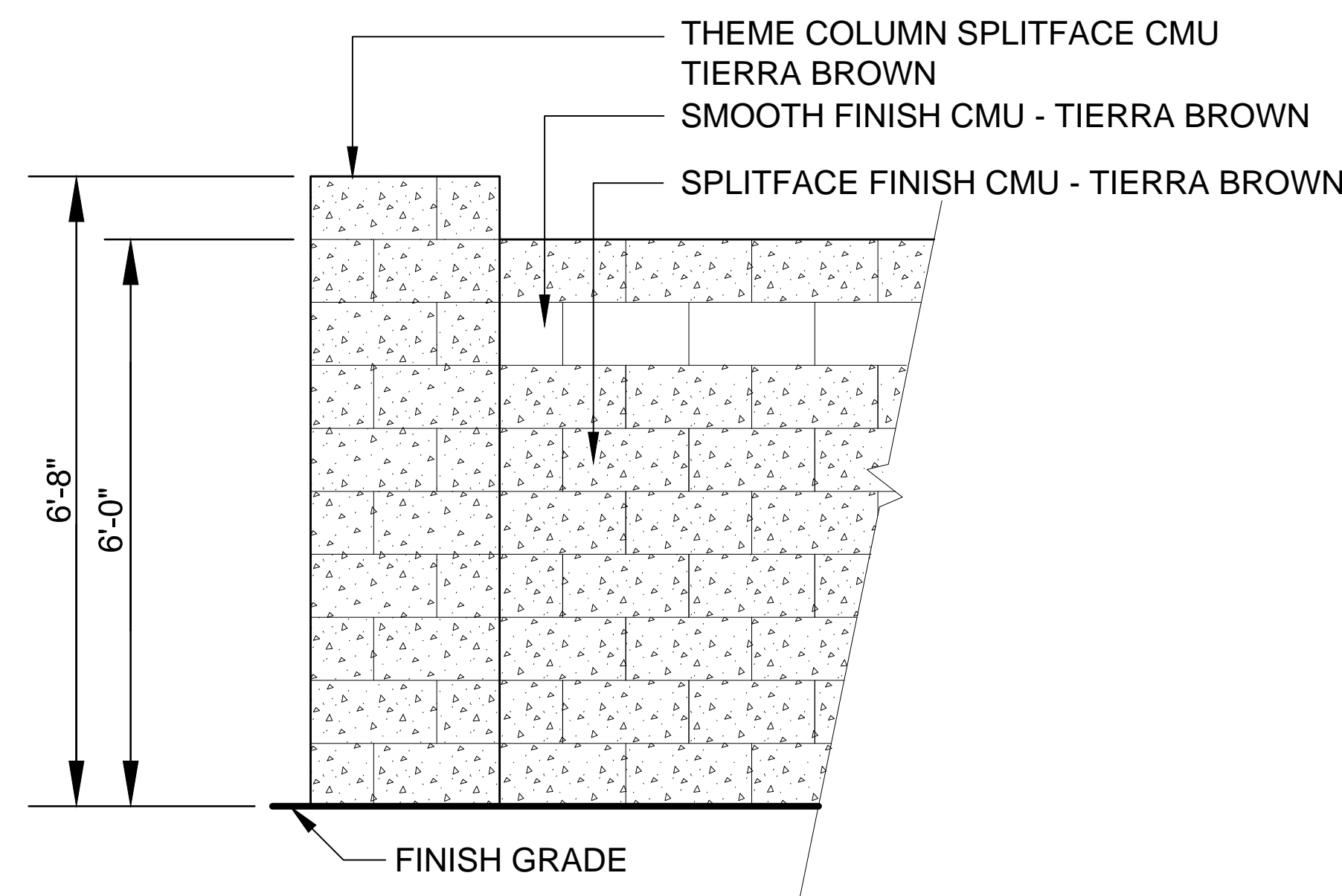
CVL CONSULTANTS, INC.  
4550 N. 12TH STREET  
PHOENIX, AZ 85014  
PHONE: (602) 264-4752  
CONTACT: DAVE COBLE



## PROJECT IDENTIFICATION

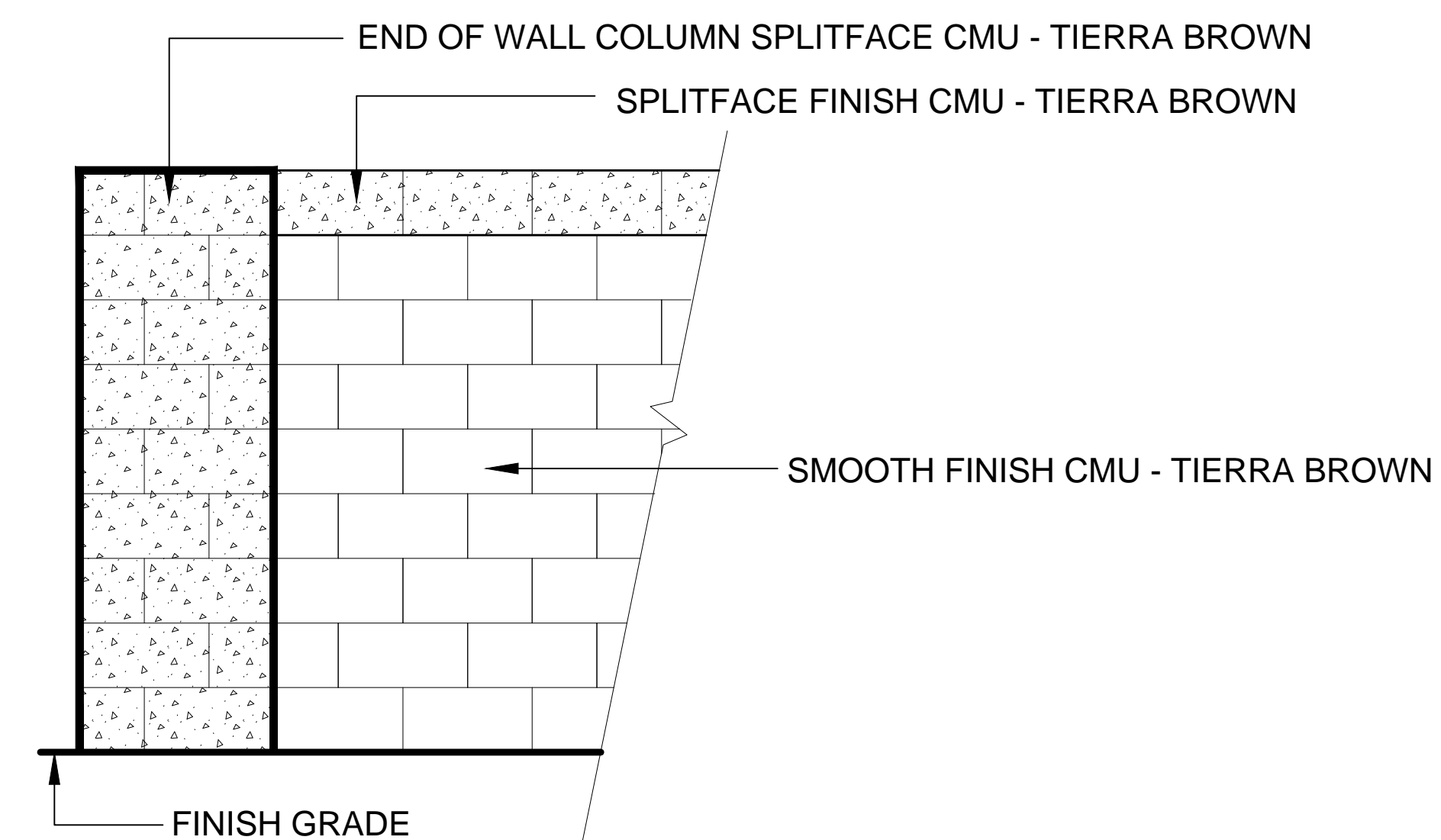


**VICINITY MAP**  
(NOT-TO-SCALE)



## 6' THEME WALL

SUBDIVISION WALL SHALL BE USED ON ALL INTERIOR WALLS ADJACENT TO OPEN SPACE TRACTS



## END OF WALL COLUMN

## SHEET INDEX

SHEET 01 - EXHIBIT E: CONCEPTUAL PERIMETER THEME WALL AND ENTRY FEATURE



4550 N. 12th Street . Phoenix, AZ, 85014 . phone 602.264.6831 . fax 602.264.0928 . www.cvlci.com  
Civil Engineering . Water Systems . Wastewater Treatment . Land Planning . Energy . Land Survey . Landscape Architecture . Construction Management

## EXHIBIT E

CONCEPTUAL PERIMETER THEME WALL AND ENTRY FEATURE



**NTS**

5/08/15  
\\phx-cvlfiler4\Engrdata\01\0260301\cadd\PLANNING\PS.EXHIBIT E-F.01.dwg

**SHEET**  
01 OF 01

# **EXHIBIT F**

## **Conceptual Mailbox**

# GLENDALE 36

GLENDALE, AZ

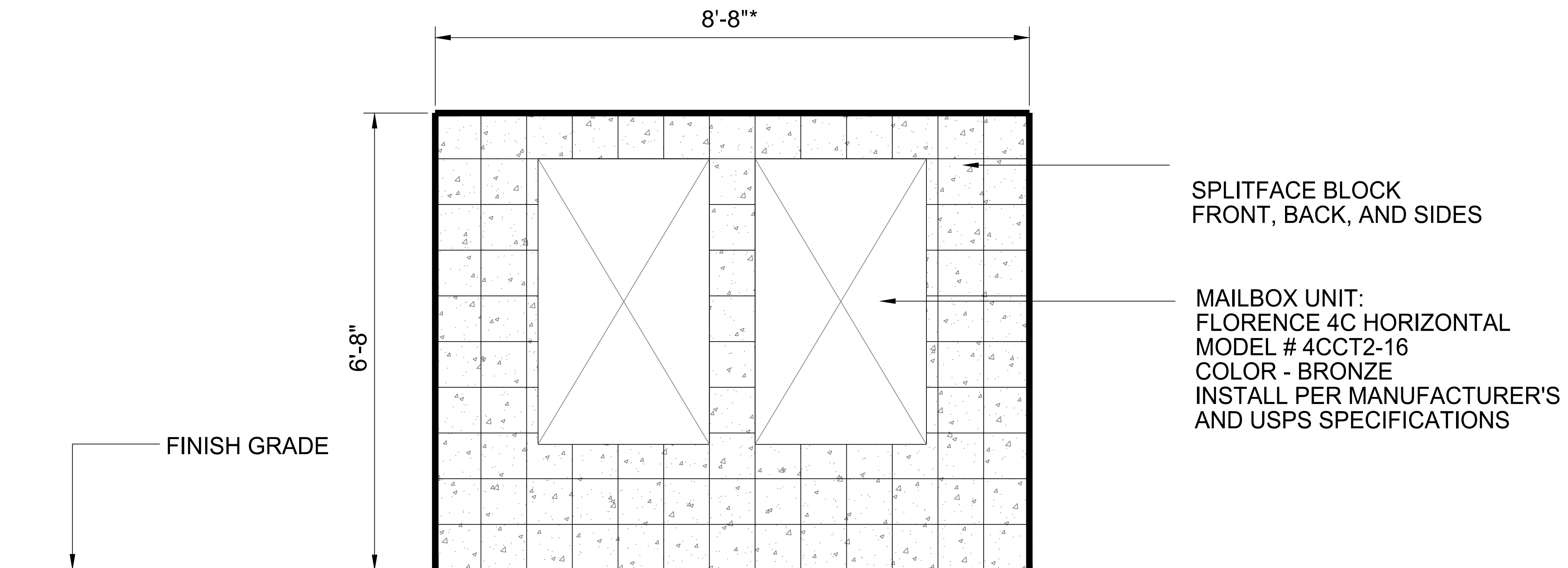
A PORTION OF LAND LOCATED IN THE EAST HALF OF SECTION 31,  
TOWNSHIP 3 NORTH, RANGE 2 EAST, OF THE GILA AND SALT RIVER BASE  
AND MERIDIAN,  
MARICOPA COUNTY, ARIZONA

## OWNER / DEVELOPER

GLENDALE 36, LLC  
7520 E. ANGUS ROAD  
SCOTTSDALE, AZ 85251  
PHONE: (602) 318-0025  
CONTACT: PAT LANNAN

## CVL DESIGN TEAM

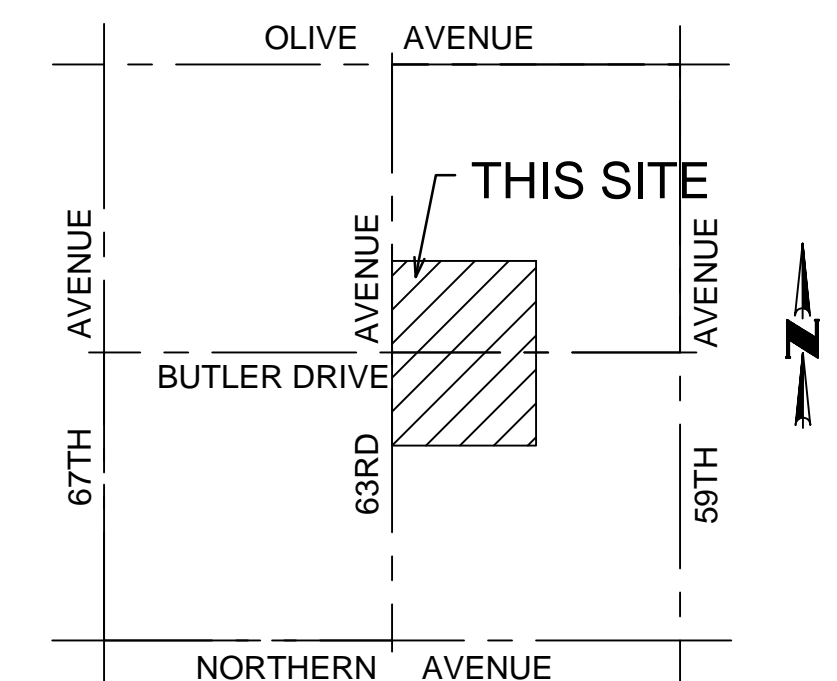
CVL CONSULTANTS, INC.  
4550 N. 12TH STREET  
PHOENIX, AZ 85014  
PHONE: (602) 264-4752  
CONTACT: DAVE COBLE



\* THIS DIMENSION MAY VARY DEPENDING ON THE NUMBER  
OF CBU UNITS REQUIRED BY THE U.S. POSTAL SERVICE.

THE EXACT NUMBER AND LOCATION OF THESE MAILBOX  
ENCLOSURES SHALL BE DETERMINED BE THE U.S. POSTAL  
SERVICE.

## MAIL BOX ENCLOSURE



**VICINITY MAP**  
(NOT-TO-SCALE)

## SHEET INDEX

SHEET 01 - EXHIBIT F: CONCEPTUAL MAILBOX



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## EXHIBIT F

CONCEPTUAL MAILBOX



NTS

5/08/15  
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**SHEET**  
01 OF 01

CITIZEN  
PARTICIPATION  
FINAL REPORT

GLENDALE 36  
8485 NORTH 63<sup>RD</sup> AVENUE  
ZON15-06  
PP15-01

BETWEEN 63RD AVENUE AND 61ST  
AVENUE, SOUTH OF ALICE AVENUE,  
AND NORTH OF ROYAL PALM ROAD

PREPARED BY  
CVL CONSULTANTS, INC.

JUNE 24, 2015

06.24.15  
APPROVED PLAN  
COMMUNITY DEVELOPMENT  
CITY OF GLENDALE  
BY *J. M. Fisher*

DEVELOPER:

DEL PUEBLO COMMUNITIES, LLC  
7520 EAST ANGUS ROAD  
SCOTTSDALE, AZ 85251  
ATTN: PAT LANNAN  
480-947-6200  
JPL@AZDELPUEBLO.COM

PLANNING/CIVIL ENGINEERING  
CONSULTANT:

CVL CONSULTANTS, INC.  
4550 NORTH 12 STREET  
PHOENIX, AZ 85014-4291  
ATTN: DAVID COBLE  
602-285-4752  
DCOBLE@CVLCI.COM

# CITIZEN PARTICIPATION FINAL REPORT

## APPENDICES

- |            |   |
|------------|---|
| APPENDIX A | COMPLETE NEIGHBORHOOD<br>NOTIFICATION MAILING LIST                |
| APPENDIX B | NEIGHBORHOOD<br>NOTIFICATION MAILING AND<br>NOTIFICATION MAP      |
| APPENDIX C | NEIGHBORHOOD MEETING<br>SIGN-IN SHEET AND<br>PARTICIPANT COMMENTS |
| APPENDIX D | COMMENT LETTERS<br>FROM PARTICIPANTS                              |
| APPENDIX E | AFFIDAVIT OF MAILING  |

### **Project Description**

The site consists of approximately thirty-six acres located between N 63rd Avenue and N 61st Avenue, south of Alice Avenue, and north of Royal Palm Road in the Barrel District. The parcels identified are on the Maricopa County Assessor's map as parcel 143-13-007 and 143-15-002. The two parcels are currently zoned as R-2 Mixed Residence. The applicant is proposing to rezone both parcels to R1-4 Single Residence using the Planned Residential Development (PRD) option with 222 units for a gross density of 5.85 dwelling units per acre.

The neighborhood streets will be part of the public right-of-way. A minimum of two off-street parking spaces per residential unit will be supplied with an attached two-car garage. Each space will be independently accessible. Circulation around the site will be facilitated by N 61st Avenue and N 63rd Avenue with right-of-ways ranging from 33 feet to 40 feet. These two streets run north and south and are classified as collectors.

### **Notification Process**

The applicant sent a neighborhood meeting notification letter to all residents and interested parties within a 500' radius of the site on May 12, 2015. The Interested Parties list and Additional Notification list were provided by the Planning staff and contacted in the mailing. A complete mailing list of all individuals and organizations that have been contacted is attached as Appendix A. A copy of the notification letter and notification area map is included as Appendix B.

### **Meeting Location**

The interested parties had an opportunity to present their concerns and views at the neighborhood meeting held on Thursday, May 28, 2015. The meeting was held from 6:30 p.m. to 7:30 p.m. in Room 108 of the Glendale Adult Center located at 5970 W Brown St., Glendale, AZ 85302. Thirteen individuals were in attendance and ten attendees provided written comments. All comments from the meeting are attached as Appendix C.

### **Meeting Summary**

The neighborhood meeting began at 6:33 p.m. The majority of the participants was pleased that Glendale 36 is providing single family detached housing instead of a multi-family development and supported the rezoning of the site to R1-4, as shown in the participants' comments attached as Appendix C.

A participant expressed concerns about the possibility of putting two-story product on the south side of the property and said they would prefer a one-story product to match the Executive Palms subdivision to the south. We responded that the Glendale 36 development may use a mix of one-story and two-story product. A developer has not yet been selected but will determine housing product based on market demands and that two-story homes will be probable in this development. We also discussed that the proposed development had increased their lot widths to 50' on the southern border to match the lot size in the Executive Palms development to the south.



Another comment was made requesting the widening of N 63<sup>rd</sup> Avenue and constructing turn lanes to accommodate the increase in traffic from future Glendale 36 residents. The participant was informed that half street improvements to N 63<sup>rd</sup> Avenue and N 61<sup>st</sup> Avenue would be made per the City of Glendale standard street sections.

One homeowner has contacted David Coble and another homeowner has contacted the Planner for this project, Jon Froke, regarding the Glendale 36 development.

On May 18<sup>th</sup>, 2015 a concerned couple emailed a letter to Jon Froke expressing their discontent with the current plan for the Glendale 36 development and requested that the development mimic the development standards used by the Executive Palms subdivision to the south. This letter is attached as Appendix D. They felt the open space provided in the northeast of the property was inadequate and that R1-4 is not an appropriate zoning district for the property. The couple has not received a reply from the applicant's representative. Due to the participants relying on their own general philosophy, showing a contrarian view on development, and being located three miles away from the site, we chose not to start a philosophical dialog to address their overall concerns. They are not directly affected by the development and their comments, while directed at this development, appear to be more universal in nature to the City of Glendale as a whole.

After the neighborhood meeting on May 28, 2015 a homeowner from the nearby Tarrington Place subdivision emailed David Coble regarding their concerns for the Glendale 36 development. They were concerned about the increase in visitors to the Tarrington Ranch Park from the new development. They also expressed their concerns regarding the increase in traffic on W Butler Drive due to future Glendale 36 residents and suggested widening W Butler Drive west of 63<sup>rd</sup> Avenue and constructing a left turn lane to allow better access to the Tarrington Place subdivision. David Coble responded to the participant's email on the morning of May 29, 2015 and explained that Tarrington Ranch Park is a public park owned by the City of Glendale. While Glendale 36 will provide open space and amenities, future residents of Glendale 36 are able to use Tarrington Ranch Park and may cause an increase in visitors at the park. The email also explained that no improvements west of N 63<sup>rd</sup> Avenue on Butler Avenue will be made by the Glendale 36 development but that half street improvements to N 63<sup>rd</sup> Avenue and N 61<sup>st</sup> Avenue will be made adjacent to the site per City of Glendale standards. Jon Froke was copied on the response and he has forwarded the homeowner's email to the Street Transportation Department and the Parks and Recreation Department.

Should issues arise, the interested parties can reach the applicant's representative, David Coble, directly and have been given his information in the notification letter and at the neighborhood meeting. We allowed four weeks for citizen input after implementation and the deadline to receive comments was June 12, 2015.

### Conclusion

If a change occurs in the proposal after the notification letter is mailed, a second notification letter will be mailed and the topic will be discussed at a second neighborhood meeting. The applicant will inform the Planning staff of the status of the Citizen Participation efforts through email, phone calls, or any other needed communication. The schedule for the Citizen Participation Plan is as follows:

<b>Citizen Participation Plan Schedule</b>	
<b>April 14, 2015</b>	Citizen Participation Plan approved
<b>May 12, 2015</b>	Mailed Notification Letters (257 Individuals Contacted)
<b>May 28, 2015</b>	Held Neighborhood Meeting: Thursday, May 28, 2015 from 6:30 - 7:30 p.m. Glendale Adult Center, Room 108 5970 W Brown St., Glendale AZ 85302 (13 Individuals Attended)
<b>June 12, 2015</b>	Deadline to Receive Comments (We allowed four weeks for citizen input after implementation.)
<b>June 24, 2015</b>	Submitted Citizen Participation Final Report to Planner

## **APPENDICES**

**APPENDIX A**  
**COMPLETE NEIGHBORHOOD NOTIFICATION**  
**MAILING LIST**

**APPENDIX B**

**NEIGHBORHOOD NOTIFICATION MAILING  
AND NOTIFICATION MAP**



4550 North 12th Street | Phoenix, AZ 85014  
602.264.6831

May 12, 2015

David B. Coble  
CVL Consultants, Inc.  
4550 North 12<sup>th</sup> Street  
Phoenix, Arizona 85014  
dcoble@cvlci.com

Subject: Notification of Neighborhood Development

Dear Neighbor:

This letter is to inform you that a Rezoning application has been filed with the City of Glendale on behalf of Pat Lannan, the owner. The site consists of approximately thirty-six acres located between 63th Avenue and 61st Avenue, south of Alice Avenue, and north of Royal Palm Road in the Barrel District.

