

**REGULAR MEETING OF THE COMMON COUNCIL
OF THE CITY OF EL MIRAGE
EL MIRAGE CITY COUNCIL CHAMBERS
14010 N. EL MIRAGE ROAD
6:00 PM - TUESDAY, May 5, 2015**

Members of the El Mirage City Council will attend either in person or by telephone conference call. Please silence all electronic communication devices (including cell phones and pagers) before the meeting is called to order. Thank you.

Note: The Common Council of the City of El Mirage, by a duly passed motion, may vote in public session to adjourn to executive session on any agenda item in conformation with A.R.S. Section 38.431.03 including legal advice from the City Attorney.

Agenda

I. ROLL CALL

Mayor Lana Mook
Councilmember Roy Delgado
Councilmember Jack Palladino
Councilmember David Shapera

Vice Mayor Joe Ramirez
Councilmember Bob Jones
Councilmember Lynn Selby

II. CALL TO ORDER

Pledge of Allegiance
Moment of Silence
Silence Cell Phones & Pagers

III. PRESENTATION

PI. Presentation outlining past utility rate actions (Finance)

IV. PROCLAMATION

PR1. Proclamation to declare May 10 – 16, 2015 as National Police Week (Police)

PR2. Proclamation to declare May 17 – 23, 2015 at National Public Works Week (Public Works)

V. CALL TO THE PUBLIC

Citizens desiring to speak on a matter that IS NOT on this agenda may do so at this time. Comments shall be limited to three (3) minutes per person and shall be addressed to the City Council as a whole. At the conclusion of the Call to the Public, individual City Council Members may (1) respond to criticism made by those who have spoken (2) direct staff to review or respond to the matter, and/or (3) direct that the matter be put on a future agenda.

VI. CONSENT AGENDA

All items listed under the Consent Agenda will be voted on with one motion. If discussion is desired regarding any Consent Agenda Item, that item will be removed from the Consent Agenda and voted on separately.

1. Consideration and action approving the minutes of the Regular Council Meeting held Tuesday, April 21, 2015. (City Clerk)
2. Consideration and action to authorize membership renewal in the Arizona Metropolitan Trust (“the Trust”). (Human Resources)
3. Consideration and action to approve Resolution R15-05-08 declaring as public record that certain document titled Ordinance O15-04-04 to convey real property, located in the Cactus Park Estates subdivision to the Cactus Park Estates Homeowners Association. (Development and Community Services)

VII. REGULAR AGENDA

- A. Consideration and action to adopt Resolution R15-05-07 providing for all matters necessary for the sale and issuance of not to exceed \$2,000,000 aggregate principal amount of general obligation bonds of the City and delegating to the City Finance Director the authority to determine certain matters necessary in connection therewith. (Finance Department)
- B. Consideration and action authorizing the City Manager to enter into an architectural services agreement with Architekton to design the new City Hall (Project No. EM15-F01) in an amount not to exceed \$678,887.00. (Development and Community Services)
- C. Continuance from April 21, 2015 of the public hearing, closure of public hearing, followed by Council’s consideration and action for GPA14-05-25, a major amendment to the 2010 General Plan, proposing to change Transit Oriented Development to Residential at the NW & NE corners of Grand Avenue and Thompson Ranch Road. (Development and Community Services)
- D. Public hearing, closure of public hearing, followed by Councils’ consideration and action to recommend to the Arizona Department of Liquor Licenses & Control approval of an application for a sampling license for Shell #115 at 12170 N. El Mirage Road. (Police Department)

VIII. EXECUTIVE SESSION

- E. Consideration and action to adjourn into executive session for discussion and consultation for legal advice with the City Attorney in accordance with A.R.S. § 38-432.03 A. 3. (Administration)

IX. CITY MANAGER SUMMARY OF CURRENT EVENTS

The City Council may not discuss or act upon any matter in the City Manager’s summary unless the specific matter is properly noticed for legal action.

X. MAYOR’S COMMENTS and COUNCIL SUMMARY OF CURRENT EVENTS

The Mayor and City Council may not discuss or act upon any matter in the summary unless the specific matter is properly noticed for legal action.

XI. ADJOURNMENT

Accommodations for Individuals with Disabilities - Alternative format materials, sign language interpretation, assistive listening devices or interpretation in languages other than English are available upon 72 hours advance notice through the Office of the City Clerk, 12145 NW Grand Avenue, El Mirage, Arizona, (623) 876-2943, TDD (623)933-3258, or FAX (623) 876-4603. To the extent possible, additional reasonable accommodations will be made available within the time constraints of the request.

AFFIDAVIT OF POSTING – CITY COUNCIL MEETING OF MAY 5, 2015

I hereby certify that this agenda was posted by 5:00 p.m. on May 1, 2015 at the following locations: 1) City of El Mirage Exterior Bulletin Board, 12145 N.W. Grand Avenue and 2) the City of El Mirage website at www.cityofelmirage.org.


Sharon Antes, City Clerk

REQUEST FOR COUNCIL ACTION

DATE SUBMITTED: <u>04/29/2015</u>	TYPE OF ACTION: ___ RESOLUTION # _____ ___ ORDINANCE # _____ <input checked="" type="checkbox"/> OTHER: Presentation	SUBJECT: Presentation outlining past utility rate actions
DATE ACTION REQUESTED: <u>05/05/2015</u>		
<input checked="" type="checkbox"/> REGULAR ___ CONSENT ___ WORK STUDY ___ SPECIAL		

TO: Mayor and Council
FROM: Robert Nilles – Finance Director
RECOMMENDATION: Presentation Only
PROPOSED MOTION: N/A
ATTACHMENTS: N/A

DISCUSSION: This presentation will serve as a refresher of utility rate actions approved by Council since 2010 when Red Oak Consulting was authorized to conduct an independent assessment of the existing rates, fees, revenue generation, and full cost recovery for water, sewer, and sanitation services.

FISCAL IMPACT: None

DEPARTMENT LINE ITEM ACCOUNT: None

BALANCE IN LINE ITEM IF APPROVED: None

Finance Director:

 Robert Nilles 5/1/15
 Date

Approved as to form:

 Robert M. Hall, City Attorney 5/1/15
 Date

City Manager:

 Dr. Spencer A. Isom 5/1/15
 Date

REQUEST FOR COUNCIL ACTION

DATE SUBMITTED: 04/30/2015	TYPE OF ACTION: <input type="checkbox"/> RESOLUTION # _____ <input type="checkbox"/> ORDINANCE # _____ <input checked="" type="checkbox"/> OTHER: Proclamation	SUBJECT: Proclamation to declare May 10 – 16, 2015 as National Police Week.
DATE ACTION REQUESTED: 05/05/2015		
<input checked="" type="checkbox"/> REGULAR <input type="checkbox"/> CONSENT <input type="checkbox"/> WORK STUDY <input type="checkbox"/> SPECIAL		

TO: Mayor and Council
FROM: Steven Campbell, Police Chief <i>by James A. McDonald</i>
RECOMMENDATION: N/A
PROPOSED MOTION: N/A
ATTACHMENTS: Proclamation

DISCUSSION: In 1962, federal legislation was signed by President John F. Kennedy designating May 15th as Peace Officers' Memorial Day, and the week in which May 15 falls as National Police Week. The law was amended in 1994 directing that the flag of the United States be displayed at half-staff on all government buildings on May 15th each year.

FISCAL IMPACT: N/A

DEPARTMENT LINE ITEM ACCOUNT: N/A

BALANCE IN LINE ITEM IF APPROVED: N/A

Finance Director:

Robert Nilles
Robert Nilles

5/1/15
Date

Approved as to form:

Robert M. Hall
Robert M. Hall, City Attorney

5/1/15
Date

City Manager:

Dr. Spencer A. Isom
Dr. Spencer A. Isom

5/1/15
Date

Proclamation

National Police Week

May 10 – 16, 2015

WHEREAS, The Congress and President of the United States have designated May 15th as Peace Officers' Memorial Day, and the week in which May 15th falls as National Police Week; and

WHEREAS, the members of the El Mirage Police Department play an essential role in safeguarding the rights and freedoms of the citizens of the City of El Mirage; and

WHEREAS, it is important that all citizens know and understand the duties, responsibilities, hazards, and sacrifices of their law enforcement agency, and that members of our law enforcement agency recognize their duty to serve the people by safeguarding life and property, by protecting them against violence and disorder, and by protecting the innocent against deception and the weak against oppression; and

WHEREAS, the men and women of the El Mirage Police Department unceasingly provide a vital public service;

NOW, THEREFORE, I, Mayor of the City of El Mirage, call upon all the citizens of El Mirage and upon all patriotic, civic and educational organizations to observe the week of May 10 -16, 2015, as Police Week with appropriate ceremonies and observances in which all of our people may join in commemorating law enforcement officers, past and present, who, by their faithful and loyal devotion to their responsibilities, have rendered a dedicated service to their communities and, in so doing, have established for themselves an enviable and enduring reputation for preserving the rights and security of all citizens.

I further call upon all the citizens of El Mirage to observe Friday, May 15, 2015 as Peace Officers' Memorial Day in honor of those law enforcement officers who, through their courageous deeds, have made the ultimate sacrifice in service to their community or have become disabled in the performance of duty, and let us recognize and pay respect to the survivors of our fallen heroes.

IN WITNESS THEREOF, I, Mayor Lana Mook, have here unto set my hand and cause the Seal of the City of El Mirage to be affixed this 5th day of May, 2015.

Lana Mook, Mayor

CITY OF EL MIRAGE

Proclamation

Whereas, public works services provided in our community are an integral part of our citizens' everyday lives; and

Whereas, the support of an understanding and informed citizenry is vital to the efficient operation of public works systems and programs such as water, sewers, environmental programs, streets and parks, facilities, fleet, information technology and customer service; and

Whereas, the health, safety and comfort of this community greatly depends on these facilities and services; and

Whereas, the quality and effectiveness of these facilities, as well as their planning, design, and construction, are vitally dependent upon the efforts and skill of public works officials; and

Whereas, the efficiency of the qualified and dedicated professional personnel who staff public works departments are materially influenced by the people's attitude and understanding of the importance of the work they perform,

*Now, therefore, I, Lana Mook
Mayor of the City of El Mirage do hereby proclaim the week of May 17-23, 2015 as*

“National Public Works Week”

in the City of El Mirage and I call upon all citizens and civic organizations to acquaint themselves with the issues involved in providing our public works and to recognize the contributions which public works officials make every day to our health, safety, comfort, and quality of life.

*Given under my hand and Seal of the City of El Mirage,
Arizona, this ____ day of May, 2015.*

Lana Mook, Mayor

Attest:

Sharon Antes, City Clerk

REQUEST FOR COUNCIL ACTION

DATE SUBMITTED: 04/24/2015	TYPE OF ACTION:	SUBJECT: Consideration and action to approve minutes of the Regular Council Meeting held Tuesday, April 21, 2015.
DATE ACTION REQUESTED: 05/05/2015	<input type="checkbox"/> RESOLUTION # _____	
<input type="checkbox"/> REGULAR <input checked="" type="checkbox"/> CONSENT	<input type="checkbox"/> ORDINANCE # _____	
<input checked="" type="checkbox"/> OTHER: Approval of Minutes		

TO: Mayor and Council
FROM: Sharon Antes, City Clerk <i>Sharon</i>
RECOMMENDATION: Approve minutes from the April 21, 2015 Regular Council meeting.
PROPOSED MOTION: I move to approve the minutes of the April 21, 2015 Council meeting as presented.
ATTACHMENTS: Draft Minutes

DISCUSSION: Draft minutes are attached for Council's review and approval.

FISCAL IMPACT: N/A

DEPARTMENT LINE ITEM ACCOUNT: N/A

BALANCE IN LINE ITEM IF APPROVED: N/A

Finance Director:

Robert Nilles
Robert Nilles

5/1/15
Date

Approved as to Form:

Robert M. Hall 5/1/15
Robert M. Hall Date

City Manager:

Spencer A. Isom
Dr. Spencer A. Isom

5/1/15
Date

**REGULAR MEETING OF THE COMMON COUNCIL
OF THE CITY OF EL MIRAGE
EL MIRAGE CITY COUNCIL CHAMBERS
14010 N. EL MIRAGE ROAD
6:00 PM - TUESDAY, April 21, 2015**

Minutes

I. ROLL CALL

Present: Mayor Lana Mook, Vice Mayor Joe Ramirez, Councilor Roy Delgado, Councilor Bob Jones, Councilor Jack Palladino, Councilor Lynn Selby, Councilor David Shapera

II. CALL TO ORDER

The meeting was called to order at 6:00 PM.
Pledge of Allegiance
Moment of Silence
Silence Cell Phones & Pagers

III. PRESENTATION

President and CEO Chris Camacho arrived at 6:15; Deputy City Manager Larry Dobrosky presented Regular Agenda Items A and B prior to this presentation.

- P1.** Presentation by the Greater Phoenix Economic Council (GPEC) on regional economic development activities and competitiveness (Development/Community Services)

Economic Development Specialist Tom Doyle introduced GPEC President and CEO Chris Camacho. Mr. Doyle believes the partnership with GPEC is a good relationship for the City of El Mirage. GPEC is recognized nationally for their regionalism and Mr. Camacho is greatly respected with an impressive record.

Mr. Camacho reported GPEC represents 22 cities in the metropolitan area. Their goal is no longer just about costs because it is important to provide talent necessary to attract businesses. They are focused on job creation to increase capital wealth. Twenty-four companies have been added to the GPEC community. Companies are looking for Shovel Ready sites that have titled lands and infrastructure (power, water, gas, and sewer). Mega Sites are large parcels of land controlled by a single owner with most infrastructure delivered to site. GPEC actively promotes shovel-ready sites and mega sites to Developers. Their FY 2016 planning activities include solidifying their reputation as a Best-In-Class Economic Development Organization. In Marketing and Communications, they will enhance GPEC's web presence, create a targeted digital campaign for California, construct a digital warehouse, host in-bound national media tours and scale GPEC's media strategy.

IV. PROCLAMATIONS

- PR1.** Proclamation to support the 77th anniversary of the United States Merchant Marine (Administration)

Intergovernmental Manager Amber Wakeman introduced this Proclamation stating since 1775 merchant mariners have bravely served our County and in 1936 the Merchant Marine Act officially established their role in our military as a wartime naval auxiliary. Merchant mariners have served in every conflict in our Nation's history providing crucial supplies and equipment. These brave men and women demonstrate courage, love of Country, and devotion to duty and willing to make the ultimate sacrifice. The United States is safer and the world is more peaceful because of the work of our merchant mariners.

Mayor Mook proclaimed the support of the 77th Anniversary of the United States Merchant Marines.

- PR2.** Proclamation to support PowerTalk 21® Day, April 21, 2015 (Police)

Assistant Police Chief Terry McDonald presented this Proclamation recognizing the importance of parents talking with their teens about alcohol. High school students who use alcohol or other substances are five times more likely to drop out of school or believe good grades are not important. Teen alcohol use kills 4,700 people each year, more than all other illegal drugs combined. Parents are the primary influence when it comes to decisions about drinking alcohol.

Mayor Mook proclaimed April 21, 2015 PowerTalk 21® Day.

- PR3.** Proclamation declaring the month of May 2015 as Building Safety Month (Fire & Building Safety)

Building Official Mary Dickson presented this Proclamation sponsored by the International Code Council to remind the public about the critical role of a community's largely unknown guardians of public safety, local code officials, who assure us of safe, efficient and livable buildings.

Mayor Mook proclaimed May 2015 Building Safety Month.

V. CALL TO THE PUBLIC

Citizens desiring to speak on a matter that IS NOT on this agenda may do so at this time. Comments shall be limited to three (3) minutes per person and shall be addressed to the City Council as a whole. At the conclusion of the Call to the Public, individual City Council Members may (1) respond to criticism made by those who have spoken (2) direct staff to review or respond to the matter, and/or (3) direct that the matter be put on a future agenda.

Resident Lupe Cisneros thanked the Police Department for their prompt responses when recently called upon. He stated he believes it is unfortunate when the public does not say anything about the good things that happen. He also invited the Mayor and Council and key staff to attend the Pueblo Futuro HOA Annual Meeting on May 15, 2015. Dr. Isom reported all invitations were given to Council and invited Staff.

VI. CONSENT AGENDA

All items listed under the Consent Agenda will be voted on with one motion. If discussion is desired regarding any Consent Agenda Item, that item will be removed from the Consent Agenda and voted on separately.

1. Consideration and action approving the minutes of the Regular Council Meeting held Tuesday, March 17, 2015. (City Clerk)
2. Consideration and action to approve the destruction of municipal documents that have reached the end of their retention period as authorized under A.R.S. §41-151.19. (City Clerk)

Vice Mayor Ramirez moved to approve all items listed on the Consent Agenda as presented; seconded by Councilor Delgado. Motion carried unanimously (7/0).

VII. REGULAR AGENDA

- A. Consideration and action to authorize purchase and installation of six play structures in various City pocket parks from Sunstate Recreation under The Cooperative Purchasing Network (TCPN) contract #5201 in an amount not to exceed \$139,148. (Public Works)

Deputy City Manager Larry Dobrosky presented Recreation, Facilities and Vehicle Maintenance Supervisor Nick Russo to discuss the six parks (Brown Family Park, Dahlia Park, Dreyfus Park, Buena Vida Park, Veteran's Park and Charter Oak Park) included in this contract. This is an approved capital project for FY 2015/16 that will completely remove existing structures, surfaces and footings. New play structures will be installed. The sand surface will be upgraded to wood chip surface to meet ADA compliance.

Mr. Dobrosky reported that while this project is scheduled for FY 2015/16, one HOA has offered to contribute and will allow this project to be moved forward with completion anticipated for summer of 2015. Mr. Martin Neffs was introduced to Council, representing Cactus Park Homeowners' Association. He remarked on the great relationship the HOA has with the City and presented the Mayor with a check in the amount of \$32,423.18.

Councilman Delgado asked about the warranty and was advised by Mr. Dobrosky the equipment has a 10-year warranty.

Councilor Jones stated he is impressed the City periodically evaluates these parks and updates them when necessary.

Vice Mayor Ramirez moved to authorize purchase and installation of six play structures in various City pocket parks from Sunstate Recreation under the Cooperative Purchasing Network (TCPN) contract #5201 in an amount not to exceed \$139,148; seconded by Councilor Delgado. Motion carried unanimously (7/0).

- B. Consideration and action to authorize the City Manager to enter into a contract with Felix Construction under City of Peoria JOC contract #ACON18313B in an amount not to exceed \$163,000 for services needed to repair the Dietz Crane well. (Public Works)

Mr. Dobrosky explained the needs required for the Dietz Crane well resulted from regular well evaluations. This Job Order Contract will include extensive repair work by Felix Construction who the City has done business with in the past. Utilities Supervisor Shane Swartwout was present to answer technical questions.

Councilor Delgado asked if the loop system will continue to provide the correct amount of water pressure; Mr. Swartwout reported Dietz Crane well is currently out of operation and water pressure is maintained.

Councilor Jones asked for the time frame to complete repairs and was advised by Mr. Swartwout said repairs could take from two days to two weeks.

Vice Mayor Ramirez moved to authorize the City Manager to enter into a contract with Felix Construction under City of Peoria JOC Contract #ACON18313B in an amount not to exceed \$163,000 for services needed to repair the Dietz Crane Well; seconded by Councilor Delgado. Motion carried unanimously (7/0).

- C. Continuance from March 3, 2015 of the public hearing, closure of public hearing, followed by Council's consideration and action for GPA14-05-25, a major amendment to the 2010 General Plan, proposing to change Transit Oriented Development to Residential at the NW & NE corners of Grand Avenue and Thompson Ranch Road. (Development and Community Services)

Mayor Mook opened the Public Hearing. City Attorney Bob Hall reported the litigation teams and attorneys are continuing to work on negotiating a settlement agreement, therefore, this Public Hearing needs to be continued again to the next meeting to be held May 5, 2015. The formal letter from the Thompson Ranch Partners attorney requesting the continuance will be received and added as a matter of record to these minutes.

Mayor Mook closed the Public Hearing.

Vice Mayor Ramirez moved to continue the Public Hearing for a major amendment to the 2010 General Plan, proposing to change Transit Oriented Development to Residential at the NW & NE corners of Grand Avenue and Thompson Ranch Road until May 5, 2015; seconded by Councilor Palladino. Motion carried unanimously (7/0).

- D. Consideration and action to approve Ordinance O15-04-04 authorizing the City Manager to execute quit claim deeds to convey certain parcels of City property within the Cactus Park Estates. (Development and Community Services)

Development and Community Services Director/City Engineer Jorge Gastelum presented maps indicating the location of five Cactus Park Estates monuments. Pursuant to A.R.S. §9-407, the City wishes to convey these parcels to the Cactus Park Estates HOA.

Councilor Shapera disclosed his residency in the Cactus Park Estates.

Vice Mayor Ramirez moved to approve Ordinance O15-04-04 authorizing the City Manager to execute quit claim deeds to convey certain parcels of City property within the Cactus Park Estates; seconded by Councilor Delgado. Motion carried unanimously (7/0).

- E. Consideration and action to approve the purchase and installation of Storage Area Network and Backup Equipment from Sentinel Technologies in an amount not to exceed \$51,000 utilizing Arizona State Contract ADSPO12-024651. (Information Technology)

Information Technology Director Tom Bacome explained that this purchase and installation of storage network and backup equipment will allow IT services to grow and expand. This was identified as one of the Capital Projects for FY 2015/16 which will provide two devices, one for City Hall and one for the Police Department. This is a long-term records backup system.

Mayor Mook asked if this included the Court and was informed their system is through the State and not through the City of El Mirage.

Councilor Delgado approved the destruction of paper records and inquired whether this would help reduce the amount of paper required for storage. Mr. Bacome informed he is working with the City Clerk to provide electronic storage and records destruction per retention schedules but it is a separate program from the one being requested.

Vice Mayor Ramirez moved to approve the purchase and installation of Storage Area Network and Backup Equipment from Sentinel Technologies in an amount not to exceed \$51,000 utilizing Arizona State Contract ADSPO12-024651; seconded by Councilor Delgado. Motion carried unanimously (7/0).

- F. Consideration and action to approve the acceptance, if awarded, of Arizona Criminal Justice Commission (ACJC) Crime Victim Assistance grant funds, in the amount of \$32,491 for the Victim Advocate Program. (Police Department)

Assistant Police Chief Terry McDonald presented background for the Victim's Assistance Program. Grant approval will be known in June and this request is to accept the funds if awarded which will approve making the Victim's Assistance Coordinator a full-time position. Victim's Assistant Coordinator Iva Rody stated their case load has increased and the addition of these grant funds will enable the City to move forward and provide more assistance to residents.

Mayor Mook reported she has received phone calls from individuals who have received her assistance.

Councilors Delgado, Jones, Selby and Palladino thanked Ms. Rody for her presentation.

Vice Mayor Ramirez moved to approve the acceptance, if awarded, of Arizona Criminal Justice Commission (ACJC) Crime Victim Assistance grant funds, in the amount of \$32,491 for the Victim Advocate Program; seconded by Councilor Delgado. Motion carried unanimously (7/0).

- G. Consideration and action to approve Resolution R15-04-05 authorizing the City Manager to conduct a 2015 full special (mid-decade) census in El Mirage, if either the City of Phoenix, Mesa, or Tucson decide to conduct a mid-decade census in 2015. (Finance)

Finance Director Robert Nilles reported State Shared Revenues are tied to population figures and funds are allocated based on population using census or mid-decade census. State Shared Funds come from sales tax, income tax, vehicle license tax and Highway User (gasoline) Tax (HURF). No statewide or countywide mid-decade census was proposed for 2015, however there is a possibility that nine cities and towns (who have seen a significant population increase since 2010) tentatively plan to conduct and pay for their own mid-decade census to potentially receive more state shared revenue. Mr. Nilles then reviewed current State Shared Revenues by individual municipal population. The cost of a mid-decade census would include fees to apply to the U.S. Census Bureau, and costs for census takers, materials, advertising and support services totaling approximately \$70,214. Mr. Nilles reported a potential solution could be to adopt the 2014 or 2015 estimated population numbers rather than using the 2010 census figures. He stated tonight's request is adopt a resolution permitting the City Manager to engage in a special mid-decade census only if the cities of Mesa, Phoenix, or Tucson participate. If they do not conduct a mid-decade census, no action will be taken. Basically, the City needs to spend money to conduct a census to not lose as much money through State shared revenues. Every resident counts.

Mayor Mook asked by what date do cities have to decide whether to conduct a census and was advised by Mr. Nilles there is not a fixed date but if a census is conducted, it must be completed and reported to the census by March 2016.

Vice Mayor Ramirez stated there are fewer unoccupied homes and new home construction in El Mirage. He and Councilor Delgado wondered if population could be determined by using utility billings or the number of water meters times a 2.7/household estimate. Dr. Isom reported those could perhaps show an increase but revenues for all cities are based on independent calculations for all cities, such as a census, and the unknown depends on the number of people responding. There is one pot of money for all the cities and if a census determines some cities have grown and funds are reallocated, that simply means funds are reallocated downward for the remaining cities. Dr. Isom recommended caution, patience, and readiness to determine what could have the most negative impact on the City's state shared revenues in the future; larger cities conducting a mid-decade census will be the determining factor in the necessity for the City to become involved.

Vice Mayor Ramirez moved to approve Resolution R15-04-05 authorizing the City Manager to conduct a 2015 full special (mid-decade) census in El Mirage, if the City of Phoenix, Mesa, or Tucson decides to conduct a mid-decade census in 2015; seconded by Councilor Delgado. Motion carried unanimously (7/0).

VIII. CITY MANAGER SUMMARY OF CURRENT EVENTS

The City Council may not discuss or act upon any matter in the City Manager's summary unless the specific matter is properly noticed for legal action.

Dr. Isom reported that the last Special Event before the summer break will be the Cinco de Mayo Fiesta at Gentry Park, Friday, May 1st from 5-9 PM. Admission is FREE, so he encouraged all to come and enjoy this event before the summer break.

He introduced Assistant Police Chief Terry McDonald who advised Council that two years ago Officers Chris Culp and Jason Vargas, along with Volunteer Johnny Juarta, presented him with the request to move forward with an Explorers' Program. Acting Sgt. Culp then reported on the recent competition in held in California that included six members of the now active Explorers' program. The competition included crime scene investigation, high risk vehicle stops, active shooter, alley shooting gallery, tubular assault, 5-man hostage event, suspicious person, warrant service, rock climbing, bear cat pull and 3-mile run. The City took third place in the 3-mile run and fifth place in the sharpshooter event out of 29 participating associations.

Fire Chief Jim Wise presented four new fire fighters: Cesar Urena, Quinton Jones, Michael Brenham and Carl Markowski. He thanked Human Resources

Director Sandy King and her staff, Dawn Hailey and Vicki Chavez, for their assistance in the selection process.

Dr. Isom also commended the Human Resources Department for their efforts on behalf of the City of El Mirage.

IX. MAYOR’S COMMENTS and COUNCIL SUMMARY OF CURRENT EVENTS

The Mayor and City Council may not discuss or act upon any matter in the summary unless the specific matter is properly noticed for legal action.

Councilor Delgado reported the Board of Supervisors’ April 11th meeting was moved to May 22nd which is when the CDBG funds for water lines in El Mirage will be addressed. He also attended the Library Citizen’s Advisory Meeting and reported many libraries are being upgraded; the City of El Mirage has already been upgraded last year.

Vice Mayor Ramirez reported on the Police Department workshop on held the previous Saturday and reported he was most impressed with learning the information and details of what our police officers deal with on a daily basis. He also thanked Dr. Isom for bringing this diverse community together with the new employees coming to the City of El Mirage.

Councilor Jones reported he also attended the Police Department workshop and learned a great deal regarding Tasers. He too welcomed the four new Firefighters.

Mayor Mook also the Saturday workshop at the Police Department and stated they presented extensive education regarding use of force by police officers and found the presentation “amazing.”

X. ADJOURNMENT

The meeting was adjourned at 7:44 PM.

Lana Mook, Mayor

ATTESTED BY:

Sharon Antes, City Clerk

I hereby certify the aforementioned minutes are a true and accurate record of the Regular City of El Mirage City Council Meeting held on April 21, 2015 and a quorum was present.

Sharon Antes, City Clerk

REQUEST FOR COUNCIL ACTION

DATE SUBMITTED: <u>04/27/2015</u> DATE ACTION REQUESTED: <u>05/05/2015</u> <input type="checkbox"/> REGULAR <input checked="" type="checkbox"/> CONSENT <input type="checkbox"/> WORK STUDY <input type="checkbox"/> SPECIAL	TYPE OF ACTION: <input checked="" type="checkbox"/> RESOLUTION # <u>R15-05-06</u> <input type="checkbox"/> ORDINANCE # _____ <input type="checkbox"/> OTHER: _____	SUBJECT: Consideration and action to authorize renewal membership in the Arizona Metropolitan Trust ("the Trust").
---	--	---

TO: Mayor and Council
FROM: Sandra King, IPMA-CP, SPHR, Human Resources Director 
RECOMMENDATION: To approve renewal of membership in the Trust.
PROPOSED MOTION: I move to approve renewal of membership in the Trust.
ATTACHMENTS: Resolution R15-05-06

DISCUSSION: The City of El Mirage is currently a Participating Entity in the Arizona Metropolitan Trust ("the Trust"), in which the Council approved membership by Resolution R12-02-08 effective July 01, 2012. The City's current term of membership ends on June 30, 2015. The Trust's Board of Trustees has offered a renewal membership to El Mirage commencing July 01, 2015. The City of El Mirage wishes to renew its participation in the Trust for a three (3) year membership period commencing July 01, 2015 and terminating June 30, 2018. Renewal of the City's membership in the Trust will serve the interest of the City and its employees.

FISCAL IMPACT: N/A

DEPARTMENT LINE ITEM ACCOUNT: N/A

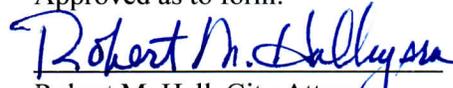
BALANCE IN LINE ITEM IF APPROVED: N/A

Finance Director:


Robert Nilles

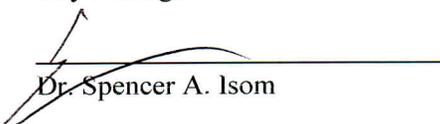
5/1/15
Date

Approved as to form:


Robert M. Hall, City Attorney

5/1/15
Date

City Manager:


Dr. Spencer A. Isom

5/1/15
Date

RESOLUTION R15-05-06

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF EL MIRAGE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE RENEWAL MEMBERSHIP IN THE ARIZONA METROPOLITAN TRUST (“THE TRUST”)

WHEREAS, the City of El Mirage is currently a Participating Entity in “the Trust”; and

WHEREAS, the Council approved membership on February 21, 2012, by Resolution R12-02-08 effective July 01, 2012; and

WHEREAS, the City’s current term of membership as a Participating Entity expires on June 30, 2015; and

WHEREAS, the Trust’s Board of Trustees has offered a renewal membership to El Mirage commencing July 01, 2015; and

WHEREAS, the City of El Mirage wishes to renew its participation in the Trust for a three (3) year membership period commencing July 01, 2015 and terminating June 30, 2018; and

WHEREAS, renewal of the City’s membership in the Trust will serve the interest of the City and its employees,

NOW, THEREFORE IT IS RESOLVED AS FOLLOWS:

Section 1. The El Mirage City Council hereby authorizes renewal of the City’s membership in Arizona Metropolitan Trust, “the Trust” for the period commencing July 01, 2015 and terminating June 30, 2018.

APPROVED AND ADOPTED by the City Council this 5th day of May, 2015.

Lana Mook, Mayor

ATTEST:

APPROVED AS TO FORM:

Sharon Antes, City Clerk

Robert M. Hall, City Attorney

RESOLUTION R15-05-08

A RESOLUTION OF MAYOR AND COUNCIL OF THE CITY OF EL MIRAGE, ARIZONA, DECLARING AS PUBLIC RECORD THAT CERTAIN DOCUMENT TITLED ORDINANCE O15-04-04 TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO FACILITATE THE CONVEYANCE OF CERTAIN REAL PROPERTY, LOCATED IN THE CACTUS PARK ESTATES SUBDIVISION AND AS MORE PARTICULARLY DESCRIBED HEREIN, TO THE CACTUS PARK ESTATES HOMEOWNERS ASSOCIATION.

WHEREAS, Arizona Revised Statutes §9-802 provides a procedure whereby a municipality may enact the provisions of a code or public record by reference, without setting forth such provisions, provided that the adopting ordinance is published in full.

WHEREAS, the City owns certain parcels in the Cactus Park Estates subdivision, northeast and southeast of Dysart Road and Parque Del Sol Boulevard, northwest and northeast of Cactus Road and 129th Avenue, and northwest of Cactus Road and 127th Avenue, which have been used as green space areas; and,

WHEREAS, the City has maintained these certain parcels for the last several years; and,

WHEREAS, the City finds that it would be in the best interest of the City to convey parts of its parcels to the Cactus Park Estates Homeowners Association to the Cactus Park Estates Homeowners Association; and,

WHEREAS, the Cactus Park Estates Homeowners Association has donated property and/or services to the City; and,

WHEREAS, the Cactus Park Estates Homeowners Association is willing to accept the parcels from the City; and,

WHEREAS, such exchange is made pursuant to A.R.S. § 9-407,

NOW, THEREFORE BE IT RESOLVED, by the City Council of the City of El Mirage Arizona:

Section 1. That it is the intent of the City Council to exchange and convey the above referenced properties described in the attached exhibits and made a part of this Resolution, to the Cactus Park Estates Homeowners Association, and.

Section 2. That the Mayor and the City Manager be and are hereby authorized to execute any and all documents necessary to facilitate the exchange and conveyance of the above referenced properties and to take any and all other actions necessary and proper to carry out the purpose and intent of this Resolution.

PASSED AND ADOPTED this 5th day of May 2015.

Lana Mook, Mayor

ATTEST:

APPROVED AS TO FORM:

Sharon Antes, City Clerk

Robert M. Hall, City Attorney

ORDINANCE O15-04-04

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF EL MIRAGE, MARICOPA COUNTY, ARIZONA, TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO FACILITATE THE CONVEYANCE OF CERTAIN REAL PROPERTY, LOCATED IN THE CACTUS PARK ESTATES SUBDIVISION AND AS MORE PARTICULARLY DESCRIBED HEREIN, TO THE CACTUS PARK ESTATES HOMEOWNERS ASSOCIATION.

