

**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 – MONDAY, August 10, 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

P1. Presentation of Oath of Office to re-appointed Planning & Zoning Commissioner Justin McCarty for the two-year term ending June 30, 2017. (Clerk)

IV. 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.

V. 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, July 7, 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)
3. Consideration and action to approve Ordinance O15-08-07 adopting Codification Supplement S-6 from American Legal Publishing Corporation to bring City/Zoning Codes current through Council actions taken as of February, 2015. (City Clerk)
4. Consideration and action to approve a Memorandum of Understanding (MOU) with Arizona Department of Revenue (DOR) setting forth fees imposed and performance measures to promote the timely efficient and accurate processing of municipal tax matters. (Finance)
5. Consideration and action to approve an amended and Restated Transit Services Intergovernmental Agreement (IGA) between the City and the Regional Public Transportation Authority (RPTA) for Dial-a-Ride services. (Finance)
6. Consideration and action to approve Resolution R15-08-14 to temporarily suspend City Code § 130.01 to allow alcoholic beverages to be served and consumed at specific City of El Mirage Special Events for the 2015/2016 event season. (Administration)

VI. REGULAR AGENDA

- A. Consideration and action to adopt a notice of intent to adjust the City's fee schedule to reflect fees required through the IGA (Intergovernmental Agreement) with the Office of Manufactured Housing (OMH) not sooner than 60 days from the date of posting the notice pursuant to A.R.S. §9-499.15. (Building)
- B. Consideration and action to fund one (1) additional Maintenance Worker I – Right-of-Way and Street Beautification Specialist position to assist in the citywide community appearance efforts. (Public Works)
- C. Public hearing, closure of public hearing, followed by Council's consideration and action to accept a final plat, dedication of right-of-way and easement for the Family Dollar Store site at 12101 W. Thunderbird Road contingent on final project completion and acceptance of the project by the City Manager. (Development & Community Services)
- D. Public hearing, closure of public hearing, followed by consideration and action to approve a major site plan amendment for Southwest Steel Fabrications located at 10211 N. El Mirage Road. (Development & Community Services)

VII. 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.

VIII. 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.

IX. 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)

X. 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 AUGUST 10, 2015

I hereby certify that this agenda was posted by 5:00 p.m. on August 7, 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

<p>DATE SUBMITTED: <u>07/30/2015</u></p> <p>DATE ACTION REQUESTED: <u>08/10/2015</u></p> <p><u>X</u> REGULAR ___ CONSENT</p>	<p>TYPE OF ACTION:</p> <p>___ RESOLUTION # _____</p> <p>___ ORDINANCE # _____</p> <p><u>X</u> OTHER: Oath of Office</p>	<p>SUBJECT: Swearing in and presentation of Oath of Office to re-appointed Planning & Zoning Commissioner Justin McCarty for the two-year term ending June 30, 2017.</p>
---	--	---

<p>TO: Mayor and Council</p>
<p>FROM: Sharon Antes, City Clerk <i>SA</i></p>
<p>RECOMMENDATION: Presentation Only</p>
<p>PROPOSED MOTION: N/A</p>

DISCUSSION: Planning & Zoning Commissioner Justin McCarty was re-appointed by Council action to a two-year term ending June 30, 2017 at the July 7, 2015 Council meeting. He was unable to attend the July Council meeting so will be sworn in and given his Oath of Office at this Council Meeting.

FISCAL IMPACT: N/A

DEPARTMENT LINE ITEM ACCOUNT: N/A

BALANCE IN LINE ITEM IF APPROVED: N/A

Finance Director:

Robert Nilles
Robert Nilles

8/4/15
Date

Approved as to form:

Robert M. Hall
Robert M. Hall, City Attorney

8/6/15
Date

City Manager:

Dr. Speneer A. Isom
Dr. Speneer A. Isom

8/6/15
Date

REQUEST FOR COUNCIL ACTION

DATE SUBMITTED: <u>07/27/2015</u> DATE ACTION REQUESTED: <u>08/10/2015</u> <input type="checkbox"/> REGULAR <input checked="" type="checkbox"/> CONSENT	TYPE OF ACTION: <input type="checkbox"/> RESOLUTION # _____ <input type="checkbox"/> ORDINANCE # _____ <input checked="" type="checkbox"/> OTHER: <u>Approval of Minutes</u>	SUBJECT: Consideration and action to approve minutes of the Regular Council Meeting held Tuesday, July 7, 2015.
---	--	--

TO: Mayor and Council
FROM: Sharon Antes, City Clerk <i>SA</i>
RECOMMENDATION: Approve minutes from the July 7, 2015 Regular Council meeting.
PROPOSED MOTION: I move to approve the minutes of the July 7, 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

8/4/15
Date

Approved as to Form:

Robert M. Hall
Robert M. Hall 8/6/15
Date

City Manager:

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

8/6/15
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, July 7, 2015**

Minutes

I. ROLL CALL

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

II. CALL TO ORDER

Mayor Mook called the meeting to order at 6:00 PM
Pledge of Allegiance; Moment of Silence

III. PROCLAMATION

P1. Proclamation to support Drowning Impact Awareness Month, August, 2015 (Fire)

Fire Chief Jim Wise reported that for the past 12 years, Phoenix Children's Hospital has asked communities throughout Arizona to support August as Drowning Impact Awareness Month. Drowning is the third most common cause of accidental deaths. In 2014, the Arizona Child Fatality Review Program identified 36 children (50% between 1 and 4 years of age) who died from drowning. The most effective interventions to avoid drowning are focused adult supervision, four-sided isolation fencing with self-closing/self-latching gate, and ability to swim by the age of 8.

Mayor Mook proclaimed "NOW, THEREFORE, the City of El Mirage proclaims and recognizes August 1 through 31, 2015 as DROWNING IMPACT AWARENESS MONTH in the City of El Mirage."

IV. PRESENTATION

PR1. Presentation by Arizona SciTech Festival, who has partnered with the City of El Mirage, for the next Public Safety/Youth Day Special Event to promote science and technology. (Administration)

Special Events Coordinator Jeffrey Anderson reported the next Youth Day event will be January 23rd and will be recreational as well as educational. The Arizona SciTech group attends events to encourage youth interest in science and technology.

Mr. Anderson then introduced Dr. Jeremy Babendure of the Arizona SciTech Festival. Dr. Babendure explained the festival is a series of statewide science related events held February through March. They are focused on STEM (science, technology, education and math) education and he reported there are 700+ collaborators, 380,000 estimated

attendees in 51 Arizona cities and towns with 400+ venues, 1,000+ events statewide and 98% visitor satisfaction. He pointed out there is science everywhere and the main purpose is to encourage students' involvement in STEM and empower communities through rural community festivals. Buckeye, Goodyear and El Mirage are currently partnering in the West Valley.

Councilor Delgado commented he believes this partnership will be great for El Mirage youth.

Vice Mayor Ramirez asked what could be done to make STEM a continuous program throughout the year and Mr. Babendure suggested classrooms could do a project that culminates at the festival event. This would be a continuing program that allows the public to see what youth are doing and also empowers youth.

Councilor Jones stated that as a former teacher he believes science enlightens and fascinates youth in these fields of study.

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.

No Public Comments cards were received.

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, June 16, 2015. (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 re-appoint Frank Carnal and Justin McCarty and appoint Martin Crosby to fill the three vacant Planning & Zoning Commission seats for two year terms ending June 30, 2017. (Council)

Vice Mayor Ramirez moved to re-appoint Frank Carnal and Justin McCarty and appoint Martin Crosby to fill the three vacant Planning & Zoning Commission seats for two year terms ending June 30, 2017; seconded by Councilor Palladino. (7/0)

City Clerk Sharon Antes presented the Oath of Office to Frank Carnal and Martin Crosby; Justin McCarty was unable to attend this meeting and his oath will be presented at the next meeting.

- B.** Consideration and action to authorize the purchase of 57 handheld and 6 mobile radios, and related accessories under State Contract #ADSPO13-036880 at a total price not to exceed \$380,000. (Police Department)

Police Chief Steve Campbell explained this item was previously approved by Council by way of the CIP budget approval with the cost spread over a number of years; rapidly changing technology and a buy-back program will allow purchase of all needed radios in this fiscal year rather than over time.

Vice Mayor Ramirez moved to authorize the purchase of 57 handheld and 6 mobile radios, and related accessories under State Contract #ADSPO13-036880 at a total price not to exceed \$380,000; seconded by Councilor Delgado. Motion carried unanimously (7/0).

- C.** Consideration and action to approve Ordinance O15-07-06 adopting the City's property tax levies for Fiscal Year 2015-2016. The primary Property Tax Levy is \$1,654,937 and the Secondary Property Tax Levy is \$2,030,000. The total levies for FY 2015-2016 are \$3,684,937. The total estimated combined property tax rate is \$3.844. (Finance)

Finance Director Robert Nilles stated that adopting the property tax levies is the last step in Council's fiscal responsibilities for FY 2015-2016. He showed graphs comparing El Mirage to other cities indicating El Mirage has the fifth lowest primary tax per capita and the fourth lowest secondary tax per capita; below the overall average for both tax categories. Mr. Nilles provided a slide presentation and handout to explain that the 2015 primary tax rate is \$1.73 on a value of \$95,862.819 which is a 0.94% increase over the 2014 rate. He further showed that the 2015 secondary tax rate is \$2.12 on a value of \$134,160,690 which is a 23.07% increase over the 2014 rate resulting from new state legislation that significantly changed the way property values are determined. Had there not been the new legislation and resulting increased calculations, the 2015 value would have been a 12.06% decrease from the 2014 rate. The new legislation results in differing tax bills for homeowners with the same home model because of the year the home was built, the homeowner age and income.

Mayor Mook requested that Mr. Nilles clearly convey to homeowners through graphs and charts, an explanation of the primary and secondary taxes in El Mirage in the next newsletter.

City Manager Dr. Spencer Isom thanked Mr. Nilles for doing such a good job explaining a very complex subject.

Vice Mayor Ramirez moved to approve Ordinance O15-07-06 adopting the City's property tax levies for Fiscal Year 2015-2016. The primary Property Tax Levy is \$1,654,937 and the Secondary Property Tax Levy is \$2,030,000; seconded by Councilor Shapera. Motion carried unanimously (7/0).

- D.** Consideration and action to give signature authority to the City Manager to enter into a professional services contract with Hayden Building Corp to provide design assistance for the new City Hall (Project No. EM15-F01) in an amount not to exceed \$56,411.00. (Development & Community Services)

Community Development Director/City Engineer Jorge Gastelum reported the selection process began in April with publication of the project and was followed by the acceptance of seven Statements of Qualifications of which the Selection Review Committee shortlisted to four top companies. Shortlist interviews were conducted in June and Haydon Building Corp was recommended for selection. The selection process complies with Arizona State Revised Statutes and is the same process that was followed for the CMAR selection for the Police Station and Recreation Facility with Pool (YMCA). Engineering negotiated Haydon Building Corp's scope of work and fee proposal in the amount not to exceed \$56,411 including Programming, Schematic Design, Design Development, Construction Documents and Other Expenses. Mr. Gastelum then introduced Mr. James Crean, Director of Business Development with Haydon Building Corporation.

Vice Mayor Ramirez moved to give signature authority to the City Manager to enter into a professional services contract with Hayden Building Corp to provide design assistance for the new City Hall in an amount not to exceed \$56,411.00; seconded by Councilor Delgado. Motion carried unanimously (7/0).

- E.** Consideration and action to give signature authority to the City Manager to enter into a construction contract with Sunland Asphalt to reconstruct El Mirage Road from Gateway Park to Cactus Road in the total amount of, including 10% contingency, not to exceed \$7,003,414.00. (Development & Community Services)

Community Development Director/City Engineer Jorge Gastelum reported that after four years of preparation for the El Mirage Road project, the first of six construction phases has been reached. The first phase of construction will be on El Mirage Road from Gateway Park to Cactus Road; he then displayed a map of the area included. Mr. Gastelum explained the various bid options with varying types of construction received for this bid. The Base Bid from Sunland Asphalt with a base bid of \$6,366,739.80, plus a 10% contingency, was determined to be the successful bidder. The bid is for hot mix asphalt pavement with a design life of 20 years. Mr. Gastelum introduced Mr. Mark Soyster from Sunland Asphalt to answer any questions.

Councilor Delgado asked if there would be a layer of rubberized asphalt and Mr. Gastelum said there would be 1 ½ inches of rubberized base and 3 ½ inches of asphalt. Councilor Delgado asked what would be the percentage of rubber. Councilor Delgado asked if it would be a boulevard style street and Mr. Gastelum reported yes, it will include a median with trees in the center. Vice Mayor Ramirez stated he was told the industry standards determine the percentage of rubber to asphalt. Mr. Gastelum stated he will get the percentage for Vice Mayor Ramirez and Councilor Delgado. Councilor Delgado stated that the Durango Curve is 17-25% and it has stood up very well.

Vice Mayor Ramirez moved to give signature authority to the City Manager to enter into a construction contract with Sunland Asphalt to reconstruct El Mirage Road from Gateway Park to Cactus Road in the total amount, including 10% contingency, of not to exceed \$7,003,414.00; 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 requested Deputy City Manager Larry Dobrosky report on the accomplishments of the Public Works department. Since mid-June buildings in Gateway and Gentry Parks have been repainted. Areas identified in Gateway, Gentry and Basin Parks with dead trees/plants have been replaced. The Gateway field is currently closed for restoration. The Customer Service building has been renovated on the outside with paint and new landscaping. The playground equipment previously approved by Council has been ordered and replacement is scheduled to begin this week and continue through thru mid-August. Cameras have also been added for security. Vandalism has dropped because of security and the Police Department's efforts. Solar lights are being added to the four pocket parks for added safety. Stop bars have been re-painted on streets. The brick sealing at the Fire Station will be done as soon as weather permits. The Pavement Preservation Plan is underway. Parks and facilities maintenance are being divided into in various sections to achieve better performance control; bids will be going out July 16th. The bids will be due August 14th and will be brought before Council in September. Two vacant areas on Cactus Road, east of El Mirage Road, will be landscaped to be consistent with other planters on Cactus Road nearest El Mirage Road.

Dr. Isom summarized by recognizing the dedicated staff supporting Mr. Dobrosky and the City. The Cactus median suggestion came from a citizen through the Council and the follow up action demonstrates the City's accessibility.

Dr. Isom reported this Council's fifth budget has been completed tonight and consists of a fully funded comprehensive Capital Improvements Plan. Another significant purchase for Public Safety is the tools to assist them in the performance of their jobs. Yesterday the Police Department swore in two new Police Officers. The hiring of the CMAR for the City Hall project provides the results residents voted for to improve the quality of life in this community. Approval of El Mirage improvements will provide amenities for new business and residents. He recognized the City's Special Events Coordinator Jeffrey

Anderson for bringing an abundance of energy to organize and improve community events. New Planning & Zoning Commissioners were given the Oath of Office tonight and he is proud they are going to be a part of the community. Public Works has shown just a part of the services they provide. He takes his hat off to Council, staff and members of the community for their support.

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 Shapera attended the recent Police Department Ceremony and was honored to be there.

Councilor Delgado reported the CDBG Sidewalk project is complete and it will be a great improvement to the area.

Vice Mayor Ramirez is pleased with the starting phase for El Mirage Road and commented on the efficiency of the initial prep phase.

Mayor Mook stated the City has spent a lot of money tonight but she is very happy to see how staff has implemented Council’s policies on behalf of the citizens. Council sets policies but staff accomplishes those policies.

X. ADJOURNMENT

The meeting was adjourned at 7:15 PM.

Lana Mook, Mayor

ATTEST:

Sharon Antes, City Clerk

I hereby certify the aforementioned minutes are a true and accurate record of the Regular El Mirage Council held on July 7, 2015 and a quorum was present.

Sharon Antes

Sharon Antes, City Clerk

REQUEST FOR COUNCIL ACTION

DATE SUBMITTED: <u>07/08/2015</u> DATE ACTION REQUESTED: <u>08/10/2015</u> <input type="checkbox"/> REGULAR <input checked="" type="checkbox"/> CONSENT <input type="checkbox"/> WORK STUDY <input type="checkbox"/> SPECIAL	TYPE OF ACTION: <input type="checkbox"/> RESOLUTION # _____ <input type="checkbox"/> ORDINANCE # _____ <input checked="" type="checkbox"/> OTHER: Destruction of Records	SUBJECT: 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.
---	---	---

TO: Mayor and Council
FROM: Sharon Antes, City Clerk 
RECOMMENDATION: Approval to maintain Records Management as set by the State of Arizona.
PROPOSED MOTION: I make a motion to approve the destruction of municipal documents as authorized under A.R.S. §41-151.19.
ATTACHMENTS: Certificates of Records Destruction

DISCUSSION: The State of Arizona and the City of El Mirage have determined retention schedules for public records and destruction of those records not meant to be kept indefinitely. Orderly destruction of public records pursuant to the laws of the State of Arizona and the City of El Mirage will provide more space for permanent records in the Clerk's Office and keep the City compliant with state law.

FISCAL IMPACT: \$50.00 (estimated)

DEPARTMENT LINE ITEM ACCOUNT: 10-490-313

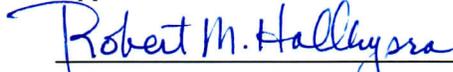
BALANCE IN LINE ITEM IF APPROVED: \$1950.00

Finance Director:


Robert Nilles

8/4/15
Date

Approved as to form:


Robert M. Hall, City Attorney

8/4/15
Date

City Manager:


Dr. Spencer A. Isom

8/6/15
Date



ARCHIVES AND RECORDS MANAGEMENT

CERTIFICATE OF RECORDS DESTRUCTION

As authorized under ARS §41-151.19, ...A report of records destruction that includes a list of all records disposed of shall be filed at least annually with the state library on a form prescribed by the state library.

Failure to comply with these procedures is a violation of ARS §41-151.19.

Public Body City of El Mirage **Division** Administration

Department City Clerk **Office/Unit** _____

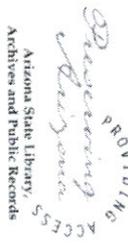
Record Series Title as Stated on Approved Schedule	Schedule Number or Date	Item #	Records Start Date	Records End Date	Format: Paper, Digital, Microfilm	# of Files, Boxes, Reels, Electronic File Size
Unsuccessful Bid - AMI Water Metering System	10.20.2000	3	6.20.2013	6.20.2013	Paper	1 File
CMX Professional Services Contract/Heritage Park	10.10.2001	16	8.22.2008	6.30.2009	Paper	1 File
Marricopa Co. Special Transportation Svcs.	10.10.2001	16	7.1.2008	6.30.2009	Paper	1 File
Unsuccessful bids - Traffic Signal Maintenance	10.20.2000	3	3.26.2013	3.26.2013	Paper	1 File
Low Mountain Construction/Heritage Park Phase 1	10.10.2001	16	5.20.2008	6.30.2009	Paper	1 File
Marricopa Co. Community College/MOU/GED Classes	10.10.2001	16	9.1.2008	6.30.2009	Paper	1 File
McKenna-Duty Enterprises, Inc. PSC/Plan Reviews	10.10.2001	16	7.18.2008	6.30.2009	Paper	1 File
Area Agency Contract	10.10.2001	16	7.1.2004	6.30.2005	Paper	1 File
CDD Neighborhood Services - 2002 Home Project/Rehab	10.10.2001	16	7.1.2002	6.30.2005	Paper	1 File
Wood, Patel & Assoc. PSC/Design 121 Ave.	10.10.2001	16	3.5.2009	7.31.2009	Paper	1 File
Unsuccessful Recall Petition Against Adam Super	10.10.2001	30	7.29.2008	7.29.2008	Paper	1 File

Name (type or print): Sharon Antes	Title: Records Officer or Designee (type or print): City Clerk	Phone : 623-876-2943
Signature:	E-Mail: santes@cityofelmirage.org	Date: 10-Aug-15

RECORDS MANAGEMENT CENTER



**ARIZONA STATE
LIBRARY, ARCHIVES AND PUBLIC RECORDS**
A DIVISION OF THE ARIZONA SECRETARY OF STATE
Joan Clark, State Librarian & Director



ARCHIVES AND RECORDS MANAGEMENT

CERTIFICATE OF RECORDS DESTRUCTION

As authorized under ARS §41-151.19, ...A report of records destruction that includes a list of all records disposed of shall be filed at least annually with the state library on a form prescribed by the state library.

Failure to comply with these procedures is a violation of ARS §41-151.19.

Public Body City of El Mirage

Division

Administration

Department City Clerk

Office/Unit

Record Series Title as Stated on Approved Schedule	Schedule Number or Date	Item #	Records Start Date	Records End Date	Format: Paper, Digital, Microfilm	# of Files, Boxes, Reels, Electronic File Size
Maricopa Co. Subrecipient Contract	10.10.2001	16	6.26.1995	6.30.2000	Paper	1 File
CDAC Advisory Council Appts.	10.20.2001	16	7.1.1995	6.30.1997	Paper	1 File
Metro Consulting - Rehab/construction services	10.20.2001	16	7.10.1997	7.10.1998	Paper	1 File
HOME Subrecipient Program	10.20.2001	16	7.26.1996	6.30.2001	Paper	1 File
Metro Consulting - Rehab/construction services	10.20.2001	16	7.1.1996	6.30.1997	Paper	1 File
Maricopa Co. Lease/Maricopa Co. Human Resources	10.10.2001	16	7.1.1990	6.30.1991	Paper	1 File
Maricopa Co. Vehicle Lease Agreement	10.10.2001	16	3.21.1988	3.20.1989	Paper	1 File
Maricopa Co. Summer Youth Program	10.10.2001	16	7.21.1997	9.30.1997	Paper	1 File
Maricopa Co. Community Action Program IGA	10.10.2001	16	7.1.1998	6.30.1999	Paper	1 File
Maricopa Co. Subrecipient Contract	10.10.2001	16	7.1.1998	6.30.3003	Paper	1 File
Home Program & HTF Agreement	10.10.2001	16	1.21.1998	6.30.1999	Paper	1 File

Name (type or print): Sharon Antes	Title: Records Officer or Designee (type or print): City Clerk	Phone : 623-876-2943
Signature:	E-Mail: santes@cityofelmirage.org	Date: 10-Aug-15

RECORDS MANAGEMENT CENTER

1919 West Jefferson Street • Phoenix, Arizona 85009 • Home Page: <http://www.azlibrary.gov/records>

Phone: (602) 926-3815 • FAX: (602) 256-2838 • E-Mail: records@azlibrary.gov



**ARIZONA STATE
LIBRARY, ARCHIVES AND PUBLIC RECORDS**
A DIVISION OF THE ARIZONA SECRETARY OF STATE
Joan Clark, State Librarian & Director

PROVIDING
ACCESS
Preserving
Arizona
Arizona State Library,
Archives and Public Records

ARCHIVES AND RECORDS MANAGEMENT

Page 3 of 12

CERTIFICATE OF RECORDS DESTRUCTION

As authorized under ARS §41-151.19, ...A report of records destruction that includes a list of all records disposed of shall be filed at least annually with the state library on a form prescribed by the state library.

Failure to comply with these procedures is a violation of ARS §41-151.19.

Public Body City of El Mirage

Division

Administration

Department City Clerk

Office/Unit

Record Series Title as Stated on Approved Schedule	Schedule Number or Date	Item #	Records Start Date	Records End Date	Format: Paper, Digital, Microfilm	# of Files, Boxes, Reels, Electronic File Size
CDBG Finalization of Fire Station Project	10.10.2001	16	9.10.1997	9.29.1997	Paper	1 File
HOME/HTF Application for 1996-1997	10.10.2001	16	7.1.1996	6.30.1997	Paper	1 File
AZ Dept. of Commerce Office of Housing Dev. Trust Fund	10.10.2001	16	5.9.1997	6.30.1998	Paper	1 File
Maricopa Co. Transportation Services IGA	10.10.2001	16	7.1.1999	6.30.2000	Paper	1 File
Maricopa Co. Summer Youth Training Program IGA	10.10.2001	16	7.15.1998	9.30.1998	Paper	1 File
Maricopa Co. Library District Lease Agreements	10.10.2001	16	3.24.1988	6.30.2000	Paper	1 File
Maricopa Co. Library District Lease Agreements	10.10.2001	16	7.1.1997	6.30.1998	Paper	1 File
CDBG Management Imp. Agreement/EM Well Improve.	10.10.2001	16	7.1.1988	6.30.1989	Paper	1 File
CDBG Final Project Summary T-Bird Road Paving	10.10.2001	16	1.1.1995	12.31.1995	Paper	1 File
Maricopa Co. Sheriff's Office - Gang Task Force	10.10.2001	16	7.1.1998	6.30.1999	Paper	1 File
Maricopa Co. Sheriff's Office - Gang Task Force	10.10.2001	16	1.1.1997	12.31.1997	Paper	1 File

Name (type or print):

Title: **Records Officer or Designee** (type or print):

Phone :

Sharon Antes

City Clerk

623-876-2943

Signature:

E-Mail:

Date:

santes@cityofelmirage.org

10-Aug-15

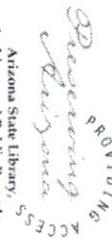
RECORDS MANAGEMENT CENTER

1919 West Jefferson Street • Phoenix, Arizona 85009 • Home Page: <http://www.azlibrary.gov/records>

Phone: (602) 926-3815 • FAX: (602) 256-2838 • E-Mail: records@azlibrary.gov



**ARIZONA STATE
LIBRARY, ARCHIVES AND PUBLIC RECORDS**
A DIVISION OF THE ARIZONA SECRETARY OF STATE
Joan Clark, State Librarian & Director



CERTIFICATE OF RECORDS DESTRUCTION

As authorized under ARS §41-151.19, ...A report of records destruction that includes a list of all records disposed of shall be filed at least annually with the state library on a form prescribed by the state library.

Failure to comply with these procedures is a violation of ARS §41-151.19.

Public Body City of El Mirage **Division** Administration

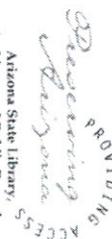
Department City Clerk **Office/Unit** _____

Record Series Title as Stated on Approved Schedule	Schedule Number or Date	Item #	Records Start Date	Records End Date	Format: Paper, Digital, Microfilm	# of Files, Boxes, Reels, Electronic File Size
Mariocopa Co. Recorder for Elections Support	10.01.2001	16	1.23.1992	5.30.1992	Paper	1 File
Mariocopa Co. Animal Control Services	10.01.2001	16	7.1.1994	6.30.1995	Paper	1 File
Mariocopa Co. Narcotics/Gang Task Force	10.01.2001	16	7.1.1998	6.30.1999	Paper	1 File
CDBG El Mirage Water Well Sites Improvement	10.01.2001	16	7.1.1998	6.30.1999	Paper	1 File
AZ Disaster Assistance Agmt/8.14.1996 Emergency	10.01.2001	16	10.15.1996	5.15.1997	Paper	1 File
Cheri L. McCracken, Attorney - Retainer Agreement	10.01.2001	16	3.28.1996	9.15.1996	Paper	1 File
Zytron Microfiche Reader purchase & maintenance agmt.	10.01.2001	16	8.12.1987	8.12.1987	Paper	1 File
Bustamonte & Kuffner, PC/Code Enf/Zoning Prosecutor	10.01.2001	16	8.20.2007	8.19.2008	Paper	1 File
Notice of Claim Closed	4.5.2002	2	3.23.2002	4.2.2003	Paper	1 File
Dept of Justice/Law Enforcement Block Grant			10.1.1996	9.30.1998	Paper	1 File
Valleywide Vending	10.01.2001	16	9.14.1988	9.13.1989	Paper	1 File

Name (type or print): Sharon Antes	Title: Records Officer or Designee (type or print): City Clerk	Phone : 623-876-2943
Signature:	E-Mail: santes@cityofelmirage.org	Date: 10-Aug-15



**ARIZONA STATE
LIBRARY, ARCHIVES AND PUBLIC RECORDS**
A DIVISION OF THE ARIZONA SECRETARY OF STATE
Joan Clark, State Librarian & Director



ARCHIVES AND RECORDS MANAGEMENT

CERTIFICATE OF RECORDS DESTRUCTION

As authorized under ARS §41-151.19, ...A report of records destruction that includes a list of all records disposed of shall be filed at least annually with the state library on a form prescribed by the state library.

Failure to comply with these procedures is a violation of ARS §41-151.19.

Public Body City of El Mirage **Division** Administration

Department City Clerk **Office/Unit** _____

Record Series Title as Stated on Approved Schedule	Schedule Number or Date	Item #	Records Start Date	Records End Date	Format: Paper, Digital, Microfilm	# of Files, Boxes, Reels, Electronic File Size
FY1995 Victims' Rights Assistance Program			7.1.1994	6.30.1995	Paper	1 File
Compromise Agreement/settle/release claims - Jaburg			9.23.1993	9.23.1995	Paper	1 File
Metro Consulting - Housing Rehab Specialist	01.10.2001	16	8.21.1996	8.20.1997	Paper	1 File
Water Improvement Bond 1977-1978 - Paid	01.10.2001	16	7.1.1978	7.1.2000	Paper	1 File
Narcotics/Gang Task Force/ Maricopa Co. IGA	01.10.2001	16	1.1.1998	6.30.1998	Paper	1 File
Western Maricopa Enterprise Zone IGA	01.10.2001	16	4.4.1996	6.30.2001	Paper	1 File
Van Lease Agmt. - Western Sierra Bank	01.10.2001	16	2.10.1997	10.10.1997	Paper	1 File
Jose Solarez - City Manager Professional Services Agmt.	01.10.2001	16	10.14.1998	8.31.1999	Paper	1 File
Southwest Community Resources, Inc./Consulting Svcs.	01.10.2001	16	9.23.1993	9.22.1994	Paper	1 File
AMRRP/Southwest Risk - Financial Assessments	01.10.2001	16	3.31.1993	4.10.1996	Paper	1 File
State Fund Workers Compensation Payments	01.10.2001	16	9.1.1994	4.20.1999	Paper	1 File

Name (type or print): City Clerk **Title: Records Officer or Designee (type or print):** City Clerk **Phone :** 623-876-2943

Signature: _____ **E-Mail:** santes@cityofelmirage.org **Date:** 10-Aug-15

RECORDS MANAGEMENT CENTER



**ARIZONA STATE
LIBRARY, ARCHIVES AND PUBLIC RECORDS**
A DIVISION OF THE ARIZONA SECRETARY OF STATE
Joan Clark, State Librarian & Director

PROVIDING
ACCESS
to
Arizona
Archives and Public Records

ARCHIVES AND RECORDS MANAGEMENT

CERTIFICATE OF RECORDS DESTRUCTION

As authorized under ARS §41-151.19, ...A report of records destruction that includes a list of all records disposed of shall be filed at least annually with the state library on a form prescribed by the state library.

Failure to comply with these procedures is a violation of ARS §41-151.19.

Public Body City of El Mirage

Division Administration

Office/Unit _____

Department City Clerk

Record Series Title as Stated on Approved Schedule	Schedule Number or Date	Item #	Records Start Date	Records End Date	Format: Paper, Digital, Microfilm	# of Files, Boxes, Reels, Electronic File Size
City of Surprise Sales Tax Agmt.	01.10.2001	16	5.1.1984	5.30.1992	Paper	1 File
City of Surprise Jail IGA	01.10.2001	16	12.19.1996	12.18.2000	Paper	1 File
City of Surprise Dial-A-Ride IGA	01.10.2001	16	11.1.1992	6.30.1993	Paper	1 File
TRW Real Estate Information Services	01.10.2001	16	6.23.1988	6.22.1989	Paper	1 File
AZ DES Aging and Adult Admin IGA	01.10.2001	16	7.1.1997	6.30.1998	Paper	1 File
Orkin Subterranean Termite Agreement	01.10.2001	16	10.10.1994	1.10.1997	Paper	1 File
Paramedic Training Grant/AZ Dept. of Commerce	01.10.2001	16	10.1.1997	9.30.1998	Paper	1 File
Agreement to compromise/Settle Claims/Release Claims	01.10.2001	16	8.23.1991	8.23.1991	Paper	1 File
City/Phoenix - Public Transit IGA	01.10.2001	16	7.23.1998	7.22.1999	Paper	1 File
Phoenix fire Dept. Regional Dispatch IGA	01.10.2001	16	7.1.1999	6.30.2000	Paper	1 File
Maricopa Co./EMPPD Narcotics/Gang Task Force	01.10.2001	16	7.1.1994	12.31.1994	Paper	1 File
Name (type or print):		Title: Records Officer or Designee (type or print):			Phone :	
Sharon Antes		City Clerk			623-876-2943	
Signature:		E-Mail:		Date:		
		santes@cityofelmirage.org		10-Aug-15		

RECORDS MANAGEMENT CENTER

1919 West Jefferson Street • Phoenix, Arizona 85009 • Home Page: <http://www.azlibrary.gov/records>

Phone: (602) 926-3815 • FAX: (602) 256-2838 • E-Mail: records@azlibrary.gov



**ARIZONA STATE
LIBRARY, ARCHIVES AND PUBLIC RECORDS**
A DIVISION OF THE ARIZONA SECRETARY OF STATE
Joan Clark, State Librarian & Director

PROVIDING
Preserving
Access
Arizona State Library,
Archives and Public Records

ARCHIVES AND RECORDS MANAGEMENT

CERTIFICATE OF RECORDS DESTRUCTION

As authorized under ARS §41-151.19, ...A report of records destruction that includes a list of all records disposed of shall be filed at least annually with the state library on a form prescribed by the state library.