The property is currently zoned as R-2 Mixed Residence, a district designed for the development of attached housing units. The applicant is proposing to rezone the property to R1-4 Single Residence, a zoning district which encourages the development of attractive single residence homes. In accordance with R1-4 zoning standards, the typical lot layout for Glendale 36 will have a minimum front setback of 15-20 feet, rear setback of 15 feet, side setback of 5 and 5 feet, and a street side setback of 10 feet. The development will comply with the maximum structure height of 30 feet and propose maximum lot coverage of fifty percent (50%).

The surrounding properties include: a vacant tract owned by the Glendale Elementary School District #40 to the north; an apartment complex (zoned R-4) and multiple residence (zoned R-4) to the east; single-family residences (zoned R1-6) to the south; the Tarrington Ranch Park, and single-family residences (zoned R1-4) to the west of the site.

Included with this letter is a site plan for your review. A neighborhood meeting will take place:

Thursday, May 28, 2015 from 6:30-7:30pm  
Glendale Adult Center – Room 108  
5970 W. Brown St., Glendale, Arizona 85302 (Map Attached)

Comments and questions will be accepted at this time. If you are unable to attend, please write, email, or call me at the contact information above. You may also contact Jon M. Froke with the City of Glendale Planning Department at (623) 930-2585.

Sincerely,

COE & VAN LOO  
Consultants, Inc.

A handwritten signature in black ink that reads 'David B. Coble'.

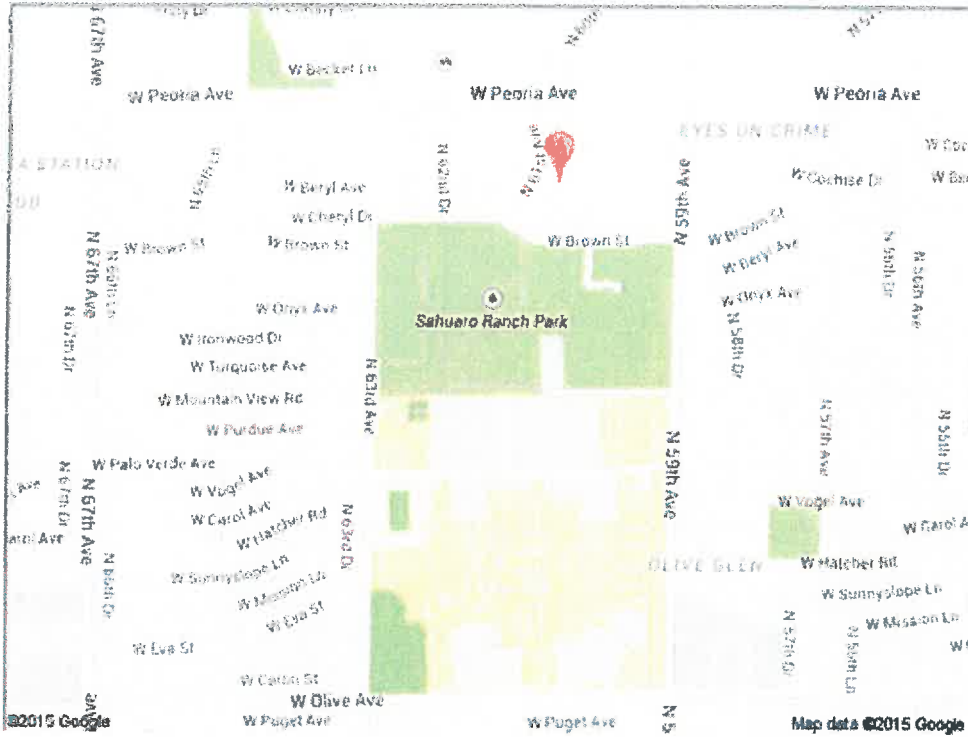
David B. Coble  
Associate, Project Manager

DBC/jv



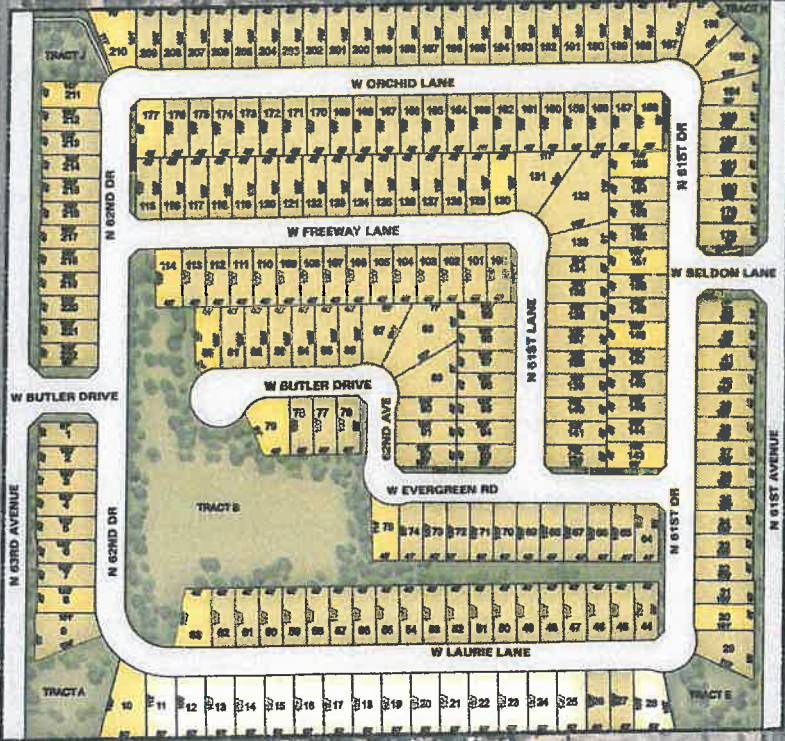
Glendale Adult Center

A. **Glendale Adult Center**  
5970 West Brown Street, Glendale, AZ  
(623) 930-4321



# Glendale 36

## Site Plan



Site Data Table

Site 40110	
Existing Zoning	R-2
Proposed Zoning	R1-4 PRD
Gross Area (Acres)	37.93
Assessor's Parcel Number (APN #)	143-13-007
	143-13-002
Proposed Lot Size	40'x100' 190
	45'x100' 17
	50'x100' 16
Total Number of Units	222
Overall Density	5.85 DU/AC
Overall Density (Overall)	5.82 14.8%
Typical Lot Size (SF)	4000 SF







# Glendale 36

## Aerial Map



**APPENDIX C**

**NEIGHBORHOOD MEETING SIGN-IN SHEET  
AND PARTICIPANT COMMENTS**

**APPENDIX D**

**COMMENT LETTERS FROM PARTICIPANTS**

May 18, 2015

Mr. Jon Froke

Planning Department

Glendale, Arizona 85301

Dear Mr. Froke:

We are writing with reference to the property in the Barrel District owned by Pat Lannan (between 63<sup>rd</sup> Avenue and 61<sup>st</sup> Avenue, Alice Avenue to Royal Palm Road) and represented by Coe & Van Loo Consultants, Inc.

We find the proposed Planned Residential Development to be disappointing, and just another infill project that will become a high density slum.

Allowing R1-4 Zoning would encourage homes in this project to become rentals with unkempt landscaping and multiple cars parked in the front yard and driveway reflecting a trend that has become pervasive in other infill neighborhoods. The HOA would have a challenge trying to enforce CC & R's for likely more than 50% rental properties.

According to Glendale's online Zoning Ordinance, only 16 of the 220 parcels meet the required R 1-4 minimum lot size of 5,000 and those are in the row that backs up to the R 1-6 parcel to the south.

Open Space in the Northeast quadrant is "less than inadequate."

Quality of life should be an incentive for Glendale to pursue and promote. This parcel should mirror the R 1-6 Zoning in the development to the south.

In our view, the proposal is wrong for our community. We trust that you will forward our concerns to both the Planning Commission and to City Council.

Sincerely,

Robert and Karen Aborne

abornekr@cox.net

---

**From:** Mike Malek-Ahmadi [mailto:mikemalekahmadi@cox.net]  
**Sent:** Thursday, May 28, 2015 11:38 PM  
**To:** Dave Coble  
**Subject:** Neighborhood Development Meeting

Dear Mr. Coble,

My name is Mike Malek-Ahmadi and I am a resident of the Tarrington Place neighborhood in Glendale. I was unable to attend the information session regarding the proposed rezoning and neighborhood development for land located on 63<sup>rd</sup> Ave. between Butler and Alice, but I did have some questions I wanted to pose regarding this proposed development.

1. Will this new neighborhood have a park built with it? I ask this because many residents of other neighborhoods and apartment complexes use the park attached to the Tarrington Place neighborhood (SW corner of Butler and 63<sup>rd</sup> Ave.). Strictly speaking, the park is supposed to be only for residents of Tarrington Place, but the individuals (mostly families and children) who live outside the neighborhood and use the park have been very courteous and respectful. However, my fear is that with a new neighborhood being built across the street that our park will become too busy and crowded as its size does not seem to be intended to serve the large area that it does.

2. It appears that a primary entrance to the proposed neighborhood will be from Butler Dr. Are there any plans to improve Butler Dr. to accommodate the increased traffic volume that will inevitably come from new residents using this route to access 67<sup>th</sup> Ave.? My preference would be to see Butler widened so that there is a left turn lane to allow individuals driving on eastbound Butler to access the southern entrance to Tarrington Place without having to stop in the eastbound lane to wait for oncoming traffic to clear.

I appreciate your time and consideration on these questions and look forward to your response.

Sincerely,

Mike Malek-Ahmadi

**APPENDIX E**  
**AFFIDAVIT OF MAILING**



# Planning Department

## NEIGHBORHOOD NOTIFICATION LETTER

### AFFIDAVIT OF MAILING

Case No. (if available) ZON15-06, PP15-01

Project Name: Glendale 36

I, David Coble certify that I am the authorized applicant / representative to the City of Glendale for the above application, and do hereby affirm that notice as required for the case noted above has been completed in accordance with the Citizen Participation Process in the City of Glendale's Zoning Ordinance, and a copy of the letter and mailing labels has also been submitted.

Applicant/Representative Signature: David B Coble

STATE OF ARIZONA

SS.

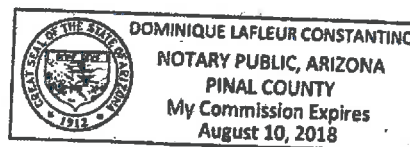
COUNTY OF MARICOPA

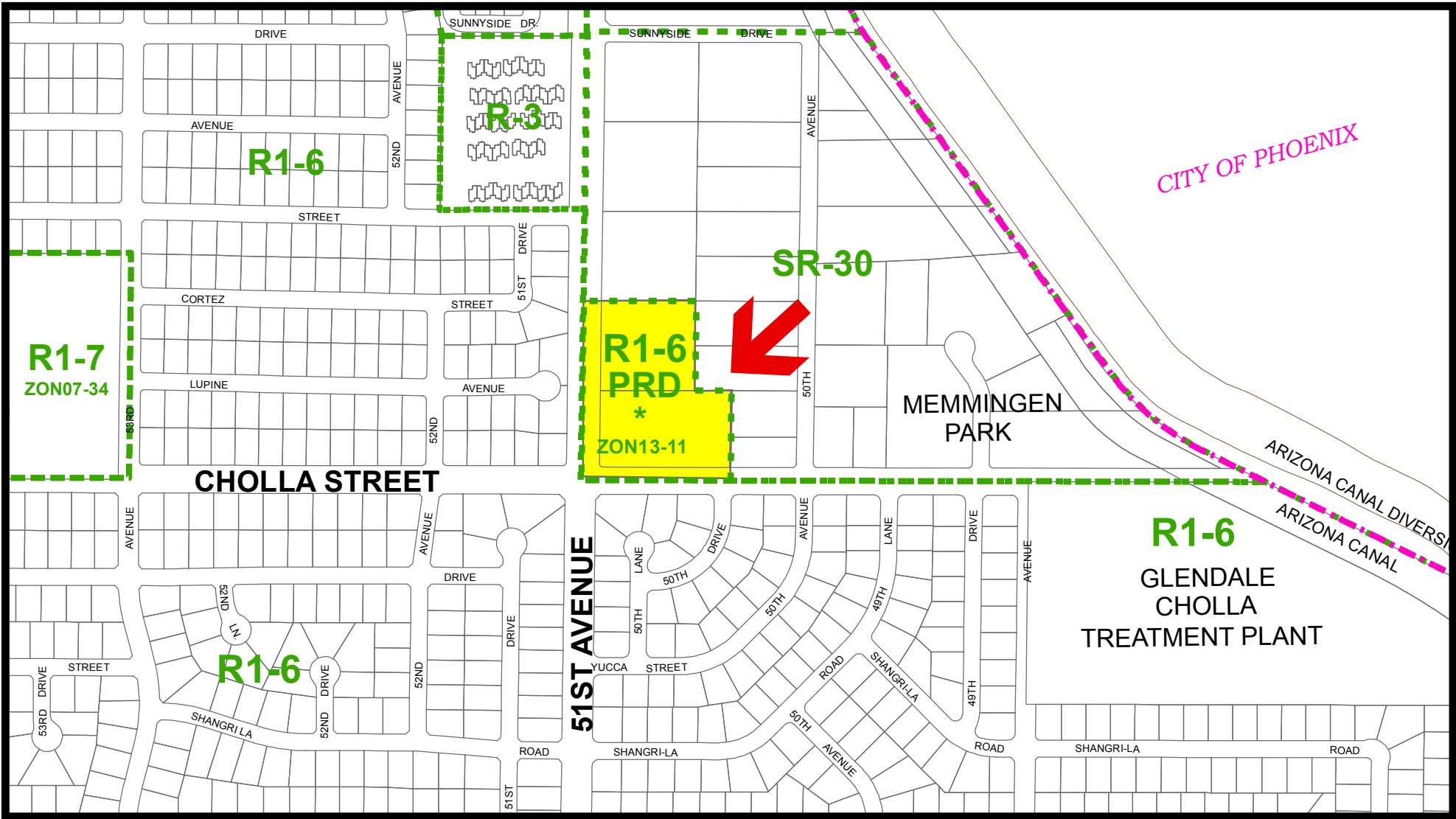
The foregoing instrument was acknowledged before me this 5<sup>th</sup> day of JUNE, 2015.

Dominique Lafleur Constantino  
Notary Public

My Commission Expires:

August 10, 2018





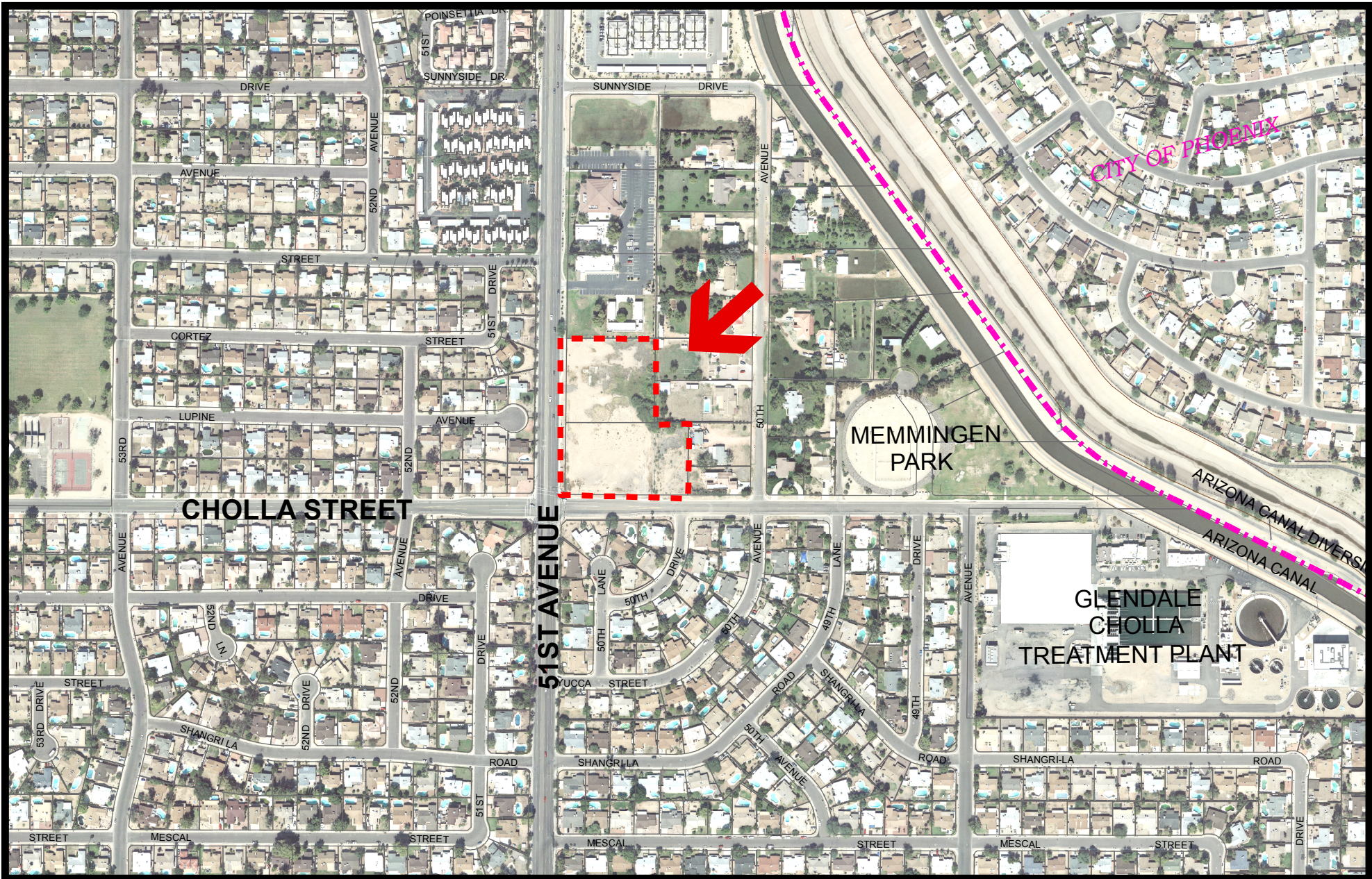
**CASE NUMBER**  
**FP14-04**



**REQUEST**  
**FINAL PLAT FOR A 14 LOT SUB-DIVISION  
 TITLED "CASITAS AT CHOLLA COVE".**

**LOCATION**  
**11401 N. 51ST AVENUE**





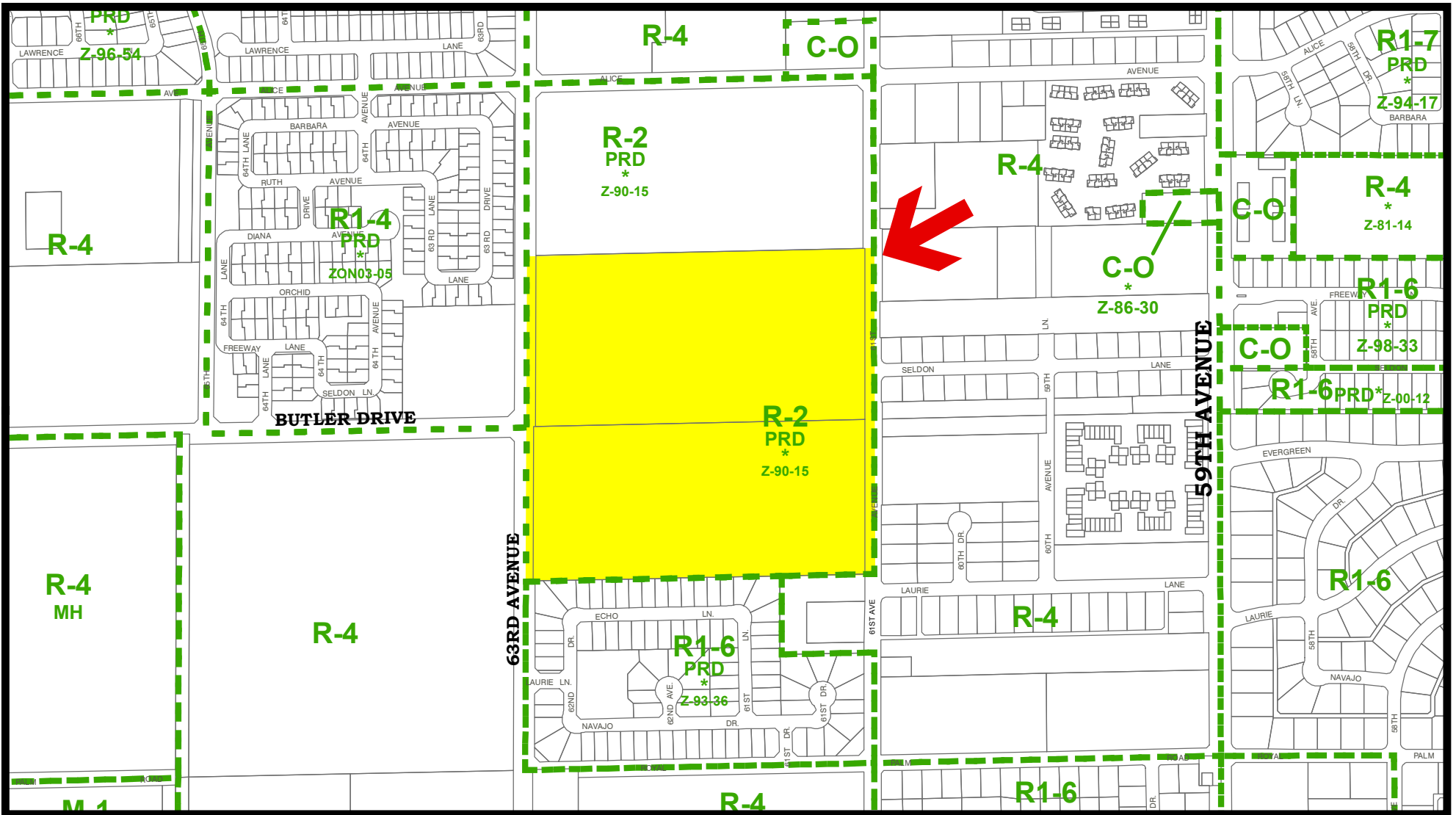
Aerial Date: November 2012



**CASE NUMBER**

**FP14-04**





**CASE NUMBER**

**ZON15-06**

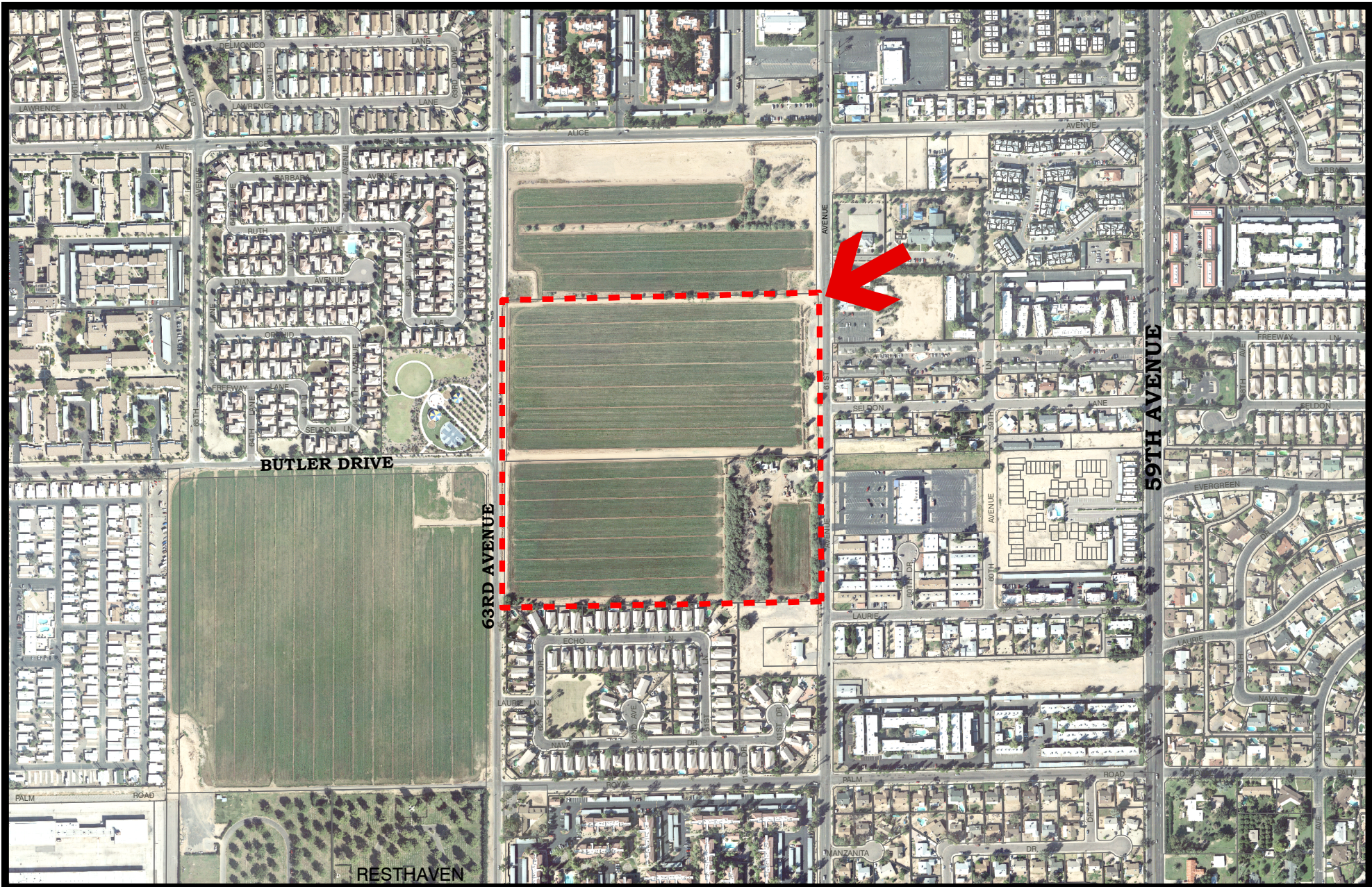


**LOCATION**

**8348 N. 61ST AVENUE**

**REQUEST**

**REZONE FROM R-2 PRD (MIXED RESIDENCE, PLANNED RESIDENTIAL DEVELOPMENT) TO R1-4 PRD (SINGLE RESIDENCE, PLANNED RESIDENTIAL DEVELOPMENT)**