WHEREAS, the City owns certain parcels in the Cactus Park Estates subdivision, northeast and southeast of Dysart Road and Parque Del Sol Boulevard, northwest and northeast of Cactus Road and 129th Avenue, and northwest of Cactus Road and 127th Avenue, which have been used as green space areas; and,

WHEREAS, the City has maintained these certain parcels for the last several years; and,

WHEREAS, the City finds that it would be in the best interest of the City to convey parts of its parcels to the Cactus Park Estates Homeowners Association; and,

WHEREAS, the Cactus Park Estates Homeowners Association has donated property and/or services to the City; and,

WHEREAS, the Cactus Park Estates Homeowners Association is willing to accept the parcels from the City; and,

WHEREAS, such exchange is made pursuant to A.R.S. § 9-407;

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of El Mirage:

1. That it is the intent of the City Council to exchange and convey the above referenced properties described in the attached exhibits and made a part of this Ordinance, to the Cactus Park Estates Homeowners Association, and
2. That the Mayor and the City Manager be and are hereby authorized to execute any and all documents necessary to facilitate the exchange and conveyance of the above referenced properties and to take any and all other actions necessary and proper to carry out the purpose and intent of this Ordinance.

APPROVED AND ADOPTED by the El Mirage Mayor and City Council this 21st day of April, 2015.

Lana Mook, Mayor

ATTEST:

APPROVED AS TO FORM:

Sharon Antes, City Clerk

Robert Hall, City Attorney



MONUMENT PARCELS LOCATION MAP

CACTUS ROAD & DYSART ROAD

DRAWN BY:	B. CHRISTO	02-06-15	SCALE: NTS
REVIEWED BY:			
NO.	REVISION	DATE	
1			
2			





MONUMENT PARCEL NO. 1
APN 509-09-630

DYSART ROAD

PARQUE DEL SOL BLVD

MONUMENT PARCEL NO. 2
APN 509-09-198



City of
EL MIRAGE

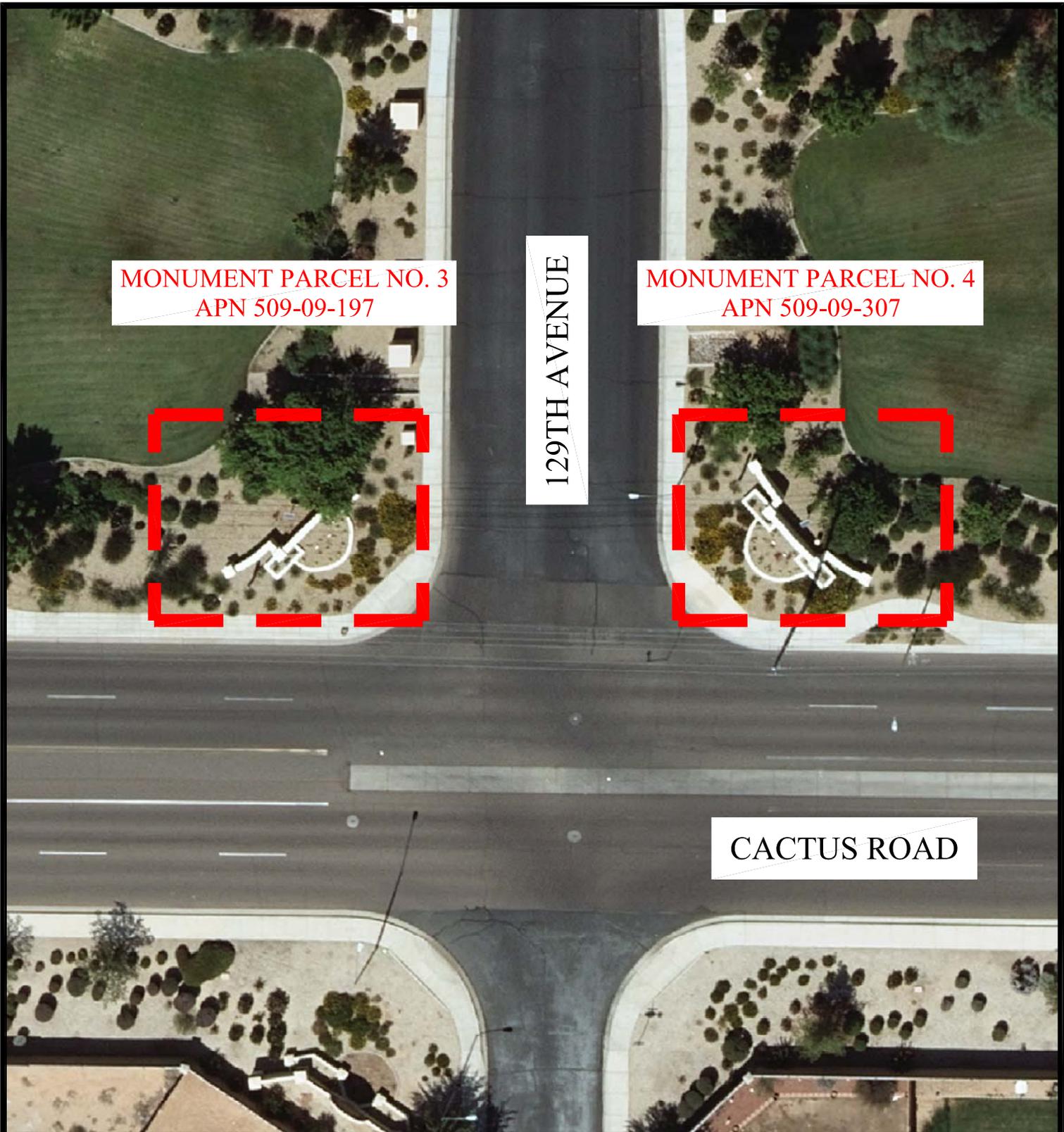
Arizona

GRAND HERITAGE, BRIGHT FUTURE!

MONUMENT PARCELS NO. 1 & 2

DYSART ROAD & PARQUE DEL SOL BLVD

DRAWN BY:	B. CHRISTO	02-06-15	SCALE: NTS
REVIEWED BY:			
NO.	REVISION	DATE	
1			
2			



MONUMENT PARCEL NO. 3
APN 509-09-197

129TH AVENUE

MONUMENT PARCEL NO. 4
APN 509-09-307

CACTUS ROAD



City of
EL MIRAGE

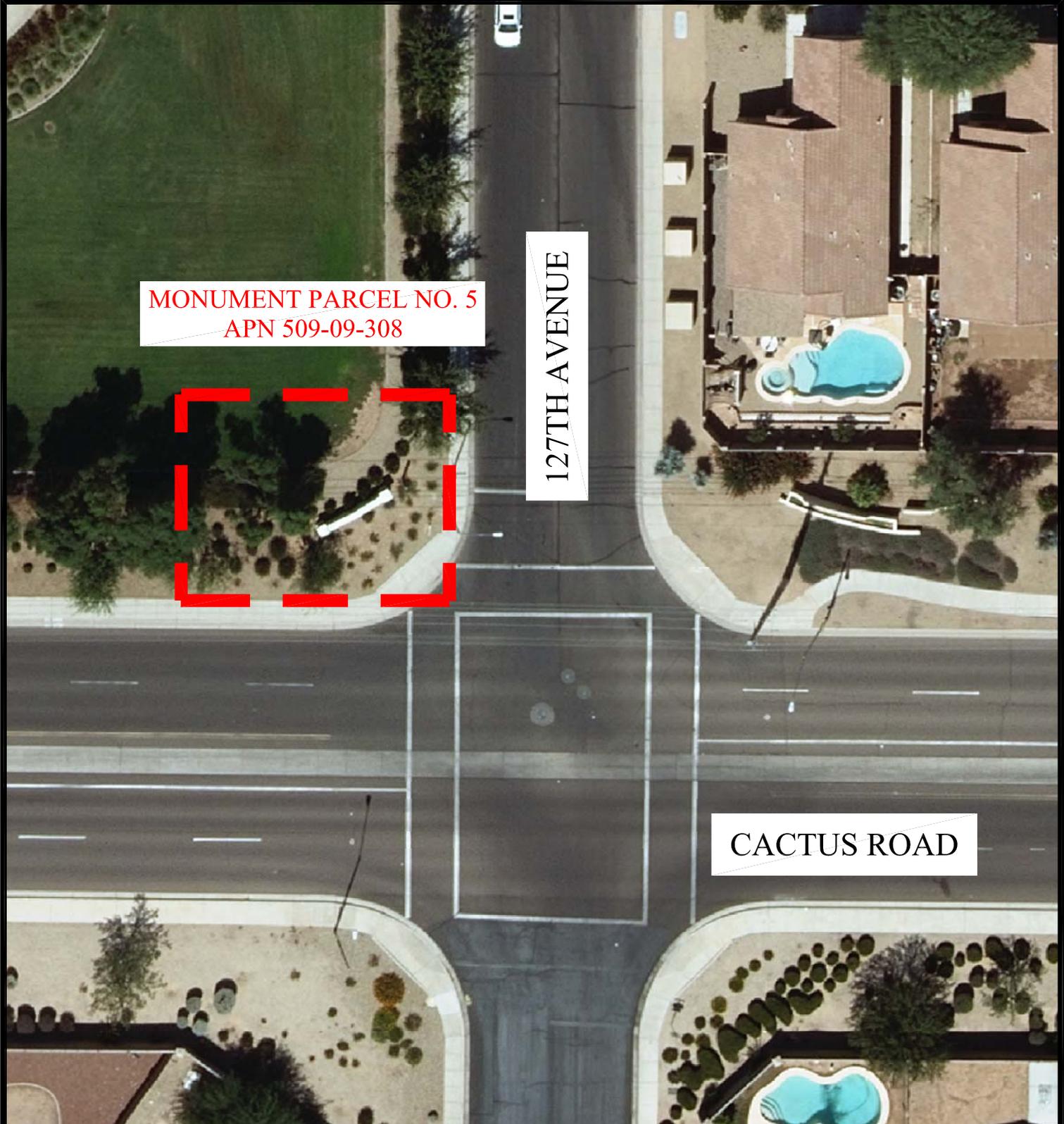
Arizona

GRAND HERITAGE, BRIGHT FUTURE!

MONUMENT PARCELS NO. 3 & 4

CACTUS ROAD & 129TH AVENUE

DRAWN BY:	B. CHRISTO	02-06-15	SCALE: NTS
REVIEWED BY:			
NO.	REVISION	DATE	
1			
2			



MONUMENT PARCEL NO. 5
APN 509-09-308

127TH AVENUE

CACTUS ROAD



MONUMENT PARCEL NO. 5
CACTUS ROAD & 127TH AVENUE

DRAWN BY:	B. CHRISTO	02-06-15
REVIEWED BY:		
NO.	REVISION	DATE
1		
2		

SCALE: NTS

VENDOR: 1422

WESTERN SIGNS & LIGHTING

2/12/13

CHECK NO.
010022

OUR REF. NO.	YOUR INV. NO.	INVOICE DATE	INVOICE AMOUNT	AMOUNT PAID	DISCOUNT TAKEN
561	02-11-13	2/12/13	3,376.65	3,376.65	.00

CACTUS PARK ESTATES HOA Total: 3,376.65

Licensed Arizona
Sign Contractor
ROC # 226994
Bonded
Insured

WESTERN

Signs & Lighting

2452 W. Birchwood Suite 111
Mesa, Arizona 85202
480-831-8600 - Office
480-831-8611 - Fax

Estimate & Contract For Sale Of Sign

Customer:
PREFERRED COMMUNITIES
127th & Cactus
EI Mirage
Att: KORIN HATCH

Price: **\$6,753.30**
(estimated) Permits: ON LAST INVOICE
(estimated) Sales Tax: ON LAST INVOICE
Total: _____

MFG. & INSTALL (1) GROUND SIGN NON ILLUMINATED.

To include CMU, rebar grout mortar, durawal, pumping, control joints
installation of framing, flashing, inbeds anchor bolts.

Clean up site work and placed in dumpster.

CMU sign with cultured stone veneer & foundations

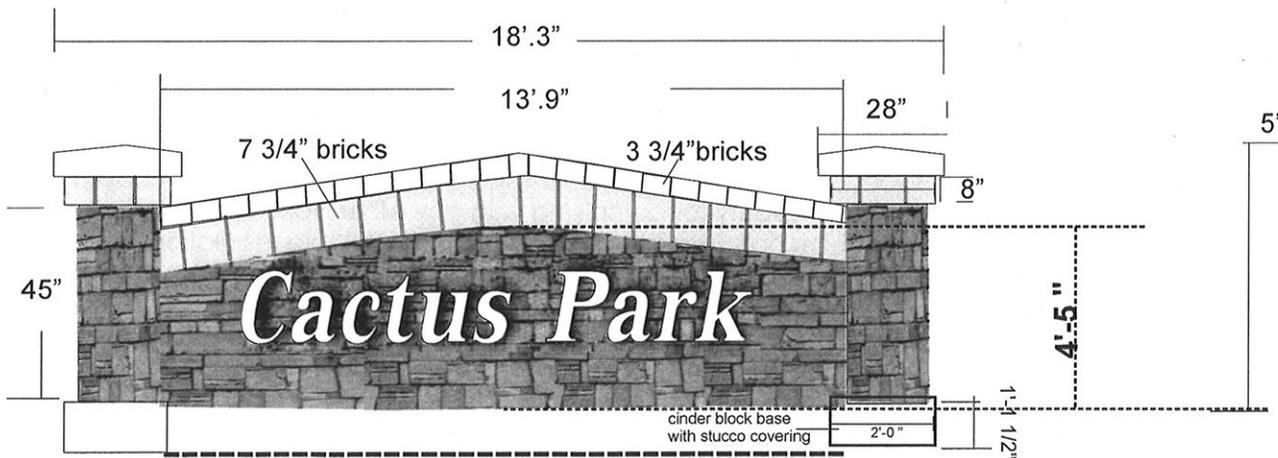
(1) set of RPC letters attached to ground sign face. Font's to match existing fonts.

Letters painted white

Letters to have 2" returns(depth) Letters material, all aluminum construction.

Western Signs to have area Blue staked

Western Signs to procure permits.



Signed: Korin Hatch

Dated: 2/17/13

Signed: Jack Wagner

Dated: 02 11 13

WARRANTY: ONE (1) YEAR PARTS AND LABOR.

CONTRACT REQUIREMENTS: 50% DEPOSIT, PERMIT FEE, SIGNATURE ABOVE AND ON BACK OF CONTRACT.
REMAINDER OF BALANCE DUE ON COMPLETION.

CUSTOMER RESPONSIBILITIES: PRIMARY POWER MUST BE RUN TO WITHIN FIVE FEET (5') OF SIGN AREA.
CUSTOMER ARTWORK MUST BE IN A FORMAT THAT WILL REPRODUCE A SIGN.
WHEN NECESSARY, ARTWORK CHARGES AT \$65 PER HOUR WILL BE ASSESSED

VENDOR: 1422

WESTERN SIGNS & LIGHTING

5/28/13

CHECK NO.
010058

OUR REF. NO.	YOUR INV. NO.	INVOICE DATE	INVOICE AMOUNT	AMOUNT PAID	DISCOUNT TAKEN
611	13-1029	5/28/13	4,257.70	4,257.70	.00

CACTUS PARK ESTATES HOA Total: 4,257.70

WESTERN

Signs & Lighting LLC

2452 W. Birchwood Ave., Bldg. 6, Ste. 111
 Mesa, Arizona 85202
 480-831-8600

INVOICE

Date	Invoice #
5/22/2013	13-1029

Bill To:
Cactus Park Estates HOA c/o Preferred Communities PO Box 5720 Mesa, AZ 85211-5720

Location Work Is Done:
Cactus Park 127th & Cactus El Mirage, AZ 85335

P.O. No.	Terms	Due Date	Rep
	Due on receipt	5/22/2013	JW
Description	Qty	Rate	Amount
Manufacture & Install (1) one ground sign with reverse pan-channel letters. Alta Vista Masonry will provide the brick work for ground sign.		6,753.30	6,753.30T
City of El Mirage Permit		252.00	252.00T
Permit Acquisition Fee		150.00	150.00T
All Work Is Completed. Thank You For Your Business. We Appreciate Your Prompt Payment. A Finance Charge Will Be Assessed After 30 Days		Subtotal	\$7,155.30
		Sales Tax (6.695%)	\$479.05
		Total	\$7,634.35
Fax #	E-mail	Payments/Credits	
480.831.8611	westernsigns@cox.net	Balance Due	\$-3,376.65
			\$4,257.70

VENDOR: 1422

WESTERN SIGNS & LIGHTING

6/13/13

CHECK NO.
010068

OUR REF. NO.	YOUR INV. NO.	INVOICE DATE	INVOICE AMOUNT	AMOUNT PAID	DISCOUNT TAKEN
619	13-1141	6/11/13	1,297.49	1,297.49	.00
620	13-1141A	6/13/13	25.00	25.00	.00

CACTUS PARK ESTATES HOA Total: 1,322.49

WESTERN

Signs & Lighting LLC

2452 W. Birchwood Ave., Bldg. 6, Ste. 111
Mesa, Arizona 85202
480-831-8600

INVOICE

Date	Invoice #
6/11/2013	13-1141

Bill To:
Cactus Park Estates HOA c/o Preferred Communities PO Box 5720 Mesa, AZ 85211-5720

Location Work Is Done:

P.O. No.	Terms	Due Date	Rep
	Due on receipt	6/11/2013	JW
Description	Qty	Rate	Amount
Removed 4 sets of reverse pan channel letters from property, returned letters to our facility. Stud mounted 4 sets & manufactured 4 new installation patterns. Returned to site and installed 4 sets of letters 1st & 2nd set at the NE corner & NW corner of Cactus & Del Sol.. Installed sets 3 & 4 at the NE corner & SE corner of Dysart West Parque. <p style="text-align: center;">ENTERED JUN 12 2013 PREFERRED COMMUNITIES</p> <p style="text-align: center;">Grounds/Fixtures/Repairs</p>		1,216.08	1,216.08T
All Work Is Completed. Thank You For Your Business. We Appreciate Your Prompt Payment. A Finance Charge Will Be Assessed After 30 Days		Subtotal	\$1,216.08
		Sales Tax (6.695%)	\$81.41
		Total	\$1,297.49
Fax #	E-mail	Payments/Credits	\$0.00
480.831.8611	westernsigns@cox.net	Balance Due	\$1,297.49

emailed Martin 6/18/13

+ 25.00 FOR PAINT left over from new monument.

VENDOR: 523015

CITY OF EL MIRAGE

8/01/13

CHECK NO.
010084

OUR REF. NO.	YOUR INV. NO.	INVOICE DATE	INVOICE AMOUNT	AMOUNT PAID	DISCOUNT TAKEN
638	13-001	7/24/13	22,395.00	22,395.00	.00

CACTUS PARK ESTATES HOA Total: 22,395.00



Public Works Department

Add Order

Invoice

Date: July 24, 2013
Invoice #: 13-001

To: Cactus Park Estates Homowners Association
PO Box 5720,
Mesa, AZ 85211

		Payment Terms
		Due upon receipt

Qty	Description	Unit Price	Line Total
1.00	Construction of Basketball Court		\$ 22,395.00

ENTERED *KP*
JUL 29 2013
PREFERRED COMMUNITIES

Subtotal \$ 22,395.00
Sales Tax
Total \$ 22,395.00

Make all checks payable to City of El Mirage

Thank you for your business!

1145 W Grand Ave El Mirage AZ 85331

523015 ADDED 7/25/13

VENDOR: 1450

ARIZONA RAIN GUTTERS & SUNSCRE

8/22/13

CHECK NO.
010090

OUR REF. NO.	YOUR INV. NO.	INVOICE DATE	INVOICE AMOUNT	AMOUNT PAID	DISCOUNT TAKEN
649	08.22.13	8/22/13	8,000.00	8,000.00	.00

CACTUS PARK ESTATES HOA Total: 8,000.00

- Phifer Sun Screens
- Seamless Rain Gutters
- Alumawood
- Window Awnings

ARIZONA

RAIN GUTTERS & SUN SCREENS

- Sunesta Retractable Awnings •
- Shade Structures •
- Lattice Patio Covers •
- Roll-down Shades •

Ph (623) 271-8538
 Fax (623) 271-9963

4354 N. Cotton Lane
 Goodyear, Arizona 85395

Korin Hatch

www.azraingutters.com
 ROC 251582 / ROC 202705

PROPOSAL SUBMITTED TO Preferred Communities		PHONE 480 649-2017	DATE 8/5/13
STREET 1050 E. University Dr. #1		DIRECTIONS	
CITY, STATE AND ZIP CODE Mesa, AZ. 85203			
PATIO COLOR / SQUARE FEET	FRAME COLOR	SCREEN COLOR	GUTTER COLOR
			DOWNSPOUT COLOR

We propose to manufacture and install shade structures over TOT LOTS similar to the one at Sierra Heights, Mesa.

~~La Fortina, Mesa, AZ \$ 8114.01~~

Cactus Park Estates, El Mirage, AZ \$ 17,496.66

Prices include: city permits, engineering drawings and taxes.

colors: TBD

\$ 8,000 Deposit Payment: 8/20/13

• SEAMLESS RAIN GUTTERS	5" <input type="checkbox"/>	6" <input type="checkbox"/>	COST	_____
• DOWNSPOUTS	2" x 3" <input type="checkbox"/>	3" x 4" <input type="checkbox"/>	TAX	_____
• LATTICE/SPACING	_____ / _____		PERMIT	_____
• RAFTER SPACING/ENDS	_____ / _____		TOTAL	_____
• CUSTOM "MINI" MITERED CORNERS	_____		DEPOSIT	_____ CK# _____
			BALANCE DUE	_____

WE PROPOSE TO FURNISH MATERIAL AND LABOR — COMPLETE IN ACCORDANCE WITH ABOVE SPECIFICATIONS. ALL WORK GUARANTEED.

"BALANCE DUE UPON COMPLETION."

Terms of Payment: Amount indicated below on balance due line when labor is done and materials are furnished, and is payable in country listed above as part of the address of seller. A finance charge of 2% per month (24% Per Annum) will be charged on **ANY BALANCE** over 30 days.

Balance due upon completion
 TYPE OF PAYMENT _____

SIGNATURE _____

Nicky Gribble

CUSTOMER SIGNATURE _____

Changes made at time of install will be charged on a time and material basis. Initial: _____

VENDOR: 1450

ARIZONA RAIN GUTTERS & SUNSCRE

10/29/13

CHECK NO.

010115

OUR REF. NO.	YOUR INV. NO.	INVOICE DATE	INVOICE AMOUNT	AMOUNT PAID	DISCOUNT TAKEN
702	15015	10/29/13	9,496.66	9,496.66	.00

CACTUS PARK ESTATES HOA Total: 9,496.66

Arizona Rain Gutters & Sunscreens, Inc.

4354 N Cotton Lane
Goodyear, AZ 85395

Phone # (623) 271-8538 sboxwell@azraingutters.com
Fax # (623) 271-9963 www.azraingutters.com

Invoice

8/22/2013	15015

Preferred Communities 1050 E University Dr #1 Mesa, AZ 85203
--

		8/22/2013	NG	Cactus Park Estates

Item Code	Description	Amount
Awning	Awning Fabric Color: Coolaroo Commercial 95 " Desert Sand " Cactus Park Estates Elmirage, AZ	10,757.50T
35% contractor Non-taxa...	35% contractor taxable Sales Tax	5,792.50 946.66
		\$17,496.66
		\$-8,000.00
Please remit payment to above address or call to make a payment using a credit card. <i>We appreciate your business!</i>		\$9,496.66

APPROVED
OCT 23 2013
INITIAL *[Signature]*

VENDOR: 1207

ZUMAR INDUSTRIES INC

8/01/13

CHECK NO.
010082

OUR REF. NO.	YOUR INV. NO.	INVOICE DATE	INVOICE AMOUNT	AMOUNT PAID	DISCOUNT TAKEN
642	0020943	7/23/13	149.26	149.26	.00

CACTUS PARK ESTATES HOA Total: 149.26



Zumar Industries, INC - Arizona

Remit to: PO Box 44549
 Tacoma, WA 98448-0549
 253.536.7740 Fax:253.536.8680

INVOICE

Invoice #	0020943
Date	07/23/13
Page #	1

Bill To: 000445 PREFERRED COMMUNITIES PO BOX 5720 MESA AZ 85211 Fax: (480) 649-0902	Ship To: PREFERRED COMMUNITIES 1050 E UNIVERSITY DR #1 MESA AZ 85203
--	---

Order #	Order Date	Cust #	Sls	Purchase Order #	Ship Via	Ship Date	Terms
0019646	07/12/13	000445	SL	CACTUS PARK ESTATES	UPS GRD	07/23/13	NET 30

Order	Ship	B/O	Item #/Description	UM	Cost	Extended
1	1		SPECIAL 3624 80M4 SPECIAL 36X24 .080 ALUM 3930 CACTUS PARK ESTATES HOA BOARD MEETING WITH BLACK BOARDER - SEE SPEC	EA	65.00	65.00
1	1		SPECIAL 3436 80PE SPECIAL 34X36 .080 ALUM 3430 ACTUAL SIZE 36X34 CACTUS PARK ESTATES COMMUNITY YARD SALE WITH RED BOARDER - SEE SPEC	EA	55.00	55.00
15	15		11784850 1178 48X50 BLACK EC FILM TRI/NC THANK YOU FOR YOUR ORDER. WE APPRECIATE YOUR BUSINESS. PLEASE VISIT US ONLINE AT www.zumar.com	SF	.00	.00

120 ENTERED
 JUL 29 2013
 PREFERRED COMMUNITIES

RECEIVED
 JUL 29 2013
 PREFERRED COMMUNITIES

Customer Copy	Sales Amount	120.00
	Discount	
	Sales Tax	11.04
	Freight	18.22
	Total Due	149.26



Proposal

Date	Estimate #
3/11/2015	2037 REV

HOA Playground Services, LLC
 2270 S Airport Blvd. Ste 5
 Chandler, AZ 85286
 Phone # 480-584-4862
 Fax # 602-513-7313
 Email: info@hoaplayground.com
 ROC #: 292933

Bill To
Cactus Park Estates HOA c/o Preferred Communities 1050 E. University Dr., Ste 1 Mesa, AZ 85203

Description	Qty	Rate	Total
WEST PLAYGROUND AT CHARTER OAK DRIVE Proposal for Replacement of Play Structure with New Playcraft Traditional Structure			
Playcraft Custom Traditional Play Structure - RH566ABBA, R5	1	11,091.18	11,091.18
Demo/Removal of old play structure	1	1,210.00	1,210.00
Installation of new play structure, includes stockpile of wood chips during demo/install to avoid soil contamination. Contractor License #116743	1	4,161.00	4,161.00
Temporary Security Fencing during demo and installation	1	600.00	600.00
Freight/Shipping Charges	1	1,100.00	1,100.00
*Full Choice of Colors Available. Lead time 9-10 weeks.			
50% Down, Balance Due Upon Completion			
**Owner is responsible for all landscape repairs such as, but not limited to lawn, sprinklers, irrigation pipes, curbing, sidewalks and/or asphalt caused by, but not limited to tractors, trucks, removal of concrete footers and/or 2-ton bobcat needed to complete project.			
* Fees subject to change without notice. Quote valid for 60 days from date of proposal.		Total	\$18,162.18

Approved: _____

Date: _____



Proposal

Date	Estimate #
3/11/2015	2036 REV

HOA Playground Services, LLC
 2270 S Airport Blvd. Ste 5
 Chandler, AZ 85286
 Phone # 480-584-4862
 Fax # 602-513-7313
 Email: info@hoaplayground.com
 ROC #: 292933

Bill To
Cactus Park Estates HOA c/o Preferred Communities 1050 E. University Dr., Ste 1 Mesa, AZ 85203

Description	Qty	Rate	Total
EAST PLAYGROUND AT 128TH DRIVE - VETERANS PARK Proposal for Replacement of Play Structure with New Playcraft Traditional Structure			
Playcraft Custom Traditional Play Structure - PR#R5033F24A, R5	1	12,818.88	12,818.88
Demo/Removal of old play structure	1	1,210.00	1,210.00
Installation of new play structure, includes stockpile of wood chips during demo/install to avoid soil contamination. Contractor License #116743	1	3,622.50	3,622.50
Temporary Security Fencing during demo and installation	1	600.00	600.00
Freight/Shipping Charges	1	1,300.00	1,300.00
*Full Choice of Colors Available. Lead time 9-10 weeks.			
50% Down, Balance Due Upon Completion			
**Owner is responsible for all landscape repairs such as, but not limited to lawn, sprinklers, irrigation pipes, curbing, sidewalks and/or asphalt caused by, but not limited to tractors, trucks, removal of concrete footers and/or 2-ton bobcat needed to complete project.			
* Fees subject to change without notice. Quote valid for 60 days from date of proposal.	Total		\$19,551.38

Approved: _____

Date: _____



Proposal

Date	Estimate #
2/3/2015	2038

HOA Playground Services, LLC
 2270 S Airport Blvd. Ste 5
 Chandler, AZ 85286
 Phone # 480-584-4862
 Fax # 602-513-7313
 Email: info@hoaplayground.com
 ROC #: 292933

Bill To
Cactus Park Estates HOA c/o Preferred Communities 1050 E. University Dr., Ste 1 Mesa, AZ 85203

Description	Qty	Rate	Total
LOCATION TBD Proposal for Add Swing Area - 2 Bays of Swings - 2 strap & 2 Tot bucket			
Arch Swing R3.5 (1 Bay/2 swings)	1	1,661.33	1,661.33
Arch Swing R3.5 Add a Bay (1Bay/2 swings)	1	1,235.12	1,235.12
Full Bucket Tot Swing Seat	2	100.81	201.62
Excavate and haul away spoils for new swing area 32' x 36'	1	2,851.31	2,851.31
Installation of new swings. Contractor License #116743	1	862.50	862.50
Delivery and installation of 43 CY of IPEMA certified wood fiber chips	1	2,224.99	2,224.99
Concrete Tot Lot Curbing 12" x 6", 136 LF	1	2,475.09	2,475.09
Temporary Security Fencing during project	1	600.00	600.00
Freight/Shipping Charges	1	700.00	700.00
*Full Choice of Colors Available. Lead time 9-10 weeks.			
50% Down, Balance Due Upon Completion			
*Owner is responsible for re-routing of irrigation and utilities.			
* Fees subject to change without notice. Quote valid for 60 days from date of proposal.	Total		

Approved: _____

Date: _____



Proposal

Date	Estimate #
2/3/2015	2038

HOA Playground Services, LLC
 2270 S Airport Blvd. Ste 5
 Chandler, AZ 85286
 Phone # 480-584-4862
 Fax # 602-513-7313
 Email: info@hoaplayground.com
 ROC #: 292933

Bill To
Cactus Park Estates HOA c/o Preferred Communities 1050 E. University Dr., Ste 1 Mesa, AZ 85203

Description	Qty	Rate	Total
**Owner is responsible for all landscape repairs such as, but not limited to lawn, sprinklers, irrigation pipes, curbing, sidewalks and/or asphalt caused by, but not limited to tractors, trucks, removal of concrete footers and/or 2-ton bobcat needed to complete project.			
* Fees subject to change without notice. Quote valid for 60 days from date of proposal.	Total		\$12,811.96

Approved: _____

Date: _____

RESOLUTION R15-05-07

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF EL MIRAGE, ARIZONA, APPROVING AND AUTHORIZING THE SALE AND ISSUANCE OF CITY OF EL MIRAGE, ARIZONA GENERAL OBLIGATION BONDS, SERIES 2015, IN THE TOTAL AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED \$2,000,000 AND ALL MATTERS RELATED THERETO; PRESCRIBING CERTAIN TERMS AND CONDITIONS OF SUCH BONDS INCLUDING THE DELEGATION TO THE FINANCE DIRECTOR OF THE CITY TO DESIGNATE THE FINAL PRINCIPAL AMOUNT, MATURITIES, INTEREST RATES AND YIELDS AND OTHER MATTERS WITH RESPECT TO SUCH BONDS AND PROVIDING FOR THE SALE OF THE BONDS

WHEREAS, at a special bond election held in and for the City of El Mirage, Arizona (the "City"), on May 20, 2003 (the "Election"), there was submitted to the qualified electors thereof, among others, the following question:

ISSUANCE OF BONDS PAYABLE FROM SECONDARY
(AD VALOREM) PROPERTY TAX - CITY HALL/COMPLEX

Shall the City of El Mirage, Arizona (the "City"), be authorized to incur indebtedness by the issuance of bonds of the City in the principal amount of \$2,000,000 for the purpose of providing funds to finance the costs of construction of a new City Hall/Complex within the City, including necessary related interests in real estate, improvements, appurtenances, vehicles and equipment and to pay all expenses incidental to any of the foregoing and to the issuance and sale of such bonds; such bonds, or any series thereof, to be issued as general obligation bonds of the City, payable from secondary (ad valorem) property taxes levied upon all of the taxable property in the City, to mature not more than 40 years from their date and to bear interest at a rate of not to exceed 10% per annum?

; and

WHEREAS, the returns of the Election were duly canvassed by the Mayor and Council of the City and a certificate disclosing the purpose of the Election, the total number of votes cast thereat, the total number of votes for and against the issuance of such bonds, and stating that the creation of the indebtedness by the issuance of the bonds in accordance with the question was ordered and has been filed

and recorded in the office of the County Recorder of Maricopa County, Arizona; and

WHEREAS, a majority of the qualified electors of the City, voting at the Election voted "For the Bonds," in answer to such question submitted; and

WHEREAS, the Mayor and Council of the City have determined to sell and issue such bonds (the "Bonds") for the purpose granted at the Election; and

WHEREAS, all things required to be done preliminary to the authorization, sale and issuance of the Bonds have been duly done and performed in the manner required by law, and the Mayor and Council of the City are now empowered to proceed with the sale and issuance of the Bonds;

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF EL MIRAGE, ARIZONA, AS FOLLOWS:

Section 1. (a) The Bonds, to provide funds for purposes set forth in the above-mentioned form of ballot question submitted to the qualified electors of the City at the Election, are hereby authorized to be sold and issued.

(b) The Bonds constitute the first and only series of bonds of a total authorized amount of not to exceed \$2,000,000 principal amount of bonds of the City approved by the qualified electors of the City at the Election and are authorized by the provisions of Title 35, Chapter 3, Article 3, Arizona Revised Statutes.