Failure to comply with these procedures is a violation of ARS §41-151.19.

Public Body City of El Mirage **Division** Administration

Department City Clerk **Office/Unit** _____

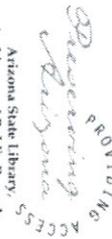
Record Series Title as Stated on Approved Schedule	Schedule Number or Date	Item #	Records Start Date	Records End Date	Format: Paper, Digital, Microfilm	# of Files, Boxes, Reels, Electronic File Size
Phoenix City Public Transit IGA	01.10.2001	16	5.3.1985	11.25.1985	Paper	1 File
First Municipal Leasing Corporation Settlement Letter	01.10.2001	16	8.27.1987	1.26.1989	Paper	1 File
Signature Rosters - 5.20.2003	10.10.2001	33	5.20.2003	5.20.2003	Paper	1 File
Election Packets	10.10.2001	30	1.1.2002	12.31.2005	Paper	7 Files
Arizona Supreme Court IGA - Summer Recreation Program	01.10.2001	16	6.1.1994	8.31.1994	Paper	1 File
Regional Public Transportation Authority/Transit Service	01.10.2001	16	7.1.1997	6.30.1998	Paper	1 File
Federal Assistance Application/Business Enterprise Dev.	01.10.2001	16	10.1.1995	9.30.1996	Paper	1 File
Rivera, Scales & Kizer Professional Services Contract	01.10.2001	16	5.5.1994	1.31.2001	Paper	1 File
A-N West	01.10.2001	16	5.14.1998	5.31.2002	Paper	1 File
State of Arizona IGA/Aqua Fria River Bridge	01.10.2001	16	10.29.1991	6.14.1993	Paper	1 File
ADOT IGA/Butler Drive Improvements	01.10.2001	16	8.6.1998	9.12.1999	Paper	1 File

Name (type or print): Sharon Antes	Title: Records Officer or Designee (type or print): City Clerk	Phone : 623-876-2943
Signature:	E-Mail: santes@cityofelmirage.org	Date: 10-Aug-15

RECORDS MANAGEMENT CENTER



**ARIZONA STATE
LIBRARY, ARCHIVES AND PUBLIC RECORDS**
A DIVISION OF THE ARIZONA SECRETARY OF STATE
Joan Clark, State Librarian & Director



ARCHIVES AND RECORDS MANAGEMENT

CERTIFICATE OF RECORDS DESTRUCTION

As authorized under ARS §41-151.19, ...A report of records destruction that includes a list of all records disposed of shall be filed at least annually with the state library on a form prescribed by the state library.

Failure to comply with these procedures is a violation of ARS §41-151.19.

Public Body City of El Mirage **Division** Administration

Department City Clerk **Office/Unit** _____

Record Series Title as Stated on Approved Schedule	Schedule Number or Date	Item #	Records Start Date	Records End Date	Format: Paper, Digital, Microfilm	# of Files, Boxes, Reels, Electronic File Size
Alrick Press Co., Inc./Lease of belt filter press	01.10.2001	16	4.18.2000	10.18.2000	Paper	1 File
American LaFrance Corp./Fire Engine Sales Contract	01.10.2001	16	2.8.2000	2.8.2000	Paper	1 File
Michael Anderson/Webmaster Independent Contract/Web	01.10.2001	16	5.3.2002	11.1.2002	Paper	1 File
The Worm Smoking Shop/Revoking of Business License	01.10.2001	16	6.14.2001	6.14.2001	Paper	7 Files
Area Agency On Aging/Supplies Purchase Agreement	01.10.2001	16	4.13.1998	4.13.1998	Paper	1 File
Area Agency on Aging/Congregate Meal Program	01.10.2001	16	7.1.1997	6.30.1998	Paper	1 File
Area Agency On Aging/Congregate/Home Delivered Meals	01.10.2001	16	7.1.1997	6.30.1998	Paper	1 File
Area Agency On Aging/Home Delivered Meals	01.10.2001	16	7.1.1998	6.30.1999	Paper	1 File
Area Agency On Aging/Home Delivered Meals	01.10.2001	16	7.1.1997	6.30.1998	Paper	1 File
Area Agency On Aging/Congregate/Home Delivered/Center	01.10.2001	16	7.1.1997	6.30.1998	Paper	1 File
MCDOT/Agua Fria Street Improvements Agreement	01.10.2001	16	8.20.1997	9.21.1998	Paper	1 File
AZ State Land Dept/Cooperative IGA	01.10.2001	16	5.1.1995	5.1.1996	Paper	1 File

Name (type or print): Sharon Antes	Title: Records Officer or Designee (type or print): City Clerk	Phone : 623-876-2943
Signature:	E-Mail: santes@cityofelmirage.org	Date: 10-Aug-15

RECORDS MANAGEMENT CENTER

1919 West Jefferson Street • Phoenix, Arizona 85009 • Home Page: <http://www.azlibrary.gov/records>

Phone: (602) 926-3815 • FAX: (602) 256-2838 • E-Mail: records@azlibrary.gov



**ARIZONA STATE
LIBRARY, ARCHIVES AND PUBLIC RECORDS**
A DIVISION OF THE ARIZONA SECRETARY OF STATE
Joan Clark, State Librarian & Director

PROVIDING
Progressive
ACCESS
Arizona State Library,
Archives and Public Records

ARCHIVES AND RECORDS MANAGEMENT

CERTIFICATE OF RECORDS DESTRUCTION

As authorized under ARS §41-151.19, ...A report of records destruction that includes a list of all records disposed of shall be filed at least annually with the state library on a form prescribed by the state library.

Failure to comply with these procedures is a violation of ARS §41-151.19.

Public Body City of El Mirage

Division Administration

Department City Clerk

Office/Unit

Record Series Title as Stated on Approved Schedule	Schedule Number or Date	Item #	Records Start Date	Records End Date	Format: Paper, Digital, Microfilm	# of Files, Boxes, Reels; Electronic File Size
Governor's Office of Drug Policy IGA	01.10.2001	16	1.12.1995	6.30.1995	Paper	1 File
Governor's Office of Community and Family Programs	01.10.2001	16	7.1.1995	8.31.1995	Paper	1 File
AZ Dept. of Commerce/Police Grant/Traffic Safety	01.10.2001	16	1.1.1999	12.31.1999	Paper	1 File
AZ Dept. of Commerce/Home Program/Housing	01.10.2001	16	7.23.1998	12.31.1999	Paper	7 Files
AZ Dept. of Economic Security/Sr. Com. Service Employ.	01.10.2001	16	8.12.1999	6.30.2000	Paper	1 File
ADOT Reconstruction of US-60 IGA	01.10.2001	16	9.20.1990	8.12.1991	Paper	1 File
AZ Dept. of Revenue/Bingo/Santa Teresita KC Bingo	01.10.2001	16	12.14.1993	12.15.1993	Paper	1 File
ADOT Construction of Frontage Road Sidewalks IGA	01.10.2001	16	9.13.1995	11.11.1996	Paper	1 File
AZ Dept. of Health Services/Defibrillator and Battery Charger	01.10.2001	16	1.13.1995	1.12.2000	Paper	1 File
AZ Dept. of Public Safety/Vehicle Sales Agreement	01.10.2001	16	5.14.1991	5.14.1991	Paper	1 File
John Deere Lease Purchase Plan/Backhog Loader	01.10.2001	16	8.23.1990	9.23.1993	Paper	1 File

Name (type or print): Sharon Antes	Title: Records Officer or Designee (type or print): City Clerk	Phone: 623-876-2943
Signature:	E-Mail: santes@cityofelmirage.org	Date: 10-Aug-15

RECORDS MANAGEMENT CENTER

1919 West Jefferson Street • Phoenix, Arizona 85009 • Home Page: <http://www.azlibrary.gov/records>

Phone: (602) 926-3815 • FAX: (602) 256-2838 • E-Mail: records@azlibrary.gov



**ARIZONA STATE
LIBRARY, ARCHIVES AND PUBLIC RECORDS**
A DIVISION OF THE ARIZONA SECRETARY OF STATE
Joan Clark, State Librarian & Director

PROVIDING
ACCESS
to
Arizona
Archives and Public Records

ARCHIVES AND RECORDS MANAGEMENT

Page 10 of 12

CERTIFICATE OF RECORDS DESTRUCTION

As authorized under ARS §41-151.19, ...A report of records destruction that includes a list of all records disposed of shall be filed at least annually with the state library on a form prescribed by the state library.

Failure to comply with these procedures is a violation of ARS §41-151.19.

Public Body City of El Mirage

Division Administration

Department City Clerk

Office/Unit _____

Record Series Title as Stated on Approved Schedule	Schedule Number or Date	Item #	Records Start Date	Records End Date	Format: Paper, Digital, Microfilm	# of Files, Boxes, Reels, Electronic File Size
Arizona Central Credit Union Agreement/Payroll	01.10.2001	16	9.25.1979	9.24.1984	Paper	1 File
AZ Dept. of Environmental Quality/Dial-A-Ride Improve.	01.10.2001	16	3.2.1989	9.2.1989	Paper	1 File
AZ Dept. of Commerce/Home & Housing Programs	01.10.2001	16	7.23.1998	12.31.1999	Paper	1 File
AZ Dept. of Commerce/Home & Housing Programs	01.10.2001	16	6.3.1997	12.31.1998	Paper	7 Files
AZ Dept. of Building and Fire Safety/Uniform Codes	01.10.2001	16	10.7.1991	10.6.1996	Paper	1 File
AZ Dept. of Public Safety/GITEM Program	01.10.2001	16	5.14.1998	5.13.1999	Paper	1 File
AZ Dept. of Public Safety/GITEM Program	01.10.2001	16	7.8.1990	9.14.1990	Paper	1 File
State-Local Disaster Assistance Agreement	01.10.2001	16	5.11.1995	5.10.1996	Paper	1 File
AZ State Parks/Surprise School Regional Recreation Project	01.10.2001	16	8.19.1993	8.18.1994	Paper	1 File
Air Quality Analysis Laboratory/Fire Dept. Compressed Air	01.10.2001	16	6.9.1998	6.8.1999	Paper	1 File
AZ Dept. of Public Safety/GITEM Program	01.10.2001	16	10.1.1998	1/10/1900	Paper	1 File
Governor's Office if Highway Safety/Paramedic Training	01.10.2001	16				

Name (type or print): Sharon Antes	Title: Records Officer or Designee (type or print): City Clerk	Phone : 623-876-2943
Signature:	E-Mail: santes@cityofelmirage.org	Date: 10-Aug-15

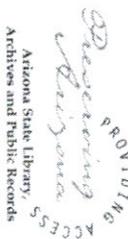
RECORDS MANAGEMENT CENTER

1919 West Jefferson Street • Phoenix, Arizona 85009 • Home Page: <http://www.azlibrary.gov/records>

Phone: (602) 926-3815 • FAX: (602) 256-2838 • E-Mail: records@azlibrary.gov



**ARIZONA STATE
LIBRARY, ARCHIVES AND PUBLIC RECORDS**
A DIVISION OF THE ARIZONA SECRETARY OF STATE
Joan Clark, State Librarian & Director



ARCHIVES AND RECORDS MANAGEMENT

Page 11 of 12

CERTIFICATE OF RECORDS DESTRUCTION

As authorized under ARS §41-151.19, ...A report of records destruction that includes a list of all records disposed of shall be filed at least annually with the state library on a form prescribed by the state library.

Failure to comply with these procedures is a violation of ARS §41-151.19.

Public Body City of El Mirage

Division Administration

Office/Unit _____

Department City Clerk

Record Series Title as Stated on Approved Schedule	Schedule Number or Date	Item #	Records Start Date	Records End Date	Format: Paper, Digital, Microfilm	# of Files, Boxes, Reels, Electronic File Size
ISO Commercial Risk Svcs, Inc/Hydrant Flow Evaluation	01.10.2001	16	11.13.1989	3.15.1990	Paper	1 File
Maricopa Co. CDBG Program IGA	01.10.2001	16	7.1.2000	6.30.2003	Paper	1 File
MCDOT/City of Surprise/Design Dysart Rd/Cactus/Greenway	01.10.2001	16	3.20.1998	6.21.1998	Paper	1 File
Maricopa Co Community Development/Homeowners Pro	01.10.2001	16	7.1.1999	6.30.2000	Paper	1 File
Maricopa Co. Highway Dept/Road Improvements	01.10.2001	16	8.5.1991	11.5.1992	Paper	1 File
Metro Mobile CTS of Phoenix, Inc/Land Lease Agreement	01.10.2001	16	10.25.1993	10.24.2008	Paper	1 File
A-N West, Inc/Design Svcs water system improvements	01.10.2001	16	6.11.1998	9.9.1998	Paper	1 File
Maricopa Co IGA/Aqua Fria St Improvement Phase II	01.10.2001	16	12.1.1996	6.30.1997	Paper	1 File
Judge Robert T. Franklin Resignation	01.10.2001	16	9.26.2001	9.26.2001	Paper	1 File
US Environmental Protection Agency/Settlement Agrmt	01.10.2001	16	8.27.1993	8.28.1997	Paper	1 File

Name (type or print): Sharon Antes	Title: Records Officer or Designee (type or print): City Clerk	Phone : 623-876-2943
Signature:	E-Mail: santes@cityofelmirage.org	Date: 10-Aug-15

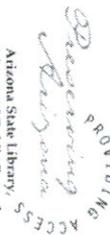
RECORDS MANAGEMENT CENTER

1919 West Jefferson Street • Phoenix, Arizona 85009 • Home Page: <http://www.azlibrary.gov/records>

Phone: (602) 926-3815 • FAX: (602) 256-2838 • E-Mail: records@azlibrary.gov



**ARIZONA STATE
LIBRARY, ARCHIVES AND PUBLIC RECORDS**
A DIVISION OF THE ARIZONA SECRETARY OF STATE
Jean Clark, State Librarian & Director



ARCHIVES AND RECORDS MANAGEMENT

CERTIFICATE OF RECORDS DESTRUCTION

As authorized under ARS §41-151.19, ...A report of records destruction that includes a list of all records disposed of shall be filed at least annually with the state library on a form prescribed by the state library.

Failure to comply with these procedures is a violation of ARS §41-151.19.

Public Body City of El Mirage

Division Administration

Office/Unit _____

Department City Clerk

Record Series Title as Stated on Approved Schedule	Schedule Number or Date	Item #	Records Start Date	Records End Date	Format: Paper, Digital, Microfilm	# of Files, Boxes, Reels, Electronic File Size
AZ State Parks/El Mirage Parks Renovations	01.10.2001	16	1.10.1989	6.30.1993	Paper	1 File
AZ St. Library, Archives/Library Construction \$25,000	01.10.2001	16	7.1.1988	6.30.1989	Paper	1 File
ADWR/Stipulation and Consent Order	01.10.2001	16	9.10.1992	9.10.1992	Paper	1 File
Walter O. Boswell Hospital/Base Station Agreement	01.10.2001	16	5.31.1992	5.30.1997	Paper	1 File
Best Buy House Account Agreement	01.10.2001	16	3.16.1995	3.15.1997	Paper	1 File
City Manager Settlement Agreement	01.10.2001	16	2.14.2003	2.14.2003	Paper	1 File
US Bureau of Alcohol, Tobacco & Firearms IGA	01.10.2001	16	5.1.1993	4.31.1994	Paper	1 File
CalMat of Arizona Contract/Access to Grand Ave.	01.10.2001	16	7.14.1992	4.30.1996	Paper	1 File
CH2M Hill/Pre-Design of W/WTP expansion projecty	01.10.2001	16	2.8.2000	3.15.2000	Paper	1 File
Mariocopa Co Human Services Dept./Summer Youth Progra	01.10.2001	16	7.3.1996	9.30.1996	Paper	1 File
AZ Dept. of Commerce/Housing Development IGA	01.10.2001	16	6.8.1994	7.31.1995	Paper	1 File
Name (type or print): Sharon Antes		Title: Records Officer or Designee (type or print): City Clerk		Phone : 623-876-2943		
Signature:		E-Mail: santes@cityofelmirage.org		Date: 10-Aug-15		

RECORDS MANAGEMENT CENTER

1919 West Jefferson Street • Phoenix, Arizona 85009 • Home Page: <http://www.azlibrary.gov/records>

Phone: (602) 926-3815 • FAX: (602) 256-2838 • E-Mail: records@azlibrary.gov

REQUEST FOR COUNCIL ACTION

<p>DATE SUBMITTED: 07/30/2015</p> <p>DATE ACTION REQUESTED: 08/10/2015</p> <p><input type="checkbox"/> REGULAR <input checked="" type="checkbox"/> CONSENT</p>	<p>TYPE OF ACTION:</p> <p>RESOLUTION # _____</p> <p><input checked="" type="checkbox"/> ORDINANCE # <u>015-08-07</u></p> <p>OTHER: _____</p>	<p>SUBJECT: Consideration and action to approve Ordinance O15-08-07 adopting supplement six to the Code of Ordinances for the City of El Mirage, Arizona and declaring an emergency.</p>
--	---	---

<p>TO: Mayor and Council</p>
<p>FROM: Sharon Antes, City Clerk <i>ma</i></p>
<p>RECOMMENDATION: Approval</p>
<p>PROPOSED MOTION: I move to approve Ordinance O15-08-07 as presented.</p>
<p>ATTACHMENT: Ordinance O15-08-07</p>

DISCUSSION: City ordinances enacted by Council are periodically submitted to American Legal Publishing Corporation for codification in the bound two-volume code book sets distributed to various departments, Councilmembers and Planning & Zoning Commissioners, and the on-line searchable version of the City Code available on the City's website. This is the sixth supplement since the original codification in January, 2009. This update includes all City legislation through February, 2015. The ordinance is being passed with an emergency clause so that all provisions in effect maintain the health, safety and welfare of the City and its' residents.

FISCAL IMPACT: N/A

DEPARTMENT LINE ITEM ACCOUNT: N/A

BALANCE IN LINE ITEM IF APPROVED: N/A

Finance Director:

Robert Nilles
Robert Nilles

8/4/15
Date

Approved as to form:

Robert M. Hall
Robert M. Hall, City Attorney

8/6/15
Date

City Manager:

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

8/6/15
Date

Ordinance O15-08-07

**AN ORDINANCE ENACTING AND ADOPTING A SUPPLEMENT
TO THE CODE OF ORDINANCES FOR THE CITY OF EL MIRAGE,
ARIZONA AND DECLARING AN EMERGENCY**

WHEREAS, American Legal Publishing Corporation of Cincinnati, Ohio, has completed the sixth supplement to the Code of Ordinances of the City of El Mirage, which supplement contains all ordinances of a general and permanent nature enacted since the prior supplement to the Code of Ordinances of the City; and

WHEREAS, the Arizona Revised Statutes §9.240 empowers and authorizes the political subdivision of the State to revise, amend, restate, codify and compile any existing ordinances or enact new ordinances, and

WHEREAS, it is necessary to provide for the usual daily operation of the City and for the immediate preservation of the public peace, health, safety and general welfare of the City that this ordinance take effect immediately;

NOW, THEREFORE, BE IT ORDAINED BY THE LEGISLATIVE AUTHORITY OF THE POLITICAL SUBDIVISION OF CITY OF EL MIRAGE:

- Section 1. That the sixth supplement to the Code of Ordinances of the City of El Mirage as submitted by American Legal Publishing Corporation of Cincinnati, Ohio, and as attached hereto, be and the same is hereby adopted by reference as if set out in its entirety.
- Section 2. Such supplement shall be deemed published as of the day of its adoption and approval by the Mayor and Council of the City of El Mirage, and the City Clerk is hereby authorized and ordered to insert such supplement into the copy of the Code of Ordinances kept on file in the Office of the City Clerk.
- Section 3. This ordinance is declared to be an emergency measure necessary for the immediate preservation of the peace, health, safety and general welfare of the people of this municipality, and shall take effect immediately upon approval.

PASSED AND ADOPTED by the Mayor and Council of the City of El Mirage this 10th day of August, 2015.

Lana Mook, Mayor

ATTEST:

APPROVED AS TO FORM:

Sharon Antes, City Clerk

Robert M. Hall, City Attorney

**El Mirage, Arizona
Instruction Sheet
2015 S-6 Supplement**

REMOVE OLD PAGES

INSERT NEW PAGES

VOLUME 1

Title Page
Officials Page

Title Page
Officials Page

TITLE V: PUBLIC WORKS

35, 36
59 through 62

35 through 36B
59 through 62

TITLE IX: GENERAL REGULATIONS

29, 30
33, 34

29, 30
33 through 34B

TITLE XI: BUSINESS REGULATIONS

3 through 6

3 through 6B

PARALLEL REFERENCES

3 through 6
15 through 18
25, 26
29, 30

3 through 6
15 through 18
25, 26
29, 30

INDEX

3 through 8
17 through 22
29, 30
37, 38
45 through 50

3 through 8
17 through 22
29, 30
37, 38
45 through 52

REMOVE OLD PAGES

INSERT NEW PAGES

VOLUME 2

Title Page

Title Page

TITLE XV: LAND USAGE

3, 4
57, 58
83 through 108
131 through 142
209 through 212
219 through 220B
255 through 262
269 through 276

3 through 12
57, 58
83 through 108
131 through 142B
209 through 212B
219 through 220B
255 through 262
269 through 276

REQUEST FOR COUNCIL ACTION

DATE SUBMITTED: <u>07/31/2015</u> DATE ACTION REQUESTED: <u>08/10/15</u> <input type="checkbox"/> REGULAR <input checked="" type="checkbox"/> CONSENT <input type="checkbox"/> WORK STUDY <input type="checkbox"/> SPECIAL	TYPE OF ACTION: <input type="checkbox"/> RESOLUTION # _____ <input type="checkbox"/> ORDINANCE # _____ <input checked="" type="checkbox"/> OTHER: Memorandum of Understanding (MOU)	SUBJECT: Consideration and action to approve a Memorandum of Understanding (MOU) with Arizona Department of Revenue (DOR) setting forth fees imposed and performance measures to promote the timely efficient and accurate processing of municipal tax matters.
---	---	--

TO: Mayor and Council
FROM: Robert Nilles – Finance Director
RECOMMENDATION: Approve
PROPOSED MOTION: I move that we approve an MOU with DOR setting forth fees and performance measures.
ATTACHMENTS: MOU; Appendix A

DISCUSSION: As part of the recent laws passed increasing DOR’s responsibility for collection of Transaction Privilege Taxes (Sales Tax), DOR has agreed to establish performance measures which will help to gauge their efficiency and effectiveness. DOR is requiring that every government agency that has a sales tax must approve this MOU without modification. This MOU runs for a period of one-year at which time it will need to be renewed.

FISCAL IMPACT: N/A

DEPARTMENT LINE ITEM ACCOUNT: N/A

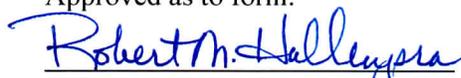
BALANCE IN LINE ITEM IF APPROVED: N/A

Finance Director:


Robert Nilles

8/4/15
Date

Approved as to form:


Robert M. Hall, City Attorney

8/6/15
Date

City Manager:


Dr. Spencer A. Isom

8/6/15
Date

Memorandum of Understanding

Memorandum of Understanding

Between

Arizona Department of Revenue

and

City of El Mirage, Arizona

Background

Administration and collection of local municipal transaction privilege tax and similar affiliated excise taxes imposed under the Model City Tax Code are governed under Arizona Revised Statutes Title 42, Chapter 6.

House Bill 2111 (2013 First Regular Session) and House Bill 2389 (2014 Second Regular Session), as a means of simplifying tax administration, requires the local municipal transaction privilege and affiliated excise taxes to be collected and administered by the Arizona Department of Revenue (“DOR”). In addition, DOR and each city and town shall enter into an intergovernmental agreement to establish a uniform method of administration, collection, audit, and licensing. House Bill 2617 (2015 First Regular Session) requires DOR to impose fees on cities and towns to pay a portion of administrative, program and other operating costs for DOR to provide administrative and collection services to local governments.

Purpose

In furtherance of this mission and the fees imposed by House Bill 2617, this Memorandum of Understanding (MOU) sets forth the understanding between the DOR and the City of El Mirage (“City/Town”) to establish performance measures to promote the timely, efficient and accurate processing of municipal tax matters.

Reporting

Appendix A, which was created by a team of representatives from DOR and the cities and towns, focuses on the performance measures in the operational areas of Administration, Customer Service, AZTAXES.gov, Audit, and Collections.

Duration

The term of this MOU shall be from July 1, 2015 through June 30, 2016.

Annual Review

During the term of this MOU, the Appendix A may undergo an annual review to be completed no later than March 31st of each year, however can be delayed or canceled if

determined no review is necessary. The performance measures may be modified by DOR and the cities and towns upon mutual agreement during the annual review process. These performance measures are goals. Payments due from cities and towns are required by law, and not contingent upon DOR meeting the goals.

Arizona Department of Revenue
Attn: Director, Division Code 20
1600 W. Monroe
Phoenix, AZ 85007

City/Town of _____
City Address

Date: _____
Director
Arizona Department of Revenue

Date: _____
Mayor
City of El Mirage, Arizona

Appendix A

Performance Category	Goal/Objective	Performance Measurement	Report Frequency	Additional Info
Administration				
New licenses processed	To process new license applications within 5 days of receipt	1. average # of days to process a new license application 2. % of new license applications processed within 5 days of receipt	Monthly	
License Modifications/Cancellations	To process license modifications/cancellations received by the 25th of the month by the end of the month.	# of license modifications/cancellations remaining at the end of the month	Monthly	
Clean cut off by calendar month activity on all monthly activity reports	DOR will ensure that all money deposited within a calendar month and all returns received within a calendar month will be processed within that accounting month and money distributed for that month.	1. Close the previous accounting month by the 15th of the following month. 2. Beginning January, 2016, to distribute money from 2 accounting months during the first 2 weeks of the new accounting month.	Monthly	
All TPT Tax Returns processed including amendments, modifications, adjustments, etc.	To process all TPT tax returns within an average of 4 calendar days.	Average # of days to process a TPT tax return/% of TPT tax returns processed within 4 calendar days	Monthly	
TPT Deposits	Payments processed and deposited within 24 hours of receipt	Average # of days to deposit TPT money	Monthly	
Distribution or Allocation errors	Notify affected cities of distribution or allocation error within 5 business days of identification		As needed	
Month End City Journals	To complete the month-end reconciliation process and issue the City Payment Journals by the 15th of the next calendar (accounting) month.	1. Number of calendar days to issue the City Payment Journal. 2. Percent of months in which report was issued prior to the 15th calendar day of the month.	Monthly	

Customer Service

Appendix A

Performance Category	Goal/Objective	Performance Measurement	Report Frequency	Additional Info
Cities Unit - Request for Research	To provide feedback to city requests for research by establishing contact with Cities Unit employee within 10 days.	1. Average # of days to provide feedback to city requests for research. 2. # of days for resolution of city request.	Monthly	
Cities Unit - Request for Research - License Compliance	To respond to city requests for license information within 5 days of request	Average # of days to respond to a city request for license information	Monthly	Report fields to include, but not limited to; Business Name, Business Address, Owner Information.
TIA - Incoming Calls from Businesses	To respond to business taxpayer calls within 15 minutes.	Average # of minutes to respond to a business taxpayer call	Monthly	

AZTaxes

Electronic return filings	To increase the percentage of TPT taxpayers who file electronically to 40%	% of TPT taxpayers who file electronically	Monthly	June 2015: 24%
AZTaxes online and available	To ensure that AZTaxes.gov is available for taxpayers use 24/7	% of time AZTaxes.gov is available	Monthly	

Audit

<p>Comprehensive Audit Report(s) that includes the following items:</p> <ul style="list-style-type: none"> a. Planned Audits b. Request for Audits c. Audits in Progress for All Cities d. Completed Audits for All Cities/towns e. VDAs f. Managed Audits g. Audit Penalty Waivers h. Refund Requests i. Protests 	To produce a comprehensive audit report bi-monthly to disseminate at the bi-monthly UAC meeting or email to non-UAC member cities.	1. Comprehensive TPT Audit Report designed by the UAC meeting in September, 2015. 2. % of bi-monthly UAC meetings in which report was ready for discussion.	Bi-monthly	
---	--	---	------------	--

Appendix A

Performance Category	Goal/Objective	Performance Measurement	Report Frequency	Additional Info
j. Settlements/Closing Agreements				
In State Audits (Field & Desk Review)		Average # of months to complete an In State audit/ % of In State audits completed within 7 months of opening the audit	Monthly	
Out of State Audits		Average # of months to complete an Out of State Audit/% of Out of State Audits completed within 18 months of opening the audit	Monthly	
License Compliance/Enforcement		Report to be designed by September 2015 UAC meeting based upon License Compliance database. Consideration being given to sharing of data between DOR and cities and towns with licensing programs.	Monthly	
Audit Assessments	To process an audit conducted by city/town within 10 business days of receiving a complete and accurate file	Average # of days to process an audit conducted by city/town once a complete and accurate file was received	Monthly	

Collections

DOR Comprehensive Collections Report that includes the following information:	To provide Collections information pertaining to TPT accounts by the end of the following week.	1. # of reports issued weekly 2. % of weeks report was issued	Weekly	Modification of existing DOR internal report to include Status, total AR balance, etc. (Cannot be distinguished by city/town balances). Open/Closed/In Progress Collection Cases
a. Payment Plans b. Liens c. Levies d. Judgments	Identifies accounts on payment plans Identifies accounts with filed liens Identifies accounts that have been Identifies accounts that have judgments filed			DOR does very few, if any, TPT

Appendix A

Performance Category	Goal/Objective	Performance Measurement	Report Frequency	Additional Info
e. Bankruptcies	Identifies accounts in bankruptcy status			Modification of existing DOR internal report to include Status, total AR
Liquor Tag	To provide Collections information pertaining to TPT accounts with a Liquor Tax by the end of the following week.	1. # of reports issued weekly 2. % of weeks report was issued	Weekly	DOR will have to issue a separate report for Liquor Tag information.
Accounts Receivable - Aging Report		Summary report of TPT activity	Monthly	

REPORTS FROM DOR

New License Report (modification of existing report)	To issue report each week by noon on Tuesday via FTP to city/town	1. # of reports issued by noon on Tuesday of each week 2. % of weeks in which reports were issued by noon on Tuesday	Weekly	All reports are listed in the IGA
License Update Report (new report)	To issue report each week by noon on Tuesday via FTP to city/town	1. # of reports issued by noon on Tuesday of each week 2. % of weeks in which reports were issued by noon on Tuesday	Weekly	
City/town Payment Journal Detail (CPJ) (modification of existing report)	To issue report each week by noon on Tuesday via FTP to city/town	1. # of reports issued by noon on Tuesday of each week 2. % of weeks in which reports were issued by noon on Tuesday	Weekly	
City/town Payment Journal Summary (modification of existing report)	To issue report each week by noon on Tuesday via FTP to city/town	1. # of reports issued by noon on Tuesday of each week 2. % of weeks in which reports were issued by noon on Tuesday	Weekly	
No money report (new report, data currently shown on CPJ) also includes delinquency information	To issue report within 15 calendar days after the close of the preceding month via FTP to city/town	1. # of reports issued by the 15th calendar day of the following month 2. % of months in which report was issued prior to the 15th calendar day of the month	Monthly	Filed and not paid/Licensed but not filed
Fund Distribution Report with 100% accuracy	To issue report each week by noon on Tuesday via FTP to city/town	1. # of reports issued by noon on Tuesday of each week 2. % of weeks in which reports were issued by noon on Tuesday	Weekly	
Fund Distribution Summary Report (new report)	To issue report each week by noon on Tuesday via FTP to city/town	1. # of reports issued by noon on Tuesday of each week 2. % of weeks in which reports were issued by noon on Tuesday	Weekly	

Appendix A

Performance Category	Goal/Objective	Performance Measurement	Report Frequency	Additional Info
Deduction Report (new report)	To issue report each week by noon on Tuesday via FTP to city/town	1. # of reports issued by noon on Tuesday of each week 2. % of weeks in which reports were issued by noon on Tuesday	Weekly	

SLUG Reporting

Create system for cities to appeal to SLUG	To create a process for town/city to appeal to SLUG	The process is documented by January 1, 2016		
Select SLUG members	To select the members of SLUG committee by January 1, 2016	Members selected and documented by January 1, 2016		

REQUEST FOR COUNCIL ACTION

DATE SUBMITTED: <u>07/17/2015</u> DATE ACTION REQUESTED: <u>08/10/2015</u> <input type="checkbox"/> REGULAR <input checked="" type="checkbox"/> CONSENT <input type="checkbox"/> WORK STUDY <input type="checkbox"/> SPECIAL	TYPE OF ACTION: <input type="checkbox"/> RESOLUTION # _____ <input type="checkbox"/> ORDINANCE # _____ <input checked="" type="checkbox"/> OTHER: IGA with RPTA for Dial-a-Ride Services	SUBJECT: Consideration and action to approve an Amended and Restated Transit Services Intergovernmental Agreement (IGA) between the City and the Regional Public Transportation Authority (RPTA) for Dial-a-Ride Services
---	---	--

TO: Mayor and Council
FROM: Robert Nilles – Finance Director
RECOMMENDATION: Approve
PROPOSED MOTION: I move to approve the Transit Services IGA with RPTA as presented.
ATTACHMENTS: IGA document

DISCUSSION: The Transit Services Agreement with the RPTA expired June 30, 2015. Contract #121-75-2016 is a new five-year IGA between the City of El Mirage and RPTA that continues transit services through June 30, 2020. The IGA enables the City to offer Dial-a-Ride services to qualified residents.