Aerial Date: November 2012



**CASE NUMBER**  
**ZON15-06**





## Legislation Description

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**File #: 15-590, Version: 1**

---

**FINAL PLAT (FP) APPLICATION FP14-04 CASITAS AT CHOLLA COVE - 11401 NORTH 51<sup>ST</sup> AVENUE**

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

**Purpose and Recommended Action**

This is a request by Bowman Consulting for City Council to approve the final plat for Casitas at Cholla Cove, a Planned Residential Development, located at 11401 North 51<sup>st</sup> Avenue

Staff recommends approval of Final Plat application FP14-04.

**Background**

Casitas at Cholla Cove is a 14 lot single family residential subdivision on approximately 3.67 acres. Lot sizes vary from 6,038 square feet to 7,687 square feet. The 14 lots will be served by public streets on 50<sup>th</sup> Lane and Cortez Street.

The proposed final plat is consistent with the General Plan and the existing R1-6 PRD (Single Residence, Planned Residential Development) zoning.

**Previous Related Council Action**

On June 24, 2014, Council approved General Plan Application GPA13-07 and Rezoning Application ZON13-11 for this subdivision.

The property was annexed on April 25, 1973.

**Community Benefit/Public Involvement**

Approval of this request would allow future residential opportunities in an established part of the city with nearby infrastructure and amenities.



August 4, 2015

**City of Glendale**  
**RE: Casitas at Cholla Cove**  
**NEC of 51<sup>st</sup> Avenue and Cholla Street**  
**FP14-04**

Project Narrative:

Casitas at Cholla Cove is a proposed 14 lot single family residential development on approximately 3.67-acres. The client will develop the lots with a minimum 50'x120' lot size and a minimum lot square footage of 6,038.

The uniquely designed project is bound by Apollo Baptist Church to the North; Single Family residential home lots zoned SR-30 to the east; Parkview West single family residential community zoned R1-6 across 51<sup>st</sup> Avenue to the west; Meadowcrest single family residential community zoned R1-6 across Cholla Street to the south.

Respectfully submitted,

A handwritten signature in black ink that reads "Shelby JM Duplessis". The signature is written in a cursive, flowing style.

**Bowman Consulting Group**  
Shelby JM Duplessis, PE, LEED AP  
Senior Project Manager Project: Copper Cove

ORDINANCE NO. 2959 NEW SERIES

AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, ACCEPTING A RIGHT-OF-WAY LOCATED AT MIDWESTERN UNIVERSITY, ALONG 57<sup>TH</sup> AVENUE SOUTH OF UTOPIA ROAD AND DIRECTING THE CITY MANAGER TO EXECUTE AND CITY CLERK TO RECORD THE WARRANTY DEED ACCEPTING THE DEDICATION OF SAID PUBLIC RIGHT-OF-WAY FOR ROADWAY PURPOSES AND A CERTIFIED COPY OF THIS ORDINANCE.

WHEREAS, Midwestern University, an Illinois non-profit corporation (“Grantor”), an expansion of its campus in the general vicinity south of Utopia Road and west of 57th Avenue; and

WHEREAS, Grantor has recently completed the construction of the expansion of its campus and wishes to convey and dedicate additional real property to the City for use as a public right-of-way for roadway purposes.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF GLENDALE as follows:

SECTION 1. The City hereby accepts the real property described in the attached Warranty Deed, which is attached hereto as Exhibit 1, and dedicates the same to public use as a public roadway. The legal description of the right of way being accepted by the City pursuant to this Ordinance is attached as Exhibit A to and specifically incorporated by reference to the Warranty Deed.

SECTION 2. The City Council hereby authorizes and directs the City Manager to execute the Warranty Deed between Grantor and the City as Grantee, which is attached hereto as Exhibit 1, on the City’s behalf. The acceptance of the right-of-way shall be effective upon execution of the Warranty Deed by the City Manager.

SECTION 3. The City Clerk is accordingly instructed and authorized to forward a certified copy of the Warranty Deed and this ordinance for recording to the Maricopa County Recorder’s Office.

[Signatures on following page.]

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

---

M A Y O R

ATTEST:

---

City Clerk (SEAL)

APPROVED AS TO FORM:

---

City Attorney

REVIEWED BY:

---

Acting City Manager  
o\_eng\_mwu row.doc

## EXHIBIT 1



When recorded, mail to:  
City Clerk, City of Glendale  
5850 West Glendale Avenue  
Glendale, Arizona 85301

## WARRANTY DEED

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For Ten Dollars and other valuable consideration, **MIDWESTERN UNIVERSITY**, an Illinois non-profit corporation, does hereby convey to the City of Glendale, an Arizona municipal corporation, all right, title and interest to and in that certain parcel of Real Property situated in Maricopa County and described as follows:

**See Attached Description, "Exhibit A"**

It is the intention of the parties to cause the real property described on said Exhibit "A" to be dedicated as **public right of way for roadway purposes**, and to vest title in the City of Glendale in Trust, for all the uses contemplated in public street dedication.

And we do warrant the title against all persons whomsoever, subject only to those encumbrances or liens of record, or as above set forth, if any.

Dated this \_\_\_\_ day of \_\_\_\_\_ 2015.

**Exempt Pursuant to A.R.S.  
§11-1134(A)(2), 11-1134 (A)(3)**

By: \_\_\_\_\_  
Arthur Dobbelaere  
Chief Operating Officer

STATE OF ARIZONA    )  
County of Maricopa    ) ss.

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2015 by Arthur Dobbelaere, Chief Operating Officer of Midwestern University, an Illinois non-profit corporation, who acknowledged that he executed this instrument for the purposes therein contained.

---

Notary Public

My commission expires:

SWC 57<sup>th</sup> Ave/Utopia Road

EXHIBIT A

**DESCRIPTION  
OF RIGHT-OF-WAY  
TO BE DEDICATED**

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

**COMMENCING AT BRASS CAP FLUSH AT THE INTERSECTION OF 57<sup>TH</sup> AVENUE & UTOPIA ROAD;**

**THENCE SOUTH 01°23'26" EAST, ALONG THE CENTERLINE OF 57<sup>TH</sup> AVENUE, A DISTANCE OF 69.29 FEET;**

**THENCE SOUTH 88°36'34" WEST A DISTANCE OF 40.00 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF 57<sup>TH</sup> AVENUE, SAID POINT ALSO BEING THE POINT OF BEGINNING;**

**THENCE SOUTH 01° 23'26" EAST, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 480.28 FEET TO A POINT ON THE NORTH LINE OF LOT 2, MINOR LAND DIVISION FOR LEXINGTON GLENDALE, LLC, AS RECORDED IN BOOK 997, PAGE 32, RECORDS OF MARICOPA COUNTY, ARIZONA;**

**THENCE NORTH 88°36'34" EAST, ALONG SAID NORTH LINE, A DISTANCE OF 10.00 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF 57<sup>TH</sup> AVENUE;**

**THENCE SOUTH 01°23'26" EAST, ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 444.72 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 2;**

**THENCE SOUTH 88°37'33" WEST, LEAVING THE WESTERLY RIGHT-OF-WAY LINE OF 57<sup>TH</sup> AVENUE, A DISTANCE OF 10.00 FEET;**

**THENCE NORTH 01°23'26" WEST, BEING PARALLEL AND 40.00 FEET WEST OF THE CENTERLINE OF 57<sup>TH</sup> AVENUE, A DISTANCE OF 444.72 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 2;**

**THENCE SOUTH 88°36'34" WEST, ALONG SAID NORTH LINE, A DISTANCE OF 8.00 FEET;**

**THENCE NORTH 01°23'26" WEST, BEING PARALLEL AND 48.00 FEET WEST OF THE CENTERLINE OF 57<sup>TH</sup> AVENUE, A DISTANCE OF 488.43 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF UTOPIA ROAD, AS RECORDED IN DOCUMENT 2010-0905100, RECORDS OF MARICOPA COUNTY, ARIZONA;**

**THENCE SOUTH 45°52'47" EAST, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 11.42 FEET TO THE POINT OF BEGINNING.**

PREPARED BY:

DRW ENGINEERING  
10320 W. McDOWELL RD., STE. K-1136  
AVONDALE, AZ 85392

JOB NO. 12021  
APRIL 22, 2015





**UTOPIA ROAD**

FD. B.C.F.L.

48' R/W  
DKT. 2010-0959166

S 88°36'34" W  
40.00'

69.29'

P.O.B.

R/W  
DKT. 2010-0905100

S 45°52'47" E  
11.42'

40' R/W

40' R/W

N 01°23'26" W 488.43'

S 01°23'26" E 480.28'

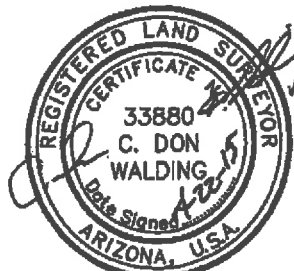
**57TH AVENUE**

S 01°23'26" E 994.30'

MATCH LINE SEE SHEET 2

**EXHIBIT**

OF RIGHT-OF-WAY  
TO BE DEDICATED



EXPIRES 6/30/17

Date: 4/22/15

SHT. 1 OF 3

Job #: 12021

**DRW ENGINEERING, INC.**

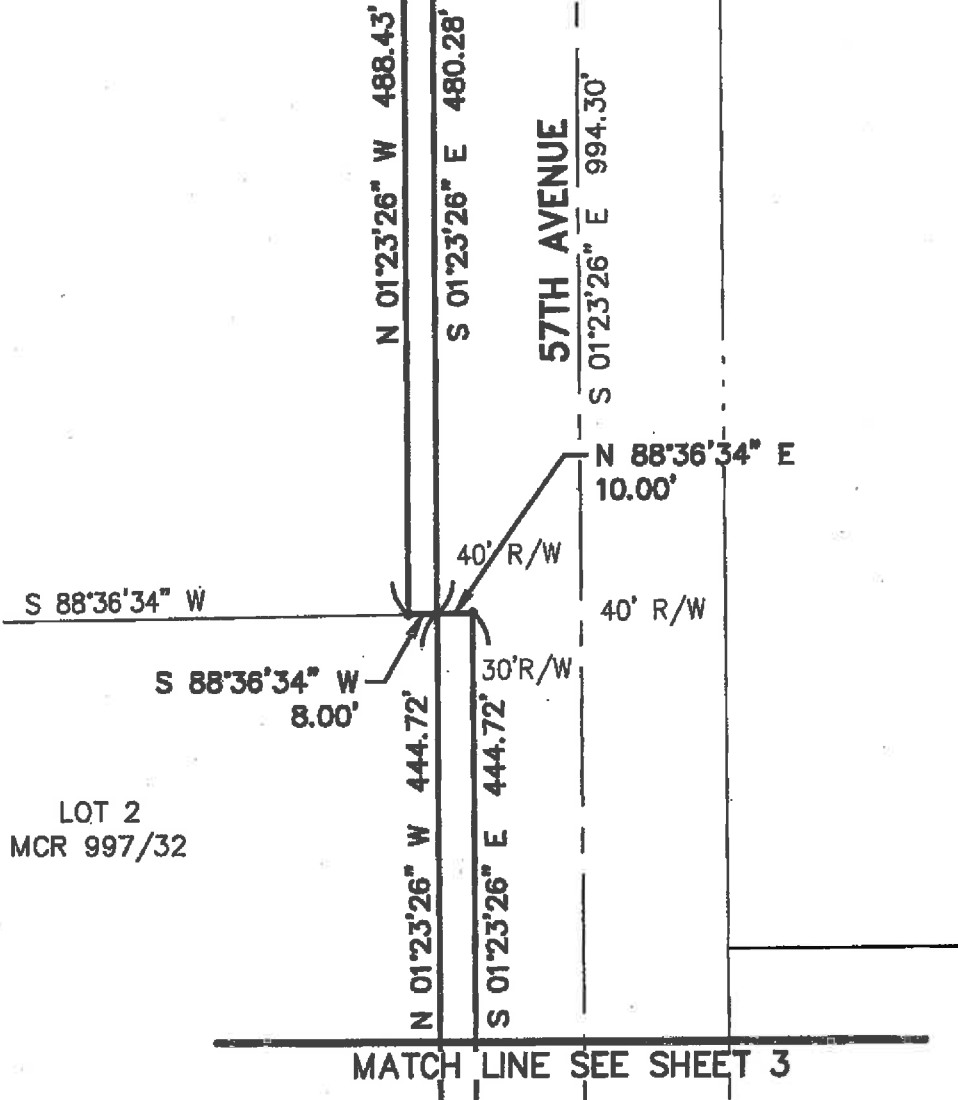
10320 West McDowell Road, Suite K-1136  
Avondale, Arizona 85392

(623)478-8800 FAX(623)478-8841

Email: drw@drwengineering.com

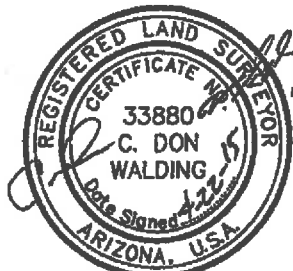
File Name: Y:\2012 Projects\12021\12021exh ROW

MATCH LINE SEE SHEET 1



# EXHIBIT

OF RIGHT-OF-WAY  
TO BE DEDICATED



EXPIRES 6/30/17

Date: 4/22/15

SHT. 2 OF 3

Job #: 12021

## DRW ENGINEERING, INC.

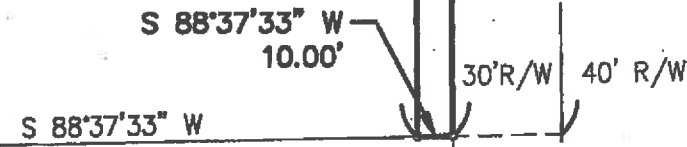
10320 West McDowell Road, Suite K-1136  
 Avondale, Arizona 85392  
 (623)478-8800 FAX(623)478-8841  
 Email: drw@drwengineering.com

MATCH LINE SEE SHEET 2



N.T.S.

LOT 2  
MCR 997/32



LOT 1  
MCR 997/32

57TH AVENUE

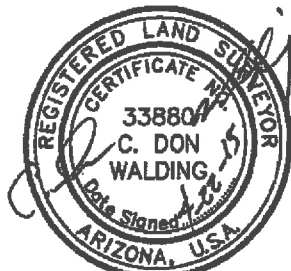
N 01°23'26" W 444.72'

S 01°23'26" E 444.72'

S 01°23'26" E 994.30'

# EXHIBIT

OF RIGHT-OF-WAY  
TO BE DEDICATED



EXPIRES 6/30/17

Date: 4/22/15

SHT. 3 OF 3  
Job #: 12021

## DRW ENGINEERING, INC.

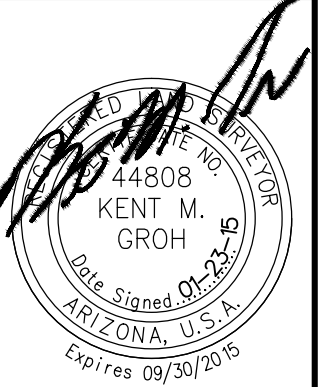
10320 West McDowell Road, Suite K-1136  
Avondale, Arizona 85392  
(623)478-8800 FAX(623)478-8841  
Email: drw@drwengineering.com



**DEDICATED RIGHT-OF-WAY  
AT MIDWESTERN UNIVERSITY**



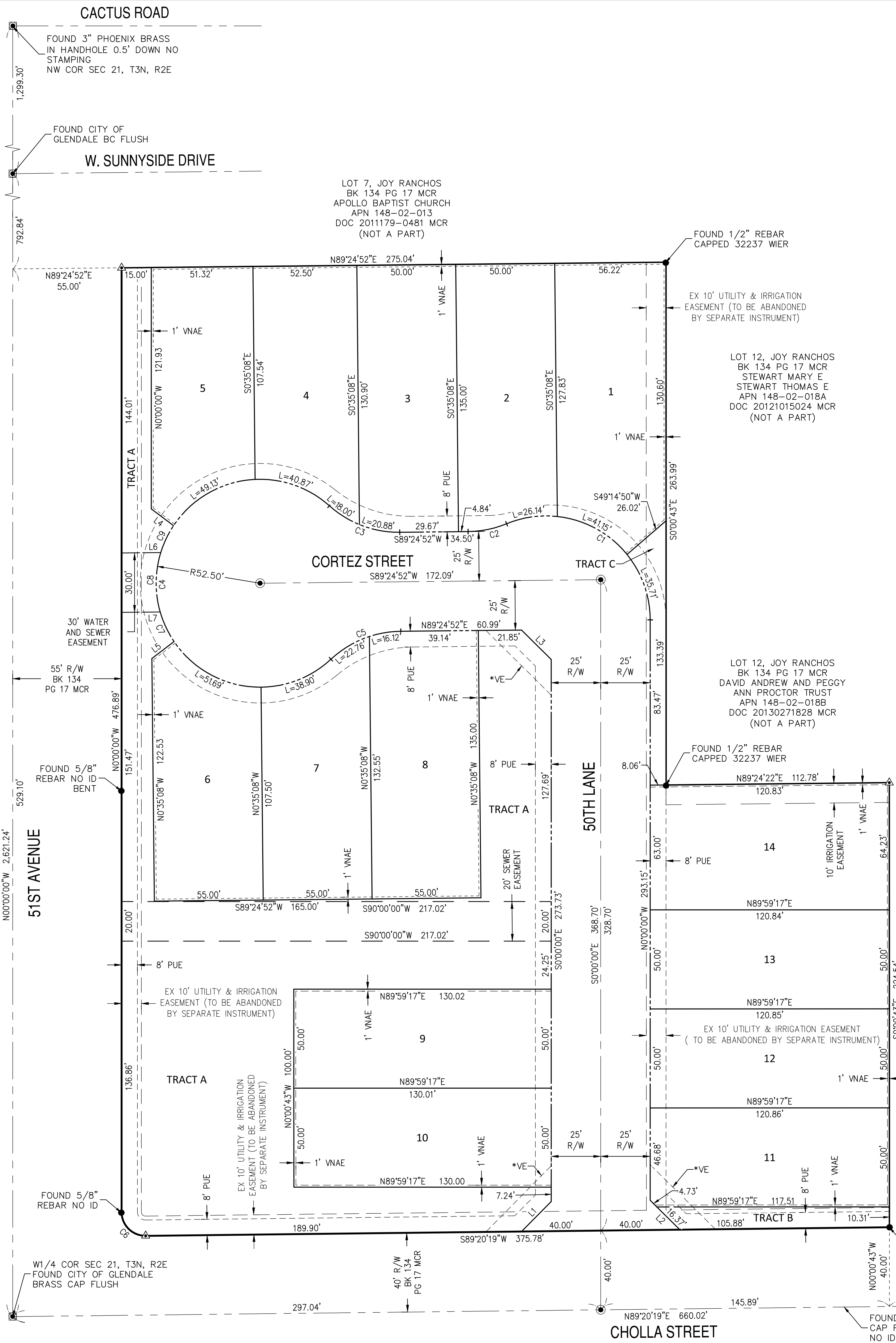




**FINAL PLAT**  
**CASITAS AT CHOLLA COVE**  
**GLENDALE, ARIZONA**

DATE	REVISION

DATE: 01-21-15  
 PROJ NO: 050019-01  
 TASK NUM: 001  
 DRAWN BY: AG  
 CHECKED: DT  
 QUALITY: KG  
 CLIENT NO:



LOT AREA TABLE

LOT	SQ. FT.	AVG WIDTH	AVG LENGTH
1	7,561	56.22'	131.05'
2	6,558	50.00'	131.28'
3	6,723	50.00'	130.01'
4	6,086	52.50'	117.14'
5	6,080	51.32'	120.01'
6	6,434	55.00'	114.74'
7	6,463	55.00'	120.42'
8	7,412	55.00'	133.78'
9	6,501	130.02'	50.00'
10	6,500	130.01'	50.00'
11	6,038	120.87'	50.00'
12	6,043	120.86'	50.00'
13	6,042	120.85'	50.00'
14	7,687	120.84'	63.62'