(c) The proceeds from the sale of the Bonds shall be credited against the total principal amount of bonds and the specific amount of bonds so authorized by the qualified electors of the City at the Election and for the purpose and project as set forth in the question on the official form of ballot. The indebtedness represented by the Bonds shall be applied against the City's constitutional debt limits for indebtedness which, with the assent of the qualified electors of the City, exceeds six percent (6%) of the value of taxable property in the City.

(d) Proceeds of the sale of the Bonds, net of amounts necessary to pay costs of issuance of the Bonds, shall be deposited in the treasury of the City to the credit of the "Series 2015 Construction Fund" of the City to be used solely for the purpose specified in the aforementioned ballot question submitted to the qualified electors of the City at the Election; provided, however, that (a) such proceeds may be invested in the manner and under the circumstances allowed by law and (b) any moneys remaining in such fund after such purpose shall have been accomplished shall be transferred to the hereinafter defined "Bond Fund" in the same fashion as taxes.

Section 2. The Bonds shall be designated "General Obligation Bonds, Series 2015."

Section 3. (a) The Finance Director of the City is hereby authorized and directed to determine on behalf of the City: (1) the sales date of the Bonds and the dated date and principal amount of the Bonds (but not to exceed in total \$2,000,000 principal amount); (2) the final principal and maturity schedule of the Bonds (but none of the Bonds to mature more than thirty (30) years from their date of issuance); (3) the interest rate on each maturity of the Bonds (but not to exceed ten percent (10%) per annum) and the dates for payment of such interest (the "interest payment dates"); (4) the provisions for redemption in advance of maturity of the Bonds; (5) the entity to which the Bonds are to be sold within the parameters established herein and the sales price and terms of the Bonds (including for original issue discount and premium) and (6) the provision for credit enhancement, if any, for the Bonds upon the advice of the financial advisor to the City; provided, however, that such determinations must result in a yield for federal income tax purposes of not to exceed five percent (5%) with respect to the Bonds.

(b) Except as provided on a more restrictive basis in the definitive form of the Bond, the Bonds shall be issued in the denomination of \$100,000 of principal amount or integral multiples of \$5,000 in excess thereof and only in fully registered form. (Bonds may be in denominations of less than \$100,000 if necessary to accommodate redemption.)

(c) Except as provided in the definitive form of the Bond, the principal of, and premium, if any, on the Bonds shall be payable at maturity or prior redemption upon presentation and surrender thereof at the designated corporate trust office of the "Bond Registrar and Paying Agent" or, if provided in the definitive form of the Bond, at the main administrative office of the City.

(d) The Bonds shall bear interest at the respective rates from their date to the maturity or prior redemption of each Bond, payable commencing on interest payment dates. Except as provided in the definitive form of the Bond, interest on the Bonds shall be payable by check, dated as of the interest payment date, mailed to the registered owners thereof, as shown, if applicable, on the registration books maintained, if necessary, by the Bond Registrar and Paying Agent at the address appearing therein, if applicable, at the close of business on the 15th day of the month next preceding that interest payment date (the "regular record date"). If applicable, any such interest on a Bond which is not timely paid or duly provided for shall cease to be payable to the registered owner thereof (or of one or more predecessor Bonds) as of the regular record date, and shall be payable to the registered owner thereof (or of one or more predecessor Bonds) at the close of business on a special record date for the payment of that overdue interest. The special record date shall be fixed by the Bond Registrar and Paying Agent whenever moneys become available for payment of the overdue interest, and notice of the

special record date shall be given to the registered owners of the Bonds not less than ten days prior thereto.

(e) The principal of, and premium, if any, and interest on, the Bonds shall be payable in lawful money of the United States of America.

Section 4. (a) The Finance Director of the City is hereby authorized to appoint, if necessary, the initial Bond Registrar and Paying Agent with respect to the Bonds, and the Mayor or Vice Mayor of the City is hereby requested to enter into a standard form of agreement therewith (the "Bond Registrar and Paying Agent Agreement") covering such services, with such additions, deletions and modifications as shall be approved by the Mayor or Vice Mayor of the City. The Bond Registrar and Paying Agent shall maintain the registration books of the City for the registration of ownership of each Bond.

(b) (i) A Bond may be transferred on the applicable registration books upon delivery of the Bond to the Bond Registrar and Paying Agent, accompanied by a written instrument of transfer in form and with guaranty of signature satisfactory to the Bond Registrar and Paying Agent, duly executed by the registered owner of the Bond to be transferred or his or her attorney-in-fact or legal representative, containing written instructions as to the details of the transfer of such Bond. No transfer of any Bond shall be effective until entered on the registration books.

(ii) In all cases upon the transfer of a Bond, the Bond Registrar and Paying Agent shall enter the transfer of ownership in the applicable registration books and will authenticate and deliver in the name of the transferee or transferees a new fully registered Bond or Bonds of the same maturity and of authorized denominations (except that no Bond shall be issued which relates to more than a single principal maturity) for the aggregate principal amount which the registered owner is entitled to receive at the earliest practicable time in accordance with the provisions of this Section. All costs and expenses of initial registration and payment shall be borne by the City, but the City or the Bond Registrar and Paying Agent shall charge the registered owner of such Bond, for every such transfer of a Bond, an amount sufficient to reimburse them for any transfer fee, tax or other governmental charge required to be paid with respect to such transfer and may require that such transfer fee, tax or other governmental charge be paid before any such new Bond shall be delivered.

(iii) The City and the Bond Registrar and Paying Agent shall not be required (a) to issue or transfer any Bonds during a period beginning with the opening of business on the fifteenth (15th) business day next preceding either any interest payment date or any date of selection of Bonds to be redeemed and

ending with the close of business on the interest payment date or day on which the applicable notice of redemption is given or (b) to transfer any Bonds which have been selected or called for redemption.

(iv) If the Bonds are made subject to a Book-Entry System (as that term is hereinafter defined) of ownership and transfer, except as provided in subsection (3) of this subsection. The general provisions for effecting the Book-Entry System are as follows:

(1) The City hereby designates The Depository Trust Company, New York, New York, as the Depository (as that term is hereinafter defined) hereunder.

(2) Notwithstanding the provisions of this Section or of the Bonds to the contrary and so long as the Bonds are subject to a Book-Entry System, the Bonds shall be evidenced by one typewritten certificate for each maturity in an amount equal to the aggregate principal amount thereof. The Bonds so delivered shall be registered in the name of "Cede & Co." as nominee for The Depository Trust Company. The Bonds may not thereafter be transferred or exchanged on the registration books of the City maintained by the Bond Registrar and Paying Agent except:

(A) to any successor Depository designated pursuant to subsection (3) of this subsection;

(B) to any successor nominee designated by a Depository or

(C) if the City shall elect to discontinue the Book-Entry System pursuant to subsection (3) of this subsection, the City shall cause the Bond Registrar and Paying Agent to authenticate and deliver replacement Bonds in fully registered form in authorized denominations in the names of the Beneficial Owners (as that term is hereinafter defined) or their nominees, as certified by the Depository, at the expense of the City; thereafter the other applicable provisions of this Resolution regarding registration, transfer and exchange of the Bonds shall apply.

(3) The Bond Registrar and Paying Agent, pursuant to a request from the City for the removal or replacement of the Depository, and upon thirty (30) days' notice to the Depository, may remove or replace the Depository. The Bond Registrar and Paying Agent shall remove or replace the Depository at any time pursuant to the request of the City. The Depository may determine not to continue to act as Depository for the Bonds upon thirty (30) days

written notice to the City and the Bond Registrar and Paying Agent. If the use of the Book-Entry System is discontinued, then after the Bond Registrar and Paying Agent has made provision for notification of Beneficial Owners of their book entry interests in the Bonds by appropriate notice to the then Depository, the City and the Bond Registrar and Paying Agent shall permit withdrawal of the Bonds from the Depository and authenticate and deliver the Bond certificates in fully registered form in denominations authorized by this Section to the assignees of the Depository or its nominee. Such withdrawal, authentication and delivery shall be at the cost and expense (including costs of printing or otherwise preparing, and delivering, such replacement Bond certificates) of the City.

(4) So long as the Book-Entry System is used for the Bonds, the City and the Bond Registrar and Paying Agent shall give any notice of redemption or any other notices required to be given to registered owners of Bonds only to the Depository or its nominee registered as the owner thereof. Any failure of the Depository to advise any of its participants, or of any participant to notify the Beneficial Owner, of any such notice and its content or effect shall not affect the validity of the redemption of the Bonds to be redeemed or of any other action premised on such notice. Neither the City nor the Bond Registrar and Paying Agent shall be responsible or liable for the failure of the Depository or any participant thereof to make any payment or give any notice to a Beneficial Owner in respect of the Bonds or any error or delay relating thereto.

(5) Notwithstanding any other provision of this Section or of the Bonds to the contrary, so long as the Bonds are subject to a Book-Entry System, it shall not be necessary for the registered owner to present the applicable Bond for payment of mandatory redemption installments, if any. The mandatory redemption installments may be noted on books kept by the Bond Registrar and Paying Agent and the Depository for such purpose, and the Bonds shall be tendered to the Bond Registrar and Paying Agent at their maturity.

(6) For purposes of this Section, "Beneficial Owners" shall mean actual purchasers of the Bonds whose ownership interest is evidenced only in the Book-Entry System maintained by the Depository; "Book-Entry System" shall mean a system for clearing and settlement of securities transactions among participants of a Depository (and other parties having custodial relationships with such participants) through electronic or manual book-entry changes in accounts of such participants maintained by the Depository hereunder for recording ownership of the Bonds by Beneficial Owners and transfers of ownership interests

in the Bonds and "Depository" shall mean The Depository Trust Company, New York, New York or any successor depository designated pursuant to this Section.

(7) Notwithstanding any other provisions in this Section, if provided in the definitive form of the Bond, the Finance Director of the City may perform whichever of the tasks described in this Section are necessary pursuant to such form of Bond with respect to the matters provided in this Section.

Section 5. In case any Bond becomes mutilated, destroyed or lost, the City shall cause to be executed and delivered a new Bond of like type, date, maturity and tenor in exchange and substitution for and upon the cancellation of such mutilated Bond or in lieu of and in substitution for such Bond destroyed or lost, upon the registered owner paying the reasonable expenses and charges of the City in connection therewith and, in the case of a Bond destroyed or lost, filing with the Bond Registrar and Paying Agent or the Finance Director of the City as applicable, by the registered owner evidence satisfactory to the Bond Registrar and Paying Agent or the Finance Director of the City that such Bond was destroyed or lost, and furnishing the Bond Registrar and Paying Agent or the Finance Director of the City with a sufficient indemnity bond pursuant to Section 47-8405, Arizona Revised Statutes.

Section 6. (a) The Bonds shall be executed on behalf of the City by the Mayor or the Vice Mayor and attested by the Clerk of the City with their manual or facsimile signatures, and such officials are hereby authorized and directed to execute and attest the Bonds as aforesaid.

(b) The Mayor or Vice Mayor of the City is hereby authorized to execute, and the Clerk of the City to attest and deliver, as applicable, the hereinabove described contract with the Bond Registrar and Paying Agent, with such additions, deletions and modifications as shall be approved by the Mayor, Vice Mayor or Finance Director of the City, and such execution and delivery shall constitute conclusive evidence of the approval of such officer thereto.

Section 7. The Bonds shall be in substantially the following form, provided, however, that the Finance Director may provide for changes in the definitive form of bond initially delivered to the initial purchaser thereof as necessary for the purposes hereof. There may be such necessary and appropriate omissions, insertions and variations as are permitted or required hereby and are approved by those officers executing the Bonds in such form. Execution thereof by such officers shall constitute conclusive evidence of such approval:

[Form of Bond]*

UNLESS THIS BOND IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY ("DTC") TO THE CITY OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY BOND ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.**

REGISTERED
NO.

REGISTERED
\$.....

UNITED STATES OF AMERICA

STATE OF ARIZONA

COUNTY OF MARICOPA

CITY OF EL MIRAGE, ARIZONA
GENERAL OBLIGATION BOND,
SERIES 2015

Interest Rate: Maturity Date: Dated as of: CUSIP:
.....% per annum , 2015

REGISTERED OWNER: CEDE & CO.**

PRINCIPAL AMOUNT: DOLLARS

THE CITY OF EL MIRAGE, ARIZONA, a body politic and corporate, duly created and existing under the laws of the State of Arizona (the "City"), for value received, hereby promises to pay to the Registered Owner indicated above, or registered assigns, the Principal Amount indicated above on the aforesaid Maturity Date, and to pay interest on the Principal Amount at the aforesaid Interest Rate on 1, 20..., and on 1 and 1 of each year thereafter (each an "interest payment date") from the date of this Bond to its maturity or its redemption prior to maturity. The principal of and premium, if any, on this Bond are payable upon presentation and surrender hereof at the designated corporate trust office of (the "Bond Registrar and Paying Agent"). Interest on this Bond is payable by check mailed to the registered owner hereof, as shown on the registration books maintained by the Bond Registrar and Paying Agent at the address appearing therein at the close of business on the 15th day of the calendar month next preceding that interest payment date

* As provided herein, the Bond may be modified to conform with the exceptions allowed by this Resolution.

** Insert so long as The Depository Trust Company, New York, New York, is the Depository.

(the "regular record date"). Any interest which is not timely paid or duly provided for shall cease to be payable to the registered owner hereof (or of one or more predecessor Bonds) as of the regular record date, and shall be payable to the registered owner hereof (or of one or more predecessor Bonds) at the close of business on a special record date for the payment of that overdue interest. The special record date shall be fixed by the Bond Registrar and Paying Agent whenever moneys become available for payment of the overdue interest, and notice of the special record date shall be given to the registered owners of the Bonds not less than 10 days prior thereto. The principal of and premium, if any, and interest on this Bond are payable in lawful money of the United States of America, on the respective dates when principal and interest become due.

The bonds of this series (the "Bonds") represent the entire aggregate voted amount of \$2,000,000 principal amount approved at a special bond election duly called and held in for the City of El Mirage, Arizona (the "City"), on May 20, 2003, for the purpose provided in Question considered at such election. This Bond is one of a series of such bonds, issued in the aggregate principal amount of \$.....,000, of like tenor except as to maturity date, rate of interest and number by virtue of a resolution (the "Resolution"), duly adopted prior to the issuance hereof, and pursuant to and in conformity with the Constitution and the laws of the State of Arizona, including particularly, Article 3 of Chapter 3 of Title 35 of the Arizona Revised Statutes, the Charter of the City and all other laws of the State of Arizona relating thereto.

For the punctual payment of this Bond, and the interest hereon, there shall be levied on all the taxable property in the City a continuing, direct, annual, *ad valorem* tax sufficient to pay all such principal and interest of and on this Bond as the same become due, such taxes to be levied, assessed and collected at the same time and in the same manner as other taxes are levied, assessed and collected.

The Bonds maturing on July 1,, and July 1,, are not subject to redemption prior to maturity. The Bonds maturing on or after July 1,, are subject to optional redemption prior to maturity on July 1,, and on any date thereafter, in whole or in part, by the payment of a redemption price equal to the principal amount of each such Bond redeemed plus interest accrued to the date fixed for redemption plus a premium, the premium (calculated as a percentage of the principal amount of such Bonds to be redeemed) to be computed as follows:

<u>Redemption Dates</u>	<u>Premium</u>
July 1,, and January 1,%
July 1,, and thereafter	0.0

The Bonds maturing on July 1,, shall be redeemed prior to maturity on July 1, in the years and amounts set forth below, by

payment of the principal amount of each Bond to be redeemed plus interest accrued to the date fixed for redemption, but without a premium:

<u>Year</u>	<u>Amount</u>
	\$

A remaining principal amount of \$.....,000 of Bonds maturing on July 1,, shall mature on July 1,

Not more than seventy-five (75) nor less than sixty (60) days prior to the mandatory redemption date for the Bonds maturing on July 1,, the Bond Registrar and Paying Agent shall proceed to select for redemption (by lot in such manner as the Bond Registrar and Paying Agent may determine) from all the Bonds maturing on July 1,, outstanding a principal amount of the Bonds maturing on July 1,, equal to the aggregate principal amount of the Bonds maturing on July 1,, to be redeemed and shall redeem such Bonds maturing on July 1,, on the next July 1 and give notice of such redemption.

Not more than forty-five (45) nor less than thirty (30) days before any redemption date, the Bond Registrar and Paying Agent shall cause a notice of any such redemption to be mailed by first class mail, postage prepaid, to the registered owner of each Bond to be redeemed at the address shown on the registration books maintained by the Bond Registrar and Paying Agent. Failure to mail notice to any registered owner of Bonds shall not affect the validity of the proceeding for the redemption of Bonds with respect to the registered owners of other Bonds.

The Bond Registrar and Paying Agent will maintain the books of the City for the registration of ownership of each Bond as provided in the Resolution.

This Bond may be transferred on the registration books upon delivery hereof to the Bond Registrar and Paying Agent, accompanied by a written instrument of transfer in form and with guaranty of signature satisfactory to the Bond Registrar and Paying Agent, duly executed by the registered owner of this Bond or his or her attorney-in-fact or legal representative, containing written instructions as to the details of the transfer. No transfer of this Bond shall be effective until entered on the registration books.

In all cases upon the transfer of a Bond, the Bond Registrar and Paying Agent will enter the transfer of ownership in the registration books and will authenticate and deliver in the name of the transferee or transferees a new fully registered Bond or Bonds of authorized denominations (except that no Bond shall be issued which relates to more than a single principal maturity) for the aggregate principal amount which the registered owner is entitled to receive at the earliest practicable time in accordance with the provisions of the Resolution. All costs and expenses of initial registration and payment will be borne by the City, but the City or the Bond Registrar and Paying Agent will charge the registered owner of such Bond, for every such transfer of a Bond, an amount sufficient to reimburse them for any transfer fee, tax or other charge required to be paid with respect to such transfer, and may require that such transfer fee, tax or other charge be paid before any such new Bond shall be delivered.

The City and the Bond Registrar and Paying Agent will not be required (a) to issue or transfer any Bonds during a period beginning with the opening of business on the 15th business day next preceding either any interest payment date or any date of selection of Bonds to be redeemed and ending with the close of business on the interest payment date or day on which the applicable notice of redemption is given or (b) to transfer any Bonds which have been selected or called for redemption.

This Bond shall not be entitled to any security or benefit under the Resolution or be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been signed by the Bond Registrar and Paying Agent.

It is hereby certified, recited and declared (i) that all conditions, acts and things required by the Constitution and laws of the State of Arizona to happen, to be done, to exist and to be performed precedent to and in the issuance of this Bond and of the series of which it is one, have happened, have been done, do exist and have been performed in regular and due form and time as required by law; (ii) that the obligation evidenced by the series of Bonds of which this is one, together with all other existing indebtedness of the City, does not exceed any applicable constitutional or statutory limitation; and (iii) that due provision has been made for the levy and collection of a direct, annual, *ad valorem* tax upon taxable property within the City over and above all other taxes authorized as limited by law, sufficient to pay the principal hereof and the interest hereon as each becomes due.

IN WITNESS WHEREOF, THE CITY OF EL MIRAGE, ARIZONA, has caused this Bond to be executed in the name of the City by the facsimile signature of its Mayor and attested by the facsimile signature of its Clerk.

CITY OF EL MIRAGE, ARIZONA

By (Facsimile)
Mayor

ATTEST:

..... (Facsimile)
Clerk

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds described in the within-mentioned Resolution and is one of the City of El Mirage, Arizona General Obligation Bonds, Series 2015.

Date of Authentication:

.....,
as Bond Registrar and Paying Agent

By.....
Authorized Officer

ASSIGNMENT

For value received, the undersigned sells, assigns and transfers unto the within Bond and irrevocably constitutes and appoints attorney to transfer this Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated:

Signature Guaranteed:

..... ..

Notice: The assignor's signature to this assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or any change whatsoever.

ALL FEES AND COSTS OF TRANSFER SHALL BE PAID BY THE TRANSFEROR

The following abbreviations, when used in the inscription on the face of the within Bond, shall be construed as though they were written out in full according to applicable laws or regulation.

- TEN COM - as tenants in common
- TEN ENT - as tenants by the entireties
- JT TEN - as joint tenants with right of survivorship and not as tenants in common

UNIF TRANS MIN ACT - Custodian
(Cust) (Minor)

under Uniform Transfers to Minors Act
(State)

Additional abbreviations may also be used though not included in the above list.

Section 8. In each year while any of the Bonds shall be outstanding, there shall be and hereby is levied upon all taxable property within the City a continuing, direct, annual, *ad valorem* tax over and above all other taxes authorized or limited by law, which tax, together with other funds then on hand and available for such purposes, shall be sufficient to pay the principal of and interest on the Bonds as the same become due. The tax shall be extended and collected for the City, and the officials of the City and Maricopa County, Arizona, charged with the annual extension and collection of taxes, without further instructions from the Mayor and Council of the City, shall extend and collect the tax upon issuance of the Bonds. All moneys collected through such tax shall be paid into the treasury of the City, to the credit of the "Bond Fund" of the City, from which funds the Bonds shall be payable, which tax moneys shall be held in the Bond Fund, which funds shall be kept separate and apart from and not commingled with any other funds or moneys and which shall be used solely for, respectively, payment of interest on and principal of the Bonds.

Section 9. (a) The Finance Director of the City is hereby authorized to accept proposals from entities for the purchase of the Bonds, and the Bonds are hereby ordered sold to the entity submitting a proposal acceptable to the Finance Director of the City within the parameters established herein in accordance with the terms of such proposal.

(b) The Bonds shall be delivered upon receipt of payment therefor and satisfaction of the other conditions for delivery thereof in accordance with the terms of such proposal, with such additions, deletions and modifications as shall be approved by the Finance Director of the City.

Section 10. (a) The City shall not make or direct the making of any investment or other use of the proceeds of any Bonds which would cause such Bonds to be "arbitrage bonds" as that term is defined in section 148 (or any successor provision thereto) of the Internal Revenue Code of 1986, as amended, or "private activity bonds" as that term is defined in section 141 (or any successor provision thereto) of such Code, and the City shall comply with the requirements of such Code sections and related regulations throughout the term of the Bonds. (Particularly, the City shall be the owner of the facilities financed or refinanced with the proceeds of the sale of the Bonds (the "Facilities") for federal income tax purposes. Except as otherwise advised in a Bond Counsel's Opinion (as such term is defined in the next Section), the City shall not enter into (i) any management or service contract with any entity other than a governmental entity for the operation of any portion of the Facilities unless the management or service contract complies with the requirements of Revenue Procedure 97-13 or such other authority as may control at the time, or (ii) any lease or other arrangement with any entity other than a governmental entity that gives such entity special legal entitlements with respect to any portion of the Facilities.) Also, the payment of principal and interest with respect to the Bonds shall not be

guaranteed (in whole or in part) by the United States or any agency or instrumentality of the United States. The proceeds of the Bonds, or amounts treated as proceeds of the Bonds, shall not be invested (directly or indirectly) in federally insured deposits or accounts, except to the extent such proceeds (i) may be so invested for an initial temporary period until needed for the purpose for which the Bonds are being issued, (ii) may be so used in making investments of a bona fide debt service fund or (iii) may be invested in obligations issued by the United States Treasury. The Mayor and Council of the City hereby further covenant and agree to comply with the procedures and covenants contained in any arbitrage rebate provision or separate agreement executed in connection with the issuance of the Bonds (originally as provided in Section 11 hereof) for so long as compliance is necessary in order to maintain the exclusion from gross income for federal income tax purposes of interest on the Bonds. In consideration of the purchase and acceptance of the Bonds by such holders from time to time and of retaining such exclusion and as authorized by Title 35, Chapter 3, Article 7, Arizona Revised Statutes, the Mayor and Council of the City covenant, and the appropriate officials of the City are hereby directed, to take all action required or to refrain from taking any action prohibited by such Code which would adversely affect in any respect such exclusion.

(b) (i) The City shall take all necessary and desirable steps, as determined by the Mayor and Council, to comply with the requirements hereunder in order to ensure that interest on the Bonds is excluded from gross income for federal income tax purposes under such Code; provided, however, compliance with any such requirement shall not be required in the event the City receives a Bond Counsel's Opinion (as that term is hereinafter defined) that either (i) compliance with such requirement is not required to maintain the exclusion from gross income of interest on the Bonds, or (ii) compliance with some other requirement will meet the requirements of such Code. In the event the City receives such a Bond Counsel's Opinion, the parties agree to amend this Resolution to conform to the requirements set forth in such opinion.

(ii) If for any reason any requirement hereunder is not complied with, the City shall take all necessary and desirable steps, as determined by the Mayor and Council, to correct such noncompliance within a reasonable period of time after such noncompliance is discovered or should have been discovered with the exercise of reasonable diligence and the City shall pay any required interest or penalty under Regulations section 1.148-3(h) with respect to such Code.

Section 11. (a) Terms not otherwise defined in subsection (b) hereof shall have the meanings given to them in the arbitrage certificate of the City delivered in connection with the issuance of the Bonds.

(b) The following terms shall have the following meanings:

Bond Counsel's Opinion shall mean an opinion signed by an attorney or firm of attorneys of nationally recognized standing in the field of law relating to municipal bonds selected by the City.

Bond Year shall mean each one-year period beginning on the day after the expiration of the preceding Bond Year. The first Bond Year shall begin on the date of issue of the Bonds and shall end on the date selected by the City, provided that the first Bond Year shall not exceed one calendar year. The last Bond Year shall end on the date of retirement of the last Bond.

Bond Yield is as indicated in such arbitrage certificate. Bond Yield shall be recomputed if required by Regulations section 1.148-4(b)(4) or 4(h)(3). Bond Yield shall mean the discount rate that produces a present value equal to the Issue Price of all unconditionally payable payments of principal, interest and fees for qualified guarantees within the meaning of Regulations section 1.148-4(f) and amounts reasonably expected to be paid as fees for qualified guarantees in connection with the Bonds as determined under Regulations section 1.148-4(b). The present value of all such payments shall be computed as of the date of issue of the Bonds and using semiannual compounding on the basis of a 360-day year.

Code shall mean the Internal Revenue Code of 1986, as amended, and any successor provisions thereto.

Gross Proceeds shall mean:

(i) any amounts actually or constructively received by the City from the sale of the Bonds but excluding amounts used to pay accrued interest on the Bonds within one year of the date of issuance of the Bonds;

(ii) transferred proceeds of the Bonds under Regulations section 1.148-9;

(iii) any amounts actually or constructively received from investing amounts described in (i), (ii) or this (iii); and

(iv) replacement proceeds of the Bonds within the meaning of Regulations section 1.148-1(c). Replacement proceeds include amounts reasonably expected to be used directly or indirectly to pay debt service on the Bonds, pledged amounts where there is reasonable assurance that such amounts will be available to pay principal or interest on the Bonds in the event the City encounters financial difficulties and other replacement proceeds within the meaning of Regulations section 1.148-1(c)(4). Whether an amount is Gross Proceeds is determined without regard to whether the amount is held in any fund or account.

Investment Property shall mean any security, obligation (other than a tax-exempt bond within the meaning of Code section 148(b)(3)(A)), annuity contract or investment-type property within the meaning of Regulations section 1.148-1(b).

Issue Price is as indicated in such arbitrage certificate, which is the initial offering price to the public (not including bond houses and brokers, or similar persons or organizations acting in the capacity of underwriters of wholesalers) at which price a substantial amount of the Bonds was sold, less any bond insurance premium and reserve surety bond premium. Issue price shall be determined as provided in Regulations section 1.148-1(b).

Nonpurpose Investment shall mean any Investment Property acquired with Gross Proceeds, and which is not acquired to carry out the governmental purposes of the Bonds.

Payment shall mean any payment within the meaning of Regulations section 1.148-3(d)(1) with respect to a Nonpurpose Investment.

Rebate Requirement shall mean at any time the excess of the future value of all Receipts over the future value of all Payments. For purposes of calculating the Rebate Requirement the Bond Yield shall be used to determine the future value of Receipts and Payments in accordance with Regulations section 1.148-3(c). The Rebate Requirement is zero for any Nonpurpose Investment meeting the requirements of a rebate exception under section 148(f)(4) of the Code or Regulations section 1.148-7.

Receipt shall mean any receipt within the meaning of Regulations section 1.148-3(d)(2) with respect to a Nonpurpose Investment.

Regulations shall mean the sections 1.148-1 through 1.148-11 and section 1.150-1 of the regulations of the United States Department of the Treasury promulgated under the Code, including and any amendments thereto or successor regulations.

(c) Within 60 days after the end of each Bond Year, the City shall cause the Rebate Requirement to be calculated and shall pay to the United States of America:

(1) not later than 60 days after the end of the fifth Bond Year and every fifth Bond Year thereafter, an amount which, when added to the future value of all previous rebate payments with respect to the Bonds (determined as of such Computation Date), is equal to at least 90% of the sum of the Rebate Requirement (determined as of the last day of such Bond Year) plus the future value of all previous rebate payments with respect to the Bonds (determined as of the last day of such Bond Year); and

(2) not later than 60 days after the retirement of the last Bond, an amount equal to 100% of the Rebate Requirement (determined as of the date of retirement of the last Bond).

Each payment required to be made under this Section shall be filed with the Internal Revenue Service Center, Ogden, Utah 84201, on or before the date such payment is due, and shall be accompanied by IRS Form 8038-T.

(d) No Nonpurpose Investment shall be acquired for an amount in excess of its fair market value. No Nonpurpose Investment shall be sold or otherwise disposed of for an amount less than its fair market value.

(e) For purposes of subsection (d), whether a Nonpurpose Investment has been purchased or sold or disposed of for its fair market value shall be determined as follows:

(1) The fair market value of a Nonpurpose Investment generally shall be the price at which a willing buyer would purchase the Nonpurpose Investment from a willing seller in a bona fide arm's length transaction. Fair market value shall be determined on the date on which a contract to purchase or sell the Nonpurpose Investment becomes binding.

(2) Except as provided in subsection (f) or (g), a Nonpurpose Investment that is not of a type traded on an established securities market, within the meaning of Code section 1273, is rebuttably presumed to be acquired or disposed of for a price that is not equal to its fair market value.

(3) If a United States Treasury obligation is acquired directly from or sold or disposed of directly to the United States Treasury, such acquisition or sale or disposition shall be treated as establishing the fair market value of the obligation.

(f) The purchase price of a certificate of deposit that has a fixed interest rate, a fixed payment schedule and a substantial penalty for early withdrawal is considered to be its fair market value if the yield on the certificate of deposit is not less than:

(1) the yield on reasonably comparable direct obligations of the United States; and

(2) the highest yield that is published or posted by the provider to be currently available from the provider on reasonably comparable certificates of deposit offered to the public.

(g) A guaranteed investment contract shall be considered acquired and disposed of for an amount equal to its fair market value if:

(1) A bona fide solicitation in writing for a specified guaranteed investment contract, including all material terms, is timely forwarded to all potential providers. The solicitation must include a statement that the submission of a bid is a representation that the potential provider did not consult with any other potential provider about its bid, that the bid was determined without regard to any other formal or informal agreement that the potential provider has with the City or any other person (whether or not in connection with the Bonds), and that the bid is not being submitted solely as a courtesy to the City or any other person for purposes of satisfying the requirements in the Regulations that the City receive bids from at least one reasonably competitive provider and at least three providers that do not have a material financial interest in the Bonds.

(2) All potential providers have an equal opportunity to bid, with no potential provider having the opportunity to review other bids before providing a bid.

(3) At least three reasonably competitive providers (i.e., having an established industry reputation as a competitive provider of the type of investments being purchased) are solicited for bids. At least three bids must be received from providers that have no material financial interest in the Bonds (e.g., a lead underwriter within 15 days of the issue date of the Bonds or a financial advisor with respect to the investment) and at least one of such three bids must be from a reasonably competitive provider. If the City uses an agent to conduct the bidding, the agent may not bid.

(4) The highest-yielding guaranteed investment contract for which a qualifying bid is made (determined net of broker's fees) is purchased.

(5) The determination of the terms of the guaranteed investment contract takes into account as a significant factor the reasonably expected deposit and drawdown schedule for the amounts to be invested.

(6) The terms for the guaranteed investment contract are commercially reasonable (i.e. have a legitimate business purpose other than to increase the purchase price or reduce the yield of the guaranteed investment contract).

(7) The provider of the investment contract certifies the administrative costs (as defined in Regulations section 1.148-5(e)) that it pays (or expects to pay) to third parties in connection with the guaranteed investment contract.

(8) The City retains until three years after the last outstanding Bond is retired, (i) a copy of the guaranteed investment contract, (ii) a receipt or other record of the amount actually paid for the guaranteed investment contract, including any administrative costs paid by the City and a copy of the provider's certification described in (7) above, (iii) the name of the person and entity submitting each bid, the time and date of the bid, and the bid results and (iv) the bid solicitation form and, if the terms of the guaranteed investment contract deviates from the bid solicitation form or a submitted bid is modified, a brief statement explaining the deviation and stating the purpose of the deviation.

(h) The employment of such experts and consultants to make, as necessary, any calculations in respect of rebates to be made to the United States of America in accordance with section 148(f) of the Code, is hereby authorized.

Section 12. In consideration of the purchase and acceptance of any and all of the Bonds issued hereunder by those who shall be the registered owners of the same from time to time, this Resolution shall be deemed to be and shall constitute a contract among the City and the registered owners of the Bonds.

Section 13. If any section, paragraph, subdivision, sentence, clause or phrase of this Resolution is for any reason held to be illegal or unenforceable, such decision will not affect the validity of the remaining portions of this Resolution. The Mayor and Council of the City hereby declare that it would have adopted this Resolution and each and every other section, paragraph, subdivision, sentence, clause or phrase hereof and authorized the issuance of the Bonds pursuant hereto irrespective of the fact that any one or more sections, paragraphs, subdivisions, sentences, clauses or phrases of this Resolution may be held illegal, invalid or unenforceable.

Section 14. All actions of the officers and agents of the City including the Mayor and Council of the City which conform to the purposes and intent of this Resolution and which further the issuance and sale of the Bonds as contemplated by this Resolution, whether heretofore or hereafter taken, are hereby ratified, confirmed and approved. The proper officers and agents of the City are hereby authorized and directed to do all such acts and things and to execute and deliver all such documents on behalf of the City as may be necessary to carry out the terms and intent of this Resolution.