The agreement stipulates RPTA and City obligations to provide services. Estimated costs for FY15-16 Dial-a-Ride services will be paid through four sources: Arizona Lottery Funds, \$63,430; Public Transportation Funds - ADA, \$24,100; New Freedom Federal Grant (5310), \$14,380 and passenger fares, \$8,087. Ridership within El Mirage has increased approximately 90% in FY 2015.

FISCAL IMPACT: \$63,430 (RPTA estimate)

DEPARTMENT LINE ITEM ACCOUNT: 23-400-313

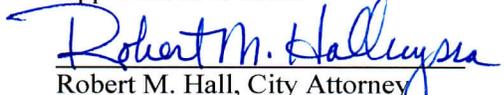
BALANCE IN LINE ITEM IF APPROVED: (\$32,500); Savings will come from account 23-400-249

Finance Director:

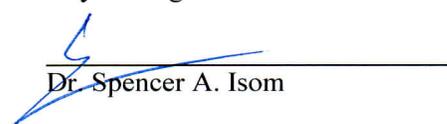

Robert Nilles

8/14/15
Date

Approved as to form:

 8/6/15
Robert M. Hall, City Attorney Date

City Manager:


Dr. Spencer A. Isom

8/6/15
Date

**AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF EL MIRAGE (“Member”)
AND
THE REGIONAL PUBLIC TRANSPORTATION AUTHORITY
CONTRACT # 121-75-2016**

THIS TRANSIT SERVICES AGREEMENT (“Agreement”) is made and entered into this 1st day of July, 2015 by and between the City of El Mirage, a legal entity duly organized and existing under the laws of the State of Arizona (hereinafter referred to as “Member”) and the Regional Public Transportation Authority, a political subdivision of the state of Arizona (hereinafter referred to as “RPTA”). Member and RPTA are collectively referred to as the “Parties.”

RECITALS

WHEREAS, Member has authority to provide transit services and statutory authority to enter into Agreements with other entities within Maricopa County to provide transit services (A.R.S. Section 11-951, et seq.); and,

WHEREAS, RPTA is a political subdivision of the state of Arizona, established for the purpose of planning and providing public transportation services (A.R.S. Section 48-5121; A.R.S. Section 48-5101, et seq.); and,

WHEREAS, as a political subdivision of the state of Arizona RPTA “may contract and enter into stipulations of any nature to do all acts necessary and convenient for the full exercise of” its powers granted under A.R.S. Section 48-5101, et seq., including entering into intergovernmental agreements with other governmental entities (A.R.S. Section 11-951, et seq.); and,

WHEREAS, RPTA is willing to provide, and Member is willing to purchase or receive transportation services as detailed in this Agreement; and,

WHEREAS, transit activities are one of those types of activities authorized pursuant to the aforementioned statutory and other authority,

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual covenants and considerations herein contained, it is agreed by the Parties as follows:

SECTION 1. DEFINITIONS

The following capitalized terms shall have the following meaning when used in this Agreement, unless a different meaning is clearly intended:

“RPTA” means the Regional Public Transportation Authority, a political subdivision of the State of Arizona.

“Member” means the City of El Mirage a member of the Regional Public Transportation Authority (RPTA) with voting powers.

“Effective Date” means the date on which rights granted hereunder become operative, as specified in Section 6 hereof.

“Force Majeure” means any event which: (i) causes either party to be unable to perform under this agreement; and (ii) is outside the reasonable control of the party unable to perform and could not be avoided by such party through the exercise of due care. Force Majeure events include, without limitation: terrorists, earthquakes, fires, floods, tornadoes, wars, labor strikes or similar accidents, disputes or similar events.

SECTION 2. SCOPE OF AGREEMENT

During the term of this agreement RPTA shall provide the following services:

North West Valley Dial-a-Ride Services (Schedule C) means a system operated for the purpose of transporting designated passengers, within designated time periods, to destinations within and between each of the Cities and Town, and to designated transfer points for travel outside of the North West Valley Dial-a-Ride service area.

Americans with Disabilities Act (ADA) Public Transportation Funds (PTF) (Schedule E)
The RPTA shall transfer to the Member funds allocated by the Board of the RPTA, and specified in Schedule E, for the purposes of reimbursing Member for the cost to provide Paratransit services to ADA certified individuals. The Member shall submit a PTF Reimbursement Request Form, Attachment A, certifying that the costs have been incurred and are eligible for reimbursement.

ADA Platinum Pass Program (Schedule F) The Platinum Pass Program provides trips to customers that are ADA certified through the “in person” assessment to travel on fixed route services at no cost to the customer. The Member subsidizes the trip at 100% and this program is designed to encourage ADA certified individuals to use fixed route services for trips where they can versus traditional type paratransit trips. This program provides cost avoidance for both the participating city and the customer.

SECTION 3. RPTA’S OBLIGATIONS:

- 3.1 With respect to the services provided hereunder, RPTA, shall:
- a. Negotiate and coordinate the implementation of operating agreements;
 - b. Provide Fixed Route Bus, Dial-a-Ride Paratransit Services or other transit services, administrative services, equipment, personnel and management services directly or through contractors, as provided in this Agreement. The RPTA shall ensure that the contractor(s) are duly qualified, licensed,

trained, and have adequate equipment to perform services under this Agreement;

- c. Provide marketing and merchandising of services;
- d. Draft and secure approval for annual operating budgets;
- e. Plan for, prepare changes, and amend service specifications;
- f. Invoice the Member on a monthly basis for service(s) provided to Member;
- g. Set, and amend as necessary the fare structure for services as determined by CITY and provided by the RPTA or under contract;
- h. Provide professional staff as necessary to plan for, develop, contract for, monitor, and adjust service;
- i. Credit Member up to the pre-determined amount of Americans Disabilities Act (ADA) Public Transportation Funds (PTF) for the transport of ADA certified riders;
- j. Provide complaint resolution process;
- k. Recommend service specifications in consultation with the Member;
- l. Provide monthly reports on ridership, revenue collected, and applicable performance standards;

3.2 RPTA will use its best efforts to provide a financial reconciliation within 30 calendar days of the end of each quarter for informational purposes. A reconciliation of all costs of service (including any administrative fees) shall be conducted after the fiscal year end. RPTA will use its best efforts to provide such final year-end reconciliation within 60 calendar days after the end of the fiscal year. If it is found that Member has paid more than its share of the costs of service, RPTA shall credit such overpayment to Member on its next invoice or refund the money to the Member at the Member's choice. Conversely, if Member has under paid its share of the costs of services, RPTA shall invoice the underpayment to Member. Member shall pay all invoices submitted by RPTA to Member within 30 days.

3.3 The RPTA and the Member may conduct service and financial audits, as required, of any Services provided hereunder.

3.4 The RPTA shall provide performance data reports on a monthly basis. The data will be posted on the Valley Metro website www.valleymetro.org or within its extra-net site. The paratransit reports shall include at a minimum: ADA ridership versus non-ADA ridership, revenue miles operated, as well as performance indicators by which the Member and the RPTA can evaluate whether the service provider is meeting policies, and service standards.

Dial a Ride reports shall collect the following monthly performance statistics for the Member.

- Total one-way eligible customer trips requested (ADA and Non-ADA)
- Total trips performed for eligible customers (ADA and Non-ADA)
- Total revenue miles
- Total Drop charge
- Total Mileage charge
- Total Group Trip charge
- Total Trip Cost
- El Mirage's portion of the Service Delivery provider incentive
- Cost per Trip
- Cost per Mile
- Total trips "on time"
- On time performance percentage
- Trip purpose report (Life Sustaining, Medical, Work, Shopping and other)

3.5 By February 21 of each year, the RPTA shall provide the Member with a detailed written budget estimate for the provision of transit Services, including the expected sources and amounts of funding for the next fiscal year. If the Member approves the budget estimate, RPTA shall prepare an amendment to this Agreement for Member approval of the budget estimate.

SECTION 4. CITY'S OBLIGATIONS:

- 4.1 With respect to the services provided hereunder, Member, shall:
- a. If Member desires services in addition to the Services originally approved in the schedules hereto, Member shall provide funding adequate to finance such services over and above funding provided by the RPTA and Member.
 - b. In addition to the funding necessary to pay for actual service or costs, reimburse the RPTA within 30 days for its costs monthly to, monitor and generally administer the service in City.
 - c. Provide for local complaint resolution with citizens of the Member;
 - d. At Member's election, become members of and participate in all meetings, deliberations, and decisions of any Steering Committee for services provided hereunder.
 - e. With respect to services provided hereunder, the Member shall provide traffic control and transit priority measures such as turning movements, on Member streets on regular routes;
 - f. The Member may purchase and install bus stop signs and associated amenities;
 - g. The Member shall provide advice to the RPTA and to any operator providing service required by this Agreement in the preparation and amendment of service plans;

4.2 If the parties are not able to agree upon renewal terms for the existing Agreement prior to the expiration of the term of the existing Agreement, the Member shall make the payments required to be paid under this Agreement on or before July 1 for the new fiscal year and thereafter for a one hundred eighty (180) day period unless the parties agree upon renewal terms prior to the expiration of such one hundred eighty (180) day period. For example, if there is a disagreement with the proposed rate for the new fiscal year, or if the renewal Agreement is not signed, for any reason, the Member shall make payments at the old rate (the previous year's rate) until such time that a renewal Agreement can be fully approved and executed.

4.3 Member does hereby agree to participate in the Valley Metro Program(s) defined in Section 2 of this agreement.

4.4 Provide a written ninety (90) calendar day notice for major service changes.

4.5 Transit Life Cycle Program: Member shall comply with all applicable laws, ordinances, regulations and codes of the federal, state and local governments. In performing hereunder, Member shall adhere to RPTA's Transit Life Cycle Program and its approved policies, as they may be amended from time to time, (collectively referred to as the "TLCP").

SECTION 5. TERM OF AGREEMENT

This Agreement shall be from July 1, 2015, to June 30, 2016, with four (4) one-year options to be amended on an annual basis as service needs and as Public Transportation Fund (PTF) reimbursements are agreed. The Parties do not intend that the term of this Agreement shall exceed any limitation imposed by law, including, without limitation, the laws of the State of Arizona, and agree to comply with any applicable requirements of such laws in connection with any renewal of the term of this Agreement.

SECTION 6. EFFECTIVE DATE

This Agreement shall take effect only after it has been approved by Member's Council, approved by the RPTA Board of Directors, executed by the duly authorized officials of each of the Parties, approved by the Parties' respective counsel and may be filed with the Member's Clerk. The Effective Date of this Agreement is the date first set forth above.

SECTION 7. GENERAL CONDITIONS

A. Records and Audit

All books, accounts, reports, files and other records relating to this Agreement under the custody or control of RPTA or its contractors shall be subject, at all reasonable times, to inspection and audit by Member, FTA, and the City of Phoenix, for five (5) years after completion of this Agreement. Such records shall be produced at RPTA offices as and when requested by Member.

B. Covenant Against Contingent Fees

Both Parties warrant that no person has been employed or retained to solicit or

secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee; and that no member of Congress, no member of the Member's Council or the RPTA Board of Directors, and no officer, agent, or employee of the City or RPTA has any interest, financially or otherwise, in this Agreement.

C. Alteration in Character of Work

Minor alterations in the character of work shall be authorized in writing by Member and acknowledged by RPTA by letter.

D. Termination (and/or Changes in Service)

Member and RPTA hereby agree to full performance of the covenants and obligations contained herein, except that each reserves the right, at its option and sole discretion, to terminate or abandon the service provided for in this Agreement, or any portion thereof.

Termination of this Agreement may be at any time and for any reason, with or without cause, upon providing ninety (90) calendar days prior written notice. Termination shall be effected by delivery of a Notice of Termination specifying the extent to which performance of work under the Agreement is terminated, and the date upon which such termination becomes effective.

Upon termination, RPTA shall calculate actual expenses incurred up to and including the date of termination and (if termination was at the election of Member) any penalty or costs whatsoever (including, but not limited to, any costs of such termination as a result of Section 49 U.S.C. 1609 [formerly Section 13(c) of the Federal Transit Act of 1964, as amended] together with any penalty or costs imposed by other funding sources and any related labor costs (the total of which is hereinafter referred to as "termination costs"). If Member has paid RPTA sums in excess of the termination costs, RPTA shall refund the excess; if Member has paid RPTA an amount less than the termination costs, then Member shall pay to RPTA

an amount equal to the difference between the termination costs and the amount that Member already has paid under this Agreement.

Upon termination of this Agreement, all property used in connection with this Agreement will be promptly returned to the Party holding title thereto, not considering any state or federal funding.

Final payment shall be made within sixty (60) calendar days after the termination of service.

SECTION 8. ADDITIONAL WORK

This Section is intentionally left blank.

SECTION 9. AGREEMENT NON-ASSIGNABLE

RPTA may not assign or otherwise transfer any of its rights or obligations hereunder to a third Party without the express prior written consent of Member, which may be granted or withheld by Member in its sole and absolute discretion. Any assignment or transfer without such prior written consent shall be void.

SECTION 10. INDEMNIFICATION

Except for claims arising solely and exclusively from the negligent or willful acts or omissions of Member, its officers, officials, agents or employees (hereinafter referred to as "Indemnitee"), RPTA shall indemnify, defend, save and hold the Indemnitee harmless from and against any and all claims, actions, liabilities, damages, losses, expenses and costs (including court costs, attorneys' fees and costs of claim processing, primary loss investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), loss or damage to tangible property: (1) arising under this Agreement, or (2) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of RPTA or any of its owners, officers, directors, agents, contractor or employees, including employees from the Member assigned to work full time for RPTA.

It is the specific intent of the Parties to this contract that the Indemnitee shall, in all instances except for loss or damage resulting from the sole and exclusive negligence of the

Indemnitee, be indemnified against all liability, loss or damage of any nature whatever for or on account of any injuries to or the death of any person or damages to or the destruction of property belonging to any person, arising out of or in any way connected with the performance of this Agreement. It is agreed that RPTA will be responsible for primary loss investigation, defense and judgment costs.

SECTION 11. INSURANCE

RPTA will maintain in force the insurance program approved the by RPTA Board of Directors and included in RPTA's fiscal year budgets.

SECTION 12. DEFAULT

Either Party shall be deemed in default under this Agreement upon the failure of such Party to observe or perform any material covenant, condition or agreement on its part to be observed or performed hereunder, and the continuance of such failure for a period of thirty (30) days after written notice by the other Party, as required herein. Such notice shall specify the failure and request it be remedied, unless the Party giving notice agrees in writing to an extension of the time period prior to its expiration. However, if the failure stated in the notice cannot be corrected within the applicable period, it will not give rise to a default hereunder if corrective action is instituted within the applicable period and diligently pursued until the failure is corrected. In the event of a default hereunder, the non-defaulting Party may have a breach of contract claim and remedy against the other in addition to any remedy provided or permitted by law; provided, however, that no remedy that would have the affect of amending any provisions of this Agreement shall become effective without the formal amendment of this Agreement.

SECTION 13. ISSUE RESOLUTION

Any dispute arising out of the interpretation of any provision of this Agreement, any policy matter or the determination of an issue of fact, which dispute is not resolved at staff level, shall be referred to RPTA's Chief Executive Officer and a representative designated by Member. If, after good faith negotiations aimed at reaching an amicable solution, a dispute cannot be resolved, the dispute shall be presented to the RPTA Board of Directors for resolution. If not resolved at this level, the dispute may be brought before a court of competent jurisdiction in

Maricopa County, Arizona.

SECTION 14. NOTICE

Any notice, consent or other communication (“Notice”) required or permitted under this Agreement shall be in writing and either delivered in person, sent by email as PDF or a facsimile transmission, deposited in the United States mail, postage paid, registered or certified mail, return receipt requested, or deposited with any commercial air courier or express service addresses as follows:

If intended for RPTA:

Regional Public Transportation Authority
Attention: General Counsel
101 N. 1st Avenue, Suite 1300
Phoenix, AZ 85003

If intended for Member:

City of El Mirage
12145 Northwest Grand Avenue
El Mirage, AZ, 85335
Phone: 623-972-8116
Fax: 623-876-4603

With copy to:

City of El Mirage
City Attorney’s Office
12145 Northwest Grand Avenue
El Mirage, 85335
623-876-2944

Notice shall be deemed received at the time it is personally served or, on the day it is sent by facsimile transmission, on the second day after its deposit with any commercial air courier or express service, if mailed, ten (10) days after the notice is deposited in the United States mail as provided. Any time period stated in a Notice shall be computed from the time the Notice is deemed received. Either Party may change its mailing address, FAX number or the person to receive notice by notifying the other Party as provided in this Section.

Notice sent by facsimile transmission shall also be sent by regular mail to the recipient at the above address. The requirement for duplicate notice is not intended to change the effective date of the Notice sent by facsimile transmission.

SECTION 15. AMENDMENT

This Agreement may be modified or amended only by a written document executed by both RPTA and Member, approved as to form by the Member Attorney, and may be filed with the Member's Clerk. Such document shall expressly state that it is intended by the Parties to amend specifically identified terms and conditions of this Agreement.

SECTION 16. INTEGRATION

This Agreement represents the entire agreement of the parties with respect to the subject matter hereof, and all agreements entered into prior hereto with respect to the subject matter hereof are revoked and superseded by this Agreement, and no representations, warranties, inducements or oral agreements have been made by any of the parties except as expressly set forth herein, or in other contemporaneous written agreements. This Agreement may not be changed, modified or rescinded except in writing, signed by all parties hereto, and any attempt at oral modification of this Agreement shall be void and of no effect.

SECTION 17. APPLICABLE LAW AND LITIGATION

This Agreement shall be governed by, and construed in accordance with, the laws of the State of Arizona. Any and all litigation between the Parties arising from this Agreement shall be litigated solely in the appropriate state court located in Maricopa County, Arizona.

SECTION 18. NON-WAIVER

No covenant or condition of this Agreement may be waived by any Party, unless done so in writing. Forbearance or indulgence by any Party in any regard whatsoever shall not constitute a waiver of the covenants or conditions to be performed by the other.

SECTION 19. SEVERABILITY

Any provision of this Agreement that is prohibited or unenforceable under the laws of the State of Arizona shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof.

SECTION 20. BENEFIT AND BINDING EFFECT

The terms and provisions of this Agreement shall inure to the benefit of and are binding on RPTA and Member and their respective successors and permitted assigns.

SECTION 21. SURVIVAL

The indemnifications and limitations on liability provided in this Agreement shall have full force and effect notwithstanding any other provisions of this Agreement and shall survive any termination or expiration thereof.

SECTION 22. FURTHER ASSURANCES

The Parties hereto shall execute such other documents and take such other actions as may be reasonably necessary or proper to achieve the intent and purposes hereof.

SECTION 23. CONFLICTS OF INTEREST

All Parties hereto acknowledge that this Agreement is subject to cancellation pursuant to the provisions of Section 38-511, Arizona Revised Statutes.

SECTION 24. RELATED AGREEMENTS

This Agreement, together with the exhibits, instruments and other documents required to be executed and delivered in connection herewith is intended to be read in conjunction with any and all prior agreements and understandings of the Parties with regard to the subject matter hereof.

SECTION 25. CONSTRUCTION AND INTERPRETATION OF AGREEMENT

This Agreement, and each of its provisions, exhibits, terms and conditions, has been reached through negotiations between the Parties. Accordingly, each of the Parties expressly acknowledges and agrees that this Agreement shall not be deemed to have been authored, prepared or drafted by any particular Party, and that the rule of construction that resolves ambiguities against the drafting party shall not be employed in the interpretation of this Agreement.

SECTION 26. THIRD-PARTY BENEFICIARIES

This Agreement is intended to benefit the corporate and municipal interests of RPTA and Member alone, and no other person shall claim any implied right, benefit or interest in such services. The Parties do not intend to create rights in or remedies to any third party as a beneficiary of this Agreement or of any duty, covenant, obligation or undertaking established under this Agreement.

SECTION 27. POLICE POWER

The Parties acknowledge the right vested in Member pursuant to general law to exercise its police power for the protection of the health, safety and welfare of its constituents and their properties. Nothing in this Agreement shall be construed as precluding Member from exercising such powers in connection with the subject matter hereof.

SECTION 28.

A. COMPLIANCE WITH THE IMMIGRATION REFORM AND CONTROL ACT of 1986 (IRCA) and with A.R.S. § 23-211 – § 23-214.

RPTA understands and acknowledges the applicability of IRCA and of § 23-211 through § 23-214, Arizona Revised Statutes (A.R.S.), to it. RPTA shall comply with IRCA and with A.R.S. § 23-211 through § 23-214 in performing under this Agreement. To ensure that RPTA and its subcontractors complying with the provisions of this Section, Member shall have the right to inspect the personnel and related records and papers of RPTA and of its subcontractors pertaining to individuals performing work under this Agreement.

Further, Member is prohibited by A.R.S. § 41-4401 from awarding an Agreement to any contractor who fails, or whose subcontractors fail, to comply with A.R.S. § 23-214(A). For this reason, RPTA shall ensure that both it and each of its subcontractors are in compliance with the requirements of A.R.S. § 23-214(A). In addition, both RPTA and each of RPTA's subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with A.R.S. § 23-214(A).

A breach of any of the provisions of this Section shall be deemed a material breach of this Agreement and is subject to penalties up to and including termination of the Agreement.

B. SUDAN AND IRAN. Pursuant to A.R.S. §§ 35-391.06 and 35-393.06, RPTA certifies that it does not have a scrutinized business operation, as defined in A.R.S. §§ 35-391 and 35-393, in either Sudan or Iran.

SECTION 29. COMPLIANCE WITH THE E-VERIFY PROGRAM

29.1 Warrant of Compliance - Under the provisions of A.R.S. §41-4401, both Parties warrant to the other that each Party will comply with all Federal Immigration laws and regulations that relate to their employees and that each now complies with the E-Verify Program under A.R.S. §23-214(A).

29.2 Breach of Warranty - A breach of this warranty will be considered a material breach of this Agreement and may subject the breaching party to penalties up to and including termination of this Agreement.

29.3 Right to Inspect - Both Parties retain the legal right to inspect the papers of any employee who works on this Contract or subcontract to ensure compliance with the warranty given above.

29.4 Random Verification - Either Party may conduct a random verification of the employment records of the other to ensure compliance with this warranty.

29.5 Federal Employment Verification Provisions – No Material Breach. A Party will not be considered in material breach of this Agreement if it establishes that it has complied with the employment verification provisions prescribed by 8 USCA §1324(a) and (b) of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. §23-214(A).

29.6 Inclusion of Article in Other Contracts - The provisions of this Article must be included in any contract either Party enters into with any and all of its contractors or subcontractors who provide services under this Agreement.

SECTION 30. CIVIL RIGHTS

The parties agree that as a condition of this Agreement they will each comply with all applicable civil rights laws and regulations, in accordance with applicable Federal directives, except to the extent that the Federal government determines otherwise in writing. These include, but are not limited to, those provisions of Section 12 of that certain United States of America Department of Transportation Federal Transit Administration Master Agreement, dated October 1, 2009, as may be amended from time to time, which provisions are hereby incorporated by reference.

SECTION 31. INCORPORATION OF EXHIBITS

For each year during the term of this Agreement and in coordination with RPTA's adopted fiscal year budget process, Schedules hereto shall be revised and incorporated into this Agreement and made a part hereof as though fully set forth herein.

Schedule "A"	Intentionally left blank
Schedule "B"	Intentionally left blank
Schedule "C"	North West Valley Dial a Ride Services
Schedule "D"	Intentionally left blank
Schedule "E"	Americans with Disabilities Act (ADA) Public Transportation Fund (PTF)
Schedule "F"	ADA Platinum Pass
Schedule "G"	Intentionally left blank

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

REGIONAL PUBLIC TRANSPORTATION AUTHORITY (RPTA)

Stephen R. Banta, Chief Executive Officer

By: _____

APPROVED AS TO FORM:

By: _____

Michael J. Ladino, General Counsel

City of El Mirage

Lana Mook, Mayor,

By: _____

By: _____

Sharon Antes, City Clerk

APPROVED AS TO FORM:

By: _____

Member Attorney

SCHEDULE "A" INTENTIONALLY LEFT BLANK

SCHEDULE "B" – INTENTIONALLY LEFT BLANK

**SCHEDULE "C" – NORTHWEST VALLEY DIAL A RIDE SERVICES AND
FINANCIAL INFORMATION**

I. Sources of Project Operating Budget:

FY 2015-2016

For the period July 1, 2015 through June 30, 2016, the City of El Mirage will pay RPTA an estimated amount of **\$63,430.00** for provision of Northwest Valley Dial-a-Ride Services (NWVDAR). Payments will be made monthly based on total revenue miles traveled by member and non-member residents, boarding fees and other costs, less fare revenue as described below. The cost per revenue mile charged to Member, boarding fees and other costs are established by the contract between the RPTA and the service provider. Member shall pay RPTA in twelve (12) monthly installments of **\$5,285.83** which shall become due within thirty (30) calendar days after the receipt of an invoice from RPTA.

Expenses for NWVDAR Services under this Agreement are allocated to jurisdictions that are part of the NWVDAR System (Member Jurisdictions) based upon the number of vehicle revenue miles (VRM) projected to be provided to the Member Jurisdiction's passengers based on residency status VRM shall be allocated based upon the actual number of miles utilized in the following manner: If a passenger is a resident of a Member Jurisdiction, the expense for the passenger's transportation (within the NWVDAR system) shall be charged to the Member Jurisdiction for which the passenger is a resident regardless of where the trip originated or terminated. If a passenger is a non-resident of the Member Jurisdictions, the expense for the passenger's transportation (within the NWVDAR system) shall be allocated to the jurisdiction based on the (VRM) in each Member Jurisdiction; and the non-resident passenger will be transported to the closest transfer location in the City of Phoenix when leaving the NWVDAR Service Area.

**SCHEDULE “C” – NORTHWEST VALLEY DIAL A RIDE SERVICES AND
FINANCIAL INFORMATION Cont.**

NOTE: Under the brokerage model, vehicle revenue miles will be the shortest travel distance between the origin and destination as determined by the demand response software. There is no deadhead.

The goal of the Northwest Valley Dial-a-Ride (NWVDAR) is to enhance the mobility of senior citizens and persons with disabilities living in participating the cities and the Towns. The NWVDAR provides service in the cities of El Mirage and Surprise, the Town of Youngtown and the unincorporated Sun City and Sun City West. The NWVDAR call center coordinates transfers with adjoining communities.

SCHEDULE "C" – NORTHWEST VALLEY DIAL A RIDE SERVICE SPECIFICATIONS

The goal of Northwest Valley Dial-a-Ride (NWVDAR) is to enhance the mobility of seniors (age 65 and above) and qualified people with disabilities living in participating jurisdictions. NWVDAR provides service in the cities of Surprise and El Mirage, in the Town of Youngtown and in in unincorporated areas of Maricopa County. The NWVDAR contractor also coordinates transportation between the NWVDAR service area and adjacent Dial-a-Ride providers serving Peoria, Glendale, Phoenix and the Southwest Valley. The program is intended to meet the requirements of the federal Americans with Disabilities Act as well as specific requirements established by participating jurisdictions. The following is a description of the service:

1. Service Description

NWVDAR is a reservation-based shared-ride paratransit system with a 45-minute on time window for Non-ADA service at least 95 percent of the time and with a 30 minute on time window for ADA service at least 95 percent of the time. NWVDAR service is provided by a contractor who accepts calls from NWVDAR customers, who verifies eligibility for the trip being requested, who schedules the trip and who provides all trips with a fleet comprised of taxicabs, sedans, vans, and other vehicles, including lift and ramp equipped vans and minivans intended to meet the needs of customers traveling with mobility devices. This fleet is sized to meet all demand for NWVDAR service.

2. Program Eligibility

ADA service provided by NWVDAR is available for any ADA eligible individual as determined by Valley Metro. Non-ADA service provided by NWVDAR is available for individuals who are 65 and above, for qualified people with disabilities and for other individuals as determined by the participating jurisdictions.

SCHEDULE “C” – NORTHWEST VALLEY DIAL A RIDE SERVICE
SPECIFICATIONS Cont.

3. Restrictions/Priorities:

Priority is given to ADA trips. Other trips are provided based on budgetary limits established by each jurisdiction. There are no restrictions on trip purpose.

4. Fares:

ADA fares on NWVDAR are adopted by the RPTA. Non-ADA fares are established by each jurisdiction. In the future, non-ADA fares may be amended at any time with the approval of the jurisdiction and the RPTA Board of Directors. Each jurisdiction will pay for the miles traveled within their jurisdictions by NWVDAR passengers who are not residents of a participating NWVDAR jurisdiction.

5. Days and Hours of Service

ADA service is available within $\frac{3}{4}$ of a mile of any Valley Metro local bus route when the route is operating. Non-ADA service days and hours vary by jurisdiction. In El Mirage, Youngtown and Maricopa County, service is available on non-holiday weekdays between the hours of 7:00 AM and 5:00 PM and on Saturdays between the hours of 7:00 AM and 5:00 PM for essential medical purposes only. In Surprise, service is available on non-holiday weekdays and Saturdays between the hours of 5:00 AM and 8:00 PM. Days and hours of operation may be amended at any time based on mutual agreement of all parties to this agreement.

**SCHEDULE “C” – NORTHWEST VALLEY DIAL A RIDE SERVICE
SPECIFICATIONS Cont.**

6. Service area:

ADA service is available within ¾ miles of any bus route. Each jurisdiction has defined the non-ADA service area for its own residents. Residents of El Mirage, Maricopa County and Youngtown may travel anywhere within the NWVDAR service area. Residents of Surprise may travel within the city limits of Surprise or to medical appointments or work beyond the boundaries of Surprise with approval of Valley Metro. Each jurisdiction’s service area may be amended at any time upon the mutual agreement of the parties to this agreement.

7. Transfers

Transfers between NWVDAR and the Dial-a-Ride systems operating in Peoria, Glendale, Phoenix and the Southwest Valley will be made for individuals who are ADA eligible and who are making ADA eligible trips. When a NWVDAR rider wishes to take an ADA trip that will involve one or more transfers, NWVDAR’s contractor will schedule the NWVDAR portion of the trip from the customer’s origin address to the most appropriate transfer site, based on the customer’s final destination and with an overall goal of minimizing the required travel time and number of required transfers. NWVDAR is also responsible for scheduling all subsequent legs of the customer’s trip. All trip segments should be scheduled in such a way that the rider is never scheduled to wait for more than 30 minutes at any one transfer site. NWVDAR is also responsible for collecting the rider’s fare and for notifying the next Dial-a-Ride provider, once the customer is on route

**SCHEDULE “C” – NORTHWEST VALLEY DIAL A RIDE SERVICE
SPECIFICATIONS Cont.**

8. Complaints

Valley Metro will accept all comments, complaints and commendations regarding NWVDAR service. Customers, caregivers and other interested parties may file a comment, complaint or commendation about NWVDAR service by contacting Valley Metro’s Customer Service Center by phone at (602) 253-5000, by email at csr@valleymetro.org, or via Valley Metro’s website, <http://www.valleymetro.org>. Valley Metro staff will direct the comment to the most appropriate party (e.g. the NWVDAR provider or Valley Metro staff who oversees the service) and will document any findings made or actions taken by either provider or Valley Metro staff as a result to the comment, complaint or commendation.