TRACT AREA TABLE

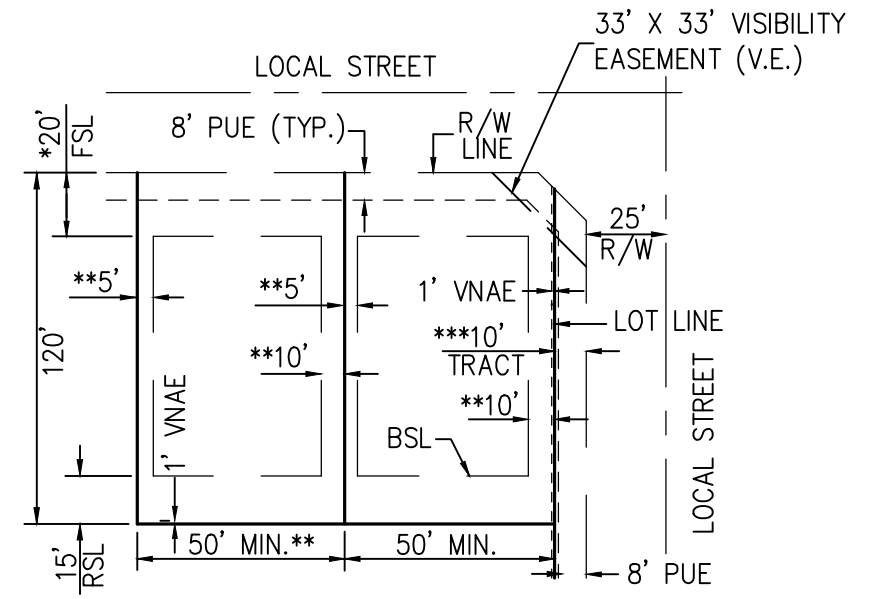
TRACT	SQ. FT.	AVG WIDTH	AVG LENGTH	DESCRIPTION
A	33,596	109.20'	179.18'	LANDSCAPE, OPEN SPACE, DRAINAGE, PUBLIC UTILITY EASEMENTS PEDESTRIAN ACCESS, WATER EASEMENT & SEWER EASEMENT
B	1,222	113.90'	10.91'	LANDSCAPE, OPEN SPACE & PUBLIC UTILITY EASEMENT
C	1,226	13.85'	124.95'	LANDSCAPE, OPEN SPACE & PUBLIC UTILITY EASEMENT

LINE TABLE

LINE #	LENGTH	DIRECTION
L1	21.34'	S44°40'09"W
L2	21.09'	S45°19'51"E
L3	21.10'	S45°17'34"E
L4	14.05'	S53°02'52"E
L5	14.09'	N52°34'37"E
L6	19.78'	N89°24'52"E
L7	19.49'	N89°24'52"E

CURVE TABLE

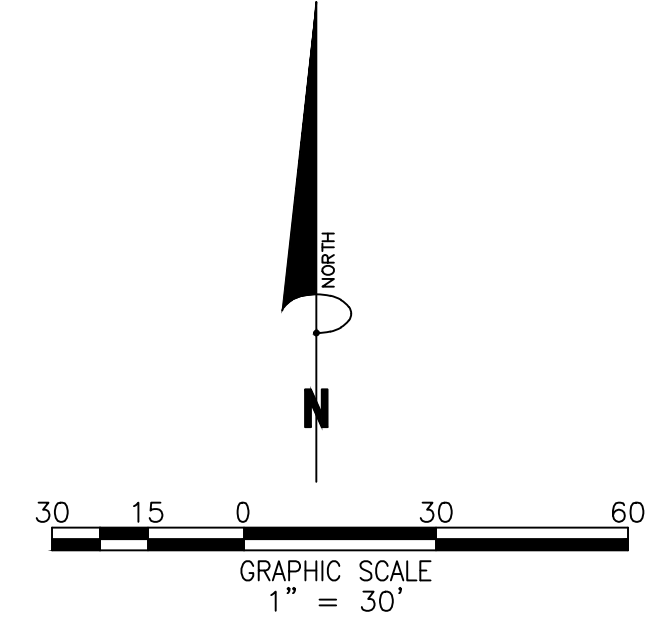
CURVE #	LENGTH	RADIUS	DELTA
C1	103.00'	52.50'	112°24'35"
C2	20.00'	52.50'	021°49'28"
C3	38.88'	52.50'	042°25'50"
C4	242.69'	52.50'	264°51'40"
C5	38.88'	52.50'	042°25'50"
C6	18.99'	12.00'	090°39'41"
C7	16.58'	52.50'	018°05'54"
C8	30.43'	52.50'	033°12'35"
C9	15.09'	52.50'	016°28'02"

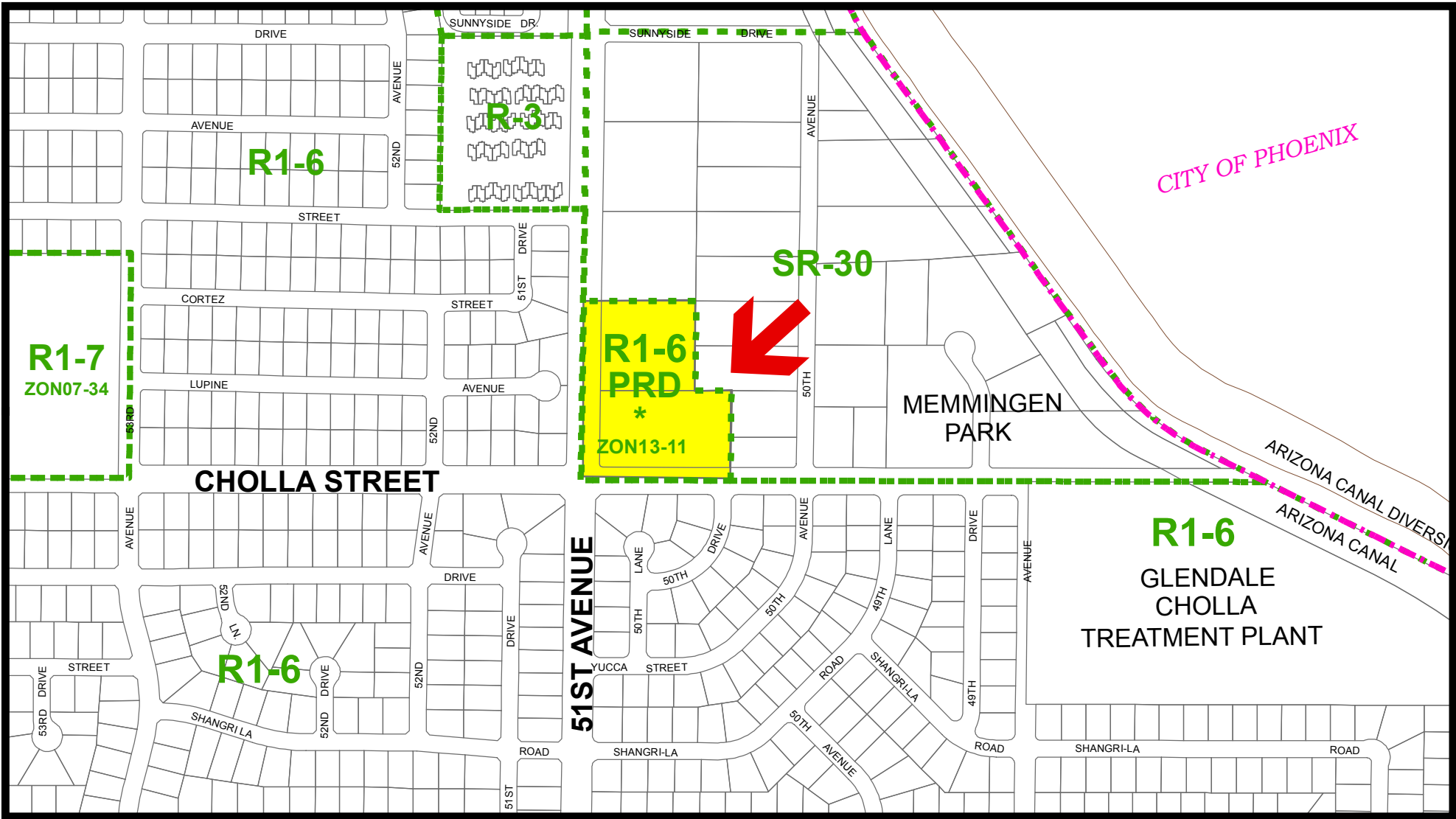


- \* A MINIMUM OF 15' FRONT SETBACK (FSL) IS PERMITTED TO LIVING AREAS OR SIDE ENTRY GARAGES.
- \*\* MINIMUM SIDE YARD SETBACK OF 10' (15' COMBINED)
- \*\*\* A 10' (MIN) TRACT SHALL BE PROVIDED ADJACENT TO A STREET SIDE YARD SETBACK.
- MINIMUM DISTANCE BETWEEN BUILDING ON ADJACENT LOTS IS 20'.
- MAXIMUM LOT COVERAGE IS 45%

LEGEND

- FOUND BRASS CAP AS NOTED
- SET MONUMENT PER MAG STANDARDS
- FOUND SURVEY MONUMENT AS NOTED
- ▲ SUBDIVISION CORNER TO BE SET COMPLETION OF MASS GRADING
- N.T.S. NOT TO SCALE
- DOC DOCUMENT
- MCR MARICOPA COUNTY RECORDER
- PUE PUBLIC UTILITY EASEMENT
- R/W RIGHT-OF-WAY
- \*VE 33' X 33' VISIBILITY EASEMENT
- VNAE VEHICLE NO-ACCESS EASEMENT
- EASEMENT LINE (AS NOTED)
- - - PUBLIC UTILITY EASEMENT
- - - VEHICLE NO-ACCESS EASEMENT
- - - RIGHT-OF-WAY
- PROPERTY LINE
- ROADWAY MONUMENT LINE
- SUBDIVISION BOUNDARY





**CASE NUMBER**  
**FP14-04**



**REQUEST**  
**FINAL PLAT FOR A 14 LOT SUB-DIVISION  
 TITLED "CASITAS AT CHOLLA COVE".**

**LOCATION**  
**11401 N. 51ST AVENUE**



CITY OF PHOENIX



CHOLLA STREET

51ST AVENUE

MEMMINGEN PARK

GLENDALE CHOLLA TREATMENT PLANT

ARIZONA CANAL DIVERSION  
ARIZONA CANAL

Aerial Date: November 2012



**CASE NUMBER**

**FP14-04**





## Legislation Description

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**File #: 15-597, Version: 1**

---

**ACCEPTANCE OF RIGHT-OF-WAY ALONG 57TH AVENUE, SOUTH OF UTOPIA ROAD**

Staff Contact: Jack Friedline, Director, Public Works

**Purpose and Recommended Action**

This is a request for City Council to waive reading beyond the title and adopt an ordinance accepting right-of-way along 57<sup>th</sup> Avenue, south of Utopia Road adjacent to Midwestern University's campus.

**Background**

Midwestern University was required to construct street improvements along 57<sup>th</sup> Avenue, south of Utopia Road, during the construction of their new Veterinary Clinic, located at 19360 North 57<sup>th</sup> Avenue. These improvements were constructed outside of the City's existing 57<sup>th</sup> Avenue right-of-way. In order for the City to maintain these improvements, additional right-of-way must be dedicated to the City consistent with the City Code.

**Analysis**

Staff recommends accepting the additional 57<sup>th</sup> Avenue right-of-way. There will be no impact on City departments, staff or service levels as a result of this action. There are no costs incurred to the city for this action.

ORDINANCE NO. 2959 NEW SERIES

AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, ACCEPTING A RIGHT-OF-WAY LOCATED AT MIDWESTERN UNIVERSITY, ALONG 57<sup>TH</sup> AVENUE SOUTH OF UTOPIA ROAD AND DIRECTING THE CITY MANAGER TO EXECUTE AND CITY CLERK TO RECORD THE WARRANTY DEED ACCEPTING THE DEDICATION OF SAID PUBLIC RIGHT-OF-WAY FOR ROADWAY PURPOSES AND A CERTIFIED COPY OF THIS ORDINANCE.

WHEREAS, Midwestern University, an Illinois non-profit corporation (“Grantor”), an expansion of its campus in the general vicinity south of Utopia Road and west of 57th Avenue; and

WHEREAS, Grantor has recently completed the construction of the expansion of its campus and wishes to convey and dedicate additional real property to the City for use as a public right-of-way for roadway purposes.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF GLENDALE as follows:

SECTION 1. The City hereby accepts the real property described in the attached Warranty Deed, which is attached hereto as Exhibit 1, and dedicates the same to public use as a public roadway. The legal description of the right of way being accepted by the City pursuant to this Ordinance is attached as Exhibit A to and specifically incorporated by reference to the Warranty Deed.

SECTION 2. The City Council hereby authorizes and directs the City Manager to execute the Warranty Deed between Grantor and the City as Grantee, which is attached hereto as Exhibit 1, on the City’s behalf. The acceptance of the right-of-way shall be effective upon execution of the Warranty Deed by the City Manager.

SECTION 3. The City Clerk is accordingly instructed and authorized to forward a certified copy of the Warranty Deed and this ordinance for recording to the Maricopa County Recorder’s Office.

[Signatures on following page.]

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

---

M A Y O R

ATTEST:

---

City Clerk (SEAL)

APPROVED AS TO FORM:

---

City Attorney

REVIEWED BY:

---

Acting City Manager  
o\_eng\_mwu row.doc

EXHIBIT 1

When recorded, mail to:  
City Clerk, City of Glendale  
5850 West Glendale Avenue  
Glendale, Arizona 85301

## WARRANTY DEED

---

For Ten Dollars and other valuable consideration, **MIDWESTERN UNIVERSITY**, an Illinois non-profit corporation, does hereby convey to the City of Glendale, an Arizona municipal corporation, all right, title and interest to and in that certain parcel of Real Property situated in Maricopa County and described as follows:

**See Attached Description, "Exhibit A"**

It is the intention of the parties to cause the real property described on said Exhibit "A" to be dedicated as **public right of way for roadway purposes**, and to vest title in the City of Glendale in Trust, for all the uses contemplated in public street dedication.

And we do warrant the title against all persons whomsoever, subject only to those encumbrances or liens of record, or as above set forth, if any.

Dated this \_\_\_\_ day of \_\_\_\_\_ 2015.

**Exempt Pursuant to A.R.S.  
§11-1134(A)(2), 11-1134 (A)(3)**

By: \_\_\_\_\_  
Arthur Dobbelaere  
Chief Operating Officer

STATE OF ARIZONA    )  
County of Maricopa    ) ss.

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2015 by Arthur Dobbelaere, Chief Operating Officer of Midwestern University, an Illinois non-profit corporation, who acknowledged that he executed this instrument for the purposes therein contained.

---

Notary Public

My commission expires:

SWC 57<sup>th</sup> Ave/Utopia Road



EXHIBIT A

**DESCRIPTION  
OF RIGHT-OF-WAY  
TO BE DEDICATED**

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

**COMMENCING AT BRASS CAP FLUSH AT THE INTERSECTION OF 57<sup>TH</sup> AVENUE & UTOPIA ROAD;**

**THENCE SOUTH 01°23'26" EAST, ALONG THE CENTERLINE OF 57<sup>TH</sup> AVENUE, A DISTANCE OF 69.29 FEET;**

**THENCE SOUTH 88°36'34" WEST A DISTANCE OF 40.00 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF 57<sup>TH</sup> AVENUE, SAID POINT ALSO BEING THE POINT OF BEGINNING;**

**THENCE SOUTH 01° 23'26" EAST, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 480.28 FEET TO A POINT ON THE NORTH LINE OF LOT 2, MINOR LAND DIVISION FOR LEXINGTON GLENDALE, LLC, AS RECORDED IN BOOK 997, PAGE 32, RECORDS OF MARICOPA COUNTY, ARIZONA;**

**THENCE NORTH 88°36'34" EAST, ALONG SAID NORTH LINE, A DISTANCE OF 10.00 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF 57<sup>TH</sup> AVENUE;**

**THENCE SOUTH 01°23'26" EAST, ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 444.72 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 2;**

**THENCE SOUTH 88°37'33" WEST, LEAVING THE WESTERLY RIGHT-OF-WAY LINE OF 57<sup>TH</sup> AVENUE, A DISTANCE OF 10.00 FEET;**

**THENCE NORTH 01°23'26" WEST, BEING PARALLEL AND 40.00 FEET WEST OF THE CENTERLINE OF 57<sup>TH</sup> AVENUE, A DISTANCE OF 444.72 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 2;**

**THENCE SOUTH 88°36'34" WEST, ALONG SAID NORTH LINE, A DISTANCE OF 8.00 FEET;**

**THENCE NORTH 01°23'26" WEST, BEING PARALLEL AND 48.00 FEET WEST OF THE CENTERLINE OF 57<sup>TH</sup> AVENUE, A DISTANCE OF 488.43 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF UTOPIA ROAD, AS RECORDED IN DOCUMENT 2010-0905100, RECORDS OF MARICOPA COUNTY, ARIZONA;**

**THENCE SOUTH 45°52'47" EAST, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 11.42 FEET TO THE POINT OF BEGINNING.**

PREPARED BY:

DRW ENGINEERING  
10320 W. McDOWELL RD., STE. K-1136  
AVONDALE, AZ 85392

JOB NO. 12021  
APRIL 22, 2015





UTOPIA ROAD

FD. B.C.F.L.

48' R/W  
DKT. 2010-0959166

S 88°36'34" W  
40.00'

P.O.B.

69.29'

R/W  
DKT. 2010-0905100

S 45°52'47" E  
11.42'

40' R/W

40' R/W

N 01°23'26" W 488.43'

S 01°23'26" E 480.28'

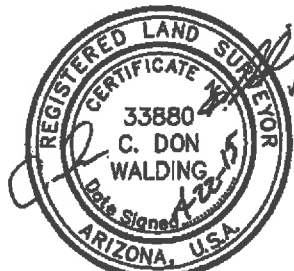
57TH AVENUE

S 01°23'26" E 994.30'

MATCH LINE SEE SHEET 2

# EXHIBIT

OF RIGHT-OF-WAY  
TO BE DEDICATED



EXPIRES 6/30/17

Date: 4/22/15

SHT. 1 OF 3

Job #: 12021

## DRW ENGINEERING, INC.

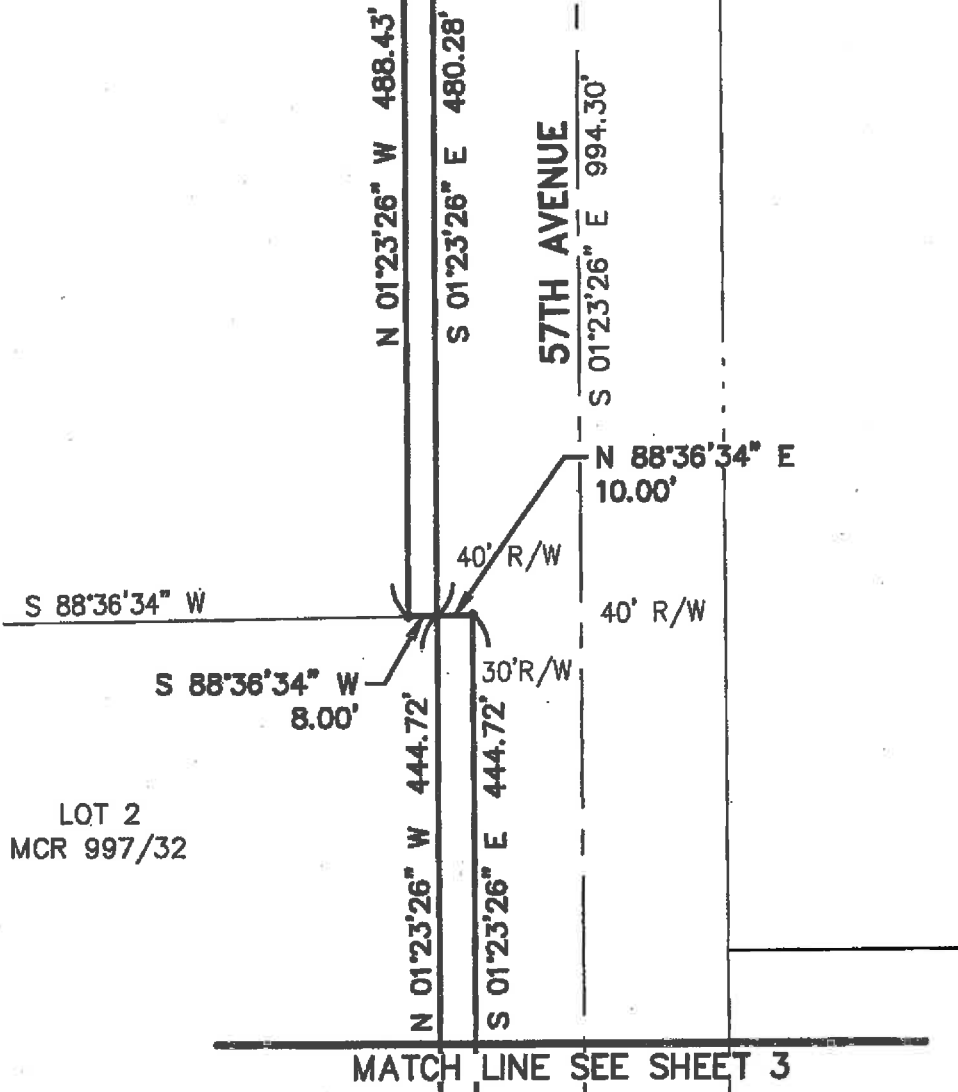
10320 West McDowell Road, Suite K-1136  
Avondale, Arizona 85392

(623)478-8800 FAX(623)478-8841

Email: drw@drwengineering.com

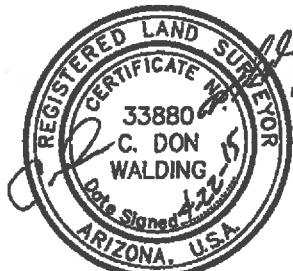
File Name: Y:\2012 Projects\12021\12021exh ROW

MATCH LINE SEE SHEET 1



# EXHIBIT

OF RIGHT-OF-WAY  
TO BE DEDICATED



EXPIRES 6/30/17

Date: 4/22/15

SHT. 2 OF 3

Job #: 12021

## DRW ENGINEERING, INC.

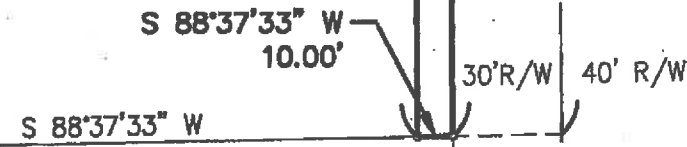
10320 West McDowell Road, Suite K-1136  
 Avondale, Arizona 85392  
 (623)478-8800 FAX(623)478-8841  
 Email: drw@drwengineering.com

MATCH LINE SEE SHEET 2



N.T.S.