Section 15. All acts and conditions necessary to be performed by the City or to have been met precedent to and in the issuing of the Bonds in order to make them legal, valid and binding general obligations of the City will at the time of delivery of the Bonds have been performed and have been met, in regular and due form as required by law, and no statutory, charter or constitutional limitation of indebtedness or taxation will have been exceeded in the issuance of the Bonds.

Section 16. All formal actions of this Council concerning and relating to the passage of this Resolution were taken in an open meeting of this Council, and all deliberations of this Council and of any committees that resulted in those formal actions were in meetings open to the public, in compliance with all legal requirements.

PASSED, APPROVED AND ADOPTED by the Mayor and Council of the City of El Mirage, Arizona, on this 5th day of May, 2015.

.....
MAYOR

ATTEST:

.....
CITY CLERK

APPROVED AS TO FORM:

.....
CITY ATTORNEY

CERTIFICATION

I hereby certify that the foregoing Resolution No. 2015-..... was duly passed and adopted by the Mayor and the Council of the City of El Mirage, Arizona, at a regular meeting held on the 5th day of May, 2015, and the vote was ayes and nays and that the Mayor and Councilmembers were present thereat.

.....
Clerk, City of El Mirage, Arizona

**CITY OF EL MIRAGE
ARCHITECTURAL SERVICES AGREEMENT**

THIS ARCHITECTURAL SERVICES AGREEMENT (“Agreement”) is made and entered into this 5th day of May, 2015, by and between the City of El Mirage, an Arizona municipal corporation (“City”), and Architekton (“Consultant”).

RECITALS

- A. The City of El Mirage is authorized and empowered by provisions of the City Code to execute contracts for professional services by and through its City Manager;
- B. The City desires to contract for Consultant to perform/provide Architectural services to design and prepare Construction Documents for the construction of a new City Hall (“Project”) as described in the attached scope of work, Exhibit A, which is incorporated herein by this reference, and in accordance with the terms of this Agreement;
- C. Consultant is duly qualified and license, if required, to perform the requested services in the State of Arizona.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and obligations set forth herein, the parties hereto agree as follows:

1.0 SCOPE AND DESCRIPTION OF SERVICES

Consultant shall act under the authority and approval of the Contract Administrator for the City to provide the professional services required by this Agreement. The Contract Administrator for the City shall be Jorge Gastelum, P.E., Director of Development and Community Services/City Engineer or designee. The Contract Administrator shall oversee the execution of this Agreement, assist the Consultant in accessing the organization, audit billings, and approve payments. The Consultant shall channel reports and special requests through the Contract Administrator. City reserves the right to change the Contract Administrator for the City without prior approval of Consultant.

- 1.1 Consultant shall provide Architectural Services described in Section 2.0 and Exhibit “A” in accordance with the terms and conditions of this Agreement. All work will be reviewed and approved by the Contract Administrator to determine acceptable completion. Review and approval by the Contract Administrator shall not relieve Consultant of any liability for improper, negligent or inadequate services rendered pursuant to this Agreement.
- 1.2 If there are changes in the Project or the Consultant’s services, a supplement to this Agreement may be negotiated at the request of either party.
- 1.3 Services of the Consultant are to commence on the date of execution of this Agreement and shall be undertaken to assure the expeditious completion in light of the purposes of this Agreement. The Architect shall make the following submissions, exclusive of the Owner's review time:

- 1.3.1 Programming Verification/Schematic Design Phase Documents: Within thirty (30) calendar days, not including City's review time, after the date of execution of this agreement.
 - 1.3.2 Design Development Phase: Within ninety (90) calendar days, not including City's review time, after written notice to proceed with Design Development Phase.
 - 1.3.3 Construction Documents Phase: Within one hundred fifty (150) calendar days, not including the City's review time, after written notice to proceed with Construction Documents Phase.
 - 1.3.4 Construction Administration Phase:
- 1.4 All documents, including but not limited to, drawings, specifications, data compilations, studies, and reports which are prepared in the performance of this Agreement are to be and remain the property of the City and are to be delivered to the Contract Administrator before final payment is made to the Consultant.
 - 1.5 Consultant shall be required to provide City Statements of Probable Construction Cost and Detailed Cost Estimates and updates thereto as specified. Such Statements of Probable Construction Cost and Detailed Cost Estimates represent Consultant's best judgment as a design professional familiar with the construction industry. However, it is recognized that neither the Consultant nor the City has any control over the cost of labor, materials or equipment, over the contractor's methods of determining bid prices, or over competitive bidding or market conditions. Accordingly, Consultant cannot and does not guarantee that bids will not vary from any Statement of Probable Construction Cost or other cost estimate prepared by Consultant.
 - 1.6 The total Scope of Work to be performed by Consultant in accordance with this Agreement is set forth herein and Exhibit A. Services not included in this Agreement, including Exhibit A, will be considered Additional Services. Consultant shall not perform any Additional Services without written authorization from the City's Contract Administrator. It shall be presumed that all services performed/provided by Consultant were included in the Agreement and contemplated by Consultant as being part of the original Scope of Work and the fees set forth herein, unless such services have been separately approved by the City's Contract Administrator, in writing, as Additional Services. Consultant shall not be paid for any Additional Services that are not authorized by the City's Contract Administrator in writing.

2.0 ARCHITECTUAL SERVICES

The Consultant's services consist of the four tasks described below and include normal structural, mechanical, and electrical engineering services. The Architect shall obtain the written approval of the Owner before beginning each subsequent phase.

- 2.1 Programming Verification/Schematic Design: Services identified in Exhibit A.
- 2.2 Design Development: Services identified in Exhibit A.
- 2.3 Contract Document Preparation: Services identified in Exhibit A. Consultant shall also provide City an updated Statement of Probably Construction Cost.

2.4 Post Design Services: Services identified in Exhibit A.

3.0 COMPENSATION and PAYMENTS

3.1 Consultant agrees to provide all services required under the terms of this Agreement and Exhibit A for the following not to exceed amounts, inclusive of all expenses and Subconsultant fees necessary to complete the required services under this Agreement.

3.1.1	Basic Services	\$ 527,505
3.1.2	Construction Administration Services	\$ 136,482
3.1.3	Allowances	<u>\$ 14,900</u>
	Total Fee for all Services	<u>\$ 678,887</u>

3.2 The time spent for each task as reflected in Exhibit B shall be recorded and submitted to the Contract Administrator. Consultant shall maintain all books, papers, documents, accounting records and other evidence pertaining to time billed and to costs incurred and make such materials available for audit by the City.

3.3 Consultant shall be paid according to the schedule set forth in Exhibit “B.” The Contract Administrator reserves the exclusive right to determine the amount of work performed and payment due the Consultant on a monthly basis. Consultant shall maintain all books, paper documents, accounting records and other evidence pertaining to such monthly billings and shall make such materials available at all reasonable times to the Contract Administrator. Monthly billings shall be accompanied by such documentation as the Contract Administrator may require making his/her determination of work performed and payment due.

3.4 Consultant shall be paid on a monthly basis based on monthly billings. The monthly billing shall identify services performed by Consultant’s personnel, the time spent on each task, the name and title of each person performing the work and the applicable rate of compensation for each person. For services performed by Subconsultants, the monthly billing shall identify the Subconsultant, the work performed by the Subconsultant, the amount billed, and a copy of the billing/invoice from the each Subconsultant for the month. City shall pay all amounts not disputed within thirty (30) days of receipt of Consultant’s request for payment.

3.5 Payments for Additional Services of Consultant authorized in writing by City’s Contract Administrator shall be made monthly upon presentation of the Consultant’s statement of services rendered.

3.6 If the Project is suspended for more than ninety (90) days or abandoned in whole or in part, the Consultant shall be paid compensation for services performed before receipt of written notice from the Owner of that suspension or abandonment. If the Project is resumed after being suspended for more than ninety (90) days, Consultant’s compensation and schedule shall be subject to renegotiation.

4.0 TERM, EXTENSION, TERMINATION

4.1 This Agreement shall be in full force and effect only when approved and signed by City’s City Manager as attested by the City Clerk. The Consultant shall not proceed with the work until directed to do so by receipt of a Notice to Proceed issued by the Contract Administrator. In the event any work or services, or portion thereof, Consultant is

required to provide under this Agreement cannot be completed within the time specified, the Contract Administrator may approve a change order extending the time for completion of the work or services, or portion thereof, when he/she determines it is in the best interests of the City to do so, for such period as the Contract Administrator deems reasonable. A change order extending the time for completion of the work pursuant to this subparagraph shall not entitle the consultant to additional compensation.

4.2 Termination

- 4.2.1 For Cause. The City has the right to terminate this Agreement for cause in the event Consultant materially breaches any provision of this Agreement or portion of the project and fails to remedy the breach within five (5) business days of notification of the breach, if the breach is remedial. If Consultant fails to remedy the breach or if the breach is not remedial, City may terminate this Agreement for cause immediately upon written notice to Consultant. In the event the City terminates this Agreement or any part of the services as herein provided pursuant to this Section 3.2.1, the City shall notify the Consultant in writing, and immediately upon receipt of such notice, the Consultant shall discontinue all work under this Agreement.

Upon termination for cause, Consultant shall immediately deliver to the City all drawings, special provisions, field survey notes, reports, estimates and any and all other documents or work product generated by the Consultant under the Agreement, together with all unused material supplied by the City. Consultant shall be responsible only for such portion of the work which has been completed and accepted by the City. Use of incomplete data by the City shall be the City's sole responsibility.

In the event of termination for cause, Consultant shall only be compensated a portion of the agreed upon fee for such portion of the work that City agrees, in its sole discretion to accept. City shall have no obligation to accept any portion of Consultant's work if the Agreement is terminated for cause, and shall have no obligation to pay Consultant for any portion of the work, if any, not accepted by City.

If the Consultant materially fails to fulfill in a timely and proper manner its obligations under this Agreement, or if the Consultant violates any of the covenants, agreements, or stipulations of this Agreement, the City may withhold from payment due to the Consultant such amounts as are necessary to protect the City's position for the purpose of set-off until such time as the exact amount of damages can be determined.

- 4.2.2 For Convenience. The City has the right to terminate this Agreement for convenience or to abandon any portion of the project for which services have not been performed by the Consultant. In the event the City terminates this Agreement or any part of the services as herein provided pursuant to this Section 3.2.2, the City shall notify the Consultant in writing, and immediately upon receipt of such notice, the Consultant shall discontinue all work under this Agreement.

Upon such termination for convenience or abandonment, the Consultant shall immediately deliver to the City all drawings, special provisions, field survey notes, reports, estimates and any and all other documents or work product generated by the Consultant under the Agreement, together with all unused material supplied by the City. Consultant shall be responsible only for such portion of the work which has been completed and accepted by the City. Use of incomplete data by the City shall be the City's sole responsibility.

The Consultant shall receive as compensation in full for services performed to the date of

such termination or abandonment, a fee for the percentage of services actually completed and accepted by the City. This fee shall be in an amount to be mutually agreed upon by the Consultant and the City, based upon the scope of work set forth in Exhibit A and the payment schedule set forth in Article 2 hereof. If mutual agreement cannot be reached after reasonable negotiation, the Contract Administrator shall determine the percentage of satisfactory completion of each task set forth in the scope of work contained in Exhibit A and the amount of compensation Consultant is entitled to for such work and the Contract Administrator's determination in this regard shall be final. The City shall make such final payment within 60 days after the Consultant has delivered the last of the partially completed items.

- 4.3 Non-appropriation. If the City Council does not appropriate funds to continue this Agreement and pay for charges hereunder, the City may terminate this Agreement at the end of the current fiscal period. The City agrees to give written notice of termination due to non-appropriation at least thirty (30) days prior to the end of City's current fiscal period and will pay to the Consultant all approved charges incurred through the end of such period.

5.0 INSURANCE AND INDEMNIFICATION

5.1 Indemnification.

5.1.1 Consultant agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless City, including its elected officials, officers, directors and employees (collectively "City") against any and all claims, demands, proceedings, suits, actions, damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the negligent performance of the services required under this Agreement by Consultant or any of its principals, officers or employees, its Subconsultants or Subcontractors, or anyone for whom Consultant is legally liable.

Consultant's obligation to defend, indemnify and hold harmless the City shall include the obligation to defend, indemnify and hold harmless the City from and against any and all claims, demands, proceedings, suits, actions, damages, liabilities or costs, including reasonable attorneys' fees and defense costs, relating to, arising out of, resulting from or alleged to have resulted from the failure or alleged failure of City to detect, discover (including allegations of negligent inspection) or prevent any negligent or intentional acts or omissions of Consultant or any of its principals, officers or employees, its Subconsultants or Subcontractors, or anyone for whom Consultant is legally liable. Consultant shall not be obligated to indemnify City for any other acts or omissions of the City.

5.1.2 City agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the Consultant and its principals, officers, employees, Subconsultants and Subcontractors (collectively Consultant) against claims, demands, proceedings, suits, actions, damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the negligent acts of City or any of its elected officials, officers, directors or employees (collectively City) in connection with the Project. City shall not be obligated to indemnify Consultant for any acts or omissions of Consultant.

5.2 Insurance

5.2.1 Consultant shall secure and maintain at its sole expense, and shall require its Subconsultants and Subcontractors providing any work or services related to this Agreement to secure and maintain, the insurance coverages described below until the Consultant's obligations under this Agreement are completed.

5.2.1.1 Commercial General Liability:

(a) Consultant must at all times relevant hereto carry a commercial general liability policy with a combined single limit of at least \$1,000,000 per occurrence and \$2,000,000 annual aggregate.

(b) Subconsultants and Subcontractors must at all times relevant hereto carry a general commercial liability policy with a combined single limit of at least \$1,000,000 per occurrence.

(c) This commercial general liability insurance must include independent contractors' liability, contractual liability, broad form property coverage, XCU hazards and a separation of insurance provision.

(d) These limits may be met through a combination of primary and excess liability coverage.

5.2.1.2 Auto:

A business auto policy providing a liability limit of at least \$1,000,000 per accident for Consultant and \$1,000,000 per accident for Subconsultants and Subcontractors, and covering owned, non-owned and hired automobiles.

5.2.1.3 Workers' Compensation and Employer's Liability:

A workers' compensation and employer's liability policy providing at least the minimum benefits required by Arizona law and employer's liability with limits not less than \$1,000,000 for each accident.

5.2.1.4 Professional Liability.

Professional errors and omissions liability policy providing minimum limits of \$1,000,000 each claim.

5.2.2. All insurance coverage shall be written through carriers licensed in Arizona, or on an approved non-admitted list of carriers published by the Arizona Department of Insurance, and possessing an A.M. Best rating of at least A+ or through Lloyd's of London. Coverage required by this Agreement shall not be written on a claims-made basis without the prior written approval of City.

5.2.3. Consultant shall, within ten (10) days after execution of this Agreement, submit to City certificates of insurance for Consultant and each Subconsultant and Subcontractor evidencing the coverages and limits stated in the foregoing paragraph. City will not issue a "Notice to Proceed" until after Consultant has submitted the required certificates of insurance to City. Insurance evidenced by the certificate shall not expire, be canceled, or materially changed without thirty (30) days prior written notice to the City, and a statement to that effect must appear on the face of the certificate and the certificate shall be signed by a person authorized to bind the insurer. The amount of any errors and omissions deductible shall be stated on the face of the certificate, but shall not be greater than the lesser of ten percent (10%) of the Total Fee for Services set forth in Section 3.1 or \$25,000. The Contract Administrator may require the Consultant to furnish a financial statement establishing the ability of Consultant to fund the deductible. If, in the judgment of the Contract Administrator, the financial

statement does not establish the Consultant's ability to fund the deductible, and no other provisions acceptable to the Contract Administrator are made to assure funding of the deductible, the Contract Administrator may, in his sole discretion, terminate this Agreement without further liability to the City.

6.0 GENERAL TERMS

- 6.1 Entire Agreement. This Agreement constitutes the entire understanding of the parties and supersedes all previous representations, written or oral, with respect to the services specified herein.
- 6.2 Governing Law. This Agreement shall be governed and interpreted according to the laws of the State of Arizona.
- 6.3 Modifications. Any amendment, modification or variation from the terms of this Agreement shall be in writing and shall be effective only after approval of all parties signing the original Agreement.
- 6.4 Assignment and Subcontract. Services covered by this Agreement shall not be assigned, sublet or subcontract, in whole or in part, without the prior written consent of the Contract Administrator.
- 6.5 Successors and Assigns. This Agreement shall extend to and be binding upon Consultant, its successors and assigns, including any individual, company, partnership or other entity with or into which Consultant shall merge, consolidate or be liquidated, or any person, corporation, partnership or other entity to which Consultant shall sell its assets. The Owner and the Architect each binds itself, its partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither the Owner nor the Architect shall assign, sublet or transfer its interest in this Agreement without the written consent of the other.
- 6.6 Records and Audit Rights. Consultant's records (hard copy, as well as computer readable data), and any other supporting evidence deemed necessary by the City to substantiate charges and claims related to this Agreement shall be open to inspection and subject to audit and/or reproduction by City's authorized representative to the extent necessary to adequately permit evaluation and verification of cost of the work, and any invoices, change orders, payments or claims submitted by the Consultant or any of his payees pursuant to the execution of the Agreement. The City's authorized representative shall be afforded access, at reasonable times and places, to all of the Consultant's records and personnel pursuant to the provisions of this article throughout the term of this Agreement and for a period of three years after last or final payment.

Consultant shall require all Subconsultants, insurance agents, and material suppliers (payees) to comply with the provisions of this article by insertion of the requirements hereof in a written Agreement between Consultant and payee. Such requirements will also apply to any and all Subconsultants,

If an audit in accordance with this article, discloses overcharges, of any nature, by the Consultant to the City in excess of one percent (1%) of the total Agreement billings, the actual cost of the City's audit shall be reimbursed to the City by the Consultant. Any

adjustments and/or payments which must be made as a result of any such audit or inspection of the Consultant'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 Consultant.

- 6.7 Dispute Resolution and 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 or arbitration board, 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 or by arbitration award.

As an alternative to filing a law suit to resolve the dispute, the parties may elect to arbitrate the dispute. Each party shall select a competent and impartial arbitrator. The two selected arbitrators shall appoint a third arbitrator. If the two appointed arbitrators cannot agree on a third, they may petition a judge having competent jurisdiction to select the third arbitrator, or they may resign their appointment jointly or individually so that the parties may renew the selection process. The written award of two of the three arbitrators shall bind the parties. The cost of the arbitrators and any expert witnesses shall be borne by the party that hired them. The cost of the third arbitrator and other expenses of the arbitration shall be shared equally by the parties. The arbitration shall take place in the City of El Mirage. State court rules of procedure and evidence shall be governing.

- 6.8 Independent Contractor. The services Consultant provides under the terms of this Agreement 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, Consultant may be subject to I.R.S. provisions for payment of estimated income tax. Consultant is responsible for consulting the local I.R.S. office for current information on estimated tax requirements. Consultant will not be entitled to any benefits provided by City to its employees, including, but not limited to, health benefits, workers' compensation, unemployment coverage, deferred compensation, and all other typical employee benefits.
- 6.9 Conflict of Interest. 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 or agreement 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 to the contract in any capacity or a consultant to any other party to 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).
- 6.10 Disclosure. Consultant affirms that Consultant and any of its principals have not agreed to make any valuable gift whether in the form of service, loan, thing or promise to any person, or any family member of such person, having the duty to recommend, the right to vote upon, or any other direct influence on the selection of Consultant to provide professional design services to the City within the two (2) years preceding the execution of this Agreement. A campaign contribution in accordance with the laws of the State of Arizona shall not be considered as a valuable gift for the purposes of this Agreement.

Subconsultant or Subcontractor, Consultant will remain solely responsibility to City for fulfillment of all terms and conditions of this Agreement.

- 6.18 Warranty. Consultant warrants the Construction Documents shall be complete and sufficient the construction of the Project at the site specified by the City. Consultant expressly disclaims all warranties of the Construction Documents, express or implied, for use in connection with any construction except the Project identified herein and at the specific site for which the Construction Documents were prepared.

7.0 FEDERAL AND STATE EMPLOYMENT IMMIGRATION LAWS.

- 7.1 To the extent applicable under A.R.S. § 41-4401, Consultant warrants its and its subcontractors compliance with all federal immigration laws and regulations that relate to their compliance with the E-verify requirements under A.R.S. § 23-214(A). Consultant's or its subcontractors' breach of the above-mentioned warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by the City of El Mirage. The City of El Mirage retains the legal right to randomly inspect the papers and records of Consultant and its subcontractors to ensure that the Consultant and its subcontractors are complying with the above-mentioned warranty.
- 7.2 The Consultant warrants to keep the papers and records relating to its professional services on this Project open for random inspection during normal business hours by the City of El Mirage. The Consultant shall cooperate with the City of El Mirage's random inspections including granting the City entry rights to Consultant's property to perform the random inspections and waiving its right to keep such papers and records confidential. The failure of Consultant to comply with this warranty regarding the keeping of papers and records and cooperating with the City's random inspections shall constitute a material breach of the Agreement and the City shall have the right to immediately terminate the Agreement.
- 7.3 Consultant further agrees to include the following language in all subcontracts entered into by Consultant with any person or entity to perform work on the Agreement and to terminate the agreement with any subcontractor who violates any of the warranties set forth in said language below.

To the extent applicable under A.R.S. § 41-4401, Subcontractor warrants to Consultant and the City of El Mirage Subcontractor's compliance with all federal immigration laws and regulations that relate to its compliance with the E-verify requirements under A.R.S. § 23-214(A). Subcontractor's breach of the above-mentioned warranty shall be deemed a material breach of the Agreement and may result in the termination of the subcontract by Consultant at the direction of the City of El Mirage. Subcontractor further acknowledges the City of El Mirage's right to randomly inspect the papers and records of Subcontractor to ensure that Subcontractor is complying with the above-mentioned warranty.

Subcontractor warrants to keep the papers and records relating to Subcontractor's professional services on this Project open for random inspection during normal business hours by City of El Mirage. Subcontractor shall cooperate with City of El Mirage's random inspections including granting the City entry rights to Subcontractor's property to perform the random inspections and waiving their respective rights to keep such papers and records confidential. The failure of

Subcontractor to comply with this warranty regarding the keeping of papers and records and failure to cooperate with the City's random inspections shall constitute a material breach of the Agreement and the City shall have the right to immediately require Consultant to terminate the Agreement with Subcontractor.

8.0 SERVERABILITY AND AUTHORITY

- 8.1 If any term or provision of this Agreement shall be found to be illegal or unenforceable, then notwithstanding such illegality or unenforceability, the Agreement shall remain in full force and effect and such term or provision shall be deemed to be deleted.
- 8.2 Each party hereby warrants and represents that it has full power and authority to enter into and perform this Agreement, and that the person signing on behalf of each has been properly authorized and empowered to enter this Agreement. Each party further acknowledges that it has read this Agreement, understands it, and agrees to be bound by it.

Made and entered into on the date first written above.

CITY OF EI MIRAGE

CONSULTANT: Architekton

By: Dr. Spencer A. Isom
Title: City Manager

By: Joseph M. Salvatore, AIA, LEED AP
Title: Principal

ATTEST:

By: Sharon Antes, City Clerk

APPROVED AS TO FORM:

By: Robert M. Hall, City Attorney

Exhibit A**ARCHITEKTON**

April 28, 2015

Mr. Jorge Gastelum
 City of El Mirage
 12145 NW Grand Avenue
 El Mirage, Arizona 85335

Re: Proposal for Architectural and Engineering Services ** Revised**
 Project Solicitation EMF15-F01 – El Mirage City Hall

Dear Mr. Gastelum,

This letter shall serve as the Architekton design team's services and fee proposal for the City of El Mirage Project EMF15-F01; El Mirage City Hall. This proposal is based upon the information we have gathered from the initial Request for Qualifications issued by The City of El Mirage, the information received during the project scoping meeting on April 8, 2015, and the budgetary provided by you in an e-mail on April 8, 2015.

The project team sub-consultants have provided proposals to Architekton for their services related to this project. Their services and fee proposals are included in this proposal. **Architekton** will provide architecture and interior design services. **BDA Engineering** will provide structural engineering services. **Henderson Engineering Incorporated** will provide Mechanical, Electrical, Plumbing, and Base Fire Protection. They offer Data/Telecommunications Infrastructure, and Security Systems engineering services as additional services for the City if you decide to use them.

J2 Design will provide civil engineering and landscape architecture services. They will provide site surveying services as additional services for the City if you decide to use them. **Ninyo & Moore** will provide geotechnical engineering services and a Phase One Environmental Report. **Mark Taylor** will provide cost estimating services.

Scope of the Project

The City of El Mirage has set aside \$6,650,000 for the new El Mirage City Hall. That amount has been identified as follows: *(The programmed budget for this effort is \$7,600,000)*

Building and On-site Development: <i>(including Council Chamber & security)</i>	\$ 3,804,000
IT: Data/Telecom: <i>(does not include security, phone system or computers)</i>	330,000
Parking Lot: <i>(includes utilities and parking along Mountain View)</i>	720,000
Civic Plaza: <i>(includes Veteran's Memorial, central courtyard and signage)</i>	580,000
Mountain View (half street): <i>(excludes parking)</i>	186,000
FF&E's:	250,000
Testing & Special Inspections:	50,000
Contractor's Design Phase:	50,000
Construction Sub-Total:	5,970,000
<u>Construction Contingency:</u>	<u>680,000</u>
Construction Total:	\$ 6,650,000

Site

The site for the new City Hall is south of the El Mirage Police Headquarters. It is a 2.8 acre parcel near the northwest corner of El Mirage Road and the Mountain View Road alignment (not including Mountain View Road right-of-way). Mountain View Road half street ROW improvements are part of this project. The El Mirage Road improvements are being completed under a separate project and are not included in this scope. It is understood that the El Mirage Road improvements will be completed before or at the same time as the new City Hall.

Site Program

The area surrounding this facility is planned to be a civic and retail area incorporating “living” street and new urbanism principles. Parking spaces will be provided directly off of Mountain View Road adjacent to the new building.

The site will hold approximately 150 parking spaces with some parking spaced directly off of Mountain View Road. Access to the parking lot will be off of El Mirage Road and Mountain View Road. (The city may install photovoltaic panel canopies over the onsite parking under a different contract and they are not part of this project.)

The City would like a landscaped public plaza at the entry to the New City Hall and that plaza should provide space for a Veterans’ Memorial element provided by the City.



Building Program

The proposed facility shall be 20,000 to 22,000 square feet in area and two stories in height. The program calls for the new facility to contain the following existing departments/staff (with space for 10% future growth):

City Administration:

Space for:

- Mayor
- City Attorney
- City Manager
- Intergovernmental Affairs/Public Relations Manager
- Grants Administration Coordinator
- Executive Assistant
- Assistant

City Clerk:

Space for:

- City Clerk
- City Hall Receptionist
- Office Support Staff

Development and Community Services Department

Space for:

- Director/City Engineer
- Management Analyst
- Economic Development Specialist
- GIS/Development Services Coordinator
- Plan Review Workstations
- Scanner & Departmental Storage

Engineering Department

Space for:

- Civil Engineer 1
- Assistant City Engineer
- Engineering Inspector

Finance Department

Space for:

- Accounting Manager
- Finance Director
- Accountant
- Account Clerk (2)
- Procurement Specialist

Human Resources Department

Space for:

- Human Resources Director
- Human Resources Manager
- Senior Human Resources Analyst
- Conference/Interview Space
- Departmental Secured Storage

Information Technology Department

Space for:

- Information Technology Director
- Network Administrator
- Information Technology Manager
- Additional Support position

General Building Multi-Departmental Spaces

- Lobby (w/Reception and Security desks)
- Security Office
- Council Chambers (Emergency Operations Component)
- Control Room (Emergency Operations Component)
- 20 pp Conference Room (Emergency Operations Component)
- 12 pp Conference Room (2)
- 6 pp Conference Room (Emergency Operations Component)
- Public Restrooms
- Family Restroom
- Staff Restrooms
- Staff Lockers
- Break/Lunch Room
- General Storage Space
- Building Support Spaces (HVAC, Elec, IT)

Scope of Services

Architekton understands the City of El Mirage will use the Construction Manager at Risk procurement method to build the project. An Architekton employee will support that selection process as a non-voting member of the selection panel.

The scope of services is presented five phases:

1. Visioning and Programming
2. Schematic Design
3. Design Development
4. Construction Documents and Permitting
5. Construction Administration

1. Visioning and Programming

Visioning Session

The Visioning Session is a key component to the project's success. Architekton will lead a group of stakeholders through a variety of exercises designed to organize and prioritize their visions for the project. The result is a list of qualitative goals for the project that has been vetted by all stakeholders and that will guide the design team while making critical decisions throughout the design and construction phases.

It is assumed the City of El Mirage (CEM) will determine who they would like to include as stakeholders and what subject matter the facilitators will cover. Architekton will document the results of the Visioning Session and distribute to the project team. We anticipate this session will occur over a single day.

Programming Session

Once that is completed, approximately one week later, Architekton will interview the key stakeholders selected by the CEM to confirm the actual program spaces to be included in the new City Hall. We anticipate these sessions would occur over a single day.

Architekton will generate a draft revised program from those meetings and review them with the same stakeholders for comment and correction. Architekton will revise the program and publish the program document.

2. Schematic Design

Schematic Design Charette

Architekton will lead a design charette with the key stakeholders from the CEM. Architekton will bring an enlarged site plan to Design Workshop, with “puzzle pieces” representing the facility’s program spaces. Together, we will lay out a variety of concepts and discuss the positives and negatives of each. By the end of the session, we will leave the meeting with one solidly vetted conceptual design layout.

Architekton will develop the concept into a Schematic Design Level Plan and develop two appropriate architectural solutions for the layout. Those plans and elevations will be presented to the key stakeholders for comments or corrections. Architekton will revise the Schematic Design Package based upon the corrected plans and submit them to our cost estimator for the Schematic Design Cost Estimate.

After the key stakeholders have reviewed and approved the Schematic Design Package and cost estimate, Architekton will publish the Schematic Design Deliverables and begin the Site Plan Review Process at the City with a pre-application meeting.

Schematic Design Deliverables

- Site Plan
- Floor Plan
- Building Elevations
- Building Section
- Character sketches
- Schematic Design Level Cost Estimate

3. Design Development

The design team will take the approved Schematic Design and develop all of the building systems in the Design Development Phase. We will hold a series of Design Development Workshops covering the Structure, Mechanical, Electrical, Access control, Site and Landscape, Interior Design and a combined workshop for coordination.

We will invite a variety of stakeholders to these workshops to input the City’s needs for each of these systems. We will try to use the basic systems installed at other CEM facilities to standardize building systems for ease of maintenance.

A Design Development package of drawings and outline specifications will be generated and submitted to the cost consultant and selected Construction Manager at Risk (CMAR). A set of these documents will be issued to the stakeholders for their review as well. Once the estimates are completed and verified in compliance with the budget, the Design Development set will be finalized and published for approval by the stakeholders.

Design Development Deliverables

- Site Plan
- Floor Plan
- Building Elevations
- Building Sections
- Major details
- Preliminary Structural Plans
- Preliminary Mechanical Plans (HVAV Systems)
- Preliminary Electrical Plans (Electrical Systems not excluded below)
- Preliminary Plumbing Plans (Plumbing Systems)

- Preliminary Fire Protection System Plans (Including general fire sprinkler and fire alarm design information, fire alarm device locations and written fire sprinkler and fire alarm specifications)
- Preliminary Site Lighting Systems design
- Energy Calculations and submittal forms as required by the authority having jurisdiction for HVAC and lighting only.
- Telephone and data boxes and conduit drawings including rough-in of Data/Telecomm systems, rough in of Audio Visual Systems, rough in of security systems (not including networking systems rough in, fiber optic rough in, communications cabling and jacks)
- Preliminary Grading and Drainage Plans
- Preliminary Utility Plans
- Preliminary Landscape Plans
- Outline specifications
- Design Development Level Cost Estimate

The documents prescribed by the CEM Planning and Zoning Department will be prepared and submitted to continue the Development Review process.

4. Construction Documents

Once the key stakeholders have approved the Design Development package, the design team will advance the design development documents and prepare the construction documents for the project. The documents will be produce using Autodesk Revit. In addition to the design team coordination meetings, this phase will require coordination meetings with the key stakeholders as the final drawings and specifications are being prepared.

The 90% construction document set of drawings will be issued to the CMAR to develop their GMP and to the City of El Mirage Building Safety Department for building permits. The design team will pick up the redline comments from the City and resubmit the set for permits. The modifications will be conveyed to the CMAR to ensure their GMP is inclusive of the changes required by the permitting process.

Once the GMP has been reconciled between the CEM and the CMAR, the design team will finalize the construction documents and publish the construction set. This will signal the start of the construction phase.

5. Construction Administration

During the construction phase the design team will render the following services:

- The project architect will attend the weekly meetings at the site and answer any questions related to the project.
- Requests for information (RFI's) issued by the CMAR will be answered
- Architectural Supplemental Information (ASI's) will be issued as needed
- Submittals will be reviewed in a timely manner
- Construction will be observed on a weekly basis with field reports issued.
- When the CMAR is fully prepared, a punch list will be prepared by the design team identifying work needed to be revised or repaired before final acceptance.
- When those modifications have been completed we will walk the site again with the CMAR to ensure the work is complete and issues a Certificate of Substantial Completion.

Other Services as noted below included in base services fee

- Interior Design, Furniture Fixture and Equipment (see description below)
- Graphics and Way Finding Design Services (see description below)

Interior Design, Furniture Fixtures and Equipment (Architekton) Included in Base Services Fees

- Architekton will work closely with the key stakeholders to coordinate the furniture, fixtures and equipment (that is not built into the facility by the CMAR) to be purchased and installed by the City through the CMAR. The built-in fixtures and equipment in areas such as the copy centers, public interfaces systems or transaction counters, special equipment such as break room appliances, records storage are just some of the many furniture or equipment to be designed selected and coordinated into the facility by Architekton Interior Design. Architekton will also work closely with the City and CMAR to select the appropriate vendor and supplier of these special systems.