9. Payment to Provider:

The NWVDAR contractor will be paid a boarding fee for each trip and for each revenue mile or group trip operated, less the fares to be collected. The contractor will also be paid or assessed additional amounts based on the contractor achieving or failing to achieve levels of performance set forth in the contract. Each jurisdiction will pay all boarding fees, per-mile charges and group charges less fares received by the provider for trips taken by its residents. All costs associated with incentives and all savings associated with penalties will be apportioned to each jurisdiction based on its pro rata share of service. All costs and revenues associated with trips taken by individuals who are not residents of NWVDAR jurisdictions will be apportioned to each jurisdiction based on the actual number of miles traveled by these visitors within each jurisdiction.

**SCHEDULE “C” – NORTHWEST VALLEY DIAL A RIDE SERVICE
SPECIFICATIONS Cont.**

10. Contract Administration

RPTA shall serve as Contract Administrator. RPTA Shall:

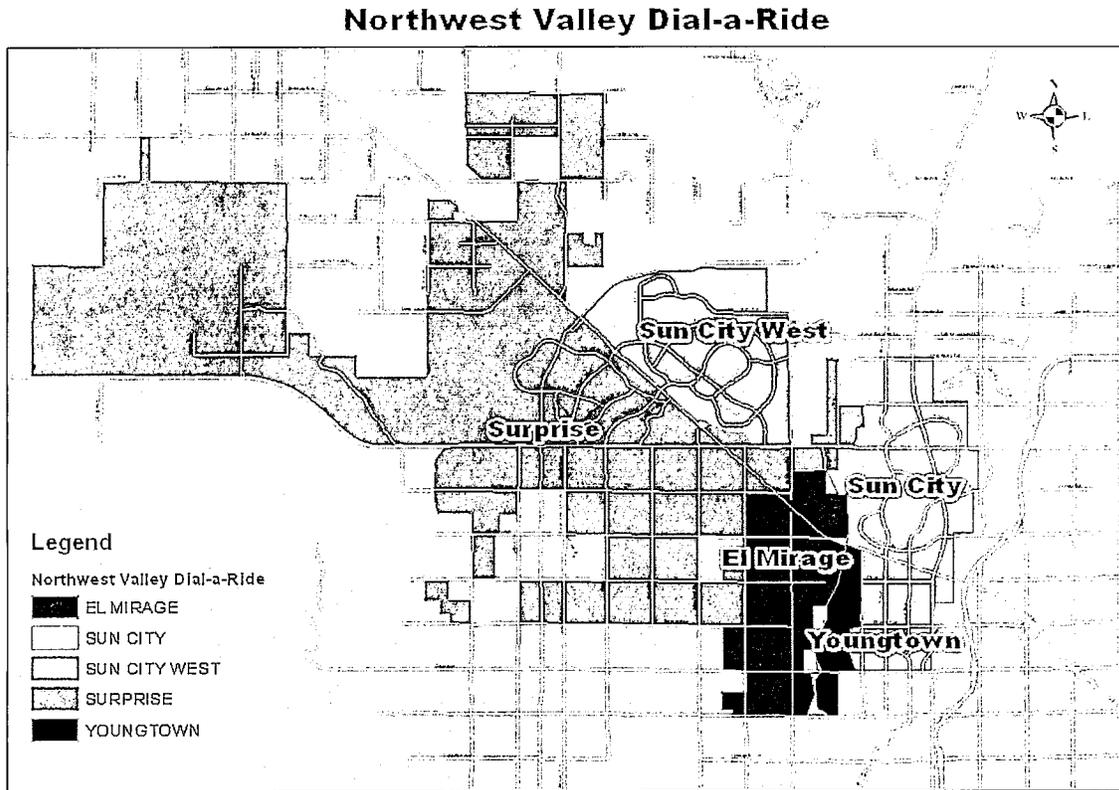
- Provide detailed operational and financial performance data to each jurisdiction on an at-least quarterly basis
- Process, review, validate, and pay contractor invoices
- Accept, monitor and resolve customer complaints
- Procure, oversee and manage the NWVDAR contractor and ensure compliance with all applicable federal, state and local laws and ordinances
- Administer federal, regional, and local project funds and apportion all program revenues and expenses to each jurisdiction as described herein
- Provide public information regarding NWVDAR service
- Assist jurisdictions to implement strategies to maximize the safety, quality, effectiveness, efficiency and cohesiveness of NWVDAR service

**SCHEDULE "C" – NORTH WEST VALLEY DIAL A RIDE SERVICE COST
ESTIMATE**

City of El Mirage Northwest Dial-aRide Fiscal Year 2015-2016	
Sources:	
Local Transportation Assistance II	\$63,430
Public Transportation Fund - ADA	\$24,100
New Freedom Federal Grant	\$14,380
Passenger Fares	\$8,087
Total Sources	\$109,997
Uses:	
Payments to Contractor	\$103,547
Administrative and Agency Overhead	\$6,450
Total Uses	\$109,997

SCHEDULE "C" – MAP OF NORTHWEST VALLEY DIAL A RIDE SERVICE AREA

North West Valley Dial a Ride Map of Service Areas: The boundaries of the Dial-A-Ride Service Areas are shown in Schedule C. This service area may be changed with prior written consent of the RPTA and the CITY. The transit services specified in Schedule C shall be operated during the term of this Agreement.



SCHEDULE "D" – INTENTIONALLY LEFT BLANK

**SCHEDULE “E” – AMERICANS WITH DISABILITIES ACT (ACT) – PUBLIC
TRANSPORTATION FUNDS (PTF) AVAILABILITY**

For the period of July 1, 2015 to June 30, 2016 the maximum amount of Public Transportation Funds (PTF) available for the City of El Mirage is **\$24,100**. The PTF will pay actual costs for ADA trips and other requests for Paratransit service made by ADA certified Riders up to the maximum amount. A final reconciliation at fiscal year-end will be performed and adjustments, if necessary, will be made using actual ADA eligible costs.

Any remaining ADA PTF funds not used up to the maximum reimbursements may be requested by City for other ADA certified rider eligible expenses, and certified by the City’s chief financial officer or designee. RPTA will reimburse City within thirty (30) business days based upon availability of funds. City may request that reimbursements be made electronically. Wire transfers must be pre-arranged through the RPTA Finance Department.

Maximum amount: **\$24,100.00**

SCHEDULE "F" – ADA PLATINUM PASS PROGRAM

Member does hereby agree to participate in the Valley Metro ADA Platinum Pass Program specified in this Schedule F. The Platinum Pass Program allows ADA certified customers to travel on fixed-route services at no cost to the customer. The PTF funds 100 percent of the fare due (reduced fare for local service; full fare for express service) and will be allocated as a regional service without allocation to the Member or sub-regional JE. Participation in the ADA Platinum Pass Program is voluntary by Member and may be cancelled by Member by providing a ninety (90) calendar day written notice to RPTA.

This program is designed to encourage ADA certified individuals to use fixed-route service for a trip whenever possible, in lieu of a traditional para-transit trip. This program provides cost avoidance for both the participating city and the customer. Each eligible ADA certified passenger that opts to participate will receive a reduced fare ADA Platinum Pass to be used at rail fare vending machines and at bus fare boxes for the payment of fare, as defined by the Valley Metro RPTA Board approved fare policy in effect. Current fare information can be found here: http://www.valleymetro.org/paying_your_fare/fare_options/.

SCHEDULE "G" – INTENTIONALLY LEFT BLANK

ATTACHMENT "A" – PTF EXPENSE REIMBURSEMENT REQUEST

Regional Public Transportation Authority

PTF Expenditure Reimbursement Request

The information provided will be used by the Regional Public Transportation Authority (RPTA) to monitor designated lead agency cash flow to ensure compliance with ARS 48-5103. No further monies may be paid out under this program unless this report is completed and filed as required.

RECIPIENT ORGANIZATION NAME AND ADDRESS	PROJECT AGREEMENT NUMBER	REQUEST NO.
	REPORTING PERIOD (Dates)	
	FROM:	TO:

	TOTAL	PTF SHARE
TOTAL ELIGIBLE COSTS	\$ -	\$ -
TOTAL PREVIOUS PAYMENTS	\$ -	\$ -
CURRENT PAYMENT REQUESTED	\$ -	\$ -
REMAINING FUNDING	\$ -	\$ -

REQUIRED SIGNATURE

This document must be signed by the recipient's Chief Financial Officer or their designated representative.

CERTIFICATION

I certify the financial expenditures submitted for reimbursement with this report, including supporting documentation, are eligible and allowable expenditures consistent with the project goals and requirements, have not been previously requested, and that payment is due. I also certify that all matching requirements have been met and sufficient documentation exists in our files and are available upon request or in the event of an audit.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	DATE REQUEST SUBMITTED
TYPED OR PRINTED NAME AND TITLE	TELEPHONE

Instructions

1. Keep a copy of everything submitted.
2. All project records, including financial records, must be maintained for 3 years beyond project completion.

<i>For RPTA use only</i>	
Date request received:	Life cycle compliance review (signature/date)
Approved for funds availability	10 Date of funds transfer

RESOLUTION R15-08-14

A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE CITY OF EL MIRAGE, ARIZONA, APPROVING THE TEMPORARY SUSPENSION TO CITY CODE §130.01 – ALCOHOLIC BEVERAGES IN PARKS OR CITY-OWNED BUILDINGS

WHEREAS, El Mirage City Code §130.01 prohibits the possession of any alcoholic beverage in any park or city-owned building; and

WHEREAS, specific City of El Mirage Special Events are held in City parks and alcoholic beverages are served at specific Special Events; and

WHEREAS, the City of El Mirage has allowed temporary waivers to suspend City Code §130.01 to allow alcoholic beverages to be served and consumed at specific City of El Mirage Special Events located at City parks on an event-by-event basis; and

WHEREAS, for efficiency purposes, staff is requesting a temporary waiver to suspend City Code §130.01 to allow alcoholic beverages to be served and consumed at specific City of El Mirage Special Events located at City parks for the FY 2015/2016 event season instead of presenting a resolution for each special event that will serve alcoholic beverages;

NOW, THEREFORE BE IT RESOLVED by the Mayor and Common Council of the City of El Mirage:

THAT, the Mayor and Common Council temporarily suspends City Code §130.01 to allow the possession and consumption of alcoholic beverages during the FY 2015/2016 City of El Mirage Special Event season at the following locations and times:

FY 2015/2016 Special Events

Hispanic Heritage Fiesta – Gentry Park Friday, September 25, 2015; 5:00 p.m. – 9:00 p.m.	Cinco de Mayo Fiesta – Gentry Park Friday, April 29, 2016; 5:00 p.m. – 9:00 p.m.
Fall Festival & Carnival – Gentry Park Friday, November 13, 2015; 5:00 p.m. – 10:00 p.m. Saturday, November 14, 2015; 1:00 p.m. – 10:00 p.m.	

PASSED AND ADOPTED by the Mayor and Common Council of the City of El Mirage, Arizona, this 10th day of August, 2015.

Lana Mook, Mayor

ATTEST:

APPROVED AS TO FORM:

Sharon Antes, City Clerk

Robert M. Hall, City Attorney

REQUEST FOR COUNCIL ACTION

DATE SUBMITTED: <u>07/26/2015</u> DATE ACTION REQUESTED: <u>08/10/2015</u> <input checked="" type="checkbox"/> REGULAR <input type="checkbox"/> CONSENT	TYPE OF ACTION: ___ RESOLUTION # _____ ___ ORDINANCE # _____ <input checked="" type="checkbox"/> OTHER: Notice of Intent to change fee	SUBJECT: Consideration and action to adopt a notice of intent to adjust the City's fee schedule to reflect fees required through the IGA (Intergovernmental Agreement) with the Office of Manufactured Housing (OMH) not sooner than 60 days from the date of posting the notice pursuant to A.R.S. §9-499.15. (Building)
---	---	--

TO: Mayor and Council
FROM: Mary Dickson, Building Official <i>MD</i>
RECOMMENDATION: Adopt a notice of intent to adjust fees required by the Office of Manufactured Housing not sooner than 60 days from the date of posting the notice pursuant to A.R.S. §9.499.15.
PROPOSED MOTION: I move to adopt the notice of intent to adjust Manufactured Housing fees as presented.
ATTACHMENTS: Fee schedule of Office of Manufactured Housing

DISCUSSION: The City of El Mirage has had an active IGA with the OMH since 2007. As part of the IGA, the City is required to charge fees consistent with that of the OMH. On July 1st, 2015, new fees determined by the OMH became effective although advance notice of the fee adjustments were not received by the City prior to the effective date. It is now therefore necessary to provide the required 60-day notice to adjust the City's newly adopted fee schedule to match the current OMH fees. To preclude the need for this adjustment in the future, the new fees will be listed under "Pre-fabricated Structures" in the fee schedule as "Fees as established by the Office of Manufactured Housing."

FISCAL IMPACT: N/A

DEPARTMENT LINE ITEM ACCOUNT: N/A

BALANCE IN LINE ITEM IF APPROVED: N/A

Finance Director:

Robert Nilles

Robert Nilles

8/4/15

Date

Approved as to form:

Robert M. Hall

Robert M. Hall, City Attorney

8/6/15

Date

City Manager:

Dr. Speneer A. Isom

Dr. Speneer A. Isom

8/6/15

Date

DOUGLAS A. DUCEY
GOVERNOR



DEBRA BLAKE
INTERIM DIRECTOR

DEPARTMENT OF FIRE, BUILDING AND LIFE SAFETY
1110 W. WASHINGTON, SUITE 100
PHOENIX, AZ 85007
(602) 364-1003 OFFICE
(602) 364-1052 FAX
www.dfbls.az.gov

FEE SCHEDULE FOR 2016 FISCAL YEAR

FEEES ARE EFFECTIVE JULY 1, 2015

Fees charged by the Department are not included in Rule and are exempt from the State Rule procedures (Arizona Revised Statutes § 41-2144(C)).

LICENSING FEES				
	Class	Class Description	New License	Renewal License
MANUFACTURER	M-9A	Factory-built-buildings (FBB) and subassemblies	\$ 864.00	\$ 432.00
	M-9C	Manufactured (MFG) Homes	\$ 864.00	\$ 432.00
	M-9E	Master, includes M-9A and M-9C	\$ 1,358.00	\$ 679.00
RETAILER/ DEALER/ BROKER	D-8	Retailer Mobile/MFG Homes	\$ 566.00	\$ 283.00
	D-8B	Broker Mobile/MFG Homes	\$ 432.00	\$ 216.00
	D-10	Retailer FBB or FBB Subassemblies	\$ 566.00	\$ 283.00
	D-12	Master, includes D-8, D-8B, and D-10	\$ 864.00	\$ 432.00
INSTALLERS	I-10C	General Installer	\$ 432.00	\$ 216.00
	I-10D	Installer of Attached Accessory Structures	\$ 432.00	\$ 216.00
	I-10G	Master, includes I-10C and I-10D	\$ 741.00	\$ 370.00
SALESPERSON	NA	Employee of a licensed Retailer/Dealer/Broker	\$ 206.00	\$ 103.00

PLAN FEES	
DESCRIPTION	FEE
Standard Plan Review	
Application Submittal and Plan Review	\$150.00 Includes up to 1 hour of plan review time
Plan Review	\$119.00 hour Each additional hour
EXPEDITED Plan Review	
Expedited Application and Plan Review	\$269.00 Includes up to 1 hour of plan review time
Expedited Plan Review	\$238.00 hour Each additional hour

CERTIFICATE (INSIGNIA) FEES	
DESCRIPTION	FEE
Installation Certificate	\$10.00 each
Modular Manufacturer Certificate	\$51.00 each
Reconstruction Certificate	\$51.00 each

PERMIT FEES		
DESCRIPTION	STATE ISSUED PERMIT FEE	IGA FEE
Mobile/MFG Home	\$350.00 each <i>Includes 3 Inspections</i>	Up to \$ 350.00 each
FBB – residential	\$ 450.00 per story <i>Includes 3 Inspections</i>	\$ 450.00 per story
FBB – commercial	\$ 4.50/LF per story <i>Includes 3 Inspections</i>	\$ 4.50/LF per story
6 Month Extension on Permit (MFG and FBB)	\$ 82.00	
FBB Special Event	\$ 67.00	
Rehabilitation – Mobile Home	\$ 49.00 <i>Includes 2 Inspections</i>	

INSPECTION FEES	
DESCRIPTION	FEE
MFG facility	\$ 51.00 per hour, plus mileage @ 0.445/mile
Installation Re-Inspection (MFG, FBB, Rehabilitation)	\$ 82.00 per hour, plus mileage @ 0.445/mile
Technical Service	\$ 82.00 per hour

INSTALLATION TRAINING	
DESCRIPTION	FEE
Installation Training <i>OMH Installer: Qualifying Party or Corporate Officer Registrar of Contractor; Participant in the Installation Certificate Program: Qualifying Party or Corporate Officer</i>	\$ 100.00

ADMINISTRATIVE FUNCTION FEES	
DESCRIPTION	FEE
Change on installation permit	\$ 10.00 per item
Change name of license	\$ 10.00 each
Change license location	\$ 10.00 each
Change license telephone number	\$ 10.00 each
Add branch location	\$ 10.00 each
Delete branch location	\$ 10.00 each
Reinstate bond	\$ 10.00 each
Process returned check	\$ 10.00 each
Change status of license to inactive	\$ 10.00 each
Copies	\$.50 each
All refunds are subject to a fee of	\$ 59.00 each

REQUEST FOR COUNCIL ACTION

DATE SUBMITTED: <u>07/30/2015</u> DATE ACTION REQUESTED: <u>08/10/2015</u> <input checked="" type="checkbox"/> REGULAR <input type="checkbox"/> CONSENT	TYPE OF ACTION: <input type="checkbox"/> RESOLUTION # _____ <input type="checkbox"/> ORDINANCE # _____ <input checked="" type="checkbox"/> OTHER: Additional FTE	SUBJECT: Consideration and action to fund one (1) additional Maintenance Worker I – Right-of-Way and Street Beautification Specialist position to assist in the citywide community appearance efforts.
---	---	---

TO: Mayor and Council
FROM: Larry Dobrosky, Deputy City Manager
RECOMMENDATION: Approval
PROPOSED MOTION: I move the Council authorize the City Manager to add an additional FTE to the Facilities budget and direct the Finance Director to make the appropriate FY15/16 budget transfers, in the amount of \$80,000, from the Council Contingency fund.
ATTACHMENT: Cost Detail

DISCUSSION: Public Works (PW) is responsible for streets, rights-of-ways, parks, facilities, and fleet services. The PW staff also performs community appearance efforts, in addition to their other duties. However, the number of hours dedicated to community appearance is insufficient to meet the requested community appearance levels. As a result, staff is requesting an additional Maintenance Worker I - Right-of-Way and Street Beautification Specialist position that will be dedicated to the enhancement of the community's appearance. The primary function is litter control and other miscellaneous debris removal in the streets, rights-of-ways and alleyways. The initial cost for this position in FY15/16 is \$80,000 (see attached), funded from Council Contingency. The estimated ongoing costs for this position in FY16/17 are \$55,500.

FISCAL IMPACT: Budget transfer from Council Contingency

DEPARTMENT LINE ITEM ACCOUNT: 10-690-920

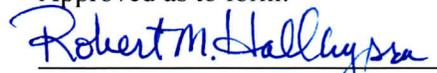
BALANCE IN LINE ITEM IF APPROVED: \$120,000

Finance Director:


Robert Nilles

8/4/15
Date

Approved as to form:


Robert M. Hall, City Attorney

8/6/15
Date

City Manager:


Dr. Spencer A. Isom

8/6/15
Date

Maintenance Worker I - Community Appearance

		* 1st Year	Ongoing
10-522-110	Salary (base +5%)	\$ 28,129.00	\$ 33,755.00
10-522-120 thru 141	benefits	\$ 16,038.00	\$ 19,245.00
10-522-650	Truck w/ Arrow board	\$ 26,000.00	
10-522-211	Fuel	\$ 1,000.00	\$ 1,000.00
10-522-617	Trailer	\$ 5,200.00	
10-522-381	Cell phone	\$ 500.00	\$ 500.00
10-522-233	Uniforms	\$ 500.00	\$ 500.00
10-522-210	Tools	\$ 2,000.00	\$ 500.00
	Total	\$ 79,367.00	\$ 55,500.00

* Reduction recognizes the position would start in September, 10 months of salary and benefits instead of 12 months

**CITY OF EL MIRAGE
PLANNING & ZONING CASE APPLICATION**

Check One: TAC Review Application Development Application

ACTION REQUESTED (Check all that apply): **CASE NO:** _____

- | | |
|---|--|
| <input type="checkbox"/> Major General Plan Amendment | <input type="checkbox"/> Minor General Plan Amendment |
| <input type="checkbox"/> Rezoning (Map Amendment) | <input type="checkbox"/> Zoning Text Amendment |
| <input type="checkbox"/> Planned Area Development (PAD) | <input type="checkbox"/> PAD Amendment |
| <input type="checkbox"/> Conditional Use Permit (CUP) | <input type="checkbox"/> Site Plan Approval |
| <input type="checkbox"/> Variance(s) from Zoning Text | <input type="checkbox"/> Administrative Appeal |
| <input type="checkbox"/> Subdivision Preliminary Plat | <input checked="" type="checkbox"/> Subdivision Final Plat |

PROPERTY INFORMATION:

Property Address/Location: 12101 West Thunderbird Road

Assessor's Parcel Number: 501-36-001N and 501-36-115B

APPLICANT / OWNER INFORMATION:

Applicant: Laurie Castillo / SIG, Inc. Owner: Hutton Growth One LLC

Address: 7301 E Evans Rd Address: 736 Cherry St

City/ST/Zip: Scottsdale, AZ 85260 City/ST/Zip: Chattanooga, TN 37402

Phone: (480) 922-0780 Phone: 423 771 4470

Email: LaurieC@SIGSurveyAZ.com Email: 554308@hutton.build

Signature: _____ Signature: _____

(Agreement to act as agent for owner)

(Authorization for agent to act for owner)

**TAC REVIEW
APPLICATION
REQUIREMENTS**

**DEVELOPMENT
APPLICATION
REQUIREMENTS**

- Planning & Zoning Application Form
- Project Narrative
- Site Plan
- Exterior Elevations
- Drainage Statement
- Traffic Impact Study
- Filing Fee (\$500.00)

- Planning & Zoning Application Form
- Comprehensive Site Plan
- Deed and/or Title Report
- Drainage Report
- A.L.T.A. Survey
- Phase I Environmental Site Assessment
- Preliminary Landscape Plans
- Filing Fee (see latest fee schedule)

Official Use:

Date Received: _____

TAC Review: _____

P&Z Meeting: _____

CC Meeting: _____

Cases which are not active within six (6) months from TAC Review Comments will be considered inactive and closed by staff.

FINAL PLAT
EL MIRAGE FAMILY DOLLAR
 A PORTION OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 13, TOWNSHIP 3 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.

SIG
 SURVEY INNOVATION
 Land Surveying Services
 2811 EAST EMMA ROAD
 SCOTTSDALE, AZ 85250
 PHONE (480) 922-0280
 FAX (480) 922-0281
 WWW.SIGSURVEYAZ.COM

FINAL PLAT
EL MIRAGE FAMILY DOLLAR
 EL MIRAGE, ARIZONA



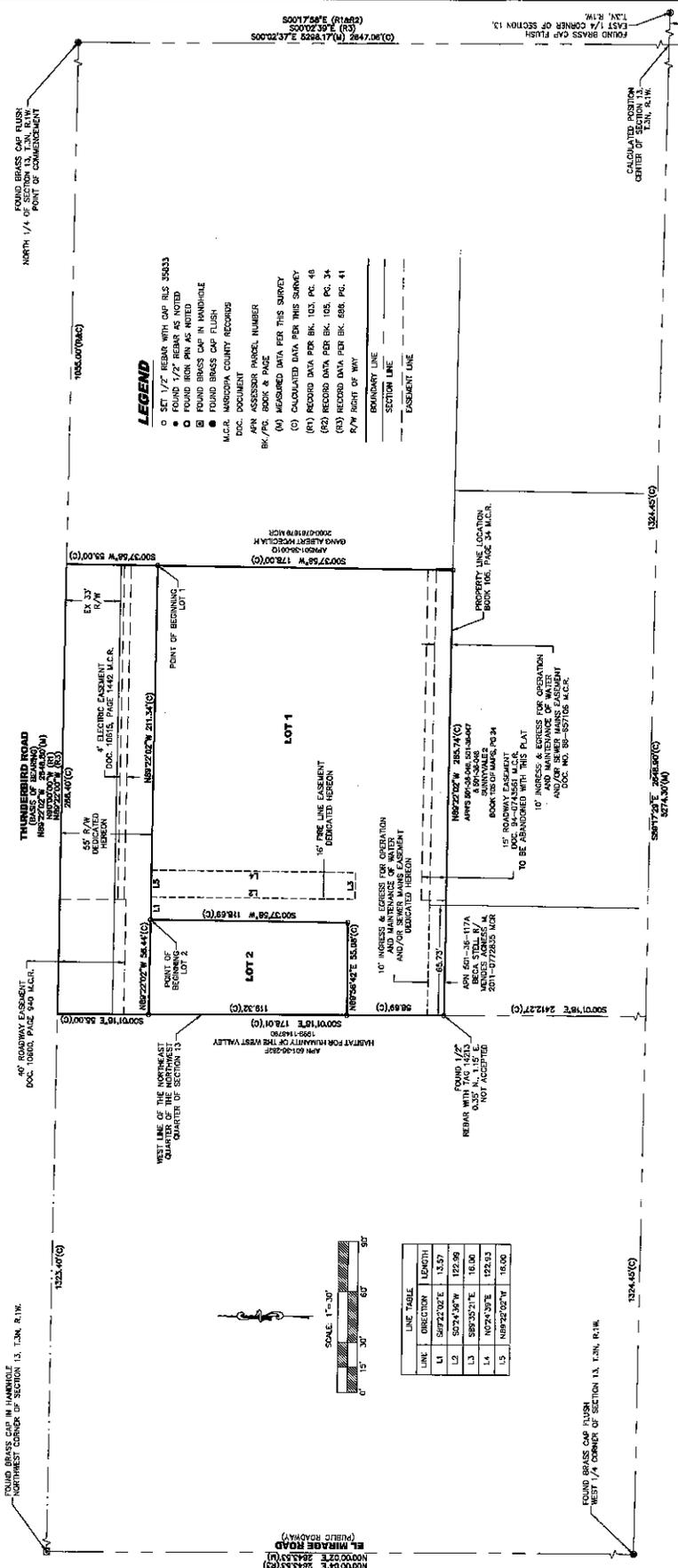
REVISIONS

NO.	DATE	DESCRIPTION
1	7/27/15	ISSUED FOR PERMIT
2	7/27/15	ISSUED FOR PERMIT

DRAWING NAME: EL MIRAGE FAMILY DOLLAR
 JOB NO.: 2013-110
 2013-110 PLAT
 DRAWN: RHM
 CHECKED: JAS
 DATE: 7/27/15
 SCALE: 1"=40'
 SHEET: 2 OF 2

DRAFT

DRAFT

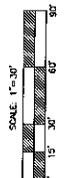


DRAFT

EL MIRAGE ROAD (PUBLIC ROADWAY)
 N090°02'E 283.53'(M)
 1324.45'(C)

LINE TABLE

LINE	DIRECTION	LENGTH
L1	S87°22'02"E	13.57
L2	S07°24'30"W	122.99
L3	S82°32'27"E	103.06
L4	N07°04'30"E	107.93
L5	N82°22'02"W	103.06



FOUND BRASS CAP FLUSH WEST 1/4 CORNER OF SECTION 13, T.3N, R.1W.
 1324.45'(C)

FOUND BRASS CAP FLUSH NORTHWEST CORNER OF SECTION 13, T.3N, R.1W.
 1324.45'(C)

FOUND BRASS CAP FLUSH NORTH 1/4 CORNER OF SECTION 13, T.3N, R.1W.
 1324.45'(C)

FOUND BRASS CAP FLUSH EAST 1/4 CORNER OF SECTION 13, T.3N, R.1W.
 1324.45'(C)

FOUND BRASS CAP FLUSH WEST 1/4 CORNER OF SECTION 13, T.3N, R.1W.
 1324.45'(C)

FOUND BRASS CAP FLUSH WEST 1/4 CORNER OF SECTION 13, T.3N, R.1W.
 1324.45'(C)

FOUND BRASS CAP FLUSH WEST 1/4 CORNER OF SECTION 13, T.3N, R.1W.
 1324.45'(C)

FOUND BRASS CAP FLUSH WEST 1/4 CORNER OF SECTION 13, T.3N, R.1W.
 1324.45'(C)

FOUND BRASS CAP FLUSH WEST 1/4 CORNER OF SECTION 13, T.3N, R.1W.
 1324.45'(C)

FOUND BRASS CAP FLUSH WEST 1/4 CORNER OF SECTION 13, T.3N, R.1W.
 1324.45'(C)

FOUND BRASS CAP FLUSH WEST 1/4 CORNER OF SECTION 13, T.3N, R.1W.
 1324.45'(C)

FOUND BRASS CAP FLUSH WEST 1/4 CORNER OF SECTION 13, T.3N, R.1W.
 1324.45'(C)

FOUND BRASS CAP FLUSH WEST 1/4 CORNER OF SECTION 13, T.3N, R.1W.
 1324.45'(C)

FOUND BRASS CAP FLUSH WEST 1/4 CORNER OF SECTION 13, T.3N, R.1W.
 1324.45'(C)

FOUND BRASS CAP FLUSH WEST 1/4 CORNER OF SECTION 13, T.3N, R.1W.
 1324.45'(C)

FOUND BRASS CAP FLUSH WEST 1/4 CORNER OF SECTION 13, T.3N, R.1W.
 1324.45'(C)

**CITY OF EL MIRAGE
PLANNING & ZONING CASE APPLICATION**

Check One: TAC Review Application Development Application

ACTION REQUESTED (Check all that apply): **CASE NO:** _____

- | | |
|---|--|
| <input type="checkbox"/> Major General Plan Amendment | <input type="checkbox"/> Minor General Plan Amendment |
| <input type="checkbox"/> Rezoning (Map Amendment) | <input type="checkbox"/> Zoning Text Amendment |
| <input type="checkbox"/> Planned Area Development (PAD) | <input checked="" type="checkbox"/> PAD Amendment |
| <input type="checkbox"/> Conditional Use Permit (CUP) | <input checked="" type="checkbox"/> Site Plan Approval |
| <input type="checkbox"/> Variance(s) from Zoning Text | <input type="checkbox"/> Administrative Appeal |
| <input type="checkbox"/> Subdivision Preliminary Plat | <input type="checkbox"/> Subdivision Final Plat |

PROPERTY INFORMATION:

Property Address/Location: 10211 N. EL MIRAGE RD.

Assessor's Parcel Number: 501-45-017Q, 501-45-017W

APPLICANT / OWNER INFORMATION:

Applicant: <u>KEOGH ENGINEERING</u>	Owner: <u>SOUTHWEST STEEL</u>
Address: <u>14150 W. Mc Dowell</u>	Address: <u>10211 N. EL MIRAGE RD.</u>
City/ST/Zip: <u>Goodyear AZ 85395</u>	City/ST/Zip: <u>EL MIRAGE AZ 85336</u>
Phone: <u>623-535-7260</u>	Phone: <u>702-320-4900</u>
Email: <u>dfk@keoghengineering.com</u>	Email: <u>FREDELMEN@SWS-STEEL.COM</u>
Signature: <u>[Signature]</u>	Signature: <u>[Signature]</u>
(Agreement to act as agent for owner)	(Authorization for agent to act for owner)

**TAC REVIEW
APPLICATION
REQUIREMENTS**

- Planning & Zoning Application Form
- Project Narrative
- Site Plan
- Exterior Elevations
- Drainage Statement
- Traffic Impact Study
- Filing Fee (\$500.00)

**DEVELOPMENT
APPLICATION
REQUIREMENTS**

- Planning & Zoning Application Form
- Comprehensive Site Plan
- Deed and/or Title Report
- Drainage Report
- A.L.T.A. Survey
- Phase I Environmental Site Assessment
- Preliminary Landscape Plans
- Filing Fee (see latest fee schedule)

Official Use: _____

Date Received: _____

TAC Review: _____

P&Z Meeting: _____

CC Meeting: _____

Cases which are not active within six (6) months from TAC Review Comments will be considered inactive and closed by staff.