LOT 2  
MCR 997/32

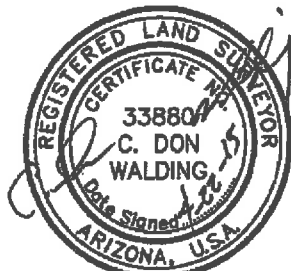


LOT 1  
MCR 997/32



# EXHIBIT

OF RIGHT-OF-WAY  
TO BE DEDICATED



EXPIRES 6/30/17

Date: 4/22/15

SHT. 3 OF 3  
Job #: 12021

## DRW ENGINEERING, INC.

10320 West McDowell Road, Suite K-1136  
Avondale, Arizona 85392  
(623)478-8800 FAX(623)478-8841  
Email: drw@drwengineering.com



**DEDICATED RIGHT-OF-WAY  
AT MIDWESTERN UNIVERSITY**

ORDINANCE NO. 2960 NEW SERIES

AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE EXECUTION OF A CONVEYANCE FOR TWO WATER LINE EASEMENTS LOCATED AT MIDWESTERN UNIVERSITY AND DIRECTING THE CITY CLERK TO RECORD A CERTIFIED COPY OF THIS ORDINANCE.

WHEREAS, Midwestern University, located at 19555 North 59<sup>th</sup> Avenue, has constructed new Student Housing, Veterinary Classroom and Central Plant buildings on their campus; and

WHEREAS, Midwestern University has constructed water lines to service the buildings for their domestic water demands and fire protection requirements of the City Code and is willing to grant two water line easements to the City; and

WHEREAS, the City has determined that the new water lines and easements would benefit the Midwestern University campus and allow access for City forces to maintain, operate and repair said water lines.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF GLENDALE as follows:

SECTION 1. The City has determined that acceptance of the two new water lines and easements in the location identified in Exhibit A would be a public benefit and in the public interest.

SECTION 2. The Council hereby authorizes and instructs the City Manager to execute the Conveyance of Easement, which is attached hereto as Exhibit A, granting the water line easements described herein to the City. The City's acceptance of said easement shall take effect immediately upon adoption of this ordinance.

SECTION 3. The City Clerk is instructed and authorized to forward a certified copy of this ordinance and its attachments for recording to the Maricopa County Recorder's Office.

[Signatures on following page.]

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale,  
Maricopa County, Arizona, this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

---

M A Y O R

ATTEST:

---

City Clerk (SEAL)

APPROVED AS TO FORM:

---

City Attorney

REVIEWED BY:

---

Acting City Manager  
o\_eng\_mwu n water line.doc



**EXHIBIT A**

When Recorded, Return To:  
City Clerk, City of Glendale  
5850 W. Glendale Avenue  
Glendale, Arizona 85301

**CONVEYANCE OF EASEMENT**

---

For Ten Dollars and other valuable consideration, We, MIDWESTERN UNIVERSITY, an Illinois non-profit corporation, hereby grants to the City of Glendale, an Arizona municipal corporation, an easement to install, repair, operate, maintain and remove water lines (“facilities”) upon, over and under the surface of the following described property:

**See Attached Description, Exhibit “A”**

Together with the right of ingress and egress to, from, across and along the Grantor's Property, and with the right to use lands adjacent to said easement during temporary periods of construction; the right to operate, repair, replace, maintain, and remove facilities and appurtenances from said premises; to add to or alter said facilities at any reasonable time; and to trim or remove any trees or shrubs that in the judgment of the City may interfere with the construction, operation or maintenance of said facilities.

By accepting this easement, the City of Glendale agrees to exercise reasonable care to avoid any damage to said real property above described.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2015.

MIDWESTERN UNIVERSITY,  
An Illinois non-profit Corporation

**Exempt Pursuant to A.R.S.  
§11-1134(A)(2), 11-1134 (A)(3)**

\_\_\_\_\_  
Arthur Dobbelaere  
Chief Operating Officer

STATE OF ARIZONA        )  
County of Maricopa        ) ss.

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2015, by Arthur Dobbelaere, Chief Operating Officer of Midwestern University, an Illinois non-profit corporation, who acknowledged that he executed this instrument for the purposes therein contained.

\_\_\_\_\_  
Notary Public

My commission expires:

19555 N. 59th Avenue

**DESCRIPTION  
OF WATER LINE EASEMENTS**

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

**EASEMENT 1:**

A DESCRIPTION OF A 20.00 FOOT WIDE WATERLINE EASEMENT BEING 10.00 FEET EACH SIDE OF THE CENTERLINE DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 29;  
THENCE SOUTH  $01^{\circ}23'10''$  WEST, ALONG THE WEST LINE OF SAID NORTHWEST QUARTER OF SECTION 29, A DISTANCE OF 1325.69 FEET TO A POINT, SAID POINT BEING THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 29;  
THENCE SOUTH  $87^{\circ}41'43''$  EAST ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER, NORTHWEST QUARTER, SECTION 29 A DISTANCE OF 1309.94 FEET TO THE POINT OF BEGINNING, FROM WHICH THE SOUTHEAST CORNER OF LOT 1, MINOR LAND DIVISION FOR MIDWESTERN UNIVERSITY, AS RECORDED IN BOOK 930, PAGE 35, RECORDS OF MARICOPA COUNTY, ARIZONA LIES SOUTH  $87^{\circ}41'43''$  EAST A DISTANCE OF 15.00 FEET;

THENCE NORTH  $01^{\circ}20'45''$  EAST A DISTANCE OF 218.24 FEET TO A POINT HEREIN DESIGNATED AS POINT "A";  
THENCE CONTINUING NORTH  $01^{\circ}20'45''$  EAST A DISTANCE OF 248.06 FEET;  
THENCE NORTH  $87^{\circ}44'42''$  WEST A DISTANCE OF 234.69 FEET TO A POINT HEREIN DESIGNATED AS POINT "B";  
THENCE CONTINUING NORTH  $87^{\circ}44'42''$  WEST A DISTANCE OF 278.12 FEET TO A POINT HEREIN DESIGNATED AS POINT "C";  
THENCE CONTINUING NORTH  $87^{\circ}44'42''$  WEST A DISTANCE OF 53.50 FEET TO A POINT HEREIN DESIGNATED AS POINT "D";  
THENCE CONTINUING NORTH  $87^{\circ}44'42''$  WEST A DISTANCE OF 24.00 FEET TO A POINT OF TERMINATION;  
THENCE RETURNING TO POINT "D";  
THENCE NORTH  $02^{\circ}15'18''$  EAST A DISTANCE OF 210.36 FEET TO A POINT HEREIN DESIGNATED AS POINT "E";  
THENCE CONTINUING NORTH  $02^{\circ}15'18''$  EAST A DISTANCE OF 36.00 FEET TO A POINT HEREIN DESIGNATED AS POINT "F";  
THENCE NORTH  $87^{\circ}44'42''$  WEST A DISTANCE OF 25.50 FEET TO A POINT OF TERMINATION;  
THENCE RETURNING TO POINT "F";  
THENCE SOUTH  $87^{\circ}44'42''$  EAST A DISTANCE OF 101.50 FEET TO A POINT HEREIN DESIGNATED AS POINT "G";

THENCE CONTINUING SOUTH 87°44'42" EAST A DISTANCE OF 99.00 FEET TO A POINT HEREIN DESIGNATED AS POINT "H";  
THENCE CONTINUING SOUTH 87°44'42" EAST A DISTANCE OF 198.00 FEET TO A POINT HEREIN DESIGNATED AS POINT "T";  
THENCE CONTINUING SOUTH 87°44'42" EAST A DISTANCE OF 99.00 FEET TO A POINT HEREIN DESIGNATED AS POINT "J";  
THENCE CONTINUING SOUTH 87°44'42" EAST A DISTANCE OF 150.82 FEET TO THE POINT OF TERMINATION HEREOF, SAID POINT BEING ON THE CENTERLINE OF A 20.00 FOOT WIDE WATERLINE EASEMENT AS DESCRIBED IN DOCUMENT 2009-0799436, RECORDS OF MARICOPA COUNTY, ARIZONA;

TOGETHER WITH:

A DESCRIPTION OF A 12.00 FOOT WIDE WATERLINE EASEMENT BEING 6.00 FEET EACH SIDE OF THE CENTERLINE OF THE FOLLOWING EIGHT COURSES DESCRIBED AS FOLLOWS:

THENCE RETURNING TO POINT "A";  
THENCE NORTH 88°39'15" WEST A DISTANCE OF 21.33 FEET TO A POINT OF TERMINATION;

THENCE RETURNING TO POINT "B";  
THENCE SOUTH 02°15'18" WEST A DISTANCE OF 27.01 FEET TO A POINT OF TERMINATION;

THENCE RETURNING TO POINT "C";  
THENCE SOUTH 02°15'18" WEST A DISTANCE OF 27.01 FEET TO A POINT OF TERMINATION;

THENCE RETURNING TO POINT "E";  
THENCE SOUTH 87°44'42" EAST A DISTANCE OF 15.00 FEET TO A POINT OF TERMINATION;

THENCE RETURNING TO POINT "G";  
THENCE SOUTH 02°15'18" WEST A DISTANCE OF 25.00 FEET TO A POINT OF TERMINATION;

THENCE RETURNING TO POINT "H";  
THENCE SOUTH 02°15'18" WEST A DISTANCE OF 25.00 FEET TO A POINT OF TERMINATION;

THENCE RETURNING TO POINT "T";  
THENCE SOUTH 02°15'18" WEST A DISTANCE OF 25.00 FEET TO A POINT OF TERMINATION;

THENCE RETURNING TO POINT "J";  
THENCE SOUTH 02°15'18" WEST A DISTANCE OF 25.00 FEET TO A POINT OF  
TERMINATION;

TOGETHER WITH:

**EASEMENT 2:**

A DESCRIPTION OF A 20.00 FOOT WIDE WATERLINE EASEMENT BEING 10.00  
FEET EACH SIDE OF THE CENTERLINE DESCRIBED AS FOLLOWS:

**COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 29;**  
THENCE SOUTH 01°23'10" WEST, ALONG THE WEST LINE OF SAID NORTHWEST  
QUARTER OF SECTION 29, A DISTANCE OF 1325.69 FEET TO A POINT, SAID POINT  
BEING THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE  
NORTHWEST QUARTER OF SAID SECTION 29;  
THENCE SOUTH 87°41'43" EAST ALONG THE SOUTH LINE OF SAID NORTHWEST  
QUARTER, NORTHWEST QUARTER, SECTION 29 A DISTANCE OF 756.80 FEET TO  
A POINT;  
THENCE NORTH 02°18'17" EAST A DISTANCE OF 82.79 FEET TO A POINT ON THE  
NORTH RIGHT OF WAY LINE OF BEHREND DRIVE AS RECORDED IN DOCUMENT  
20090050184, RECORDS OF MARICOPA COUNTY, ARIZONA, AND THE POINT OF  
**BEGINNING;**

THENCE NORTH 01°21'57" EAST A DISTANCE OF 342.50 FEET;  
THENCE NORTH 87°44'42" WEST A DISTANCE OF 47.33 FEET;  
THENCE NORTH 02°15'18" EAST A DISTANCE OF 50.51 FEET TO THE POINT OF  
TERMINATION.

PREPARED BY:

DRW ENGINEERING  
10320 W. McDOWELL RD., STE. K-1136  
AVONDALE, AZ 85392

JOB NO. 13001-14027  
April 2, 2015





N.T.S.

NW COR., SEC. 29  
T.4N., R.2E.

NE COR., NW¼, NW¼,  
SEC. 29, T.4N., R.2E.

P.O.C.

SR101

59th AVENUE  
W. LINE, NW ¼, SEC. 29  
N 01°23'10" E 1325.69'

MLD  
MIDWESTERN  
UNIVERSITY  
BOOK 930/35

U.S. POST OFFICE

P.O.B.  
SEE SHT. 2

S 87°41'43" E 1309.94'

N 01°20'45" E 844.15'

BEHREND DR

1324.94'

SOUTH LINE OF NW¼, NW¼, SEC. 29

SW COR.,  
NW¼, NW¼,  
SEC. 29,  
T.4N., R.2E.

SE COR.,  
NW¼, NW¼,  
SEC. 29,  
T.4N., R.2E.

File Name: Y:\2013 Projects\13001\13001WL.exh

# EASEMENT 1

FOR A  
WATERLINE EASEMENT



EXPIRES 6/30/17

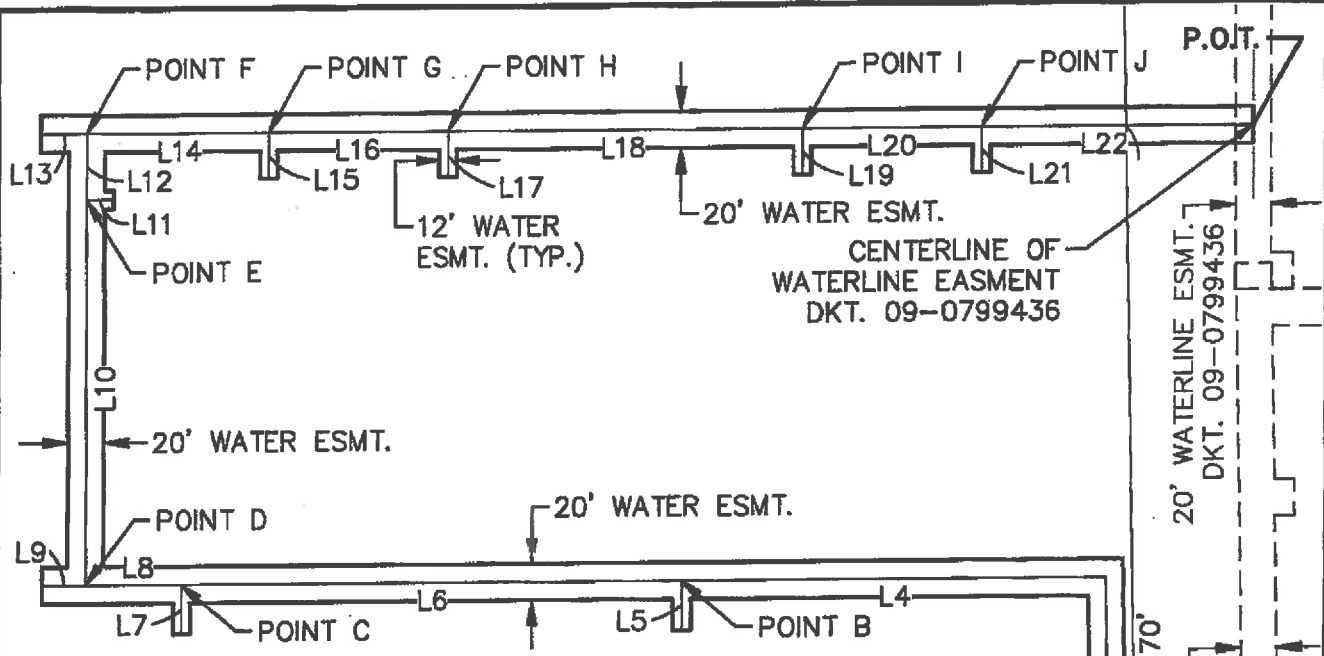
Date: 4/2/15

SHT. 1 OF 3  
Job #: 13001

## DRW ENGINEERING, INC.

10320 West McDowell Road, Suite K-1136  
Avondale, Arizona 85392  
(623)478-8800 FAX(623)478-8841  
Email: drw@drwengineering.com

File Name: Y:\2013 Projects\13001\13001WL.exh



**LINE TABLE**

NUMBER	DIRECTION	DISTANCE	NUMBER	DIRECTION	DISTANCE
L1	N 01°20'45" E	218.24'	L12	N 02°15'18" E	36.00'
L2	N 88°39'15" W	21.33'	L13	N 87°44'42" W	25.50'
L3	N 01°20'45" E	248.06'	L14	S 87°44'42" E	101.50'
L4	N 87°44'42" W	234.69'	L15	S 02°15'18" W	25.00'
L5	S 02°15'18" W	27.01'	L16	S 87°44'42" E	99.00'
L6	N 87°44'42" W	278.12'	L17	S 02°15'18" W	25.00'
L7	S 02°15'18" W	27.01'	L18	S 87°44'42" E	198.00'
L8	N 87°44'42" W	53.50'	L19	S 02°15'18" W	25.00'
L9	N 87°44'42" W	24.00'	L20	S 87°44'42" E	99.00'
L10	N 02°15'18" E	210.36'	L21	S 02°15'18" W	25.00'
L11	S 87°44'42" E	15.00'	L22	S 87°44'42" E	150.82'



S 87°41'43" E 1309.94'

**EASEMENT 1**  
FOR A  
WATERLINE EASEMENT



Date: 4/2/15

**DRW ENGINEERING, INC.**  
10320 West McDowell Road, Suite K-1136  
Avondale, Arizona 85392  
(623)478-8800 FAX(623)478-8841  
Email: drw@drwengineering.com

SHT. 2 OF 3  
Job #: 13001

P.O.B.

15.00'

20'  
WATER  
ESMT.

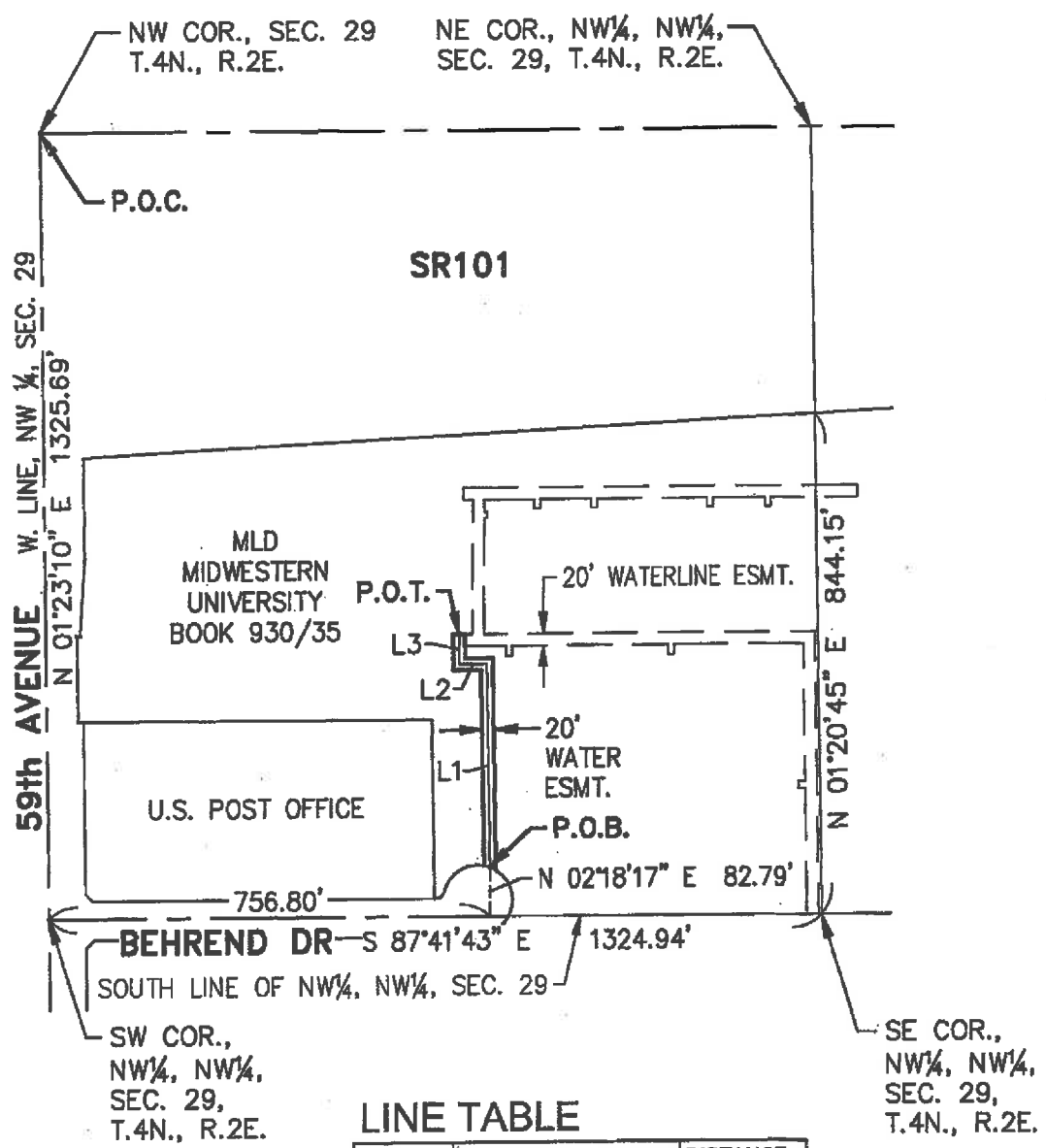
N 01°20'45" E 712.70'

20' WATERLINE ESMT.  
DKT. 01-0832472

20' WATERLINE ESMT.  
DKT. 09-0799436



N.T.S.



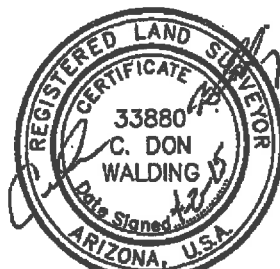
### LINE TABLE

NUMBER	DIRECTION	DISTANCE
L1	N 01°21'57" E	342.50'
L2	N 87°44'42" W	47.33'
L3	N 02°15'18" E	50.51'

File Name: J:\14027\14027WL.exh

## EASEMENT 2

### FOR A 20.00' WIDE WATERLINE EASEMENT



EXPIRES 6/30/17

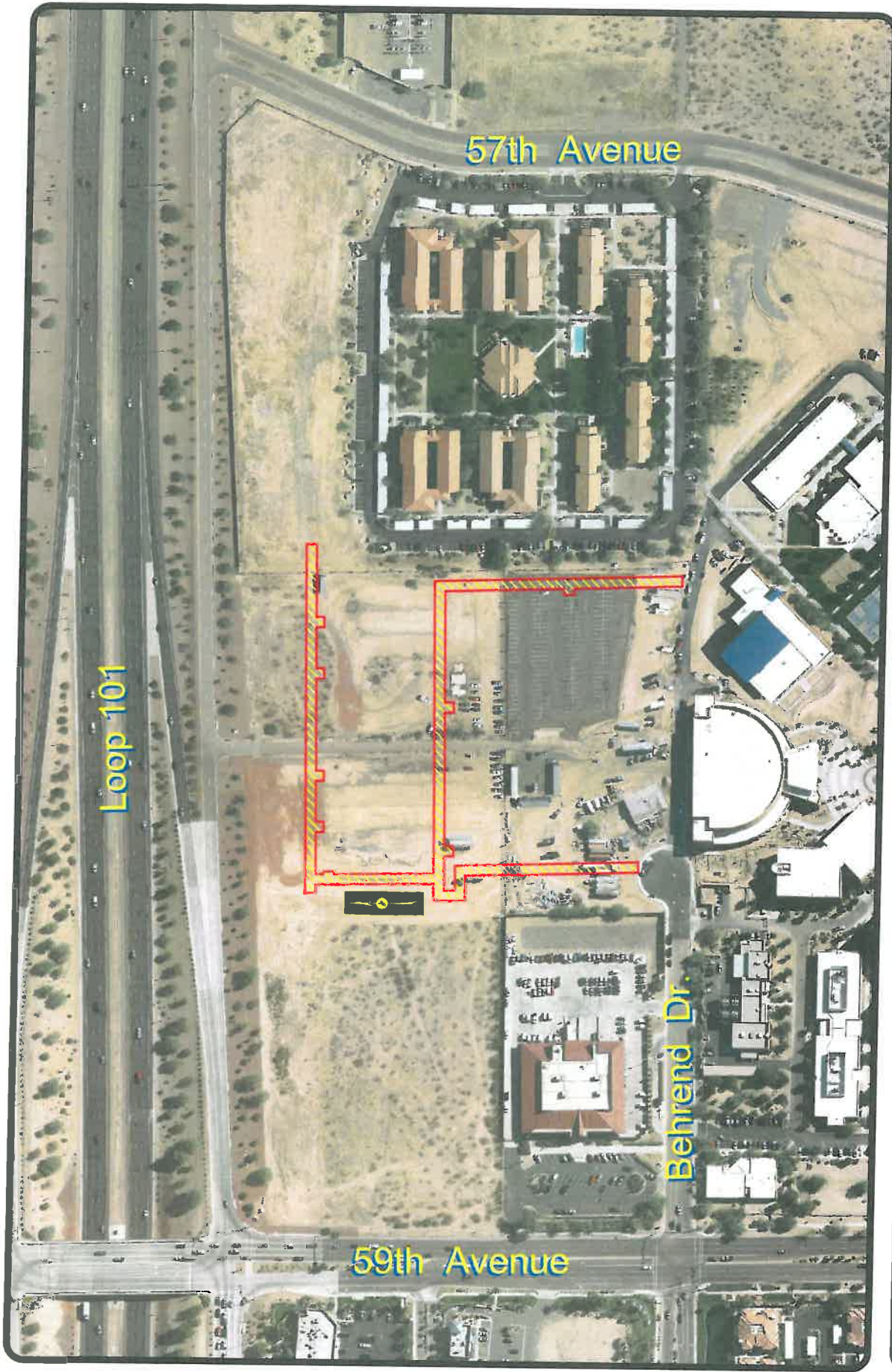
Date: 4/2/15

SHT. 3 OF 3  
Job #: 14027

### DRW ENGINEERING, INC.

10320 West McDowell Road, Suite K-1136  
 Avondale, Arizona 85392  
 (623)478-8800 FAX(623)478-8841  
 Email: drw@drwengineering.com





Loop 101

57th Avenue

Behrend Dr.