Graphics and Way finding Design – Architekton Included in Base Services Fee

- Architekton will provide graphic design services to the CEM for this project to identify appropriate graphic signage and way finding for the project using the existing Government Center’s signage and graphics package standards. This work will coordinate with the City’s current standards and at the direction of those responsible for the city’s graphic standards. The intent is to use the same type signs in similar locations and develop any new signs that will be required using the El Mirage standards. The signs will be complementary with the signage and way finding at the adjacent City Buildings.
- During the Construction Documents Phase the deliverables will be a set of construction documents for the signs themselves and a location directory. These will include (Site Plan, Floor Plan, Elevations, Details and specifications).
- During Construction, Architekton will review the sign company submittals, answer their questions and assist in the exact and final placement of the signs.

Additional Service included at the City of El Mirage Request

- Site Survey (see J2 Fee Proposal attached and a part of this fee proposal) - This would provide the necessary site topographic survey and ground horizontal/vertical surveying control of the site to serve as the basis of the site design. Please note this is not an ALTA survey.
- Geotechnical Report (see Ninyo & Moore Fee Proposal attached and a part of this fee proposal) – This would provide the necessary Soils Report with earthwork, reuse of onsite soils, sub-grade preparation, building foundations, pavement sections, and associated utility recommendations.
- Phase 1 ESA (see Ninyo & Moore Fee Proposal attached and a part of this fee proposal) – This would provide the findings and providing opinions and recommendations regarding possible environmental impacts at the Site.
- Special Structural Inspections (see BDA Fee Proposal attached and a part of this fee proposal) - BDA proposes to perform these inspections on a per trip charge of \$550 per trip. BDA estimates that the total cost will be no more than \$16,500.00 or this project.
- Half Street ROW Improvements for Mountain View Road for length of project development (see J2 Fee Proposal attached and a part of this fee proposal)
- Security System Design (see HEI Fee Proposal attached and a part of this proposal) – This would provide professional design service for the Electronic Physical Security Systems
- Audio/Visual Systems Design (see HEI Fee Proposal attached and a part of this proposal) – This would provide professional design service for Audio/Visual Systems
- Data/Telecommunications Systems Design (see HEI Fee Proposal attached and a part of this proposal) – This would provide professional design service for the Data/Telecom Systems. It is understood that CEM will relocate their existing Telecommunications system (at the existing City Hall) to the new City Hall and it is assumed that the CEM IT department will be responsible for the Data Systems acquisition and installation. (HEI’s base fee includes coordination with the IT department to design the data/telecom

infrastructure. HEI will design the back boxes, conduit runs and cable trays back to the servers provided by CEM. However, if CEM decides to have HEI provide that design work, this add services fee will include that work.

Services not included:

The following services are not included or are considered optional in the basic services fee proposal. However these services can be added to the scope of services at the discretion of the City.

- Building envelope energy calculations unless required by the permitting agency per code
- Clock Systems
- Intercom Systems
- Communications cabling and jacks
- Traffic signal design
- Construction Staking (by CMAR)
- Utility Potholing (by CMAR)
- Materials testing (by CMAR)
- Public water and/or sewer main design or modeling
- Replat or lot combination
- Easement/Legal Description preparation
- Off-site street, curb, sidewalk, water, sewer, or storm drain improvements except as noted in Dibble Engineering Fee Proposal (except the Mountain View Road work included in this proposal)
- Preparation of ALTA survey
- As-built survey (to be provided by contractor)
- Certification of finish floor elevation (by CMAR if Required)
- Cost of permits or fees (by City)
- Gas design (none anticipated)
- Traffic Impact Analysis or Signal Warrant
- Environmental or Cultural resources surveys, section 404 permits and associated studies
- Preparation of an Environmental Impact Statement or other clearance documents
- Coordination of and/or conducting Materials Testing and Special Inspections
- Irrigation Pump System
- Native Inventory and/or Salvage Plan

Schedule

Attached to this proposal is a complete schedule for the project through construction. The estimated start date can be adjusted to meet the needs of the City.

COMPENSATION - A&E Services

Base Architecture and Engineering Services Fees

The basic services fees below include the fees for Architekton (Architecture and Programming), J2 (Civil Engineering and Landscape Architecture), BDA (Structural Engineering), and Henderson Engineers (Mechanical, Electrical, Plumbing, Basic Fire Protection, Data Telecommunication Infrastructure, A/V and Security Systems Engineering), Mark Taylor (Cost Estimating services). Please see the attached Fee Summary sheet for the individual consultant fee breakdown.

The City of El Mirage has accepted the design services for and their fees are included in the fee totals and breakout below:

- Site Survey
- Half Street ROW Improvements for Mountain View Road
- Ninyo-Moore Geotechnical Report
- Ninyo-Moore Phase One Environmental Report
- Henderson Engineers Security Systems (Special Systems)
- Henderson Engineers Data/Telecommunications (Special Systems)
- Henderson Engineers Audio Visual Systems Engineering (Special Systems)

Overall Design Fees Per Phase

Programming Verification/Schematic Design Phase	\$ 152,657.40
<ul style="list-style-type: none"> • <i>Architecture</i> • <i>MEP</i> • <i>Special Systems</i> • <i>Structural</i> • <i>Civil (including Mountain View Road ROW Improvements)</i> • <i>Landscape</i> • <i>Survey</i> • <i>Soils Report</i> • <i>Phase One Environmental Report</i> • <i>Program Budget</i> • <i>SD Cost estimate)</i> 	
Design Development Phase	\$ 131,382.40
<ul style="list-style-type: none"> • <i>Architecture</i> • <i>MEP</i> • <i>Special Systems</i> • <i>Structural</i> • <i>Civil (including Mountain View Road ROW Improvements)</i> • <i>Landscape</i> • <i>DD Cost Estimate</i> 	
Construction Document Phase	\$ 243,464.80
<ul style="list-style-type: none"> • <i>Architecture</i> • <i>MEP</i> • <i>Special Systems</i> • <i>Structural</i> • <i>Civil (including Mountain View Road ROW Improvements)</i> • <i>Landscape</i> • <i>CD Cost Estimate</i> 	
<hr/>	
Pre-Construction Design Fees	\$ 527,504.60
Pre-Construction Reimbursable Expense Allowance (Printing, Deliveries, Mileage)	\$ 11,900.00

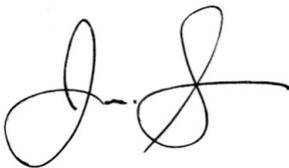
Construction Administration Phase	\$ 136,482.40
<ul style="list-style-type: none"> • <i>Architecture</i> • <i>MEP</i> • <i>Special Systems</i> • <i>Structural</i> • <i>Civil (including Mountain View Road ROW Improvements)</i> • <i>Landscape</i> 	
Construction Administration Reimbursable Expense Allowance (Printing, Deliveries, Mileage)	\$ 3,000.00
Total Fees	\$ 663,987.00
Total Reimbursable Allowance	\$ 14,900.00

The proposal for each consultant is attached to this proposal. The design fees from each are summarized as follows:

Architekton, Inc. (Architecture & Interiors)	\$ 325,000.00
Henderson Engineering Inc. (MEP, Special Systems)	125,300.00
BDA, Inc. (Structural & SSI's)	54,000.00
J2 Engineering (Civil, Landscape, ROW Improvements)	117,887.00
Mark Taylor (Cost Estimating)	29,800.00
Ninyo-Moore (Soils and Phase 1 Environmental)	12,000.00
Total	\$ 663,987.00

Attached to this proposal is the proposed schedule with May 30, 2016 as the completion date for the construction. The proposals from each of the consultants are also attached to this proposal and are a part of it. If you have any questions in this regard, Please do not hesitate to contact me at my office. We look forward to providing the City of El Mirage with excellent design services on this project.

Sincerely,



Joseph M. Salvatore, AIA, LEED AP
Principal, Architekton
480.894.4637o | 480.229.4238f | 480.229.4238c

Attachments: Fee summary Spreadsheet; Consultant Proposals; Schedule



April 13, 2015

Mr. Joe Salvatore AIA, LEED AP
Architekton
464 South Farmer Avenue, Suite 101
Tempe, AZ 85281

Re: Fee Proposal
El Mirage City Hall
El Mirage, AZ

Dear Joe:

We are pleased to present to you this proposal for consulting design services covering the structural engineering for this project. The parameters of the project are as described in your email and attachments of April 8. A summary is as follows:

The structural design of a new single story 20,264 square foot building. The building may of Type 5 construction. The expected materials will be load bearing masonry and a wood roof structure. The estimated cost of construction is \$6.65M as described in the Final Construction budget document.

As a design based consulting firm, it is our desire to create structures that work in harmony with the architecture. For this project, we propose to provide the following services as a portion of the basic design contract:

1. Produce design calculations and construction documents necessary for permitting.
2. Respond to local municipality plans check comments, as necessary within seven business days.
3. Review shop drawings and submittals.

Currently excluded from this scope are:

1. Reimbursable expenses, which will be billed in conjunction with our current schedule.

The items currently excluded from this proposal may be included under a separate contract or as an addendum to this proposal.

We propose the following fee as outlined below:

For the scope, as outlined above, we propose a fixed fee of \$37,500.00 (Thirty Seven Thousand Five Hundred Dollars).

For the special structural inspections, we would propose to perform these inspections on a per trip charge of \$550 per trip, which matches the trip charge from the YMCA project adjacent to the site. We would estimate that the total cost will be no more than \$16,500.00 for this project.

It is typically the policy that invoices are paid within 15 days of corresponding payment from the owner. A fee of 1.5% per month will be applied to late payments that go uncollected for more than 90 days, calculated from the invoice date.

Limitation of liability: In recognition of the relative risks and benefits of the Project to both the Client and Consultant, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of the Consultant to the Client for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert-witness fees and costs, so that the total aggregate liability of the Consultant to the Client shall not exceed the Consultant's total fee for service rendered on this Project.. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

The standard of care for all professional services performed or furnished by Consultant under this Agreement will be the skill and care used by members of Consultant's profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with Consultant's services.

We have established our reputation for being a different kind of structural design firm - one that is creative, design based, cost-conscious and responsive. All consulting engineering are provided with the consensus standard of care for the profession.

Yours truly,

A handwritten signature in black ink, appearing to be 'J. Greg Brickey', with a stylized flourish at the end.

J. Greg Brickey, SE
Principal
GB/mh



lenexa bentonville dallas houston kansas city las vegas
los angeles new york metro philadelphia phoenix tampa

EXHIBIT A PROPOSAL FOR ENGINEERING SERVICES

Date: Apr 27, 2015

Client

Architekton
464 S. Farmer Ave
Tempe, AZ 85281
Contact: Joseph Salvatore

Project

El Mirage City Hall
El Mirage, AZ

HEI Project Number: 1550000611

Project Description and Scope of Services

Henderson Engineers, Inc. (HEI) will provide mechanical, electrical, and plumbing (“M/E/P”) drawings and specifications. HEI’s specific scope of services is set forth in the attached Scope of Services. This Scope of Services and Fee is based on the RFQ, construction budget (\$6,650,000), and interview slides from Joe Salvatore (Architekton) to HEI on 4/8/15.

Services and Fee Detail

Fee Type	Phased Fixed Fee	
•	Schematic Design	\$25,060
•	Design Development	\$25,060
•	Construction Documents	\$50,120
•	Total HEI Design Phase Services Fee	\$100,240
•	Total HEI Construction Phase Services Fee	\$25,060
•	Telecomm, A/V, Security scope of services	see attached Exhibit B
•	Additional Services	HEI’s hourly rates or Negotiated Fee
•	Reimbursable Expenses Multiplier	1.05
•	Hourly Rates	Refer to Hourly Rate Schedule

When accepted by Client this Proposal for Engineering Services and its attachments shall become a binding contract between the parties and shall make it subject to the Scope of Services and Terms and Conditions, which are attached and incorporated by this reference. HEI is authorized to begin performance upon its receipt of a copy of this Contract signed by Client. If HEI proceeds at the direction of Client and Contract is not signed, or altered within ten (10) business days, then it is agreed that terms of Contract are accepted by Client.

Accepted for Client:

By (signature): _____

Print Name:

Title: Architect Principal

Date:

Accepted for Henderson Engineers, Inc.

By (signature): _____

Print Name: Marcus Sanchez

Title: Vice President

Date:

SCOPE OF SERVICES

Only services marked with an "X" are included in the Scope of Services.
Services not marked can be provided as Additional Services if requested. Services not listed are excluded.

Preliminary Phase:

- MEP/FP Site Observation Data provided to HEI
- MEP/FP Site Observation with Report by HEI
- Lease Review

Schematic Design/Design Development

- HVAC System Options for **1** System
- Prelim. MEP Utility Sizes
- Prelim. HVAC Equipment Size(s) & Location(s)
- Prelim. Electrical Equipment Size(s) & Location(s)

Fire Protection

- Fire Alarm Device Layout with Performance Specification
- Fire Alarm Design Drawings with Wiring, Voltage Drop and Battery Calculations
- Fire Sprinkler Performance Specification Only (No Head Layout)
- Fire Sprinkler Drawings with Head Layout and Performance Specification
- Fire Sprinkler Design Drawings with Sprinkler Head Locations, Pipes with Sizes and Hydraulic Calculations
- Fire Sprinkler Hydraulic Calculations

LEED™

LEED™ for Retail – Commercial Interiors

- Design with a goal of LEED Certified
- Design with a goal of LEED Silver
- Design with a goal of LEED Gold
- Design with a goal of LEED Platinum
- LEED Facilitation Services
 - Includes coordinating LEED requirements between consultants and managing LEED process and schedule.
- LEED Submittal Documentation

Lighting

- Interior Lighting Design
- Lighting Layout, Reflected Ceiling Plan and Luminaire Schedule Provided to HEI.
- Luminaire Selection & Specification
- Final Luminaire Locations, Layout, Specifications, and Schedule as coordinated with Architect.
- Circuiting and Controls
- Photometrics
- Emergency Lighting Design
- Inverter System
- Architectural/Specialty Lighting Design
- Site Lighting Design with Photometrics

M/E/P

- Prepare Demolition Drawings
- Mechanical Drawings & Specifications
- Smoke Evacuation Design
- Electrical Drawings & Specifications
- Drawings for Rough-in Box and Conduit for Voice/Data/POS Outlets. Layout provided to HEI
- Drawings for Rough-in Box and Conduit for Security and A/V Devices. Layout provided to HEI
- Plumbing Drawings & Specifications
- Extension of Utility Services to Tenant Space
- I.T. Room / Data Center
- Drawings for Emergency Generator Power Design
- Drawings for UPS / Back-up Power Design
- Lightning Protection Performance Specification
- Opinion of Probable Construction Cost

Specifications

- Specifications on Drawings
- Division 15/16 Book Specifications
- MasterSpec Format 2004 Book Specifications

Studies

- HVAC System Analysis
- Building Energy Modeling
- Daylighting Analysis
- Fault Current Study
- Arc Flash Study
- Electrical Coordination Study

Calculations & Documentation

- Lighting Energy Code Calculations (max. **2** Iterations)
- ASHRAE 90.1 or IECC Energy Code Compliance - Mechanical and Lighting
- Title 24 or FlaCom Energy Code Compliance – Mechanical & Lighting
- CALGreen Compliance Calculations
- Building Envelope Compliance Calculations
- Mall or Landlord Forms
- Permit Application Forms
- Self Certification Forms (New York City)
- Lightning Protection Risk Analysis

Coordination Services

Consultants' deliverables must be provided to HEI

- Coordinate with Lighting Consultant
- Coordinate with IT, Security, A/V Consultant
- Coordinate with Food Service Consultant
- Attend 4 Design Coordination Meeting(s)

Document Submittals

- Schematic Design
- Design Development
- 50% Construction Documents Review
- 90% Construction Documents Review
- Issue for Permit
- Issue for Bid
- Issue for Construction

Bid/Negotiation Phase

- Attend Pre-Bid Meeting
- Respond to Bidder Questions
- Attend Bid Opening Meeting
- Bid Review and Analysis

Limited Construction Administration Services

- Attend 0 Construction Meeting(s)
- Participate in Weekly Construction Conference Calls
- Respond to Contractor RFI's
- Review Submittals & Shop Drawings
- Review O&M Manual
- Review Test & Balance Report
- Pre-Cover Observation with Report
- Final Observation with Report
- Observation Verification Visit with Report
- Self Certification Controlled Inspections with Report (New York City)
- Review Contractor As-Built Drawings
- Prepare Record Drawings

Details of Services

1. **Basis of Proposal.** The Scope of Services above is based on the information provided to HEI as of the date of this proposal. Changes to the scope, changes in conditions, additional information, or redesigns may necessitate additional services.
2. **Additional Services.** The services listed above which are not checked may be considered additional services. Additional services shall be provided only upon authorization by the Client and shall be paid for by the Client as hereinafter provided. Fees will be invoiced on a time and expense basis for any Additional Services authorized in writing by the Client, and will be invoiced separately at the following standard hourly rates. Other additional services may include, but are not limited to:
 - a. Modifications to base building utilities or utility improvements to space.
 - b. Mock-ups.
 - c. Evaluation of substitutions.
 - d. Value engineering.
 - e. Construction phase services.
 - f. Responses to RFIs where such information is available to the contractor.
 - g. Services made necessary due to default or insufficient work of a contractor.
 - h. Documentation of, or modification to, base building utilities within tenant space which services other spaces.
 - i. Solar hot water system design.
 - j. Photovoltaic power system design.
 - k. Storm water design.
 - l. Lightning protection design.
 - m. Wind power system design.
3. **Reimbursable Expenses.** Reimbursable expenses include, but are not limited to:
 - a. Reproductions, plots, postage, handling, and delivery of Project related documents and electronic media requested by the Client or Owner
 - b. Travel expenses including, but not limited to, airfare, lodging, meals, airport parking, and car rental
 - c. Overnight delivery, handling, and postage charges
 - d. Local delivery, handling, and postage charges
 - e. Automobile mileage, required to meet Project meeting requirements and site visit requirements, calculated at the current published IRS standard mileage rate.

HOURLY RATE SCHEDULE - \$ per hour

Core Rates

Senior Principal	190
Principal	175
Associate	145-170
Department Director	130-140
Project Manager	120
Senior Professional Engineer	140-155
Professional Engineer	115-135
Senior Designer	115-135
Designer	85-110
BIM/CADD Technician	70-85
Administrative Assistant	70-80
Clerical	65
Site Observation Specialist	85-100

Special Rates

Commissioning Agent	100-120
Commissioning Technician	75-95
Sr. Refrigeration Engineer	140-170
Refrigeration Engineer	110-140
Sr. Refrigeration Designer	115-135
Refrigeration Designer	90-110
Sr. Technology Specialist	135-150
Technology Specialist	95-120
Sr. Network Consultant	135-150
Network Consultant	95-120
Sr. Security Specialist	135-150
Security Specialist	95-120
BIM/CADD Specialist	80-135

TERMS & CONDITIONS

This Contract is entered into by the Client and Henderson Engineers, Inc. (HEI). For purposes of this document the term HEI pertains to all employees, officers, directors, and all divisions of Henderson Engineers, Inc.

Performance of Services: HEI shall perform the basic services as outlined above, and additional services as required or directed by the Client in consideration of the fee arrangements and payment terms described in this Contract. HEI shall perform its services consistent with the professional skill and care ordinarily provided by professionals practicing in the same or similar locality under the same or similar circumstances. HEI shall perform its services as expeditiously as is consistent with the standard of care.

Verification of Existing Conditions: Because evaluation of the existing structure or site requires that certain assumptions be made regarding existing conditions the Client agrees to indemnify and hold HEI harmless from and against any and all damage, liability and cost arising or allegedly arising out of any existing conditions which HEI is unable to verify. HEI shall not be required to sign any documents that would result in HEI having to certify, guarantee or warrant the existence of conditions that HEI cannot ascertain.

Changed Conditions: In light of occurrences or discoveries that were not originally contemplated by or known to HEI, HEI may at such time call for contract renegotiation. If terms cannot be agreed to through good faith negotiations, the parties agree that either party has the absolute right to terminate this Contract.

Hazardous Materials: In the event HEI or any other party learns of asbestos, toxic materials, or other hazardous materials ("Hazardous Materials") at the jobsite, HEI may, at its option and without liability for any damages, suspend performance of services until the Client identifies, abates and/or removes the Hazardous Materials and warrants that the jobsite is in full compliance with applicable laws and regulations. HEI is not responsible for any services related to Hazardous Materials or any claims resulting from the existence, discovery, or removal of Hazardous Materials or costs associated therewith.

Information Provided by Others: HEI shall indicate to the Client the information needed for rendering of services hereunder. The Client shall provide to HEI such information as is available to the Client and the Client's consultants and contractors, and HEI shall be entitled to rely upon the accuracy and completeness thereof.

Notification of Defects: Client shall promptly report to HEI any defects or suspected defects in HEI's services of which Client becomes aware. Failure by Client, or its contractors or subcontractors, to promptly notify HEI shall relieve HEI of the

costs of remedying the defects above the sum such remedy would have cost had prompt notification been given.

Opinions of Probable Costs: In providing opinions of probable cost, the Client understands that HEI has no control over costs or the price of labor, equipment or materials, or over the Contractor's method of pricing, and that the opinions of probable construction costs provided herein are to be made on the basis of HEI's qualifications and experience. HEI makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual costs. HEI shall be compensated as Additional Service, as provided for herein, for all time spent to review, redesign and to incorporate revisions due to probable costs.

Value Engineering: If the Client plans to provide for any value engineering review the Construction Documents prepared by HEI, it shall be at the Client's sole expense and performed in a timely manner so as not to delay the orderly progress of HEI's services. HEI is not required to comply with any recommendation that HEI feels, in its sole opinion, would not comply with its professional standard of care.

Ownership of Documents: All documents, including all documents on electronic media, prepared by HEI under this Contract are instruments of HEI's professional service and shall remain the property of HEI and may be used by Client for purposes of constructing and maintaining this Project, but may not be used by the Client for any other purpose without the written prior consent of HEI.

Unauthorized Changes: In the event the Client allows, authorizes or approves of changes to the Construction Documents which are not approved in writing by HEI, the Client agrees to indemnify, hold harmless, and release HEI from any liability, damage, or cost arising from such changes.

Construction Phase Services: HEI shall be responsible only for those Construction Phase services expressly required of HEI in the Scope of Services section of this Contract. With the exception of such expressly required services, HEI shall have no other obligations during construction and Client assumes all responsibility for all other necessary Construction Phase professional services. Client waives all claims against HEI that may be connected in any way to Construction Phase professional services except for those services that are expressly required of HEI in the Scope of Services. If HEI's scope of services includes site observation, HEI shall visit the Project at appropriate intervals during construction to become generally familiar with the progress and quality of the work and to determine if the work is proceeding in general accordance with the Contract Documents. HEI is not required to make detailed inspections or to provide exhaustive or continuous project review and observation services. HEI does not guarantee the performance of, and shall have no responsibility for, the acts or omissions of any contractor,

subcontractor, supplier or other entity furnishing materials or performing any work on the Project.

Jobsite Safety: The Client agrees that the contractor is solely responsible for jobsite safety and construction means and methods. Neither HEI's services nor presence at the site shall relieve the contractor or any other entity of its obligations, duties and responsibilities necessary for performing or coordinating all portions of the work and any health/safety precautions required by regulatory agencies.

Payment: Payment is due to HEI within 30 calendar days of the invoice date.

Interest & Collection Costs: If payment is not received by HEI when due, the Client shall pay as interest an additional charge of one (1.0) percent (or the maximum allowable by law, whichever is lower) of the PAST DUE amount per month. Payment thereafter shall first be applied to accrued interest and then to the unpaid principal. In the event legal action is necessary to enforce the payment provisions of this Contract, HEI shall be entitled to collect from the Client, to the fullest extent permitted by law, any judgment or settlement sums due, reasonable attorneys' fees, court costs and expenses incurred by HEI in connection therewith and the reasonable value of HEI's time and expenses spent in connection with such collection action, computed at HEI's prevailing fee schedule and expense policies.

Betterment: If, due to HEI's error, any required item or component of the Project is omitted from the Construction Documents produced by HEI, HEI's liability shall be limited to the difference between the cost of adding the item at the time of discovery of the omission and the cost had the item or component been included in the Construction Documents. In no event will HEI be responsible for any cost or expense that provides betterment, upgrade or enhancement of the Project.

Mutual Waiver: To the fullest extent permitted by law, HEI and Client waive against each other, and the other's

employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project.

Dispute Resolution: Any claims or disputes between the Client and HEI arising out of this Contract or the services to be provided hereunder, except for claims related to Client's non-payment of compensation due, shall, as a condition precedent to litigation, be submitted to non-binding mediation.

Limitation of Liability: In recognition of the relative risks and benefits of the Project to both the Client and HEI, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of HEI and its subconsultants to the Client for any and all injuries, claims, losses, expenses, damages of any nature whatsoever or claims expenses arising out of this Contract, or the services to be provided hereunder, from any cause or causes, so that the total aggregate liability of HEI and its subconsultants to the Client shall not exceed HEI's total fee for services rendered on this Project or \$10,000, whichever is greater. Such claims and causes include, but are not limited to design professional's negligence, errors, omissions, strict liability, indemnity, breach of contract or breach of warranty.

Termination & Suspension: This Contract may be terminated at any time by either party upon five (5) days' written notice should the other party fail to perform its obligations hereunder. In the event of termination for any reason whatsoever, Client shall pay HEI for all services rendered to the date of the termination, and all reimbursable expenses incurred prior to termination. If Client fails to make payments when due under this Contract, HEI may elect to suspend performance of services upon five (5) calendar days' notice to Client. HEI shall have no liability whatsoever to Client for any costs or damages as a result of such suspension caused by any breach of this Contract by Client.



lenexa bentonville dallas houston kansas city
las vegas new york metro philadelphia phoenix tampa

EXHIBIT B AGREEMENT FOR DESIGN SERVICES

ARTICLE I. SCOPE OF SERVICES

1. TECHNOLOGY SCOPE OF SERVICES

HEI will provide design services and construction drawings and specifications for telecommunications infrastructure for the El Mirage City Hall. The telecommunications infrastructure shall include copper and/or fiber optic cabling; racks/cabinets; terminations and patch panels; faceplates and outlets; and requirements for testing and labeling of the infrastructure. HEI has assumed that network electronics, including: switches, servers, Wi-Fi, and telephone systems shall be designed and/or provided by Others.

2. AV SCOPE OF SERVICES

HEI will provide Audio-Visual system design for a City Council Chamber. HEI has assumed that this will include microphones at dais and lectern position; a projector and screen (or two of each); distributed sound system; AV inputs at Lectern; and a simple control system to select video sources and adjust volume. HEI has assumed that recording and/or video conferencing are not a part of this scope, but can provide design of these services as an additional service, if required by Owner. HEI has assumed no other rooms/spaces in the building will require AV systems, but can provide design services for these spaces, if any, as an additional service.

3. TECHNOLOGY AND AV BASIC SCOPE OF SERVICES

A. HEI shall provide the following under the terms of this Agreement:

1. Deliverables:

- a) Written description of technology and AV systems for Schematic Design.
 - (a) Opinions of Probable costs
 - (i) Will not be provided, but costs developed by others will be reviewed for general conformance with the documented technology systems
- b) One line technology infrastructure documents for design development plans.
 - (a) Opinions of Probable costs
 - (i) Will not be provided, but costs developed by others will be reviewed for general conformance with the documented technology systems
- c) One set of construction document review drawings at 50% and 90% completion.
- d) One set of reproducible construction drawings and specifications.

2. Coordination services:

- a) Attendance at approximately 2 project design meetings (one each for Tech and AV) in El Mirage. Meetings via tele/video conference as required.
- b) Coordination of technology design with architect, M/E/P/FP, structural and civil design consultants.

3. Limited Construction Phase Services consisting of:

- a) Response to questions during bidding.
- b) Response to code review comments.
- c) Review of submittals for compliance with the Contract Documents including up to (2) reviews of each submittal (e.g. shop drawing, product data item, sample and similar submittal) by the Contractor. Submittal reviews beyond this number will be invoiced based on hourly rates as set forth herein.
- d) Response to contractor written Requests for Information (RFIs) during course of construction.
- e) Construction observation visits to job site to determine in general if the work observed is being performed in a manner indicating that the work, when fully completed, will be in accordance with the Contract Documents. HEI will not make exhaustive or continuous on-site inspections to check the quality or quantity of the work. (2 trips with 1 designer; one each for Tech and AV.)

B. The following are not provided by HEI under the terms of this Agreement:

1. Design of extension of CATV and telecommunications utilities and/or utility pathways to any site

2. Design of extension of CATV and telecommunications utilities and/or utility pathways to within 5' of the building
3. Design or coordination of the relocation of any existing data or technology service, component or device
4. Design of any active telephone or data component
5. Design of any system related to emergency response, dispatch, or 911 service
6. Design of any radio or RF systems
7. See "Excluded Services" for additional items not included.

4. SECURITY SCOPE OF SERVICES

HEI will provide design services and construction drawings and specifications for the electronic security system and infrastructure. The electronic security systems shall include access control, duress alarms, video surveillance, and intrusion detection systems. HEI has assumed that the electronic physical security systems for this building shall be designed as "stand-alone" systems, but if integration with existing City systems is desired, this can be provided as an additional service. HEI has assumed that any dispatch, radio, 911 and/or E911 components, systems and/or equipment shall be designed by Others.

5. SECURITY BASIC SERVICES

A. HEI shall provide the following under the terms of this Agreement:

1. Deliverables:
 - a) Written description of security systems for Schematic Design.
 - (a) Opinions of probable costs
 - (i) Will not be provided, but costs developed by others will be reviewed for general conformance with the documented technology systems
 - b) One line security documents for design development plans.
 - (a) Opinions of probable costs
 - (i) Will not be provided, but costs developed by others will be reviewed for general conformance with the documented technology systems
 - c) One set of construction document review drawings at 50% and 90% completion.
 - d) One set of reproducible construction drawings and specifications.
2. Coordination services:
 - a) Attendance at approximately 2 project design meetings.
 - b) Coordination of security design with architect, M/E/P/FP, structural and civil design consultants.
3. Limited Construction Phase Services consisting of:
 - a) Response to questions during bidding.
 - b) Response to code review comments.
 - c) Review of submittals for compliance with the Contract Documents including up to (2) reviews of each submittal (e.g. shop drawing, product data item, sample and similar submittal) by the Contractor. Submittal reviews beyond this number will be invoiced based on hourly rates as set forth herein.
 - d) Response to contractor written Requests for Information (RFIs) during course of construction.
 - e) Construction observation visits to job site to determine in general if the work observed is being performed in a manner indicating that the work, when fully completed, will be in accordance with the Contract Documents. HEI will not make exhaustive or continuous on-site inspections to check the quality or quantity of the work. (Maximum of 2 trips with 1 designer.)

B. The following are not provided by HEI under the terms of this Agreement:

1. Design of any system related to emergency response, dispatch, or 911 service
2. Design of any radio or RF systems
3. Design of any audio-visual system or components
4. See "Excluded Services" for additional items not included.

6. ADDITIONAL SERVICES

A. See Exhibit A – MEPF Scope of Services

7. EXCLUDED SERVICES:

A. See Exhibit A – MEPF Scope of Services

B. The Client hereby agrees, to the fullest extent permitted by law, to indemnify and hold HEI harmless from any claim,

liability or cost, including reasonable attorneys' fees and cost of defense, for injury or loss arising or allegedly arising from HEI's failure to perform a service listed above.

ARTICLE II. COMPENSATION

1. COMPENSATION FOR PROFESSIONAL SERVICES

A. Fixed Fee: Included in Exhibit A Total HEI Fee

8. REIMBURSABLE EXPENSES

A. See Exhibit A

9. ADDITIONAL SERVICES

A. Additional services shall be provided only upon authorization by the Client and shall be paid for by the Client as hereinafter provided. Fees will be invoiced on a time and expense basis for any Additional Services authorized in writing by the Client, and will be invoiced separately at the following standard hourly rates.

10. HOURLY RATES - \$ PER HOUR

A. See Exhibit A

ARTICLE III. TERMS & CONDITIONS

This Agreement for Professional Services is entered into by the Client and Henderson Engineers, Inc. (HEI). For purposes of this document the term HEI pertains to all employees, officers, directors, and all divisions of Henderson Engineers, Inc.

A. See Exhibit A



April 28, 2015

Joe Salvatore, AIA
Project Principal
Architekton
464 S. Farmer Ave., Suite 101
Tempe, AZ 85281

Re: Design Services for El Mirage City Hall

Dear Mr. Salvatore,

J2 is very pleased to be selected to provide to the City of El Mirage professional engineering and landscape architectural design services for the City Hall project. The scope of services and fees are based upon our understanding of the project from our conversations with you, our site visits to the area and recent correspondence. J2 will serve as a Sub-Consultant for the project providing civil engineering design, landscape architecture, and irrigation design.

Project Understanding: The Project is located at El Mirage Road at West Mountainview Road at the northwest corner of this intersection. The site is adjacent to the El Mirage Police Department and Gateway Park sites. The City of El Mirage is developing an approximately 3.6 acre City Hall site that will include half-street improvements to West Mountainview Road along the south edge of the City Hall facility. The City Hall complex will include a two-story main building, a Council chambers building, central courtyard with veteran's memorial, and Mountainview Road half-street improvements. The J2 Team understands the following general aspects of the project:

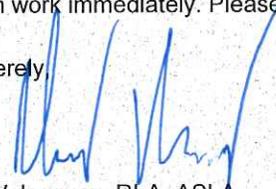
- 1) The project will be delivered via the Construction Manager at Risk (CM@R) by a contractor to be selected
- 2) The project will require the following broad-based submittal packages:
 - a) On site civil engineering and landscape/irrigation submittal package
 - b) Half-Street Improvements package for West Mountainview Road
 - c) Planning and Zoning approval package
 - d) Maricopa County Environmental Services Department (MCESD) submittal package
 - e) Meetings
- 3) Post design efforts

Our estimated fee for this construction design effort is as follows:

On-site design:	\$64,504 including Survey Fees at \$5,775
Half-street design:	\$33,466
Post design:	\$19,917 (\$14,938 On Site; \$4,979 Half Street)
Total:	\$117,887

We thank you again for the opportunity to be of service to the Architekton for this project. We are prepared to begin work immediately. Please do not hesitate to call with any questions.

Sincerely,


Jeff Velasquez, RLA, ASLA
Project Manager, Landscape Architect

4649 E. Cotton Gin Loop, Suite B2
Phoenix, AZ 85040
voice 602.438.2221
fax 602.438.2225

J2 Scope of Design Services

The J2 Design Team will prepare plans, specifications, and estimate/quantities for the development of the City Hall project of approximately 3.6 acres, currently estimated to be approximately a \$6.6 million dollar construction project for the complex and half-street improvements.