June 19, 2015

City of El Mirage
12145 NW Grand Avenue
El Mirage, AZ 85335
(623) 876-2996 office
(623) 876-4605 fax

PROJECT NARRATIVE

Attention: Mr. Jose Macias

Reference: Southwest Steel
10211 N. El Mirage Rd.
El Mirage AZ 85335

Subject: Facility Expansion

Dear Mr. Macias,

Southwest Steel (SWS) is experiencing the need for growth. We are happy to present to the City of El Mirage our plans for expansion to our Steel Fabrication facility located at 10211 N. El Mirage Rd. El Mirage AZ.

Currently we have approximately 33,500 square feet under roof. The expansion will be limited to shop space with the addition of a 100' x 200' engineered, prefabricated building adding an additional 20,000 square feet for a total after expansion of 53,500 square feet under roof. The proposed building will be a duplicate of the existing fabrication bays including size and color, doubling our fabrication capacity. Our facility is fully fenced and intend per the cities suggestion to screen along 121st Avenue to limit the public view along the roadway.

Doubling our facility size will give SWS the ability to pull from the surrounding communities to potentially employ an additional 60 employees bringing the total employee count to 120. The fabrication bays will have potential to work two shifts, 1st shift from approximately 5:00 AM to 1:30 PM and the 2nd shift from 1:30 PM to 10:00 PM five days per week with weekends as needed.

SWS represented by Phil Helm (Bump) President and myself met with the Cities TAC team for the "TAC Team Pre App Review" on 02.18.15. The City was represented by Planning and Zoning, Public Works, Engineering along with Fire and Safety. SWS noted comments and suggestions and have moved forward hiring Keogh Engineering to prepare and submit an updated to scale site plan along with a requested drainage report. SWS has also moved forward with the Fire Hydrant Flow test required to show that an additional hydrant could be added has also been completed.

Items to be updated on the site plan will include but not be limited to:

- Parcel Lines
- Proposed New Building location
- Parking Spaces Existing and Proposed
- Gates, East (emergency use only) along 121st Avenue, West is for normal day to day access.
- All utilities to be identified
- Fire Hydrants existing and proposed will be shown
- Proposed Retention Basin
- Elevations
- Identify Parking lot Materials

There was a concern at the TAC Team Pre App Review regarding the dead end created due to the installation of the Blast Booth. The gate along 121st Avenue will be for Emergency use only, an approved key box will be installed which should eliminate the concern.

Restrooms were found to be adequate; the shop restrooms for both Men and Women have two fixtures (Toilets) each and the office has an additional one fixture each for Men and Women.

We have included the application for the Development Application Review form. We are unable at this time to submit the "Deed and/or Title Report requested", we will provide it to you as soon as available and are in hope this won't hold up the processing of our request for your approval to proceed with our proposed expansion. We hope that you find other documents submitted in order. If you have any questions or concerns please feel free to contact me.

We at SWS are encouraged with our growth and look forward to growing with the City of El Mirage.

Sincerely,

Southwest Steel



Fred Elmen
Operation Manager

Cc: Bump

**SITE PLAN
FOR
SOUTHWEST STEEL
PROPOSED FABRICATION SHOP EXPANSION**
10211 NORTH EL MIRAGE ROAD
EL MIRAGE, ARIZONA 85335

LEGAL DESCRIPTION

PARCEL NO. 1
A PORTION OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 25, TOWNSHIP 3 NORTH, RANGE 1 WEST, GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, HAVING A BOUNDARY MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 25, BEING A 3-INCH BRASS CAP AT THE CENTERLINE INTERSECTION OF PEORIA AVENUE AND EL MIRAGE ROAD; THENCE NORTH 89°52'21" EAST ALONG THE CENTERLINE OF PEORIA AVENUE, A DISTANCE OF 1280.93 FEET; THENCE SOUTH 00°40'31" EAST, A DISTANCE OF 510.62 FEET; THENCE SOUTH 01°02'00" EAST, A DISTANCE OF 238.81 FEET TO THE NORTHEAST CORNER OF THIS PARCEL AND THE TRUE POINT OF BEGINNING; THENCE SOUTH 89°53'49" WEST, A DISTANCE OF 660.69 FEET TO THE NORTHWEST CORNER OF THIS PARCEL; THENCE SOUTH 01°11'55" EAST, A DISTANCE OF 238.74 FEET TO THE SOUTHWEST CORNER OF THIS PARCEL; THENCE NORTH 89°54'18" EAST, A DISTANCE OF 660.00 FEET TO THE SOUTHEAST CORNER OF THIS PARCEL; THENCE NORTH 01°02'11" WEST, A DISTANCE OF 238.80 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL NO. 2
THAT CERTAIN PIECE OR PARCEL OF LAND SITUATED, LYING, AND BEING IN THE SOUTH HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 25, TOWNSHIP 3 NORTH, RANGE 1 WEST, GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, HAVING A BOUNDARY MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 25 WHICH IS A BRASS CAP ON THE CENTERLINE OF EL MIRAGE ROAD; THENCE SOUTH 00°39'33" EAST ALONG SAID CENTERLINE 1317.48 FEET TO THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 25; THENCE NORTH 89°54'18" EAST 33.00 FEET ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER OF THE NORTHWEST QUARTER TO A POINT ON THE EASTERLY RIGHT-OF-WAY OF SAID EL MIRAGE ROAD AND THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID SOUTH LINE NORTH 89°54'18" EAST 1247.97 FEET TO THE WEST LINE OF THE PARCEL OF LAND DESCRIBED IN INSTRUMENT RECORDED IN DOCUMENT NO. 86378741, RECORDS OF MARICOPA COUNTY, ARIZONA; THENCE NORTH 00°05'42" WEST ALONG SAID WEST LINE, 330.00 FEET; THENCE SOUTH 89°54'18" WEST 660.00 FEET; THENCE SOUTH 00°05'42" EAST 295.00 FEET TO A POINT; THENCE SOUTH 89°54'18" WEST 588.31 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY OF SAID EL MIRAGE ROAD; THENCE SOUTH 00°39'33" EAST ALONG SAID RIGHT-OF-WAY 35.00 FEET TO THE TRUE POINT OF BEGINNING.

GENERAL NOTES

ALL CONSTRUCTION SHALL CONFORM TO THE LATEST CITY OF EL MIRAGE CODES, ORDINANCES, DETAILS, AND SPECIFICATIONS.

ALL CONSTRUCTION SHALL ALSO CONFORM TO THE LATEST MAG SPECIFICATIONS AND DETAILS, WHERE THEY APPLY.

DRAINAGE STATEMENT

- THIS SITE DOES NOT LIE IN A SPECIAL HAZARD AREA.
- OFFSITE FLOWS DO NOT AFFECT THIS SITE.
- EXTREME OUTFALL EXISTS THE SITE AT THE SOUTHEAST CORNER WITH AN ELEVATION OF 1092.51.
- RETENTION IS REQUIRED FOR THE DIFFERENCE BETWEEN THE EXISTING CONDITION AND THE PROPOSED CONDITION.

LUKE AIR FORCE BASE NOTE

THIS SITE IS WITHIN LUKE AIR FORCE BASE 70DB NOISE CONTOUR AND WILL REQUIRE APPROVAL FOR THE BASE.

ADA SIDEWALK NOTE

ALL SIDEWALKS WITHIN THIS DEVELOPMENT WILL BE ADA ACCESSIBLE.

UTILITY NOTE

LOCATION OF ALL UTILITIES SHOWN ON THESE PLANS ARE BASED ON INFORMATION SUPPLIED TO THE SURVEYOR BY THE APPROPRIATE UTILITY COMPANIES. THE ENGINEER DOES NOT GUARANTEE THAT ALL UTILITIES ARE SHOWN OR THEIR LOCATIONS. IT IS THE RESPONSIBILITY OF THE CONTRACTOR OR OWNER TO CONTACT BLUE STAKE AND ANY OTHER INVOLVED AGENCIES TO LOCATE ALL UTILITIES.

NW CORNER
SECTION 25
T 3N, R 1W

Peoria Avenue

El Mirage Road

Exist. 12" Water Line

Ex. Fire Hydrant

APN 501-45-950
FREBERG ROBYN B/SUSAN A TR
ZONED: EI

APN 501-45-017L
BROWN RONALD J/BRIAN J
ZONED: EI

APN 501-45-013G
CARIARI HOLDINGS INC
ZONED: CP

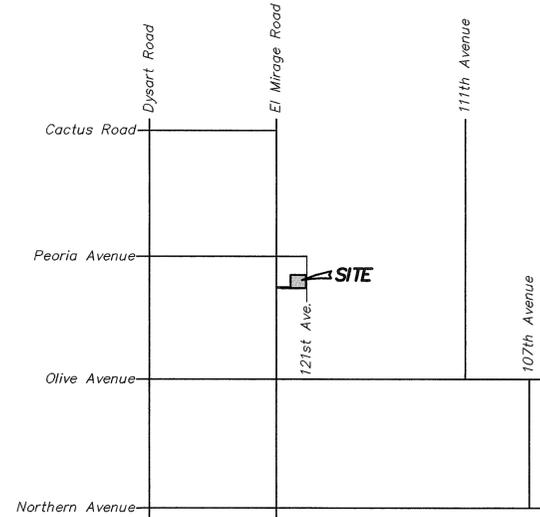
APN 501-45-017K
LOPZ JOSE M/CONCEPCION/FELIX A
ZONED: EI

APN 501-45-017P
HI-TORQUE EQUIPMENT INC
ZONED: EI

APN 501-45-017O

APN 501-45-017W

APN 501-45-016D
CITY OF EL MIRAGE
ZONED: EI



VICINITY MAP
Not to Scale

OWNER DEVELOPER

SOUTHWEST STEEL
10211 NORTH EL MIRAGE ROAD
EL MIRAGE, ARIZONA 85335
PHONE: 702-320-4900
CONTACT: FRED ELMEN
EMAIL: FRED.ELMEN@SWS-STEEL.COM

CIVIL ENGINEER

KEOGH ENGINEERING, INC.
14150 WEST MCDOWELL ROAD
GOODYEAR, ARIZONA 85395
PHONE: 623-535-7260
CONTACT: DENNIS KEOGH
EMAIL: KEOGH@KEOGHENGINEERING.COM

KEY MAP/OVERALL SITE PLAN

Scale: 1"=80'

SITE DATA

NET SITE AREA: 396,023 S.F. = 9.091 AC.
EXISTING ZONING: EI
EXISTING BUILDING AREA: 33,500 S.F.
WITH NEW BUILDING AREA: 53,500 S.F.
LOT COVERAGE: 53,500/396,023 = 13.5%

PARKING CALCULATIONS

PARKING REQUIRED: 118 TOTAL SPACES OF WHICH 5 SHALL BE ADA ACCESSIBLE
PARKING PROVIDED: 92 EXISTING STALLS
26 NEW
118 TOTAL INCLUDING 5 ADA ACCESSIBLE

PROJECT DESCRIPTION

THE CONSTRUCTION OF A NEW FABRICATION (20,000 S.F.) SHOP, 26 ADDITIONAL PARKING STALLS, FIRE ACCESS, AND EXTENSION OF FIRE LINE WITH A NEW FIRE HYDRANT AND SPRINKLER CONNECTION.

ASSESSOR'S PARCEL NO.

APN 501-45-017W
APN 501-45-017Q

SITE ADDRESS

10211 NORTH EL MIRAGE ROAD
E MIRAGE, ARIZONA 85335

BENCHMARK

CITY OF EL MIRAGE BRASS CAP AT THE NORTHWEST CORNER OF SECTION 25, TOWNSHIP 3 NORTH, RANGE 1 WEST, G&SRB&M, MARICOPA COUNTY, ARIZONA.
ELEVATION=1107.853 (NAVD88 DATUM)

SITE BENCHMARK

FOUND REBAR AT THE NORTHEAST PROPERTY CORNER OF THIS SITE.
ELEVATION=1096.28 (NAVD88 DATUM)

LEGEND

- APN ASSESSOR'S PARCEL NUMBER
- BFD BACKFLOW PREVENTION DEVICE
- FDC FIRE DEPARTMENT CONNECTION
- R/W RIGHT OF WAY
- ⊙ SURVEY MONUMENT
- PROPERTY BOUNDARY CORNER
- ⊕ PROPOSED FIRE HYDRANT
- ⊕ EXISTING FIRE HYDRANT
- ⊙ EXISTING VALVE
- ⊕ EXISTING BACKFLOW PREVENTOR
- * EXISTING PARKING LIGHT
- PROPERTY LINE
- - - STREET CENTERLINE
- - - ADJACENT LOT OR R/W
- - - EXISTING EASEMENT
- - - EXISTING CONTOUR
- - - EXISTING FENCE
- ⊙ EXISTING SPOT ELEVATION

SHEET INDEX

SHEET 1: OVERALL SITE PLAN
SHEET 2: 30-SCALE SITE PLAN

SHEET 1 OF 2



DRAWN BY SPK
CHECKED BY DFK
FIELD WORK BY GJ
DATE JUNE, 2015

PREPARED FOR
Southwest Steel

SITE PLAN
FOR
PROPOSED FABRICATION SHOP EXPANSION

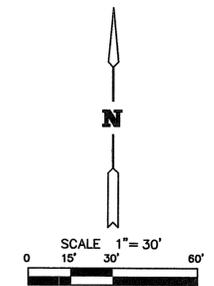
A PORTION OF THE NORTHWEST QUARTER OF SECTION 25, TOWNSHIP 3 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA

Keogh Engineering, Inc.
14150 W. MCDOWELL ROAD • GOODYEAR, ARIZONA 85395
PHONE: (602) 535-7260 FAX: (602) 535-7262
EMAIL: keogh@keoghengineering.com

Blue Stake Center
CALL COLLECT
602-233-1100

DATE JUNE, 2015 JOB NO. 20916 MAP NO. P-20916

APN 501-45-017P
HI-TORQUE EQUIPMENT INC
ZONED: EI

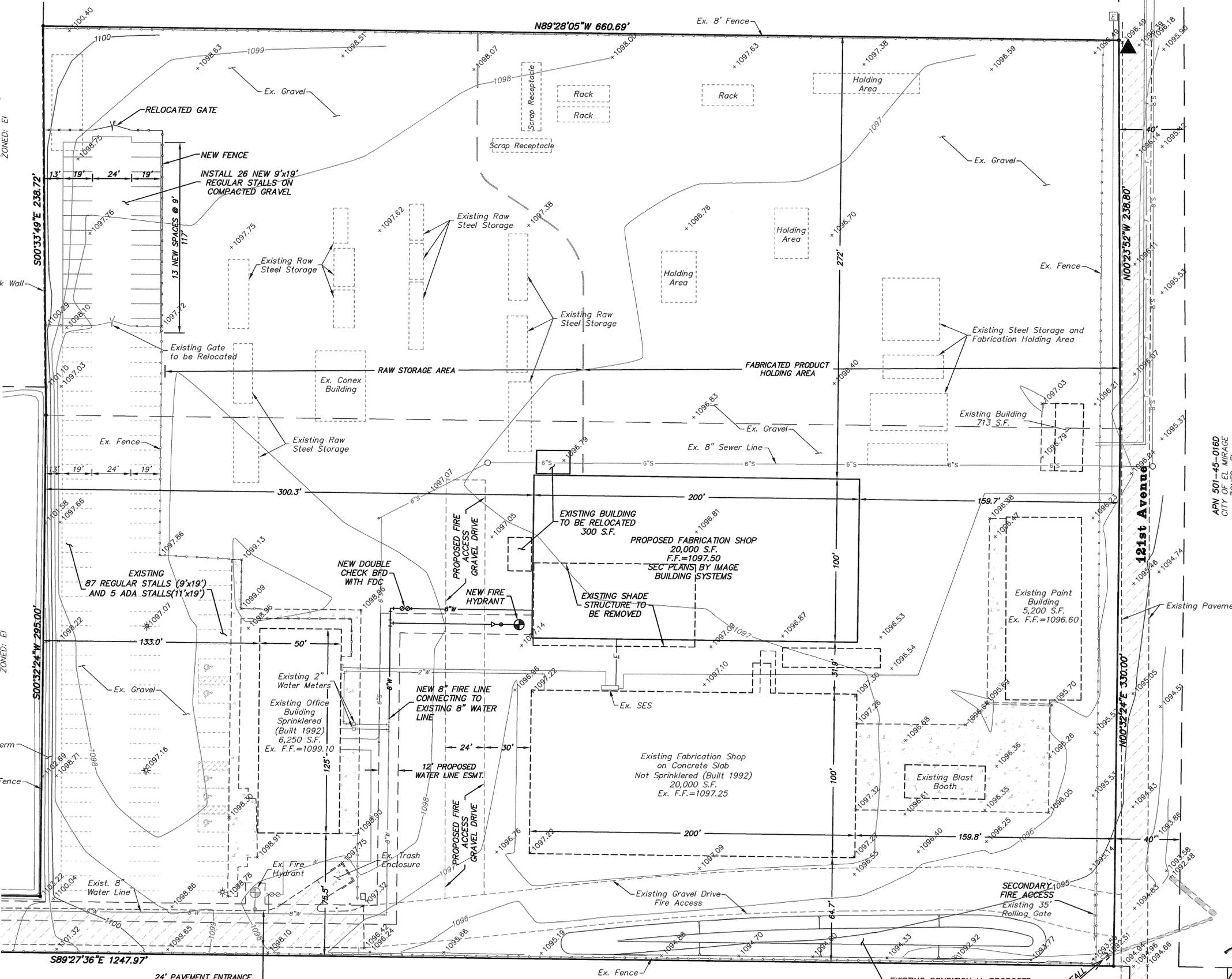


APN 501-45-017K
LOPZ JOSE M/CONCEPCION/FELIX A
ZONED: EI

APN 501-45-016D
CITY OF EL MIRAGE
ZONED: EI

APN 501-45-017L
BROWN RONALD J/BRIAN J
ZONED: EI

Plot Date / Time: 06/23/15 10:10am
Full File Path: L:\20916\Site Plan\SP-1-2.dwg
AutoCad Version: 16.0
Login Name: SHAUN
Layout Name: Sheet 2



S89°27'36"E 1247.97'

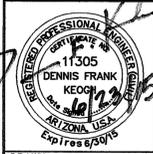
24' PAVEMENT ENTRANCE AND FIRE ACCESS

APN 501-45-013G
CARIARI HOLDINGS INC
ZONED: CP

EXISTING CONDITION V. PROPOSED CONDITION RETENTION BASIN
VOL. REQ.=11,880 C.F.
VOL. PROV.=12,000 C.F.

EXTREME OUTFALL
Elev.=1092.51'

SHEET 2 OF 2



DRAWN BY SPK
CHECKED BY DFK
FIELD WORK BY GJ
DATE JUNE, 2015

PREPARED FOR
Southwest Steel

SITE PLAN
FOR
PROPOSED FABRICATION SHOP EXPANSION

A PORTION OF THE NORTHWEST QUARTER OF SECTION 25, TOWNSHIP 3 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA

Keogh Engineering, Inc.
14150 W. MCDOWELL ROAD • GOODYEAR, ARIZONA 85395
PHONE: (623) 535-7260 FAX: (623) 535-7262
EMAIL: keogh@keoengineering.com

JOB NO. 20916 MAP NO. P-20916





BUILDER/CONTRACTOR RESPONSIBILITIES

DRAWING VALIDITY - THESE DRAWINGS, SUPPORTING STRUCTURAL CALCULATIONS AND DESIGN CERTIFICATION ARE BASED ON THE ORDER DOCUMENTS AS OF THE DATE OF THESE DRAWINGS. THESE DOCUMENTS DESCRIBE THE MATERIAL SUPPLIED BY THE MANUFACTURER AS OF THE DATE OF THESE DRAWINGS. ANY CHANGES TO THE ORDER DOCUMENTS AFTER THE DATE ON THESE DRAWINGS MAY VOID THESE DRAWINGS, SUPPORTING STRUCTURAL CALCULATIONS AND DESIGN CERTIFICATION. THE BUILDER/CONTRACTOR IS RESPONSIBLE FOR NOTIFYING THE BUILDING AUTHORITY OF ALL CHANGES TO THE ORDER DOCUMENTS WHICH RESULT IN CHANGES TO THE DRAWINGS, SUPPORTING STRUCTURAL CALCULATIONS AND DESIGN CERTIFICATION.

BUILDER ACCEPTANCE OF DRAWINGS - APPROVAL OF THE MANUFACTURER'S DRAWINGS AND DESIGN DATA AFFIRMS THAT THE MANUFACTURER HAS CORRECTLY INTERPRETED AND APPLIED THE REQUIREMENTS OF THE ORDER DOCUMENTS AND CONSTITUTES BUILDER/CONTRACTOR ACCEPTANCE OF THE MANUFACTURER'S INTERPRETATIONS OF THE ORDER DOCUMENTS AND STANDARD PRODUCT SPECIFICATIONS, INCLUDING ITS DESIGN, FABRICATION AND QUALITY CRITERIA STANDARDS AND TOLERANCES. (AISC CODE OF STANDARD PRACTICE SEPT 86 SECTION 4.2.1) (MAR 05 SECTION 4.4.1)

CODE OFFICIAL APPROVAL - IT IS THE RESPONSIBILITY OF THE BUILDER/CONTRACTOR TO ENSURE THAT ALL PROJECT PLANS AND SPECIFICATIONS COMPLY WITH THE APPLICABLE REQUIREMENTS OF ANY GOVERNING BUILDING AUTHORITY. THE BUILDER/CONTRACTOR IS RESPONSIBLE FOR SECURING ALL REQUIRED APPROVALS AND PERMITS FROM THE APPROPRIATE AGENCY AS REQUIRED.

BUILDER IS RESPONSIBLE FOR STATE, FEDERAL AND OSHA SAFETY COMPLIANCE THE BUILDER/CONTRACTOR IS RESPONSIBLE FOR APPLYING AND OBSERVING ALL PERTINENT SAFETY RULES AND REGULATIONS AND OSHA STANDARDS AS APPLICABLE.

BUILDING ERECTION - THE BUILDER/CONTRACTOR IS RESPONSIBLE FOR ALL ERECTION OF THE STEEL AND ASSOCIATED WORK IN COMPLIANCE WITH THE METAL BUILDING MANUFACTURERS DRAWINGS. TEMPORARY SUPPORTS, SUCH AS TEMPORARY GUYS, BRACES, FALSE WORK OR OTHER ELEMENTS REQUIRED FOR ERECTION WILL BE DETERMINED, FURNISHED AND INSTALLED BY THE ERECTOR (AISC CODE OF STANDARD PRACTICE SEPT 86 SECTION 7.9.1) (MAR 05 SECTION 7.10.3)

DISCREPANCIES - WHERE DISCREPANCIES EXIST BETWEEN THE METAL BUILDING PLANS AND PLANS FOR OTHER TRADES, THE METAL BUILDING PLANS WILL GOVERN. (AISC CODE OF STANDARD PRACTICE SEPT 86 SECTION 3.3) (MAR 05 SECTION 3.3)

MATERIALS BY OTHERS - ALL INTERFACE AND COMPATIBILITY OF ANY MATERIALS NOT FURNISHED BY THE MANUFACTURER ARE THE RESPONSIBILITY OF AND TO BE COORDINATED BY THE BUILDER/CONTRACTOR OR A/E FIRM. UNLESS SPECIFIC DESIGN CRITERIA CONCERNING ANY INTERFACE BETWEEN MATERIALS IF FURNISHED AS A PART OF THE ORDER DOCUMENTS, THE MANUFACTURERS ASSUMPTIONS WILL GOVERN.

CORRECTION OF ERRORS - NORMAL ERECTION OPERATIONS INCLUDE THE CORRECTION OF MINOR MISFITS BY MODERATE AMOUNTS OF REAMING, CHIPPING, WELDING OR CUTTING AND THE DRAWING OF ELEMENTS INTO LINE THROUGH THE USE OF DRIFT PINS. ERRORS WHICH CANNOT BE CORRECTED BY THE FOREGOING MEANS OR WHICH REQUIRE MAJOR CHANGES IN THE MEMBER CONFIGURATION SHOULD BE REPORTED IMMEDIATELY TO THE OWNER AND FABRICATOR BY THE ERECTOR, TO ENABLE WHOEVER IS RESPONSIBLE EITHER TO CORRECT THE ERROR OR TO APPROVE THE MOST EFFICIENT AND ECONOMICAL METHOD OF CORRECTION TO BE USED BY OTHERS. (AISC CODE OF STANDARD PRACTICE SEPT 86 SECTION 7.12) (MAR 05 SECTION 7.14)

MODIFICATION OF THE METAL BUILDING FROM PLANS - THE METAL BUILDING SUPPLIED BY THE MANUFACTURER HAS BEEN DESIGNED ACCORDING TO THE BUILDING CODE AND SPECIFICATIONS AND THE LOADS SHOWN ON THIS DRAWING. MODIFICATION OF THE BUILDING CONFIGURATION, SUCH AS REMOVING WALL PANELS OR BRACES, FROM THAT SHOWN ON THESE PLANS COULD AFFECT THE STRUCTURAL INTEGRITY OF THE BUILDING. THE METAL BUILDING MANUFACTURER OR A LICENSED STRUCTURAL ENGINEER SHOULD BE CONSULTED PRIOR TO MAKING ANY CHANGES TO THE BUILDING CONFIGURATION SHOWN ON THESE DRAWINGS. THE METAL BUILDING MANUFACTURER WILL ASSUME NO RESPONSIBILITY FOR ANY LOADS APPLIED TO THE BUILDING NOT INDICATED ON THESE DRAWINGS.

SAFETY COMMITMENT

THE METAL BUILDING MANUFACTURER HAS A COMMITMENT TO MANUFACTURE QUALITY BUILDING COMPONENTS THAT CAN BE SAFELY ERECTED. HOWEVER, THE SAFETY COMMITMENT AND JOB SITE PRACTICES OF THE ERECTOR ARE BEYOND THE CONTROL OF THE BUILDING MANUFACTURER. IT IS STRONGLY RECOMMENDED THAT SAFE WORKING CONDITIONS AND ACCIDENT PREVENTION IS THE TOP PRIORITY OF ANY JOB SITE. LOCAL, STATE AND FEDERAL SAFETY AND HEALTH STANDARDS, WHETHER STANDARD STATUTORY OR CUSTOMARY, SHOULD ALWAYS BE FOLLOWED TO HELP ENSURE WORKER SAFETY. MAKE CERTAIN ALL EMPLOYEES KNOW THE SAFEST AND MOST PRODUCTIVE WAY TO ERECT A BUILDING. EMERGENCY PROCEDURES SHOULD BE KNOWN TO ALL EMPLOYEES. DAILY MEETINGS HIGHLIGHTING SAFETY PROCEDURES ARE ALSO RECOMMENDED. THE USE OF HARD HATS, RUBBER SOLE SHOES FOR ROOF WORK, PROPER EQUIPMENT FOR HANDLING MATERIAL, AND SAFETY NETS WHERE APPLICABLE, ARE RECOMMENDED. FOR PURPOSES OF DETERMINING LIFT REQUIREMENTS, NO BUNDLES SUPPLIED BY THE MANUFACTURER WILL EXCEED 4000 LBS. FOR FURTHER INFORMATION ALSO REFERENCE THE BILL OF MATERIALS FOR INDIVIDUAL MEMBER WEIGHTS OF OTHER STRUCTURAL MEMBERS. IF ADDITIONAL INFORMATION IS REQUIRED CONTACT THE CUSTOMER SERVICE DEPARTMENT.

FOUNDATION DESIGN

THE METAL BUILDING MANUFACTURER IS NOT RESPONSIBLE FOR THE DESIGN, MATERIALS AND WORKMANSHIP OF THE FOUNDATION. ANCHOR ROD PLANS PREPARED BY THE MANUFACTURER ARE INTENDED TO SHOW ONLY LOCATION, DIAMETER AND PROJECTION OF THE ANCHOR RODS REQUIRED TO ATTACH THE METAL BUILDING SYSTEM TO THE FOUNDATION. IT IS THE RESPONSIBILITY OF THE END CUSTOMER TO ENSURE THAT ADEQUATE PROVISIONS ARE MADE FOR SPECIFYING ROD EMBEDMENT, BEARING VALUES, TIE RODS AND OR OTHER ASSOCIATED ITEMS EMBEDDED IN THE CONCRETE FOUNDATION, AS WELL AS FOUNDATION DESIGN FOR THE LOADS IMPOSED BY THE METAL BUILDING SYSTEM, OTHER IMPOSED LOADS, AND THE BEARING CAPACITY OF THE SOIL AND OTHER CONDITIONS OF THE BUILDING SITE. (MBMA 06 SECTIONS 3.2.2 AND A3)

SHOP PRIMED STEEL

ALL STRUCTURAL MEMBERS OF THE METAL BUILDING SYSTEM NOT FABRICATED OF CORROSION RESISTANT MATERIAL OR PROTECTED BY A CORROSION RESISTANT COATING ARE PAINTED WITH ONE COAT OF SHOP PRIMER MEETING THE PERFORMANCE REQUIREMENTS OF SSPC PAINT SPECIFICATION NO. 15. ALL SURFACES TO RECEIVE SHOP PRIMER ARE CLEANED OF LOOSE RUST, LOOSE MILL SCALE AND OTHER FOREIGN MATTER BY USING, AS A MINIMUM, THE HAND TOOL CLEANING METHOD SSPC-SP2 (STEEL STRUCTURES PAINTING COUNCIL) PRIOR TO PAINTING. THE COAT OF SHOP PRIMER IS INTENDED TO PROTECT THE STEEL FRAMING FOR ONLY A SHORT PERIOD OF EXPOSURE TO ORDINARY ATMOSPHERIC CONDITIONS. SHOP PRIMED STEEL WHICH IS STORED IN THE FIELD PENDING ERECTION SHOULD BE KEPT FREE OF THE GROUND AND SO POSITIONED AS TO MINIMIZE WATER-HOLDING POCKETS, DUST, MUD AND OTHER CONTAMINATION OF THE PRIMER FILM. REPAIRS OF DAMAGE TO PRIMED SURFACES AND/OR REMOVAL OF FOREIGN MATERIAL DUE TO IMPROPER FIELD STORAGE OR SITE CONDITIONS ARE NOT THE RESPONSIBILITY OF THE MANUFACTURER. THE CORROSION THAT MAY RESULT FROM EXPOSURE TO ATMOSPHERIC AND ENVIRONMENTAL CONDITIONS, NOR THE COMPATIBILITY OF THE PRIMER TO ANY FIELD APPLIED COATING, MINOR ABRASIONS TO THE SHOP COAT (INCLUDING GALVANIZING) CAUSED BY HANDLING, LOADING, SHIPPING UNLOADING AND ERECTION AFTER PAINTING OR GALVANIZING ARE UNAVOIDABLE. TOUCH-UP OF THESE MINOR ABRASIONS IS THE RESPONSIBILITY OF THE END CUSTOMER (MBMA 06 IV 4.2.4)

DISSIMILAR MATERIALS
NEVER ALLOW YOUR ROOF TO COME IN CONTACT WITH, OR WATER RUNOFF FROM, ANY DISSIMILAR METAL INCLUDING BUT NOT LIMITED TO: COPPER AND ARSENIC SALTS USED IN TREATED LUMBER, CALCIUM USED IN CONCRETE, MORTAR AND GROUT.

DEBRIS REMOVAL
ANY FOREIGN DEBRIS SUCH AS SAWDUST, DIRT, ANIMAL DROPPINGS, ETC. WILL CAUSE CORROSION OF THE ROOF, GUTTERS, TRIM, ETC. IF LEFT ON BUILDING SURFACES FOR A LONG ENOUGH TIME. THE ROOF SHOULD BE PERIODICALLY INSPECTED FOR SUCH CONDITIONS AND IF FOUND, THEY SHOULD BE REMOVED.

ENGINEERING NOTES

MATERIAL PROPERTIES OF STEEL BAR, PLATE, AND SHEET USED IN THE FABRICATION OF BUILT-UP STRUCTURAL FRAMING MEMBERS CONFORM TO ASTM A529, ASTM A572, ASTM A1011 SS, OR ASTM A1011 HSLAS WITH A MINIMUM YIELD POINT OF 50 KSI. MATERIAL PROPERTIES OF HOT ROLLED STRUCTURAL SHAPES CONFORM TO ASTM A992, ASTM A529, OR ASTM A572 WITH A MINIMUM SPECIFIED YIELD POINT OF 50 KSI. HOT ROLLED ANGLES, OTHER THAN FLANGE BRACES, CONFORM TO ASTM 36 MINIMUM. HOLLOW STRUCTURAL SHAPES CONFORM TO ASTM A500 GRADE B, MINIMUM YIELD POINT IS 42 KSI FOR ROUND HSS AND 48 KSI FOR RECTANGULAR HSS. MATERIAL PROPERTIES OF COLD-FORMED LIGHT GAGE STEEL MEMBERS CONFORM TO THE REQUIREMENTS OF ASTM A1011 SS GRADE 55, OR ASTM A1011 HSLAS CLASS 1 GRADE 55, WITH A MAXIMUM YIELD POINT OF 55 KSI.