59th Avenue

**NEW WATERLINE EASEMENTS  
AT MIDWESTERN UNIVERSITY**





## Legislation Description

---

**File #:** 15-598, **Version:** 1

---

### **ACCEPTANCE OF TWO WATER LINE EASEMENTS AT MIDWESTERN UNIVERSITY**

Staff Contact: Jack Friedline, Director, Public Works

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

This is a request for City Council to waive reading beyond the title and adopt an ordinance accepting two new water line easements at Northwestern University.

#### **Background**

Northwestern University has constructed new buildings on its campus located at 19555 North 59th Avenue. One new public water line was installed to service the new Student Housing and Veterinary Classroom buildings and a second waterline was installed to service the new Central Plant building. The new water lines will meet the buildings' domestic water demands and fire protection requirements of the City Code. Northwestern University is granting the City two easements for the new waterlines to allow the City to access, maintain, operate and repair the new water lines consistent with the City Code.

#### **Analysis**

Staff recommends accepting the two new water line easements. There will be no impact on City departments, staff or service levels as a result of this action. There are no costs incurred to the city for this action.

ORDINANCE NO. 2960 NEW SERIES

AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE EXECUTION OF A CONVEYANCE FOR TWO WATER LINE EASEMENTS LOCATED AT MIDWESTERN UNIVERSITY AND DIRECTING THE CITY CLERK TO RECORD A CERTIFIED COPY OF THIS ORDINANCE.

WHEREAS, Midwestern University, located at 19555 North 59<sup>th</sup> Avenue, has constructed new Student Housing, Veterinary Classroom and Central Plant buildings on their campus; and

WHEREAS, Midwestern University has constructed water lines to service the buildings for their domestic water demands and fire protection requirements of the City Code and is willing to grant two water line easements to the City; and

WHEREAS, the City has determined that the new water lines and easements would benefit the Midwestern University campus and allow access for City forces to maintain, operate and repair said water lines.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF GLENDALE as follows:

SECTION 1. The City has determined that acceptance of the two new water lines and easements in the location identified in Exhibit A would be a public benefit and in the public interest.

SECTION 2. The Council hereby authorizes and instructs the City Manager to execute the Conveyance of Easement, which is attached hereto as Exhibit A, granting the water line easements described herein to the City. The City's acceptance of said easement shall take effect immediately upon adoption of this ordinance.

SECTION 3. The City Clerk is instructed and authorized to forward a certified copy of this ordinance and its attachments for recording to the Maricopa County Recorder's Office.

[Signatures on following page.]

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale,  
Maricopa County, Arizona, this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

---

M A Y O R

ATTEST:

---

City Clerk (SEAL)

APPROVED AS TO FORM:

---

City Attorney

REVIEWED BY:

---

Acting City Manager  
o\_eng\_mwu n water line.doc

**EXHIBIT A**

When Recorded, Return To:  
City Clerk, City of Glendale  
5850 W. Glendale Avenue  
Glendale, Arizona 85301

**CONVEYANCE OF EASEMENT**

---

For Ten Dollars and other valuable consideration, We, MIDWESTERN UNIVERSITY, an Illinois non-profit corporation, hereby grants to the City of Glendale, an Arizona municipal corporation, an easement to install, repair, operate, maintain and remove water lines (“facilities”) upon, over and under the surface of the following described property:

**See Attached Description, Exhibit “A”**

Together with the right of ingress and egress to, from, across and along the Grantor's Property, and with the right to use lands adjacent to said easement during temporary periods of construction; the right to operate, repair, replace, maintain, and remove facilities and appurtenances from said premises; to add to or alter said facilities at any reasonable time; and to trim or remove any trees or shrubs that in the judgment of the City may interfere with the construction, operation or maintenance of said facilities.

By accepting this easement, the City of Glendale agrees to exercise reasonable care to avoid any damage to said real property above described.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2015.

MIDWESTERN UNIVERSITY,  
An Illinois non-profit Corporation

**Exempt Pursuant to A.R.S.  
§11-1134(A)(2), 11-1134 (A)(3)**

\_\_\_\_\_  
Arthur Dobbelaere  
Chief Operating Officer

STATE OF ARIZONA        )  
County of Maricopa        ) ss.

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2015, by Arthur Dobbelaere, Chief Operating Officer of Midwestern University, an Illinois non-profit corporation, who acknowledged that he executed this instrument for the purposes therein contained.

\_\_\_\_\_  
Notary Public

My commission expires:

19555 N. 59th Avenue

**DESCRIPTION  
OF WATER LINE EASEMENTS**

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

**EASEMENT 1:**

A DESCRIPTION OF A 20.00 FOOT WIDE WATERLINE EASEMENT BEING 10.00 FEET EACH SIDE OF THE CENTERLINE DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 29;  
THENCE SOUTH  $01^{\circ}23'10''$  WEST, ALONG THE WEST LINE OF SAID NORTHWEST QUARTER OF SECTION 29, A DISTANCE OF 1325.69 FEET TO A POINT, SAID POINT BEING THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 29;  
THENCE SOUTH  $87^{\circ}41'43''$  EAST ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER, NORTHWEST QUARTER, SECTION 29 A DISTANCE OF 1309.94 FEET TO THE POINT OF BEGINNING, FROM WHICH THE SOUTHEAST CORNER OF LOT 1, MINOR LAND DIVISION FOR MIDWESTERN UNIVERSITY, AS RECORDED IN BOOK 930, PAGE 35, RECORDS OF MARICOPA COUNTY, ARIZONA LIES SOUTH  $87^{\circ}41'43''$  EAST A DISTANCE OF 15.00 FEET;

THENCE NORTH  $01^{\circ}20'45''$  EAST A DISTANCE OF 218.24 FEET TO A POINT HEREIN DESIGNATED AS POINT "A";  
THENCE CONTINUING NORTH  $01^{\circ}20'45''$  EAST A DISTANCE OF 248.06 FEET;  
THENCE NORTH  $87^{\circ}44'42''$  WEST A DISTANCE OF 234.69 FEET TO A POINT HEREIN DESIGNATED AS POINT "B";  
THENCE CONTINUING NORTH  $87^{\circ}44'42''$  WEST A DISTANCE OF 278.12 FEET TO A POINT HEREIN DESIGNATED AS POINT "C";  
THENCE CONTINUING NORTH  $87^{\circ}44'42''$  WEST A DISTANCE OF 53.50 FEET TO A POINT HEREIN DESIGNATED AS POINT "D";  
THENCE CONTINUING NORTH  $87^{\circ}44'42''$  WEST A DISTANCE OF 24.00 FEET TO A POINT OF TERMINATION;  
THENCE RETURNING TO POINT "D";  
THENCE NORTH  $02^{\circ}15'18''$  EAST A DISTANCE OF 210.36 FEET TO A POINT HEREIN DESIGNATED AS POINT "E";  
THENCE CONTINUING NORTH  $02^{\circ}15'18''$  EAST A DISTANCE OF 36.00 FEET TO A POINT HEREIN DESIGNATED AS POINT "F";  
THENCE NORTH  $87^{\circ}44'42''$  WEST A DISTANCE OF 25.50 FEET TO A POINT OF TERMINATION;  
THENCE RETURNING TO POINT "F";  
THENCE SOUTH  $87^{\circ}44'42''$  EAST A DISTANCE OF 101.50 FEET TO A POINT HEREIN DESIGNATED AS POINT "G";

THENCE CONTINUING SOUTH 87°44'42" EAST A DISTANCE OF 99.00 FEET TO A POINT HEREIN DESIGNATED AS POINT "H";  
THENCE CONTINUING SOUTH 87°44'42" EAST A DISTANCE OF 198.00 FEET TO A POINT HEREIN DESIGNATED AS POINT "T";  
THENCE CONTINUING SOUTH 87°44'42" EAST A DISTANCE OF 99.00 FEET TO A POINT HEREIN DESIGNATED AS POINT "J";  
THENCE CONTINUING SOUTH 87°44'42" EAST A DISTANCE OF 150.82 FEET TO THE POINT OF TERMINATION HEREOF, SAID POINT BEING ON THE CENTERLINE OF A 20.00 FOOT WIDE WATERLINE EASEMENT AS DESCRIBED IN DOCUMENT 2009-0799436, RECORDS OF MARICOPA COUNTY, ARIZONA;

TOGETHER WITH:

A DESCRIPTION OF A 12.00 FOOT WIDE WATERLINE EASEMENT BEING 6.00 FEET EACH SIDE OF THE CENTERLINE OF THE FOLLOWING EIGHT COURSES DESCRIBED AS FOLLOWS:

THENCE RETURNING TO POINT "A";  
THENCE NORTH 88°39'15" WEST A DISTANCE OF 21.33 FEET TO A POINT OF TERMINATION;

THENCE RETURNING TO POINT "B";  
THENCE SOUTH 02°15'18" WEST A DISTANCE OF 27.01 FEET TO A POINT OF TERMINATION;

THENCE RETURNING TO POINT "C";  
THENCE SOUTH 02°15'18" WEST A DISTANCE OF 27.01 FEET TO A POINT OF TERMINATION;

THENCE RETURNING TO POINT "E";  
THENCE SOUTH 87°44'42" EAST A DISTANCE OF 15.00 FEET TO A POINT OF TERMINATION;

THENCE RETURNING TO POINT "G";  
THENCE SOUTH 02°15'18" WEST A DISTANCE OF 25.00 FEET TO A POINT OF TERMINATION;

THENCE RETURNING TO POINT "H";  
THENCE SOUTH 02°15'18" WEST A DISTANCE OF 25.00 FEET TO A POINT OF TERMINATION;

THENCE RETURNING TO POINT "T";  
THENCE SOUTH 02°15'18" WEST A DISTANCE OF 25.00 FEET TO A POINT OF TERMINATION;



THENCE RETURNING TO POINT "J";  
THENCE SOUTH 02°15'18" WEST A DISTANCE OF 25.00 FEET TO A POINT OF  
TERMINATION;

TOGETHER WITH:

**EASEMENT 2:**

A DESCRIPTION OF A 20.00 FOOT WIDE WATERLINE EASEMENT BEING 10.00  
FEET EACH SIDE OF THE CENTERLINE DESCRIBED AS FOLLOWS:

**COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 29;**  
THENCE SOUTH 01°23'10" WEST, ALONG THE WEST LINE OF SAID NORTHWEST  
QUARTER OF SECTION 29, A DISTANCE OF 1325.69 FEET TO A POINT, SAID POINT  
BEING THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE  
NORTHWEST QUARTER OF SAID SECTION 29;  
THENCE SOUTH 87°41'43" EAST ALONG THE SOUTH LINE OF SAID NORTHWEST  
QUARTER, NORTHWEST QUARTER, SECTION 29 A DISTANCE OF 756.80 FEET TO  
A POINT;  
THENCE NORTH 02°18'17" EAST A DISTANCE OF 82.79 FEET TO A POINT ON THE  
NORTH RIGHT OF WAY LINE OF BEHREND DRIVE AS RECORDED IN DOCUMENT  
20090050184, RECORDS OF MARICOPA COUNTY, ARIZONA, AND THE POINT OF  
**BEGINNING;**

THENCE NORTH 01°21'57" EAST A DISTANCE OF 342.50 FEET;  
THENCE NORTH 87°44'42" WEST A DISTANCE OF 47.33 FEET;  
THENCE NORTH 02°15'18" EAST A DISTANCE OF 50.51 FEET TO THE POINT OF  
TERMINATION.

PREPARED BY:

DRW ENGINEERING  
10320 W. McDOWELL RD., STE. K-1136  
AVONDALE, AZ 85392

JOB NO. 13001-14027  
April 2, 2015





N.T.S.

NW COR., SEC. 29  
T.4N., R.2E.

NE COR., NW¼, NW¼,  
SEC. 29, T.4N., R.2E.

P.O.C.

SR101

59th AVENUE  
W. LINE, NW ¼, SEC. 29  
N 01°23'10" E 1325.69'

MLD  
MIDWESTERN  
UNIVERSITY  
BOOK 930/35

U.S. POST OFFICE

P.O.B.  
SEE SHT. 2

S 87°41'43" E 1309.94'

N 01°20'45" E 844.15'

BEHREND DR

1324.94'

SOUTH LINE OF NW¼, NW¼, SEC. 29

SW COR.,  
NW¼, NW¼,  
SEC. 29,  
T.4N., R.2E.

SE COR.,  
NW¼, NW¼,  
SEC. 29,  
T.4N., R.2E.

File Name: Y:\2013 Projects\13001\13001WL.exh

# EASEMENT 1

FOR A  
WATERLINE EASEMENT



EXPIRES 6/30/17

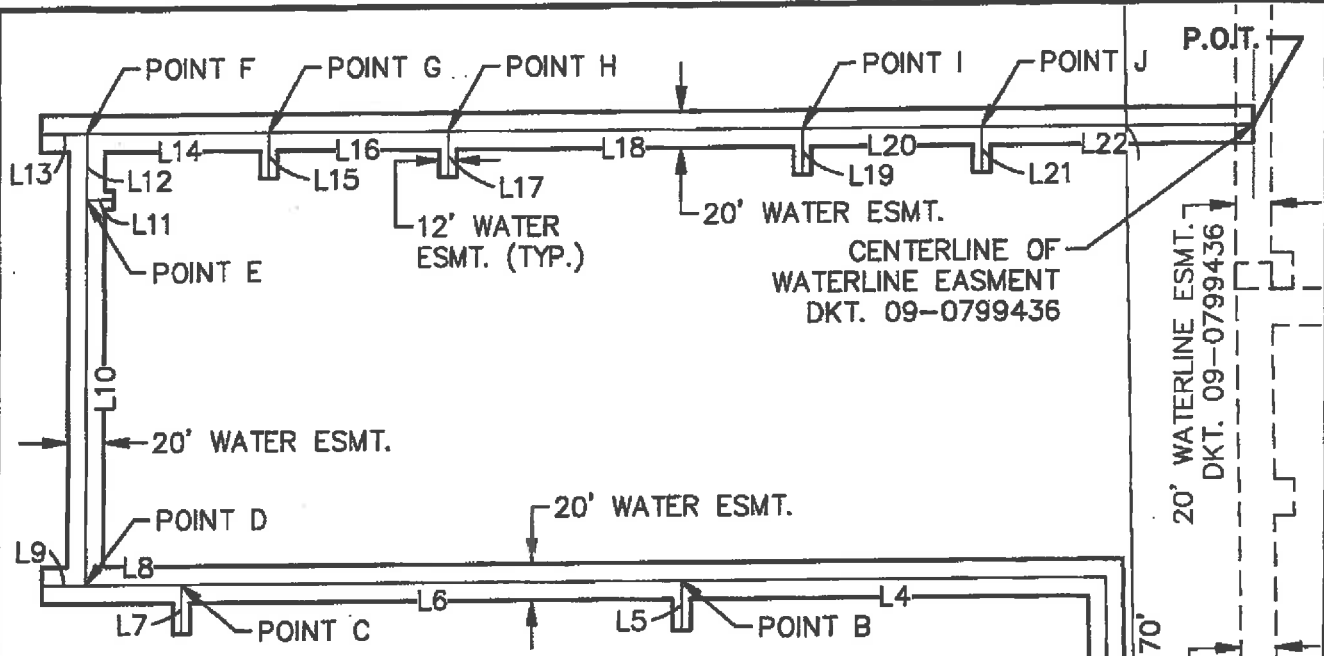
Date: 4/2/15

SHT. 1 OF 3  
Job #: 13001

## DRW ENGINEERING, INC.

10320 West McDowell Road, Suite K-1136  
Avondale, Arizona 85392  
(623)478-8800 FAX(623)478-8841  
Email: drw@drwengineering.com

File Name: Y:\2013 Projects\13001\13001WL.exh



**LINE TABLE**

NUMBER	DIRECTION	DISTANCE	NUMBER	DIRECTION	DISTANCE
L1	N 01°20'45" E	218.24'	L12	N 02°15'18" E	36.00'
L2	N 88°39'15" W	21.33'	L13	N 87°44'42" W	25.50'
L3	N 01°20'45" E	248.06'	L14	S 87°44'42" E	101.50'
L4	N 87°44'42" W	234.69'	L15	S 02°15'18" W	25.00'
L5	S 02°15'18" W	27.01'	L16	S 87°44'42" E	99.00'
L6	N 87°44'42" W	278.12'	L17	S 02°15'18" W	25.00'
L7	S 02°15'18" W	27.01'	L18	S 87°44'42" E	198.00'
L8	N 87°44'42" W	53.50'	L19	S 02°15'18" W	25.00'
L9	N 87°44'42" W	24.00'	L20	S 87°44'42" E	99.00'
L10	N 02°15'18" E	210.36'	L21	S 02°15'18" W	25.00'
L11	S 87°44'42" E	15.00'	L22	S 87°44'42" E	150.82'



S 87°41'43" E 1309.94'

**EASEMENT 1**  
FOR A  
WATERLINE EASEMENT



EXPIRES 6/30/17

Date: 4/2/15

**DRW ENGINEERING, INC.**

10320 West McDowell Road, Suite K-1136  
Avondale, Arizona 85392  
(623)478-8800 FAX(623)478-8841  
Email: drw@drwengineering.com

SHT. 2 OF 3  
Job #: 13001

20'  
WATER  
ESMT.

P.O.B.

15.00'

N 01°20'45" E 712.70'

20' WATERLINE ESMT.  
DKT. 01-0832472

20' WATERLINE ESMT.  
DKT. 09-0799436

P.O.T.

POINT F

POINT G

POINT H

POINT I

POINT J

POINT E

POINT D

POINT C

POINT B

POINT A



N.T.S.

NW COR., SEC. 29  
T.4N., R.2E.

NE COR., NW¼, NW¼,  
SEC. 29, T.4N., R.2E.

P.O.C.

SR101

59th AVENUE W. LINE, NW¼, SEC. 29  
N 01°23'10" E 1325.69'

MLD  
MIDWESTERN  
UNIVERSITY  
BOOK 930/35

P.O.T.

20' WATERLINE ESMT.

L3

L2

20'  
WATER  
ESMT.

U.S. POST OFFICE

P.O.B.

N 02°18'17" E 82.79'

756.80'

BEHREND DR S 87°41'43" E

1324.94'

SOUTH LINE OF NW¼, NW¼, SEC. 29

SW COR.,  
NW¼, NW¼,  
SEC. 29,  
T.4N., R.2E.

SE COR.,  
NW¼, NW¼,  
SEC. 29,  
T.4N., R.2E.

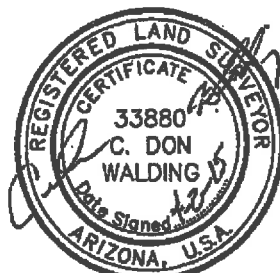
### LINE TABLE

NUMBER	DIRECTION	DISTANCE
L1	N 01°21'57" E	342.50'
L2	N 87°44'42" W	47.33'
L3	N 02°15'18" E	50.51'

File Name: J:\14027\14027WL.exh

## EASEMENT 2

FOR A 20.00' WIDE  
WATERLINE EASEMENT



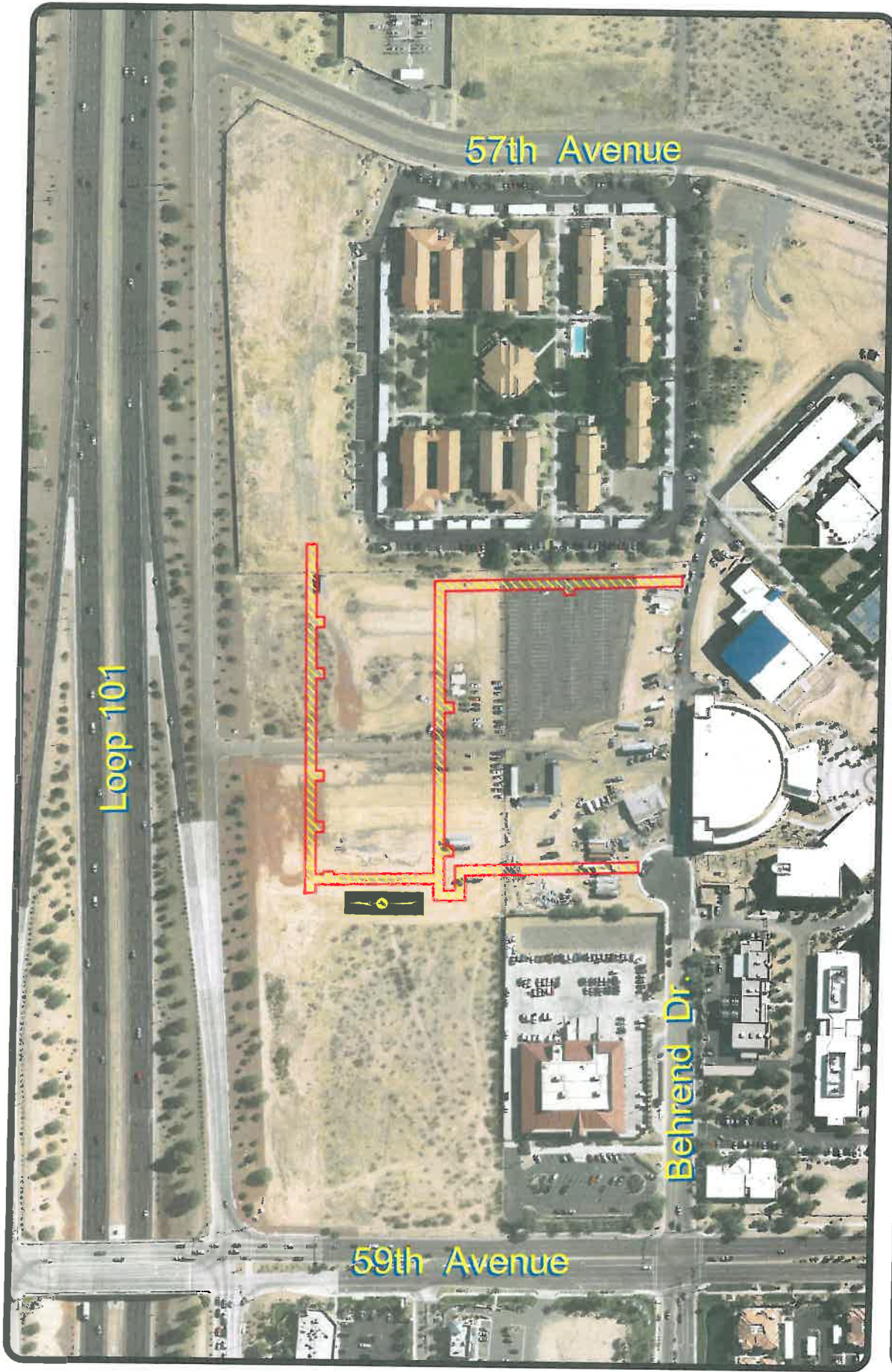
EXPIRES 6/30/17

Date: 4/2/15

SHT. 3 OF 3  
Job #: 14027

### DRW ENGINEERING, INC.

10320 West McDowell Road, Suite K-1136  
Avondale, Arizona 85392  
(623)478-8800 FAX(623)478-8841  
Email: drw@drwengineering.com



**NEW WATERLINE EASEMENTS  
AT MIDWESTERN UNIVERSITY**

ORDINANCE NO. 2961 NEW SERIES

AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, ACCEPTING WATER LINES LOCATED AT MIDWESTERN UNIVERSITY, SOUTH OF UTOPIA ROAD AND WEST OF 57<sup>TH</sup> AVENUE; AND DIRECTING THE CITY MANAGER TO EXECUTE AND CITY CLERK TO RECORD THE CONVEYANCE OF EASEMENT AND A CERTIFIED COPY OF THIS ORDINANCE.