Proposed facilities and services included in this scope of services are:

- **On Site Package**
 - Site Feature Parking, Retention
 - Grading and Drainage Plans (hardscape design excluded)
 - Coordinate Geometry Layout Plans
 - Water Line Plans
 - Sewer Line Plans and Profiles
 - MCESD Package
 - Pavement Plans (Parking Only)
 - Potable Water
 - Signing and Striping Plans
 - Landscape and Irrigation Improvements
 - Planning & Zoning Approval Package

- **Half-Street Improvements Package (West Mountainview Road)**
 - Retention
 - Grading and Drainage Plans
 - Coordinate Geometry Layout Plans
 - Pavement Plans
 - Signing and Striping Plans
 - Street Lighting along Mountainview Road (to tie into El Mirage Street Light System by others)
 - Landscape and Irrigation Improvements

- **Post Design Services**

Design Package Sheet Lists shown on the following page:



J2 Sheets: El Mirage City Hall	Qty.
On Site Package Plan Set	
Cover Sheet (1)	1
Coordinate Geometry Tables (1 sheet)	1
Civil/Drainage General notes Sheet (1 sheet)	1
Civil Grading Plans (2 sheets)	2
Civil Detail Sheets (2 sheets)	2
Fire Signing and Striping Plans (1 Sheets)	1
Fire Access Turning Plans (1 Sheets)	1
Water and Sewer General Notes and Index (1 Sheet)	1
Water, Sewer and Fire Line Plan Sheets (1 sheets)	1
Water Line Detail Sheet (1 sheet)	1
Sewer Profile and Detail Sheets (1 sheet)	1
Signing and Striping Plans (2 Sheets)	2
Signing and Striping Details (1 Sheet)	1
Landscape General Notes and Index Sheet (1 sheet)	1
Landscape Plan Sheets (1 sheet)	1
Landscape Detail Sheets (1 sheet)	1
Irrigation General Notes and Index Sheet (1 sheet)	1
Irrigation Plan Sheets (2 sheets)	2
Irrigation Detail Sheets (1 sheet)	1
Total J2 Sheets	23

J2 Sheets: El Mirage City Hall	Qty.
Half Street Package Plan Set	
Cover Sheet (1)	1
Coordinate Geometry Tables (1 sheet)	1
Civil/Drainage General notes Sheet (1 sheet)	1
Civil Roadway Plan, Profile, and Transitions (2 sheets)	2
Civil Detail Sheets (2 sheets)	2
Water and Sewer General Notes and Index (1 Sheet)	1
Water, Sewer and Fire Line Plan Sheets (1 sheets)	1
Water Line / Sewer Detail Sheet (1 sheet)	1
Mountainview Rd Street Lighting Plan and Detail (1 Sheet)	1
Signing and Striping Plan (1 Sheet)	1
Signing and Striping Details (1 Sheet)	1
Landscape General Notes and Index Sheet (1 sheet)	1
Landscape Plan Sheet (1 sheet)	1
Landscape Detail Sheet (1 sheet)	1
Irrigation General Notes and Index Sheet (1 sheet)	1
Irrigation Plan Sheet (1 sheet)	1
Irrigation Detail Sheet (1 sheet)	1
Total J2 Sheets	19



On Site Design Package

1.0 On Site Programming Phase

Purpose: The Programming Phase will be used to set the programming budget and establish site survey. J2 will coordinate the survey operations with Consultant Registered Surveying (CRS).

Method:

- 1.1 Coordinate survey with CRS (survey will cover both on site and half street areas)
- 1.2 Assist project team with establishing programming budget and elements
- 1.3 Begin coordinating with City for Planning & Zoning efforts to take place in Task 2.0

Products:

- Coordinate survey deliverable with CRS: One (1) CD with electronic files of all deliverables to Architekton

2.0 On Site Schematic Design (30%)

Purpose: Schematic Development plans will show the character and scope of the work to be performed for the J2 work items by the contractor(s) on the project. Preliminary calculations on grading, irrigation and utilities capacities (sewer) and water delivery will be performed.

Method:

- 2.1 Prepare Schematic Plans for the on site elements/features listed above. The plans are anticipated to include, but not limited to, the following:
- 2.2 Revised Base Survey provided by CRS/J2
- 2.3 Review Geotechnical Report provided by Architekton
- 2.4 Sheet count per attachments
- 2.5 Prepare Preliminary on-site drainage report
- 2.6 Initiate Planning and Zoning Package for City Planning Department
- 2.7 Prepare quantities for cost estimate (estimate prepared by CM@R)
- 2.8 Prepare table of contents for specification sections anticipated to be required

Products:

- Preliminary On-Site Drainage Report, four (4) sets
- Initiate Planning and Zoning Package Submittal
- Schematic Plans Listed Above two (2) Full-size sets, two (2) Half-size sets
- Preliminary Quantities for use by CM@R in the preparation of cost estimates
- Specification Table of Contents
- One (1) CD with PDF Files of all Deliverables

3.0 On Site Design Development (60%)

Purpose: After receiving comments from the City of El Mirage (COEM) on the 30% Schematic Design plans, J2 will develop Design Development Documents to a 60% level of completion along with associated quantities for the cost estimate and prepare draft specifications for submittal to Architekton for the COEM to review and comment.

Method:

- 3.1 Prepare Design Development (DD) plans for the project. The plans are anticipated to include, but not be limited to: DD Construction Documents
- 3.2 Revise and Prepare Final on-site drainage report
- 3.3 Revise Planning and Zoning Package
- 3.4 Update quantities for cost estimate (estimate prepared by CM@R)



3.5 Prepare draft specification sections anticipated to be required

Products:

- Final On-Site Drainage Report, four (4) sets
- Revised Planning and Zoning Package
- Design Development Documents, two (2) Full-size set, two (2) Half-size sets
- Design Development Level Quantities for use by the CM@R in the preparation of cost estimates and cost model evaluation
- Design Development Specifications
- One (1) CD with PDF Files of all Deliverables

4.0 On Site Construction Documents: Pre Final (95%)

Purpose: After receiving comments from the COEM on the Design Development plans, J2 will develop Pre-Final Construction Documents and details to a 95% level of completion along with associated quantities for the costs estimate. The submittal package will be submitted to Architekton for the COEM to review and comment.

Method:

- 4.1 Prepare Pre Final Plans for the project. The plans are anticipated to include, but not limited to: Pre Final Construction Documents
- 4.2 Revise and Prepare final MCESD Package
- 4.3 Prepare quantities for cost estimate and Cost Model evaluation by estimate prepared by CM@R
- 4.4 Prepare Pre Final specification sections anticipated to be required

Products:

- Pre Final Documents, two (2) Full-size set, two (2) Half-size sets
- Pre Final Level Quantities for use by CM@R for cost estimates/GMP
- Pre Final Specifications
- One (1) CD with PDF Files of all Deliverables

5.0 On Site Construction Documents: Final (100%)

Purpose: After receiving comments from COEM and Permit Review on the 95% Pre Final Construction Document plans, J2 will develop the Final Construction Documents for the plans that have been produced to cover the improvements associated with this project. These plans will be used to prepare the final GMP bid this phase of the project for construction.

Method:

- 5.1 Prepare Final Plans for the project. The plans are anticipated to include, but not limited to, the following: Final Construction Documents
- 5.2 Prepare quantities for cost estimate and GMP development by CM@R
- 5.3 Prepare Final specifications

Products:

- Final Construction Document Items, two (2) Full-size set, two (2) Half-size sets
- Final Quantities for use by CM@R in the preparation of cost estimates/GMP
- Final Specifications
- One (1) CD with PDF Files of all Deliverables

Half Street Design Package

Note: One (1) Drainage Report will be produced by J2 for the entire City Hall site. See On Site Scope of Work for Drainage Report efforts and deliverables.

6.0 Half Street Schematic Design (30%)

Purpose: Develop 30% Schematic Development plans to show the character and scope of the work to be performed for the J2 work items by the contractor(s) on the project. Preliminary calculations on grading, irrigation and utilities capacities will be performed.

Method:

- 6.1 Prepare Schematic Plans for the half street elements.
- 6.2 Revised Base Survey provided by CRS/J2
- 6.3 Review Geotechnical Report provided by Architekton
- 6.4 Sheet count per attachments
- 6.5 Prepare quantities for cost estimate (estimate prepared by CM@R)
- 6.6 Prepare table of contents for specification sections anticipated to be required

Products:

- Schematic Plans Listed Above two (2) Full-size sets, two (2) Half-size sets
- Preliminary Quantities for use by CM@R in the preparation of cost estimates
- Specification Table of Contents
- One (1) CD with PDF Files of all Deliverables

7.0 Half Street Design Development (60%)

Purpose: After receiving comments from the COEM on the 30% Schematic Design plans, J2 will develop Design Development Documents to a 60% level of completion along with associated quantities for the cost estimate and prepare draft specifications for submittal to Architekton for the COEM to review and comment.

Method:

- 7.1 Prepare Design Development (DD) plans for the project. The plans are anticipated to include, but not be limited to: DD Construction Documents
- 7.2 Update quantities for cost estimate (estimate prepared by CM@R)
- 7.3 Prepare draft specification sections anticipated to be required

Products:

- Design Development Documents, two (2) Full-size set, two (2) Half-size sets
- Design Development Level Quantities for use by the CM@R in the preparation of cost estimates and cost model evaluation
- Design Development Specifications
- One (1) CD with PDF Files of all Deliverables

8.0 Half Street Construction Documents: Pre Final (95%)

Purpose: After receiving comments from the COEM on the Design Development plans, J2 will develop Pre-Final Construction Documents and details to a 95% level of completion along with associated quantities for the costs estimate. The submittal package will be submitted to Architekton for the COEM to review and comment.

Method:

- 8.1 Prepare Pre Final Plans for the project. The plans are anticipated to include, but not limited to: Pre Final Construction Documents
- 8.2 Revise and Prepare final MCESD Package
- 8.3 Prepare quantities for cost estimate and Cost Model evaluation by estimate prepared by CM@R
- 8.4 Prepare Pre Final specification sections anticipated to be required

Products:

- Pre Final Documents, two (2) Full-size set, two (2) Half-size sets
- Pre Final Level Quantities for use by CM@R for cost estimates/GMP
- Pre Final Specifications
- One (1) CD with PDF Files of all Deliverables

9.0 Half Street Construction Documents: Final (100%)

Purpose: After receiving comments from COEM and Permit Review on the 95% Pre Final Construction Document plans, J2 will develop the 100% Final Construction Documents for the plans that have been produced to cover the improvements associated with this project. These plans will be used to prepare the final GMP bid this phase of the project for construction.

Method:

- 9.1 Prepare Final Plans for the project. The plans are anticipated to include, but not limited to, the following: Final Construction Documents
- 9.2 Prepare quantities for cost estimate and GMP development by CM@R
- 9.3 Prepare Final specifications

Products:

- Final Construction Document Items, two (2) Full-size set, two (2) Half-size sets
- Final Quantities for use by CM@R in the preparation of cost estimates/GMP
- Final Specifications
- One (1) CD with PDF Files of all Deliverables

10.0 Project Meetings

J2 will attend the following meetings during the design phase of services: Based upon Design Phase per COEM Schedule (anticipated 36 weeks/9months)

- Design Meetings. J2 will attend a total of nine (9) design meetings. J2 estimates each meeting to be 2 hours in duration including travel time to and from the meeting and will have one staff member at each meeting. J2 will review and comment on the meeting notes provided by Architekton following each meeting. The meeting location will be secured and scheduled by the City and/or Architekton.

11.0 Post Design Services

Objective: To assist the COEM in the implementation of the City Hall Project by performing limited Post Design Construction Observation Services. This Scope of Work sets limits on the time estimated to perform construction services. This time will be utilized as the benchmark to track the work effort required.

The Construction Services portion of this Agreement is based upon the following assumptions, which are assumed to be reasonable:

- Maximum contract time of Total Project Construction 36 weeks (9 months). Team will evaluate schedule once City selects CM@R.



- Reasonable performances by the Contractor(s) (if a continuous pattern of unacceptable or deceptive work develops, we may recommend to the City that the project will be shut down in accordance with the written specifications).
- An absence of claims at the close of the project.

Limited post design services shall be performed by J2 Engineering and Environmental Design, LLC (J2).

Summary of J2 Post Design Services:

- Attend Kick-Off Meeting
- Site Visit w/staff and CM@R to walk site prior to construction to review Limits of Construction, Access and Staging Area and interaction with any other projects on adjacent sites.
- On-Call Observations as requested by CM@R and COEM (6 are included in this contract)
- Review Shop Drawings and Materials Submittals Reviews
- Review Materials Samples and Mock-up panels
- Respond to RFI's
- Issue ASI's
- Provide Design Clarifications as Required
- Pre-Final Walk Through
- Prepare Punch List
- Final Walk Through
- (No weekly construction meetings have been scoped for either the on site or half street improvements)

Construction services will be provided by J2 under the limits described above with the intent of rendering a professional opinion regarding the quality of the completed construction strictly limited to the areas of expertise/responsibility by each discipline to their respective aspects of the project. This task should not be construed to warrant the work of any contractor.

The J2 Team will provide the above services in the following manner:

- Each discipline will review applicable RFI's, shop drawings and submittals.

Any construction services provided by the Consultant Project Team are solely for the purpose of rendering a professional opinion regarding apparent conformance to contract requirements. Consultant does not warrant the work of any contractor. In accordance with generally accepted construction practice, contractor shall be solely responsible for all job site conditions and safety of persons or property.

Any reviews of the work completed are subject to the following: The reviews shall be directly related to the quality of the work performed that such work is in accordance with the requirements of the construction documents. The issuance of a punch list shall not be a representation that J2 has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the work, (2) reviewed construction means, methods, techniques, sequences for the Contractor's own work or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the owner to substantiate the Contractor's right to payment or, (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

J2 shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work of each of the Contractors, since these are solely the Contractor's responsibility under the Contract for Construction. The Consultant shall not be responsible for a Contractor's failure to carry out the Work in accordance with the respective Contract Documents. The Consultant shall not have control over or charge of acts or omissions of the Contractors, Subcontractors, or their agents or employees, or any other persons performing portions of the work not directly employed by the Consultant.

The following tasks are not included in the scope of services:

- Construction Meeting Notes (provided by CM@R)
- Construction Staking (provided by CM@R)
- Future Phase Improvements (not in this phase)
- Permitting and fees
- Utility Potholing
- Material testing (gradations, compactions, concrete testing is not part of this administration contract.)
- As-Built Drawings "Record Drawings" (these are provided by the CM@R, J2 will review and sign off after CM@R has completed accurate depiction of actual constructed conditions)
- Geotechnical Engineering
- Full time Inspection Services. Our services are a part-time scope, considered Construction Administration, and supplemental to COEM forces
- Reproduction of Bid Sets for Bidding
- Revisions to plans
- Attendance at Weekly Construction Meetings

General Understanding

City of El Mirage (COEM) shall designate a person for the project to act as the Client's representative with respect to the services to be performed or furnished by the Design Team under this agreement. Such person, department, or committee shall have complete authority to transmit instructions, receive information, interpret, and define the Client's policies and decisions with respect to the Design Team's services for the Project. Architekton and the COEM shall also provide key team personnel to be available in coordination meetings and at on-site meetings.

The COEM shall make available to the Design Team existing available data and records relevant to the site that the City has available.

The COEM shall approve in a timely manner all criteria and information as to Client's requirements for the Project including planning objectives and constraints, performance requirements, any budgetary limitations, and the submittal by the Design Team at the various phases of the projects.

The COEM shall furnish to the Design Team, upon request, any existing pertinent data prepared by others, including electronic base maps, drawings of physical conditions in or relating to existing surface or subsurface utilities or structures within the planning area, hydrographic surveys, environmental or cultural assessments, impact statements, and other relevant environmental or cultural studies pertaining to the project as the City has available.

The COEM shall give prompt notice to Design Team whenever Client observes or otherwise becomes aware of any development that affects the scope of services or the time schedule of the Design Team in the performance or furnishing of the required services for the project, or any defect or non-conformance in the Design Team's services or in the work of any sub-contractor or sub-consultant.

The COEM warrants and represents that members of the Design Team have the right to enter upon the real property involved herein, and extends this right to J2. The Design Team agrees to exercise due care in the performance of all services pursuant hereto and acknowledges that it is at our own risk.

The Design Team has provided no environmental or cultural investigations on this site/project, has no knowledge of any adverse environmental or cultural conditions on the site/project, and is not responsible for and has no liability for any such environmental or cultural condition should one be found. It is the responsibility of the COEM to investigate and make these environmental or cultural determinations based on the best knowledge and information available at the time of this project. Clearance to begin work shall be given prior to directing or ordering the preparation of any engineering documents.



The Design Team provides construction documents in full or in part freehand drafting and electronic CAD format. Any electronic files provided are for information and convenience purposes only and the final approved/sealed hard copy plans shall prevail. All construction documents will be developed to the COEM and MAG design and construction standards and specifications.

Design Assumptions and Exclusions:

1. J2 is not providing geotechnical testing
2. J2 is not providing electrical engineering services
3. J2 is not preparing a CLOMR or LOMR application as part of this scope of services.
4. J2 has not designing an irrigation booster pump facility as part of this scope of services
5. Legal descriptions, Title reports, and any effort to establish any easements will be provided to The Design Team as available from the City. (J2 staff will perform field data collection to verify existing conditions and obtain a topographic survey by a RLS utilizing COEM provided legal description information)
6. COEM shall provide all necessary Title Reports to the Design Team to establish any boundary survey and easements
7. The Design Team has not included any re-platting or rezoning efforts in this scope of services.
8. The Design Team is not providing or producing any environmental or biological investigations or clearances.
9. Reproduction of all construction sets for this phase shall be paid by Architekton or the COEM and have not been included in this scope or attached fee proposal.
10. J2 is not providing any permitting fees for this project.
11. J2's scope of services does not include traffic signal design.
12. Utility potholing and/or designating utilities has not been included in this scope of services. It is assumed that the COEM will be responsible for all potholing and underground utility investigation.
13. COEM shall supply standard COEM details, and associated specifications, in an electronic format for all standard equipment as the City has available or desires to use. The Design Team will include the COEM standard details into the design plans as appropriate.
14. This scope of services does not include Traffic Control Plans. Traffic Control plans shall be the responsibility of the Contractor to get approved by the COEM.
15. This scope does not include any roadway improvements along El Mirage Road.



16. This scope does not include hardscape design elements other than conceptual theme efforts to be coordinated with Architekton. Hardscape design including seatwalls, paving, benches, and other hardscape appurtenances will be shown on Architekton's design and detail sheets.
17. Street Lighting Plan by J2 includes street lights for the Mountainview Road half street improvements. This will be tied into the street lighting improvements along El Mirage Road by others. No Street Light Improvements along El Mirage Road are covered in this scope of services.

We would expect to start our services after receipt of the Notice to Proceed. This exhibit represents the entire understanding of the Scope of Services as set out herein and may only be modified in writing signed by both parties.





CONSULTANT REGISTERED SURVEYING INC.
CARL SITTERLEY, R.L.S.

MAILING ADDRESS: 3370 N. Hayden, Suite #123, P.M.B. 567
Scottsdale, Arizona 85251
OFFICE ADDRESS: 8732 E. Piccadilly Rd.
Scottsdale, Arizona 85251

PHONE: (480) 620-1382
E-mail:
csitterley-crs@cox.net

Attn: Jeff Englemann, R.L.A., A.S.L.A., Principal/Landscape Architect
J2 Engineering and Environmental Design, LLC.
4649 East Cotton Gin Loop, Suite B2
Phoenix, AZ 85040

April 13, 2015

RE: New City Hall site, City of El Mirage, Arizona—Section 26, T3N, R1W, G&SRM
Topographic Survey and Ground horizontal / vertical surveying control.

This project anticipates completing a topographic survey in the area of the new City Hall site (see area in provided aerial map); the limits of which will include walks, curbs, paving, fences/walls, ditches, ground terrain, visible utilities, trees and other general visible topographic items. The topographic survey will be completed in Autodesk 2007 format with a DTM data base, 3D lines, and 0.2' contours provided. CRS will also provide a coma delimited point ASCII file for the site point observations. A sealed rough plot and printed survey points will be provided with the survey package as professional deliverable of the electronic files stated to be provided. The CAD and plot of the site will be completed to a general scale of 1"=40' unless a more desirable scale is determined.

This project will be referenced to the latest Maricopa County Department of Transportation (MCDOT) GDACS plat recorded in MCR 688-41. The vertical datum will be referenced to the City of El Mirage/Maricopa County NAVD88 Datum, based on published benchmarks within 3 miles of the project site. The horizontal datum will be ground coordinates referenced to the said plat state plane coordinates using a combined grid-to-ground scale factor 1.000131007, previously established for past CRS projects in the area and is for the northeast corner of Section 33, T3N, R1W. CRS will set 5-10 local control points, both horizontal and vertical, around the site/city hall area for future plan/construction control reference. These may include available street monuments along El Mirage Road. This scope of service does not include any kind of boundary survey including completion of a legal description. A prior legal description, prepared by CRS, for the City Hall site, has been provided to the City of El Mirage, however a field boundary survey has not been performed by CRS at this time.

CRS anticipates:

- 01 hours of office time for pre-project communications and research;
- 06 hours of 1-man crew travel time to the site;
- 21 hours of 1-man crew site robotic topo-survey observations;
- 05 hours of 1-man crew establishing surveying control;
- 22 hours of office time complete data processing in CAD and complete a Survey Package to J2.

CRS invoices \$105 per hour for both a 1-man crew and office land surveying services.

With the stated assumptions, the itemized cost is as follows:

1-Man Crew time 32 hours =	\$3,360.00
Office Land Surveying Services 23 hours	<u>\$2,415.00</u>
Total not-to-exceed fee estimate=	\$5,775.00

Sincerely,
CONSULTANT REGISTERED SURVEYING, INC.

Carl Sitterley, RLS-President

DERIVATION OF COST PROPOSAL: DESIGN SERVICES ON SITE

**On Site Design Services for El Mirage City Hall
Prepared for Architekton**

Prepared by J2 Engineering and Environmental Design, LLC

Estimated direct labor and rates

Classification	Estimated Man Hours	Current Rates	Total
Project Engineer - Senior	76	\$55.50	\$4,218.00
Project Engineer	113	\$40.25	\$4,548.00
Engineer/Designer	186	\$35.25	\$6,557.00
Project Landscape Architect	85	\$41.24	\$3,505.00
Designer	104	\$28.50	\$2,964.00
Administrative	0	\$25.50	\$0.00

Total Hours 564 **Total Direct Labor** \$21,792.00

Total Estimated Labor: \$21,792
Overhead @ 145% of Direct Labor \$31,598

Total Estimated Labor and Overhead: \$53,390

Estimated Direct Expenses	Estimated Expenses	Total
Printing, Reproduction, Reprographics, Supplies Etc.		\$0.00

Total Direct Expenses \$0.00

Subconsultants: On Site
Site Survey (CRS)

\$5,775.00

Total Estimated Outside Services: \$5,775.00
Total Estimated Cost J2 and Subconsultant \$59,165.00
Fixed Fee at 10% \$5,339

Total Estimated Cost: \$64,504

J2 Engineering and Environmental Design LLC



Jeff Velasquez, RLA

4-28-15

Date

Fee Schedule: On Site

4/28/2015

J2 Engineering and Environmental Design, LLC

Task Number	Task:	Project Engineer - Senior	Project Engineer	Engineer/ Designer	Project Landscape Architect	Designer	Administrative	Total
1.0 On Site Programming Phase								
Onsite Package								
1.1	Coordinate with Survey		1	2				3
1.2	Assist Project Team with Budget & Elements	1		2	2			5
1.3	Begin Coordinating with City for Planning & Zoning Efforts				1	1		2
2.0 On Site Schematic Design (30%)								
Onsite Package								
2.1	Cover Sheet (1)		1	2				3
2.2	Civil/Drainage General notes Sheet (1 sheet)	1	1	2				4
2.3	Coordinate Geometry Tables (1 sheet)	1	2	6				9
2.4	Civil Grading Plans (2 sheets)	4	4	6				14
2.5	Civil Detail Sheets (2 sheets)	2	4	6				12
2.6	Fire Signing and Striping Plans (1 Sheets)	1	2	2				5
2.7	Fire Access Turning Plans (1 Sheets)	1	2	2				5
2.8	Water and Sewer General Notes and Index (1 Sheet)	1	1	2				4
2.9	Water, Sewer and Fire Line Plan Sheets (1 Sheet)	1	1	2				4
2.10	Water Line/Sewer Detail Sheet (1 sheet)	1	1	2				4
2.11	Signing and Striping Plans (2 Sheets)	1	3	6				10
2.12	Signing and Striping Details (1 Sheet)	1	1	2				4
2.13	Landscape General Notes and Index Sheet (1 sheet)				1	2		3
2.14	Landscape Plan Sheets (2 sheets)				4	8		12
2.15	Landscape Detail Sheets (1 sheet)				1	2		3
2.16	Irrigation General Notes and Index Sheet (1 sheet)				1	2		3
2.17	Irrigation Plan Sheets (2 sheets)				4	8		12
2.18	Irrigation Detail Sheets (1 sheet)				1	2		3
Planning and Zoning Package								
2.19	Landscape Rendering				2	12		14
2.20	Plant Materials Selection Board				2	8		10
MCESD Package:								
2.21	Complete plans and details for submittal to MCESD for sewer permits	4	8	12				24
Schematic Design Deliverables:								
2.22	Preliminary On-Site Drainage Report, four (4) sets	4	12	16				32
2.23	Initiate Planning and Zoning Package Submittal Schematic Plans Listed Above two (2) Full-size sets, two (2) Half-size sets				2	4		6
2.24	Preliminary Quantities for use by CM@R in the preparation of cost estimates		1	2	1	2		6
2.25			2	4	2	4		12

Fee Schedule: On Site

4/28/2015

J2 Engineering and Environmental Design, LLC

Task Number	Task:	Project Engineer - Senior	Project Engineer	Engineer/ Designer	Project Landscape Architect	Designer	Administrative	Total
3.0 On Site Design Development (60%)								
Onsite Package								
3.1	Cover Sheet (1)			1				1
3.2	Civil/Drainage General notes Sheet (1 sheet)		1	1				2
3.3	Coordinate Geometry Tables (1 sheet)	1	1	2				4
3.4	Civil Grading Plans (2 sheets)	2	4	8				14
3.5	Civil Detail Sheets (2 sheets)	2	6	12				20
3.6	Fire Signing and Striping Plans (1 Sheets)		2	2				4
3.7	Fire Access Turning Plans (1 Sheets)		2	2				4
3.8	Water and Sewer General Notes and Index (1 Sheet)	1	1	2				4
3.9	Water, Sewer and Fire Line Plan Sheets (1 Sheet)	1	1	2				4
3.10	Water Line/Sewer Detail Sheet (1 sheet)	1	1	2				4
3.11	Signing and Striping Plans (2 Sheets)		1	2				3
3.12	Signing and Striping Details (1 Sheet)		1	1				2
3.13	Landscape General Notes and Index Sheet (1 sheet)				1	1		2
3.14	Landscape Plan Sheets (2 sheets)				2	4		6
3.15	Landscape Detail Sheets (1 sheet)				1	1		2
3.16	Irrigation General Notes and Index Sheet (1 sheet)				1	1		2
3.17	Irrigation Plan Sheets (2 sheets)				2	4		6
3.18	Irrigation Detail Sheets (1 sheet)				1	1		2
								0
Planning and Zoning Package								
3.19	Landscape Rendering				1	6		7
3.20	Plant Materials Selection Board				1	4		5
								0
MCESD Package:								
3.21	Complete plans and details for submittal to MCESD for sewer permits	2	4	8				14
								0
Design Development Deliverables:								
3.22	Final On-Site Drainage Report, four (4) sets	2	6	8				16
3.23	Revised Planning and Zoning Package				1	2		3
3.24	Design Development Documents in packages as listed above, two (2) Full-size set, two (2) Half-size sets		1	2	1	2		6
3.25	Design Development Level Quantities for use by the CM@R in the preparation of cost estimates and cost model evaluation		1	2	1	2		6
3.26	Design Development Specifications, four (4) sets	8			8			16
3.27	One (1) CD with PDF Files of all Deliverables			1		1		2

Fee Schedule: On Site

4/28/2015

J2 Engineering and Environmental Design, LLC

Task Number	Task:	Project Engineer - Senior	Project Engineer	Engineer/ Designer	Project Landscape Architect	Designer	Administrative	Total
4.0 On Site Construction Documents: Pre Final (95%)								
Onsite Package								
4.1	Cover Sheet (1)			1				1
4.2	Civil/Drainage General notes Sheet (1 sheet)		1	1				2
4.3	Coordinate Geometry Tables (1 sheet)	1	1	2				4
4.4	Civil Grading Plans (2 sheets)	1	2	4				7
4.5	Civil Detail Sheets (2 sheets)	1	3	6				10
4.6	Fire Signing and Striping Plans (1 Sheets)		1	2				3
4.7	Fire Access Turning Plans (1 Sheets)		1	2				3
4.8	Water and Sewer General Notes and Index (1 Sheet)		1	1				2
4.9	Water, Sewer and Fire Line Plan Sheets (1 Sheet)		1	1				2
4.10	Water Line/Sewer Detail Sheet (1 sheet)		1	1				2
4.11	Signing and Striping Plans (2 Sheets)		1	1				2
4.12	Signing and Striping Details (1 Sheet)			1				1
4.13	Landscape General Notes and Index Sheet (1 sheet)				1	1		2
4.14	Landscape Plan Sheets (2 sheets)				1	2		3
4.15	Landscape Detail Sheets (1 sheet)				1	1		2
4.16	Irrigation General Notes and Index Sheet (1 sheet)				1	1		2
4.17	Irrigation Plan Sheets (2 sheets)				1	2		3
4.18	Irrigation Detail Sheets (1 sheet)				1	1		2
								0
MCESD Package:								
4.19	Complete plans and details for submittal to MCESD for sewer permits	1	2	4				7
								0
First Final Deliverables:								
4.20	First Final Documents in packages as listed above, two (2) Full-size set, two (2) Half-size sets		1	1	1	1		4
4.21	First Final Level Quantities for use by the CM@R in the preparation of cost estimates and cost model evaluation		1	1	1	1		4
4.22	First Final Specifications Scope of Service Items, four (4) sets	4			4			8
4.23	One (1) CD with PDF Files of all Deliverables			1		1		2
								0
5.0 On Site Construction Documents: Final (100%)								
Onsite Package								
5.1	Cover Sheet (1)		1					1
5.2	Civil/Drainage General notes Sheet (1 sheet)		1	1				2
5.3	Coordinate Geometry Tables (1 sheet)		1	1				2
5.4	Civil Grading Plans (2 sheets)	1	1	2				4
5.5	Civil Detail Sheets (2 sheets)	1	2	4				7
5.6	Fire Signing and Striping Plans (1 Sheets)		1	1				2
5.7	Fire Access Turning Plans (1 Sheets)		1	1				2
5.8	Water and Sewer General Notes and Index (1 Sheet)		1	1				2
5.9	Water, Sewer and Fire Line Plan Sheets (1 Sheet)		1	1				2
5.10	Water Line/Sewer Detail Sheet (1 sheet)	1	1	1				3

Fee Schedule: On Site

4/28/2015

J2 Engineering and Environmental Design, LLC

Task Number	Task:	Project Engineer - Senior	Project Engineer	Engineer/ Designer	Project Landscape Architect	Designer	Administrative	Total
5.11	Signing and Striping Plans (2 Sheets)		1	1				2
5.12	Signing and Striping Details (1 Sheet)		1	1				2
5.13	Landscape General Notes and Index Sheet (1 sheet)				1	1		2
5.14	Landscape Plan Sheets (2 sheets)				1	1		2
5.15	Landscape Detail Sheets (1 sheet)				1	1		2
5.16	Irrigation General Notes and Index Sheet (1 sheet)				1	1		2
5.17	Irrigation Plan Sheets (2 sheets)				1	1		2
5.18	Irrigation Detail Sheets (1 sheet)				1	1		2
MCESD Package:								
5.19	Complete plans and details for submittal to MCESD for sewer permits	1	1	2				4
								0
Final Deliverables:								
5.20	Final Documents in packages as listed above, two (2) Full-size set, two (2) Half-size sets		1	1	1	1		4
5.21	Final Quantities for use by the CM@R in the preparation of cost estimates and cost model evaluation		1	1	1	1		4
5.22	Final Specifications Scope of Service Items, four (4) sets	2			2			4
5.23	One (1) CD with PDF Files of all Deliverables			1		1		2
10.0 Meetings (This task covers meetings for both On Site and Half Street Phases)								
(For Tasks 6.0 through 9.0 See Half Street Improvements)								
10.1	Meetings and Coordination (9 meetings including travel time)	18			18			36
Grand Total Design:								
		76	113	186	85	104	0	564

DERIVATION OF COST PROPOSAL: DESIGN SERVICES HALF STREET

**Half Street Design Services for El Mirage City Hall (W. Mountainview)
Prepared for Architekton**

Prepared by J2 Engineering and Environmental Design, LLC

Estimated direct labor and rates

Classification	Estimated Man Hours	Current Rates	Total
Project Engineer - Senior	40	\$55.50	\$2,220.00
Project Engineer	65	\$40.25	\$2,616.00
Engineer/Designer	114	\$35.25	\$4,019.00
Project Landscape Architect	47	\$41.24	\$1,938.00
Designer	57	\$28.50	\$1,625.00
Administrative	0	\$25.50	\$0.00

Total Hours 323 **Total Direct Labor** \$12,418.00

Total Estimated Labor: \$12,418
Overhead @ 145% of Direct Labor \$18,006
Total Estimated Labor and Overhead: \$30,424

Estimated Direct Expenses	Estimated Expenses	Total
Printing, Reproduction, Reprographics, Supplies Etc.		\$0.00

Total Direct Expenses \$0.00

Subconsultants: Half Street (None) \$0.00

Total Estimated Outside Services: \$0.00
Total Estimated Cost J2 and Subconsultant \$30,424.00
Fixed Fee at 10% \$3,042