ALL BOLTED JOINTS WITH A325 TYPE 1 BOLTS ARE SPECIFIED AS SNUG-TIGHTENED JOINTS IN ACCORDANCE WITH THE "SPECIFICATION FOR STRUCTURAL JOINTS USING ASTM A325 OR A490 BOLTS, JUNE 30, 2004. PRETENSIONING METHODS, INCLUDING TURN-OF-NUT AND CALIBRATED WRENCH ARE NOT REQUIRED.

THE MANUFACTURER HAS NOT DESIGNED THE STRUCTURE FOR SNOW ACCUMULATION LOADS AT THE GROUND LEVEL WHICH MAY IMPOSE SNOW LOADS ON THE WALL FRAMING BY STAR.

ALL GRAVITY LOADS OF THE WALL SYSTEM NOT BY STAR ARE SUPPORTED ENTIRELY BY THE BUILDING FOUNDATION.

THE WALL SYSTEM NOT BY STAR SUPPORT MEMBERS OF BUILDING(S) PROVIDED BY STAR HAVE BEEN DESIGNED TO DEFLECT LESS THAN L/240 UNDER WIND OR SEISMIC LOADING. THE WALL SYSTEM NOT BY STAR SHALL BE ATTACHED TO THE OUTSIDE FLANGE OF THE SUPPORT MEMBER AT A MAXIMUM SPACING OF 4 FEET O.C. THE INSIDE FLANGE OF THE SUPPORT HAS BEEN DESIGNED AS UNBRACED.

EAVE STRUTS AT BUILDING(S) A,C ARE NOT DESIGNED TO SUSTAIN TRANSVERSE WIND OR SEISMIC LOADING FROM THE WALL SYSTEM NOT BY STAR.

END RAFTERS AT BUILDING(S) A,C ARE NOT DESIGNED TO SUSTAIN TRANSVERSE WIND OR SEISMIC LOADING FROM THE WALL SYSTEM NOT BY STAR.

BASE ANGLE PROVIDED ABOVE WALL SYSTEM NOT BY STAR IS NOT DESIGNED TO SUSTAIN TRANSVERSE WIND OR SEISMIC LOADING FROM THE WALL SYSTEM NOT BY STAR.

BUILDING DESCRIPTION

NOMINAL SIZE :	WIDTH	LENGTH	EAVE HT. 1	EAVE HT. 2	SLOPE 1	SLOPE 2
BLD'G A	100'-0"	200'-0"	X 27'-0"	27'-0"	1.00 : 12	1.00 : 12

GENERAL NOTES

- 1) ROOF PANEL 26 GA. PBR — GALVALUME PLUS
- 2) WALL PANEL 26 GA. PBR — SIG - 200 TBD
- 3) CANOPY SOFFIT PANEL — N/A
- 4) FACADE SOFFIT PANEL — N/A
- 5) EAVE GUTTER — N/A
- 6) EAVE FLASH 26 GA. — SIG - 200 TBD
- 7) GABLE FLASH 26 GA. — SIG - 200 TBD
- 8) CORNER FLASH 26 GA. — SIG - 200 TBD
- 9) BASE FLASH 26 GA. F406 — SIG - 200 TBD
- 10) ALL OTHER TRIM — SIG - 200 TBD

ENGINEERING DESIGN CRITERIA

BUILDING CODE	: 2012 IBC
BUILDING END USE	: SB COMMERCIAL - WAREHOUSING AND STORAGE
BUILDING CLASSIFICATION	:
GROUND SNOW LOAD	: 0.00
MINIMUM ROOF SNOW LOAD	: 0.00
ROOF SNOW LOAD BY DESIGN	: 0.50
WIND LOAD	: 115.00 MPH
WIND EXPOSURE	: EXPOSURE C
ROOF LIVE LOAD	: 20.00
LIVE LOAD REDUCTION	: YES
SEISMIC VALUES	: SS - 17.10, S1 - 5.70
SOIL TYPE	: (D) STIFF SOIL
PERCENT SNOW LOAD IN SEISMIC	: NORMAL

COLLATERAL LOADS :	CEILING	OTHER	TOTAL
BLD'G Southwest Steel	0.00	5.00	5.00

P.O. BOX 94810
OKLAHOMA CITY, OK 73143
(405) 696-2010

Builder: Image Building Systems
18573 N 92nd Street, Suite 110
Scottsdale, AZ 85260

Customer: Southwest Steel
El Mirage, AZ

For Construction Permit
 For Erector Installation

For Fabrication
 For Approval

Scale: **NOT TO SCALE**

VERSION PAPER SIZE

22x34

ESTIMATOR DATE

3/2/015

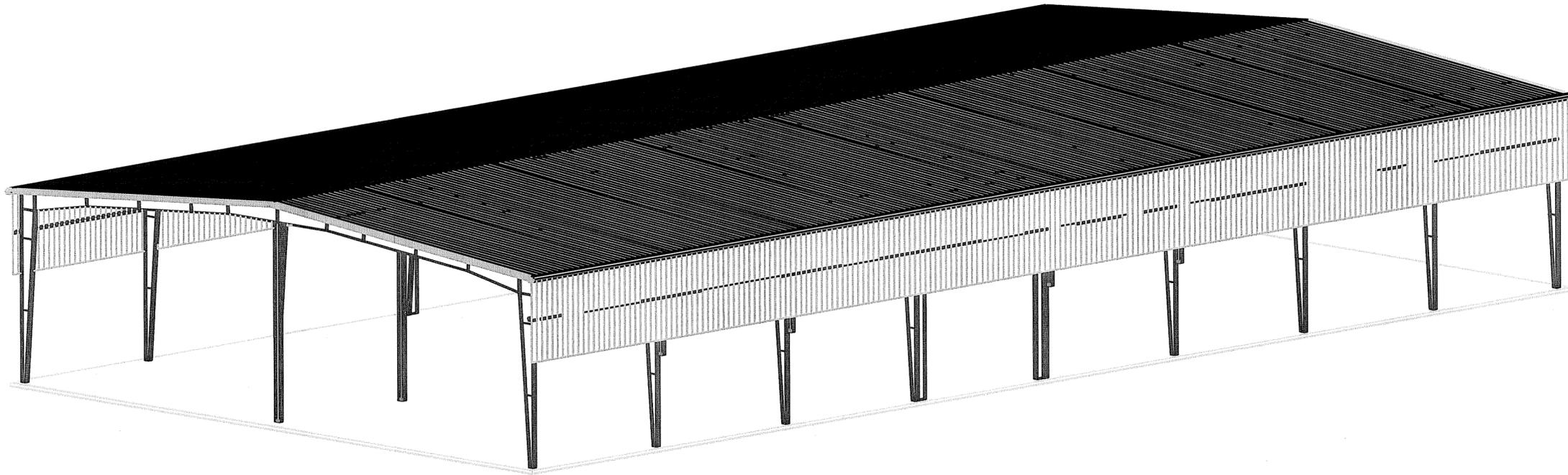
JOB NAME

Southwest Steel

MEMBER

MBMA

The engineer whose seal appears hereon is an employee for the manufacturer for the materials described herein. Said seal or certification is limited to the products designed and manufactured by manufacturer only. The undersigned engineer is not the overall engineer of record for this project.



3D FRONT LEFT - (A) Southwest Steel

P.O. BOX 84910
OKLAHOMA CITY, OK 73143
(405) 636-2010

STAR
BUILDING SYSTEMS

Builder:
Image Building Systems
16573 N 92nd Street, Suite 110
Scottsdale, AZ 85260

Customer:
Southwest Steel
El Mirage, AZ

CONTACT:
COUNTY: Maricopa

Drawing Status:

Permitting

For Approval

For Construction Permit

For Erector Installation

Scale: NOT TO SCALE

VERSION PAPER SIZE

SBS 10.5E 22x34

ESTIMATOR DATE

dw 3/2/015

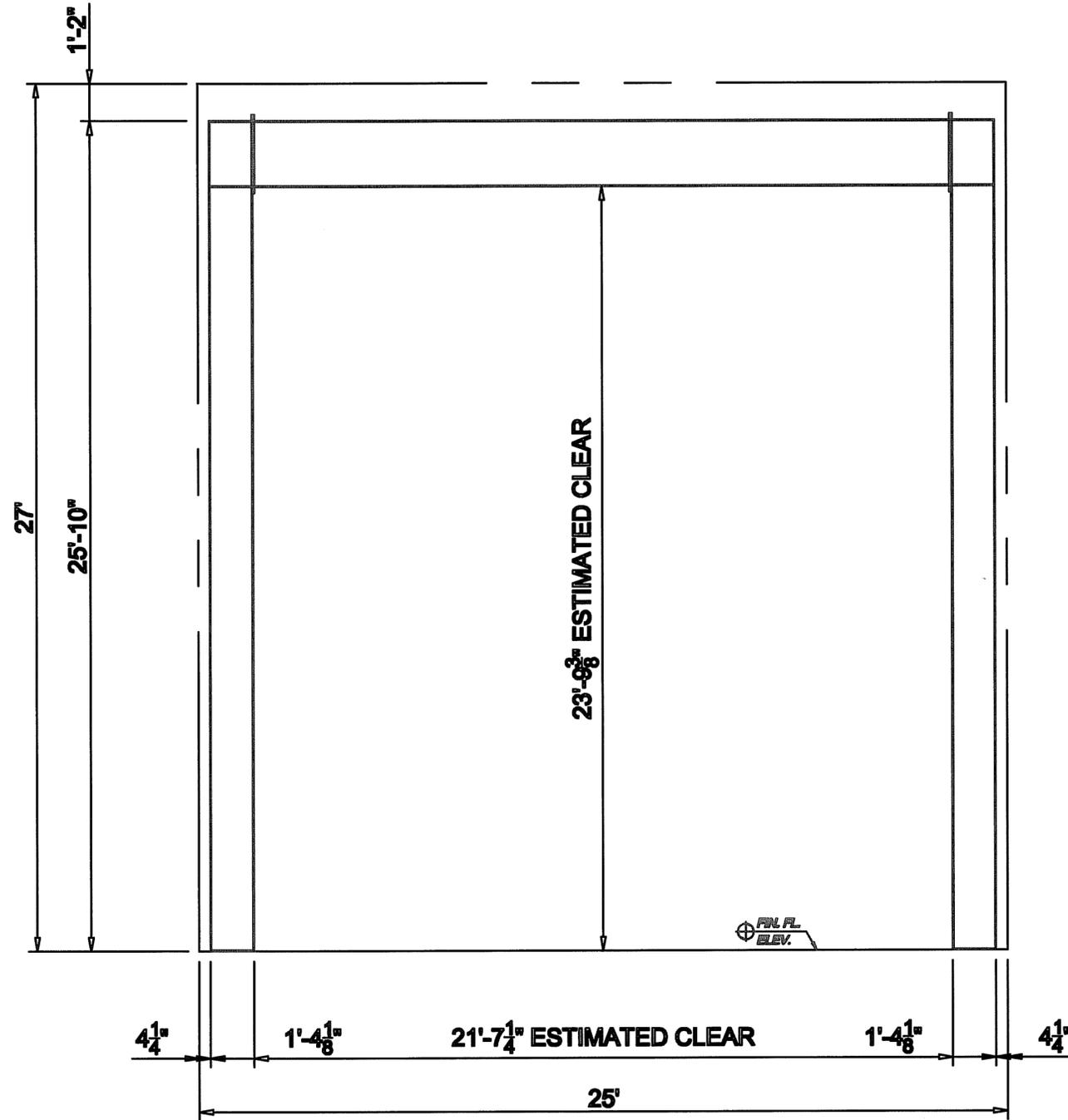
JOB NAME

Southwest Steel

MEMBER



The engineer whose seal appears hereon is an employee for the manufacturer for the materials described herein. Said seal or certification is limited to the products designed and manufactured by manufacturer only. The undersigned engineer is not the overall engineer of record for this project.



CROSS SECTION AT PORTAL FRAMES "A4", "C5" - (A) Southwest Steel

DESIGNS SHOWN ARE BASED ON THE BASIC BUILDING ITSELF, THEY DO NOT INCLUDE LOADS FROM ANY BUILDING OPTIONS OR ANY OTHER MATERIAL.

FRAME CLEARANCES SHOWN ARE APPROXIMATE AND MAY VARY DUE TO FIELD CONDITIONS AND LOADS. VERTICAL CLEARANCE DIMENSIONS ARE FROM FINISHED FLOOR REFERENCE ELEVATION.

STAR BUILDING SYSTEMS RESERVES THE RIGHT TO CHANGE THE FINAL DESIGN IF DESIGN INFORMATION OR CLEARANCES, BASE PLATE/ANCHOR ROD DESIGN IS TO BE USED FOR CONSTRUCTION STAR MUST BE NOTIFIED PRIOR TO ACCEPTANCE OF ORDER.

CONTACT SALES ENGINEER FOR REVIEW BEFORE USING THIS INFORMATION FOR CONSTRUCTION

IT IS THE BUILDERS RESPONSIBILITY TO COMMUNICATE TO STAR THE NEED TO HOLD TO ANY PRELIMINARY DESIGN INFORMATION PROVIDED BY SBSI STAR WILL NOT BE LIABLE FOR ANY CHANGES IN FINAL DESIGN IF THE BUILDER DOES NOT COMMUNICATE THIS TO STAR

ENGINEERING CERTIFICATION OF MATERIALS SUPPLIED BY STAR WILL BE PROVIDED BY SEAL AND SIGNATURE OF LICENSED ENGINEER IN FINAL ERECTION DRAWINGS. DUSTIN L. COLE, ARIZONA P.E. 41346.

P.O. BOX 94910
OKLAHOMA CITY, OK 73143
(405) 656-2010

STAR
BUILDING SYSTEMS
16573 N 92nd Street, Suite 110
Scottsdale, AZ 85260

Customer
Southwest Steel
El Mirage, AZ

CONTACT:
COUNTY: Maricopa

Builder
Image Building Systems

Drawing Status

For Approval

For Erector Installation

Scale: NOT TO SCALE

VERSION PAPER SIZE

SBS 10.5E 22x34

ESTIMATOR DATE

dw 3/2/015

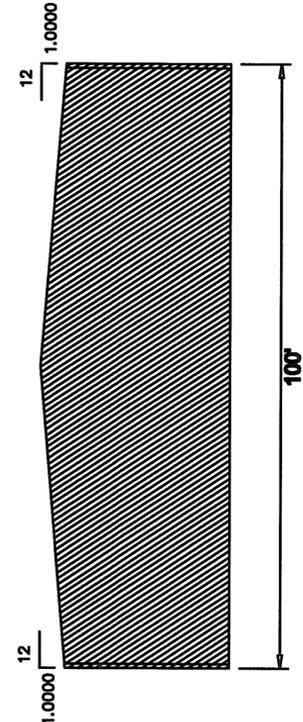
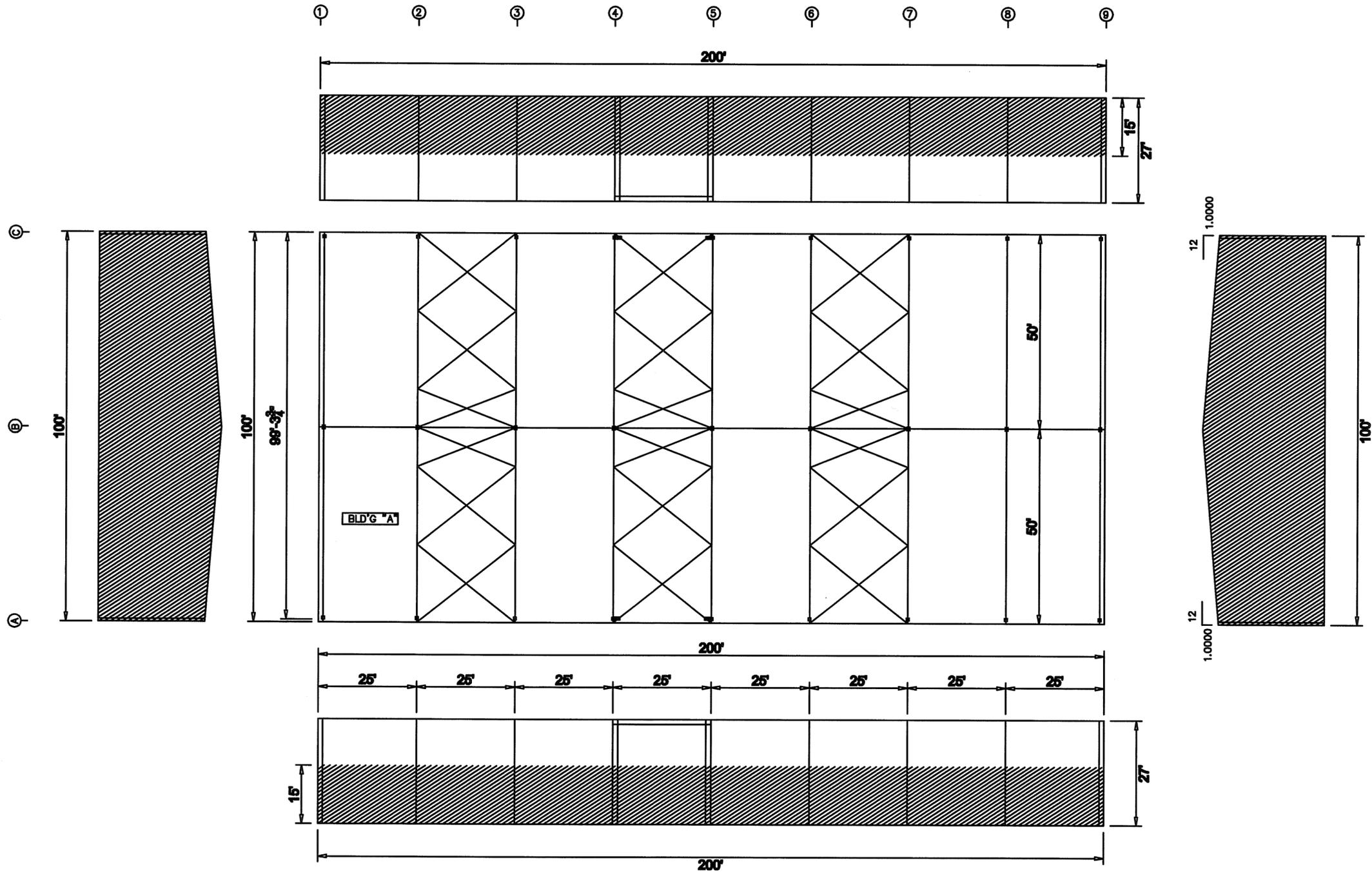
JOB NAME

Southwest Steel

MEMBER



The engineer whose seal appears hereon is an employee for the manufacturer for the materials described herein. Said seal or certification is limited to the products designed and manufactured by manufacturer only. The undersigned engineer is not the overall engineer of record for this project.



2D BUILDING SKETCH - (A) Southwest Steel

ENGINEERING CERTIFICATION OF MATERIALS
 SUPPLIED BY STAR WILL BE PROVIDED
 BY SEAL AND SIGNATURE OF LICENSED
 ENGINEER ON FINAL ERECTION DRAWINGS.
 DUSTIN L. COLE, ARIZONA P.E. 41346.

P.O. BOX 94910
 OKLAHOMA CITY, OK 73143
 (405) 636-2010

ASTAR
 BUILDING SYSTEMS
 18573 N 92nd Street, Suite 110
 Scottsdale, AZ 85260

Customer: Southwest Steel
 El Mirage, AZ

Builder: Image Building Systems
 18573 N 92nd Street, Suite 110
 Scottsdale, AZ 85260

Drawing Status: Preliminary For Approval

For Construction Permit: For Erector Installation

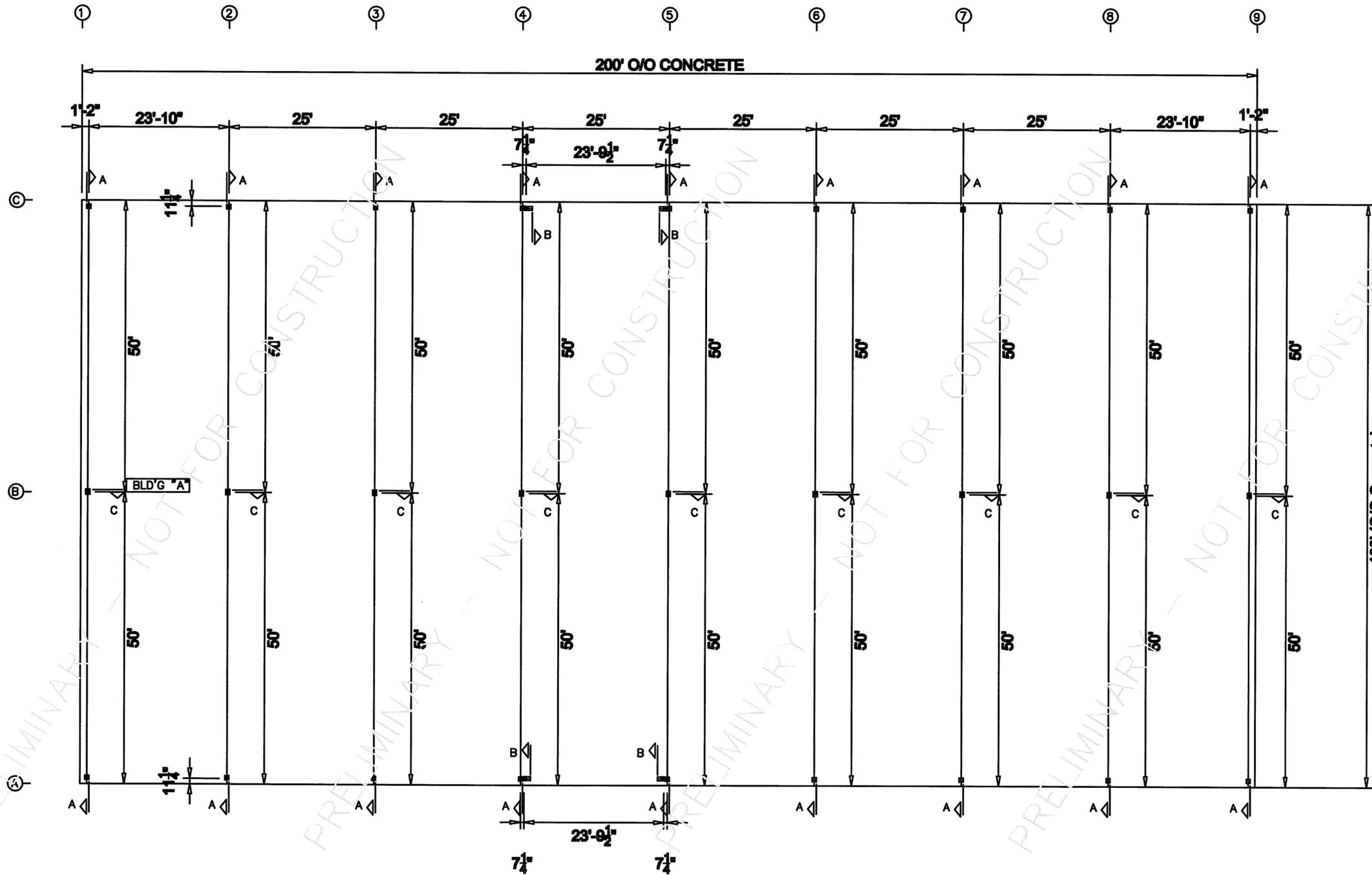
Scale: NOT TO SCALE

VERSION	PAPER SIZE
SBS 10.5E	22x34
ESTIMATOR	DATE
dw	3/2/015

JOB NAME
 Southwest Steel



The engineer whose seal appears hereon is an employee for the manufacturer for the materials described herein. Said seal or certification is limited to the products designed and manufactured by manufacturer only. The undersigned engineer is not the overall engineer of record for this project.



ANCHOR ROD PLAN - (A) Southwest Steel

DESIGNS SHOWN ARE BASED ON THE BASIC BUILDING ITSELF, THEY DO NOT INCLUDE LOADS FROM ANY BUILDING OPTIONS OR ANY OTHER MATERIAL.
FOUNDATION MUST BE SQUARE AND LEVEL. ALL ANCHOR RODS MUST BE TRUE IN SIZE, LOCATION, AND PROJECTION. ANCHOR ROD PROJECTIONS MUST BE HELD TO KEEP THREADS CLEAR OF FINISHED CONCRETE.

ENGINEERING CERTIFICATION OF MATERIALS SUPPLIED BY STAR WILL BE PROVIDED BY SEAL AND SIGNATURE OF LICENSED ENGINEER ON FINAL ERECTION DRAWINGS.
DUSTIN L. COLE, ARIZONA P.E. 41346.

THIS DRAWING IS FOR ANCHOR ROD PLACEMENT ONLY AND IS NOT A SUBSTITUTE FOR FOUNDATION DESIGN.

CONTACT SALES ENGINEER FOR REVIEW BEFORE USING THIS INFORMATION FOR CONSTRUCTION

STAR BUILDING SYSTEMS RESERVES THE RIGHT TO CHANGE THE FINAL DESIGN IF DESIGN INFORMATION (IE, CLEARANCES, BASE PLATE/ANCHOR ROD DESIGN) IS TO BE USED FOR CONSTRUCTION. STAR MUST BE NOTIFIED PRIOR TO ACCEPTANCE OF ORDER.

IT IS THE BUILDERS RESPONSIBILITY TO COMMUNICATE TO STAR THE NEED TO HOLD TO ANY PRELIMINARY DESIGN INFORMATION PROVIDED BY SBSI STAR WILL NOT BE LIABLE FOR ANY CHANGES IN FINAL DESIGN IF THE BUILDER DOES NOT COMMUNICATE THIS TO STAR!

P.O. BOX 94810
OKLAHOMA CITY, OK 73143
(405) 636-2010

STAR
EQUIPMENT SYSTEMS
Builder: Image Building Systems
18523 N 92nd Street, Suite 110
Scottsdale, AZ 85260

Customer: Southwest Steel
El Mirage, AZ

CONTACT: COUNTY: Maricopa

Drawing Status: For Approval For Construction For Erector Installation

Scale: NOT TO SCALE

VERSION: SBS 10.5E PAPER SIZE: 22x34

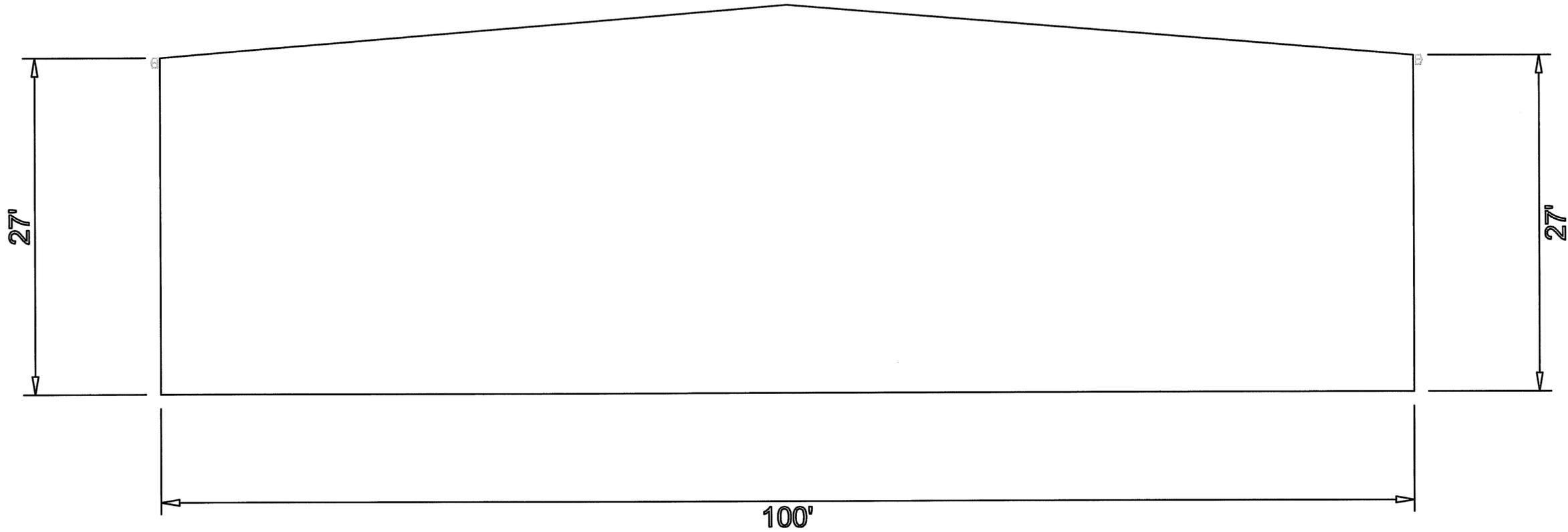
ESTIMATOR: dw DATE: 3/2/015

JOB NAME: Southwest Steel

MEMBER:



The engineer whose seal appears hereon is an employee for the manufacturer for the materials described herein. Said seal or certification is limited to the products designed and manufactured by manufacturer only. The undersigned engineer is not the overall engineer of record for this project.



LEFT ARCHITECTURAL - (A) Southwest Steel

P.O. BOX 84910
 OKLAHOMA CITY, OK 73143
 (405) 636-2010

STAR
 BUILDING SYSTEMS

Customer:
 Southwest Steel
 El Mirage, AZ

CONTACT:
 COUNTY: Maricopa

Builder:
 Image Building Systems
 16573 N 92nd Street, Suite 110
 Scottsdale, AZ 85260

For Construction Permit
 For Erector Installation

For Approval
 For Approval

Scale: NOT TO SCALE

VERSION PAPER SIZE

SBS 10.5E 22x34

ESTIMATOR DATE

dw 3/2/015

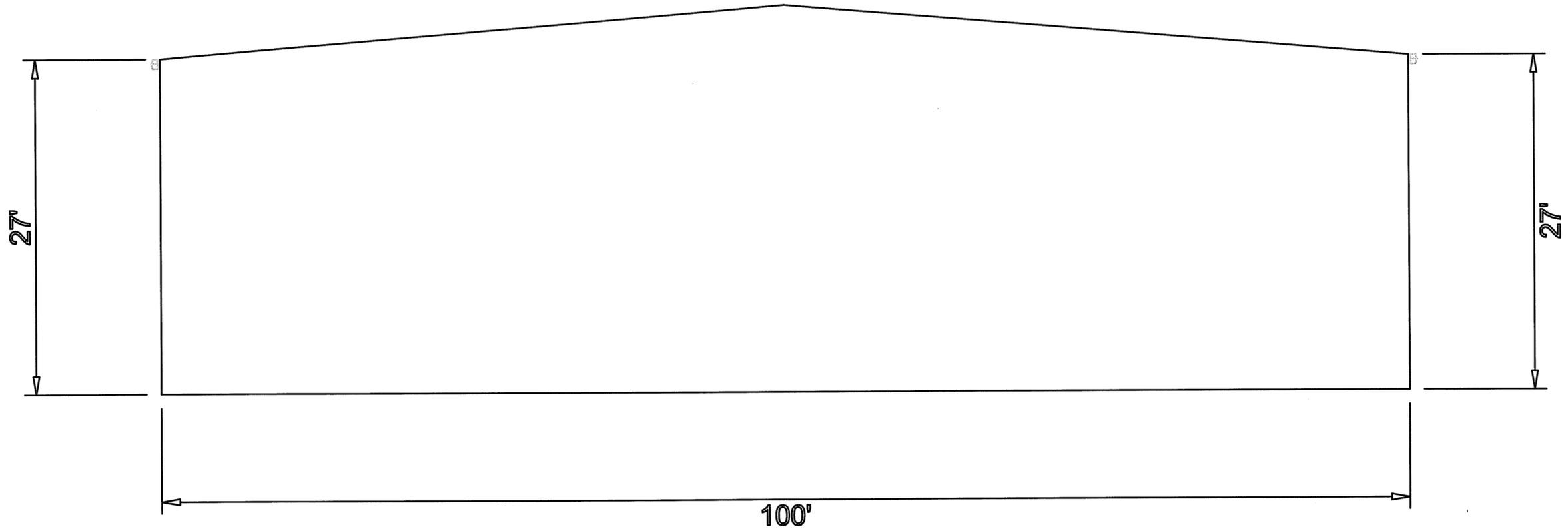
JOB NAME

Southwest Steel

MEMBER



The engineer whose seal appears hereon is an employee for the manufacturer for the materials described herein. Said seal or certification is limited to the products designed and manufactured by manufacturer only. The undersigned engineer is not the overall engineer of record for this project.