WHEREAS, Midwestern University, an Illinois non-profit corporation (“Grantor”), an expansion of its campus in the general vicinity south of Utopia Road and west of 57th Avenue; and

WHEREAS, Grantor now wishes to convey an easement to the City to allow the City access to certain public water lines built during that expansion so that the City can monitor, maintain, operate, and repair said water lines consistent with the City Code.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF GLENDALE as follows:

SECTION 1. The City hereby accepts the easement in real property described in the Conveyance of Easement and its attachments, which is attached hereto as Exhibit 1. The legal description of the easement being accepted by the City pursuant to this Ordinance is attached to the Conveyance of Easement as Exhibit A to and specifically incorporated by reference to the Conveyance of Easement.

SECTION 2. The City Council hereby authorizes and directs the City Manager to execute the Conveyance of Easement between Grantor and the City as Grantee on the City’s behalf. The acceptance of the Conveyance of Easement shall be effective on the date it is executed by the City Manager.

SECTION 3. The City Clerk is accordingly instructed and authorized to forward a certified copy of the Conveyance of Easement and this ordinance for recording to the Maricopa County Recorder’s Office.

[Signatures on following page.]

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

---

M A Y O R

ATTEST:

---

City Clerk (SEAL)

APPROVED AS TO FORM:

---

City Attorney

REVIEWED BY:

---

Acting City Manager  
o\_eng\_mwu utopia.doc

EXHIBIT 1



When Recorded, Return To:  
City Clerk, City of Glendale  
5850 W. Glendale Avenue  
Glendale, Arizona 85301

**CONVEYANCE OF EASEMENT**

---

For Ten Dollars and other valuable consideration, We, MIDWESTERN UNIVERSITY, an Illinois non-profit corporation, hereby grants to the City of Glendale, an Arizona municipal corporation, an easement to install, repair, operate, maintain and remove waterline ("facilities") upon, over and under the surface of the following described property:

**See Attached Description, Exhibit "A"**

Together with the right of ingress and egress to, from, across and along the Grantor's Property, and with the right to use lands adjacent to said easement during temporary periods of construction; the right to operate, repair, replace, maintain, and remove facilities and appurtenances from said premises; to add to or alter said facilities at any reasonable time; and to trim or remove any trees or shrubs that in the judgment of the City may interfere with the construction, operation or maintenance of said facilities.

By accepting this easement, the City of Glendale agrees to exercise reasonable care to avoid any damage to said real property above described.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2015.

MIDWESTERN UNIVERSITY,  
An Illinois non-profit Corporation

**Exempt Pursuant to A.R.S.  
§11-1134(A)(2), 11-1134 (A)(3)**

\_\_\_\_\_  
Arthur Dobbelaere  
Chief Operating Officer

STATE OF ARIZONA     )  
                                  ) ss.  
County of Maricopa    )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2015, by Arthur Dobbelaere, Chief Operating Officer of Midwestern University, an Illinois non-profit corporation, who acknowledged that he executed this instrument for the purposes therein contained.

\_\_\_\_\_  
Notary Public

My commission expires:

19360 N. 57<sup>th</sup> Avenue

**EXHIBIT A**

**DESCRIPTION OF A  
WATER LINE EASEMENT**

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

A DESCRIPTION OF A 20.00 FOOT WIDE WATERLINE EASEMENT BEING 10.00 FEET EACH SIDE OF THE CENTERLINE TO BE PROLONGED OR SHORTENED TO TERMINATE IN THE BOUNDARY OF THE LAND OF THE GRANTOR, SAID CENTERLINE DESCRIBED AS FOLLOWS:

COMMENCING AT THE BRASS CAP FLUSH AT THE INTERSECTION OF 59<sup>TH</sup> AVENUE AND UTOPIA ROAD, FROM WHICH THE WEST QUARTER CORNER OF SAID SECTION 29 BEARS NORTH 01°23'26" WEST A DISTANCE OF 90.04 FEET;  
THENCE NORTH 88°36'24" EAST, ALONG THE CENTERLINE OF SAID UTOPIA ROAD, A DISTANCE OF 272.16 FEET TO A POINT OF CURVATURE;  
THENCE EASTERLY ALONG SAID CENTERLINE AND A CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 1000.00 FEET, AN ARC LENGTH OF 155.36 FEET, AND A CENTRAL ANGLE OF 08°54'07" TO A POINT OF TANGENCY;  
THENCE NORTH 79°42'18" EAST, ALONG SAID CENTERLINE, A DISTANCE OF 32.69 FEET;  
THENCE SOUTH 10°17'42" EAST A DISTANCE OF 48.00 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID UTOPIA ROAD AS RECORDED IN DOCUMENT 2010-0959166, RECORDS OF MARICOPA COUNTY, ARIZONA, SAID POINT ALSO BEING A POINT ON THE CENTERLINE OF THAT CERTAIN 20' WATERLINE EASEMENT AS RECORDED IN DOCUMENT 2005-0966736, RECORDS OF MARICOPA COUNTY, ARIZONA;  
THENCE ALONG THE CENTERLINE OF SAID EASEMENT THE FOLLOWING THREE COURSES:

THENCE SOUTH 10°17'42" EAST A DISTANCE OF 83.07 FEET;  
THENCE SOUTH 01°23'26" EAST A DISTANCE OF 68.91 FEET;  
THENCE NORTH 88°36'34" EAST A DISTANCE OF 20.00 FEET TO A POINT ON THE EASTERLY LINE OF SAID EASEMENT, SAID POINT ALSO BEING A POINT ON THE CENTERLINE OF THAT CERTAIN 20' WATERLINE EASEMENT AS RECORDED IN DOCUMENT 2009-0837908, RECORDS OF MARICOPA COUNTY, ARIZONA;  
THENCE ALONG THE CENTERLINE OF SAID EASEMENT NORTH 88°36'34" EAST A DISTANCE OF 214.94 FEET TO A POINT ON THE EASTERLY LINE OF SAID EASEMENT, SAID POINT ALSO BEING THE POINT OF BEGINNING;  
THENCE SOUTH 46°23'32" EAST A DISTANCE OF 29.99 FEET;  
THENCE NORTH 81°28'15" EAST A DISTANCE OF 168.97 FEET;

THENCE NORTH 88°36'28" EAST A DISTANCE OF 59.82 FEET TO A POINT  
HEREINAFTER KNOWN AS POINT "A";  
THENCE NORTH 01°23'32" WEST A DISTANCE OF 16.00 FEET TO A POINT OF  
TERMINATION;

THENCE RETURNING TO SAID POINT "A";

THENCE NORTH 88°36'28" EAST A DISTANCE OF 294.00 FEET TO A POINT  
HEREINAFTER KNOWN AS POINT "B";  
THENCE CONTINUING NORTH 88°36'28" EAST A DISTANCE OF 128.50 FEET  
TO A POINT HEREINAFTER KNOWN AS POINT "C";  
THENCE NORTH 01°23'32" WEST A DISTANCE OF 79.03 FEET TO A POINT  
HEREINAFTER KNOWN AS POINT "D";  
THENCE NORTH 88°36'28" EAST A DISTANCE OF 96.14 FEET TO A POINT  
HEREINAFTER KNOWN AS POINT "E";

THENCE RETURNING TO SAID POINT "D";

THENCE NORTH 01°23'32" WEST A DISTANCE OF 94.11 FEET;  
THENCE NORTH 06°57'36" EAST A DISTANCE OF 34.51 FEET TO A POINT OF  
TERMINATION HEREOF, SAID POINT ALSO BEING ON THE SOUTHERLY  
RIGHT-OF-WAY LINE OF SAID UTOPIA ROAD;

THENCE RETURNING TO SAID POINT "C";

THENCE SOUTH 01°23'32" EAST A DISTANCE OF 166.98 FEET TO A POINT  
HEREINAFTER KNOWN AS POINT "F";  
THENCE CONTINUING SOUTH 01°23'32" EAST A DISTANCE OF 37.00 FEET TO  
A POINT HEREINAFTER KNOWN AS POINT "G";  
THENCE NORTH 88°36'28" EAST A DISTANCE OF 79.00 FEET TO A POINT  
HEREINAFTER KNOWN AS POINT "H";  
THENCE NORTH 01°23'32" WEST A DISTANCE OF 15.50 FEET TO A POINT OF  
TERMINATION;

THENCE RETURNING TO SAID POINT "H";

THENCE NORTH 88°36'28" EAST A DISTANCE OF 159.87 FEET TO A POINT  
HEREINAFTER KNOWN AS POINT "I";  
THENCE SOUTH 01°23'32" EAST A DISTANCE OF 19.69 FEET TO A POINT OF  
TERMINATION;

THENCE RETURNING TO SAID POINT "I";

THENCE NORTH 88°36'28" EAST A DISTANCE OF 55.32 FEET TO A POINT  
HEREINAFTER KNOWN AS POINT "J";

THENCE CONTINUING NORTH 88°36'28" EAST A DISTANCE OF 85.21 FEET TO A POINT OF TERMINATION HEREOF, SAID POINT ALSO BEING ON THE WESTERLY RIGHT-OF-WAY LINE OF 57<sup>TH</sup> AVENUE;

THENCE RETURNING TO SAID POINT "G";

THENCE SOUTH 01°23'32" EAST A DISTANCE OF 81.23 FEET;  
THENCE SOUTH 88°36'28" WEST A DISTANCE OF 5.00 FEET TO A POINT HEREINAFTER KNOWN AS POINT "K";  
THENCE CONTINUING SOUTH 88°36'28" WEST A DISTANCE OF 656.82 FEET;  
THENCE NORTH 77°22'01" WEST A DISTANCE OF 16.03 FEET TO A POINT OF TERMINATION HEREOF, SAID POINT ALSO BEING ON THE CENTERLINE OF THAT CERTAIN 20' WATERLINE EASEMENT AS RECORDED IN DOCUMENT 2009-0837908, RECORDS OF MARICOPA COUNTY, ARIZONA;

THENCE RETURNING TO SAID POINT "K";

THENCE SOUTH 01°23'32" EAST A DISTANCE OF 254.60 FEET TO A POINT HEREINAFTER KNOWN AS POINT "L";  
THENCE CONTINUING SOUTH 01°23'32" EAST A DISTANCE OF 116.24 FEET;  
THENCE NORTH 88°36'28" EAST A DISTANCE OF 16.10 FEET TO A POINT HEREINAFTER KNOWN AS POINT "M";  
THENCE CONTINUING NORTH 88°36'28" EAST A DISTANCE OF 378.28 FEET TO A POINT OF TERMINATION HEREOF, SAID POINT ALSO BEING ON THE WESTERLY RIGHT-OF-WAY LINE OF 57<sup>TH</sup> AVENUE;

TOGETHER WITH:

A DESCRIPTION OF A 12.00 FOOT WIDE WATERLINE EASEMENT BEING 6.00 FEET EACH SIDE OF THE CENTERLINE OF THE FOLLOWING SIX COURSES DESCRIBED AS FOLLOWS:

THENCE RETURNING TO SAID POINT "B";  
THENCE NORTH 01°23'32" WEST A DISTANCE OF 16.90 FEET TO A POINT OF TERMINATION;

THENCE RETURNING TO SAID POINT "E";  
THENCE NORTH 01°23'32" WEST A DISTANCE OF 13.00 FEET TO A POINT OF TERMINATION;

THENCE RETURNING TO SAID POINT "F";  
THENCE NORTH 88°36'28" EAST A DISTANCE OF 18.00 FEET TO A POINT OF TERMINATION;

THENCE RETURNING TO SAID POINT "J";  
THENCE NORTH 01°23'32" WEST A DISTANCE OF 18.00 FEET TO A POINT OF  
TERMINATION;

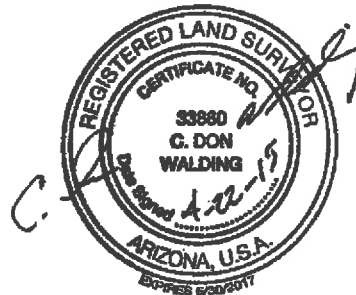
THENCE RETURNING TO SAID POINT "L";  
THENCE SOUTH 88°36'28" WEST A DISTANCE OF 18.00 FEET TO A POINT OF  
TERMINATION;

THENCE RETURNING TO SAID POINT "M";  
THENCE SOUTH 01°23'32" EAST A DISTANCE OF 31.89 FEET TO A POINT OF  
TERMINATION.

PREPARED BY:

DRW ENGINEERING  
10320 W. McDOWELL RD., STE. K-1136  
AVONDALE, AZ 85392

JOB NO. 14001  
APRIL 22, 2015



W¼ COR.  
SEC. 29,  
T4N, R2E

FD. B.C.H.H.

FD. B.C.FL.

UTOPIA R/W  
DKT. 2010-0959166

R=1000.00'  
Δ=08°54'07"  
L=155.36'

90.04'

N 88°36'24" E 272.16'

N 79°42'18" E

S 10°17'42" E

48.00'

UTOPIA ROAD

32.69'

S 10°17'42" E 83.07'

N 88°36'34" E 20.00'

CENTERLINE OF  
WATERLINE ESMT. PER  
DKT. 2005-0966736

P.O.B.  
SEE SHT. 2

S 01°23'26" E 68.91'

N 88°36'34" E 214.94'

CENTERLINE OF  
WATERLINE ESMT. PER  
DKT. 2009-0837908

S 01°23'26" E  
59th AVENUE

65'

65'



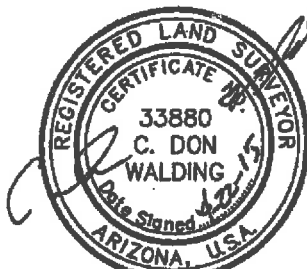
N.T.S.

SHEET 1 OF 3

Job #: 14001

Date: 04/22/15

**EXHIBIT**  
FOR A  
WATERLINE  
EASEMENT



EXPIRES 6/30/17

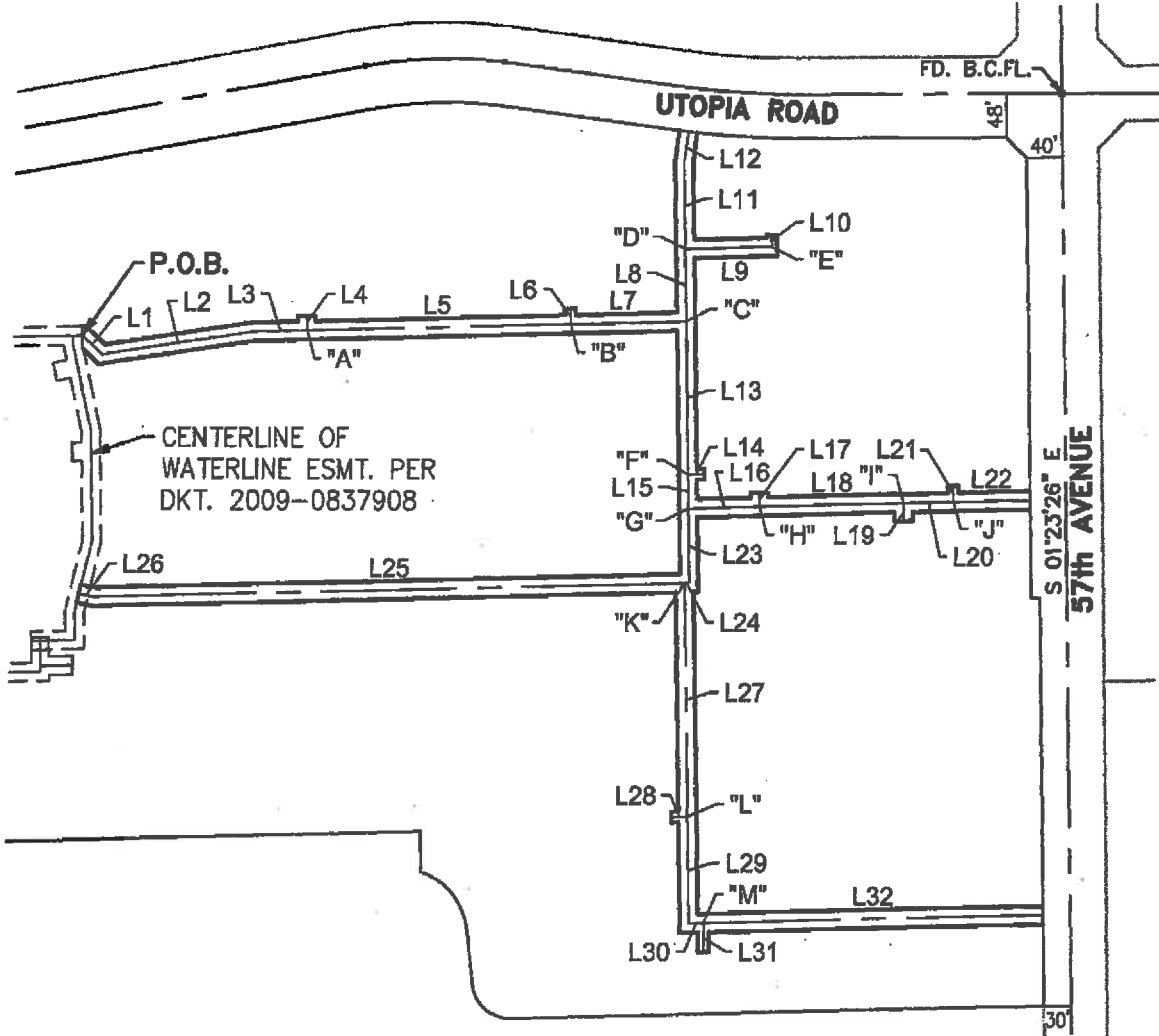
**DRW ENGINEERING, INC.**

10320 West McDowell Road, Suite K-1136  
Avondale, Arizona 85392

(623)478-8800 FAX(623)478-8841

Email: drw@drwengineering.com

File Name: j:\14001\14001WL.exh



**EXHIBIT**  
FOR A  
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Date: 04/22/15

SHEET 2 OF 3  
Job #: 14001

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## LINE TABLE

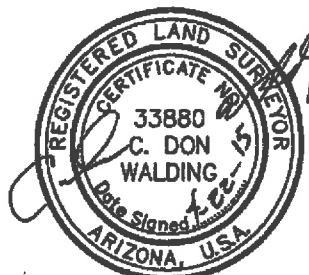
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L31	S 01°23'32" E	31.89'
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SHEET 3 OF 3  
Job # 14001

Date: 04/22/15

# EXHIBIT

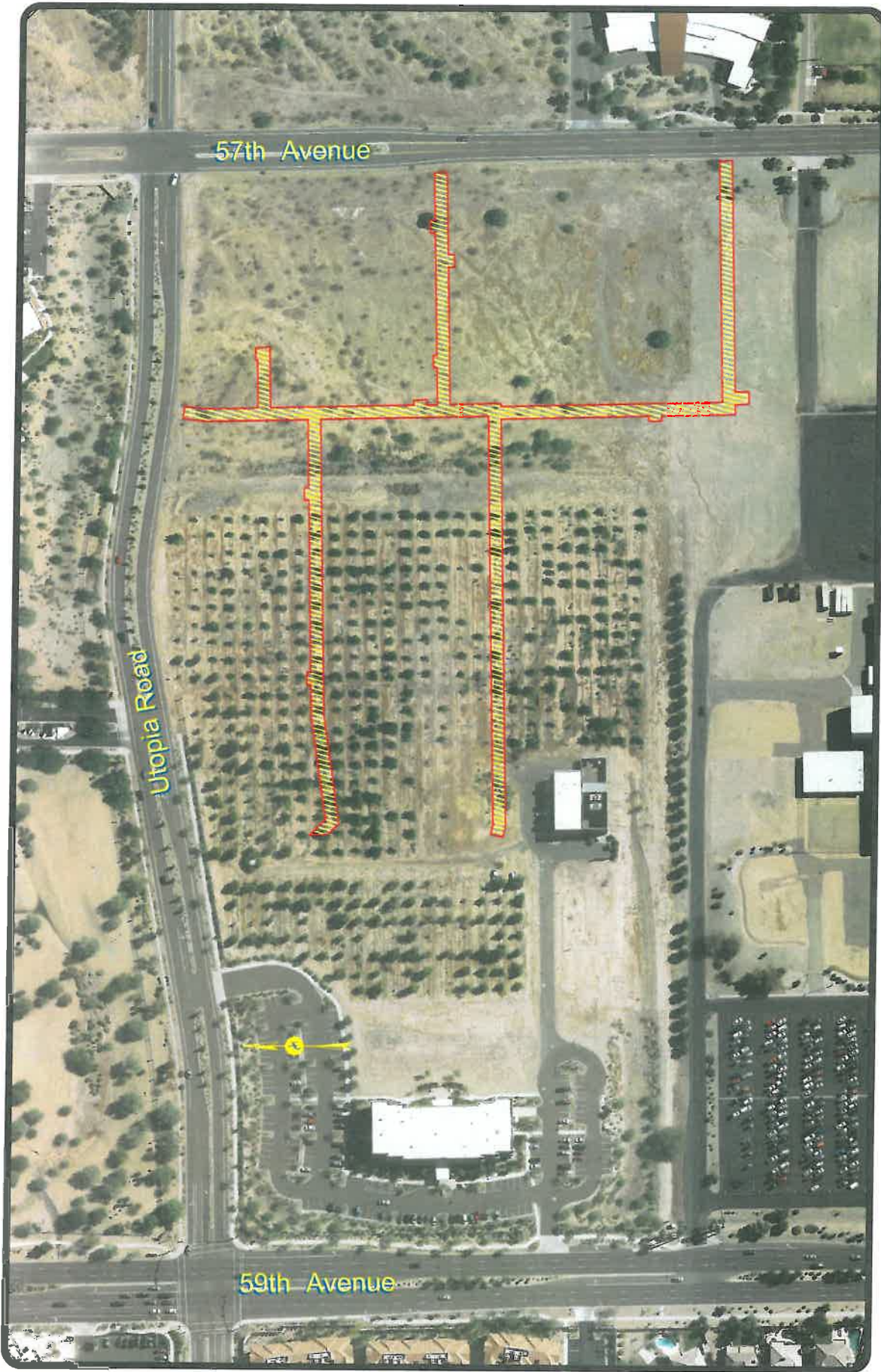
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EXPIRES 6/30/17

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**NEW WATERLINE EASEMENTS  
AT MIDWESTERN UNIVERSITY**



## Legislation Description

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**File #:** 15-599, **Version:** 1

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### **ACCEPTANCE OF A WATER LINE EASEMENT AT MIDWESTERN UNIVERSITY**

Staff Contact: Jack Friedline, Director, Public Works

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

This is a request for City Council to waive reading beyond the title and adopt an ordinance accepting a new water line easement at Midwestern University.