Total Estimated Cost: \$33,466

J2 Engineering and Environmental Design LLC



Jeff Velasquez, RLA

4-28-15

Date

Fee Schedule: Half Street

4/28/2015

J2 Engineering and Environmental Design, LLC

Task Number	Task:	Project Engineer - Senior	Project Engineer	Engineer/ Designer	Project Landscape Architect	Designer	Administrative	Total
6.0 Half Street Schematic Design (30%)								
Half Street Package								
6.1	Cover Sheet (1)		1	2				3
6.2	Civil/Drainage General notes Sheet (1 sheet)	1	1	2				4
6.3	Coordinate Geometry Tables (1 sheet)	1	2	6				9
6.4	Civil Roadway Plan, Profile, & Transitions (2 sheets)	3	4	6				13
6.5	Civil Detail Sheets (2 sheets)	2	3	6				11
6.6	Water and Sewer General Notes and Index (1 Sheet)	1	1	2				4
6.7	Water, Sewer and Fire Line Plan Sheets (1 Sheet)	1	1	2				4
6.8	Water Line / Sewer Detail Sheet (1 sheet)	1	1	2				4
6.9	Mountainview Rd Street Light Plan & Detail (1 Sheet)		1			1		2
6.10	Signing and Striping Plan (1 Sheet)	1	1	2				4
6.11	Signing and Striping Details (1 Sheet)	1	1	2				4
6.12	Landscape General Notes and Index Sheet (1 sheet)				1	2		3
6.13	Landscape Plan Sheet (1 sheet)				1	3		4
6.14	Landscape Detail Sheet (1 sheet)				1	2		3
6.15	Irrigation General Notes and Index Sheet (1 sheet)				1	2		3
6.16	Irrigation Plan Sheet (1 sheet)				1	4		5
6.17	Irrigation Detail Sheet (1 sheet)				1	2		3
Schematic Design Deliverables:								
6.18	Schematic Plans Listed Above two (2) Full-size sets, two (2) Half-size sets		1	2	1	2		6
6.19	Preliminary Quantities for use by CM@R in the preparation of cost estimates		2	4	2	4		12
7.0 Half Street Design Development (60%)								
Half Street Package								
7.1	Cover Sheet (1)			1				1
7.2	Civil/Drainage General notes Sheet (1 sheet)		1	1				2
7.3	Coordinate Geometry Tables (1 sheet)	1	1	2				4
7.4	Civil Roadway Plan, Profile, & Transitions (2 sheets)	2	4	8				14
7.5	Civil Detail Sheets (2 sheets)	2	5	12				19
7.6	Water and Sewer General Notes and Index (1 Sheet)	1	1	2				4
7.7	Water, Sewer and Fire Line Plan Sheets (1 Sheet)	1	1	2				4
7.8	Water Line / Sewer Detail Sheet (1 sheet)	1	1	2				4
7.9	Mountainview Rd Street Light Plan & Detail (1 Sheet)		1			1		2
7.10	Signing and Striping Plan (1 Sheet)		1	2				3
7.11	Signing and Striping Details (1 Sheet)		1	1				2
7.12	Landscape General Notes and Index Sheet (1 sheet)				1	1		2
7.13	Landscape Plan Sheet (1 sheet)				1	2		3
7.14	Landscape Detail Sheets (1 sheet)				1	1		2
7.15	Irrigation General Notes and Index Sheet (1 sheet)				1	1		2
7.16	Irrigation Plan Sheet (1 sheet)				1	3		4
7.17	Irrigation Detail Sheet (1 sheet)				1	1		2

Fee Schedule: Half Street

4/28/2015

J2 Engineering and Environmental Design, LLC

Task Number	Task:	Project Engineer - Senior	Project Engineer	Engineer/ Designer	Project Landscape Architect	Designer	Administrative	Total
Design Development Deliverables:								
7.18	Design Development Documents in packages as listed above, two (2) Full-size set, two (2) Half-size sets		1	2	1	2		6
7.19	Design Development Quantities for use by the CM@R in the preparation of cost estimates and cost model evaluation		1	2	1	2		6
7.20	Design Development Specifications, four (4) sets	8			8			16
7.21	One (1) CD with PDF Files of all Deliverables			1		1		2
8.0 Half Street Construction Documents: Pre Final (95%)								
Half Street Package								
8.1	Cover Sheet (1)			1				1
8.2	Civil/Drainage General notes Sheet (1 sheet)		1	1				2
8.3	Coordinate Geometry Tables (1 sheet)	1	1	2				4
8.4	Civil Roadway Plan, Profile, & Transitions (2 sheets)	1	2	4				7
8.5	Civil Detail Sheets (2 sheets)	1	2	6				9
8.6	Water and Sewer General Notes and Index (1 Sheet)		1	1				2
8.7	Water, Sewer and Fire Line Plan Sheets (1 Sheet)		1	1				2
8.8	Water Line / Sewer Detail Sheet (1 sheet)		1	1				2
8.9	Mountainview Rd Street Light Plan & Detail (1 Sheet)		1			1		2
8.10	Signing and Striping Plan (1 Sheet)		1	1				2
8.11	Signing and Striping Details (1 Sheet)			1				1
8.12	Landscape General Notes and Index Sheet (1 sheet)				1	1		2
8.13	Landscape Plan Sheet (1 sheet)				1	2		3
8.14	Landscape Detail Sheets (1 sheet)				1	1		2
8.15	Irrigation General Notes and Index Sheet (1 sheet)				1	1		2
8.16	Irrigation Plan Sheet (1 sheet)				1	1		2
8.17	Irrigation Detail Sheet (1 sheet)				1	1		2
First Final Deliverables:								
8.18	Pre Final Documents in packages as listed above, two (2) Full-size set, two (2) Half-size sets		1	1	1	1		4
8.19	Pre Final Level Quantities for use by the CM@R in the preparation of cost estimates and cost model evaluation		1	1	1	1		4
8.20	Pre Final Specifications, four (4) sets	4			4			8
8.21	One (1) CD with PDF Files of all Deliverables			1		1		2
9.0 Half Street Construction Documents: Final (100%)								
Half Street Package								
9.1	Cover Sheet (1)		1					1
9.2	Civil/Drainage General notes Sheet (1 sheet)		1	1				2
9.3	Coordinate Geometry Tables (1 sheet)		1	1				2
9.4	Civil Roadway Plan, Profile, & Transitions (2 sheets)	1	1	2				4
9.5	Civil Detail Sheets (2 sheets)	1	1	4				6
9.6	Water and Sewer General Notes and Index (1 Sheet)		1	1				2
9.7	Water, Sewer and Fire Line Plan Sheets (1 Sheet)		1	1				2
9.8	Water Line / Sewer Detail Sheet (1 sheet)	1	1	1				3
9.9	Mountainview Rd Street Light Plan & Detail (1 Sheet)		1			1		2
9.10	Signing and Striping Plan (1 Sheet)		1	1				2
9.11	Signing and Striping Details (1 Sheet)		1	1				2

Fee Schedule: Half Street

4/28/2015

J2 Engineering and Environmental Design, LLC

Task Number	Task:	Project Engineer - Senior	Project Engineer	Engineer/ Designer	Project Landscape Architect	Designer	Administrative	Total
9.12	Landscape General Notes and Index Sheet (1 sheet)				1	1		2
9.13	Landscape Plan Sheet (1 sheet)				1	1		2
9.14	Landscape Detail Sheet (1 sheet)				1	1		2
9.15	Irrigation General Notes and Index Sheet (1 sheet)				1	1		2
9.16	Irrigation Plan Sheet (1 sheet)				1	1		2
9.17	Irrigation Detail Sheet (1 sheet)				1			1
Final Deliverables:								
9.18	Final Construction Documents in packages as listed above, two (2) Full-size set, two (2) Half-size sets		1	1	1	1		4
9.19	Final Quantities for use by the CM@R in the preparation of cost estimates and cost model evaluation		1	1	1	1		4
9.20	Final Specifications, four (4) sets	2			2			4
9.21	One (1) CD with PDF Files of all Deliverables			1		1		2
Grand Total Design:		40	65	114	47	57	0	323

DERIVATION OF COST PROPOSAL: POST DESIGN SERVICES

Post Design Design Services for El Mirage City Hall

Prepared for: Architekton

Prepared by: J2 Engineering and Environmental Design, LLC

Estimated direct labor and rates

Classification	Estimated Man Hours	Current Rates	Total
Project Engineer - Senior	18	\$55.50	\$999.00
Project Engineer	72	\$40.25	\$2,898.00
Engineer/Designer	0	\$35.25	\$0.00
Project Landscape Architect	46	\$41.24	\$1,897.00
Designer	56	\$28.50	\$1,596.00
Administrative	0	\$25.50	\$0.00

Total Hours 192 **Total Direct Labor** \$7,390.00

Total Estimated Labor: \$7,390
 Overhead @ 145% of Direct Labor \$10,716

Total Estimated Labor and Overhead: \$18,106

Estimated Direct Expenses **Estimated Expenses** **Total**

Printing, Reproduction, Reprographics, Supplies Etc.			\$0.00
--	--	--	--------

Total Direct Expenses \$0.00

Subconsultants: Post Design
 (None)

\$0.00

Total Estimated Outside Services: \$0.00
 Total Estimated Cost J2 and Subconsultant \$18,106.00
 Fixed Fee at 10% \$1,811

Total Estimated Cost: \$19,917

J2 Engineering and Environmental Design LLC


 Jeff Velasquez, RLA

4-28-15
 Date

Fee Schedule: Post Design

4/28/2015

J2 Engineering and Environmental Design, LLC

Task Number	Task:	Project Engineer - Senior	Project Engineer	Engineer/ Designer	Project Landscape Architect	Designer	Administrative	Total
11.0 Post Design								
11.1	Attend Kick-Off Meeting	2			2			4
11.2	Site Visit w/staff and CM@R to walk site prior to construction to review Limits of Construction, Access and Staging Area and interaction with any other projects on adjacent sites.	2			2			4
11.3	On-Call Observations as requested by CM@R and COM (6 are included in this contract)		12		12			24
11.4	Review Shop Drawings and Materials Submittals Reviews	4	20		4	20		48
11.5	Review Materials Samples and Mock-up panels	4			4	12		20
11.6	Respond to RFI's	4	16		4	16		40
11.7	Issue ASI's	2	8		2	8		20
11.8	Pre-Final Walk Through		8		8			16
11.9	Prepare Punch List		4		4			8
11.10	Final Walk Through		4		4			8
	Grand Total Design:	18	72	0	46	56	0	192

April 13, 2015
Proposal No. 12-00266

Mr. Joseph M. Salvatore, AIA, LEED AP
Architekton
464 South Farmer Avenue, Suite 101
Tempe, Arizona 85281

Subject: Proposal to Perform Geotechnical and Environmental Services
El Mirage City Hall
El Mirage Road and the Mountain View Road
El Mirage, Arizona

Dear Mr. Salvatore:

Ninyo & Moore is pleased to submit this proposal to perform a geotechnical and environmental services for the proposed El Mirage City Hall project to be located in El Mirage, Arizona. This proposal is based on information received from your office and summarizes our scope of work, estimated fee, project assumptions, and anticipated schedule for this project.

PROJECT DESCRIPTION

The project will include architectural and engineering design services for the new El Mirage City Hall facility in El Mirage, Arizona. The proposed facility will be 20,000 to 25,000 square feet in area, two stories in height and will be located south of the Police Department near the northwest corner of El Mirage Road and the Mountain View Road alignment within a 2.8 Acre parcel that is currently undeveloped. Parking will be provided for visitors and essential city staff. The building will house Administration, City Council Chambers, Development & Community Services, Engineering, Finance, HR, IT, Emergency Operations, and support areas. The site will also include a central courtyard and the City of El Mirage Veteran's Memorial.

GEOTECHNICAL SCOPE OF WORK

We propose the following geotechnical scope of work for this phase of the project:

- Review pertinent background data including in-house geotechnical and soils data, available geotechnical and as-built data from adjacent projects, available aerial photographs, and published geologic data.
- Conduct a walking visual site reconnaissance of the two potential project sites.
- Photo-document the geologic conditions at the sites during the above-mentioned site visit.
- Mark out the boring locations in the field and arrange for the locating of underground utilities through Arizona Blue Stake.
- Drill up to eight exploratory borings using a truck-mounted drill rig that is equipped with hollow stem augers. These borings will extend up to 15 feet deep. Bulk and split-spoon samples will be taken during drilling and returned to our office for further evaluation and testing.
- Perform one double-ring infiltration tests that extend up to 3 feet below ground surface (bgs) within the proposed retention basin area.
- Perform laboratory testing to evaluate the index, strength, and corrosivity characteristics of the subsurface soils encountered.
- Compile and analyze the accumulated data.
- Prepare a final design level geotechnical report to include logs of the exploratory borings and results of the laboratory testing. The report will contain a vicinity map depicting the project limits, plans showing the boring locations, boring logs, narrative descriptions of the surface and subsurface conditions, groundwater conditions, laboratory test results, and geotechnical recommendations for earthwork, reuse of onsite soils, subgrade preparation, building foundations, pavement sections, and associated utilities.

ENVIRONMENTAL SCOPE OF WORK

Ninyo & Moore's proposed scope of work for the Phase I ESA will include the activities listed below.

Task 1: Site Reconnaissance

- Review readily available maps and reports pertaining to the site. The client is requested to provide a copy of relevant documents they may have in their possession.
- Perform a Site reconnaissance to visually identify areas of possibly contaminated surficial soil or surface water, improperly stored hazardous materials, possible

sources of polychlorinated biphenyls, and possible risks of contamination from activities at the Site or adjacent properties.

- Conduct interviews with Site owners and tenants regarding the environmental status of the Site.
- Obtain and review relevant documents commonly kept at a facility such as chemical inventory records, air and water permits, waste disposal records, and material safety data sheets (MSDSs). Because the Site appears to be agricultural crop land, Ninyo & Moore does not anticipate records being kept at the Site.
- Document utility connections at the Site.

Task 2: Interviews and Records Review

- Ninyo & Moore will obtain a historical title report for the parcel which includes the Site within its boundaries and summarize the findings in the Phase I Environmental Site Assessment (ESA) report. The historical title report will be used by Ninyo & Moore to evaluate probable past Site uses and their possible impact on the current environmental status of the Site.
- Review relevant environmental reports for the Site if available and if provided by the client.
- Review information provided by the client, including a completed American Society for Testing and Materials (ASTM) user questionnaire.
- Identify previous and existing uses of the Site by reviewing historical records and regulatory documents.
- Review readily available historical documents, including aerial photographs (site and adjacent properties), Sanborn Insurance Maps (site and available adjacent properties), Building Department Records (site only), and Reverse City Directories (representative Site addresses and available adjacent properties), as appropriate.
- Review readily available local regulatory agency files for the Site. Requests will be made to the Maricopa County Environmental Services Department, the local Air Pollution Control District, and the local Fire and Building Departments for information pertaining to the Site.
- Review readily available regulatory agency databases for the Site and for properties located within a specified radius of the Site. The purpose of this review is to evaluate the possible environmental impact to the Site. Databases will identify locations of known hazardous waste generators, landfills, facilities with reported leaking underground storage tanks (LUSTs) and/or registered underground storage tanks (USTs), and facilities that use, store or dispose of hazardous materials.

ASTM/AAI search radii will be utilized. Based on the Site use and its location, Ninyo & Moore does not anticipate reviewing regulatory files for this Phase I ESA.

- Conduct interviews with past owner(s) and tenant(s) of the Site, if readily available. Ninyo & Moore's attempts to contact previous owners and tenants will be documented in the Phase I ESA report.

Task 3: Evaluation of Site Characteristics

- Review readily available topographic, soil, geologic, and hydrologic information, including depth to groundwater for indications of surface and subsurface characteristics of the Site.
- Document manmade features at the Site, including USTs, aboveground storage tanks, sumps, surface impoundments, septic tanks, oil/water separators, transformers, water wells, drywells, and stormwater drains.
- Observe surface drainage, cracking in concrete slabs and foundations, staining, and identify areas of petroleum products or hazardous substances storage.

Task 4: Adjacent Property Evaluation

- Evaluate adjacent properties for the potential to contaminate the Site. If, during the course of this Phase I ESA, adjacent properties appear to have the potential to impact the Site, Ninyo & Moore will notify the client regarding the potential need to perform portions of Tasks 1, 2, and/or 3 on the adjacent suspect properties.
- Conduct interviews with adjacent property owners, if necessary and if readily available.

Task 5: Report Preparation

- Prepare a Phase I ESA report documenting findings and providing opinions and recommendations regarding possible environmental impacts at the Site. Color photographs and a Site diagram will be provided in the report. An electronic copy (PDF) of the report will be provided to the client. Printed copies of the report can be provided; however, the costs for these printed copies are not included in the cost estimate for this Phase I ESA.

In accordance with ASTM E 1527-13, the following, which is not intended to be all inclusive, represents out-of-scope items with respect to this Phase I ESA and, therefore, will not be addressed in this Phase I ESA report: asbestos-containing materials, lead-based paint, lead in drinking water, regulatory compliance, cultural and historical risk, industrial hygiene, health and safety, ecological resources, endangered species, and high-voltage power lines. As previously

stated, Ninyo & Moore will obtain a historical title report for this Phase I ESA. Ninyo & Moore will not address interpretations of zoning regulations, building code requirements, or property title issues.

GEOTECHNICAL ASSUMPTIONS

We have made the following assumptions in the preparation of this proposal:

1. The site is accessible to truck-mounted drilling equipment, equipped with hollow stem augers.
2. Some ground disturbance should be expected during our field work.
3. If auger refusal or groundwater is encountered prior to the target depths, we will stop the drilling and notify your office.
4. Any permits or access permission will be obtained by others.
5. No traffic control measures are needed.
6. The boreholes can be backfilled with the drilling spoils.

ENVIRONMENTAL ASSUMPTIONS

The following conditions will apply to the performance of the scope of services described herein:

1. The visual observations made by Ninyo & Moore will be limited to surficial areas of the Site and contiguous properties. Subsurface explorations, soil sampling, surface and groundwater sampling, or chemical analyses of samples are not included in this proposal.
2. The Site is three acres or less, a maximum of one address is associated with the Site, and no buildings are constructed on the Site.
3. This Phase I ESA will be conducted by Ninyo & Moore expressly and solely for the client and its assigns. The evaluations, findings, conclusions, and recommendations contained in this Phase I ESA report will represent Ninyo & Moore's professional judgment and opinion. The report will be based solely on information gained from direct observation, personal interviews, examinations of regulatory records, and information obtained from readily available historical records. In the event conditions differing from or in addition to those described in the Phase I ESA report are encountered at a later time, Ninyo & Moore reserves the right to review such conditions and to modify, as appropriate, the Phase I ESA report and conclusions given in the report.

4. Any use of, or reliance upon, the information, assessments, or conclusions contained in the Phase I ESA report for purposes other than liability assessment shall be at the sole liability of the party undertaking such use.
5. Regulatory reviews may be required for conditions such as, but not limited to, USTs, aquifer protection permits, waste generation compliance, and water quality assurance revolving fund. As previously stated, Ninyo & Moore does not anticipate reviewing regulatory documents for this Phase I ESA and Ninyo & Moore's proposed fee reflects this assumption.
6. Per ASTM E 1527-13, the Phase I ESA report meeting the ASTM E 1527-13 standard practice is valid for 180 days. The following components must be updated (which is beyond the scope of work provided herein), if they were conducted 180 days or more prior to the date of the intended transaction: interviews with owners, operators, and occupants; searches for recorded environmental cleanup liens, reviews of government records; visual inspection of the property and of adjoining properties; and the declaration of the environmental professional responsible for the assessment or update.

GEOTECHNICAL SCHEDULING

We are prepared to begin our services immediately upon receiving your authorization to proceed and would be prepared to submit our report approximately eight weeks after receiving the notice to proceed.

ENVIRONMENTAL SCHEDULING

We will submit the Phase I ESA report to the client within two weeks of receipt of notice to proceed and permission for Site access. If the report is needed sooner, please contact Ninyo & Moore as requests to expedite a project can usually be accommodated.

FEE ESTIMATE

We propose to perform the work scopes described above for the following lump sum fees.

Geotechnical Scope Of Work	\$ 9,500 (Nine Thousand Five Hundred Dollars)
Environmental Scope Of Work	\$ 2,500 (Two Thousand Five Hundred Dollars)

The proposed fees for Ninyo & Moore's services are valid for a period of 60 days from the date of this proposal. Beyond the 60-day period, revisions to the fee estimates may be required to initiate the project. The proposed fees are based on the scope of services presented above and

Ninyo & Moore's understanding of the existing Site conditions. The fees do not include costs that may arise due to unforeseen or unfavorable conditions or for post-report consultations.

If the terms and conditions of this proposal meet with your approval, please provide the following information, if available:

- Complete and return the attached User Questionnaire;
- Access arrangements, such as a letter, if required, introducing Ninyo & Moore to property owners or tenants for the purpose of gaining full access to the property and its buildings, and access to pertinent records and personnel;
- The name and phone number of a site contact authorized to coordinate the site reconnaissance;
- Copies of title and lease records, maps and reports pertaining to the site; and
- Site addresses that are, or have been in the past, associated with the subject site.

If this proposal meets your approval please sign and return the attached Work Authorization and Agreement or provide written authorization in the form of a sub-consultant agreement, contract, purchase order, or other convenient authorization vehicle.

We appreciate the opportunity to submit this proposal and look forward to working with you on this project. Should you have questions, please contact the undersigned.

Respectfully submitted,
NINYO & MOORE



Steven D. Nowaczyk, PE
Managing Principal Engineer

SDN/clj

Attachments: Work Authorization and Agreement
User Questionnaire

Distribution: (1) Addressee (Electronic Copy)

WORK AUTHORIZATION AND AGREEMENT

Please Sign and Return One Copy to:

NINYO & MOORE
3202 East Harbour Drive
Phoenix, Arizona 85034

PROPOSAL NO. 12-00266

1. PROJECT ADDRESS: **El Mirage Road and Mountain View Road, El Mirage, Arizona 85335.**
2. PROJECT DESCRIPTION: **Geotechnical and Environmental Services - El Mirage City Hall.**
3. SCOPE OF STUDY: **Please refer to proposal dated April 13, 2015.**
4. FEE: We propose to perform the work scopes described above for the following lump sum fees.

Geotechnical Scope Of Work	\$ 9,500 (Nine Thousand Five Hundred Dollars)
Environmental Scope Of Work	\$ 2,500 (Two Thousand Five Hundred Dollars)

5. PORTION OF FEE IN ADVANCE OF WORK: **None.**
6. CLIENT: **Architekton**
464 South Farmer Avenue, Suite 101
Tempe, Arizona 85281
PHONE: **480-894-4637**

CONTACT: **Joe Salvatore**
PHONE: **480-894-4637**
7. STATEMENT TO BE SENT TO: **Client**

CONDITIONS OF AGREEMENT BETWEEN CLIENT AND NINYO & MOORE

This AGREEMENT is made by and between: NINYO & MOORE GEOTECHNICAL AND ENVIRONMENTAL SCIENCES CONSULTANTS, hereinafter referred to as CONSULTANT, and **Architekton**, hereinafter referred to as CLIENT. This AGREEMENT between the parties consists of these TERMS, the attached Proposal identified as Proposal No. **12-00266** dated **April 13, 2015**, and any exhibits or attachments noted in the Proposal. Together, these elements will constitute the entire AGREEMENT superseding any and all prior negotiations, correspondence, or agreements either written or oral. Any changes to this AGREEMENT must be mutually agreed to in writing.

STANDARD OF CARE

CLIENT recognizes that subsurface conditions may vary from those observed at locations where borings, surveys, or explorations are made, and that site conditions may change with time. Data, interpretations, and recommendations by CONSULTANT will be based solely on information available to CONSULTANT. CONSULTANT is responsible for those data, interpretations, and recommendations, but will not be responsible for other parties' interpretations or use of the information developed.

Services performed by CONSULTANT under this AGREEMENT are expected by CLIENT to be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the geotechnical engineering profession practicing contemporaneously under similar conditions in the locality of the project. Under no circumstance is any warranty, expressed or implied, made in connection with the providing of geotechnical consulting services.

SITE ACCESS AND SITE CONDITIONS

CLIENT will grant or obtain free access to the site for all equipment and personnel necessary for CONSULTANT to perform the work set forth in this agreement. CLIENT will notify any and all possessors of the project site that CLIENT has granted CONSULTANT free access to the site. Client will protect all property, inside and out, including all plants and landscaping. CONSULTANT will take reasonable precautions to reduce the potential for damage to the site, but it is understood by CLIENT that, in the normal course of work, some damage may occur and the correction of such damage or alteration is not part of this AGREEMENT unless so specified in the Proposal.

CLIENT is responsible for accurately delineating the locations of all subterranean structures and utilities. CONSULTANT will take reasonable precautions to avoid known subterranean structures, and CLIENT waives any claim against CONSULTANT, and agrees to defend, indemnify and hold CONSULTANT harmless from any claim or liability for injury or loss, including costs of defense, arising from damage done to subterranean structures and utilities not identified or accurately located. In addition, CLIENT agrees to compensate

CONSULTANT for any time spent or expenses incurred by CONSULTANT in defense of any such claim, with compensation to be based upon CONSULTANT's prevailing fee schedule and expense reimbursement policy.

SAMPLE DISPOSAL

CONSULTANT will dispose of remaining soil, rock, and water samples approximately thirty (30) days after submission of the report covering those samples. Further storage or transfer of samples can be made at CLIENT's expense upon CLIENT's prior written request.

MONITORING

If CONSULTANT is retained by CLIENT to provide a site representative for the purpose of monitoring specific portions of construction work or other field activities as set forth in the Proposal, then this phrase applies. For the specified assignment, CONSULTANT will report observations and professional opinions to CLIENT or CLIENT's agent. No action of CONSULTANT or CONSULTANT's site representative can be construed as altering any AGREEMENT between the CLIENT and others. CONSULTANT will report to CLIENT or CLIENT's agent any observed geotechnically related work which, in CONSULTANT's professional opinion, does not conform with plans and specifications. The CONSULTANT has no right to reject or stop work of any agent or subcontractor of CLIENT; such rights are reserved solely for CLIENT. Furthermore, CONSULTANT's presence on the site does not in any way guarantee the completion or quality of the performance of the work of any party retained by CLIENT to provide field or construction-related services.

If CONSULTANT is not retained by Client for the purpose of monitoring construction work or field activities, CONSULTANT will expressly not be held liable or responsible for such activities or for the geotechnical performance of the completed project. Monitoring of construction work or field activities and the geotechnical performance of the completed project is and will remain the sole and express responsibility of the CLIENT or other party designated by the CLIENT. CLIENT hereby agrees to indemnify and hold harmless CONSULTANT from and against any loss or judgment, suffered by the CONSULTANT as a result of a claim or lawsuit resulting from CLIENT's failure to monitor construction work or field activities for which CONSULTANT has not been retained.

CONSULTANT will not be responsible for and will not have control or charge of specific means, methods, techniques, sequences or procedures of construction or other field activities selected by any agent or agreement of CLIENT. It is mutually understood and agreed by CLIENT and CONSULTANT that CONSULTANT has no control or enforcement ability over any persons or parties who are not employees of CONSULTANT. CONSULTANT does not purport to be, nor is CONSULTANT responsible for, any safety precautions nor programs incident thereto for such non-employees of CONSULTANT.

OWNERSHIP AND MAINTENANCE OF DOCUMENTS

Unless otherwise specified in this Agreement or in an Addendum, and provided that CONSULTANT has been fully paid for the Services, CLIENT shall have the right to use the documents, maps, photographs, drawings and specifications resulting from CONSULTANT's efforts on the project, for purposes reasonably contemplated by the parties. CONSULTANT shall have the right, but shall not be obligated, to retain copies of all such materials and shall have the right to use the same for any purpose, unless such use would be expected to cause harm to CLIENT. CLIENT shall specify in advance, in writing, and be charged for all arrangements for special or extended-period maintenance of such materials by CONSULTANT. CONSULTANT retains the right of ownership with respect to any patentable concepts or copyrightable materials arising from its Services.

Reuse of any material described by CLIENT, including publication to third parties, on extension of this project or on any other project without CONSULTANT's written authorization, shall be at CLIENT's risk, and CLIENT agrees to indemnify, defend, and hold harmless CONSULTANT from all claims, damages, and expenses, including attorney's fees, arising out of such unauthorized reuse.

BILLING AND PAYMENT

CLIENT will pay CONSULTANT in accordance with the procedures indicated in the Proposal and its attachments. Invoices will be submitted to CLIENT by CONSULTANT, and will be due and payable upon presentation. If CLIENT objects to all or any portion of any invoice, CLIENT will so notify CONSULTANT in writing within fourteen (14) calendar days of the invoice date, identify the cause of disagreement, and pay when due that portion of the invoice not in dispute. The parties will immediately make every effort to settle the disputed portion of the invoice. In the absence of written notification described above, the balance as stated on the invoice will be paid.

Invoices are delinquent if payment has not been received within thirty (30) days from date of invoice. CLIENT will pay an additional charge of three quarters of a percent (.75) per month (or the maximum percentage allowed by law, whichever is lower) on any delinquent amount, excepting any portion of the invoiced amount in dispute and resolved in favor of CLIENT. Payment thereafter will first be applied to accrued interest and then to the principal unpaid amount. All time spent and expenses incurred (including any attorney's fees) in connection with collection of any delinquent amount will be paid by CLIENT to CONSULTANT per CONSULTANT's current fee schedules. In the event CLIENT fails to pay CONSULTANT within sixty (60) days after invoices are rendered, CLIENT agrees that CONSULTANT will have the right to consider the failure to pay the CONSULTANT's invoice as a breach of this AGREEMENT and CONSULTANT may cease work on the project. At CONSULTANT's option, CONSULTANT may waive said major breach upon payment by CLIENT of all arrearages and outstanding invoices.

TERMINATION

This AGREEMENT may be terminated by either party seven (7) days after written notice in the event of any breach of any provision of this AGREEMENT or in the event of substantial failure of performance by either party, or if CLIENT suspends the work for more than three (3) months. In the event of termination, CONSULTANT will be paid for services performed prior to the date of termination plus reasonable termination expenses, including, but not limited to, the cost of completing analyses, records, and reports necessary to document job status at the time of termination.

RISK ALLOCATION

Many risks potentially affect CONSULTANT by virtue of entering into this AGREEMENT to perform professional consulting services on behalf of CLIENT. The principal risk is the potential for human error by CONSULTANT. For CLIENT to obtain the benefit of a fee which includes a nominal allowance for dealing with CONSULTANT's liability, CLIENT agrees to limit CONSULTANT's liability to CLIENT and to all other parties for claims arising out of CONSULTANT's performance of the services described in this AGREEMENT. The aggregate liability of CONSULTANT will not exceed \$50,000 for negligent professional acts, errors, or omissions, including attorney's fees and costs which may be awarded to the prevailing party, and CLIENT agrees to indemnify and hold harmless CONSULTANT from and against all liabilities in excess of the monetary limit established above.

Limitations on liability and indemnities in this AGREEMENT are business understandings between the parties voluntarily and knowingly entered into, and shall apply to all theories of recovery including, but not limited to, breach of contract, warranty, tort (including negligence), strict or statutory liability, or any other cause of action, except for willful misconduct or gross negligence. The parties also agree that CLIENT will not seek damages in excess of the limitations indirectly through suits with other parties who may join CONSULTANT as a third-party nor by an award of attorney's fees and costs to the prevailing party in excess of the aggregate liability agreed upon herein by the parties. Parties means CLIENT and CONSULTANT and their officers, employees, agents, affiliates, and subcontractors.

Both CLIENT and CONSULTANT agree that they will not be liable to each other, under any circumstances, for special, indirect, consequential, or punitive damages arising out of or related to this AGREEMENT.

INDEMNIFICATION

If any claim is brought against CONSULTANT, its employees, agents and subcontractors and/or CLIENT by a third party, relating in any way to the Services, the contribution and indemnification rights and obligations of CONSULTANT and Client, subject to the paragraph titled "Risk Allocation" above, such claim shall be determined as follows:

1. If any negligence, breach of contract, or willful misconduct of CONSULTANT caused any damage, injury, or loss claimed by the third party, then CONSULTANT and CLIENT shall each indemnify the other against any loss or judgment on a comparative reasonability basis under comparative negligence principles (CLIENT responsibility to include that of its agents, employees, and other contractors); and
2. Unless CONSULTANT was liable for negligence, breach of contract, or willful misconduct which in whole or in part, caused the damage, injury, or loss asserted in the third party claim, CLIENT shall indemnify CONSULTANT against the claim, liability, loss, legal fees, consulting fees, and other costs of defense reasonably incurred.

DISCOVERY OF UNANTICIPATED HAZARDOUS MATERIALS

CLIENT represents that CLIENT has made a reasonable effort to evaluate if hazardous materials are on or near the project site, and that CLIENT has informed CONSULTANT of CLIENT's findings relative to the possible presence of such materials.

Hazardous materials may exist at a site where there is no reason to believe they could or should be present. CONSULTANT and CLIENT agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work or termination of services. CONSULTANT and CLIENT also agree that the discovery of unanticipated hazardous materials may make it necessary for CONSULTANT to take immediate measures to protect health and safety. CLIENT agrees to compensate CONSULTANT for any equipment decontamination or other costs incident to the discovery of unanticipated hazardous materials.

CONSULTANT agrees to notify CLIENT when unanticipated hazardous materials or suspected hazardous materials are encountered. CLIENT agrees to make any disclosures required by law to the appropriate governing agencies. CLIENT also agrees to hold CONSULTANT harmless for any and all consequences of disclosures made by CONSULTANT which are required by governing law. In the event the project site is not owned by CLIENT, CLIENT recognizes that it is CLIENT's responsibility to inform the property owner of the discovery of unanticipated hazardous materials or suspected hazardous materials.

Notwithstanding any other provision of the AGREEMENT, CLIENT waives any claim against CONSULTANT and, to the maximum extent permitted by law, agrees to defend, indemnify, and save CONSULTANT harmless from any claim, liability, and/or defense costs for injury or loss arising from CONSULTANT's discovery of unanticipated hazardous materials or suspected hazardous materials, including, but not limited to, any costs created by delay of the project and any cost associated with possible reduction of the property's value.

CLIENT will be responsible for ultimate disposal of any samples secured by CONSULTANT which are found to be contaminated.