RIGHT ARCHITECTURAL - (A) Southwest Steel

P.O. BOX 94910
OKLAHOMA CITY, OK 73143
(405) 636-2010

STAR
BUILDING SYSTEMS

Builder
Image Building Systems
16573 N 82nd Street, Suite 110
Scottsdale, AZ 85260

Customer
Southwest Steel
El Mirage, AZ

CONTACT:
COUNTY: Maricopa

Drawing Status:
 For Approval
 For Rebuild
 For Construction Permit
 For Erector Installation

Scale: **NOT TO SCALE**

VERSION: **SBS 10.5E** PAPER SIZE: 22x34

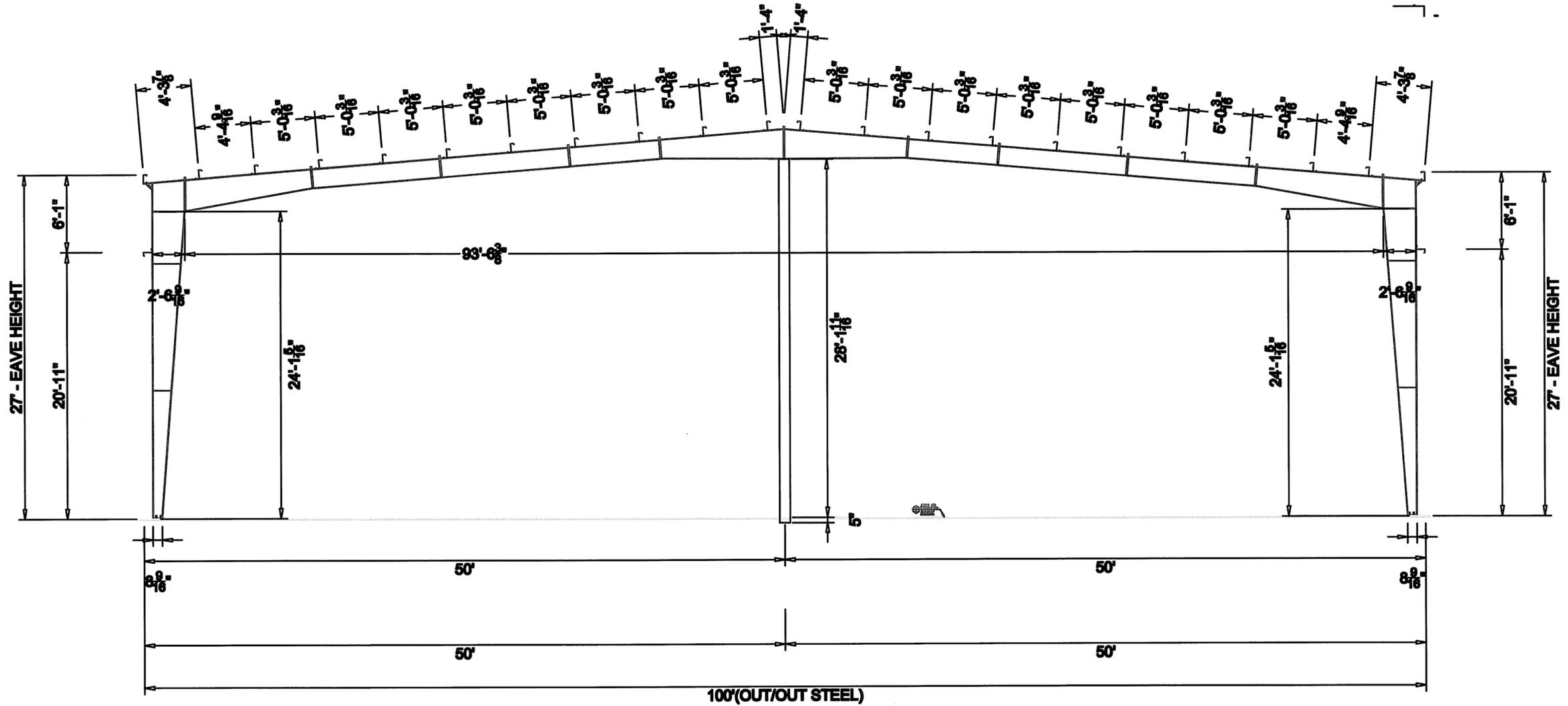
ESTIMATOR: dw DATE: 3/2/015

JOB NAME: Southwest Steel

MEMBER



The engineer whose seal appears hereon is an employee for the manufacturer for the materials described herein. Said seal or certification is limited to the products designed and manufactured by manufacturer only. The undersigned engineer is not the overall engineer of record for this project.



CROSS SECTION AT FRAME LINES "1, 9" - (A) Southwest Steel

DESIGNS SHOWN ARE BASED ON THE BASIC BUILDING ITSELF, THEY DO NOT INCLUDE LOADS FROM ANY BUILDING OPTIONS OR ANY OTHER MATERIAL.

FRAME CLEARANCES SHOWN ARE APPROXIMATE AND MAY VARY DUE TO FIELD CONDITIONS AND LOADS. VERTICAL CLEARANCE DIMENSIONS ARE FROM FINISHED FLOOR REFERENCE ELEVATION.

STAR BUILDING SYSTEMS RESERVES THE RIGHT TO CHANGE THE FINAL DESIGN IF DESIGN INFORMATION OR CLEARANCES, BASE PLATE/ANCHOR ROD DESIGN IS TO BE USED FOR CONSTRUCTION STAR MUST BE NOTIFIED PRIOR TO ACCEPTANCE OF ORDER.

CONTACT SALES ENGINEER FOR REVIEW BEFORE USING THIS INFORMATION FOR CONSTRUCTION

IT IS THE BUILDERS RESPONSIBILITY TO COMMUNICATE TO STAR THE NEED TO HOLD TO ANY PRELIMINARY DESIGN INFORMATION PROVIDED BY SBSI STAR WILL NOT BE LIABLE FOR ANY CHANGES IN FINAL DESIGN IF THE BUILDER DOES NOT COMMUNICATE THIS TO STAR!

ENGINEERING CERTIFICATION OF MATERIALS SUPPLIED BY STAR WILL BE PROVIDED BY SEAL AND SIGNATURE OF LICENSED ENGINEER ON FINAL ERECTION DRAWINGS. DUSTIN L. COLE, ARIZONA P.E. 41346.

P.O. BOX 54910
OKLAHOMA CITY, OK 73143
(405) 636-2010

STAR
BUILDING SYSTEMS

Customer:
Southwest Steel
El Mirage, AZ

CONTACT:
COUNTY: Maricopa
El Mirage, AZ

Builder:
Image Building Systems
16572 N 92nd Street, Suite 110
Scottsdale, AZ 85260

Drawing Status:
 Buildback
 For Approval

For Construction Permit
 For Erector Installation

Scale: NOT TO SCALE

VERSION: SBS 10.5E PAPER SIZE: 22x34

ESTIMATOR: dw DATE: 3/2/015

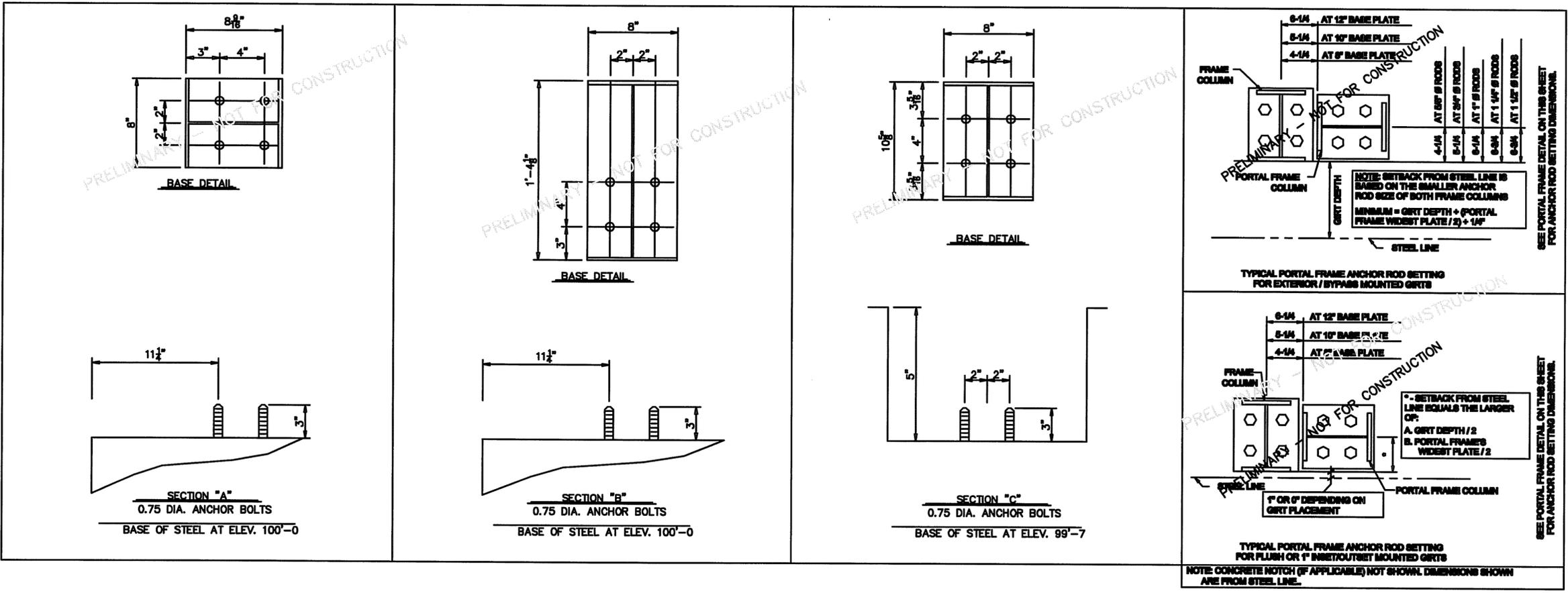
JOB NAME: Southwest Steel

MEMBER



The engineer whose seal appears herein is an employee for the manufacturer for the materials described herein. Said seal or certification is limited to the products designed and manufactured by manufacturer only. The undersigned engineer is not the overall engineer of record for this project.

BLD'G "A"



ANCHOR ROD SECTION DETAILS - (A) Southwest Steel

DESIGNS SHOWN ARE BASED ON THE BASIC BUILDING ITSELF, THEY DO NOT INCLUDE LOADS FROM ANY BUILDING OPTIONS OR ANY OTHER MATERIAL.

FOUNDATION MUST BE SQUARE AND LEVEL. ALL ANCHOR RODS MUST BE TRUE IN SIZE, LOCATION, AND PROJECTION. ANCHOR ROD PROJECTIONS MUST BE HELD TO KEEP THREADS CLEAR OF FINISHED CONCRETE.

ENGINEERING CERTIFICATION OF MATERIALS SUPPLIED BY STAR WILL BE PROVIDED BY SEAL AND SIGNATURE OF LICENSED ENGINEER ON FINAL ERECTION DRAWINGS. DUSTIN L. COLE, ARIZONA P.E. 41346.

THIS DRAWING IS FOR ANCHOR ROD PLACEMENT ONLY AND IS NOT A SUBSTITUTE FOR FOUNDATION DESIGN.

CONTACT SALES ENGINEER FOR REVIEW BEFORE USING THIS INFORMATION FOR CONSTRUCTION.

STAR BUILDING SYSTEMS RESERVES THE RIGHT TO CHANGE THE FINAL DESIGN IF DESIGN INFORMATION (IE. CLEARANCES, BASE PLATE/ANCHOR ROD DESIGN) IS TO BE USED FOR CONSTRUCTION. STAR MUST BE NOTIFIED PRIOR TO ACCEPTANCE OF ORDER.

IT IS THE BUILDERS RESPONSIBILITY TO COMMUNICATE TO STAR THE NEED TO HOLD TO ANY PRELIMINARY DESIGN INFORMATION PROVIDED BY SBSI STAR WILL NOT BE LIABLE FOR ANY CHANGES IN FINAL DESIGN IF THE BUILDER DOES NOT COMMUNICATE THIS TO STAR.

ASTAR
 P.O. BOX 94810
 OKLAHOMA CITY, OK 73143
 (405) 636-2010

Customer: Southwest Steel
 El Mirage, AZ

Builder: Image Building Systems
 6573 N 92nd Street, Suite 110
 Scottsdale, AZ 85260

CONTACT: COUNTY: Maricopa
 COUNTY: Maricopa

Scale: NOT TO SCALE

VERSION: PAPER SIZE: 22x34

ESTIMATOR: dw
DATE: 3/2/015

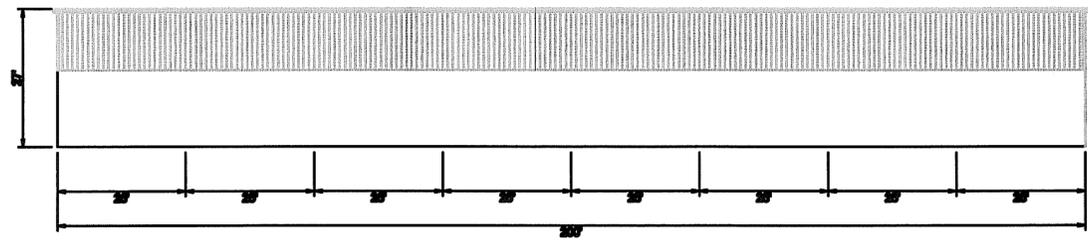
JOB NAME: Southwest Steel

MEMBER: MBMA

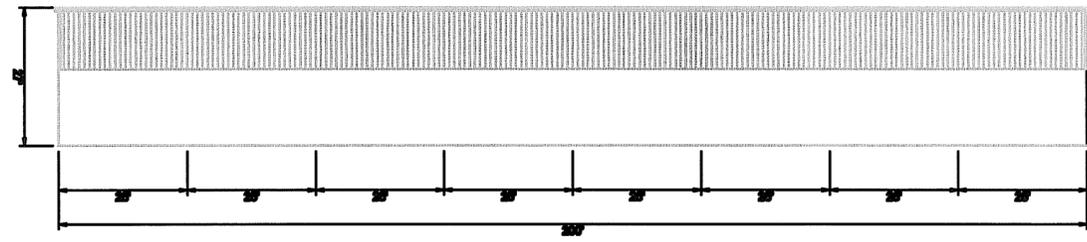
The engineer whose seal appears hereon is an employee for the manufacturer for the materials described herein. Said seal or certification is limited to the products designed and manufactured by manufacturer only. The undersigned engineer is not the overall engineer of record for this project.

For Construction Permit:
For Approvals:

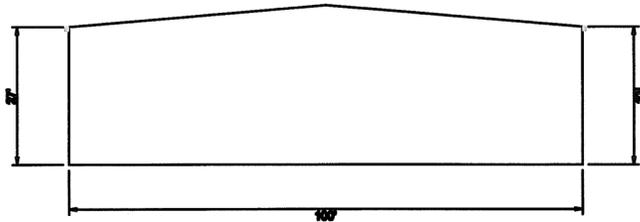
Front Wall



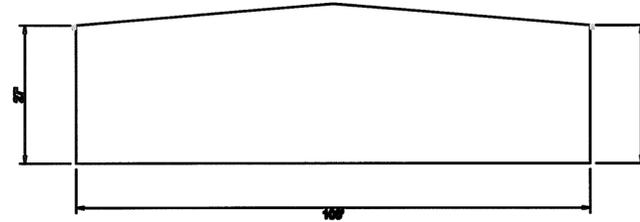
Back Wall



Left Wall



Right Wall



ARCHITECTURAL - (A) Southwest Steel

P.O. BOX 64910
OKLAHOMA CITY, OK 73143
(405) 856-2010

STAR
BUILDING SYSTEMS, INC.

Builder:
Image Building Systems
16573 N 82nd Street - Suite 110
Scottsdale, AZ 85260

Customer:
Southwest Steel
El Mirage, AZ

For Construction Permit
 For Erector Installation

For Approval
 For Approval

Scale: **NOT TO SCALE**

VERSION	PAPER SIZE
SBS 10.5E	22x34

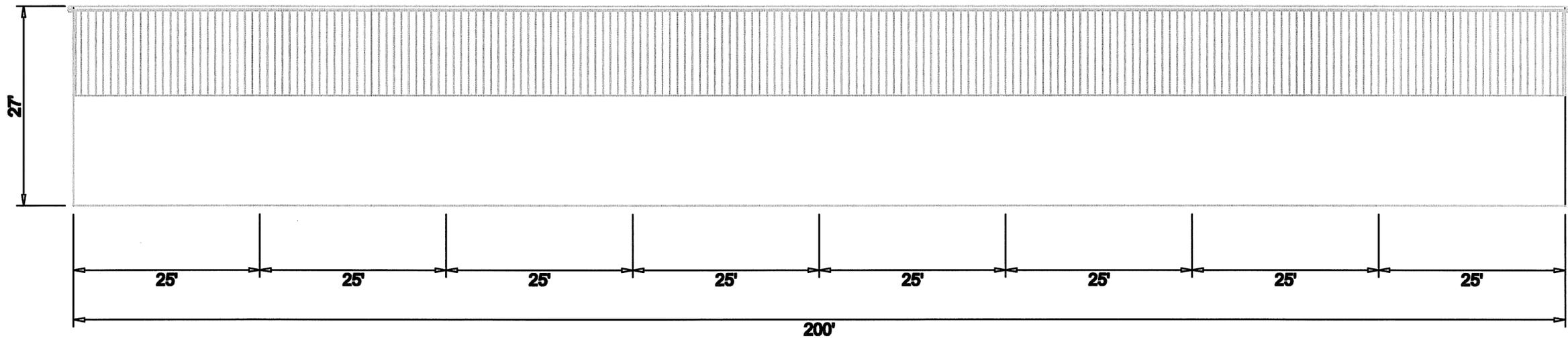
ESTIMATOR	DATE
dw	3/2/015

JOB NAME
Southwest Steel

MEMBER



The engineer whose seal appears hereon is an employee for the manufacturer for the materials described herein. Said seal or certification is limited to the products designed and manufactured by manufacturer only. The undersigned engineer is not the overall engineer of record for this project.



BACK ARCHITECTURAL - (A) Southwest Steel

P.O. BOX 94910
OKLAHOMA CITY, OK 73143
(405) 638-2010

STAR
BUILDING SYSTEMS

Builder: Image Building Systems
16573 N 92nd Street, Suite 110
Scottsdale, AZ 85260

Customer: Southwest Steel
El Mirage, AZ

CONTACT: COUNTY: Maricopa

Drawing Status: For Review For Approval

For Construction Permit: For Erector Installation

Scale: **NOT TO SCALE**

VERSION: **SBS 10.5E** PAPER SIZE: 22x34

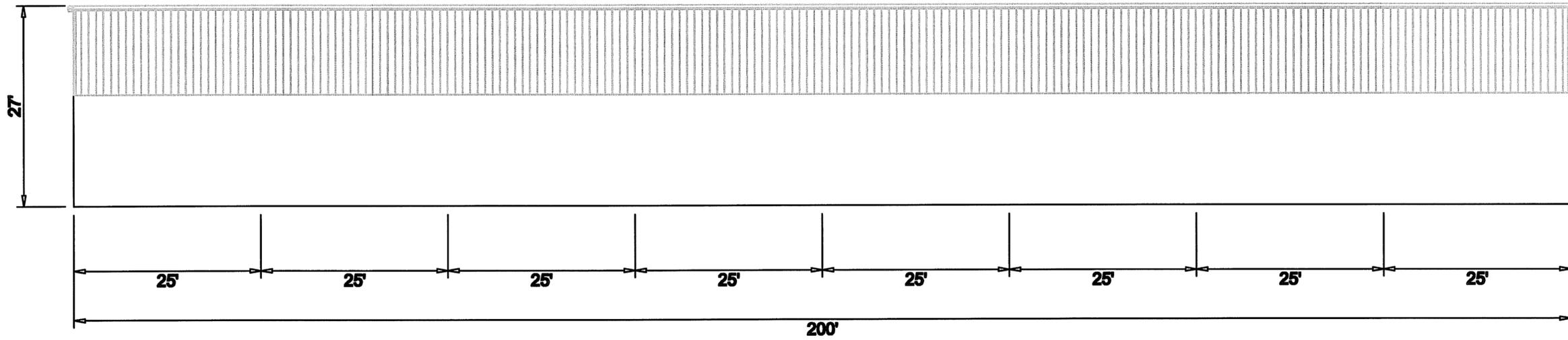
ESTIMATOR: dw DATE: 3/2/015

JOB NAME: Southwest Steel

MEMBER



The engineer whose seal appears hereon is an employee for the manufacturer for the materials described herein. Said seal or certification is limited to the products designed and manufactured by manufacturer only. The undersigned engineer is not the overall engineer of record for this project.



FRONT ARCHITECTURAL - (A) Southwest Steel

P.O. BOX 94910
OKLAHOMA CITY, OK 73143
(405) 686-2010

STAR
FULL SERVICE CONTRACTORS

Builder:
Image Building Systems
16572 N 92nd Street, Suite 110
Scottsdale, AZ 85260

Customer:
Southwest Steel
El Mirage, AZ

CONTACT:
COUNTY: Maricopa

Drawing Status:
 Preliminary
 For Approval

For Construction Permit
 For Erector Installation

Scale: NOT TO SCALE

VERSION	PAPER SIZE
SBS 10.5E	22x34

ESTIMATOR	DATE
dw	3/2/015

JOB NAME:
Southwest Steel



The engineer whose seal appears hereon is an employee for the manufacturer for the materials described herein. Said seal or certification is limited to the products designed and manufactured by manufacturer only. The undersigned engineer is not the overall engineer of record for this project.

FIRST AMERICAN TITLE

Unofficial
Document

When recorded mail to:

Mr. Craig Moyes
5955 W. Wells Park Rd.
West Jordan, UT 84088

14
Ga

Escrow No. 226-100-1413412

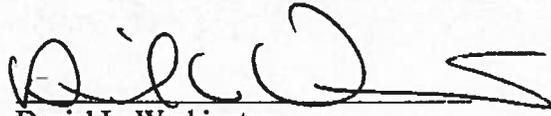
GENERAL WARRANTY DEED

292

Daniel L. Washington, ^{also known as Daniel Lee Washington and Daniel Washington} GRANTOR, in consideration of One Million Three Hundred Seventeen Thousand Six Hundred Ninety and No/100 Dollars (\$1,317,690.00) and other valuable consideration received from GRANTEE, Craig Moyes,*hereby conveys to GRANTEE, fee simple title in the real property, together with all improvements and appurtenances thereon, situated in Maricopa County, Arizona, commonly known as 10211 North El Mirage Road, El Mirage, Arizona, and more specifically described in the attached Exhibit A. Such conveyance is made free and clear of all liens, except for those covenants, conditions, restrictions, reservations, rights-of-way, and easements of record reflected on Exhibit B hereto. GRANTOR warrants GRANTEE'S title to the foregoing property against all persons whomsoever.

*an unmarried man

Executed: June 28, 2002


Daniel L. Washington,
Grantor

STATE OF ARIZONA)
) ss
COUNTY OF MARICOPA)

The foregoing instrument was acknowledged before me this 28 day of June, 2002, by

Daniel L. Washington.


Notary Public



EXHIBIT A

Legal Description

PARCEL NO. 1:

A portion of the Northwest quarter of the Northwest quarter of Section 25, Township 3 North, Range 1 West, Gila and Salt River Base and Meridian, Maricopa County, Arizona, having a boundary more particularly described as follows:

COMMENCING at the Northwest corner of said Section 25, being a 3-inch Brass Cap at the Centerline intersection of Peoria Avenue and El Mirage Road; Thence North 89 degrees 52 minutes 21 seconds East along the Centerline of Peoria Avenue, a distance of 1,280.93 feet; Thence South 00 degrees 40 minutes 31 seconds East a distance of 510.62 feet; Thence South 01 degrees 02 minutes 00 seconds East a distance of 238.81 feet to the Northeast corner of this parcel and the TRUE POINT OF BEGINNING; Thence South 89 degrees 53 minutes 49 seconds West a distance of 660.69 feet to the Northwest corner of this parcel; Thence South 01 degrees 11 minutes 55 seconds East a distance of 238.74 feet to the Southwest corner of this parcel; Thence North 89 degrees 54 minutes 18 seconds East a distance of 660.00 feet to the Southeast corner of this parcel; Thence North 01 degrees 2 minutes 11 seconds West a distance of 238.80 feet to the TRUE POINT OF BEGINNING.

PARCEL NO. 2:

That certain piece or parcel of land situated, ^{Unofficial Document} ~~being~~ ^{filed with} being in the South half of the Northwest quarter of the Northwest quarter of Section 25, Township 3 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, having a boundary more particularly described as follows:

BEGINNING at the Northwest corner of said Section 25 which is a brass cap on the centerline of El Mirage Road; Thence South 0 degrees 39 minutes 33 seconds East along said centerline 1,317.48 feet to the Southwest corner of the Northwest quarter of the Northwest quarter of said Section 25; Thence North 89 degrees 54 minutes 18 seconds East 33.00 feet along the South line of said Northwest quarter of the Northwest quarter to a point on the easterly right-of-way of said El Mirage Road and the TRUE POINT OF BEGINNING; Thence continuing along said South line North 89 degrees 54 minutes 18 seconds East 1,247.97 feet to the West line of the parcel of land described in instrument recorded in Document No. 86378741, Records of Maricopa County, Arizona; Thence North 0 degrees 05 minutes 42 seconds West along said West line, 330.00 feet; Thence South 89 degrees 54 minutes 18 seconds West 660.00 feet; Thence South 0 degrees 05 minutes 42 seconds East 295.00 feet to a point; Thence South 89 degrees 54 minutes 18 seconds West 588.31 feet to a point on the easterly right-of-way of said El Mirage Road; Thence South 0 degrees 39 minutes 33 seconds East along said right-of-way 35.00 feet to the TRUE POINT OF BEGINNING.

EXHIBIT B

Exceptions

1. Taxes for the full year of 2002. (The first half is due October 1, 2002 and is delinquent November 1, 2002. The second half is due March 1, 2003 and is delinquent May 1, 2003.)
2. 2001 taxes, delinquent plus penalties and interest.
3. Reservations contained in the Patent from the United States of America, reading as follows:

Subject to any vested and accrued water rights for mining, agricultural, manufacturing, or other purposes, and rights to ditches and reservoirs used in connection with such water rights as may be recognized and acknowledged by the local customs, laws and decisions of courts; and there is reserved from the lands hereby granted, a right of way thereon for ditches or canals constructed by the authority of the United States of America.

4. Any charge upon said land by reason of its inclusion in McMicken Irrigation District. (All assessments due and payable are paid.)
5. Water rights, claims or title to water, whether or not shown by the public records.
6. An easement for ingress and egress and incidental purposes, recorded as 86-378740 of Official Records.
7. An easement for noise and odor and incidental purposes, recorded as 86-628110 of Official Records.
Unofficial Document
8. The terms, conditions and provisions contained in the document entitled "Agreement for Assignment of Cap Water" recorded November 21, 1995 as 95-0716457 of Official Records.
9. An easement for telecommunications facilities and incidental purposes, recorded as 97-0625875 of Official Records.
10. An easement for telecommunications facilities and incidental purposes, recorded as 98-0024851 of Official Records.
11. A Deed of Trust to secure an indebtedness of \$None Shown, and any other amounts or obligations secured thereby, recorded May 23, 2001 as 2001-0441131 of Official Records.
Dated: May 18, 2002
Trustor: Daniel Lee Washington, a divorced man
Trustee: Bank One, Arizona, NA, a national banking association
Beneficiary: Bank One, Arizona, NA

A document recorded May 24, 2002 as 2002-0533412 of Official Records provides that Scott Cohen was substituted as trustee in the Deed of Trust.

The beneficial interest in the Deed of Trust was assigned to SME Industries, Inc. by Assignment recorded May 22, 2002 as 2002-0524262 of Official Records.

(Affects Parcel No. 1)

12. A financing statement recorded May 23, 2001 as 2001-0441132 of Official Records.
Debtor: Lee Fabricating, Inc., an Arizona corporation
Secured Party: Bank One, Arizona, NA

Commercial code financing statement recorded May 23, 2002 as 2002-0527654 of Official Records, assigning interest of the secured party to SME Industries, Inc.

(Affects Parcel No. 1)

13. A Deed of Trust to secure an indebtedness of \$None Shown, and any other amounts or obligations secured thereby, recorded May 23, 2001, as 2001-0441133 of Official Records.
Dated: May 18, 2001
Trustor: Daniel Washington, an unmarried man
Trustee: Bank One, Arizona, NA, a national banking association
Beneficiary: Bank One, Arizona NA

A document recorded May 24, 2002 as 2002-0533411 of Official Records provides that Scott Cohen was substituted as trustee in the Deed of Trust.

The beneficial interest in the Deed of Trust was assigned to SME Industries, Inc., an Nevada corporation by Assignment recorded May 22, 2002 as 2002-0524261 of Official Records.

(Affects Parcel No. 2)

14. A financing statement recorded May 23, 2001 as 2001-0441134 of Official Records.
Debtor: Lee Fabricating, Inc., ^{Official Document} ~~an Arizona~~ corporation
Secured Party: Bank One, Arizona NA

Commercial code financing statement recorded May 23, 2002 as 2002-0527655 of Official Records, assigning interest of the secured party to SME Industries, Inc.

(Affects Parcel No. 2)

15. An unrecorded lease executed by Lee Fabricating, Inc., as Lessee, as disclosed to Company.
16. Any facts, rights, interests or claims that would be disclosed by a correct ALTA/ACSM survey.

FIRST AMERICAN TITLE

Unofficial
20 Document

When recorded mail to:

Mr. Craig Moyes
5955 W. Wells Park Rd.
West Jordan, UT 84088

14
G2

Escrow No. 226-100-1413412

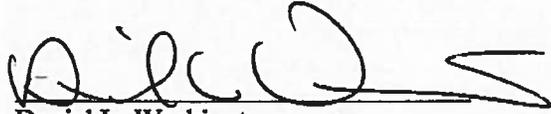
GENERAL WARRANTY DEED

292

also known as Daniel Lee Washington and Daniel Washington
Daniel L. Washington, GRANTOR, in consideration of One Million Three Hundred
Seventeen Thousand Six Hundred Ninety and No/100 Dollars (\$1,317,690.00) and other
valuable consideration received from GRANTEE, Craig Moyes,*hereby conveys to GRANTEE,
fee simple title in the real property, together with all improvements and appurtenances thereon,
situated in Maricopa County, Arizona, commonly known as 10211 North El Mirage Road, El
Mirage, Arizona, and more specifically described in the attached Exhibit A. Such conveyance is
made free and clear of all liens, except for those covenants, conditions, restrictions, reservations,
rights-of-way, and easements of record reflected on Exhibit B hereto. GRANTOR warrants
GRANTEE'S title to the foregoing property against all persons whomsoever.

*an unmarried man

Executed: June 28, 2002


Daniel L. Washington,
Grantor

STATE OF ARIZONA)
) ss
COUNTY OF MARICOPA)

The foregoing instrument was acknowledged before me this 28 day of June, 2002, by

Daniel L. Washington.


Notary Public



EXHIBIT A

Legal Description

PARCEL NO. 1:

A portion of the Northwest quarter of the Northwest quarter of Section 25, Township 3 North, Range 1 West, Gila and Salt River Base and Meridian, Maricopa County, Arizona, having a boundary more particularly described as follows:

COMMENCING at the Northwest corner of said Section 25, being a 3-inch Brass Cap at the Centerline intersection of Peoria Avenue and El Mirage Road; Thence North 89 degrees 52 minutes 21 seconds East along the Centerline of Peoria Avenue, a distance of 1,280.93 feet; Thence South 00 degrees 40 minutes 31 seconds East a distance of 510.62 feet; Thence South 01 degrees 02 minutes 00 seconds East a distance of 238.81 feet to the Northeast corner of this parcel and the TRUE POINT OF BEGINNING; Thence South 89 degrees 53 minutes 49 seconds West a distance of 660.69 feet to the Northwest corner of this parcel; Thence South 01 degrees 11 minutes 55 seconds East a distance of 238.74 feet to the Southwest corner of this parcel; Thence North 89 degrees 54 minutes 18 seconds East a distance of 660.00 feet to the Southeast corner of this parcel; Thence North 01 degrees 2 minutes 11 seconds West a distance of 238.80 feet to the TRUE POINT OF BEGINNING.