#### **Background**

Midwestern University has constructed a public water line for their new Veterinary Clinic and Large Animal Facilities buildings located at 19360 North 57<sup>th</sup> Avenue. Midwestern University is granting the City an easement that would allow the City to access, maintain, operate and repair the water line consistent with City Code.

#### **Analysis**

Staff recommends accepting the new water line easement. There will be no impact on City departments, staff or service levels as a result of this action. There are no costs incurred to the City for this action.

ORDINANCE NO. 2961 NEW SERIES

AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, ACCEPTING WATER LINES LOCATED AT MIDWESTERN UNIVERSITY, SOUTH OF UTOPIA ROAD AND WEST OF 57<sup>TH</sup> AVENUE; AND DIRECTING THE CITY MANAGER TO EXECUTE AND CITY CLERK TO RECORD THE CONVEYANCE OF EASEMENT AND A CERTIFIED COPY OF THIS ORDINANCE.

WHEREAS, Midwestern University, an Illinois non-profit corporation (“Grantor”), an expansion of its campus in the general vicinity south of Utopia Road and west of 57th Avenue; and

WHEREAS, Grantor now wishes to convey an easement to the City to allow the City access to certain public water lines built during that expansion so that the City can monitor, maintain, operate, and repair said water lines consistent with the City Code.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF GLENDALE as follows:

SECTION 1. The City hereby accepts the easement in real property described in the Conveyance of Easement and its attachments, which is attached hereto as Exhibit 1. The legal description of the easement being accepted by the City pursuant to this Ordinance is attached to the Conveyance of Easement as Exhibit A to and specifically incorporated by reference to the Conveyance of Easement.

SECTION 2. The City Council hereby authorizes and directs the City Manager to execute the Conveyance of Easement between Grantor and the City as Grantee on the City’s behalf. The acceptance of the Conveyance of Easement shall be effective on the date it is executed by the City Manager.

SECTION 3. The City Clerk is accordingly instructed and authorized to forward a certified copy of the Conveyance of Easement and this ordinance for recording to the Maricopa County Recorder’s Office.

[Signatures on following page.]

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

---

M A Y O R

ATTEST:

---

City Clerk (SEAL)

APPROVED AS TO FORM:

---

City Attorney

REVIEWED BY:

---

Acting City Manager  
o\_eng\_mwu utopia.doc

EXHIBIT 1

When Recorded, Return To:  
City Clerk, City of Glendale  
5850 W. Glendale Avenue  
Glendale, Arizona 85301

**CONVEYANCE OF EASEMENT**

---

For Ten Dollars and other valuable consideration, We, MIDWESTERN UNIVERSITY, an Illinois non-profit corporation, hereby grants to the City of Glendale, an Arizona municipal corporation, an easement to install, repair, operate, maintain and remove waterline ("facilities") upon, over and under the surface of the following described property:

**See Attached Description, Exhibit "A"**

Together with the right of ingress and egress to, from, across and along the Grantor's Property, and with the right to use lands adjacent to said easement during temporary periods of construction; the right to operate, repair, replace, maintain, and remove facilities and appurtenances from said premises; to add to or alter said facilities at any reasonable time; and to trim or remove any trees or shrubs that in the judgment of the City may interfere with the construction, operation or maintenance of said facilities.

By accepting this easement, the City of Glendale agrees to exercise reasonable care to avoid any damage to said real property above described.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2015.

MIDWESTERN UNIVERSITY,  
An Illinois non-profit Corporation

**Exempt Pursuant to A.R.S.  
§11-1134(A)(2), 11-1134 (A)(3)**

\_\_\_\_\_  
Arthur Dobbelaere  
Chief Operating Officer

STATE OF ARIZONA     )  
                                  ) ss.  
County of Maricopa    )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2015, by Arthur Dobbelaere, Chief Operating Officer of Midwestern University, an Illinois non-profit corporation, who acknowledged that he executed this instrument for the purposes therein contained.

\_\_\_\_\_  
Notary Public

My commission expires:

19360 N. 57<sup>th</sup> Avenue

## EXHIBIT A



**DESCRIPTION OF A  
WATER LINE EASEMENT**

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

A DESCRIPTION OF A 20.00 FOOT WIDE WATERLINE EASEMENT BEING 10.00 FEET EACH SIDE OF THE CENTERLINE TO BE PROLONGED OR SHORTENED TO TERMINATE IN THE BOUNDARY OF THE LAND OF THE GRANTOR, SAID CENTERLINE DESCRIBED AS FOLLOWS:

COMMENCING AT THE BRASS CAP FLUSH AT THE INTERSECTION OF 59<sup>TH</sup> AVENUE AND UTOPIA ROAD, FROM WHICH THE WEST QUARTER CORNER OF SAID SECTION 29 BEARS NORTH 01°23'26" WEST A DISTANCE OF 90.04 FEET;  
THENCE NORTH 88°36'24" EAST, ALONG THE CENTERLINE OF SAID UTOPIA ROAD, A DISTANCE OF 272.16 FEET TO A POINT OF CURVATURE;  
THENCE EASTERLY ALONG SAID CENTERLINE AND A CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 1000.00 FEET, AN ARC LENGTH OF 155.36 FEET, AND A CENTRAL ANGLE OF 08°54'07" TO A POINT OF TANGENCY;  
THENCE NORTH 79°42'18" EAST, ALONG SAID CENTERLINE, A DISTANCE OF 32.69 FEET;  
THENCE SOUTH 10°17'42" EAST A DISTANCE OF 48.00 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID UTOPIA ROAD AS RECORDED IN DOCUMENT 2010-0959166, RECORDS OF MARICOPA COUNTY, ARIZONA, SAID POINT ALSO BEING A POINT ON THE CENTERLINE OF THAT CERTAIN 20' WATERLINE EASEMENT AS RECORDED IN DOCUMENT 2005-0966736, RECORDS OF MARICOPA COUNTY, ARIZONA;  
THENCE ALONG THE CENTERLINE OF SAID EASEMENT THE FOLLOWING THREE COURSES:

THENCE SOUTH 10°17'42" EAST A DISTANCE OF 83.07 FEET;  
THENCE SOUTH 01°23'26" EAST A DISTANCE OF 68.91 FEET;  
THENCE NORTH 88°36'34" EAST A DISTANCE OF 20.00 FEET TO A POINT ON THE EASTERLY LINE OF SAID EASEMENT, SAID POINT ALSO BEING A POINT ON THE CENTERLINE OF THAT CERTAIN 20' WATERLINE EASEMENT AS RECORDED IN DOCUMENT 2009-0837908, RECORDS OF MARICOPA COUNTY, ARIZONA;  
THENCE ALONG THE CENTERLINE OF SAID EASEMENT NORTH 88°36'34" EAST A DISTANCE OF 214.94 FEET TO A POINT ON THE EASTERLY LINE OF SAID EASEMENT, SAID POINT ALSO BEING THE POINT OF BEGINNING;  
THENCE SOUTH 46°23'32" EAST A DISTANCE OF 29.99 FEET;  
THENCE NORTH 81°28'15" EAST A DISTANCE OF 168.97 FEET;

THENCE NORTH 88°36'28" EAST A DISTANCE OF 59.82 FEET TO A POINT  
HEREINAFTER KNOWN AS POINT "A";  
THENCE NORTH 01°23'32" WEST A DISTANCE OF 16.00 FEET TO A POINT OF  
TERMINATION;

THENCE RETURNING TO SAID POINT "A";

THENCE NORTH 88°36'28" EAST A DISTANCE OF 294.00 FEET TO A POINT  
HEREINAFTER KNOWN AS POINT "B";  
THENCE CONTINUING NORTH 88°36'28" EAST A DISTANCE OF 128.50 FEET  
TO A POINT HEREINAFTER KNOWN AS POINT "C";  
THENCE NORTH 01°23'32" WEST A DISTANCE OF 79.03 FEET TO A POINT  
HEREINAFTER KNOWN AS POINT "D";  
THENCE NORTH 88°36'28" EAST A DISTANCE OF 96.14 FEET TO A POINT  
HEREINAFTER KNOWN AS POINT "E";

THENCE RETURNING TO SAID POINT "D";

THENCE NORTH 01°23'32" WEST A DISTANCE OF 94.11 FEET;  
THENCE NORTH 06°57'36" EAST A DISTANCE OF 34.51 FEET TO A POINT OF  
TERMINATION HEREOF, SAID POINT ALSO BEING ON THE SOUTHERLY  
RIGHT-OF-WAY LINE OF SAID UTOPIA ROAD;

THENCE RETURNING TO SAID POINT "C";

THENCE SOUTH 01°23'32" EAST A DISTANCE OF 166.98 FEET TO A POINT  
HEREINAFTER KNOWN AS POINT "F";  
THENCE CONTINUING SOUTH 01°23'32" EAST A DISTANCE OF 37.00 FEET TO  
A POINT HEREINAFTER KNOWN AS POINT "G";  
THENCE NORTH 88°36'28" EAST A DISTANCE OF 79.00 FEET TO A POINT  
HEREINAFTER KNOWN AS POINT "H";  
THENCE NORTH 01°23'32" WEST A DISTANCE OF 15.50 FEET TO A POINT OF  
TERMINATION;

THENCE RETURNING TO SAID POINT "H";

THENCE NORTH 88°36'28" EAST A DISTANCE OF 159.87 FEET TO A POINT  
HEREINAFTER KNOWN AS POINT "I";  
THENCE SOUTH 01°23'32" EAST A DISTANCE OF 19.69 FEET TO A POINT OF  
TERMINATION;

THENCE RETURNING TO SAID POINT "I";

THENCE NORTH 88°36'28" EAST A DISTANCE OF 55.32 FEET TO A POINT  
HEREINAFTER KNOWN AS POINT "J";

THENCE CONTINUING NORTH 88°36'28" EAST A DISTANCE OF 85.21 FEET TO A POINT OF TERMINATION HEREOF, SAID POINT ALSO BEING ON THE WESTERLY RIGHT-OF-WAY LINE OF 57<sup>TH</sup> AVENUE;

THENCE RETURNING TO SAID POINT "G";

THENCE SOUTH 01°23'32" EAST A DISTANCE OF 81.23 FEET;  
THENCE SOUTH 88°36'28" WEST A DISTANCE OF 5.00 FEET TO A POINT HEREINAFTER KNOWN AS POINT "K";  
THENCE CONTINUING SOUTH 88°36'28" WEST A DISTANCE OF 656.82 FEET;  
THENCE NORTH 77°22'01" WEST A DISTANCE OF 16.03 FEET TO A POINT OF TERMINATION HEREOF, SAID POINT ALSO BEING ON THE CENTERLINE OF THAT CERTAIN 20' WATERLINE EASEMENT AS RECORDED IN DOCUMENT 2009-0837908, RECORDS OF MARICOPA COUNTY, ARIZONA;

THENCE RETURNING TO SAID POINT "K";

THENCE SOUTH 01°23'32" EAST A DISTANCE OF 254.60 FEET TO A POINT HEREINAFTER KNOWN AS POINT "L";  
THENCE CONTINUING SOUTH 01°23'32" EAST A DISTANCE OF 116.24 FEET;  
THENCE NORTH 88°36'28" EAST A DISTANCE OF 16.10 FEET TO A POINT HEREINAFTER KNOWN AS POINT "M";  
THENCE CONTINUING NORTH 88°36'28" EAST A DISTANCE OF 378.28 FEET TO A POINT OF TERMINATION HEREOF, SAID POINT ALSO BEING ON THE WESTERLY RIGHT-OF-WAY LINE OF 57<sup>TH</sup> AVENUE;

TOGETHER WITH:

A DESCRIPTION OF A 12.00 FOOT WIDE WATERLINE EASEMENT BEING 6.00 FEET EACH SIDE OF THE CENTERLINE OF THE FOLLOWING SIX COURSES DESCRIBED AS FOLLOWS:

THENCE RETURNING TO SAID POINT "B";  
THENCE NORTH 01°23'32" WEST A DISTANCE OF 16.90 FEET TO A POINT OF TERMINATION;

THENCE RETURNING TO SAID POINT "E";  
THENCE NORTH 01°23'32" WEST A DISTANCE OF 13.00 FEET TO A POINT OF TERMINATION;

THENCE RETURNING TO SAID POINT "F";  
THENCE NORTH 88°36'28" EAST A DISTANCE OF 18.00 FEET TO A POINT OF TERMINATION;

THENCE RETURNING TO SAID POINT "J";  
THENCE NORTH 01°23'32" WEST A DISTANCE OF 18.00 FEET TO A POINT OF  
TERMINATION;

THENCE RETURNING TO SAID POINT "L";  
THENCE SOUTH 88°36'28" WEST A DISTANCE OF 18.00 FEET TO A POINT OF  
TERMINATION;

THENCE RETURNING TO SAID POINT "M";  
THENCE SOUTH 01°23'32" EAST A DISTANCE OF 31.89 FEET TO A POINT OF  
TERMINATION.

PREPARED BY:

DRW ENGINEERING  
10320 W. McDOWELL RD., STE. K-1136  
AVONDALE, AZ 85392

JOB NO. 14001  
APRIL 22, 2015



W¼ COR.  
SEC. 29,  
T4N, R2E

FD. B.C.H.H.

FD. B.C.FL.

UTOPIA R/W  
DKT. 2010-0959166

R=1000.00'  
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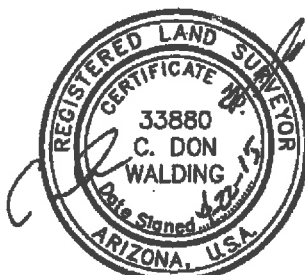
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SHEET 1 OF 3

Job #: 14001

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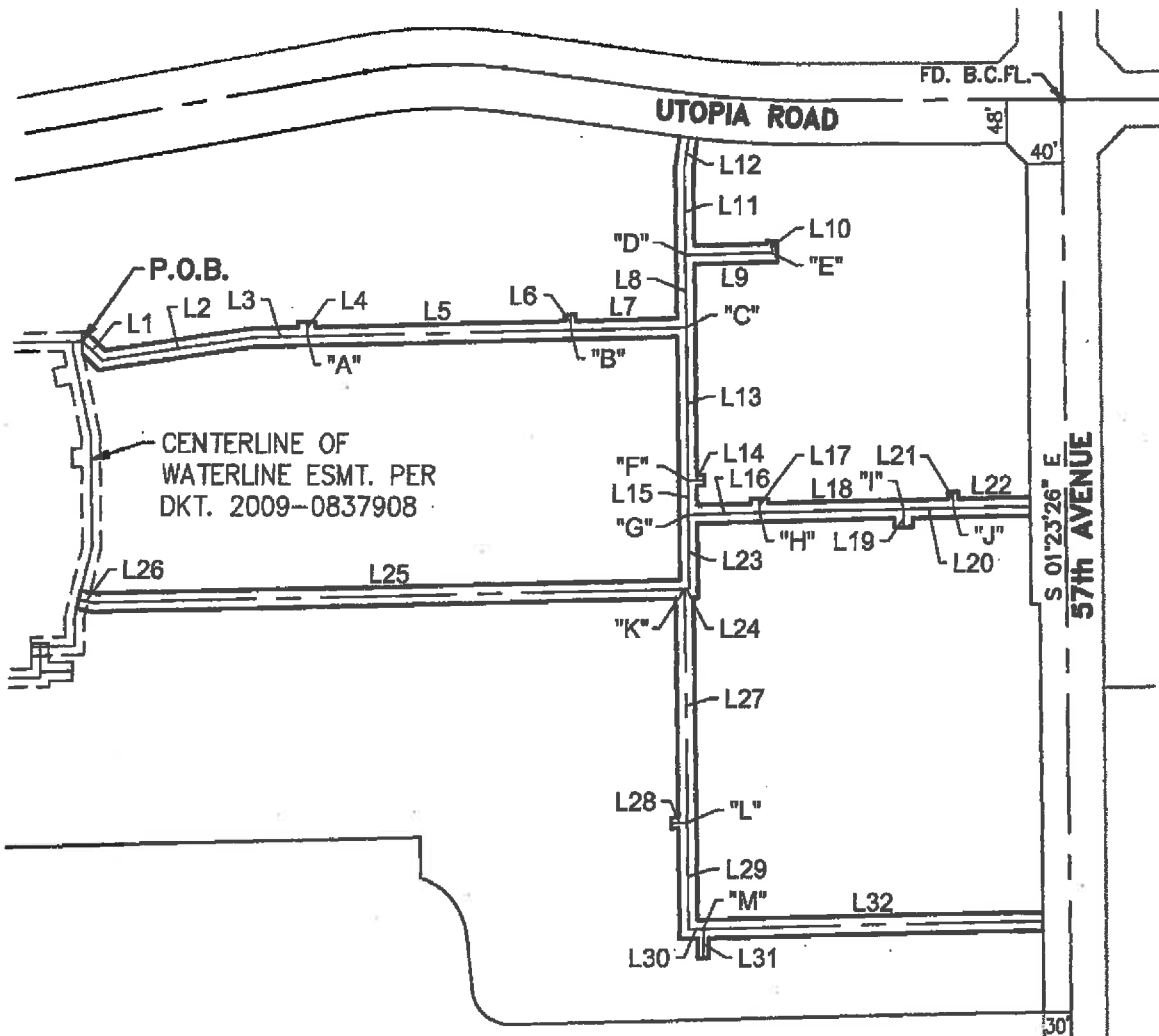


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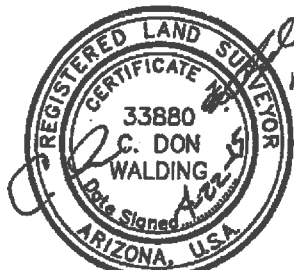
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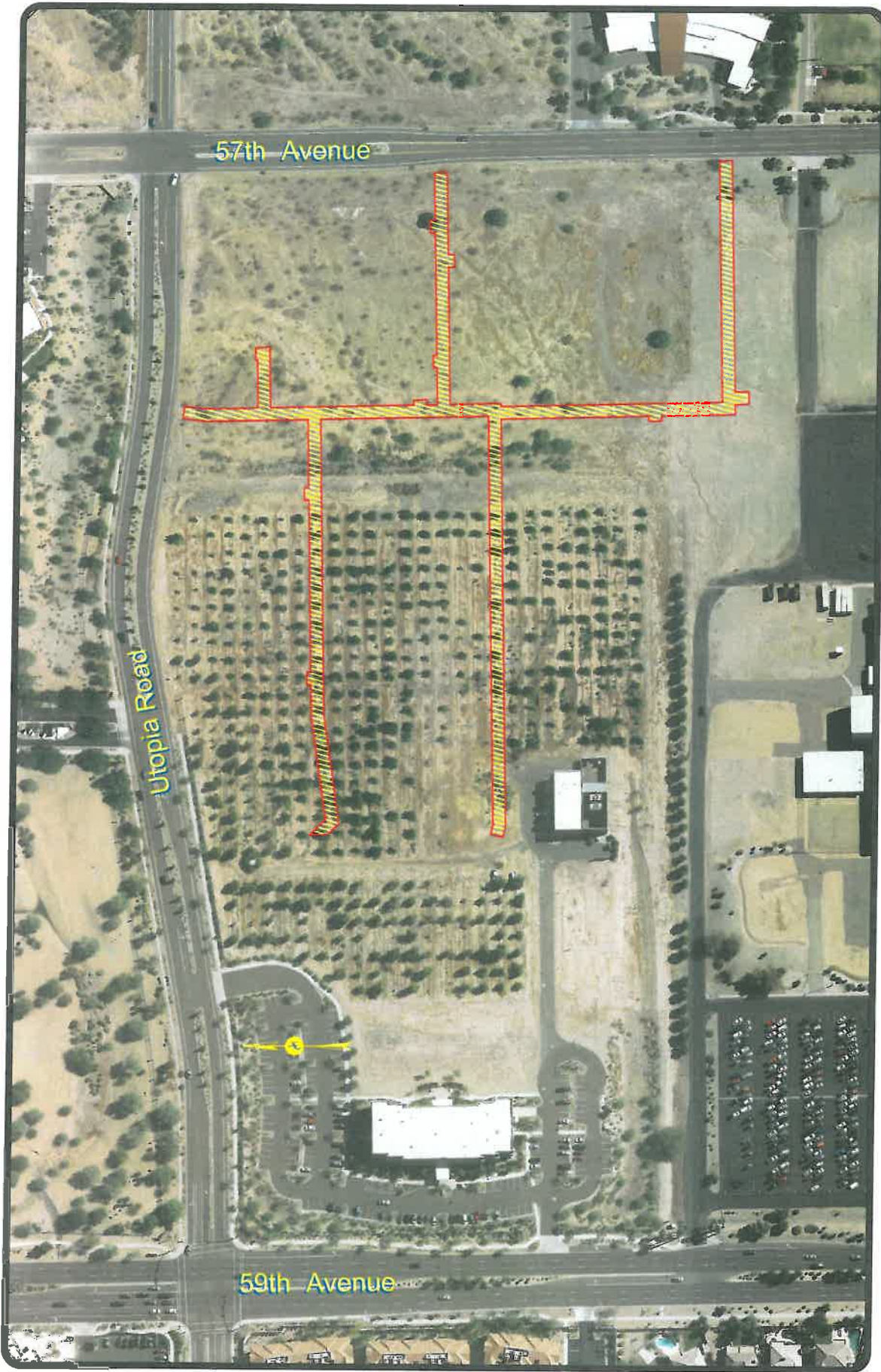
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**NEW WATERLINE EASEMENTS  
AT MIDWESTERN UNIVERSITY**