DISPUTES RESOLUTION

If a dispute at law arises from matters related to the services provided under this AGREEMENT and that dispute requires litigation, then:

1. The claim will be brought and tried in judicial jurisdiction of the court of the county where CONSULTANT's principal place of business is located and CLIENT waives the right to remove the action to any other county or judicial jurisdiction, and;
2. The prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorneys' and expert witness fees, and other claim-related expenses.

GOVERNING LAW AND SURVIVAL

If any of the provisions contained in this AGREEMENT are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions will not be impaired. Risk allocation and indemnities will survive termination or failure of this AGREEMENT for any cause.

The parties have read, or had the opportunity to read, the foregoing, including all attachments, addendums, and exhibits hereto, have had an opportunity to discuss the same, understand completely the terms, and willingly enter into this AGREEMENT which will become effective on the date signed below by CLIENT.

Printed Name of Client or Authorized Agent

Signature of Client or Authorized Agent

Date

Steven D. Nowaczyk, Managing Principal Engineer

Date

PM: **SDN**

Site Location/Description: _____

PHASE I ESA/AAI REQUIREMENTS

According to the All Appropriate Inquiry (AAI, 40 CFR 312) requirements and ASTM (E 1527-13) Guidance on conducting Phase I Environmental Site Assessments, the "user" of the assessment must provide the following information, if available, to the environmental professional in order to qualify for Landowner Liability Protections (LLPs) offered by the Small Business Liability Relief and Brownfields Revitalization Act of 2001. Please check yes or no and provide any additional information you may have regarding the site. Failure to provide this information could result in a determination that "all appropriate inquiry" is not complete.

(1) Environmental cleanup liens that are filed or recorded against the site (40 CFR 132.25).

Did a search of recorded land title records (or judicial records where appropriate, see Note 1 below) identify any environmental liens filed or recorded against the property under federal, tribal, state or local law?

Yes No

If yes, please explain:

Note 1 – In certain jurisdictions, federal, tribal, state or local statutes, or regulations specify that environmental liens and AULs be filed in judicial records rather than in land title records. In such cases judicial records must be searched for environmental liens and AULs.

(2) Activity and use limitations that are in place on the property or that have been filed or recorded against the property (40 CFR 312.26(a)(1)(v) and (vi)).

Did a search of recorded land title records (or judicial records where appropriate, see Note 1 above) identify any AULs, such as engineering controls, land use restrictions or institutional controls that are in place at the property and/or have been filed or recorded against the property under federal, tribal, state or local law?

Yes No

If yes, please explain:

(3) Specialized knowledge or experience of the person seeking to qualify for the LLP (40 CFR 312.28).

Do you have any specialized knowledge or experience related to the property or nearby properties? For example, are you involved in the same line of business as the current or former occupants of the property or an adjoining property so that you would have specialized knowledge of the chemicals and processes used by this type of business?

Yes No

If yes, please explain:

(4) Relationship of the purchase price to the fair market value of the property, if it were not contaminated (40 CFR 312.29).

Does the purchase price being paid for this property reasonably reflect the fair market value of the property? If you conclude that there is a difference, have you considered whether the lower purchase price is because contamination is known or believed to be at the property?

Please discuss:

(5) Commonly known or reasonably ascertainable information about the property (40 CFR 312.30).

Are you aware of commonly known or reasonably ascertainable information about the property that would help the environmental professional to identify conditions indicative of releases or threatened releases? For example,

- (a) Do you know the past uses of the property? a.
- (b) Do you know of specific chemicals that are present or once were present at the property? b.
- (c) Do you know of spills or other chemical releases that have taken place at the property? c.
- (d) Do you know of any environmental cleanups that have taken place at the property? d.

Yes No

If yes, please explain:

(6) The degree of obviousness of the presence or likely presence of contamination at the property and the ability to detect the contamination by appropriate investigation (40 CFR 312.31).

Based on your knowledge and experience related to the property are there any obvious indicators that point to the presence or likely presence of contamination at the property?

Yes No

If yes, please explain:

Print Name

Signature

Date

To: Joe Salvatore
Architekton
464 South Farmer Avenue, Suite 101
Tempe, AZ 85281

From: Marc Taylor
Marc Taylor Inc.
99 East Virginia Avenue, Suite 225
Phoenix, AZ 85004

April 9, 2015

Joe Salvatore –

We appreciate the opportunity to provide a fee on **El Mirage City Hall**. It is assumed that the construction budget for this project is \$7.6 million and includes a 20,264 gsf building entailing a two-story bar building on the south part of the property, potentially a council chambers building, etc. on the north part and a public plaza serving both. Included in this fee, we will provide professional cost estimates in a Unifomat or CSI cost breakdown at the Programming, Schematic Design, and Design Development design phases. We will also review the CMAR estimate at the Construction Document phase and complete VE exercises as needed. We trust this approach will help you negotiate the final design and cost with the City and CMAR.

A. The following is a list of qualifications and services for this effort:

- | | |
|--|-----------------|
| 1. Cost Model at Programming Phase | \$3,500 |
| a. Includes attending (1) Programming Kick off Meeting / (1) Presentation of Cost Model. | |
| b. The programming deliverables will include a summary level detailed cost estimates with back up and qualifications. | |
| c. Includes 2 hours of value engineering. | |
| 2. Professional Cost Estimate at Schematic Design Phase | \$11,400 |
| a. Includes attending (1) Estimate Kick off Meeting / (1) Presentation of Estimate. | |
| b. The schematic design deliverables will include a summary level detailed cost estimates with back up and qualifications. | |
| c. Includes 3 hours of value engineering. | |
| 3. Professional Cost Estimate at Design Development Phase | \$11,400 |
| a. Includes attending (1) Estimate Kick off Meeting / (1) Presentation of Estimate. | |
| b. The design development deliverables will include a summary level detailed cost estimates with back up and qualifications. | |
| c. Includes 3 hours of value engineering. | |
| 4. Peer Review of CMAR Estimate at Construction Document Design Phase | \$3,500 |
| a. Includes attending (1) Estimate Kick off Meeting / (1) Presentation of Review. | |
| b. The construction document deliverables will include a peer review of the CMAR estimate. | |

TOTAL: \$29,800

General Clarifications:

1. If total scope of services above is not accepted, **Marc Taylor Inc.** reserves the right to withdraw proposal or modify fee structure. If scope of services is changed, **Marc Taylor Inc.** will need to revisit fee structure and negotiate a mutually acceptable revised proposal.
2. Contract terms will be defined and modified if required to reach an executable, mutually agreeable contract.
3. **Marc Taylor Inc.** will invoice upon completion of each estimate at the various design phases identified in this proposal (see #5 for progress payments). If at no fault of **Marc Taylor Inc.**, the owner and/or Architekton have failed to make the issued progress payments before the subsequent next design phase, **Marc Taylor Inc.** reserves the right to stop work, until payment is received.
4. If Architekton fails to receive payment from owner, and that failure is in no way due to or caused by the work of **Marc Taylor Inc.**, then Architekton shall remit payment to **Marc Taylor Inc.** for services rendered and invoiced.
5. Assume the design packages will be issued as one package. If multiple updates are produced during design phases, **Marc Taylor Inc.** reserves the right to adjust Fee to account for estimating packages more than once or having to re-estimate quantities that have already been surveyed.
6. Does not include pricing multiple building cost options.
7. Estimate Includes 8 hours of Value Engineering (additive or deductive). Pricing of multiple building options is **not** included. Additional Value engineering or multiple building options will be priced at \$125 an hour.
8. Special Insurance, errors and omissions or liability requirements beyond MTI's current limitations.
9. Architekton to provide two (1) full size sets and one (2) half sized set along with three (1) copies of the specifications or project manual at each design stage. This shall include a CD or via accessible documents from FTP site.

This proposal is accepted by Architekton.

Joe Salvatore, Architekton

Date

Exhibit B

El Mirage City Hall Architekton Design Team Fee Development			
Design Team			
	Fees	Total Fee	
Consultant			
Base Professional Services Fees			
Architekton	\$ 325,000.00	\$ 325,000.00	58.46%
HEI	\$ 90,000.00	\$ 90,000.00	16.19%
BDA	\$ 37,500.00	\$ 37,500.00	6.75%
J2 Civil & Landscape Architecture	\$ 58,729.00	\$ 58,729.00	10.56%
J2 Civil & Landscape Architecture CA Services	\$ 14,938.00	\$ 14,938.00	2.69%
Mark Taylor	\$ 29,800.00	\$ 29,800.00	5.36%
Total Fees	\$ 555,967.00	\$ 555,967.00	100.00%
Total Fees			\$ 555,967.00
Pre-Construction Reimbursable Expense Allowance			
Architekton	\$ 11,900.00	\$ 11,900.00	
Printing, Postage and Deliveries			
Total Reimbursable Fees	\$ 11,900.00	\$ 11,900.00	\$ 11,900.00
Optional Professional Services Fees			
Non-Basic Services as required			
Special Structural Inspections		\$ 16,500.00	
J2 Survey		\$ 5,775.00	
J2 Half Street (Mountainview Road) Design		\$ 33,466.00	
J2 Half Street (Mountainview Road) Construction Administration		\$ 4,979.00	
Ninyo-Moore - Geotechnical Report		\$ 9,500.00	
Ninyo-Moore - Phase One Environmental		\$ 2,500.00	
HEI - Data/Telecommunications Design		\$ 9,800.00	
HEI - Security Systems Design		\$ 12,000.00	
HEI - Audio Visual Systems Design		\$ 13,500.00	
		\$ 108,020.00	\$ 108,020.00
Construction Administration Reimbursable Expense Allowance			
Architekton	\$ 3,000.00	\$ 3,000.00	
Printing, Postage and Deliveries			
Total Reimbursable Fees	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00
Total Contract Request Fees, Expenses & Allowances			\$ 678,887.00

**El Mirage City Hall
Architekton Design Team
Fee Development**

Fees	Phase	Design Team Member Fee by Phase					
Fee per Phase		Architekton	HEI	BDA	JZ	MT	Ninyo-Moore
\$ 152,657.40	Prog/SD	\$ 65,000.00	\$ 25,060.00	\$ 7,500.00	\$ 28,197.40	\$ 14,900.00	\$ 12,000.00
\$ 131,382.40	DD	\$ 65,000.00	\$ 25,060.00	\$ 7,500.00	\$ 22,422.40	\$ 11,400.00	
\$ 243,464.80	CD	\$ 130,000.00	\$ 50,120.00	\$ 15,000.00	\$ 44,844.80	\$ 3,500.00	
\$ 527,504.60	Pre-Con	\$ 260,000.00	\$ 100,240.00	\$ 30,000.00	\$ 95,464.60	\$ 29,800.00	\$ 12,000.00
\$ 11,900.00	Reimb						
\$ 136,482.40	CA	\$ 65,000.00	\$ 25,060.00	\$ 24,000.00	\$ 22,422.40		
\$ 3,000.00	Reimb						
\$ 663,987.00	Total	\$ 325,000.00	\$ 125,300.00	\$ 54,000.00	\$ 117,887.00	\$ 29,800.00	\$ 12,000.00
\$ 14,900.00	Reimb						
\$ 678,887.00	Total Contract Amount						



REQUEST FOR COUNCIL ACTION

DATE SUBMITTED: <u>05/01/2015</u> DATE ACTION REQUESTED: <u>05/05/2015</u> <input checked="" type="checkbox"/> REGULAR <input type="checkbox"/> CONSENT	TYPE OF ACTION: ___ RESOLUTION # _____ ___ ORDINANCE # _____ <input checked="" type="checkbox"/> OTHER: General Plan Amendment Request	SUBJECT: Continuance from April 21, 2015 of the public hearing, closure of public hearing, followed by Council's consideration and action for GPA14-05-25, a major amendment to the 2010 General Plan, proposing to change Transit Oriented Development to Residential at the NW & NE corners of Grand Avenue and Thompson Ranch Road.
---	--	---

TO: Mayor and Council
FROM: Jorge Gastelum, Director of Development & Community Services/City Engineer <i>JG</i>
RECOMMENDATION: To deny the request due to its inconsistency with the City's General Plan.
PROPOSED MOTION: I move to deny the request to a major amendment to the 2010 General Plan as presented.
ATTACHMENTS: N/A

DISCUSSION: Council approved a continuance of this public hearing from April 21, 2015 Council Meeting regarding the discussion and action to approve or deny a major general plan amendment, which requires Council approval. State Statute 9-461.06 requires Cities to hold public meetings for public comments and final ruling from the municipality's Council. The Planning & Zoning Commission recommended denial of the amendment to the 2010 General Plan with a 4-0 vote at the October 8, 2014 Public Hearing.

FISCAL IMPACT: N/A

DEPARTMENT LINE ITEM ACCOUNT: N/A

BALANCE IN LINE ITEM IF APPROVED: N/A

Finance Director:

R. Nilles 5/1/15
 Robert Nilles Date

Approved as to form:

Robert M. Hall 5/1/15
 Robert M. Hall, City Attorney Date

City Manager:

Spencer A. Isom 5/1/15
 Dr. Spencer A. Isom Date

REQUEST FOR COUNCIL ACTION

DATE SUBMITTED: 04/23/2015 DATE ACTION REQUESTED: 05/05/2015 <input checked="" type="checkbox"/> REGULAR <input type="checkbox"/> CONSENT	TYPE OF ACTION: _____ RESOLUTION # _____ _____ ORDINANCE # _____ <input checked="" type="checkbox"/> OTHER: Liquor License Consideration	SUBJECT: Public Hearing, closure of public hearing, followed by Council's consideration and action to recommend to the Arizona Department of Liquor Licenses & Control approval of an application for a sampling license for Shell #115, at 12170 N El Mirage Road.
---	--	--

TO: Mayor and Council
FROM: Steve Campbell, Police Chief 
RECOMMENDATION: Approve/Disapprove of the pending sampling liquor license #10076616
PROPOSED MOTION: I recommend approval/disapproval to the Arizona Department of Liquor Licenses & Control of the sampling license for Shell #115, at 12170 N El Mirage Road.
ATTACHMENTS: Redacted license application, Affidavit of Posting, Memo from the Police Department

DISCUSSION: The State of Arizona Department of Liquor Licenses & Control requires municipalities to post, at respective establishments, notice of request for a liquor license or renewal of an existing liquor license at least 30 days before consideration by the governing body to make a recommendation to the Department on whether to issue such license. During the posting period, the El Mirage Police Department reviewed the request and has no negative comments or objections. A public hearing is required to hear comments from the public and for the Council to consider their recommendation. If approved, the Liquor Department is notified there are no objections by the municipality in issuing the requested liquor license and the Department will consider the municipalities input in making a decision whether to issue the requested license.

FISCAL IMPACT: N/A

DEPARTMENT LINE ITEM ACCOUNT: N/A

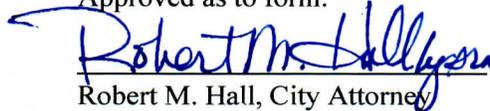
BALANCE IN LINE ITEM IF APPROVED: N/A

Finance Director:


Robert Nilles

5/1/15
Date

Approved as to form:


Robert M. Hall, City Attorney

5/1/15
Date

City Manager:


Dr. Spencer A. Isom

5/1/15
Date

800 W. Washington 5th Floor
Phoenix, Arizona 85007
(602) 542-5141

State/Local Government Routing Sheet
Add Sampling Privileges To Active
Liquor Store (series 9) or Beer and Wine Store (series 10) License

<input type="checkbox"/> Liquor Store (series 9) <input checked="" type="checkbox"/> Beer and Wine Store (series 10)

The attached form for sampling must be processed within 105 days from this date:

Date Application Received at DLLC: 3/26/15

Date of 60-days from receipt: 5/25/15 105-days from receipt: 7/9/15

If the local governing body has questions regarding the attached sampling form, please call:

DLLC Contact Name: Selena Gonzales

DLLC Contact Phone Number: 602 542-9040 DLLC Contact email: Selena.Gonzales@azliquor.gov

Upon local governing body approval, a new license with a sampling privilege ("S") designation will be issued to this licensee:

For DLLC Use Only	
Current License #: <u>10076016</u>	Date of issuance: ___/___/___
S License #: _____	Date of issuance: ___/___/___
DLLC Contact: <u>Selena Gonzales</u>	DLLC Phone #: <u>602 542-9040</u>

For Local Governing Body Use Only	
Date Receive: <u>3 / 31 / 2015</u>	Date Approved: ___/___/___
Recommendation: <input type="checkbox"/> Approve <input type="checkbox"/> Protest <input type="checkbox"/> No Recommendation	
I _____, hereby recommend that non-transferrable sampling Government Official	
privileges be added to this licensee on behalf of _____ City, Town or County	
(____) _____ Phone Number	_____ Email Address

El mirage

State of Arizona
Department of Liquor Licenses and Control

800 W. Washington 5th Floor
Phoenix, Arizona 85007
(602) 542-5141

<input type="checkbox"/>	Liquor Store (series 9)
<input checked="" type="checkbox"/>	Beer and Wine Store (series 10)

Sampling Privileges Form

Applicant's Name: Howard Everett Magee (check one) Owner Agent

Mailing Address: 2601 W Dunlap #10, Phoenix, AZ, Maricopa, 85021
Street Address or P.O. Box City State County Zip Code

Business Phone Number: (623) 933-3202 Email: Howard@cariocaco.com

Business Name: Shel #115 Current License #: 10076616

Physical Location of Business:
12170 N. El Mirage Rd, El Mirage, AZ, Maricopa, 85335
Street Address City State County Zip Code

I, Howard Magee, understand that, upon approval, sampling privileges for the liquor license identified above will require compliance with the following:

Initial Here

1. the premises shall contain at least five thousand square feet to be eligible for sampling privileges for Beer and Wine Store (series 10) applicants only (A.R.S. §4-206.01(J)).
2. Any open product shall be kept locked by the licensee when the sampling area is not staffed.
3. The licensee is otherwise subject to all other provisions of this title. The licensee is liable for any violation of this title committed in connection with the sampling.
4. The licensed retailer shall make sales of sampled products from the licensed retail premises.
5. The licensee shall not charge any customer for the sampling of any products.
6. The sampling shall be conducted under the supervision of an employee of a sponsoring distiller, vintner, brewer, wholesaler or retail licensee.
7. Accurate records of sampling products dispensed shall be retained by the licensee.
8. Sampling shall be limited to three ounces of beer or cooler-type products, one and one-half ounce of wine and one ounce of distilled spirits per person, per brand, per day.
9. The sampling shall be conducted only on the licensed premises.
10. Upon approval of this form, a license for a liquor store with sampling privileges (series 9S) or a beer and wine store with sampling privileges (series 10S) will be issued and mailed to the licensee's address of record. The license must be displayed in a conspicuous public area of the licensed premises that is readily accessible for inspection by any peace officer, distributor, wholesaler or member of the public. (A.R.S. §4-261.01)

N/A
A

- 11. Liquor store license sampling privileges are not transferable.
- 12. I have read, understand, and assume responsibility for compliance with A.R.S. §4-206.01.

A.R.S. §4-206.01(J) Bar, beer and wine bar or liquor store licenses; number permitted; fee; sampling privileges

- 1. Any open product shall be kept locked by the licensee when the sampling area is not staffed.
- 2. The licensee is otherwise subject to all other provisions of this title. The licensee is liable for any violation of this title committed in connection with the sampling.
- 3. The licensed retailer shall make sales of sampled products from the licensed retail premises.
- 4. The licensee shall not charge any customer for the sampling of any products.
- 5. The sampling shall be conducted under the supervision of an employee of a sponsoring distiller, vintner, brewer, wholesaler or retail licensee.
- 6. Accurate records of sampling products dispensed shall be retained by the licensee.
- 7. Sampling shall be limited to three ounces of beer or cooler-type products, one and one-half ounces of wine and one ounce of distilled spirits per person, per brand, per day.
- 8. The sampling shall be conducted only on the licensed premises.

SECRET

Howard Magee

I, _____, attest that I am the OWNER/AGENT filing this form, that I have read, and assume responsibility for compliance with, A.R.S. §4-206.01 at the licensed establishment named on page 1, and verify all statements I have made on this document to be true, correct and complete. I understand that I am responsible for the \$100 issuance fee and the annual \$60 renewal fee for these sampling privileges. Sampling privilege renewal fees are due at the same time as the renewal for the "current license #" identified on page 1 of this application.

Signature,

Title

GENERAL Mgr 3/26/2015

Date

Notarized Signature

The forgoing instrument was acknowledged before me this 26 of March, 2015.
day month year

Notary Public:

Selena Marie Gonzales
Signature

My commission expires:

12, 2, 16
day month year



For DLLC Use Only

S License #: 10076616

Date of issuance: ____/____/____

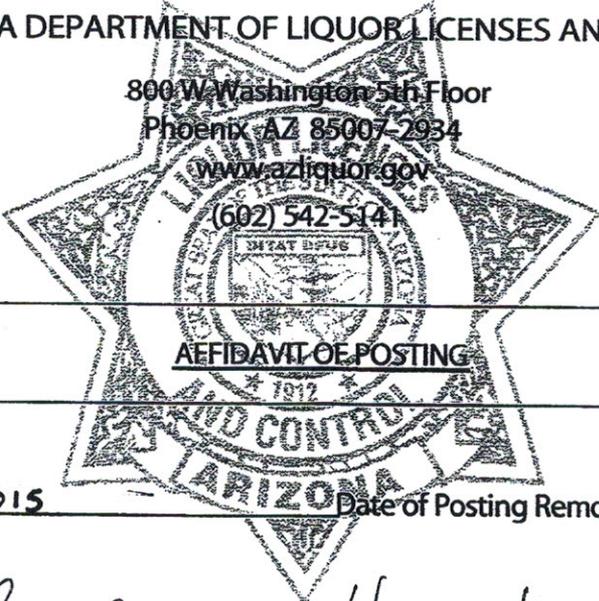
Issuance fee applicable? Yes No

\$100 issuance fee collected

Initials: _____

ARIZONA DEPARTMENT OF LIQUOR LICENSES AND CONTROL

800 W Washington 5th Floor
Phoenix AZ 85007-2934
www.azliquor.gov
(602) 542-5141



AFFIDAVIT OF POSTING

Date of Posting: 4/2/2015 Date of Posting Removal: 5.4.2015

Applicant Name: Magee Howard Everett
Last First Middle

Business Address: 12170 N. El Mirage Rd El Mirage 85335
Street City Zip

License #: 10076616

I hereby certify that pursuant to A.R.S. § 4-201, I posted notice in a conspicuous place on the premises proposed to be licensed by the above applicant and said notice was posted for at least twenty (20) days.

MARCIE STRATTON CITY CODE OFFICER (602) 500-3023
Print Name of City/County Official Title Telephone #

[Signature] 4/2/2015
Signature Date Signed

Return this affidavit with your recommendation (i.e., Minutes of Meeting, Verbatim, etc.) or any other related documents.

If you have any questions please call (602) 542-5141 and ask for the Licensing Division.

Individuals requiring special accommodations please call (602) 542-9027



MEMORANDUM

TO: Sharon Antes

FROM: Chief Steve Campbell 

SUBJECT: Pending Liquor License #100766162 (Shell)

DATE: 04/07/2015

An application for the addition of a sampling permit was submitted to the El Mirage City Clerk's Office for Shell located at 12170 N El Mirage Rd, El Mirage AZ 85335.

This application is scheduled to go before the City Council on May 5, 2015.

A complete assessment of the business was conducted in December of 2014 when the original liquor license application was submitted by Howard Everett Magee for the El Mirage Shell Station. Calls for service to the Shell in the last twelve months were evaluated upon receipt of the sampling permit application. Upon review of the submitted material, the following response is submitted:

No Comment

Disapproval recommended (must be accompanied by an explanation)



**El Mirage Police Department
Calls for Service to 12170 N El Mirage Rd
04/01/2014 to 04/06/2015**

<u>INCIDENT</u>	<u>OFFICER</u>	<u>REPORT DATE / TIME</u>	<u>NATURE</u>	<u>OFF CODE</u>	<u>ADDRESS</u>	<u>DISPO</u>	<u>BEAT</u>
ACCIDENT HIT/RU 12170 N EL MIRAGE RD; 12300 W; SHELL E14112383 B S Johnson	1	11/28/2014 10:58:04AM	ACCIDENT HIT/RU	TAHR	12170 N EL MIRAGE RD; 12300 W; SHELL	6	14
AGENCY ASSIST 12170 N EL MIRAGE RD; SHELL; 12300 W E15040472 D H Henley	1	4/6/2015 11:21:34PM	AGENCY ASSIST	ASST	12170 N EL MIRAGE RD; SHELL; 12300 W	2	14
CHILD IN VEH 12170 N EL MIRAGE RD; SHELL; 12300 W E14080603 T W McCracken	1	8/8/2014 2:01:28PM	CHILD IN VEH		12170 N EL MIRAGE RD; SHELL; 12300 W	2	14
CITIZEN ASSIST 12170 N EL MIRAGE RD; SHELL; 12300 W E14052367 M C Williams	2	5/29/2014 11:10:50AM	CITIZEN ASSIST	CITA	12170 N EL MIRAGE RD; SHELL; 12300 W	2	14
E14122087 T W McCracken		12/28/2014 3:47:04PM	CITIZEN ASSIST	FRAU	12170 N EL MIRAGE RD; SHELL; 12300 W	2	14
DISORDERLY CNDT 12170 N EL MIRAGE RD; SHELL; 12300 W E14091767 M E Ecker	3	9/21/2014 10:14:48PM	DISORDERLY CNDT	DCON	12170 N EL MIRAGE RD; SHELL; 12300 W	2	14
E14112349 R T Wirth		11/27/2014 9:13:22PM	DISORDERLY CNDT	DCON	12170 N EL MIRAGE RD; SHELL; 12300 W	2	14
E15031442 K M Mucci		3/20/2015 11:47:18PM	DISORDERLY CNDT	DCON	12170 N EL MIRAGE RD; SHELL; 12300 W	2	14
FIRE ASSIST 12170 N EL MIRAGE RD; 12300 W E14091137 J D Van Aller	1	9/13/2014 10:37:59PM	FIRE ASSIST	AGA	12170 N EL MIRAGE RD; 12300 W	2	14
FRAUD 12170 N EL MIRAGE RD; SHELL; 12300 W E14060937 T W McCracken	1	6/13/2014 2:40:14PM	FRAUD	FRAU	12170 N EL MIRAGE RD; SHELL; 12300 W	6	14
JUVENILE PROB	1						



El Mirage Police Department
Calls for Service to 12170 N El Mirage Rd
04/01/2014 to 04/06/2015

<u>INCIDENT</u>	<u>OFFICER</u>	<u>REPORT DATE / TIME</u>	<u>NATURE</u>	<u>OFF CODE</u>	<u>ADDRESS</u>	<u>DISPO</u>	<u>BEAT</u>
12170 N EL MIRAGE RD; SHELL; 12300 W E14050180	J L Johnston	5/3/2014 12:52:35AM	JUVENILE PROB	JUVP	12170 N EL MIRAGE RD; SHELL; 12300 W	2	14
PRIVATE IMPOUND 1							
12170 N EL MIRAGE RD; 12300 W E14100600	D W Wood	10/8/2014 1:55:53PM	PRIVATE IMPOUND	IMPV	12170 N EL MIRAGE RD; 12300 W		14
SHOPLIFTING 10							
12170 N EL MIRAGE RD; 12300 W E14112143	B S Johnson	11/24/2014 10:43:55PM	SHOPLIFTING	TPSH	12170 N EL MIRAGE RD; 12300 W	6	14
12170 N EL MIRAGE RD; SHELL; 12300 W E14050926	J S Jones	5/11/2014 1:14:06AM	SHOPLIFTING	TPSH	12170 N EL MIRAGE RD; SHELL; 12300 W	6	14
E14052326	R T Wirth	5/28/2014 10:38:33PM	SHOPLIFTING	TPSH	12170 N EL MIRAGE RD; SHELL; 12300 W	6	14
E14090426	B S Johnson	9/5/2014 11:38:14PM	SHOPLIFTING	TPSH	12170 N EL MIRAGE RD; SHELL; 12300 W	6	14
E14100801	M E Ecker	10/10/2014 11:34:27PM	SHOPLIFTING	TPSH	12170 N EL MIRAGE RD; SHELL; 12300 W	6	14
E15011638	R T Wirth	1/21/2015 3:36:02AM	SHOPLIFTING	TPSH	12170 N EL MIRAGE RD; SHELL; 12300 W	6	14
E15021188	M E Ecker	2/15/2015 11:20:03PM	SHOPLIFTING	TPSH	12170 N EL MIRAGE RD; SHELL; 12300 W	6	14
E15030492		3/6/2015 8:44:15PM	SHOPLIFTING	TPSH	12170 N EL MIRAGE RD; SHELL; 12300 W	6	14
E15040238	M E Ecker	4/3/2015 10:10:41PM	SHOPLIFTING	TPSH	12170 N EL MIRAGE RD; SHELL; 12300 W	15	14
E15040249	M E Ecker	4/4/2015 12:46:59AM	SHOPLIFTING	TPSH	12170 N EL MIRAGE RD; SHELL; 12300 W	6	14
SUSPICIOUS PERS 3							
12170 N EL MIRAGE RD; 12300 W E14072520	J L Johnston	7/28/2014 9:26:52PM	SUSPICIOUS PERS	PSC	12170 N EL MIRAGE RD; 12300 W	2	14
12170 N EL MIRAGE RD; SHELL; 12300 W E14072514	S Braswell	7/28/2014 8:09:48PM	SUSPICIOUS PERS	PSC	12170 N EL MIRAGE RD; SHELL; 12300 W	7	14
E14081039	R T Wirth	8/13/2014 1:06:00AM	SUSPICIOUS PERS	PSC	12170 N EL MIRAGE RD; SHELL; 12300 W	2	14
SUSPICIOUS VEHI 3							
12170 N EL MIRAGE RD; SHELL; 12300 W E14111782	S Braswell	11/19/2014 9:50:06PM	SUSPICIOUS VEHI	PSC	12170 N EL MIRAGE RD; SHELL; 12300 W	3	14
E15010142	D A Swingle	1/2/2015 9:28:36PM	SUSPICIOUS VEHI	PSC	12170 N EL MIRAGE RD; SHELL; 12300 W	2	14
E15012050	C D Cormier	1/26/2015 5:07:23PM	SUSPICIOUS VEHI	PSC	12170 N EL MIRAGE RD; SHELL; 12300 W	2	14



El Mirage Police Department
Calls for Service to 12170 N El Mirage Rd
04/01/2014 to 04/06/2015

<u>INCIDENT</u>	<u>OFFICER</u>	<u>REPORT DATE / TIME</u>	<u>NATURE</u>	<u>OFF CODE</u>	<u>ADDRESS</u>	<u>DISPO</u>	<u>BEAT</u>
THEFT		3					
12170 N EL MIRAGE RD; 12300 W		8/19/2014 10:54:39PM	THEFT	TPOT	12170 N EL MIRAGE RD; 12300 W	2	14
E14081575 R T Wirth							
12170 N EL MIRAGE RD; SHELL; 12300 W							
E14091462 D A Swingle		9/17/2014 7:47:20PM	THEFT	TPOT	12170 N EL MIRAGE RD; SHELL; 12300 W	6	14
E14101772 H D Karner		10/22/2014 7:39:00AM	THEFT	TPOT	12170 N EL MIRAGE RD; SHELL; 12300 W	6	14
TRESPASSING		5					
12170 N EL MIRAGE RD; 12300 W		11/26/2014 4:46:37PM	TRESPASSING	TRES	12170 N EL MIRAGE RD; 12300 W	2	14
E14112272 J A Kacer							
12170 N EL MIRAGE RD; SHELL; 12300 W							
E14080444 C D Strander		8/6/2014 9:46:26AM	TRESPASSING	TRES	12170 N EL MIRAGE RD; SHELL; 12300 W	14	14
E14110465 R R Chairez		11/5/2014 9:02:47AM	TRESPASSING	TRES	12170 N EL MIRAGE RD; SHELL; 12300 W	2	14
E14111142 C D Strander		11/12/2014 8:29:18AM	TRESPASSING	TRES	12170 N EL MIRAGE RD; SHELL; 12300 W	2	14
E14111996 D M Jones		11/22/2014 7:23:11PM	TRESPASSING	TRES	12170 N EL MIRAGE RD; SHELL; 12300 W	3	14
UNWANTED GUEST		3					
12170 N EL MIRAGE RD; SHELL; 12300 W		5/7/2014 6:17:25PM	UNWANTED GUEST	INFO	12170 N EL MIRAGE RD; SHELL; 12300 W	3	14
E14050591 A J Vanderwerf							
E14051676 M C Williams		5/21/2014 10:40:20AM	UNWANTED GUEST	INFO	12170 N EL MIRAGE RD; SHELL; 12300 W	6	14
E15032270 R R Chairez		3/31/2015 2:26:09PM	UNWANTED GUEST	INFO	12170 N EL MIRAGE RD; SHELL; 12300 W	14	14
VAGRANCY		1					
12170 N EL MIRAGE RD; SHELL; 12300 W		12/9/2014 7:51:33PM	VAGRANCY		12170 N EL MIRAGE RD; SHELL; 12300 W	2	14
E14120648 R T Wirth							
WARRANT ARREST		1					
12170 N EL MIRAGE RD; SHELL; 12300 W		2/15/2015 4:18:24PM	WARRANT ARREST	WARR	12170 N EL MIRAGE RD; SHELL; 12300 W	1	14
E15021167 J L Johnston							
WELFARE CHECK		3					
12170 N EL MIRAGE RD; SHELL; 12300 W							



El Mirage Police Department
Calls for Service to 12170 N El Mirage Rd
04/01/2014 to 04/06/2015

<u>INCIDENT</u>	<u>OFFICER</u>	<u>REPORT DATE / TIME</u>	<u>NATURE</u>	<u>OFF CODE</u>	<u>ADDRESS</u>	<u>DISPO</u>	<u>BEAT</u>
E14070397	R T Stephenson	7/6/2014 1:32:33PM	WELFARE CHECK	WELF	12170 N EL MIRAGE RD; SHELL; 12300 W	2	14
E15031948	N C Brice	3/27/2015 8:25:29AM	WELFARE CHECK	WELF	12170 N EL MIRAGE RD; SHELL; 12300 W	10	14
12170 N EL MIRAGE RD; SHELL; SIDEWALK JNO							
E14041059	M E Ecker	4/12/2014 8:33:00PM	WELFARE CHECK	WELF	12170 N EL MIRAGE RD; SHELL; SIDEWALK JNO	2	14

TOTAL CALLS 44