PARCEL NO. 2:

That certain piece or parcel of land situated, ^{Unofficial Document} being in the South half of the Northwest quarter of the Northwest quarter of Section 25, Township 3 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, having a boundary more particularly described as follows:

BEGINNING at the Northwest corner of said Section 25 which is a brass cap on the centerline of El Mirage Road; Thence South 0 degrees 39 minutes 33 seconds East along said centerline 1,317.48 feet to the Southwest corner of the Northwest quarter of the Northwest quarter of said Section 25; Thence North 89 degrees 54 minutes 18 seconds East 33.00 feet along the South line of said Northwest quarter of the Northwest quarter to a point on the easterly right-of-way of said El Mirage Road and the TRUE POINT OF BEGINNING; Thence continuing along said South line North 89 degrees 54 minutes 18 seconds East 1,247.97 feet to the West line of the parcel of land described in instrument recorded in Document No. 86378741, Records of Maricopa County, Arizona; Thence North 0 degrees 05 minutes 42 seconds West along said West line, 330.00 feet; Thence South 89 degrees 54 minutes 18 seconds West 660.00 feet; Thence South 0 degrees 05 minutes 42 seconds East 295.00 feet to a point; Thence South 89 degrees 54 minutes 18 seconds West 588.31 feet to a point on the easterly right-of-way of said El Mirage Road; Thence South 0 degrees 39 minutes 33 seconds East along said right-of-way 35.00 feet to the TRUE POINT OF BEGINNING.

EXHIBIT B

Exceptions

1. Taxes for the full year of 2002. (The first half is due October 1, 2002 and is delinquent November 1, 2002. The second half is due March 1, 2003 and is delinquent May 1, 2003.)
2. 2001 taxes, delinquent plus penalties and interest.
3. Reservations contained in the Patent from the United States of America, reading as follows:

Subject to any vested and accrued water rights for mining, agricultural, manufacturing, or other purposes, and rights to ditches and reservoirs used in connection with such water rights as may be recognized and acknowledged by the local customs, laws and decisions of courts; and there is reserved from the lands hereby granted, a right of way thereon for ditches or canals constructed by the authority of the United States of America.

4. Any charge upon said land by reason of its inclusion in McMicken Irrigation District. (All assessments due and payable are paid.)
5. Water rights, claims or title to water, whether or not shown by the public records.
6. An easement for ingress and egress and incidental purposes, recorded as 86-378740 of Official Records.
7. An easement for noise and odor and incidental purposes, recorded as 86-628110 of Official Records.
Unofficial Document
8. The terms, conditions and provisions contained in the document entitled "Agreement for Assignment of Cap Water" recorded November 21, 1995 as 95-0716457 of Official Records.
9. An easement for telecommunications facilities and incidental purposes, recorded as 97-0625875 of Official Records.
10. An easement for telecommunications facilities and incidental purposes, recorded as 98-0024851 of Official Records.
11. A Deed of Trust to secure an indebtedness of \$None Shown, and any other amounts or obligations secured thereby, recorded May 23, 2001 as 2001-0441131 of Official Records.
Dated: May 18, 2002
Trustor: Daniel Lee Washington, a divorced man
Trustee: Bank One, Arizona, NA, a national banking association
Beneficiary: Bank One, Arizona, NA

A document recorded May 24, 2002 as 2002-0533412 of Official Records provides that Scott Cohen was substituted as trustee in the Deed of Trust.

The beneficial interest in the Deed of Trust was assigned to SME Industries, Inc. by Assignment recorded May 22, 2002 as 2002-0524262 of Official Records.

(Affects Parcel No. 1)

12. A financing statement recorded May 23, 2001 as 2001-0441132 of Official Records.
Debtor: Lee Fabricating, Inc., an Arizona corporation
Secured Party: Bank One, Arizona, NA

Commercial code financing statement recorded May 23, 2002 as 2002-0527654 of Official Records, assigning interest of the secured party to SME Industries, Inc.

(Affects Parcel No. 1)

13. A Deed of Trust to secure an indebtedness of \$None Shown, and any other amounts or obligations secured thereby, recorded May 23, 2001, as 2001-0441133 of Official Records.
Dated: May 18, 2001
Trustor: Daniel Washington, an unmarried man
Trustee: Bank One, Arizona, NA, a national banking association
Beneficiary: Bank One, Arizona NA

A document recorded May 24, 2002 as 2002-0533411 of Official Records provides that Scott Cohen was substituted as trustee in the Deed of Trust.

The beneficial interest in the Deed of Trust was assigned to SME Industries, Inc., an Nevada corporation by Assignment recorded May 22, 2002 as 2002-0524261 of Official Records.

(Affects Parcel No. 2)

14. A financing statement recorded May 23, 2001 as 2001-0441134 of Official Records.
Debtor: Lee Fabricating, Inc., ^{Unofficial Document} ~~an Arizona~~ corporation
Secured Party: Bank One, Arizona NA

Commercial code financing statement recorded May 23, 2002 as 2002-0527655 of Official Records, assigning interest of the secured party to SME Industries, Inc.

(Affects Parcel No. 2)

15. An unrecorded lease executed by Lee Fabricating, Inc., as Lessee, as disclosed to Company.
16. Any facts, rights, interests or claims that would be disclosed by a correct ALTA/ACSM survey.

Preliminary
Drainage Report
SOUTHWEST STEEL

10211 E. EL MIRAGE ROAD
El Mirage, Arizona 85335



Prepare By
Keogh Engineering, Inc.
14150 W. McDowell Road
Goodyear, Arizona 85395
623-535-7260
JOB NO. 20916

TABLE OF CONTENTS

Cover Sheet i
Table of Contents ii

1.0 SITE DESCRIPTION 1

2.0 OFFSITE DRAINAGE 1

3.0 ONSITE DRAINAGE 1

3.1 Retention 1

3.2 Site Outfall 2

4.0 METHODOLOGY 2

5.0 CONCLUSION 2

FIGURES

- Vicinity Map
- FEMA Insurance Rate Map
- Exhibit "A" Offsite Runoff
- Exhibit "B" Onsite Plan



APPENDICES

- APPENDIX A Retention Calculations**
- APPENDIX B F.C.D.M.C. C Coefficient Table**

1.0 SITE DESCRIPTION

This site is located on El Mirage Road approximately 1300 feet south of Peoria Avenue, El Mirage, Arizona. The address for the site is 10211 E. El Mirage Road.

The site currently consists of 396,023 s.f. or 9.091 acres with several existing structures (shop, shade structure and paint booth). This project consist of a new 20, 000 s.f. shop. The site does not receive offsite runoff. This was confirmed by visual inspection of adjacent properties.

2.0 OFFSITE DRAINAGE

Offsite runoff from the west is blocked by an existing wall along the property line and contained in a retention basin, runoff from the north is captured by an existing ditch and conveyed east and does not enter the site, runoff from the east flows easterly, and runoff from the south flows south and away from the site.

3.0 ONSITE DRAINAGE

3.1 Site Outfall

Onsite runoff currently flows southerly to the ditch along the south property line which outfalls to an existing culvert at the southeast corner of the property. The site has no retention.

3.2 Retention

The site will provide Pre- and Post (existing conditions vs. proposed conditions) retention (see Appendix A for calculations). This is a requirement for the construction of the new 20,000 s.f. fabrication shop.

4.0 METHODOLOGY

This report was prepared in accordance with the current versions of the Maricopa County Drainage Policies and Standards and Drainage Design Manuals for Maricopa County, Volume I-Hydrology and Volume 2-Hydraulics, Section 1205 of the Maricopa County Zoning Ordinance.

5.0 CONCLUSION

- All offsite runoff is either retained offsite or captured and diverted from entering the site.
- The FF of 1097.50 of the proposed shop is free from inundation from the 100-year storm event.
- Pre vs. Post retention is provided along the south boundary of the site.

"SOUTHWEST STEEL"

FIGURES

VICINITY MAP

FEMA INSURANCE RATE MAP

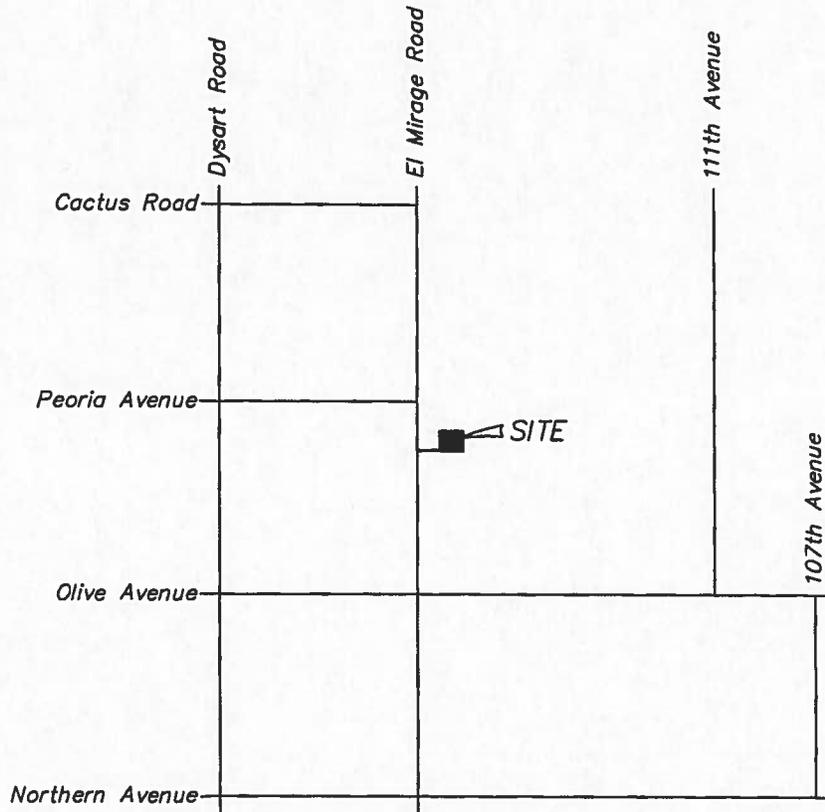
PREPARED FOR:

'SOUTHWEST STEEL'

BY: RMV

DATE: 6-18-15

JOB NO. JOB NO. 20916



AutoCad Version: 16.0
Login Name: RUDY

Plot Date / Time: 10/17/07 08:43am
Full File Path: L:\19851\Swenson Ranch\Water Report\Vicinity Map 19851.dwg
Layout Name: Vicinity Map



APN #501-45-017W
APN #501-45-017Q

Drainage Report
FOR
"SOUTHWEST STEEL"
VICINITY MAP

JOB NO. 20916

Fig. 1

"SOUTHWEST STEEL"

EXHIBITS

**Exhibit "A"
Existing Condition**

**Exhibit "B"
Onsite Plan**

PREPARED FOR:

'SOUTHWEST STEEL'

BY: RMV

DATE: 6-18-15

JOB NO. JOB NO. 20916



APN #501-45-017W
 APN #501-45-017Q



1" = 400'

Drainage Report
 FOR
 "SOUTHWEST STEEL"
EXHIBIT "A"
 EXISTING CONDITION
 with OFFSITE RUNOFF

JOB NO. 20916

AutoCad Version: 18.0
 LogIn Name: RUDY

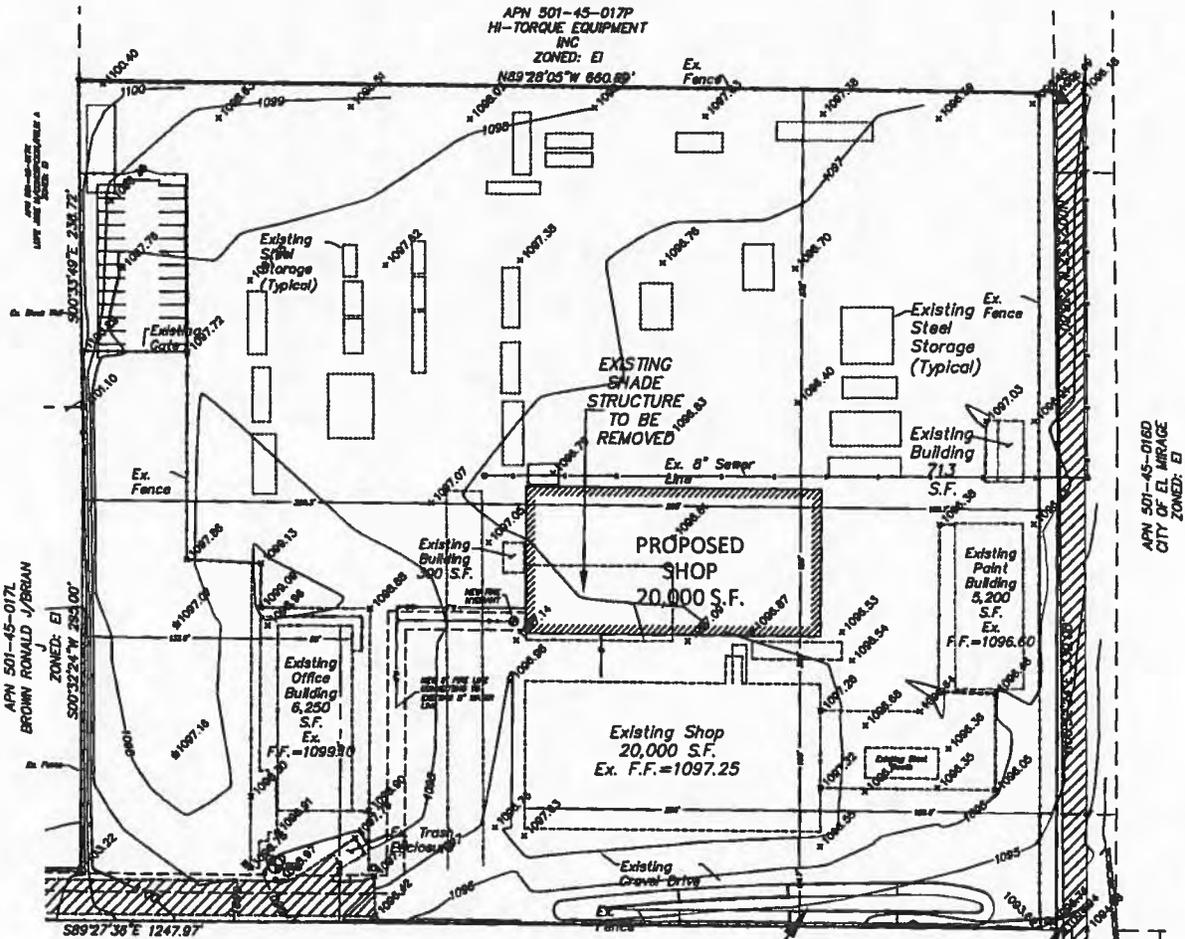
Plot Date / Time: 10/17/07 08:43am
 Layout Name: L:\18051 Swenson Ranch\Water Report\Visibility Map 18051.dwg

PREPARED FOR:

'SOUTHWEST STEEL'

BY: RMV

DATE: 6-18-15 JOB NO. 20916



PROPOSED RETENTION

HISTORICAL OUTFALL



Drainage Report
FOR
'SOUTHWEST STEEL'
EXHIBIT "B"
POST-CONDITION

APN #501-45-017W
APN #501-45-017Q

JOB NO. 20916

Plot Date / Time: 10/17/07 08:43am
 Full File Path: L:\19651 Swanson Ranch\Water Report\Vicinity Map 19651.dwg
 Layout Name: Vicinity Map 19651.dwg
 AutoCad Version: 16.0
 Login Name: RUDY

"SOUTHWEST STEEL"

APPENDIX A

Pre vs. Post
Retention Calculations

PREPARED FOR:

'SOUTHWEST STEEL'

BY: RMV

DATE: 6-18-15

JOB NO. JOB NO. 20916

PRELIMINARY PRE VS POST RETENTION CALCULATIONS

$$\Sigma C \text{ Existing} = 0.45$$

$$\Sigma C \text{ Proposed} = 0.60$$

$$\begin{aligned} \text{Volume Required} &= \Sigma C \text{ Existing vs. } \Sigma C \text{ Proposed} \\ &\quad \times \frac{2.4}{12} \times 396,023 \end{aligned}$$

$$= 0.15 \times \frac{2.4}{12} \times 396,023$$

$$= 11,880 \text{ c.f.}$$

$$\text{Volume to be provided} = 12,000 \text{ c.f.}$$

Drainage Report
FOR
"SOUTHWEST STEEL"
RETENTION
REQUIREMENTS

JOB NO. 20916

"SOUTHWEST STEEL"

APPENDIX B

Drainage Design Manual for Maricopa County
C Coefficients Table 3.2

Table 3.2
C Coefficients for Use with the Rational Method

Land Use	Return Period			
	2-10 Year	25 Year	50 Year	100 Year
Streets and Roads				
Paved Roads	0.75 – 0.85	0.83 – 0.94	0.90 – 0.95	0.94 – 0.95
Gravel Roadways & Shoulders	0.60 – 0.70	0.66 – 0.77	0.72 – 0.84	0.75 – 0.88
Industrial Areas				
Heavy	0.70 – 0.80	0.77 – 0.88	0.84 – 0.95	0.88 – 0.95
Light	0.60 – 0.70	0.66 – 0.77	0.72 – 0.84	0.75 – 0.88
Business Areas				
Downtown	0.75 – 0.85	0.83 – 0.94	0.90 – 0.95	0.94 – 0.95
Neighborhood	0.55 – 0.65	0.61 – 0.72	0.66 – 0.78	0.69 – 0.81
Residential Areas				
Lawns – Flat	0.10 – 0.25	0.11 – 0.28	0.12 – 0.30	0.13 – 0.31
– Steep	0.25 – 0.40	0.28 – 0.44	0.30 – 0.48	0.31 – 0.50
Suburban	0.30 – 0.40	0.33 – 0.44	0.36 – 0.48	0.38 – 0.50
Single Family	0.45 – 0.55	0.50 – 0.61	0.54 – 0.66	0.56 – 0.69
Multi-Unit	0.50 – 0.60	0.55 – 0.66	0.60 – 0.72	0.63 – 0.75
Apartments	0.60 – 0.70	0.66 – 0.77	0.72 – 0.84	0.75 – 0.88
Parks/Cemetaries	0.10 – 0.25	0.11 – 0.28	0.12 – 0.30	0.13 – 0.31
Playgrounds	0.40 – 0.50	0.44 – 0.55	0.48 – 0.60	0.50 – 0.63
Agricultural Areas	0.10 – 0.20	0.11 – 0.22	0.12 – 0.24	0.13 – 0.25
Bare Ground	0.20 – 0.30	0.22 – 0.33	0.24 – 0.36	0.25 – 0.38
Undeveloped Desert	0.30 – 0.40	0.33 – 0.44	0.36 – 0.48	0.38 – 0.50
Mountain Terrain (Slopes > 10%)	0.60 – 0.80	0.66 – 0.88	0.72 – 0.95	0.75 – 0.95

Note: Values of C for 25, 50 and 100 Year were derived using frequency adjustment factors of 1.10, 1.20, and 1.25, respectively, with an upper limit of 0.95 for C to the 2-10 Year values.

Arizona Flow Testing LLC

HYDRANT FLOW TEST REPORT

Project Name: Southwest Steel
Project Address: 10221 North El Mirage Road, El Mirage, Arizona 85335
Client Project No: Not Provided
Arizona Flow Testing Project No.: 15039
Date flow test conducted: April 8, 2015
Time flow test conducted: 8:00 AM
Data is current and reliable until: October 8, 2015
Conducted by: Floyd Vaughan—Arizona Flow Testing, LLC (480-250-8154)
Witnessed by: Paul Schechter – El Mirage Fire Dept. (623-251-3506)

Raw Test Data

Static Pressure: **76.0 PSI**
(Measured in pounds per square inch)

Residual Pressure: **50.0 PSI**
(Measured in pounds per square inch)

Pitot Pressure: **22.0 PSI**
(Measured in pounds per square inch)

Diffuser Orifice Diameter: **One (4 inch)**
(Measured in inches)

Coefficient of Diffuser: .90

Flowing GPM: **2,015 GPM**
(Measured in gallons per minute)

GPM @ 20 PSI: **3,050 GPM**

Data with 10 % Safety Factor

Static Pressure: **68.4 PSI**
(Measured in pounds per square inch)

Residual Pressure: **42.4 PSI**
(Measured in pounds per square inch)

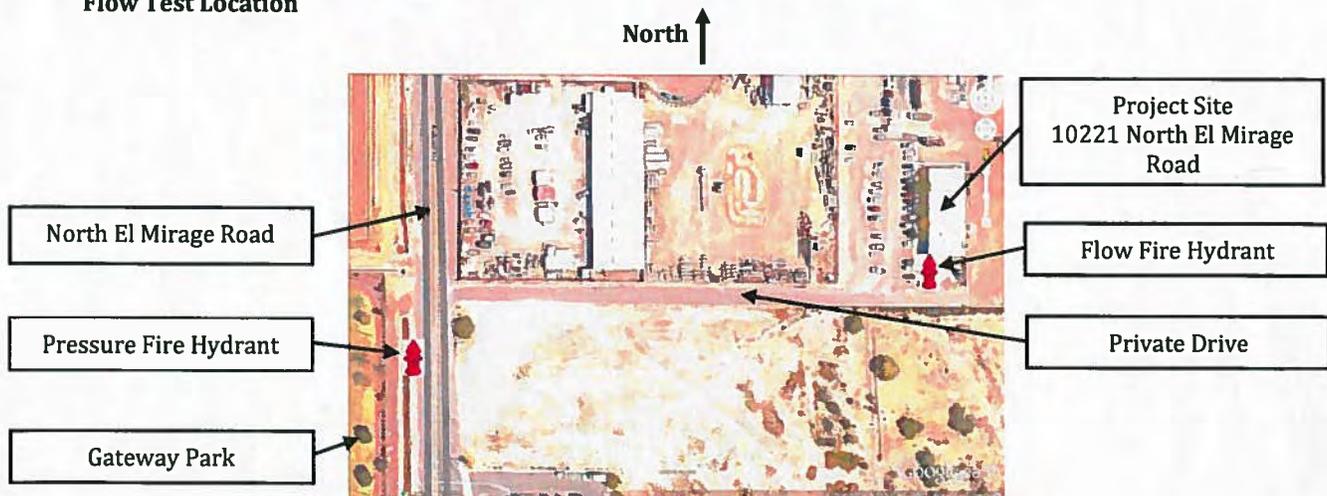
Distance between hydrants: 895 Feet

Main size: Not Provided

Flowing GPM: **2,015 GPM**

GPM @ 20 PSI: **2,819 GPM**

Flow Test Location



Search

Basemap

Imagery

Address

200'-0"

40'-11-15/16"

New Building

100'-0"

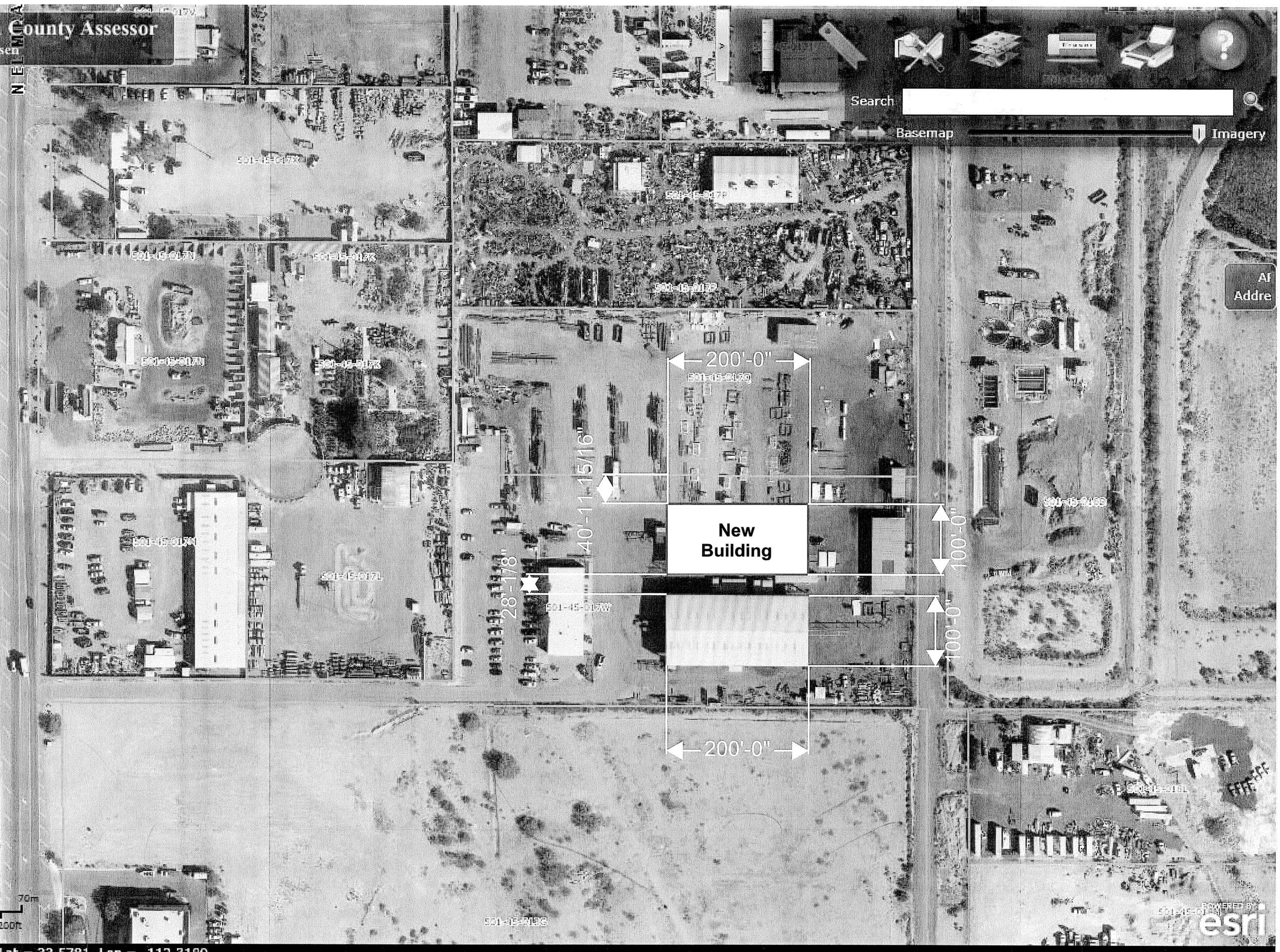
100'-0"

200'-0"

70m
200ft

Lat = 33.5781, Lon = -112.3189

POWERED BY
esri





COMMISSION REQUEST REVIEW

July 14, 2015

APPLICANT INFORMATION

Case: PZ15-06-02
Owner: Southwest Steel
Agent: Fred Elmen, Southwest Steel & Dennis Keogh, Keogh Engineering
Request (s): Major Site Plan Amendment

PROPERTY INFORMATION

Parcel(s): 501-45-017Q & 501-45-017W
Address: 10211 N. El Mirage Road
Property History: N/A
Land Area: 9.07 ac.
Building Area: Existing building: 32,774 Sq. Ft.

ZONING / LAND USES

Existing Zoning: EI Employment/Industry
Proposed Zoning: EI Employment/Industry
Noise Zone: 65-70 db ldn & 70-74 db ldn
Flood Zone: N/A

SURROUNDING PROPERTY

North: Industrial Use
East: Civil Services
South: Vacant
West: Industrial Use

COMMUNITY SERVICES

Water: City of El Mirage
Sewer: City of El Mirage
Electric: APS
Police: City of El Mirage – 0.3 miles
Fire: City of El Mirage – 2.3 miles

ACCESS

Road: El Mirage Road & 121th Avenue
Class: Arterial Street & Collector Street
Improvements: Paved Residential and Paved 2-lane
Condition: Good

SCHOOLS

District: Dysart Unified School District
Elementary: Luke Elementary
High School: Dysart High School

STAFF REPORT

Compliance with General Plan:

The General Plan designates this site as part of Commerce/Industry Park planning area. A manufacturing facility is compatible with the General Plan. The proposed expansion will require a Major Site plan Amendment.

Considerations:

Southwest Steel has been operating in the City of El Mirage for several years, prior to that the facility was operated by Southwest Stairs and Lee Fabrications. The original rezoning and site plan was approved by Council in 1991. In 1998 Lee Fabrications submitted a site plan amendment, but it was never presented to the Planning and Zoning Commission and City Council for approval. Southwest Steel has now submitted an application to the City requesting a Major Site Plan Amendment to expand their operation.

Currently Southwest Steel has approximately 33,500 square feet under roof and employs about sixty (60) employees. Adding an additional 20,000 square feet will bring the total lot coverage to 53,500 square feet and they will be able to double the number of employees to 120.

Southwest Steel fabricates structural steel, miscellaneous steel, railings, and metal stair products at its two locations in Henderson, Nevada, and El Mirage, Arizona. Southwest Steel has been serving the needs of general contractors, architects, owners, and developers since 1998. During this time frame, Southwest Steel has become an industry leader in both conventional building practices and design build applications.

Southwest Steel has serviced many projects throughout the western states such as the LAX Bradley West Gates terminal in Los Angeles, McCarran International Airport renovation and The CityCenter complex in Las Vegas, Levi's Stadium in Santa Clara, the Dodgers Stadium renovation in Los Angeles, and many more.

Recommendations:

City Staff has reviewed and has no objections to the proposal, and recommends approval of the Major Site Plan Amendment with the following stipulations.

Stipulations:

1. Attached comments from the Technical Advisory Committee members shall be addressed during the building permit review process.

July 14, 2015

Fred Elmen – Operations Manager, Southwest Steel

Regarding: Southwest Steel Major Site Plan Amendment

Dear Mr. Elmen

Thank you for the opportunity to conduct a review of your proposed site improvements. Please see the Technical Advisory Committee review comments below.

Planning & Zoning

1. Planning & Zoning staff shall approve the method of screening for the outdoor workspace and storage yard from 121st Avenue.
2. A Final Plat and Dedication of Public Easement will be required to be approved by City Council and Recorded by the Maricopa County Recorder's Office.

Engineering

3. The Project Narrative states that the proposed site provides the potential to work a morning and evening shift. Does Southwest Steel anticipate going to two shifts? What are the current work hours?
4. The legal description on the Site Plan does not match the bearing and distances shown on the plan itself.
5. Final Drainage Calculations will be required and must include the following:
 - a. Runoff coefficient calculations using the values provided in City of El Mirage Code Section 155.054 must be used.
 - b. Provide dry up calculations, using Equations 9.2 and 9.3 from the MCFCD Drainage Design Manual – Hydraulics dated August 15, 2013.
6. Provide drainage arrows that show where the storm water within the site will flow.
7. Provide HWL and bottom elevations of basin and show side slopes.
8. Construction Plans will need to show any existing and proposed easements on the property including those presented in Exhibit B of the Deed.
9. All utilities, including gas, telephone and cable, need to be shown on the plans.
10. On-site sanitary sewer shown as 6-inch but called out as 8-inch. Which is correct?
11. The existing 300 sf building to be relocated cannot be placed over the sanitary sewer line.
12. Final location and type of backflow preventer will have to be reviewed and approved by the Public Works Department.
13. The easement for the water line must be 20' wide.
14. The proposed fire hydrant shall adhere to COEM details.
15. Service taps are prohibited on any line which is designed to service fire sprinkler systems.
16. Water valves are required every 500 feet. Determine if the water line extension requires an additional valve.
17. The proposed parking lot must be paved and shall include concrete curb and lighting.

Fire Building and Public Safety

18. The installation of the paint booth has created access problems for emergency responders, specifically fire. The fire truck requires a specific amount of space to turn around if access around the site is not possible. The paint booth, along with the proposed canopy, creates a dead end at the east side of the property. A 'dead end' cannot exceed 75 feet in length. Fire trucks cannot back up so it is important to have proper maneuverability on the site. See attached paper for maneuvering space requirements. A second gate on the north end of the property would be one solution.
19. The new canopy will need to be fully sprinklered with alarm notification.
20. It is not clear where private hydrants are located on the site (if any). There may be need to install standpipes at the new canopy if a hydrant is not located within 150 feet of any part of the structure.
21. There must be restrooms provided for the added employees. One fixture (toilet) is required for every 100 male and female employees.

Please feel free to contact our office via phone or email if you have any questions regarding this matter.

Sincerely,

Jose A. Macias, Development Services Coordinator/GIS
Community & Development Services, Planning and Zoning Department

CC: File